City Council Agenda, City of Council Bluffs, Iowa
Council Regular Meeting September 8, 2025, 7:00 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street

AGENDA

Agenda updated 9-4-25 at 11:10 am

1. **PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER**
3. **CONSENT AGENDA**
   - A. Approval of Agenda and live streamed recordings of these proceedings to be incorporated into the official minutes
   - B. Resolution 25-220
     Resolution setting a public hearing for 7:00 p.m. on September 22, 2025 for the East Ridge Drive Sanitary Manhole Reconstruction. PW25-25
   - C. Resolution 25-221
     Resolution of necessity and intent and setting a public hearing for October 20, 2025 at 7:00 p.m. to amend the Amended and Restated Consolidated Urban Revitalization Plan – Amendment 2 and subareas. URV-25-006
   - D. Resolution 25-222
     Resolution of intent to enter into a Non-Exclusive Public Right-of-Way Agreement with Unite Private Networks, LLC, doing business as Segra to install, maintain, operate and control a fiber optic infrastructure network in pubic right-of-way.
4. **MAYOR'S PROCLAMATIONS**
   - A. National Service Dog Month
5. **PUBLIC HEARINGS**
   - A. Ordinances 6655 and 6656
     Ordinance 6655 to amend the zoning map as adopted by reference in Section 15.27.020, by rezoning a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, from A-2/Parks, Estates, and Agricultural District to R-1/Single-Family Residential District as defined in Chapter 15.08b. Location: Undeveloped land lying north of 1375 and 1378 Chestnut Drive. ZC-25-005
     Ordinance 6656 to amend the zoning map as adopted by reference in Section 15.27.020, by appending a Planned Residential Overlay on a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, as defined in Chapter 15.28. PR-25-004

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

C. Resolution 25-223
Resolution approving the plans, specifications, form of contract and cost estimate for the Bass Pro Parking Lot Repairs. Project # BM-26-05

D. Resolution 25-224
Resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and EDC Omaha LandCo LLC.

E. Resolution 25-225
Resolution granting final plat approval of a seven-lot residential subdivision to be known as Baldwin Court Phase 2 on property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition. Location: Undeveloped land lying between 711 and 741 1st Avenue. SUB-25-008

6. RESOLUTIONS

A. Resolution 25-226
Resolution approving the tentative agreement reached between the City of Council Bluffs and the Fraternal Order of Police, Lodge #1

B. Resolution 25-227
Resolution authorizing the Mayor to execute an agreement with Alfred Benesch & Company for engineering services in connection with the FY26 Pavement Resurfacing Project. Project # PW26-03

C. Resolution 25-228
Resolution authorizing a Joint Right-of-Way Maintenance Agreement with Mills County, for roadways near corporation limits.

D. Resolution 25-229
Resolution to adopt a PR-2/Planned Residential Development Plan on property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, to be known as “Baldwin Court Phase 2”. Location: Undeveloped land lying between 711 and 741 1st Avenue. PR-25-003

E. Resolution 25-230
Resolution authorizing accepting the soil cleanup work at the former Reliance Battery Factory in connection with the former Reliance Battery Factory cleanup project and authorizing the Finance Department to issue a City check in the amount of $13,810.50 for retainage.

F. Resolution 25-231
Resolution authorizing the Mayor and City Staff to fully execute and deliver the grant agreement per the terms set forth in the Iowa Department of Transportation Grant.

G. Resolution 25-232
Resolution authorizing temporarily vacating portions of West Broadway in connection with a special event application for the 100 Block Annual Car Show.

7. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor License Renewal
1. 4th Street Legion, 716 S. 4th St.
2. Applebee's Neighborhood Grill & Bar, 3000 Dial Dr.
3. Bertha's, 1322 N. 16th St.
4. Bowlero Council Bluffs, 1900 Madison Ave.
5. Boxer Barbeque, 513 S. Main St.
6. Napolis Italian Restaurant, 157 West Broadway
7. Sam Food Mart, 701 16th Ave.
8. Spillway Grill & Bar, 1840 Madison Ave.
9. The Hub Fly Zone, Inc., 7 S. 4th St.

B. Retail Cigarette/Tobacco/Nicotine/Vapor Permit - 1 (NEW)

8. OTHER BUSINESS

9. CITIZENS REQUEST TO BE HEARD

10. 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.

Council Communication

Department: Public Works Engineering

Case/Project No.: PW25-25

Subject/Title

Resolution 25-220
Resolution setting a public hearing for 7:00 p.m. on September 22, 2025 for the East Ridge Drive Sanitary Manhole Reconstruction. PW25-25

Background/Discussion

The sanitary sewer manhole in the cul-de-sac of East Ridge Drive is in poor condition and must be replaced. The existing manhole is 25 feet deep and constructed with bricks. The manhole continues to deteriorate resulting in bricks falling to the bottom of the manhole, blocking the flow. Rehabilitation of the manhole is not feasible due to the lack of structural integrity. The project will remove and replace the manhole, service laterals near the manhole, and pavement replacement.

This project was added to the FY25 CIP. The estimated cost is $350,000, including engineering, and the project is funded with Local Option Sales Tax funds.

The project schedule is as follows:	Set Public Hearing	September 8, 2025
	Hold Public Hearing	September 22, 2025
	Bid Letting	October 9, 2025
	Award	October 20, 2025
	Construction Start	November 2025

Staff Recommendation

Approval of this resolution to set the public hearing.

Attachments

Notice of Public Hearing
Map
25-220.doc

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

3.B

Notice of Public Hearing

on the

Plans, Specifications, Form of Contract and Cost Estimate

for the

East Ridge Drive Sanitary Sewer Manhole Reconstruction

Project #PW25-25

A public hearing will be held on September 22, 2025, at 7:00 p.m. in the council chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract and cost estimate for the East Ridge Drive Sanitary Manhole Reconstruction project. The project will include construction of 1 each sanitary sewer manhole, 5 each sanitary sewer service connections, bypass pumping and, 220 square yards of 8 inch concrete street 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 25-25
EAST RIDGE DR.
MANHOLE RECONSTRUCTION
E RIDGE DR
PROJECT LOCATION
KANESVILLE BLVD
KANESVILLE BLVD
SIMMS AVE
Legend
PW25-25

RESOLUTION NO. 25-220

A RESOLUTION AUTHORIZING THE CLERK TO PUBLISH NOTICE AND SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR THE EAST RIDGE DRIVE SANITARY MANHOLE RECONSTRUCTION PROJECT #PW25-25

WHEREAS, the City wishes to make improvements known as the East Ridge Drive Sanitary Manhole Reconstruction 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; and,

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 East Ridge Drive Sanitary Manhole Reconstruction setting September 22, 2025, at 7:00 p.m. as the date and time of said hearing.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED September 8, 2025

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_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.: URV-25-006

Subject/Title

Resolution 25-221
Resolution of necessity and intent and setting a public hearing for October 20, 2025 at 7:00 p.m. to amend the Amended and Restated Consolidated Urban Revitalization Plan – Amendment 2 and subareas. URV-25-006

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A â€“ Draft of the Amended and Restated Consolidated Urban Revitalization Plan
Attachment B â€“ Boundary Map for 2nd Avenue & 28th Street Subarea
Attachment C â€“ Boundary Map for Eastern Hills Subarea
Notice of Public Hearing
Exhibit A
25-221.doc

Prepared by: Marianne Collins, Community Development Housing & Economic Planner
Approved by: Courtney Harter, Director of Community Development

3.C

Council Communication

Department: Community Development Case No.: URV-25-006 Submitted by: Housing & Economic Development	Resolution No.: 25-	Resolution of Intent: 09/08/2025 Planning Commission: 09/09/2025 Public Hearing & First Reading: 10/20/2025 Second Reading: 11/03/2025 Third Reading: Request to Waive

Subject/Title

Request: Amendment to add two additional subareas, 2nd Avenue & 28th Street Subarea and Eastern Hills Subarea to the Amended and Restated Consolidated Urban Revitalization Plan.

Background/Discussion

Background

Chapter 404 of the Iowa Code authorizes a City to designate an area as an urban revitalization area. Improvements to qualified real estate within designated areas may then be eligible to receive a total or partial exemption from property taxes for a specified number of years. The exemptions are intended to stimulate private investment by reducing the tax increase that would normally result from making improvements to real estate property.

Urban revitalization tax abatement incentives can apply to residential, commercial and industrial development. Both new construction on vacant or unimproved land and rehabilitation of existing structures are eligible for tax abatement.

Staff has prepared an Amended and Restated Consolidated Urban Revitalization Plan-Amendment 3, including 2nd Avenue & 28th Street Subarea and Eastern Hills Subarea, in accordance with Chapter 404 of the Iowa Code and has scheduled the matter for City Council consideration.

Discussion

City Council approved the Consolidated Urban Revitalization Plan April 22, 2024 with Ordinance 6603. The Consolidated Plan includes the 17 current Urban Revitalization Area Plans. City Council approved the Amended and Restated Consolidated Urban Revitalization Plan-Amendment #1 October 21, 2024 with Ordinance 6614. The Amendment added the 1St Avenue & 17th Street Subarea and extended the period of abatement for new construction multi-family housing developments. City Council approved the Amended and Restated Consolidated Urban Revitalization Plan-Amendment #2 June 23, 2025 with Ordinance 6652. The Amendment added the Kanesville Subarea and Valley View South Subarea. Community Development is proposing adding two additional Subareas.

Two updates are included in the Amended and Restated Consolidated Urban Revitalization Plan - Amendment 3:

1. Additional Area Added: The City is working with Hoppe Development that has plans of adding an 89 unit, mixed-income housing project to be known as West End Roost. It is located south of Broadway and north of 2nd Avenue. The area is

comprised of 2.54 acres, more or less, of land. If the 2nd Avenue & 28th Street Subarea is approved, the project as proposed could be eligible for full exemption for 3 years or a sliding scale for 10 years from taxation.

2. Additional Area Added: The City is working with Boadmoor Development that has plans of adding a 231 unit apartment community. It is located at the northwest corner of the intersection of Eastern Hills Drive and Greenview Road. The area is comprised of 19.73 acres, more or less, of land. If the Eastern Hills Subarea is approved, the project as proposed could be eligible for full exemption for 3 years or a sliding scale for 10 years from taxation.

Although Chapter 404 of the Iowa Code does not specifically require review by the City Planning Commission, staff believes that such review is appropriate.

Concurrent with the adoption of an urban revitalization plan, an ordinance establishing the urban revitalization area can be considered by City Council. Upon adoption of the area, the City is permitted to grant tax abatement to qualified projects. Staff specifically asks that the Council consider the following:

- The proposed 2nd Avenue & 28th Street Subarea and the Eastern Hills subarea furthers the goals of the City's Comprehensive Plan.
- The 2nd Avenue & 28th Street Subarea is appropriate for urban revitalization designation as specified in Iowa Code Sections 404.1.4, which discusses an area which is appropriate as an economic development area as defined in section 403.17. Provides that "economic development area" means an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises or housing and residential development for low and moderate-income families, including single or multi-family housing.
- The Eastern Hills Subarea is appropriate for urban revitalization designation as specified in Iowa Code Sections 404.1.5, which discusses an area which is appropriate as an economic development area as defined in section 403.17. Provides that "economic development area" means an area of a municipality designated by the local governing body as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multifamily housing.

Recommendation

The Community Development Department recommends approval to add additional subareas, 2nd Avenue & 28th Street Subarea and Eastern Hills Subarea to the Amended and Restated Consolidated Urban Revitalization Plan.

Attachments

Attachment A – Draft of the Amended and Restated Consolidated Urban Revitalization Plan
Attachment B – Boundary Map for 2nd Avenue & 28th Street Subarea
Attachment C – Boundary Map for Eastern Hills Subarea

Council Communication

Prepared by: Marianne Collins, Community Development Housing & Economic Planner, Community Development Department
Submitted by: Courtney Harter, Housing & Economic Development Director, Community Development Department

AMENDED AND RESTATED CONSOLIDATED URBAN REVITALIZATION PLAN AMENDMENT #3

FOR THE

CITY OF COUNCIL BLUFFS, IOWA

2025

AMENDMENT NO. 3
TO THE
AMENDED AND RESTATED
CONSOLIDATED URBAN REVITALIZATION PLAN
FOR THE
CITY OF COUNCIL BLUFFS, IOWA

INTRODUCTION AND HISTORY

The Urban Revitalization Act, Chapter 404 of the *Code of Iowa*, is intended to encourage development, redevelopment, and revitalization within a designated area of a city by authorizing property tax development incentives to the private sector. Qualified real estate within a designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years. The primary intent of this act is to provide communities with a long-term increase or stabilization in their tax base by encouraging rehabilitation or new construction which might not otherwise have occurred.

In April 2025, the City Council of the City of Council Bluffs, Iowa (the "City") adopted the Amended and Restated Consolidated Urban Revitalization Plan (the "Amended and Restated Plan" or "Plan") Amendment No. 2 to add the Kanesville area and the Valley View South area to the previously adopted Amended and Restated Consolidated Urban Revitalization Plan. The various revitalization areas that now comprise the subareas of the Revitalization Area, and their corresponding original designating ordinances, are:

- 1st Avenue Urban Revitalization Area – Ordinance No. 6177
- 5th and West Broadway Urban Revitalization Area – Ordinance No. 6411
- 14th Avenue Urban Revitalization Area – Ordinance No. 6412
- 16th Avenue Urban Revitalization Area – Ordinance No. 6479
- 21st Avenue Urban Revitalization Area – Ordinance No. 6495
- American Games Urban Revitalization Area – Ordinance No. 6476
- Black Squirrel Flats Urban Revitalization Area – Ordinance No. 6532
- Bluffs Northway Urban Revitalization Area – Ordinance No. 6281
- College Road Urban Revitalization Area – Ordinance No. 6310
- Council Pointe Road Urban Revitalization Area – Ordinance No. 6326
- Mid-America Urban Revitalization Area – Ordinance No. 6469
- River Road Urban Revitalization Area – Ordinance No. 6464
- South Pointe Urban Revitalization Area – Ordinance No. 6375
- Valley View Urban Revitalization Area – Ordinance No. 6289
- Veterans Memorial Highway Urban Revitalization Area – Ordinance No. 6409
- Whispering Oaks Urban Revitalization Area – Ordinance No. 6533
- South Expressway Subarea, designated in connection with adoption of the Amended and Restated Plan – Ordinance No. 6603
- 1st Avenue and 17th Street Subarea, designated in connection with adoption of the Amended and Restated Plan Amendment No. 1 – Ordinance No. 6614

- Kanesville Subarea, designated in connection with adoption of the Amended and Restated Plan Amendment No. 2 – Ordinance No. 6652
- Valley View South Subarea, designated in connection with adoption of the Amended and Restated Plan Amendment No. 2 – Ordinance No. 6652

The corresponding legal descriptions that now comprise the subareas of the Amended and Restated Consolidated Urban Revitalization Area are attached as Exhibit A.

AMENDMENT TO PLAN – NEW SUBAREA – 2ND AVENUE & 28TH STREET

With the adoption of this Amendment No. 3 to the Amended and Restated Consolidated Urban Revitalization Plan (the "Amendment"), the City is designating additional land as a new subarea of the Revitalization Area. The first new subarea is legally described and depicted in Exhibit B, attached hereto and incorporated by this reference. The new subarea will be known as the 2nd Avenue & 28th Street Subarea of the Revitalization Area.

The City is designating the 2nd Avenue & 28th Street Subarea of the Revitalization Area as a revitalization area meeting the criteria of Iowa Code Sections 404.1(4).

Existing zoning classifications of the property within the 2nd Avenue & 28th Street Subarea is Commercial. Existing land use within the subarea is consistent with these zoning classifications. New development that remains consistent with the City's zoning ordinance is proposed for the subarea.

A listing of the names and addresses of the owners of record for the real estate within the 2nd Avenue & 28th Street Subarea, as well as the assessed valuations stated separately for land and buildings for the real estate, as of the date of this Amendment is attached as Exhibit C.

AMENDMENT TO PLAN – NEW SUBAREA – EASTERN HILLS

With the adoption of this Amendment No. 3 to the Amended and Restated Consolidated Urban Revitalization Plan (the "Amendment"), the City is designating additional land as a new subarea of the Revitalization Area. The second new subarea is legally described and depicted in Exhibit D, attached hereto and incorporated by this reference. The new subarea will be known as the Eastern Hills Subarea of the Revitalization Area.

The City is designating the Eastern Hills Subarea of the Revitalization Area as a revitalization area meeting the criteria of Iowa Code Sections 404.1(5).

Existing zoning classifications of the property within the Eastern Hills Subarea is Agricultural. Existing land use within the subarea is consistent with these zoning classifications. New development that remains consistent with the City's zoning ordinance is proposed for the subarea.

A listing of the names and addresses of the owners of record for the real estate within the Eastern Hills Subarea, as well as the assessed valuations stated separately for land and buildings for the real estate, as of the date of this Amendment is attached as Exhibit E.

EFFECTIVE DATE AND SEVERABILITY

This Amendment shall be effective upon the approval of a resolution by the City Council adopting the Amendment.

Applications submitted following the Amendment's effective date shall be eligible to apply only for those exemptions contained in the Amended and Restated Consolidated Plan, as amended by this Amendment, subject to the terms of the Plan. All previously awarded exemptions shall continue until their expiration.

Except as modified by this Amendment, the provisions of the Amended and Restated Consolidated Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections of the Amended and Restated Consolidated Plan not mentioned in this Amendment shall continue to apply to the Plan.

If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amended and Restated Consolidated Plan or the Amendment as a whole, or any part of Amended and Restated Consolidated Plan or the Amendment not determined to be invalid or unconstitutional.

EXHIBIT A

SUBAREAS OF REVITALIZATION AREA – LEGAL DESCRIPTIONS

Whispering Oaks Urban Revitalization Area

A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 4, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, AND ALSO TOGETHER WITH PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 5, SAID TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN; ALL LOCATED IN POTTAWATTAMIE COUNTY, COUNCIL BLUFFS, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 5, TOWNSHIP 74N, RANGE 43 WEST; THENCE N1°06'10"E (ASSUMED BEARING), 53.00 FEET TO THE POINT OF BEGINNING; THENCE N88°28'13"W A DISTANCE OF 351.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FOREST GLEN DRIVE;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF FOREST GLEN DRIVE ON THE FOLLOWING DESCRIBED COURSES: THENCE N1°20'57"E, A DISTANCE OF 433.34 FEET; THENCE N88°16'18"W, A DISTANCE OF 15.99 FEET; THENCE N1°31'50"E, A DISTANCE OF 313.54 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING OAKS; THENCE S88°34'04"E, A DISTANCE OF 56.87 FEET ALONG THE SOUTH LINE OF LOT 106, WHISPERING OAKS TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2017 PAGE 2889; THENCE S88°28'13"E, A DISTANCE OF 306.04 FEET ALONG THE SOUTH LINE OF LOT 106 & SOUTH LINE OF OUTLOT A, WHISPERING OAKS TO A POINT AT THE INTERSECTION OF THE SOUTH LINE OF OUTLOT A & THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2017 PAGE 2889; THENCE S88°15'01"E, A DISTANCE OF 562.24 FEET ALONG THE SOUTH LINE OF OUTLOT A, & LOTS 87-90 WHISPERING OAKS TO THE SOUTHEAST CORNER OF LOT 87 WHISPERING OAKS; THENCE S88°15'01”E, A DISTANCE OF 714.76 FEET; THENCE S88°15'01"E, A DISTANCE OF 17.46, TO THE WEST RIGHT OF WAY LINE OF FRANKLIN AVENUE; THENCE S1°43'39"W, A DISTANCE OF 747.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE N88°15'01"W DISTANCE OF 1,086.30 FEET TO THE EAST LINE OF A PARCEL BOOK 87, PAGE 22729; THENCE N01°06'10"E ALONG SAID EAST LINE OF SAID PARCEL BOOK 87, PAGE 22729, A DISTANCE OF 180.01 FEET TO THE NORTHEAST CORNER OF SAID PARCEL BOOK 87, PAGE 22729; THENCE N88°15'01"W ALONG THE NORTH LINE OF SAID PARCEL, B00K 87, PAGE 22729 A DISTANCE OF 200.00 FEET; THENCE S1°06'10"W ALONG SAID PARCEL BOOK 87, PAGE 22729, A DISTANCE OF 180.01 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 1,193,878.13 SQ.FT. OR 27.40 ACRES MORE OR LESS

South Pointe Urban Revitalization Area

A PARCEL OF LAND BEING ALL OF ROGERS AUTO SUBDIVISION, SOUTH POINTE SUBDIVISION, SOUTH POINTE SUBDIVISION REPLAT 1, SOUTH POINTE SUBDIVISION REPLAT 2, SOUTH POINT SUBDIVISION PHASE 2, SOUTH 24TH AND HIGHWAY 275 INDUSTRIAL AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, SECTION 14, GOVERNMENT LOT 1 TO SAID SECTION 14 AND A PORTION OF THE EAST HALF OF SECTION 15, ALL IN TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 10, SAID CENTER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF RICHARD DOWNING AVENUE; THENCE EASTERLY ON SAID SOUTH RIGHT-OF-WAY LINE, 2,730 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 24TH STREET; THENCE SOUTHERLY ON SAID WESTERLY RIGHT-OF-WAY LINE, 2,329 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VETERANS MEMORIAL HIGHWAY; THENCE WESTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, 197 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF SAID SECTION 10; THENCE SOUTHERLY ON SAID EASTERLY LINE AND ON IT'S SOUTHERLY PROLONGATION, 390 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VETERANS MEMORIAL HIGHWAY; THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,760 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTH POINTE SUBDIVISION REPLAT 2; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTH POINTE SUBDIVISION REPLAT 2, 1,246 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTH POINTE SUBDIVISION REPLAT 1; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTH POINTE SUBDIVISION REPLAT 1, 533 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID SOUTH POINTE SUBDIVISION PHASE 2; THENCE EASTERLY ON SAID NORTH LINE, 110 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTH POINTE SUBDIVISION PHASE 2, SAID NORTHEAST CORNER ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN CREEK; THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID SOUTH POINTE SUBDIVISION PHASE 2 AND ON SAID WESTERLY RIGHT-OF-WAY LINE, 2,742 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 5 IN SAID SOUTH POINTE SUBDIVISION PHASE 2; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 5, 149 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GIFFORD ROAD; THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 1,420 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GIFFORD ROAD; THENCE WESTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1,209 FEET MORE OR LESS; THENCE SOUTHWESTERLY, 1,883 FEET MORE OR LESS TO A POINT ON THE MISSOURI RIVER MEANDER LINE; THENCE SOUTHWESTERLY ON SAID MISSOURI RIVER MEANDER LINE, 1,174 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID SECTION 15; THENCE NORTHERLY ON SAID EAST LINE, 802 FEET MORE OR LESS; THENCE WESTERLY, 631 FEET MORE OR LESS; THENCE NORTHWESTERLY, 2,019 FEET MORE OR LESS TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 15; THENCE WESTERLY ON SAID EAST-WEST CENTERLINE, 1,322 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF GATEWAY SUBDIVISION IN SAID CITY OF COUNCIL BLUFFS; THENCE NORTHERLY ON SAID EAST LINE, 1,256 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VETERANS MEMORIAL HIGHWAY; THENCE NORTHEASTERLY ON SAID SOUTH RIGHT-OF-

WAY LINE, 1,355 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY PROLONGATION OF THE NORTH-SOUTH CENTERLINE OF SAID SOUTHEAST QUARTER OF SECTION 10; THENCE NORTHERLY ON SAID SOUTHERLY PROLONGATION AND ON SAID NORTH-SOUTH CENTER, 2,480 FEET MORE OR LESS; THENCE WESTERLY, 1,315 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ON SAID WEST LINE, 998 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 500 ACRES, MORE OR LESS.

Valley View Urban Revitalization Area

Lot 3 of New Horizon Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

Veterans Memorial Highway Urban Revitalization Area

The North 660 feet of the NE ¼ SW ¼ SW ¼ of Section 12-74-44, except the West 250 feet, and the West 16.5 feet of the South 20 feet north of the highway in the SE ¼ SW ¼ of Section 12-74-44 and commencing at a point 660 feet East of the NW corner of the SW ¼ of the SW quarter of section 12, thence South 660 feet, thence East 250 feet, thence North 660 feet, thence West 250 feet to the place of beginning, subject to right of ways of public highway City of Council Bluffs, Pottawattamie County, Iowa

College Road Urban Revitalization Area

Proposed Lots 1-4, New Horizon Subdivision, Replat Two, City of Council Bluffs, Pottawattamie County, Iowa

Council Pointe Road Urban Revitalization Area

Lot 1, Fox Run Landing, Replat Three, City of Council Bluffs, Pottawattamie County, Iowa.

Lot 116, Fox Run Landing, except the northwest corner dedicated to City right-of-way, along with northerly part of Lot 117 commencing at the southeast corner of said Lot 116,

thence North 469.54 feet, thence Northeasterly 885.29 feet, thence South 787.74 feet, and thence West 806.06 feet back to the point of beginning, all in the City of Council Bluffs, Pottawattamie County, Iowa

Mid-America Urban Revitalization Area

A PARCEL OF LAND BEING ALL OF BASS PRO SUBDIVISION, BLUFFS VISION SUBDIVISION, BLUFFS VISION SUBDIVISION REPLAT 1, BLUFFS VISION 4 SUBDIVISION, BLUFFS VISION 4 SUBDIVISION REPLAT 1, HORSESHOE SUBDIVISION, HOTEL PLAZA AT THE MAC, HOTEL PLAZA AT THE MAC REPLAT 1, INRIP SUBDIVISION TRACT NO 1 1st ADDITION, MORRIS SUBDIVISION, MORRIS SUBDIVISION REPLAT 1, PLAZA AT MARCC, SAPP BROS TRAVEL CENTER, A PORTION OF RAILROAD ADDITION, A PORTION OF THE SOUTH HALF OF SECTION 03 AND A PORTION OF GOVERNMENT LOTS 2 AND 3 IN SECTION 04, ALL IN TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF SAID SAPP BROS TRAVEL CENTER, SAID NORTHEAST CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 24th STREET;

THENCE SOUTH ON SAID WEST RIGHT-OF-WAY LINE, 726 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MID-AMERICAN DRIVE;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1 WESTERLY, 352 FEET MORE OR LESS;
2 SOUTHWESTERLY, 1,272 FEET MORE OR LESS;
3 WESTERLY AND WESTERLY ON THE WESTERLY PROLONGATION, 2,382 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 29;

THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 3,909 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF SAID INRIP SUBDIVISION TRACT NO 1 1st ADDITION;

THENCE NORTHEASTERLY ON SAID WESTERLY PROLONGATION AND ON SAID LINE, 942 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH 35th STREET;

THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SOUTHEASTERLY ON IT'S SOUTHEASTERLY PROLONGATION, 1,073 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 23rd AVENUE;

THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 4,982 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH 24th STREET;

THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY, 610 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 285 ACRES, MORE OR LESS.

River Road Urban Revitalization Area

Lot 1, River Road Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

American Games Urban Revitalization Area

Lot 3, Pollard Games Addition, City of Council Bluffs, Pottawattamie County, Iowa

Black Squirrel Flats Urban Revitalization Area

Lot 1, Black Squirrel Flats Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

Bluffs Northway Urban Revitalization Area

Lots 2 and 3, Walmart Bluffs Northway Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

Lots 10 through 18 and the east/west alley abutting Belmont Addition along with the Canadian National Railway right-of-way abutting on the north and Avenue P right-of-way abutting on the south; Lots 33 through 37 and the North ½ vacated alley abutting and Lots

56 through 61 and the South ½ vacated alley abutting Belmont Addition along with Avenue O right-of-way abutting on the south; Lots 79 through 83 and the North ½ vacated alley abutting and Lots 102 through 106 and the South ½ vacated alley abutting Belmont Addition, City of Council Bluffs, Pottawattamie County, Iowa

16th Avenue Urban Revitalization Area

A parcel of land situated in the North Half (N1/2) of Section 2, Township 74 North, Range 44 West and the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 35, Township 75 North, Range 44 West of the Fifth Principal Meridian, City of Council Bluffs, Pottawattamie County, State of Iowa, according to an official plat of said land filed in the District Land Office, bounded and described as follows: Beginning at a point on the North-South centerline of said Section 2, from which point the center of said section bears South, 264.98 feet; thence North 89 degrees 50 minutes 17 seconds East, 200.00 feet; thence North 00 degrees 00 minutes 17 sections East, 2150.79 feet to the south line of 16th Avenue; thence along said south line South 89 degrees 30 minutes 12 seconds West, 200.0 feet to a point on said North-South centerline of said Section 2; thence along said North-South centerline North 20.90 feet to the north quarter corner of said Section 2; thence along the North-South centerline of said Section 35, North 00 degrees 21 minutes 09 seconds West, 60.0 feet to a point on the north line of 16th Avenue, said point also being the southwest corner of Lot 12, Block 36, Fleming and Davis addition; thence South 89 degrees 38 minutes 51 seconds West, 16.0 feet; thence North 00 degrees 21 minutes 09 seconds West, 646.37 feet to a point on the south line of 14th Avenue prolonged, said point being South 89 degrees 38 minutes 53 seconds West, 16.0 feet from the northwest corner of Lot 1, Block 29, Fleming and Davis Addition; thence South 89 degrees 38 minutes 53 seconds West, 379.00 feet; thence South 75 degrees 42 minutes 26 seconds West, 399.46 feet; thence South 82 degrees 12 minutes 26 seconds West, 126.58 feet; thence South 21 degrees 28 minutes 31 seconds East, 2490.70 feet to a point on the North-South centerline of said Section 2; thence along said North-South centerline, South 441.28 feet to the Point of Beginning. Containing an area of 1,548,471 square feet, more or less, or 35.548 acres, more or less.

AND

A parcel of land legally described as being the East 16 feet of the South 686 feet, except the South 178 feet of the North 323 feet, all in the SE1/4 SW1/4 of Section 35-75-44, City of Council Bluffs, Pottawattamie County, Iowa. Said parcel of land contains an area of 8,276 square feet more or less, or .19 acres, more or less.

21st Avenue Urban Revitalization Area

Lots 9, 10, 18, 19, 20, 21 and 22, a portion of Lots 7, 8, 11, 12, 13, 16, 17, 23, 24 and 25 in Block 14, a portion of Lots 16, 17, 18 and 19 in Block 19, all of the vacated alley's in said Block 14 and all of vacated 22nd Avenue right-of-way lying within the following described parcel, all in Hughes and Doniphan's Addition, City of Council Bluffs, Pottawattamie County, Iowa

And

Lots 14 and 15 and that part of Lot 13 in Block 14, Hughes and Doniphan's Addition to the City of Council Bluffs, Pottawattamie County, Iowa, all lying Southwest of the former Wabash Railroad Right-of-Way (now Southside Trail Bike Trail Right-of-Way) AND That part of the vacated north/south alley lying north of the north right-of-way line of 22nd Avenue and south of the southerly right-of-way of the former Wabash Railroad (now Southside Trail Bike Trail) AND The North 1/2 of vacated 22nd Avenue lying between the east right-of-way line of South 6th Street and southwesterly right-of-way line of Southside Trail Bike Trail.

14th Avenue Urban Revitalization Area

Lots 16-30, Block 37, Brown's Subdivision, Council Bluffs, Pottawattamie County, Iowa

5th and West Broadway Urban Revitalization Area

The portion of Block 6, Mynster's Addition Southeast of the right-of-way of Kanesville Boulevard; The portion of Lots C and D, Auditor's Subdivision of Block 6 Mynster's Addition and Block 2 Bayliss 1st Addition located Southeast of the right-of-way of Kanesville Boulevard, and the entirety of the alleyway adjacent to Lot D; Lots E-P, Auditor's Subdivision of Block 6 Mynster's Addition and Block 2 Bayliss 1st Addition, and the vacated alley adjacent to Lot N; Lot 5, Block 2, Bayliss Addition to Council Bluffs, Pottawattamie County, Iowa;

And:

Lots 1-13, Auditor's Subdivision of Lot 5, Block 5 Mynster's Addition and Block 1, Bayliss 1st Addition, and the alleyway adjacent; Lot 2 excluding City right-of-way, Lots 3 and 4, and Lots 6-10, Mynster's Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa.

1st Avenue Urban Revitalization Area

Lots 1-5 and 9-16, Block 6, Bayliss First Addition, City of Council Bluffs, Pottawattamie County, Iowa

South Expressway Subarea of Revitalization Area

Lots 5, 6, 7, 8, 16, 17 and all of Lot 4 except the North 3.5 feet, Country Club Acres, City of Council Bluffs, Pottawattamie County, Iowa.

1st Avenue & 17th Street Subarea of Revitalization Area

Lots 1-8, Block 4, Everetts Addition along with Lots 1-8, Block 26, Beer's Subdivision and the vacated east/west alley adjacent, City of Council Bluffs, Pottawattamie County, Iowa.

Kanesville Subarea of Revitalization Area

A tract of land located in part of Lot 1, Auditor's Subdivision of the SW ¼ NW ¼; part of the SE ¼ NW ¼; part of Lots 1, 2 and 3, Auditor's Subdivision of the NW ¼ SW ¼: and part of the NE ¼ SW ¼, all located in Section 22, Township 75 North, Range 43 West of the 5th Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa.

Valley View South Subarea of Revitalization Area

Lots 2-4, Jilla Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.

EXHIBIT B

LEGAL DESCRIPTION AND MAP OF NEW SUBAREA

Bryant & Clark Additions, Lots 1 through 16, Block 12 and all vac alley adj, City of Council Bluffs, Pottawattamie County, Iowa.

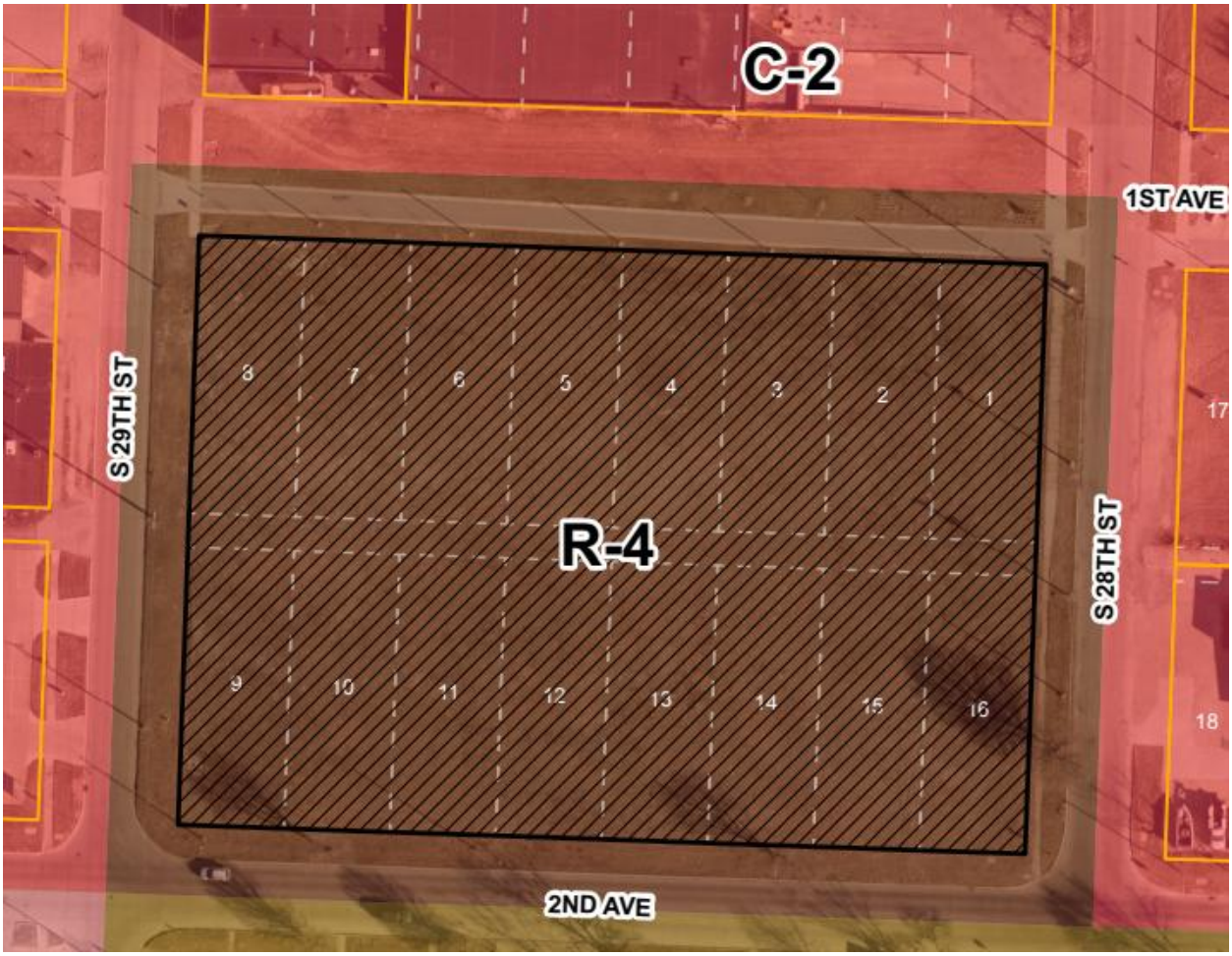


EXHIBIT C

INFORMATION CONCERNING 2ND AVENUE & 28TH STREET SUBAREA

Current Tax Parcel Number	Name of Property Owner	Address of Record for Property Owner	Current Assessed Value – Land Value	Current Assessed Value – Improvement Value
754434129003	City of Council Bluffs	209 Pearl St Council Bluffs, IA 51503	$204,700.00	$0

EXHIBIT D

LEGAL DESCRIPTION AND MAP OF NEW SUBAREA

A tract of land located in the Southeast Quarter of the Northeast Quarter of Section 4, Township 74 North, Range 43, West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of the SE ¼ NE ¼ of Section 4, Township 74 North, Range 43, thence West on the line of said SE ¼ NE ¼ to the Northwest corner of the same, thence South on the line of the said SE ¼ NE ¼ to the Southwest corner of the same, thence East on the line of said SE ¼ NE ¼ to the center of Royer Road, thence in a Northeasterly direction on a straight line in the center of said road to beginning;

EXCEPT

A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 4, Township 74 North, Range 43 West of the 5th P.M., City of Council Bluffs, Pottawattamie County, Iowa, more particularity described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Northeast Quarter and point of beginning; thence South 89*47'53" East, along the South line of said Southeast Quarter of the Northeast Quarter and along the centerline of Greenview Road a distance of 25.00 feet, thence North 0*14'53" West, and parallel with the West line of said Southeast Quarte of the Northeast Quarter a distance of 88.00 feet; thence North 89*47'53" West, and parallel with the South line of said Southeast Quarter of the Northeast Quarter, a distance of 25.00 feet to a point on the West line of said Southeast Quarter of the Northeast Quarter; thence South 0*14'53" East, along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 88.00 feet to the point of beginning.

Note: The South line of said Southeast Quarter of the Northeast Quarter is assumed to bear South 89*47'53" East for this description.

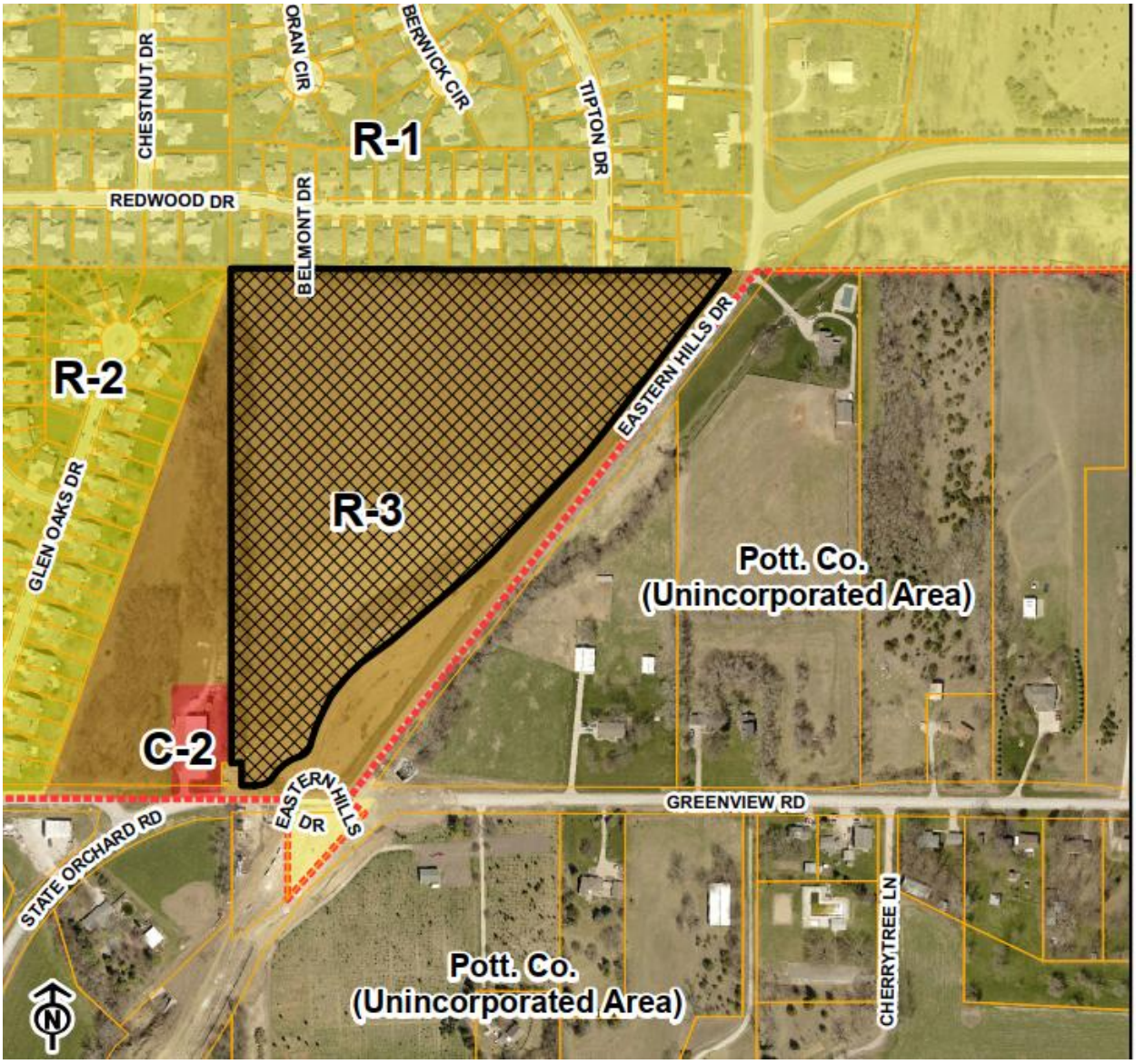
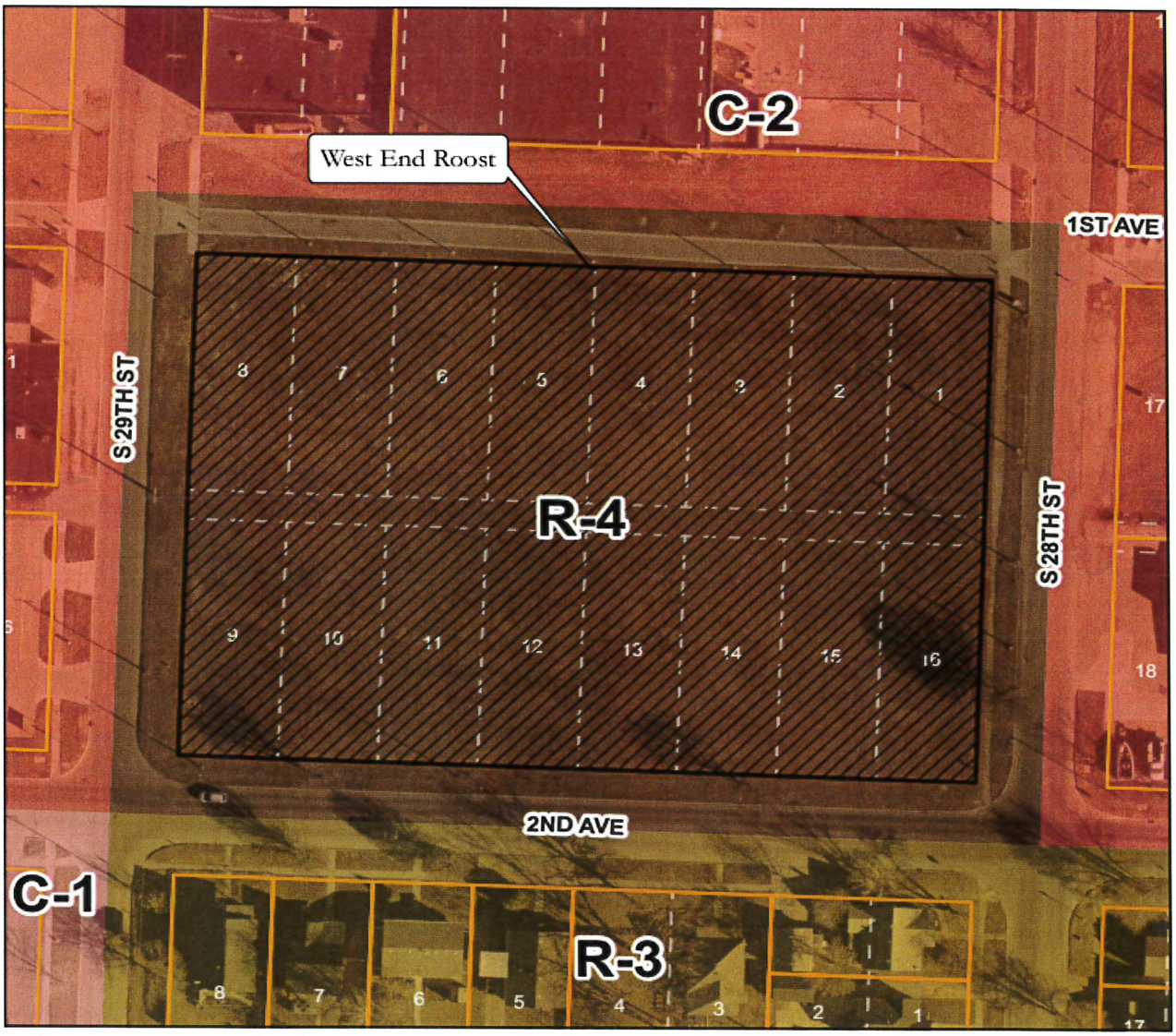


EXHIBIT E

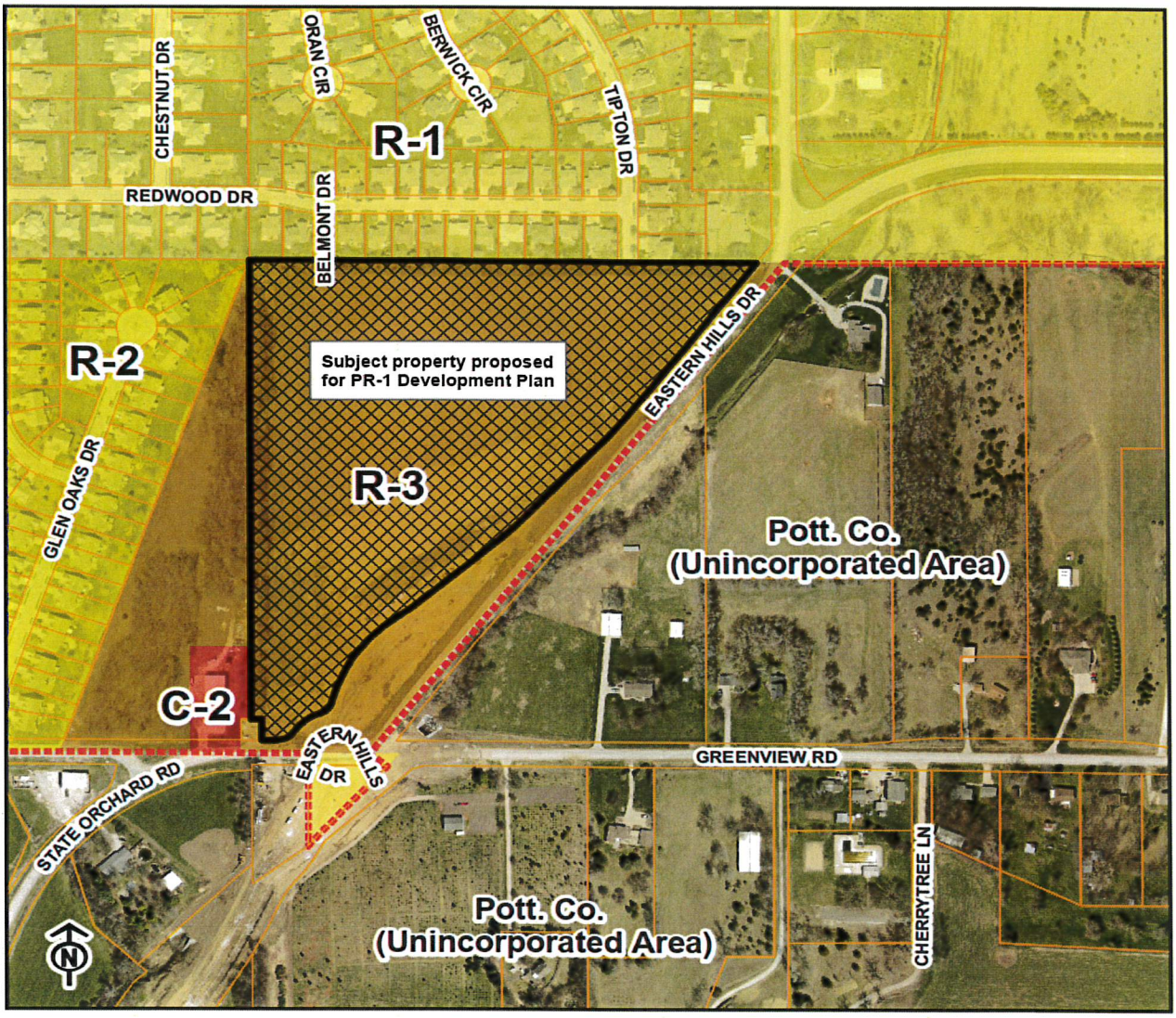
INFORMATION CONCERNING EASTERN HILLS SUBAREA

Current Tax Parcel Number	Name of Property Owner	Address of Record for Property Owner	Current Assessed Value – Land Value	Current Assessed Value – Improvement Value
744304276001	92 Investments LLC	22735 James Dr Council Bluffs, IA 51503	$32,200.00	$0

Attachment B



Attachment C



NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PERSONS, GROUPS AND AGENCIES:

THE CITY OF COUNCIL BLUFFS, IOWA proposes to exercise the authority conferred upon it by the Urban Revitalization Act by designating an urban revitalization area that is generally located on approximately 2.54 acre parcel located at 2nd Avenue and 28th Street.

This area is legally described as: Bryant & Clark Additions, Lots 1 through 16, Block 12 and all vac alley adj, City of Council Bluffs, Pottawattamie County, Iowa.

THE CITY OF COUNCIL BLUFFS, IOWA proposes to exercise the authority conferred upon it by the Urban Revitalization Act by designating an urban revitalization area that is generally located on approximately 20.57 acre parcel located at the corner of Greenview Road and State Orchard Road.

This area is legally described as : A tract of land located in the Southeast Quarter of the Northeast Quarter of Section 4, Township 74 North, Range 43, West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows:
Commencing at the Northeast Corner of the SE ¼ NE ¼ of Section 4, Township 74 North, Range 43, thence West on the line of said SE ¼ NE ¼ to the Northwest corner of the same, thence South on the line of the said SE ¼ NE ¼ to the Southwest corner of the same, thence East on the line of said SE ¼ NE ¼ to the center of Royer Road, thence in a Northeasterly direction on a straight line in the center of said road to beginning;
EXCEPT
A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 4, Township 74 North, Range 43 West of the 5th P.M., City of Council Bluffs, Pottawattamie County, Iowa, more particularity described as follows:
Commencing at the Southwest corner of said Southeast Quarter of the Northeast Quarter and point of beginning; thence South 89*47’53” East, along the South line of said Southeast Quarter of the Northeast Quarter and along the centerline of Greenview Road a distance of 25.00 feet, thence North 0*14’53” West, and parallel with the West line of said Southeast Quarte of the Northeast Quarter a distance of 88.00 feet; thence North 89*47’53” West, and parallel with the South line of said Southeast Quarter of the Northeast Quarter, a distance of 25.00 feet to a point on the West line of said Southeast Quarter of the Northeast Quarter; thence South 0*14’53” East, along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 88.00 feet to the point of beginning.
Note: The South line of said Southeast Quarter of the Northeast Quarter is assumed to bear South 89*47’53” East for this description.

The Urban Revitalization Act authorizes cities to make available property tax exemptions for eligible improvements made in the area. The Amended and Restated Consolidated Urban Revitalization Plan - Amendment #3 has been prepared by the City of Council

Bluffs, Iowa, which more fully describes the proposed activities and includes information as required under the Urban Revitalization Act. This proposed plan is on file and is available for public examination at the office of the City Clerk, 209 Pearl Street, Council Bluffs, Iowa from 8:00 a.m. to 5:00 p.m., Monday through Friday.

A public hearing before the City Council has been set on this matter for Monday, October 20, 2025 at 7:00 p.m. in the Council Chambers in City Hall, 209 Pearl Street, Council Bluffs, Iowa.

All persons, groups, agencies interested in this matter are invited to submit written comments to the City Clerk on or before the public hearing or may appeal in person at the public hearing.

_____

Jodi Quakenbush, City Clerk
Council Bluffs, Iowa

Exhibit A

2nd Avenue & 28th Street Subarea Legal Description

Bryant & Clark Additions, Lots 1 through 16, Block 12 and all vac alley adj, City of Council Bluffs, Pottawattamie County, Iowa

Eastern Hills Subarea Legal Description

A tract of land located in the Southeast Quarter of the Northeast Quarter of Section 4, Township 74 North, Range 43, West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of the SE ¼ NE ¼ of Section 4, Township 74 North, Range 43, thence West on the line of said SE ¼ NE ¼ to the Northwest corner of the same, thence South on the line of the said SE ¼ NE ¼ to the Southwest corner of the same, thence East on the line of said SE ¼ NE ¼ to the center of Royer Road, thence in a Northeasterly direction on a straight line in the center of said road to beginning;

EXCEPT

A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 4, Township 74 North, Range 43 West of the 5th P.M., City of Council Bluffs, Pottawattamie County, Iowa, more particularity described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Northeast Quarter and point of beginning; thence South 89*47’53” East, along the South line of said Southeast Quarter of the Northeast Quarter and along the centerline of Greenview Road a distance of 25.00 feet, thence North 0*14’53” West, and parallel with the West line of said Southeast Quarte of the Northeast Quarter a distance of 88.00 feet; thence North 89*47’53” West, and parallel with the South line of said Southeast Quarter of the Northeast Quarter, a distance of 25.00 feet to a point on the West line of said Southeast Quarter of the Northeast Quarter; thence South 0*14’53” East, along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 88.00 feet to the point of beginning.

Note: The South line of said Southeast Quarter of the Northeast Quarter is assumed to bear South 89*47’53” East for this description.

RESOLUTION NO. 25-221

A RESOLUTION OF NECESSITY AND INTENT TO AMEND THE AMENDED AND RESTATED CONSOLIDATED URBAN REVITILIZATION PLAN – AMENDMENT 2 AND SUBAREAS FOR THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the subject subareas are appropriate areas as defined in Section 404.1.4 and Section 404.1.5 of the Iowa Code; and

WHEREAS, an amended plan for the area must be developed in accordance with Section 404.2 of the Iowa Code; and

WHEREAS, thirty days notice of public hearing is required to be sent to all property owners and occupants within the area; and

WHEREAS, notice of public hearing is also required in accordance with Section 362.3 of the Iowa Code.

WHEREAS, the legal description of these subareas are attached as Exhibit A.

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

That the development of the subareas is necessary in the interest of the City and the subareas substantially meets the criteria of Section 404.1.4 and Section 404.1.5.

BE IT FURTHER RESOLVED

That the City Council directs staff to prepare a final plan pursuant to Section 404.2 of the Iowa Code by October 20, 2025.

BE IT FURTHER RESOLVED

That the City Council directs the City Clerk to set this matter for public hearing on October 20, 2025.

ADOPTED
AND
APPROVED: September 8, 2025

Giuseppe Disalvo Mayor Pro Tem

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Resolution 25-222
Resolution of intent to enter into a Non-Exclusive Public Right-of-Way Agreement with Unite Private Networks, LLC, doing business as Segra to install, maintain, operate and control a fiber optic infrastructure network in pubic right-of-way.

Background/Discussion

The City has received an inquiry from Unite Private Networks, LLC, doing business as Segra to utilize the City's right of way in order to construct, install, repair, maintain and operate a fiber optic infrastructure network for the provision of communication services, including broadband internet access services and voice over internet protocol services. Such services will enhance the communications capability for the citizens of Council Bluffs. A draft of the proposed Agreement is attached hereto.

Staff Recommendation

Approval is recommended.

Attachments

250818 Segra Public RoW License Agreement.pdf
NOTICE of Public Hearing (Segra).docx
25-222.docx

Prepared by: Jessica Maas for Whitney Jacque
Approved by:

3.D

NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement ("**Agreement**") is by and between the City of Council Bluffs, a city organized and existing under the laws of the State of Iowa ("**Municipality**"), and Unite Private Networks, LLC, doing business as Segra and its direct parent, and its direct parent's subsidiaries, successors, or assigns ("**Licensee**").

RECITALS

A. Municipality has jurisdiction over the use of the public rights-of-way in Municipality ("**Public ROW**").

B. Licensee desires, and Municipality desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW (**"Network**") for the purpose of offering communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in Municipality ("**Customers**").

C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

AGREEMENT

In consideration of the mutual promises made below, Municipality and Licensee agree as follows:

1. <u>Permission to Use and Occupy</u>.

1.1. <u>Permission to Use and Occupy Public ROW</u>. Municipality grants Licensee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the "**Work**"). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any other Municipality property, including poles and conduits, will be governed under a separate Agreement regarding that use.

1.2. <u>Subject to State and Local Law</u>. This Agreement and the License are subject to Municipality's valid authority under state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.

1.3. <u>Subject to Municipality's Right to Use Public ROW</u>. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, streets, alleys, sidewalks, water pipes, storm drains, gas pipes,

utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4. Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, third party licenses, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

1.5. No Grant of Property Interest. The License does not grant or convey any property interest.

1.6. Non-Exclusive. The License is not exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.

2. Licensee's Obligations.

2.1. Individual Permits Required. Licensee will obtain Municipality's approval of any and all required individual encroachment, construction, and/or other required permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by Municipality.

2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.

2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by Municipality.

2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

2.6. Repair. Licensee will promptly repair any damage to the Public ROW, Municipality property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

2.7. Proposed Plan Sets - Upon submission to Municipality for permits to commence work under this Agreement, Licensee shall provide the proposed plans sets in .pdf format.

2.8. As-Built Drawings and Maps - Upon completion of the work, Licensee shall be required to submit all as-built drawings of all work completed to Municipality in either of the following formats:

Shapefile: A shapefile is a simple, non-topological format for storing the geometric location and attribute information of geographic features. Geographic features in a shapefile can be represented by points, lines, or polygons (areas). The workspace containing shapefiles may also contain dBASE tables, which can store additional attributes that can be joined to a shapefile's features, or

CAD File: CAD files often depict proposed infrastructure assets, or other proposed changes to the build or natural environment that can be represented on a map in their geographic context. The CAD drawings are often a source of new infrastructure assets, or changes to the natural environment and can be used to create or update GIS data sets.

2.9. Iowa One-Call - Licensee shall participate in Iowa's "One Call System" so that any fiber optic infrastructure can be located.

2.10. Network Design. Nothing in this Agreement requires Licensee to build to all areas of Municipality, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network.

2.11. Indefeasible Right of Use (IRU). In the event that Licensee intends to install fiber optic infrastructure in an area where municipal facilities would benefit from additional fiber strands, Licensee may provide up to four (4) strands of fiber for the IRU of Municipality between municipal facilities. Such IRU would be solely to connect the facilities of Municipality and not in any other capacity, including for resale in any manner. Such need for IRU fiber strands would be determined by Municipality upon submission of proposed set plans by Licensee. In exchange for the provisions of such IRU fiber strands, Licensee would be granted a prorated fee for such installation to be determined by the parties.

3. Municipality's Obligations.

3.1. Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. Municipality will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.

3.2. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with Municipality's planned use of the Public ROW or other Municipality property for a legitimate governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Licensee will, upon written notice from Municipality, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of Municipality's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Municipality may not require Licensee to relocate or remove its Network Facilities with less than ninety (90) days' notice.

3.3. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with (a) Municipality's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities at Licensee's cost.

3.4. Non-Discrimination. Municipality will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.

3.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by Municipality, as well as any applicable local ordinance or state law..

4. Contractors and Subcontractors.

4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.

4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under any applicable law.

4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to Municipality on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A** ("**Authorized Individuals**"). Municipality will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. Defense and Indemnity.

5.1. Obligations. Licensee will defend Municipality, its officers, elected representatives, and employees, and indemnify them against any and all Third Party Damages, including but not limited to, property damage, personal injury, or death to the extent caused by the negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("**Third Party Legal Proceeding**").

5.2. Exclusions. Section 5 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by Municipality's employee and covered under applicable workers' compensation laws.

5.3. Conditions. Section 5.1 (Obligations) is conditioned on the following: (a) Municipality must promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after Municipality was served, in accordance with Iowa law, the Third Party Legal Proceeding; (b) Municipality must reasonably cooperate in the defense at Licensee's request; and (c) Municipality must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) Municipality may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Municipality to admit liability, pay money, or take (or refrain from taking) any action, will require Municipality's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

6. **Limitation of Liability**. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

7. **Performance Bond**. Licensee will, promptly after the Effective Date, provide Municipality with a performance bond in the amount of fifty thousand dollars ($50,000) naming Municipality as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement.

8. **Insurance**.

8.1. Licensee will carry and maintain:

8.1.1. Commercial General Liability (CGL) insurance, with policy limits not less than $2,000,000 in aggregate and $2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.

8.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to Municipality's insurance compliance representative prior to the commencement of any work under this Agreement.

9. **Term**. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in

accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the tenth anniversary of the [Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least ninety (90) days prior written notice to the other party of its intent not to renew.

10. Termination.

10.1. Termination by Municipality. Municipality may terminate this Agreement if Licensee is in material breach of the Agreement, provided that Municipality must first provide Licensee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee and Municipality must mutually agree to a schedule that will establish benchmarks and an end date to allow for any cure beyond the provided one hundred eighty (180) day period. No termination under this paragraph will be effective until the relevant cure period has expired.

10.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality.

11. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

11.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to Municipality, assign this Agreement or any or all of its rights and obligations under this Agreement:

11.1.1. to any Affiliate (as defined below) of Licensee;

11.1.2. to any successor in interest of Licensee's business operations in Municipality in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

11.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in Municipality if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

11.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by

applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

12. Notice. All notices related to this Agreement will be in writing and sent, if to Licensee to the email address(es) set forth below, and if to Municipality to the address set forth in Municipality's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is _____.

13. General Provisions. This Agreement is governed by the laws of the state where Municipality is located. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[*Signature page follows*]

Signed by authorized representatives of the parties on the dates written below.

	[_____]
_____	_____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Name)	(Name)
_____	_____
(Title)	(Title)
Address: City of Council Bluffs, Legal Department – Suite 304, Council Bluffs, IA 51503	Address: _____ _____
Date: _____	Date: _____

EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]
[Date]
Via Email ([Email Address])

[MUNICIPALITY NAME, STATE]
[Addressee]
[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section [4.3] of the Non-Exclusive Public ROW License Agreement dated _____ between [MUNICIPALITY NAME, STATE] and [ENTITY NAME] hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to Municipality on behalf of ENTITY NAME. [*If applicable:* This letter amends and supersedes the Letter of Authorization dated ____.]

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by Municipality.

Kind regards,

[Name]
Manager, [ENTITY NAME]

NOTICE OF PUBLIC HEARING

A RESOLUTION OF INTENT TO ENTER INTO NON-EXCLUSIVE PUBLIC RIGHT-OF-WAY AGREEMENT WITH UNITE PRIVATE NETWORKS, LLC, DOING BUSINESS AS SEGRA TO INSTALL, MAINTAIN, OPERATE, AND CONTROL A FIBER OPTIC INFRASTRUCTURE NETWORK IN PUBLIC ROW.

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council for the City of Council Bluffs, Iowa, has scheduled a Public Hearing on the proposed Non-Exclusive Public Right-of-Way Agreement with Unite Private Networks, LLC, doing business as Segra.

You are further notified that this Public Hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting to be held at 7:00 p.m. on the 22nd day of September, 2025, in the City Council Chambers in the City Hall building, 209 Pearl Street, Council Bluffs, IA 51503, at which time and place all persons interested in said matter will be given an opportunity to be heard.

_____

JODI QUAKENBUSH City Clerk

RESOLUTION NO. 25-222

A RESOLUTION OF INTENT TO ENTER INTO NON-EXCLUSIVE PUBLIC RIGHT-OF-WAY AGREEMENT WITH UNITE PRIVATE NETWORKS, LLC, DOING BUSINESS AS SEGRA TO INSTALL, MAINTAIN, OPERATE, AND CONTROL A FIBER OPTIC INFRASTRUCTURE NETWORK IN PUBLIC ROW.

WHEREAS, The City has received an inquiry from Unite Private Networks, LLC, doing business as Segra to utilize the City's right of way in order to install, maintain, operate and control a fiber optic infrastructure network for the provision of communication services, including broadband internet access services and voice over internet protocol services; and

WHEREAS, This agreement will grant permission to Unite Private Networks, LLC, doing business as Segra, to use and occupy the Public Right-of-Way within the City of Council Bluffs, Iowa; and

WHEREAS, It is in the best interest of the City of Council Bluffs to enter into this Agreement.

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

That this matter is set for public hearing on September 22, 2025 at 7 o'clock p.m.

ADOPTED
AND
APPROVED: September 8, 2025.

_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Mayor

Case/Project No.:

Subject/Title

National Service Dog Month

Background/Discussion

Staff Recommendation

With City Council Concurrence

Attachments

National Service Dog Month.pdf

Prepared by: Alli Grimm
Approved by: Mayor Walsh

4.A

City of Council Bluffs Iowa

Office of the Mayor

PROCLAMATION

WHEREAS, we believe in the joyful, transformative power of the human-canine bond and the inclusivity of all citizens; and

WHEREAS, in the United States, 70 million adults have a disability, and only 16,000 service dogs from accredited training programs exist nationwide, and the need is growing; and

WHEREAS, Canine Companions created the service dog for people with physical disabilities 50 years ago in 1975, creating a new kind of support for disability; and

WHEREAS, Canine Companions is a nonprofit organization that enhances the lives of people with disabilities by providing expertly-trained service dogs and ongoing support to ensure quality partnerships, free of charge; and

WHEREAS, Canine Companions and their service dogs empower people with disabilities to lead lives with greater independence by providing best-in-class training, ongoing follow-up services, and a deeply committed community of support; and

WHEREAS, National Service Dog Month aims to educate our community about the benefits of service dogs and the laws protecting their handlers; and

WHEREAS, the City of Council Bluffs, Iowa, continues to work toward becoming an inclusive community in which all citizens, along with their trained service dogs, are welcomed and embraced.

NOW, THEREFORE, I, Matthew J. Walsh, Mayor of Council Bluffs, do hereby proclaim September 2025 as

National Service Dog Month

in Council Bluffs, Iowa, and encourage all citizens to celebrate service dogs and be respectful of the rights to safe access in our community, afforded to the adults, children, and veterans who lead more independent lives because of their assistance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Council Bluffs, Iowa to be affixed this 8th day of September, in the year Two Thousand Twenty-Five.

Matthew J. Walsh, Mayor

Council Communication

Department: Community Development

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

Subject/Title

Ordinances 6655 and 6656
Ordinance 6655 to amend the zoning map as adopted by reference in Section 15.27.020, by rezoning a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, from A-2/Parks, Estates, and Agricultural District to R-1/Single-Family Residential District as defined in Chapter 15.08b. Location: Undeveloped land lying north of 1375 and 1378 Chestnut Drive. ZC-25-005
Ordinance 6656 to amend the zoning map as adopted by reference in Section 15.27.020, by appending a Planned Residential Overlay on a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, as defined in Chapter 15.28. PR-25-004

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

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

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

5.A

City Council Communication

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

Subject/Title

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

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

Background

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

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

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

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

CASE #SUB-25-007

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

Comments

A. The Community Development Department provided the following comments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CASE #ZC-25-005

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

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

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

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

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

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

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

Discussion

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

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

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

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

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

Case #PR-25-004

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

A. Site Development

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

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

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

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

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

B. Off-Street Parking

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

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

C. Architecture

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

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

D. Landscaping

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

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

E. Screening

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

F. Signage

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

Recommendation

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

A. Approval of a preliminary plan for a 74-lot residential subdivision to be known as Steven Ridge Subdivision, subject to the comments above and the following conditions:
   1. Approval of the preliminary plans are tentative and does not constitute acceptance of the final plat, but is "deemed to be an authorization to proceed with the preparation of final construction plans or performance guarantee and the final plat" (Section 14.11.060(D)—Subdivision Ordinance).
   2. All applicable permits necessary to meet all local, state, and federal requirements shall be the developer's responsibility.
   3. Sidewalk installation along all frontages of each proposed lot shall be completed prior to issuance of a Certificate of Occupancy for each lot. All sidewalks shall be built to City standards.
   4. Street trees shall be planted along the frontage of each proposed lot, as shown in the submitted landscaping plan, prior to issuance of a Certificate of Occupancy for each lot. Said street trees shall be planted between the sidewalk and back of curb. All proposed trees within the City's right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.
   5. All utilities shall be installed underground. All costs to construct, remove, and/or relocate any utilities for the proposed subdivision shall be the responsibility of the developer and not the City.
   6. The preliminary plan, included as Attachment 'B', shows an existing 50' wide power easement, which encompasses existing overhead facilities along the easterly portion of the proposed subdivision. Said easement area shall be noted on the final plat.
   7. All future streetlights shall meet City standards. All costs associated with the installation of streetlights shall be the responsibility of the developer and not the City.

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

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

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

Public Hearing

Staff speakers for the request:
1. Haley Weber, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs IA, 51503
2. Christopher Gibbons, Planning & Code Compliance Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor:
1. Melvin Sudbeck, 16255 Woodland Drive, Omaha, NE 68136

Speakers against: None.

Speakers asking general questions:
1. Brad Anderson, 16888 State Orchard Road, Council Bluffs, IA 68136

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

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

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

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

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

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

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

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

Attachments

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

Prepared by: Haley Weber, Planner, Community Development Department

STEVEN RIDGE

PRELIMINARY PLAN / DEVELOPMENT PLAN

LETTER OF INTENT

FSE #: 051.001

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

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

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

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

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

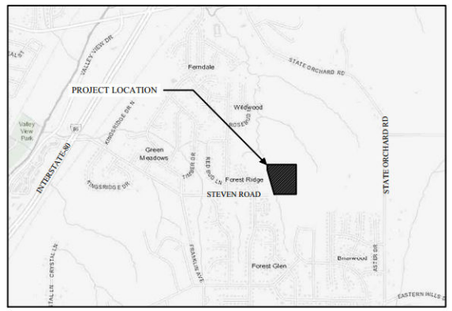
Beyond the flexibility in setbacks, the PR Overlay for the development will also provide aesthetic appeal and landscape preservation features. All proposed lots will be required to have street trees, as per the city's approved street tree list. The proposed sewer lift station will have screening provided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

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

ATTACHMENT B

STEVEN RIDGE

PRELIMINARY PLAN
LOTS 1-69, OUTLOTS A-E



VICINITY MAP

NOT TO SCALE

ACCEPTANCE BY THE COUNCIL BLUFFS CITY ENGINEER

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

_____
COUNCIL BLUFFS CITY ENGINEER

ACCEPTANCE BY THE COUNCIL BLUFFS CITY PLANNING COMMISSION

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

_____
CHAIRPERSON, COUNCIL BLUFFS PLANNING COMMISSION

VARIANCES

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

CIVIL SHEET INDEX

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

LEGEND

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



APPLICANT

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

ENGINEER

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

SURVEYOR

ALPHA LAND SURVEYING
OMAHA, NEBRASKA
402-380-1939

LEGAL DESCRIPTION

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

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

ROADWAY CENTERLINE CURVE DATA

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

ZONING

EXISTING:
AGRICULTURAL (A-2)

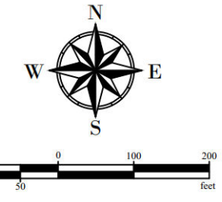
PROPOSED:
RESIDENTIAL (R-1) WITH PLANNED RESIDENTIAL OVERLAY

NOTES

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

UTILITY COMPANIES

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



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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Preliminary Plan

1 of 1

STEVEN RIDGE
PRELIMINARY PLAN



LEGEND

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

N
W E
S

100 0 100 200
scale 50 feet

PRELIMINARY
NOT FOR CONSTRUCTION

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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

July 14, 2025

Existing Conditions

Exhibit A57

STEVEN RIDGE
PRELIMINARY PLAN



LEGEND

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

N
W E
S

100 0 100 200
scale 50 feet

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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

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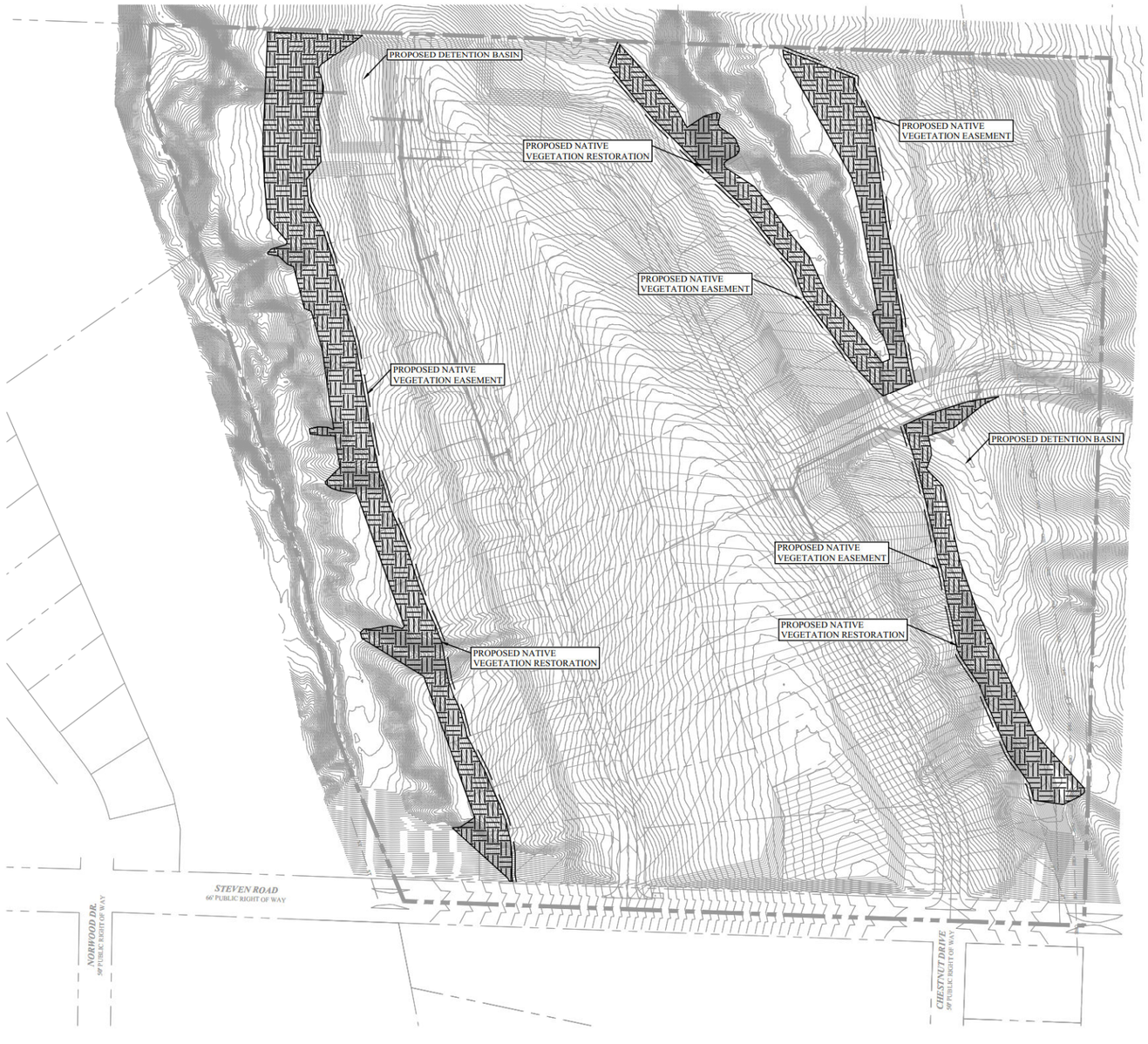
July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Grading and Drainage Plan

Exhibit B-58

STEVEN RIDGE
PRELIMINARY PLAN



LEGEND

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

N
W E
S

100 0 100 200
scale 50 feet

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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

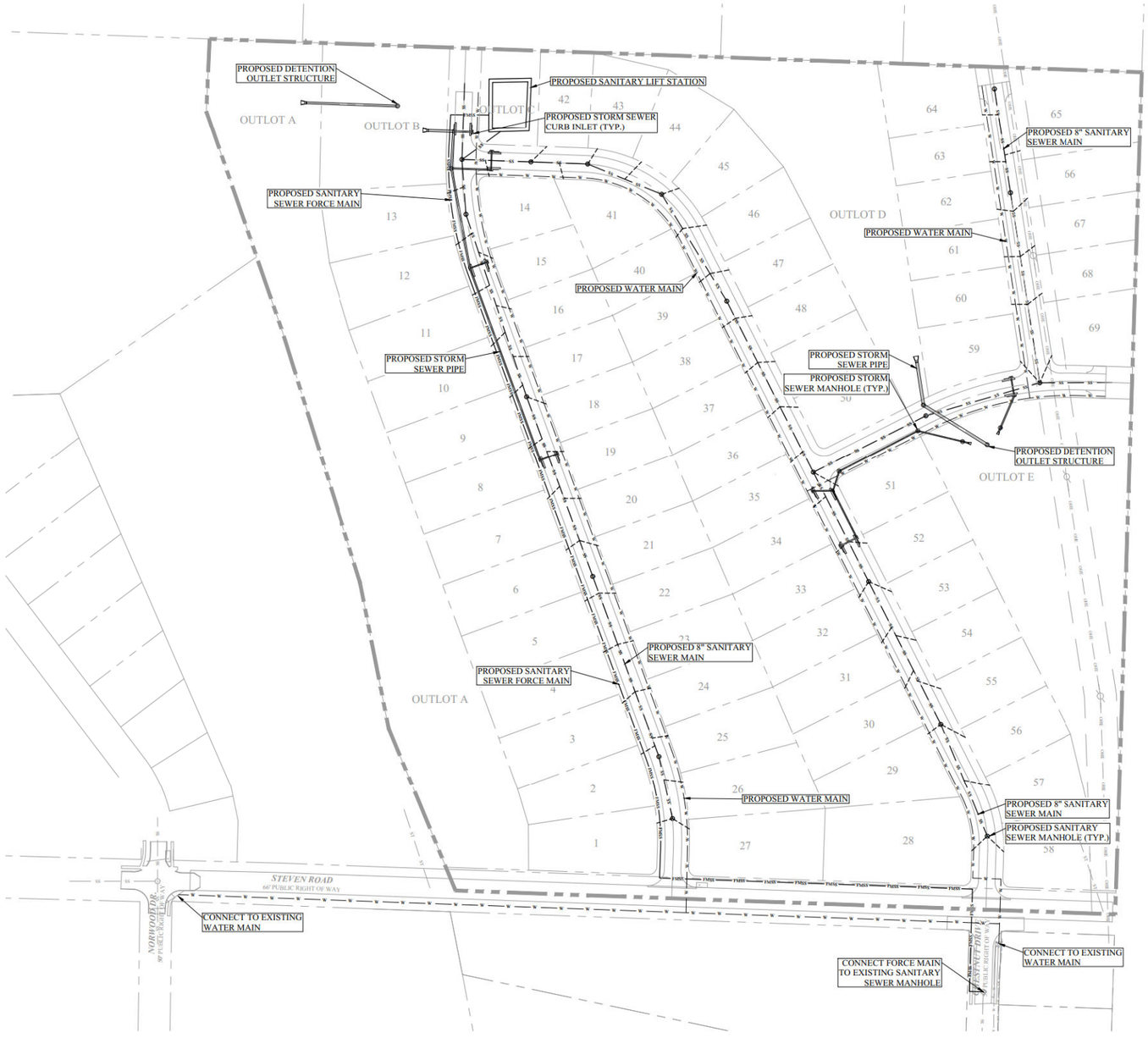
July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Post Construction Plan

Exhibit B59

STEVEN RIDGE
PRELIMINARY PLAN



LEGEND

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

N W E S

100 0 100 200
scale 50 feet

PRELIMINARY
NOT FOR CONSTRUCTION

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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

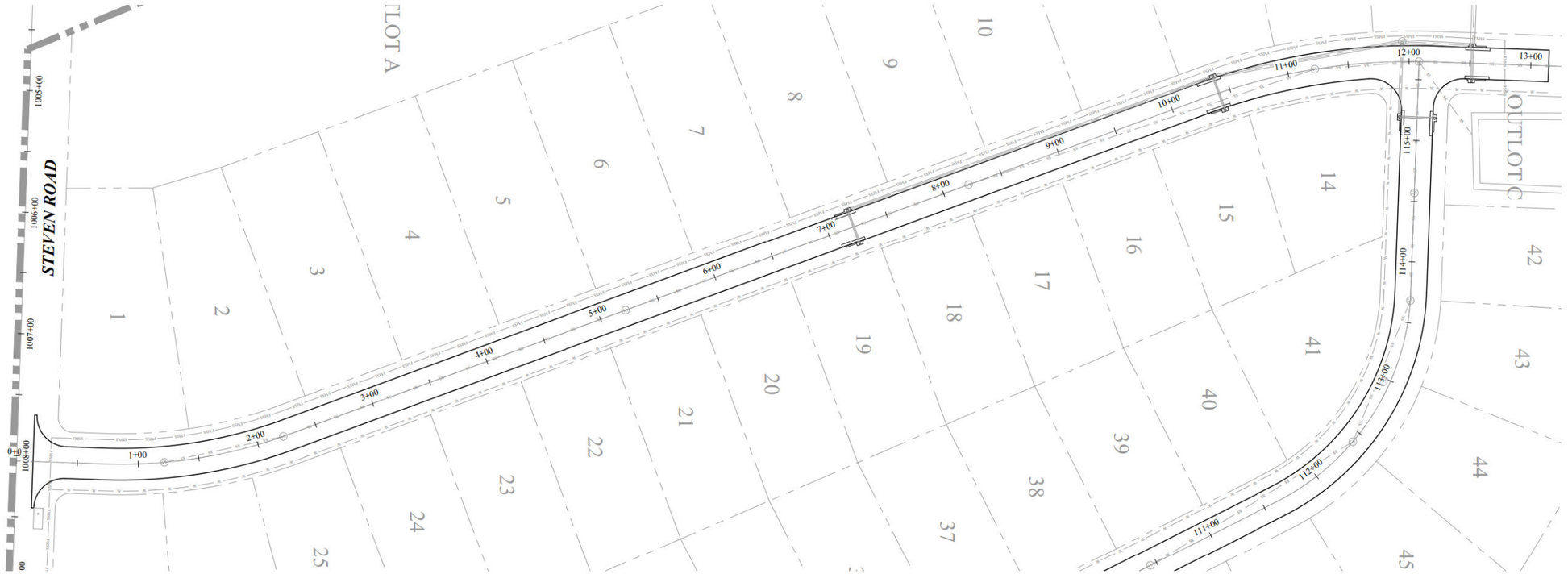
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FSE #: 051.001

July 14, 2025

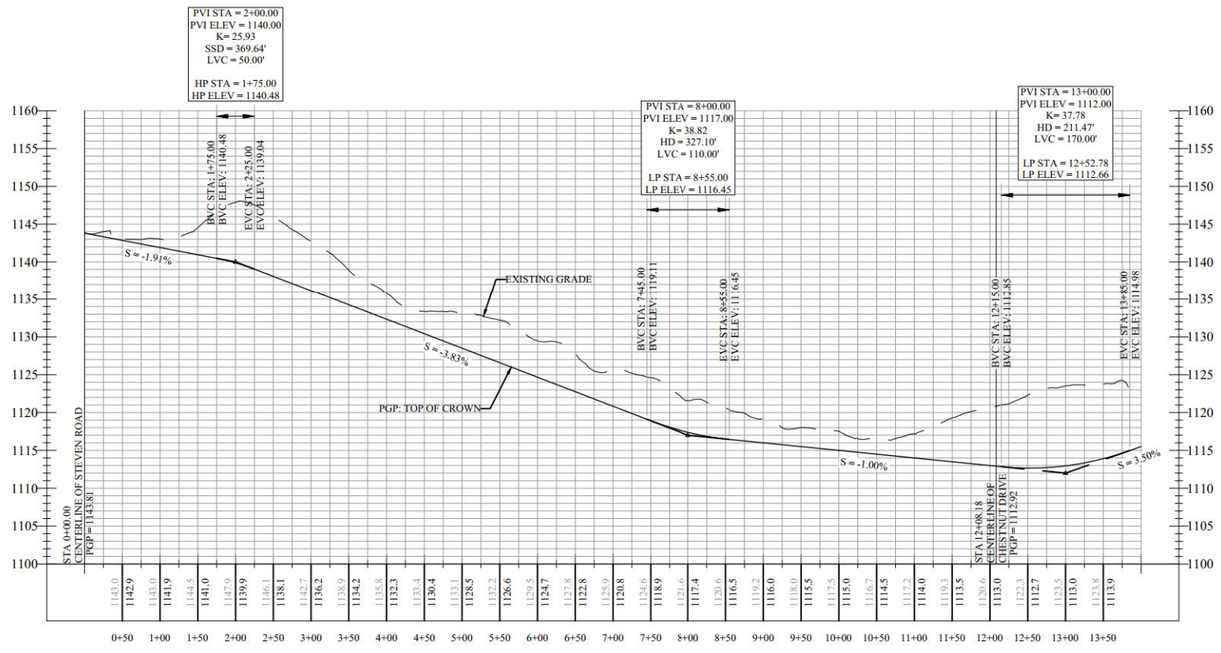
Utility Plan

Exhibit C60

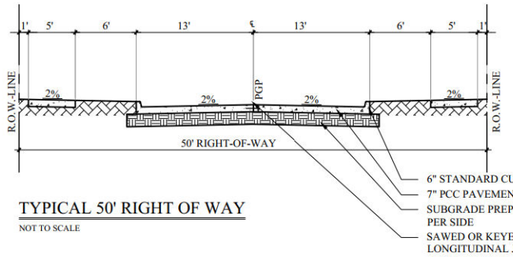
STEVEN RIDGE
PRELIMINARY PLAN



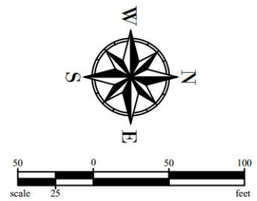
PLAN
SCALE: 1"= 50'



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



TYPICAL 50' RIGHT OF WAY
NOT TO SCALE



LEGEND

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

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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

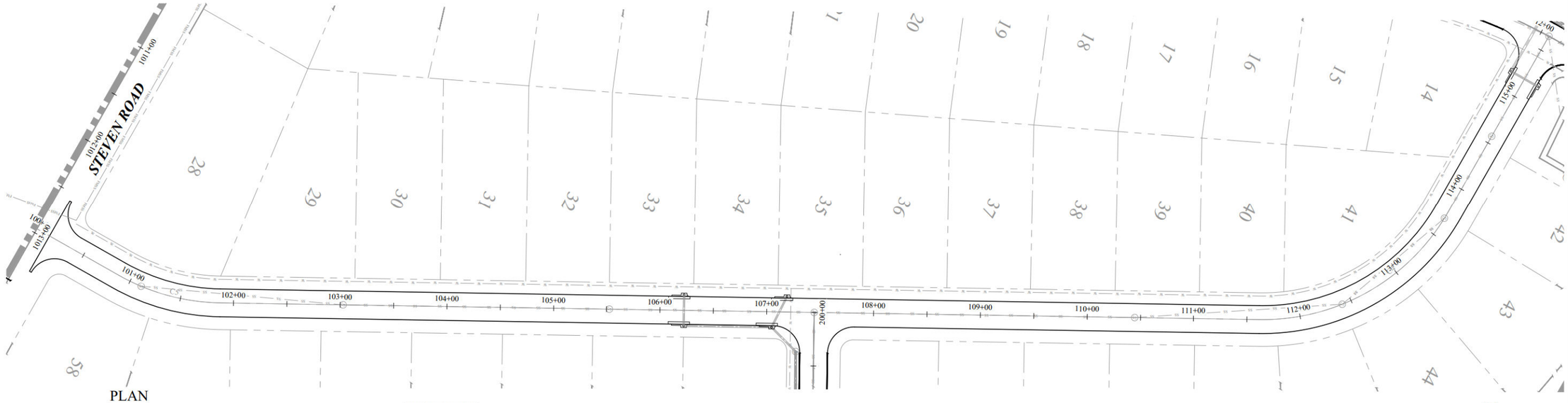
July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

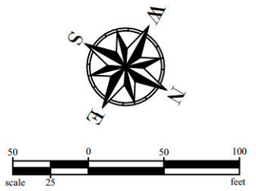
Paving Plan

Exhibit D61

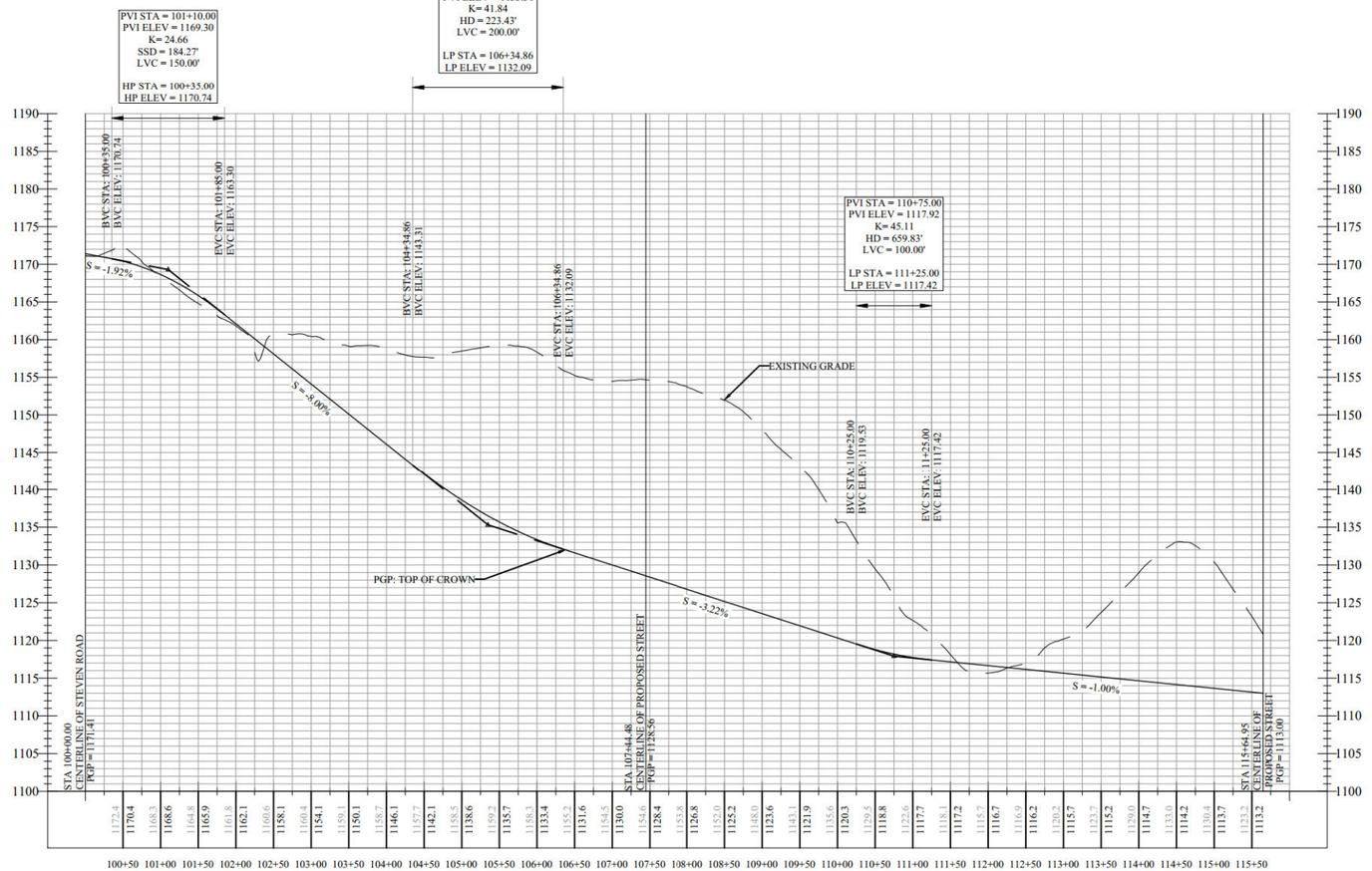
STEVEN RIDGE
PRELIMINARY PLAN



PLAN
SCALE: 1"= 50'



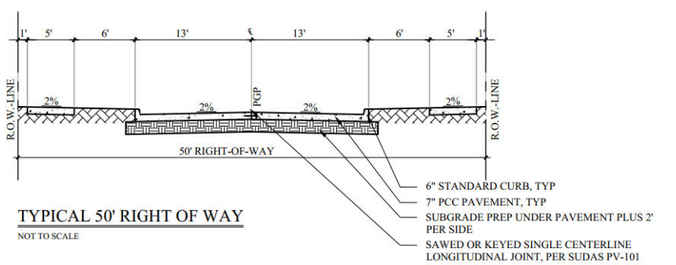
50 0 50 100
scale 25 feet



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

LEGEND

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



TYPICAL 50' RIGHT OF WAY
NOT TO SCALE

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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

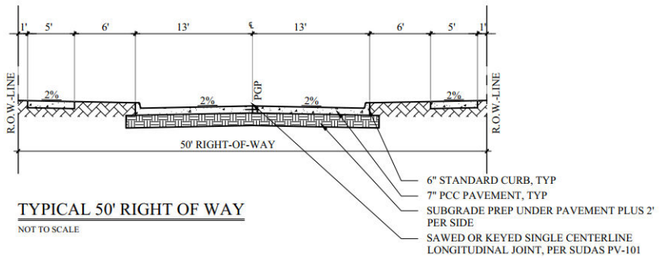
July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

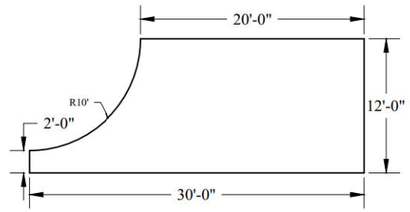
Paving Plan

Exhibit D62

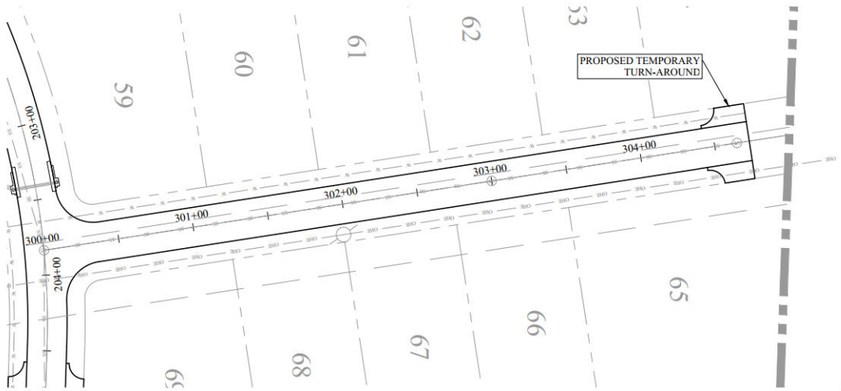
STEVEN RIDGE
PRELIMINARY PLAN



TYPICAL 50' RIGHT OF WAY
NOT TO SCALE

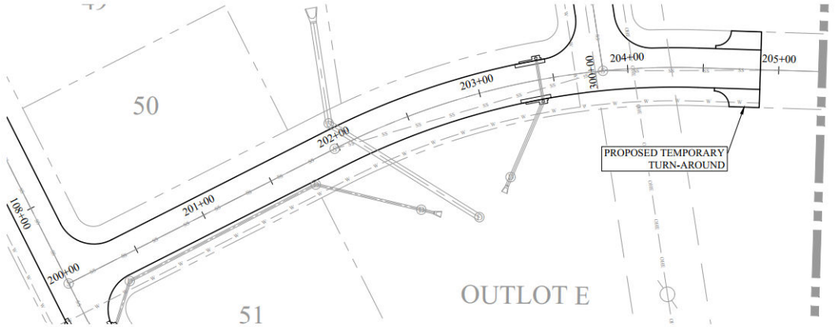


TEMPORARY TURN-AROUND DETAIL
NOT TO SCALE

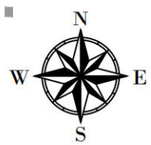


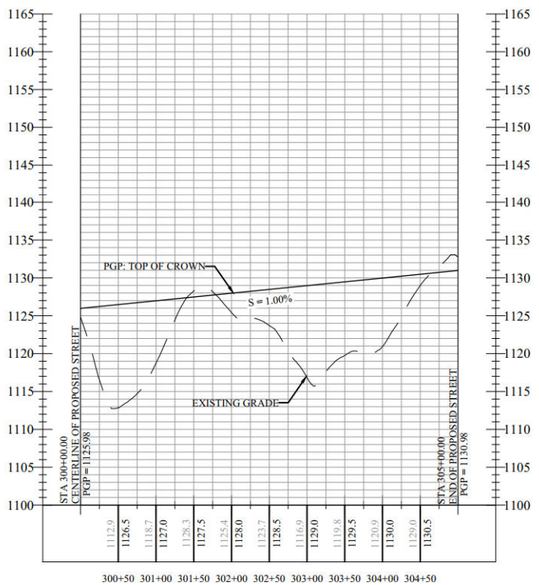
PLAN
SCALE: 1"= 50'



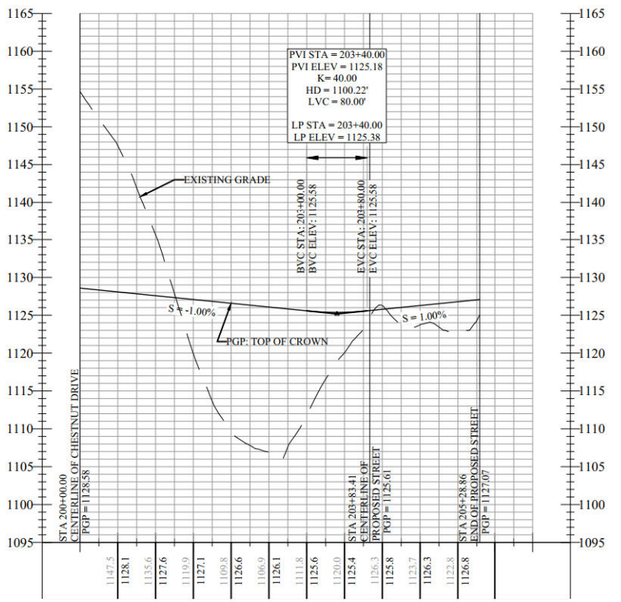


PLAN
SCALE: 1"= 50'





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



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

LEGEND

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

PRELIMINARY
NOT FOR CONSTRUCTION

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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

July 14, 2025

Paving Plan

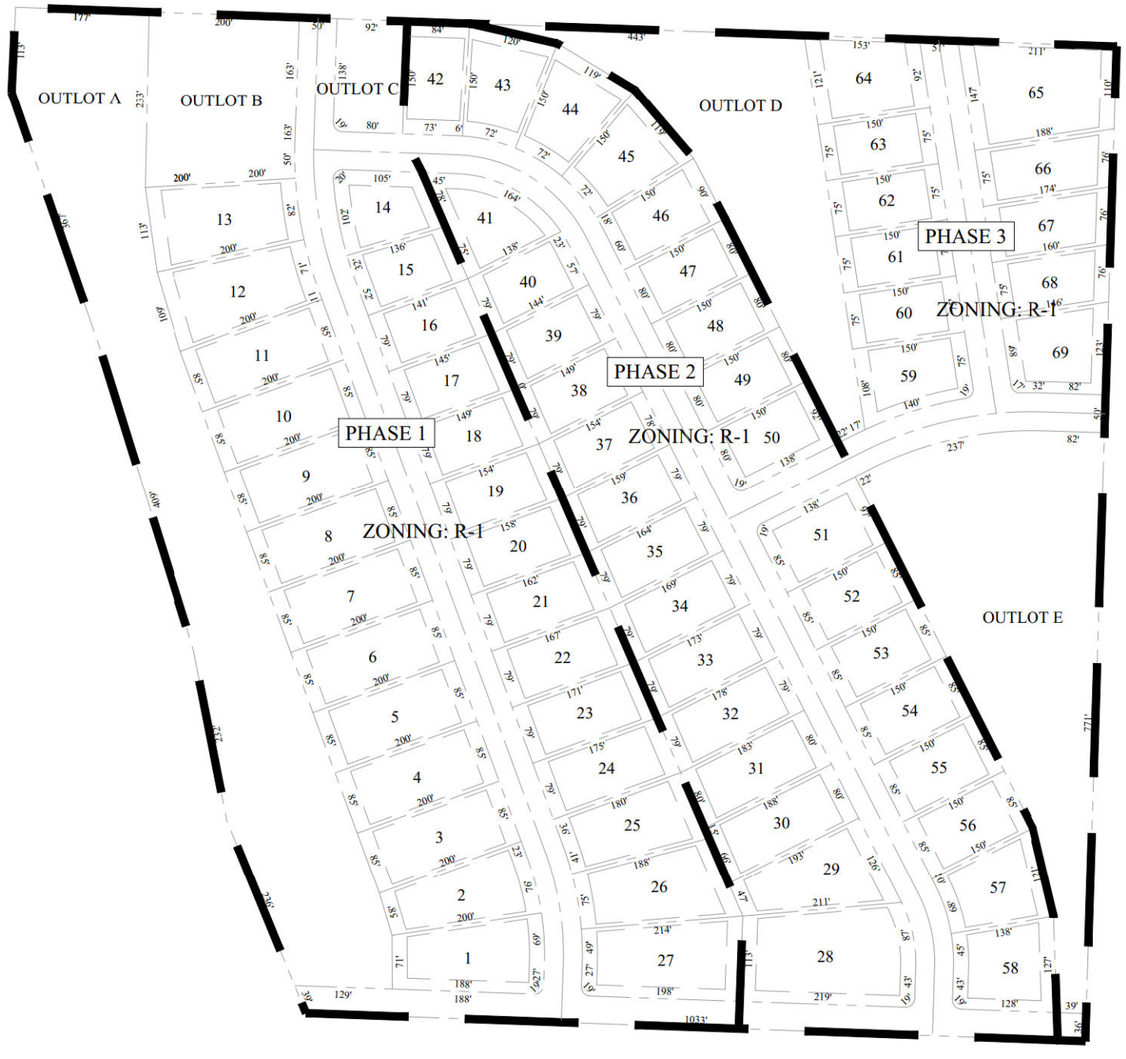
Exhibit D

STEVEN RIDGE
PRELIMINARY PLAN

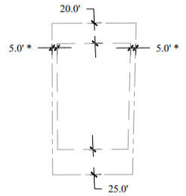
LOT AREA TABLE	
LOT #	AREA (AC)
1	0.41
2	0.36
3	0.39
4	0.39
5	0.39
6	0.39
7	0.39
8	0.39
9	0.39
10	0.39
11	0.39
12	0.44
13	0.44
14	0.28
15	0.25
16	0.26
17	0.27
18	0.27
19	0.28
20	0.29
21	0.30
22	0.31
23	0.31
24	0.32
25	0.36
26	0.42
27	0.49
28	0.66
29	0.39
30	0.35
31	0.34
32	0.33
33	0.32
34	0.31
35	0.30

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

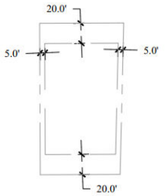
LOT AREA TABLE	
LOT #	AREA (AC)
OUTLOT A	4.09
OUTLOT B	1.02
OUTLOT C	0.32
OUTLOT D	1.87
OUTLOT E	2.83



TYP. R-1 ZONING SETBACK



PROPOSED MODIFIED SETBACK

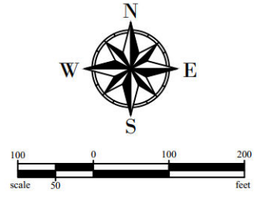


SETBACK NOTE

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

LEGEND

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



PRELIMINARY
NOT FOR CONSTRUCTION

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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

July 14, 2025

Zoning Plan

Exhibit E64

ATTACHMENT C

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

Legend

Subject Property

0 205 410

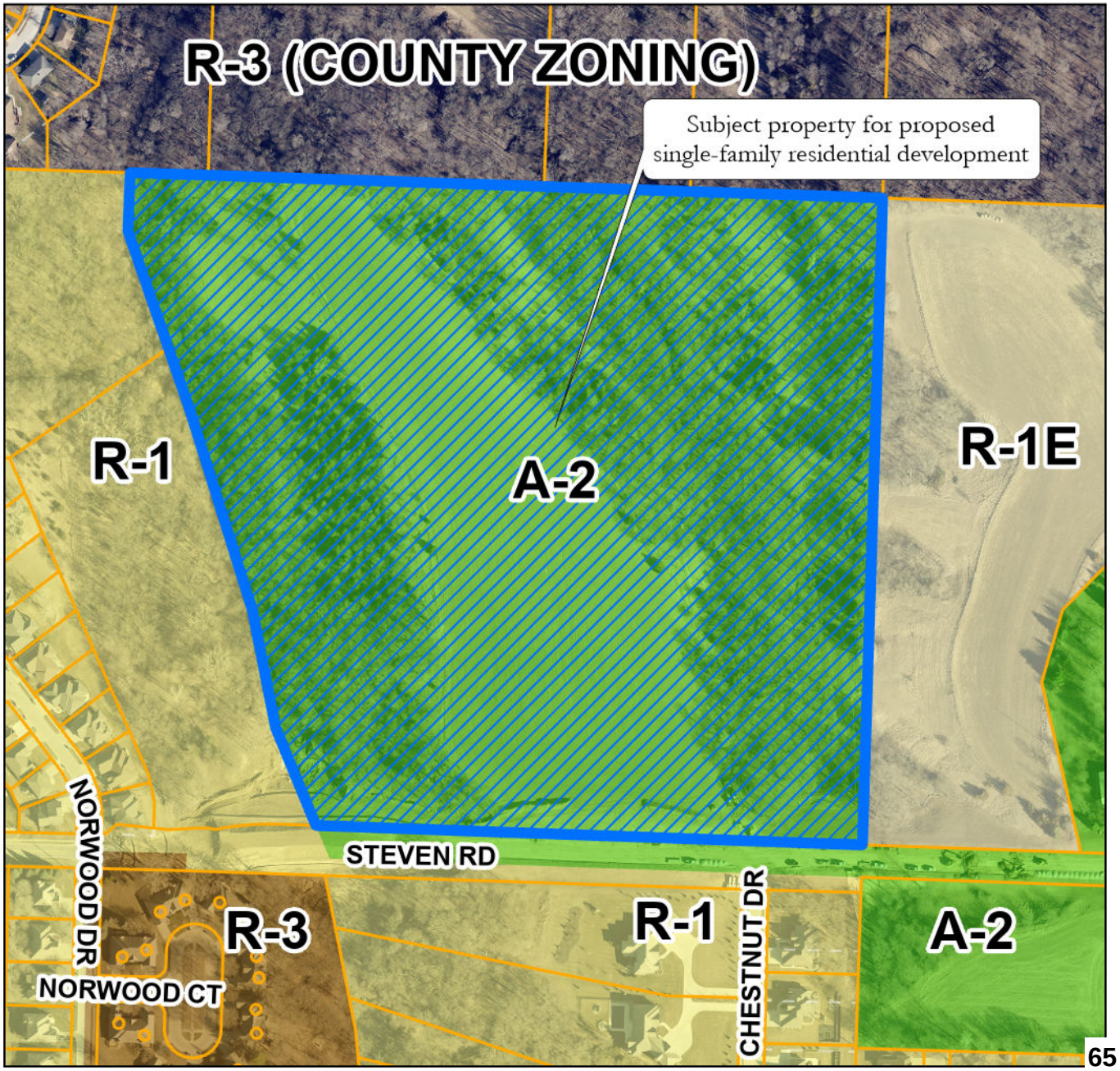
1 inch = 305 feet



Last Amended: 7/21/2025

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

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



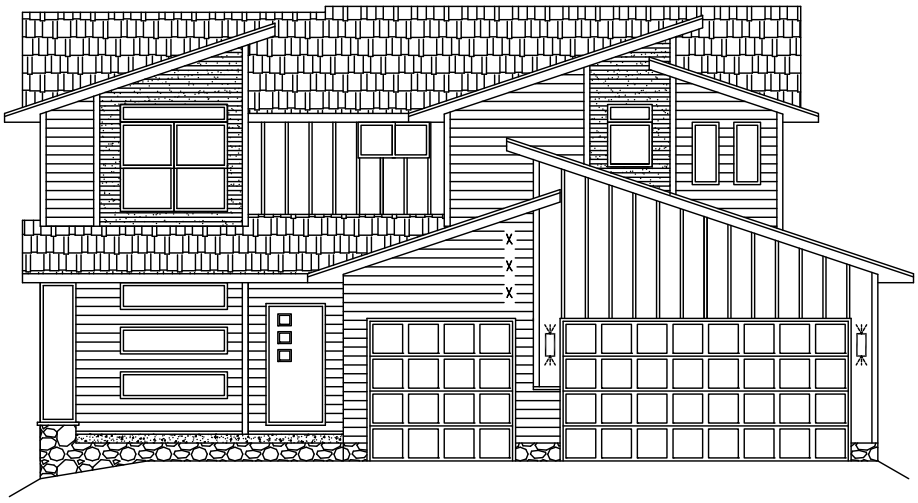
SUDBECK HOMES

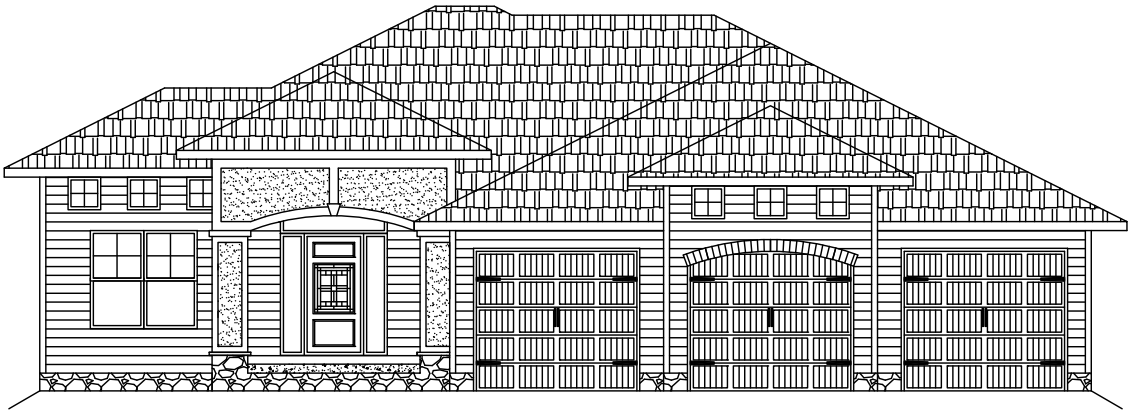
STEPHENS ROAD

ELEVATION CONCEPTS

SUDBECK HOMES, 402-895-3288

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED





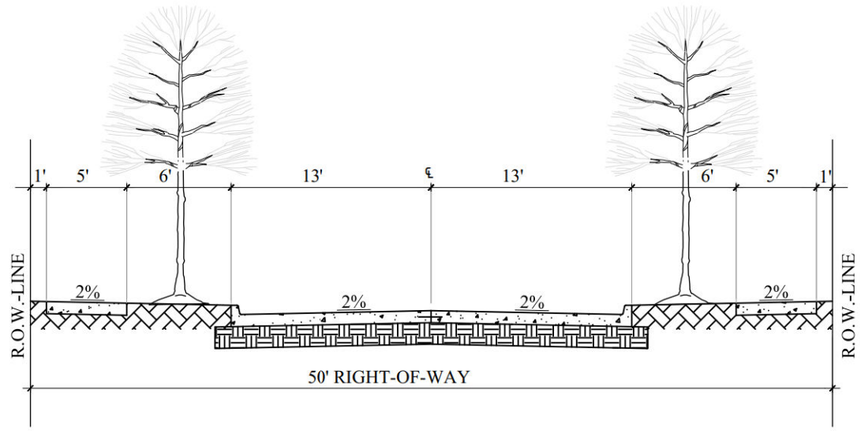


#PROTO_STEPHENSROAD

ATTACHMENT E

STEVEN RIDGE
DEVELOPMENT PLAN

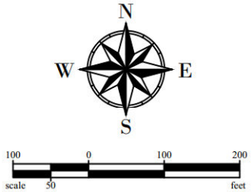




TYPICAL TREE LOCATION
NOT TO SCALE

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

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



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

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

July 22, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Landscape Plan
C105

ORDINANCE NO. 6655

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

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

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

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

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

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

ADOPTED
AND September 8, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

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

ORDINANCE NO. 6656

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

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

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

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

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

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

ADOPTED
AND September 8, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

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

Planning Case No. #PR-25-004

Council Communication

Department: Community Development

Case/Project No.: PR-25-003

Subject/Title

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

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

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

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

5.B

City Council Communication

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

Subject/Title

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

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

Background

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

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

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

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

Zoning/Land Use

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

Direction	Existing Zoning Districts	Existing Land Uses

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

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

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

Attachments – The following attachments are included with this report:

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

CASE #SUB-25-008

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

Comments

The Community Development Department provided the following comments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Council Bluffs Fire Department stated they have no comments.

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

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

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

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

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

CASE #PR-23-003

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

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

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

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

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

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

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

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

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

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

1. Site Development

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Off-Street Parking

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

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

3. Architecture

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

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

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

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

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

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

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

4. Landscaping

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

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

5. Signage

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

Recommendation

The Community Development Department recommends the following:

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

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

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

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

Public Hearing

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

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

Speakers against: None

The City Planning Commission recommended:

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

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

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

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

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

Attachments

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

Prepared by: Haley Weber, Planner, Community Development Department

ATTACHMENT A

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

Legend

Subject Property - Baldwin Court Phase 2

0 30 60

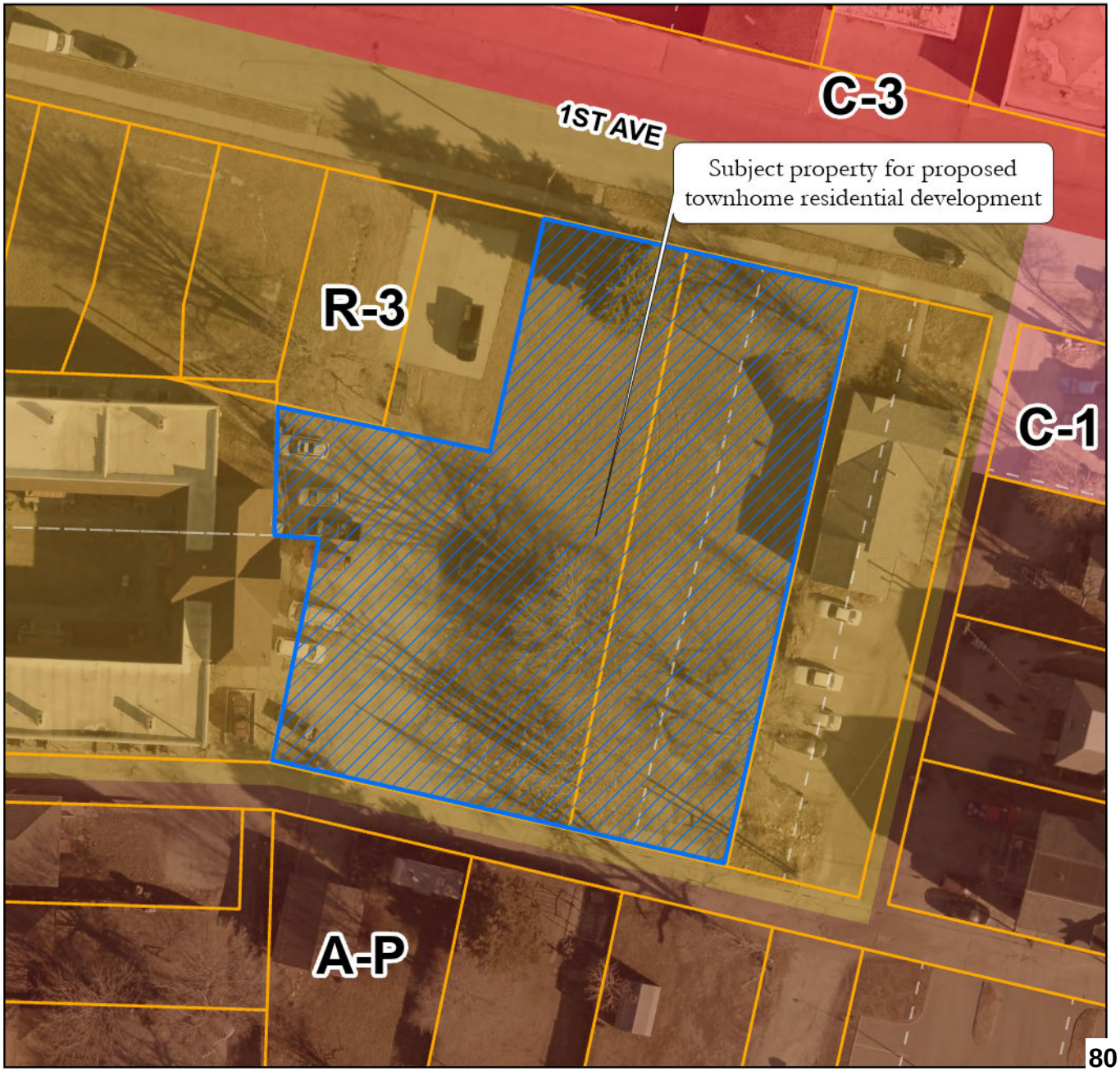
1 inch = 51 feet



Last Amended: 7/21/2025

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

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



ATTACHMENT B

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

BALDWIN COURT PHASE 2

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

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

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

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH DATE

ATTESTED TO BY:

CITY CLERK: JODI QUAKENBUSH DATE

COMMUNITY DEVELOPMENT DIRECTOR: COURTNEY HARTER DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

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

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

DEDICATION:

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

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

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

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

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

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

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

BY: _____
BLAKE JOHNSON EXECUTIVE DIRECTOR

STATE OF IOWA)
) SS.
COUNTY OF POTTAWATTAMIE)

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

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

PROFESSIONAL LAND SURVEYOR
JEFFREY D. DIMON
29399
IOWA

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

JEFFREY D. DIMON DATE

LICENSE NUMBER 29399

MY LICENSE RENEWAL DATE IS DECEMBER 31, _____.

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

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

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

JDD drawn
JDD designed
JDD approved
JULY 25 date
revision

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

project no. 104725
sheet 1 OF 3

By: hgm: 104725 T:\Dropfiles\104725 Baldwin Court\Engineering\Dwgs\Survey

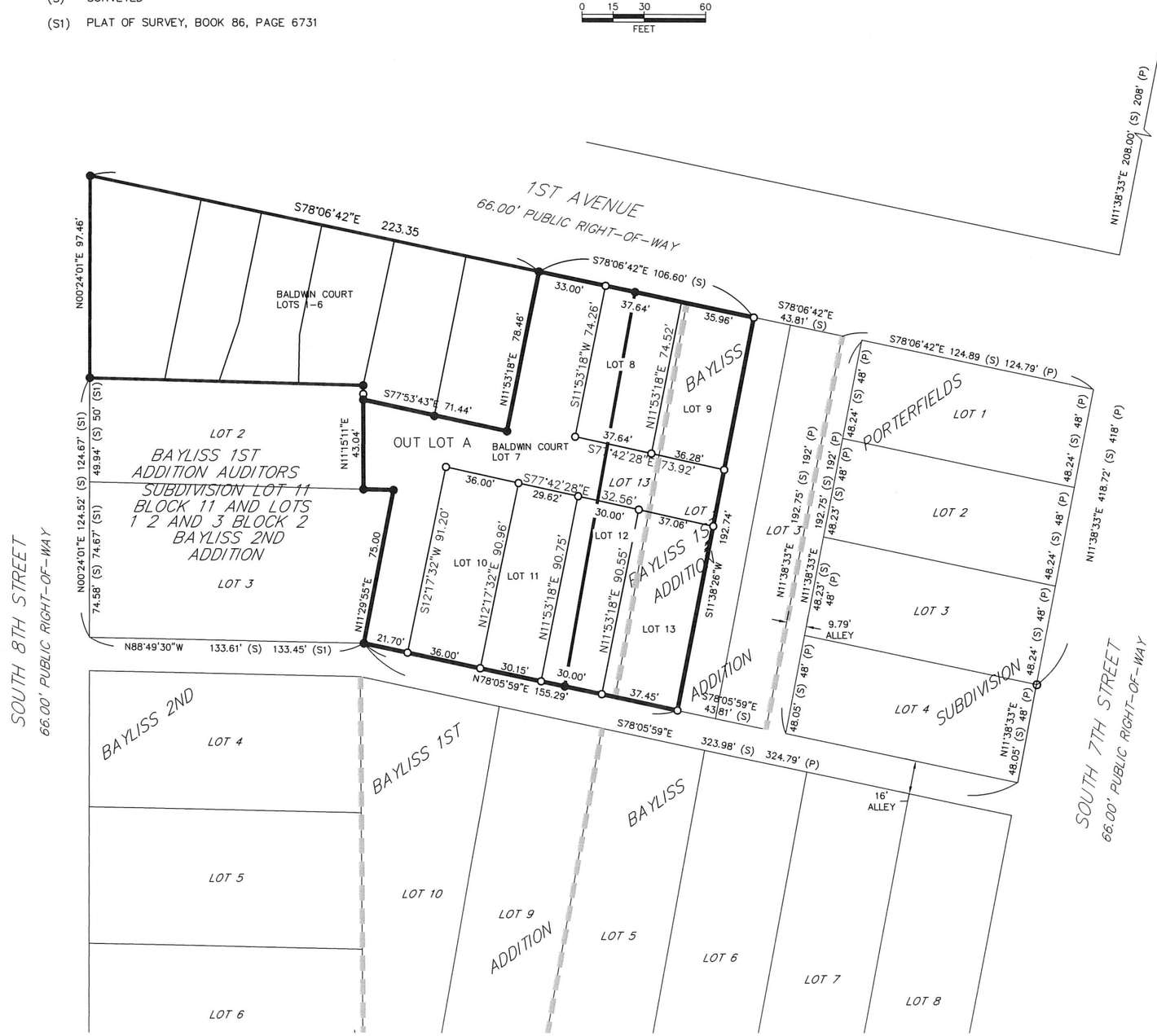
BALDWIN COURT PHASE 2

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

LEGEND

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

0 15 30 60
FEET



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

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

JNS drawn
DEE designed
DEE approved
JULY 23 date
revision

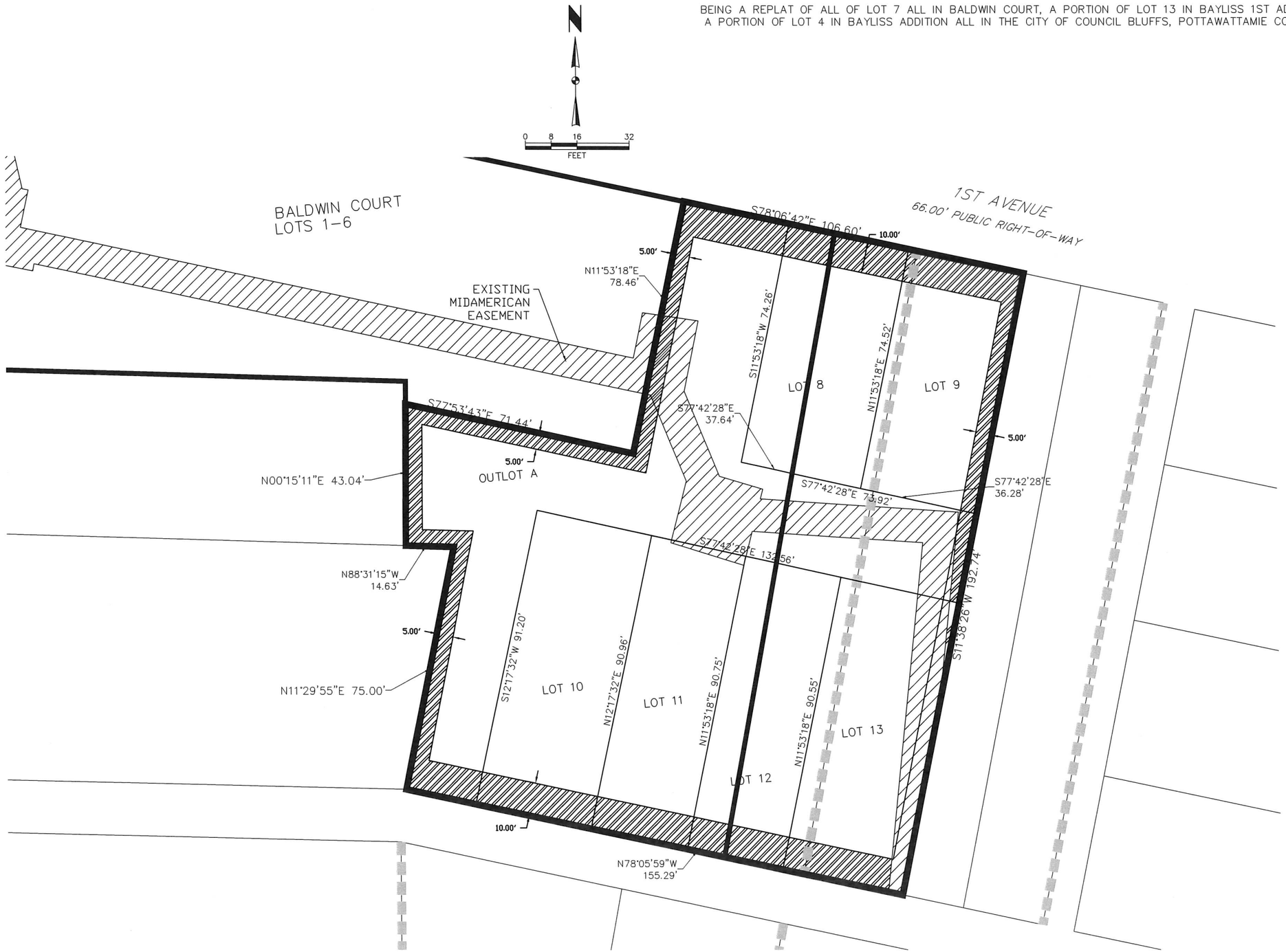
project BALDWIN COURT PHASE 2
client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503
sheet REPLAT

project no. 104523
sheet 2 OF 3

fp: hgm: 104725 T:\Working\104725 Baldwin Court\Engineering\Dwgs\Survey

BALDWIN COURT PHASE 2

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



UTILITY EASEMENT DETAIL

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640 FIFTH AVENUE COUNCIL BLUFFS, IOWA
PHONE: (712) 323-0530

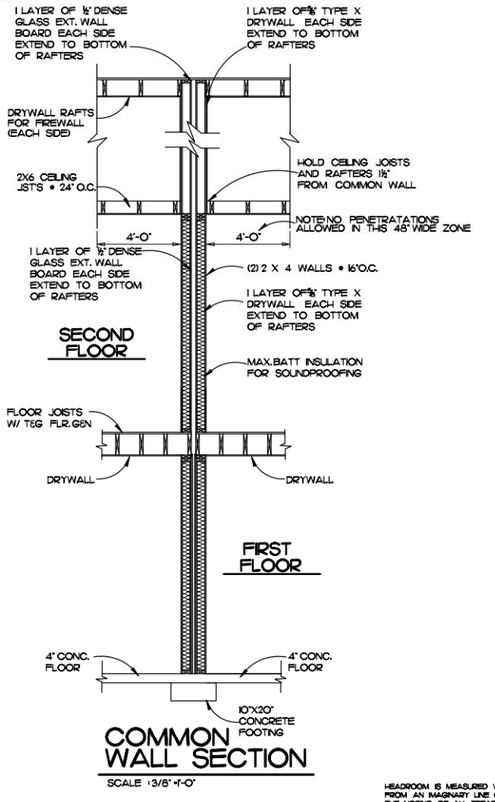
JDD drawn
JDD designed
JDD approved
JULY 25 date
revision date

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

project no. 104725
sheet 3 OF 3

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

ATTACHMENT C



COMMON WALL SECTION

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

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.2 AND TABLE R602.10.5

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

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

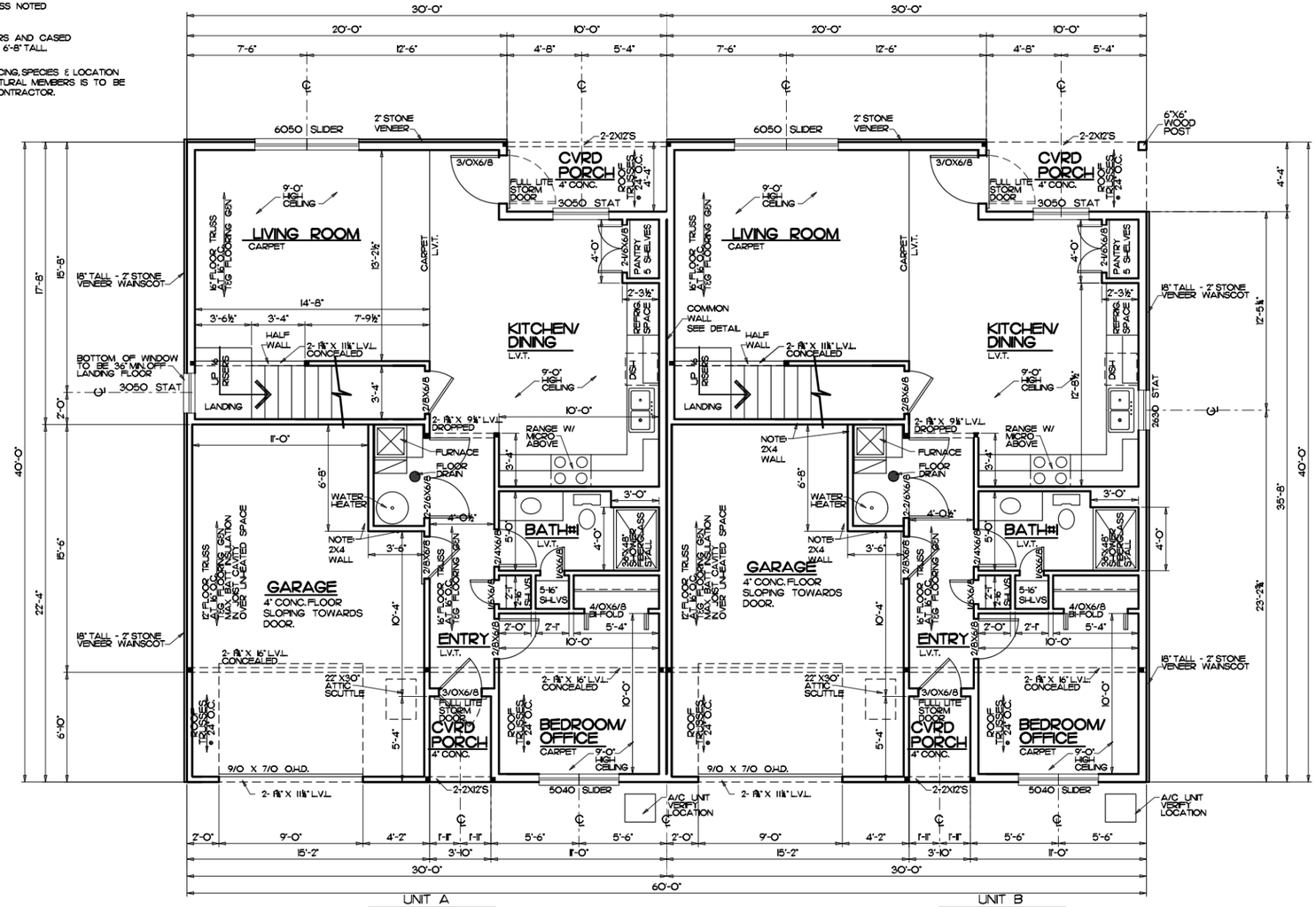
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS.

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

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

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

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



UNIT A

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

UNIT B

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

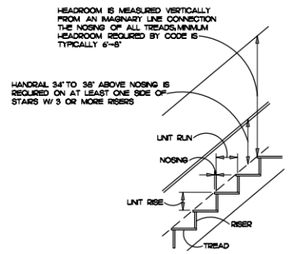
FIRST FLOOR PLAN

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

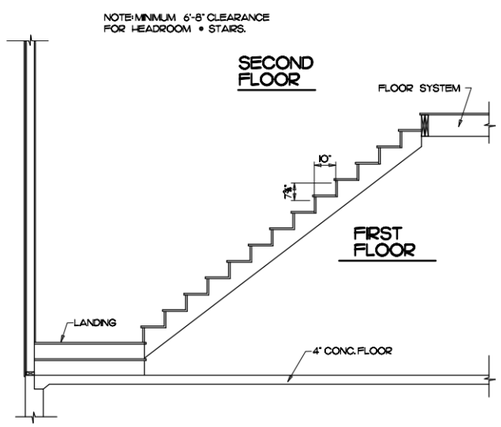
STAIRS/GUARDRAILS

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

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



TYPICAL STAIR DIMENSIONS



STAIR SECTION

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

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. IT IS THE RESPONSIBILITY OF THE BUILDER TO VERIFY ALL DIMENSIONS AND CONDITIONS ON THESE PLANS FOR YOUR SPECIFIC SITE. CONSULT YOUR CONSTRUCTION MANUAL AND/OR A LOCAL BUILDING PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE.

1755 PLAN

COUNCIL BLUFFS HABITAT FOR HUMANITY BALDWIN COURT TOWNHOMES 2

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DESIGNED BY TRK

TRK & Associates
Residential Design Services
402-592-6968

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.2 AND TABLE R602.10.5

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

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

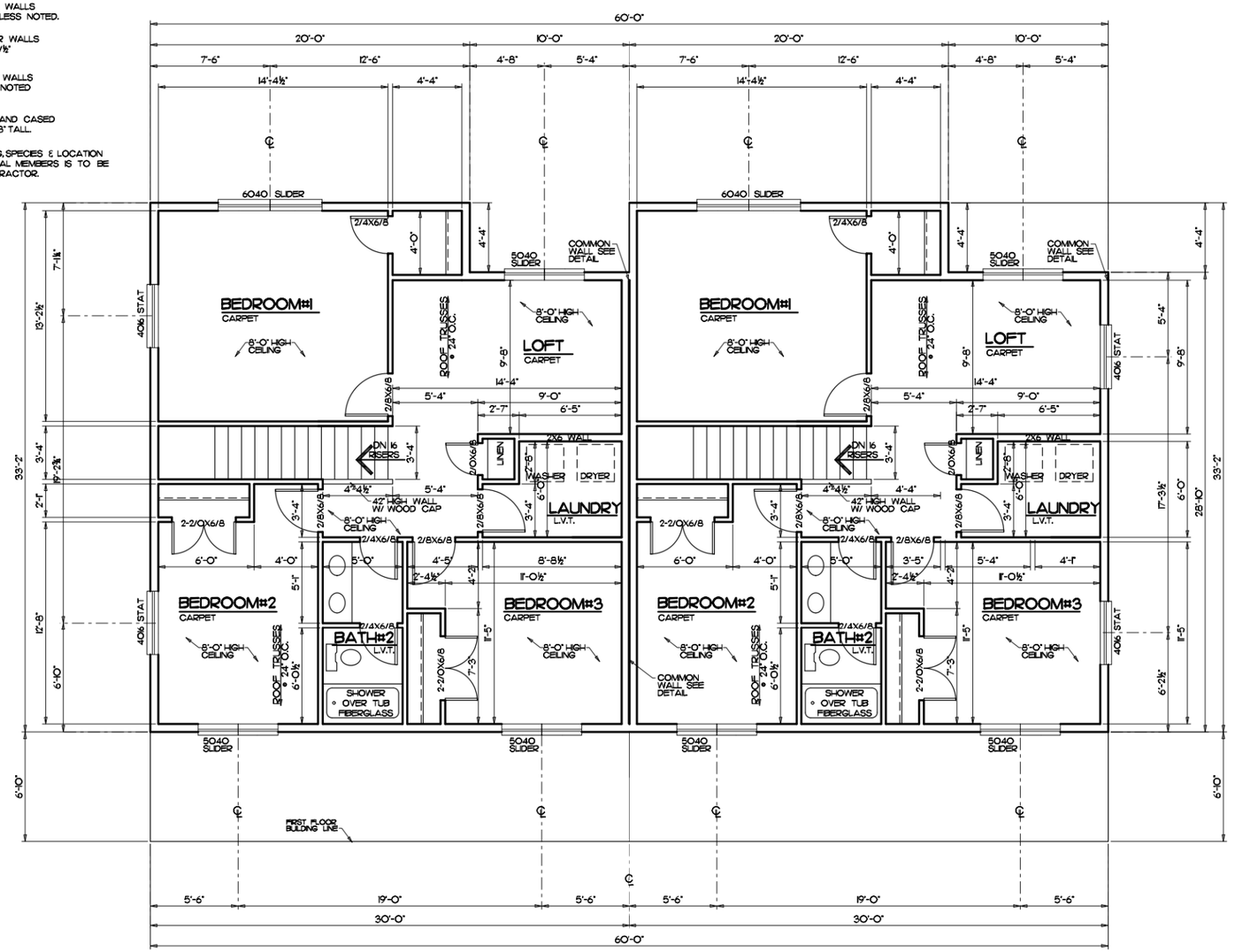
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS UNLESS NOTED.

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

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

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

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



UNIT A
FIRST FLOOR = 952 SQ.FT.

SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

UNIT B
FIRST FLOOR = 952 SQ.FT.

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

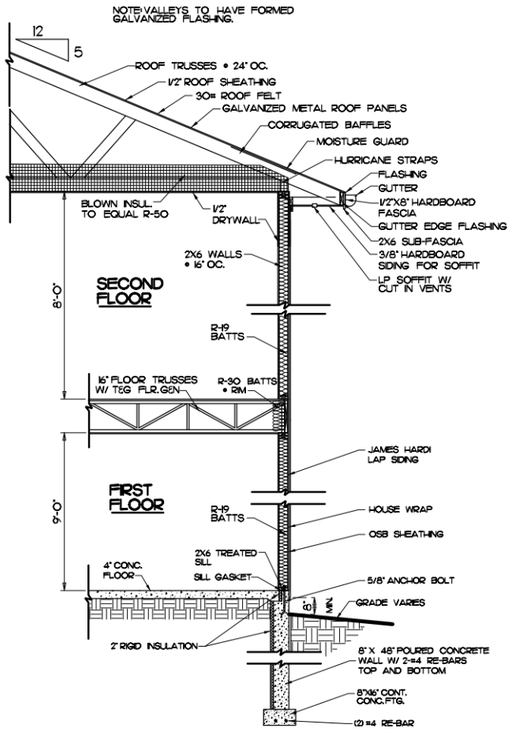
DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WARRANTY AS TO THE FITNESS OF THESE PLANS FOR YOUR SPECIFIC SITE/CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE

1755 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

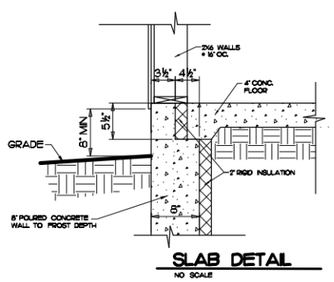
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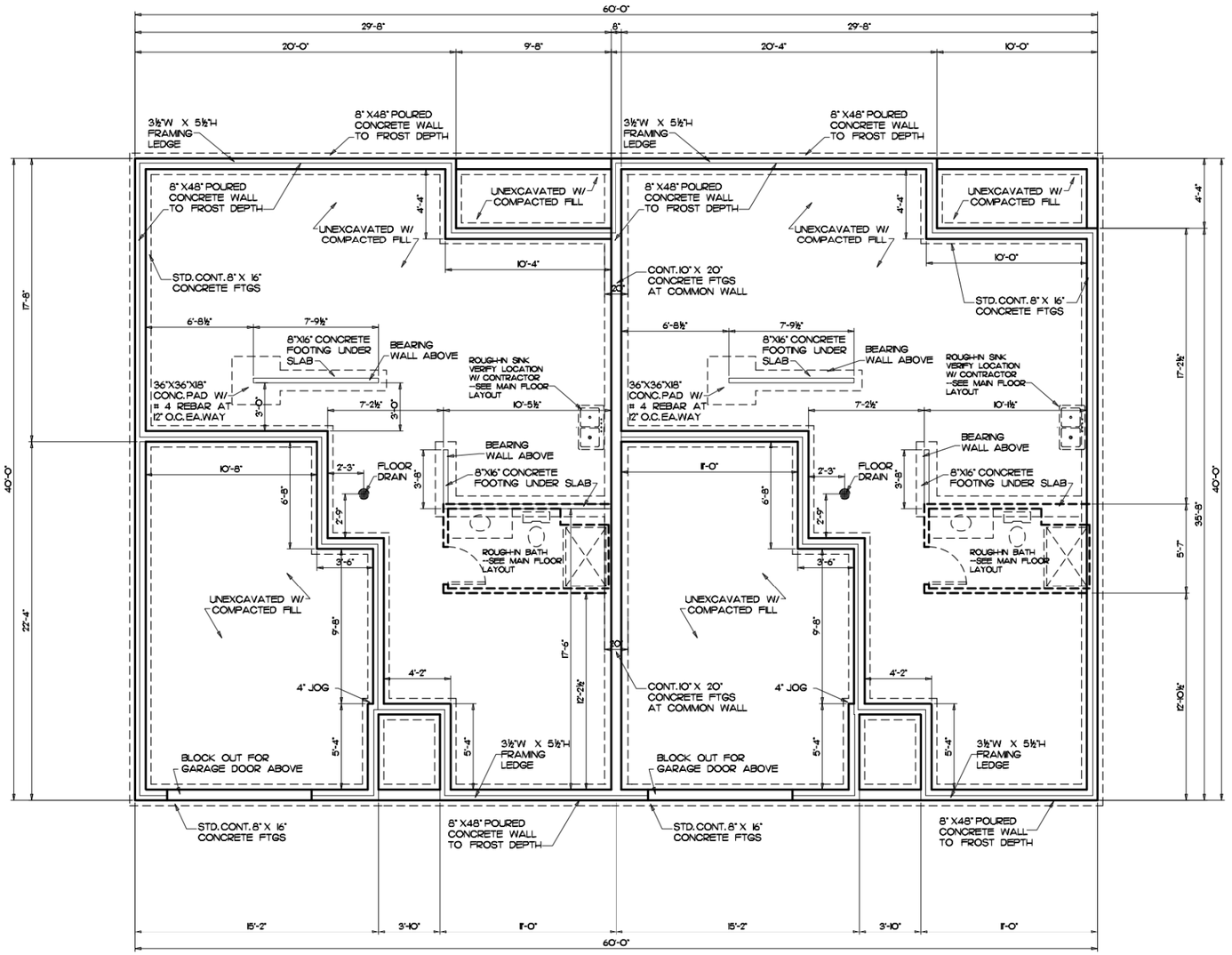
WALL SECTION

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



SLAB DETAIL

NO SCALE



FOUNDATION PLAN

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

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

CUSTOM CHANGES 402-592-6968 REVERSED PLANS

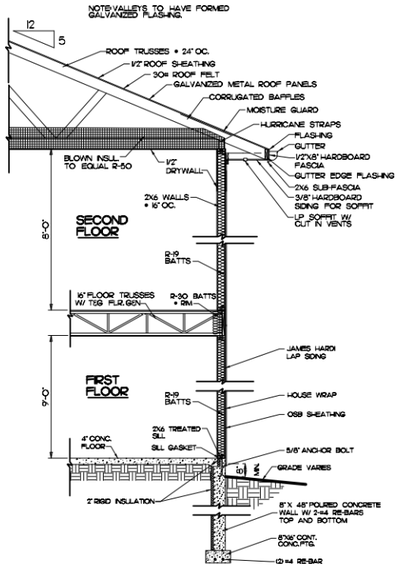
DESIGNER IS NOT AN ARCHITECT OR ENGINEER. SERVICES INCLUDE THESE PLANS FOR WARRANTY PURPOSES ONLY. IT IS YOUR RESPONSIBILITY TO HAVE YOUR SPECIFIC SITE/CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE.

1755 PLAN

COUNCIL BLUFFS HABITAT FOR HUMANITY BALDWIN COURT TOWNHOMES 2

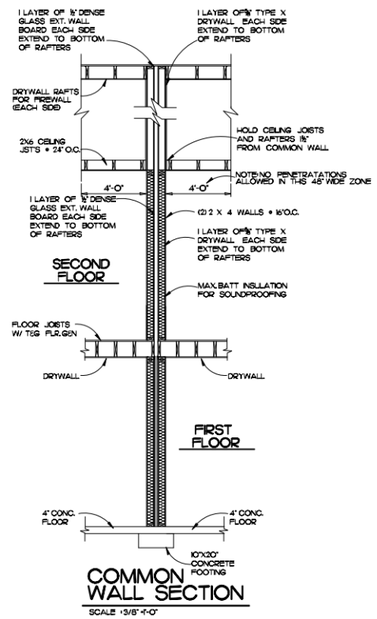
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402-592-6968



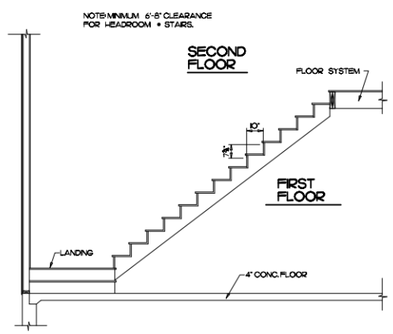
WALL SECTION

SCALE 3/4"=1'-0"



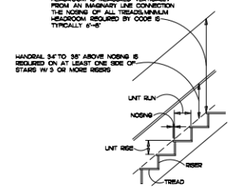
COMMON WALL SECTION

SCALE 1/8"=1'-0"



STAIR SECTION

SCALE 1/8"=1'-0"



TYPICAL STAIR DIMENSIONS

STAIRS/GUARDRAILS

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

HANDRAILS ARE REQUIRED ON ONE SIDE OF STAIRWAYS OF FOUR OR MORE RISERS. HANDRAIL HEIGHT SHALL BE 34" TO 38" ABOVE THE NOSING. MIN. 36"-42" GUARDRAILS AT DECKS AND PORCHES AT STAIRS ARE REQUIRED AT VERTICAL DROPS EXCEEDING 4 MAXIMUM OPENINGS SHALL NOT ALLOW THE PASSAGE OF A 4" MAX DIAMETER SPHERE.

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.2 AND TABLE R602.10.5

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

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

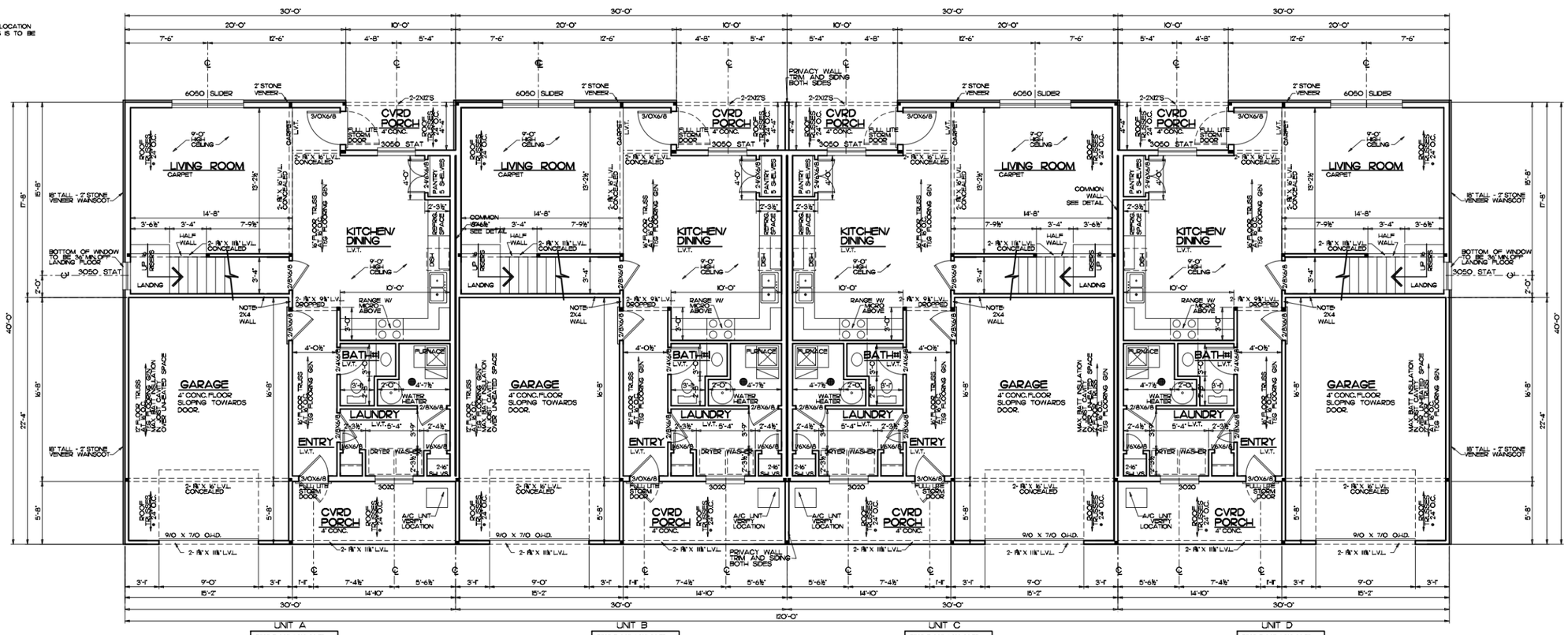
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS.

NOTE: ALL EXTERIOR WALLS ARE 6"-5⅝" STUD W/ ⅞" RIGID INSUL.

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

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

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



PRIVACY WALL TRIM AND SIDING BOTH SIDES

COMMON WALL SEE DETAIL

FIRST FLOOR PLAN

SCALE 1/4"=1'-0"

ELEVATION CHANGES
402-597-6968
REVISED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VISITS TO JOBSITE ARE NOT PART OF OUR CONTRACT. WE DO NOT PERFORM CONSTRUCTION SUPERVISION. RESPONSIBILITY FOR CONSTRUCTION FROM THESE PLANS IS NOT OURS. CONSULT YOUR LOCAL BUILDING OFFICIALS AND ENGINEER FOR YOUR SPECIFIC SITE.

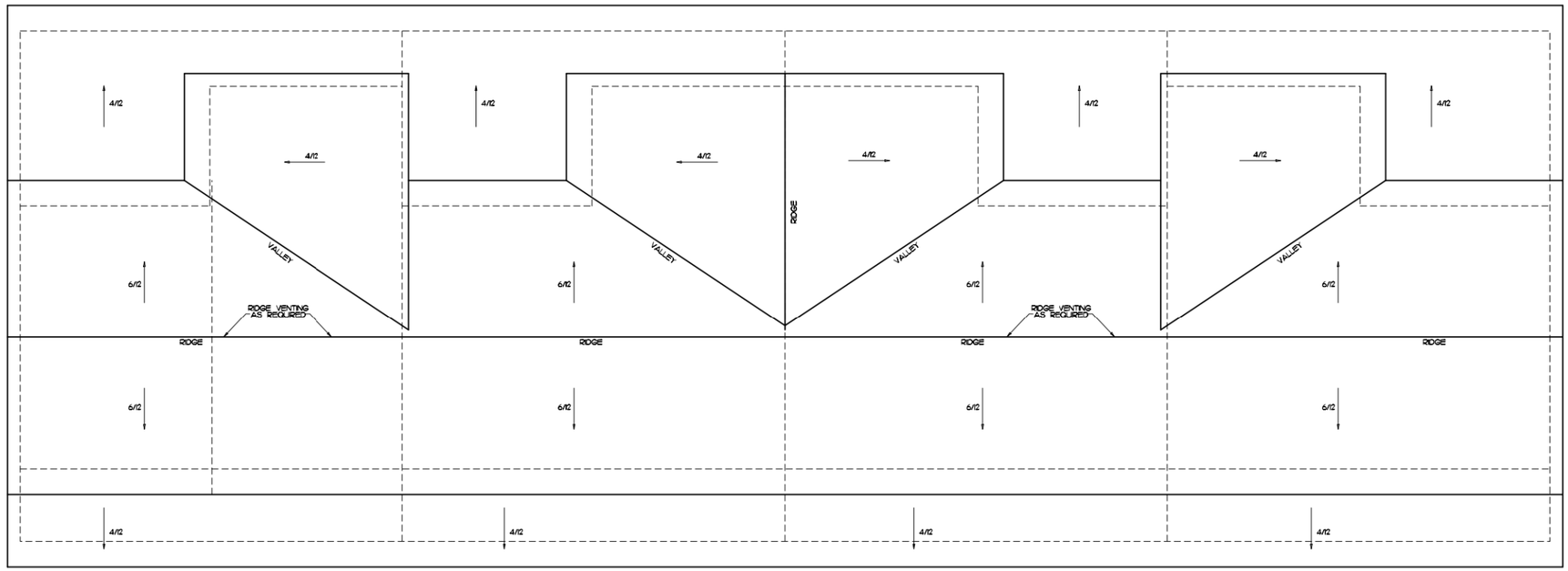
1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

DATE: 2016
SCALE: 1/4"=1'-0"
DRAWN BY: RMK
JOB NO.

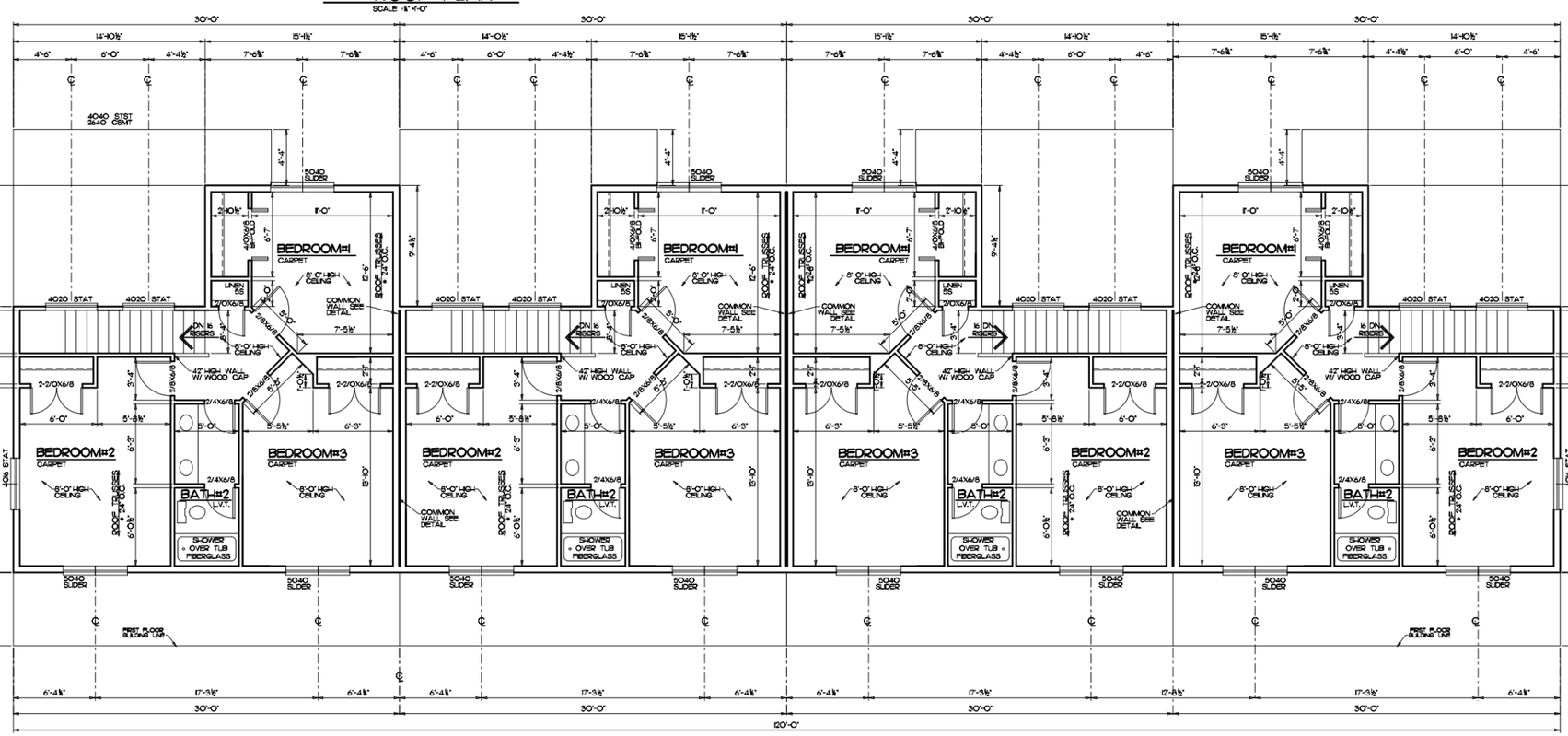
TMK
Residential Design Services
& Associates
402-597-6968

SHEET OF



ROOF PLAN

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



SECOND FLOOR PLAN

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

UNIT A	UNIT B	UNIT C	UNIT D
FIRST FLOOR - 706 SQ.FT.	FIRST FLOOR - 706 SQ.FT.	FIRST FLOOR - 706 SQ.FT.	FIRST FLOOR - 706 SQ.FT.

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

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

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

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

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

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

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

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

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VISIT OPTIONS MAY ATTEMPT TO CHANGE YOUR SPECIFIC CONSTRUCTION DRAWINGS. CONSULT YOUR LOCAL CONSTRUCTION PROFESSIONALS FOR ASSISTANCE WITH THESE PLANS FOR YOUR SPECIFIC SITE.

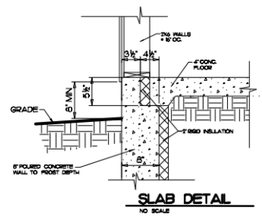
1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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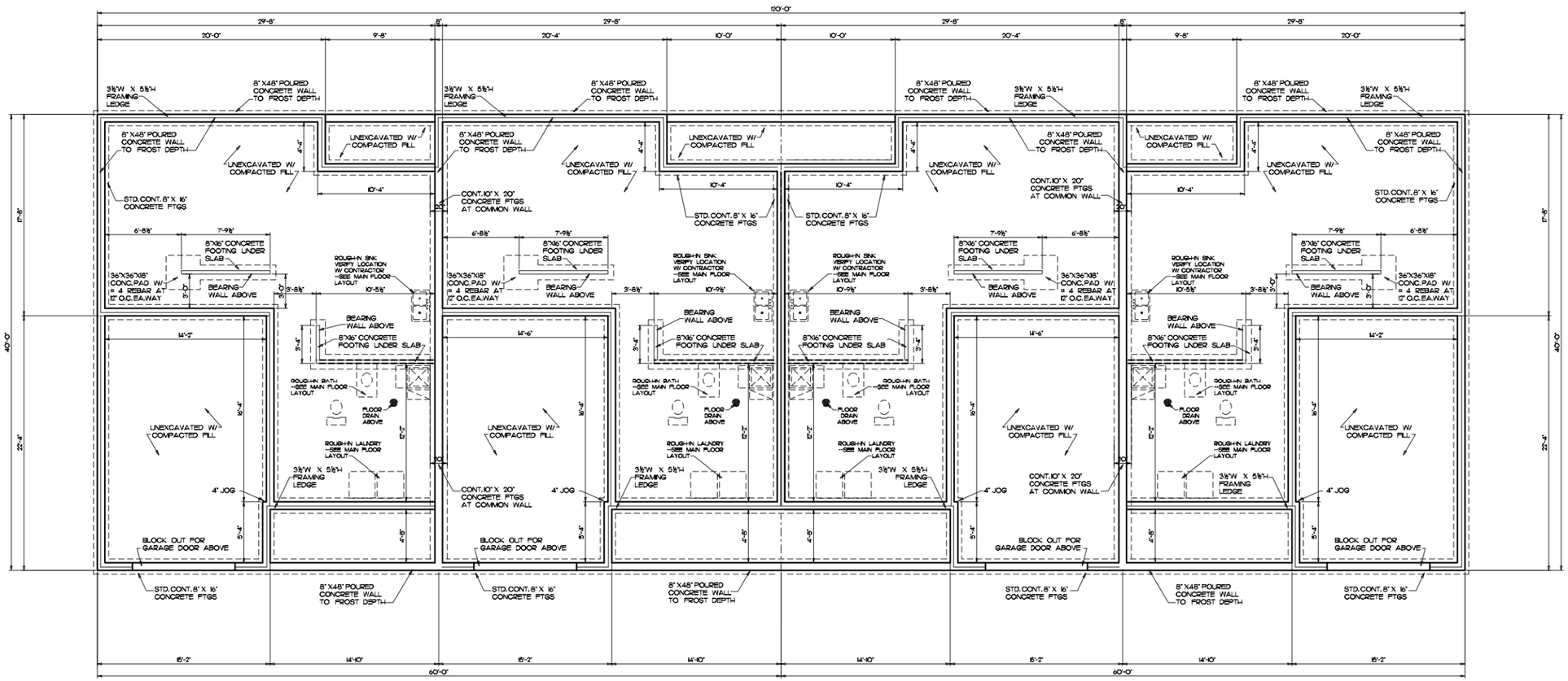
TMK & Associates
Residential Design Services
402-597-0988

OF



SLAB DETAIL

NO SCALE



FOUNDATION PLAN

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

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

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

ELEVATION CHANGES
402-597-0968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VISIT OPTIONS WILL NOT BE KEPT CURRENT WITH LOCAL CODES. IT IS THE RESPONSIBILITY OF YOUR BUILDING OFFICIAL, YOUR ENGINEER, AND/OR YOUR ARCHITECT TO DETERMINE THE CODES APPLICABLE TO THE CONSTRUCTION OF THESE PLANS FOR YOUR SPECIFIC SITE.

1445 PLAN

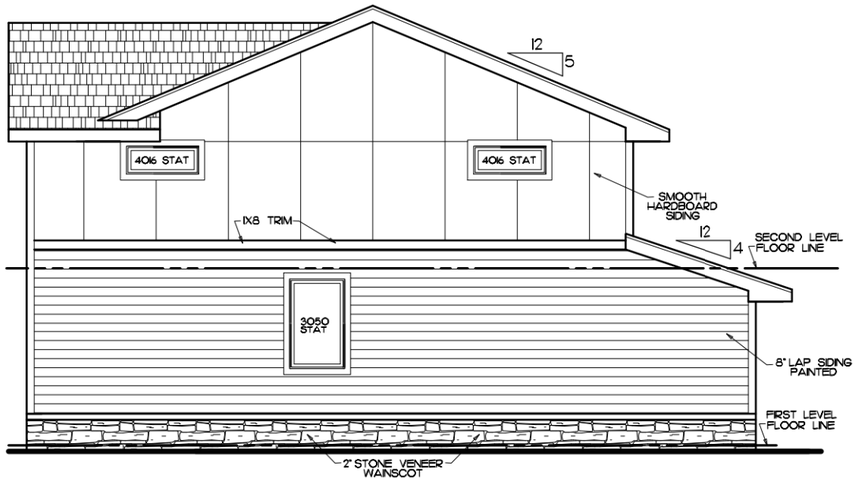
COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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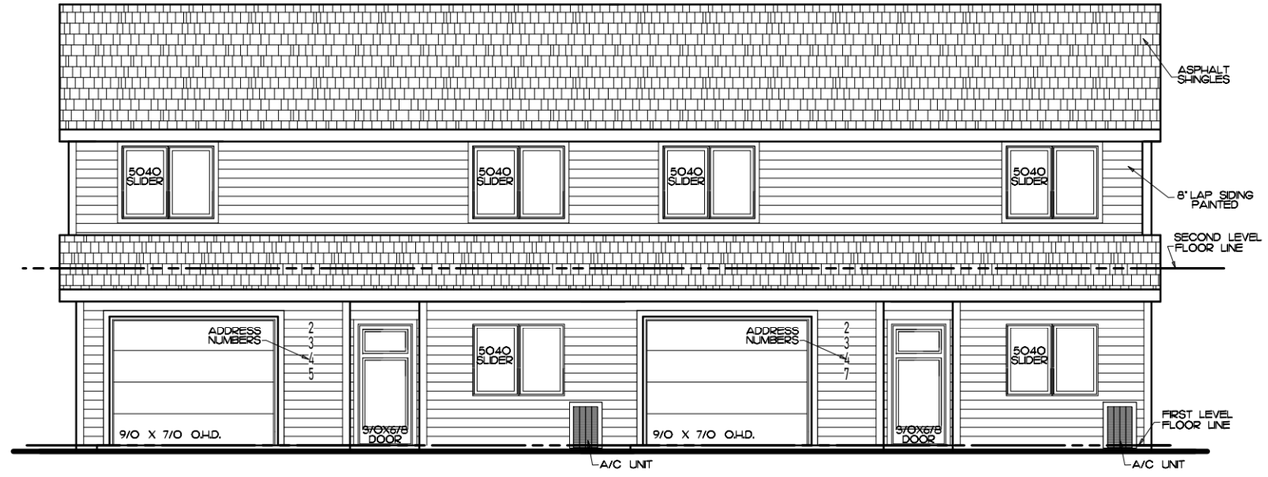
TMK & Associates
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402-597-0968

OF

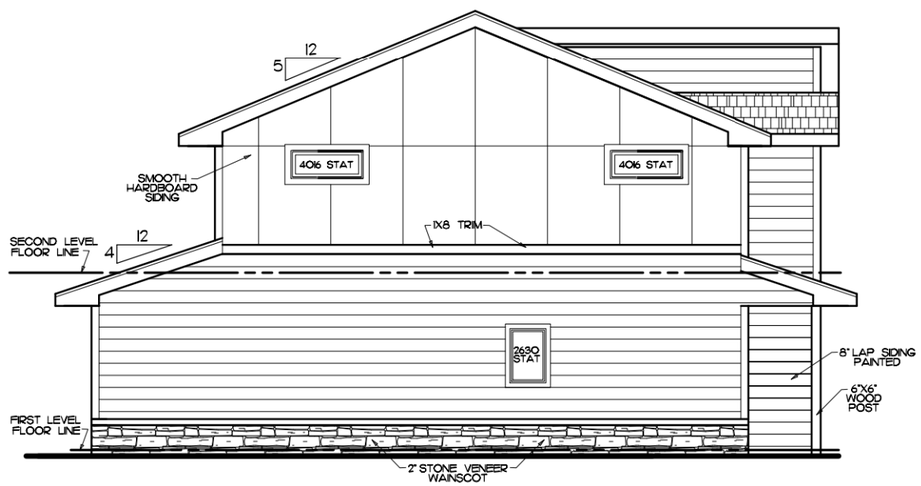
ATTACHMENT D



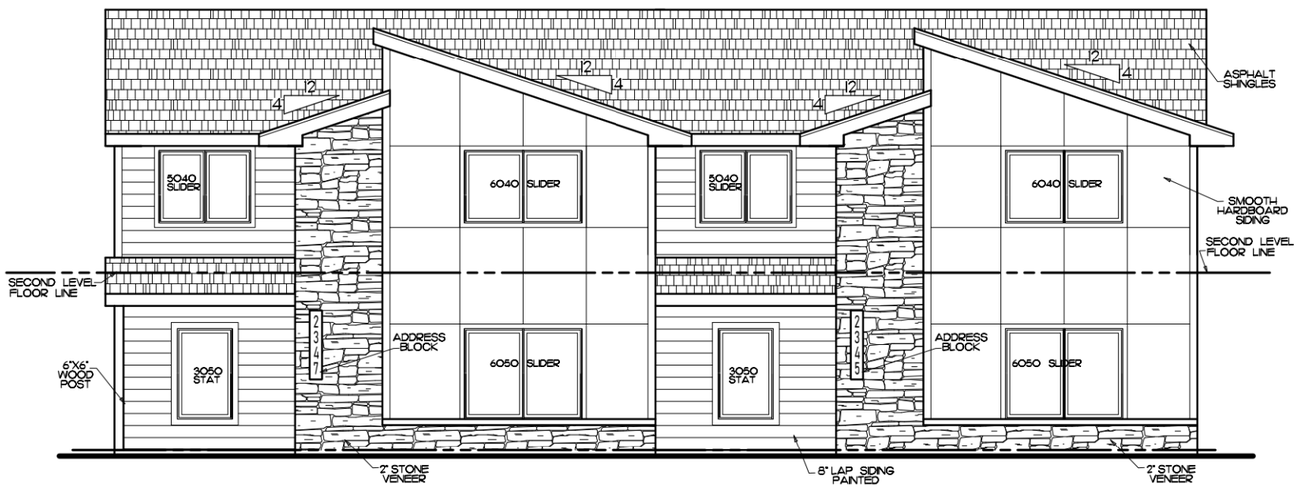
SIDE ELEVATION
SCALE: 1/4" = 1'-0"



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



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



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

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

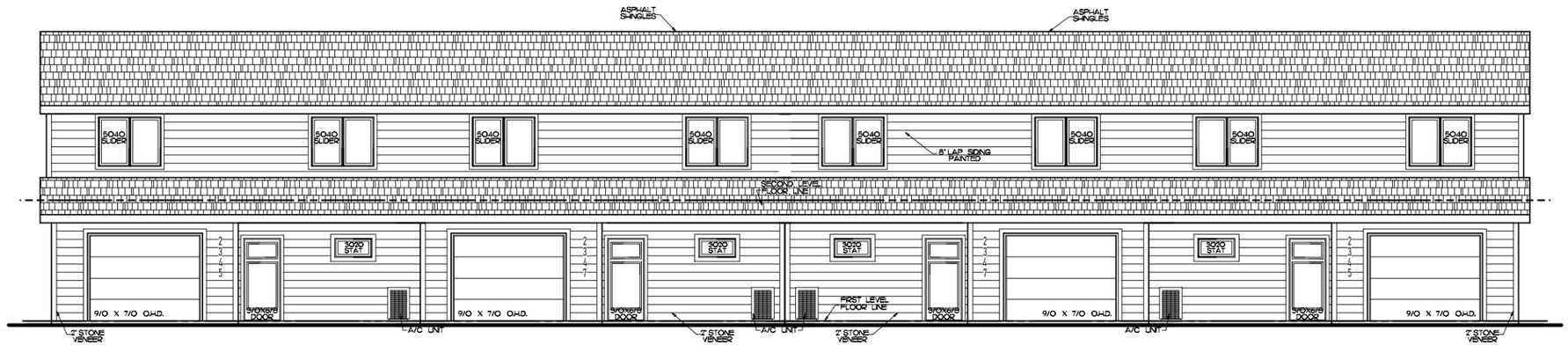
DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WARRANTIES, LIABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE

1755 PLAN

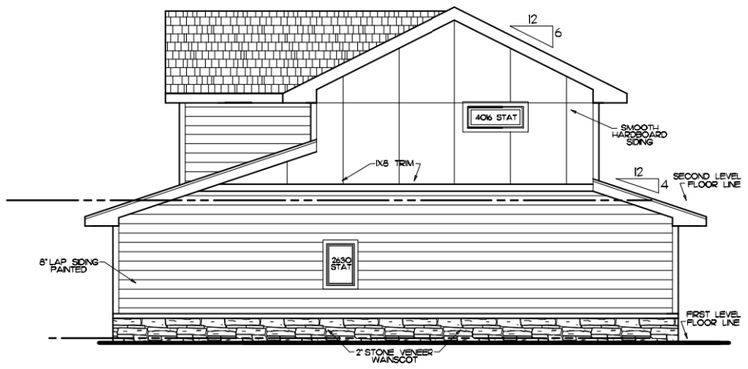
COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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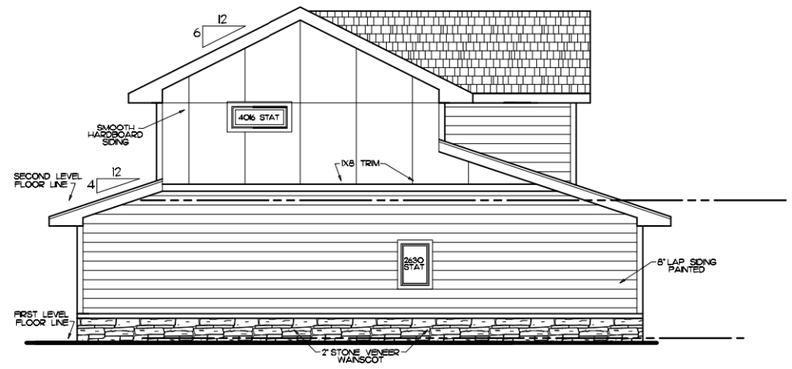
TMK & Associates
Residential Design Services
402-592-6968



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



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



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



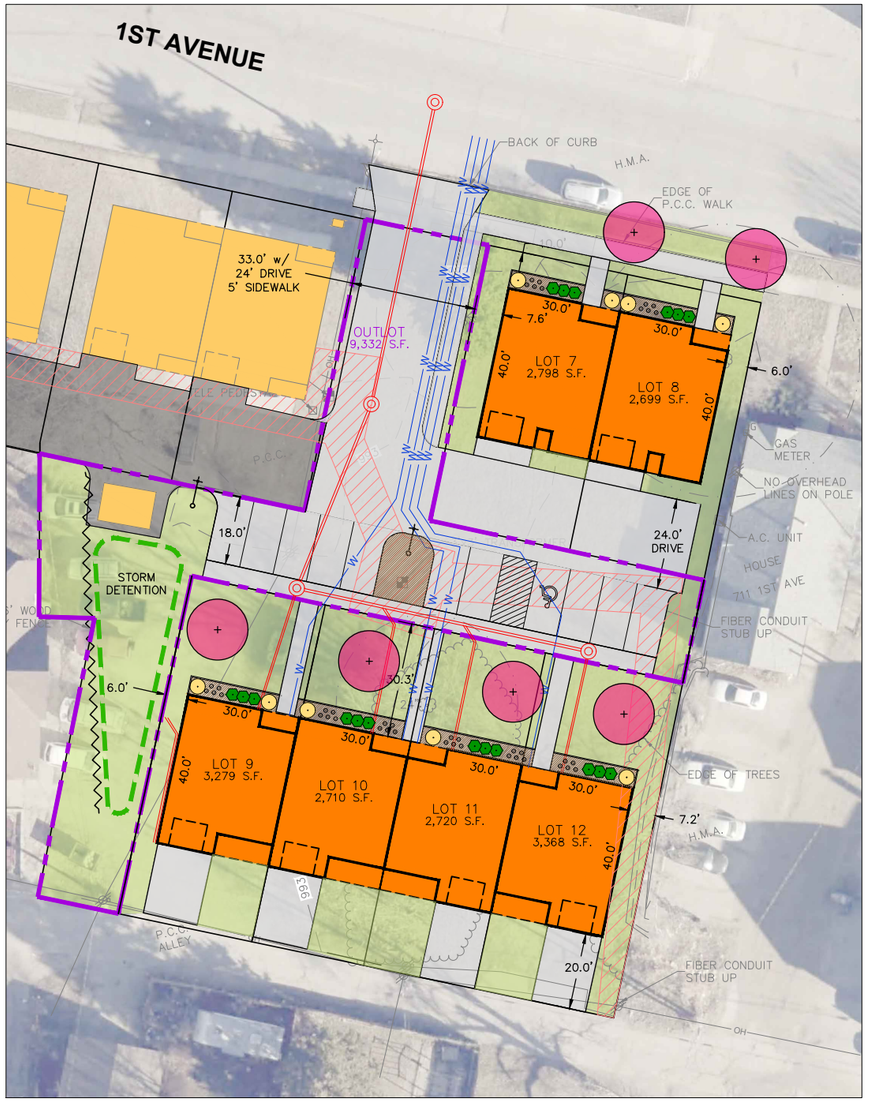
FRONT ELEVATION
SCALE: 1/4" = 1'-0"

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VERIFY ALL NOTIONS WITH LOCAL BUILDING OFFICIALS. ALL PLANS MUST BE REVIEWED BY YOUR BUILDING OFFICIAL, ENGINEER, OR ARCHITECT BEFORE CONSTRUCTION. YOU ARE RESPONSIBLE TO OBTAIN ALL PERMITS AND APPROVALS REQUIRED FOR YOUR SPECIFIC SITE.

1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

TMK & Associates
Residential Design Services
402-597-0966



1 LANDSCAPE PLAN

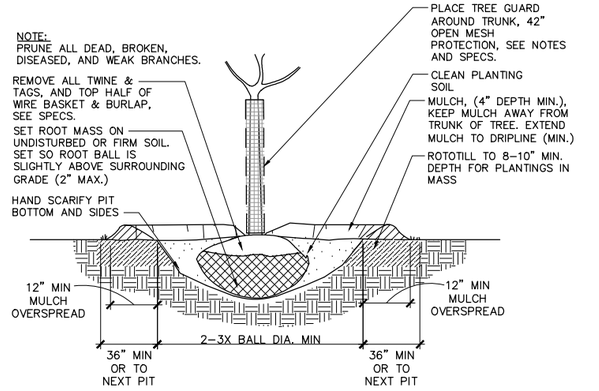
N

0 10' 20' 40'

LEGEND

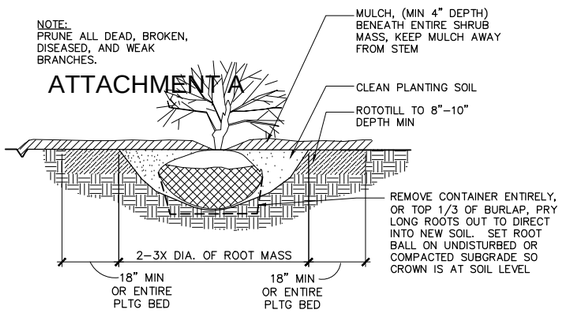
NOTE: MATCH PLANT MATERIAL OF PHASE ONE

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



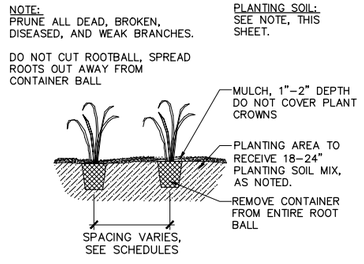
2 TREE PLANTING DETAIL

NO SCALE



3 SHRUB PLANTING DETAIL

NO SCALE



4 PERENNIAL PLANTING DETAIL

NO SCALE

PLANTING NOTES:

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

PROGRESS SET
Jul 10, 2025
NOT FOR CONSTRUCTION

hgm ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

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

TMM	drown		
TMM	designed		
ZMW	approved		
JULY 2025	date	revision	date

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

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

sheet: LANDSCAPE PLAN

project no. 104725

sheet 1 of 1

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

Council Bluffs Street Tree Species Guide

Last revised: June 2019

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

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

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

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

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

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

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

_____

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6657

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

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

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

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

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

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

ADOPTED
AND September 8, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

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

Planning Case No. #PR-25-004

Council Communication

Department: Public Works Operations

Case/Project No.: BM-26-05

Subject/Title

Resolution 25-223
Resolution approving the plans, specifications, form of contract and cost estimate for the Bass Pro Parking Lot Repairs. Project # BM-26-05

Background/Discussion

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

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

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

The engineering estimate for this project is $261,862.85, which includes $23,450.00 for professional services provided by HGM Associates. This project is included in the FY26 CIP budget, with funding from the General Fund.

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

Staff Recommendation

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

Attachments

25-223.doc

Prepared by: Cody Smith, Facilities Superintendent
Approved by: Matthew Cox, Public Works Director

5.C

RESOLUTION NO. 25-223

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR THE BASS PRO PARKING LOT REPAIRS PROJECT #BM-26-05

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

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

WHEREAS, a notice of public hearing was published as required by law and a public hearing was held on September 8, 2025; and,

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

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

That the plans, specifications, form of contract and cost estimate are hereby approved for the Bass Pro Parking Lot Repairs project and the City is authorized to advertise for bids for said project.

ADOPTED
AND
APPROVED September 8, 2025

.

_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-224
Resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and EDC Omaha LandCo LLC.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
EDC Omaha LandCo, LLC Development Agreement
25-224.docx

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

5.D

5.D

Council Communication

Department: Community Development	Resolution No.: 25-	Set PH: 8-25-25 PH & First Reading: 9-8-25

Subject/Title

Resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and EDC Omaha LandCo LLC

Location

Generally located at the southwest corner of Kanesville Boulevard and College Road.

Background/Discussion

Background

In March, City Council adopted the Kanesville Urban Renewal Plan. This plan was adopted to assist in the development of two projects that wish to locate in Council Bluffs. The first project, EDC Omaha LandCo, LLC (Edged) is a data center development that intends to create $220 million in taxable value on their site. Edged intends to construct two 285,444 square foot buildings and an additional 24,310 square foot office/administrative building. The project will be split two phases with a total agreed minimum assessed value of $208 million.

Discussion

City Staff has worked with the Edged team to negotiate the terms of the development agreement.

City Staff and the Developer have agreed to the following terms for TIF assistance: a sliding scale rebate percentage for each phase shall be provided to the developer over a ten (10) year period per phase.

Years 1 and 2 85%
Years 3 thru 7 75%
Years 8 thru 10 65%

A maximum of $25 million per phase shall be provided to the developer ($50 million total). Edged has agreed to a minimum assessment for Phase I of $107.5 million and Phase II of $100.5 million. The City's investment constitutes 25% of the total minimum valuation. While this is greater than our goal of no more than 15%, This project will bring significant new tax base to Council Bluffs. Additionally, the Developer provided upgraded site designs including landscaping and a buffer wall to improve the aesthetics of the site, which is an entrance into our community.

Staff Recommendation

Staff recommends approving the resolution to set the public hearing on the proposal to enter into a Development Agreement with EDC Omaha LandCo LLC for September 8, 2025 at 7:00pm.

Attachments

1) Resolution
2) EDC Omaha LandCo, LLC Development Agreement

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF COUNCIL BLUFFS, IOWA

AND

EDC OMAHA LANDCO LLC

September ___, 2025

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of September ____, 2025, by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality ("City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2025, as amended ("Urban Renewal Act") and EDC OMAHA LANDCO LLC, a Delaware limited liability company, having offices for the transaction of business at 3343 Peachtree Rd NE, Suite 145 PMB 3021, Atlanta, GA ("Developer").

WITNESSETH:

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

Assessor means the assessor for Pottawattamie County, Iowa.

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

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

Code means the Code of Iowa, 2025, as amended.

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

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

County means the County of Pottawattamie, Iowa.

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

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

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

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

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

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

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

Kanesville Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded,

refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State means the State of Iowa.

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

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

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

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

Urban Renewal Plan means the Kanesville Urban Renewal Plan, as may be amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

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

All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all

applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and Minimum Improvements shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

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

Section 3.3. Commencement and Completion of Construction.

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

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

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

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

the phase of Minimum Improvements in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement solely with respect to the obligations of the Developer to construct the phase of the Minimum Improvements and shall trigger the initiation of the Economic Development Grant process set forth in Article VIII with respect to that phase.

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

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

ARTICLE IV. REAL PROPERTY TAXES; MINIMUM ASSESSMENT AGREEMENT

Section 4.1. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes.

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

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

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date.

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

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

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

ii. prohibit Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such actual value for property tax purposes, provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Values.

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

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

i. Builder's risk insurance, written on the so-called "Builder's Risk–Completed Value Basis," in an amount equal to ninety percent (90%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

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

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

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

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

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

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

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or reduce the coverage thereunder without giving written notice to Developer and the City at least thirty (30) days (ten days if due to nonpayment) before the cancellation or reduction becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding $1,000,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

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

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

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

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

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

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

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.6. Employment Obligations.

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

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

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

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

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements owned by the Developer have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the total number of Full-Time Equivalent Employment Units employed by Developer's commercial tenants at the Minimum Improvements as of each October 1 and the first day of each of the preceding eleven (11) months; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing on the earlier of (a) October 15 immediately following the issuance of a temporary or permanent occupancy permit for the Phase I Minimum Improvements, or (b) October 15, 2030, and ending on October 15 in the year in which the Termination Date occurs, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement

pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein (as may be extended due to Unavoidable Delays); (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or assign its interest in this Agreement to any other party unless: (i) if applicable, the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent will not be unreasonably withheld, conditioned or delayed.

b. Notwithstanding the foregoing:

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

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

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

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

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability; provided, however, that the Developer may dedicate portions of the Development Property and Minimum Improvements to the City to be owned by the City as public infrastructure, and the Developer may transfer ownership of up to 6 acres of the Development Property to MidAmerican Energy Company for infrastructure to support the operation of the Project such as an electrical substation. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)); provided, however, that the Developer may transfer ownership of up to 6 acres of the Development Property to MidAmerican Energy Company for infrastructure to support the operation of the Project such as an electrical substation.

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, subject to Developer being and remaining in compliance with the terms of this Agreement, the City agrees to make up to ten (10) years of consecutive annual payments of Economic Development Grants to Developer, with respect to each phase of the Minimum Improvements, up to a total amount not to exceed Twenty-Five Million Dollars ($25,000,000) per phase, pursuant to the following terms and conditions:

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

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

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

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

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

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

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

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

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

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

Section 8.2. Maximum Amount of Grants.

a. The aggregate amount of the Phase I Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Phase I Tax Increments collected in respect of the assessments imposed on the Phase I Minimum Improvements over

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

b. The aggregate amount of the Phase II Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Phase II Tax Increments collected in respect of the assessments imposed on the Phase II Minimum Improvements over the specified time period, but in no event shall exceed Twenty-Five Million Dollars ($25,000,000) over ten (10) fiscal years.

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

Section 8.3. Limitations. The Economic Development Grants are only for the Minimum Improvements described in this Agreement (building/improvement increase value only) and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.4. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

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

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

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

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

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

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded

to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and becomes entitled thereto, up to the maximum aggregate amount for the Phase I Grants and the Phase II Grants, respectively, set forth in Section 8.2.

Section 8.5. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the EDC Omaha LandCo LLC TIF Account of the Kanesville Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Minimum Improvements and allocated to the EDC Omaha LandCo LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article and allowed by law. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any tax replacement or "backfill" monies that may be received by the City under Iowa Code Chapter 441.21A, Iowa Code Chapter 426C, or similar provisions of the Code shall not be included in the calculation to determine the amount of Tax Increments for Economic Development Grants for which Developer is eligible.

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

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

City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.6. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

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

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

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

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

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

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

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

ARTICLE X. DEFAULT AND REMEDIES

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

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

b. A breach by Developer of Section 7.1;

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

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

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

f. Developer:

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

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

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

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

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

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

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

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

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

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

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

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

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of Developer, is addressed or delivered personally to EDC Omaha LandCo LLC at 3343 Peachtree Rd NE, Suite 145 PMB 3021, Atlanta GA 30326, Attn: Scott Silverman, Chief Financial Officer;

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

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

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

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

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

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

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

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

ARTICLE XII. MORTGAGEE PROVISIONS

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

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

Furthermore, with respect to Mortgagees:

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

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

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

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

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

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

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

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

EDC OMAHA LANDCO LLC, a Delaware limited liability company

By: _____
Scott Silverman, Executive Vice President

STATE OF _____)
) SS
COUNTY OF _____)

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

_____
Notary Public in and for said state

My commission expires: _____

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

EXHIBIT A
DEVELOPMENT PROPERTY

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

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

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

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

TOGETHER WITH

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

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

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

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

EXCEPT

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

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

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

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

AND EXCEPT

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

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

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

AND EXCEPT

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

EXHIBIT B
MINIMUM IMPROVEMENTS

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

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

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

EXHIBIT B-1
OVERALL SITE PLAN

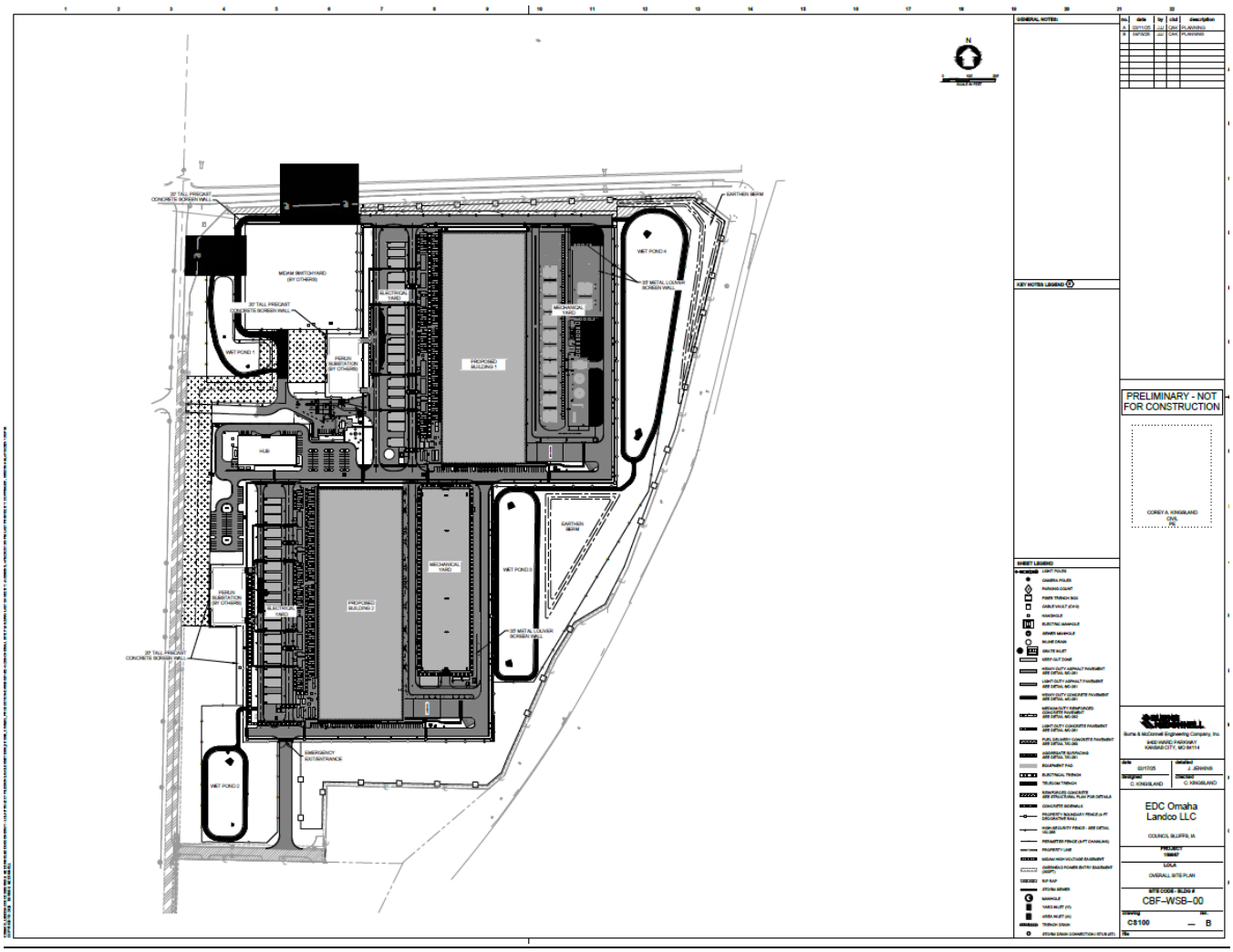


Exhibit B-2

Execution Version

EXHIBIT B-1
BUILDING ELEVATIONS

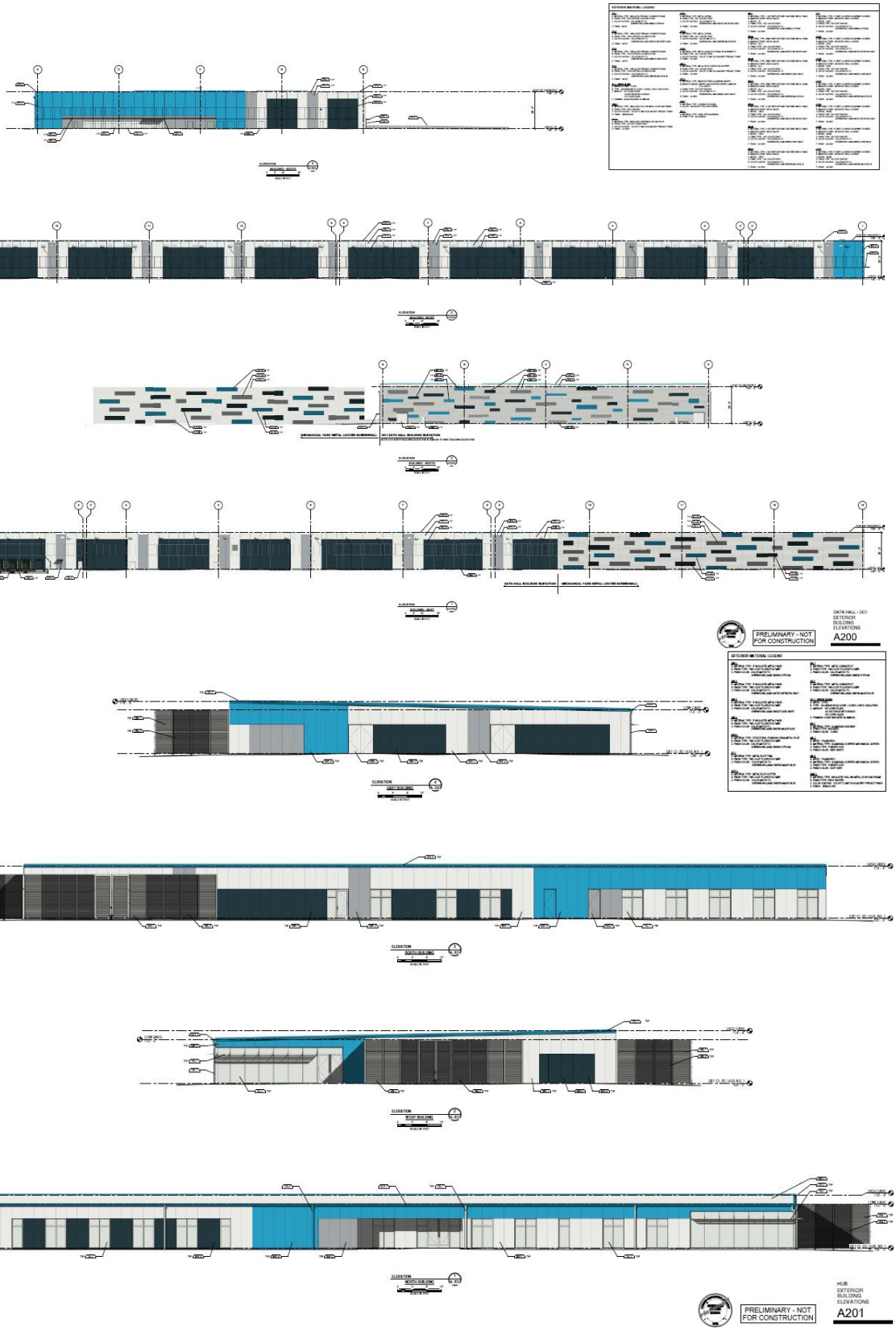


EXHIBIT C

CERTIFICATE OF COMPLETION FOR PHASE ____ OF THE MINIMUM IMPROVEMENTS

WHEREAS, the City of Council Bluffs, Iowa, (the "City") and EDC Omaha LandCo LLC, a Delaware limited liability company, ("Developer"), did on or about _____, 2025, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

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

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

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

TOGETHER WITH

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

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

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

EXCEPT

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

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

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

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

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

AND EXCEPT

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

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

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

AND EXCEPT

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

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to

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

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

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

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

[Signature page follows]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

_____
Notary Public in and for the State of Iowa

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

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

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Council Bluffs, Iowa (the "City") and EDC Omaha LandCo LLC, a Delaware limited liability company (the "Developer"), did on or about September ____, 2025, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

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

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

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

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

TOGETHER WITH

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

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

1) SOUTH 86°44'33" WEST 125.00 FEET;
2) SOUTH 70°02'36" WEST 365.41 FEET;
3) NORTH 78°50'12" WEST 361.39 FEET;
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5) NORTH 88°41'01" WEST 250.80 FEET;
6) SOUTH 86°44'33" WEST 200.00 FEET;
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EXCEPT

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

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

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

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

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

AND EXCEPT

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

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

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

AND EXCEPT

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

(the "Development Property"); and

WHEREAS, the term of this Agreement commences on the date first set forth above and terminates on or before December 31, 2045, as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

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

EDC OMAHA LANDCO LLC,
a Delaware limited liability company

By: _____
Scott Silverman, Chief Financial Officer

STATE OF _____)
) SS
COUNTY OF _____)

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

_____
Notary Public in and for said state

My commission expires: _____

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

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

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

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

(ii) The total number of Full-Time Equivalent Employment Units employed by Developer's commercial tenants at the Minimum Improvements as of October 1, _____ and as of the first day of each of the preceding eleven (11) months were are follows:

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

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

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

Signed this _____ day of _____, 20___.

EDC OMAHA LANDCO LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Attachments: Proof of payment of taxes

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

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

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

TOGETHER WITH

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

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

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

EXCEPT

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

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

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

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

AND EXCEPT

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

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

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

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

AND EXCEPT

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

(the "Development Property");

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

WHEREAS, it is contemplated that Minimum Improvements (as described in the Development Agreement) would be constructed on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a Minimum Actual Value for the completed Minimum Improvements pursuant to the Development Agreement; and

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

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

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

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

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

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

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

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

4. Developer agrees that, prior to the termination of this Assessment Agreement, it will not:

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

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

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

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Values for the Minimum Improvements; or

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

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

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

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

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

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

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

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

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

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

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

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

EDC OMAHA LANDCO LLC,
a Delaware limited liability company

By: _____
Scott Silverman, Chief Financial Officer

STATE OF _____)
) SS
COUNTY OF _____)

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

_____
Notary Public in and for said state

My commission expires: _____

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

EXHIBIT F (Cont.)
LIENHOLDER CONSENT

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

_____
Name of Lienholder

By: _____
Signature

Print Name: _____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

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

_____
Notary Public in and for the said state

[add additional pages for each lienholder]

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

EXHIBIT F (Cont.)
CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Minimum Improvements on the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Minimum Improvements (building value only) for each phase upon substantial completion of construction of the Minimum Improvements, but in no event later than the dates set forth below, shall be as set forth below until the respective Assessment Termination Date identified below:

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

_____
Assessor for the County of Pottawattamie, Iowa

_____
Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County of Pottawattamie, Iowa on this _____ day of _____, 2025.

_____
Notary Public for the State of Iowa

EXHIBIT F (cont.)

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

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

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

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

4930-0692-0287-1\10342-214

Resolution 25-224

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA
September 8, 2025
7:00 P.M.

Kanesville Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with EDC Omaha LandCo LLC.

- Resolution approving and authorizing execution of a Development Agreement by and between the City of Council Bluffs and EDC Omaha LandCo LLC.

IMPORTANT INFORMATION

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

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

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

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

September 8, 2025

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

_____

Absent: _____

Vacant: _____

* * * * * * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Council Bluffs and EDC Omaha LandCo LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND EDC OMAHA LANDCO LLC", and moved:

☐ that the Resolution be adopted.

☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ _____.M. on the _____ day of _____, 2025, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 25-224

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND EDC OMAHA LANDCO LLC

WHEREAS, the City has received a proposal from EDC Omaha LandCo LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Phase I Minimum Improvements and Phase II Minimum Improvements, as defined in the Agreement, (collectively, the "Minimum Improvements") on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of two approximately 283,497 square foot buildings to be used as a data center campus, as well as an approximately 23,200 square foot office/administrative building, to be completed in two phases, together with all related site improvements, as outlined in the proposed Agreement; and

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

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

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

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

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to

appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

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

a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.

b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.

c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.

d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

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

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

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

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

PASSED AND APPROVED this 8th day of September, 2025.

_____
Mayor Pro Tem

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

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

(SEAL)

4932-7449-7632-1\10342-214

Council Communication

Department: Community Development

Case/Project No.: SUB-25-008

Subject/Title

Resolution 25-225
Resolution granting final plat approval of a seven-lot residential subdivision to be known as Baldwin Court Phase 2 on property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition. Location: Undeveloped land lying between 711 and 741 1st Avenue. SUB-25-008

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A â€“ Location/zoning Map
Attachment B â€“ Baldwin Court Phase 2 Final Plat
Attachment C â€“ Floor Plans
Attachment D â€“ Elevations
Attachment E â€“ Landscaping Plan
Attachment F â€“ Council Bluffs Street Tree Guide
25-225.docx

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

5.E

City Council Communication

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

Subject/Title

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

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

Background

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

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

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

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

Zoning/Land Use

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

Direction	Existing Zoning Districts	Existing Land Uses

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

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

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

Attachments – The following attachments are included with this report:

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

CASE #SUB-25-008

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

Comments

The Community Development Department provided the following comments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Council Bluffs Fire Department stated they have no comments.

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

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

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

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

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

CASE #PR-23-003

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

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

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

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

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

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

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

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

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

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

1. Site Development

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Off-Street Parking

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

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

3. Architecture

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

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

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

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

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

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

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

4. Landscaping

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

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

5. Signage

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

Recommendation

The Community Development Department recommends the following:

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

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

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

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

Public Hearing

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

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

Speakers against: None

The City Planning Commission recommended:

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

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

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

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

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

Attachments

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

Prepared by: Haley Weber, Planner, Community Development Department

ATTACHMENT A

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

Legend

Subject Property - Baldwin Court Phase 2

0 30 60

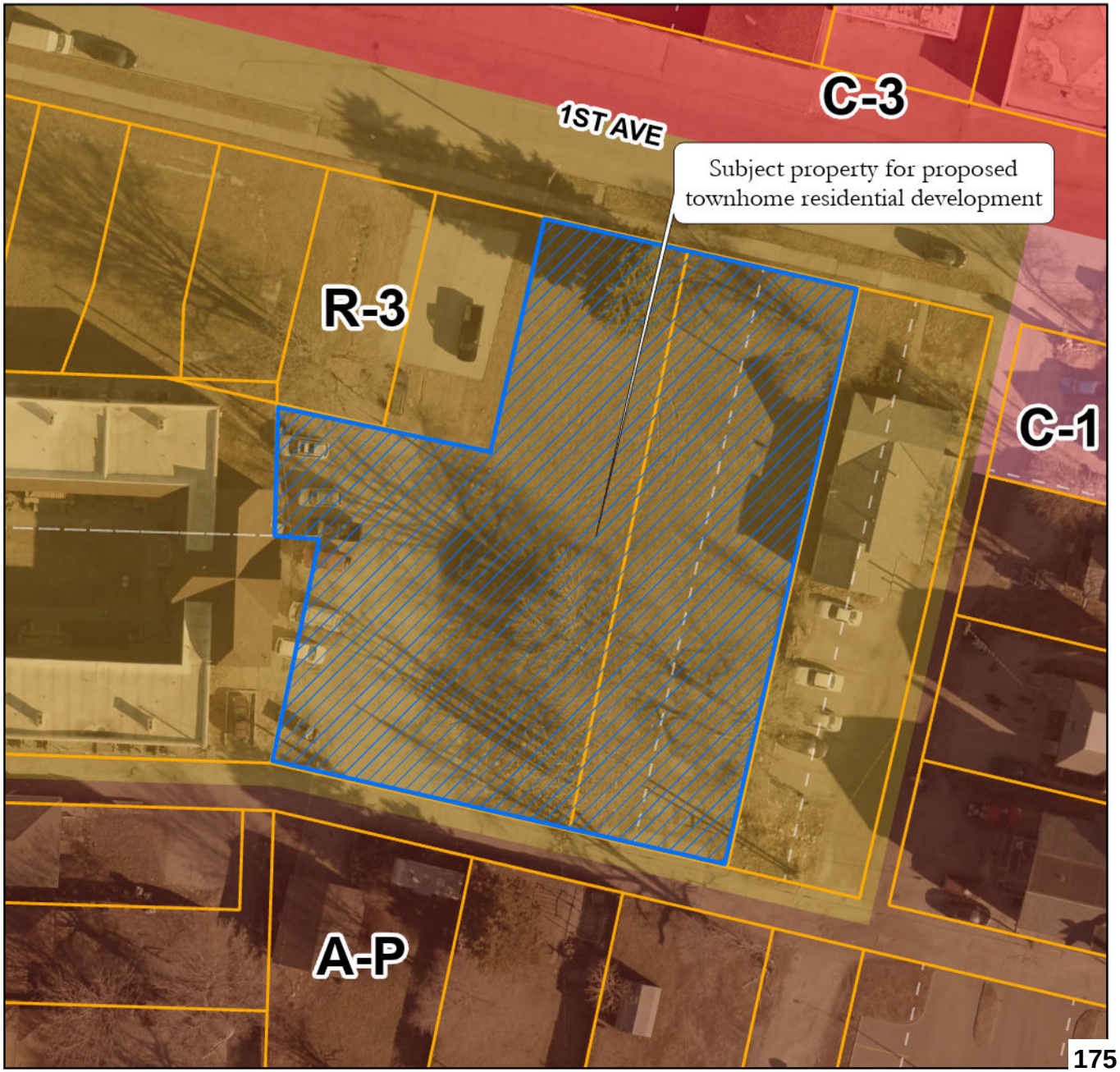
1 inch = 51 feet



Last Amended: 7/21/2025

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

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



ATTACHMENT B

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

BALDWIN COURT PHASE 2

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

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

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

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH DATE

ATTESTED TO BY:

CITY CLERK: JODI QUAKENBUSH DATE

COMMUNITY DEVELOPMENT DIRECTOR: COURTNEY HARTER DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

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

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

DEDICATION:

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

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

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

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

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

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

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

BY: _____
BLAKE JOHNSON EXECUTIVE DIRECTOR

STATE OF IOWA)
) SS.
COUNTY OF POTTAWATTAMIE)

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

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

PROFESSIONAL LAND SURVEYOR
JEFFREY D. DIMON
29399
IOWA

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

JEFFREY D. DIMON DATE

LICENSE NUMBER 29399

MY LICENSE RENEWAL DATE IS DECEMBER 31, _____.

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

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

JDD drawn
JDD designed
JDD approved
JULY 25 date
revision

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

project no. 104725
sheet 1 OF 3

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

BALDWIN COURT PHASE 2

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

LEGEND

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

0 15 30 60
FEET



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

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PHONE: (712) 323-0530

JNS	DEE	DEE	JULY 23
drawn	designed	approved	date

revision
date

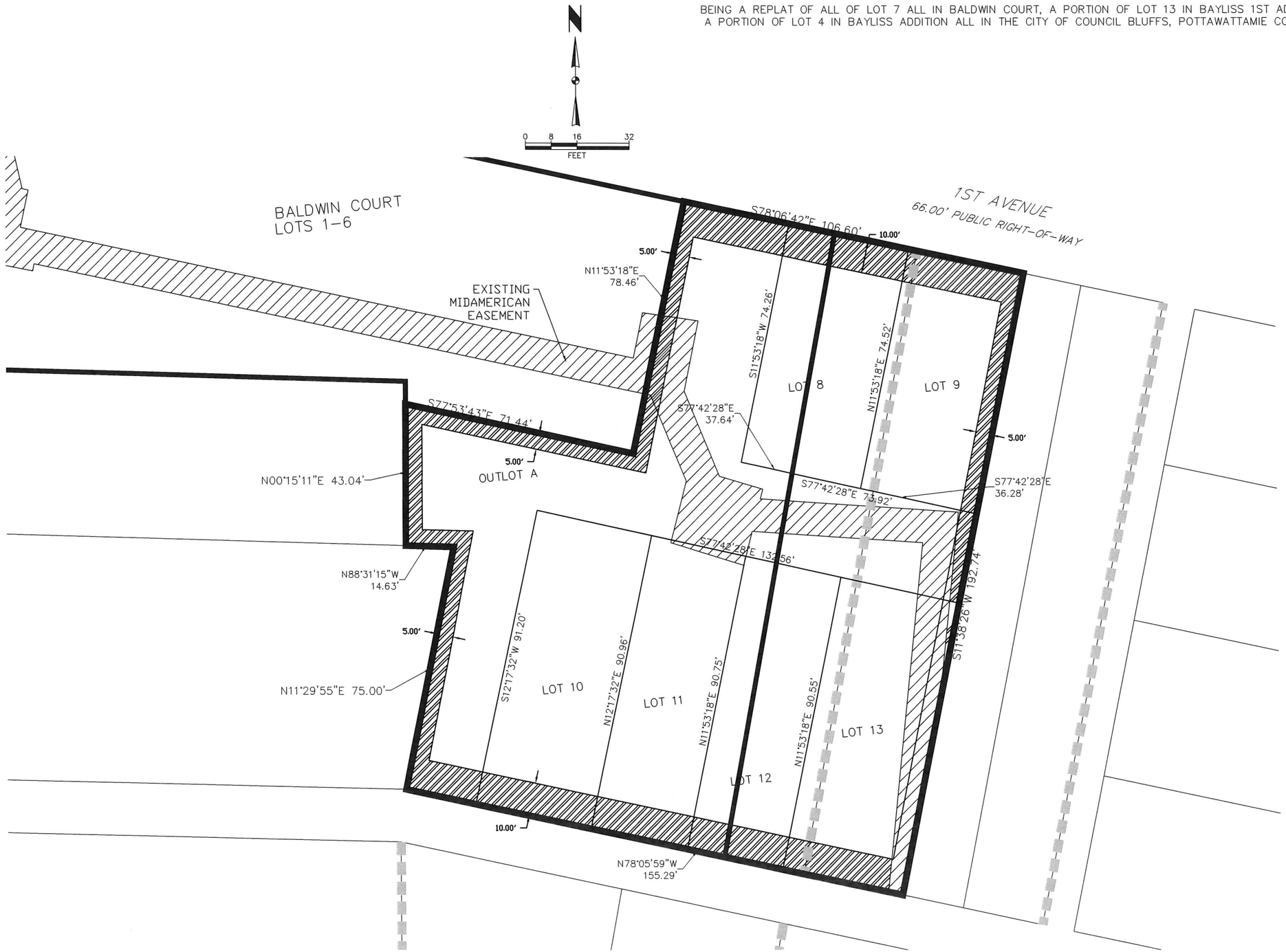
project BALDWIN COURT PHASE 2
client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503
sheet **REPLAT**

project no. 104523
sheet **2 OF 3**

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

BALDWIN COURT PHASE 2

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



UTILITY EASEMENT DETAIL

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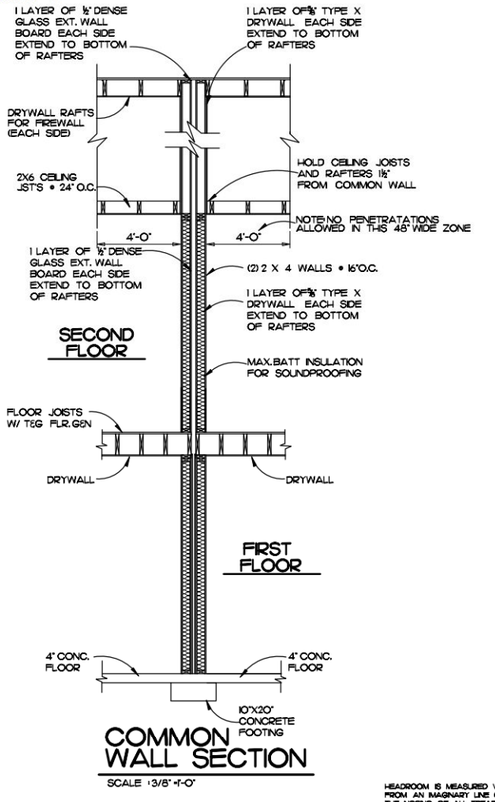
JDD drawn
JDD designed
JDD approved
JULY 25 date
revision date

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

project no. 104725
sheet 3 OF 3

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

ATTACHMENT C



COMMON WALL SECTION

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

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.2 AND TABLE R602.10.5

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

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

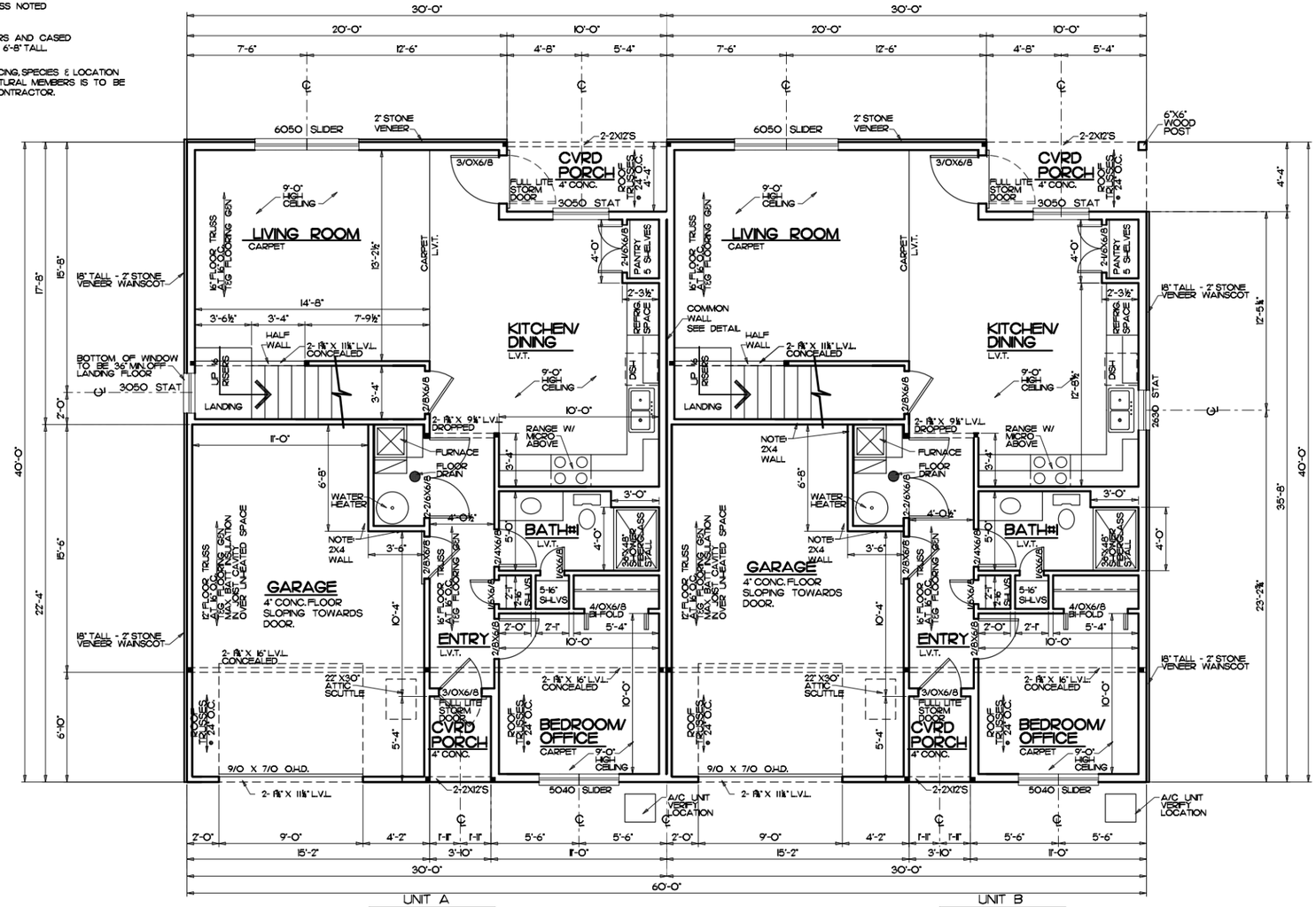
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS.

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

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

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

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



UNIT A

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

UNIT B

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

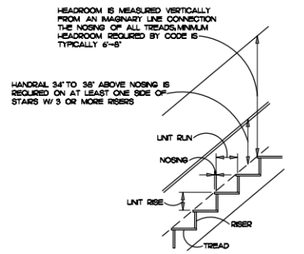
FIRST FLOOR PLAN

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

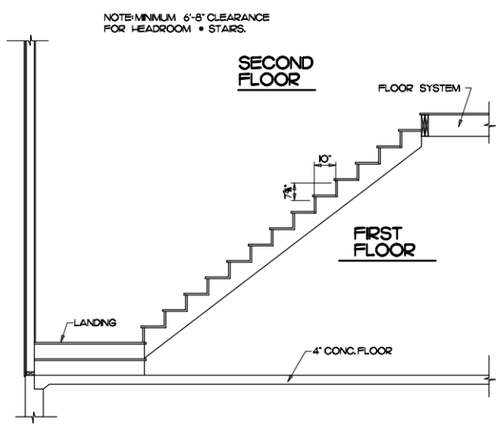
STAIRS/GUARDRAILS

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

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



TYPICAL STAIR DIMENSIONS



STAIR SECTION

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

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

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1755 PLAN

COUNCIL BLUFFS HABITAT FOR HUMANITY BALDWIN COURT TOWNHOMES 2

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NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.2 AND TABLE R602.10.5

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

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

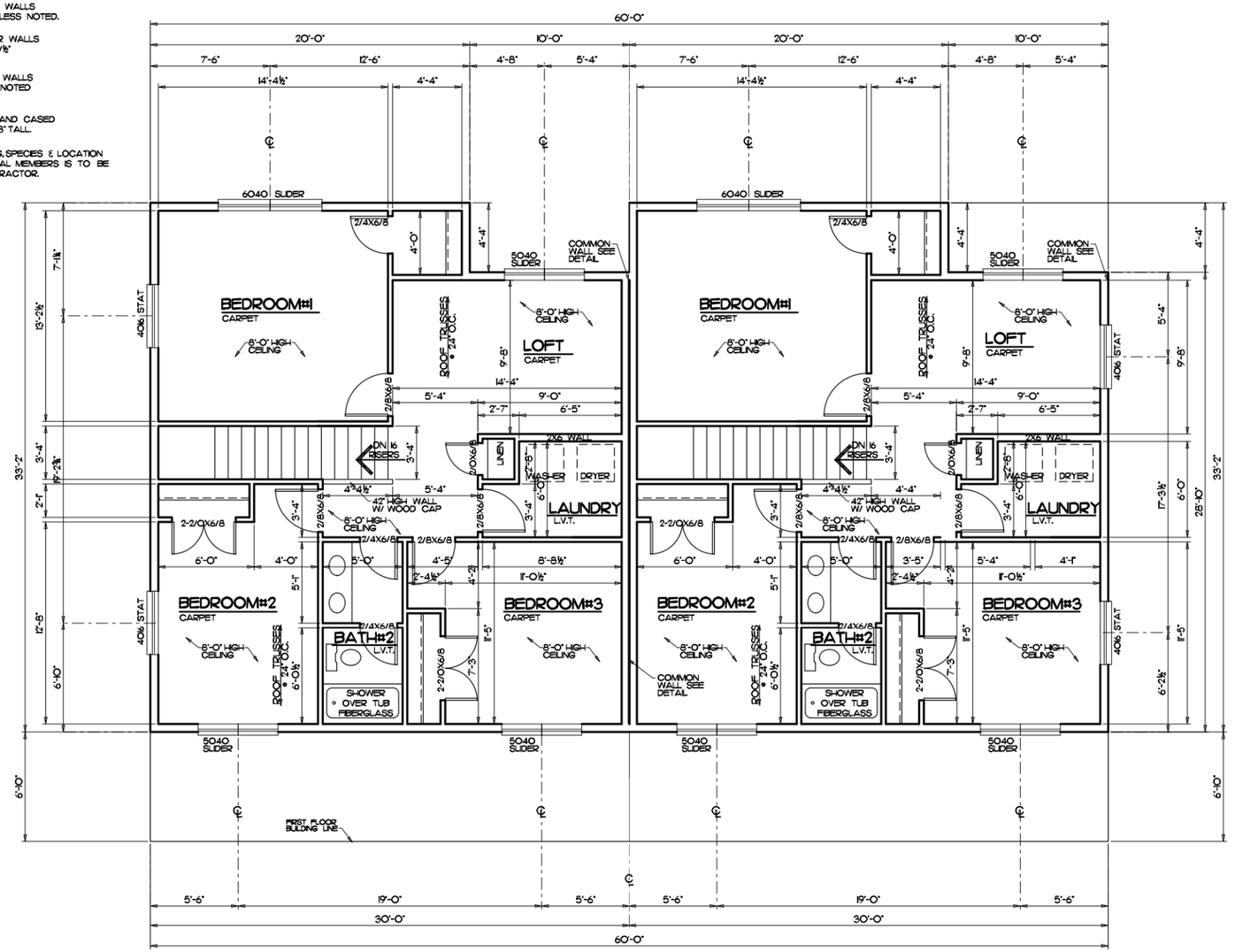
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS UNLESS NOTED.

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

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

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

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



UNIT A
FIRST FLOOR = 952 SQ.FT.

SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

UNIT B
FIRST FLOOR = 952 SQ.FT.

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

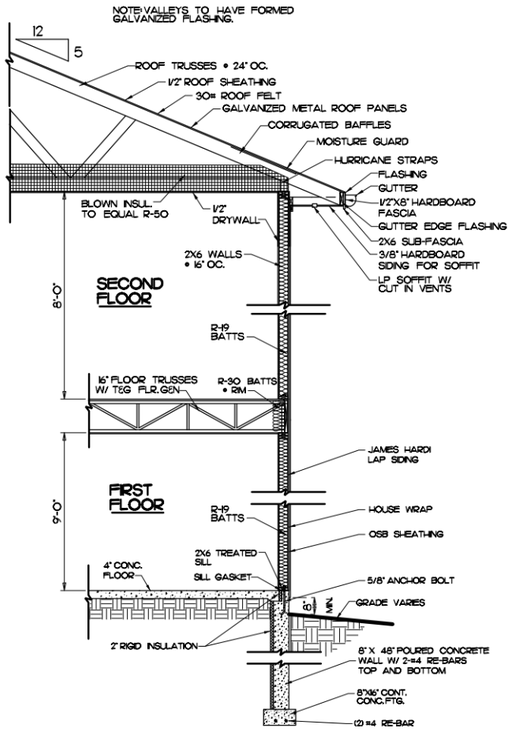
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1755 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

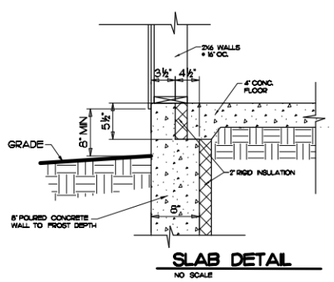
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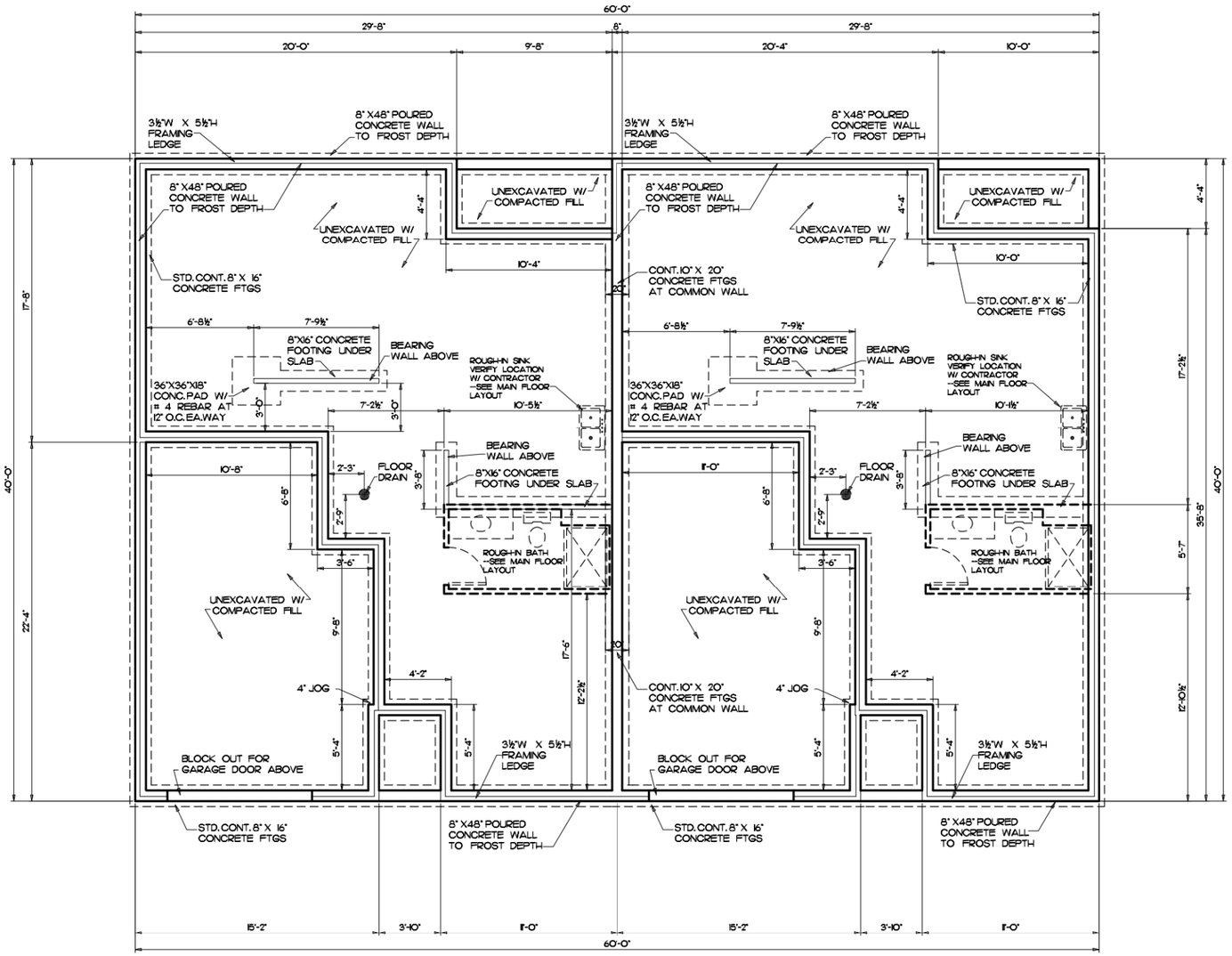
WALL SECTION

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



SLAB DETAIL

NO SCALE



FOUNDATION PLAN

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

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

CUSTOM CHANGES 402-592-6968 REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WARRANTY OF THESE PLANS FOR YOUR SPECIFIC SITE CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE

1755 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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CLAYTON CHANCEY
402-677-4968
RESIDENTIAL PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VERIFY ALL NOTES AND DIMENSIONS WITH LOCAL CODES AND ORDINANCES. YOUR BUILDING OFFICIAL MAY REQUIRE ADDITIONAL OR DIFFERENT NOTES AND DETAILS FOR YOUR SPECIFIC SITE.

1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

DATE	NO.
10-26-20	1

TMK & Associates
Residential Design Services
402-597-0988

SHEET OF

STAIRS/GUARDRAILS

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

HANDRAILS ARE REQUIRED ON ONE SIDE OF STAIRWAYS OF FOUR OR MORE RISERS. HANDRAIL HEIGHT SHALL BE 34" TO 38" ABOVE NOSING. MIN. 36"-42" GUARDRAILS AT DECKS AND PORCHES AT STAIRS ARE REQUIRED AT VERTICAL DROPS OVER 30". MAXIMUM OPENING SHALL NOT ALLOW THE PASSAGE OF A 4" MAX DIAMETER SPHERE.

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING, BRACED WALL PANELS AS PER 2015 IRC R602.2 AND TABLE R602.10.5

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

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

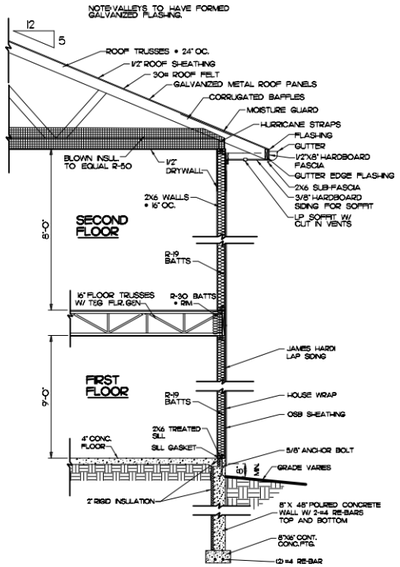
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS.

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

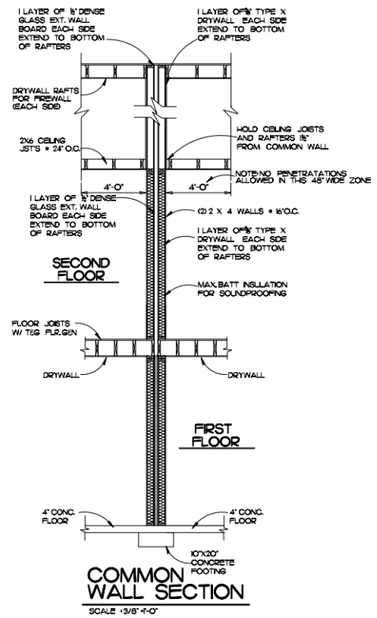
NOTE: ALL ANGLED WALLS ARE @ 45° UNLESS NOTED OTHERWISE

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

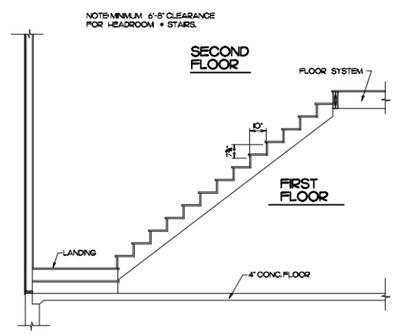
NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.



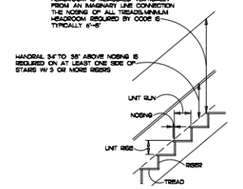
WALL SECTION
SCALE 3/4"=1'-0"



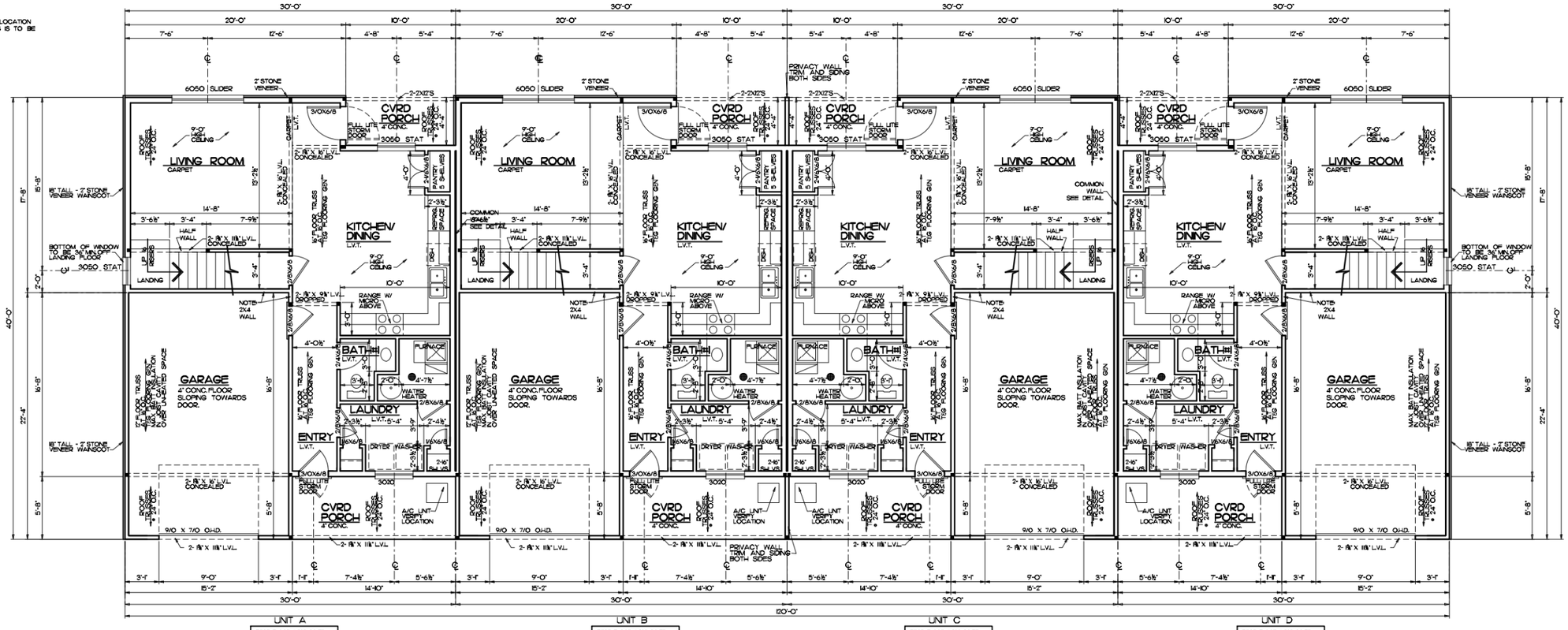
COMMON WALL SECTION
SCALE 1/8"=1'-0"



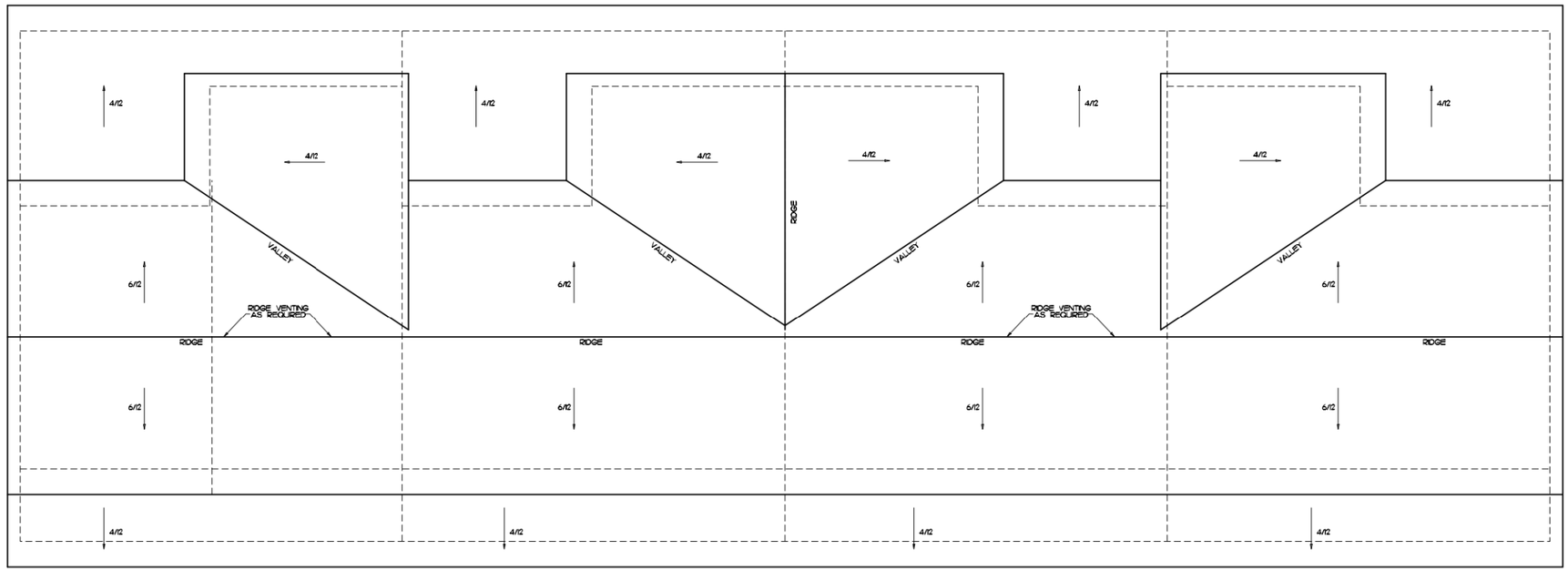
STAIR SECTION
SCALE 1/8"=1'-0"



TYPICAL STAIR DIMENSIONS

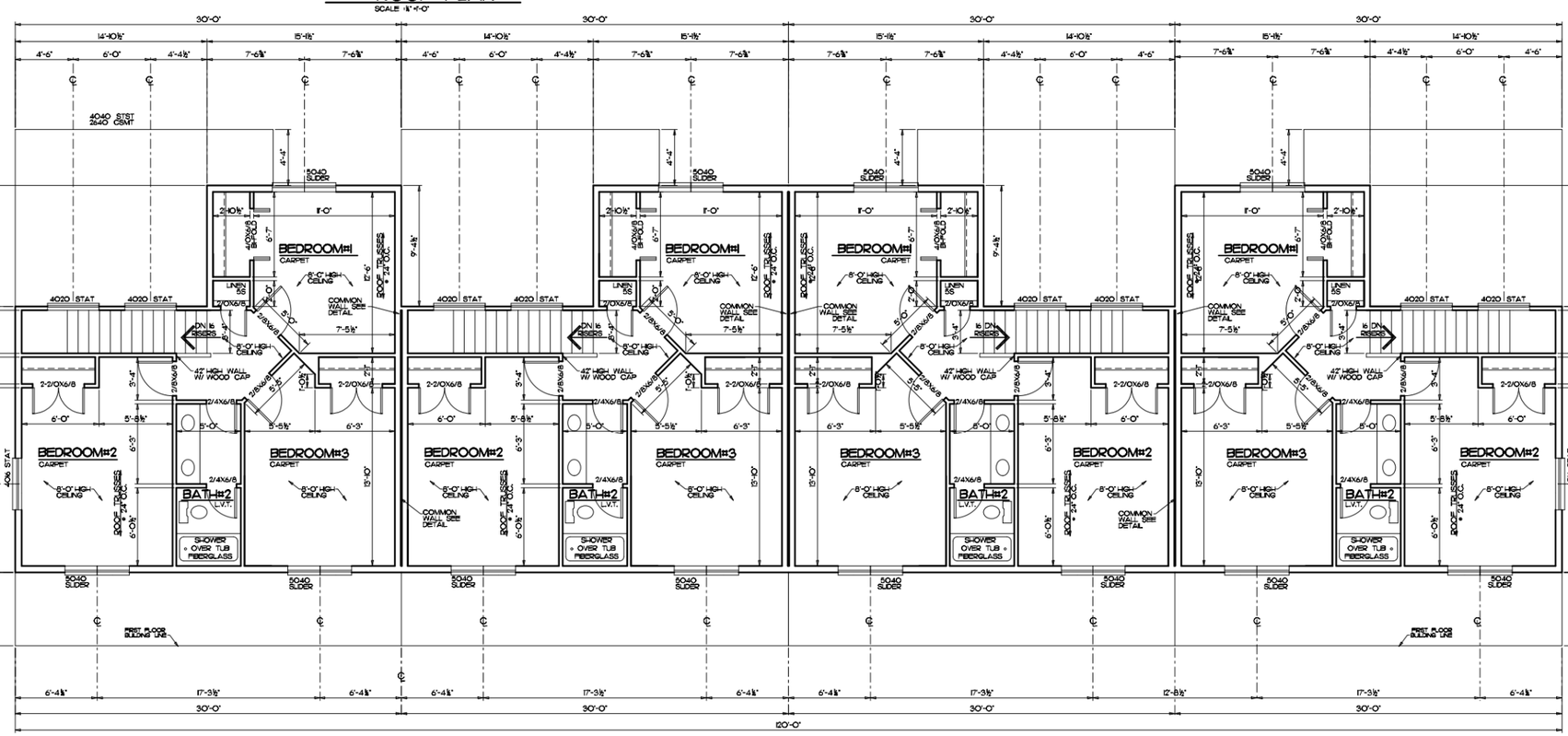


FIRST FLOOR PLAN
SCALE 1/4"=1'-0"



ROOF PLAN

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



SECOND FLOOR PLAN

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

UNIT A	UNIT B	UNIT C	UNIT D
FIRST FLOOR - 706 SQ.FT.	FIRST FLOOR - 706 SQ.FT.	FIRST FLOOR - 706 SQ.FT.	FIRST FLOOR - 706 SQ.FT.

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

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

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

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

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

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

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

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

ELEVATION CHANGES
402-597-6968
REVERSED PLANS

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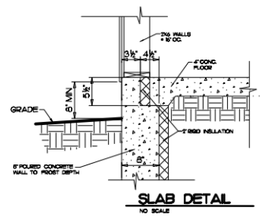
1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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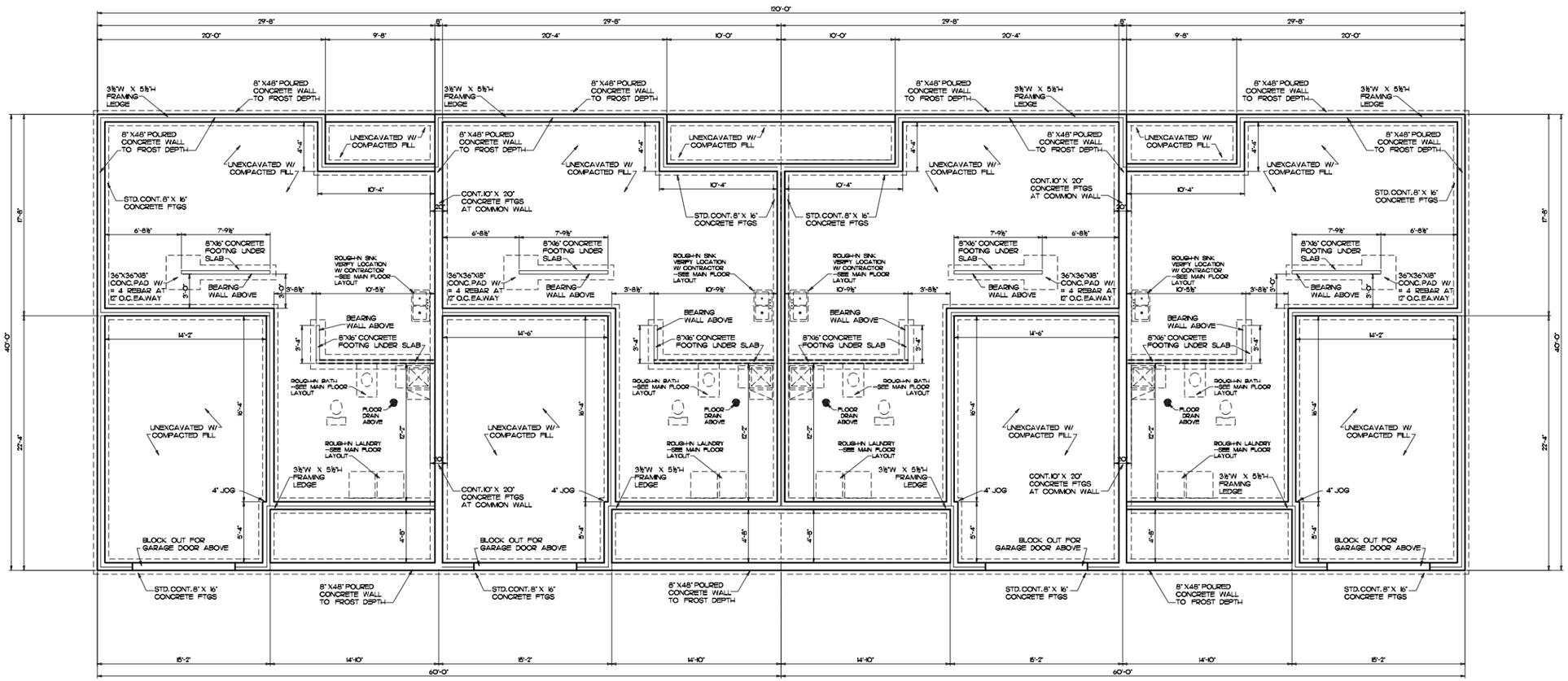
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Residential Design Services
402-597-6968

OF



SLAB DETAIL

NO SCALE



FOUNDATION PLAN

SCALE 1/4" = 1'-0"

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

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

ELEVATION CHANGES
402-597-0968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VISIT OPTIONS WILL NOT BE KEPT CURRENT WITH LOCAL CODES. IT IS THE RESPONSIBILITY OF YOUR BUILDING OFFICIAL, YOUR ENGINEER, OR YOUR ARCHITECT TO ENSURE THAT THESE PLANS MEET YOUR SPECIFIC SITE

1445 PLAN

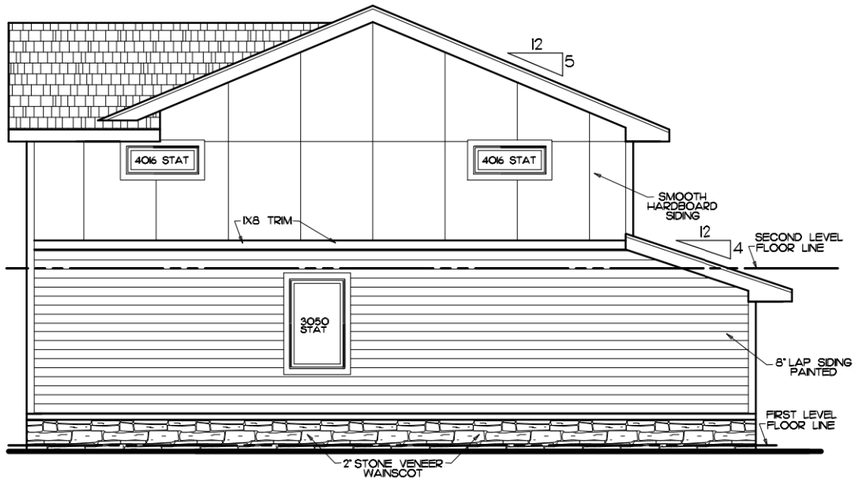
COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

ALL RIGHTS RESERVED
© 2015

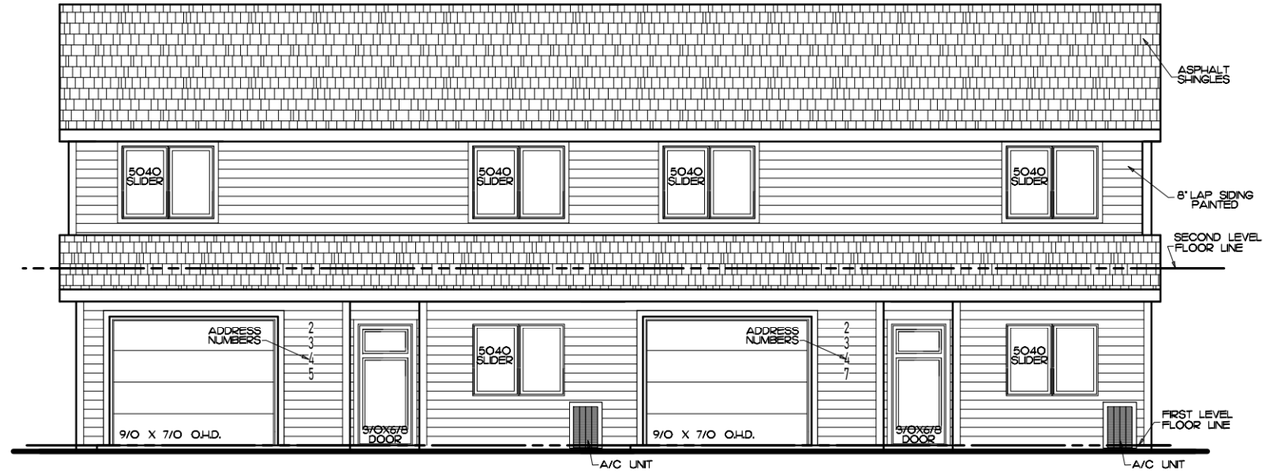
TMK & Associates
Residential Drafting Services
402-597-0968

OF

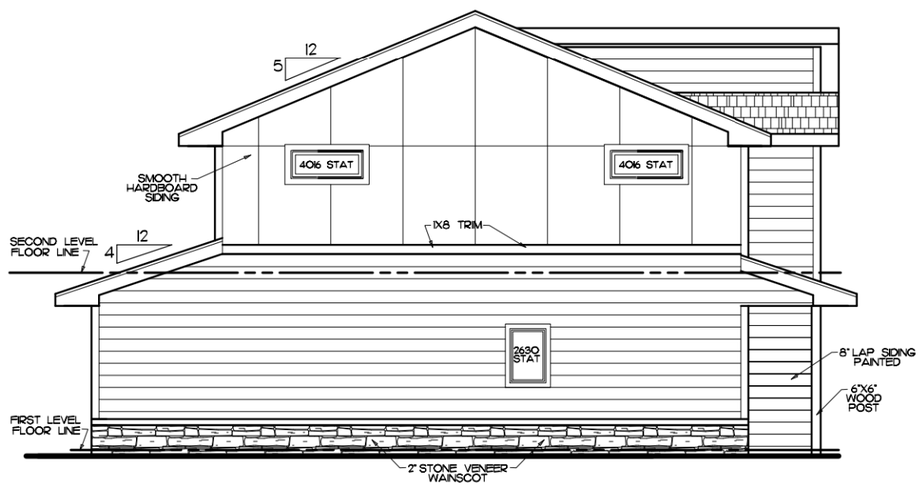
ATTACHMENT D



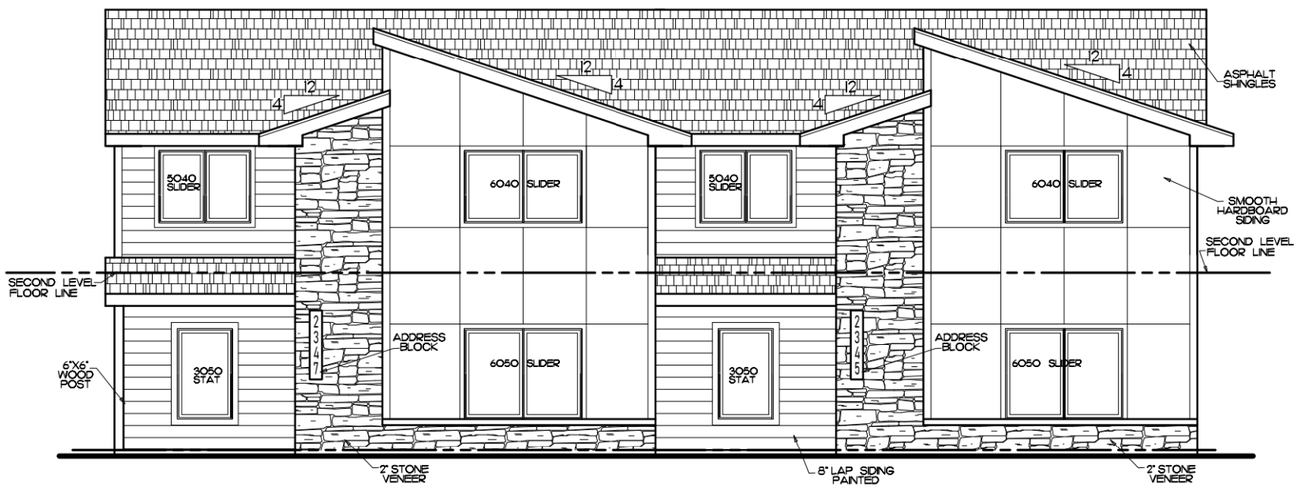
SIDE ELEVATION
SCALE: 1/4" = 1'-0"



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



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



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

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

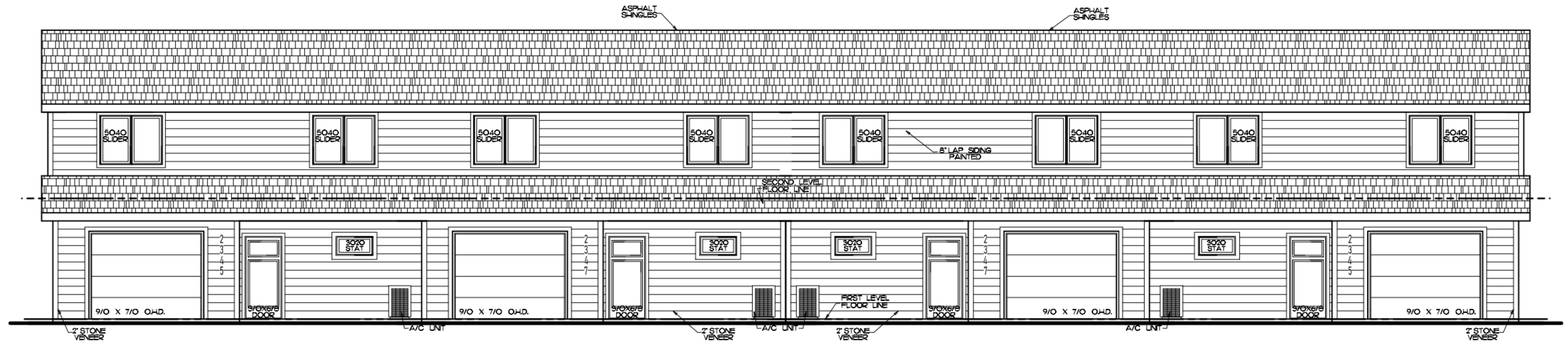
DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WARRANTIES, LIABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE

1755 PLAN

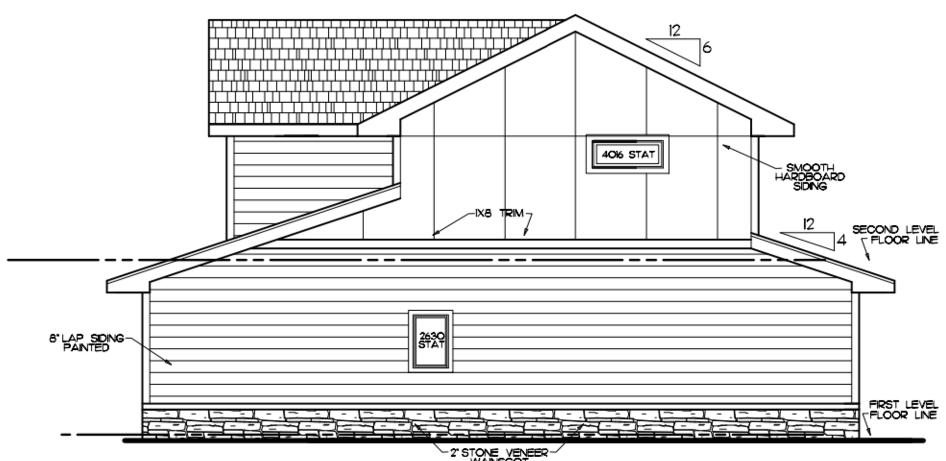
COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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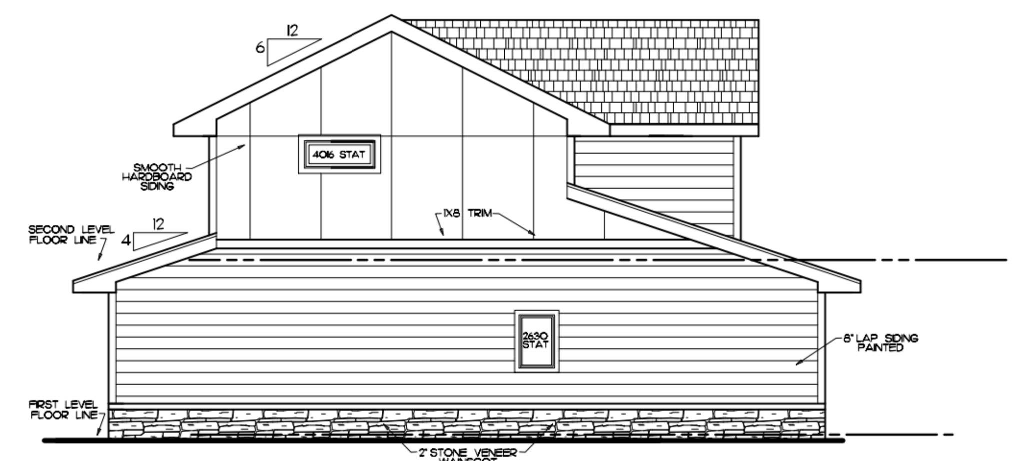
TMK & Associates
Residential Design Services
402-592-6968



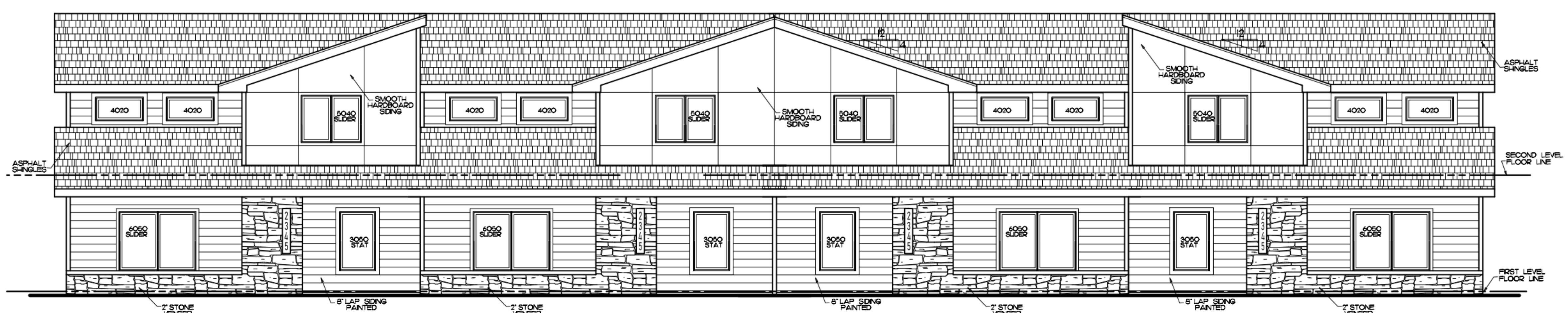
REAR ELEVATION
SCALE:1/4" = 1'-0"



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



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



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

CUSTOM CHANGES 402-592-6968 REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. SITE CONDITIONS MAY VARY. DESIGNER CANNOT WARRANT THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE. CONSULT YOUR CONSTRUCTION PROFFESIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE.

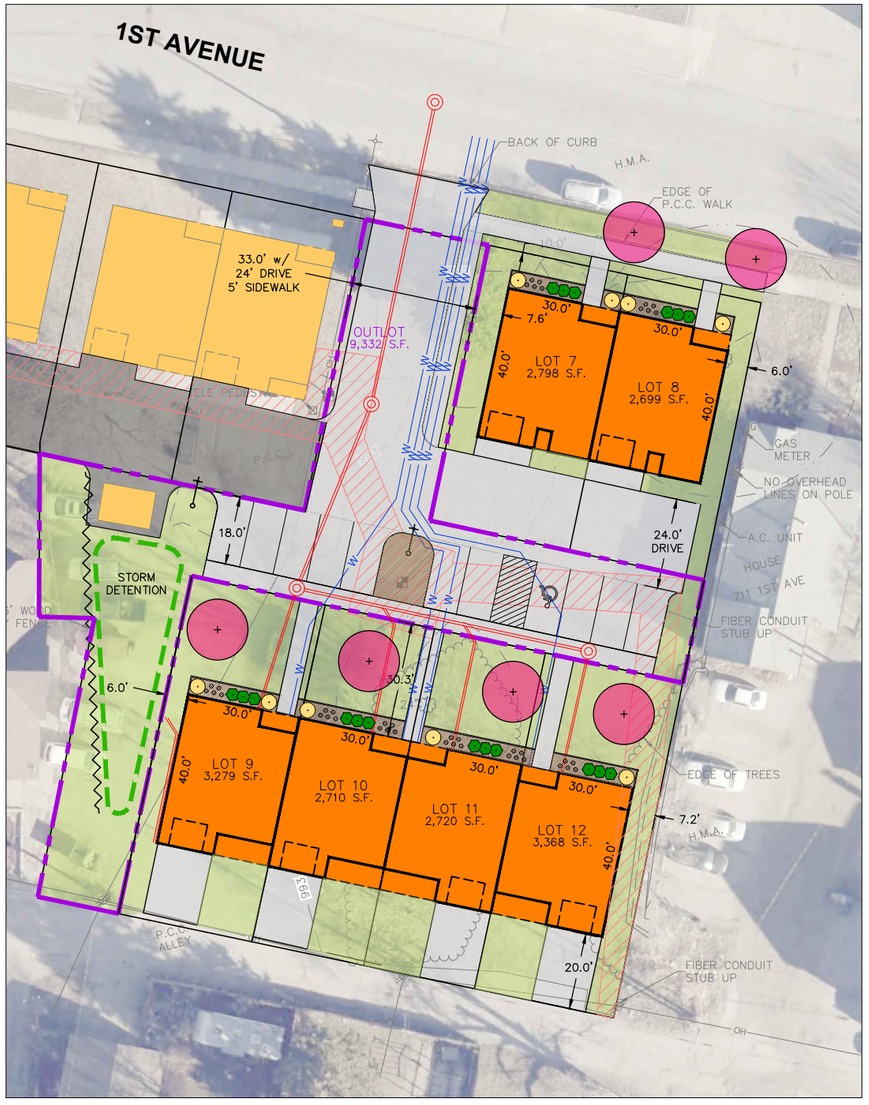
1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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TMK & Associates
Residential Design Services
402-592-6968

OF



1 LANDSCAPE PLAN

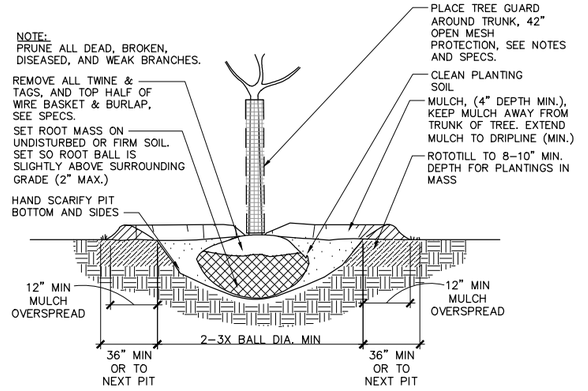
N

0 10' 20' 40'

LEGEND

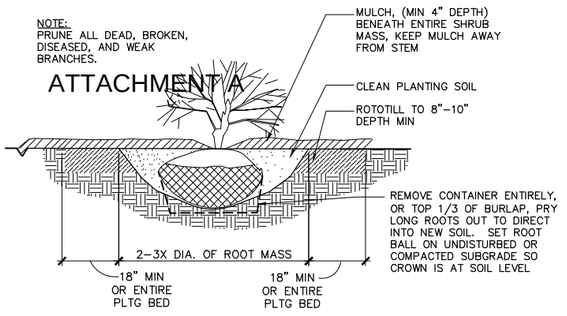
NOTE: MATCH PLANT MATERIAL OF PHASE ONE

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



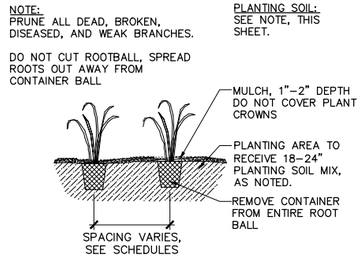
2 TREE PLANTING DETAIL

NO SCALE



3 SHRUB PLANTING DETAIL

NO SCALE



4 PERENNIAL PLANTING DETAIL

NO SCALE

PLANTING NOTES:

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

PROGRESS SET
Jul 10, 2025
NOT FOR CONSTRUCTION

hgm ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

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

TMM	drawn	
TMM	designed	
ZMW	approved	
JULY 2025	date	revision date

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

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

sheet: LANDSCAPE PLAN

project no. 104725

sheet 1 of 1

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

Council Bluffs Street Tree Species Guide

Last revised: June 2019

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

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

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

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

RESOLUTION NO. 25-225

A RESOLUTION GRANTING FINAL PLAT APPROVAL OF A SEVEN-LOT RESIDENTIAL SUBDIVISION TO BE KNOWN AS BALDWIN COURT PHASE 2 ON PROPERTY LEGALLY DESCRIBED AS BEING A REPLAT OF ALL OF LOT 7, BALDWIN COURT AND A PORTION OF LOTS 4 AND 13, BAYLISS 1ST ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Habitat for Humanity of Council Bluffs is requesting this final plat approval on undeveloped land legally described above and generally located between 711 and 741 1st Avenue; and

WHEREAS, All comments received are outlined in the attached City Council Communication and its Attachments; and

WHEREAS, The Community Development Department recommends final plat approval subject to the comments outlined in the attached City Council Communication and the conditions below:

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

B. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.

C. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.

D. All utilities shall be installed underground. Any costs to construct, remove, and/or relocate any utilities shall be the responsibility of the applicant and/or developer, not the City.

E. In the event that the dwelling placement on proposed Lot 13 interferes with existing utility infrastructure and associated easements, the applicant shall complete one of the following options prior to execution of the final plat:

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

F. All development within the proposed subdivision shall comply with the development standards listed in the proposed development plan for the subject property (Case #PR-25-003).

G. All applicable permits necessary to meet local, state, and federal requirements shall be the developer’s responsibility.

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

That the request for final plat approval of a seven-lot minor subdivision to be known as Baldwin Court Phase 2, legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, 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 September 8, 2025.
APPROVED

_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest: _____
JODI QUAKENBUSH City Clerk

Planning Case No. #SUB-25-008

Council Communication

Department: Human Resources

Case/Project No.:

Subject/Title

Resolution 25-226
Resolution approving the tentative agreement reached between the City of Council Bluffs and the Fraternal Order of Police, Lodge #1

Background/Discussion

This tentative agreement provides for annual across-the-board wage increases to the Police Union wage schedules of 3.5% for Fiscal Year 2027 and 3.5% for Fiscal Year 2028.

All other Articles of the Agreement dated July 1, 2023 are adopted and shall remain in place through June 30, 2028.

A draft of the new agreement is included.

Staff Recommendation

Approval of the Resolution

Attachments

FOP Contract FY27 & FY28.pdf
25-226.docx

Prepared by: Brenda Norton
Approved by:

6.A

AGREEMENT BETWEEN THE
FRATERNAL ORDER OF POLICE, LODGE #1
AND
THE CITY OF COUNCIL BLUFFS

July 1, 2026 through June 30, 2028

INCORPORATION OF PRIOR AGREEMENT

Per Article 37, the Agreement between the Fraternal Order of Police, Lodge #1 and the City of Council Bluffs effective July 1, 2023 is hereby extended to a total of five years. All Articles and Provisions of the aforementioned agreement are adopted and incorporated herein.

WAGES

Effective July 1, 2026, pay for Police Officers shall be as shown below, which reflects an increase of 3.5% from the prior year.

Years of Service	Time in Step	Step	Annual	Hourly	OT
0-10 Months	10 Months	1	$ 67,500.69	$ 32.3279	$ 48.4919
10 Months-2 Years	1 Year, 2 Months	2	$ 70,167.03	$ 33.6049	$ 50.4073
2-4 Years	2 Years	3	$ 73,718.11	$ 35.3056	$ 52.9584
4-5 Years	1 Year	4	$ 80,080.76	$ 38.3529	$ 57.5293
5-6 Years	1 Year	5	$ 86,025.25	$ 41.1998	$ 61.7997
6-12 Years	6 Years	6	$ 93,982.56	$ 45.0108	$ 67.5162
**6-12 Years	6 Years	7	$ 98,681.18	$ 47.2611	$ 70.8917
12-18 Years	6 Years	8	$ 98,681.83	$ 47.2614	$ 70.8921
18-24 Years	6 Years	9	$ 101,148.92	$ 48.4430	$ 72.6645
24+ Years	Until Retirement	10	$ 105,447.74	$ 50.5018	$ 75.7527

***Only applicable to employees hired prior to 4/24/2017*

Effective July 1, 2027, pay for Police Officers shall be as shown below, which reflects an increase of 3.5% from the prior year.

Years of Service	Time in Step	Step	Annual	Hourly	OT
0-10 Months	10 Months	1	$ 69,863.21	$ 33.4594	$ 50.1891
10 Months-2 Years	1 Year, 2 Months	2	$ 72,622.87	$ 34.7811	$ 52.1716
2-4 Years	2 Years	3	$ 76,298.25	$ 36.5413	$ 54.8120
4-5 Years	1 Year	4	$ 82,883.59	$ 39.6952	$ 59.5428
5-6 Years	1 Year	5	$ 89,036.13	$ 42.6418	$ 63.9627
6-12 Years	6 Years	6	$ 97,271.95	$ 46.5862	$ 69.8793
**6-12 Years	6 Years	7	$ 102,135.02	$ 48.9152	$ 73.3729
12-18 Years	6 Years	8	$ 102,135.69	$ 48.9156	$ 73.3733
18-24 Years	6 Years	9	$ 104,689.13	$ 50.1385	$ 75.2077
24+ Years	Until Retirement	10	$ 109,138.41	$ 52.2694	$ 78.4040

***Only applicable to employees hired prior to 4/24/2017*

AGREEMENT

This Agreement shall be in effect July 1, 2026 and continue in force to and including June 30, 2028. In witness whereof, the parties have caused this agreement to be signed by their representatives and their signatures placed thereon, all on this ___ day of _____, 2025 at Council Bluffs, Iowa.

City of Council Bluffs, Iowa

Brenda Norton, Director Human Resources

Matthew Walsh, Mayor

Fraternal Order of Police, Lodge #1

Nathan Powles, President

Anthony Fletcher, Treasurer

RESOLUTION NO. 25-226

A RESOLUTION APPROVING THE TENTATIVE AGREEMENT REACHED BETWEEN THE CITY OF COUNCIL BLUFFS AND THE FRATERNAL ORDER OF POLICE, LODGE #1, FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2028.

WHEREAS, the City and the Union have bargained in good faith and reached a tentative agreement; and,

WHEREAS, the tentative agreement is consistent with the direction provided by the City Council; and,

WHEREAS, the changes are deemed to be in the best interest of the City of Council Bluffs, Iowa;

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

That the Council approves the proposed tentative agreement reached between the City of Council Bluffs and the Fraternal Order of Police, Lodge #1.

ADOPTED
AND
APPROVED September 8, 2025

.

_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW26-03

Subject/Title

Resolution 25-227
Resolution authorizing the Mayor to execute an agreement with Alfred Benesch & Company for engineering services in connection with the FY26 Pavement Resurfacing Project. Project # PW26-03

Background/Discussion

The FY26 Pavement Resurfacing project is intended to rehabilitate streets that need maintenance, but do not require a full reconstruction. The selected street is a good candidate for surface milling and hot-mix asphalt overlays.

The selected street will complete the inside three lanes of 23rd Avenue from S. 35th Street to 23rd Avenue. The outside lanes were completed in 2024.

This project was included in the FY26 CIP and is funded with Local Option Sales Tax Funds. The preliminary project budget is $300,000.

Alfred Benesch & Company was selected from the pre-qualified engineer list and completed the previous resurfacing project on 23rd Avenue. It is appropriate for them to continue their role as project engineer.

Staff Recommendation

Approval of this resolution to enter into an agreement with Alfred Benesch & Company.

Attachments

CB-Benesch Master Agreement
Map
25-227.doc

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

16910 Marcy Street, Suite 102
Omaha, NE 68118
www.benesch.com
P 402-333-5792

August 18, 2025

Mr. Matt Cox, PE
Public Works Department
209 Pearl Street
Council Bluffs, Iowa 51503

RE: Engineering Master Services Agreement
Street Rehab. Pavement Resurfacing
City Project No. PW26-03

Dear Mr. Cox:

This letter represents a proposal for an Engineering Master Services Agreement between Benesch and the City of Council Bluffs, Iowa, (City). The professional services will include scoping, design and construction phase services for street rehabilitation and pavement resurfacing.

1. CONDITIONS OF SERVICE

I. GENERAL CONDITIONS OF BENESCH (SEE ATTACHED).

II. APPENDIX A IS INCLUDED AS PART OF THIS AGREEMENT (SEE ATTACHED).

III. FEES

1. Payroll cost used as the basis for payment mean salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to engineers, surveyors, designers, drafters, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers compensations, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
2. Hourly, not-to-exceed negotiated maximum fees, as listed in the scope of services below, shall be determined by multiplying the hours charged to the Project for each work classification by the hourly rate for each classification as listed in the current Schedule of Hourly Rates.

IV. INDEMNIFICATION

The ENGINEER agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all claims including reasonable attorneys' fees and defense costs arising out of the negligent acts, errors, or omissions of the ENGINEER, its officers, agents, and employees in the execution of the services specified in this Agreement.

In recognition of the relative risks and benefits of the project to both the City and ENGINEER, the risks have been allocated such that the City agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER and their sub-consultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER and their sub-consultants to all those named shall not exceed $2,000,000.00. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

V. INSURANCE

The ENGINEER shall maintain insurance to protect the ENGINEER from claims under Worker's Compensation Acts; claims due to personal injury or death of any employees or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for the ENGINEER is legally liable. The amounts and extent of such insurance is as follows:

1. Professional Liability - $2,000,000 each claim; $2,000,000 aggregate
2. Vehicle Coverage Bodily Injury - $1,000,000 combined single limit (each accident)
3. Worker's Compensation - $100,000 each accident
4. General Liability - $1,000,000 each occurrence and $2,000,000 aggregate

VI. ARBITRATION

Any controversy or claim arising out of this Agreement may, if both parties agree, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The cost of the arbitration, if any, will be divided equally between the OWNER and the ENGINEER.

VII. ENGINEER'S RESPONSIBILITY

The ENGINEER shall be responsible for the professional quality and technical accuracy of all services furnished by the ENGINEER under this Agreement, except for that work provided by OWNER. The ENGINEER shall, without additional compensation, correct or revise any error or deficiencies in his work. Approval of the OWNER of any such work shall not in any way relieve the ENGINEER of responsibility for the technical accuracy and adequacy of said services. The OWNER's review, approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

2. SCOPE OF SERVICES

I. SERVICES TO BE PROVIDED BY BENESCH

Scope of Services	***Fee Basis***
1. Definition of Problem Scope of Project, Site Assessment	Hourly, Not-to-Exceed Negotiated
2. HMA Construction and Phasing Plans a. Preliminary b. Final	Hourly, Not-to-Exceed Negotiated
3. Contract and Bidding Documentation	Hourly, Not-to-Exceed Negotiated
4. Project Management	Hourly, Not-to-Exceed Negotiated

II. ASSUMPTIONS FOR THE SERVICES:

1. Benesch will use City of Council Bluffs Standards, or mutually agreeable standards, for the design and plan production.
2. Survey will not be required for the project.
3. All work will be within existing Right-of-Way.
4. Construction Phase Services are not included with this scope of work, but can be provided under a separate contract or amendment, if requested by the City.

Attached to this letter are our Consulting Services Agreement and our estimated hourly billing rates by classification. If this proposal and attachments are agreeable, please sign this and return one copy of this proposal.

Sincerely,

Jeffery A. Sockel, PE
Sr. Vice President

ACCEPTED:
CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

BY_____
Matthew J. Walsh, Mayor

BY_____

DATE_____

Attachments: Appendix A, Benesch Consulting Services Agreement
Appendix B, Benesch Schedule of Rates

STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the “Standard of Care”). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant’s services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or $50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices
Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation
For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings
Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability
If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution
If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity
Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law
This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement
This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

APPENDIX "A"

During the performance of this contract, the engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "B" of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer 's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Council Bluffs, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City of Council Bluffs shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Engineer under the contract until the Engineer complies; and/or,
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Engineer shall include the provisions of Paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event an engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Council Bluffs or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Council Bluffs or the Iowa Department of Transportation; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

benesch

EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

CLASSIFICATION	BILLABLE RATE
Project Principal	$303.00
Senior Project Manager	$267.00
Project Manager II	$231.00
Project Manager I	$204.00
Senior Technical Manager	$267.00
Technical Manager II	$231.00
Technical Manager I	$204.00
Senior Project Engineer	$180.00
Project Engineer II	$162.00
Project Engineer I	$148.00
Designer II	$120.00
Designer I	$107.00
Senior Technical Specialist	$204.00
Technical Specialist IV	$162.00
Technical Specialist III	$148.00
Technical Specialist II	$134.00
Technical Specialist I	$120.00
Senior Technologist	$162.00
Technologist IV	$134.00
Technologist III	$120.00
Technologist II	$96.00
Technologist I	$91.00
Senior Scientist II	$162.00
Senior Scientist I	$148.00
Scientist II	$134.00
Scientist I	$107.00
Senior Public Involvement Specialist	$180.00
Public Involvement Specialist II	$148.00
Public Involvement Specialist I	$120.00
Project Analyst	$120.00
Project Assistant III	$107.00
Project Assistant II	$96.00
Project Assistant I	$91.00
Office Assistant	$91.00
Marketing Manager	$180.00
Marketing Coordinator	$120.00
Marketing Assistant	$107.00

CLASSIFICATION	BILLABLE RATE
Senior Construction Project Manager	$267.00
Construction Project Manager II	$231.00
Construction Project Manager I	$204.00
Senior Construction Manager	$267.00
Construction Manager II	$231.00
Construction Manager I	$180.00
Construction Representative IV	$162.00
Construction Representative III	$148.00
Construction Representative II	$134.00
Construction Representative I	$120.00
Senior Inspector	$134.00
Inspector IV	$120.00
Inspector III	$107.00
Inspector II	$96.00
Inspector I	$91.00
Construction Technical Rep Manager	$180.00
Construction Technical Specialist	$162.00
Construction Technical Rep IV	$148.00
Construction Technical Rep III	$134.00
Construction Technical Rep II	$120.00
Construction Technical Rep I	$107.00
Field/Lab Technician Manager	$123.00
Senior Field/Lab Technician	$110.00
Field/Lab Technician III	$96.00
Field/Lab Technician II	$89.00
Field/Lab Technician I	$82.00
Senior Geologist	$134.00
Geologist II	$120.00
Geologist I	$107.00
Survey Manager	
Senior Surveyor	$148.00
Surveyor	$134.00
Survey Specialist II	$120.00
Survey Specialist I	$107.00
Survey Assistant II	$96.00
Survey Assistant I	$91.00
Intern	$91.00

Rates are good until December 31, 2025


PW 26-03
PAVEMENT RESURFACING
23RD AVE. INSIDE LANES
NEBRASKA AVE
21ST AVE
S 29TH ST
S 35TH ST
S 32ND ST
23RD AVE
HORSESHOE BLVD
PROJECT LOCATION
24TH AVE
BASS PRO DR
MID AMERICA LOOP
MID-AMERICA DR
HORSESHOE
ARENA WAY
UFFS RUN
HORSESHOE
MARC BLVD
PLAZA VIEW DR
HORSESHOE
S 24TH ST
MID-AMERICA DR
Legend
PW26-03
208

RESOLUTION NO. 25-227

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALFRED BENESCH & COMPANY FOR ENGINEERING SERVICES IN CONNECTION WITH THE FY26 PAVEMENT RESURFACING PROJECT. PROJECT #PW26-03

WHEREAS, the city wishes to make improvements known as the FY26 Pavement Resurfacing project, as therein described; and

WHEREAS, Alfred Benesch & Company has submitted an agreement to provide engineering services for the work necessary for said improvements; and

WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with Alfred Benesch & Company for engineering services relative to the Pavement Resurfacing.

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 September 8, 2025

_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.:

Subject/Title

Resolution 25-228
Resolution authorizing a Joint Right-of-Way Maintenance Agreement with Mills County, for roadways near corporation limits.

Background/Discussion

The recent annexation of approximately 473 acres resulted in a southerly expansion of the City limits into both Pottawattamie County and Mills County. The annexation area included portions of 189th Street, 192nd Street, and Bunge Avenue. Because the roadways have split jurisdiction, Public Works and Mills County Secondary Roads developed a plan for future maintenance needs.

The proposed agreement outlines responsibilities for road repairs, right-of-way maintenance, and snow and ice control. The division of duties will improve efficiencies for both jurisdictions.

The agreement requires formal approval by both the City and County. The Mills County Board of Supervisors approved the agreement on August 26, 2025.

Staff Recommendation

Approval of this resolution to enter into an agreement with Mills County for joint roadway maintenance.

Attachments

City - Mills County Agreement
25-228.doc

Prepared by: Matthew Cox, Public Works Director
Approved by: Matthew Cox, Public Works Director

6.C

CITY OF COUNCIL BLUFFS – MILLS COUNTY RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR ROADWAYS NEAR CORPORATION LIMITS, AUGUST 2025.

THIS AGREEMENT, made and entered into between Mills County, Iowa, (hereinafter) referred to as County) and Council Bluffs, Iowa, (hereinafter referred to as City),

WITNESSETH:

WHEREAS, certain roadways follow or cross joint legal boundaries of the City and County,

WHEREAS, maintenance of the road right-of-way is necessary for the safety of the traveling public,

WHEREAS, it would be impractical for the County and City to perform maintenance functions only within existing legal boundaries,

WHEREAS, it would be much more practical to divide maintenance responsibilities such that one jurisdiction maintains the roadway for the length indicated by this agreement,

WHEREAS, the term maintenance includes all functions relative to roadway maintenance including, but not limited to, grading and resurfacing in the case of granular surfacing, grass and weed control, snow and ice removal, minor structure repairs, pavement patching and traffic control device repair and replacement, including pavement markings,

WHEREAS, major work such as bridge and culvert rehabilitation and/or replacement, or similar storm sewer work, pavement resurfacing, roadway reconstruction or improvement projects, shall be performed under separate agreement only. Such agreement shall state who will design and inspect construction, the division of costs, project programming and any other factors relevant to a joint project,

WHEREAS, the above referenced roadways are listed below by item number and are shown by item number on the attached Exhibit "A' which is included as an integral part of this Agreement.

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

Item #1: 189th Street (HMA Surface)

Commencing at Bunge Avenue, west of the I-29 southbound off ramp, proceeding north approximately 4,070 feet (0.77 miles) to Applewood Road. The City will perform road maintenance and the County will perform sign maintenance, mow the adjacent right-of-way, and perform snow and ice removal operations. The south 2,740 feet is within the City, and north 1,330 feet is in the County. The paved road continues north into Pottawattamie County to a dead end at the Walter Scott Energy Center property, and maintenance for this segment will occur per mutual agreement between the City and Pottawattamie County.

Item #2: Bunge Avenue (PCC and HMA overlay)

Commencing approximately 1,900 feet west of 189th Street proceeding east to the BNSF Railroad ROW, approximately 1,050 feet east of 192nd Street, with a total length of 4,750 feet (0.9 miles). The City and County will equally share roadway maintenance costs, excluding the Iowa DOT bridge over I-29. Mills County will continue to receive requests for service and perform minor repairs. For project scopes with an estimated cost greater than $10,000, City and County will coordinate and proceed with repairs as mutually agreed. County will perform snow and ice removal operations.

Item #3: 192nd Street (Gravel surface)

Commencing at Bunge Avenue, east of the I-29 northbound off ramp, proceeding north approximately 4,180 feet (0.79 miles) to the Mills/Pottawattamie County boundary. Maintenance for this segment will occur per mutual agreement between the City and Pottawattamie County.

IN WITNESS WHEREOF, the County has authorized the execution of this agreement on its behalf by its proper officers pursuant to a Resolution passed by the Board of Supervisors on the 26th day of August, 2025, a certified copy of which Resolution is attached hereto and made a part hereof, and the City has authorized the execution of this Agreement on its behalf by its proper officers pursuant to a Resolution passed by the City Council on the 8th day of September, 2025, a certified copy of which Resolution is attached hereto and made a part hereof, this Agreement to become effective after having been legally executed by the authorized officers of both the County and the City.



Legend

- Annexation Area
- Council Bluffs Corporate Limits
- Pott County/Mills County Border

Exhibit "A"
Annexation Area

N

0 0.13 0.25 Miles

2025

RESOLUTION NO. 25-228

RESOLUTION AUTHORIZING A JOINT RIGHT-OF-WAY MAINTENANCE AGREEMENT WITH MILLS COUNTY FOR ROADWAYS NEAR CORPORATION LIMITS

WHEREAS, certain roadways follow or cross joint legal boundaries of the City and County; and

WHEREAS, it is impractical for the City and County to perform maintenance functions only within existing legal boundaries; and

WHEREAS, this agreement has been prepared jointly by representatives of Mills County and the City of Council Bluffs to divide maintenance responsibilities for efficient operations; 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 City of Council Bluffs – Mills County Right-of-Way Maintenance Agreement for Roadways Near Corporation Limits, August 2025 is hereby approved.

ADOPTED
AND
APPROVED September 8, 2025

_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.: PR-25-003

Subject/Title

Resolution 25-229
Resolution to adopt a PR-2/Planned Residential Development Plan on property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, to be known as “Baldwin Court Phase 2”. Location: Undeveloped land lying between 711 and 741 1st Avenue. PR-25-003

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A â€“ Location/zoning Map
Attachment B â€“ Baldwin Court Phase 2 Final Plat
Attachment C â€“ Floor Plans
Attachment D â€“ Elevations
Attachment E â€“ Landscaping Plan
Attachment F â€“ Council Bluffs Street Tree Guide
25-229.docx

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

6.D

City Council Communication

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

Subject/Title

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

Location: Undeveloped land lying between 711 and 741 1st Avenue

Background

The Community Development Department has received the following requests from Habitat for Humanity of Council Bluffs, represented by Blake Johnson:

A. **CASE #SUB-25-008**: Final plat approval for a seven-lot subdivision to be known as Baldwin Court Phase 2, legally described above; and

B. **CASE #PR-25-003**: Append a planned residential overlay over the proposed subdivision and adopt the associated development plan for the proposed residential development.

The purpose of the above requests are to facilitate the second phase of Habitat for Humanity's Baldwin Court townhome development. The first phase consisted of six townhomes which received development plan approval on September 11, 2023 (Reso. 23-249) and completed construction this year. The proposed second phase is comprised of 0.618 acres (more/less) and will consist of six (6) lots and one (1) outlot. The applicant is proposing to develop the subject property with six rear-loaded townhomes. Outlot A will be utilized for a private access drive off 1st Avenue, shared off-street parking area and stormwater detention.

Zoning/Land Use

The subject property is zoned R-3/Low Density Multifamily Residential and is surrounded by the following zoning districts and land uses:

Direction	Existing Zoning Districts	Existing Land Uses

North	C-3/Commercial District	Retail Shopping
South	A-P/Administrative Professional District	Mixture of single-family, two-family, and multifamily dwellings
East	R-3/Low-Density Multifamily Residential District, C-1/Commercial District, and A-P/Administrative Professional District	Single-family dwelling, multifamily dwellings, a funeral home, and church
West	A-P/Administrative Professional District	Mixture of single-family, two-family and multifamily dwellings

A location/zoning map is included with this report as Attachment 'A'. The future land use plan of the Bluffs Tomorrow: 2030 (Comprehensive Plan) designates the subject properties as 'High-Density Residential.'

Public notices were mailed to all property owners within 200 feet of the request. No comments were received as of the date of this report.

Attachments – The following attachments are included with this report:

- Attachment A – Location/zoning Map
- Attachment B – Baldwin Court Phase 2 Final Plat
- Attachment C – Floor Plans
- Attachment D – Elevations
- Attachment E – Landscaping Plan
- Attachment F – Council Bluffs Street Tree Guide

CASE #SUB-25-008

The proposed subdivision is comprised of 0.618 acres (more/less) of land and will consist of six (6) townhome lots and one (1) outlot. Lots 8 and 9 will have direct frontage onto 1st Avenue. All proposed lots will have vehicular access via a private drive (Outlot A) off 1st Avenue. Lots 10-13 will also have rear access via the adjacent east/west alley. All lots will be fully served with utilities (e.g. sanitary/storm sewers, water, gas, electric, etc.). The proposed Baldwin Court Phase 2 Final Plat is included with this report as Attachment 'B.'

Comments

The Community Development Department provided the following comments:

A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Director.

B. The proposed subdivision is consistent with the 'High Density Residential' designation of the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan), as well as the purpose and intent of the Title 14: Subdivisions and Title 15: Zoning of the Council Bluffs Municipal Code.

C. The subject properties are zoned R-3/Low Density Multifamily Residential. The applicant is requesting to append a PR-2/Planned Residential Development overlay and adopt the associated development plan which establishes site development, architecture, landscaping, off-street parking and signage standards for the subject properties (See Case #PR-25-003). All construction activity that occurs within the proposed subdivision shall comply with the planned residential development plan for Baldwin Court Phase 2.

D. Lots 8 and 9 are proposed to be developed with a single-family attached structure and Lots 10-13 are proposed to be developed with four townhomes for a total of six dwelling units within the proposed

Baldwin Court Phase 2 Subdivision. Outlot A will be utilized for a private access drive off 1st Avenue, a shared off-street parking area, and stormwater detention.

E. All lots within the proposed Baldwin Court Phase 2 Subdivision comply with R-3/Low Density Multifamily Residential District minimum lot size requirements per Section 15.10.050, Site Development Regulations, of the Council Bluffs Municipal Code (Zoning Ordinance).

F. The final plat includes the following easements dedicated to the homeowner's association for Baldwin Court and Baldwin Court Phase 2:
   a. A 10-foot wide perpetual utility easement across the north side of Lots 8 and 9; the south sides of Lots 10-13; and the north and south sides of Outlot A; and
   b. A 5-foot wide perpetual utility easement across the west and east sides of Outlot A and the easterly sides of Lots 9 and 13.

   No easements shall be reserved where a lot line coincides with a common wall separating units.

G. The proposed subdivision includes a new private driveway off 1st Avenue which will provide rear access to Lots 7 and 8 and to a centrally located shared off-street parking area. Lots 9 through 12 will have a rear-loaded garage that will be accessed off the adjacent east/west alley between S. 8th and S. 7th Streets. All rights for direct vehicular access shall be from the private drive and/or alley and not 1st Avenue. Pedestrian access only shall be allowed off 1st Avenue.

H. All lots will be serviced with utilities (e.g. sanitary/storm sewers, water, electricity, etc.) that shall be installed underground. All costs to construct, remove and/or relocate any utilities for the proposed subdivision shall be the responsibility of the developer and not the City.

I. The subject property is located within an X flood zone (area with reduced flood risk due to levee) according to FEMA map panel no. 19155C0413E, dated February 4, 2005.

J. The following technical corrections shall be made to the final plat prior to being executed by the City of Council Bluffs:

   a. The Treasurer's statement shall state "that the property included in Baldwin Court **Phase 2**…"
   b. The notary and owner signature lines shall state "**2025**".
   c. The 2nd course listed in the legal description on Page 1 of 3 shall be referenced on Page 2 of 3.
   d. The 3rd course listed in the legal description on Page 1 of 3 states "North **00** Degrees 15 Minutes 11 Seconds East, 43.04 feet;" Page 2 of 3 lists this description as "North **11** Degrees 15 Minutes 11 Seconds East, 43.04 feet;"
   e. The description of the perpetual utility easements on Page 1 of 3 shall match the easement areas shown on Page 3 of 3.
   f. The proposed lots are numbered as a continuation of the lots in Baldwin Court Subdivision. However, as this is a separate final plat, the lots within the proposed Baldwin Court Phase 2 Subdivision shall be Lots 1 through 6 and Outlot A, Baldwin Court Phase 2.

The Council Bluffs Public Works Department stated they have no additional comments beyond what was discussed with the applicant in pre-development meetings. All development within the proposed subdivision shall comply with all applicable Public Works standards.

The Council Bluffs Fire Department stated they have no comments.

The Council Bluffs Police Department stated they have no comment or objection to the requests.

Council Bluffs Water Works stated that they have no comment in regards to the requests.

MidAmerican Energy stated they have no conflicts with the referenced cases. MidAmerican Energy Electric Engineer, Justin Tyler, will lead the electric distribution engineering and design for this project. The developer or their agents should contact him directly to discuss development plans, project timelines, costs, and responsibilities associated with the extension of electric service. MidAmerican Energy noted the main costs will be installing the two streetlight poles in the parking area and relocating the streetlight pole along 1st Avenue and asked for direction on the service for the new streetlight poles. Additionally, the proposed final plat shows an existing MidAmerican Energy easement, which encroaches into the dwelling placement on proposed Lot 13. MidAmerican Energy stated that as long as the wire is not directly under the building, the proposed dwelling placement will be allowed but no further encroachment into the easement shall be permitted unless the developer wishes to pay to relocate said facilities.

Note: In the event that the dwelling placement on proposed Lot 13 interferes with existing utility infrastructure and associated easements, the Community Development Department recommends that the applicant complete one of the following options prior to execution of the final plat:

A. Modify the house design so that no portion of the structure encroaches into the easement area;
B. Relocate the existing utility line(s) and work to remove the easement; or
C. Modify the existing easement area so that no portion is on proposed Lot 13.

CASE #PR-23-003

Section 15.28.010, Statement of Intent, PR/Planned Residential Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance) states that "*the planned residential overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where modifications of the requirements of the underlying zone would not be inconsistent with the Comprehensive Plan or harmful to the neighborhood in which it is located*." Furthermore, Section 15.28.020, Applicability, of the CBMC (Zoning Ordinance), states that *"A PR Overlay may be applied to all residential zoning districts, except the R-1M/Single-Family Manufactured Housing District, and the A-P Administrative Professional District"* and *"The PR-2 Overlay is intended for site-specific infill development. A PR-2 Overlay may be applied to any property, or combination of contiguous properties owned by the same person or entity, that contain a maximum of one and one-half (1 ½) acres of total land area; however, at least one of the following shall be included within the development:*

1. A minimum of two (2) residential structures.
2. A minimum of one (1) residential structure that contains a minimum of three (3) dwelling units.
3. A minimum of one (1) mixed commercial-residential structure."

Additionally, Section 15.28.030, Permitted Land Uses and Site Development Regulations, of the CBMC (Zoning Ordinance), lists *"dwelling, townhouse"* as an allowed use in a PR Overlay. The applicant is proposing to append a PR-2 Overlay and adopt the associated development plan to allow for the construction of the proposed four townhome dwellings and two single-family attached dwellings within the proposed Baldwin Court Phase 2 Subdivision, legally described in Attachment 'B.'

The proposal includes a final plat, included as Attachment 'B,' to subdivide the properties into seven lots of record so each dwelling unit can be sold separately. The proposed townhomes/single-family attached dwellings will be rear-loaded off a new private driveway off 1st Avenue which will provide rear access to Lots 7 and 8 and to a centrally located shared off-street parking area. Lots 9 through 12 will have a rear-loaded garage that is accessed off the adjacent east/west alley between S. 8th and S. 7th Streets. All entrances will be oriented north, with Lots 8 and 9 facing 1st Avenue and Lots 10 through 13 facing the shared off-street parking area. Each unit is proposed to have a one-stall garage. The proposed floor plans are included as Attachment 'C.'

The proposed townhomes are designed utilizing the same architectural style and materials as the first phase of Baldwin Court. The submitted elevations (included as Attachment 'D') show smooth hardboard siding as the

primary front façade material with 8 inch lap siding and stone veneer utilized as accent materials. The front façades are further characterized by slanted roof lines, wall offsets, and first and second story windows. The proposed side elevations are comprised of a two-foot stone veneer base, 8-inch lap siding on the first level and smooth hardboard siding on the 2nd floor. One first floor window and two second-story windows are shown on both side elevations. Exterior paint colors were not identified with the submitted application. The submitted landscaping plan, included as Attachment 'E,' shows: two ornamental street trees planted in the right-of-way in front of Lots 7 and 8; one ornamental tree in the front yard of Lots 9 through 12; and a mixture of shrub and perennial foundation plantings along the front façade of each dwelling.
Public notices were mailed to all property owners within 200 feet of the request. As of the date of this report, no comments were received. No comments were received as of the date of this report.

All City Departments and local utilities were notified of the proposed planned residential overlay request. The following comments were received:
The Community Development Department provided the following comments:

A. The subject properties are located in the downtown periphery, within walking and biking distance to jobs, services, retail, and recreational opportunities within downtown Council Bluffs. Additionally, the subject properties are located along 1st Avenue, which is a potential future streetcar route, providing an additional mode of transportation to access the jobs, services, retail, and recreational opportunities located along the West Broadway Corridor, downtown Council Bluffs and downtown Omaha. The Community Development Department is supportive of the proposed townhome project as it:
    1. provides additional housing units within the downtown periphery;
    2. further diversifies housing options in our community;
    3. supports a successful public transit system and thriving downtown.

B. The subject area is a uniquely shaped infill site within the downtown area surrounded by existing development. The planned residential overlay is needed to develop the subject properties in a manner that is feasible and compatible in a downtown setting. The PR-2 overlay allows Phase 2 of the development to achieve the reduced setbacks, urban scale, and pedestrian oriented design approved for Baldwin Court Phase 1.

C. The applicant proposes to append a PR-2/Planned Residential Overlay over the entirety of the subject property in order to establish site-specific development standards to allow the proposed residential development to be built in an R-3/Low Density Multifamily District. The following items regulate the development of the subject property:

1. Site Development

a. Per Section 15.28.020, Applicability, of the CBMC, the maximum land area allowed for a PR-2 Overlay is 1.5 acres. The subject properties contain a total of 0.618 acres, which qualifies for use of a PR-2 Overlay.

b. Per Section 15.28.020, Applicability, of the CBMC, *"at least one of the following shall be included within the development:*
    (1) A minimum of two (2) residential structures.
    (2) A minimum of one (1) residential structure that contains a minimum of three (3) dwelling units.
    (3) A minimum of one (1) mixed commercial-residential structure."

    The proposed development contains one structure with four dwelling units (townhomes) and one structure with two dwelling units (single-family attached) and therefore qualifies for use of a PR-2 Overlay.

c. The following site development standards shall apply to the proposed townhome development:
    (1) The front yard setback shall be 10 feet. No accessory structures shall be located between the front wall of the townhome and the front property line.

Note: For the purposes of this development plan, the front lot lines for Lots 9 through 12 shall be the shortest lot line which abuts Outlot A.

(2) The interior side yard setback shall be 5 feet except for where a lot line coincides with a common wall separating units.

(3) The rear yard setback shall be 20 feet.

(4) Accessory structures, decks, porches, awnings, or other similar features, shall be no closer than five (5) feet to any property line.

(5) The maximum lot coverage shall be 60 percent for each individual lot.

(6) Maximum height shall comply with R-3 District standards, per Section 15.10.050 of the CBMC (Zoning Ordinance).

d. All utilities shall be installed underground. Any cost to remove, relocate, modify, and/or extend utilities to this site shall be at the sole cost of the developer and not the City.

e. A sidewalk connection is shown east of the private drive from 1st Avenue to the shared off-street parking area. The final sidewalk design shall include curb ramps and shall be accessibly designed.

f. A homeowner's association (HOA) shall be established through the subdivision process for maintenance of utilities and easements, all greenspace and stormwater detention areas, building architecture, and private road and shared off-street parking maintenance.

2. Off-Street Parking

a. Per Section 15.23.060, Parking Spaces Required, of the Council Bluffs Municipal Code (Zoning Ordinance) the required number of off-street parking spaces for townhomes and single-family attached dwellings is 2 spaces per dwelling unit. The six-proposed dwelling units would require a total of twelve (12) off-street parking spaces. The submitted floor plan shows a one-car attached garage for each unit. The townhomes on Lots 9 through 12 show a paved 14' x 20' driveway off the alley to the rear-loaded garages, providing one (1) additional off-street parking space per unit. Additionally, the proposed subdivision includes a private, shared off-street parking area which includes eleven (11) off-street parking stalls, including one (1) ADA parking space. Furthermore, the development's location in the downtown setting, walkability, and close proximity to multiple Metro bus stops, provide convenient access to multiple alternative modes of transportation.

b. All driveways shall be hard surfaced paved and designed to meet all applicable City standards.

3. Architecture

a. The submitted elevations (included as Attachment 'D') show smooth hardboard siding as the primary front façade material with 8 inch lap siding and stone veneer utilized as accent materials. The front façade is further characterized by slanted roof lines, wall offsets, and first and second story windows. The proposed side elevations are comprised of a two-foot stone veneer base, 8-inch lap siding on the first level and smooth hardboard siding on the 2nd floor. One first floor window and two second-story windows are shown on both side elevations. Exterior paint colors were not identified with the submitted application. The proposed architectural plans are generally acceptable in design and layout and shall be adopted as submitted.

b. If any wall or ground equipment, including air conditioning units, are visible from adjacent public right-of-way, excluding alleys, they shall be screened from view using architectural features, fencing, masonry wall, landscaping, or a combination thereof.

c. The dumpster for Phases 1 and 2 of the Baldwin Court development was completed as part of Phase 1 and is screened in accordance with the adopted Phase 1 development plan (Case #PR-23-003). If at any point in the future, additional trash receptacles are installed within the development that are visible from a public right-of-way, they shall be enclosed on three sides

with a masonry, wood, or vinyl fence and have a lockable gate that when closed completely eliminates view of the dumpster(s).

d. The proposed plans do not include any fencing. Any future fencing on the property shall conform to the standards listed in Section 15.24.040, *Fence Regulations*, of the CBMC (Zoning Ordinance).

e. All site lighting shall comply with the standards in Section 15.24.050, Lighting Controls, of the Council Bluffs Municipal Code (Zoning Ordinance). Light pole materials shall be painted or finished aluminum or steel. Light poles shall not exceed 25 feet in height, as measured from finished grade to the top of the light fixture/pole.

f. Minor modifications shall be approved administratively by the Community Development Director or their designee.

4. Landscaping

a. The submitted landscaping plan, included as Attachment 'E,' shows the following landscape plantings:
   (1) Tree plantings.
      i. Lots 7 and 8: One ornamental street tree per lot planted in the right-of-way
      ii. Lots 9 through 12: One ornamental tree planted in front yard
   (2) Foundation plantings (Front Façade).
      i. Lots 7, 8 and 9: Five (5) shrubs and five (5) perennial
      ii. Lot 10 and 11: Four (4) shrubs and ten (10) perennials
      iii. Lot 12: Four (4) shrubs and five (5) perennials

b. The Community Development Department recommends the proposed landscape plan be accepted as proposed with the following conditions:
   (1) Street tree species and spacing shall comply with the Council Bluffs Street Tree Guide, included as Attachment 'F.'
   (2) Landscape beds shall include a ground cover material (mulch and/or river rock). Landscape beds void of plantings shall not be allowed.
   (3) The centrally located parking lot peninsula does not identify a ground cover material. All landscape island/peninsulas shall be seeded or sodded.
   (4) All landscaping shall be appropriately maintained and dead plant material replaced at a time appropriate to planting seasons but in all cases shall be replaced within one year.

5. Signage

a. Phase 1 of Baldwin Court included approval of a monument sign, subject to requirements of Section 15.33.160(C), P-R/Planned Residential District Sign Regulations, of the Municipal Code (Zoning Ordinance). No additional detached signs shall be allowed.

Recommendation

The Community Development Department recommends the following:

A. Final plat approval of a seven-lot minor subdivision to be known as Baldwin Court Phase 2, legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments above and the conditions below:
   1. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless and extension has been requested and granted by the Community Development Director.

2. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
3. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
4. All utilities shall be installed underground. Any costs to construct, remove, and/or relocate any utilities shall be the responsibility of the applicant and/or developer, not the City.
5. In the event that the dwelling placement on proposed Lot 13 interferes with existing utility infrastructure and associated easements, the applicant shall complete one of the following options prior to execution of the final plat:
    a. Modify the house design so that no portion of the structure encroaches into the easement area;
    b. Relocate the existing utility line(s) and work to remove the easement; or
    c. Modify the existing easement area so that no portion is on proposed Lot 13.
6. All development within the proposed subdivision shall comply with the development standards listed in the proposed development plan for the subject property (Case #PR-25-003).
7. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility.

B. Approval of the request to append a PR-2 Overlay over property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, and adopt the associated residential development plan for Baldwin Court Phase 2, subject to the comments stated above and the following condition:

1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director or their designee.

Public Hearing

Staff speakers for the request:
1. Haley Weber, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51501

Speakers in favor:
1. Blake Johnson, Habitat for Humanity of Council Bluffs, 20396 Honeysuckle Road, Council Bluffs, IA 51503

Speakers against: None

The City Planning Commission recommended:

A. Final plat approval of a seven-lot minor subdivision to be known as Baldwin Court Phase 2, legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments above and the conditions below:
    1. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless and extension has been requested and granted by the Community Development Director.

2. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
3. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
4. All utilities shall be installed underground. Any costs to construct, remove, and/or relocate any utilities shall be the responsibility of the applicant and/or developer, not the City.
5. In the event that the dwelling placement on proposed Lot 13 interferes with existing utility infrastructure and associated easements, the applicant shall complete one of the following options prior to execution of the final plat:
    a. Modify the house design so that no portion of the structure encroaches into the easement area;
    b. Relocate the existing utility line(s) and work to remove the easement; or
    c. Modify the existing easement area so that no portion is on proposed Lot 13.
6. All development within the proposed subdivision shall comply with the development standards listed in the proposed development plan for the subject property (Case #PR-25-003).
7. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility.

B. Approval of the request to append a PR-2 Overlay onto property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated planned residential development plan for Baldwin Court Phase 2, subject to the comments stated above and the following conditions:

1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director or their designee.

VOTE: AYE – Behrens, Dew, Epley, Hutcheson, Knauss, Rater, Rew, Stroebele, and Watson. NAY – None. ABSTAIN – None. ABSENT – VanHouten. VACANT - One Motion: Carried.

Attachments

- Attachment A – Location/zoning Map
- Attachment B – Baldwin Court Phase 2 Final Plat
- Attachment C – Floor Plans
- Attachment D – Elevations
- Attachment E – Landscaping Plan
- Attachment F – Council Bluffs Street Tree Guide

Prepared by: Haley Weber, Planner, Community Development Department

ATTACHMENT A

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #SUB-25-008 AND #PR-25-003 LOCATION/ZONING MAP

Legend

Subject Property - Baldwin Court Phase 2

0 30 60

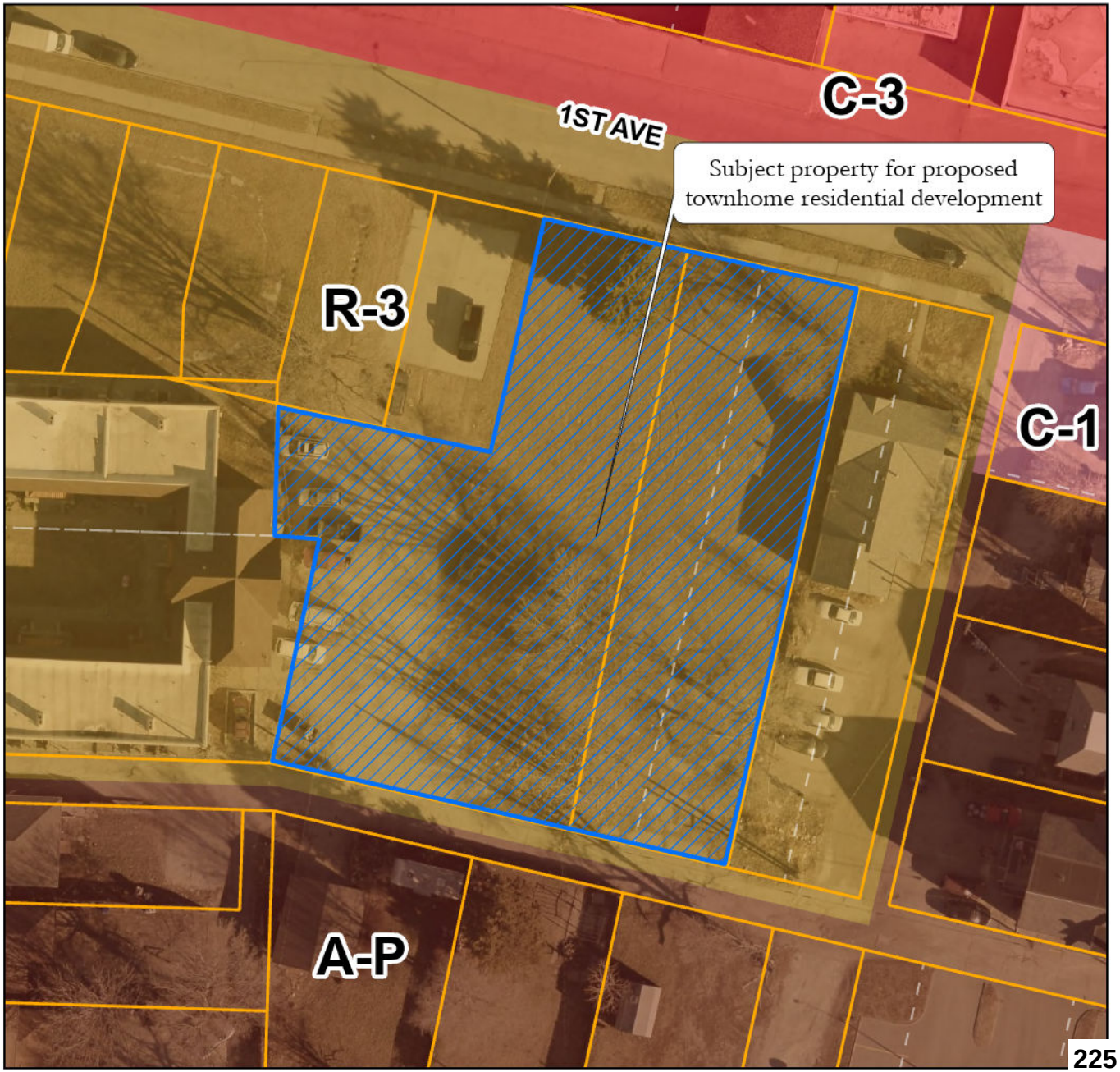
1 inch = 51 feet



Last Amended: 7/21/2025

Council Bluffs Community Development Department
209 Pearl Street
Council Bluffs, IA 51503
Telephone: (712) 890-5350

DISCLAIMER
This map is prepared and compiled from City documents, plans and other public records data. Users of this map are hereby notified that the City expressly denies any and all responsibilities for errors, if any, in the information contained on this map of the misuse of the same by the user or anyone else. The user should verify the accuracy of information/data contained on this map before using it. The City assumes no legal responsibility for the information contained on this map.



ATTACHMENT B

RECORDER'S INDEX
LOT: 7, 12, 13
BLOCK: 2, 11
SUBDIVISION: BALDWIN COURT
SUBDIVISION, BAYLISS 1ST ADDITION
CITY: COUNCIL BLUFFS
COUNTY: POTTAWATTAMIE
PROPRIETOR: POTTAWATTAMIE DEVELOPMENT CORP.
REQUESTED BY: HABITAT FOR HUMANITY OF C.B.
DATE OF FIELD SURVEY: MAY 20, 2025

OWNER/DEVELOPER:
HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET
COUNCIL BLUFFS, IOWA 51503

PREPARED BY: DAVID E. FORSYTHE, P.L.S., HGM ASSOCIATES INC., P.O. BOX 919, COUNCIL BLUFFS, IOWA 51502 (712)323-0530

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH DATE

ATTESTED TO BY:

CITY CLERK: JODI QUAKENBUSH DATE

COMMUNITY DEVELOPMENT DIRECTOR: COURTNEY HARTER DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN BALDWIN COURT SUBDIVISION, IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

TREASURER OF POTTAWATTAMIE COUNTY, IOWA: LEA A. VOSS DATE

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT HABITAT FOR HUMANITY OF COUNCIL BLUFFS, BEING THE SOLE OWNER OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED AS LOTS 8 THROUGH 13 AND OUTLOT "A" INCLUSIVELY. SAID PROPERTY TO BE KNOWN AS BALDWIN COURT PHASE 2.

AS PART OF THIS PLATTING, HABITAT FOR HUMANITY OF COUNCIL BLUFFS DOES HEREBY DEDICATE TO THE HOMEOWNER'S ASSOCIATION OF BALDWIN COURT AND BALDWIN COURT PHASE 2 OUTLOT A, AND A 10.00 FEET WIDE PERPETUAL UTILITY EASEMENT ACROSS THE NORTH SIDE AND SOUTH SIDE OF LOT 8 THROUGH LOT 13 AND OUTLOT A, A 5.00 FOOT EASEMENT ALONG THE WEST LIDE OF OUTLOT "A", AND THE EAST SIDE OF OUTLOT "A" AND LOTS 9 AND 13 (SEE SHEET 3 OF 3).

THE DEDICATION OF THESE EASEMENTS SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

A. EASEMENT RUNS WITH THE LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON GRANTOR AND ON GRANTOR'S SUCCESSORS AND ASSIGNS.
B. ERECTION OF STRUCTURES PROHIBITED: GRANTORS SHALL NOT ERECT ANY STRUCTURE OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER, PROVIDED HOWEVER GRANTOR SHALL HAVE THE RIGHT TO PLACE AND MAINTAIN A SURFACED ROADWAY OVER AND WITHIN THE EASEMENT AREA.
C. CHANGES OF GRADE: GRANTOR SHALL NOT CHANGE THE GRADE, ELEVATION, OR THE CONTOUR OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
D. RIGHT OF ACCESS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHTS OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA HEREIN DESCRIBED.
E. REMOVAL AND REPLACEMENT: THE COST AND REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY THE GRANTOR OR THEIR SUCCESSORS OR ASSIGNS.
F. SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED ONLY TO GRADING AND SEEDING AND REPLACEMENT OF GRANTORS SURFACED ROADWAY.
G. DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, YARD, OR OTHER IMPROVEMENT OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO GRANTOR.

WE HEREBY CERTIFY THAT WE WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES. WE HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUSLY WITH THE FILING OF THE FINAL PLAT,

A. PRIVATE RESTRICTIONS AND/OR COVENANTS WILL BE RECORDED WITH THIS FINAL PLAT.
B. CERTIFIED RESOLUTION OF EACH GOVERNING BODY APPROVING THE SUBDIVISION OR WAIVING THE RIGHT TO REVIEW.

BALDWIN COURT PHASE 2

BEING A REPLAT OF ALL OF LOT 7 ALL IN BALDWIN COURT, A PORTION OF LOT 13 IN BAYLISS 1ST ADDITION, AND A PORTION OF LOT 4 IN BAYLISS ADDITION ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A REPLAT OF ALL OF LOT 7 ALL IN BALDWIN COURT, A PORTION OF LOT 13 IN BAYLISS 1ST ADDITION, AND A PORTION OF LOT 4 IN BAYLISS ADDITON ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED ASS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 1ST AVENUE;

THENCE ON SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 78 DEGREES 06 MINUTES 42 SECONDS EAST, 106.60 FEET;

THENCE SOUTH 11 DEGREES 38 MINUTES 26 SECONDS WEST, 192.74 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 16 FEET WIDE ALLEY;

THENCE ON SAID NORTH LINE, NORTH 78 DEGREES 05 MINUTES 59 SECONDS WEST, 155.29 FEET TO THE SOUTHWEST CORNER OF LOT 7 IN SAID BALDWIN COURT;

THENCE ON THE WEST LINE OF SAID LOT 7 THE FOLLOWING FIVE COURSES;
1) NORTH 11 DEGREES 29 MINUTES 55 SECONDS EAST, 75.00 FEET;
2) NORTH 88 DEGREES 31 MINUTES 15 SECONDS WEST, 14.63 FEET;
3) NORTH 00 DEGREES 15 MINUTES 11 SECONDS EAST, 43.04 FEET;
4) SOUTH 77 DEGREES 53 MINUTES 43 SECONDS EAST, 71.44 FEET;
5) NORTH 11 DEGREES 53 MINUTES 18 SECONDS EAST, 78.46 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 26905 S.F. (0.618 ACRE), MORE OR LESS.

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF HABITAT FOR HUMANITY OF COUNCIL BLUFFS PROPERTY AS CONTAINED HEREIN ON THIS _____DAY OF_____, 2023.

BY: _____
BLAKE JOHNSON EXECUTIVE DIRECTOR

STATE OF IOWA)
) SS.
COUNTY OF POTTAWATTAMIE)

ON THIS _____ DAY OF_____, 2023, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED BLAKE JOHNSON, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS THE EXECUTIVE DIRECTOR OF HABITAT FOR HUMANITY OF COUNCIL BLUFFS, THAT NO SEAL HAS BEEN PROCURED BY SAID HABITAT FOR HUMANITY OF COUNCIL BLUFFS, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF HABITAT FOR HUMANITY OF COUNCIL BLUFFS BY AUTHORITY OF THE BOARD AND SAID BLAKE JOHNSON ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID HABITAT FOR HUMANITY OF COUNCIL BLUFFS BY IT VOLUNTARILY EXECUTED.

_____ _____
NOTARY PUBLIC IN AND FOR SAID STATE MY COMMISSION EXPIRES

PROFESSIONAL LAND SURVEYOR
JEFFREY D. DIMON
29399
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JEFFREY D. DIMON DATE

LICENSE NUMBER 29399

MY LICENSE RENEWAL DATE IS DECEMBER 31, _____.

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

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hgm ASSOCIATES INC.
640 FIFTH AVENUE COUNCIL BLUFFS, IOWA
PHONE: (712) 323-0530

JDD drawn
JDD designed
JDD approved
JULY 25 date
revision

project BALDWIN COURT PHASE 2
client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503
sheet REPLAT

project no. 104725
sheet 1 OF 3

By: hgm: 104725 T:\Profiles\104725 Baldwin Court\Engineering\Dwgs\Survey

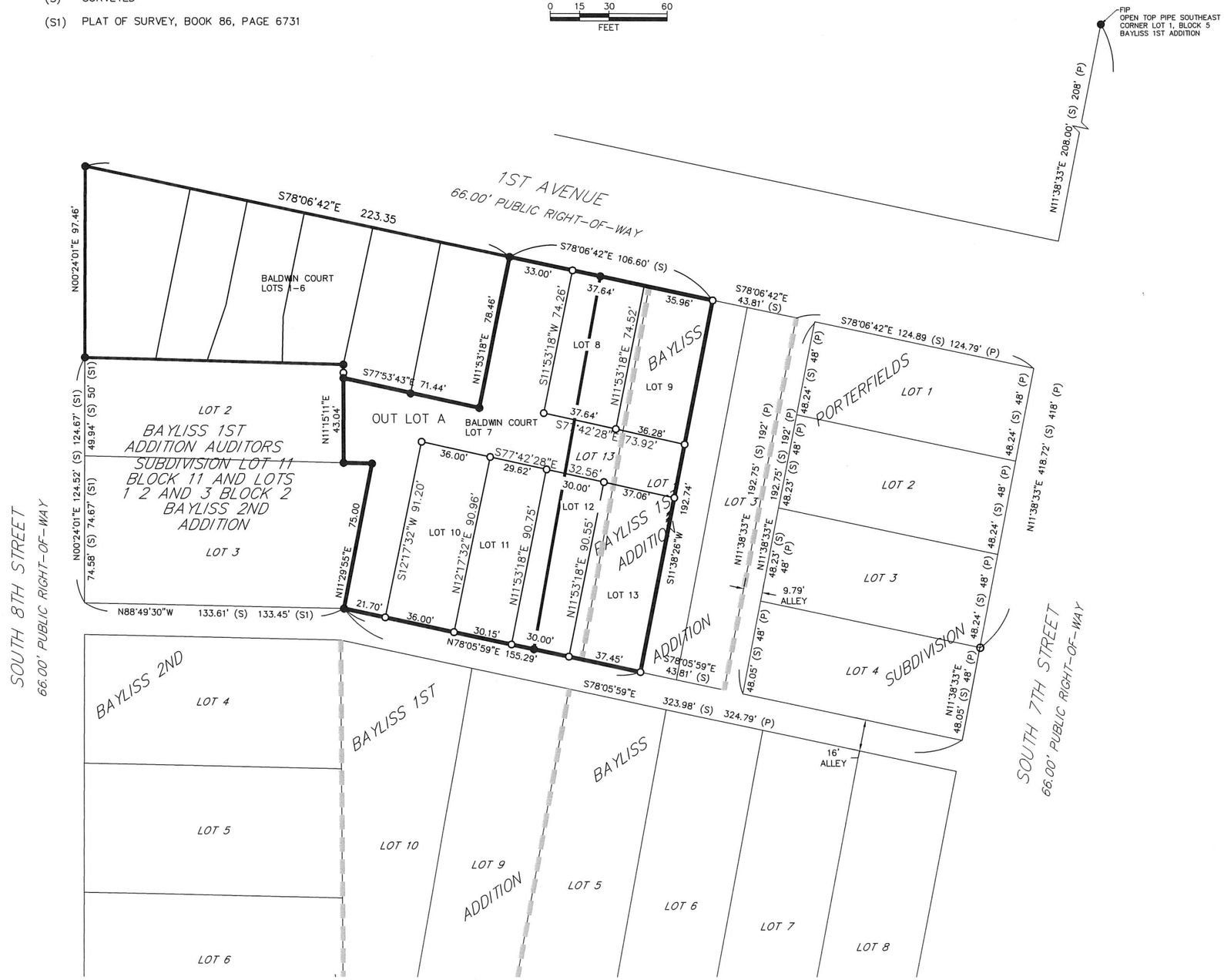
BALDWIN COURT PHASE 2

BEING A REPLAT OF ALL OF LOT 7 ALL IN BALDWIN COURT, A PORTION OF LOT 13 IN BAYLISS 1ST ADDITION, AND A PORTION OF LOT 4 IN BAYLISS ADDITION ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

LEGEND

- ● FOUND PROPERTY PIN AS NOTED
- ○ SET 5/8"x18 REBAR w/ALUMINUM CAP MARKED "HGM ASSOC. PLS 25604"
- (P) PLATTED
- (S) SURVEYED
- (S1) PLAT OF SURVEY, BOOK 86, PAGE 6731

0 15 30 60
FEET



AREA SUMMARY		
LOT	AREA (S.F.)	AREA (AC)
8	2800.028	0.064
9	2696.282	0.062
10	3278.883	0.075
11	2709.789	0.062
12	2719.512	0.062
13	3368.378	0.077
TOTAL	17572.87	0.403

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hgm ASSOCIATES INC.
640 FIFTH AVENUE COUNCIL BLUFFS, IOWA
PHONE: (712) 323-0530

JNS		
drawn		
DEE		
designed		
DEE		
approved		
JULY 23		
date	revision	date

project BALDWIN COURT PHASE 2

client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503

sheet **REPLAT**

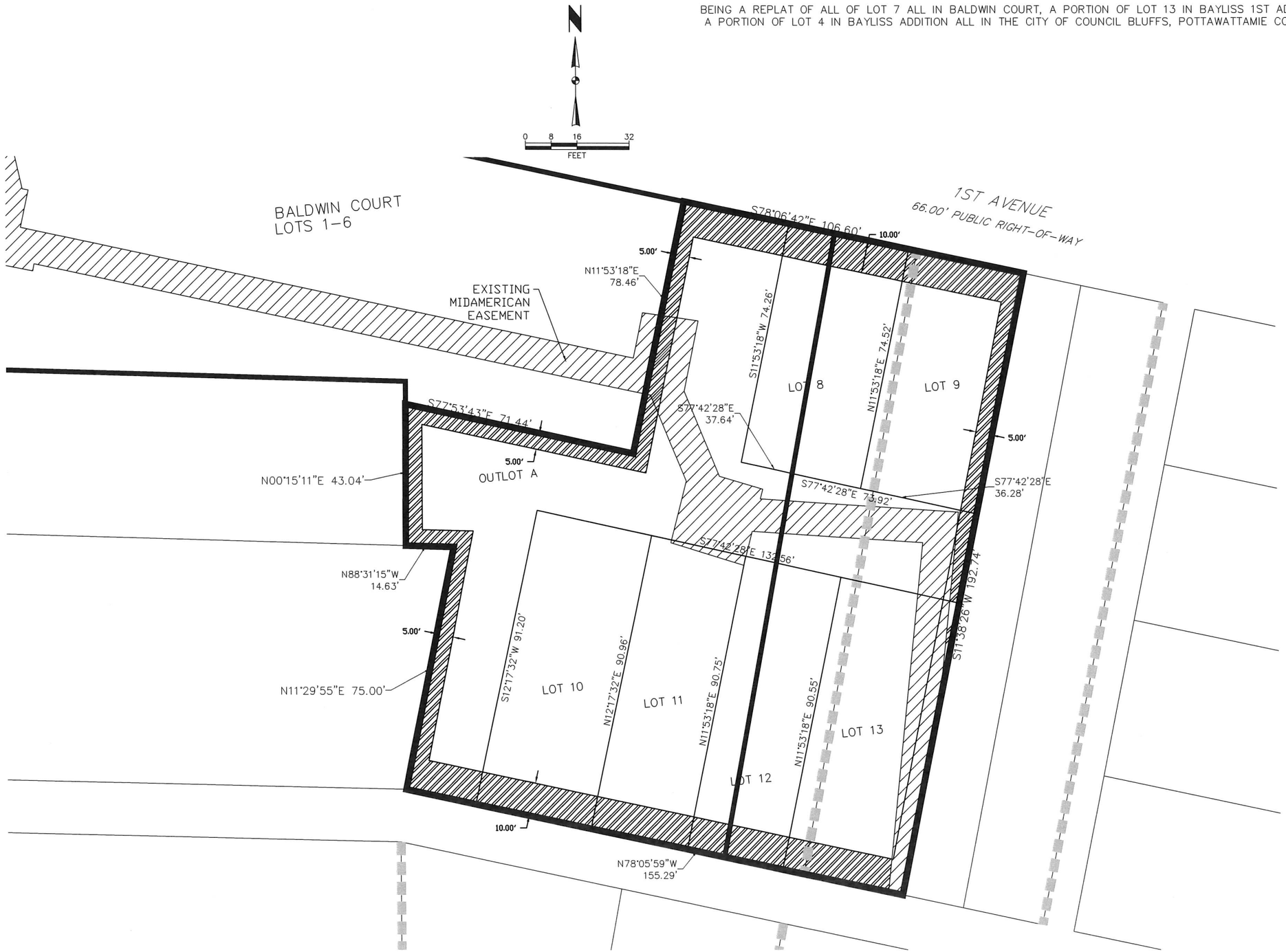
project no. 104523

sheet **2 OF 3**

fp: hgm: 104725 I:\Working\104725 Baldwin Court\Engineering\Dwgs\Survey

BALDWIN COURT PHASE 2

BEING A REPLAT OF ALL OF LOT 7 ALL IN BALDWIN COURT, A PORTION OF LOT 13 IN BAYLISS 1ST ADDITION, AND A PORTION OF LOT 4 IN BAYLISS ADDITION ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA



UTILITY EASEMENT DETAIL

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hgm ASSOCIATES INC.
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PHONE: (712) 323-0530

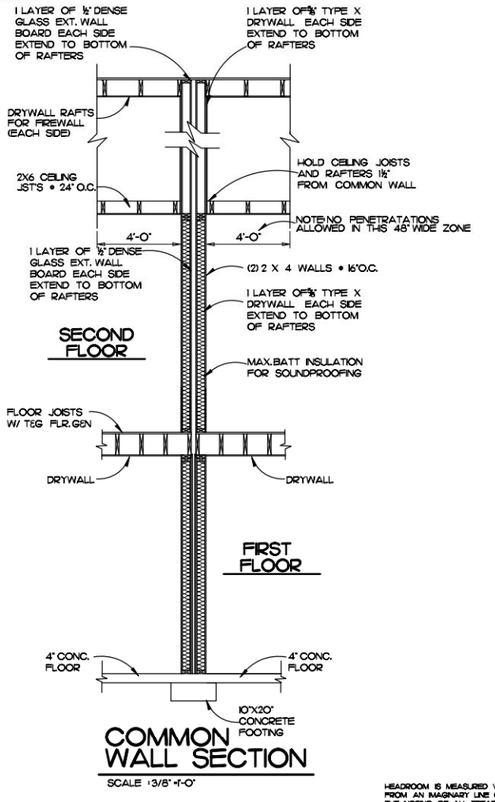
JDD drawn
JDD designed
JDD approved
JULY 25 date
revision date

project BALDWIN COURT PHASE 2
client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503
sheet REPLAT

project no. 104725
sheet 3 OF 3

fb: hgm: 104725 T:\Projects\104725 Baldwin Court\Engineering\Dwgs\Survey

ATTACHMENT C



COMMON WALL SECTION

SCALE: 3/8" = 1'-0"

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.2 AND TABLE R602.10.5

NOTE: ALL MAIN LEVEL WALLS ARE 9'-1⅛" UNLESS NOTED.

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

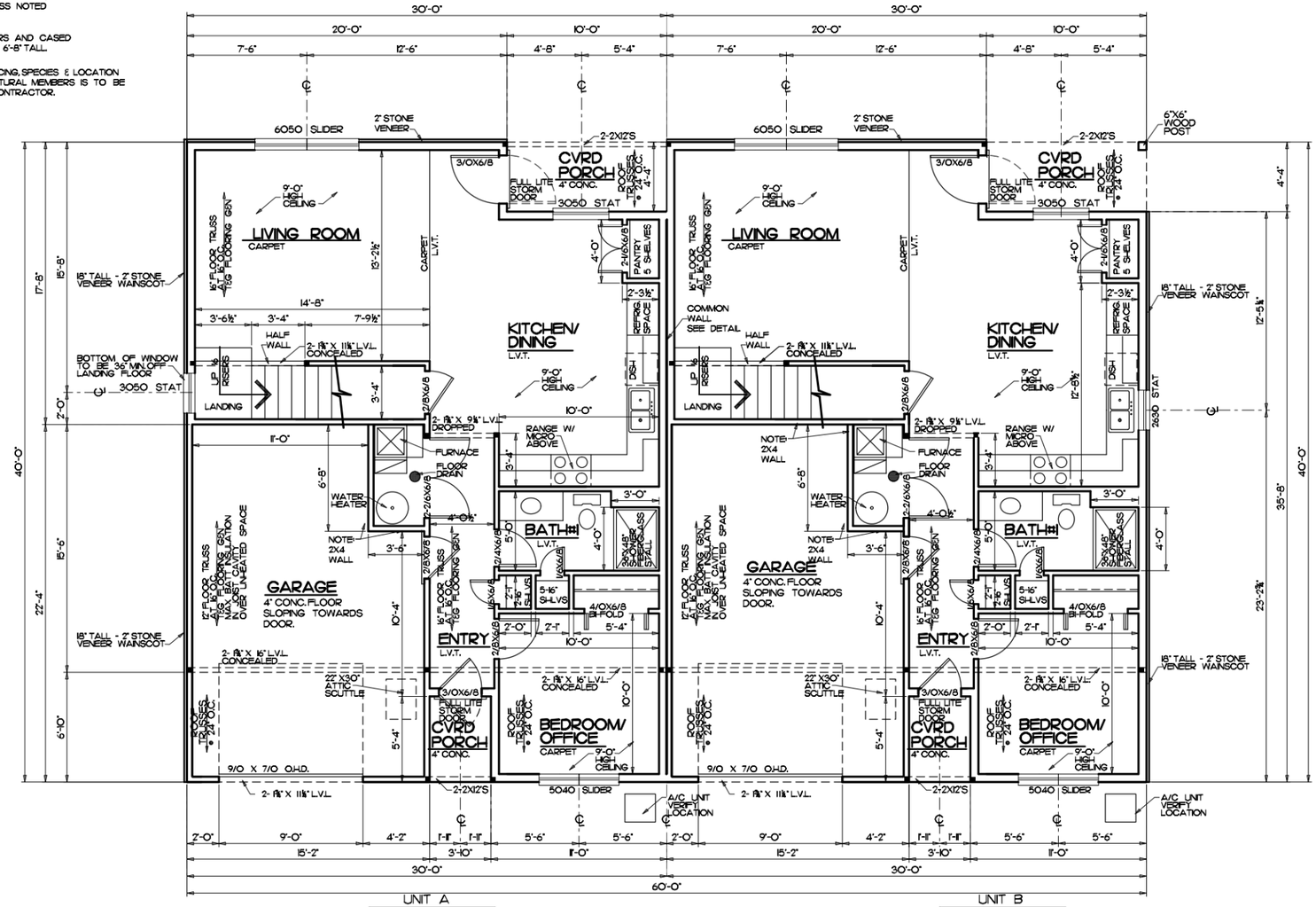
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS.

NOTE: ALL EXTERIOR WALLS ARE 6"-5½" STUD W/½" RIGID INSUL.

NOTE: ALL ANGLED WALLS ARE @ 45° UNLESS NOTED OTHERWISE

NOTE: ALL DOORS AND CASED OPENINGS ARE 6'-8" TALL.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.



UNIT A

FIRST FLOOR = 803 SQ.FT.
SECOND FLOOR = 952 SQ.FT.
TOTAL = 1755 SQ.FT.
GARAGE = 333 SQ.FT.

UNIT B

FIRST FLOOR = 803 SQ.FT.
SECOND FLOOR = 952 SQ.FT.
TOTAL = 1755 SQ.FT.
GARAGE = 333 SQ.FT.

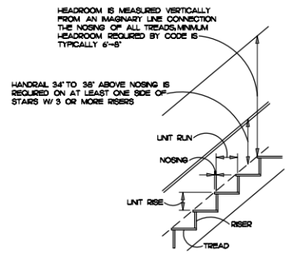
FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

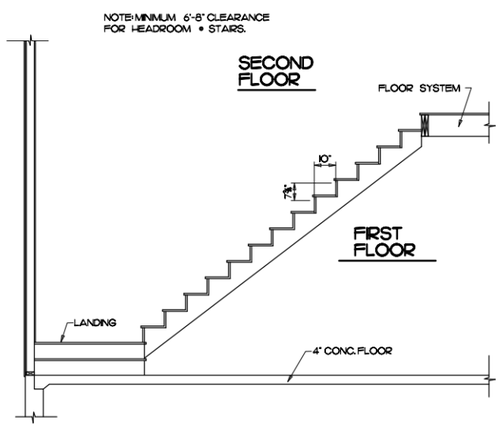
STAIRS/GUARDRAILS

MAX RISER HEIGHT = 7 3/4" — MIN TREAD DEPTH = 10"
MIN HEADROOM = 80" — MIN STAIR WIDTH = 36"

HANDRAILS ARE REQUIRED ON ONE SIDE OF STAIRWAYS OF FOUR OR MORE RISERS. HANDRAIL HEIGHT SHALL BE 34" TO 38" ABOVE THE NOSING. MIN 36" HIGH GUARDRAILS AT DECKS AND 34" HIGH AT STAIRS ARE REQUIRED AT VERTICAL DROPS OVER 30". GUARDRAIL OPENINGS SHALL NOT ALLOW THE PASSAGE OF A 4" MAX. DIAMETER SPHERE.



TYPICAL STAIR DIMENSIONS



STAIR SECTION

SCALE: 3/8" = 1'-0"

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. IT IS THE RESPONSIBILITY OF THE BUILDER TO VERIFY ALL DIMENSIONS AND CONDITIONS ON THESE PLANS FOR YOUR SPECIFIC SITE. CONSULT YOUR CONSTRUCTION MANUAL AND/OR LOCAL BUILDING OFFICIALS TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE.

1755 PLAN

COUNCIL BLUFFS HABITAT FOR HUMANITY BALDWIN COURT TOWNHOMES 2

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DESIGNS INC

TMK & Associates
Residential Design Services
402-592-6968

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.2 AND TABLE R602.10.5

NOTE: ALL SECON LEVEL WALLS ARE 8'-1⅛" UNLESS NOTED.

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

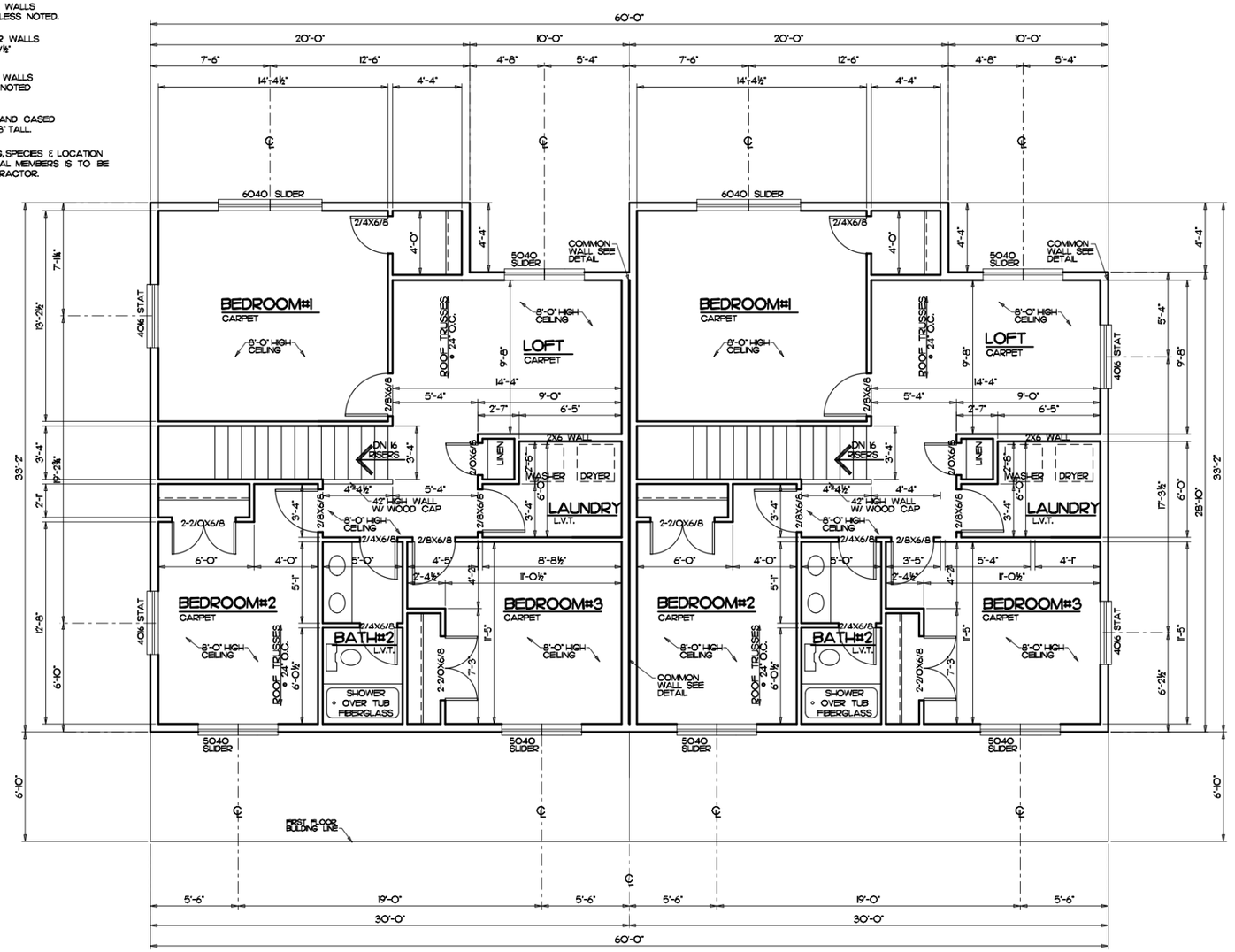
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS UNLESS NOTED.

NOTE: ALL EXTERIOR WALLS ARE 6"-5⅛" STUD W/½" RIGID INSUL.

NOTE: ALL ANGLED WALLS ARE @ 45° UNLESS NOTED OTHERWISE

NOTE: ALL DOORS AND CASED OPENINGS ARE 6'-8" TALL.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.



UNIT A
FIRST FLOOR = 952 SQ.FT.

UNIT B
FIRST FLOOR = 952 SQ.FT.

SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

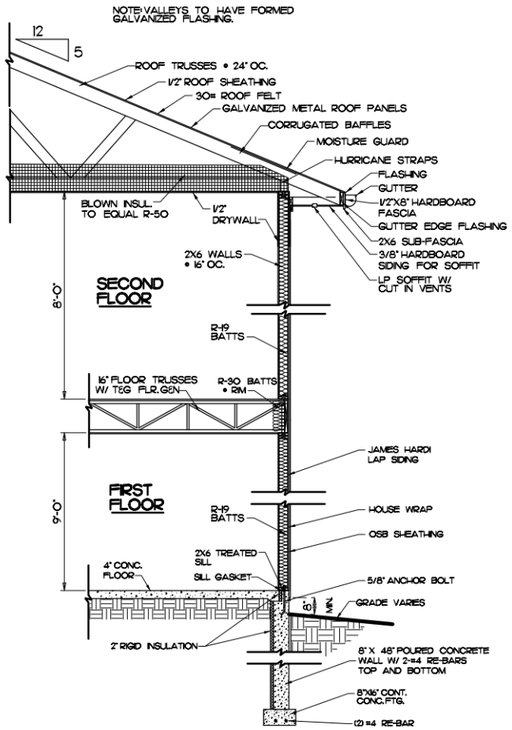
DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WARRANTY AND LIABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE/CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE

1755 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

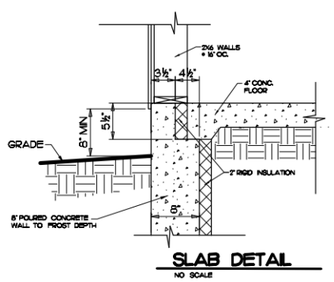
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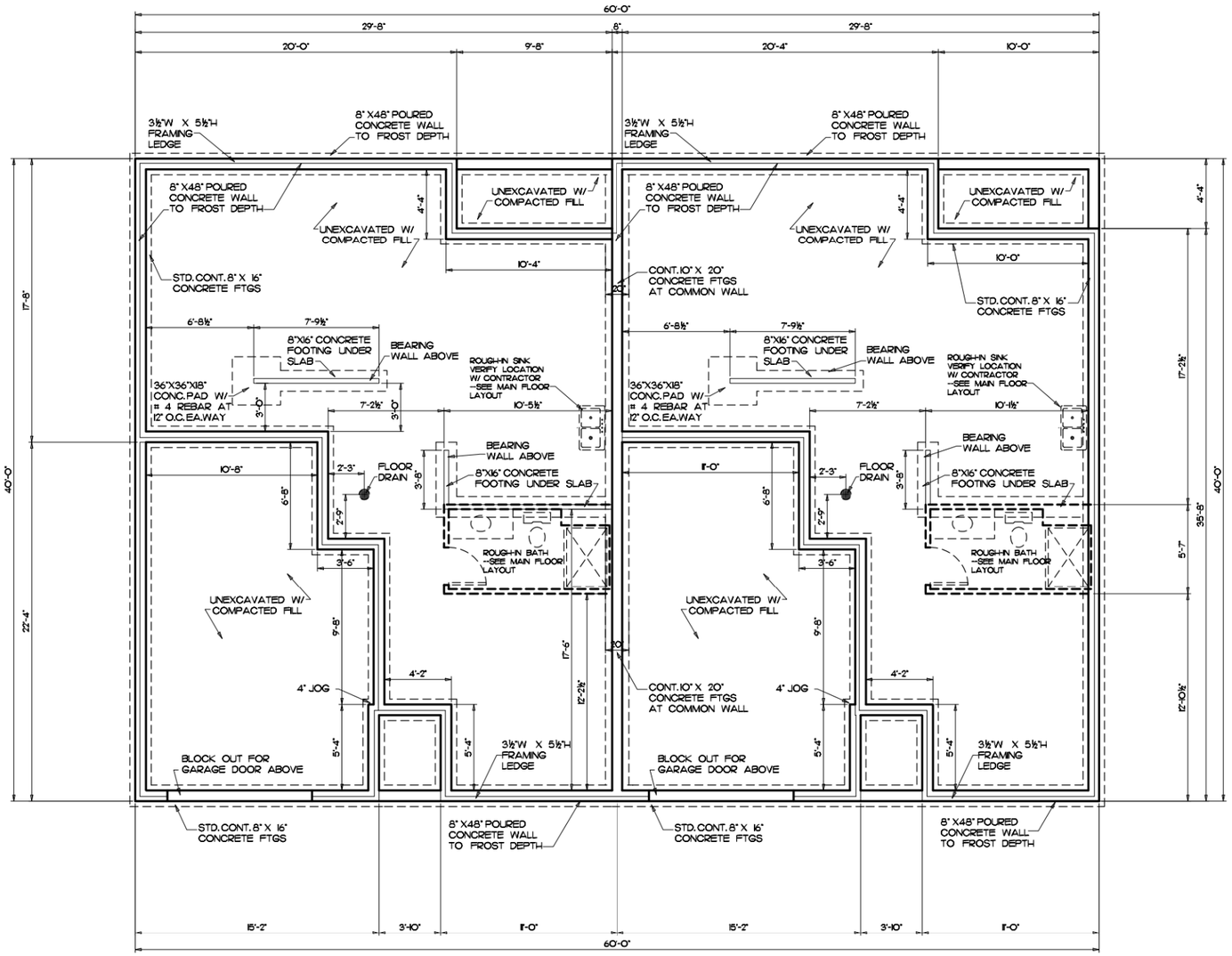
WALL SECTION

SCALE: 3/8" = 1'-0"



SLAB DETAIL

NO SCALE



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.

CUSTOM CHANGES 402-592-6968 REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. SERVICES INCLUDE THESE PLANS FOR WARRANTY PURPOSES ONLY. IT IS THE RESPONSIBILITY OF YOUR SPECIFIC SITE/CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE.

1755 PLAN

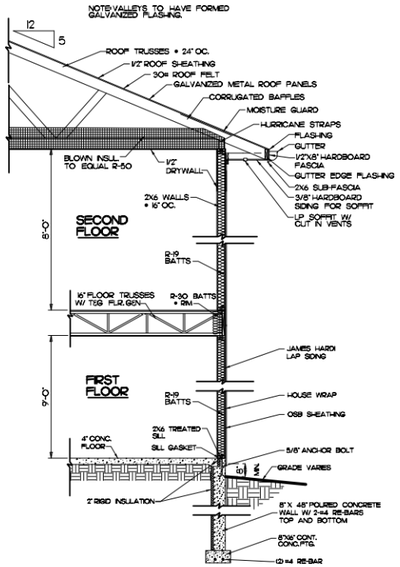
COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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Residential Design Services
402-592-6968

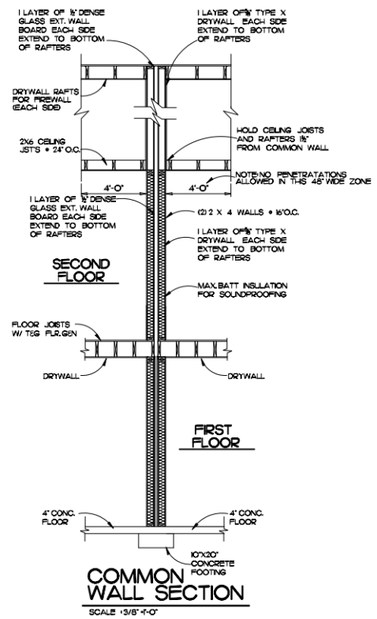
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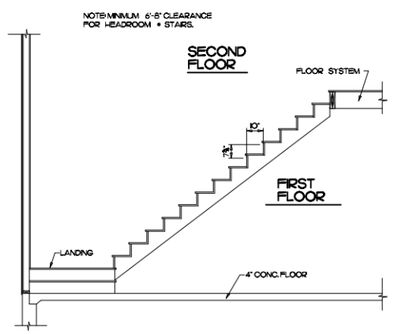
WALL SECTION

SCALE 3/4"=1'-0"



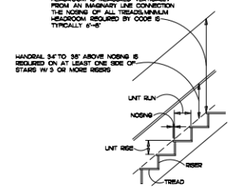
COMMON WALL SECTION

SCALE 1/8"=1'-0"



STAIR SECTION

SCALE 1/8"=1'-0"



TYPICAL STAIR DIMENSIONS

STAIRS/GUARDRAILS

MAX RISER HEIGHT = 7 3/4" MIN TREAD DEPTH = 10"
MIN HEADROOM = 80" MIN STAIR WIDTH = 36"

HANDRAILS ARE REQUIRED ON ONE SIDE OF STAIRWAYS OF FOUR OR MORE RISERS. HANDRAIL HEIGHT SHALL BE 34" TO 38" ABOVE THE NOSING. MIN. 36"-42" GUARDRAILS AT DECKS AND PORCHES AT STAIRS ARE REQUIRED AT VERTICAL DROPS EXCEEDING 4 MAXIMUM OPENINGS SHALL NOT ALLOW THE PASSAGE OF A 4" MAX DIAMETER SPHERE.

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.2 AND TABLE R602.10.5

NOTE: ALL MAIN LEVEL WALLS ARE 9'-1⅛" UNLESS NOTED.

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

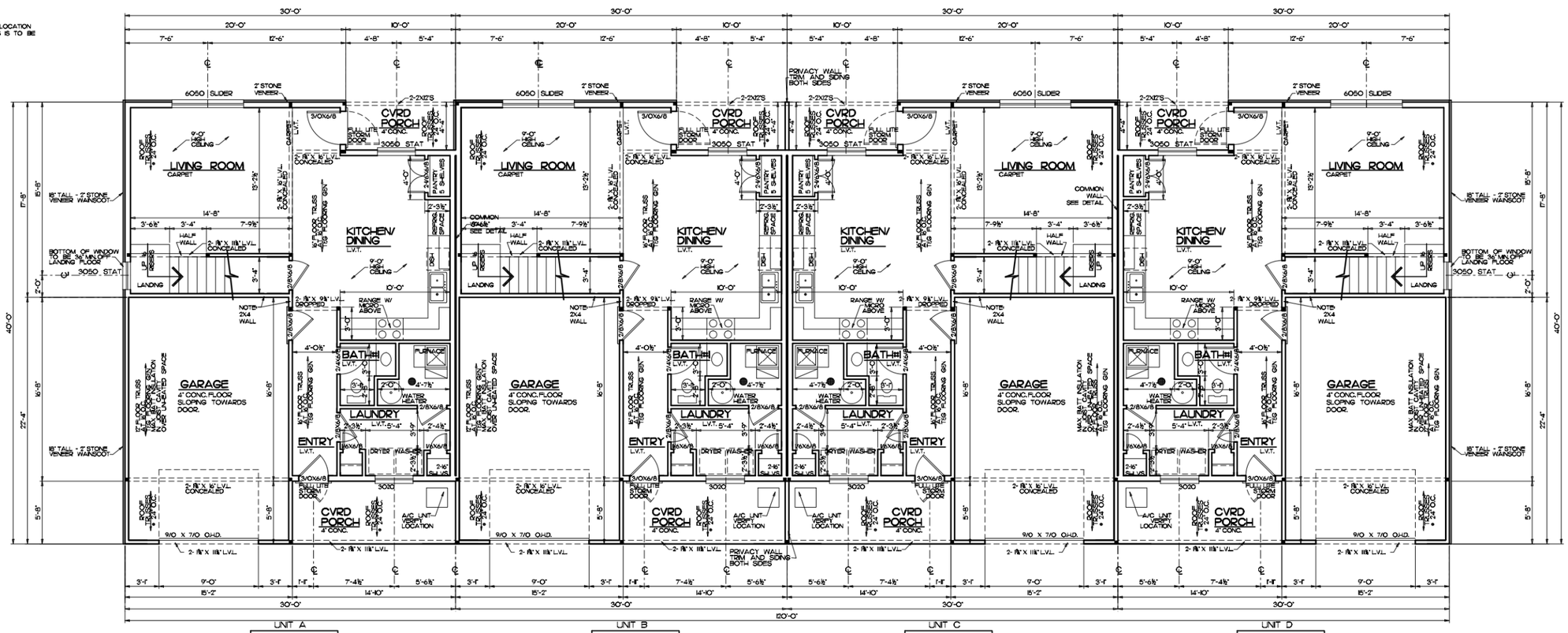
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS.

NOTE: ALL EXTERIOR WALLS ARE 6"-5⅛" STUD W/ ⅞" RIGID INSUL.

NOTE: ALL ANGLED WALLS ARE @ 45° UNLESS NOTED OTHERWISE

NOTE: ALL DOORS AND CASED OPENINGS ARE 6'-8" TALL.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.



UNIT A	UNIT B	UNIT C	UNIT D
FIRST FLOOR = 739 SQ.FT.	FIRST FLOOR = 739 SQ.FT.	FIRST FLOOR = 739 SQ.FT.	FIRST FLOOR = 739 SQ.FT.
SECOND FLOOR = 706 SQ.FT.	SECOND FLOOR = 706 SQ.FT.	SECOND FLOOR = 706 SQ.FT.	SECOND FLOOR = 706 SQ.FT.
TOTAL = 1445 SQ.FT.	TOTAL = 1445 SQ.FT.	TOTAL = 1445 SQ.FT.	TOTAL = 1445 SQ.FT.
GARAGE = 333 SQ.FT.	GARAGE = 333 SQ.FT.	GARAGE = 333 SQ.FT.	GARAGE = 333 SQ.FT.

FIRST FLOOR PLAN

SCALE 1/4"=1'-0"

ELEVATION CHANGES
402-597-6968
REVISED PLANS

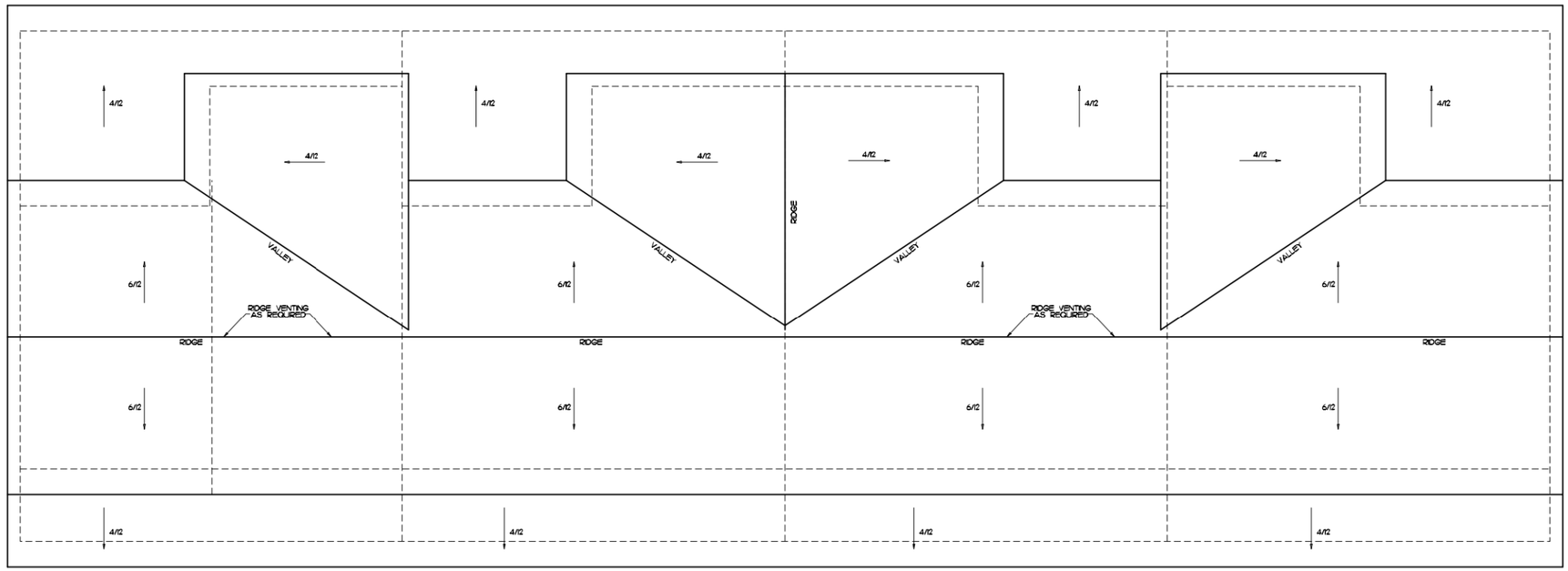
DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VERIFY ALL NOTIONS WITH LOCAL CODES. VERIFY ALL "I" JOIST, BEAM & COLUMN SIZES WITH YOUR SPECIFIC LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT THESE PLANS FOR YOUR SPECIFIC SITE

1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

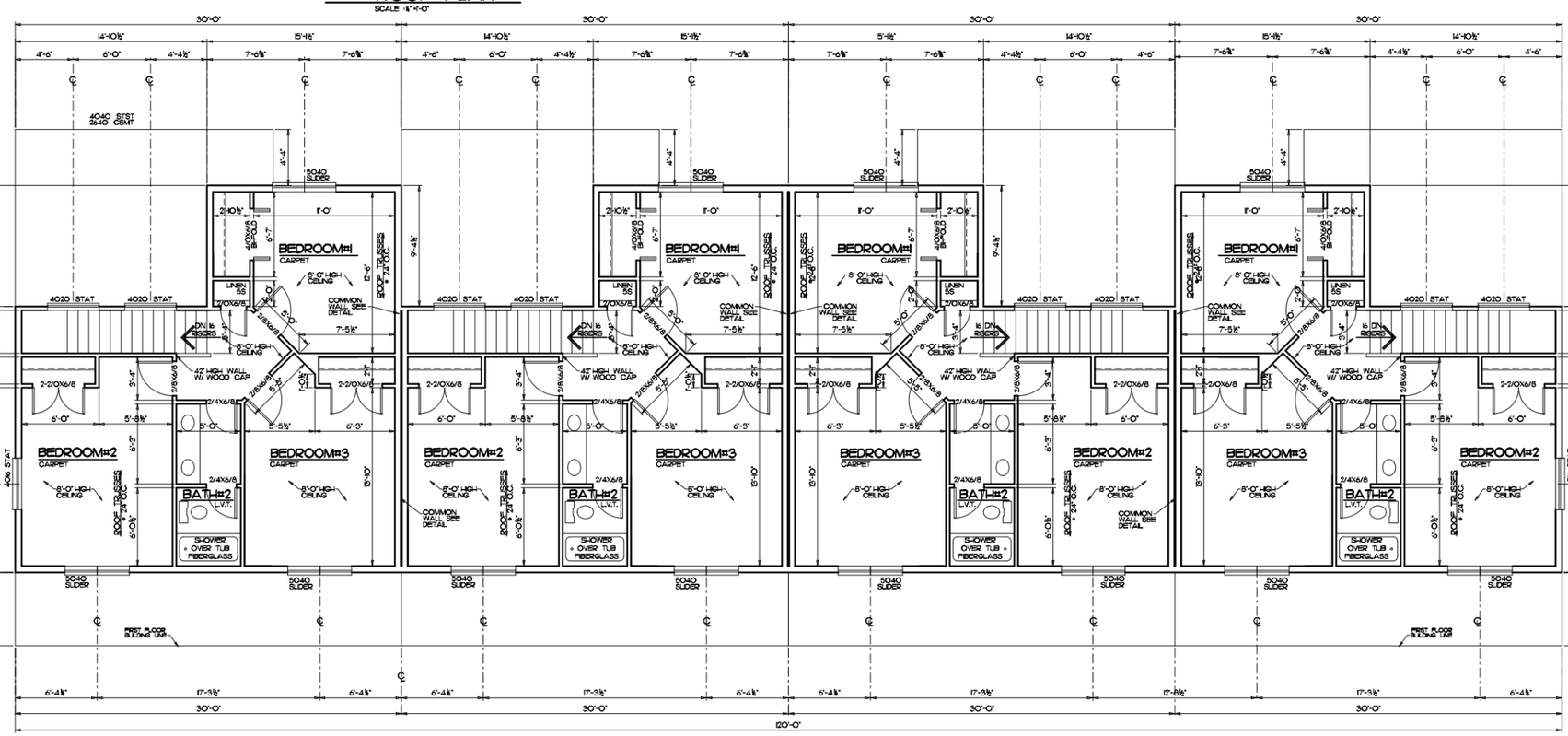
TMK & Associates
Residential Design Services
402-597-6968

DATE: 10-20-16
SCALE: 1/4"=1'-0"
SHEET: 2
OF



ROOF PLAN

SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B./SHEETING, BRACED WALL PANELS AS PER 2015 IRC R602 AND TABLE R602.10.3

NOTE: ALL SECON. LEVEL WALLS ARE 8-1⅛" UNLESS NOTED.

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

NOTE: ALL INTERIOR WALLS ARE 3½" STUDS UNLESS NOTED.

NOTE: ALL EXTERIOR WALLS ARE 6"-5½" STUD W/½" RIGID INSUL.

NOTE: ALL ANGLED WALLS ARE = 45° UNLESS NOTED OTHERWISE

NOTE: ALL DOORS AND CASED OPENINGS ARE 6'-8" TALL.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.

ELEVATION CHANGES
402-597-6968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VISITS OR OPTIONS WILL NOT BE PERFORMED OR OFFERED. CONSULT YOUR LOCAL BUILDING OFFICIALS FOR YOUR SPECIFIC SITE CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS ON THESE PLANS FOR YOUR SPECIFIC SITE.

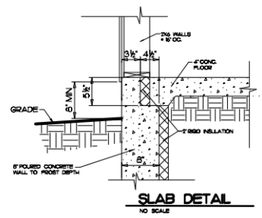
1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

© 2016

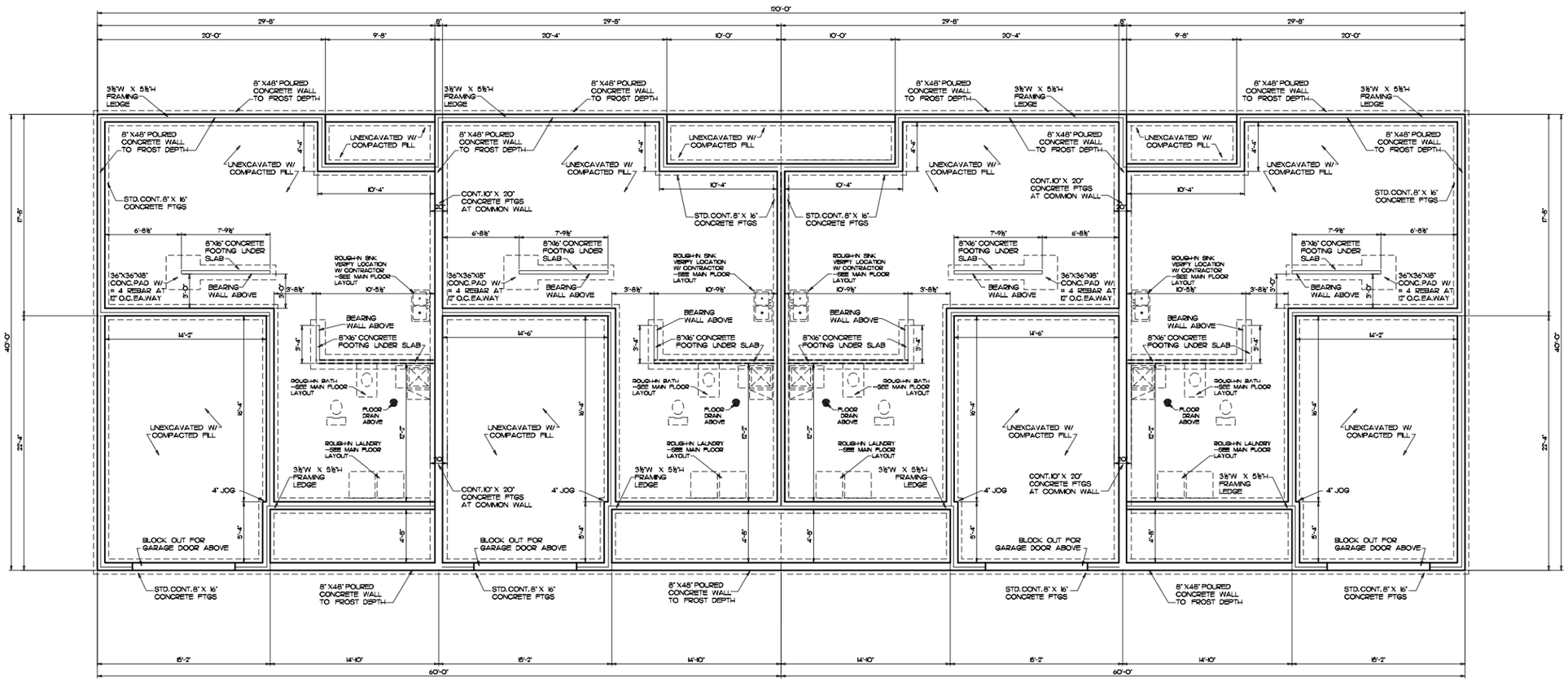
TMK & Associates
Residential Design Services
402-597-6968

OF



SLAB DETAIL

NO SCALE



FOUNDATION PLAN

SCALE 1/4" = 1'-0"

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.

ELEVATION CHANGES
402-597-0968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VISIT OUTDOOR WALL HEIGHTS AND CONDITIONS WITH YOUR BUILDING OFFICIAL TO DETERMINE YOUR SPECIFIC RESPONSIBLE TOUR CONSTRUCTION AND ENGINEERING REQUIREMENTS. YOU MUST ADHERE TO THESE PLANS FOR YOUR SPECIFIC SITE

1445 PLAN

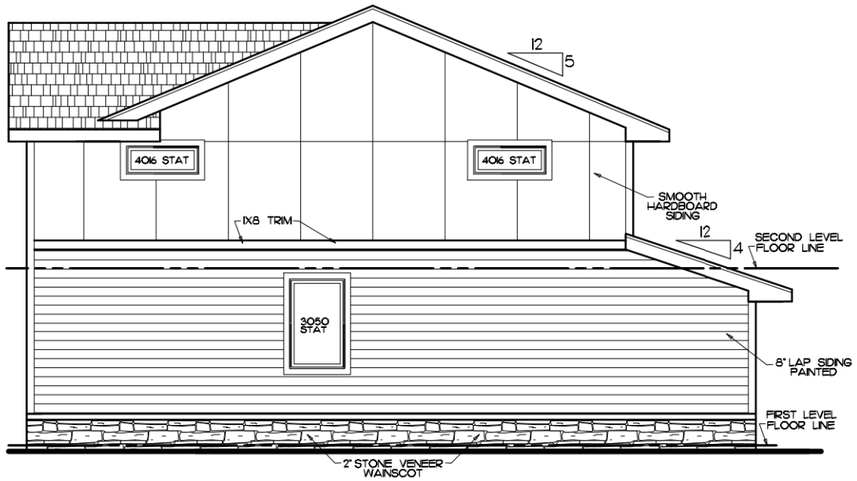
COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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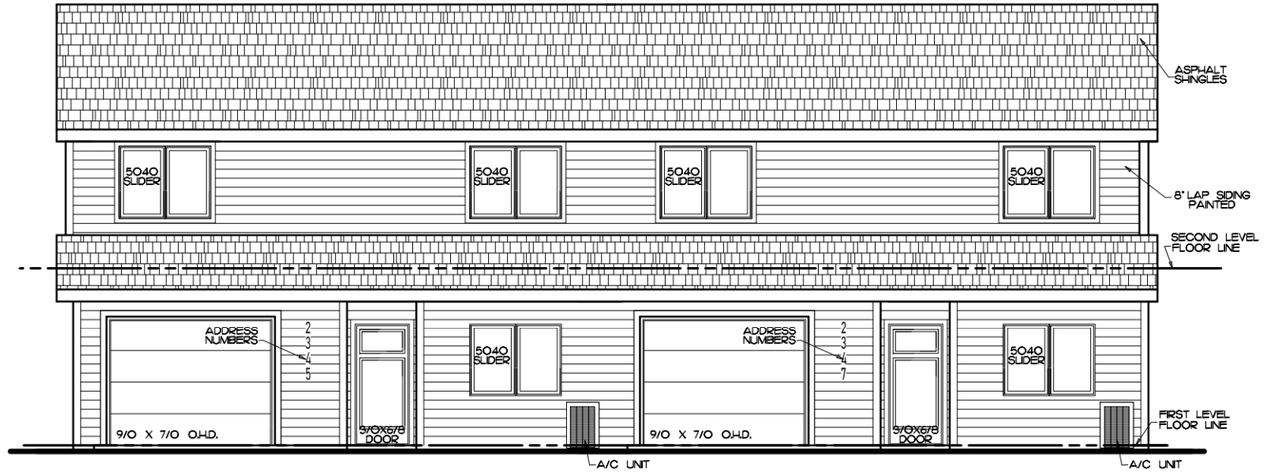
TMK & Associates
Residential Drafting Services
402-597-0968

OF

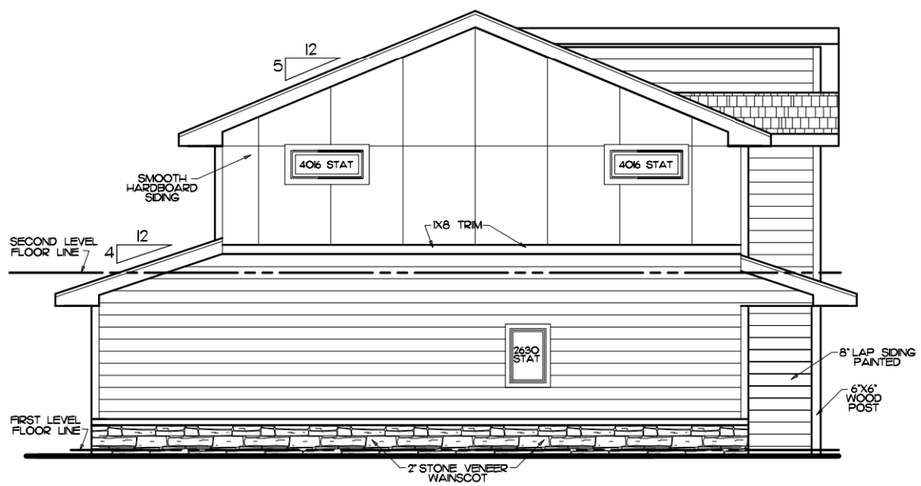
ATTACHMENT D



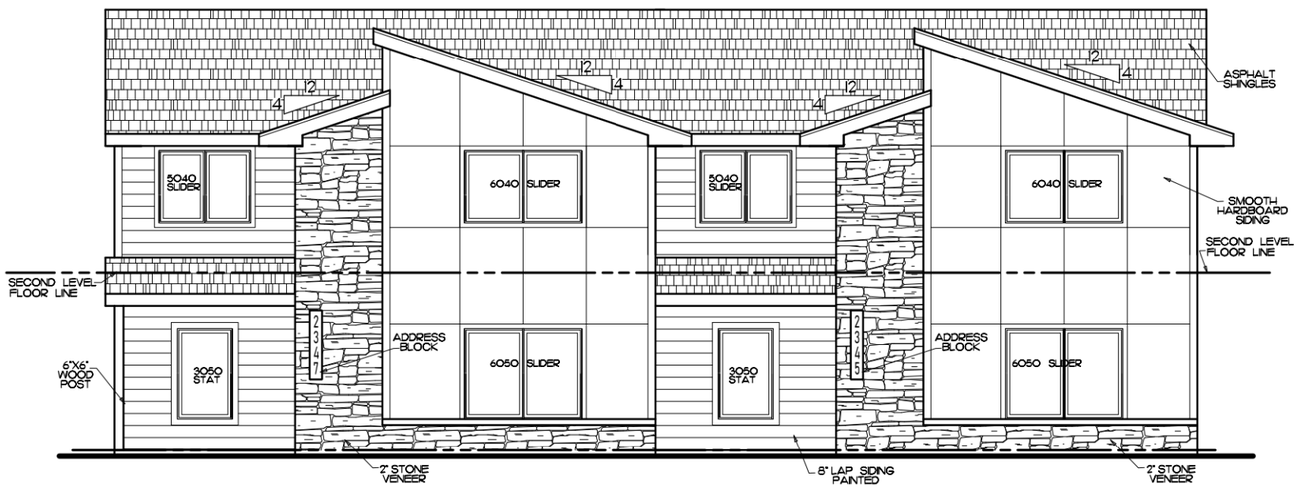
SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

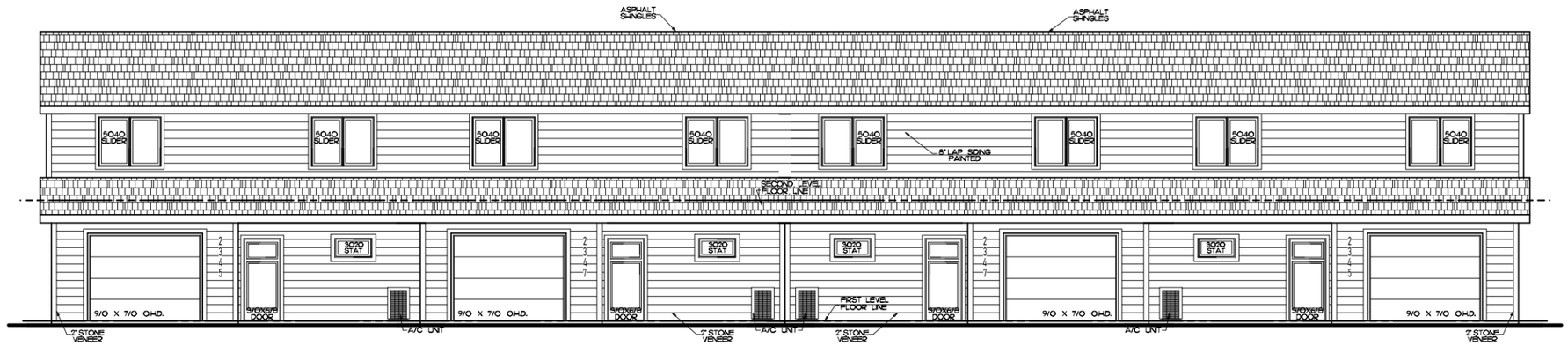
DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WARRANTIES, LIABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE

1755 PLAN

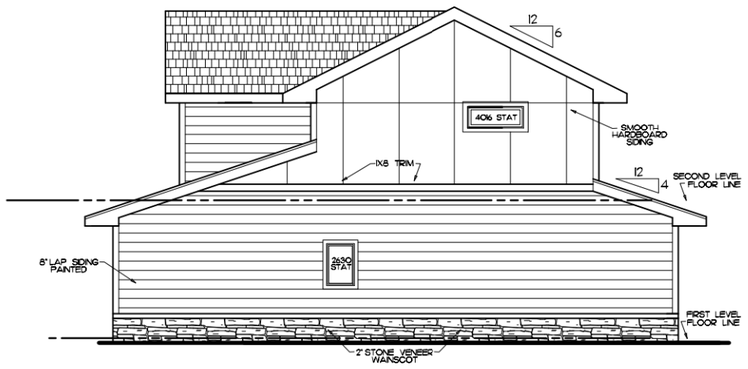
COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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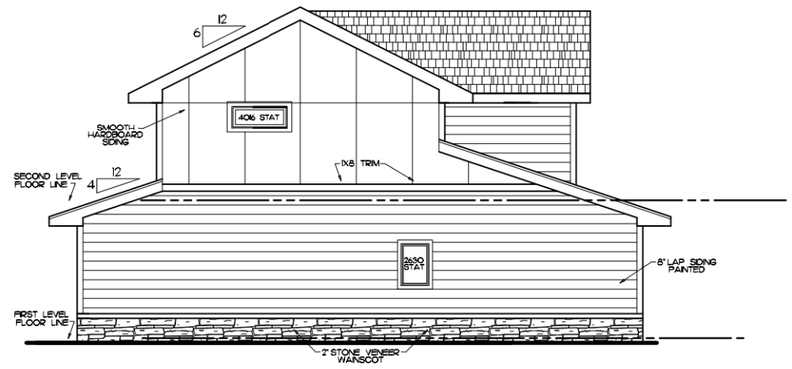
TMK & Associates
Residential Design Services
402-592-6968



REAR ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

ELEVATION CHANGES
402-597-4968
REVISED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. ALL OPTIONS MUST MEET LOCAL CODES AND WILL NOT AFFECT THE STRUCTURAL INTEGRITY OF YOUR BUILDING. SPECIFICALLY, YOUR CONTRACTOR IS RESPONSIBLE TO CONSTRUCT YOUR BUILDING ACCORDING TO THE ENGINEERED PLANS FOR YOUR SPECIFIC SITE

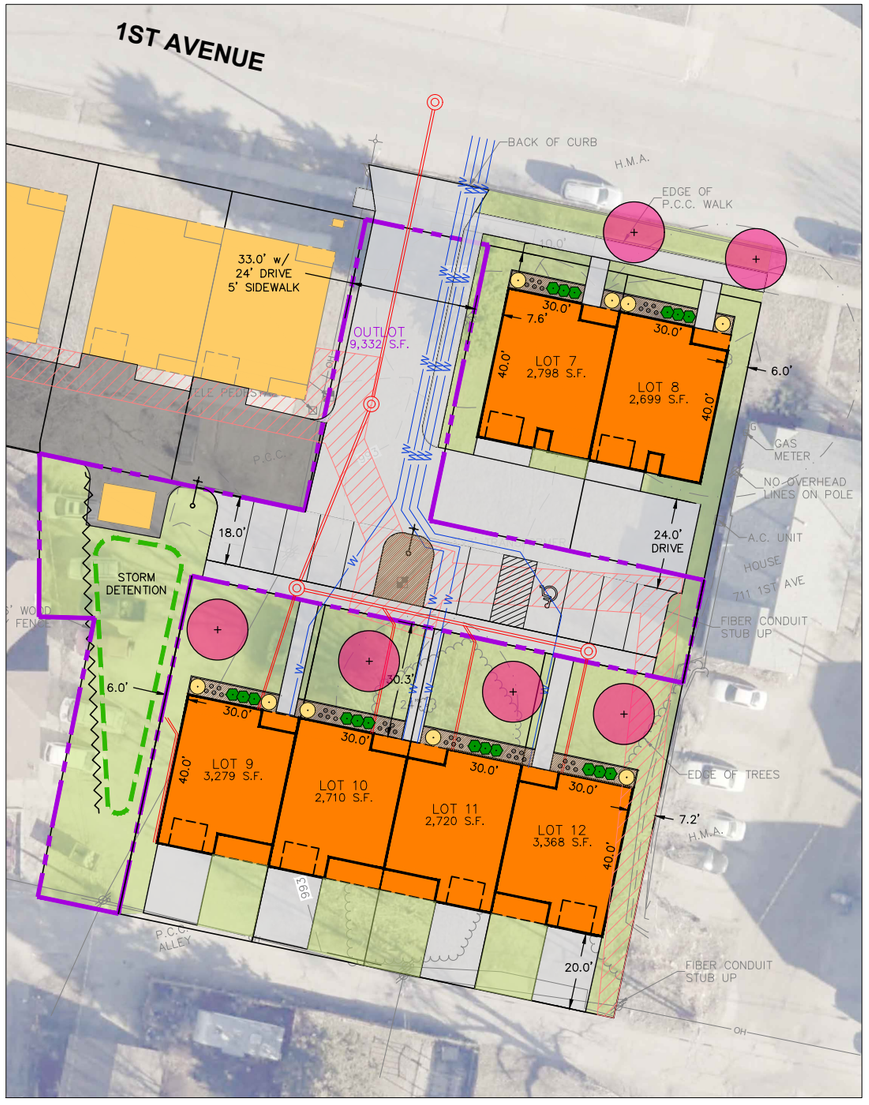
1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

Residential Design Services
402-597-4968

TMK & Associates

OF



1 LANDSCAPE PLAN

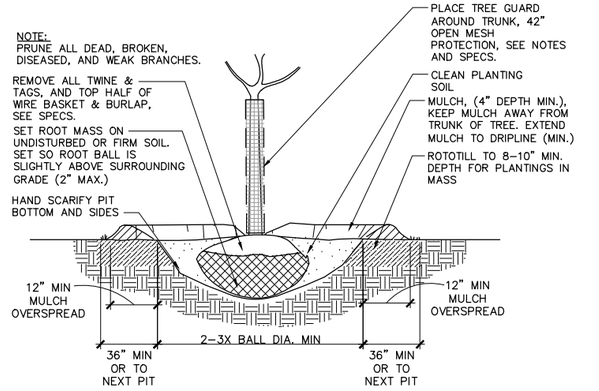
N

0 10' 20' 40'

LEGEND

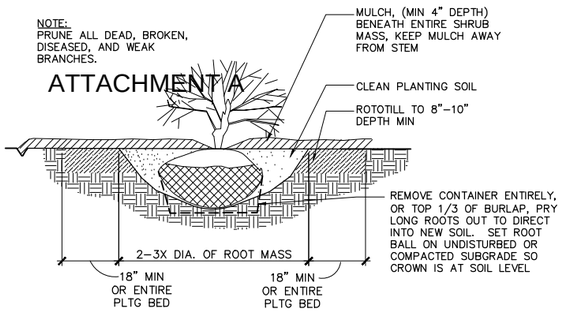
NOTE: MATCH PLANT MATERIAL OF PHASE ONE

- SHADE TREES
- ORNAMENTAL TREES
- SHRUBS
- PERENNIALS
- IRRIGATE ALL SOD & PLANTING AREAS



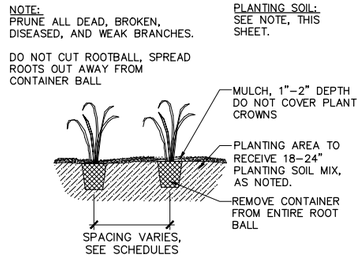
2 TREE PLANTING DETAIL

NO SCALE



3 SHRUB PLANTING DETAIL

NO SCALE



4 PERENNIAL PLANTING DETAIL

NO SCALE

PLANTING NOTES:

1. ALL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES.
2. LOCATE AND FLAG ALL UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DAMAGE TO UTILITIES OR OTHER SITE IMPROVEMENTS CAUSED BY CONTRACTOR SHALL BE REPAIRED AT NO COST TO THE OWNER.
3. ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (A.S.N.S.), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C.
4. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO THE A.S.N.S. ALL SPECIES SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
5. THE LOCATIONS OF PLANT MATERIAL IS CRITICAL AND SHALL BE INSTALLED AS INDICATED ON THE DRAWINGS. STAKE LOCATION OF PLANT MATERIALS AND OBTAIN APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. DO NOT PLANT TREES OR SHRUBS IN SWALE AREAS.
6. THE LANDSCAPE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
7. PLANTING SOIL MIX CONTINUOUS PLANTING BEDS, EXCAVATE AREAS FOR NEW PLANTING SOIL OF CLEAN LOAM TOPSOIL AND 1" COMPOST MATERIAL MIXED THOROUGHLY TO A DEPTH OF 18" MIN. THIS TO BE COMPLETED AFTER RESTORATION OF THE AREA TO REMOVE HARD PAN OR COMPACTED AREAS.
8. PROVIDE SHREDDED HARDWOOD MULCH IN ALL PLANT SAUCERS AND PLANTING BEDS TO A 4-INCH MINIMUM DEPTH. APPLY PRE-EMERGENT TO ALL PLANTING BEDS PRIOR TO MULCHING. PROVIDE BROWN-COLORED MULCH.
9. ALL EXISTING TURF AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED. SEE DRAWINGS AND SPECIFICATIONS. AREAS DISTURBED AND NOT SHOWN TO BE SODDED, SHALL BE SEEDED AND BLANKETED.
10. SODDED AREAS SHALL MATCH ELEVATION OF EXISTING TURF GRASS. CUT EXISTING TURF IN STRAIGHT LINES TO BUTT TIGHT THE EDGES OF THE NEW SOD AT SAME ELEVATION. NO OVERLAP WILL BE ACCEPTED.
11. OWNER RESERVES THE RIGHT TO SUBSTITUTE PLANT MATERIAL TYPE, SIZE, AND/OR QUANTITY.
12. FIELD ADJUSTMENTS MAY BE NECESSARY BASED UPON FIELD CONDITIONS (I.E. ROOT BALL AND DROP INLET CONFLICT). CONFIRM LOCATION OF ALL UNDERGROUND STORAGE CELLS PRIOR TO PLANTING. ALL ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
13. ALL DEMOLISHED AND/OR REMOVED ITEMS SHALL BE HAULED COMPLETELY AWAY FROM THE SITE BY THE CONTRACTOR.
14. ALUM. EDGING SHALL BE CLEANLINE, 3/16"x 5-1/2" ALUMINUM EDGING WITH STAKING (BLACK ANODIZED FINISH) AS MANUFACTURED BY PERMALOC CORPORATION OR APPROVED EQUIVALENT.

PROGRESS SET
Jul 10, 2025
NOT FOR CONSTRUCTION

hgm ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

this drawing is being made available by hgm associates inc. for use on this project in accordance with the hgm associates inc. agreement for professional services. hgm associates inc. assumes no liability for re-use of this drawing or any part thereof except in accordance with the terms of the above agreement.

	date	revision
TMM drown		
TMM designed		
ZMW approved		
JULY 2025 date		

project BALDWIN COURT - PHASE 2
1ST AVENUE AND 8TH STREET

client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503

sheet LANDSCAPE PLAN

project no. 104725

sheet 1 of 1

FILENAME: \\SRV28\Shared\Blue_Team\Projects\104725 HFH - BALDWIN COURT\Engineering\Dwgs\Design\104725 LANDSCAPE.dwg
DRAWN BY: tmm, SAVE DATE: Jul 10, 2025 11:40 AM DATE PLOTTED: 7/10/2025 12:02 PM, PLOT SCALE: 1:2

Council Bluffs Street Tree Species Guide

Last revised: June 2019

Species	Spacing	Size Category
Magnolia	10-20'	Small
Dogwood	20'	Small
Purple Plum	20'	Small
Service Berry	20'	Small
Redbud	20-25'	Small
Hawthorn (thornless)	20-25'	Small
Crabapple (all)	20-25'	Small
Lilac Tree	20-25'	Small
Black Gum	20-30'	Small-Medium
Ornamental Cherry	25-35'	Small-Medium
Birch (River or Clump)	30'	Medium
Golden Rain	35'	Medium
Hornbeam	35-40'	Medium
Japanese Pagoda	40'	Medium
Buckeye	40'	Medium
Tulip Tree	40'	Medium
Red Oak	45'	Large
Bur Oak	45'	Large
White Oak	45'	Large
Yellowwood	45'	Large
Lindens	50'	Large
Locust	50'	Large
Gingko (male)	50'	Large
Kentucky Coffee Bean	50-60'	Large
Chinquapink Oak	50-60'	Large
Swamp White Oak	50-60'	Large
Sycamore	60'	Large

Small = 20-30'
Medium = 30-45'
Large = 45' and taller

There are other varieties we can recommend, please call 712-890-5291 for more information.

Tree we do not permit on City properties include: Willows, Poplars, Pin Oak, Tree of Heaven, Persimmon, Boxelder, Mulberry, Cottonwoods, Evergreens, Russian Olive, Weeping crab, Birch (weeping or paper), Hawthorn (with thorns), Elms, Ash, select Maples - call for more information), and fruit trees.

RESOLUTION NO. 25-229

A RESOLUTION TO ADOPT A PR-2/PLANNED RESIDENTIAL DEVELOPMENT PLAN ON PROPERTY LEGALLY DESCRIBED AS BEING A REPLAT OF ALL OF LOT 7, BALDWIN COURT AND A PORTION OF LOTS 4 AND 13, BAYLISS 1ST ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA TO BE KNOWN AS "BALDWIN COURT PHASE 2".

WHEREAS, Habitat for Humanity of Council Bluffs is requesting this development plan on undeveloped land legally described above and generally located between 711 and 741 1st Avenue; and

WHEREAS, A request for PR-2/Planned Residential Development Overlay on this property is also under consideration before this Council; and

WHEREAS, The Community Development Department recommends adoption of a planned residential development plan for "Baldwin Court Phase 2", subject to the comments outlined in the attached City Council Communication and the following condition:

A. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director or their designee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA

That the PR-2/Planned Residential Development Plan on property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, is hereby approved.

ADOPTED
AND September 8, 2025.
APPROVED

_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-230
Resolution authorizing accepting the soil cleanup work at the former Reliance Battery Factory in connection with the former Reliance Battery Factory cleanup project and authorizing the Finance Department to issue a City check in the amount of $13,810.50 for retainage.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Certificate of Completion
25-230.doc

Prepared by: Dessie Redmond, Housing & Economic Development Planner
Approved by: Courtney Harter, Director of Community Development

6.E

Department: Community Development Case/Project No.: N/A	Resolution No. 25-_____	City Council: September 8, 2025

Subject/Title

Council consideration of a resolution accepting the work of D&D Construction as complete and authorizing release of retainage for the former Reliance Battery Factory cleanup project and also authorization for the Finance Department to issue a final check in the amount of $13,810.50 for retainage.

Location

813 22nd Avenue, Council Bluffs, Iowa

Background/Discussion

In April of 2025, Council voted to accept the bid from D&D Construction for former Reliance Battery Factory cleanup project.

In May of 2025, D&D Construction and subcontractors began construction on the former Reliance Battery Factory cleanup project and at the end of August, Eocene Environmental Consulting Group submitted a Certificate of Complete.

The final project financials are summarized as follows:

Total Amt. of Completed Work	$276,210.00
Pay Request #1	$48,548.80
Pay Request #2	$103,582.30
Pay Request #3	$103,998.40
Pay Request #4	$6,270.00
Total Paid	$262,399.50
Retainage Due to Contractor	$13,810.50

Staff Recommendation

The Community Development Department recommends acceptance of the work by D&D Construction in connection with the former Reliance Battery Factory cleanup project and also authorization for the Finance Department to issue a final check in the amount of $13,810.50 for retainage.

Attachments

Resolution
Certificate of Completion

August 29, 2025

City of Council Bluffs
Attn: Dessie Redmond, Housing & Economic Development Planner
209 Pearl Street
Council Bluffs, Iowa 51503

RE: Former Reliance Battery Factory Site Contaminated Soil Removal

Contractor Certificate of Completion

Ms. Redmond

Eocene hereby certifies that D&D Construction Services, Inc. has completed the work for the above-referenced project in substantial compliance with the plans and specifications. The work was satisfactorily performed and final payment is recommended.

Sincerely,

Jon Reis
Project Manager III

RESOLUTION NO. 25-230

A RESOLUTION AUTHORIZING ACCEPTING THE SOIL CLEANUP WORK AT THE FORMER RELIANCE BATTERY FACTORY IN CONNECTION WITH THE FORMER RELIANCE BATTERY FACOTRY CLEANUP PROJECT AND AUTHORIZING THE FINANCE DEPARTMENT TO ISSUE A CITY CHECK IN THE AMOUNT OF $13,810.50 FOR RETAINAGE.

WHEREAS, The City of Council Bluffs, Iowa, entered into an agreement with D&D Construction for the soil cleanup for the former Reliance Battery Factory Cleanup project; and,

WHEREAS, The contractor has completed the construction of said cleanup in accordance with the terms and conditions of their contract, plans and specifications filed with the City Clerk, along with the approved change order; and,

WHEREAS, A request for the final payment in the amount of $13,810.50 from D&D Construction has been submitted to the City Council for approval and payment; and,

WHEREAS, The final payment is due 30 days after acceptance of the work, assuming all other contract obligations have been met; and

WHEREAS, The City Council of the City of Council Bluffs has been advised and does believe that said $13,810.50 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

That said Certificate of Completion is hereby approved and adopted and the improvements are hereby accepted as having been completed in accordance with said plans and specifications.

That the Finance Department is hereby authorized and directed to issue a city check in the amount of $13,810.50 payable to D&D Construction (the contractor) after 30 days if no claims are filed and all other contract requirements have been met from budget code cost center K67500-649965-C2390.

ADOPTED
AND
APPROVED September 8, 2025

_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Parks and Recreation

Case/Project No.:

Subject/Title

Resolution 25-231
Resolution authorizing the Mayor and City Staff to fully execute and deliver the grant agreement per the terms set forth in the Iowa Department of Transportation Grant.

Background/Discussion

The City Council approved the submission of the Parks and Recreation Integrated Roadside Vegetation Management (IRVM) Plan to IDOT earlier this year. The goals of the IRVM Plan are to increase the attractiveness and aesthetic appeal of the City of Council Bluffs, decrease maintenance in areas of control, and increase the use and acceptance of native plantings in the right-of-way. IRVM incorporates the management of vegetation in road and trail right of way properties to improve safety, wildlife habitat, and water quality.

IDOT has approved the IRVM Plan and awarded the City of Council Bluffs grant funding for the purchase of a hydroseeder. The grant will pay 80% ($23,836) of the $29,795 hydroseeder purchase price and the City of Council Bluffs will be responsible for the remaining 20% ($5,959). A compliance requirement of this grant is authorization to execute this agreement by virtue of a formal resolution duly passed and adopted by the City Council of the City of Council Bluffs.

Staff Recommendation

Approve resolution authorizing the Mayor and City Staff to fully execute and deliver the grant agreement per the terms set forth in the grant.

Attachments

25-231.doc

Prepared by: Zach Smith
Approved by: Zach Smith

6.F

RESOLUTION NO 25-231

RESOLUTION FOR THE EXECUTION AND DELIVERY OF AN IOWA DEPARTMENT OF TRANSPORTATION GRANT

WHEREAS, the City Council approved the submission of the Parks and Recreation Integrated Roadside Vegetation Management (IRVM) Plan to IDOT earlier this year; and

WHEREAS, the goals of the IRVM Plan are to increase the attractiveness and aesthetic appeal of the City of Council Bluffs, decrease maintenance in areas of control, and increase the use and acceptance of native plantings in the right-of-way; and

WHEREAS, IDOT has approved the IRVM Plan and awarded the City of Council Bluffs grant funding for the purchase of a hydroseeder; and

WHEREAS, the grant will pay 80% ($23,836) of the $29,795 hydroseeder purchase price and the City of Council Bluffs will be responsible for the remaining 20% ($5,959); and

WHEREAS, a compliance requirement of this grant is for the governing body of the applicant to resolve to execute and deliver the grant agreement per the requirements of said grant; and

WHEREAS, the Council deems the execution and delivery of this grant as a benefit to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Staff are hereby authorized, empowered and directed to fully execute and deliver the grant agreement per the terms set forth in the grant.

ADOPTED
AND
APPROVED September 8, 2025

GIUSEPPE DISALVO, Mayor Pro Tem

ATTEST:

JODI QUAKENBUSH City Clerk

Council Communication

Department: City Clerk

Case/Project No.:

Subject/Title

Resolution 25-232
Resolution authorizing temporarily vacating portions of West Broadway in connection with a special event application for the 100 Block Annual Car Show.

Background/Discussion

The City has reviewed a special event application “100 Block Annual Car Show” proposed to take place on West Broadway between South 1st Street and South 4th Street, North 2nd Street from Vine Street to West Broadway from 12:00 pm – 8:00 pm on September 20, 2025. The proposed activities would be inconsistent with City and State law if West Broadway and North 2nd Street in these locations were not temporarily vacated.

Staff Recommendation

Attachments

25-232.doc

Prepared by:
Approved by:

6.G

RESOLUTION NO. 25-232

A RESOLUTION AUTHORIZING TEMPORARILY VACATING PORTIONS OF WEST BROADWAY IN CONNECTION WITH A SPECIAL EVENT APPLICATION.

WHEREAS, The City has reviewed a special event application "100 Block Annual Car Show" proposed to take place on West Broadway between South 1st Street and South 4th Street, North 2nd Street from Vine Street to West Broadway from 12:00 pm – 8:00 pm on September 20, 2025.

WHEREAS, The proposed activities would be inconsistent with City and State law if West Broadway and North 2nd Street in these locations were not temporarily vacated.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That West Broadway and North 2nd Street be temporarily vacated as described above in connection with the approved special event application.

ADOPTED
AND
APPROVED September 8, 2025

_____
GIUSEPPE DISALVO Mayor Pro Tem

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: City Clerk

Case/Project No.:

Subject/Title

Liquor License Renewal
1. 4th Street Legion, 716 S. 4th St.
2. Applebee's Neighborhood Grill & Bar, 3000 Dial Dr.
3. Bertha's, 1322 N. 16th St.
4. Bowlero Council Bluffs, 1900 Madison Ave.
5. Boxer Barbeque, 513 S. Main St.
6. Napolis Italian Restaurant, 157 West Broadway
7. Sam Food Mart, 701 16th Ave.
8. Spillway Grill & Bar, 1840 Madison Ave.
9. The Hub Fly Zone, Inc., 7 S. 4th St.

Background/Discussion

Staff Recommendation

Attachments

Liquor 9-8-25.pdf

Prepared by:
Approved by:

7.A

4th Street Legion- LC0051880

Premise Street : 716 South 4th Street

Application Number : App-227928

Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-11-04	2026-11-03	Submitted to Local Authority

■ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $812.50

FIRE _____ Endorsed _____

BUILDING _____ Issued 11/4/2025

ZONING _____ Expires 11/3/2025

Council 9/8/2025

Applebee's Neighborhood Grill & Bar- LC0046626

Premise Street : 3000 Dial Drive

Application Number : App-227290

Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-10-14	2026-10-13	Submitted to Local Authority

☒RENEWAL ☐NEW ☐SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING _____ Issued 10-14-2025

ZONING _____ Expires 10-13-2026

Council 9-8-2025

Bertha's- LC0037970

Premise Street : 1322 North 16th Street

Application Number : App-228135

Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-10-26	2026-10-25	Submitted to Local Authority

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $812.50

FIRE _____ Endorsed _____

BUILDING _____ Issued 10/26/2025

ZONING _____ Expires 10/25/2025

Council 9/8/2025

Bowlero Council Bluffs- LC0048786

Premise Street : 1900 Madison Avenue

Application Number : App-227817

Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-10-11	2026-10-10	Pending Dramshop Review

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $ _____

FIRE _____ Endorsed _____

BUILDING _____ Issued 10/11/2025

ZONING _____ Expires 10/10/2025

Council 9/8/2025

Boxer Barbeque- LC0045895

Premise Street : 513 S Main St.

Application Number : App-227797

Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-09-20	2026-09-19	Pending Dramshop Review

☒RENEWAL ☐NEW ☐SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING _____ Issued 9-20-2025

ZONING _____ Expires 9-19-2026

Council 9-8-2025

NAPOLIS ITALIAN RESTAURANT- LC0051643

Premise Street : 157 West Broadway

Application Number : App-227704

Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-09-02	2026-09-01	Pending Dramshop Review

☒RENEWAL ☐NEW ☐SPECIAL EVENT

POLICE _____ Local Amt _____

FIRE _____ Endorsed _____

BUILDING _____ Issued 9-2-2025

ZONING _____ Expires 9-1-2026

Council 9-8-2025

SAM FOOD MART- LE0004329

Premise Street: 701 16th Avenue

Class E Retail Alcohol License

Application Type	Effective Date	Expiration Date	Application Status
AUTO-RENEWAL	2026-11-07	2025-11-06	Pending

AUTO RENEWAL

POLICE

FIRE

BUILDING

ZONING

Spillway Grill and Bar- LC0035481

Premise Street : 1840 Madison Ave

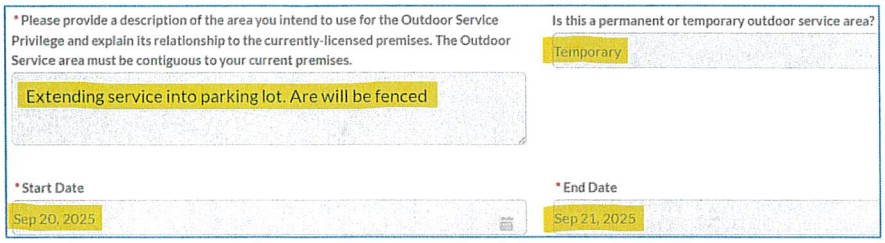
Application Number : App-226582

Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Amendment	2025-06-15	2026-06-14	Pending Dramshop Review

License Length	Local Authority	Dramshop	Corporation Name
12 Month	City of Council Bluffs		Klemco Inc

Privileges and Sub Permits	Licensee Consented for Automatic Renewal	Amendment Type
		Outdoor Service



* Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises. The Outdoor Service area must be contiguous to your current premises.

Extending service into parking lot. Are will be fenced

Is this a permanent or temporary outdoor service area?

Temporary

* Start Date

Sep 20, 2025

* End Date

Sep 21, 2025

→ No outdoor serving station, just ext extending into parking lot for bags tournament fundraiser.

☐RENEWAL ☐NEW ☒SPECIAL EVENT

POLICE _____ Local Amt $ _____

FIRE _____ Endorsed _____

BUILDING _____ Issued _____

ZONING _____ Expires _____

Council _____

The Hub Fly Zone, Inc.- BW0096618

Premise Street : 7 S 4th Street

Application Number : App-228131

Special Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-09-23	2026-09-22	Pending Dramshop Review

■ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $337.50

FIRE _____ Endorsed _____

BUILDING _____ Issued 9/23/2025

ZONING _____ Expires 9/22/2025

Council 9/8/2025

Council Communication

Department: City Clerk

Case/Project No.:

Subject/Title

Retail Cigarette/Tobacco/Nicotine/Vapor Permit - 1 (NEW)

Background/Discussion

Staff Recommendation

Attachments

MEGA SAVER_2024 5TH AVE.pdf

Prepared by:
Approved by:

7.B

Retail Tobacco License Review

CITY OF COUNCIL BLUFFS
1909373801

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: TFL INC
Type of ownership	: Corporation
Primary office address	: 202 S 73RD ST OMAHA NE 68114-4616
Legal Ownership Phone	: 402-399-5377
Legal Ownership Email	: alyssa@megasaver.com

Application Information

Sales and Use Permit Number	: 307904725
Location Name	: MEGA SAVER
Location Phone Number	: 712-322-0758
Location Address	: 2024 5TH AVE COUNCIL BLUFFS IA 51501-3731
Location Mailing Address	: 202 S 73RD ST OMAHA NE 68114-4616
Renewal	: No
Start Date	: 01-Nov-2025
End Date	: 30-Jun-2026
License Fee	: 75.00
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

Corporate Officers

Title	Name	Address
president	SAMIEV, ABDURASHID	202 S 73RD ST OMAHA NE 68114-4616
vp	SAMIEV, KAMOL	202 S 73RD ST OMAHA NE 68114-4616

Suppliers List

AMCON

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