City Council Agenda, City of Council Bluffs, Iowa
Council Regular Meeting July 27, 2026, 7:00 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street

AGENDA

1. **PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER**
3. **CITIZENS REQUEST TO BE HEARD**
4. **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 July 13, 2026 City Council Meeting Minutes.

C. Resolution 26-252
Resolution accepting the work of Compass Utility, LLC, as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the East Manawa Sewer Rehab, Phase XIII. Project #PW25-09.

D. Resolution 26-253
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 South 23rd Street Rehab, Phase I. Project #PW24-12.

E. Resolution 26-254
Resolution setting a public hearing for 7:00 p.m. on August 10, 2026 for the Valley View Drive and Greenview Road Intersection Traffic Signal. Project # PW26-08A

F. Resolution 26-255
Resolution setting the date for a public hearing for August 10, 2026 at 7:00 p.m. on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with New Community Development Corporation d/b/a Neighborworks Home Solutions.

G. Resolution 26-256
Resolution setting the date for a public hearing for August 10, 2026 at 7:00 p.m. on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with Midwest Architects and Development LLC.

H. Resolution 26-257 & 26-258
Resolution 26-257 directing the advertisement for sale of $6,900,000 (dollar amount subject to change) General Obligation Bonds, Series 2026A, and approving electronic bidding procedures and Official Statement.

Resolution 26-258 directing the advertisement for of $3,000,000 (dollar amount subject to change) Taxable General Obligation Bonds, Series 2026B, and approving electronic bidding procedures and Official Statement.

I. Resolution 26-259
Resolution of intent to vacate and dispose of east/west alley abutting Lots 1 through 4 and Lots 11 through 14, Block 4, Park Addition. Location: Unimproved alley section abutting properties commonly addressed as 212, 214 and 222 11th Avenue; and 1010 and 1014 High Street; and 211, 217 and 221 10th Avenue. Case# 26-0001-PZASV

J. Mayor Appointments to the Civil Rights Commission: Tori Christie, Troy Fienhold-Haasis, Aili Filippi-Johns, Sarah Juntunen, and Megan Sorensen.

K. Claims

5. PUBLIC HEARINGS

A. Resolution 26-260
Resolution granting final plat approval of a two-lot subdivision to be known as Contreras Lots Subdivision, being a replat of property legally described as Lots 2 through 4, Drew's Subdivision of Lots 1 through 3 in Block 3 of Squire's Addition, and the east 20 feet of Lot 4, Block 3, Squire's Addition. Location: West of 2302 5th Avenue. Case #SUB-26-013

6. ORDINANCES ON 1ST READING

A. Ordinance 6693
Ordinance to amend Title 8, Public Safety and Morals of the 2025 Council Bluffs Municipal Code by repealing Chapter 8.75 "Possession of Weapons" in its entirety.

B. Ordinance 6694
Ordinance to amend Title 5 Sewers by amending Chapter 5.22 Service Charges of the 2025 Council Bluffs Municipal Code by amending Section 5.22.060 "Special Rates" and by amending the prevailing City Schedule of Fees adopted pursuant to Chapter 2.08.

7. ORDINANCES ON 2ND READING

A. Ordinance 6692
Ordinance to amend Chapter 1.40 Council Bluffs Civil Rights Commission of the 2025 Council Bluffs Municipal Code by amending Sections 1.40.010 "Purposes", 1.40.020 "Construction", 1.40.030 "Definitions - Civil Rights Commission", 1.40.040 "Establishment, Membership And Organization", 1.40.060 "Powers And Duties", 1.40.070 "Public Meetings, Records And Confidentiality", 1.40.080 "Unfair Employment Practices", 1.40.090 "Unfair Practices - Accommodations Or Services", 1.40.100 "Unfair Or Discriminatory Practices - Housing", 1.40.110 "Unfair Credit Practices", 1.40.120 "Unfair Or Discriminatory Practices - Education", 1.40.150 "Complaint Procedures", 1.40.160 "Conciliation", 1.40.170 "Public Hearing" and 1.40.200 "City Employment".

8. ORDINANCES ON 3RD READING

A. Ordinance 6676-A (as amended 6-22-26)
Ordinance to amend Chapter 4.20 Animal Control by amending Section 4.20.020 "Definitions-Animal Control"; Section 4.20.030 "Cruel Treatment of Animals Prohibited"; and enacting New Section 4.20.075 to be entitled "Management of Cat Population pursuant to Trap-Neuter-Return; Permitted Acts".

9. RESOLUTIONS

A. Resolution 26-215 (Continued from 7-13-26)
Resolution authorizing wage increases for the Council Bluffs Fire Supervisory employees for the period of July 1, 2026 through June 30, 2027.

B. Resolution 26-261
Resolution adopting the amended City Council Rules of Procedure 2026.

C. Resolution 26-262
Resolution authorizing the Mayor and City Clerk to enter into an agreement and award a contract in the amount of $238,000.00 to Fluid Mechanical, LLC for the Pirate Cover Filter Replacement, Project R27-02.

10. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor Licenses
1. Alibi Bar & Grill, 164 W Broadway (New)
2. Bucksnort Grill And Sports Bar, 25 Scott St
3. Council Bluffs FM, 100 Pearl St
4. Council Bluffs FM, 100 Pearl St
5. D&S Xpress, 2924 N Broadway
6. D&S Xpress, 1220 N 25th St
7. Quaker Steak And Lube, 3320 Mid America Dr
8. Queen Of Apostles Church, 3304 4th Ave
9. The Hut, 429 Veterans Memorial Hwy
10. The Olive Garden Italian Restaurant, 3707 Denmark Dr
11. Wal-Mart Supercenter, 3200 Manawa Dr

B. Retail Tobacco Permits (5)

C. Retail Device Permit (3)

11. **CITY COUNCIL ACTION ITEMS**
12. **OTHER BUSINESS**
13. **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
July 13, 2026

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Mayor Shudak called the meeting to order at 7:00 p.m
Council Members present: Joe Disalvo, Roger Sandau, Steve Gorman, Cole Button, Douglas Rew.
Staff Present: Jodi Quakenbush, Mimi Dobson, Whitney Jacque, Tony Clowe and Jake Schorlemmer.

3. CITIZENS REQUEST TO BE HEARD

Heard from: Dallas Lapsley, 3525 9th Ave.; Shawna Caigoy, 21327 Ashwood Ln. (Sandau motioned to Receive and File, seconded by Button, 5 -0 Vote, unanimous); Grace Fox, 122 Hunter Ave.; Jeff Ballenger, 12606 Greystone Ct.; Roger Williams, 10605 Wabash; Shawna Anderson, 19377 340th St., Oakland; and Michelle Shew, 22400 Berry Ln.

4. 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 June 22, 2026 City Council Meeting Minutes and June 30, 2026 Special Meeting Minutes.

C. Resolution 26-233
Resolution accepting the work of Dostals Construction, Inc. as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the Pirate Cove Picnic Area Improvements, Project R26-05.

D. Resolution 26-234
Resolution accepting the work of Western Iowa Utilities, Inc. as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the East Ridge Drive Sanitary Manhole Reconstruction. Project # PW25-25

E. Resolution 26-235
Resolution accepting the work of Carley Construction, LLC as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the State Orchard Road Reconstruction. Project # PW25-07

F. City of Council Bluffs May 2026 Financials

G. Right of Redemption

H. Claims

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

5. PUBLIC HEARINGS

A. Resolution 26-236

Resolution approving the plans and specifications for the Council Bluffs Recycling Center South Yard Concrete Expansion. City Project #PW27-20

Joe Disalvo and Douglas Rew moved and seconded to approve Resolution 26-236. Unanimous, 5-0 vote.

6. ORDINANCES ON 1ST READING

A. Ordinance 6691

Ordinance to amend Chapter 1.40 Council Bluffs Civil Rights Commission of the 2025 Council Bluffs Municipal Code by amending Sections 1.40.020 "Construction", 1.40.040 "Establishment, Membership And Organization", 1.40.060 "Powers And Duties", 1.40.070 "Public Meetings, Records And Confidentiality", 1.40.150 "Complaint Procedures".

Council took no action on Ordinance 6691, therefore Ordinance fails.

B. Ordinance 6692

Ordinance to amend Chapter 1.40 Council Bluffs Civil Rights Commission of the 2025 Council Bluffs Municipal Code by amending Sections 1.40.010 "Purposes", 1.40.020 "Construction", 1.40.030 "Definitions - Civil Rights Commission", 1.40.040 "Establishment, Membership And Organization", 1.40.060 "Powers And Duties", 1.40.070 "Public Meetings, Records And Confidentiality", 1.40.080 "Unfair Employment Practices", 1.40.090 "Unfair Practices - Accommodations Or Services", 1.40.100 "Unfair Or Discriminatory Practices - Housing", 1.40.110 "Unfair Credit Practices", 1.40.120 "Unfair Or Discriminatory Practices - Education", 1.40.150 "Complaint Procedures", 1.40.160 "Conciliation", 1.40.170 "Public Hearing" and 1.40.200 "City Employment".

Douglas Rew and Roger Sandau moved and seconded to approve First Consideration of Ordinance 6692. Second Consideration to be held July 27, 2026. Unanimous, 5-0 vote.

7. ORDINANCES ON 2ND READING

A. Ordinance 6676-A (as amended 6-22-26)

Ordinance to amend Chapter 4.20 Animal Control by amending Section 4.20.020 "Definitions-Animal Control"; Section 4.20.030 "Cruel Treatment of Animals Prohibited"; and enacting New Section 4.20.075 to be entitled "Management of Cat Population pursuant to Trap-Neuter-Return; Permitted Acts".

Cole Button and Joe Disalvo moved and seconded to approve Second Consideration of Ordinance 6676-A. Third Consideration to be heard July 27, 2026. Unanimous, 5-0 vote.

7. RESOLUTIONS

A. Resolution 26-215 (Continued from 6-22-26)
Resolution authorizing wage increases for the Council Bluffs Fire Supervisory employees for the period of July 1, 2026 through June 30, 2027.

Steve Gorman and Joe Disalvo moved and seconded to approve Motion to Continue Resolution 26-215 to July 27, 2026 . Unanimous, 5-0 vote.

B. Resolution 26-216 (Continued from 6-22-26)
Resolution authorizing wage increases for the Council Bluffs Police Supervisory employees for the period of July 1, 2026 through June 30, 2027.

Heard from Diane Williams, 10605 Wabash

Cole Button and Roger Sandau moved and seconded to approve Resolution 26-216, by amending to change increase to 3.5% for Police Supervisory employees beginning July 1, 2026. Unanimous, 5-0 vote.

Cole Button and Joe Disalvo moved and seconded to approve Resolution 26-216, as amended. Unanimous, 5-0 vote.

C. Resolution 26-237
Resolution approving and adopting an ADA Transition Plan for Facilities in Public Right-of-Way for the City of Council Bluffs, Iowa, and authorizing its implementation

Roger Sandau and Joe Disalvo moved and seconded to approve Resolution 26-237. Unanimous, 5-0 vote.

D. Resolution 26-238
Resolution authorizing execution of a 28E Agreement between Lewis Central Community School District and City of Council Bluffs, Iowa for a School Resource Officer Program.

Roger Sandau and Douglas Rew moved and seconded to approve Resolution 26-238. Unanimous, 5-0 vote.

E. Resolution 26-239
Resolution Approving an Updated Business Associate Agreement Between the City of Council Bluffs and Jennie Edmundson Memorial Hospital.

Joe Disalvo and Douglas Rew moved and seconded to approve Resolution 26-239. Unanimous, 5-0 vote.

F. Resolution 26-240
Resolution approving the bid of Carley Construction, LLC for the Hillcrest Avenue Reconstruction, Phase II. Project # PW26-14

Douglas Rew and Joe Disalvo moved and seconded to approve Resolution 26-240. Unanimous, 5-0 vote.

G. Resolution 26-241
Resolution Authorizing a Lease Agreement with L & T Properties, LLC

Joe Disalvo and Douglas Rew moved and seconded to approve Resolution 26-241. Unanimous, 5-0 vote.

H. Resolution 26-242
Resolution authorizing the Mayor of Council Bluffs to enter into and execute a Collective Bargaining Agreement with the Communication Workers of America Clerical and Technical Employees

Roger Sandau and Joe Disalvo moved and seconded to approve Resolution 26-242. Unanimous, 5-0 vote.

I. Resolution 26-243
Resolution directing the department of Community Development to conduct a zoning audit concerning the regulation of data centers in the City of Council Bluffs, Iowa

Heard from Arthur Caigoy, 21327Ashwood Ln.

Cole Button and Joe Disalvo moved and seconded to approve Resolution 26-243. Unanimous, 5-0 vote.

J. Resolution 26-244
Resolution creating two new full-time Utility Worker II positions within the Public Works Department.

Steve Gorman and Joe Disalvo moved and seconded to approve Resolution 26-244. Unanimous, 5-0 vote.

K. Resolution 26-245
Resolution abolishing one Traffic Engineer position and creating one new full-time Traffic Signal Technician position within the Public Works Department.

Roger Sandau and Douglas Rew moved and seconded to approve Resolution 26-245. Unanimous, 5-0 vote.

L. Resolution 26-246
Resolution confirming the appointment of Michell Houseton in the position of Director of Human Resources for the City of Council Bluffs

Douglas Rew and Roger Sandau moved and seconded to approve Resolution 26-246. Unanimous, 5-0 vote.

M. Resolution 26-247
Resolution approving a Professional Services Agreement with Eide Walton, LLC for state legislative representation and government relations services and authorizing the Mayor to execute the Agreement

Joe Disalvo and Roger Sandau moved and seconded to approve Resolution 26-247. Unanimous, 5-0 vote.

N. Resolution 26-248
Resolution authorizing the City Clerk to certify assessments against properties to the Pottawattamie County Treasurer for unreimbursed costs incurred by the City for the abatement of weeds and the removal of solid waste nuisances upon properties and directing them to be collected in the same manner as a property tax.

Douglas Rew and Cole Button moved and seconded to approve Resolution 26-248. Unanimous, 5-0 vote.

O. Resolution 26-249
Resolution confirming the Mayor's appointment of Rodney Schultz as Chief Building Official and head of the Building Division for the City of Council Bluffs

Joe Disalvo and Cole Button moved and seconded to approve Resolution 26-249. Unanimous, 5-0 vote.

P. Resolution 26-250
Resolution authorizing a Construction Staging Area Lease Agreement between the City of Council Bluffs and First Avenue Freeze Out, LLC

Joe Disalvo and Roger Sandau moved and seconded to approve Resolution 26-250. Unanimous, 5-0 vote.

Q. Resolution 26-251
Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development by and between the City of Council Bluffs and Cornerstone CB Power Drive Partners LP.

Joe Disalvo and Roger Sandau moved and seconded to approve Resolution 26-251. Unanimous, 4-0 vote.

9. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Retail Tobacco Permit Renewal (2)

B. Liquor License Renewals:
1. Ameristar Casino, 2200 River Rd.
2. Ameristar Casino, 2200 River Rd. - Outdoor Area
3. Caddy's Kitchen And Cocktails, 103 W Broadway
4. Dusty’s Lounge, 1501 Ave. A
5. Mega Saver, 3607 9th Ave.
6. Pilot Travel Center, 2647 S 24th St.
7. Puerto Vallarta Mexican Restaurant, 3312 W Broadway
8. Streetside Lounge, 319 N 16th St.
9. Valentino Family Market, 2543 2nd Ave. (NEW)
10. Walgreens #03700, 535 E Broadway
11. Walgreens #04405, 2508 W Broadway
12. Walgreens #05306, 301 W Bennett Ave.

Douglas Rew and Joe Disalvo moved and seconded to approve Applications for Permits and Cancellations, Item 9A & 9B 1-12. Unanimous, 5-0 vote.

10. CITY COUNCIL ACTION

ITEMS None

11. OTHER BUSINESS

None

12. ADJOURNMENT

Cole Button and Joe Disalvo moved and seconded to approve Motion to Adjourn at 8:04 p.m.. Unanimous, 5-0 vote.

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.

Jill K. Almonte, Mayor
Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW25-09

Subject/Title

Resolution 26-252
Resolution accepting the work of Compass Utility, LLC, as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the East Manawa Sewer Rehab, Phase XIII. Project #PW25-09.

Background/Discussion

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

Phases I thru XII are complete and included construction of the vacuum sewer pump station, Huron Circle, Aztec Street, Blackhawk Street, Osage Street, Victor Street, East Navajo Street, Pickard Lane, and vacuum sewer along Navajo Street from Huron Circle to Comanche Street.

Phase XIII reconstructed Mohawk Street from Navajo Street to Comanche Street and Comanche Street from Navajo Street to Mohawk Street. The close proximity to a gravity sanitary sewer outfall allowed Mohawk and Comanche Street to be constructed with a gravity sewer instead of a vacuum sewer. Other improvements included a new concrete roadway, and sidewalks on the west side of Mohawk Street and the north and south sides of Comanche Street.

This project was included in the FY25 CIP with a budget of $1,300,000 in Local Option Sales Tax funds and $450,000 in Sewer funds.

See attached for summary of final costs.

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 the release of retainage after 30 days.

Attachments

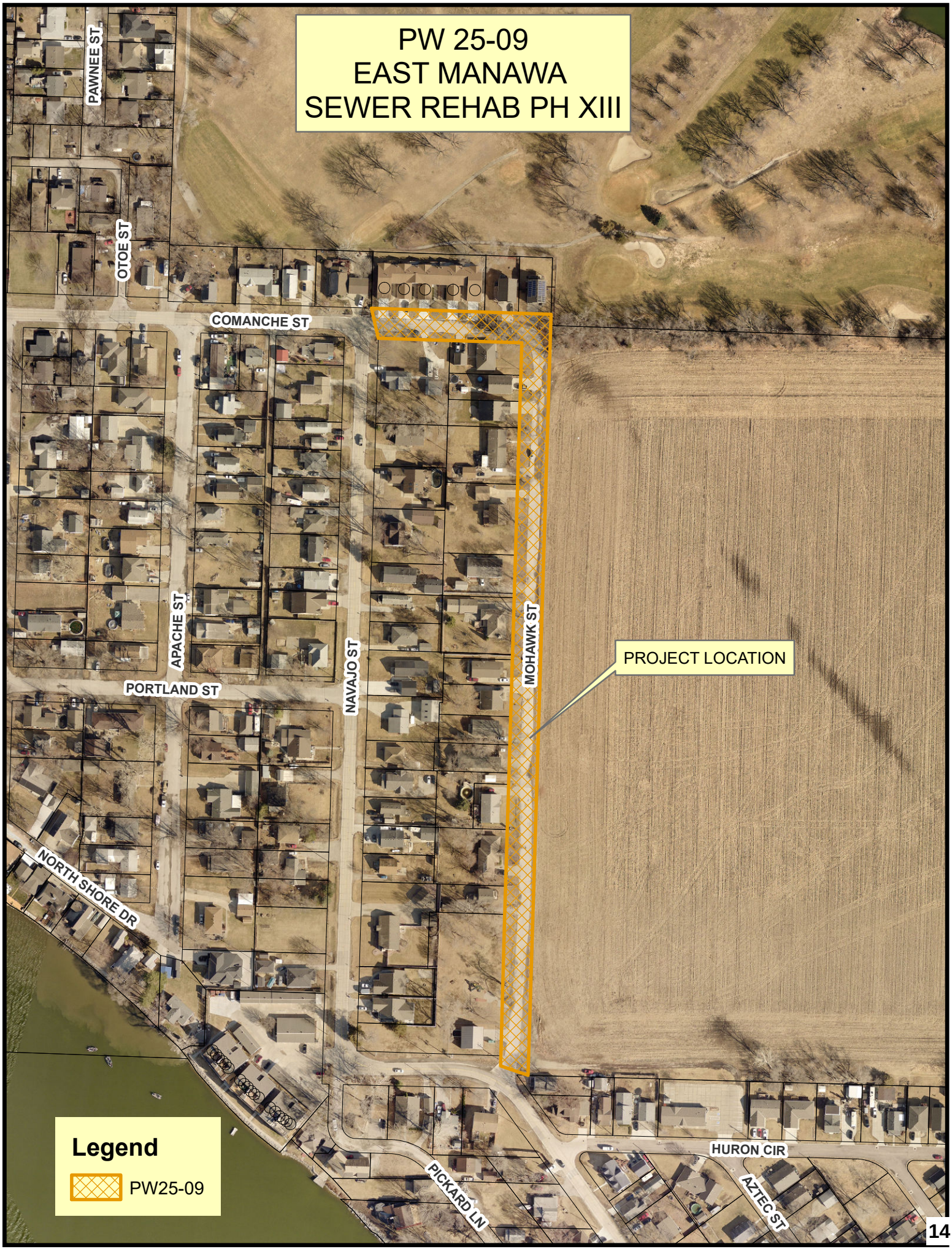
Final Summary of Costs
Map
26-252.doc

Prepared by: David Vermillion, Civil Engineer II
Approved by: Mark Augustine, City Engineer

PW25-09

East Manawa Sewer Rehab, Phase XIII

	Division I General	Division II Pavement	Division III Storm Sewer	Division IV Sanitary Sewer	Division V Water Main	Total
Original Contract Amount	$178,999.81	$647,748.37	$273,766.88	$447,925.93	$236,874.69	$1,785,315.68
Change Orders (1.04%)	($24,605.35)	($14,565.25)	$41,003.08	$18,784.10	($1,983.45)	$18,633.13
Final Contract Amount	$154,394.46	$633,183.12	$314,769.96	$466,710.03	$234,891.24	$1,803,948.81
Less Previous Payments	$146,674.74	$601,523.96	$299,031.46	$443,374.53	$223,146.68	$1,713,751.37
Retainage Due Contractor	$7,719.72	$31,659.16	$15,738.50	$23,335.50	$11,744.56	$90,197.44


PW 25-09
EAST MANAWA
SEWER REHAB PH XIII
PAWNEE ST
OTOE ST
COMANCHE ST
APACHE ST
NAVAJO ST
MOHAWK ST
PROJECT LOCATION
PORTLAND ST
NORTH SHORE DR
HURON CIR
PICKARD LN
AZTEC ST
Legend
PW25-09

RESOLUTION NO. 26-252

RESOLUTION ACCEPTING THE WORK OF COMPASS UTILITY, LLC IN CONNECTION WITH THE EAST MANAWA SEWER REHAB, PHASE XIII AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE A CITY CHECK IN THE AMOUNT OF $90,197.44. PROJECT #PW25-09

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Compass Utility, LLC, Council Bluffs, IA, for the East Manawa Sewer Rehab, Phase XIII; 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 $90,197.44 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 $90,197.44 constitutes a valid obligation of the City and should in its best interest be paid.

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

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

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of $90,197.44 payable to Compass Utility, LLC, from budget codes Division I, S36000-676000; Division II, S36000-676200; Division III, S36000-676500; Division IV, S36000-676700; Division V, S36000-678000. Project #2509X.

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 July 27, 2026

_____
JILL K. ALMONTE Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW24-12

Subject/Title

Resolution 26-253
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 South 23rd Street Rehab, Phase I. Project #PW24-12.

Background/Discussion

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

The existing street had poor drainage and areas of the pavement and curbs were deteriorated.

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

This project was included in the FY24 CIP.

Please see attached summary of final costs.

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 the release of retainage after 30 days.

Attachments

Project Cost Summary
Map
26-253.doc

Prepared by: David Vermillion, Civil Engineer II
Approved by: Mark Augustine, City Engineer

4.D

	Division I General	Division II Pavement	Division III Storm Sewer	Division IV Sanitary Sewer	Total
Original Contract Amount	$174,845.35	$502,407.81	$139,165.31	$517,102.83	$1,333,521.30
Change Orders (-2.94%)	($34,098.51)	$24,132.85	$4,250.00	($33,501.24)	($39,216.90)
Final Contract Amount	$140,746.84	$526,540.66	$143,415.31	$483,601.59	$1,294,304.40
Less Previous Payments	$133,709.50	$500,213.63	$136,244.54	$459,421.51	$1,229,589.18
Retainage Due Contractor	$7,037.34	$26,327.03	$7,170.77	$24,180.08	$64,715.22


PW 24-12
S. 23RD ST. REHAB PH I
2ND AVE
3RD AVE
4TH AVE
5TH AVE
6TH AVE
S 22ND ST
S 23RD ST
S 24TH ST
PROJECT LOCATION
Legend
PW24-12

RESOLUTION NO. 26-253

RESOLUTION ACCEPTING THE WORK OF COMPASS UTILITY, LLC IN CONNECTION WITH THE SOUTH 23RD STREET REHAB, PHASE I AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE A CITY CHECK IN THE AMOUNT OF $64,715.22. PROJECT #PW24-12

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Compass Utility, LLC Council Bluffs, IA for the South 23rd Street Rehab, Rehab, Phase I; 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 $64,715.22 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 $64,715.22 constitutes a valid obligation of the City and should in its best interest be paid.

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

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

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of $64,715.22 payable to Compass Utility, LLC from budget codes Division I, S36000-676000; Division II, S36000-676200; Division III, S36000-676500; Division IV, S36000-676700; Project #2412X.

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 July 27, 2026

_____
JILL K. ALMONTE Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW26-08A

Subject/Title

Resolution 26-254
Resolution setting a public hearing for 7:00 p.m. on August 10, 2026 for the Valley View Drive and Greenview Road Intersection Traffic Signal. Project # PW26-08A

Background/Discussion

A traffic study of Valley View Drive was completed in October of 2024. The primary objective of this traffic study was to evaluate the Valley View Drive corridor between Highway 92 and College Road. Specifically, this study was conducted to determine the typical roadway section and necessary traffic control needs, geometric configuration alternatives, safe crossing locations for area multi-use trails, and evaluate the possibility of roundabouts at select locations throughout the Valley View Drive corridor. Evaluations were conducted under current (2024) and forecasted (2044) traffic conditions.

The traffic study report included several recommendations for short-term improvements which included a traffic signal at the intersection of Valley View Drive and Greenview Road (PW26-08A).

The Valley View Drive Intersection Improvements were included in the FY26 CIP with a budget of $800,000 of Local Option Sales Tax Funds. The Valley View Drive and Greenview Road traffic signal construction cost is estimated at $340,000.

The project schedule is as follows:

Set Public Hearing	July 27, 2026
Hold Public Hearing	August 10, 2026
Bid Letting	September 1, 2026
Award	September 14, 2026
Construction Start	Spring\Summer 2027

Staff Recommendation

Approval of this resolution to set the public hearing for August 10, 2026.

Attachments

Notice of Public Hearing
Map
26-254.doc

Prepared by: David Vermillion, Civil Engineer II
Approved by: Mark Augustine, Public Works Director

4.E

Notice of Public Hearing

on the

Plans, Specifications, Form of Contract and Cost Estimate

for the

Valley View Drive and Greenview Road Intersection Traffic Signal

Project #PW26-08A

A public hearing will be held on August 10, 2026 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 Valley View Drive and Greenview Road Intersection Traffic Signal project. The project will include construction of 3 traffic signal poles, 10 traffic signal heads, 1 traffic signal cabinet, 355 lineal feet of 3 inch PVC conduit, 1 each Opticon Intelligreen Fire Station Priority Control, 102 square yards of 6 inch concrete trail pavement. 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


PW 26-08A
VALLEY VIEW DR & GREENVIEW ROAD
INTERSECTION TRAFFIC SIGNAL
MADISON AVE
LONGVIEW LOOP
PROJECT LOCATION
GREENVIEW RD
GREENVIEW CIR
VALLEY VIEW DR
FAWN PARK DR
Legend
PW26-08A

RESOLUTION NO. 26-254

A RESOLUTION DIRECTING THE CLERK TO PUBLICH NOTICE AND SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR THE VALLEY VIEW DRIVE AND GREENVIEW ROAD INTERSECTION TRAFFIC SIGNAL, PROJECT #PW26-08A

WHEREAS, the City wishes to make improvements known as the Valley View Drive and Greenview Road Traffic Signal, within the City, as therein described; and

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

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

That the City Clerk is hereby ordered to set a public hearing on the plans, specifications, form of contract and cost estimate for the Valley View Drive and Greenview Road Intersection Traffic Signal setting August 10, 2026, at 7:00 p.m. as the date and time of said hearing.

ADOPTED
AND
APPROVED July 27, 2026

.

_____
JILL K. ALMONTE Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 26-255
Resolution setting the date for a public hearing for August 10, 2026 at 7:00 p.m. on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with New Community Development Corporation d/b/a Neighborworks Home Solutions.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
NeighborWorks Home Solutions PSDA - Execution Version
Notice of Public Hearing
26-255.docx

Prepared by: Dessie Redmond, Housing & Economic Development Planner
Approved by: Christopher N. Gibbons, AICP, Director, Community Development Department

4.F

Council Communication

Department: Community Development	Resolution No: 26 -	Set the Public Hearings: July 27, 2026 Public Hearings: August 10, 2026

Subject/Title

Resolution setting the date for a public hearing on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with New Community Development Corporation d/b/a NeighborWorks Home Solutions (NWHS).

Background/ Discussion

Background

On July 28, 2025, the Council Bluffs City Council approved Resolution No. 25-193 which authorized the Community Development Department to release a Request for Proposals (RFP) for City-owned property situated at the southeast corner of Mohawk Street and Comanche Street.

Additionally on July 28, 2025, City Council approved Resolution No. 25-194, which established the minimum development requirements, competitive criteria, and procedures for disposition of said property. Since the property is located within the East Manawa Drive Housing Urban Renewal Area, the disposition of the land must comply with Iowa urban renewal laws. As part of the disposition, Iowa urban renewal statutes require the City ensure a reasonable competitive bidding procedure and 30 days to respond. This also includes providing notice by publication in a newspaper having a general circulation to the community 30 days prior to the execution of a contract involving the transfer of property.

On July 29, 2025, the City released a Request for Proposals (RFP) through its IonWave online bidding portal, which included an email notification to approximately 80 real estate developers/brokers throughout the Council Bluffs-Omaha Metropolitan Area and Midwest region. This was the second time this project had gone out to RFP. The first time the RFP was released in April, no responses were submitted. Due to not receiving any responses, staff proposed an 'open' bidding process. The intention is to keep this RFP open until all lots are sold and that it is not required for a bidder to bid on all 22-24 lots. Additionally, with an open RFP, this allows the City to view responses as they are submitted in IonWave versus waiting until the RFP is closed. The RFP is set to tentatively close on August 20, 2026. The lots are being sold for $35,000 each.

Interested developers are required to submit proposals that demonstrate their capacity to satisfy the requirements of the RFP including:

1. Application
2. Project Summary – A brief written description of the project.
3. Project Plans – A scaled plot plan of the proposed development. The plot plan should illustrate the location of structures, parking areas, ingress and egress, open or landscape areas, etc. The developer must also submit additional information such as elevation drawings, photos of similar projects, typical floor plans, etc.

   Interior lots are 40' wide and set at this width due to existing infrastructure. The lot width must remain at 40' wide, the product look for the two-family units type can be up to the developer(s). The units can be affordable, market rate or a combination.

4. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.
5. Project Timeline – A timeline for the project design, bidding, construction and occupancy.
6. Financial Summary – Developer must provide a proposed cost and source of funding for the project, including a 10-year project proforma. Developer must also outline expected funding sources and projected date all financing will be secured.
7. Project Contingencies – Indicate any special assistance needed to implement the project, such as financial

assistance, state or federal applications, or other public participation.

NWHS's proposal was reviewed by staff of the Community Development Department and was scored using the following criteria, which was detailed in the RFP ensuring developers knew how they would be evaluated.

a. Design, Aesthetics and Quality of Construction Materials and Landscaping (45%): As an affordable redevelopment project in the E. Manawa area, the quality of design and materials is essential. A combination of durable materials and transparency with an urban appearance must be utilized. Preference will be given to developers that:

i. Create a multi-family environment following the R-3 zoning district and the applicable Overly Standards.
ii. Utilize architectural details such as color changes, material changes, minor wall offsets, height variations, wall setbacks, accent lines and upper floor step back to articulate building elevations. A list of acceptable building materials is outlined in the "Architectural" section of the East Manawa PR Development Standards. A list of materials and visual renderings of the site layout, units and exterior design must be provided as a part of this submittal.

b. Developer's Experience and Capacity (40%): The makeup/description of the developer's project team. The preferred developer will have significant experience in the construction of multi-family complexes. 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.

c. Funding Sources (15%): Preference will be given to Developers not utilizing either 4% or 9% Low Income Housing Tax Credits (LIHTC). Provide a list of proposed funding sources and when the funds are expected to be awarded/confirmed.

Discussion

NWHS submitted a response to purchase and develop six lots (lots 1-6), which they propose to build three two-family attached residential units. The project complies with all City building codes, R-3 zoning regulations and overlay standards. Staff reviewed the proposal and believes the NWHS proposal fully complies with the requirements of the RFP and it achieves the City's long-range vision for the Lake Manawa Neighborhood. Since the proposal is in compliance with the regulations, the purchase agreement and development agreement (PSDA) is now being brought back to City Council for review and approval.

NWHS would acquire the Development Property from the City for the purchase price of $35,000 per lot, for a total of $210,000 plus the obligation to construct certain Minimum Improvements on the Development Property, consisting of the construction of three (3) two-family units, creating a total of six (6) housing units on the Development Property, together with all related site improvements.

A copy of the Agreement is attached for review.

Recommendation

Approval of resolution setting the date for a public hearing on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with New Community Development Corporation d/b/a NeighborWorks Home Solutions (NWHS).

Attachments

1. Resolution
2. PSDA
3. Notice of Public Hearing

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF COUNCIL BLUFFS
AND
NEW COMMUNITY DEVELOPMENT CORPORATION
D/B/A NEIGHBORWORKS HOME SOLUTIONS

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (the "Agreement") is made on or as of _____, 2026, by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (the "City") and NEW COMMUNITY DEVELOPMENT CORPORATION, a Nebraska nonprofit corporation, doing business as NEIGHBORWORKS HOME SOLUTIONS (the "Developer").

WITNESSETH:

WHEREAS, by Resolution No. 24-243, adopted September 23, 2024, the City 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 East Manawa Drive Housing Urban Renewal Plan (the "Urban Renewal Plan") for the East Manawa Drive Housing Urban Renewal Area (the "Urban Renewal Area") described therein; and

WHEREAS, the City is the owner of certain real property located within the Urban Renewal Area and legally described as

Lots 1-6, East Manawa Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

(the "Development Property"); and

WHEREAS, the City desires to sell the Development Property to allow for the construction of residential development that will create property tax revenues and provide additional housing opportunities for residents, in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, by Resolutions No. 25-193 and 25-194, the City approved a Request for Proposals (the "RFP") for the development of the Development Property, the provisions of which are incorporated herein by reference; and

WHEREAS, the Developer submitted a proposal in response to the RFP, proposing to purchase the Development Property from the City and construct three (3) multi-family duplex buildings, creating a total of six (6) housing units on the Development Property, and all related improvements, as more particularly described herein (the "Minimum Improvements"), on the Development Property (the "Project"); and

WHEREAS, by Resolution No. 25-294, the City declared its intention to accept the Developer's proposal, subject to the execution of a purchase, sale, and development agreement for the Project; 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 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 mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEVELOPER REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. New Community Development Corporation, doing business as NeighborWorks Home Solutions, is a Nebraska nonprofit corporation, duly organized and validly existing under the laws of the State of Iowa and having all requisite power and authority to purchase and own properties and to enter into and perform the 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 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. Developer shall cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

e. Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and in accordance with all local, State, and federal laws, ordinances, and regulations.

f. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and shall 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.

ARTICLE II. PURCHASE AND SALE OF DEVELOPMENT PROPERTY

Section 2.1. Transfer of Real Estate; Purchase Price. For the purchase price of $35,000 per lot, for a total of $210,000 (the "Purchase Price") and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Development Property, **subject to the rights reserved for the City as described in Section 2.9** and subject to existing easements and appurtenant servient estates and any zoning and other ordinances. The Purchase Price shall be paid as follows:

a. $3,000 due to the City upon execution of this Agreement, as a deposit toward the purchase price, which deposit shall be refunded to Developer if the transfer does not close as described in this Article II; and

b. The balance due to the City at Closing.

The transfer shall occur under the terms and conditions of this Agreement and following all procedural requirements to authorize the City's sale of the real estate, pursuant to Iowa Code Sections 364.7 and 403.8 and other applicable Iowa Code provisions.

Section 2.2. Closing. The City's obligation to transfer title of the Development Property to Developer, and Developer's obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on a date mutually agreed to by the parties, but no later than August 31, 2026 (the "Closing Date"), or such other date as is mutually agreed to in writing by the parties.

Possession of the Property shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City's possession shall be made as of the Closing Date. The transfer shall be considered closed upon (i) the delivery to Developer of a duly executed special warranty deed (the "Deed") for the Property, (ii) the filing of all title transfer documents, and (iii) the City's receipt of all funds due at the Closing Date from Developer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 2.3. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

a. The City agrees to pay:

i. City's attorney's fees or other professional fees incurred by City in connection with this transaction.
ii. Recording fees for any documents recorded to address or cure title defects identified pursuant to Section 2.7.
iii. Transfer taxes, if applicable.

b. The Developer agrees to pay:

i. The Purchase Price, subject to adjustment as provided herein.

ii. Costs to update and/or create an abstract of title for the Development Property pursuant to Section 2.7.
iii. Recording fee for the Deed.
iv. Developer's attorney's fees or other professional fees incurred by Developer in connection with this transaction.

Section 2.4. Real Estate Taxes at Closing and After Closing. The Development Property is currently tax-exempt while owned by the City; accordingly, no real estate tax proration credit shall be provided at Closing. The Developer shall pay all subsequent real estate taxes assessed against the Development Property. The City shall pay or release all special assessments which are a lien on the Development Property as of the Closing Date. The Developer shall pay all subsequent special assessments against the Development Property.

Section 2.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing. In the event of substantial damage or destruction of the Development Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing.

Section 2.6. Inspection and Disclaimer of Warranties. Developer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Development Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Development Property with laws. Developer represents to the City that Developer has conducted, or will conduct prior to Closing, any investigations of the Development Property, including its physical and environmental condition, as the Developer deems necessary to satisfy itself as to the condition of the Property. **Developer acknowledges and agrees that at the Closing, Developer shall accept the Development Property "as is, where is, with all faults."** At the Closing, Developer shall be deemed to have released the City from any claims, known or unknown, which the Developer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Development Property, violations of any applicable laws, and any other matters regarding the Development Property. Developer acknowledges that the compensation to be paid to the City for the Development Property considers that the Development Property is being sold subject to the provisions of this Section 2.6.

Section 2.7. Abstract and Title. If requested by the Developer and at the Developer's expense, the City shall provide an abstract of title for the Development Property, continued at least through the date of this Agreement, and deliver the abstract to Developer for examination, which abstract shall become the property of Developer upon Closing. Such abstract of title shall show merchantable title in the City in conformity with this Agreement, the land title laws of the State of

Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 2.8. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 2.9. Reserved Rights in Development Property. As security for the Developer's completion of the Minimum Improvements, the City reserves to itself certain rights in the Development Property, as described in this Section 2.9.

a. Right of First Refusal. Before the Developer may accept an offer to sell any lot included in the Development Property, the Developer must provide the City with written notice of Developer's intent to sell the Development Property (or the relevant portion thereof) (the "Developer's Sale Notice"). The Developer's Sale Notice must include a copy of the offer(s) received by the Developer from a third-party for purchase of the Development Property (or the relevant portion thereof) (the "Competing Offer"). For a period of thirty (30) days following its receipt of the Developer's Sale Notice, the City shall have the exclusive right to acquire the Development Property (or relevant portion thereof) at an amount equal to the purchase price offered in the Competing Offer **less $35,000** (the "ROFR Repurchase Price"); if multiple Competing Offers are outstanding, then the purchase price paid by the City shall be calculated using the highest purchase price offered for the Development Property (or relevant portion thereof) in any of the outstanding Competing Offers. If the City elects to complete the purchase of the Development Property (or relevant portion thereof), the City shall give written notice of its election to Developer within the 30-day period following Developer's Sale Notice.

b. Repurchase Remedy.

i. With respect to each lot included in the Development Property, until construction of improvements has been commenced on the lot (evidenced by foundation work or vertical construction), the City shall hold a right to repurchase (the "Repurchase Right") the lot from the Developer at the price of $35,000 per lot (the "Repurchase Price"). Upon commencement of improvement construction on a lot, the Developer may request from the City written, recordable documentation of the release of the City's Repurchase Right with respect to that lot.

ii. Prior to the release of the City's Repurchase Right, the City may exercise its Repurchase Right, in its reasonable discretion, if Developer commits an Event of Default, subject to any applicable cure periods, under this Agreement, as defined in

Section 5.1. If one of the above conditions occurs, then the City shall automatically be entitled to exercise the City's Repurchase Right to reacquire title to any portion of the Development Property that has not been released from the Repurchase Right. To exercise the Repurchase Right, the City shall provide written notice to Developer of the City's intention to exercise the Repurchase Right.

c. Closing Procedures for City's Reserved Rights. After the City has provided written notice to Developer of its election to reacquire title to any lots in the Development Property under the rights reserved under Section 2.9(a) or Section 2.9(b), the transfer of title to the relevant real estate shall be completed as follows:

i. Within thirty (30) days of the City's notice, Developer shall provide to the City, at no cost to the City, an updated abstract of title for the relevant portion of the Development Property (updated at least through the date of the City's notice). The abstract of title shall show merchantable title in Developer in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. If any exceptions to title are identified by the City's review of the abstract of title, then Developer shall take all reasonable steps to address the exceptions to title by a date no later than sixty (60) days after a title opinion identifying the title exceptions is shared with the Developer, including, but not limited to: obtaining and recording, at no cost to the City, releases of all mortgages or liens on the relevant portion of the Development Property. Furthermore, the Developer shall take all reasonable steps to ensure the City acquires marketable title to the relevant portion of the Development Property through its exercise of its rights under this Section, including without limitation, the execution of appropriate deeds and other documents.

ii. A closing date (the "Reacquisition Closing Date") for completion of the City's repurchase of the relevant portion of the Development Property shall be scheduled on a mutually agreeable date, but no later than ninety (90) days after the City's notice. Subject to Unavoidable Delays (as defined in Section 3.1(d)), on the Reacquisition Closing Date, the Developer shall convey the relevant portion of the Development Property to the City by special warranty deed in exchange for payment of the ROFR Repurchase Price or Repurchase Price, as applicable.

ARTICLE III. COMPLETION OF PROJECT

Section 3.1. Construction of Minimum Improvements.

a. Developer shall complete certain "Minimum Improvements" on the Development Property, consisting of three (3) two-family attached units. Each two-family unit shall meet the East Manawa Subdivision Planned Residential (PR) Development Plan as outlined in the RFP. Construction must be consistent with the project proposal submitted by Developer pursuant to the RFP. The Minimum Improvements shall be constructed consistent with all requirements and expectations set forth in the RFP.

b. Developer shall obtain or caused to be obtained, in a timely manner, all required permits, licenses, and approvals, if any, and shall 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 completed.

c. Construction of the Minimum Improvements (evidenced by issuance of a final certificate of occupancy for the Minimum Improvements on the Development Property) shall be completed by December 31, 2028, subject to Unavoidable Delays, unless the Developer and the City's Director of the Community Development Department agree in writing to an extension of this deadline.

d. For purposes 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; unreasonable delays in permitting or governmental approvals; boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; epidemics or pandemics recognized by the World Health Organization after the Commencement Date; litigation commenced by third parties; or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Section 3.2. Real Property Taxes. After Closing and prior to the Termination Date, 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 and improvements thereon under their ownership.

Section 3.3. No Violations or Claims. To Developer's knowledge and with respect to the Project, the Development Property and the Minimum Improvements, the Developer is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Developer with respect to such laws.

Section 3.4. Insurance. The Developer agrees, following Closing and until at least the Termination Date, to maintain builder's risk, property damage, and liability insurance coverages with respect to all portions of the Development Property and all improvements thereon then-owned by Developer in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 3.5. Compliance with Laws. Developer shall comply with all state, federal, and local laws, rules, and regulations relating to the Project, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 3.6. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Project so that City can determine compliance with the Agreement.

Section 3.7. Prohibition Against Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets and will not transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

Section 3.8. Prohibition Against Use as Non-Taxable or Centrally Assessed Property; TIF-Offset Payment Remedy.

a. During the term of this Agreement, the Developer, or its successors or assigns, agrees that the Development Property cannot be transferred or sold to a third-party non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability (excluding conveyance of any portion of the Development Property to the City). For the avoidance of doubt, the parties acknowledge that the Developer is a non-profit entity and further agree that nothing in this Section 3.8 prohibits ownership of the Development Property by the Developer.

b. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to 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)).

c. If Developer transfers ownership of the Development Property (or any portion thereof) in violation of Section 3.8(a) or Section 3.8(b), then Developer agrees to pay to the City $100,000 per lot transferred in violation of such provisions (the "TIF-Offset Payment"), as a payment to offset an estimated amount of increment tax revenues collectable by the City under Iowa Code Section 403.19 from the lot. The TIF-Offset Payment shall be due to be paid within thirty (30) days of such ownership transfer. The TIF-Offset Payment remedy described in this Section 3.8(c) is in addition to all other remedies available to the City following the Developer's violation of the provisions of Section 3.8(a) or Section 3.8(b), as further described in Section 5.1.

Section 3.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be 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 and any site/construction plans submitted to the City's building officials; (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 IV. INDEMNIFICATION

Section 4.1. Release and Indemnification. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article IV, 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.

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

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

The provisions of this Article IV shall survive the termination of this Agreement.

ARTICLE V. DEFAULT AND REMEDIES

Section 5.1. Default by Developer. Each of 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 occurring prior to the Termination Date: (a) failure by Developer to complete construction of the Minimum Improvements pursuant to the terms and conditions of this Agreement; (b) the Development Property or any portion thereof is put up for tax sale by the County; (c) failure by Developer to substantially observe or perform any covenant, condition, or obligation under this Agreement; or (d) 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.

Whenever any such Event of Default occurs and is continuing, and the Developer fails to cure said breach within thirty (30) days after written notice from the City to the Developer of the

Event of Default, then the City may (i) suspend its performance under this Agreement; (ii) terminate this Agreement upon written notice to the Developer; or (iii) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

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.

Section 5.2. Default by City. If the City breaches, repudiates, or otherwise fails to timely perform this Agreement, then the Developer may elect to (i) terminate this Agreement by written notice to the City, or (ii) to enforce this Agreement by any remedy available to it under law, including specific performance.

Section 5.3. 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 5.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 6.2. 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 the Developer, is addressed or delivered personally to New Community Development Corporation d/b/a NeighborWorks Home Solutions at 222 S. 6th Street, Council Bluffs, Iowa 51501; Attn: David Hazlewood; and

b. In the case of the City, is addressed to or delivered personally to the City of Council Bluffs at 209 Pearl Street, Council Bluffs, IA 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 6.3. 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 6.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6.6. Entire Agreement. This Agreement and any exhibits hereto reflect the entire agreement between 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 6.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 6.8. Termination Date. This Agreement shall terminate and be of no further force or effect on December 31, 2036 (the "Termination Date"), unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 6.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, 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, the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Signature pages follow]

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Jill K. Almonte, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Jill K. Almonte 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 Purchase, Sale, and Development Agreement – City of Council Bluffs]

NEW COMMUNITY DEVELOPMENT CORPORATION D/B/A NEIGHBORWORKS HOME SOLUTIONS
a Nebraska non-profit corporation

By: _____
David Hazlewood, CEO

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on _____, 2026, by David Hazlewood as the CEO of New Community Development Corporation d/b/a NeighborWorks Home Solutions.

_____
Notary Public in and for said state

My commission expires: _____

[Signature page to Purchase, Sale, and Development Agreement – Developer]

4914-8734-3805-1\10342-226

(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 CONVEY REAL PROPERTY TO NEW COMMUNITY DEVELOPMENT CORPORATION D/B/A NEIGHBORWORKS HOME SOLUTIONS PURSUANT TO A PROPOSED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT, 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 August 10, 2026, 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 Purchase, Sale, and Development Agreement (the "Agreement") with New Community Development Corporation d/b/a Neighborworks Home Solutions (the "Developer"), and the proposal to convey certain real property (the "Development Property") located within the East Manawa Drive Housing Urban Renewal Area to the Developer, pursuant to the terms and conditions of the Agreement.

The Development Property includes the following property:

Lots 1-6, East Manawa Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.

Pursuant to the terms and conditions in the Agreement, the Developer would acquire the Development Property from the City for the purchase price of $35,000 per lot, for a total of $210,000 (the "Purchase Price") plus the obligation to construct certain Minimum Improvements on the Development Property, consisting of the construction of three (3) multi-family duplex buildings, creating a total of six (6) housing units on the Development Property, together with all related site improvements.

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 364.7, Code of Iowa.

Dated this _____ day of _____, 2026.

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

(End of Notice)

4906-2163-9869-1\10342-226

Resolution 26-255

ITEM TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA
July 27, 2026
7:00 P.M.

East Manawa Drive Housing Urban Renewal Plan

- Resolution setting the date for a public hearing on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with New Community Development Corporation d/b/a Neighborworks Home Solutions.

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.

July 27, 2026

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 Shudak, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY LOCATED WITHIN THE EAST MANAWA DRIVE HOUSING URBAN RENEWAL AREA, PURSUANT TO A PROPOSED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH NEW COMMUNITY DEVELOPMENT CORPORATION D/B/A NEIGHBORWORKS HOME SOLUTIONS, 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. 26-255

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY LOCATED WITHIN THE EAST MANAWA DRIVE HOUSING URBAN RENEWAL AREA, PURSUANT TO A PROPOSED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH NEW COMMUNITY DEVELOPMENT CORPORATION D/B/A NEIGHBORWORKS HOME SOLUTIONS, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 24-243, adopted September 23, 2024, 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 East Manawa Drive Housing Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the East Manawa Drive Housing Urban Renewal Area (the "Area" or "Urban Renewal 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, by Resolutions No. 25-193 and 25-194, the City approved a Request for Proposals (the “RFP”) for the development of certain real property owned by the City and located in the Urban Renewal Area, including the property legally described as follows (the "Development Property"):

Lots 1-6, East Manawa Subdivision, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, Neighborworks Home Solutions (the "Developer") submitted a proposal in response to the RFP, proposing to purchase the Development Property from the City and construct three (3) multi-family duplex buildings, creating a total of six (6) housing units on the Development Property, and all related improvements (the “Minimum Improvements”), on the Development Property (the “Project”); and

WHEREAS, by Resolution No. 25-294, the City declared its intention to accept the Developer’s proposal, subject to the execution of a purchase, sale, and development agreement for the Project; and

WHEREAS, by Resolution No. 26-89, adopted on March 9, 2026, this Council reiterated its intent to dispose of the Development Property to Developer and set a public hearing for March 23, 2026, related to the disposition; and

WHEREAS, this Council held a public hearing on March 23, 2026, and adopted Resolution 26-116, which directed transfer of the Development Property to Developer to be completed within 60 days of said Resolution; and

WHEREAS, the City and Developer have prepared a proposed Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to acquire the Development Property from the City for the purchase price of $35,000 per lot, for a total of $210,000, plus the obligation to construct certain Minimum Improvements (as defined in the Agreement) on the Development Property, and consisting of the construction of three (3) multi-family duplex buildings, creating a total of six (6) housing units on the Development Property, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, notwithstanding any prior Resolution of this Council identifying an earlier closing date for the transaction, the closing date for the disposition of the Development Property shall be as set forth in the Agreement; and

WHEREAS, the City finds the payment of the purchase price and other obligations being assumed by Developer under the Agreement constitute fair market value for the Development Property and that the City has completed a reasonable competitive bidding procedure, all consistent with Iowa Code Section 403.8; and

WHEREAS, Chapter 403, Code of Iowa, (the "Urban Renewal Law") authorizes cities to transfer property 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 Chapter 403, Code of Iowa; and

WHEREAS, to comply with the procedural requirements of the Iowa Code, pursuant to Iowa Code Sections 364.7 and 403.8, it is deemed sufficient if the action hereinafter described be taken, including that this Council has set forth its proposal in this Resolution and should now set a date for a public hearing on the proposed conveyance of the City’s interests in the Development Property, at which time this 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, by this Resolution, this Council does hereby determine that the consideration offered by New Community Development Corporation d/b/a Neighborworks Home Solutions in the Purchase, Sale, and Development Agreement meets or exceeds a “fair value” for the Development Property, in compliance with Iowa Code Section 403.8.

Section 2. That this Council meet in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M. on August 10, 2026, for the purpose of taking action on the

matter of the proposal to convey interest in real property to New Community Development Corporation d/b/a Neighborworks Home Solutions and to enter into a Purchase, Sale, and Development Agreement with New Community Development Corporation d/b/a Neighborworks Home Solutions.

Section 3. 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 4. 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 CONVEY REAL PROPERTY TO NEW COMMUNITY DEVELOPMENT CORPORATION D/B/A NEIGHBORWORKS HOME SOLUTIONS PURSUANT TO A PROPOSED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT, 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 August 10, 2026, 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 Purchase, Sale, and Development Agreement (the "Agreement") with New Community Development Corporation d/b/a Neighborworks Home Solutions (the "Developer"), and the proposal to convey certain real property (the "Development Property") located within the East Manawa Drive Housing Urban Renewal Area to the Developer, pursuant to the terms and conditions of the Agreement.

The Development Property includes the following property:

Lots 1-6, East Manawa Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.

Pursuant to the terms and conditions in the Agreement, the Developer would acquire the Development Property from the City for the purchase price of $35,000 per lot, for a total of $210,000 (the "Purchase Price") plus the obligation to construct certain Minimum Improvements on the Development Property, consisting of the construction of three (3) multi-family duplex buildings, creating a total of six (6) housing units on the Development Property, together with all related site improvements.

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 364.7, Code of Iowa.

Dated this _____ day of _____, 2026.

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

(End of Notice)

PASSED AND APPROVED this 27th day of July, 2026.

_____
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 28th day of July, 2026.

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

(SEAL)

4897-1875-0397-1\10342-226

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 26-256
Resolution setting the date for a public hearing for August 10, 2026 at 7:00 p.m. on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with Midwest Architects and Development LLC.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Midwest Architects and Development LLC PSDA - Execution Version
Notice of Public Hearing
26-256.docx

Prepared by: Dessie Redmond, Housing & Economic Development Planner
Approved by: Christopher N. Gibbons, AICP, Director, Community Development Department

4.G

Council Communication

Department: Community Development	Resolution No: 26 -	Set the Public Hearings: July 27, 2026 Public Hearings: August 10, 2026

Subject/Title

Resolution setting the date for a public hearing on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with Midwest Architects and Development LLC.

Background/ Discussion

Background

On July 28, 2025, the Council Bluffs City Council approved Resolution No. 25-193 which authorized the Community Development Department to release a Request for Proposals (RFP) for City-owned property situated at the southeast corner of Mohawk Street and Comanche Street.

Additionally on July 28, 2025, City Council approved Resolution No. 25-194, which established the minimum development requirements, competitive criteria, and procedures for disposition of said property. Since the property is located within the East Manawa Drive Housing Urban Renewal Area, the disposition of the land must comply with Iowa urban renewal laws. As part of the disposition, Iowa urban renewal statutes require the City ensure a reasonable competitive bidding procedure and 30 days to respond. This also includes providing notice by publication in a newspaper having a general circulation to the community 30 days prior to the execution of a contract involving the transfer of property.

On July 29, 2025, the City released a Request for Proposals (RFP) through its IonWave online bidding portal, which included an email notification to approximately 80 real estate developers/brokers throughout the Council Bluffs-Omaha Metropolitan Area and Midwest region. This was the second time this project had gone out to RFP. The first time the RFP was released in April, no responses were submitted. Due to not receiving any responses, staff proposed an 'open' bidding process. The intention is to keep this RFP open until all lots are sold and that it is not required for a bidder to bid on all 22-24 lots. Additionally, with an open RFP, this allows the City to view responses as they are submitted in IonWave versus waiting until the RFP is closed. The RFP is set to tentatively close on August 20, 2026. The lots are being sold for $35,000 each.

Interested developers are required to submit proposals that demonstrate their capacity to satisfy the requirements of the RFP including:

1. Application
2. Project Summary – A brief written description of the project.
3. Project Plans – A scaled plot plan of the proposed development. The plot plan should illustrate the location of structures, parking areas, ingress and egress, open or landscape areas, etc. The developer must also submit additional information such as elevation drawings, photos of similar projects, typical floor plans, etc.

   Interior lots are 40' wide and set at this width due to existing infrastructure. The lot width must remain at 40' wide, the product look for the two-family units type can be up to the developer(s). The units can be affordable, market rate or a combination.

4. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.
5. Project Timeline – A timeline for the project design, bidding, construction and occupancy.
6. Financial Summary – Developer must provide a proposed cost and source of funding for the project, including a 10-year project proforma. Developer must also outline expected funding sources and projected date all financing will be secured.
7. Project Contingencies – Indicate any special assistance needed to implement the project, such as financial

assistance, state or federal applications, or other public participation.

Midwest Architects and Development LLC proposal was reviewed by staff of the Community Development Department and was scored using the following criteria, which was detailed in the RFP ensuring developers knew how they would be evaluated.

a. Design, Aesthetics and Quality of Construction Materials and Landscaping (45%): As an affordable redevelopment project in the E. Manawa area, the quality of design and materials is essential. A combination of durable materials and transparency with an urban appearance must be utilized. Preference will be given to developers that:

i. Create a multi-family environment following the R-3 zoning district and the applicable Overly Standards.
ii. Utilize architectural details such as color changes, material changes, minor wall offsets, height variations, wall setbacks, accent lines and upper floor step back to articulate building elevations. A list of acceptable building materials is outlined in the "Architectural" section of the East Manawa PR Development Standards. A list of materials and visual renderings of the site layout, units and exterior design must be provided as a part of this submittal.

b. Developer's Experience and Capacity (40%): The makeup/description of the developer's project team. The preferred developer will have significant experience in the construction of multi-family complexes. 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.

c. Funding Sources (15%): Preference will be given to Developers not utilizing either 4% or 9% Low Income Housing Tax Credits (LIHTC). Provide a list of proposed funding sources and when the funds are expected to be awarded/confirmed.

Discussion

Midwest Architects and Development LLC submitted a response to purchase and develop two lots (lots 23-24), which they propose to build one two-family attached residential unit. The project complies with all City building codes, R-3 zoning regulations and overlay standards. Staff reviewed the proposal and believes the Midwest Architects and Development LLC proposal fully complies with the requirements of the RFP and it achieves the City's long-range vision for the Lake Manawa Neighborhood. Since the proposal is in compliance with the regulations, the purchase agreement and development agreement (PSDA) is now being brought back to City Council for review and approval.

Midwest Architects and Development LLC would acquire the Development Property from the City for the purchase price of $35,000 per lot, for a total of $70,000 plus the obligation to construct certain Minimum Improvements on the Development Property, consisting of the construction of one (1) two-family unit, creating a total of two (2) housing units on the Development Property, together with all related site improvements.

A copy of the Agreement is attached for review.

Recommendation

Approval of resolution setting the date for a public hearing on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with Midwest Architects and Development LLC.

Attachments

1. Resolution
2. PSDA
3. Notice of Public Hearing

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF COUNCIL BLUFFS
AND
MIDWEST ARCHITECTS AND DEVELOPMENT LLC

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (the "Agreement") is made on or as of _____, 2026, by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (the "City") and MIDWEST ARCHITECTS AND DEVELOPMENT LLC, an Iowa limited liability company (the "Developer").

WITNESSETH:

WHEREAS, by Resolution No. 24-243, adopted September 23, 2024, the City 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 East Manawa Drive Housing Urban Renewal Plan (the "Urban Renewal Plan") for the East Manawa Drive Housing Urban Renewal Area (the "Urban Renewal Area") described therein; and

WHEREAS, the City is the owner of certain real property located within the Urban Renewal Area and legally described as

> Lots 23-24, East Manawa Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

(the "Development Property"); and

WHEREAS, the City desires to sell the Development Property to allow for the construction of residential development that will create property tax revenues and provide additional housing opportunities for residents, in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, by Resolutions No. 25-193 and 25-194, the City approved a Request for Proposals (the "RFP") for the development of the Development Property, the provisions of which are incorporated herein by reference; and

WHEREAS, the Developer submitted a proposal in response to the RFP, proposing to purchase the Development Property from the City and construct one two-family housing unit on the Development Property, and all related improvements, as more particularly described herein (the "Minimum Improvements"), on the Development Property (the "Project"); and

WHEREAS, by Resolution No. 26-144, the City declared its intention to accept the Developer's proposal; 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 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 mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEVELOPER REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Midwest Architects and Development LLC, is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa and having all requisite power and authority to purchase and own properties and to enter into and perform the 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 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. Developer shall cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

e. Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and in accordance with all local, State, and federal laws, ordinances, and regulations.

f. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and shall 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.

ARTICLE II. PURCHASE AND SALE OF DEVELOPMENT PROPERTY

Section 2.1. Transfer of Real Estate; Purchase Price. For the purchase price of $35,000 per lot, for a total of $70,000 (the "Purchase Price") and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Development Property, **subject to the rights reserved for the**

City as described in Section 2.9 and subject to existing easements and appurtenant servient estates and any zoning and other ordinances. The Purchase Price shall be paid as follows:

a. $3,000 due to the City upon execution of this Agreement, as a deposit toward the purchase price, which deposit shall be refunded to Developer if the transfer does not close as described in this Article II; and

b. The balance due to the City at Closing.

The transfer shall occur under the terms and conditions of this Agreement and following all procedural requirements to authorize the City's sale of the real estate, pursuant to Iowa Code Sections 364.7 and 403.8 and other applicable Iowa Code provisions.

Section 2.2. Closing. The City's obligation to transfer title of the Development Property to Developer, and Developer's obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on a date mutually agreed to by the parties, but no later than September 15, 2026 (the "Closing Date"), or such other date as is mutually agreed to in writing by the parties.

Possession of the Property shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City's possession shall be made as of the Closing Date. The transfer shall be considered closed upon (i) the delivery to Developer of a duly executed special warranty deed (the "Deed") for the Property, (ii) the filing of all title transfer documents, and (iii) the City's receipt of all funds due at the Closing Date from Developer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 2.3. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

a. The City agrees to pay:

i. City's attorney's fees or other professional fees incurred by City in connection with this transaction.
ii. Recording fees for any documents recorded to address or cure title defects identified pursuant to Section 2.7.
iii. Transfer taxes, if applicable.

b. The Developer agrees to pay:

i. The Purchase Price, subject to adjustment as provided herein.
ii. Costs to update and/or create an abstract of title for the Development Property pursuant to Section 2.7.
iii. Recording fee for the Deed.
iv. Developer's attorney's fees or other professional fees incurred by Developer in

connection with this transaction.

Section 2.4. Real Estate Taxes at Closing and After Closing. The Development Property is currently tax-exempt while owned by the City; accordingly, no real estate tax proration credit shall be provided at Closing. The Developer shall pay all subsequent real estate taxes assessed against the Development Property. The City shall pay or release all special assessments which are a lien on the Development Property as of the Closing Date. The Developer shall pay all subsequent special assessments against the Development Property.

Section 2.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing. In the event of substantial damage or destruction of the Development Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing.

Section 2.6. Inspection and Disclaimer of Warranties. Developer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Development Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Development Property with laws. Developer represents to the City that Developer has conducted, or will conduct prior to Closing, any investigations of the Development Property, including its physical and environmental condition, as the Developer deems necessary to satisfy itself as to the condition of the Property. **Developer acknowledges and agrees that at the Closing, Developer shall accept the Development Property "as is, where is, with all faults."** At the Closing, Developer shall be deemed to have released the City from any claims, known or unknown, which the Developer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Development Property, violations of any applicable laws, and any other matters regarding the Development Property. Developer acknowledges that the compensation to be paid to the City for the Development Property considers that the Development Property is being sold subject to the provisions of this Section 2.6.

Section 2.7. Abstract and Title. If requested by the Developer and at the Developer's expense, the City shall provide an abstract of title for the Development Property, continued at least through the date of this Agreement, and deliver the abstract to Developer for examination, which abstract shall become the property of Developer upon Closing. Such abstract of title shall show merchantable title in the City in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 2.8. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any

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

Section 2.9. Reserved Rights in Development Property. As security for the Developer's completion of the Minimum Improvements, the City reserves to itself certain rights in the Development Property, as described in this Section 2.9.

a. Right of First Refusal. Before the Developer may accept an offer to sell any lot included in the Development Property, the Developer must provide the City with written notice of Developer's intent to sell the Development Property (or the relevant portion thereof) (the "Developer's Sale Notice"). The Developer's Sale Notice must include a copy of the offer(s) received by the Developer from a third-party for purchase of the Development Property (or the relevant portion thereof) (the "Competing Offer"). For a period of thirty (30) days following its receipt of the Developer's Sale Notice, the City shall have the exclusive right to acquire the Development Property (or relevant portion thereof) at an amount equal to the purchase price offered in the Competing Offer **less $35,000** (the "ROFR Repurchase Price"); if multiple Competing Offers are outstanding, then the purchase price paid by the City shall be calculated using the highest purchase price offered for the Development Property (or relevant portion thereof) in any of the outstanding Competing Offers. If the City elects to complete the purchase of the Development Property (or relevant portion thereof), the City shall give written notice of its election to Developer within the 30-day period following Developer's Sale Notice.

b. Repurchase Remedy.

i. With respect to each lot included in the Development Property, until construction of improvements has been commenced on the lot (evidenced by foundation work or vertical construction), the City shall hold a right to repurchase (the "Repurchase Right") the lot from the Developer at the price of $35,000 per lot (the "Repurchase Price"). Upon commencement of improvement construction on a lot, the Developer may request from the City written, recordable documentation of the release of the City's Repurchase Right with respect to that lot.

ii. Prior to the release of the City's Repurchase Right, the City may exercise its Repurchase Right, in its reasonable discretion, if Developer commits an Event of Default, subject to any applicable cure periods, under this Agreement, as defined in Section 5.1. If one of the above conditions occurs, then the City shall automatically be entitled to exercise the City's Repurchase Right to reacquire title to any portion of the Development Property that has not been released from the Repurchase Right. To exercise the Repurchase Right, the City shall provide written notice to Developer of the City's intention to exercise the Repurchase Right.

c. Closing Procedures for City's Reserved Rights. After the City has provided written notice to Developer of its election to reacquire title to any lots in the Development Property under the rights reserved under Section 2.9(a) or Section 2.9(b), the transfer of title to the relevant real estate shall be completed as follows:

i. Within thirty (30) days of the City's notice, Developer shall provide to the City, at no cost to the City, an updated abstract of title for the relevant portion of the Development Property (updated at least through the date of the City's notice). The abstract of title shall show merchantable title in Developer in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. If any exceptions to title are identified by the City's review of the abstract of title, then Developer shall take all reasonable steps to address the exceptions to title by a date no later than sixty (60) days after a title opinion identifying the title exceptions is shared with the Developer, including, but not limited to: obtaining and recording, at no cost to the City, releases of all mortgages or liens on the relevant portion of the Development Property. Furthermore, the Developer shall take all reasonable steps to ensure the City acquires marketable title to the relevant portion of the Development Property through its exercise of its rights under this Section, including without limitation, the execution of appropriate deeds and other documents.

ii. A closing date (the "Reacquisition Closing Date") for completion of the City's repurchase of the relevant portion of the Development Property shall be scheduled on a mutually agreeable date, but no later than ninety (90) days after the City's notice. Subject to Unavoidable Delays (as defined in Section 3.1(d)), on the Reacquisition Closing Date, the Developer shall convey the relevant portion of the Development Property to the City by special warranty deed in exchange for payment of the ROFR Repurchase Price or Repurchase Price, as applicable.

ARTICLE III. COMPLETION OF PROJECT

Section 3.1. Construction of Minimum Improvements.

a. Developer shall complete certain "Minimum Improvements" on the Development Property, consisting of one two-family attached unit. Each two-family unit shall meet the East Manawa Subdivision Planned Residential (PR) Development Plan as outlined in the RFP. Construction must be consistent with the project proposal submitted by Developer pursuant to the RFP, which indicated the two-family attached unit will be two-stories with a floor plan of approximately 2,000 square feet. The Minimum Improvements shall be constructed consistent with all requirements and expectations set forth in the RFP.

b. Developer shall obtain or caused to be obtained, in a timely manner, all required permits, licenses, and approvals, if any, and shall 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 completed.

c. Construction of the Minimum Improvements (evidenced by issuance of a final certificate of occupancy for the Minimum Improvements on the Development Property) shall be completed by December 31, 2028, subject to Unavoidable Delays, unless the Developer and the City's Director of the Community Development Department agree in writing to an extension of this deadline.

d. For purposes 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; unreasonable delays in permitting or governmental approvals; boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; epidemics or pandemics recognized by the World Health Organization after the Commencement Date; litigation commenced by third parties; or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Section 3.2. Real Property Taxes. After Closing and prior to the Termination Date, 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 and improvements thereon under their ownership.

Section 3.3. No Violations or Claims. To Developer's knowledge and with respect to the Project, the Development Property and the Minimum Improvements, the Developer is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Developer with respect to such laws.

Section 3.4. Insurance. The Developer agrees, following Closing and until at least the Termination Date, to maintain builder's risk, property damage, and liability insurance coverages with respect to all portions of the Development Property and all improvements thereon then-owned by Developer in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 3.5. Compliance with Laws. Developer shall comply with all state, federal, and local laws, rules, and regulations relating to the Project, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 3.6. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Project so that City can determine compliance with the Agreement.

Section 3.7. Prohibition Against Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose

of all or substantially all of its assets and will not transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

Section 3.8. Prohibition Against Use as Non-Taxable or Centrally Assessed Property; TIF-Offset Payment Remedy.

a. During the term of this Agreement, the Developer, or its successors or assigns, agrees that the Development Property cannot be transferred or sold to a third-party non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability (excluding conveyance of any portion of the Development Property to the City). For the avoidance of doubt, the parties acknowledge that the Developer is a non-profit entity and further agree that nothing in this Section 3.8 prohibits ownership of the Development Property by the Developer.

b. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to 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)).

c. If Developer transfers ownership of the Development Property (or any portion thereof) in violation of Section 3.8(a) or Section 3.8(b), then Developer agrees to pay to the City $100,000 per lot transferred in violation of such provisions (the "TIF-Offset Payment"), as a payment to offset an estimated amount of increment tax revenues collectable by the City under Iowa Code Section 403.19 from the lot. The TIF-Offset Payment shall be due to be paid within thirty (30) days of such ownership transfer. The TIF-Offset Payment remedy described in this Section 3.8(c) is in addition to all other remedies available to the City following the Developer's violation of the provisions of Section 3.8(a) or Section 3.8(b), as further described in Section 5.1.

Section 3.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be 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 and any site/construction plans submitted to the City's building officials; (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 IV. INDEMNIFICATION

Section 4.1. Release and Indemnification. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article IV, 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.

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

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

The provisions of this Article IV shall survive the termination of this Agreement.

ARTICLE V. DEFAULT AND REMEDIES

Section 5.1. Default by Developer. Each of 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 occurring prior to the Termination Date: (a) failure by Developer to complete construction of the Minimum Improvements pursuant to the terms and conditions of this Agreement; (b) the Development Property or any portion thereof is put up for tax sale by the County; (c) failure by Developer to substantially observe or perform any covenant, condition, or obligation under this Agreement; or (d) 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.

Whenever any such Event of Default occurs and is continuing, and the Developer fails to cure said breach within thirty (30) days after written notice from the City to the Developer of the Event of Default, then the City may (i) suspend its performance under this Agreement; (ii) terminate this Agreement upon written notice to the Developer; or (iii) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

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.

Section 5.2. Default by City. If the City breaches, repudiates, or otherwise fails to timely perform this Agreement, then the Developer may elect to (i) terminate this Agreement by written notice to the City, or (ii) to enforce this Agreement by any remedy available to it under law, including specific performance.

Section 5.3. 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 5.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 6.2. 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 the Developer, is addressed or delivered personally to Midwest Architects and Development LLC at 149 W. Broadway, Council Bluffs, IA 51503, Council Bluffs, Iowa 51501; Attn: Darian Scott, Manager; and

b. In the case of the City, is addressed to or delivered personally to the City of Council Bluffs at 209 Pearl Street, Council Bluffs, IA 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 6.3. 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 6.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6.6. Entire Agreement. This Agreement and any exhibits hereto reflect the entire agreement between 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 6.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 6.8. Termination Date. This Agreement shall terminate and be of no further force or effect on December 31, 2036 (the "Termination Date"), unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 6.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, 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, the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Signature pages follow]

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Jill K. Almonte, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Jill K. Almonte 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 Purchase, Sale, and Development Agreement – City of Council Bluffs]

MIDWEST ARCHITECTS AND
DEVELOPMENT LLC
an Iowa limited liability company

By: _____
Darian Scott, Manager

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on _____, 2026, by Darian Scott, as the Manager of Midwest Architects and Development LLC.

_____
Notary Public in and for said state

My commission expires: _____

[Signature page to Purchase, Sale, and Development Agreement – Developer]

4922-1961-9518-1\10342-228

(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 CONVEY REAL PROPERTY TO MIDWEST ARCHITECTS AND DEVELOPMENT LLC PURSUANT TO A PROPOSED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT, 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 August 10, 2026, 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 Purchase, Sale, and Development Agreement (the "Agreement") with Midwest Architects and Development LLC (the "Developer"), and the proposal to convey certain real property (the "Development Property") located within the East Manawa Drive Housing Urban Renewal Area to the Developer, pursuant to the terms and conditions of the Agreement.

The Development Property includes the following property:

Lots 23-24, East Manawa Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.

Pursuant to the terms and conditions in the Agreement, the Developer would acquire the Development Property from the City for the purchase price of $35,000 per lot, for a total of $70,000 (the "Purchase Price") plus the obligation to construct certain Minimum Improvements on the Development Property, consisting of the construction of one (1) multi-family duplex buildings, creating a total of two (2) housing units on the Development Property, together with all related site improvements.

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 364.7, Code of Iowa.

Dated this _____ day of _____, 2026.

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

(End of Notice)

4906-2163-9869-1\10342-226

Resolution 26-256

ITEM TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA
July 27, 2026
7:00 P.M.

East Manawa Drive Housing Urban Renewal Plan

- Resolution setting the date for a public hearing on the proposal to convey interest in real property located within the East Manawa Drive Housing Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with Midwest Architects and Development 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.

July 27, 2026

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 Shudak, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY LOCATED WITHIN THE EAST MANAWA DRIVE HOUSING URBAN RENEWAL AREA, PURSUANT TO A PROPOSED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH MIDWEST ARCHITECTS AND DEVELOPMENT 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. 26-256

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY LOCATED WITHIN THE EAST MANAWA DRIVE HOUSING URBAN RENEWAL AREA, PURSUANT TO A PROPOSED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH MIDWEST ARCHITECTS AND DEVELOPMENT LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 24-243, adopted September 23, 2024, 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 East Manawa Drive Housing Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the East Manawa Drive Housing Urban Renewal Area (the "Area" or "Urban Renewal 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, by Resolutions No. 25-193 and 25-194, the City approved a Request for Proposals (the “RFP”) for the development of certain real property owned by the City and located in the Urban Renewal Area, including the property legally described as follows (the "Development Property"):

Lots 23-24, East Manawa Subdivision, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, Midwest Architects and Development LLC (the "Developer") submitted a proposal in response to the RFP, proposing to purchase the Development Property from the City and construct one (1) multi-family duplex buildings, creating a total of two (2) housing units on the Development Property, and all related improvements (the “Minimum Improvements”), on the Development Property (the “Project”); and

WHEREAS, by Resolution No. 26-161, the City declared its intention to accept the Developer’s proposal, subject to the execution of a purchase, sale, and development agreement for the Project; and

WHEREAS, by Resolution No. 26-144, adopted on April 20, 2026, this Council reiterated its intent to dispose of the Development Property to Developer and set a public hearing for May 4, 2026, related to the disposition; and

WHEREAS, this Council held a public hearing on May 4, 2026, and adopted Resolution 26-171, which directed transfer of the Development Property to Developer to be completed within 60 days of said Resolution; and

WHEREAS, the City and Developer have prepared a proposed Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to acquire the Development Property from the City for the purchase price of $35,000 per lot, for a total of $70,000, plus the obligation to construct certain Minimum Improvements (as defined in the Agreement) on the Development Property, and consisting of the construction of one (1) multi-family duplex buildings, creating a total of two (2) housing units on the Development Property, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, notwithstanding any prior Resolution of this Council identifying an earlier closing date for the transaction, the closing date for the disposition of the Development Property shall be as set forth in the Agreement; and

WHEREAS, the City finds the payment of the purchase price and other obligations being assumed by Developer under the Agreement constitute fair market value for the Development Property and that the City has completed a reasonable competitive bidding procedure, all consistent with Iowa Code Section 403.8; and

WHEREAS, Chapter 403, Code of Iowa, (the "Urban Renewal Law") authorizes cities to transfer property 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 Chapter 403, Code of Iowa; and

WHEREAS, to comply with the procedural requirements of the Iowa Code, pursuant to Iowa Code Sections 364.7 and 403.8, it is deemed sufficient if the action hereinafter described be taken, including that this Council has set forth its proposal in this Resolution and should now set a date for a public hearing on the proposed conveyance of the City’s interests in the Development Property, at which time this 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, by this Resolution, this Council does hereby determine that the consideration offered by Midwest Architects and Development LLC in the Purchase, Sale, and Development Agreement meets or exceeds a “fair value” for the Development Property, in compliance with Iowa Code Section 403.8.

Section 2. That this Council meet in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M. on August 10, 2026, for the purpose of taking action on the

matter of the proposal to convey interest in real property to Midwest Architects and Development LLC and to enter into a Purchase, Sale, and Development Agreement with Midwest Architects and Development LLC.

Section 3. 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 4. 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 CONVEY REAL PROPERTY TO MIDWEST ARCHITECTS AND DEVELOPMENT LLC HOME SOLUTIONS PURSUANT TO A PROPOSED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT, 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 August 10, 2026, 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 Purchase, Sale, and Development Agreement (the "Agreement") with Midwest Architects and Development LLC (the "Developer"), and the proposal to convey certain real property (the "Development Property") located within the East Manawa Drive Housing Urban Renewal Area to the Developer, pursuant to the terms and conditions of the Agreement.

The Development Property includes the following property:

Lots 23-24, East Manawa Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.

Pursuant to the terms and conditions in the Agreement, the Developer would acquire the Development Property from the City for the purchase price of $35,000 per lot, for a total of $70,000 (the "Purchase Price") plus the obligation to construct certain Minimum Improvements on the Development Property, consisting of the construction of one (1) multi-family duplex buildings, creating a total of two (2) housing units on the Development Property, together with all related site improvements.

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 364.7, Code of Iowa.

Dated this _____ day of _____, 2026.

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

(End of Notice)

PASSED AND APPROVED this 27th day of July, 2026.

_____
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 28th day of July, 2026.

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

(SEAL)

4897-1875-0397-1\10342-226

Council Communication

Department: Finance

Case/Project No.:

Subject/Title

Resolution 26-257 & 26-258
Resolution 26-257 directing the advertisement for sale of $6,900,000 (dollar amount subject to change) General Obligation Bonds, Series 2026A, and approving electronic bidding procedures and Official Statement.

Resolution 26-258 directing the advertisement for of $3,000,000 (dollar amount subject to change) Taxable General Obligation Bonds, Series 2026B, and approving electronic bidding procedures and Official Statement.

Background/Discussion

The General Obligation Bonds previously approved for FY27 CIP via Public Hearing, shall be two separate bond issues:

A) General Obligation Bonds, Series 2026A of $6,900,000 (dollar amount subject to change) for various general obligation bonds (essential corporate purposes and general corporate purposes) shall be combined for the purpose of issuance;

B) Taxable General Obligation Bonds, Series 2026B of $3,000,000 (dollar amount subject to change) for various general obligation bonds (general corporate purposes) shall be combined for the purpose of issuance.

In conjunction with PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of Bonds as well as to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

Staff Recommendation

The City is currently at Step 7 in the General Obligation Bonding process, which is to request approval of the resolution to advertise and public notice of 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 FY27. Upon approval of the advertisement, the next step is to hold the public hearing/sale of bond.

Attachments

Notice of Bond Sale 2026AB GO Bonds
Council_Bluffs_IA_Series_2026AB_Official_Statement
GO Bond Process_step 7.pdf
FY27 CIP
FY27 CIP Supplemental Information

26-257.docx
26-258.docx

Prepared by: Danielle Bemis
Approved by: Danielle Bemis

(To be published on or before August 4, 2026)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Council Bluffs, State of Iowa, hereafter described, must be received at the office of the Director of Finance, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503; Telephone: 712-890-5305 (the "Issuer") before 10:00 A.M., on the 10th day of August, 2026. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2026A, in the amount of $6,900,000*, to be dated September 15, 2026

TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026B, in the amount of $3,000,000*, to be dated September 15, 2026

(collectively the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Director of Finance at City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503.

- Electronic Internet Bidding: Electronic internet bids will be received at the office of the Director of Finance at City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503 and at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa at a meeting of the City Council on the above date at 7:00 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid

Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503; Telephone: 712-890-5305 or the Issuer's Municipal Advisor, PFM Financial Advisor LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, telephone 515-724-5724.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Council Bluffs, State of Iowa.

City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

4917-1804-5374-1\10342-222

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED JULY 27, 2026

New Issues **Rating: Moody's Ratings '___'**

Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Series 2026A Bonds is excludable from gross income for federal income tax purposes. Interest on the Series 2026A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations. The Series 2026A Bonds will NOT be designated as "qualified tax-exempt obligations". In the opinion of Ahlers & Cooney, P.C., Bond Counsel, interest on the Series 2026B Bonds paid to the owners thereof is includible in gross income for purposes of present federal income taxation. Interest on the Bonds is NOT exempt from present Iowa income taxes. See "TAX MATTERS" section herein for a more detailed discussion.

CITY OF COUNCIL BLUFFS, IOWA

$6,900,000* General Obligation Bonds, Series 2026A
$3,000,000* Taxable General Obligation Bonds, Series 2026B

BIDS RECEIVED: Monday, August 10, 2026, 10:00 A.M., Central Time
AWARD: Monday, August 10, 2026, 7:00 P.M., Central Time

Dated: Date of Delivery (September 15, 2026) **Principal Due:** June 1 as shown inside front cover

The $6,900,000* General Obligation Bonds, Series 2026A (the "Series 2026A Bonds") and the $3,000,000* Taxable General Obligation Bonds, Series 2026B (the "Series 2026B Bonds") (collectively, the "Bonds") are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and resolutions (the "Resolutions") to be adopted by the City Council of the City of Council Bluffs, Iowa (the "City"). The Bonds are being issued for various new money purposes. See "AUTHORITY AND PURPOSE" section herein for detailed project descriptions. The Bonds are general obligations of the City for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Bonds.

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-only form, in the principal amount of $5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal of the Bonds, payable annually on each June 1, beginning June 1, 2027 and interest on the Bonds, payable initially on June 1, 2027 and thereafter on each December 1 and June 1, will be paid to DTC by the City's Registrar/Paying Agent, UMB Bank, N.A., West Des Moines, Iowa (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date (the "Record Date").

THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

	Series 2026A Bonds	Series 2026B Bonds
MINIMUM BID:	$6,831,000	$2,976,000
GOOD FAITH DEPOSIT:	$69,000 Required of Purchaser Only	$30,000 Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "*TAX MATTERS*" for more information.	Federal: Taxable State: Taxable See "*TAX MATTERS*" for more information.

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as and if issued subject to the unqualified approving legal opinions of Ahlers & Cooney, P.C., Bond Counsel, Des Moines Iowa, to be furnished upon delivery of the Bonds. Ahlers & Cooney, P.C. is also serving as Disclosure Counsel to the City in connection with the issuance of the Bonds. It is expected the Bonds in the definitive form will be available on or about September 15, 2026 via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC. The Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate and is authorized to be distributed in connection with the offering of the Bonds for sale.

* Preliminary; subject to change.

CITY OF COUNCIL BLUFFS, IOWA

$6,900,000* General Obligation Bonds, Series 2026A

MATURITY: The Series 2026A Bonds will mature June 1 in the years and amounts as follows:

Year	Amount*
2027	$1,200,000
2028	2,250,000
2029	360,000
2030	380,000
2031	400,000
2032	415,000
2033	440,000
2034	460,000
2035	485,000
2036	510,000

*** PRINCIPAL ADJUSTMENT:** Preliminary; subject to change. The aggregate principal amount of the Series 2026A Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $7,050,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2026A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2026A Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST: Interest on the Series 2026A Bonds will be payable initially on June 1, 2027 and semiannually thereafter.

OPTIONAL REDEMPTION: The Series 2026A Bonds due after June 1, 2034, will be subject to call for redemption prior to maturity on said date or on any day thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Series 2026A Bonds to be redeemed at the address shown on the registration books.

CITY OF COUNCIL BLUFFS, IOWA

$3,000,000* Taxable General Obligation Bonds, Series 2026B

MATURITY: The Series 2026B Bonds will mature June 1 in the years and amounts as follows:

Year	Amount*
2027	$2,450,000
2028	550,000

*** PRINCIPAL ADJUSTMENT:** Preliminary; subject to change. The aggregate principal amount of the Series 2026B Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $3,050,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2026B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2026B Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST: Interest on the Series 2026B Bonds will be payable initially on June 1, 2027 and semiannually thereafter.

NO OPTIONAL REDEMPTION: The Series 2026B Bonds will NOT be subject to early redemption.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over $1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

Preliminary Official Statement: This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the near final "Preliminary Official Statement".

Review Period: This Preliminary Official Statement has been distributed to the City's staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the "Municipal Advisor") at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

Final Official Statement: Upon award of sale of the Bonds, the legislative body will authorize the preparation of a final Official Statement which, for each respective series of the Bonds, includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriters(s) (the "Syndicate Managers") and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager(s) within seven business days following the bid acceptance.

REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriter(s) to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor, or the underwriter(s). This Preliminary Official Statement does not constitute any offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor, or underwriter(s). The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Preliminary Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained herein.

Ahlers & Cooney, P.C. is also serving as Disclosure Counsel to the City in connection with the issuance of the Bonds.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the issues.

City of Council Bluffs, Iowa

Elected Officials

Jill K. Almonte	Mayor
Douglas Rew	Council Member
Roger Sandau	Council Member
Joe Disalvo	Council Member
Cole Button	Council Member
Steve Gorman	Council Member

Administration

Danielle Bemis, Director of Finance
Jodi Quakenbush, City Clerk
Malina Dobson, City Attorney

Bond Counsel and Disclosure Counsel

Ahlers & Cooney, P.C.
Des Moines, Iowa

Municipal Advisor

PFM Financial Advisors LLC
Des Moines, Iowa

TABLE OF CONTENTS

TERMS OF OFFERING ..... **i**

SCHEDULE OF BOND YEARS - Series 2026A Bonds ..... **ix**

SCHEDULE OF BOND YEARS - Series 2026B Bonds ..... **x**

EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES - SERIES 2026A BONDS

PRELIMINARY OFFICIAL STATEMENT

INTRODUCTION 1

AUTHORITY AND PURPOSE 1

INTEREST ON THE BONDS 2

OPTIONAL REDEMPTION OF THE SERIES 2026A BONDS 2

NO OPTIONAL REDEMPTION OF THE SERIES 2026B BONDS 2

PAYMENT OF AND SECURITY FOR THE BONDS 2

BOOK-ENTRY-ONLY ISSUANCE 3

FUTURE FINANCING 5

LITIGATION 5

DEBT PAYMENT HISTORY 5

LEGALITY 5

TAX MATTERS 6

BONDHOLDER'S RISKS 9

RATING 13

MUNICIPAL ADVISOR 13

CONTINUING DISCLOSURE 14

FINANCIAL STATEMENTS 14

CERTIFICATION 15

APPENDIX A - GENERAL INFORMATION ABOUT THE CITY OF COUNCIL BLUFFS, IOWA

APPENDIX B - FORMS OF LEGAL OPINIONS

APPENDIX C - JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT

APPENDIX D - FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM – SERIES 2026A BONDS

OFFICIAL BID FORM – SERIES 2026B BONDS

TERMS OF OFFERING

CITY OF COUNCIL BLUFFS, IOWA

$6,900,000* General Obligation Bonds, Series 2026A
$3,000,000* Taxable General Obligation Bonds, Series 2026B

Bids for the purchase of the City of Council Bluffs, Iowa's (the "City") $6,900,000* General Obligation Bonds, Series 2026A (the "Series 2026A Bonds") and the $3,000,000* Taxable General Obligation Bonds, Series 2026B (the "Series 2026B Bonds") (collectively, the "Bonds") will be received on Monday, August 10, 2026 before 10:00 A.M., Central Time, after which time they will be tabulated. The City Council will consider award of the Bonds at 7:00 P.M., Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, telephone 515-724-5734. Information may also be obtained from Ms. Danielle Bemis, Director of Finance, City of Council Bluffs, 209 Pearl Street, Council Bluffs, Iowa 51503, telephone 712-890-5305.

This section sets forth the description of certain terms of the Bonds as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

DETAILS OF THE SERIES 2026A BONDS

GENERAL OBLIGATION BONDS, SERIES 2026A, in the principal amount of $6,900,000* to be dated the date of delivery (anticipated to be September 15, 2026) in the denomination of $5,000 or multiples thereof, will mature June 1, as follows:

Year	Amount*
2027	$1,200,000
2028	2,250,000
2029	360,000
2030	380,000
2031	400,000
2032	415,000
2033	440,000
2034	460,000
2035	485,000
2036	510,000

* Preliminary; subject to change.

ADJUSTMENT TO SERIES 2026A BONDS MATURITY AMOUNTS

The aggregate principal amount of the Series 2026A Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $7,050,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2026A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2026A Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST ON THE SERIES 2026A BONDS

Interest on the Series 2026A Bonds will be payable on June 1, 2027 and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a Series 2026A Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month (whether or not a business day) preceding such interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION OF THE SERIES 2026A BONDS

The Series 2026A Bonds due after June 1, 2034, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Series 2026A Bonds to be redeemed at the address shown on the registration books.

DETAILS OF THE SERIES 2026B BONDS

TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026B, in the principal amount of $3,000,000* to be dated the date of delivery (anticipated to be September 15, 2026) in the denomination of $5,000 or multiples thereof, will mature June 1, as follows:

Year	Amount*
2027	$2,450,000
2028	550,000

* Preliminary; subject to change.

ADJUSTMENT TO SERIES 2026B BOND MATURITY AMOUNTS

The aggregate principal amount of the Series 2026B Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $3,050,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2026B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2026B Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

INTEREST ON THE SERIES 2026B BONDS

Interest on the Series 2026B Bonds will be payable on June 1, 2027 and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a Series 2026B Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month (whether or not a business day) preceding such interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

NO OPTIONAL REDEMPTION OF THE SERIES 2026B BONDS

The Series 2026B Bonds will NOT be subject to early redemption.

TERM BOND OPTION

For each respective series of Bonds, bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORMS for the Bonds for more information.) In any event, the above principal amount scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

GOOD FAITH DEPOSITS

A good faith deposit in the amount of $69,000 for the Series 2026A Bonds and $30,000 for the Series 2026B Bonds (collectively, the "Deposits") is required from the lowest bidder(s) only for each respective series of the Bonds. The lowest bidder(s), respectively for each series of the Bonds, are required to submit such Deposits, payable to the order of the City, not later than 12:00 P.M., Central Time, on the day of sale of the Bonds and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor, or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not received, the bid of the lowest bidder(s) may be rejected and the City may direct the second lowest bidder to submit deposits and thereafter may award the sale of each respective series of the Bonds to the same. No interest on the Deposits will accrue to the successful bidder(s) (the "Purchaser(s)"). The Deposits will be applied to the purchase price of each respective series of the Bonds. In the event Purchaser(s) fails to honor its accepted bid proposal, the applicable deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for a price not less than $6,831,000 for the Series 2026A Bonds and $2,976,000 for the Series 2026B Bonds, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations set forth under the "BIDDING PARAMETERS" section herein. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORMS provided by the City. The Bonds will be awarded to the bidder(s) for each respective series of Bonds offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSITS" sections herein. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of each respective series of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

For each respective series of the Bonds, each bidder's proposal must conform to the following limitations:

1. For each respective series, each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2026A BONDS and OFFICIAL BID FORM – SERIES 2026B BONDS provided by the City or through PARITY® competitive bidding system (the "Internet Bid System"). Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the Internet Bid System or any other means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of each prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2026A BONDS and OFFICAL BID FORM – SERIES 2026B BONDS. The time as maintained by the Internet Bid System shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Director of Finance at City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the Director of Finance at City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503, and at the office of the City's Municipal Financial Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling 212-849-5021.

Each prospective bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2026A BONDS and OFFICAL BID FORM – SERIES 2026B BONDS. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2026A BONDS and OFFICAL BID FORM – SERIES 2026B BONDS shall control in the event of conflict with information provided by the Internet Bid System.

BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry-only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser(s), as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder(s), the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser(s). Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser(s), except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser(s). Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser(s) shall not constitute cause for failure or refusal by the Purchaser(s) to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser(s).

DELIVERY

The Bonds will be delivered to the Purchaser(s) via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser(s), the Purchaser(s) may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser(s) five working days' notice of the delivery date and the City will expect payment in full on that date; otherwise, reserving the right at their option to determine that the Purchaser(s) failed to comply with the offer of purchase.

ELECTRONIC TRANSCRIPTS

The Purchaser(s) consent to the receipt of electronic transcripts and acknowledges the City's intended use of electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

ESTABLISHMENT OF ISSUE PRICE – SERIES 2026A BONDS

The Purchaser shall assist the City in establishing the issue price of the Series 2026A Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2026A Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto in "EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES – SERIES 2026A BONDS" to the TERMS OF OFFERING, with such modifications as may be appropriate or necessary in the reasonable judgment of the Purchaser, the City and Bond Counsel, will need to be signed by the Purchaser. All actions to be taken by the City under the TERMS OF OFFERING to establish the issue price of the Series 2026A Bonds may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Series 2026A Bonds) will apply to the initial sale of the Series 2026A Bonds (the "competitive sale requirements") because (i) the City shall disseminate this TERMS OF OFFERING to potential underwriters in a manner that is reasonably designed to reach potential underwriters, (ii) all bidders shall have an equal opportunity to bid, (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds, and (iv) the City anticipates awarding the sale of the Series 2026A Bonds to the bidder who submits a firm offer to purchase the Series 2026A Bonds at the highest price (or lowest interest cost), as set forth in the TERMS OF OFFERING.

Any bid submitted pursuant to the TERMS OF OFFERING shall be considered a firm offer for the purchase of the Series 2026A Bonds, as specified in the bid.

In the event the competitive sale requirements are not satisfied for the Series 2026A Bonds, the City shall so advise the Purchaser. The City may determine to treat (i) the first price at which 10% of a maturity of the Series 2026A Bonds (the "10% test") is sold to the public as the issue price of that maturity, and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2026A Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The Purchaser shall advise the City if any maturity of the Series 2026A Bonds satisfies the 10% test as of the date and time of the award of the Series 2026A Bonds. The City shall promptly advise the Purchaser, at or before the time of award of the Series 2026A Bonds, which maturities of the Series 2026A Bonds, if any, shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Series 2026A Bonds. **Prospective bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2026A Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2026A Bonds.**

By submitting a bid, the Purchaser shall (i) confirm the underwriters have offered or will offer the Series 2026A Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the

corresponding yield or yields, set forth in the bid submitted by the Purchaser, and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2026A Bonds, that the underwriters will neither offer nor sell unsold Series 2026A Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following (a) the close of the fifth (5th) business day after the sale date, or (b) the date on which the underwriters have sold at least 10% of that maturity of the Series 2026A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the City when the underwriters have sold 10% of that maturity of the Series 2026A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that in making the representation set forth above, the Purchaser will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2026A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event, an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2026A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2026A Bonds.

By submitting a bid, each bidder confirms that (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2026A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Series 2026A Bonds of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Series 2026A Bonds of that maturity or all Series 2026A Bonds of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser and as set forth in the related pricing wires; and (ii) any agreement among underwriters relating to the initial sale of the Series 2026A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2026A Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Series 2026A Bonds of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Series 2026A Bonds of that maturity or all Series 2026A Bonds of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires.

Sales of any Series 2026A Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this TERMS OF OFFERING. Further, for purposes of this TERMS OF OFFERING, (i) "public" means any person other than an underwriter or a related party, (ii) "underwriter" means (a) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026A Bonds to the public, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Series 2026A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026A Bonds to the public); (iii) a Purchaser of any of the Series 2026A Bonds is a "related party" to an underwriter if the underwriter and the Purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable,

if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and (iv) "sale date" means the date that the Series 2026A Bonds are awarded by the City to the Purchaser.

OFFICIAL STATEMENT

The City has authorized the preparation of this Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensations, aggregate principal amounts, principal amounts per maturity, anticipated delivery date, and underwriters, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which each respective series of the Bonds are awarded up to 10 copies of the final Official Statement to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which each respective series of the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter(s). Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriter(s) of the Bonds for purposes of assuring the receipt by each such Participating Underwriter(s) of the final Official Statement.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2026, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Purchaser(s) in complying with SEC Rule 15c2-12(b)(5).

Pursuant to the Rule, the City notes the following in the last five years related to its prior disclosure covenants:

The City's timely filed Annual Comprehensive Financial Report ("ACFR") and Financial and Operating Report for Fiscal Year ended June 30, 2021 (filed on January 18, 2022 and January 25, 2022, respectively, were not linked to the City's Series 2021A and Series 2021B Bonds. The base CUSIP changed for the 2021A and 2021B issues, which was not captured on the original filings. The ACFR and Financial and Operating Report for Fiscal Year ending June 30, 2021 were linked to the updated CUSIPS for Series 2021A and 2021B Bonds on April 4, 2022 (less than 10 days after the filing deadline). A failure to file notice was also posted at that time. Though otherwise timely available on EMMA under the City's CUSIP, the City failed to timely file or otherwise link its ACFR for the Fiscal Year ended June 30, 2022 to the Iowa Finance Authority Economic Development Revenue Bonds (the Marketplace Project – City of Council Bluffs, Iowa Annual Appropriation Tax Increment Revenues) Series 2015 (CUSIP: 46246M) (the "2015 IFA Bonds"). The report was posted on July 12, 2023 and a failure to file notice was posted on July 18, 2023. Semi-Annual Reports required under the 2015 IFA Bonds filed for the periods ending December 31, 2019, December 31, 2020, December 31, 2021 and December 31, 2022 excluded the Summary of Leases: Occupants information. Supplemental Lease information for each period was filed to EMMA on August 3, 2023 and August 14, 2023. The 2015 IFA Bonds were redeemed in full on May, 10, 2024, at which time continuing disclosure filings for the 2015 IFA Bonds ceased. The foregoing description should not be construed as an acknowledgment any such instance was material.

Other than as identified herein, in the previous five years, the City is not aware of other instances in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in SEC Rule 15c2-12 (b)(5)(i).

Breach of the undertakings will not constitute a default or an "Event of Default" under the Bonds or the Resolutions. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CUSIP NUMBERS

It is anticipated that the Committee on Uniform Security Identification Procedures ("CUSIP") numbers will be printed on the Bonds and the Purchaser(s) must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser(s) to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL
City of Council Bluffs, Iowa
/s/ Danielle Bemis, Director of Finance

SCHEDULE OF BOND YEARS

$6,900,000*
CITY OF COUNCIL BLUFFS, IOWA
General Obligation Bonds, Series 2026A

2026A Bonds Dated: September 15, 2026
Interest Due: June 1, 2027 and each December 1 and June 1 to maturity
Principal Due: June 1, 2027-2036

Year	Principal*	Bond Years	Cumulative Bond Years
2027	$1,200,000	853.33	853.33
2028	2,250,000	3,850.00	4,703.33
2029	360,000	976.00	5,679.33
2030	380,000	1,410.22	7,089.56
2031	400,000	1,884.44	8,974.00
2032	415,000	2,370.11	11,344.11
2033	440,000	2,952.89	14,297.00
2034	460,000	3,547.11	17,844.11
2035	485,000	4,224.89	22,069.00
2036	510,000	4,952.67	27,021.67

Average Maturity (dated date): 3.916 Years

* Preliminary; subject to change.

SCHEDULE OF BOND YEARS

$3,000,000*
CITY OF COUNCIL BLUFFS, IOWA
Taxable General Obligation Bonds, Series 2026B

2026B Bonds Dated:	September 15, 2026
Interest Due:	June 1, 2027 and each December 1 and June 1 to maturity
Principal Due:	June 1, 2027-2028

Year	Principal*	Bond Years	Cumulative Bond Years
2027	$2,450,000	1,742.22	1,742.22
2028	550,000	941.11	2,683.33

Average Maturity (dated date): 0.894 Years

* Preliminary; subject to change.

EXHIBIT 1

FORMS OF ISSUE PRICE CERTIFICATES -
SERIES 2026A BONDS

COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

ISSUE PRICE CERTIFICATE

City of Council Bluffs, Iowa
$_____ General Obligation Bonds, Series 2026A

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Series 2026A Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Series 2026A Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Series 2026A Bonds used by Purchaser in formulating its bid to purchase the Series 2026A Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Series 2026A Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Series 2026A Bonds.

2. **Defined Terms.**

a) *Issuer* means City of Council Bluffs, Iowa.

b) *Maturity* means Series 2026A Bonds with the same credit and payment terms. The Series 2026A Bonds with different maturity dates, or Series 2026A Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2026A Bonds. The Sale Date of the Series 2026A Bonds is August 10, 2026.

e) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2026A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Series 2026A Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2026A Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2026A Bonds.

[UNDERWRITER]

By:_____
Name:_____

Dated: September 15, 2026

SCHEDULE A

EXPECTED OFFERING PRICES

City of Council Bluffs, Iowa
$_____ General Obligation Bonds, Series 2026A

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

City of Council Bluffs, Iowa
$_____ General Obligation Bonds, Series 2026A

(*Attached*)

COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM ESTABLISHED UNDERWRITERS - HOLD OFFERING PRICE

ISSUE PRICE CERTIFICATE

City of Council Bluffs, Iowa
$_____ General Obligation Bonds, Series 2026A

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (["Purchaser")][the "Representative")][, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2026A Bonds").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2026A Bonds is attached to this certificate as Schedule B.

b) As set forth in the Official Terms of Offering and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Series 2026A Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2026A Bonds during the Holding Period.

3. Defined Terms.

a) *General Rule Maturities* means those Maturities of the Series 2026A Bonds listed in Schedule A hereto as the "General Rule Maturities."

b) *Hold-the-Offering-Price Maturities* means those Maturities of the Series 2026A Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) *Issuer* means City of Council Bluffs, Iowa.

e) *Maturity* means Series 2026A Bonds with the same credit and payment terms. The Series 2026A Bonds with different maturity dates, or the Series 2026A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2026A Bonds. The Sale Date of the Series 2026A Bonds is August 10, 2026.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2026A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Series 2026A Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2026A Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2026A Bonds.

[UNDERWRITER][REPRESENTATIVE]

By:_____
Name:_____

Dated: September 15, 2026

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

City of Council Bluffs, Iowa
$_____ General Obligation Bonds, Series 2026A

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

City of Council Bluffs, Iowa
$_____ General Obligation Bonds, Series 2026A

(*Attached*)

PRELIMINARY OFFICIAL STATEMENT

CITY OF COUNCIL BLUFFS, IOWA
$6,900,000* General Obligation Bonds, Series 2026A
$3,000,000* Taxable General Obligation Bonds, Series 2026B

INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Council Bluffs, Iowa (the "City") and its issuance of $6,900,000* General Obligation Bonds, Series 2026A (the "Series 2026A Bonds") and $3,000,000* Taxable General Obligation Bonds, Series 2026B (the "Series 2026B Bonds") (collectively, the "Bonds"). This Preliminary Official Statement has been executed on behalf of the City and its Director of Finance and may be distributed in connection with the sale of the Bonds authorized therein. Inquiries may be made to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309, telephone 515-724-5734. Information may also be obtained from Ms. Danielle Bemis, Director of Finance, City of Council Bluffs, 209 Pearl Street, Council Bluffs, Iowa 51503, telephone 712-890-5305.

AUTHORITY AND PURPOSE

The Bonds are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and resolutions (the "Resolutions") to be adopted by the City Council of the City.

The Series 2026A Bonds are being issued to provide funds to pay the costs of the acquisition, construction, reconstruction, improvement, repair, and equipping of waterworks, water mains, and extensions, and real and personal property, useful for providing potable water to residents of the city; the construction, reconstruction, and repairing of any street improvements; the acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection, treatment and disposal of sewage and industrial waste in a sanitary manner, for the collection and disposal of solid waste, and for the collection and disposal of surface waters and streams; the equipping of the police and fire departments; the rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks; acquisition, construction, reconstruction, enlargement, improvement, and equipping of city facilities and city enterprises, including building automation systems at SWILE; acquisition, construction, reconstruction, enlargement, improvement and equipping of recreation grounds, recreation buildings, recreation centers, and parks, including storage building at the Recreation Complex; acquisition, construction, reconstruction, extension, improvement and equipping of city facilities, including IT equipment and improvements; equipping of city enterprises, including vehicle acquisition for animal control; equipping city enterprises, including the vehicle acquisition for the parks department; the acquisition, construction, reconstruction, enlargement, improvement and equipping of recreation grounds and swimming pools, including Pirate Cove pool.

The Series 2026B Bonds are being issued to provide funds to pay the costs of the acquisition, construction, reconstruction, extension, improvement and equipping of city enterprises, including boiler replacement improvements, parking lot improvements at the Mid America Center, acquisition, construction, reconstruction, enlargement, improvement, and equipping of city facilities and city enterprises, including building automation systems at UP Museum, Bass Pro and Mid American Center, acquisition, construction, reconstruction, enlargement, improvement, and equipping of city enterprises, including roof and stage improvements at the Mid American Center.

The estimated sources and uses of the Bonds are as follows:

Sources of Funds*	Series 2026A Bonds	Series 2026B Bonds
Par Amount of Bonds	$6,900,000.00	$3,000,000.00
Uses of Funds*		
Deposit into Project Fund	$6,740,658.00	$2,940,000.00
Underwriter's Discount	69,000.00	24,000.00
Cost of Issuance & Contingency	90,342.00	36,000.00
Total Uses	$6,900,000.00	$3,000,000.00

*Preliminary; subject to change.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on June 1, 2027 and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by UMB Bank, N.A., West Des Moines, Iowa (the "Registrar") as of the 15th day of the month (whether or not a business day) preceding such interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION OF THE SERIES 2026A BONDS

The Series 2026A Bonds due after June 1, 2034, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Series 2026A Bonds to be redeemed at the address shown on the registration books.

NO OPTIONAL REDEMPTION OF THE SERIES 2026B BONDS

The Series 2026B Bonds will NOT be subject to early redemption.

PAYMENT OF AND SECURITY FOR THE BONDS

The Bonds are general obligations of the City and the unlimited taxing powers of the City are irrevocably pledged for their payment. Upon issuance of the Bonds, the City will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Bonds. If, however, the amount credited to the debt service fund for payment of the Bonds is insufficient to pay principal and interest, whether from transfers or from original levies, the City must use funds in its treasury and is required to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

Iowa Code section 76.2 provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of these political subdivisions, before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period [not exceeding twenty years]. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full."

Nothing in the Resolutions prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied, as described in the preceding paragraph, to pay all or any portion of the principal of or interest on the Bonds. If, and to the extent such other legally available moneys are used to pay the principal of or interest on the Bonds, the City may, but shall not be required to (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding

paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Bonds.

The Resolutions don't restrict the City's ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Bonds. For a further description of the City's outstanding general obligation debt upon issuance of the Bonds and the annual debt service on the Bonds, see "DIRECT DEBT" under "CITY INDEBTEDNESS" included in APPENDIX A herein. For a description of certain constitutional and statutory limits on the issuance of general obligation debt, see "DEBT LIMIT" under "CITY INDEBTEDNESS" included in APPENDIX A to this Preliminary Official Statement.

BOOK-ENTRY-ONLY ISSUANCE

The information contained in the following paragraphs of this subsection "Book-Entry-Only Issuance" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE." The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the Record Date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

FUTURE FINANCING

The City does not anticipate any additional general obligation borrowing needs within the next 90 days of this Preliminary Official Statement.

LITIGATION

The City is currently and routinely engaged in litigation in the ordinary course of business. However, to the knowledge of the City, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body for which the City has been served with process or official notice or threatened against or affecting the City or any reasonable basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect the transaction contemplated by this Preliminary Official Statement or the validity of the Bonds, the Resolutions, or any agreement or instrument to which the City is a party and which is used or contemplated for use in the transactions contemplated by this Preliminary Official Statement, and no member, employee or agent of the City has been served with any legal process regarding such litigation or other proceeding.

To the knowledge of the City, no litigation is pending or threatened which, in the opinion of the City's counsel, if decided adversely to the City would be likely to result, either individually or in the aggregate, in final judgments against the City which would materially adversely affect its ability to meet debt service payments on the Bonds when due, or its obligations under the Resolutions, or materially adversely affect its financial condition.

DEBT PAYMENT HISTORY

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

LEGALITY

The Bonds are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel has reviewed or prepared information describing the terms of the Bonds and Iowa and Federal law pertinent to the validity of and the tax-exempt status of interest on the Series 2026A Bonds and taxable status of interest on the Series 2026B Bonds, which can be found generally under the sections "AUTHORITY AND PURPOSE", "OPTIONAL REDEMPTION OF THE SERIES 2026A BONDS", "NO OPTIONAL REDEMPTION OF THE SERIES 2026B BONDS", "PAYMENT AND SECURITY FOR THE BONDS" and "TAX MATTERS", herein. Additionally, Bond Counsel has provided its "FORMS OF LEGAL OPINIONS" and "FORM OF CONTINUING DISCLOSURE CERTIFICATE", included in APPENDIX B and APPENDIX D, respectively, within this Preliminary Official Statement. The "FORMS OF LEGAL OPINIONS" as set out in APPENDIX B to this Preliminary Official Statement, will be delivered at closing.

The legal opinions to be delivered concurrently with the delivery of each series of the Bonds, expresses the professional judgment of the attorneys rendering the opinion as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

There is no bond trustee or similar person to monitor or enforce the provisions of the Resolutions. The owners of the Bonds should, therefore, be prepared to enforce such provisions themselves if the need to do so arises. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolutions) may have to be enforced from year to year. The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Bonds cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Bonds.

In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel's opinions. The opinions will state, in part, that the obligation of the City with respect to the Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, heretofore or hereafter, enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases.

TAX MATTERS

With Respect to the Series 2026A Bonds

Tax Exemptions and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Series 2026A Bonds. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and facilities financed with bond proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Series 2026A Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Series 2026A Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2026A Bonds.

Subject to the City's compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Series 2026A Bonds is excludable from gross income for federal income tax purposes. Interest on the Series 2026A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest may be taken into account for the purpose of computing the alternative minimum tax imposed on corporations.

The prospective purchaser of the Series 2026A Bonds should be aware that ownership of the Series 2026A Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. The prospective purchasers of the Series 2026A Bonds should consult their tax advisors as to collateral federal income tax consequences.

The interest on the Series 2026A Bonds is NOT exempt from present Iowa income taxes.

Ownership of the Series 2026A Bonds may result in other federal, state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Series 2026A Bonds. The prospective purchaser of the Series 2026A Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

NOT Qualified Tax-Exempt Obligations: The Series 2026A Bonds will NOT be designated as "qualified tax-exempt obligations" under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Aggregate tax-exempt issuances by the City and component units in calendar year 2026 exceed $10,000,000.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Series 2026A Bonds. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in the Series 2026A Bonds.

Audits: The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Series 2026A Bonds. If an audit is commenced, under current procedures the Service may treat the City

as a taxpayer and the Series 2026A Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Series 2026A Bonds until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Series 2026A Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bondholder who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Legislation: Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Judicial interpretation of state or federal laws, rules or regulations may also affect the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Series 2026A Bonds will not have an adverse effect on the tax status of interest or other income on the Series 2026A Bonds or the market value or marketability of the Series 2026A Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Series 2026A Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

From time to time, current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, court decisions, or clarification of the Code may cause interest on the Series 2026A Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Series 2026A Bonds from realizing the full current benefit of the tax status of such interest. From time to time proposals are made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2026A Bonds. The introduction or enactment of any such legislative proposals, court decisions, or clarification of the Code may also affect, perhaps significantly, the market price for, or marketability of the Series 2026A Bonds. The prospective purchaser(s) of the Series 2026A Bonds should consult their own tax advisors regarding any pending or proposed tax legislation, as to which Bond Counsel expresses no opinion except as set forth in APPENDIX B to this Preliminary Official Statement.

With Respect to the Series 2026B Bonds

Taxability and Related Considerations: In the opinion of Bond Counsel, under existing law, interest on the Series 2026B Bonds will be included in gross income of the owners thereof for federal income tax purposes.

The interest on the Series 2026B Bonds is NOT exempt from present Iowa income taxes.

Ownership of the Series 2026B Bonds may result in other federal, state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Series 2026B Bonds. The prospective purchaser(s) of the Series 2026B Bonds should consult their tax advisors regarding the applicability of any such federal, state and local taxes.

With Respect to the Bonds (Applicable to both Series)

Discount and Premium on Certain Bonds: The initial public offering price of certain Bonds (the "Discount Bonds") may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of Discount Bonds (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bonds. Purchasers of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable

provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (the "Premium Bonds") may be greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of Premium Bonds (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Premium Bonds. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Enforcement: Holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolutions. There is no bond trustee or similar person to monitor or enforce the terms of the Resolutions. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolutions) may have to be enforced from year to year. The enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel's opinions.

The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Bonds cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Bonds. In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel's opinions. The opinions, to be delivered concurrently with the delivery of the Bonds, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolutions, including principal of and interest on the Bonds.

Opinions: The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Bond Counsel's opinions are not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinions of Bond Counsel and Bond Counsel's opinions are not binding on the Service. Bond Counsel assumes no obligation to update its opinions after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

ALL POTENTIAL PURCHASERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE BONDS (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).

BONDHOLDER'S RISKS

An investment in the Bonds is subject to certain risks. No person should purchase the Bonds unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Bonds. An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Secondary Market Not Established: There is no established secondary market for the Bonds, and there is no assurance a secondary market will develop for the purchase and sale of the Bonds. Prices of municipal bonds traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance of the entities operating the facilities subject to bonded indebtedness. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal bonds as a result of the financial condition or market position, prevailing market conditions, lack of adequate current financial information about the entity, operating the subject facilities, or a material adverse change in the operations of that entity, whether or not the subject Bonds are in default as to principal and interest payments, and other factors which, may give rise to uncertainty concerning prudent secondary market practices.

Municipal bonds are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss: Moody's Ratings ("Moody's") has assigned a rating of '___' to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Matters Relating to Enforceability: Holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolutions.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolutions. The opinions, to be delivered concurrently with the delivery of the Bonds, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolutions, including principal of and interest on the Bonds.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words "plan," "projected," "estimate," "budget," "pro-forma," "forecast," "intend," "expect" and similar expressions identify forward-looking statements. The achievement of certain results or other

expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements expressed or implied by such forward-looking statements to differ. The City does not expect or intend to update or revise any forward-looking statements contained herein if or when its expectations, or events, conditions or circumstances on which such statements are based occur. Included in such risks and uncertainties are (i) those relating to the possible invalidity of the underlying assumptions and estimates, (ii) possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances, and (iii) conditions and actions taken or omitted to be taken by third parties, including legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions, all of which are difficult or impossible to predict accurately. For these reasons, there can be no assurance that the forward-looking statements included in this Preliminary Official Statement will prove to be accurate.

Undue reliance should not be placed on forward-looking statements. All forward-looking statements included in this Preliminary Official Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur or fail to occur, other than as indicated in the "CONTINUING DISCLOSURE" section herein.

Financial Condition of the City from time to time: No representation is made as to the future financial condition of the City. Certain risks discussed herein could adversely affect the financial condition and or operations of the City in future. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

Loss of Tax Base/Climate Impacts: Economic and other factors beyond the City's control, such as economic recession, deflation of property values, or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the corporate boundaries of the City. In addition, the State of Iowa and the City have been susceptible to tornados, derechos, flooding and other extreme weather wherein winds and flooding have from time to time caused significant damage, which if such events were to occur may have an adverse impact on the City's financial position. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

Potential Impacts Resulting from Epidemics or Pandemics: The City's finances may be materially adversely affected by unforeseen impacts of future epidemics and pandemics. The City cannot predict future impacts of epidemics or pandemics, any similar outbreaks, or their impact on travel, on assemblies or gatherings, on the State, national or global economy, or on securities markets, or whether any such disruptions may have a material adverse impact on the financial condition or operations of the City, included but not limited to the payment of debt service on any of its outstanding debt obligations. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

Changes in Property Taxation: From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Such alterations could adversely affect the City's financial condition. Historically, changes to property tax calculations and impositions are imposed on a prospective basis. However, there is no assurance that future changes to property taxation by the Iowa General Assembly will not be applied retroactively. See "PROPERTY TAX LEGISLATION" under "CITY PROPERTY VALUATIONS" included in APPENDIX A to this Preliminary Official Statement herein for additional discussion on recent legislation impacting property taxes. It is impossible to predict the outcome of future property taxation changes by the Iowa General Assembly or resulting impacts on the City's financial condition. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition. The City cannot predict whether any insurance policies that may be maintained by the City would be sufficient in the event of a cyber breach. See "INSURANCE" under "THE CITY" included in Appendix A of this Preliminary Official Statement for more details regarding insurance coverages maintained by the City. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

Pensions: Pursuant to Governmental Accounting Standards Board ("GASB") Statement No. 68, the City reported a liability of $7,594,451 within its Annual Comprehensive Financial Report ("ACFR") as of June 30, 2025 for its proportionate share of the net pension liability related to IPERS, as defined herein. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2024, the City's collective proportion was 0.205655% which was a decrease of 0.00363% from its proportion measured as of June 30, 2023.

Additionally, the City reported a liability of $36,422,051 within its ACFR as of June 30, 2025 for its proportionate share of the net pension liability related to MFPRSI, as defined herein. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2024, the City's proportion was 5.511958% which was a decrease of 0.259914% from its proportion measured as of June 30, 2023.

See "EMPLOYEES AND PENSIONS" under "THE CITY" included in APPENDIX A to this Preliminary Official Statement for more summary information related to the City's contributions and Note 7 of APPENDIX C – JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT for additional information related to the City's qualifications, benefits, deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity. Changes to the City's pension contributions, or available sources to fund said contributions, may adversely affect the City's financial condition. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

Continuing Disclosure: A failure by the City to comply with continuing disclosure obligations (see "CONTINUING DISCLOSURE" herein) will not constitute an event of default on the Bonds. Any such failure must be disclosed in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), and may adversely affect the transferability and liquidity of the Bonds and their market price.

Bankruptcy: The rights and remedies available to holders of the Bonds may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds and the Resolutions, including the opinions of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolutions. In the event the City fails to comply with its covenants under the Resolutions or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Iowa Code Chapter 76, specifically sections 76.16 and 76.16A, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, " debt" means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Code of Iowa, or other political subdivision.

Suitability of Investment: The interest rate borne by the Bonds is intended to compensate the investor for assuming the risk of investing in the Bonds. Each prospective investor should carefully examine this Preliminary Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

Tax Levy Procedures: The Bonds are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Bonds for a particular fiscal year may cause bondholders to experience a delay in the receipt of distributions of principal of and/or interest on the Bonds. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolutions) may have to be enforced from year to year. See "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be affected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See "BOOK-ENTRY-ONLY ISSUANCE" herein.

With Respect to the Series 2026A Bonds

Tax Matters and Loss of Tax Exemption: As discussed under the heading "TAX MATTERS" herein, the interest on the Series 2026A Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Series 2026A Bonds, as a result of acts or omissions of the City in violation of its covenants in the resolution for the Series 2026A Bonds. Should such an event of taxability occur, the Series 2026A Bonds would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Series 2026A Bonds, and there is no provision for an adjustment of the interest rates on the Series 2026A Bonds.

It is possible legislation will be proposed or introduced that could result in changes in the way that tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of legislation being enacted cannot be reliably predicted.

It is also possible actions of the City, after the closing of the Series 2026A Bonds, will alter the tax status of the Series 2026A Bonds, and, in the extreme, remove the tax-exempt status from the Series 2026A Bonds. In that instance, the Series 2026A Bonds are not subject to mandatory prepayment and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Series 2026A Bonds, after closing of the Series 2026A Bonds, could materially adversely affect the value and marketability of the Series 2026A Bonds.

Federal and State Tax Legislation: From time to time, there are Presidential proposals, proposals of various federal committees, legislative proposals pending in Congress, and proposals pending in the Iowa General Assembly that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Series 2026A Bonds or otherwise prevent holders of the Series 2026A Bonds from realizing the full benefit of the tax exemption of interest on the Series 2026A Bonds. Further, such proposals may impact the marketability or market value of the Series 2026A Bonds simply by being proposed. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Series 2026A Bonds. In addition, regulatory actions are from time-to-time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability, or tax status of the Series 2026A Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2026A Bonds would be impacted thereby.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Bonds are an appropriate investment.

RATING

The Bonds are rated '___' by Moody's. In addition, Moody's maintains a rating of 'Aa2' on the City's long-term general obligation debt. Such rating on long-term debt reflects only the view of the rating agency and any explanation of the significance of such rating may only be obtained from Moody's. There is no assurance that such rating will continue for any period of time or that it will not be revised or withdrawn. Any revision or withdrawal of the rating may have an effect on the market price of the Bonds.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa as Municipal Advisor in connection with the preparation of the issuance of the Bonds. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2026, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal

Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Purchaser(s) in complying with SEC Rule 15c2-12(b)(5).

Pursuant to the Rule, the City notes the following in the last five years related to its prior disclosure covenants:

The City's timely filed Annual Comprehensive Financial Report ("ACFR") and Financial and Operating Report for Fiscal Year ended June 30, 2021 (filed on January 18, 2022 and January 25, 2022, respectively, were not linked to the City's Series 2021A and Series 2021B Bonds. The base CUSIP changed for the 2021A and 2021B issues, which was not captured on the original filings. The ACFR and Financial and Operating Report for Fiscal Year ending June 30, 2021 were linked to the updated CUSIPS for Series 2021A and 2021B Bonds on April 4, 2022 (less than 10 days after the filing deadline). A failure to file notice was also posted at that time. Though otherwise timely available on EMMA under the City's CUSIP, the City failed to timely file or otherwise link its ACFR for the Fiscal Year ended June 30, 2022 to the Iowa Finance Authority Economic Development Revenue Bonds (the Marketplace Project – City of Council Bluffs, Iowa Annual Appropriation Tax Increment Revenues) Series 2015 (CUSIP: 46246M) (the "2015 IFA Bonds"). The report was posted on July 12, 2023, and a failure to file notice was posted on July 18, 2023. Semi-Annual Reports required under the 2015 IFA Bonds filed for the periods ending December 31, 2019, December 31, 2020, December 31, 2021 and December 31, 2022 excluded the Summary of Leases: Occupants information. Supplemental Lease information for each period was filed to EMMA on August 3, 2023 and August 14, 2023. The 2015 IFA Bonds were redeemed in full on May, 10, 2024, at which time continuing disclosure filings for the 2015 IFA Bonds ceased. The foregoing description should not be construed as an acknowledgment any such instance was material.

Other than as identified herein, in the previous five years, the City is not aware of other instances in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in SEC Rule 15c2-12(b)(5)(i).

Breach of the undertakings will not constitute a default or an "Event of Default" under the Bonds or the Resolutions. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

FINANCIAL STATEMENTS

The City's Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2025 as prepared by a certified public accountant is reproduced as APPENDIX C. The City's certified public accountant has not consented to distribution of the Annual Comprehensive Financial Report and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City's prior Annual Comprehensive Financial Reports may be obtained from the City's Municipal Advisor, PFM Financial Advisors LLC.

CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Bonds. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of $6,900,000* General Obligation Bonds, Series 2026A and $3,000,000* Taxable General Obligation Bonds, Series 2026B.

CITY OF COUNCIL BLUFFS, IOWA
/s/ Danielle Bemis, Finance Director

* Preliminary; subject to change.

APPENDIX A

GENERAL INFORMATION ABOUT THE CITY OF COUNCIL BLUFFS, IOWA

The $6,900,000 General Obligation Bonds, Series 2026A (the "Series 2026A Bonds") and the $3,000,000* Taxable General Obligation Bonds, Series 2026B (the "Series 2026B Bonds"), collectively (the "Bonds") are general obligations of the City of Council Bluffs, Iowa (the "City") for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Bonds.*

* Preliminary; subject to change.

CITY PROPERTY VALUATIONS

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2025 final Actual Values were adjusted by the Mills and Pottawattamie County Auditor. The reduced values, determined after the application of rollback percentages, are the taxable values subject to tax levy. For assessment year 2025 (applicable to Fiscal Year 2026-27), the taxable value rollback rate is 44.5345% of actual value for residential property; 59.4401% of actual value for agricultural property and 100.0000% of the actual value of utility property. The residential taxable rollback rate of 44.5345% would apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars ($0), but does not exceed one hundred fifty thousand dollars ($150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars ($150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services. See "PROPERTY TAX LEGISLATION" herein for a discussion on recent legislative revisions to the administration of certain property taxes in Iowa.

PROPERTY VALUATIONS (1/1/2025 Valuation Taxes payable July 1, 2026 through June 30, 2027)

	100% Actual Value	Taxable Value (With Rollback)
Residential	$4,584,826,752	$2,032,327,209
Commercial	1,699,263,552	1,449,792,583
Industrial	660,854,307	591,505,058
Railroad	21,036,417	18,836,320
Utilities w/o Gas & Electric	7,780,490	7,624,880
Gross valuation	$6,973,761,518	$4,100,086,050
Less exemptions	(29,945,500)	(29,945,500)
Net valuation	$6,943,816,018	$4,070,140,550
TIF Increment (used to compute debt service levies and constitutional debt limit)	$181,704,184 [1) 2)]	$131,921,065 [1) 2)]
Taxed separately		
Ag. Land & Building	$15,413,462 [3)]	$9,163,153 [3)]
Gas & Electric Utilities	$2,887,809,438	$215,740,227

1) Reduced by $163,500 of exemptions.
2) Excludes $81,400 of Ag TIF increment
3) Reduced by $4,000 of Military exemption.

Source: Iowa Department of Management.

2025 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY [1)]

	Taxable Valuation	Percent Total
Residential	$2,032,327,209	47.09%
Commercial, Industrial and Utility	2,048,922,521	47.47%
Gas & Electric Utilities	215,740,227	5.00%
Railroad	18,836,320	0.44%
Total Gross Taxable Valuation	$4,315,826,277	100.00%

1) Includes all Utilities but excludes Taxable TIF Increment, Ag. Land and Ag. Buildings.

TREND OF VALUATIONS

Assessment Year	Payable Fiscal Year	100% Actual Valuation	Taxable Valuation (With Rollback)	Taxable TIF Increment
2021	2022-23	$6,436,718,171	$3,220,798,982	$104,382,274
2022	2023-24	7,315,605,774	3,180,636,506	101,992,301
2023	2024-25	8,551,193,845	3,531,320,658	91,030,248
2024	2025-26	8,491,660,020	3,720,193,814	68,926,123
2025	2026-27	10,028,824,502	4,285,880,777	131,921,065

The 100% Actual Valuation, before rollback and after reduction of the exemptions, include Ag. Land, Ag. Buildings, TIF Increment, and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of the exemptions, include Gas & Electric Utilities and exclude the Taxable TIF Increment, Ag. Land and Ag. Buildings. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuation including the Taxable TIF Increment.

Source: Iowa Department of Management

UTILITY PROPERTY TAX REPLACEMENT

Property owned by entities involved primarily in the production, delivery, service, sale of electricity, natural gas and rate-regulated water utilities ("Utilities") pay a replacement tax based upon the delivery of electricity, natural gas or water by Utilities in lieu of property taxes. All replacement taxes are allocated among local taxing bodies by the State Department of Revenue and the Department of Management. This allocation is made in accordance with a general allocation formula developed by the Department of Management on the basis of general property tax equivalents. Utility properties paying the replacement tax are exempt from the levy of property tax by political subdivisions. In addition to the replacement tax, Utility property will continue to be valued by a special method as provided in the statute and taxed at the rate of three cents per one thousand dollars for the general fund of the State.

By statute, the replacement tax collected by the State of Iowa and allocated among local taxing bodies (including the City) shall be treated as property tax when received and shall be disposed of by the county treasurer as taxes on real estate. It is possible that the general obligation debt capacity of the City could be adjudicated to be proportionately reduced in future years if Utility property were determined to be other than "taxable property" for purposes of computing the City's debt limit under Article XI of the Constitution of the State of Iowa. There can be no assurance that future legislation will not (i) operate to reduce the amount of debt the City can issue or (ii) adversely affect the City's ability to levy taxes in the future for the payment of the principal of and interest on its outstanding debt obligations, including the Bonds. Approximately 5.00% of the City's 1/1/2025 gross taxable valuation is currently classified as gas and electric utility property.

LARGER TAXPAYERS

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Pottawattamie County Auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas providers (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

Taxpayer – Legal Name	Taxpayer – Business Name	Valuation Category	1/1/2025 Taxable Valuation
Questa LLC	Google	Commercial	$394,517,391
Mid-American Electric	Mid-American Energy	Utility	163,166,148
Horseshoe Council Bluffs LLC	Horseshoe Casino	Commercial	85,603,364
Harrah's Council Bluffs LLC	Harrah's Casino	Commercial	67,591,754
B33 Metro Crossing II LLC	Metro Crossings Retail Center	Commercial	57,623,719
Tetra LLC	Google	Commercial	52,707,621
Pinnacle Entertainment Inc.	Ameristar Casino	Commercial	45,132,962
Menard Inc.	Menard Inc.	Commercial	34,080,454
Struck Oil (Multi) LLC	Struck Oil	Commercial	31,295,404
Amazon.com Services LLC	Amazon	Commercial	29,019,082

Source: Pottawattamie County Auditor's Office

PROPERTY TAX LEGISLATION

Over time, the Iowa Legislature has modified the process and calculation of taxable valuations for various classifications of property. For example, in 2013 maximum annual taxable value growth due to revaluation of residential and agricultural property was reduced from 4% to 3%, rollback calculations were modified, a new multi-residential classification was created, and an appropriation made to replace some lost tax revenue due to rollbacks. In 2021, the multi-residential classification was removed, and a phase out of the appropriation for rollback initiated. In 2023, SF181 was signed into law by the Governor on February 20, 2023, effective upon enactment. SF181 reduced the residential rollback for the 2022 assessment year (affecting Fiscal Year 2023-24) from 56.4919% to 54.6501%. SF181 reduced the residential rollback for the 2023 assessment year (affecting Fiscal Year 2024-2025) from 54.6501% to 46.3428%. This resulted in a reduction in taxable valuation in the residential, commercial, industrial and railroad property classes upon which the District levies property taxes.

On May 4, 2023, the Governor signed House File 718 ("HF 718"), a property tax reform law aimed at reducing property tax growth in Iowa. Among other things, HF 718 permanently consolidates several existing city property tax levies and creates a new adjusted city general fund levy ("ACGFL"). To control the growth of property taxes, the new ACGFL per HF 718 (amended again in 2026, see below discussion of SF 2472) is subject to potential limitation or reduction by constraining growth up to 3% each year, depending on if certain growth triggers are met or exceeded during the prior year. For Fiscal Year 2023-24, the City calculated the new ACGFL as the baseline rate and the first annual ACGFL adjustment began in Fiscal Year 2024-25. Certain levies like debt service, pensions, employee benefits and capital improvement reserve fund are not included in the new ACGFL limitation. The City's Budget for Fiscal Year 2024-25 accommodated the HF718 mitigation of tax revenue relative to its non-TIF taxable valuation growth.

On May 1, 2024, new legislation ("SF 2442") was signed into law by the Governor, which amongst other things, adjusted levy rates modified under HF 718 based on default rates and certain growth parameters for taxes and budgets for Fiscal Year 2025-26. The City's Budget for Fiscal Year 2025-26 accommodated the SF 2442 mitigation of tax revenue relative to its non-TIF taxable valuation growth. Similarly, the City's Budget for Fiscal Year 2026-27 accommodates SF 2442 mitigation of tax revenues.

On May 18, 2026, the Governor signed into law Iowa Senate File 2472 ("SF 2472"), which enacts comprehensive reforms to Iowa's property tax system. SF 2472, among other things: (i) imposes growth-based caps limiting annual increases in property tax levy rates, generally restricting levy growth to 102% of the prior year's certified property tax dollars exclusive of New Valuation (defined in the bill); (ii) restricts unassigned general fund reserves of certain local governments to 35% of budgeted general fund expenditures; (iii) prohibits the issuance of bonds or other indebtedness payable from ad valorem property taxes to fund general governmental operations; (iv) limits new urban renewal revenue division ordinances to a 23-year duration and imposes a 60% cap on tax increment captures from existing unlimited-duration urban renewal areas after 20 years; and (v) restructures the homestead credit program, replacing the existing credit with a new exemption of 10% of taxable value per eligible homestead (minimum $5,500, maximum $20,000, indexed for inflation). SF 2472 takes effect in part immediately upon enactment, with the majority of provisions applicable to fiscal years beginning on or after July 1, 2027. For Fiscal Year 2026-27, the City's general fund levy remains capped at the greater of $8.10/$1000 of taxable value, or the prior ACGFL. For Fiscal Year 2027-28 through Fiscal Year 2029-30, the City's general fund levy cannot exceed 102% of the prior year's actual certified property taxes, adjusted for New Valuation (defined in the bill). For Fiscal Year 2030-31 and beyond, the City's general fund levy shall be the lesser of the 102% adjusted cap, or $8.10/$1000.

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the District or have an adverse impact on standing appropriations or the future tax collections of the District. Purchasers of the Notes should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinion expressed by Bond Counsel is based upon existing law as of the date of issuance and delivery of the Notes and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

Notwithstanding any modifications to, or decrease in property tax revenues that may result from the legislation, the Notes are secured by an unlimited ad valorem property tax. See "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2025 actual valuation currently applicable to the Fiscal Year 2026-27, is as follows:

2025 Actual Valuation of Property	$10,028,824,502 [1)]
Legal Debt Limit of 5%	0.05
Legal Debt Limit	$501,441,225
Less: G.O. Debt Subject to Debt Limit	(67,680,000)*
Less: Development Agreements (Payable Fiscal Year 2026-27)	(2,141,634) [2)]
Less: Installment Purchase (Iowa DOT)	(480,000) [3)]
Less: Golf Cart Leases	(21,549)
Less: Rivers Edge Parking Garage LPA (annual appropriation)	(405,180) [4)]
Net Debt Limit	$430,712,862*

1) Actual Valuation as reported by the Iowa Department of Management for Fiscal Year 2026-27.
2) As estimated by the City pursuant to development agreements for urban renewal projects under the authority of Iowa Code Chapter 403 or other intergovernmental agreements (under chapter 28E, etc.). The Iowa Supreme Court has not formally ruled on the question of whether contracts to rebate the tax increment generated by a particular development constitutes indebtedness of a city for constitutional debt limit purposes. The amount reported above includes rebate agreements that may not be debt. All development agreements are subject to the right of annual appropriation by the City, thereby limiting the extent of possible debt to only amounts currently due and appropriated in the current fiscal year. Amounts payable under a particular development agreement may not constitute legal indebtedness but are memorialized in the table below to conservatively state the City's possible financial exposure. Payment of future installments may be dependent upon undertakings by the developers, which may have not yet occurred. The City actively pursues opportunities consistent with the development goals of its various urban renewal plans, which may be amended from time to time, and the City may enter into additional development agreements committing to additional rebate incentives in calendar year 2026 or thereafter. See "TIF REBATE AGREEMENTS" table herein for more information regarding Development Agreement obligations.
3) Payable from LOST revenues of the City. It has not been determined whether LOST revenue debt constitutes indebtedness of a City for constitutional debt limit purposes. The City's LOST revenue debt may not constitute legal indebtedness but is memorialized in the table above to conservative state the City's possible financial exposure.
4) Payable from TIF Revenues.

* Preliminary; subject to change.

DIRECT DEBT

General Obligation Debt Paid by Property Taxes and Tax Increment (Includes the Bonds)

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 09/15/26
3/15A	$8,145,000	Refunding & Corporate Purpose	6/30	$1,750,000
8/17A	9,540,000	Corporate Purpose	6/37	4,745,000
6/18A	22,605,000	Corporate Purpose & Refunding	6/38	9,620,000
12/19	7,630,000	Corporate Purpose	6/31	2,795,000
5/20A	6,085,000	Corporate Purpose & Refunding	6/27	995,000
12/20B	4,515,000	Corporate Purpose	6/32	2,060,000
10/21B	5,970,000	Corporate Purpose	6/33	3,375,000
6/22B	5,430,000	Corporate Purpose	6/34	3,565,000
10/23B	5,670,000	Corporate Purpose	6/33	4,120,000
6/24A	21,575,000	Corporate Purpose	6/34	18,770,000
6/24B	2,775,000	Corporate Purpose	6/28	735,000
9/25A	5,205,000	Corporate Purpose	6/35	4,760,000
9/25B	2,200,000	Corporate Purpose	6/27	490,000
9/26A	6,900,000*	Corporate Purpose	6/36	6,900,000*
9/26B	3,000,000*	Corporate Purpose	6/28	3,000,000*
Total G.O. Debt Subject to Debt Limit				$67,680,000*

* Preliminary; subject to change.

Annual Fiscal Year Debt Service Payments on the General Obligation Debt Paid by Property Taxes and Tax Increment (Includes the Bonds)

	Current Outstanding		Series 2026A		Series 2026B		Total Outstanding	
Fiscal Year	Principal	Principal & Interest	Principal*	Principal & Interest*	Principal*	Principal & Interest*	Principal*	Principal & Interest*
2026-27	$8,875,000	$11,213,289	$1,200,000	$1,445,333	$2,450,000	$2,567,333	$12,525,000	$15,225,955
2027-28	6,735,000	8,682,354	2,250,000	2,535,000	550,000	580,250	9,535,000	11,797,604
2028-29	6,855,000	8,509,791	360,000	532,500			7,215,000	9,042,291
2029-30	7,115,000	8,489,741	380,000	534,500			7,495,000	9,024,241
2030-31	6,405,000	7,513,341	400,000	535,500			6,805,000	8,048,841
2031-32	6,070,000	6,930,748	415,000	530,500			6,485,000	7,461,248
2032-33	5,925,000	6,547,790	440,000	534,750			6,365,000	7,082,540
2033-34	4,940,000	5,320,784	460,000	532,750			5,400,000	5,853,534
2034-35	1,690,000	1,853,106	485,000	534,750			2,175,000	2,387,856
2035-36	1,180,000	1,284,650	510,000	535,500			1,690,000	1,820,150
2036-37	1,220,000	1,285,975					1,220,000	1,285,975
2037-38	770,000	795,988					770,000	795,988
Total	$57,780,000		$6,900,000*		$3,000,000*		$67,680,000*	

* Preliminary; subject to change.

CITY REVENUE DEBT

City Issued Sewer Revenue Debt Supported by Net Revenues of the Sewer Utility

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 09/15/26
5/12	$5,160,000	Sewer Improvements (SRF)	6/32	$1,906,000

City Issued Lease Purchase Agreement Supported by Iowa West as Guarantor and Playland Park Urban Renewal Area Tax Increment (Subject to Annual Appropriation by the City Council)

This lease purchase agreement shall not constitute a general obligation of the City, and the full faith and credit of the City is not pledged for the payment of the lease payments. The lease payments are payable from and secured solely and only by the Available Tax Increment Revenues from the Playland Park Urban Renewal area as defined in the Rivers Edge Parking Garage Lease Purchase Agreement. Each lease payment is subject to annual appropriation by the City Council. In the event that available tax increment revenues are insufficient or the City Council doesn't appropriate the annual lease payment, Iowa West Foundation (the "Guarantor") shall pay the shortfall amount directly to the developer. Subject to the right of annual appropriation, the Guarantor may receive reimbursement of any shortfall amount only in the event that excess available tax increment revenues are available.

The Rivers Edge Parking Garage Lease Purchase Agreement is payable solely from the TIF revenues of the Playland Park Urban Renewal Area as follows:

Date of Issue	Total Lease Payments	Purpose	Final Maturity	Lease Payments Outstanding [1] As of 09/15/26	Annual Appropriation Subject to Debt Limit
7/19	$15,393,930	Parking Garage	6/39	$9,578,664	$405,180 [2]

1) The principal outstanding on this lease purchase agreement is $6,859,567.
2) The City appropriated $775,369 for Fiscal Year 2026-27 for the debt payments, which includes $405,180 of principal and $370,189 of interest.

City Issued Installment Purchase Agreement with the Iowa Department of Transportation Supported by Local Option Sales Tax Revenues

In July 2014, the City entered into an agreement with the Iowa Department of Transportation ("IDOT") to fund the construction to widen the Union Pacific Railroad bridge over I-29 0.5 miles North of Nebraska Avenue in Council Bluffs in order for the City to widen the street lanes that run beneath the bridge. The City agreed to reimburse the project costs at the agreed amount of $2,400,000. The reimbursements will be payable over five equal yearly installments of $480,000. The first installment was due upon completion of the construction and proper billing by the IDOT and annually thereafter.

The IDOT Installment Purchase Agreement is payable from the LOST revenues of the City as follows:

Date of Issue	Total Lease Payments	Purpose	Final Maturity	Principal Outstanding As of 09/15/26
7/14	$2,400,000	Railroad Bridge	6/27	$480,000

TIF DEVELOPMENT AGREEMENTS

City Tax Increment Financing Developer Agreements (Subject to Annual Appropriation by the City Council)

TIF District	Fund	Payable in Fiscal Year 2026-27	Estimated Total TIF Obligation Subject to Change	Final Estimated Payment Date	Developer
New Horizon	126	$106,495	$485,553	6/34	Bluffs Homes LLC
New Horizon	126	0	456,150	6/34	Bluffs Homes LLC - LMI
Valley View North	126	130,576	2,000,000	6/41	Western Ridge Apartments LLC
23rd Avenue	126	0	10,000,000	6/44	Union at Bluffs Run
West Broadway	131	0	10,000,000	6/47	34th and 1st Holdings
West Broadway	131	0	375,000	6/27	C Jackson Properties LLC
Bluff Center I	132	88,555	302,073	6/32	Sawyer Building
Bluff Center I	132	62,713	328,553	6/34	The Rise
Playland Park	136	306,816	4,295,424	6/40	IWF (Noddle) Office Building
Playland Park	136	454,290	6,035,072	6/41	Rivers Edge
Playland Park	136	0	2,000,000	6/45	Broadmoor
Bluffs Northway	141	470,640	470,640	6/27	Walmart
Franklin Ave	142	159,293	159,293	6/27	McCarthy
Bluffs Vision	143	348,194	2,785,552	6/34	MAC Ventures
Grapplers Gate	TBD	0	800,000	6/37	OER LLC
Grapplers Gate	TBD	0	646,655	6/37	OER LLC - LMI
Kanesville	128	0	50,000,000	6/45	EDC Omaha Landco LLC
Kanesville	128	0	2,000,000	6/41	KCI Council Bluffs Land, LLC
South Avenue	128	14,062	6,500,000	6/40	TSL Company Holdings, LTD
Arbor Creek	TBD	0	615,000	6/40	Arbor Creek, LLC
Arbor Creek	TBD	0	497,116	6/40	Arbor Creek, LLC - LMI
Power Drive Housing	TBD	0	9,000,000	6/45	Cornerstone CB
Total		$2,141,634 [1)]	$109,752,081		

1) The amount reported above is the amount potentially due in the Fiscal Year 2026-27, as reported by the City pursuant to development agreements for urban renewal projects under the authority of Iowa Code Chapter 403 or other intergovernmental agreements (under chapter 28E, etc.). The Iowa Supreme Court has not formally ruled on the question of whether contracts to rebate the tax increment generated by a particular development constitutes indebtedness of a City for constitutional debt limit purposes. The amounts reported above include amounts payable under development agreements that may not be debt. Some development agreements are subject to the right of annual appropriation by the City, thereby limiting the extent of possible debt to only amounts currently due and appropriated in the current fiscal year. Amounts payable under a particular development agreement may not constitute legal indebtedness but are memorialized in the table above to conservatively state the City's possible financial exposure. Payment of future installments may be dependent upon undertakings by the developers, which may not have yet occurred.

COUNCIL BLUFFS WATER WORKS REVENUE DEBT

Council Bluffs Water Works Issued Revenue Debt Supported by Net Revenues of the Water Works

The Council Bluffs Water Works (the "Water Works") is a related organization to the City. The Mayor, with City Council concurrence appoints individuals to the Water Works' Board of Trustees. The Water Works' Board of Trustees maintains oversight responsibility and, therefore, is responsible for selection of management personnel and all financial matters. The authority to adopt the annual budget, incur debt and fix rates and charges is vested with the Board of Trustees. The Water Works has revenue debt payable solely from the net revenues of the water utility as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 09/15/26
9/08	$10,344,944	Water Improvements (SRF)	12/30	$3,222,000
4/10A	4,713,290	Water Improvements (SRF)	12/40	2,894,000
4/10B	20,000,000	Water Improvements (SRF)	12/31	7,389,000
1/15	1,200,000	Water Improvements (SRF)	6/34	487,000
9/18	5,021,000	Water Improvements (SRF)	6/39	3,485,000
5/26A	2,550,000	Water Improvements (SRF)	6/46	2,550,000 [1]
5/26B	26,717,000	Water Improvements (SRF)	6/47	26,017,000 [2]
Total				$46,044,000

1) Preliminary, subject to change based on final project costs. The City has drawn $0 of the $2,550,000 as of May 19, 2026. Principal outstanding assumes the City will draw the full amount.
2) Preliminary, subject to change based on final project costs. The City has drawn $1,064,737 of the $26,717,000 as of May 19, 2026. Principal outstanding assumes the City will draw the full amount.

OVERLAPPING DEBT

	1/1/2025 Taxable Valuation [1]	Taxable Valuation Within the City	Percent In City	G.O. Debt [2]	City's Proportionate Share
Pottawattamie County	$7,520,821,126	$4,424,457,737 [3]	58.83%	$21,660,000	$12,742,578
Mills County	1,429,674,114	10,354,633 [4]	0.72%	5,330,000	38,376
Lewis Central CSD	2,297,263,413	1,735,671,246 [4]	75.55%	26,590,000	20,088,745
Council Bluffs CSD	3,221,666,680	2,699,141,124 [3]	83.78%	28,995,000	24,292,011
Iowa Western CC	14,777,071,889	4,434,812,370 [3] [4]	30.01%	90,355,000	27,115,536
City's Share of Overlapping Debt					$84,277,246

1) Taxable Valuation excludes military exemption and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
2) Includes general obligation bonds, PPEL Bonds, certificates of participation and new jobs training certificates. Estimated as of May 14, 2026 based on publicly available information. The City undertakes no responsibility for and makes no representations as to the accuracy or completeness of the information related to the indebtedness of overlapping entities.
3) Portion of taxable valuation within the City includes Ag TIF Increment in the amount of $81,400.
4) Includes City-exempt and Ag-exempt valuations in the amount of $7,765,975

DEBT RATIOS

	G.O. Debt	Debt/Actual Market Value ($10,028,824,502) [1)]	Debt/62,799 Population [2)]
Total General Obligation Debt	$67,680,000*	0.67%*	$1,077.72*
Other City Debt [3)]	$906,729	0.01%	$14.44
City's Share of Overlapping Debt [4)]	$84,277,246	0.84%	$1,342.02

1) Based on the City's January 1, 2025 100% Actual Valuation; includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
2) Based on the City's 2020 U.S. Census population.
3) Includes the $405,180 appropriated for the Rivers Edge Parking Garage Lease Purchase Agreement, $480,000 Installment Purchases and $21,549 for the Golf Cart Lease Purchases.

* Preliminary; subject to change.

THE CITY

CITY GOVERNMENT

The City was incorporated in 1853. The City operated under a Council-Manager at large form of government, per 372.6 Iowa Code from April 1, 1950 to December 31, 1987. Since January 1, 1988 the City has been under Mayor-Council form of government, per 372.4 Iowa Code. The Mayor is responsible for the day-to-day operation of the City and it is the responsibility of the City Council to establish City policy and to certify the budget. In November 2025, Mayor Jill Shudak was elected to a four-year term.

LEVIES AND TAX COLLECTIONS

Fiscal Year	Levy [1]	Total Collections [2]	Percent Collected
2021-22	$53,991,433	$54,558,671	101.05%
2022-23	57,866,212	57,753,962	99.81%
2023-24	58,523,995	58,976,922	100.77%
2024-25	63,471,627	63,425,548	99.93%
2025-26	66,176,410	-------In process of collection-------	

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1.5% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed which in general conveys the title free and clear of all liens except future tax installments.

1) As listed on the Adoption of Budget and Certification of City Taxes.
2) Based on Audited Financial Statements and includes “Property Tax” and “Utility Excise Tax”.

TAX RATES

	FY 2021-22 $/$1,000	FY 2022-23 $/$1,000	FY 2023-24 $/$1,000	FY 2024-25 $/$1,000	FY 2025-26 $/$1,000
Pottawattamie County	7.84965	7.45997	7.56484	7.32578	6.87510
City of Council Bluffs	17.53000	17.82559	18.26000	17.85467	17.69276
Council Bluffs CSD	16.99462	16.25381	16.15808	15.97301	16.04772
Lewis Central CSD	10.42846	10.23502	10.28834	10.28795	11.26103
Agricultural Extension (West)	0.08644	0.08412	0.08600	0.08235	0.08019
Assessor	0.34367	0.34348	0.32183	0.30634	0.29410
Iowa Western Comm. College	1.45808	1.37785	1.38967	1.47643	1.47385
State of Iowa	0.00260	0.00240	0.00180	0.00180	0.00000
Total Tax Rate City Resident (Council Bluffs CSD)	44.26506	43.34722	43.78222	43.02038	42.46372
Total Tax Rate City Resident (Lewis Central CSD)	37.69890	37.32843	37.91248	37.33532	37.67703

Source: Pottawattamie County Auditor’s website.

LEVY LIMITS

To control the growth of property taxes, the adjusted city general fund levy ("ACGFL") is subject to potential limitation or reduction by constraining growth each year depending on if certain growth triggers are met or exceeded during the prior year. The levy limitation is only applicable Fiscal Year 2024-2025 through Fiscal Year 2027-2028. Beginning in Fiscal Year 2028-2029, the levy limitation ceases and the City will go to a $8.10 ACGFL maximum. Certain levies like debt service, pensions, employee benefits, liability, property and self-insurance cost and capital improvement reserve fund are not included in the new ACGFL limitation. The City's recent property valuation growth has been within the new legislative caps. Assuming the City meets or exceeds the legislative caps in the future, the City's general fund levies will lag its relative valuation growth. For Fiscal Year 2024-25, the City's non-TIF taxable valuation growth was 11.03% causing the City's property tax growth to be mitigated by the calculations imposed by HF 718. The City's Budget for Fiscal Year 2024-25 accommodated this reduction of tax revenues relative to its non-TIF taxable valuation growth.

For Fiscal Year 2025-26, the City's non-TIF taxable valuation growth was 5.354%, causing the City's property tax growth to be mitigated by the calculations imposed by SF 2442. The City's Budget for Fiscal Year 2025-26 accommodated this mitigation of tax revenue relative to its non-TIF taxable valuation growth. Pursuant to SF 2442, the City's adjusted city general fund levy ("ACGFL") for Fiscal Year 2025-2026 was $8.09537.

For Fiscal Year 2026-27, the City's proposed non-TIF taxable valuation growth is 15.205%, causing the City's property tax growth to be mitigated by the calculations imposed by SF 2442. The City's Budget for Fiscal Year 2026-27 will accommodate this mitigation of tax revenue relative to its non-TIF taxable valuation growth. Pursuant to SF 2442, the City's new adjusted city general fund levy ("ACGFL") for Fiscal Year 2026-2027 will be $7.85958 (unimpacted by SF 2472).

Debt service levies are not limited, rather the City is only subject to the aggregate constitutional debt limits. See "DEBT LIMIT" under "CITY INDEBTEDNESS" and "PROPERTY TAX LEGISLATION" under "CITY PROPERTY VALUATIONS" included in APPENDIX A to this Official Statement for additional discussion regarding revisions to the administration of the general fund levy beginning in Fiscal Year 2024-25 and other property tax legislation.

FUNDS ON HAND (CASH AND INVESTMENTS AS OF MAY 31, 2026)

General Fund	$68,233,638
Special Districts and Funds	7,936,692
Road Use Tax	3,053,809
Debt Service	(151,287)
Tax Increment Funds	2,308,889
Sewer Enterprise Funds	43,346,262
Refuse & Recycling Enterprise	5,209,796
City Sales Tax	48,318,378
Community Development	56,670
Capital Projects &Permanent Fund	24,219,259
Total Cash and Investments	$202,532,106

Source: City of Council Bluffs

EMPLOYEES AND PENSIONS

The City currently has 524 full-time employee equivalents (excluding seasonal employees). Of the City's budgeted full time equivalents, 144 are police officers and employees of the police department (to now include Animal Control) and 116 are sworn firefighters, officers and employees of the fire department (including ambulance operations) in all ranks. The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System ("IPERS") and the Municipal Fire and Police Retirement System of Iowa ("MFPRSI"). The State of Iowa administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system's funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System: The City contributes to IPERS, which is a cost-sharing multiple-employer, contributory defined benefit public employee retirement system. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City's contributions to IPERS for the Fiscal Years Ended June 30, 2023, 2024 and 2025, as shown below, equal the required contributions for each year.

	FY 2022-23	FY 2023-24	FY 2024-25
City IPERS Contribution	$1,772,067	$1,816,334	$1,916,774

Pursuant to Governmental Accounting Standards Board ("GASB") Statement No. 68, the City reported a liability of $7,594,451 within its Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2025 ("ACFR") for its proportionate share of the net pension liability related to IPERS. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2024, the City's collective proportion was 0.205655% which was a decrease of 0.00363% from its proportion measured as of June 30, 2023.

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded accrued liabilities of IPERS ("UALs"). The UAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

The IPERS Annual Comprehensive Financial Report is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. The information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, Disclosure Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS website.

For additional information on the City's Pension Plans, including information related to qualifications, benefits, deferred outflows and inflows of resources related to pensions, expenses, actuarial assumption, discount rate and discount rate sensitivities refer to Note 7 – Pension Plans – Iowa Public Employees Retirement System, beginning on page 44 of the City's June 30, 2025 ACFR contained in APPENDIX C to this Preliminary Official Statement.

Municipal Fire and Police Retirement System of Iowa: The City contributes to MFPRSI, which is a cost-sharing multiple-employer defined benefit pension plan. MFPRSI provides retirement, disability, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute and vest after four years of credited service. The City's police officers and fire fighters are enrolled in the MFPRSI.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established and may be amended by state statute. The City's contributions to MFPRSI for the last three fiscal years ended June 30, as shown below, equal the required contributions for each year.

	FY 2022-23	FY 2023-24	FY 2024-25
MFPRSI City Contribution	$4,964,495	$4,754,883	$4,943,265

Pursuant to GASB Statement No. 68, the City reported a liability of $36,422,051 within its ACFR for its proportionate share of the net pension liability related to MFPRSI. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2024, the City's proportion was 5.511958% which was a decrease of 0.259914% from its proportion measured as of June 30, 2023.

The MFPRSI Independent Auditors Report is available on the MFPRSI website, or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266. The information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, Disclosure Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the MFPRSI website.

For additional information on the City's Pension Plans, including information related to qualifications, benefits, deferred outflows and inflows of resources related to pensions, expenses, actuarial assumption, discount rate and discount rate sensitivities refer to Note 7 – Pension Plans – Municipal Fire and Police Retirement System of Iowa (MFPRSI), beginning on page 48 of the City's June 30, 2025 ACFR contained in APPENDIX C to this Preliminary Official Statement.

OTHER POST EMPLOYMENT BENEFITS (OPEB)

Plan Description: The City operates a single-employer health benefit plan which provides medical, prescription drug, and dental benefits for employees, retirees and their dependents. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The City does not issue a separate report that includes financial statements and required supplementary information for the OPEB plan.

Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement if they are age 55 and at least four years of service. A covered individual who retires from service with the City must be vested in the MFPRSI or in IPERS. Retires pay the same premium for the medical, prescription drug and dental benefits as active employees, which results in an implicit rate of subsidy and an OPEB liability. At July 1, 2024, plan membership consisted of 19 retired members and 480 active employees.

Funding Policy: The contribution requirements of plan members are established and may be amended by the City. The City currently finances the retiree benefit plan on a pay-as-you-go basis. The General, Special Revenue, Road Use Tax and Enterprise, Sewer and Refuse and Disposal Funds primarily fund OPEB costs.

Total OPEB Liability: The City's total OPEB liability at June 30, 2025 is projected to be $5,620,268 and was determined by an actuarial valuation as of July 1, 2024,calculated based on the discount rate and actuarial assumptions and projected to the measurement date of June 30, 2025. The following table shows the components of the City's annual OPEB for the Fiscal Year ended June 30, 2025:

	Total OPEB Liability
Total OPEB liability beginning of year	$7,110,604
Changes for the year:	
Service Cost	325,608
Interest	216,108
Difference between expected and actual experience	(811,953)
Changes in assumptions	(1,030,540)
Benefit payments	(189,559)
Net changes	$(1,490,336)
Total OPEB liability end of year	$5,620,268

For additional information regarding the City's OPEB, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumptions, discount rate and discount rate sensitivities, refer to Note 8 - Other Postemployment Benefits (OPEB), beginning on page 52 of the City's June 30, 2025 ACFR contained in APPENDIX C to this Preliminary Official Statement.

UNION CONTRACTS

The City is currently under contract with the following unions:

Union Name	Current Contract Expiration Date
Police Union	June 30, 2028
Fire Union	June 30, 2028
AFSCME Blue Collar Union	June 30, 2028
CWA (currently being negotiated)	June 30, 2026

(The remainder of the page was left blank intentionally)

INSURANCE

Type of Insurance	Coverage Limit
Property/Equipment:	
Property	$250,000,000
Shared Occurrence Aggregate Limit	$1,250,000,000
Equipment Breakdown	$100,000,000
Inland Marine:	
Contractors Equipment	$9,358,668
Leased/Rented Equipment	Included in Property Coverage
Municipal Vehicles Open Lot Coverage	$28,754,561
Liability:	
Maximum Limit of Liability	$20,000,000
General Liability	$10,000,000
Automobile Liability	Included
Public Officials & Employment Practices	Included
Sexual Abuse	Included
Employed Professionals Liability – EMTs	Included
Pollution Liability	$2,000,000 per occurrence/$2,000,000 Aggregate
Flood:	
Flood – 18452 Applewood Rd, Council Bluffs, IA	$111,000
Premises within Flood Zone A and V	$500,000
All other insured premises	$100,000
Terrorism:	
General Liability Terrorism	Included in General Liability Limit
Property Liability	Included General Liability Limit
	$600,000,000 per occurrence/$1,100,000,000 Aggregate
Crime:	
Employee Theft	$1,000,000
Forgery or Alteration	$1,000,000
Computer Fraud	$1,000,000
Funds Transfer Fraud	$1,000,000
Social Engineering	$250,000
Cyber:	
Network Security, Privacy & Media	$3,000,000
Privacy Breach Costs	$3,000,000
Business Income Loss	$3,000,000
Contingent Business Income Loss	$3,000,000
Digital Asset Loss	$3,000,000
Cyber Extortion Threat	$3,000,000
Worker's Compensation:	
Excess Worker's Compensation	Statutory
Excess Employer's Liability	$1,000,000

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City, with a 2020 Census population of 62,799, is located directly east of Omaha, Nebraska. The City is the county seat of Pottawattamie County and covers an area of 39.7 square miles. The City owns a municipal airport, including land and buildings. The City contracts for the operation and management of the airport.

The City is at the crossroads of two national roadways, Interstates 80 and 29. Public Transportation in the Council Bluffs-Omaha area is provided by Metropolitan Area Transit (the "MAT"). MAT operates a fleet of approximately 108 buses with regular line service throughout the area. In addition, passenger rail service is provided to City residents through Amtrak. Air freight and passenger service is provided to the City through Eppley Airfield located in Omaha, Nebraska.

LARGER EMPLOYERS

Employer	Type of Business	No. of Employees
Council Bluffs Community School District	Educational Services	1,000 to 2,499
Horseshoe Casino Council Bluffs	Entertainment and Recreation	1,000 to 2,499
Tyson Foods, Inc	Food and Meat Processing	1,000 to 2,499
Harrah's Council Bluffs Casino	Arts, Entertainment and Recreation	1,000 to 2,499
Iowa Western Community College	Educational Services	1,000 to 2,499
Ameristar Casino Hotel	Entertainment and Recreation	750 to 999
Conagra	Food and Meat Processing	750 to 999
Edwards Auto Group	Retail Trade	500 to 749
City of Council Bluffs	Public Administration	500 to 749
CHI Health Mercy Council Bluffs	Health Care	500 to749

Source: Data Axle; provided by the City.

(The remainder of the page was left blank intentionally)

A representative list of larger employers in the greater Omaha, Nebraska metro area is as follows:

Employer	Type of Business	No. of Employees
Offutt Airforce Base	Public Administration	5,000 and over
Nebraska Medicine	Health Care and Social Assistance	5,000 and over
CHI	Health Care and Social Assistance	5,000 and over
Omaha Public Schools	Educational Services	5,000 and over
Methodist Health System	Health Care and Social Assistance	5,000 and over
University of Nebraska Medical Center	Health Care and Social Assistance	5,000 and over
Union Pacific Railroad	Transportation and Warehousing	2,500 to 4,999
City of Omaha	Public Administration	2,500 to 4,999
First National Bank	Finance and Insurance	2,500 to 4,999
Mutual of Omaha	Finance and Insurance	2,500 to 4,999
Fiserv	Information	2,500 to 4,999
Boys Town	Education	2,500 to 4,999
Douglas County	Public Administration	2,500 to 4,999
Millard Public Schools	Educational Services	2,500 to 4,999
Valmont Industries	Manufacturing	2,500 to 4,999
Children's Hospital	Health Care and Social Assistance	2,500 to 4,999

Source: Data Axle; provided by the City.

BUILDING PERMITS

City officials report the following construction activity for each calendar year, as well as year-to-date information as of May 31, 2026. Permits for the City are reported on a calendar year basis.

	2022	2023	2024	2025	2026
Single Family Homes:					
No. of new homes:	87	79	69	60	56
Valuation:	$22,841,662	$25,389,603	$20,307,068	$21,994,858	$12,652,379
Single Family Homes Additions & Alterations:					
No. of permits issued:	1,080	711	1,471	992	285
Valuation:	$16,507,544	$5,923,734	$9,304,607	$14,099,563	$4,862,487
Multiple Family Dwellings:					
No. of new buildings:	2	6	6	2	8
Valuation:	$3,465,526	$10,340,418	$92,889,748	$28,155,219	$51,367,272
Commercial/Industrial/Other:					
No. of new buildings:	13	26	22	26	23
Valuation:	$97,747,323	$239,836,996	$155,503,964	$58,061,916	$154,082,198
Commercial/Industrial/Other Additions & Alterations:					
No. of permits issued:	118	98	114	104	43
Valuation:	$23,030,272	$99,229,882	$40,780,100	$64,084,536	$47,858,012
Total Permits:	1,300	920	1,682	1,184	415
Total Valuations:	$163,592,327	$380,720,633	$318,785,487	$186,396,092	$270,822,348

Source: The City of Council Bluffs

U.S. CENSUS DATA

Population Trend

1980 U.S. Census	56,449
1990 U.S. Census	54,315
2000 U.S. Census	58,268
2010 U.S. Census	62,230
2020 U.S. Census	62,799

Source: U.S. Census Bureau

UNEMPLOYMENT RATES

		Pottawattamie County	State of Iowa
Annual Averages:	2022	3.0%	2.9%
	2023	3.1%	3.0%
	2024	3.2%	3.2%
	2025	3.8%	3.5%
	2026 (through April)	4.1% [1)]	3.3%

1) Pottawattamie County data available through March 2026.

Source: U.S. Bureau of Statistics

EDUCATION

Public education is provided by the Council Bluffs Community School District and by the Lewis Central Community School District. The Council Bluffs Community School District, with a certified enrollment for the 2026-27 school year of 8,309.3, owns and operates 10 elementary schools, 2 middle schools, 2 senior high schools, and 2 learning support centers. The Lewis Central Community School District, with a certified enrollment for the 2026-27 school year of 2,557.4, owns and operates 2 elementary schools, 1 middle school and 1 senior high school. Education service is also provided by Saint Alberts Catholic Schools with certified enrollment for the 2026-27 school year of 667.

FINANCIAL SERVICES

Financial services for the residents of the City are provided by Midstates Bank, N. A. and by branch offices of American National Bank, Availa Bank, First National Bank of Omaha, Frontier Savings Bank, Glenwood State Bank, Great Western Bank, Security National Bank of Omaha, TS Bank and U.S. Bank N. A. as well as several credit unions. Glenwood State Bank and Midstates Bank, N.A. report the following deposits as of June 30 of each year.

Year	Midstates Bank, N.A.	Glenwood State Bank
2021	$547,374,000	$54,520,000
2022	586,983,000	60,120,000
2023	559,565,000	53,658,000
2024	555,970,000	62,699,000
2025	537,766,000	59,725,000

Source: Federal Deposit Insurance Corporation's (FDIC) website.

APPENDIX B

FORMS OF LEGAL OPINIONS

APPENDIX C

JUNE 30, 2025
ANNUAL COMPREHENSIVE FINANCIAL REPORT

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM – SERIES 2026A BONDS

To: The City Council of
Council Bluffs, Iowa

Sale Date: August 10, 2026
10:00 A.M., CT

RE: $6,900,000* General Obligation Bonds, Series 2026A (the "Series 2026A Bonds")

This bid is a firm offer for the purchase of the Series 2026A Bonds identified in the TERMS OF OFFERING and on the terms set forth in this bid form and is not subject to any conditions, except as permitted by the TERMS OF OFFERING.

For all or none of the above Series 2026A Bonds, in accordance with the TERMS OF OFFERING, we will pay you $_____ (not less than $6,831,000) plus accrued interest to date of delivery for fully registered Series 2026A Bonds bearing interest rates and maturing in the stated years as follows:

Coupon	Maturity	Yield	Coupon	Maturity	Yield
_____	2027	_____	_____	2032	_____
_____	2028	_____	_____	2033	_____
_____	2029	_____	_____	2034	_____
_____	2030	_____	_____	2035	_____
_____	2031	_____	_____	2036	_____

* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2026A Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $7,050,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2026A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2026A Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate the following Series 2026A Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

Years Aggregated	Maturity Year	Aggregate Amount
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated July 27, 2026 and represent we are a bidder with established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver these Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: $_____

TRUE INTEREST COST: _____% (Calculated to dated date of September 15, 2026)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Council Bluffs, Iowa this 10th day of August 2026.

Attest: _____ By: _____

Title: _____ Title: _____

OFFICIAL BID FORM – SERIES 2026B BONDS

To: The City Council of
Council Bluffs, Iowa

Sale Date: August 10, 2026
10:00 A.M., CT

RE: $3,000,000* Taxable General Obligation Bonds, Series 2026B (the "Series 2026B Bonds")

This bid is a firm offer for the purchase of the Series 2026B Bonds identified in the TERMS OF OFFERING and on the terms set forth in this bid form and is not subject to any conditions, except as permitted by the TERMS OF OFFERING.

For all or none of the above Series 2026B Bonds, in accordance with the TERMS OF OFFERING, we will pay you $_____ (not less than $2,976,000) plus accrued interest to date of delivery for fully registered Series 2026B Bonds bearing interest rates and maturing in the stated years as follows:

Coupon	Maturity	Yield
_____	2027	_____
_____	2028	_____

* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2026B Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $3,050,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2026B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2026B Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate the following Series 2026B Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

Years Aggregated	Maturity Year	Aggregate Amount
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated July 27, 2026 and represent we are a bidder with established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver these Series 2026B Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: $_____

TRUE INTEREST COST: _____% (Calculated to dated date of September 15, 2026)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Council Bluffs, Iowa this 10th day of August 2026.

Attest: _____ By: _____

Title: _____ Title: _____

City of Council Bluffs

General Obligation (GO) Bond Process

Step 1 – Determine Capital Improvement Program (CIP) schedule and bond capacity for next budget year

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 (essential corporate purposes & general corporate purposes)

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 (no Council action needed)

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

FY 27

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources												Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	General Fund - Gaming	General Fund - Operating	General Fund - Other	Iowa West Grant	Other Grant	Donations	Other		
Building Maintenance			$0	$0	$0	$0	$3,100,000	$2,555,000	$0	$0	$0	$0	$0	$0	$5,655,000	
BM-27-01	MAC Boilers Ph I	Replace existing boilers due to age and condition					$910,000	$990,000							$1,900,000	
BM-27-02	MAC Arena Upgrades - Phase II	Replace North retractable seating						$1,500,000							$1,500,000	
BM-27-03	MAC Roof Replacement - Phase IV	Replace Section of failing roof					$400,000								$400,000	moved from FY26
BM-27-04	MAC Parking Lot Rehab - Phase VII	Replacement of City owned lots					$910,000								$910,000	
BM-27-05	Replace Building Automation at City Facilities - Phase I	Replace building automation systems at multiple City facilities due to age of equipment and to reduce annual cost to operate (SWILE, UP Museum, Bass Pro, MAC)					$650,000								$650,000	
BM-27-06	MAC Performance Staging	Replace existing stage					$230,000								$230,000	moved from FY26
BM-27-07	Legal Department Upgrades	Add secure entry, remove shelving, replace wallcoverings and add office cubicle						$65,000							$65,000	
Community Development Department			$4,000,000	$0	$0	$0	$1,585,000	$0	$0	$0	$0	$0	$0	$500,000	$6,085,000	
CD-27-01	East Manawa Development	Planning, design, infrastructure, trail - primarily road design and construction PH I					$1,500,000								$1,500,000	
CD-27-02	South Expressway Brownfield	Contamination cleanup	$4,000,000												$4,000,000	EPA Cleanup Grant
CD-27-03	FIRST AVE	Acquisitions/demolitions/infrastructure/studies												$500,000	$500,000	TIF
CD-27-04	Vehicles & Equipment	Animal Control Transport Truck					$85,000								$85,000	
Fire Department			$0	$0	$0	$0	$1,735,000	$0	$0	$0	$0	$0	$0	$0	$1,735,000	
FD-27-01	Medic Refurb M6 to M5	Replacement of chassis for existing medic unit					$280,000								$280,000	
FD-27-02	Aerial Replacement	Replacement of front line aerial Ph I					$1,300,000								$1,300,000	
FD-27-03	Vehicles & Equipment	Replace existing Fire Car 2 vehicle; turn out gear replacement program					$155,000								$155,000	
Police Department			$0	$0	$0	$0	$605,658	$40,000	$110,000	$0	$0	$0	$0	$0	$755,658	
PD-27-01	Vehicles & Equipment	Replacement of 6 cruisers (including upfit); phase II rifle deployment					$605,658								$605,658	
PD-27-03	50 yd Range	Sound board replacement							$110,000						$110,000	Pott Co Split?
PD-27-04	Range Fire Alarm Panel	Replacement of system due to discontinued failing equipment						$40,000							$40,000	Pott Co Split?
															$0	
IT			$0	$0	$0	$0	$800,000	$0	$0	$0	$0	$0	$0	$0	$800,000	
IT-27-01	Safety and Security	Cameras, Cyber security software					$70,000								$70,000	
IT-27-02	Infrastructure & Services	Fiber, network switches, servers, storage					$480,000								$480,000	
IT-27-03	Mobile Technology	MDTs and tablets					$100,000								$100,000	
IT-27-04	Software Licensing	Software renewals; permit/licensing software implementation					$150,000								$150,000	
Parks and Recreation Department			$0	$0	$0	$0	$1,855,000	$0	$120,000	$0	$0	$0	$0	$85,000	$2,060,000	
PR-27-01	Big Lake Park Playground Improvements, Phase II	Construct new playground and site amenities					$950,000								$950,000	
PR-27-02	Pirate Cove Filter System Upgrade	Replace existing filter system with updated filter system					$225,000								$225,000	
PR-27-03	Recreation Complex Storage Building	Construct a storage building within the upgraded maintenance yard					$175,000								$175,000	
PR-27-04	Tree Inventory	Inventory 10,000-15,000 trees (consultant costs)							$120,000						$120,000	
PR-27-05	Recreation Complex Parking Lot Addition, Phase I	Design and engineering of new parking lot												$85,000	$85,000	will be done in FY26 operating to align with PW portion of project at Richard Downing
PR-27-06	Vehicles & Equipment						$505,000								$505,000	
Public Works Department			$0	$5,000,000	$13,475,000	$0	$0	$0	$0	$0	$0	$0	$0	$2,900,000	$21,375,000	
PW-27-01	Infrastructure Maintenance	Emergency Repairs			$200,000										$200,000	
PW-27-02	Infrastructure Maintenance	Traffic Signal Improvements			$300,000										$300,000	
PW-27-03	Infrastructure Maintenance	PCC Street Repairs			$500,000										$500,000	
PW-27-04	Infrastructure Management	Evaluation study / analysis TBD			$100,000										$100,000	
PW-27-05	NPDES PH II Program Management	Citywide MS4 - storm sewer improvements			$200,000										$200,000	

FY 27

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources												Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	General Fund - Gaming	General Fund - Operating	General Fund - Other	Iowa West Grant	Other Grant	Donations	Other		
PW-27-06	Indian Creek Channel Rehabilitation	Repair of I.C. concrete structure		$2,700,000	$1,300,000										$4,000,000	FMP
PW-27-07	4th Avenue Sewer Rehab	Pavement, sewer - 3200 Block			$400,000									$200,000	$600,000	Other = Sewer
PW-27-08	30th Ave Sewer Rehab - Phase III	Sanitary sewer												$750,000	$750,000	Other = Sewer
PW-27-09	E Manawa Sewer Rehab - Phase XV	Pavement, sewer			$1,150,000									$600,000	$1,750,000	Other = Sewer
PW-27-10	5th Ave Bridge over Indian Creek	Bridge Reconstruction		$1,500,000	$650,000										$2,150,000	IDOT Bridge
PW-27-11	28th Street Storm Rehab - Phase V	Pavement, sewer			$4,000,000										$4,000,000	
PW-27-12	S. 192nd St Reconstruction	Pave annexed road, Bunge to SWILETC		$800,000	$1,700,000										$2,500,000	IDOT RISE
PW-27-13	South Expressway Bridge Reconstruction Planning Study	Evaluation study / Feasiblity analysis			$675,000										$675,000	
PW-27-14	S. 35th Street Resurfacing	Pavement - 9th Ave to 14th Ave			$500,000										$500,000	
PW-27-15	Sewer Rehab - Insitu Lining	Gleason to Bennett Ave storm sewer			$400,000										$400,000	
PW-27-16	WPCP Dump Station	Modern dump sation used by septic haulers												$600,000	$600,000	Other = Sewer
PW-27-17	Pump Station Rehab	Indian Creek Storm Trash Rack			$650,000										$650,000	
PW-27-18	Pump Station Rehab	Additonal pump at Lateral 5 Storm												$750,000	$750,000	Other = Sewer
PW-27-19	IDOT Payment for Madison Avenue Storm	Payment 1 of 1 for CBIS			$750,000										$750,000	
Total			**$4,000,000**	**$5,000,000**	**$13,475,000**	**$0**	**$9,680,658**	**$2,595,000**	**$230,000**	**$0**	**$0**	**$0**	**$0**	**$3,485,000**	**$38,465,658**	

City of Council Bluffs
2026 Series Bond Hearing Supplemental Information
FY27 CIP

Essential Corporate Purpose Reso 26-XX (not to exceed $5,500,000) **GENERAL OBLIGATION BONDS, SERIES 2026**			ECP Hearing #1
Total Purpose	**$4,790,658**	**$5,000,000**	
East Manawa Development	CD-27-01	$1,500,000	
Medic Refurb M6 to M5	FD-27-01	$280,000	
Aerial Replacement Ph I	FD-27-02	$1,300,000	
Vehicles & Equipment	FD-27-03; PD-27-01	$760,658	
Big Lake Park Playground Improvements, Phase II	PR-27-01	$950,000	
General Corporate Purpose Reso 26-XX (not to exceed $969,000) **GENERAL OBLIGATION BONDS, SERIES 2026**			GCP Hearing #2
Total Purpose	**$910,000**	**$969,000**	
MAC Boilers Phase I	BM-27-01	$910,000	
General Corporate Purpose Reso 26-XX (not to exceed $969,000) **GENERAL OBLIGATION BONDS, SERIES 2026**			GCP Hearing #3
Total Purpose	**$910,000**	**$969,000**	
MAC Parking Lot Rehab Phase VII	BM-27-04	$910,000	
General Corporate Purpose Reso 26-XX (not to exceed $825,000) **GENERAL OBLIGATION BONDS, SERIES 2026**			GCP Hearing #4
Total Purpose	**$805,000**	**$825,000**	
MAC Roof Replacement Phase IV	BM-27-03	$400,000	
MAC Performance Staging	BM-27-06	$230,000	
Recreation Complex Storage Building	PR-27-03	$175,000	
General Corporate Purpose Reso 26-XX (not to exceed $685,000) **GENERAL OBLIGATION BONDS, SERIES 2026**			GCP Hearing #5
Total Purpose	**$650,000**	**$685,000**	
Replace Building Automation at City Facilities Phase I	BM-27-05	$650,000	
General Corporate Purpose Reso 26-XX (not to exceed $925,000) **GENERAL OBLIGATION BONDS, SERIES 2026**			GCP Hearing #6
Total Purpose	**$885,000**	**$925,000**	
Safety & Equipment	IT-27-01	$70,000	
Infrastructure & Services	IT-27-02	$480,000	
Mobile Technology	IT-27-03	$100,000	
Software Licensing	IT-27-04	$150,000	
Vehicles & Equipment	CD-27-04	$85,000	
General Corporate Purpose Reso 26-XX (not to exceed $775,000) **GENERAL OBLIGATION BONDS, SERIES 2026**			GCP Hearing #7
Total Purpose	**$730,000**	**$775,000**	
Pirate Cove Filter System Upgrade	PR-27-02	$225,000	
Vehicles & Equipment	PR-27-06	$505,000	

Total CIP Projects	$ 9,680,658
Total Refunding	-
Total GO Bond Funding	**$ 9,680,658**

Resolution 26-257

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

$6,900,000 General Obligation Bonds, Series 2026A

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement.

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

July 27, 2026

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 Shudak, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $6,900,000 GENERAL OBLIGATION BONDS, SERIES 2026A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

Resolution 26-257

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $6,900,000 GENERAL OBLIGATION BONDS, SERIES 2026A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of the acquisition, construction, reconstruction, improvement, repair, and equipping of waterworks, water mains, and extensions, and real and personal property, useful for providing potable water to residents of the city; the construction, reconstruction, and repairing of any street improvements; the acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection, treatment and disposal of sewage and industrial waste in a sanitary manner, for the collection and disposal of solid waste, and for the collection and disposal of surface waters and streams; the equipping of the police and fire departments; the rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed $5,000,000 be authorized for said purpose(s); and

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

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, enlargement, improvement and equipping of recreation grounds, recreation buildings, recreation centers, and parks, including storage building at the Recreation Complex ,

general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed $180,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

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

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of city facilities and city enterprises, including building automation systems at SWILE, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed $165,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

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

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, extension, improvement and equipping of city facilities, including IT equipment and improvements; equipping of city enterprises, including vehicle acquisition for animal control, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed $925,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

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

WHEREAS, the City is in need of funds to pay costs of equipping city enterprises, including the vehicle acquisition for the parks department; the acquisition, construction, reconstruction, enlargement, improvement and equipping of recreation grounds and swimming pools, including Pirate Cove pool, general corporate purpose(s), and it is deemed necessary and

advisable that General Obligation Bonds, to the amount of not to exceed $775,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

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

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of $6,900,000 General Obligation Bonds as hereinafter set forth; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisor LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement (only if approval of Official Statement included) are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Bonds, Series 2026A, of City of Council Bluffs, State of Iowa, in the amount of $6,900,000, to be issued as referred to in the preamble of this Resolution, to be dated September 15, 2026, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, disclosure counsel, and the City's

Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Daily Nonpareil", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 10th day of August, 2026, at 7:00 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before August 4, 2026)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Council Bluffs, State of Iowa, hereafter described, must be received at the office of the Director of Finance, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503; Telephone: 712-890-5305 (the "Issuer") before 10:00 A.M., on the 10th day of August, 2026. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2026A, in the amount of $6,900,000*, to be dated September 15, 2026

TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026B, in the amount of $3,000,000*, to be dated September 15, 2026

(collectively the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Director of Finance at City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503.

- Electronic Internet Bidding: Electronic internet bids will be received at the office of the Director of Finance at City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503 and at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa at a meeting of the City Council on the above date at 7:00 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid

Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503; Telephone: 712-890-5305 or the Issuer's Municipal Advisor, PFM Financial Advisor LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, telephone 515-724-5724.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Council Bluffs, State of Iowa.

City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

PASSED AND APPROVED this 27th day of July, 2026.

_____
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 28th day of July, 2026.

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

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Council Bluffs, in the County of Pottawattamie, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF BOND SALE
($6,900,000 General Obligation Bonds, Series 2026A)
($3,000,000 Taxable General Obligation Bonds, Series 2026B)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Daily Nonpareil", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

August 1, 2026.

WITNESS my official signature this 3rd day of July, 2026.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

4925-1642-8221-1\10342-222

Resolution 26-258

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

$3,000,000 Taxable General Obligation Bonds, Series 2026B

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement.

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

July 27, 2026

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 Shudak, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $3,000,000 TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

Resolution 26-258

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $3,000,000 TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, extension, improvement, and equipping of city enterprises, including boiler replacement improvements at the Mid America Center, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Bonds, to the amount of not to exceed $969,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

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

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, extension, improvement, and equipping of city enterprises, including parking lot improvements at the Mid America Center, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Bonds, to the amount of not to exceed $969,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

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

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, extension, improvement and equipping of city enterprises, including roof and stage improvements at the Mid America Center, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Bonds, to the amount of not to exceed $645,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

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

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of city facilities and city enterprises, including building automation systems UP Museum, Bass Pro and Mid America Center, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Bonds, to the amount of not to exceed $520,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

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

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisor LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement (only if approval of Official Statement included) are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That Taxable General Obligation Bonds, Series 2026B, of City of Council Bluffs, State of Iowa, in the amount of $3,000,000, to be issued as referred to in the preamble of this Resolution, to be dated September 15, 2026, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, disclosure counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Daily Nonpareil", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 10th day of August, 2026, at 7:00 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before August 4, 2026)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Council Bluffs, State of Iowa, hereafter described, must be received at the office of the Director of Finance, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503; Telephone: 712-890-5305 (the "Issuer") before 10:00 A.M., on the 10th day of August, 2026. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2026A, in the amount of $6,900,000*, to be dated September 15, 2026

TAXABLE GENERAL OBLIGATION BONDS, SERIES 2026B, in the amount of $3,000,000*, to be dated September 15, 2026

(collectively the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Director of Finance at City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503.

- Electronic Internet Bidding: Electronic internet bids will be received at the office of the Director of Finance at City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503 and at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa at a meeting of the City Council on the above date at 7:00 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid

Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503; Telephone: 712-890-5305 or the Issuer's Municipal Advisor, PFM Financial Advisor LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, telephone 515-724-5724.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Council Bluffs, State of Iowa.

City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

PASSED AND APPROVED this 27th day of July, 2026.

_____
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 28th day of July, 2026.

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

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Council Bluffs, in the County of Pottawattamie, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF BOND SALE
($6,900,000 General Obligation Bonds, Series 2026A)
($3,000,000 Taxable General Obligation Bonds, Series 2026B)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Daily Nonpareil", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2026.

WITNESS my official signature this _____ day of _____, 2026.

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

(SEAL)

4932-7658-0541-1\10342-223

Council Communication

Department: Community Development

Case/Project No.: 26-0001-PZASV

Subject/Title

Resolution 26-259
Resolution of intent to vacate and dispose of east/west alley abutting Lots 1 through 4 and Lots 11 through 14, Block 4, Park Addition. Location: Unimproved alley section abutting properties commonly addressed as 212, 214 and 222 11th Avenue; and 1010 and 1014 High Street; and 211, 217 and 221 10th Avenue. Case# 26-0001-PZASV

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: Location/Zoning Map
Attachment B: Site Photo-West Half View
Attachment C: Site Photo-High St West View
Attachment D: Site Photo-East Half View
Notice of Public Hearing
26-259.docx

Prepared by: Nahaji Kebe, Planner, Community Development Department
Approved by: Christopher N. Gibbons, AICP, Director, Community Development Department

4.I

City Council Communication

Department: Community Development CASE #26-0001-PZASV Applicant: Jimmy Hawkins 1014 High Street Council Bluffs, IA 51503	Reso. of Intent No. _____ Reso. to Dispose No. _____	Reso. of Intent: 07/27/26 Reso. to Dispose: 08/10/26 Planning Commission: 07/14/26

Subject/Title

Request: Public hearing on the request of Jimmy Hawkins to vacate and dispose of east/west alley abutting Lots 1 through 4 and Lots 11 through 14, Block 4, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa.

Location: Unimproved alley section abutting properties commonly addressed as 212, 214 and 222 11th Avenue; and 1010 and 1014 High Street; and 211, 217 and 221 10th Avenue.

Background

The Community Development Department has received a request from Jimmy Hawkins, owner of property addressed at 1014 High Street, to vacate and dispose of an east/west alley abutting Lots 1 through 4 and Lots 11 through 14, Block 4, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa. The subject alley is an unimproved right-of-way that measures approximately 12.1 feet in width by 269.5 feet in length. The applicant seeks to acquire the south half of the subject alley which abuts their property for maintenance purposes and to prevent illegal trash dumping. The proposed vacation concludes at the western property line of Lots 4 and 11, Block 4, Park Addition, to preserve access for properties further west.

On August 25, 2003, the City Council amended the adopted *Policy and Procedures for Alley, Street and Right-of-way Vacations.* The objectives of the amended Policy are as follows:

A. To provide due process and citizen participation in the application and review process for vacations.
Property owners with land that abuts the portion of subject alley due for vacations are as follows:

North		
Property Owner	**Address**	**Land Use**
Kenneth Scott	221 10th Avenue	Single-family home
Elmwood Investments LLC	217 10th Avenue	Single-family home
Leslie Fronce	211 10th Avenue	Single-family home
K J D W Enterprises INC	1010 High Street	Single-family home
South		
Property Owner	**Address**	**Land Use**
Joe T. Metteer	222 11th Avenue	Single-family home

Tammy Smith	214 11th Avenue	Single-family home
Marshall D. Barney	212 11th Avenue	Single-family home
Jimmy Hawkins	1014 High Street	Single-family home

All abutting property owners were mailed petitions asking if they are in favor of/opposed to the vacation request and if they were willing to/not willing to acquire the portion of the alley adjacent to their property, if vacated. Responses to the petitions are summarized in Item J below.

B. To ensure that no property owner is deprived of required and reasonable access.
To ensure the owners of properties addressed at 223, 233, 235, and 239 10th Avenue; 1023 S 3rd Street; 230 and 234 11th Avenue are not deprived of required and reasonable access, the portion of the alley abutting their properties will not be vacated. The proposed vacation concludes at the western property line of Lots 4 and 11, Block 4, Park Addition.

C. To discourage the creation and eliminate or reduce existing dead-end alleys, streets or other rights-of-way.
The request is to vacate a section of an unimproved alley. The alley is partially improved; the eastern portion is unimproved and overgrown with trees and bushes. Additionally, there are topographical challenges that render the alley practically unusable. (See attached site photos for reference.)

D. To reduce or eliminate hazardous and dangerous traffic conditions.
The subject alley is unimproved and not used for traffic circulation.

E. To protect all existing and proposed public utilities located in the right-of-way and to maintain necessary utility easements.
All City Departments and utilities were notified of the request. The following responses were received:

1. The Council Bluffs Public Works Department stated they have no facilities within the alley, therefore are not opposed to the request.

2. The Council Bluffs Parks and Recreation Department had no comments on the request.

3. The Council Bluffs Fire Department stated they have no comments on the request.

4. The Council Bluffs Police Department stated they have no comments or objections to the request.

5. The Council Bluffs Water Works stated they have no comments on the request.

6. MidAmerican Energy stated that they maintain electric facilities in the subject alley. They that stated if the alley were to be vacated, an easement will be required and be recorded in accordance with the Council Bluffs franchise agreement.

Based on the responses above, a perpetual easement for utility maintenance and access purposes shall be retained over the subject alley.

F. To maintain appropriate right-of-way width to ensure that an adequate pedestrian and vehicular circulation system is retained.
Not applicable.

G. To discourage the vacation of a portion of an existing alley, street or other right-of-way.

The request is to vacate the eastern portion of the unimproved alley that lacks proper access. Vacating this part of the alley will not create any practical difficulties for the adjacent properties, as the alley is overgrown and not used by the public or the adjacent property owners for vehicular access. (See attached site photos for reference.)

H. To assist in the implementation of the goals and objectives of the Comprehensive Plan.
The request is consistent with the local access and circulation objectives stated in Chapter 6, Transportation of the Bluffs Tomorrow: 2030 Plan (comprehensive plan).

I. To reduce the City's maintenance liability on previously vacated right-of-way parcels from public improvement projects and various lots acquired through delinquent taxes or assessments.
Not applicable.

J. To establish an equitable price for surplus public property.
There are eight property owners with land that abut section of the alley due for vacation. All abutting property owners were notified of the vacation request. Each abutting property owner is eligible to purchase their portion of the alley. As of the date of this report, the following responses have been received:

1. Jimmy Hawkins stated he is in favor of the request and is willing to acquire the portion of the alley adjacent to his property at 1014 High Street. At the cost of $91.71.

2. Leslie Fronce stated she is in favor of the request and is willing to acquire the portion of the alley adjacent to her property at 211 10th Avenue. At the cost of $91.71.

3. Kenneth Scott stated he is in favor of the request and is not willing to acquire the portion of the alley adjacent to his property at 221 10th Avenue. At the cost of $91.25.

4. Elmwood Investments LLC stated they are in favor of the request and are willing to acquire the portion of the alley adjacent to their property at 217 10th Avenue. At the cost of $89.89.

5. Joe T. Metteer, stated they are in favor of the request and are willing to acquire the portion of the alley adjacent to their property at 222 11th Avenue. At the cost of $75.37.

6. No response was received from the following property owners as of the date of this report:
   a. K J D W Enterprises INC, 1010 High Street.
   b. Tammy Smith, 214 11th Avenue.
   c. Marshall D. Barney, 212 11th Avenue.

K. Staff will notify any property owners from whom the Community Development Department have not yet received petitions regarding the acquisition of their portion of the alley. If an adjacent property owner wishes not to acquire their portion of the alley, or if the Community Development Department continues to receive no response, the owner directly across will be offered the entire width of the alley.

Recommendation

The Community Development Department recommends approval of the request to vacate and dispose of east/west alley abutting Lots 1 through 4 and Lots 11 through 14, Block 4, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa, based on the reasons stated above and subject to the following conditions:

A. A perpetual easement shall be retained over the subject alley for vehicular access and utility access and maintenance purposes; and

B. All abutting property owners shall acquire their respective portion of the subject alley.

Public Hearing

Staff speaker for the request:

A. Nahaji Kebe, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503
B. Christopher Gibbons, Planning and Code Compliance Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503.

Speakers in favor:

A. Leslie Fronce, 211 10th Avenue.

Speakers against: None.

The City Planning recommended approval of the request to vacate and dispose of east/west alley abutting Lots 1 through 4 and Lots 11 through 14, Block 4, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa, based on the reasons stated above and subject to the following conditions:

A. A perpetual easement shall be retained over the subject alley for vehicular access and utility access and maintenance purposes; and

B. All abutting property owners shall acquire their respective portion of the subject alley.

VOTE: AYE – Dew, Doty, Hutcheson, McAtee, Stroebele, Van Houten, Watson, Waggoner, Behrens and Epley. NAY – None. ABSTAIN – None. ABSENT – Jody and Rater. VACANT – One. Motion: Carried.

Attachments

Attachment A: Location/Zoning Map
Attachment B: Site Photo-West Half View
Attachment C: Site Photo-High St West View
Attachment D: Site Photo-East Half View

Prepared by: Nahaji Kebe, Planner, Community Development Department

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #26-0001-PZASV ZONING/LOCATION MAP

Legend

Subject ROW

0 40 80

1 inch = 65 feet



Last Amended: 06/22/26

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



Attachment C




Attachment D
KEEP OUT
NO TRESPASSING

NOTICE OF PUBLIC HEARING

You are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing for August 10, 2026 at 7:00 p.m. in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs at which time all persons interested in this matter will be given an opportunity to be heard on the request of Jimmy Hawkins to vacate and dispose of east/west alley abutting Lots 1 through 4 and Lots 11 through 14, Block 4, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa.

_____

Jodi Quakenbush, City Clerk

Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 - Phone: (712) 890-5261
Prepared by: Community Development Dept., Co. Bluffs, IA 51503 - Phone: (712) 890-5350

RESOLUTION NO. 26-259

A RESOLUTION OF INTENT TO VACATE AND DISPOSE OF EAST/WEST ALLEY ABUTTING LOTS 1 THROUGH 4 AND LOTS 11 THROUGH 14, BLOCK 4, PARK ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, The Community Development Department has received a request from Jimmy Hawkins, owner of property addressed at 1014 High Street, to vacate and dispose of the east/west alley abutting Lots 1 through 4 and Lots 11 through 14, Block 4, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, this City Council hereby declares its intent to consider disposition of this City right-of-way by conveying and quitclaiming all of its right, title and interest in it to the abutting property owner(s).

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

That this City does hereby express its intent to dispose of City owned property described as the east/west alley abutting Lots 1 through 4 and Lots 11 through 14, Block 4, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing on the City's intent to dispose of this property is hereby set for August 10, 2026.

ADOPTED
AND
APPROVED: July 27, 2026.

Jill K. Almonte, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Mayor

Case/Project No.:

Subject/Title

Mayor Appointments to the Civil Rights Commission: Tori Christie, Troy Fienhold-Haasis, Aili Filippi-Johns, Sarah Juntunen, and Megan Sorensen.

Background/Discussion

Reappoint the following to the Civil Rights Commission with terms expiring 08/01/2028:

Tori Christie
619 Roosevelt Avenue

Troy Fienhold-Haasis
421 Grace Street

Aili Filippi-Johns
205 Woodcliff Circle

Sarah Juntunen
112 Locust Lodge Avenue

Megan Sorensen
58 Cottner Drive

Staff Recommendation

With the agreement of the City Council

Attachments

Prepared by: Alli Grimm
Approved by: Mayor Shudak

4.J

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

PD Report 26-0005804

Claim No: 26-PD-2331

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Connie Shannon DAY PHONE: [redacted]

ADDRESS: [redacted] DOB: [redacted]

DATE & TIME OF LOSS/ACCIDENT: 6/15/26 16:27

LOCATION OF LOSS/ACCIDENT: 35th Ave & Power Dr CB IA

DESCRIPTION OF LOSS/ACCIDENT: officer was stopped at stop sign as I was pulling up behind him he just reversed into me (USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: $

WITNESS(ES) (Name(s), Address(es), Phone No(s): [redacted]

WAS POLICE REPORT FILED X YES ____ NO

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

HAVE YOU RESUMED NORMAL ACTIVITIES? X YES ____ NO

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

LIST IN[redacted]

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)

7/2/26
DATE

Connie Shannon
CLAIMANT'S SIGNATURE

CLERK RCVD

7 JUL '26

RECEIVED 53
JUL 02 2026
ATTORNEY'S OFFI

Return to: City of Council Bluffs, Iowa
Attn: City Legal Department or
City Clerk
209 Pearl Street
Council Bluffs, IA 51503

RECEIVED
JUL 21 2026
CITY ATTORNEY'S OFFICE

City claim no. 26-PD-2332

Notice of Claim/Loss

Name of claimant: Lawrence Dechant **Day phone:** [redacted]

Address: [redacted] **Date of birth:** [redacted]

Date & time of loss/accident: 07/14/2026, 1602 hours.

Location of loss/accident: 1 Ezra Jackson Way Council Bluffs IA 51503 Employee parking lot

Description of loss/accident (use back of form, if necessary):

Police Tahoe #860, driven by Officer Murray, struck a legally parked, unoccupied vehicle and then left the scene, returning later to report it. Officer Limberg's accident report states, "The parking gear failed to engage." The report does not state if this cruiser was taken out of service to repair the malfunction.
The vehicle owned by Dechant was driven by his son-in-law, Officer Lysholm, to work that day.
Det. Joe Vogel and/or his wife, Kristina Kaeding Vogel, will be handling this claim on behalf of his father-in-law Larry Dechant.
Det. Vogel can be reached at [redacted]
Photos were taken and placed into property. Video is also available from the CBPD Internal Affairs Division.

Total damages claimed: $ 1,945.53

Witnesses (Names, addresses, phone numbers): Officer Zach Murray

Was police report filed?

Yes ◉ No ○

If yes, list agency and report number: CBPD 26-007061

If medical attention was required, please provide name, address, and telephone number of treating physician and facility: None

Have you resumed normal activities?

Yes ◉ No ○

If you incurred property damage, please describe and provide copies of estimates, invoices, photographs, and any other relevant information:

Police Tahoe #860 damaged the rear bumper. Photos and videos are available from the police department. Estimate attached.

PM 2:24
21 JUL 26
ENCLOSED

List insurance provider and coverage: [redacted]

I hereby certify under penalty of perjury that the above information in support of my claim is true and correct to the best of my knowledge.
Note: It is a fraudulent practice punishable by fine or imprisonment to knowingly make a false claim (Section 714.8(3) Code of Iowa)

Date
07/21/26

Claimant's signature
Tammy McCloy

License Information

Licensed for personal use

Available at: docaccess.com/go

Document ID: FA9-42A-2F7

Reproduction and distribution prohibited

This transcript was generated using AI technology and may contain errors. Live accessibility assistance is available at the link above. By using this app, you agree to the DocAccess Terms and Privacy Policy.

Council Communication

Department: Community Development

Case/Project No.: SUB-26-013

Subject/Title

Resolution 26-260
Resolution granting final plat approval of a two-lot subdivision to be known as Contreras Lots Subdivision, being a replat of property legally described as Lots 2 through 4, Drew's Subdivision of Lots 1 through 3 in Block 3 of Squire's Addition, and the east 20 feet of Lot 4, Block 3, Squire's Addition. Location: West of 2302 5th Avenue. Case #SUB-26-013

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: Location/Zoning Map
Attachment B: Contreras Lots Subdivision Final Plat
26-260.docx

Prepared by: Moises Monrroy, Planner, Community Development Department
Approved by: Christopher N. Gibbons, AICP, Director, Community Development Department

5.A

City Council Communication

Department: Community Development CASE #SUB-26-013 Applicant/Owner: Contreras Construction, LLC Manuel Contreras 5019 Gifford Road Council Bluffs, IA 51501 Engineer/Surveyor: Lonnie R. Mayberry Land Surveying Services, Inc. 12 North Walnut Street Glenwood, IA 51534	Resolution No. _____	City Council: 7/27/2026

Subject/Title

Request: Public hearing on the request of Contreras Construction, LLC for final plat approval of a two-lot subdivision to be known as Contreras Lots Subdivision, being a replat of property legally described as Lots 2 through 4, Drew's Subdivision of Lots 1 through 3 in Block 3 of Squire's Addition, and the East 20 feet of Lot 4, Block 3, Squire's Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa.

Location: West of 2302 5th Avenue.

Background/Discussion

The Community Development Department has received a request from Contreras Construction, LLC for final plat approval of a two-lot subdivision to be known as Contreras Lots Subdivision, being a replat of property legally described as Lots 2 through 4, Drew's Subdivision of Lots 1 through 3 in Block 3 of Squire's Addition, and the East 20 feet of Lot 4, Block 3, Squire's Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa. The proposed subdivision is comprised of 13,205 square feet, more or less, of land. The purpose of this request is to reconfigure three separate parcels of land into two lots of record. The applicant intends to build a home on each lot.

Land Use and Zoning – The subject property is zoned R-2/Two-Family Residential District. All properties in the vicinity of the subject property are also zoned R-2 District and primarily consist of single-family homes. The Future Land Use Plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as 'Low Density Residential.'

City Departments and Utilities – All appropriate City departments and utility providers were notified of the request. The following comments were received:

A. The Council Bluffs Public Works Department had the following comments:

1. The hollow circle symbols shown on the plat map exhibit are not identified on the legend.

2. The note under the legal description states the east line of Lot 2, Drew's Subdivision of Lots 1 through 3 in Block 3 of Squire's Addition, is assumed to bear S01°55'57"W. However, the plat map

exhibit shows the easterly boundary of the proposed subdivision, which coincides with the east line of said Lot 2, has a course bearing of S01°50'03"W.

B. The Council Bluffs Fire Department stated that they had no comment on the request.

C. Council Bluffs Water Works stated that they had no comment on the request.

Comments

A. The proposed subdivision is comprised of 13,205 square feet, more or less, of land. The proposed subdivision is generally consistent with the purpose and intent of Title 14: Subdivisions and Title 15: Zoning of the Council Bluffs Municipal Code.

B. Proposed Lots 1 and 2 will comply with the minimum lot size requirements in the R-2 District.

C. All construction activity that occurs on the proposed subdivision shall comply with the site development standards set forth in Section 15.09.050, Site Development Regulations, R-2/Two-Family Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).

D. Proposed Lot 1 and 2 will have direct frontage onto 5th Avenue. There is also a public alley adjoining the proposed subdivision along the north. No new public roadway extensions are proposed at this time.

E. There is adequate access to utilities (i.e., water, sanitary sewer, storm sewer, electricity, gas, cable, communication facilities, etc.) to service the proposed subdivision. All utilities shall be installed underground. All costs to construct, remove and/or relocate any utilities in this subdivision shall be the responsibility of the developer, and not the City.

F. The plat does not indicate if any private restrictions and/or covenants will be established for the subdivision. The plat shall be updated to state if any private restrictions and/or covenants will be recorded. A copy of said private restrictions and/or covenants shall be provided to the City. If none are proposed, a note shall be placed on the final plat indicating none will be recorded.

G. The following technical correction(s) shall be made to the final plat prior to being executed by the City of Council Bluffs:

1. Bold and increase the font size of "CONTRERAS LOTS SUBDIVISION."

2. Include the following plat description directly beneath the name of the subdivision:

   A REPLAT OF LOTS 2 THROUGH 4, DREW'S SUBDIVISION OF LOTS 1 THROUGH 3 IN BLOCK 3 OF SQUIRE'S ADDITION, AND THE EAST 20 FEET OF LOT 4, BLOCK 3, SQUIRE'S ADDITION, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

3. The property lines of existing lots of record, including lots that are not part of the proposed subdivision, shall be illustrated on the plat map exhibit using the same line marking. Said property lines shall be shown in halftone or dashed lines. 7

4. The hollow circle symbols shown on the plat map exhibit shall be identified on the legend.

5. Revise the following inconsistency on the course bearing distances shown on the plat map exhibit:

a. The southerly boundary of the proposed subdivision has a course bearing of N88°01’51”W; however, the south line of proposed Lots 1 and 2 each has a course bearing of S88°01’51”E.

6. Include the course bearing for that line that runs along the west line of proposed Lot 1 a distance of 1.14 feet from the southwest corner of said Lot 1 on the plat map exhibit.

7. The legal description shall be stylized in all capital letters to be consistent with the rest of the plat document.

8. Revise the legal description to read as follows: “*A PARCEL OF LAND BEING A REPLAT OF LOTS 2 THROUGH 4, DREW’S SUBDIVISION OF LOTS 1 THROUGH 3 IN BLOCK 3 OF SQUIRE’S ADDITION, AND THE EAST 20 FEET OF LOT 4, BLOCK 3, SQUIRE’S ADDITION, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS: …*”

9. Revise the following inconsistencies between the course bearing distances shown on the plat map exhibit and on the legal description:

   a. The southerly boundary of the proposed subdivision has a course bearing distance of N88°01’51”W 109.84 feet on the plat map exhibit and a course bearing distance of N88°01’51”W 109.87 feet on the metes and bounds description.

   b. The westerly boundary of the proposed subdivision has a course bearing distance of N01°47’59”E 120.29 feet on the plat map exhibit and a course bearing distance of N01°48’34”W 120.29 feet on the metes and bounds description.

   c. The note under the legal description states the east line of Lot 2, Drew’s Subdivision of Lots 1 through 3 in Block 3 of Squire’s Addition, has a course bearing of S01°55’57”W; however, the easterly boundary of the proposed subdivision, which coincides with the east line of said Lot 2, has a course bearing of S01°50’03” on the plat map exhibit.

10. Revise the proprietor’s statement and dedication to read as follows:

    KNOW ALL PERSONS BY THESE PRESENTS THAT CONTRERAS CONSTRUCTION, LLC, BEING THE SOLE OWNER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, AND THAT SAID PROPERTY TO BE KNOWN HEREAFTER AS CONTRERAS LOTS SUBDIVISION.

    IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE PROPERTY AS CONTAINED HEREIN ON THIS _____ DAY OF _____, 20_____.

    BY: _____
    MANUEL CONTRERAS
    CONTRERAS CONSTRUCTION, LLC

11. Revise the standard easement dedication language to read as follows:

1. *A 5-FOOT-WIDE EASEMENT ALONG ALL SIDE LOT LINES AND A 10-FOOT-WIDE EASEMENT ALONG ALL FRONT AND REAR LOT LINES IS RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES:*

   A. *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.*

   B. *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.*

   C. *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.*

   D. *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.*

   E. *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.*

   F. *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.*

   G. *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.*

Recommendation

The Community Development Department recommends final plat approval of a two-lot subdivision to be known as Contreras Lots Subdivision, being a replat of property legally described as Lots 2 through 4, Drew's Subdivision of Lots 1 through 3 in Block 3 of Squire's Addition, and the East 20 feet of Lot 4, Block 3, Squire's Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments stated 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 an extension has been requested and granted by the Community Development Department 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 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, and not the City.

D. The applicant shall provide a copy of any proposed covenants and/or private restrictions associated with the subdivision to the City, or place a note on the final plat indicating none will be recorded.

E. 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.

Attachments

Attachment A: Location/Zoning Map
Attachment B: Contreras Lots Subdivision Final Plat

Prepared by: Moises Monrroy, Planner, Community Development Department

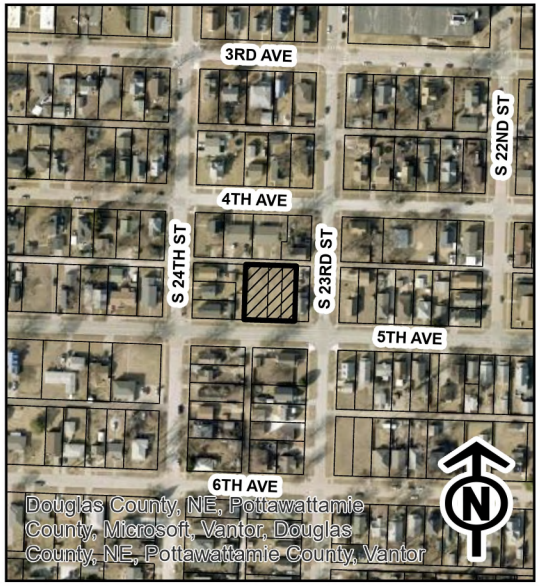
CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS
CASE #SUB-26-013 ZONING/LOCATION MAP

Legend

Subject Property

0 25 50

1 inch = 42 feet



Last Amended: 6/24/26

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.



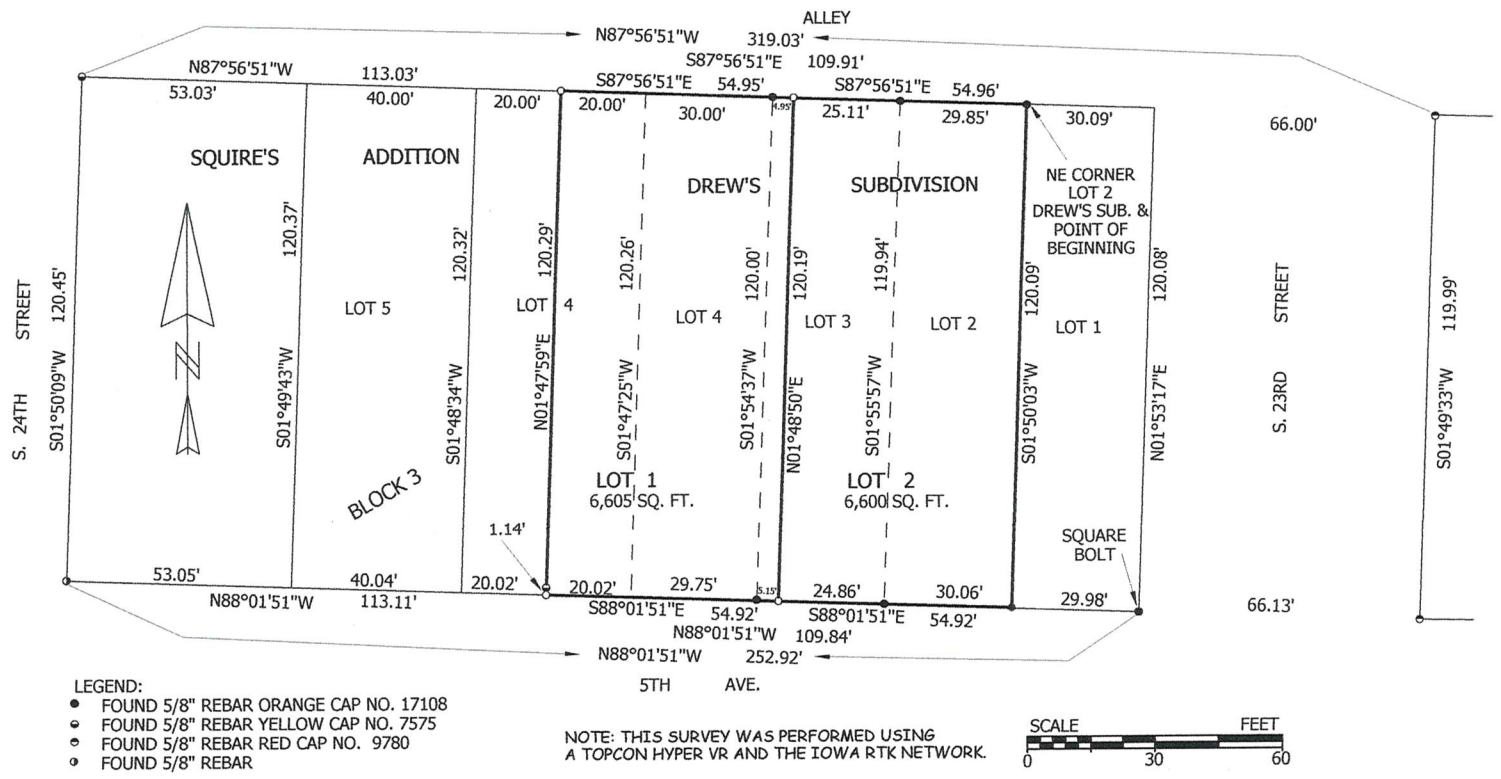
Attachment 'B'

RECORDER'S INDEX:
COUNTY: POTTAWATTAMIE
CITY: COUNCIL BLUFFS
SUBDIVISION: DREW'S SUBDIVISION / SQUIRE'S ADDITION
BLOCK: 3
LOTS: 2, 3 & 4 DREW'S SUB. / LOT 4 SQUIRE'S ADDITION
PROPRIETOR: CONTRERASCONSTRUCTION LLC
REQUESTED BY: SHAWN BABE
SURVEYOR: LONNIE R. MAYBERRY
COMPANY: LAND SURVEYING SERVICES, INC.
12 N. WALNUT ST. GLENWOOD, IA. 51534
712-527-3509

PREPARED BY: LAND SURVEYING SERVICES, INC. 12 NORTH WALNUT STREET GLENWOOD, IOWA. 51534 (712)-527-3509

CONTRERAS LOTS SUBDIVISION

NAME OF PROPRIETOR: CONTRERAS CONSTRUCTION LLC



LEGEND:
- ● FOUND 5/8" REBAR ORANGE CAP NO. 17108
- ◒ FOUND 5/8" REBAR YELLOW CAP NO. 7575
- ◒ FOUND 5/8" REBAR RED CAP NO. 9780
- ◑ FOUND 5/8" REBAR

NOTE: THIS SURVEY WAS PERFORMED USING A TOPCON HYPER VR AND THE IOWA RTK NETWORK.

SCALE FEET
0 30 60

Legal Description:
A parcel of land located in part of Lots 2, 3 and 4 of Drew's Subdivision of Lots 1, 2 and 3 in Block 3 of Squire's Addition also part of the East 20.00 feet of Lot 4 in Block 3 of Squire's Addition all in the City of Council Bluffs, Pottawattamie County, Iowa, said parcel being more fully described as follows: Commencing at the Northeast Corner of Lot 2 of Drew's Subdivision and the Point of Beginning; thence S01°50'03"W along the east line of said Lot 2 a distance of 120.09 feet to the Southeast Corner of said Lot 2; thence N88°01'51"W a distance of 109.87 feet; thence N01°4834"E a distance of 120.29 feet; thence S87°56'51"E a distance of 109.91 feet to the Point of Beginning. Said parcel contains 13,205 square feet, more or less, and is subject to all easements of record.
Note: The East line of Lot 2 of said Drew's Subdivision is assumed to bear S01°55'57"W for this description.

PROPRIETOR'S STATEMENT AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:THAT I/WE, CONTRERAS CONSTRUCTION LLC, THE SOLE OWNER(S), OF THE PROPERTY DESCRIBED WITHIN THIS PLAT DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, AND THAT SAID PROPERTY TO BE KNOWN HEREAFTER AS CANON SUBDIVISION, AND I DO HEREBY RATIFY AND APPROVED OF THIS DISPOSTION OF OUR PROPERTY AS SHOWN ON THIS PLAT.

_____
CONTRERAS CONSTRUCTION LLC

1. A 5.0 FOOT WIDE EASEMENTON AL SIDE LOT LINE AND A 10.0 FOOT WIDE EASEMENT ALONG ALL FRONT ABD REAR LOT LINES IS RESERVED FOR THE INSTALLATION AND MAINTENANCE OF ANY AND ALL UTLITIES.

A. ERECTION OF STRUCTURES PROHIBTED: GRANTOR SHALL NOT ERECT ANY STRUCTURE OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

B. CHANGE OF GRADE PROHIBTED: GRANTOR SHALL NOT CHANGE THE GRADE, ELEVATION TO CONTOUR OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

C. 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 AS HEREIN DESCRIBED.

D. 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.

E. SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN EASEMENT AREA SHALL BE LIMITED ONLY TO GRADING AND SEEDING.

F. 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 MAYBE 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.

G. 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.

H. GRANTOR RESERVATION: GRANTOR RESERVES THE RIGHT TO USE THE EASEMENT AREA FIR OTHER PURPOSES PROVIDED HOWEVER THESE PUROSES SHALL NOT INTERFERE WITH GRANTEES USE OF THE EASEMENT AREA UNDER THE RIGHT OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF NOTARY

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , 2026 BY

_____
NOTARY PUBLIC IN AND FOR SAID STATE

APPROVAL OF COUNCIL BLUFFS CITY COUNCIL

THIS FINAL PLAT OF CONTRERAS LOTS SUBDIVISION WAS APPROVED BY THE COUNCIL BLUFFS IOWA CITY COUNCIL ON THIS_____ DAY OF_____, 2026

_____
THE HONORABLE JILL SHUDAK, MAYOR

ATTEST: _____
JODI QUAKENBUSH, CITY CLERK

APPROVAL OF COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT

THIS FINAL PLAT OF CONTRERAS LOTS SUBDIVISION WAS APPROVED BY THE COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT ON THIS_____DAY OF _____,2026

_____
CHRISTOPHER GIBBONS, DIRECTOR

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OF SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECORD OF THIS OFFICE, THIS_____DAY OF_____ ,2026

_____
LEA VOSS, POTTAWATTAMIE COUNTY TREASURER

LICENSED LAND SURVEYOR
Lonnie R. Mayberry
15488
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 Land Surveyor under the laws of the State of Iowa.

REVIEW COPY

Lonnie R. Mayberry Date

License Number 15488
My license renewal date is December 31, 2027.
Sheets covered by this seal: Sheet 1 of 1.
Date of Field Survey: May, 2026.

SURVEY- LOT 4, DREWS SUB. LOTS 1-3 IN BLOCK 3 SQUIRE'S ADD. AND EAST 20' LOT 4 BLOCK 3 SQUIRE'S ADD. ALSO LOTS 2 & 3 DREW'S SUB OF LOTS 1-3 BLOCK 3 SQUIRE'S ADD. TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.
SCALE: 1"=30' DATE: MAY, 2026 DRAWN BY: RSF
REQUESTED BY: CONTRERAS CONSTRUCTION LLC (SHAWN BABE)
COUNCIL BLUFF, IA 51503
DRAWING NO. SBABE.ZAK

RESOLUTION NO. 26-260

A RESOLUTION GRANTING FINAL PLAT APPROVAL OF A TWO-LOT SUBDIVISION TO BE KNOWN AS CONTRERAS LOTS SUBDIVISION, BEING A REPLAT OF PROPERTY LEGALLY DESCRIBED AS LOTS 2 THROUGH 4, DREW'S SUBDIVISION OF LOTS 1 THROUGH 3 IN BLOCK 3 OF SQUIRE'S ADDITION, AND THE EAST 20 FEET OF LOT 4, BLOCK 3, SQUIRE'S ADDITION, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Contreras Construction, LLC is requesting final plat approval on this property legally described above and generally located West of 2302 5th Avenue; and

WHEREAS, All comments received are outlined in the attached City Council Communication; and

WHEREAS, The Community Development Department recommends final plat approval of a two-lot subdivision to be known as Contreras Lots Subdivision, being a replat of property legally described as Lots 2 through 4, Drew's Subdivision of Lots 1 through 3 in Block 3 of Squire's Addition, and the East 20 feet of Lot 4, Block 3, Squire's Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments stated 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 an extension has been requested and granted by the Community Development Department 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 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, and not the City.
D. The applicant shall provide a copy of any proposed covenants and/or private restrictions associated with the subdivision to the City, or place a note on the final plat indicating none will be recorded.
E. 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.

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 two-lot subdivision to be known as Contreras Lots Subdivision, being a replat of property legally described as Lots 2 through 4, Drew's

Subdivision of Lots 1 through 3 in Block 3 of Squire's Addition, and the East 20 feet of Lot 4, Block 3, Squire's Addition, all in 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 July 27, 2026.
APPROVED

_____
JILL K. ALMONTE Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Planning Case No. #SUB-26-013

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Ordinance 6693
Ordinance to amend Title 8, Public Safety and Morals of the 2025 Council Bluffs Municipal Code by repealing Chapter 8.75 "Possession of Weapons" in its entirety.

Background/Discussion

In 2020, Iowa Code Chapter 724.28 of the Iowa Code was amended to prohibit municipalities from regulating the possession of “firearms, firearm attachments, or other weapons” when such possession is otherwise lawful under state law. Prior to this amendment, the preemption applied only to firearms.

This code chapter was brought to the attention of the City Attorney's office back in 2022 when the state decided to allow open carry of firearms. The thought was that this meant that the firearms part of our ordinance was preempted and no longer valid. Language was added to Chapter 8.75 at that time exempting firearms from its provisions.

After further review, it appears that the more appropriate action in 2022 would have been to repeal the definition of possession that is defined as:
“To have within the possession or control of a person or to have about a person or to transport within any motor vehicle, in such a place as to be accessible to the driver or passenger of the vehicle, including the glove box and the area under or beneath the seats"

Chapter 8.75 prohibits possession of “daggers, dirks, stilettos, or any knife having a blade of three inches or longer, metallic knuckles, pocket billy, sand bag, skull-cracker, slug-shot, nunchucks, or offensive weapon as defined in Iowa Code section 724.1”. However, under Iowa law, municipalities are prohibited from regulating the possession of these weapons when such possession is otherwise lawful.

The only category of weapons listed in Chapter 8.75 that is generally unlawful to possess under state law is "offensive weapons" as defined in Iowa Code section 724.1. Possession of offensive weapons (machine guns, explosive devices, etc.) is a already prohibited by state law class and punishable as a Class D felony, as opposed to our simple misdemeanor charge.

As most of Chapter 8.75 is preempted and invalid, and therefore unenforceable, and the valid part is more logically charged under state law, it is recommended that the Council repeal Chapter 8.75 in its entirety.

Staff Recommendation

Approval is recommended.

Attachments

Chapter 8.75 redline repeal.pdf
6693.docx

Prepared by: Jake Schorlemmer
Approved by: Mimi Dobson

Chapter 8.75 - POSSESSION OF WEAPONS

8.75.010 Definitions - Possession Of Weapons
8.75.020 Possession Of Weapons - Prohibited
8.75.030 Penalty For Violation

HISTORY
Repealed & Replaced by Ord. 6494 on 5/23/2022

8.75.010 Definitions - Possession Of Weapons

Possess: To have within the possession or control of a person or to have about a person or to transport within any motor vehicle, in such a place as to be accessible to the driver or passenger of the vehicle, including the glove box and the area under or beneath the seats.

Weapon: Those instruments or items which are designed or have been modified so as to be capable of causing bodily injury. They shall include, but shall not be limited to, daggers, dirks, stilettos, or any knife having a blade of three inches or longer, metallic knuckles, pocket billy, sand bag, skull-cracker, slug-shot, nunchucks, or offensive weapon as defined in Iowa Code §724.1 Furthermore, such definitions shall include those items which, although not designed or modified so as to be capable of causing bodily injury, are capable of such, and are threatened to be used, or carried with the intent to be used, as a weapon.

For purposes of this Chapter, such weapons shall not include any firearms or weapons that are legal to possess under Iowa Code §724 or any other state law that preempts the jurisdiction of a political subdivision of the state of Iowa.

HISTORY
Amended by Ord. 6494 on 5/23/2022

8.75.020 Possession Of Weapons - Prohibited

It is unlawful for any person to possess, within the city limits of Council Bluffs, Iowa, a weapon as defined in this Chapter, with the following exceptions:

1. Any peace officer, when his or her duties require the person to carry such weapon;
2. Any member of the Armed Forces of the United States or of the National Guard, or person in the service of the United States, when the weapons are carried in connection with his or her duties as such;
3. Any person who goes armed with a weapon in his or her own dwelling or place of business, or on land owned or possessed by the person, or upon property of another with the consent of the person in lawful possession of the property;

4. Any correctional officer, serving in an institution under the authority of the Division of Adult Corrections;

5. Any person who, under the laws of this state and the United States, is lawfully engaged in the business of supplying those authorized to possess such devices;

6. Any museum or similar place which possesses, solely as relics, offensive weapons which are rendered permanently unfit for use;

7. Any person who uses the weapon as a tool in his or her lawful trade or business, so long as he or she is participating in the trade or business at the time of the possession, or is on his or her way to or from participating in the trade or business;

8. Any person who has in his or her possession and who displays to any peace officer, on demand, a valid permit to carry weapons which has been issued to the person and whose conduct is within the limits of that permit. No person shall be convicted of a violation of this section if the person produces at his or her trial a permit to carry weapons which was valid at the time of the alleged offense, and which would have brought the person's conduct within this exception if the permit had been produced at the time of the alleged offense.

(Ord. 4378 § 1 (part), 1981)

HISTORY
Amended by Ord. 6494 on 5/23/2022

8.75.030 Penalty For Violation

Any person found guilty of a violation of any of the provisions of this chapter shall, upon conviction, be subject to the penalty provisions of CBMC 8.02.020. Each day that a violation is allowed to continue shall constitute a separate and distinct violation. At the discretion of the city attorney, any violation of the provisions of this chapter may be pursued as a municipal infraction according to the terms of CBMC 1.95 in lieu of criminal prosecution.

(Ord. 5627 § 1, 2001)

HISTORY
Renumbered by Ord. 6494 on 5/23/2022

ORDINANCE NO. 6693

AN ORDINANCE TO AMEND TITLE 8, PUBLIC SAFETY AND MORALS OF THE 2025 COUNCIL BLUFFS MUNICIPAL CODE BY REPEALING CHAPTER 8.75 "POSSESSION OF WEAPONS" IN ITS ENTIRETY.

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

SECTION 1. That Title 8, Public Safety and Morals of the 2025 Council Bluffs Municipal Code is hereby amended by repealing Chapter 8.75 "Possession of Weapons" in its entirety.

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 publication, as provided for by law.

PASSED
AND August 10, 2026.
APPROVED

_____
JILL K. ALMONTE Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 7-27-26
Second Consideration: 8-10-26
Third Consideration: _____, 2026.

Council Communication

Department: Council Members

Case/Project No.:

Subject/Title

Ordinance 6694
Ordinance to amend Title 5 Sewers by amending Chapter 5.22 Service Charges of the 2025 Council Bluffs Municipal Code by amending Section 5.22.060 "Special Rates" and by amending the prevailing City Schedule of Fees adopted pursuant to Chapter 2.08.

Background/Discussion

The City's Schedule of Fees currently provides two different sewer flow rates. Most customers (residential, commercial, and industrial alike) pay the standard rate of $4.95 per 100 cubic feet. However, users classified as "significant users" under the City's industrial pretreatment program pay a reduced flow rate of $4.35 per 100 cubic feet, with separate surcharges applying only when their wastewater exceeds strength thresholds for BOD, suspended solids, or oil and grease. The result is that a large industrial user whose discharge does not trigger the strength surcharges pays less per unit of flow than a residential household.

There is no identified cost-of-service basis for continuing this reduced rate. Section 5.22.010 of the Municipal Code requires the City's sewer rates to be just and equitable, and the comprehensive sewer rate study now underway (Resolution No. 26-121, Project No. PW26-04) will evaluate the City's full rate structure, including whether cost-of-service data support differential rates among customer classes. Pending completion of that study, this ordinance establishes rate equality: the significant-user flow rate is set equal to the standard rate, and Section 5.22.060 is amended to provide that no significant-user flow rate may fall below the standard rate in the future. The strength surcharges, billing methods, and all other provisions of the sewer rate structure are unchanged. The new rate applies to billing periods beginning on January 1, 2026.

Staff Recommendation

Approval is recommended.

Attachments

Section 5.22.060-redline version.pdf
2.08 schedule of fees (amending 5.22.060)-redline version.pdf
6694.docx

Prepared by: Malina Dobson
Approved by: Joe Disalvo

6.B

5.22.060 Special Rates

Where in the judgment of the city council, special conditions surround the use of city water to the extent that the application of the service charges, rates or rentals as specified herein would be inequitable and unfair to either the city of Council Bluffs or the contributors, the city council may establish a special rate applying to such contributors. Such special rates when adopted by ordinance by the city council shall apply to all contributors to the sanitary utilities of the city under like circumstances. In no event shall the flow rate applicable to users defined as significant users under the city's pretreatment program be less than the standard sewer service rate applicable to users in the same location. Such special rates may include, among others, the following cases:

A. Where the nature of the use of city water is such that the resulting sewerage or industrial waste discharge into the sanitary sewer system of the city has characteristics making it more or less difficult to treat than ordinary domestic waste;

B. Where the monthly city water use exceeds twenty-five thousand (25,000) gallons and a substantial portion of such water consumed is not polluted and is not discharged into or does not reach the sanitary sewer system;

C. Where privately produced water supplies or polluted storm, surface or ground water are discharged directly or indirectly into the sanitary sewer system of the city, the service charges, rates or rentals shall be on as equal basis as may be with the rates which are applied to an equal quantity and character of waste originating through the use of the city water.

(Ord. 5125 § 1, 1993)

CBMC 5.22.060	Special rates for users who are defined as significant users under the city's pretreatment program based on concentration of raw flow prior to pretreatment shall be as follows:	
	Flow rate (inside city limits):	April 1, 2021 - $3.20/100 cubic ft. July 1, 2022 - $3.46/100 cubic ft. July 1, 2023 - $3.73/100 cubic ft. July 1, 2024 - $4.03/100 cubic ft. July 1, 2025 - $4.35/100 cubic ft. January 1, 2027 - $4.95/100 cubic ft.
	Flow rate (outside city limits):	April 1, 2021 - $4.52/100 cubic ft. July 1, 2022 - $4.88/100 cubic ft. July 1, 2023 - $5.27/100 cubic ft. July 1, 2024 - $5.69/100 cubic ft. July 1, 2025 - $6.14/100 cubic ft. January 1, 2027 - $6.16/100 cubic ft.
	Surcharges (inside city):	
	For biochemical oxygen demand (BOD) over 350 parts per million, by weight	April 1, 2021 - $.291 per pound July 1, 2022 - $.291 per pound July 1, 2023 - $.291 per pound July 1, 2024 - $.291 per pound July 1, 2025 - $.291 per pound
	For suspended solids over 350 parts per million, by weight	April 1, 2021 - $.596 per pound July 1, 2022 - $.596 per pound July 1, 2023 - $.596 per pound

		July 1, 2024 - $.596 per pound July 1, 2025 - $.596 per pound
	For recoverable oil and grease over 100 parts per million, by weight	April 1, 2021 - $.291 per pound July 1, 2022 - $.291 per pound July 1, 2023 - $.291 per pound July 1, 2024 - $.291 per pound July 1, 2025 - $.291 per pound
	Surcharges (outside city):	
	For biochemical oxygen demand (BOD) over 350 parts per million, by weight	April 1, 2021 - $.375 per pound July 1, 2022 - $.375 per pound July 1, 2023 - $.375 per pound July 1, 2024 - $.375 per pound July 1, 2025 - $.375 per pound
	For suspended solids over 350 parts per million, by weight	April 1, 2021 - $.684 per pound July 1, 2022 - $.684 per pound July 1, 2023 - $.684 per pound July 1, 2024 - $.684 per pound July 1, 2025 - $.684 per pound
	For recoverable oil and grease over 100 parts per million, by weight	April 1, 2021 - $.375 per pound July 1, 2022 - $.375 per pound July 1, 2023 - $.375 per pound July 1, 2024 - $.375 per pound July 1, 2025 - $.375 per pound

ORDINANCE NO. 6694

AN ORDINANCE TO AMEND TITLE 5 SEWERS, CHAPTER 5.22 SERVICE CHARGES OF THE 2025 COUNCIL BLUFFS MUNICIPAL CODE BY AMENDING SECTION 5.22.060 "SPECIAL RATES" AND BY AMENDING THE PREVAILING CITY SCHEDULE OF FEES ADOPTED PURSUANT TO CHAPTER 2.08.

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

SECTION 1. That Chapter 5.22 Service Charges of the 2025 Council Bluffs Municipal Code is hereby amended by amending Section 5.22.060 "Special Rates" to read as follows:

5.22.060 Special Rates

Where in the judgment of the city council, special conditions surround the use of city water to the extent that the application of the service charges, rates or rentals as specified herein would be inequitable and unfair to either the city of Council Bluffs or the contributors, the city council may establish a special rate applying to such contributors. Such special rates when adopted by ordinance by the city council shall apply to all contributors to the sanitary utilities of the city under like circumstances. In no event shall the flow rate applicable to users defined as significant users under the city's pretreatment program be less than the standard sewer service rate applicable to users in the same location. Such special rates may include, among others, the following cases:

A. Where the nature of the use of city water is such that the resulting sewerage or industrial waste discharge into the sanitary sewer system of the city has characteristics making it more or less difficult to treat than ordinary domestic waste;

B. Where the monthly city water use exceeds twenty-five thousand (25,000) gallons and a substantial portion of such water consumed is not polluted and is not discharged into or does not reach the sanitary sewer system;

C. Where privately produced water supplies or polluted storm, surface or ground water are discharged directly or indirectly into the sanitary sewer system of the city, the service charges, rates or rentals shall be on as equal basis as may be with the rates which are applied to an equal quantity and character of waste originating through the use of the city water.

(Ord. 5125 § 1, 1993)

SECTION 2. That the prevailing city schedule of fees adopted pursuant to Chapter 2.08 of the 2025 Council Bluffs Municipal Code is hereby amended by adding to the entries for CBMC 5.22.060 the following rates, effective for billing periods beginning on or after January 1, 2027. Flow rate (inside city limits): $4.95/100 cubic ft.; Flow rate (outside city limits): $6.16/100 cubic ft. The surcharge entries for CBMC 5.22.060 and all other entries of the schedule of fees are unchanged. The city clerk is directed to update the schedule of fees to conform to this ordinance.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 5. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its publication, as provided for by law.

PASSED
AND August 10, 2026.
APPROVED

_____
JILL K. ALMONTE Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 7-27-26
Second Consideration: 8-10-26
Third Consideration: _____, 2026.

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Ordinance 6692
Ordinance to amend Chapter 1.40 Council Bluffs Civil Rights Commission of the 2025 Council Bluffs Municipal Code by amending Sections 1.40.010 "Purposes", 1.40.020 "Construction", 1.40.030 "Definitions - Civil Rights Commission", 1.40.040 "Establishment, Membership And Organization", 1.40.060 "Powers And Duties", 1.40.070 "Public Meetings, Records And Confidentiality", 1.40.080 "Unfair Employment Practices", 1.40.090 "Unfair Practices - Accommodations Or Services", 1.40.100 "Unfair Or Discriminatory Practices - Housing", 1.40.110 "Unfair Credit Practices", 1.40.120 "Unfair Or Discriminatory Practices - Education", 1.40.150 "Complaint Procedures", 1.40.160 "Conciliation", 1.40.170 "Public Hearing" and 1.40.200 "City Employment".

Background/Discussion

On March 10, 2026, Iowa Senate File 579 amended Iowa Code Chapter 216 governing civil rights enforcement and local civil rights commissions. The City's ordinance is now not compliant with state law as Iowa Senate File 579 was immediately effective. The key changes and required amendments to the City's ordinance are:

1. Local ordinances may not provide protected classes broader than Iowa Code Chapter 216. This is a significant change as the state law used to be the floor of what must be provided and it is now also the ceiling of the protections that a local government can choose to be protected. The City may no longer have "gender identity" as a protected class, despite this having been in our local ordinance for 18 years. The revised Ordinance removes gender identity as a protected class.
3. Commissioner terms must be 2 years. Our Commissioners have previously been appointed for 3 year terms, per the law at that time.
4. Local commissions must provide notice of the right to transfer unresolved complaints after 12 months.
5. Complaints involving political subdivisions must be referred to the Iowa Office of Civil Rights.
6. Complainants must be informed they may file directly with the Iowa Office of Civil Rights.

Staff Recommendation

Staff recommends approval to comply with state law.

Attachments

ORD Civil Rights Chapter 1.40-red line version REMOVE GI.pdf
6692.docx

Prepared by: Whitney Jacque

1.40.010 Purposes

The purposes of the city in enacting this chapter are:

A. To secure for all individuals within the city, freedom from discrimination because of race, color, religion, creed, sex, sexual orientation, national origin, age or mental or physical disability in connection with employment, public accommodations, housing and credit; and thereby to protect the personal dignity of these individuals, to ensure their full productive capacities, to preserve the public safety, health and general welfare, and to promote the interest, rights and privileges of individual citizens within the city;

B. To provide for the execution within the city of policies embodied in the Iowa Civil Rights Act of 1965 and in the Federal Civil Rights Act, and to promote cooperation between the city and the state and federal agencies enforcing those acts;

C. To provide, at the local level, a civil rights commission dedicated to the following: effective enforcement of this chapter; service as a source of information to employers, laborers, businessmen, employees, tenants and other citizens relative to various civil rights legislation and regulations; and active assistance to prevent and eliminate the effects of discriminatory acts and practices.

Deleted: gender identity,

(Ord. 5970 § 1, 2008)

1.40.020 Construction

This chapter shall be construed broadly to effectuate its purposes. However, this chapter shall not establish categories of discriminatory practice which are broader than those contained in Iowa Code Chapter 216, as amended.

(Ord. 5655 § 1 (part), 2001)

1.40.030 Definitions - Civil Rights Commission

For the purposes of this chapter, the following words, terms and phrases are defined as follows:

Affirmative action: A plan whereby a set of specific result-oriented procedures are established and to which a "person" commits himself or herself to apply every good faith effort to achieve. The objective of those procedures is to ensure equal opportunity in public and private employment, housing, public accommodation, credit transactions and city contracts.

Bona fide occupational qualification (BFOQ): A job-related requirement which bears a demonstrable relationship to the successful performance of the job for which it is used.

Commission: The civil rights commission created by this chapter.

Commissioner: A member of the local civil rights commission.

Complainant: Any person filing a complaint with the commission.

Contract: Any agreement that is awarded, let, procured or entered into with, or on behalf of, the city or any awarding authority thereof.

Contracting authority: Any city department, agency, commission, board or any authorized employee, including any purchasing agent of the city, who makes or enters into any contract agreement for the provision of any goods or services of any kind or nature whatsoever for and on behalf of the city.

Court: The district court in and for the judicial district of the state of Iowa in which the alleged unfair or discriminatory practice occurred, or any judge of the court if the court is not in session at the time.

Director: The city attorney or his or her designee.

Disability: The physical or mental condition of a person which constitutes a substantial disability, and the condition of a person with a positive human immunodeficiency virus test result, a diagnosis of acquired immune deficiency syndrome, a diagnosis of acquired immune deficiency syndrome-related complex, or any other condition related to acquired immune deficiency syndrome. The inclusion of a condition related to a positive human immunodeficiency virus test result in the meaning of "disability" under the provisions of this chapter does not preclude the application of the provisions of this chapter to conditions resulting from other contagious or infectious diseases. "Disability" does not include current, illegal use of or addiction to a controlled substance.

Employee: Any person employed by an employer.

Employer: The city of Council Bluffs or any board, commission or department thereof, and every other person or entity employing employees within the state of Iowa.

Employment agency: Any person undertaking to procure employees or opportunities to work for any other person or any person holding itself to be equipped to do so.

Familial status: One or more individuals under the age of eighteen (18) domiciled with one of the following:

A. A parent or another person having legal custody of the individual or individuals.
B. The designee of the parent or other person having custody of the individual or individuals, with the written permission of the parent or other person.
C. A person who is pregnant or is in the process of securing legal custody of the individual or individuals.
D. A person who is pregnant or who is in the process of securing legal custody of an individual who has not attained the age of eighteen (18) years.

Housing for older persons: Any of the following:

A. Housing intended and operated for ninety (90) percent occupancy by at least one person fifty-five (55) years of age or older per unit, and providing significant facilities specifically designed to meet the physical or social needs of such person.
B. Housing intended for and occupied solely by persons sixty-two (62) years of age or older.
C. Housing provided under any state or federal program specifically designated and operated to assist elderly persons (as defined in the state or federal program).

Individual: Any natural person.

Labor organization: Any organization that exists for the purpose, in whole or in part, of collective bargaining, of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection in connection with employment.

Person: One or more individuals, partnerships associates, corporations, legal representatives, trustees, receivers, employees or agents, and the city and all of this boards and commissions.

Public accommodation: each and every place, establishment, or facility of whatever kind, nature, or class that caters or offers services, facilities, or goods for a fee or charge to nonmembers of any organization or association utilizing the place, establishment, or facility, provided that any place, establishment, or facility that caters or offers services, facilities, or goods to the nonmembers gratuitously shall be deemed a public accommodation if the accommodation receives governmental support or subsidy.

A. Public accommodation" does not mean any bona fide private club or other place, establishment, or facility which by its nature is distinctly private, except when a distinctly private place,

Deleted: Gender identity: A gender-related identity of a person, regardless of the person's assigned sex at birth.¶

Deleted: or

establishment or facility caters or offers services, facilities, or goods to nonmembers for a fee or charge, or gratuitously, it shall be deemed a public accommodation during such period of use.

B. "Public accommodation" includes each state and local government unit or tax-supported district of whatever kind, nature or class that offers services, facilities, benefits, grants, or goods to the public, gratuitously or otherwise. This definition shall not be construed by negative implication or otherwise to restrict any part or portion of the pre-existing definition of the term "public accommodation."

Referral: The process by which the Iowa Office of Civil Rights notifies the local commission that a complainant has been filed with the state commission, and that the same is postponing its investigative activities for a period of sixty (60) days while the local commission investigates and attempts to resolve the matter.

Deleted: Iowa Civil Rights Commission

Respondent: That person against whom a complaint has been filed with the commission.

Retaliation: Any act directed at a complainant or other person with the intent of affecting that person unfavorably because of his or her formal or informal efforts to secure or aid in securing compliance with this chapter.

Sexual orientation: Actual or perceived heterosexuality, homosexuality, or bisexuality."

Unfair practice or discriminatory practice: Those practices specified as unfair or discriminatory in this chapter or Chapter 216 of the Iowa Code.

(Ord. 5971 § 1, 2008)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.040 Establishment, Membership And Organization

There is established the Council Bluffs civil rights commission. The commission shall consist of nine members. Commissioners shall be appointed by the mayor, subject to approval by the city council, for a term of two years, with terms expiring on August 1st. In the event of vacancies, special appointments to the commission shall be made by the mayor, subject to approval by the city council. The commission shall elect its own chairperson and such other officers as the commission may deem necessary. All members of the commission shall be residents of the city and shall be broadly representative of the geographical areas of the community. Any member of the commission may, for cause, be removed from office by the mayor, subject to approval of the city council. Missing three or more regular meetings in a calendar year shall be deemed cause, and may result in a commissioner's removal from office. Members shall serve without compensation. A quorum shall consist of five members of the commission. All acts of the commission shall require a majority vote, unless otherwise required by Robert's Rules of Order.

Deleted: three

(Ord. 5959 § 1, 2007)

1.40.060 Powers And Duties

The commission shall have the following powers and duties:

A. To investigate and study the existence, character, causes and extent of discrimination in public accommodations, employment, apprenticeship programs, on-the-job training programs, vocational schools, extension of credit, real estate, financial transactions and housing in the city, and to attempt the elimination of such discrimination by education and conciliation;

B. To advise and consult with the mayor and city council on all matters involving racial, religious, ethnic, or handicapped prejudice or discrimination in the above-listed areas;
C. To report to the mayor and city council relative to the actions taken by the commission as requested by the city council or initiated by the commission;
D. To invite and enlist the cooperation of racial, religious and ethnic groups, community organizations, labor and business organizations, fraternal and benevolent societies, veterans' organizations, professional and technical organizations, and other groups in the city in order to carry on the work of the commission. The commission may also aid in the formation of local community groups in such neighborhoods as it may deem necessary or desirable to carry out specific programs designed to lessen tensions or to improve understanding in the community;
E. To conduct fact-finding conferences to seek settlements between the charging party and respondent prior to a formal investigation, yet subsequent to the timely filing of a charge of discrimination;
F. To receive, investigate, and finally determine the merits of complaints alleging unfair or discriminatory practices;
G. By written notice, to request the presence of any person having possession of material or real evidence for the purpose of investigating a complaint of discrimination. The written request shall be by certified mail, return receipt requested. When a person fails to provide the requested information, the commission, or its agent, may petition the district court having jurisdiction for the issuance of a subpoena for the person to so appear, and the court shall in a proper case issue such subpoena;
H. To hold hearings upon any complaint made against a person, an employer, an employment agency or labor organization, or the employees or members thereof, to administer oaths and take the testimony of any person under oath, and to compel such persons, employer, employment agency or labor organization, or employees or members thereof, to produce for examination any books and papers relating to any matter involved in such complaint. Such hearings may be held by the commission, by any commissioner or by any hearing officer appointed by the commission;
I. To take the necessary remedial action, as to the judgment of the commission, to carry out the purposes of this chapter. For purposes of this paragraph and pursuant to the provisions of this chapter, "remedial action" includes, but is not limited to, the following:
    1. Hiring, reinstatement or upgrading,
    2. Admission or restoration of individuals to programs and admission to a public accommodation or an educational institution,
    3. Sale, exchange, lease, rental, assignment or sublease of real property to an individual,
    4. Payment to the complainant of damages for an injury caused by the discriminatory or unfair practice, which damages shall include, but are not limited to, actual damages, court costs, and reasonable attorney fees, and the issuance of an order requiring the respondent to cease and desist from said practice,
    5. Reporting as to the manner of compliance,
    6. Posting notices in conspicuous places in the respondent's place of business in a form prescribed by the commission and inclusive of notices in advertising material,
    7. In addition to the remedies provided in the preceding provisions of this paragraph, the commission may issue an order requiring the respondent to cease and desist from the discriminatory or unfair practice and to take such affirmative action as, in the judgment of the commission, will carry out the purposes of this section,
    8. The terms of a conciliation agreement reached with the respondent may require him or her to refrain in the future from committing discriminatory or unfair practices of the type stated in the agreement; to take remedial action as in the judgment of the commission, will carry out the purposes of this chapter; and a consent to the entry in an appropriate district court of a consent decree embodying the terms of the conciliation agreement. Violation of such a consent decree may be punished as contempt by the court upon showing by the commission of the violation at any time within six months of its occurrence. In all cases

where a conciliation agreement is entered into, the commission shall issue an order stating its terms and furnish a copy of the order to the complainant, respondent, and such other person(s) as the commission deems proper. At any time, in its discretion, the commission may investigate whether the terms of the agreement are being complied with by the respondent;

J. To seek a temporary injunction against the respondent when it appears that a complainant may suffer irreparable injury as a result of alleged violations of this chapter;

K. To issue such publications and reports of investigations and research as in the judgment of the commission shall tend to promote goodwill among the various racial, religious, ethnic and other groups within the city, and which shall tend to minimize or eliminate discrimination in public accommodations, employment, apprenticeships and on-the-job training programs, vocational schools, housing, or credit because of race, creed, color, sex, sexual orientation, national origin, disability or age;

Deleted: gender identity,

L. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, and in the planning and conducting of programs designed to eliminate discrimination;

M. To hold regularly scheduled meetings at the call of the chairperson of the commission or when requested by a majority of the members of the commission. The meetings of the commission shall be held at the city hall building in Council Bluffs, Iowa. The city attorney or his or her designee shall provide the commission with such staff as is deemed necessary to carry out the duties and responsibilities of the commission. The mayor or his or her designee shall designate the city fund from which the necessary expenses of the commission shall be paid;

N. To enter into contracts with the federal and state civil rights agencies which would further the purposes of this chapter and seek from the federal equal employment opportunity commission and the federal and state civil rights commission the designation as a deferral agency, which shall have legal precedence in all other cases in its jurisdiction, except where otherwise agreed, or where a complainant requested in written form that the deferral agency not be notified;

O. To establish and administer a positive affirmative action plan for the city, and administer any fair housing programs as are necessitated by federal and state regulations;

P. To assist all city contracting authorities in preparing equal employment opportunity and anti-discrimination provisions for contract specifications and advise them as to the compliance records of prospective contractors;

Q. To require that all contracts entered into on behalf of the city, and all subcontractors thereon for which the consideration is in excess of fifty thousand dollars ($50,000.00) shall contain a nondiscrimination clause barring discrimination in employment, and shall require that the public notices contain the provisions set forth therein;

R. To require that all city agencies, boards and commissions forward to the agency all equal employment opportunity documents for review and evaluation prior to their submission thereof to any state or federal agency; and

Deleted: .

S. To provide complaints or information to the Iowa Office of Civil Rights to assist with cross-filing or comply with state law.

(Ord. 5972 § 1, 2008)

1.40.070 Public Meetings, Records And Confidentiality

1. All meetings of the commission shall be held in compliance with Iowa Code Chapter 21 regarding open meetings, except that the commission shall hold a closed session for consideration of any complaint of discrimination of a report concerning investigation or conciliation of a complaint, as provided in this chapter.

2. The disclosure of information, whether a charge has been filed or not, or revealing the contents of any file is prohibited except in the following circumstances:
    1. If a final decision has been reached, a party or a party's attorney may, upon showing that a petition appealing the commission action has been filed, have access to the commission's case file on that complaint.
    2. If a case has been approved for public hearing, and the letter informing parties of this fact has been mailed, any party or party's attorney may have access to file information through prehearing discovery measures set out in Iowa Code Chapter 17A.
    3. If a decision rendered by the commission in a contested case has been appealed, any party or party's attorney may, upon showing that the decision has been appealed, have access to the commission's case file on that complaint.

The fact that copies of documents related to or gathered during an investigation of a complaint are introduced as evidence during the course of a contested case proceeding does not affect the confidential status of all other documents in the file that are not introduced as evidence.

Nothing in this section prohibits disclosures required by Iowa Code Section 216.19 or communications with the Iowa Office of Civil Rights required under state law.

(Ord. 5655 § 1 (part), 2001)

1.40.080 Unfair Employment Practices

A. It shall be unfair or discriminatory practice for any:
    1. Person to refuse to hire, accept, register, classify or refer for employment, to discharge any employee, or to otherwise discriminate in employment against any applicant for employment or any employee because of the age, race, creed, color, sex, sexual orientation, national origin, religion or disability of such applicant or employee, unless based upon the nature of the occupation. If a person with a disability is qualified to perform a particular occupation, by reason of training or experience, the nature of that occupation shall not be the basis for exception to the unfair or discriminatory practices prohibited by this subsection;
    2. Labor organization or the employees, agents or members thereof to refuse to admit to membership any applicant, to expel any member, or to otherwise discriminate against any applicant for membership or any member in the privileges, rights or benefits of such membership because of age, race, creed, color, sex, sexual orientation, national origin, religion or disability of such applicant or member;
    3. Employer, employment agency, labor organization, or the employees, agents, or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals of any particular age, race, creed, color, sex, sexual orientation, national origin, religion or disability are unwelcome, objectionable, not acceptable or not solicited for employment or membership unless based on the nature of the occupation.
        1. If a person with a disability is qualified to perform a particular occupation by reason of training or experience, the nature of that occupation shall not be the basis for exception to the unfair or discriminatory practices prohibited by this subsection.
        2. An employer, employment agency or their employees, servants or agents may offer employment or advertise for employment to only persons with disabilities, when other applicants have available to them other employment compatible with their

Deleted: gender identity,

Deleted: gender identity,

Deleted: gender identity,

ability which would not be available to persons with disabilities because of their disabilities. Any such employment or offer of employment shall not discriminate among persons with disabilities on the basis of race, color, creed, sex, sexual orientation, or national origin.

Deleted: gender identity,

4. Person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus or to affect the terms, conditions, or privileges of employment or terminate the employment of any employee solely as a result of the employee obtaining a test for the presence of the antibody to the human immunodeficiency virus. An agreement between an employer, employment agency, labor organization, or their employees, agents, or members and an employee or prospective employee concerning employment, pay, or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus, is prohibited. The prohibitions of this paragraph do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States depart of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other persons in a specific occupation.

B. Employment policies relating to pregnancy and childbirth shall be governed by the following:

1. A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this chapter.
2. Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement, and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to the employee's pregnancy or giving birth, on the same terms and conditions as they are applied to other temporary disabilities.
3. Disabilities caused or contributed to by legal abortion and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any temporary disability or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement, and payment under any temporary disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to legal abortion on the same terms and conditions as they are applied to other temporary disabilities. The employer may elect to exclude health insurance coverage for abortion from a plan provided by the employer, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion.
4. An employer shall not terminate the employment of a person disabled by pregnancy because of the employee's pregnancy.
5. Where a leave is not available or a sufficient leave is not available under any health or temporary disability insurance or sick leave plan available in connection with employment, the employer of the pregnant employee shall not refuse to grant to the employee who is disabled by the pregnancy a leave of absence if the leave of absence is for the period that

the employee is disabled because of the employee's pregnancy, childbirth, or related medical conditions, or for eight weeks, whichever is less. However, the employee must provide timely notice of the period of leave requested and the employer must approve any change in the period requested before the change is effective. Before granting the leave of absence, the employer may require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the duties of employment.

C. This section shall not apply to:
   1. Any employer who regularly employs less than four individuals. For the purpose of this paragraph, individuals who are members of the employer's family shall not be counted as employees;
   2. The employment of individuals for work within the home of the employer, if the employer or a member of his or her family reside therein during such employment;
   3. The employment of individuals to render personal service to the person of the employer or members of his or her family;
   4. Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based upon religion, or sexual orientation, when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution, shall be presumed to be a bona fide occupational qualification;
   5. This section shall not prohibit discrimination on the basis of age if the person subject to the discrimination is under the age of eighteen (18) years, unless the person is considered by law to be an adult;
   6. This section shall not apply to age discrimination in a bona fide apprenticeship employment program if the employee is over forty-five (45) years of age;
   7. After a handicapped individual is employed, the employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this section as a part of such agreement.

(Ord. 5973 § 1, 2008)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.090 Unfair Practices - Accommodations Or Services

A. It is an unfair or discriminatory practice for any owner, lessee, sublessee, proprietor, manager or superintendent of any public accommodation or agent or employee thereof:
   1. To refuse or deny any individual because of race, creed, color, sex, sexual orientation, national origin, religion or disability, the accommodations, advantages, facilities, services or privileges thereof, or otherwise to discriminate against any individual because of race, creed, color, sex, sexual orientation, national origin, religion or disability in the furnishing of such accommodations, advantages, facilities, services or privileges;
   2. To directly or indirectly advertise or in any other manner indicate or publicize that the patronage of individuals of any particular race, creed, color, sex, sexual orientation, national origin, religion or disability is unwelcome, objectionable, not acceptable, or not solicited.

B. This section shall not apply to:

Deleted: ,
Deleted: , or gender identity
Deleted: gender identity,
Deleted: gender identity,
Deleted: gender identity,

1. Any bona fide religious institution with respect to any qualifications the institution may impose based upon religion, when such qualifications are related to a bona fide religious purpose.
2. The rental or leasing to transient individuals of less than six rooms within a single housing accommodation by the occupant or owner of such housing accommodation if the occupant or owner or members of his or her family reside therein.

(Ord. 5974 § 1, 2008)

1.40.100 Unfair Or Discriminatory Practices - Housing

It is an unfair or discriminatory practice for any person, owner, or person acting for an owner, of rights to housing or rental property, with or without compensation, including but not limited to persons licensed as real estate brokers or salespersons, attorneys, auctioneers, agents or representative by power of attorney or appointment, or any person acting under court order, deed or trust, or will:

A. To refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion or interest therein to any individual because of the race, creed, color, sex, sexual orientation, national origin, religion, disability, or familial status of such individual;
B. To discriminate against any individual because of his or her race, color, creed, sex, sexual orientation, religion, national origin, disability, or familial status in the terms, conditions, and privileges of the sale, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation;
C. To directly or indirectly advertise, or in any other manner indicate or publicize, that the purchase, rental, lease, assignment or sublease of any real property or housing accommodations or any part, portion or interest therein by individuals of any particular race, color, creed, sex, sexual orientation, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable or not solicited;
D. To discriminate against the lessee or purchaser of any real property or housing accommodation, or part, portion or interest in real property or housing accommodation, or against any prospective lessee or purchaser of the property for accommodation, because of the race, color, creed, religion, sex, sexual orientation, disability, or familial status, age or national origin of individuals who may, from time to time, be present in or on the lessee's or owner's premises for lawful purposes at the invitation of the lessee or owner as friends, guests, visitors, relatives or in any similar capacity;
E. The provisions of paragraphs A through B of this section shall not apply to the following:
    1. The rental, leasing or occupancy of dwellings owned or operated by a religious organization, association, or society, or any nonprofit institution operated, supervised, or controlled by a religious organization, association or society, where preference in rental, leasing, or occupancy is given to persons of the same religion, unless membership in the religion is restricted on account of race, color, or national origin,
    2. The rental or leasing of a housing accommodation in a building which contains housing accommodations for not more than two families living independently of each other, if the owner or member of the owner's family reside in one of the accommodations,
    3. The rental or leasing of a housing accommodation in a building which contains housing accommodations for not more than four families living independently of each other, if the owner resident in one of the housing accommodations for which the owner qualifies for the homestead tax credit under Iowa Code § 425.1,

Deleted: gender identity,

Deleted: gender identity,

Deleted: gender identity,

Deleted: gender identity,

4. The rental or leasing of less than six rooms within a single housing accommodation by the occupant or owner of such housing accommodation, if the occupant or owner or members of that person's family reside there,
5. Restrictions based on sex on the rental or leasing of housing accommodations by nonprofit corporation,
6. The rental or leasing of a housing accommodation within which residents of both sexes must share a common bathroom facility on the same floor, of the building;

F. The provisions of this section relating to "familial status" shall not apply to housing for older persons, as defined in CBMC 1.40.030 definition Respondent;

G. Nothing in this chapter limits the applicability of any reasonable local, state or federal restriction on the maximum number of occupants permitted to occupy a dwelling.

(Ord. 5975 § 1, 2008)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.110 Unfair Credit Practices

A. It is an unfair or discriminatory practice for any:
1. Creditor to refuse to enter into a consumer credit transaction or impose finance charges or other terms or conditions more onerous than those regularly extended by that creditor to consumers of similar economic backgrounds, because of age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, physical disability or familial status;
2. Person authorized or licensed to do business in this state pursuant to Iowa Code Chapters 524, 533, 536, or 536A, to refuse to loan or extend credit or to impose terms or conditions more onerous than those regularly extended to individuals of similar economic backgrounds, because of age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, or physical disability;
3. Creditor to refuse to offer credit, life or health and accident insurance because of color, creed, national origin, race, religion, marital status, age, physical disability or sex, sexual orientation, or familial status. Refusal by a creditor to offer credit, life or health accident insurance based upon the age or physical disability of the consumer shall not be an unfair or discriminatory practice if such denial is based solely upon bona fide underwriting considerations not prohibited by Title XIII, subtitle 1.

B. The provisions of this section shall not be construed by negative implication or otherwise to narrow or restrict any other provisions of this chapter.

(Ord. 5976 § 1, 2008)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.120 Unfair Or Discriminatory Practices - Education

A. It is an unfair or discriminatory practice for any educational institution to discriminate on the basis of race, creed, color, sex, sexual orientation, national origin, religion, or disability in any program or activity. Such discriminatory practices shall include but not be limited to the following practices:
1. Exclusion of a person or persons from participation in, denial of the benefits of, or subjection to discrimination in any academic, extracurricular, research, occupational training, or other program or activity except athletic programs;
2. Denial of comparable opportunity in intramural and interscholastic athletic programs;

Deleted: gender identity,

Deleted: gender identity

Deleted: gender identity

Deleted: gender identity,

Deleted: :

3. Discrimination among persons in employment and the conditions of employment;
4. On the basis of sex, the application of any rule concerning the actual or potential parental, family, or marital status of a person, or the exclusion of any person from any program or activity or employment because of pregnancy or related conditions dependent upon the physician's diagnosis and certification.

B. For the purpose of this section, "educational institution" includes any preschool, elementary or secondary school, community college, area education agency, or postsecondary college or university and their governing boards. This section does not prohibit an educational institution from maintaining separate toilet facilities, locker rooms, or living facilities for the different sexes so long as comparable facilities are provided. Nothing in this section shall be construed as prohibiting any bona fide religious institution from imposing qualifications based on religion or sexual orientation when such qualifications are related to a bona fide religious purpose or any institution from admitting students of only one sex.

Deleted: ,

Deleted: , or gender identity

(Ord. 5655 § 1 (part), 2001)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.150 Complaint Procedures.

A. An individual claiming to be aggrieved by a discriminatory practice, his or her agent, the director of the commission, the city attorney or a nonprofit organization with a purpose of combating discrimination, may file a written complaint stating that a discriminatory practice has been committed, setting forth the facts upon which the complaint is based, and setting forth facts sufficient to identify the person charged, who shall hereinafter be referred to as the respondent. The allegations of discriminatory practice set forth in the complaint shall be promptly reviewed by staff, and a copy shall be sent by certified mail to the respondent. The complaint must be made within one hundred eighty (180) days after the alleged discriminatory practice occurs.

B. The commission shall notify any person filing a complaint that the complaint may instead be filed with the Iowa Office of Civil Rights.

C. Any complaint accepted by the commission in which a party is a political subdivision shall be referred to the Iowa Office of Civil Rights for processing.

D. It is recommended that all parties consider entering into no-fault mediation prior to a full investigation of the complaint.

E. The director may administratively close a case for failure to cooperate with the commission or its representatives.

F. A complainant may request an administrative release/right-to-sue after their complaint has been on file for more than sixty (60) days. Once a right-to-sue has been issued, the complaint will be closed, and the complainant will have ninety (90) days to commence an action in Iowa District Court.

G. If it is determined, after investigation, that no probable cause exists for such complaint, the commission shall notify the complainant and respondent of such determination, and the case shall be closed with the commission.

H. If it is determined, after investigation, that probable cause does exist for crediting the allegations of the complaint, the commission's staff shall promptly proceed with conciliation.

I. Legal department staff shall notify the Iowa Office of Civil Rights whenever a finding of probable cause or no probable cause has been made with respect to any case within their jurisdiction or whenever such case is otherwise closed.

Deleted: Iowa Civil Rights Commission

J. The complaint may be amended at any time prior to the scheduling of the complaint for a public hearing and, thereafter, only upon the consent of the person or persons conducting the hearing. Such leave shall be freely given when justice so requires.

K. Legal department staff shall notify the Iowa Office of Civil Rights of all complaints filed within five working days of the filing of the complaint.

L. Within 300 days after the filing of a complaint alleging a violation of Iowa Code Chapter 216, the commission shall notify all parties of their right to request direct transfer of the complaint to the Iowa Office of Civil Rights after 12 months if the complaint has not been resolved. The commission shall notify the Iowa Office of Civil Rights when such notice is provided.

M. Complaints alleging violations of state civil rights law may be cross-filed with the Iowa Office of Civil Rights.

(Ord. 5910 § 1, 2007)

1.40.160 Conciliation

A. Prior to a finding of probable cause, the person investigating the complaint may enter into the conciliation process with the respondent at the respondent's request where the investigation has been sufficient for the investigator to determine adequate remedies for the alleged discrimination.

B. After a finding of probable cause, the respondent shall be promptly notified, in writing, of the finding and shall be informed of his or her right to conciliate. The notification shall further contain a suggested place, date and time for the conciliation meeting.

C. Where the conciliation results in an agreement between the respondent and the commission, the agreement shall be in writing and signed by the respondent or his or her representatives and by the director of the commission. The director shall consult with the complainant prior to signing the agreement, and should the complainant object to the agreement, the agreement must be presented to the commission for its approval before the agreement may be signed. The complainant shall be given an opportunity to state the reasons for dissatisfaction to the commission.

D. If, after attempts to conciliate, the person directed to conciliate finds that conciliation efforts have failed, such failure shall be reported, in writing, to the commission. If the commission determines the charge to be well founded, it will promptly schedule the matter for public hearing. If the commission determines the charge not to be well founded, it shall declare the case closed and shall so notify the Iowa Office of Civil Rights of the failure of conciliation efforts and of the action taken.

(Ord. 5655 § 1 (part), 2001)

1.40.170 Public Hearing

A. After the commission has voted to take a complaint to a public hearing, the commission shall serve on the respondent by certified mail a written notice, together with a copy of the complaint as it may have been amended, requiring the respondent to answer, in writing, the allegations of the complaint at a hearing before one or more members of the commission or a hearing officer at a time and place specified in the notice. A copy of the notice shall be furnished to the complainant, the Iowa Office of Civil Rights, and such other public officers and such other persons as the commission deems proper.

B. The notice shall include:
   1. A statement of the time, place and nature of the hearing;
   2. A statement of legal authority and jurisdiction under which the hearing is to be held;
   3. A reference to the particular sections of the ordinance and rules involved;

Deleted: Iowa Civil Rights Commission

Deleted: Iowa Civil Rights Commission

Deleted: Iowa Civil Rights Commission

4. A short and plain statement of the matters asserted. If the commission is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved.

C. The hearing will be conducted by any member of the commission or a panel of commission members not to exceed three members elected by vote of the commission or by any person selected as a hearing officer by majority vote of those members eligible to take part in the conducting of the hearing, pursuant to paragraph D of this section.

D. No person shall take part in the conducting of the hearing who has any personal interest in its outcome or who has taken part in the investigation of the complaint. No commissioner who would be disqualified under the above criteria shall take part in any vote or discussion by the commission respecting the complaint.

E. If a party fails to appear in a contested case proceeding after a proper service of notice, the person(s) conducting the hearing may proceed and make a decision in the absence of the party.

F. Opportunity shall be afforded all parties to respond and present evidence and arguments on all issues involved and to be represented by legal counsel at their own expense. The case for the commission may be presented by any member of the commission's staff or by an attorney from the city attorney's office. The hearing need not be bound by strict rules of evidence, but the admission of evidence should be based upon sound discretion.

G. The record in a case shall include:
   1. All pleadings, motions and intermediate rulings;
   2. All evidence received or considered and all other submissions;
   3. A statement of all matters officially noticed;
   4. All questions and offers of proof, objections and rulings thereon;
   5. All proposed findings and exceptions.

H. Oral proceedings shall be open to the public and shall be recorded either by mechanized means or by a certified shorthand reporter. Oral proceedings or any part thereof shall be transcribed at the request of any party, with the expense of transcription charged to the requesting party. The recording or stenographic notes of oral proceedings or the transcription hereof shall be filed and maintained by the commission for at least five years from the date of the decision. Notice of public hearing shall be disseminated among local news media at least five days prior to the date of the hearing.

I. Findings of fact shall be based solely upon the evidence in the record and on matters officially noticed in the record.

J. The person(s) conducting the hearing will make written findings of fact and will state, in writing, their determination as to whether or not the respondent discriminated against the complainant, and their recommended disposition, including remedies provided under CBMC 1.40.060 Paragraph I.

K. The commission shall vote as to whether to adopt, modify or overrule the written findings and proposed remedies. Thereupon the commission shall issue a ruling, either incorporating the proposed findings and remedies as its own, stating the commission's decision, including separate findings in remedy. Decisions shall be sent by certified mail to the parties of record for the purposes of CBMC 1.40.180; the date of filing shall be considered the date of the commission's decision.

(Ord. 5655 § 1 (part), 2001)

1.40.200 City Employment

In an effort to develop and maintain fair employment practices within city government, pursuant to federal and state equal opportunity laws, the commission shall advise the mayor and city council of personnel practices implemented by the city, including recruitment, selection and general work conditions. In the event it is alleged that the city is in violation of applicable federal or state equal opportunity laws, the

allegation shall be received and processed by the state of Jowa Office of Civil Rights. Upon notification that a discrimination complaint has been filed with the Jowa Office of Civil Rights identifying the city as the respondent, the city shall notify the commission within ten (10) calendar days of receipt of the discrimination complaint. Upon receiving notice of a discrimination complaint identifying the city as a respondent, the commission shall investigate the complaint and report its findings, including suggested remedies, to the mayor and city council within thirty (30) calendar days or within the time limits prescribed by the state of Jowa Office of Civil Rights.

(Ord. 5655 § 1 (part), 2001)

Deleted: Iowa Civil Rights Commission

Deleted: Iowa Civil Rights Commission

Deleted: Iowa Civil Rights Commission

ORDINANCE NO. 6692

AN ORDINANCE TO AMEND CHAPTER 1.40 COUNCIL BLUFFS CIVIL RIGHTS COMMISSION OF THE 2025 COUNCIL BLUFFS MUNICIPAL CODE BY AMENDING SECTIONS 1.40.010 "PURPOSES", 1.40.020 "CONSTRUCTION", 1.40.030 "DEFINITIONS-CIVIL RIGHTS COMMISSION", 1.40.040 "ESTABLISHMENT, MEMBERSHIP AND ORGANIZATION", 1.40.060 "POWERS AND DUTIES"; 1.40.070 "PUBLIC MEETINGS, RECORDS AND CONFIDENTIALITY", 1.40.080 "UNFAIR EMPLOYMENT PRACTICES", 1.40.090 "UNFAIR PRACTICES-ACCOMMODATIONS OR SERVICES", 1.40.100 "UNFAIR OR DISCRIMINATORY PRACTICES-HOUSING", 1.40.110 "UNFAIR CREDIT PRACTICES", 1.40.120 "UNFAIR OR DISCRIMINATORY PRACTICES – EDUCATION", 1.40.150 "COMPLAINT PROCEDURES", 1.40.160 "CONCILIATION", 1.40.170 "PUBLIC HEARING" AND 1.40.200 "CITY EMPLOYMENT".

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

SECTION 1. That Chapter 1.40 Council Bluffs Civil Rights Commission of the 2025 Council Bluffs Municipal Code be and the same is hereby amended by amending Sections below to read as follows:

1.40.010 Purposes

The purposes of the city in enacting this chapter are:

A. To secure for all individuals within the city, freedom from discrimination because of race, color, religion, creed, sex, sexual orientation, national origin, age or mental or physical disability in connection with employment, public accommodations, housing and credit; and thereby to protect the personal dignity of these individuals, to ensure their full productive capacities, to preserve the public safety, health and general welfare, and to promote the interest, rights and privileges of individual citizens within the city;
B. To provide for the execution within the city of policies embodied in the Iowa Civil Rights Act of 1965 and in the Federal Civil Rights Act, and to promote cooperation between the city and the state and federal agencies enforcing those acts;
C. To provide, at the local level, a civil rights commission dedicated to the following: effective enforcement of this chapter; service as a source of information to employers, laborers, businessmen, employees, tenants and other citizens relative to various civil rights legislation and regulations; and active assistance to prevent and eliminate the effects of discriminatory acts and practices.

(Ord. 5970 § 1, 2008)

1.40.020 Construction

This chapter shall be construed broadly to effectuate its purposes. However, this chapter shall not establish categories of discriminatory practice which are broader than those contained in Iowa Code Chapter 216, as amended.

(Ord. 5655 § 1 (part), 2001)

1.40.030 Definitions - Civil Rights Commission

For the purposes of this chapter, the following words, terms and phrases are defined as follows:

Affirmative action: A plan whereby a set of specific result-oriented procedures are established and to which a "person" commits himself or herself to apply every good faith effort to achieve. The objective of those procedures is to ensure equal opportunity in public and private employment, housing, public accommodation, credit transactions and city contracts.

Bona fide occupational qualification (BFOQ): A job-related requirement which bears a demonstrable relationship to the successful performance of the job for which it is used.

Commission: The civil rights commission created by this chapter.

Commissioner: A member of the local civil rights commission.

Complainant: Any person filing a complaint with the commission.

Contract: Any agreement that is awarded, let, procured or entered into with, or on behalf of, the city or any awarding authority thereof.

Contracting authority: Any city department, agency, commission, board or any authorized employee, including any purchasing agent of the city, who makes or enters into any contract agreement for the provision of any goods or services of any kind or nature whatsoever for and on behalf of the city.

Court: The district court in and for the judicial district of the state of Iowa in which the alleged unfair or discriminatory practice occurred, or any judge of the court if the court is not in session at the time.

Director: The city attorney or his or her designee.

Disability: The physical or mental condition of a person which constitutes a substantial disability, and the condition of a person with a positive human immunodeficiency virus test result, a diagnosis of acquired immune deficiency syndrome, a diagnosis of acquired immune deficiency syndrome-related complex, or any other condition related to acquired immune deficiency syndrome. The inclusion of a condition related to a positive human immunodeficiency virus test result in the meaning of "disability" under the provisions of this chapter does not preclude the application of the provisions of this chapter to conditions resulting from other contagious or infectious diseases. "Disability" does not include current, illegal use of or addiction to a controlled substance.

Employee: Any person employed by an employer.

Employer: The city of Council Bluffs or any board, commission or department thereof, and every other person or entity employing employees within the state of Iowa.

Employment agency: Any person undertaking to procure employees or opportunities to work for any other person or any person holding itself to be equipped to do so.

Familial status: One or more individuals under the age of eighteen (18) domiciled with one of the following:

A. A parent or another person having legal custody of the individual or individuals.
B. The designee of the parent or other person having custody of the individual or individuals, with the written permission of the parent or other person.
C. A person who is pregnant or is in the process of securing legal custody of the individual or individuals.
D. A person who is pregnant or who is in the process of securing legal custody of an individual who has not attained the age of eighteen (18) years.

Housing for older persons: Any of the following:

A. Housing intended and operated for ninety (90) percent occupancy by at least one person fifty-five (55) years of age or older per unit, and providing significant facilities specifically designed to meet the physical or social needs of such person.
B. Housing intended for and occupied solely by persons sixty-two (62) years of age or older.
C. Housing provided under any state or federal program specifically designated and operated to assist elderly persons (as defined in the state or federal program).

Individual: Any natural person.

Labor organization: Any organization that exists for the purpose, in whole or in part, of collective bargaining, of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection in connection with employment.

Person: One or more individuals, partnerships associates, corporations, legal representatives, trustees, receivers, employees or agents, and the city and all of this boards and commissions.

Public accommodation: each and every place, establishment, or facility of whatever kind, nature, or class that caters or offers services, facilities, or goods for a fee or charge to nonmembers of any organization or association utilizing the place, establishment, or facility, provided that any place, establishment, or facility that caters or offers services, facilities, or goods to the nonmembers gratuitously shall be deemed a public accommodation if the accommodation receives governmental support or subsidy.

A. Public accommodation" does not mean any bona fide private club or other place, establishment, or facility which by its nature is distinctly private, except when a distinctly private place, establishment or facility caters or offers services, facilities,

or goods to nonmembers for a fee or charge, or gratuitously, it shall be deemed a public accommodation during such period of use.

B. "Public accommodation" includes each state and local government unit or tax-supported district of whatever kind, nature or class that offers services, facilities, benefits, grants, or goods to the public, gratuitously or otherwise. This definition shall not be construed by negative implication or otherwise to restrict any part or portion of the pre-existing definition of the term "public accommodation."

Referral: The process by which the Iowa Office of Civil Rights notifies the local commission that a complainant has been filed with the state commission, and that the same is postponing its investigative activities for a period of sixty (60) days while the local commission investigates and attempts to resolve the matter.

Respondent: That person against whom a complaint has been filed with the commission.

Retaliation: Any act directed at a complainant or other person with the intent of affecting that person unfavorably because of his or her formal or informal efforts to secure or aid in securing compliance with this chapter.

Sexual orientation: Actual or perceived heterosexuality, homosexuality, or bisexuality."

Unfair practice or discriminatory practice: Those practices specified as unfair or discriminatory in this chapter or Chapter 216 of the Iowa Code.

(Ord. 5971 § 1, 2008)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.040 Establishment, Membership And Organization

There is established the Council Bluffs civil rights commission. The commission shall consist of nine members. Commissioners shall be appointed by the mayor, subject to approval by the city council, for a term of two years, with terms expiring on August 1st. In the event of vacancies, special appointments to the commission shall be made by the mayor, subject to approval by the city council. The commission shall elect its own chairperson and such other officers as the commission may deem necessary. All members of the commission shall be residents of the city and shall be broadly representative of the geographical areas of the community. Any member of the commission may, for cause, be removed from office by the mayor, subject to approval of the city council. Missing three or more regular meetings in a calendar year shall be deemed cause, and may result in a commissioner's removal from office. Members shall serve without compensation. A quorum shall consist of five members of the commission. All acts of the commission shall require a majority vote, unless otherwise required by Robert's Rules of Order.

(Ord. 5959 § 1, 2007)

1.40.060 Powers And Duties

The commission shall have the following powers and duties:

A. To investigate and study the existence, character, causes and extent of discrimination in public accommodations, employment, apprenticeship programs, on-the-job training programs, vocational schools, extension of credit, real estate, financial transactions and housing in the city, and to attempt the elimination of such discrimination by education and conciliation;
B. To advise and consult with the mayor and city council on all matters involving racial, religious, ethnic, or handicapped prejudice or discrimination in the above-listed areas;
C. To report to the mayor and city council relative to the actions taken by the commission as requested by the city council or initiated by the commission;
D. To invite and enlist the cooperation of racial, religious and ethnic groups, community organizations, labor and business organizations, fraternal and benevolent societies, veterans' organizations, professional and technical organizations, and other groups in the city in order to carry on the work of the commission. The commission may also aid in the formation of local community groups in such neighborhoods as it may deem necessary or desirable to carry out specific programs designed to lessen tensions or to improve understanding in the community;
E. To conduct fact-finding conferences to seek settlements between the charging party and respondent prior to a formal investigation, yet subsequent to the timely filing of a charge of discrimination;
F. To receive, investigate, and finally determine the merits of complaints alleging unfair or discriminatory practices;
G. By written notice, to request the presence of any person having possession of material or real evidence for the purpose of investigating a complaint of discrimination. The written request shall be by certified mail, return receipt requested. When a person fails to provide the requested information, the commission, or its agent, may petition the district court having jurisdiction for the issuance of a subpoena for the person to so appear, and the court shall in a proper case issue such subpoena;
H. To hold hearings upon any complaint made against a person, an employer, an employment agency or labor organization, or the employees or members thereof, to administer oaths and take the testimony of any person under oath, and to compel such persons, employer, employment agency or labor organization, or employees or members thereof, to produce for examination any books and papers relating to any matter involved in such complaint. Such hearings may be held by the commission, by any commissioner or by any hearing officer appointed by the commission;

I. To take the necessary remedial action, as to the judgment of the commission, to carry out the purposes of this chapter. For purposes of this paragraph and pursuant to the provisions of this chapter, "remedial action" includes, but is not limited to, the following:
    1. Hiring, reinstatement or upgrading,
    2. Admission or restoration of individuals to programs and admission to a public accommodation or an educational institution,
    3. Sale, exchange, lease, rental, assignment or sublease of real property to an individual,
    4. Payment to the complainant of damages for an injury caused by the discriminatory or unfair practice, which damages shall include, but are not limited to, actual damages, court costs, and reasonable attorney fees, and the issuance of an order requiring the respondent to cease and desist from said practice,
    5. Reporting as to the manner of compliance,
    6. Posting notices in conspicuous places in the respondent's place of business in a form prescribed by the commission and inclusive of notices in advertising material,
    7. In addition to the remedies provided in the preceding provisions of this paragraph, the commission may issue an order requiring the respondent to cease and desist from the discriminatory or unfair practice and to take such affirmative action as, in the judgment of the commission, will carry out the purposes of this section,
    8. The terms of a conciliation agreement reached with the respondent may require him or her to refrain in the future from committing discriminatory or unfair practices of the type stated in the agreement; to take remedial action as in the judgment of the commission, will carry out the purposes of this chapter; and a consent to the entry in an appropriate district court of a consent decree embodying the terms of the conciliation agreement. Violation of such a consent decree may be punished as contempt by the court upon showing by the commission of the violation at any time within six months of its occurrence. In all cases where a conciliation agreement is entered into, the commission shall issue an order stating its terms and furnish a copy of the order to the complainant, respondent, and such other person(s) as the commission deems proper. At any time, in its discretion, the commission may investigate whether the terms of the agreement are being complied with by the respondent;

J. To seek a temporary injunction against the respondent when it appears that a complainant may suffer irreparable injury as a result of alleged violations of this chapter;

K. To issue such publications and reports of investigations and research as in the judgment of the commission shall tend to promote goodwill among the various racial, religious, ethnic and other groups within the city, and which shall tend to minimize or eliminate discrimination in public accommodations, employment, apprenticeships and on-the-job training programs, vocational schools, housing, or

credit because of race, creed, color, sex, sexual orientation, national origin, disability or age;

L. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, and in the planning and conducting of programs designed to eliminate discrimination;

M. To hold regularly scheduled meetings at the call of the chairperson of the commission or when requested by a majority of the members of the commission. The meetings of the commission shall be held at the city hall building in Council Bluffs, Iowa. The city attorney or his or her designee shall provide the commission with such staff as is deemed necessary to carry out the duties and responsibilities of the commission. The mayor or his or her designee shall designate the city fund from which the necessary expenses of the commission shall be paid;

N. To enter into contracts with the federal and state civil rights agencies which would further the purposes of this chapter and seek from the federal equal employment opportunity commission and the federal and state civil rights commission the designation as a deferral agency, which shall have legal precedence in all other cases in its jurisdiction, except where otherwise agreed, or where a complainant requested in written form that the deferral agency not be notified;

O. To establish and administer a positive affirmative action plan for the city, and administer any fair housing programs as are necessitated by federal and state regulations;

P. To assist all city contracting authorities in preparing equal employment opportunity and anti-discrimination provisions for contract specifications and advise them as to the compliance records of prospective contractors;

Q. To require that all contracts entered into on behalf of the city, and all subcontractors thereon for which the consideration is in excess of fifty thousand dollars ($50,000.00) shall contain a nondiscrimination clause barring discrimination in employment, and shall require that the public notices contain the provisions set forth therein;

R. To require that all city agencies, boards and commissions forward to the agency all equal employment opportunity documents for review and evaluation prior to their submission thereof to any state or federal agency; and

S. To provide complaints or information to the Iowa Office of Civil Rights to assist with cross-filing or comply with state law.

(Ord. 5972 § 1, 2008)

1.40.070 Public Meetings, Records And Confidentiality

1. All meetings of the commission shall be held in compliance with Iowa Code Chapter 21 regarding open meetings, except that the commission shall hold a closed session for consideration of any complaint of discrimination of a report concerning investigation or conciliation of a complaint, as provided in this chapter.
2. The disclosure of information, whether a charge has been filed or not, or revealing the contents of any file is prohibited except in the following circumstances:

1. If a final decision has been reached, a party or a party's attorney may, upon showing that a petition appealing the commission action has been filed, have access to the commission's case file on that complaint.
2. If a case has been approved for public hearing, and the letter informing parties of this fact has been mailed, any party or party's attorney may have access to file information through prehearing discovery measures set out in Iowa Code Chapter 17A.
3. If a decision rendered by the commission in a contested case has been appealed, any party or party's attorney may, upon showing that the decision has been appealed, have access to the commission's case file on that complaint.

The fact that copies of documents related to or gathered during an investigation of a complaint are introduced as evidence during the course of a contested case proceeding does not affect the confidential status of all other documents in the file that are not introduced as evidence.

Nothing in this section prohibits disclosures required by Iowa Code Section 216.19 or communications with the Iowa Office of Civil Rights required under state law.

(Ord. 5655 § 1 (part), 2001)

1.40.080 Unfair Employment Practices

A. It shall be unfair or discriminatory practice for any:
    1. Person to refuse to hire, accept, register, classify or refer for employment, to discharge any employee, or to otherwise discriminate in employment against any applicant for employment or any employee because of the age, race, creed, color, sex, sexual orientation, national origin, religion or disability of such applicant or employee, unless based upon the nature of the occupation. If a person with a disability is qualified to perform a particular occupation, by reason of training or experience, the nature of that occupation shall not be the basis for exception to the unfair or discriminatory practices prohibited by this subsection;
    2. Labor organization or the employees, agents or members thereof to refuse to admit to membership any applicant, to expel any member, or to otherwise discriminate against any applicant for membership or any member in the privileges, rights or benefits of such membership because of age, race, creed, color, sex, sexual orientation, national origin, religion or disability of such applicant or member;
    3. Employer, employment agency, labor organization, or the employees, agents, or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals of any particular age, race, creed, color, sex, sexual orientation, national origin, religion or disability are unwelcome, objectionable, not acceptable or not solicited for employment or membership unless based on the nature of the occupation.

1. If a person with a disability is qualified to perform a particular occupation by reason of training or experience, the nature of that occupation shall not be the basis for exception to the unfair or discriminatory practices prohibited by this subsection.
2. An employer, employment agency or their employees, servants or agents may offer employment or advertise for employment to only persons with disabilities, when other applicants have available to them other employment compatible with their ability which would not be available to persons with disabilities because of their disabilities. Any such employment or offer of employment shall not discriminate among persons with disabilities on the basis of race, color, creed, sex, sexual orientation, or national origin.

4. Person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus or to affect the terms, conditions, or privileges of employment or terminate the employment of any employee solely as a result of the employee obtaining a test for the presence of the antibody to the human immunodeficiency virus. An agreement between an employer, employment agency, labor organization, or their employees, agents, or members and an employee or prospective employee concerning employment, pay, or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus, is prohibited. The prohibitions of this paragraph do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States depart of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other persons in a specific occupation.

B. Employment policies relating to pregnancy and childbirth shall be governed by the following:
1. A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this chapter.
2. Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement, and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to the employee's pregnancy or giving birth, on the same terms and conditions as they are applied to other temporary disabilities.

3. Disabilities caused or contributed to by legal abortion and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any temporary disability or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement, and payment under any temporary disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to legal abortion on the same terms and conditions as they are applied to other temporary disabilities. The employer may elect to exclude health insurance coverage for abortion from a plan provided by the employer, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion.
4. An employer shall not terminate the employment of a person disabled by pregnancy because of the employee's pregnancy.
5. Where a leave is not available or a sufficient leave is not available under any health or temporary disability insurance or sick leave plan available in connection with employment, the employer of the pregnant employee shall not refuse to grant to the employee who is disabled by the pregnancy a leave of absence if the leave of absence is for the period that the employee is disabled because of the employee's pregnancy, childbirth, or related medical conditions, or for eight weeks, whichever is less. However, the employee must provide timely notice of the period of leave requested and the employer must approve any change in the period requested before the change is effective. Before granting the leave of absence, the employer may require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the duties of employment.

C. This section shall not apply to:
1. Any employer who regularly employs less than four individuals. For the purpose of this paragraph, individuals who are members of the employer's family shall not be counted as employees;
2. The employment of individuals for work within the home of the employer, if the employer or a member of his or her family reside therein during such employment;
3. The employment of individuals to render personal service to the person of the employer or members of his or her family;
4. Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based upon religion or sexual orientation when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution, shall be presumed to be a bona fide occupational qualification;

5. This section shall not prohibit discrimination on the basis of age if the person subject to the discrimination is under the age of eighteen (18) years, unless the person is considered by law to be an adult;
6. This section shall not apply to age discrimination in a bona fide apprenticeship employment program if the employee is over forty-five (45) years of age;
7. After a handicapped individual is employed, the employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this section as a part of such agreement.

(Ord. 5973 § 1, 2008)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.090 Unfair Practices - Accommodations Or Services

A. It is an unfair or discriminatory practice for any owner, lessee, sublessee, proprietor, manager or superintendent of any public accommodation or agent or employee thereof:
    1. To refuse or deny any individual because of race, creed, color, sex, sexual orientation, national origin, religion or disability, the accommodations, advantages, facilities, services or privileges thereof, or otherwise to discriminate against any individual because of race, creed, color, sex, sexual orientation, national origin, religion or disability in the furnishing of such accommodations, advantages, facilities, services or privileges;
    2. To directly or indirectly advertise or in any other manner indicate or publicize that the patronage of individuals of any particular race, creed, color, sex, sexual orientation, national origin, religion or disability is unwelcome, objectionable, not acceptable, or not solicited.
B. This section shall not apply to:
    1. Any bona fide religious institution with respect to any qualifications the institution may impose based upon religion, when such qualifications are related to a bona fide religious purpose.
    2. The rental or leasing to transient individuals of less than six rooms within a single housing accommodation by the occupant or owner of such housing accommodation if the occupant or owner or members of his or her family reside therein.

(Ord. 5974 § 1, 2008)

1.40.100 Unfair Or Discriminatory Practices - Housing

It is an unfair or discriminatory practice for any person, owner, or person acting for an owner, of rights to housing or rental property, with or without compensation, including but not limited to persons licensed as real estate brokers or salespersons, attorneys,

auctioneers, agents or representative by power of attorney or appointment, or any person acting under court order, deed or trust, or will:

A. To refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion or interest therein to any individual because of the race, creed, color, sex, sexual orientation, national origin, religion, disability, or familial status of such individual;
B. To discriminate against any individual because of his or her race, color, creed, sex, sexual orientation, religion, national origin, disability, or familial status in the terms, conditions, and privileges of the sale, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation;
C. To directly or indirectly advertise, or in any other manner indicate or publicize, that the purchase, rental, lease, assignment or sublease of any real property or housing accommodations or any part, portion or interest therein by individuals of any particular race, color, creed, sex, sexual orientation, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable or not solicited;
D. To discriminate against the lessee or purchaser of any real property or housing accommodation, or part, portion or interest in real property or housing accommodation, or against any prospective lessee or purchaser of the property for accommodation, because of the race, color, creed, religion, sex, sexual orientation, disability, or familial status, age or national origin of individuals who may, from time to time, be present in or on the lessee's or owner's premises for lawful purposes at the invitation of the lessee or owner as friends, guests, visitors, relatives or in any similar capacity;
E. The provisions of paragraphs A through B of this section shall not apply to the following:
    1. The rental, leasing or occupancy of dwellings owned or operated by a religious organization, association, or society, or any nonprofit institution operated, supervised, or controlled by a religious organization, association or society, where preference in rental, leasing, or occupancy is given to persons of the same religion, unless membership in the religion is restricted on account of race, color, or national origin,
    2. The rental or leasing of a housing accommodation in a building which contains housing accommodations for not more than two families living independently of each other, if the owner or member of the owner's family reside in one of the accommodations,
    3. The rental or leasing of a housing accommodation in a building which contains housing accommodations for not more than four families living independently of each other, if the owner resident in one of the housing accommodations for which the owner qualifies for the homestead tax credit under Iowa Code § 425.1,

4. The rental or leasing of less than six rooms within a single housing accommodation by the occupant or owner of such housing accommodation, if the occupant or owner or members of that person's family reside there,
5. Restrictions based on sex on the rental or leasing of housing accommodations by nonprofit corporation,
6. The rental or leasing of a housing accommodation within which residents of both sexes must share a common bathroom facility on the same floor, of the building;

F. The provisions of this section relating to "familial status" shall not apply to housing for older persons, as defined in CBMC 1.40.030 definition Respondent;

G. Nothing in this chapter limits the applicability of any reasonable local, state or federal restriction on the maximum number of occupants permitted to occupy a dwelling.

(Ord. 5975 § 1, 2008)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.110 Unfair Credit Practices

A. It is an unfair or discriminatory practice for any:
   1. Creditor to refuse to enter into a consumer credit transaction or impose finance charges or other terms or conditions more onerous than those regularly extended by that creditor to consumers of similar economic backgrounds, because of age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, physical disability or familial status;
   2. Person authorized or licensed to do business in this state pursuant to Iowa Code Chapters 524, 533, 536, or 536A, to refuse to loan or extend credit or to impose terms or conditions more onerous than those regularly extended to individuals of similar economic backgrounds, because of age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, or physical disability;
   3. Creditor to refuse to offer credit, life or health and accident insurance because of color, creed, national origin, race, religion, marital status, age, physical disability or sex, sexual orientation, or familial status. Refusal by a creditor to offer credit, life or health accident insurance based upon the age or physical disability of the consumer shall not be an unfair or discriminatory practice if such denial is based solely upon bona fide underwriting considerations not prohibited by Title XIII, subtitle 1.

B. The provisions of this section shall not be construed by negative implication or otherwise to narrow or restrict any other provisions of this chapter.

(Ord. 5976 § 1, 2008)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.120 Unfair Or Discriminatory Practices - Education

A. It is an unfair or discriminatory practice for any educational institution to discriminate on the basis of race, creed, color, sex, sexual orientation, national origin, religion, or disability in any program or activity. Such discriminatory practices shall include but not be limited to the following practices:
    1. Exclusion of a person or persons from participation in, denial of the benefits of, or subjection to discrimination in any academic, extracurricular, research, occupational training, or other program or activity except athletic programs;
    2. Denial of comparable opportunity in intramural and interscholastic athletic programs;
    3. Discrimination among persons in employment and the conditions of employment;
    4. On the basis of sex, the application of any rule concerning the actual or potential parental, family, or marital status of a person, or the exclusion of any person from any program or activity or employment because of pregnancy or related conditions dependent upon the physician's diagnosis and certification.

B. For the purpose of this section, “educational institution” includes any preschool, elementary or secondary school, community college, area education agency, or postsecondary college or university and their governing boards. This section does not prohibit an educational institution from maintaining separate toilet facilities, locker rooms, or living facilities for the different sexes so long as comparable facilities are provided. Nothing in this section shall be construed as prohibiting any bona fide religious institution from imposing qualifications based on religion or sexual orientation when such qualifications are related to a bona fide religious purpose or any institution from admitting students of only one sex.

(Ord. 5655 § 1 (part), 2001)

HISTORY
Amended by Ord. 6475 on 12/13/2021

1.40.150 Complaint Procedures.

A. An individual claiming to be aggrieved by a discriminatory practice, his or her agent, the director of the commission, the city attorney or a nonprofit organization with a purpose of combating discrimination, may file a written complaint stating that

a discriminatory practice has been committed, setting forth the facts upon which the complaint is based, and setting forth facts sufficient to identify the person charged, who shall hereinafter be referred to as the respondent. The allegations of discriminatory practice set forth in the complaint shall be promptly reviewed by staff, and a copy shall be sent by certified mail to the respondent. The complaint must be made within one hundred eighty (180) days after the alleged discriminatory practice occurs.

B. The commission shall notify any person filing a complaint that the complaint may instead be filed with the Iowa Office of Civil Rights.
C. Any complaint accepted by the commission in which a party is a political subdivision shall be referred to the Iowa Office of Civil Rights for processing.
D. It is recommended that all parties consider entering into no-fault mediation prior to a full investigation of the complaint.
E. The director may administratively close a case for failure to cooperate with the commission or its representatives.
F. A complainant may request an administrative release/right-to-sue after their complaint has been on file for more than sixty (60) days. Once a right-to-sue has been issued, the complaint will be closed, and the complainant will have ninety (90) days to commence an action in Iowa District Court.
G. If it is determined, after investigation, that no probable cause exists for such complaint, the commission shall notify the complainant and respondent of such determination, and the case shall be closed with the commission.
H. If it is determined, after investigation, that probable cause does exist for crediting the allegations of the complaint, the commission's staff shall promptly proceed with conciliation.
I. Legal department staff shall notify the Iowa Office of Civil Rights whenever a finding of probable cause or no probable cause has been made with respect to any case within their jurisdiction or whenever such case is otherwise closed.
J. The complaint may be amended at any time prior to the scheduling of the complaint for a public hearing and, thereafter, only upon the consent of the person or persons conducting the hearing. Such leave shall be freely given when justice so requires.
K. Legal department staff shall notify the Iowa Office of Civil Rights of all complaints filed within five working days of the filing of the complaint.
L. Within 300 days after the filing of a complaint alleging a violation of Iowa Code Chapter 216, the commission shall notify all parties of their right to request direct transfer of the complaint to the Iowa Office of Civil Rights after 12 months if the complaint has not been resolved. The commission shall notify the Iowa Office of Civil Rights when such notice is provided.
M. Complaints alleging violations of state civil rights law may be cross-filed with the Iowa Office of Civil Rights.

(Ord. 5910 § 1, 2007)

1.40.160 Conciliation

A. Prior to a finding of probable cause, the person investigating the complaint may enter into the conciliation process with the respondent at the respondent's request

where the investigation has been sufficient for the investigator to determine adequate remedies for the alleged discrimination.

B. After a finding of probable cause, the respondent shall be promptly notified, in writing, of the finding and shall be informed of his or her right to conciliate. The notification shall further contain a suggested place, date and time for the conciliation meeting.

C. Where the conciliation results in an agreement between the respondent and the commission, the agreement shall be in writing and signed by the respondent or his or her representatives and by the director of the commission. The director shall consult with the complainant prior to signing the agreement, and should the complainant object to the agreement, the agreement must be presented to the commission for its approval before the agreement may be signed. The complainant shall be given an opportunity to state the reasons for dissatisfaction to the commission.

D. If, after attempts to conciliate, the person directed to conciliate finds that conciliation efforts have failed, such failure shall be reported, in writing, to the commission. If the commission determines the charge to be well founded, it will promptly schedule the matter for public hearing. If the commission determines the charge not to be well founded, it shall declare the case closed and shall so notify the Iowa Office of Civil Rights of the failure of conciliation efforts and of the action taken.

(Ord. 5655 § 1 (part), 2001)

1.40.170 Public Hearing

A. After the commission has voted to take a complaint to a public hearing, the commission shall serve on the respondent by certified mail a written notice, together with a copy of the complaint as it may have been amended, requiring the respondent to answer, in writing, the allegations of the complaint at a hearing before one or more members of the commission or a hearing officer at a time and place specified in the notice. A copy of the notice shall be furnished to the complainant, the Iowa Office of Civil Rights, and such other public officers and such other persons as the commission deems proper.

B. The notice shall include:
    1. A statement of the time, place and nature of the hearing;
    2. A statement of legal authority and jurisdiction under which the hearing is to be held;
    3. A reference to the particular sections of the ordinance and rules involved;
    4. A short and plain statement of the matters asserted. If the commission is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved.

C. The hearing will be conducted by any member of the commission or a panel of commission members not to exceed three members elected by vote of the commission or by any person selected as a hearing officer by majority vote of those members eligible to take part in the conducting of the hearing, pursuant to paragraph D of this section.

D. No person shall take part in the conducting of the hearing who has any personal interest in its outcome or who has taken part in the investigation of the complaint. No commissioner who would be disqualified under the above criteria shall take part in any vote or discussion by the commission respecting the complaint.

E. If a party fails to appear in a contested case proceeding after a proper service of notice, the person(s) conducting the hearing may proceed and make a decision in the absence of the party.

F. Opportunity shall be afforded all parties to respond and present evidence and arguments on all issues involved and to be represented by legal counsel at their own expense. The case for the commission may be presented by any member of the commission's staff or by an attorney from the city attorney's office. The hearing need not be bound by strict rules of evidence, but the admission of evidence should be based upon sound discretion.

G. The record in a case shall include:
    1. All pleadings, motions and intermediate rulings;
    2. All evidence received or considered and all other submissions;
    3. A statement of all matters officially noticed;
    4. All questions and offers of proof, objections and rulings thereon;
    5. All proposed findings and exceptions.

H. Oral proceedings shall be open to the public and shall be recorded either by mechanized means or by a certified shorthand reporter. Oral proceedings or any part thereof shall be transcribed at the request of any party, with the expense of transcription charged to the requesting party. The recording or stenographic notes of oral proceedings or the transcription hereof shall be filed and maintained by the commission for at least five years from the date of the decision. Notice of public hearing shall be disseminated among local news media at least five days prior to the date of the hearing.

I. Findings of fact shall be based solely upon the evidence in the record and on matters officially noticed in the record.

J. The person(s) conducting the hearing will make written findings of fact and will state, in writing, their determination as to whether or not the respondent discriminated against the complainant, and their recommended disposition, including remedies provided under CBMC 1.40.060 Paragraph I.

K. The commission shall vote as to whether to adopt, modify or overrule the written findings and proposed remedies. Thereupon the commission shall issue a ruling, either incorporating the proposed findings and remedies as its own, stating the commission's decision, including separate findings in remedy. Decisions shall be sent by certified mail to the parties of record for the purposes of CBMC 1.40.180; the date of filing shall be considered the date of the commission's decision.

(Ord. 5655 § 1 (part), 2001)

1.40.200 City Employment

In an effort to develop and maintain fair employment practices within city government, pursuant to federal and state equal opportunity laws, the commission shall advise the mayor and city council of personnel practices implemented by the city, including recruitment, selection and general work conditions. In the event it is alleged that the city is in violation of applicable federal or state equal opportunity laws, the allegation shall be received and processed by the state of Iowa Office of Civil Rights. Upon notification that a discrimination complaint has been filed with the Iowa Office of Civil Rights identifying the city as the respondent, the city shall notify the commission within ten (10) calendar days of receipt of the discrimination complaint. Upon receiving notice of a discrimination complaint identifying the city as a respondent, the commission shall investigate the complaint and report its findings, including suggested remedies, to the mayor and city council within thirty (30) calendar days or within the time limits prescribed by the state of Iowa Office of Civil Rights.

(Ord. 5655 § 1 (part), 2001)

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.

PASSED
AND July 27, 2026.
APPROVED

_____
JILL K. ALMONTE Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: July 13, 2026.
Second Consideration: July 27, 2026.
Public Hearing: n/a
Third Consideration: _____, 2026.

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Ordinance 6676-A (as amended 6-22-26)
Ordinance to amend Chapter 4.20 Animal Control by amending Section 4.20.020 "Definitions-Animal Control"; Section 4.20.030 "Cruel Treatment of Animals Prohibited"; and enacting New Section 4.20.075 to be entitled "Management of Cat Population pursuant to Trap-Neuter-Return; Permitted Acts".

Background/Discussion

After discussion with city staff and consultation with outside experts, the Mayor has determined that the best approach for addressing the city's cat population is to amend the municipal code to allow for implementation of Trap-Neuter-Return (TNR) programs.

A TNR program is a humane and practical strategy for managing free-roaming cat populations. Under this approach, cats are humanely trapped, spayed or neutered, vaccinated as appropriate, and then returned to their original location. Over time, this reduces reproduction, stabilizes colony populations, and can lessen nuisance concerns in affected areas.

The proposed changes allow for the implementation of Trap-Neuter-Return programs without violating the municipal code.

Attached language meant to address some of the council members concerns. It removes any separate class of cat or quasi owner. It leaves the prohibition on harboring stray cats, so you are either the owner or you are violating the code. It also pares back the TNR code section language. In a basic sense, the substitute language would allow TNR programs to happen while not allowing individuals to keep cats with no ownership responsibility.

Staff Recommendation

Attachments

6676-A redline as amended 6-22-26.pdf
6676-A as amended 6-22-26.docx

Prepared by: Jake Schorlemmer
Approved by: Malina Dobson

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 4.20 ANIMAL CONTROL BY AMENDING SECTION 4.20.020 "DEFINITIONS-ANIMAL CONTROL"; SECTION 4.20.030 "CRUEL TREATMENT OF ANIMALS PROHIBITED"; AND ENACTING NEW SECTION 4.20.075 TO BE ENTITLED "MANAGEMENT OF CAT POPULATION PURSUANT TO TRAP-NEUTER-RETURN; PERMITTED ACTS".

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

SECTION 1. That Chapter 4.20 Animal Control is hereby amended by amending Sections listed above and enacting new Section 4.20.075 to be entitled "Management of Cat Population pursuant to Trap-Neuter-Return; Permitted Acts" ~~and by repealing Section 4.20.272 "Stray Cats"~~ to read as follows:

4.20.020 Definitions - Animal Control

For use in this chapter, the following terms shall have the following meanings:

Administrative authority: The director of community development or his/her designee. The chief animal control officer or his/her designee, or anyone else duly authorized by the mayor.

Animal: Every wild, tame or domestic member of the animal kingdom other than the genus and species Homo sapiens.

Animal shelter: The premises and/or building which the mayor or his or her designee may from time to time designate as the location for the impoundment of animals. At large, running at large, or being at large: Any licensed or unlicensed animal found off the premises of its owner and either:

A. Not on a leash;

B. Not restrained within a vehicle so as to prevent it leaving the vehicle; or

C. Not housed in a veterinary hospital or kennel.

Bite: Any puncture, laceration, abrasion, scratch or any other break in the skin of a human, caused by an animal.

Board of review: Shall be an ad hoc board made up of the mayor or his/her designee, the police chief or his/her designee and the fire chief or his/her designee. This board will only meet as needed and will conduct its hearings pursuant to Robert's Rules of Order and in compliance with Iowa's open meeting law.

Cat: Both male and female animals of the feline species, whether neutered or not.

Dangerous animal, per se: The following animals which shall be deemed to be dangerous animals, per se:

Artiodactyla of the family Antilocapridae, which includes pronghorns;

Artiodactyla of the family Cervidae, which includes moose and caribou;

Artiodactyla of the family Suidae and the genus and species Sus scrofa (domestic swine and wild boar), which includes all male and female wild boars;

Bovidae-males only (bulls);

Carnivora of the family Canidae, which includes wolves, foxes, and hybrids, but excludes domestic dogs;

Carnivora of the family Felidae, which includes lions, lynx, bobcats, and hybrids, but excludes domestic cats;

Carnivora of the family Mustelidae, which includes badgers, wolverines, weasels and skunks, except ferrets;

Carnivora of the family Procyonidae, which includes raccoons;

Carnivora of the family Ursidae, which includes bears;

Chelonia of the family Chelydridae (snapping turtles);

Crocodilia which includes crocodiles and alligators;

Chiroptera (bats);

Proboscidae elephants;

Rodentia of the family Cricetidae (mice), except white mice kept as household pets;

Rodentia of the family Muridae (rats), except white rats kept as household pets;

Scorpiones of the family Buthidae scorpions;

Squamata of the suborder Ophidia (snakes) which are venomous or constrictors, not to include any nonvenomous snake indigenous to the state of Iowa.

Dart: The process whereby a drug of a sedative nature is delivered to and injected into an animal by means of a projectile shot from a rifle, gun, or blowgun, or from a bow or crossbow, for the purpose of subduing or rendering unconscious an animal for capture.

Dog: Both male and female animals of the canine species, whether neutered or not.

Eartipping: The removal of the distal one-quarter of a stray cat's left ear for the purposes of identifying a stray cat as having been sterilized and lawfully vaccinated for rabies.

Emergency: Any occurrence or set or circumstances involving actual or imminent physical trauma or property damage or which demands immediate action to protect the public health, safety and/or welfare, or the safety or welfare of an animal.

Farm animal: Every wild, tame or domestic animal kept or raised for the purpose of meat, milk, breeding, furbearing, work, recreation, sport, hobby, experimentation, or income, excluding domestic dogs and cats; any and all animals of the following orders shall be deemed to be farm animals, per se:

A. Large Farm Animals:

1. Artiodactyla, which includes all members of the family Bovidae (cattle, sheep, and goats);
2. Perissodactyla, which includes all members of the family Equidae (horses, ponies, asses, and mules).

B. Intermediate Farm Animals:

1. Perissodactyla, specifically miniature horses.

C. Small Farm Animals:

1. Anseriforms, which includes ducks and geese;
2. Artiodactyla, specifically Pygmy goats;
3. Columiformes, which includes doves and pigeons;
4. Galliformes, which includes chickens, turkeys, and fowl-like birds;
5. Lagomorpha, which includes hares and rabbits.

Hybrid: Any offspring produced by breeding a domestic cat or domestic dog to an animal listed as a "dangerous animal, per se."

Kennel: "Boarding kennel," "commercial kennel," as defined in Iowa Code Chapter 162.

Kennel dogs: Dogs which are kept or raised solely for the bona fide purpose of sale and which are kept under constant restraint in a kennel pursuant to Iowa Code Chapter 162.

Killer trap or conibear trap: A type of trap designed to apprehend and instantaneously kill an animal, but shall not include jaw, leghold or snare-type traps, regardless if set underwater.

Live trap: A process whereby an animal is apprehended alive and uninjured by means of a cage-type device, the door or entrance to which closes after the animal enters, preventing escape. Jaw, leghold, or snare-type traps, designed to pinch trap an animal's head or extremities, shall not be considered a live trap.

Noise disturbance: Any sound which:

A. Endangers or injures the safety or health of humans or animals;

B. Annoys or disturbs a reasonable person of normal sensitivities; or

C. Endangers or damages personal or real property.

Owner or owner of animal: Any person or persons, firm, association, or corporation owning, keeping, sheltering or harboring an animal with a current city pet license. Owner or person or entity in lawful possession and control of any premises: The fee title owner of any property or premises, or the person or entity in actual possession or control of such premises under a lease or real estate contract.

Person: Any individual, association, partnership, or corporation, and includes any officer, employee, agent or agency thereof.

Service animals: Any animal which is owned by a person who is disabled, and that has been properly trained at a special school to guide its owner in going from place to place.

Trap-Neuter-Return: The process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning stray cats to their original location.

Vicious animal: Any animal, except for a dangerous animal, per se, as listed above, which has attacked or bitten any person without provocation or which has attacked or bitten any domestic animal or fowl on more than two occasions within a twelve-month period, any dog or other animal owned or harbored primarily or in part for the purpose of fighting or any dog trained for dog fighting, or which has been found to possess such a propensity by the Board of Review.

Meaning of Certain Words. Words used in the singular include the plural, and the plural the singular, the masculine gender includes the feminine and the feminine the masculine.

4.20.030 Cruel Treatment Of Animals Prohibited

A. Physical Abuse. It shall be unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, beat with a stick, chain, club or other object; mutilate, burn, or scald with any substance, or otherwise cruelly set upon any animal, except that reasonable force may be employed to drive off vicious, trespassing or aggressive animals. It shall further be unlawful for any person to knowingly, intentionally, or carelessly cause or allow any animal to endure unreasonable or unjustifiable pain, suffering, or injury.

B. It shall be unlawful for any person or entity keeping, harboring, or caring for any animal to fail, refuse or neglect to provide such animal with proper food, drink, shade, shelter, physical maintenance and veterinary care. Proper food, drink, shade, shelter, physical maintenance and veterinary care shall require that:

    1. Each animal shall, at suitable intervals and at least once every twenty-four (24) hours, receive a quantity of food suitable for the species' physical condition and age, sufficient to maintain an adequate level of nutrition for the animal.

2. Each animal shall have available at all times an adequate supply of clean, fresh, potable water. If water pans or dishes are to be used, such pans or dishes shall have weighted bottoms or be mounted or secured in a manner that prevents tipping.
3. Each animal shall have convenient access to adequate shelter throughout the year. Any shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements, and shall be of sufficient size to permit the animal to enter, stand, turn around, and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, excessive ammonia levels, or which does not provide adequate ventilation or drainage, shall not comply with this section.
    a. Any enclosure in which an animal is kept shall be constructed of material, and in a manner to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition. When a dog is confined outside a residence, the following minimum space requirements shall be used, an additional sixteen (16) square feet shall be required for each dog sharing the pen with another. The minimum pen size includes a shelter:

Size of Dog	**Pen Size (square feet)**
Extra-large (over 26 inches at withers or over 75 lbs.)	48
Large (over 20 inches and up to 26 inches at withers or not over 75 lbs.)	40
Medium (over 12 inches and up to 20 inches at withers or not over 50 lbs.)	32
Small (12 inches or less at withers or not over 20 lbs.)	24

    b. Animals kept outdoors for a period of time exceeding thirty (30) minutes must be provided the following:
        (1) The shelter must be a well-constructed structure with a roof, enclosed sides, one of which must contain an entry way and a solid, level floor raised at least two inches from the ground. The entry way openings shall not comprise an entire side of the structure.
        (2) The shelter must have no cracks or openings other than the entrance.
        (3) The shelter must be small enough to allow an animal to warm the interior of the structure and maintain body heat, but large enough to allow the animal to stand, turn and lie down.
        (4) Between November 1 and March 31 and whenever the real or effective temperature is forty (40) degrees Fahrenheit or lower, the entryway must be protected by a self-closing door, an offset outer door, or a flexible flap, and a sufficient amount of dry bedding

material consisting of hay, straw or cedar shavings must be provided to insulate against cold and damp. Blankets, rags and newspapers are prohibited due to their tendency to hold moisture and freeze.

(5) The shelter must be placed where it will be adequately shaded in hot weather and protected from the wind in cold weather.

4. Each animal shall receive care and medical treatment for injuries, parasites, and diseases, sufficient to maintain the animal in good health and to minimize suffering.

5. No animals shall be hitched, tied, or fastened by any rope, chain or cord that is directly attached to the animal's neck. Animals that must be tied, hitched or fastened to restrain them must wear a properly fitted collar or harness, not of the choker type, provided that the proper use of choker collars in the training of animals shall not be prohibited. The tying device shall be attached to the animal's collar or harness and shall be at least ten (10) feet in length.
6. It shall be unlawful for any person owning or caring for any animal to fail to keep in a clean and sanitary condition the person's dwelling or other structure where the animal is kept at any time.

C. It shall be unlawful for any person to place or confine or allow an animal to be confined in such a manner that it remains in a motor vehicle or trailer under such conditions or for such periods of time as may endanger the health or well-being of the animal due to heat, lack of food or water, or any circumstances which may cause suffering, disability, or death.
   1. Any animal control officer or police officer is authorized to use reasonable force to remove the animal from the vehicle whenever it appears that its health is endangered after making reasonable attempt to contact the owner.
   2. The animal will be impounded and may be taken to a veterinarian for any care needed and then placed at the animal shelter.
   3. A written notice will be left attached to the vehicle with the time, date, location of where the animal is being held and a contact number to call.
   4. Any person violating this section shall bear the full cost and expense incurred by the city in the care, medical treatment, and impound, including any repairs to vehicle or removal costs.

D. It shall be unlawful for any person to abandon any animal within the city. Abandonment shall mean leaving an animal for a period in excess of twenty-four (24) hours without appropriate provisions having been made for the feeding, watering, and care of such animal.
   1. If an animal is restrained or confined out of doors without food, water or proper care, the administrative authority or his designee may enter upon any such property where the animal is restrained or confined and supply it with the necessary food, water and care so long as it remains there.

E. Except as hereinafter provided in CBMC 4.20.040, or as permitted under CBMC 4.20.075, it shall be prohibited and a misdemeanor for any person, firm, or corporation

to trap, poison, shoot, harm, treat cruelly, injure, torture, or destroy any animal within the city of Council Bluffs, Iowa.

1. Any person or persons violating this section shall bear full cost and expenses incurred by the city of Council Bluffs, Iowa, in the care, medical treatment, impoundment cost, and disposal of said animals.

F. Failure to perform any of these duties shall constitute a misdemeanor.

G. The administrative authority or his designee shall promptly investigate all reported cases of neglect, injury, or cruelty, and shall take the following actions as necessary, provided a violation of this section is present:

1. If said animal is located outside the residence, it shall be removed and impounded at the animal shelter or veterinarian if in imminent danger or further injury may occur. Notification of impound shall be given to the caretaker in person or in writing upon removing said animal.
2. If said animal is located outside the residence, but is not in imminent danger or further injury will not occur to the animal, corrective measures may be placed upon the caretaker. Failure to comply with said corrective measures shall result in the animal being removed from the residence and impounded at the animal shelter or veterinarian. Notification of impound shall be given to the caretaker in person or in writing upon removing said animal.
3. If said animal is located within the residence, a search warrant shall be obtained to gain legal entry of the residence and said animal shall be removed and impounded at the animal shelter or veterinarian if in imminent danger or further injury may occur. Notification of impound shall be given to the caretaker in person or in writing upon removing said animal.
4. If said animal is located within the residence, a search warrant shall be obtained to gain legal entry of the residence. If said animal is found not to be in imminent danger or further injury will not occur to the animal, corrective measures may be placed upon the caretaker. Failure to comply with said corrective measures shall result in the animal being removed from the residence and impounded at the animal shelter or veterinarian upon service of an additional search warrant. Notification of impound shall be given to the caretaker in person or in writing upon removing said animal.
5. Any person who owns, keeps, harbors, maintains or controls any animal impounded in accordance with this section, shall pay a bond in the amount set forth in the schedule of fees (two hundred fifty dollars ($250.00)) prior to the expiration of five calendar days after the date of impoundment. If said payment is not made prior to the expiration of this five-day period, the animal shall become the property of the city of Council Bluffs, Iowa, to be disposed of as deemed appropriate by the administrative authority, or his/her designee.

H. Nothing contained herein shall prohibit any of the acts permitted under CBMC 4.20.075.

4.20.075 Management of Cat Population Pursuant to Trap-Neuter-Return; Permitted Acts

A. The following actions shall be permitted in the City of Council Bluffs as part of a Trap-Neuter-Return program:
    1. Trapping, for the sole purpose of sterilizing, vaccinating for rabies, and eartipping stray cats, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, where applicable.
    2. Releasing an eartipped stray cat.
        a. An eartipped stray cat received by local shelters may be released.
        b. Releasing an eartipped stray cat shall not be deemed abandonment.

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 publication, as provided for by law.

PASSED
AND _____, 2026.
APPROVED

_____
JILL K. ALMONTE Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: _____, 2026.
Second Consideration: _____, 2026.
Public Hearing: _____, 2026.
Third Consideration: _____, 2026.

ORDINANCE NO. 6676-A

AN ORDINANCE TO AMEND CHAPTER 4.20 ANIMAL CONTROL BY AMENDING SECTION 4.20.020 "DEFINITIONS-ANIMAL CONTROL"; SECTION 4.20.030 "CRUEL TREATMENT OF ANIMALS PROHIBITED"; AND ENACTING NEW SECTION 4.20.075 TO BE ENTITLED "MANAGEMENT OF CAT POPULATION PURSUANT TO TRAP-NEUTER-RETURN; PERMITTED ACTS".

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

SECTION 1. That Chapter 4.20 Animal Control is hereby amended by amending Sections listed above and enacting new Section 4.20.075 to be entitled "Management of Cat Population pursuant to Trap-Neuter-Return; Permitted Acts" to read as follows:

4.20.020 Definitions - Animal Control

For use in this chapter, the following terms shall have the following meanings:

Administrative authority: The director of community development or his/her designee. The chief animal control officer or his/her designee, or anyone else duly authorized by the mayor.

Animal: Every wild, tame or domestic member of the animal kingdom other than the genus and species Homo sapiens.

Animal shelter: The premises and/or building which the mayor or his or her designee may from time to time designate as the location for the impoundment of animals. At large, running at large, or being at large: Any licensed or unlicensed animal found off the premises of its owner and either:

A. Not on a leash;

B. Not restrained within a vehicle so as to prevent it leaving the vehicle; or

C. Not housed in a veterinary hospital or kennel.

Bite: Any puncture, laceration, abrasion, scratch or any other break in the skin of a human, caused by an animal.

Board of review: Shall be an ad hoc board made up of the mayor or his/her designee, the police chief or his/her designee and the fire chief or his/her designee. This board will only meet as needed and will conduct its hearings pursuant to Robert's Rules of Order and in compliance with Iowa's open meeting law.

Cat: Both male and female animals of the feline species, whether neutered or not.

Dangerous animal, per se: The following animals which shall be deemed to be dangerous animals, per se:

Artiodactyla of the family Antilocapridae, which includes pronghorns;

Artiodactyla of the family Cervidae, which includes moose and caribou;

Artiodactyla of the family Suidae and the genus and species Sus scrofa (domestic swine and wild boar), which includes all male and female wild boars;

Bovidae-males only (bulls);

Carnivora of the family Canidae, which includes wolves, foxes, and hybrids, but excludes domestic dogs;

Carnivora of the family Felidae, which includes lions, lynx, bobcats, and hybrids, but excludes domestic cats;

Carnivora of the family Mustelidae, which includes badgers, wolverines, weasels and skunks, except ferrets;

Carnivora of the family Procyonidae, which includes raccoons;

Carnivora of the family Ursidae, which includes bears;

Chelonia of the family Chelydridae (snapping turtles);

Crocodilia which includes crocodiles and alligators;

Chiroptera (bats);

Proboscidae elephants;

Rodentia of the family Cricetidae (mice), except white mice kept as household pets;

Rodentia of the family Muridae (rats), except white rats kept as household pets;

Scorpiones of the family Buthidae scorpions;

Squamata of the suborder Ophidia (snakes) which are venomous or constrictors, not to include any nonvenomous snake indigenous to the state of Iowa.

Dart: The process whereby a drug of a sedative nature is delivered to and injected into an animal by means of a projectile shot from a rifle, gun, or blowgun, or from a bow or crossbow, for the purpose of subduing or rendering unconscious an animal for capture.

Dog: Both male and female animals of the canine species, whether neutered or not.

Eartipping: The removal of the distal one-quarter of a stray cat’s left ear for the purposes of identifying a stray cat as having been sterilized and lawfully vaccinated for rabies.

Emergency: Any occurrence or set or circumstances involving actual or imminent physical trauma or property damage or which demands immediate action to protect the public health, safety and/or welfare, or the safety or welfare of an animal.

Farm animal: Every wild, tame or domestic animal kept or raised for the purpose of meat, milk, breeding, furbearing, work, recreation, sport, hobby, experimentation, or income, excluding domestic dogs and cats; any and all animals of the following orders shall be deemed to be farm animals, per se:

A. Large Farm Animals:

    1. Artiodactyla, which includes all members of the family Bovidae (cattle, sheep, and goats);
    2. Perissodactyla, which includes all members of the family Equidae (horses, ponies, asses, and mules).

B. Intermediate Farm Animals:

    1. Perissodactyla, specifically miniature horses.

C. Small Farm Animals:

    1. Anseriforms, which includes ducks and geese;
    2. Artiodactyla, specifically Pygmy goats;
    3. Columiformes, which includes doves and pigeons;
    4. Galliformes, which includes chickens, turkeys, and fowl-like birds;
    5. Lagomorpha, which includes hares and rabbits.

Hybrid: Any offspring produced by breeding a domestic cat or domestic dog to an animal listed as a "dangerous animal, per se."

Kennel: "Boarding kennel," "commercial kennel," as defined in Iowa Code Chapter 162.

Kennel dogs: Dogs which are kept or raised solely for the bona fide purpose of sale and which are kept under constant restraint in a kennel pursuant to Iowa Code Chapter 162.

Killer trap or conibear trap: A type of trap designed to apprehend and instantaneously kill an animal, but shall not include jaw, leghold or snare-type traps, regardless if set underwater.

Live trap: A process whereby an animal is apprehended alive and uninjured by means of a cage-type device, the door or entrance to which closes after the animal enters, preventing escape. Jaw, leghold, or snare-type traps, designed to pinch trap an animal's head or extremities, shall not be considered a live trap.

Noise disturbance: Any sound which:

A. Endangers or injures the safety or health of humans or animals;

B. Annoys or disturbs a reasonable person of normal sensitivities; or

C. Endangers or damages personal or real property.

Owner or owner of animal: Any person or persons, firm, association, or corporation owning, keeping, sheltering or harboring an animal with a current city pet license. Owner or person or entity in lawful possession and control of any premises: The fee title owner of any property or premises, or the person or entity in actual possession or control of such premises under a lease or real estate contract.

Person: Any individual, association, partnership, or corporation, and includes any officer, employee, agent or agency thereof.

Service animals: Any animal which is owned by a person who is disabled, and that has been properly trained at a special school to guide its owner in going from place to place.

Trap-Neuter-Return: The process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning stray cats to their original location.

Vicious animal: Any animal, except for a dangerous animal, per se, as listed above, which has attacked or bitten any person without provocation or which has attacked or bitten any domestic animal or fowl on more than two occasions within a twelve-month period, any dog or other animal owned or harbored primarily or in part for the purpose of fighting or any dog trained for dog fighting, or which has been found to possess such a propensity by the Board of Review.

Meaning of Certain Words. Words used in the singular include the plural, and the plural the singular, the masculine gender includes the feminine and the feminine the masculine.

4.20.030 Cruel Treatment Of Animals Prohibited

A. Physical Abuse. It shall be unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, beat with a stick, chain, club or other object; mutilate, burn, or scald with any substance, or otherwise cruelly set upon any animal, except that reasonable force may be employed to drive off vicious, trespassing or aggressive animals. It shall further be unlawful for any person to knowingly, intentionally, or carelessly cause or allow any animal to endure unreasonable or unjustifiable pain, suffering, or injury.

B. It shall be unlawful for any person or entity keeping, harboring, or caring for any animal to fail, refuse or neglect to provide such animal with proper food, drink, shade, shelter, physical maintenance and veterinary care. Proper food, drink, shade, shelter, physical maintenance and veterinary care shall require that:

    1. Each animal shall, at suitable intervals and at least once every twenty-four (24) hours, receive a quantity of food suitable for the species' physical condition and age, sufficient to maintain an adequate level of nutrition for the animal.

2. Each animal shall have available at all times an adequate supply of clean, fresh, potable water. If water pans or dishes are to be used, such pans or dishes shall have weighted bottoms or be mounted or secured in a manner that prevents tipping.
3. Each animal shall have convenient access to adequate shelter throughout the year. Any shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements, and shall be of sufficient size to permit the animal to enter, stand, turn around, and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, excessive ammonia levels, or which does not provide adequate ventilation or drainage, shall not comply with this section.
    a. Any enclosure in which an animal is kept shall be constructed of material, and in a manner to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition. When a dog is confined outside a residence, the following minimum space requirements shall be used, an additional sixteen (16) square feet shall be required for each dog sharing the pen with another. The minimum pen size includes a shelter:

Size of Dog	**Pen Size (square feet)**
Extra-large (over 26 inches at withers or over 75 lbs.)	48
Large (over 20 inches and up to 26 inches at withers or not over 75 lbs.)	40
Medium (over 12 inches and up to 20 inches at withers or not over 50 lbs.)	32
Small (12 inches or less at withers or not over 20 lbs.)	24

    b. Animals kept outdoors for a period of time exceeding thirty (30) minutes must be provided the following:
        (1) The shelter must be a well-constructed structure with a roof, enclosed sides, one of which must contain an entry way and a solid, level floor raised at least two inches from the ground. The entry way openings shall not comprise an entire side of the structure.
        (2) The shelter must have no cracks or openings other than the entrance.
        (3) The shelter must be small enough to allow an animal to warm the interior of the structure and maintain body heat, but large enough to allow the animal to stand, turn and lie down.
        (4) Between November 1 and March 31 and whenever the real or effective temperature is forty (40) degrees Fahrenheit or lower, the entryway must be protected by a self-closing door, an offset outer door, or a flexible flap, and a sufficient amount of dry bedding

material consisting of hay, straw or cedar shavings must be provided to insulate against cold and damp. Blankets, rags and newspapers are prohibited due to their tendency to hold moisture and freeze.

(5) The shelter must be placed where it will be adequately shaded in hot weather and protected from the wind in cold weather.

4. Each animal shall receive care and medical treatment for injuries, parasites, and diseases, sufficient to maintain the animal in good health and to minimize suffering.

5. No animals shall be hitched, tied, or fastened by any rope, chain or cord that is directly attached to the animal's neck. Animals that must be tied, hitched or fastened to restrain them must wear a properly fitted collar or harness, not of the choker type, provided that the proper use of choker collars in the training of animals shall not be prohibited. The tying device shall be attached to the animal's collar or harness and shall be at least ten (10) feet in length.
6. It shall be unlawful for any person owning or caring for any animal to fail to keep in a clean and sanitary condition the person’s dwelling or other structure where the animal is kept at any time.

C. It shall be unlawful for any person to place or confine or allow an animal to be confined in such a manner that it remains in a motor vehicle or trailer under such conditions or for such periods of time as may endanger the health or well-being of the animal due to heat, lack of food or water, or any circumstances which may cause suffering, disability, or death.
    1. Any animal control officer or police officer is authorized to use reasonable force to remove the animal from the vehicle whenever it appears that its health is endangered after making reasonable attempt to contact the owner.
    2. The animal will be impounded and may be taken to a veterinarian for any care needed and then placed at the animal shelter.
    3. A written notice will be left attached to the vehicle with the time, date, location of where the animal is being held and a contact number to call.
    4. Any person violating this section shall bear the full cost and expense incurred by the city in the care, medical treatment, and impound, including any repairs to vehicle or removal costs.
D. It shall be unlawful for any person to abandon any animal within the city. Abandonment shall mean leaving an animal for a period in excess of twenty-four (24) hours without appropriate provisions having been made for the feeding, watering, and care of such animal.
    1. If an animal is restrained or confined out of doors without food, water or proper care, the administrative authority or his designee may enter upon any such property where the animal is restrained or confined and supply it with the necessary food, water and care so long as it remains there.
E. Except as hereinafter provided in CBMC 4.20.040, or as permitted under CBMC 4.20.075, it shall be prohibited and a misdemeanor for any person, firm, or corporation

to trap, poison, shoot, harm, treat cruelly, injure, torture, or destroy any animal within the city of Council Bluffs, Iowa.

1. Any person or persons violating this section shall bear full cost and expenses incurred by the city of Council Bluffs, Iowa, in the care, medical treatment, impoundment cost, and disposal of said animals.

F. Failure to perform any of these duties shall constitute a misdemeanor.

G. The administrative authority or his designee shall promptly investigate all reported cases of neglect, injury, or cruelty, and shall take the following actions as necessary, provided a violation of this section is present:

1. If said animal is located outside the residence, it shall be removed and impounded at the animal shelter or veterinarian if in imminent danger or further injury may occur. Notification of impound shall be given to the caretaker in person or in writing upon removing said animal.
2. If said animal is located outside the residence, but is not in imminent danger or further injury will not occur to the animal, corrective measures may be placed upon the caretaker. Failure to comply with said corrective measures shall result in the animal being removed from the residence and impounded at the animal shelter or veterinarian. Notification of impound shall be given to the caretaker in person or in writing upon removing said animal.
3. If said animal is located within the residence, a search warrant shall be obtained to gain legal entry of the residence and said animal shall be removed and impounded at the animal shelter or veterinarian if in imminent danger or further injury may occur. Notification of impound shall be given to the caretaker in person or in writing upon removing said animal.
4. If said animal is located within the residence, a search warrant shall be obtained to gain legal entry of the residence. If said animal is found not to be in imminent danger or further injury will not occur to the animal, corrective measures may be placed upon the caretaker. Failure to comply with said corrective measures shall result in the animal being removed from the residence and impounded at the animal shelter or veterinarian upon service of an additional search warrant. Notification of impound shall be given to the caretaker in person or in writing upon removing said animal.
5. Any person who owns, keeps, harbors, maintains or controls any animal impounded in accordance with this section, shall pay a bond in the amount set forth in the schedule of fees (two hundred fifty dollars ($250.00)) prior to the expiration of five calendar days after the date of impoundment. If said payment is not made prior to the expiration of this five-day period, the animal shall become the property of the city of Council Bluffs, Iowa, to be disposed of as deemed appropriate by the administrative authority, or his/her designee.

H. Nothing contained herein shall prohibit any of the acts permitted under CBMC 4.20.075.

4.20.075 Management of Cat Population Pursuant to Trap-Neuter-Return; Permitted Acts

A. The following actions shall be permitted in the City of Council Bluffs as part of a Trap-Neuter-Return program:
    1. Trapping, for the sole purpose of sterilizing, vaccinating for rabies, and eartipping stray cats, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, where applicable.
    2. Releasing an eartipped stray cat.
        a. An eartipped stray cat received by local shelters may be released.
        b. Releasing an eartipped stray cat shall not be deemed abandonment.

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 publication, as provided for by law.

PASSED
AND _____, 2026.
APPROVED

_____
JILL K. ALMONTE Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 5-4-26
First Consideration continued: 6-22-26
Second Consideration: 7-13-26
Third Consideration:

Council Communication

Department: Human Resources

Case/Project No.:

Subject/Title

Resolution 26-215 (Continued from 7-13-26)
Resolution authorizing wage increases for the Council Bluffs Fire Supervisory employees for the period of July 1, 2026 through June 30, 2027.

Background/Discussion

To be consistent with our strategic goals to provide high quality public service and to create and sustain a resilient and economically prosperous city, the City must provide a competitive wage structure for all employees.
The City has employees who are not included in the four (4) bargaining units who bargain collectively regarding wages and benefits. The Human Resources department reviews the pay schedules for these employees and considers whether to recommend a cost-of-living adjustment for these job classifications.
It has been the historical practice for the Fire Supervisory employees to receive cost of living increases that would reflect the increase of the Fire Union bargaining unit. At this time there has not been a negotiated increase for fiscal year 2027 with the union. In order to keep the Fire Supervisory employees aligned with other non-bargaining classes of employees, a 2.50% increase for July 1, 2026 through June 30, 2027 will be applied.

Staff Recommendation

Approval of resolution.

Attachments

July 1 Increase History.pdf
26-215.doc

Prepared by: Michell Houseton
Approved by: Michell Houseton

9.A

July 1 Wage Increase History

	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Non-Union	4.00%	3.50%	3.00%	2.50%	2.50%	2.25%	2.00%	2.50%	2.50%	2.50%	2.50%	2.30%	2.50%	2.50%	2.50%	2.75%	2.50%	2.50%	2.50%	
CWA	4.00%	3.50%	3.00%	2.50%	2.50%	2.25%	2.00%	2.50%	2.00%	2.00%	1.70%	1.50%	2.50%	2.50%	2.50%	2.60%	2.50%	2.50%		
AFCME	*2%/2%	4.00%	2.00%	2.50%	2.50%	2.25%	2.25%	2.50%	2.25%	2.50%	2.50%	2.30%	2.50%	2.50%	2.50%	2.75%	2.70%	2.50%	2.00%	2.00%
Fire	4.50%	3.65%	3.15%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.75%	2.75%	3.25%	*****3.00%	*****2.75%	4.40%		
Fire Supervisory	3.25%	3.65%	3.15%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.75%	2.75%	3.25%	3.00%	2.75%	4.40%	2.50%	
Police	4.00%	3.65%	3.65%	2.50%	2.50%	2.50%	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.75%	2.75%	3.25%	3.50%	3.50%	3.50%	3.50%	
Police Supervisory	4.00%	3.65%	3.65%	**3.572%	***3.4%	****3.38%	4.04%	2.50%	2.50%	2.50%	2.50%	2.50%	2.75%	2.75%	3.25%	******8.43%	3.50%	3.50%	2.50%	

Unresolved questions between increase awarded and resolutions.

Future increases already negotiation in union contracts.

* One was awarded July 1, 2008. The second was awarded on December 27, 2008.

** Achieves 15% difference between top Police Officer and top Police Sergeant.

*** Achieves 16% difference between top Police Officer and top Police Sergeant.

**** Achieves 17% difference between top Police Officer and top Policy Sergeant.

***** On June 30, 2022 the Fire Union Contract was extended an additional 2 years (for wages & PEHP) only.

****** Achieves 11.08% difference between top Police Officer and lowest Police Sergeant. Per Resolution 23-152 that states maintain gap plus the 3.5% across the board increase.

In Negotiations

Proposed July 1, 2026 through June 30, 2027 base hourly wage increase.

RESOLUTION NO. 26-215

A RESOLUTION AUTHORIZING WAGE INCREASES FOR THE COUNCIL BLUFFS FIRE SUPERVISORY EMPLOYEES FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027

WHEREAS, there are Supervisory employees of the City of Council Bluffs, Iowa Fire Department who do not bargain collectively with the City regarding wage and benefits; and,

WHEREAS, it is in the best interest of the City of Council Bluffs to ensure the equitable treatment of all employees; and,

WHEREAS, approval of this wage adjustment is considered to be consistent with the best interest of the City,

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

That a 2.50% increase be applied to the base hourly wage pay schedule to the employees that serve in Fire Supervisory positions of EMS Operations Officer, Assistant Fire Chief and Deputy Chief/Fire Marshal on July 1, 2026 through June 30, 2027.

ADOPTED
AND
APPROVED June 8, 2026

.

_____
JILL K. ALMONTE Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Resolution 26-261
Resolution adopting the amended City Council Rules of Procedure 2026.

Background/Discussion

The proposed version adopts the changes that Council discussed at Study Session on 7/16/26.

Staff Recommendation

Approval is recommended.

Attachments

Council_Rules_2026-clean.pdf
Council_Rules_2026-redline.pdf
26-261.docx

Prepared by: Malina Dobson
Approved by:

9.B

CITY COUNCIL
RULES OF PROCEDURE
2026

RULE 1. MEETINGS

a. *Regular Meetings*. During the last quarter of each calendar year, the city council shall pass a resolution establishing regular meeting dates for the following calendar year. Regular meetings start at 7:00 p.m. and generally occur on the second and fourth Mondays of each month, except that December generally has only one meeting that occurs on the third Monday of that month. In its resolution establishing regular meeting dates, the city council may deviate from this default schedule;

b. *Special Meetings*. The mayor, with the concurrence of a simple majority of the city council, may call a special meeting of the city council. At the request of a majority of the city council, the mayor shall call a special meeting of the city council;

c. *Study Sessions*. Informal meetings of the city council at which no official action is taken are generally held at 3:00 p.m. on the same day as each regular meeting;

d. *Executive Sessions*. Closed meetings of the city council at which matters required or permitted by law to be discussed in private are generally held immediately following study sessions. Council shall take action at following regular council meeting on all executive session matters, as needed;

e. *Public Notice*. The city clerk shall provide public notice of the date, time, place, and agenda for each meeting of the city council, according to law. Each meeting of the city council is open to the public, except as otherwise required or allowed by law. The city clerk shall keep a record of all meetings of the city council, which is open to the public except as otherwise required or allowed by law;

f. *Review of Council Rules*. At a regular city council meeting in July each calendar year immediately following a calendar year in which a regular city election was held, the city council shall review rules of procedure and designate the specific means by which public notice will be given when required by law, if other than the Daily Nonpareil; ~~and,~~

g. *Attendance by Other Means*. Consistent with Iowa Code section 21.8, the city council shall provide an option for a city council member to attend any regular or special meeting or study or executive session by electronic means. A city council member intending to attend other than in person shall, when practicable, give the city clerk at least seventy-two hours' notice so that arrangements may be made; failure to give notice does not prevent the member from participating. To attend a regular meeting other than in person, a city council member shall attend by means that permit those persons attending the regular meeting in person or by other means and the city council member attending by other means to see and hear each other contemporaneously, and a city council member attending remotely will make every effort to ensure their camera remains on at all times. To attend a special meeting or study or executive session other than in person, a city council member shall attend by means that permit those persons attending in person or

by other means and the city council member attending by other means to hear each other contemporaneously; and,

h. *Open Meetings and Public Records Training*. Each city council member newly elected or appointed to office, and each person appointed by the city council to a governmental body, shall complete training on the requirements of Iowa Code chapters 21 and 22 within ninety days of taking the oath of office or otherwise assuming the duties of office, as required by law. The city clerk shall retain each certificate of completion, which shall be available for public inspection.

RULE 2. AGENDA AND DEADLINES

a. *City Clerk*. The city clerk or the city clerk's designee shall prepare the agenda for each meeting of the city council. The city clerk or the city clerk's designee shall provide a copy of the agenda for any meeting of the city council, minutes of the previous meeting, and any other relevant reports or information to the mayor and the city council members at least ninety-six hours prior to the start of the meeting. The city clerk or the city clerk's designee shall also post by electronic or other suitable means a copy of these items at least ninety-six hours prior to the start of the meeting. To the extent allowed by law, in extraordinary circumstances the city clerk or the city clerk's designee shall grant an exception to this deadline if sought by the mayor.

b. *Mayor*. The mayor or the mayor's designee may place an item onto the agenda. The deadline for the mayor or the mayor's designee to submit an agenda item to the city clerk's office is 5:00 p.m. on the date that is ten days prior to the council meeting at which the item is to be considered by the city council. The agenda item will contain all relevant and up-to-date information. In extraordinary circumstances and subject to Rule 2a, the city clerk or the city clerk's designee shall grant an exception to this deadline if sought by the mayor;

c. *City Council*. A city council member may place an item onto the agenda. The deadline for a city council member to submit an agenda item to the city clerk's office is noon on the date that is seven days prior to the council meeting at which the item is to be considered by the city council. The agenda item will contain all relevant and up-to-date information. In extraordinary circumstances and to the extent allowed by law, the city clerk or the city clerk's designee shall grant an exception to this deadline if consented to by two other city council members; and,

d. *Applications*. An applicant for an initial or renewal application for a permit or license shall file the application with the city clerk's office at least ten calendar days prior to a regular council meeting for the application to be included on the agenda for that regular council meeting. Any application filed after this deadline will be included on the agenda for the following regular council meeting or a special meeting if one is called for this purpose pursuant to Rule 1b. In extraordinary circumstances and to the extent allowed by law, the city clerk or the city clerk's designee shall grant an exception to this deadline if sought by the mayor or two city council members, in which case the agenda item will state the mayor's or council members' reason for the exception.

RULE 3. PRESIDING OFFICER

a. *Meetings*. The mayor shall chair meetings of the city council. In the absence of the mayor, the mayor pro tem shall chair a meeting of the city council. In the absence of the mayor and the mayor pro tem, the city council shall designate one of its members to chair a meeting of the city council. During each meeting of the city council, the chair shall preserve good order and decorum, state each agenda item in due course, and announce the decision of the city council on each agenda item; and the chair shall also decide all questions of order, except that a majority of the city council present may overrule the chair. When speaking at a regular or special meeting, the chair shall address the city council as a whole or a specific city council member by title ("Council Member <last name>") or in the third person (she, he, or they), as the case may be;

b. *Mayor Pro Tem*. By the first regular city council meeting each calendar year immediately following a calendar year in which a regular city election was held for the office of mayor, the mayor shall inform the city council which city council member has been designated by the mayor as mayor pro tem;

c. *Roles*. The city council is the policy-making body for the city. The mayor has no vote on matters before the city council. The mayor may take part in the discussions of the city council and may recommend to the council those measures that the mayor may deem necessary for the welfare of the people and efficient administration of the affairs of the city.

RULE 4. RULES OF ORDER

a. *Default Rules*. Robert's Rules of Order, current edition, is adopted as the procedural rules that apply to meetings of the city council on issues not specifically covered in these rules of procedure and, in case of a conflict between these rules of procedure and Robert's Rules of Order, current edition, these rules of procedure govern;

b. *Decorum*. Subject to Rule 3a, when wanting to speak, a city council member shall try not to interrupt another city council member; and a city council member speaking shall reasonably yield to another city council member who indicates a desire to speak. When speaking, a city council member shall remain on the topic at issue and avoid personal attacks and inappropriate language. When speaking at a regular or special meeting, a city council member shall address the city council as a whole or a fellow city council member or the mayor by title ("Council Member <last name>" or "Mayor <last name>" or "the Mayor") or in the third person (she, he, or they), as the case may be;

c. *Reconsideration*. A city council member who voted with the prevailing side on any motion may move to reconsider that motion if the reconsideration motion is made at the same meeting or next regular meeting of the city council. An absent city council member is deemed not to have voted with the prevailing side;

d. *Electronic Devices*. Persons attending a city council meeting shall turn off or switch to silent mode any electronic devices. Subject to Rule 1g, neither the mayor nor the city council members shall use electronic devices during a meeting to communicate with any person present or not present at the meeting, emergencies excepted; ~~and,~~

e. *Discussion Prior to Motion*. On any agenda item requiring city council action, discussion may occur before a motion is made. After an agenda item is introduced and any public hearing or public comment on the item is closed, the chair shall ask whether there is any discussion among the city council members. City council members may ask questions of staff, applicants, or one another and may state their positions on the item before any motion is made. When discussion has concluded, or at any time during discussion, a city council member may make a motion on the item. Once a motion has been made and seconded, further debate and any motion to end debate are governed by these rules of procedure and Robert's Rules of Order, current edition; and,

f. *City Charter*. These rules of procedure are to be read and applied in a manner consistent with the City Charter.

RULE 5. VOTING

a. *Options*. When a vote is taken at a regular or special meeting, a city council member has three options:

1. a vote in favor of what is being proposed;
2. a vote against what is being proposed; or,
3. abstention.

A city council member may abstain if the city council member determines that an actual or perceived conflict of interest exists. A city council member may seek the advice of the city attorney in making this determination. If a city council member decides to abstain on a particular vote, the city council member must announce this fact at the regular or special meeting at which the vote is to occur, and that city council member shall not participate in any substantive discussion regarding the matter; and

b. *Vote by Roll Call*. Any city council member may compel a vote by roll call. Any matter in which a city council member has announced an intention to abstain requires a vote by roll call. Votes involving a city council member attending a meeting per Rule 1g may require a vote by roll call, if needed.

RULE 6. ORDINANCES, RESOLUTIONS, AND MOTIONS

a. *Ordinances*. Ordinances on first reading are placed on the consent agenda. An ordinance may be amended on first or second reading and advance to the next reading. An ordinance amended on second or subsequent reading requires an additional reading to pass into law, except when the city council determines that the amendment does not increase the impact on persons or property affected by the amendment. The city council may waive on a four-fifths majority vote the third or subsequent reading of a proposed ordinance as long as that reading does not include an amendment that increases the impact on persons or property affected by the amendment;

b. *Resolutions*. Except as otherwise required by law or allowed by these rules of procedure, a resolution has only one reading;

c. *Motions*. Except as otherwise required by law or these rules of procedure, a majority vote of a quorum of the city council is required for the passage of any motion. Passage of an ordinance, amendment, or resolution requires a majority vote of all of the members of the city council, as provided in Iowa Code section 380.4; and,

d. *Public Notice*. Except as required or allowed by law, the city council shall not take action on any matter at any meeting if that item was not placed on the agenda for that meeting. The city council may address and vote on ministerial matters, whether placed on the agenda for that meeting or not, during the "other business" portion of that meeting.

RULE 7. PUBLIC PARTICIPATION

a. *Study Sessions*. At study sessions, city staff and members or the public may take part in the proceedings if expressly allowed by the mayor or a city council member. This participation is not a right and is limited to the permission allowed.

Study Session presentations shall be limited to 10 minutes, excluding staff, unless prior approval of Mayor or Council Member is given. If available, presenters shall send their presentation (PowerPoint or handouts) to the City Clerk at least 4 days before the day of their presentation.

b. *Regular and Special Meetings*. At regular and special meetings, anyone may speak to the mayor and city council on any item on the agenda. Each person who would like to speak to the mayor and city council shall first obtain the chair's permission to speak and shall obey the following rules:

1) Must state name and city of residence for the record

2) Must not be argumentative, repetitive or cumulative

3) Must follow time restrictions (10 minutes for Public Hearing Items, 5 Minutes for all other items)

4) May address the mayor and city council as a whole, and may engage in discussion with a particular city council member or the mayor if that person indicates a willingness to do so; any such discussion counts toward the speaker's time limit

5) No one other than the person recognized to speak (at the podium) shall speak or interrupt the meeting

c. *City Employees*. A city employee on personal time may speak to the mayor and city council, as a member of the public, for or against some particular issue under discussion by the city council. If an employee's comments are directed to conditions of employment or administrative policies and procedures, the city council may direct the city employee to pursue the matter through the normal administrative process; and,

d. *General Public Comment at Regular Meetings*. At regular meetings, members of the public may present petitions, requests, or statements within the time period generally set aside towards the end of each regular meeting for general public comment. Each person is limited to five minutes.

e. *Communication*. All electronic communication (email) shall be done using the City issued email only. Personal email addresses should not be used when conducting official business.

RULE 8. POSTING POLICY

The city clerk shall make available a copy of these rules of procedure, including those rules regarding public participation, within the city council chambers and also by electronic or other suitable means, for members of the general public to be able to see them. The city clerk may also post an explanation or helpful examples to assist the general public in understanding these rules of procedure, including those rules relating to public participation.

RULE 9. WAIVER OR AMENDMENT

By a four-fifths majority vote of the city council present, to the fullest extent permitted by law any of these rules of procedure may be waived in a particular instance. Amendments to these rules of procedure may be made by a four-fifths majority vote of the city council.

RULE 10. TRAVEL

When City Council Members are required to travel with 3 or more members, the City Clerk must accompany the quorum of Council Members. Unless required, travel shall be limited to 2 Council Members at a time. All travel arrangements must be made by the City Clerk. Travel accommodations must follow the guidelines as set out in Policy 401.

RULE 11. RECLASSIFICATION OR COMPENSATION OF EMPLOYEE UNDER CITY COUNCIL

If an employee under the City Council wishes to have a review of their classification or compensation, they must follow the process as defined below:

a. Provide to all City Council Members a statement, including the request and the reasoning behind the request, along with any background or documentation needed.
b. Once received, City Council shall direct the City Clerk to request an internal and external compensation analysis from the Human Resource Director or designee on behalf of City Council.
c. After receiving the report from HR, City Council shall direct the City Clerk to schedule a study session for discussion. At the employee's request and as the law allows, this discussion may be done in a closed executive session. City Clerk shall request the attendance of the Human Resource Director or designee, to answer any questions the Council may have.
d. At the end of such meeting, City Council shall request a resolution be drafted by the City Attorney and added to the agenda for approval.

Updated July 27, 2026.

CITY COUNCIL
RULES OF PROCEDURE

~~2024~~ 2026

PROPOSED AMENDMENTS — JULY 2026 REVIEW (RULE 1f) — COMPLETE REDLINE. Deleted text is shown in ~~strikethrough~~; new text is shown in underline. Adoption requires a four-fifths majority vote of the city council under Rule 9.

RULE 1. MEETINGS

a. *Regular Meetings*. During the last quarter of each calendar year, the city council shall pass a resolution establishing regular meeting dates for the following calendar year. Regular meetings start at ~~7pm~~ 7:00 p.m. and generally occur on the second and fourth Mondays of each month, except that December generally has only one meeting that occurs on the third Monday of that month. In its resolution establishing regular meeting dates, the city council may deviate from this default schedule;

b. *Special Meetings*. The mayor, with the concurrence of a simple majority of the city council, may call a special meeting of the city council. At the request of a majority of the city council, the mayor shall call a special meeting of the city council;

c. *Study Sessions*. Informal meetings of the city council at which no official action is taken are generally held at ~~3:45pm~~3:00 p.m. on the same day as each regular meeting;

d. *Executive Sessions*. Closed meetings of the city council at which matters required or permitted by law to be discussed in private are generally held immediately following study sessions. Council shall take action at following regular council meeting on all executive session matters, as needed;

e. *Public Notice*. The city clerk shall provide public notice of the date, time, place, and agenda for each meeting of the city council, according to law. Each meeting of the city council is open to the public, except as otherwise required or allowed by law. The city clerk shall keep a record of all meetings of the city council, which is open to the public except as otherwise required or allowed by law;

f. *Review of Council Rules*. At a regular city council meeting in July each calendar year immediately following a calendar year in which a regular city election was held, the city council shall review rules of procedure and designate the specific means by which public notice will be given when required by law, if other than the Daily Nonpareil; ~~and,~~

~~g. Attendance by Other Means. When technologically possible, a city council member may attend any regular or special meeting or study or executive session other than in person. To attend a meeting or session other than in person, a city council member shall give the city clerk at least seventy-two hours' notice, emergencies excepted. To attend a regular meeting other than in person, a city council member shall attend by means that permit those persons attending the regular meeting in person or by other means and the city council member attending by other means to see and hear each other contemporaneously. If Councilmember attends remotely, they will make every effort to ensure their camera remains on at all times. To attend a special meeting or study or executive session other than in person, a city council member shall attend by~~

~~means that permit those persons attending the special meeting or study or executive session in person or by other means and the city council member attending by other means to hear each other contemporaneously.~~

g. *Attendance by Other Means*. Consistent with Iowa Code section 21.8, the city council shall provide an option for a city council member to attend any regular or special meeting or study or executive session by electronic means. A city council member intending to attend other than in person shall, when practicable, give the city clerk at least seventy-two hours' notice so that arrangements may be made; failure to give notice does not prevent the member from participating. To attend a regular meeting other than in person, a city council member shall attend by means that permit those persons attending the regular meeting in person or by other means and the city council member attending by other means to see and hear each other contemporaneously, and a city council member attending remotely will make every effort to ensure their camera remains on at all times. To attend a special meeting or study or executive session other than in person, a city council member shall attend by means that permit those persons attending in person or by other means and the city council member attending by other means to hear each other contemporaneously; and,

h. *Open Meetings and Public Records Training*. Each city council member newly elected or appointed to office, and each person appointed by the city council to a governmental body, shall complete training on the requirements of Iowa Code chapters 21 and 22 within ninety days of taking the oath of office or otherwise assuming the duties of office, as required by law. The city clerk shall retain each certificate of completion, which shall be available for public inspection.

RULE 2. AGENDA AND DEADLINES

a. *City Clerk*. The city clerk or the city clerk's designee shall prepare the agenda for each meeting of the city council. The city clerk or the city clerk's designee shall provide a copy of the agenda for any meeting of the city council, minutes of the previous meeting, and any other relevant reports or information to the mayor and the city council members at least ninety-six hours prior to the start of the meeting. The city clerk or the city clerk's designee shall also post by electronic or other suitable means a copy of these items at least ninety-six hours prior to the start of the meeting. To the extent allowed by law, in extraordinary circumstances the city clerk or the city clerk's designee shall grant an exception to this deadline if sought by the mayor.

b. *Mayor*. The mayor or the mayor's designee may place an item onto the agenda. The deadline for the mayor or the mayor's designee to submit an agenda item to the city clerk's office is ~~5pm~~ 5:00 p.m. on the date that is ten days prior to the council meeting at which the item is to be considered by the city council. The agenda item will contain all relevant and up-to-date information. In extraordinary circumstances and subject to Rule 2a, the city clerk or the city clerk's designee shall grant an exception to this deadline if sought by the mayor;

c. *City Council*. A city council member may place an item onto the agenda. The deadline for a city council member to submit an agenda item to the city clerk's office is noon on the date that is seven days prior to the council meeting at which the item is to be considered by the city council. The agenda item will contain all relevant and up-to-date information. In extraordinary circumstances and to the extent allowed by law, the city clerk or the city clerk's designee shall grant an exception to this deadline if consented to by two other city council members; and,

d. *Applications*. An applicant for an initial or renewal application for a permit or license shall file the application with the city clerk's office at least ten calendar days prior to a regular council meeting for the application to be included on the agenda for that regular council meeting. Any application filed after this deadline will be included on the agenda for the following regular council meeting or a special meeting if one is called for this purpose pursuant to Rule 1b. In extraordinary circumstances and to the extent allowed by law, the city clerk or the city clerk's designee shall grant an exception to this deadline if sought by the mayor or two city council members, in which case the agenda item will state the mayor's or council members' reason for the exception.

RULE 3. PRESIDING OFFICER

a. *Meetings*. The mayor shall chair meetings of the city council. In the absence of the mayor, the mayor pro tem shall chair a meeting of the city council. In the absence of the mayor and the mayor pro tem, the city council shall designate one of its members to chair a meeting of the city council. During each meeting of the city council, the chair shall preserve good order and decorum, state each agenda item in due course, and announce the decision of the city council on each agenda item; and the chair shall also decide all questions of order, except that a majority of the city council present may overrule the chair. When speaking at a regular or special meeting, the chair shall address the city council as a whole or a specific city council member by title ("Council Member <last name>") or in the third person (she, he, or they), as the case may be;

b. *Mayor Pro Tem*. By the first regular city council meeting each calendar year immediately following a calendar year in which a regular city election was held for the office of mayor, the mayor shall inform the city council which city council member has been designated by the mayor as mayor pro tem;

c. *Roles*. The city council is the policy-making body for the city. The mayor has no vote on matters before the city council. The mayor may take part in the discussions of the city council and may recommend to the council those measures that the mayor may deem necessary for the welfare of the people and efficient administration of the affairs of the city.

RULE 4. RULES OF ORDER

a. *Default Rules*. Robert's Rules of Order, current edition, is adopted as the procedural rules that apply to meetings of the city council on issues not specifically covered in these rules of procedure and, in case of a conflict between these rules of procedure and Robert's Rules of Order, current edition, these rules of procedure govern;

b. *Decorum*. Subject to Rule 3a, when wanting to speak, a city council member shall try not to interrupt another city council member; and a city council member speaking shall reasonably yield to another city council member who indicates a desire to speak. When speaking, a city council member shall remain on the topic at issue and avoid personal attacks and inappropriate language. When speaking at a regular or special meeting, a city council member shall address the city council as a whole or a fellow city council member or the mayor by title ("Council Member <last name>" or "Mayor <last name>" or "the Mayor") or in the third person (she, he, or they), as the case may be;

c. *Reconsideration*. A city council member who voted with the prevailing side on any motion may move to reconsider that motion if the reconsideration motion is made at the same meeting or next regular meeting of the city council. An absent city council member is deemed not to have voted with the prevailing side;

d. *Electronic Devices*. Persons attending a city council meeting shall turn off or switch to silent mode any electronic devices. Subject to Rule 1g, neither the mayor nor the city council members shall use electronic devices during a meeting to communicate with any person present or not present at the meeting, emergencies excepted; ~~and,~~

e. *Discussion Prior to Motion*. On any agenda item requiring city council action, discussion may occur before a motion is made. After an agenda item is introduced and any public hearing or public comment on the item is closed, the chair shall ask whether there is any discussion among the city council members. City council members may ask questions of staff, applicants, or one another and may state their positions on the item before any motion is made. When discussion has concluded, or at any time during discussion, a city council member may make a motion on the item. Once a motion has been made and seconded, further debate and any motion to end debate are governed by these rules of procedure and Robert's Rules of Order, current edition; and,

~~e.~~ f. *City Charter*. These rules of procedure are to be read and applied in a manner consistent with the City Charter.

RULE 5. VOTING

a. *Options*. When a vote is taken at a regular or special meeting, a city council member has three options:

1. a vote in favor of what is being proposed;
2. a vote against what is being proposed; or,
3. abstention.

A city council member may abstain if the city council member determines that an actual or perceived conflict of interest exists. A city council member may seek the advice of the city attorney in making this determination. If a city council member decides to abstain on a particular vote, the city council member must announce this fact at the regular or special meeting at which the vote is to occur, and that city council member shall not participate in any substantive discussion regarding the matter; and

b. *Vote by Roll Call*. Any city council member may compel a vote by roll call. Any matter in which a city council member has announced an intention to abstain requires a vote by roll call. Votes involving a city council member attending a meeting per Rule 1g may require a vote by roll call, if needed.

RULE 6. ORDINANCES, RESOLUTIONS, AND MOTIONS

a. *Ordinances*. Ordinances on first reading are placed on the consent agenda. An ordinance may be amended on first or second reading and advance to the next reading. An ordinance amended on second or subsequent reading requires an additional reading to pass into law, except

when the city council determines that the amendment does not increase the impact on persons or property affected by the amendment. The city council may waive on a four-fifths majority vote the third or subsequent reading of a proposed ordinance as long as that reading does not include an amendment that increases the impact on persons or property affected by the amendment;

b. *Resolutions*. Except as otherwise required by law or allowed by these rules of procedure, a resolution has only one reading;

c. *Motions*. Except as otherwise required by law or these rules of procedure, a majority vote of ~~the total number of members of~~a quorum of the city council is required for the passage of any motion. Passage of an ordinance, amendment, or resolution requires a majority vote of all of the members of the city council, as provided in Iowa Code section 380.4; and,

d. *Public Notice*. Except as required or allowed by law, the city council shall not take action on any matter at any meeting if that item was not placed on the agenda for that meeting. The city council may address and vote on ministerial matters, whether placed on the agenda for that meeting or not, during the "other business" portion of that meeting.

RULE 7. PUBLIC PARTICIPATION

a. *Study Sessions*. At study sessions, city staff and members or the public may take part in the proceedings if expressly allowed by the mayor or a city council member. This participation is not a right and is limited to the permission allowed.

Study Session presentations shall be limited to 10 minutes, excluding staff, unless prior approval of Mayor or Council Member is given. If available, presenters shall send their presentation (~~power point~~PowerPoint or handouts) to the City Clerk at least 4 days before the day of their presentation.

b. *Regular and Special Meetings*. At regular and special meetings, anyone may speak to the mayor and city council on any item on the agenda. Each person who would like to speak to the mayor and city council shall first obtain the chair's permission to speak and shall obey the following rules:

1) Must state name and ~~address~~city of residence for the record

2) Must not be argumentative, repetitive or cumulative

3) Must follow time restrictions (10 minutes for Public Hearing Items, 5 Minutes for all other items)

~~You May address the mayor or city council as a whole, and may engage in a discussion with a particular city council member or the mayor, they indicates a willingness to do so; any discussion counts towards the time limit.~~

4) May address the mayor and city council as a whole, and may engage in discussion with a particular city council member or the mayor if that person indicates a willingness to do so; any such discussion counts toward the speaker's time limit

~~4)~~ 5) No one other than ~~a~~the person ~~allowed~~recognized to speak (at the podium) shall speak or interrupt the meeting

c. *City Employees*. A city employee on personal time may speak to the mayor and city council, as a member of the public, for or against some particular issue under discussion by the city council. If an employee's comments are directed to conditions of employment or administrative policies and procedures, the city council may direct the city employee to pursue the matter through the normal administrative process; and,

d. *General Public Comment at Regular Meetings*. At regular meetings, members of the public may present petitions, requests, or statements within the time period generally set aside towards the end of each regular meeting for general public comment. Each person is limited to five minutes.

e. *Communication*. All electronic communication (email) shall be done using the City issued email only. Personal email addresses should not be used when conducting official business.

RULE 8. POSTING POLICY

The city clerk shall make available a copy of these rules of procedure, including those rules regarding public participation, within the city council chambers and also by electronic or other suitable means, for members of the general public to be able to see them. The city clerk may also post an explanation or helpful examples to assist the general public in understanding these rules of procedure, including those rules relating to public participation.

RULE 9. WAIVER OR AMENDMENT

By a four-fifths majority vote of the city council present, to the fullest extent permitted by law any of these rules of procedure may be waived in a particular instance. Amendments to these rules of procedure may be made by a four-fifths majority vote of the city council.

RULE 10. TRAVEL

When City Council Members are required to travel with 3 or more members, the City Clerk must accompany the quorum of Council Members. Unless required, travel shall be limited to 2 Council Members at a time. All travel arrangements must be made by the City Clerk. Travel accommodations must follow the guidelines as set out in Policy 401.

RULE 11. RECLASSIFICATION OR COMPENSATION OF EMPLOYEE UNDER CITY COUNCIL

If an employee under the City Council ~~wish~~wishes to have a review of their classification or compensation, they must follow the process as defined below:

a. ~~A.~~ Provide to all City Council Members a statement, including the request and the reasoning behind the request, along with any background or documentation needed.

b. ~~B~~. Once received, City Council shall direct the City Clerk to request an internal and external compensation analysis from the Human Resource Director or designee on behalf of City Council.

c.~~C~~. After receiving the report ~~form~~from HR, City Council shall direct the City Clerk to schedule a study session for discussion. At the ~~employees~~employee's request and as the law allows, this discussion may be done in a closed executive session. City Clerk shall request the

attendance of the Human Resource Director or designee, to answer any questions the Council may have.

D.~~D~~. At the end of such meeting, City Council shall request a resolution be drafted by the City Attorney and added to the agenda for approval.

~~Updated March 9, 2026.~~

RESOLUTION NO. 26-261

A RESOLUTION ADOPTING THE AMENDED CITY COUNCIL RULES OF PROCEDURE 2026.

WHEREAS, Iowa Code Chapter 380 authorizes the City Council to adopt rules governing its proceedings; and

WHEREAS, Rule 9 of the Council Rules of Procedure provides that amendments to the Rules of Procedure may be adopted upon the affirmative vote of four-fifths majority vote of the City Council; and

WHEREAS, the City Council has reviewed the proposed amendments to its Rules of Procedure attached hereto as “Exhibit A”, including revisions intended to clarify meeting procedures, agenda requirements, electronic attendance, voting procedures, public participation, and other matters relating to the orderly conduct of Council business; and

WHEREAS, it is in the best interest of the City to adopt the amendments as shows in Exhibit A, to promote efficient, transparent, and lawful conduct of City Council meetings.

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

That the amended City Council Rules of Procedure 2026 are hereby approved and adopted.

ADOPTED
AND
APPROVED: July 27, 2026.

_____
JILL K. ALMONTE Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Parks and Recreation

Case/Project No.: R27-02

Subject/Title

Resolution 26-262
Resolution authorizing the Mayor and City Clerk to enter into an agreement and award a contract in the amount of $238,000.00 to Fluid Mechanical, LLC for the Pirate Cover Filter Replacement, Project R27-02.

Background/Discussion

The City Council approved $225,000 for the engineering and construction of the Pirate Cove Filter Replacement in the FY27 CIP. Pirate Cove Water Park currently operates using a high-rate sand filter system that is approximately 35 years old. The system has been leaking and components of the system have become obsolete.

Three bids were received for the project with Fluid Mechanical, LLC being the apparent low bidder with a bid in the amount of $238,000.00. ETI's design fee for the project is $14,500.00. Accordingly, the total project cost is currently $27,500.00 over the CIP allocation.

A value engineering process has been initiated to identify cost-saving opportunities without reducing the intended project scope. Any accepted cost-saving measures will be incorporated into the project by change order following award of the Base Bid contract.

The Parks Department will also work to identify funds within the operating budget that can be reallocated to cover any remaining project budget deficit.

The planned project schedule is as follows:

Award - July 27, 2026

Construction Start - September 2026

Construction Completion - October 2026

Staff Recommendation

Approve resolution authorizing the Mayor and City Clerk to enter into an agreement and award

a contract in the amount of $238,000.00 to Fluid Mechanical, LLC for the Pirate Cover Filter Replacement, Project R27-02.

Attachments

Bid Tab
26-262.doc

Prepared by: Zach Smith
Approved by: Zach Smith

9.C

Event Number	PURCH - 2026 - 42 Addendum 2	**Organization**	City of Council Bluffs Purchasing
Event Title	Pirate Cove Water Park Pool Filter Replacement, Project #R27-02	**Workgroup**	Purchasing
Event Description	The City of Council Bluffs is requesting bids for all work set forth in the plans, specifications, and proposals for this project.	**Event Owner**	Mallory Davis
Event Type	Public Improvement Project - Bid	**Email**	mdavis@councilbluffs-ia.gov
Issue Date	6/23/2026 10:12:33 AM (CT)	**Phone**	
Close Date	7/15/2026 10:00:00 AM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Fluid Mechanical, LLC	Kennard	NE	7/15/2026 09:34:53 AM (CT)	1	$238,000.00
Xtreme Heating and Cooling	Omaha	NE	7/15/2026 09:14:58 AM (CT)	1	$251,910.00
Sentry Aquatic Innovations (Sentry Valve Co Inc)	Woodward	IA	7/15/2026 09:58:50 AM (CT)	1	$472,859.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

RESOLUTION NO. 26-262

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT AND AWARD A CONTRACT IN THE AMOUNT OF $238,000.00 TO FLUID MECHANICAL, LLC FOR THE PIRATE COVE FILTER REPLACEMENT, PROJECT R27-02

WHEREAS, the City Council approved $225,000 for replacement of the Pirate Cove Filter system in the FY27 CIP; and,

WHEREAS, Pirate Cove Water Park currently operates using a high-rate sand filter system that is approximately 35 years old; and,

WHEREAS, the system is currently leaking and components of the system have become obsolete; and,

WHEREAS, three bids were received for the project with Fluid Mechanical, LLC being the apparent low bidder with a bid in the amount of $238,000.00; and,

WHEREAS, the remaining funding available for construction within the project budget is $210,500.00; and,

WHEREAS, a process has been initiated to identify cost-saving opportunities and identify funds within the Parks Department operating budget to offset the $27,500.00 project budget deficit; and,

WHEREAS, the City Council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized, empowered and directed to execute a contract in the amount of $238,000.00 for the Pirate Cove Filter Replacement, Project R27-02 with Fluid Mechanical, LLC.

ADOPTED
AND
APPROVED July 27, 2026

JILL K. ALMONTE Mayor

Attest: JODI QUAKENBUSH City Clerk

Applicant

Name of Legal Entity : ALIBI BAR & GRILL LLC
Business Name (DBA) : ALIBI BAR & GRILL
Business Type : Limited Liability Company
Insurance Company : COTERIE INSURANCE

☐RENEWAL ☒NEW ☐SPECIAL EVENT
POLICE _____ Local Amt _____
FIRE _____ Endorsed _____
BUILDING RS Issued _____
ZONING ✓ Expires _____
Council 7/27/26

Premises Address

Street : 164 W BROADWAY
Suite/Apt :
City : COUNCIL BLUFFS
County : POTTAWATTAMIE
State : IOWA
ZIP : 51503-4311

Mailing Address

Street : 1415 AVENUE B
Suite/Apt :
City : COUNCIL BLUFFS
County : POTTAWATTAMIE
State : IOWA
ZIP : 51501-2655

STILL NEED
- ☑ Deed/Lease
- ☑ Sketch
- ☑ Background Info Sheet
- ☑ Criminal background check

Application Information

Application ID : 0-010-846-408
Application Type : Class "C" Retail Alcohol License (LC) Application
Current Stage : Dramshop Review
Premises Type : Bar/Tavern
Term : 12 months
Effective Date : 01-Aug-2026
Expiration Date : 31-Jul-2027

Contact Information

Name : JONATHAN ROBERTS
Phone Number : (531) 772-0385
Email : atlustowing@gmail.com

ⓘ Application history that predates November of 2022 is not accessible online. Please make a Public Records Request for this information.

Application History

Application ID	Application Type	Stage	Date
0-010-846-408	Class "C" Retail Alcohol License (LC) Application	Dramshop Review	02-Jul-2026
0-010-846-408	Class "C" Retail Alcohol License (LC) Application	New	02-Jul-2026

Ownership

Name : ROBERTS, JONATHAN
% of Ownership : 100.0000
Position : Owner

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING RS Issued _____

ZONING ✓ Expires _____

Council 7/27/26

Business Information

Name of Legal Entity : DNJP0426 LLC

Business Type : Limited Liability Company

SOS Business Number : 529900

Permit/License Details

License Number : LC0042841

Premises DBA : BUCKSNORT GRILL AND SPORTS BAR

Premises Address : 25 SCOTT ST COUNCIL BLUFFS IA 51503-0783

Permit/License Type : Class "C" Retail Alcohol License (LC)

Permit/License Length : 12 months

Permit/License Effective Date : 01-Sep-2026

Permit/License Expiration Date : 31-Aug-2027

Sales and Use Permit/License Number : 304206215

Premise Type : Restaurant

Contact Name : JULE CARBERRY PLEAS

Contact Phone : 712-309-1140

Contact Phone Extension :

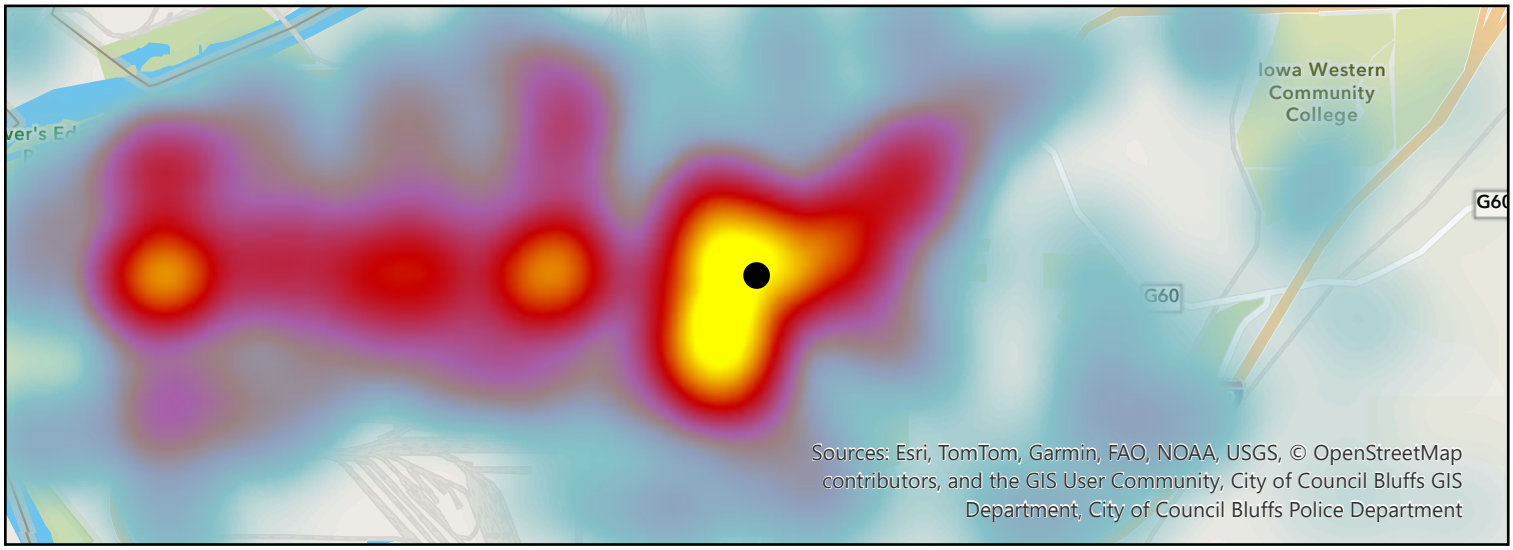
Contact Email Address : bigdpleas@yahoo.com

Council Bluffs Police Department
Alcohol Permit Renewal Review

BUCKSNORT GRILL AND SPORTS BAR

25 SCOTT ST, COUNCIL BLUFFS, IA 51503
License Term: 2025-09-01 - 2026-08-31

Total Calls: 8 Citations: 0



Green = No Issues
Yellow = Minor Issues
Red = Major Issues

Status: Green

Narrative:

☐RENEWAL ☐NEW ☒SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING 135 Issued _____

ZONING ✓ Expires _____

Council 7/27/26

Business Information

Name of Legal Entity : WINETIME,LLC

Business Type : Limited Liability Company

SOS Business Number : 768498

Permit/License Details

License Number : 0-010-926-084

Application Number : 0-010-926-084

Premises DBA : COUNCIL BLUFFS FM

Premises Address : 100 PEARL STREET COUNCIL BLUFFS IA 51503

Permit/License Type : Special Class "C" Retail Alcohol License (BW)

Permit/License Length : 5 days

Permit/License Effective Date : 04-Aug-2026

Permit/License Expiration Date : 08-Aug-2026

Sales and Use Permit/License Number : 300501437

Premise Type : Special Event

Contact Name : LORI DAILEY

Contact Phone : 708-903-0076

Contact Phone Extension :

Contact Email Address : luckywifewineslushies9@gmail.com

☐RENEWAL ☐NEW ☒SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING LS Issued _____

ZONING ✓ Expires _____

Council 7/27/26

Business Information

Name of Legal Entity : WINETIME,LLC

Business Type : Limited Liability Company

SOS Business Number : 768498

Permit/License Details

License Number : 0-010-917-889

Application Number : 0-010-917-889

Premises DBA : COUNCIL BLUFFS FM

Premises Address : 100 PEARL STREET COUNCIL BLUFFS IA 50250

Permit/License Type : Special Class "C" Retail Alcohol License (BW)

Permit/License Length : 5 days

Permit/License Effective Date : 17-Aug-2026

Permit/License Expiration Date : 21-Aug-2026

Sales and Use Permit/License Number : 300501437

Premise Type : Special Event

Contact Name : LORI DAILEY

Contact Phone : 708-903-0076

Contact Phone Extension :

Contact Email Address : luckywifewineslushies9@gmail.com

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____	Local Amt _____
FIRE _____	Endorsed _____
BUILDING RS	Issued _____
ZONING ✓	Expires _____
	Council 7-27-26

Business Information

Name of Legal Entity : TRACE ENTERPRISES INC

Business Type : Corporation

SOS Business Number : 480961

Permit/License Details

License Number : LG0000867

Premises DBA : D&S XPRESS

Premises Address : 2924 N BROADWAY COUNCIL BLUFFS IA 51503-0307

Permit/License Type : Class "B" Retail Alcohol License (LG)

Permit/License Length : 12 months

Permit/License Effective Date : 29-Aug-2026

Permit/License Expiration Date : 28-Aug-2027

Sales and Use Permit/License Number : 178025669

Premise Type : Convenience Store

Contact Name : DONALD W DOEBELIN JR

Contact Phone : 402-659-2973

Contact Phone Extension :

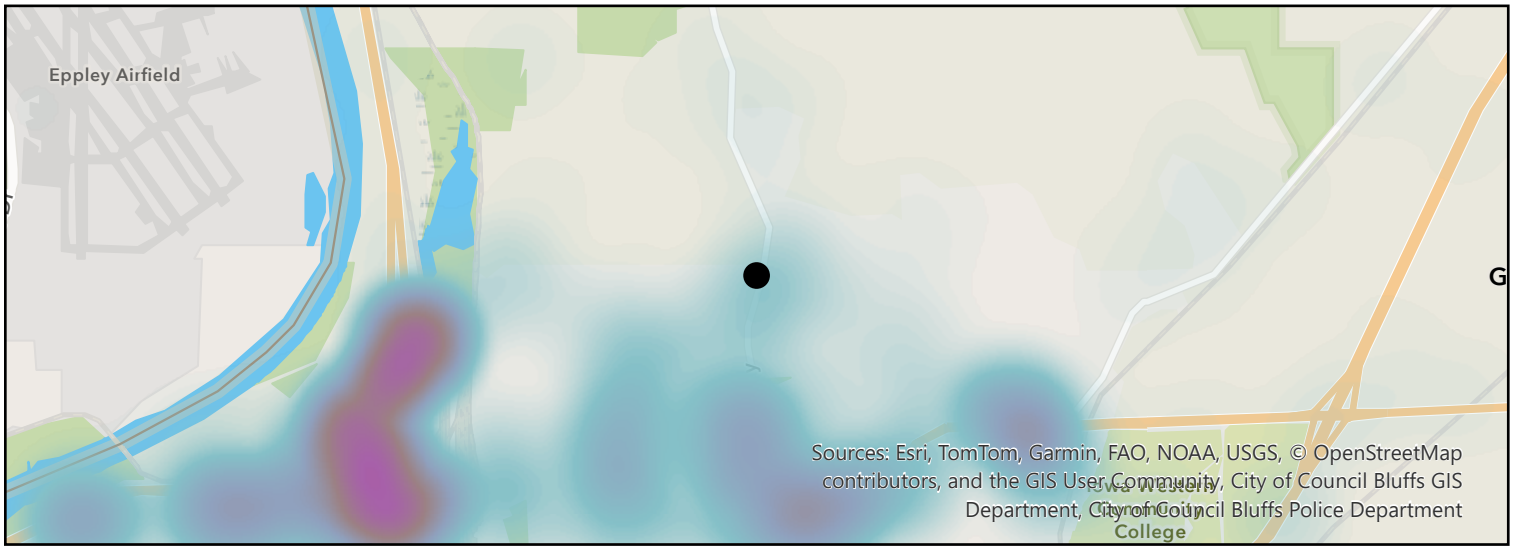
Contact Email Address : ddoebelin@cox.net

Council Bluffs Police Department
Alcohol Permit Renewal Review

D&S XPRESS

2924 N BROADWAY ST, COUNCIL BLUFFS, IA 51503
License Term: 2025-08-29 - 2026-08-28

Total Calls: 6 Citations: 0



Green = No Issues
Yellow = Minor Issues
Red = Major Issues

Status: Green

Narrative:

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____	Local Amt _____
FIRE _____	Endorsed _____
BUILDING BS	Issued _____
ZONING ✓	Expires _____
	Council 7-21-26

Business Information

Name of Legal Entity : TRACE ENTERPRISES INC

Business Type : Corporation

SOS Business Number : 480961

Permit/License Details

License Number : LG0000868

Premises DBA : D&S XPRESS

Premises Address : 1220 N 25TH ST COUNCIL BLUFFS IA 51501-0849

Permit/License Type : Class "B" Retail Alcohol License (LG)

Permit/License Length : 12 months

Permit/License Effective Date : 29-Aug-2026

Permit/License Expiration Date : 28-Aug-2027

Sales and Use Permit/License Number : 307108425

Premise Type : Convenience Store

Contact Name : DONALD W DOEBELIN JR.

Contact Phone : 402-659-2973

Contact Phone Extension :

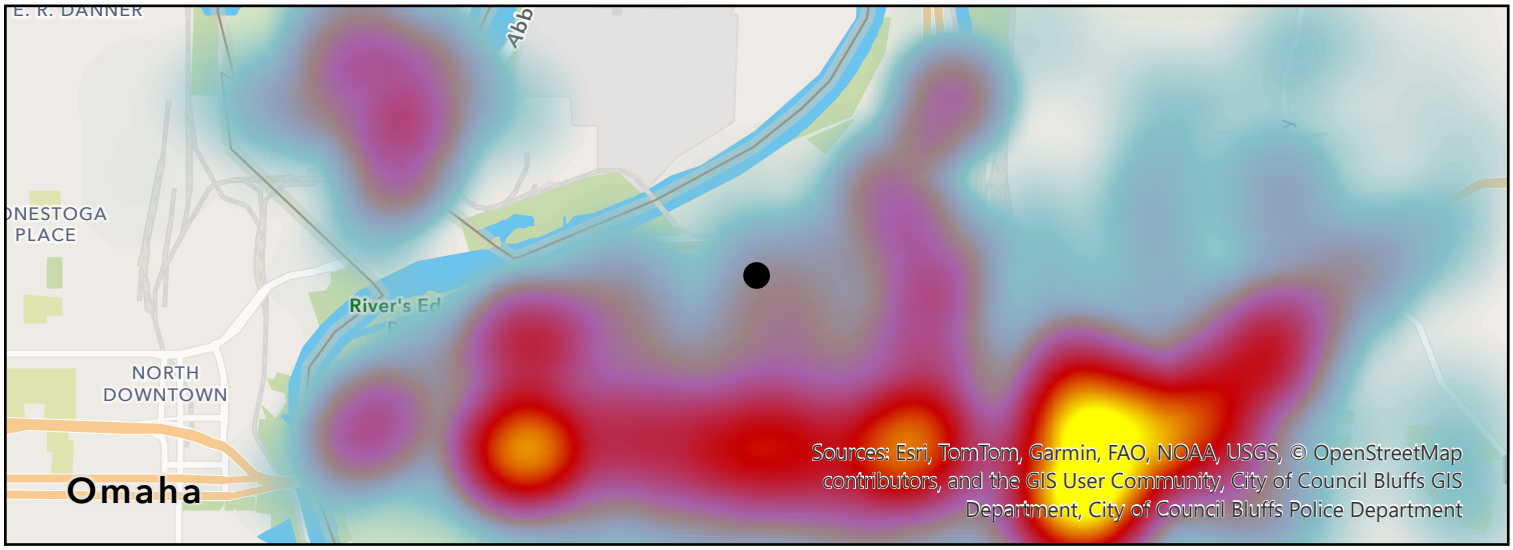
Contact Email Address : ddoebelin@cox.net

Council Bluffs Police Department
Alcohol Permit Renewal Review

D&S XPRESS

1220 N 25TH ST, COUNCIL BLUFFS, IA 51501
License Term: 2025-08-29 - 2026-08-28

Total Calls: 16 Citations: 0



Green = No Issues
Yellow = Minor Issues
Red = Major Issues

Status: Green

Narrative:

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING RS Issued _____

ZONING ✓ Expires _____

Council 1-27-26

Business Information

Name of Legal Entity : QSL LLC

Business Type : Limited Liability Company

SOS Business Number : 338579

Permit/License Details

License Number : LC0035587

Premises DBA : QUAKER STEAK AND LUBE

Premises Address : 3320 MID AMERICA DR COUNCIL BLUFFS IA 51501-7073

Permit/License Type : Class "C" Retail Alcohol License (LC)

Permit/License Length : 12 months

Permit/License Effective Date : 15-Aug-2026

Permit/License Expiration Date : 14-Aug-2027

Sales and Use Permit/License Number :

Premise Type : Restaurant

Contact Name : CHRIS MORRIS

Contact Phone : 712-322-0101

Contact Phone Extension :

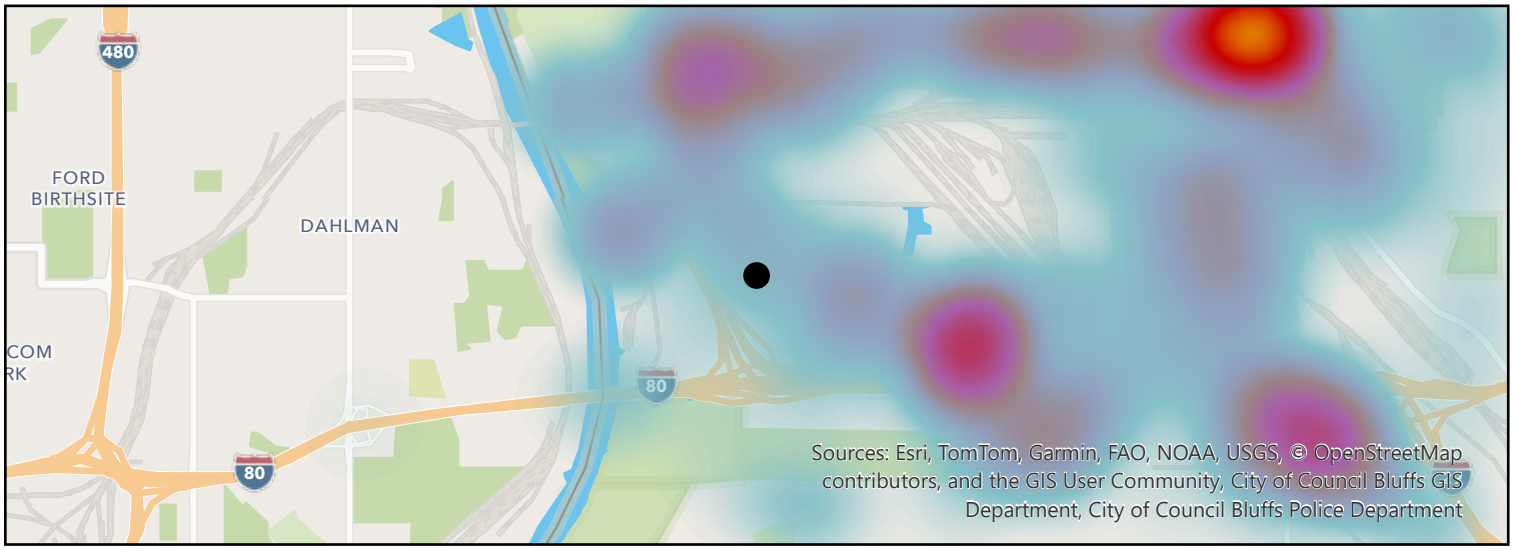
Contact Email Address : chrisecm2@gmail.com

Council Bluffs Police Department
Alcohol Permit Renewal Review

QUAKER STEAK AND LUBE

3320 MID AMERICA DR, COUNCIL BLUFFS, IA 51501
License Term: 2025-08-15 - 2026-08-14

Total Calls: 7 Citations: 0



Green = No Issues
Yellow = Minor Issues
Red = Major Issues

Status: Green

Narrative:

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING PCS Issued _____

ZONING ✓ Expires _____

Council 7-27-26

Business Information

Name of Legal Entity : CORPUS CHRISTI CATHOLIC CHURCH

Business Type : Corporation

SOS Business Number : 419085

Permit/License Details

License Number : LC0030794

Premises DBA : QUEEN OF APOSTLES CHURCH

Premises Address : 3304 4TH AVE COUNCIL BLUFFS IA 51501-3323

Permit/License Type : Class "C" Retail Alcohol License (LC)

Permit/License Length : 12 months

Permit/License Effective Date : 09-Aug-2026

Permit/License Expiration Date : 08-Aug-2027

Sales and Use Permit/License Number : 178026478

Premise Type : Church

Contact Name : MIKE SWANSON

Contact Phone : 712-310-7562

Contact Phone Extension :

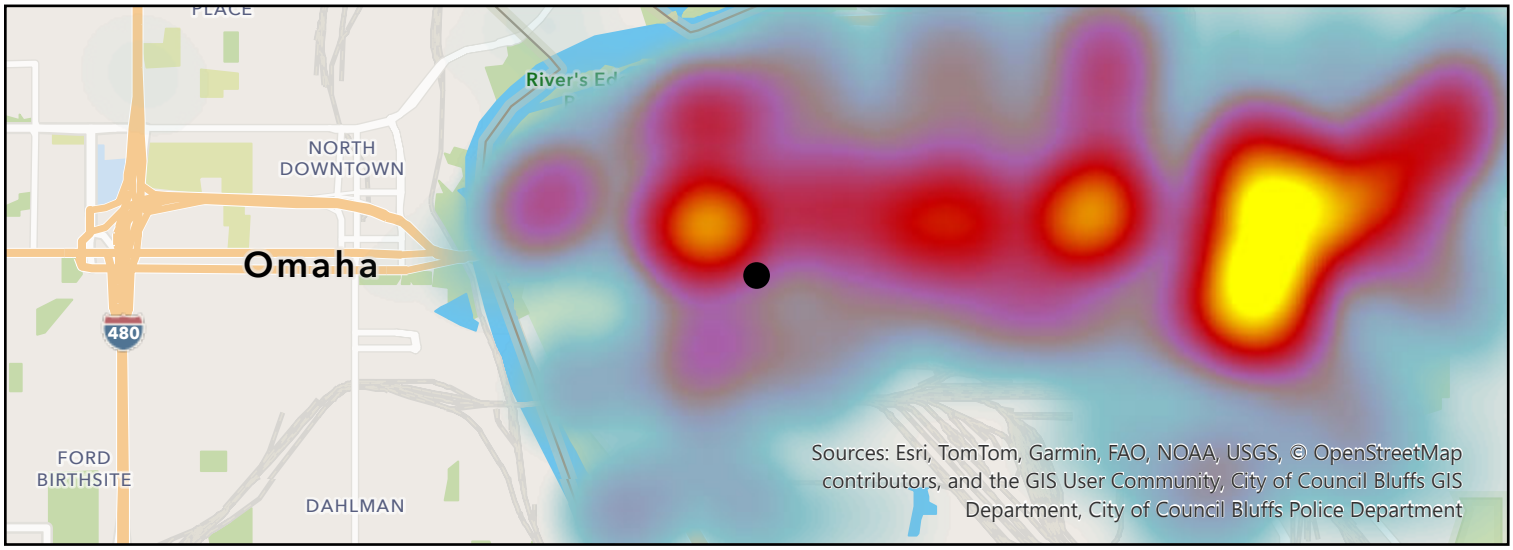
Contact Email Address : p.swanson@cox.net

Council Bluffs Police Department
Alcohol Permit Renewal Review

QUEEN OF APOSTLES CHURCH

3304 4TH AVE, COUNCIL BLUFFS, IA 51501
License Term: 2025-08-09 - 2026-08-08

Total Calls: 6 Citations: 0



Green = No Issues
Yellow = Minor Issues
Red = Major Issues

Status: Green

Narrative:

(Renewal)

☐RENEWAL ☒NEW ☐SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING 125 ✓ Issued _____

ZONING _____ Expires _____

Council 7/27/26

Business Information

Name of Legal Entity : ARMINICA LLC

Business Type : Limited Liability Company

SOS Business Number : 0874998

Permit/License Details

License Number : 0-010-902-117

Application Number : 0-010-902-117

Premises DBA : THE HUT

Premises Address : 429 VETERANS MEMORIAL HWY
COUNCIL BLUFFS IA 51501-8416

Permit/License Type : Class "E" Retail Alcohol License (LE)

Permit/License Length : 12 months

Permit/License Effective Date : 15-Jul-2026

Permit/License Expiration Date : 14-Jul-2027

Sales and Use Permit/License Number : 301708739

Premise Type : Convenience Store

Contact Name : NEIL ARMANI

Contact Phone : 210-815-3228

Contact Phone Extension :

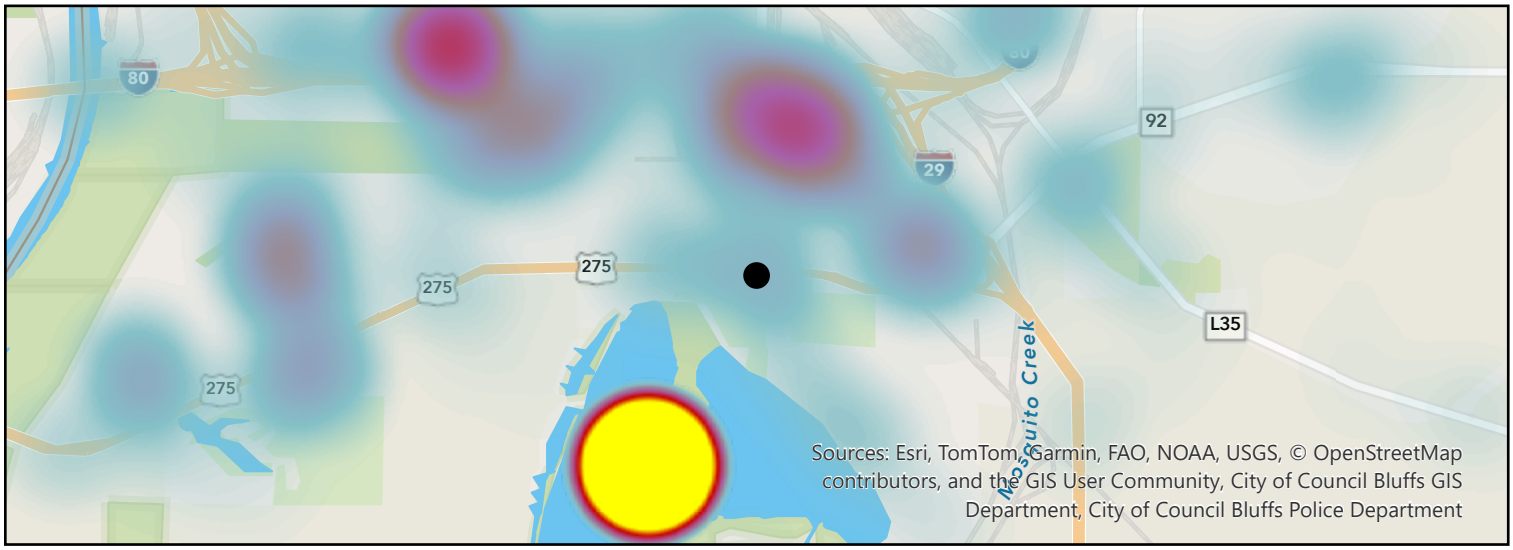
Contact Email Address : armanineil@yahoo.com

Council Bluffs Police Department
Alcohol Permit Renewal Review

TOBACCO HUT #18

429 VETERANS MEMORIAL HWY, COUNCIL BLUFFS, IA 51501
License Term: 2026-01-29 - 2027-01-28

Total Calls: 5 Citations: 0



Green = No Issues
Yellow = Minor Issues
Red = Major Issues

Status: Green

Narrative:

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____	Local Amt _____
FIRE _____	Endorsed _____
BUILDING RCS	Issued _____
ZONING ✓	Expires _____
	Council 7-27-26

Business Information

Name of Legal Entity : GMRI INC

Business Type : Corporation

SOS Business Number : 47297

Permit/License Details

License Number : LC0037943

Premises DBA : THE OLIVE GARDEN ITALIAN RESTAURANT #1856

Premises Address : 3707 DENMARK DR COUNCIL BLUFFS IA 51501-7704

Permit/License Type : Class "C" Retail Alcohol License (LC)

Permit/License Length : 12 months

Permit/License Effective Date : 01-Sep-2026

Permit/License Expiration Date : 31-Aug-2027

Sales and Use Permit/License Number : 178024726

Premise Type : Restaurant

Contact Name : VALERIE NIEVES

Contact Phone : 407-245-5393

Contact Phone Extension :

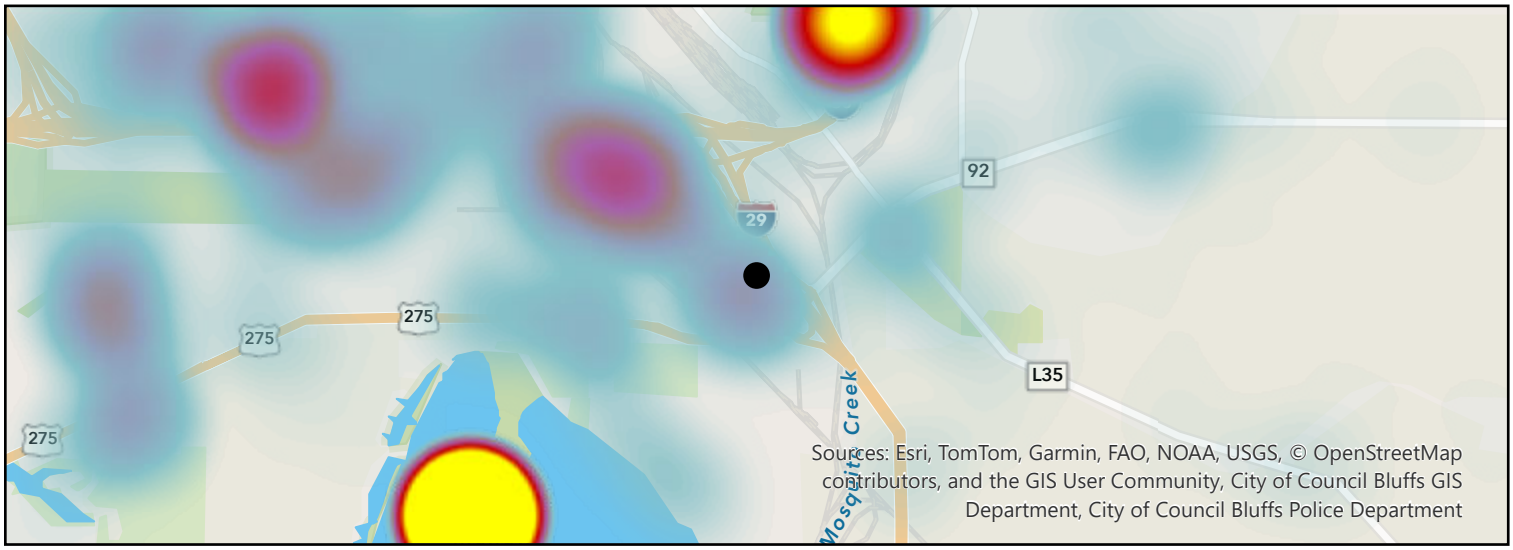
Contact Email Address : licensinglaw@darden.com

Council Bluffs Police Department
Alcohol Permit Renewal Review

THE OLIVE GARDEN ITALIAN RESTAURANT #1856

3707 DENMARK DR, COUNCIL BLUFFS, IA 51501
License Term: 2025-09-01 - 2026-08-31

Total Calls: 7 Citations: _____



Green = No Issues
Yellow = Minor Issues
Red = Major Issues

Status: Green

Narrative:

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING RG Issued _____

ZONING ✓ Expires _____

Council 7/27/26

Business Information

Name of Legal Entity : WALMART INC

Business Type : Corporation

SOS Business Number : 51094

Permit/License Details

License Number : LE0000981

Premises DBA : WAL-MART SUPERCENTER #1965

Premises Address : 3200 MANAWA DR COUNCIL BLUFFS IA 51503

Permit/License Type : Class "E" Retail Alcohol License (LE)

Permit/License Length : 12 months

Permit/License Effective Date : 01-Sep-2026

Permit/License Expiration Date : 31-Aug-2027

Sales and Use Permit/License Number : 178019710

Premise Type : Discount Store

Contact Name : TAYLOR MAAS

Contact Phone : 479-224-1443

Contact Phone Extension :

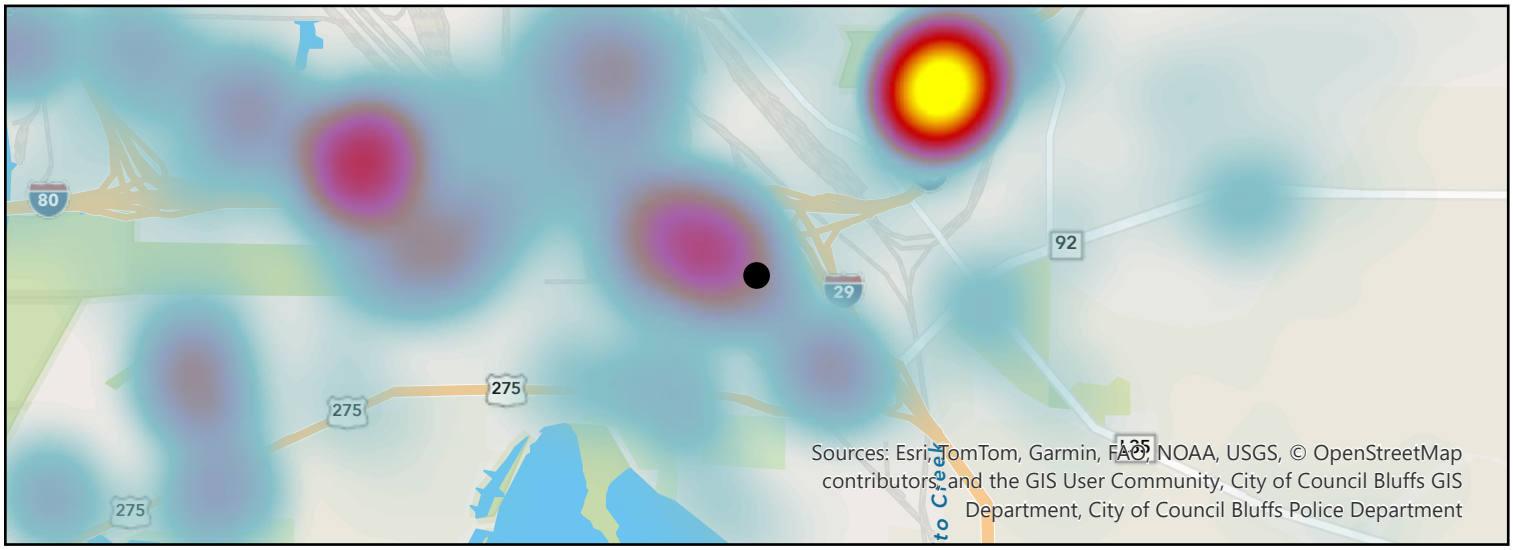
Contact Email Address : complic@wal-mart.com

Council Bluffs Police Department
Alcohol Permit Renewal Review

WALMART

3201 MANAWA CENTRE DR, COUNCIL BLUFFS, IA 51501
License Term: 2025-09-01 - 2026-08-31

Total Calls: 214 Citations: 0



Green = No Issues
Yellow = Minor Issues
Red = Major Issues

Status: Green

Narrative:

Retail Tobacco License Review

CITY OF COUNCIL BLUFFS
1909373801

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: BLUFF STOP LLC
Type of ownership	: Limited Liability Company
Primary office address	: 600 SW HICKORY GLN GRIMES IA 50111-2249
Legal Ownership Phone	: 515-639-5765
Legal Ownership Email	: bluffstop02@gmail.com

Application Information

Sales and Use Permit Number	: 301804639
Location Name	: BLUFF STOP LLC
Location Phone Number	: 515-639-5765
Location Address	: 701 16TH AVE COUNCIL BLUFFS IA 51501-6378
Location Mailing Address	: 600 SW HICKORY GLN GRIMES IA 50111-2249
Renewal	: No
Start Date	: 05-Aug-2026
End Date	: 30-Jun-2027
License Fee	: 100.00
Types of Sales	: Over the Counter
Type of Establishment	: Liquor store
Types of Products Sold	: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products
Do you intend to make retail sales to ultimate consumers?	: Yes
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:	: No

Ownership Details

Suppliers List

A list of suppliers for cigarettes, tobacco, alternative nicotine, and vapor products must be included with all retail tobacco permit applications. Applicants may submit this information in text form or as a PDF upload. Local authorities may review this information during the application review process.

core mark

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision

Approve	Deny

Retail Tobacco License Review

CITY OF COUNCIL BLUFFS
1909373801

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: FROEHLICH, RODNEY
Type of ownership	: Sole Proprietor
Primary office address	: 1417 W BROADWAY STE B COUNCIL BLUFFS IA 51501-3922
Legal Ownership Phone	: 402-913-5383
Legal Ownership Email	: froehlich@centurylink.net

Application Information

Sales and Use Permit Number	: 178026429
Location Name	: PHEROMONES GLASS & GIFTS LLC
Location Phone Number	: 712-323-0404
Location Address	: 1417 W BROADWAY STE B COUNCIL BLFS IA 51501
Location Mailing Address	: 2034 N 64TH ST OMAHA NE 68104-4714
Renewal	: Yes
Start Date	: 09-Jul-2026
End Date	: 30-Jun-2027
License Fee	: 100.00
Types of Sales	: Over the Counter
Type of Establishment	: Alternative nicotine/vapor store
Types of Products Sold	: Tobacco, Vapor Products
Do you intend to make retail sales to ultimate consumers?	: Yes
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:	: No

Ownership Details

Suppliers List

A list of suppliers for cigarettes, tobacco, alternative nicotine, and vapor products must be included with all retail tobacco permit applications. Applicants may submit this information in text form or as a PDF upload. Local authorities may review this information during the application review process.

Maverick Distribution
Midwest Distribution
HS Wholesale

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision

Approve	Deny

Retail Tobacco License Review

CITY OF COUNCIL BLUFFS
1909373801

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: ARMINICA LLC
Type of ownership	: Limited Liability Company
Primary office address	: 429 VETERANS MEMORIAL HWY COUNCIL BLUFFS IA 51501-8416
Legal Ownership Phone	: 210-815-3228
Legal Ownership Email	: armanineil@yahoo.com

Application Information

Sales and Use Permit Number	: 301708739
Location Name	: THE HUT
Location Phone Number	: 712-366-1873
Location Address	: 429 VETERANS MEMORIAL HWY COUNCIL BLUFFS IA 51501-8416
Location Mailing Address	: 429 VETERANS MEMORIAL HWY COUNCIL BLUFFS IA 51501-8416
Renewal	: No
Start Date	: 09-Jul-2026
End Date	: 30-Jun-2027
License Fee	: 100.00
Types of Sales	: Over the Counter
Type of Establishment	: Alternative nicotine/vapor store, Convenience store/gas station, Liquor store, Tobacco store
Types of Products Sold	: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products
Do you intend to make retail sales to ultimate consumers?	: Yes
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:	: No

Ownership Details

Suppliers List

A list of suppliers for cigarettes, tobacco, alternative nicotine, and vapor products must be included with all retail tobacco permit applications. Applicants may submit this information in text form or as a PDF upload. Local authorities may review this information during the application review process.

Coremark
Amcon
Hewett

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision

Approve	Deny

Retail Tobacco License Review

CITY OF COUNCIL BLUFFS
1909373801

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: TA OPERATING LLC
Type of ownership	: Corporation
Primary office address	: 24601 CENTER RIDGE RD STE 200 WESTLAKE OH 44145-5677
Legal Ownership Phone	: 440-808-7397
Legal Ownership Email	: tax@ta-petro.com

Application Information

Sales and Use Permit Number	: 178020940
Location Name	: TRAVEL CENTERS OF AMERICA
Location Phone Number	: 440-808-7397
Location Address	: 3210 S 7TH ST COUNCIL BLFS IA 51501-8068
Location Mailing Address	: 24601 CENTER RIDGE RD STE 200 WESTLAKE OH 44145-5677
Renewal	: Yes
Start Date	: 10-Jul-2026
End Date	: 30-Jun-2027
License Fee	: 100.00
Types of Sales	: Over the Counter
Type of Establishment	: Convenience store/gas station
Types of Products Sold	: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products
Do you intend to make retail sales to ultimate consumers?	: Yes
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:	: No

Ownership Details

ALVARADO, JASON	Secretary	6219 WYNNWOOD LANE HOUSTON TX 77008
POLACHEK III, MICHAEL	Director	5092 FITCH DRIVE SHEFFIELD VILLAGE OH 44054
NORDIN, JASON	Chief Executive Officer	9109 GREY POINTE DR KNOXVILLE TN 37922-8533
CARLEY, PAUL	VP, Chief Financial Officer & Treasurer	1606 FOREST AVE WILMETTE IL 60091-1530
TRAVELCENTERS OF AMERICA INC.	Company	24601 CENTER RIDGE ROAD WESTLAKE OH 44145

Suppliers List

A list of suppliers for cigarettes, tobacco, alternative nicotine, and vapor products must be included with all retail tobacco permit applications. Applicants may submit this information in text form or as a PDF upload. Local authorities may review this information during the application review process.

Coremark

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision

Approve	Deny

Retail Tobacco License Review

CITY OF COUNCIL BLUFFS
1909373801

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: VIP SMOKE SHOP LLC
Type of ownership	: Limited Liability Company
Primary office address	: 305 E BROADWAY COUNCIL BLUFFS IA 51503-4415
Legal Ownership Phone	: 402-804-9701
Legal Ownership Email	: hbmanagement-services@outlook.com

Application Information

Sales and Use Permit Number	: 300801039
Location Name	: VIP SMOKE SHOP
Location Phone Number	: 402-804-9701
Location Address	: 305 E BROADWAY COUNCIL BLUFFS IA 51503-4415
Location Mailing Address	: 4538 S 140TH ST OMAHA NE 68137-4502
Renewal	: Yes
Start Date	: 09-Jul-2026
End Date	: 30-Jun-2027
License Fee	: 100.00
Types of Sales	: Over the Counter
Type of Establishment	: Alternative nicotine/vapor store, Tobacco store
Types of Products Sold	: Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products
Do you intend to make retail sales to ultimate consumers?	: Yes
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step:	: No

Ownership Details

Suppliers List

A list of suppliers for cigarettes, tobacco, alternative nicotine, and vapor products must be included with all retail tobacco permit applications. Applicants may submit this information in text form or as a PDF upload. Local authorities may review this information during the application review process.

Demand Vape
Maverick Distribution
Saint's Go Distributing
Wildhorse
ITG Brands, LLC
R.J. Reynolds Tobacco Company

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision

Approve	Deny

Device Retailer License Review

CITY OF COUNCIL BLUFFS
1909373801

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: FROEHLICH, RODNEY
Type of ownership	: Sole Proprietor
Primary office address	: 1417 W BROADWAY STE B COUNCIL BLUFFS IA 51501-3922
Legal Ownership Phone	: 402-913-5383
Legal Ownership Email	: froehlich@centurylink.net

Application Information

Sales Permit Number:	: 178026429
Location Name	: PHEROMONES GLASS & GIFTS LLC
Location Phone Number	: 712-323-0404
Location Address	: 1417 W BROADWAY STE B COUNCIL BLFS IA 51501
Location Mailing Address	: 2034 N 64TH ST OMAHA NE 68104-4714
Renewal	: No
Start Date	: 10-Jul-2026
End Date	: 30-Jun-2027
License Fee	: 1,500.00
Types of Sales	: Over the Counter
Type of Establishment	: Alternative nicotine/vapor store
Does this retail location ensure that no person younger than 21 years of age is present or permitted to enter at any time?	: Yes

Ownership Details

To be eligible to apply for a device retailer permit, your business must have a valid retail tobacco permit and a sales and use tax permit for this location. The annual permit fee is $1,500. The annual permit fee is not prorated, and there is no proration for new permit applications that are effective for less than the 12-month permit year. All permits expire on June 30 each year. **The Department cannot refund your $1,500 annual permit fee, and the fee is non-refundable if your application is denied for any reason.**

It is recommended that you contact the local jurisdiction (city or county) where the retail establishment is located to confirm any additional local requirements.

☐ I acknowledge that I have read and understand these requirements and am responsible for complying with all state and local regulations.

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Does this retailer hold a valid retail tobacco permit at this location?

Yes	No

Select a Decision

Approve	Deny

Device Retailer License Review

CITY OF COUNCIL BLUFFS
1909373801

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: VAPEOLOGY SMOKE SHOP LLC
Type of ownership	: Limited Liability Company
Primary office address	: 1531 2ND AVE COUNCIL BLUFFS IA 51501-3908
Legal Ownership Phone	: 402-686-9822
Legal Ownership Email	: omahatobacco@gmail.com

Application Information

Sales Permit Number:	: 302307821
Location Name	: VAPEOLOGY SMOKE SHOP
Location Phone Number	: 712-352-0153
Location Address	: 1531 2ND AVE COUNCIL BLUFFS IA 51501-3908
Location Mailing Address	: 4538 S 140TH ST OMAHA NE 68137-4502
Renewal	: No
Start Date	: 08-Jul-2026
End Date	: 30-Jun-2027
License Fee	: 1,500.00
Types of Sales	: Over the Counter
Type of Establishment	: Alternative nicotine/vapor store, Tobacco store
Does this retail location ensure that no person younger than 21 years of age is present or permitted to enter at any time?	: Yes

Ownership Details

To be eligible to apply for a device retailer permit, your business must have a valid retail tobacco permit and a sales and use tax permit for this location. The annual permit fee is $1,500. The annual permit fee is not prorated, and there is no proration for new permit applications that are effective for less than the 12-month permit year. All permits expire on June 30 each year. **The Department cannot refund your $1,500 annual permit fee, and the fee is non-refundable if your application is denied for any reason.**

It is recommended that you contact the local jurisdiction (city or county) where the retail establishment is located to confirm any additional local requirements.

☐ I acknowledge that I have read and understand these requirements and am responsible for complying with all state and local regulations.

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Does this retailer hold a valid retail tobacco permit at this location?

Yes	No

Select a Decision

Approve	Deny

Device Retailer License Review

CITY OF COUNCIL BLUFFS
1909373801

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: VIP SMOKE SHOP LLC
Type of ownership	: Limited Liability Company
Primary office address	: 305 E BROADWAY COUNCIL BLUFFS IA 51503-4415
Legal Ownership Phone	: 402-804-9701
Legal Ownership Email	: hbmanagement-services@outlook.com

Application Information

Sales Permit Number:	: 300801039
Location Name	: VIP SMOKE SHOP
Location Phone Number	: 402-804-9701
Location Address	: 305 E BROADWAY COUNCIL BLUFFS IA 51503-4415
Location Mailing Address	: 4538 S 140TH ST OMAHA NE 68137-4502
Renewal	: No
Start Date	: 09-Jul-2026
End Date	: 30-Jun-2027
License Fee	: 1,500.00
Types of Sales	: Over the Counter
Type of Establishment	: Alternative nicotine/vapor store, Tobacco store
Does this retail location ensure that no person younger than 21 years of age is present or permitted to enter at any time?	: Yes

Ownership Details

To be eligible to apply for a device retailer permit, your business must have a valid retail tobacco permit and a sales and use tax permit for this location. The annual permit fee is $1,500. The annual permit fee is not prorated, and there is no proration for new permit applications that are effective for less than the 12-month permit year. All permits expire on June 30 each year. **The Department cannot refund your $1,500 annual permit fee, and the fee is non-refundable if your application is denied for any reason.**

It is recommended that you contact the local jurisdiction (city or county) where the retail establishment is located to confirm any additional local requirements.

☐ I acknowledge that I have read and understand these requirements and am responsible for complying with all state and local regulations.

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Does this retailer hold a valid retail tobacco permit at this location?

Yes	No

Select a Decision

Approve	Deny