City Council Agenda, City of Council Bluffs, Iowa
Council Regular Meeting November 17, 2025, 7:00 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street

AGENDA

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

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

   B. Reading, correction and approval of the November 3, 2025 City Council Meeting minutes

   C. Resolution 25-282
   Resolution accepting the work of Compass Utility, LLC as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with Kenmore Avenue Sanitary Sewer Reconstruction. Project #PW25-24.

   D. Resolution 25-283
   Resolution setting a public hearing for December 15, 2025 at 7:00 p.m. for the FY27-FY31 Capital Improvement Program (CIP).

   E. Resolution 25-284
   Resolution fixing date for a public hearing on December 15, 2025, at 7:00 p.m. on the proposal to enter into a Second Amendment to the Purchase, Sale, and Development Agreement with 34th and 1st Holdings, LLC, and providing for publication of notice thereof.

   F. September 2025 City Financial Reports

   G. Claims

4. PUBLIC HEARINGS

A. Ordinance 6659
Ordinance to amend the zoning map as adopted by reference in Section 15.27.020, by rezoning 473 acres (m/l) of land legally described as being part of Sections 29-74-43 and 32-74-43, City of Council Bluffs, Pottawattamie County, Iowa and part of Sections 5-73-43 and 6-73-43, City Of Council Bluffs, Mills County, Iowa (and being more particularly described in the Council packet) from a mixture of A-3/River Front and Agricultural Production District (Pottawattamie County), I-1/Limited Industrial District (Pottawattamie County), I-2/General Industrial District (Pottawattamie County), and I/Industrial District (Mills County) to a mixture of A-2/Parks, Estates and Agricultural District (City), C-2/Commercial District (City), and I-2/General Industrial District (City) as defined in Chapters 15.05, 15.15 and 15.21. ZC-25-006

B. Resolution 25-285
Resolution approving the plans and specifications for the South 23rd Street Sewer Rehab, Phase II. Project # PW26-12

5. ORDINANCES ON 2ND READING

A. Ordinance 6660
Ordinance to amend Chapter 9.34 Emergency Snow Routes of the 2025 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 "Emergency Snow Route Established"

B. Ordinance 6661
Ordinance to amend Chapter 3.08 "Beer and Liquor Control" of the 2025 Municipal Code of Council Bluffs, Iowa, by amending Section 3.08.045 "Exceptions to CBMC 3.08.045 Paragraph E"

6. RESOLUTIONS

A. Resolution 25-286
Resolution of intent to enter into a Transfer and Assignment of License Agreement for MidAmerican Energy Adventure Tower with Southwest Iowa Nonprofit for Collective Impact (SINC)

B. Resolution 25-287
Resolution of intent to enter into a Maintenance Endowment Agreement with Southwest Iowa Nonprofit for Collective Impact (SINC) for the Riverfront Revitalization River's Edge Development (River's Edge Development)

C. Resolution 25-288
Resolution accepting the bid of Western Iowa Utilities, Inc. for the East Ridge Drive Sanitary Manhole Reconstruction. Project # PW25-25

D. Resolution 25-289
Resolution authorizing the Mayor and City Clerk to execute an agreement with HGM Associates, Inc. for engineering services in connection with the Mid-America Center Parking Lots Rehab, Phase 6. Project # BM26-01

E. Resolution 25-290
Resolution authorizing the Mayor and City Clerk to execute an agreement with Snyder & Associates, Inc. for engineering services in connection with the Hillcrest Avenue Reconstruction, Phase II. Project # PW26-14

F. Resolution 25-291
Resolution authorizing the Mayor and City Clerk to execute an agreement with Strand Associates, Inc. for engineering services in connection with the WPCP Digester Lid Rehabilitation. Project # PW26-15

G. Resolution 25-292
Resolution authorizing the City Clerk to certify assessments against properties to the Pottawattamie County Treasurer for unreimbursed costs incurred by the City for the abatement of weeds and the removal of solid waste nuisances upon properties and directing them to be collected in the same manner as a property tax.

H. Resolution 25-293
Resolution approving the use of 2026 Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) program funds and directing the mayor to submit the 2026 Action Plan to the City of Omaha and the U.S. Department of Housing and Urban Development (HUD).

I. Resolution 25-294
Resolution declaring the intent of the City to accept a proposal received in accordance with the Requests for Proposals and to enter into a purchase, sale, and development agreement based on the selected proposal.

J. Resolution 25-295
Resolution authorizing the City of Council Bluffs to provide a City tax exemption on newly annexed properties.

K. Resolution 25-296
Resolution approving a worker's compensation settlement agreement and authorizing the City of Council Bluffs to make the necessary payments pursuant to said settlement agreement.

7. OTHER BUSINESS

8. CITIZENS REQUEST TO BE HEARD

9. ADJOURNMENT

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

Council Communication

Department: City Clerk

Case/Project No.:

Subject/Title

Reading, correction and approval of the November 3, 2025 City Council Meeting minutes

Background/Discussion

Staff Recommendation

Attachments

11-3-25 M.docx

Prepared by:
Approved by:

3.B

City Council Meeting Minutes
November 3, 2025

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Mayor Walsh called the meeting to order at 7:00 p.m. on November 3, 2025.
Council Members present: Chris Peterson, Jill Shudak, Joe Disalvo, Roger Sandau, Steve Gorman.
Staff present: Mimi Dobson, Brandon Garrett and Jodi Quakenbush

3. CONSENT AGENDA

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

B. Reading, correction and approval of the October 20, 2025 City Council Meeting minutes

C. Resolution 25-266
Resolution setting a public hearing for 7:00 p.m. on November 17, 2025 in connection with the South 23rd Street Sewer Rehab, Phase II. Project # PW26-12

D. Ordinance 6659
Ordinance to amend the zoning map as adopted by reference in Section 15.27.020, and setting a Public Hearing for November 17, 2025 at 7:00 p.m., by rezoning 473 acres (m/l) of land legally described as being part of Sections 29-74-43 and 32-74-43, City of Council Bluffs, Pottawattamie County, Iowa and part of Sections 5-73-43 and 6-73-43, City Of Council Bluffs, Mills County, Iowa (and being more particularly described in the Council packet) from a mixture of A-3/River Front and Agricultural Production District (Pottawattamie County), I-1/Limited Industrial District (Pottawattamie County), I-2/General Industrial District (Pottawattamie County), and I/Industrial District (Mills County) to a mixture of A-2/Parks, Estates and Agricultural District (City), C-2/Commercial District (City), and I-2/General Industrial District (City) as defined in Chapters 15.05, 15.15 and 15.21. ZC-25-006

E. Claim

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

4. PUBLIC HEARINGS

A. Resolution 25-267
Resolution of intent to provide conditional consent to assignment under the Development Agreement with MAC Ventures, LLC

Heard from Brenda Mainwaring, IWF, 4201 River's Edge Parkway

Roger Sandau and Steve Gorman moved and seconded to approve Resolution 25-267. Unanimous, 5-0 vote.

5. ORDINANCES ON 1ST READING

A. Ordinance 6660
Ordinance to amend Chapter 9.34 Emergency Snow Routes of the 2025 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 "Emergency Snow Route Established"

Joe Disalvo and Jill Shudak moved and seconded to approve First Consideration of Ordinance 6660. Second Consideration to be heard November 17, 2025 at 7:00 p.m. Unanimous, 5-0 vote.

B. Ordinance 6661
Ordinance to amend Chapter 3.08 "Beer and Liquor Control" of the 2025 Municipal Code of Council Bluffs, Iowa, by amending Section 3.08.045 "Exceptions to CBMC 3.08.045 Paragraph E"

Roger Sandau and Steve Gorman moved and seconded to approve First Consideration of Ordinance 6661. Second Consideration to be heard November 17, 2025 at 7:00 p.m. Unanimous, 5-0 vote.

C. Ordinance 6662
Ordinance to amend Chapter 4.21 "Urban Deer and Turkey Management" of the 2025 Municipal Code of Council Bluffs, Iowa, by repealing and replacing Section 4.21.020 "Hunting Regulations".

No Motion, Ordinance 6662 fails.

6. ORDINANCES ON 2ND READING

A. Ordinance 6658
Ordinance approving the Amended and Restated Consolidated Urban Revitalization Plan Amendment 3. URV-25-006

Jill Shudak and Joe Disalvo moved and seconded to approve Second Consideration of Ordinance 6658.. Unanimous, 5-0 vote.

Roger Sandau and Joe Disalvo moved and seconded to approve Motion to waive Third Consideration. Ordinance passes to law. . Unanimous, 5-0 vote.

7. RESOLUTIONS

A. Resolution 25-268

Resolution authorizing the certification of indebtedness, reduction in certification of indebtedness, and direct the filing of the Tax Increment Financing (TIF) indebtedness certification report with the County for Valley View North, New Horizon, 23rd Avenue, West Broadway, Original 1983 Downtown Mall, Playland Park, Marketplace, Bluffs Northway, Franklin Avenue, Bluffs Vision, Kanesville, and South Avenue Urban Renewal Areas.

Steve Gorman and Chris Peterson moved and seconded to approve Resolution 25-268. Unanimous, 5-0 vote.

B. Resolutions 25-269, 25-270, 25-271, 25-272, 25-273 and 25-274

Resolutions authorizing Internal / Interfund Loan approval for FY27 TIF Certifications.

Jill Shudak and Steve Gorman moved and seconded to approve Resolutions 25-269, 25-270, 25-271, 25-272, 25-273 and 25-274. Unanimous, 5-0 vote.

C. Resolution 25-275

Resolution designating Whitney Jacque as the ADA Coordinator and the Title VI Coordinator for the City of Council Bluffs as well as authorizing and directing the Mayor to execute the Title VI Non-Discrimination Agreement and all other documents to consummate this matter between the City of Council Bluffs and The Iowa Department of Transportation (IDOT).

Jill Shudak and Steve Gorman moved and seconded to approve Resolution 25-275. Unanimous, 5-0 vote.

D. Resolutions 25-276 and 25-277

Resolutions approving the MidAmerican Energy proposal for the extension of electrical services in conjunction with the East Manawa Subdivision Project.

Roger Sandau and Joe Disalvo moved and seconded to approve Resolutions 25-276 and 25-277. Unanimous, 5-0 vote.

E. Resolution 25-278

Resolution to amend the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan), specifically by reclassifying properties legally described as being part of Sections 5-73-43 and 6-73-43, City of Council Bluffs, Mills County, Iowa (and being more particularly described in the Council packet) from ‘Industrial’ (Mills County) to ‘Light Industrial’ (City). CP-25-001

Steve Gorman and Joe Disalvo moved and seconded to approve Resolution 25-278. Unanimous, 5-0 vote.

F. Resolution 25-279
Resolution amending an adopted MCR/Mixed Commercial-Residential District development plan for Treehouse, on properties legally described as Lots 1 through 3, Main Line Subdivision. Location: 151 South 34th Street and undeveloped land located at the northeast corner of the intersection of South 34th Street and 2nd Avenue, as well as, undeveloped land located at the northwest corner of the intersection of South 32nd Street and 2nd Avenue. MCR-20-001(M)

Joe Disalvo and Steve Gorman moved and seconded to approve Resolution 25-279. 4-1 vote.

G. Resolution 25-280
Resolution approving the Annual Urban Renewal Report for Fiscal Year 2024-2025.

Jill Shudak and Joe Disalvo moved and seconded to approve Resolution 25-280. Unanimous, 5-0 vote.

H. Resolution 25-281
Resolution approving and authorizing execution of a First Amendment to the Agreement for Private Development with EDC Omaha LandCo LLC.

Steve Gorman and Joe Disalvo moved and seconded to approve Resolution 25-281. Unanimous, 5-0 vote.

8. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor Licenses
1. Goldmine Bar & Grill, 1601 Harry Langdon Blvd.
2. La Caretta Rosa, 620 South Main St.
3. Pizza King, 1101 N. Broadway

B. Device Retailer License (1 - New)

C. Special Event - Veteran's Day Parade, November 8, 2025.

Jill Shudak and Joe Disalvo moved and seconded to approve Applications for Permits and Cancellations: Liquor Licenses 8A 1-3, Device Retailer License and Special Event Application. Unanimous, 5-0 vote.

9. OTHER BUSINESS

10. CITIZENS REQUEST TO BE HEARD

11. ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:14 p.m.

Council Communication

Department: Public Works Engineering

Case/Project No.: PW25-24

Subject/Title

Resolution 25-282
Resolution accepting the work of Compass Utility, LLC as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with Kenmore Avenue Sanitary Sewer Reconstruction. Project #PW25-24.

Background/Discussion

The sanitary sewer in Kenmore Avenue from 105 Kenmore to 134 Kenmore was failing and in need of replacement. It had been discovered that there were several sanitary sewer pipes in this street segment that are undersized and in poor condition. The existing pipes were replaced with a single sewer main constructed with appropriate materials in the correct size, allowing all adjacent lots to be served.

	Division I General	Division II Pavement	Division IV Sanitary Sewer	Total
Original Contract Amount	$23,529.29	$85,150.67	$59,027.64	$167,707.60
Change Orders (-7.23%)	$198.04	($11,421.19)	($903.25)	($12,126.40)
Final Contract Amount	$23,727.33	$73,729.48	$58,124.39	$155,581.20
Less Previous Payments	$22,540.96	$70,043.01	$55,218.17	$147,802.14
Retainage Due Contractor	$1,186.37	$3,686.47	$2,906.22	$7,779.06

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

Staff Recommendation

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

Attachments

Location Map
25-282.doc

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

3.C


PW 25-24
KENMORE AVE.
SANITARY SEWER RECONSTRUCTION
E PIERC
121 KENMORE AVE
134 KENMORE AVE
128 KENMORE AVE
PROJECT LOCATION
111 KENMORE AVE
105 KENMORE AVE
120 KENMORE AVE
KENMORE AVE
KENMORE AVE
Legend
PW25-24

RESOLUTION NO. 25-282

RESOLUTION ACCEPTING THE WORK OF COMPASS UTILITY, LLC IN CONNECTION WITH KENMORE AVENUE SANITARY SEWER RECONSTRUCTION AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE A CITY CHECK IN THE AMOUNT OF $7,779.06. PROJECT #PW25-24

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with United Compass Utility, LLC, Council Bluffs, IA for the Kenmore Avenue Sanitary Sewer Reconstruction project; and

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

WHEREAS, a request for final payment in the amount of $7,779.06 to Compass Utility, LLC has been submitted to the city council for approval and payment; and

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

WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said $7,779.06 constitutes a valid obligation of the City and should in its best interest be paid.

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

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

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of $7,779.06 payable to Compass Utility, LLC from budget codes Division I, S36000-676000; Division II, S36000-6762000; Division IV, S36000-676700; Project #2524X.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED November 17, 2025

_____

MATTHEW J. WALSH Mayor

Attest:

_____

JODI QUAKENBUSH City Clerk

Council Communication

Department: Finance

Case/Project No.:

Subject/Title

Resolution 25-283
Resolution setting a public hearing for December 15, 2025 at 7:00 p.m. for the FY27-FY31 Capital Improvement Program (CIP).

Background/Discussion

It is required the Council set a public hearing for persons to comment and discuss the proposed FY27-FY31 Capital Improvement Program for the City of Council Bluffs.

The FY27-FY31 CIP is on the agenda to be presented to Planning Commission on November 12, 2025.

Staff will be requesting approval to adopt the FY27-FY31 CIP schedule at the December 15, 2025 meeting.

Staff Recommendation

In order for staff to move forward with presenting the FY27-FY31 CIP schedule to Council and citizens, Council must approve to set the public hearing for December 15, 2025. This is Step 1 of the General Obligation (GO) Bond Process.

Attachments

Notice_of_Public_Hearing_on_CIP_FY27-31.docx
GO Bond Process.pdf
25-283.doc

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

3.D

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF COUNCIL BLUFFS, IOWA, ON THE MATTER OF
THE PROPOSED CAPITAL IMPROVEMENT PROGRAM
FY27-FY31 OF SAID CITY, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs, Iowa, will hold a public hearing on the 15th day of December, 2025, at 7 o'clock P.M., in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, to approve the proposed FY27-FY31 Capital Improvement Program.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the above action. After all objections have been received and considered, the Council will, at this meeting or an any adjournment thereof, take additional action to approve the proposed FY27-FY31 Capital Improvement Program, or will abandon the proposal.

This notice is given by order of the Council of Council Bluffs, Iowa, as provided by Section 384.25 of the City Code of Iowa.

Dated this _____ day of _____, 2025.

_____
City Clerk of Council Bluffs, Iowa

City of Council Bluffs

General Obligation (GO) Bond Process

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

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

Step 2 – Set public hearing for bond purposes (essential corporate purposes & general corporate purposes)

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

Step 4 – Reimbursement resolution

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

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

a. Presentation to Moody's Investors for debt rating (no Council action needed)

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

Step 8 – Sale of Bonds public hearing

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

RESOLUTION NO. 25-283

A RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH NOTICE AND SETTING A PUBLIC HEARING TO APPROVE THE FY27-FY31 CAPITAL IMPROVEMENT PROGRAM (CIP).

WHEREAS, the Capital Improvement Program (CIP) provides the City Council with a framework upon which to base improvement decisions, provides City staff with direction as to its work effort, and provides the citizens with information about the City's future intentions; and

WHEREAS, the City of Council Bluffs is required to hold a public hearing on the proposed FY27-FY31 CIP prior to adoption of the CIP schedule; and

WHEREAS, the City is required to publish and post the proposed FY27-FY31 CIP at least four and no more than twenty days from the public hearing.

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

That the City Clerk is hereby directed to set a public hearing to approve the FY27-FY31 CIP on December 15, 2025 at 7:00 p.m. in Council Chambers at City Hall, 209 Pearl Street in Council Bluffs, Iowa.

ADOPTED
AND
APPROVED November 17, 2025

.

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-284
Resolution fixing date for a public hearing on December 15, 2025, at 7:00 p.m. on the proposal to enter into a Second Amendment to the Purchase, Sale, and Development Agreement with 34th and 1st Holdings, LLC, and providing for publication of notice thereof.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Development Agreement
Notice of Public Hearing
25-284.docx

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

3.E

Council Communication

Department: Community Development Case/Project No.:	Ordinance No.: N/A Resolution No.: 25-	City Council: 11-17-2025

Subject/Title

Resolution authorizing the execution of the Second Amendment to the Purchase, Sale and Development Agreement by and between the City of Council Bluffs and 34th and 1st Holdings, LLC.

Location

34th and 1st Avenue

Background/Discussion

Background

In July 2021, the City entered into a development Agreement with 34th and 1st Holdings, LLC owned by Knudson Companies to redevelop the vacant city-owned land at 34th Street and 1st Avenue. Knudson Companies proposed a 255-apartment unit development, located both north and south of 1st Avenue. They also have proposed 17,000 square feet of commercial space at the corner of West Broadway and South 34th Street. The total project investment is expected to be $36,873,140. The minimum assessment for the first phase of the project is set to begin January 1, 2026.

Due to modifications to the site plan, not all portions of Phase I will be completed by January 1, 2026. This creates issues for the start dates of the minimum assessments and must be amended.

Staff proposes the following amendments to the development agreement timeline:

1. Phase I: Includes 86 units on Lot 2 along 1st Avenue. This will be completed by December 31, 2025 with the minimum assessment starting January 1, 2026. The minimum assessment for this phase will be $10,473,337.
2. Phase II: Includes 86 units on Lot 3 along 1st Avenue and 48 units on Lots 2 and 3 along 2nd Avenue. This phase will be completed by December 31, 2027 with the minimum assessment starting January 1, 2028. The minimum assessment for this phase will be $17,058,741.
3. Phase III: Includes 35 units on Lot 1 along the north side 1st Avenue and 17,400 square feet of commercial space along West Broadway. This phase will be completed by December 31, 2028 with the minimum assessment starting January 1, 2029. The minimum assessment for this phase will be $9,7341,062.

The maximum TIF rebate amount will remain $10 million. Additionally, the cost of the land shall be forgiven upon completion of each phase as outlined in the agreement.

Knudson Companies has also agreed that if building permits have not been issued on Lot 1 (Phase III) by August 1, 2026, the lot will be returned to the City free of all liens. This requirement is meant to ensure the project continues to move forward on the updated timeline.

Staff Recommendation

Staff recommends City Council approve a resolution authorizing execution the Second Amendment to the Purchase, Sale and Development Agreement by and between the City of Council Bluffs and 34th and 1st Holdings, LLC.

Attachments

1) Resolution
2) First Amendment to the Development Agreement

SECOND AMENDMENT
TO THE
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF COUNCIL BLUFFS, IOWA
AND
34TH AND 1ST HOLDINGS, LLC

THIS SECOND AMENDMENT ("Amendment") to that certain Purchase, Sale, and Development Agreement by and between the CITY OF COUNCIL BLUFFS, IOWA ("City"), and 34TH AND 1ST HOLDINGS, LLC, an Iowa limited liability company ("Developer"), dated July 15, 2021 ("Agreement"), is made as of _____, 2025, between the City and the Developer.

WITNESSETH:

WHEREAS, the City and the Developer previously executed the Agreement and recorded a Memorandum of the Agreement at Book 2021, Page 14291 in the records of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, pursuant to the Agreement, the Developer agreed to construct certain Minimum Improvements, including the Phase I Improvements, Phase II Improvements, and the Phase III Improvements, on certain real property located within the City's West Broadway Urban Renewal Area (the "Development Property"); and

WHEREAS, the City and Developer executed a Minimum Assessment Agreement dated July 26, 2021 and recorded at Book 2021, Page 14290 in the records of the Recorder of Pottawattamie County, Iowa, which agreement was amended by the Amendment to Minimum Assessment Agreement dated December 18, 2023 and recorded at Book 2023 Page 12330 in the records of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, the Parties executed a First Amendment to the Agreement dated December 18, 2023 ("First Amendment"), to (1) extend the deadlines for construction of the Phase I Improvements, Phase II Improvements, and the Phase III Improvements; (2) make corresponding date adjustments in other terms of the Agreement, including amending the Minimum Assessment Agreement; and (3) modify the Blight Remediation Grant incentives related to the Phase I Improvements; and

WHEREAS, the City and Developer now desire to further amend the Agreement as set forth in this Amendment to: (1) modify the descriptions of the Phase I Improvements, Phase II Improvements, and the Phase III Improvements; (2) remove references to the Phase I Property, the Phase II Property, and the Phase III Property; and (3) make corresponding adjustments in other terms of the Agreement, including amending the Minimum Assessment Agreement for a second time.

NOW THEREFORE, it is agreed by the City and the Developer:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement.

2. Elimination of the Subareas of the Development Property. To accommodate changes to the sequencing of development on the Development Property, which includes different phases of improvements being constructed on the same lot, references to the "Phase I Property", the "Phase II Property", and the "Phase III Property" are being removed from the Agreement through this Amendment. Accordingly, the following changes are being made:

a. The definition of Development Property in Section 1.1. of the Agreement is replaced with the following: "Development Property means that portion of the West Broadway Urban Renewal Area of the City, as more particularly described in Exhibit A hereto."

b. The definition of Phase I Improvements in Section 1.1. of the Agreement is replaced with the following: "Phase I Improvements means a portion of the Minimum Improvements constructed on the Development Property, as more particularly described in the Second Amended Exhibits B and B-1."

c. The definition of Phase II Improvements in Section 1.1. of the Agreement is replaced with the following: "Phase II Improvements means a portion of the Minimum Improvements constructed on the Development Property, as more particularly described in the Second Amended Exhibits B and B-1."

d. The definition of Phase III Improvements in Section 1.1. of the Agreement is replaced with the following: "Phase III Improvements means a portion of the Minimum Improvements constructed on the Development Property, as more particularly described in the Second Amended Exhibits B and B-1."

e. Section 3.13.a. is replaced in its entirety with the following:

> a. As security for completion of the Minimum Improvements, the City shall hold a right of reversion in each lot of the Development Property (the "Reversionary Right"). The City shall hold the Reversionary Right for each lot of the Development Property until the Developer has completed construction of all of the Minimum Improvements on the particular lot of the Development Property. Upon issuance of a Certificate of Occupancy for all of the Minimum Improvements on the particular lot, the City shall record a release of its Reversionary Right with respect to the corresponding lot of the Development Property, using the form attached hereto as Amended Exhibit G. Accordingly, it is anticipated that the City's Reversionary Right will be released at different times with respect to each of the three lots (Lots 1, 2, and 3) of the Development Property.

f. References to the Phase I, Phase II, and Phase III subareas in Exhibit A to the Agreement are hereby removed.

3. Changes to Phases of Minimum Improvements. To accommodate changes to the sequencing of development on the Development Property, Exhibits B and B-1 to the Agreement, as previously amended in the First Amendment, are hereby replaced in their entirety with the Second Amended Exhibits B and B-1 attached hereto.

4. Changes to Minimum Assessment Agreement. The City and Developer hereby agree to adjust the phasing of the Minimum Improvements and the corresponding dates upon which the minimum assessment values shall be assigned to the adjusted phases of the Minimum Improvements for calculation of real property taxes; accordingly, the table set forth in Section 4.6(a) is hereby replaced with the following:

Legal Description	**To Be Assessed Upon Completion, But No Later Than the Following Date:**	**Phase of Improvements**	**Minimum Actual Values (building value only):**
Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2026	**Phase I Improvements** – 1st Avenue Multi-Residential Apartments Portion	$10,473,337
Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2028	**Phase II-A Improvements** – 2nd Avenue Multi-Residential Apartments Portion	$3,442,066
Lot 3 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2028	**Phase II-B Improvements** – 1st Avenue Multi-Residential Apartments Portion	$10,473,337
		Phase II-C Improvements – 2nd Avenue Multi-Residential Apartments Portion	$3,143,338
Lot 1 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2029	**Phase III -A Improvements** - Multi-Residential Apartments Portion	$6,115,085
		Phase III-B Improvements - Commercial Portion	$3,225,977
		TOTAL	**$36,873,140**

Contemporaneous with the execution of this Amendment, the City, Developer, and the Assessor shall execute the Second Amendment to Minimum Assessment Agreement attached hereto; further, Developer shall secure written consent to the Second Amendment to Minimum Assessment Agreement from the holder of any mortgage or other lien currently upon the

Development Property. The City shall pay the cost of recording the Second Amendment to Minimum Assessment Agreement.

5. Additional Reversionary Right. To avoid additional delay in the development of Lot 1 of the Main Line Subdivision, the City and Developer hereby agree to add the following new subparagraph "d." to Section 3.13:

> d. If, for any reason, so long as the City has acted in good faith, the City has not issued building permits for the Phase III Improvements on Lot 1 of the Main Line Subdivision ("Lot 1") by August 1, 2026, Developer shall, on or before September 1, 2026, transfer Lot 1 to the City by warranty deed free and clear of any mortgages, liens, or encumbrances, and such transfer shall result in the termination of this Agreement with respect to Lot 1 and the Phase III Improvements. Any failure to transfer Lot 1 to the City in compliance with this provision shall be an Event of Default for all purposes under this Agreement.

6. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Amendment 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 Amendment to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quackenbush, 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 Quackenbush, 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 Amendment – City of Council Bluffs]

34TH AND 1ST HOLDINGS, LLC,
an Iowa limited liability company

By: _____
K. C. Knudson, Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared K.C. Knudson to me personally known, who, being by me duly sworn, did say that he is the Manager of 34th and 1st Holdings, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Manager, as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Signature page to Amendment – 34th and 1st Holdings, LLC]

SECOND AMENDED EXHIBIT B
MINIMUM IMPROVEMENTS

The Phase I Improvements include buildings that will create approximately 86 apartment Housing Units along 1st Avenue on Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa. **The Phase I Improvements shall be completed by December 31, 2025 in order to be first fully assessed on January 1, 2026.**

The Phase II Improvements include buildings that will create approximately 86 apartment Housing Units along 1st Avenue on Lot 3 of the Main Line Subdivision (Phase II-B) and approximately 48 apartment Housing Units along 2nd Avenue on Lots 2 (Phase II-A) and 3 (Phase II-C) of the Main Line Subdivision. **The Phase II Improvements shall be completed by December 31, 2027 in order to be first fully assessed on January 1, 2028.**

The Phase III Improvements include buildings that will create approximately 35 apartment Housing Units (Phase III-A) and approximately 17,400 square feet of commercial retail space (Phase III-B), both on Lot 1 of the Main line Subdivision, Council Bluffs, Iowa. **The Phase III Improvements shall be completed by December 31, 2028 in order to be first fully assessed on January 1, 2029.**

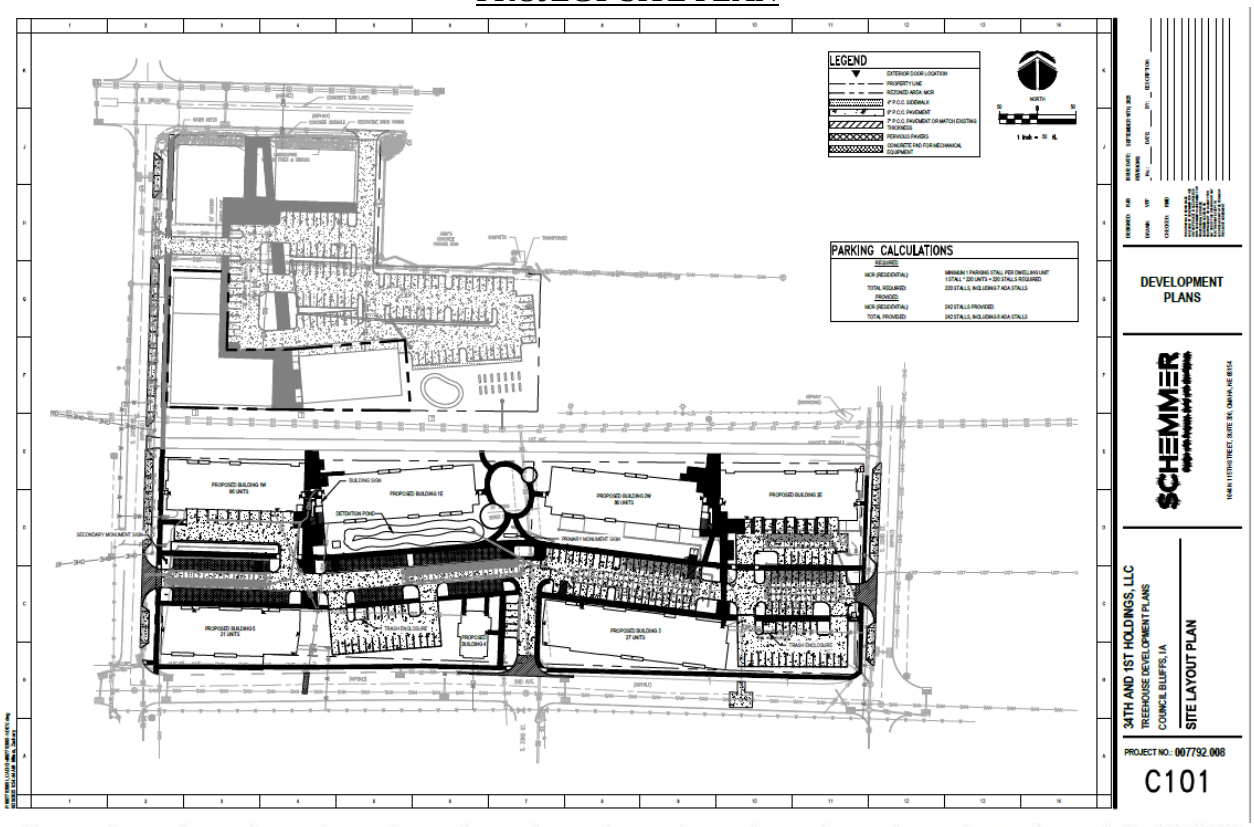
The Housing Units constructed as part of the Minimum Improvements are expected to consist of seven apartment buildings. The breakdown of Housing Units constructed as part of the Minimum Improvements is anticipated to be as follows:

- Seven apartment buildings
    - Two bedroom (1,000 – 1,100 SF): 108 units total
    - One bedroom (550 – 750 SF): 105 units total
    - Studio apartments (400 – 500 SF): 42 units total

See Second Amended Exhibit B-1 for site plans and renderings of the Minimum Improvements. The renderings and plans set forth in Second Amended Exhibit B-1 are preliminary in nature and subject to change pursuant to the terms of this Agreement.

SECOND AMENDED EXHIBIT B-1

PROJECT SITE PLAN



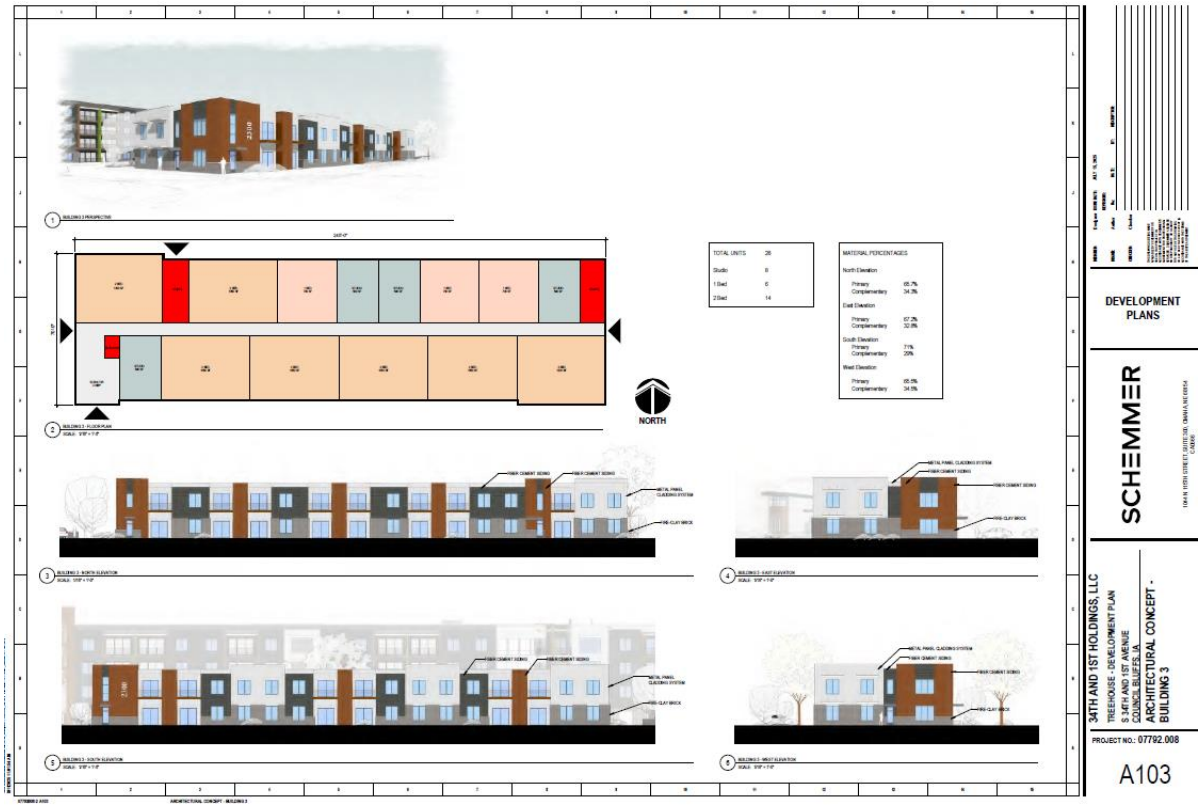


SECOND AMENDED EXHIBIT B-1 (cont.)
PHASE II IMPROVEMENTS RENDERINGS



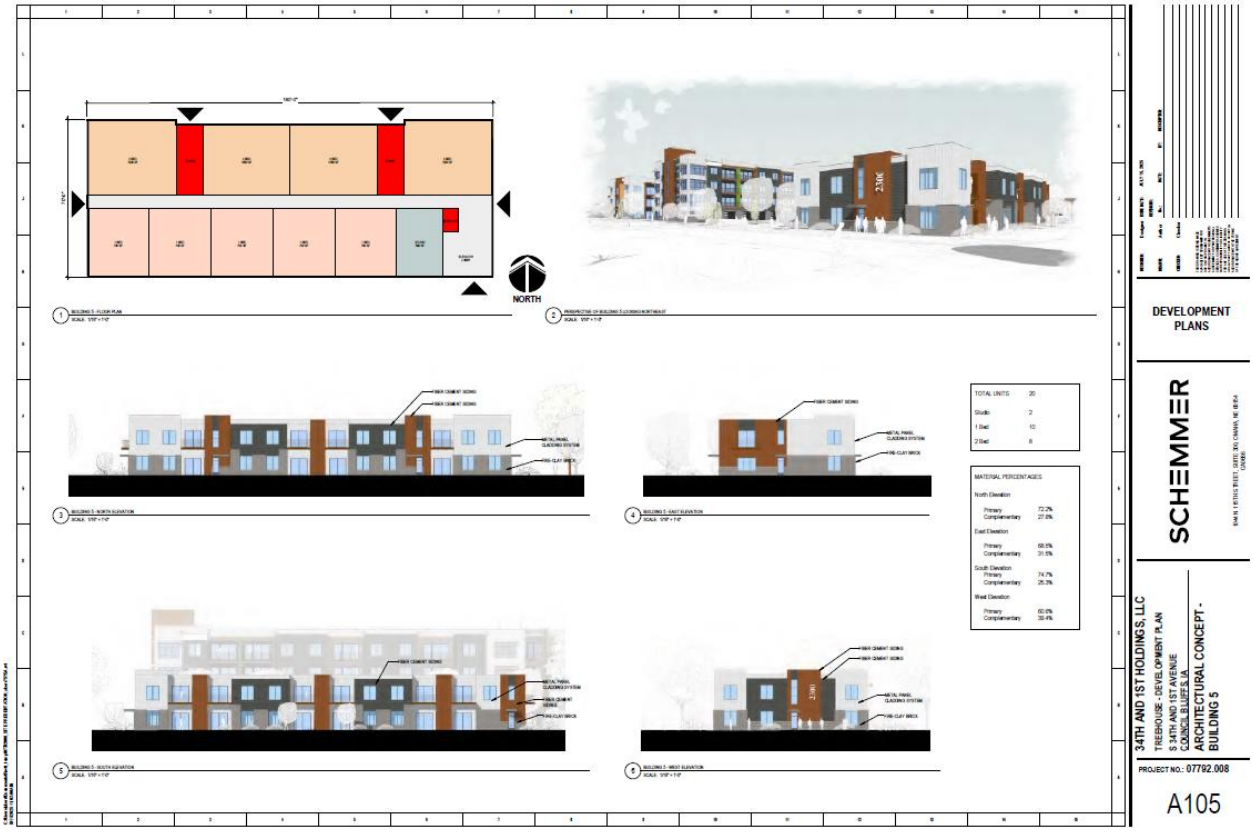


SECOND AMENDED EXHIBIT B-1 (cont.)
PHASE II IMPROVEMENTS RENDERINGS

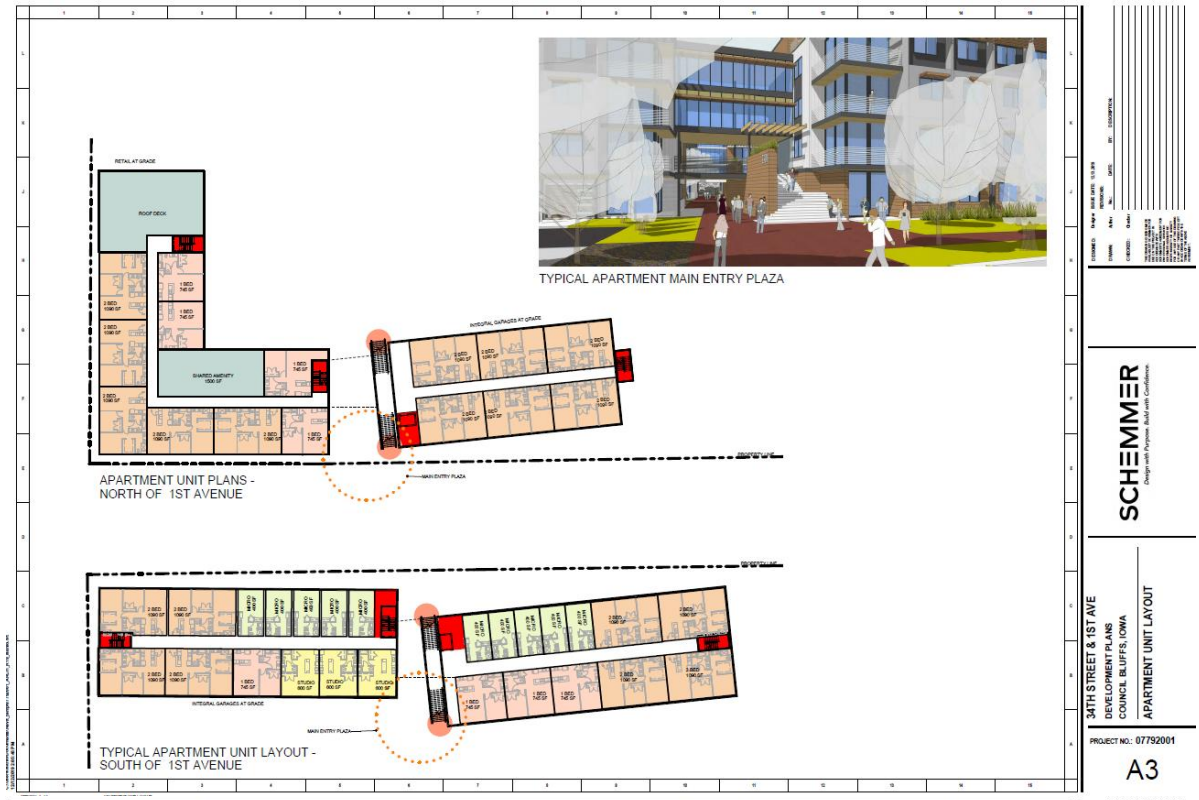




SECOND AMENDED EXHIBIT B-1 (cont.)
PHASE II IMPROVEMENTS RENDERINGS



SECOND AMENDED EXHIBIT B-1 (cont.)
PHASE III IMPROVEMENT RENDERINGS





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

SECOND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

THIS SECOND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT ("Amendment") is entered into as of _____, 2025 by and between the City of Council Bluffs, Iowa (the "City") and 34th and 1st Holdings, LLC, an Iowa limited liability company having an office for the transaction of business at 29 South Main Street, Council Bluffs, Iowa 51503 ("Developer").

WITNESSETH:

WHEREAS, the City and Developer previously executed a Minimum Assessment Agreement dated July 26, 2021 (the "Minimum Assessment Agreement"), a copy of which is recorded at Book 2021, Page 14290 in the records of the Recorder of Pottawattamie County, Iowa, in connection with an Agreement for Private Development by and between the City and Developer dated July 15, 2021 (the "Development Agreement"), concerning the development of retain real property legally described as:

Lots 1, 2 and 3 of the Main Line Subdivision, Council Bluffs, Iowa

(the "Development Property"); and

WHEREAS, the City and Developer amended the Minimum Assessment Agreement via an Amendment to Minimum Assessment Agreement dated December 18, 2023 and recorded at Book 2023, Page 12330 in the records of the Recorder of Pottawattamie County, Iowa ("First Amendment to MAA"); and

WHEREAS, the City and Developer desire to amend the Minimum Assessment Agreement a second time via this Amendment to make additional changes to the phases of the Minimum Improvements.

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

1. Interpretation. The foregoing recitals are hereby incorporated by reference as if fully set forth herein. Except as noted herein, all capitalized terms appearing herein and not otherwise defined herein shall have the meanings assigned to such terms in the Development Agreement or the Minimum Assessment Agreement, each as amended.

2. Revised Phases. To accommodate revisions to the Minimum Improvement phases, Section 1 of the Minimum Assessment Agreement is hereby replaced in its entirety with the following:.

1. Upon completion of construction of the above-referenced Minimum Improvements, but no later than the dates set forth in the table below, the minimum actual values, before rollback, which shall be fixed for assessment purposes for the improvements (building value only) to be constructed on the Development Property shall be not less than the values set forth below (hereafter referred to as the "Minimum Actual Values"):

Legal Description	**To Be Assessed Upon Completion, But No Later Than the Following Date:**	**Phase of Improvements**	**Minimum Actual Values (building value only):**
Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2026	**Phase I Improvements** – 1st Avenue Multi-Residential Apartments Portion	$10,473,337
Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2028	**Phase II -A Improvements** – 2nd Avenue Multi-Residential Apartments Portion	$3,442,066
Lot 3 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2028	**Phase II-B Improvements** – 1st Avenue Multi-Residential Apartments Portion	$10,473,337
		Phase II-C Improvements – 2nd Avenue Multi-Residential Apartments Portion	$3,143,338
Lot 1 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2029	**Phase III -A Improvements** - Multi-Residential Apartments Portion	$6,115,085
		Phase III -B Improvements - Commercial Portion	$3,225,977
		TOTAL	**$36,873,140**

The Minimum Actual Values shall continue to be effective until the Development Agreement's Termination Date (the "Assessment Agreement Termination Date"). The Minimum Actual Values shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. County Assessor Certification. The County Assessor has acknowledged the above changes in the certification attached to this Amendment.

4. Lienholder Consent to Amendment. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record for the Development Property as of the date of this Amendment, and all such lienholders have signed a consent to this Amendment in the form of the Lienholder Consent, which executed consents are attached hereto and made a part hereof.

5. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Minimum Assessment Agreement, as previously amended, shall remain in full force and effect and are hereby in all respects ratified and affirmed. No provisions of this Amendment are intended to, or shall be construed as, modifying the terms of the Development Agreement, as amended by the Second Amendment to the Purchase, Sale, and Development Agreement.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Amended Minimum Assessment Agreement as of the date first set forth above.

[Signature pages follow]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quackenbush, 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 Quackenbush, 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 Second Amendment to MAA – City of Council Bluffs]

34TH AND 1ST HOLDINGS, LLC,
an Iowa limited liability company

By: _____
K. C. Knudson, Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared K. C. Knudson to me personally known, who, being by me duly sworn, did say that he is the Manager of 34th and 1st Holdings, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Manager, as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Signature page to Second Amendment to MAA – 34th and 1st Holdings, LLC]

LIENHOLDER CONSENT
TO
SECOND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

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 Second Amendment to Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

_____
Name of Lienholder

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20___, before me the undersigned, a Notary Public in and for 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 said state

[add additional pages for each lienholder]

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

CERTIFICATION OF ASSESSOR
(SECOND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT)

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market values contained in the foregoing Second Amendment to Minimum Assessment Agreement appear reasonable, hereby certifies as follows:

Legal Description	**To Be Assessed Upon Completion, But No Later Than the Following Date:**	**Phase of Improvements**	**Minimum Actual Values (building value only):**
Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2026	**Phase I Improvements** – 1st Avenue Multi-Residential Apartments Portion	$10,473,337
Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2028	**Phase II -A Improvements** – 2nd Avenue Multi-Residential Apartments Portion	$3,442,066
Lot 3 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2028	**Phase II-B Improvements** – 1st Avenue Multi-Residential Apartments Portion	$10,473,337
		Phase II-C Improvements – 2nd Avenue Multi-Residential Apartments Portion	$3,143,338
Lot 1 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2029	**Phase III -A Improvements** - Multi-Residential Apartments Portion	$6,115,085
		Phase III -B Improvements - Commercial Portion	$3,225,977
		TOTAL	**$36,873,140**

_____
Assessor for the County of Pottawattamie, Iowa

Date: _____

STATE OF IOWA, COUNTY OF POTTAWATTAMIE)ss:

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

AMENDED EXHIBIT G
CERTIFICATE OF COMPLETION
LOT _____

WHEREAS, the City of Council Bluffs, Iowa ("City") and 34th and 1st Holdings, LLC, an Iowa domestic limited liability company ("Developer"), did on or about the _____ day of _____, 2021, make, execute, and deliver an Purchase, Sale, and Development Agreement (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within City and as more particularly described as follows:

Lot __ of the Main Line Subdivision, Council Bluffs, Iowa

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in Phases in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of all required Minimum Improvements on Lot ___ in a manner deemed by 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 Minimum Improvements on Lot ____ of 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 Minimum Improvements on Lot ___ of 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

[Signature page to Certification of Completion]

4923-5179-0969-1\10342-217

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A SECOND AMENDMENT TO THE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH 34TH AND 1ST HOLDINGS, LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing on December 15, 2025, at 7:00 P.M. in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Second Amendment (the "Amendment") to the Purchase, Sale, and Development Agreement with 34th and 1st Holdings, LLC (the "Developer").

Pursuant to the Agreement, the Developer agreed to construct certain Minimum Improvements, including the Phase I Improvements, Phase II Improvements, and the Phase III Improvements, on certain real property located within the West Broadway Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and the City agreed to provide certain incentives to the Developer in exchange for Developer's obligations under the terms and conditions of the Agreement.

The City and Developer desire to make additional changes to the terms of the Agreement, pursuant to the proposed Amendment, to: (1) modify the descriptions of the Phase I Improvements, Phase II Improvements, and the Phase III Improvements; and (2) make corresponding adjustments in other terms of the Agreement, including amending the Minimum Assessment Agreement.

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

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

Dated this _____ day of _____, 2025.

_____

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

(End of Notice)

4905-7633-0615-1\10342-217

Resolution 25-284

ITEM TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA
November 17, 2025
7:00 P.M.

West Broadway Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Second Amendment to the Purchase, Sale, and Development Agreement with 34th and 1st Holdings, 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 IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 17, 2025

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

_____

_____

Absent: _____

* * * * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A SECOND AMENDMENT TO THE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH 34TH AND 1ST HOLDINGS, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

RESOLUTION NO. 25-284

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A SECOND AMENDMENT TO THE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH 34TH AND 1ST HOLDINGS, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City of Council Bluffs, Iowa ("City") and 34th and 1st Holdings, LLC ("Developer") previously entered into a Purchase, Sale, and Development Agreement dated July 15, 2021 ("Agreement), as amended by a First Amendment dated as of December 18, 2023, pursuant to which, among other things, the Developer agreed to construct certain Minimum Improvements (as defined in the Agreement), including the Phase I Improvements, Phase II Improvements, and the Phase III Improvements, on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and the City agreed to provide certain incentives describes as "Blight Remediation Grants" to the Developer in exchange for Developer's obligations under the terms and conditions of the Agreement; and

WHEREAS, the City and Developer now desire to amend the Agreement pursuant to a proposed Second Amendment to the Agreement (the "Amendment") to: (1) modify the descriptions of the Phase I Improvements, Phase II Improvements, and the Phase III Improvements; and (2) make corresponding adjustments in other terms of the Agreement, including amending the Minimum Assessment Agreement; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M. on December 15, 2025, for the purpose of taking action on the matter of the proposal to enter into a Second Amendment to the Purchase, Sale, and Development Agreement with 34th and 1st Holdings, LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be

not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A SECOND AMENDMENT TO THE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH 34TH AND 1ST HOLDINGS, LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing on December 15, 2025, at 7:00 P.M. in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Second Amendment (the "Amendment") to the Purchase, Sale, and Development Agreement with 34th and 1st Holdings, LLC (the "Developer").

Pursuant to the Agreement, the Developer agreed to construct certain Minimum Improvements, including the Phase I Improvements, Phase II Improvements, and the Phase III Improvements, on certain real property located within the West Broadway Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and the City agreed to provide certain incentives to the Developer in exchange for Developer's obligations under the terms and conditions of the Agreement.

The City and Developer desire to make additional changes to the terms of the Agreement, pursuant to the proposed Amendment, to: (1) modify the descriptions of the Phase I Improvements, Phase II Improvements, and the Phase III Improvements; and (2) make corresponding adjustments in other terms of the Agreement, including amending the Minimum Assessment Agreement.

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

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

Dated this _____ day of _____, 2025.

_____

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

(End of Notice)

PASSED AND APPROVED this 17th day of November, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned City Clerk of the City of Council Bluffs, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 18th day of February, 2025.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

4918-1692-7095-1\10342-217

Council Communication

Department: Finance

Case/Project No.:

Subject/Title

September 2025 City Financial Reports

Background/Discussion

Staff Recommendation

Attachments

September 2025 Expenditures by All.pdf
September 2025 Receipts & Expenditures by Fund.pdf

Prepared by:
Approved by:

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

VENDOR	AMOUNT	DESCRIPTION
2ND WIND EXERCISE EQUIPMENT INC	$379.00	EQUIPMENT/PARTS
AA WHEEL & TRUCK SUPPLY LLC	$179.76	SUPPLIES
ABBEY EDWARDS	$50.00	PROFESSIONAL SVCS
ABC ELECTRIC INC.	$8,882.03	REPAIRS & MAINTENANCE
ACUSHNET COMPANY	$1,076.63	DODGE OPERATING EXPENSE
AETNA U S HEALTHCARE	$106.49	REFUND
AFTERMATH COLLISION CENTER	$2,850.00	REPAIRS & MAINTENANCE
AGRIVISION EQUIPMENT GROUP	$435.96	EQUIPMENT/PARTS
AHLERS & COONEY P.C	$10,005.00	LEGAL SERVICES
AK BROWN ENTERPRISES LLC	$40,510.00	EQUIPMENT/PARTS
AKSARBEN FENCE & GATE LLC	$6,980.00	SERVICE LABOR
ALL TRAFFIC DATA LLC	$5,400.00	EQUIPMENT/PARTS
ALLIED OIL & TIRE COMPANY	$1,401.33	SUPPLIES
AMBULANCE REFUNDS	$293.33	REFUND
AMERICAN BOTTLING COMPANY	$324.20	SUPPLIES
AMERICAN MESSAGING SERVICES LLC	$16.99	PHONE/INTERNET SVC
AMERICAN NATIONAL BANK	$30.00	BANK SERVICES
AMERITAS LIFE INS CORP	$39.48	DODGE OPERATING EXPENSE
AMEX	$31.41	MAC OPERATING EXPENSE
ANN TOSEL	$5.00	REFUND
AQUA-CHEM INCORPORATED	$1,495.20	SUPPLIES
ARNOLD MOTOR SUPPLY, LLP	$2,264.78	EQUIPMENT/PARTS
ARROW TOWING	$6,796.50	TOWING/STORAGE/AUCTION
ASI SYSTEMS INC	$80.26	RIVERS EDGE GARAGE EXPENSE
ATHLETICO EXCEL NEBRASKA LLC	$95.00	PROFESSIONAL SVCS
AXON ENTERPRISE INC	$18,770.00	TRAINING
BAKER & TAYLOR INC	$980.86	BOOKS/PERIODICALS/SUB
BD TURF CARDS LLC	$749.00	DODGE OPERATING EXPENSE
BENJAMIN RYAN	$98.00	REIMBURSEMENT
BERTELSMANN PUBLISHING GROUP, INC.	$416.08	DVD/AUDIO/CD
BGNE INC.	$465.13	SUPPLIES
BH MEDIA GROUP INC.	$954.30	ADVERTISEMENT
BILL'S WATER CONDITIONING INC	$170.83	SUPPLIES
BLACK HILLS UTILITY HOLDINGS, INC.	$5,780.72	NATURAL GAS
BLACK STRAP INC	$24,829.47	STREET MAINTENANCE SUPLS
BLACKBURN MANUFACTURING COMPANY	$781.76	SUPPLIES
BLACKHAWK CONSTRUCTION LLC	$103,525.99	CONSTRUCTION
BLAIR FREEMAN LLC	$2,250.00	CONSULTANT
BLUFFS ELECTRIC INC	$19,896.67	ELECTRICAL REPAIR
BLUFFS PAVING & UTILITY INC	$254,657.68	CONSTRUCTION
BOA	$224.52	MAC OPERATING EXPENSE
BOMGAARS SUPPLY INC	$672.98	SUPPLIES
BOO, INC.	$944.60	EQUIPMENT/PARTS
BOUND TO STAY BOUND BOOKS INC	$343.32	BOOKS/PERIODICALS/SUB
BREAD AND BUTTER US LLC	$4,800.00	PROFESSIONAL SVCS
BUILDING CRAFTS INC	$47,458.58	CONSTRUCTION
C & J INDUSTRIAL SUPPLY	$263.50	JANITORIAL SERVICE
CAESARS ENTERTAINMENT	$233,453.80	MAC OPERATING EXPENSE
CALLAWAY	$7,238.43	DODGE OPERATING EXPENSE
CANON SOLUTIONS AMERICA INC	$285.31	COPY/PRINTER MAINTANCE
CARLEY CONSTRUCTION LLC	$209,458.69	CONSTRUCTION
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY	$7,079.42	EQUIPMENT/PARTS
CENGAGE LEARNING INC	$283.64	BOOKS/PERIODICALS/SUB

CENTER POINT LARGE PRINT	$299.64	BOOKS/PERIODICALS/SUB
CENTURYLINK	$1,692.87	PHONE/INTERNET SVC
CFI TIRE SERVICE	$68.00	TIRE REPLACEMENT/REPAIR
CHAMPLIN TIRE RECYCLING INC	$7,938.00	TIRE DISPOSAL
CHARLES J DAILEY	$500.00	PUBLIC EVENTS
CHARLES VRANA & SON CONSTRUCTION CO	$30,000.00	CONSTRUCTION
CITY EMPLOYEE PAYROLL	$2,393,423.74	EMPLOYEE PAYROLL
CITY OF COUNCIL BLUFFS-DEPENDENT	$2,411.12	PAYROLL RELATED
CITY OF COUNCIL BLUFFS-FLEX	$10,901.22	PAYROLL RELATED
CLAY'S PUMP & EQUIPMENT COMPANY	$9,880.72	EQUIPMENT/PARTS
CLERK OF THE DISTRICT COURT	$810.53	PAYROLL RELATED
COLLECTION SERVICES CENTER	$6,000.70	PAYROLL RELATED
COLUMN SOFTWARE PBC	$91.94	LEGAL SERVICES
COMMISSION ACCREDITATION FOR LAW ENFORCEMENT	$3,940.00	PROFESSIONAL SVCS
COMPASS UTILITY LLC	$10,078.76	CONSTRUCTION
COMPLETE RESIDENTIAL SERVICES LLC	$88.28	REFUND
CONTINENTAL WESTERN GROUP	$5,039.91	DODGE OPERATING EXPENSE
CORNHUSKER INTERNATIONAL TRUCKS	$5,704.60	EQUIPMENT/PARTS
COUNCIL BLUFFS AIRPORT AUTHORITY	$16,966.53	AIRPORT AUTH TAX
COUNCIL BLUFFS WATER WORKS	$13,772.56	WATER
COUNCIL BLUFFS WINSUPPLY	$614.54	SUPPLIES
COX BUSINESS	$725.13	DODGE OPERATING EXPENSE
COX BUSINESS SERVICES	$327.05	RIVERS EDGE GARAGE EXPENSE
COX COMMUNICATION INC	$13,100.46	PHONE/INTERNET SVC
CRANE EQUIPMENT & SERVICE OF ILLINOIS, INC.	$400.00	EQUIPMENT/PARTS
CRITEX LLC/MR MANHOLE	$200.94	EQUIPMENT/PARTS
CROUCH RECREATION INC	$4,860.00	EQUIPMENT/PARTS
D & D CONSTRUCTION SERVICES INC	$20,080.50	CONSTRUCTION
DALES TRASH SERVICE INC	$7,243.00	RENTAL EXPS
DAN BECKMANN	$3,629.52	JANITORIAL SERVICE
DANIEL BETTMANN	$38.08	REIMB EMPLOYEE EXPENSE
DATASHIELD CORPORATION	$122.21	SERVICE LABOR
DAVID C ANDERSEN	$1,060.00	CONSTRUCTION
DAVID E WELLS	$250.00	PUBLIC EVENTS
DAVID M WRIGHT II	$736.32	PROFESSIONAL SVCS
DAVIS EQUIPMENT CORPORATION	$926.42	EQUIPMENT/PARTS
DAYNA JENSEN	$15.00	REFUND
DENVER SICKLER	$15.00	REFUND
DERRICK D STOTT	$315.00	REFUND
DIGITECH COMPUTER LLC	$28,134.80	AMBULANCE BILLING FEE
DINGES PARTNERS GROUP LLC	$70,484.48	SAFETY EQUIP & MAINTENANCE
DK PRODUCTS	$414.25	DODGE OPERATING EXPENSE
DMG INC	$1,603.30	ELECTRICAL REPAIR
DODGE BANK & CC FEES	$3,408.94	DODGE OPERATING EXPENSE
DODGE PAYROLL	$64,835.65	DODGE OPERATING EXPENSE
DODGE SALES TAX	$6,273.68	DODGE OPERATING EXPENSE
DOLL DISTRIBUTING LLC	$4,599.90	DODGE OPERATING EXPENSE
DOLL DISTRIBUTION	$706.16	MAC OPERATING EXPENSE
DONALD GILLESPIE	$700.00	CONSULTANT
DONALD W MATHEWS	$2,163.80	VEHICLE REPAIR
DOSTALS CONSTRUCTION CO INC	$84,831.67	CONSTRUCTION
DPS LLC	$42,310.76	CONTRACT AGREEMENT
DRAKE-WILLIAMS STEEL INC	$2,758.40	REPAIRS & MAINTENANCE
DUO SAFETY LADDER CORPORATION	$283.10	SUPPLIES
DXP ENTERPRISES INC	$617.94	EQUIPMENT/PARTS
DYLAN ROHDE	$200.00	PROFESSIONAL SVCS
EAGLE TIRE DISTRIBUTORS	$620.64	TIRE REPLACEMENT/REPAIR
ECHO GROUP	$2,080.63	SUPPLIES
ECOSOLUTIONS INC	$506.00	SUPPLIES

ECO-STORAGE INVESTMENTS INC	$50,523.93	SOLID WASTE DISPOSAL
EDWARDS CHEVROLET-CADILLAC INC	$4,390.07	EQUIPMENT/PARTS
EFTPS	$636,287.53	PAYROLL RELATED
EHRHART GRIFFIN & ASSOCIATES INC	$39,181.75	CONSULTANT
EJS SUPPLY INC	$1,078.96	SUPPLIES
ELAVON INC	$490.83	FEES
EMPLOYERS MUTUAL CASUALTY COMPANY	$110,012.83	INSURANCE
EOCENE ENVIRONMENTAL GROUP INC	$24,130.17	PROFESSIONAL SVCS
EQUITABLE RETIREMENT SERVICE SOLUTIONS	$116,391.41	PAYROLL RELATED
ERIN M MCCARTNEY	$394.00	PAYROLL RELATED
ERRIN K GUNDERSON	$2,562.00	MOWING/GROUNDS MAINT
FACTORY MOTOR PARTS	$2,936.84	EQUIPMENT/PARTS
FELD FIRE	$453.84	EQUIPMENT/PARTS
FELSBURG HOLT & ULLEVIG INC	$85,367.90	PROFESSIONAL SVCS
FIELD CO LLC	$150.00	PUBLIC EVENTS
FINTECH	$20.00	DODGE OPERATING EXPENSE
FIRST NATIONAL BANK P CARDS	$3,481.71	DODGE OPERATING EXPENSE
FIRST WIRELESS INC	$1,266.06	EQUIPMENT/PARTS
FLOCK GROUP INC	$66,000.00	EQUIPMENT/PARTS
FLOTEC INC	$1,651.08	SAFETY EQUIP & MAINTENANCE
FORTE PAYMENT SYSTEMS INC	$2,744.72	EQUIPMENT/PARTS
FROST SOLUTIONS, LLC	$18,090.00	EQUIPMENT/PARTS
GALLS PARENT HOLDING, LLC	$25.60	EQUIPMENT/PARTS
GAZAWAY & ASSOCIATED INC	$45,159.00	EQUIPMENT/PARTS
GENIE SERVICES LLC	$1,470.00	PEST CONTROL
GERMANIA SEED COMPANY	$426.90	SUPPLIES
GLOBAL PAYMENTS DIRECT, INC	$24,026.31	CREDIT CARD CHGS
GRANICUS LLC	$41,636.08	SUBSCRIPTION
GREAT AMERICA FINANCIAL SERV	$113.42	DODGE OPERATING EXPENSE
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	$5,573.98	PHONE/INTERNET SVC
GREAT PLAINS UNIFORMS	$6,138.43	UNIFORMS
GRP & ASSOCIATES	$87.00	SUPPLIES
HARMS OIL COMPANY	$28,448.48	FUEL
HDR ENGINEERING INC	$1,714.44	PROFESSIONAL SVCS
HEARTLAND CO-OP	$1,414.50	FUEL
HEARTLAND TIRES & TREADS INC	$3,943.89	TIRE REPLACEMENT/REPAIR
HEARTLAND TOXICOLOGY	$385.80	PROFESSIONAL SVCS
HEATHER JONES	$500.00	PUBLIC EVENTS
HERITAGE LANDSCAPE SUPPLY GROUP INC	$6,943.54	SUPPLIES
HGM ASSOCIATES INC	$85,319.41	CONSULTANT
HILDRETH LANDSCAPE INC	$3,300.00	REPAIRS & MAINTENANCE
HISTORICAL INFORMATION GATHERERS INC	$1,530.00	HARDWARE/SOFTWARE
HR GREEN INC	$6,918.75	CONSULTANT
HUBWISE TECHNOLOGY INC	$318.86	RIVERS EDGE GARAGE EXPENSE
HY VEE, INC.	$2,707.00	PROPERTY ACQUISITION
HYCU, INC.	$27,120.00	SUBSCRIPTION
I-80 LIQUOR	$2,742.53	DODGE OPERATING EXPENSE
IA MILLWORK LLC	$3,420.00	REPAIRS & MAINTENANCE
IMEG CONSULTANTS CORP	$9,405.00	CONSULTANT
INGERSOLL-RAND COMPANY	$157.08	EQUIPMENT/PARTS
INGRAM LIBRARY SERVICES LLC	$1,667.56	BOOKS/PERIODICALS/SUB
INLAND TRUCK PARTS COMPANY INC	$8,242.98	EQUIPMENT/PARTS
INSIGHT PUBLIC SECTOR INC	$29,994.89	HARDWARE/SOFTWARE
INTECONNEX LLC	$22,732.82	EQUIPMENT/PARTS
INTERNATIONAL ASSOCIATION	$1,225.00	DUES/MEMBERSHIP
IOWA COMMUNICATIONS NETWORK	$779.10	PHONE/INTERNET SVC
IOWA DEPARTMENT OF PUBLIC SAFETY	$300.00	TRAINING
IOWA DEPARTMENT OF REVENUE	$2,337.91	MAC OPERATING EXPENSE
IOWA DEPT OF REVENUE	$103,167.00	PAYROLL RELATED

IOWA DEPT OF TRANSPORTATION	$0.00	CONSULTANT
IOWA PRISON INDUSTRIES	$8,990.87	SUPPLIES
IOWA STORMWATER EDUCATION	$6,385.00	DUES/MEMBERSHIP
IOWA WASTE SERVICES HOLDINGS INC	$49,969.46	SOLID WASTE DISPOSAL
IOWA WATER ENVIRONMENT ASSOCIATION	$125.00	TRAINING
IPERS	$248,664.69	PAYROLL RELATED
J & J SMALL ENGINE SERVICE	$150.00	EQUIPMENT/PARTS
J & R LIQUOR	$793.76	MAC OPERATING EXPENSE
JACOB LEGGETT	$467.60	REIMB EMPLOYEE EXPENSE
JCI INDUSTRIES, INC.	$10,200.94	EQUIPMENT/PARTS
JEFF R BREMER	$350.00	PUBLIC EVENTS
JEFFREY T KOUBA	$51.00	PROFESSIONAL SVCS
JEFF'S WASH & GLO LTD	$1,620.00	REPAIRS & MAINTENANCE
JEO CONSULTING GROUP INC	$5,967.20	CONSULTANT
JOHNSTONE SUPPLY	$346.64	RIVERS EDGE GARAGE EXPENSE
JONES AUTOMOTIVE	$374.22	EQUIPMENT/PARTS
JOSEPH C LEONE	$400.00	PUBLIC EVENTS
JUAN R HERNANDEZ	$900.00	PUBLIC EVENTS
K2 REAL ESTATE DEVELOPMENT LLC	$50,676.70	CONSTRUCTION
KAYS CUSTOMS LLC	$800.00	SERVICE LABOR
KELLI KYLE	$1,090.00	MOWING/GROUNDS MAINT
KELLY SUPPLY COMPANY	$417.65	EQUIPMENT/PARTS
KEVIN MICHAEL JONES	$350.00	CONSULTANT
KINGHORN HORTICULTURAL SERV	$518.95	RIVERS EDGE GARAGE EXPENSE
KRISTINE L SINCLAIR	$75.00	LIBRARY PREFORMANCES
KUSSMAUL ELECTRONICS LLC	$918.54	SUPPLIES
LAFUENTE BUSINESS CENTER	$50.00	REFUND
LANDSCAPES GOLF MANAGEMENT	$6,368.58	DODGE OPERATING EXPENSE
LAWSON PRODUCTS INC	$4,998.25	SUPPLIES
LIBRARY REFUNDS	$34.00	REFUND
LIGHTSPEED	$966.55	DODGE OPERATING EXPENSE
LOGAN CONTRACTORS SUPPLY INC	$1,700.00	SUPPLIES
LORETTA GOESCHEL	$13.30	REIMB EMPLOYEE EXPENSE
LOS ANGELES DETOX INC	$611.68	PROFESSIONAL SVCS
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$8,060.32	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$340.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$4,625.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$1,350.00	PAYROLL RELATED
LYMAN RICHEY SAND & GRAVEL COMPANY	$57,590.18	STREET MAINTENANCE SUPLS
LYNCH DALLAS, P.C.	$600.00	ATTORNEY FEES
M & R WELDING	$436.00	WELDING SUPPLIES/SERVICE
MACQUEEN EQUIPMENT, LLC	$7,885.91	EQUIPMENT/PARTS
MARCO HOLDINGS, LLC	$12,318.61	COPY/PRINTER MAINTANCE
MARTIN RESOURCE MANAGEMENT	$296.00	SUPPLIES
MATHESON TRI GAS INC.	$52.38	SUPPLIES
MAX I WALKER UNIFORM & APPAREL	$2,472.87	UNIFORMS
MCCLURE ENGINEERING CO	$12,285.75	ENGINEERING
MCMULLEN FORD INC	$205.53	EQUIPMENT/PARTS
MECHANICAL SALES INC.	$4,240.95	SUPPLIES
MECO-HENNE CONTRACTING INC	$810,233.01	CONSTRUCTION
MEGAN MALONE	$500.00	PUBLIC EVENTS
MELLEN & ASSOCIATES INC	$8,528.40	EQUIPMENT/PARTS
MES I ACQUISITION INC	$513.00	EQUIPMENT/PARTS
METOLIUS LLC	$919.00	DODGE OPERATING EXPENSE
METRO WASTE AUTHORITY	$6,637.65	SERVICE LABOR
MFPRSI	$545,501.73	PAYROLL RELATED
MICHAEL O'BRADOVICH	$1,800.00	LEGAL SERVICES
MID AMERICAN ENERGY CO	$915.85	RIVERS EDGE GARAGE EXPENSE
MID AMERICAN ENERGY CO	$900.29	RIVERS EDGE GARAGE EXPENSE

MID AMERICAN SIGNAL INC	$7,342.00	EQUIPMENT/PARTS
MID-AMERICA CLEANING SYSTEMS INC	$346.66	EQUIPMENT/PARTS
MIDAMERICAN ENERGY COMPANY	$187.69	ELECTRICITY
MIDGARD CRANE & TREE SERVICE LLC	$2,750.00	TREE WORK
MIDLANDS HUMANE SOCIETY	$13,280.75	CONTRACT AGREEMENT
MIDWEST MUDJACKING INC	$4,470.00	REPAIRS & MAINTENANCE
MIDWEST RESEARCH & SETTLEMENT SERVICES, INC.	$200.00	PROFESSIONAL SVCS
MIDWEST TAPE, LLC	$5,784.79	DVD/AUDIO/CD
MIDWEST TURF & IRRIGATION	$2,013.22	EQUIPMENT/PARTS
MIDWEST TURF & IRRIGATION	$2,091.46	DODGE OPERATING EXPENSE
MIDWEST WHEEL COMPANIES	$522.47	EQUIPMENT/PARTS
MILLARD METAL SERVICES INC	$9,068.00	SUPPLIES
MITCHELL AND ASSOCIATES INC	$2,500.00	CONSULTANT
MOBOTREX INC	$36,400.00	STREET MAINTENANCE SUPLS
MONTGOMERY WILSON	$41.25	REFUND
MOST DEPENDABLE FOUNTAINS INC	$5,365.00	EQUIPMENT/PARTS
MOTION INDUSTRIES INCORPORATED	$1,079.83	SUPPLIES
MOTOROLA SOLUTIONS INC	$15,269.88	EQUIPMENT/PARTS
MUNICIPAL PIPE TOOL CO LLC	$0.00	EQUIPMENT/PARTS
MURPHY TRACTOR & EQUIPMENT CO CORP	$2,072.10	EQUIPMENT/PARTS
NANCY N PIETRZAK	$120.00	PUBLIC EVENTS
NAPA AUTO PARTS	$4,593.71	EQUIPMENT/PARTS
NATIONAL ASSOC OF LETTER CARRIERS HEALTH PLAN	$923.00	REFUND
NATIONAL CONCRETE CUTTING INC	$1,481.15	REPAIRS & MAINTENANCE
NEBRASKA AIR FILTER INC	$1,069.68	SUPPLIES
NEBRASKA CHILD SUPPORT PAYMENT CTR	$1,325.56	PAYROLL RELATED
NEBRASKA GOLF AND TURF	$1,557.74	DODGE OPERATING EXPENSE
NEBRASKA IOWA SUPPLY CO INC	$4,082.63	FUEL
NEBRASKA TEXTILE AND SUPPLY	$269.25	DODGE OPERATING EXPENSE
NMC INC.	$127.49	EQUIPMENT/PARTS
NODDLE DEVELOPMENT CO	$2,875.00	RIVERS EDGE GARAGE EXPENSE
NODDLE DEVELOPMENT CO	$1,000.00	RIVERS EDGE GARAGE EXPENSE
NODDLE DEVELOPMENT COMPANY	$10,693.92	CONSULTANT
NODDLE SERVICES LLC	$759.70	RIVERS EDGE GARAGE EXPENSE
NODDLE SERVICES LLC	$395.90	RIVERS EDGE GARAGE EXPENSE
NODDLE SERVICES LLC	$386.09	RIVERS EDGE GARAGE EXPENSE
NODDLE SERVICES LLC	$493.54	RIVERS EDGE GARAGE EXPENSE
NUCO PUMP SALES & SERVICE	$80.25	DODGE OPERATING EXPENSE
OMAHA DOOR & WINDOW CO INC	$899.31	REPAIRS & MAINTENANCE
OMAHA TRUCK CENTER COMPANY INC.	$6,792.72	EQUIPMENT/PARTS
OMNI ENGINEERING	$6,827.69	STREET MAINTENANCE SUPLS
ON PAPER LLC	$10,590.00	SUPPLIES
ONE SOURCE THE BACKGROUND CHECK COMPANY	$285.30	CONSULTANT
OSAGE INDUSTRIES INC	$623.00	EQUIPMENT/PARTS
OVERDRIVE INC	$1,141.70	BOOKS/PERIODICALS/SUB
PARAMOUNT GAS PRODUCTS LLC	$1,768.00	SAFETY EQUIP & MAINTENANCE
PATRICK G BARTOS	$24,000.00	CONSTRUCTION
PAYROLL	$99,736.53	MAC OPERATING EXPENSE
PEPSI BEVERAGES CO	$1,803.97	DODGE OPERATING EXPENSE
PER MAR SECURITY & RESEARCH CORP	$898.40	ALARM SECURITY
PERFECTION PLUS	$7,818.41	JANITORIAL SERVICE
PHILIP BRAINARD	$3,725.00	PROFESSIONAL SVCS
PHILIP L ASCHEMAN	$750.00	CONSULTANT
PHYSICIANS CLINIC INC	$791.00	CONSULTANT
PITNEY BOWES GLOBAL FINANCIAL LLC	$975.18	POSTAGE & PRINTING
PITNEY BOWES INC.	$2,500.00	POSTAGE & PRINTING
POLK COUNTY SHERIFF	$1,473.71	PAYROLL RELATED
POM INCORPORATED	$1,186.40	EQUIPMENT/PARTS
POTTAWATTAMIE COUNTY CLERK OF COURT	$80.00	COURT COSTS

POTTAWATTAMIE COUNTY JAIL	$2,200.00	REFUND
POTTAWATTAMIE COUNTY SHERIFF	$8,670.00	INMATE COST
POWERTECH	$4,655.00	ELECTRICAL REPAIR
PREMIER	$451.86	MAC OPERATING EXPENSE
PREMIER GLAZER'S BEVS	$2,485.40	DODGE OPERATING EXPENSE
PRESTO X	$76.13	RIVERS EDGE GARAGE EXPENSE
PRIME COMMUNICATIONS INC	$986.95	HARDWARE/SOFTWARE
PRINCIPAL	$923.68	DODGE OPERATING EXPENSE
PURITAN MANUFACTURING INCORPORATED	$350.00	SUPPLIES
PUSH PEDAL PULL INC	$10,434.00	EQUIPMENT/PARTS
RAILROAD MANAGEMENT COMPANY III LLC	$417.05	LEASE
RASMUSSEN MECHANICAL SERVICES INC	$14,823.02	EQUIPMENT/PARTS
RDG PLANNING & DESIGN	$7,064.00	CONSULTANT
RED LIGHT REFUNDS	$385.00	REFUND
RELIANT FIRE APPARATUS INC	$4,041.19	EQUIPMENT/PARTS
RESOURCE RENTAL CENTER INC	$1,080.80	RENTAL EXPS
RIVERS EDGE BANK CHARGES	$50.50	RIVERS EDGE GARAGE EXPENSE
RIVERS EDGE MASTER PROP OWNERS ASSOC	$2,272.84	RIVERS EDGE GARAGE EXPENSE
RJN GROUP	$7,689.00	ENGINEERING
RODNEY JOHNSON	$9,166.66	SERVICE LABOR
RONALD L STAZZONI	$4,740.00	PROPERTY ACQUISITION
ROTELLAS ITALIAN BAKERY	$503.56	DODGE OPERATING EXPENSE
RPL UTILITY LLC	$2,304.00	CONSTRUCTION
SAFETY KLEEN SYSTEMS, INC	$1,677.40	SERVICE LABOR
SAPP BROTHERS INC	$551.82	FUEL
SCALES SALES & SERVICE LLC	$545.00	EQUIPMENT/PARTS
SCHINDLER ELEVATOR CORPORATION	$415.88	REPAIRS & MAINTENANCE
SCOTT L WHITE	$600.00	PROFESSIONAL SVCS
SCOTT M POPE	$300.00	REIMB EMPLOYEE EXPENSE
SECURITY EQUIPMENT INCORPORATED	$1,422.30	ALARM SECURITY
SHERWIN WILLIAMS	$124.35	SUPPLIES
SMA ENTERPRISES INC.	$291.63	EQUIPMENT/PARTS
SOUTHWEST IOWA PLANNING COUNCIL	$9,655.00	TRANSIT SERVICES
ST LUKE'S HEALTH RESOURCES	$65.00	CONSULTANT
STATE OF IOWA	$50.00	TRAINING
STEARNS CONRAD AND SCHMIDT	$1,506.25	CONSULTANT
STONCOR GROUP INC	$24,750.00	REPAIRS & MAINTENANCE
STUDIO 15 COMMERCIAL INTERIORS INC	$82,734.42	PROFESSIONAL SVCS
SUBSURFACE SOLUTIONS	$11,273.00	EQUIPMENT/PARTS
SUNOCO LP	$39,107.24	FUEL
SUSPENSION SHOP INC	$1,608.44	EQUIPMENT/PARTS
SWAB WAGON COMPANY INC	$22,145.00	EQUIPMENT/PARTS
SYSCO LINCOLN	$9,785.41	DODGE OPERATING EXPENSE
T MOBILE USA INC	$323.90	PHONE/INTERNET SVC
TECH INC	$103.73	SUPPLIES
TED'S MOWER SALES & SERVICE INC	$758.00	EQUIPMENT/PARTS
TG TECHNICAL SERVICES LLC	$1,205.00	REPAIRS & MAINTENANCE
THE ABY MANUFACTURING GROUP INC	$204.70	SUPPLIES
THE CHARLES MACHINE WORKS INC	$3,729.74	EQUIPMENT/PARTS
THE DAVEY TREE EXPERT COMPANY	$24,825.00	TREE WORK
THE DOLLYWOOD FOUNDATION	$4,225.33	BOOKS/PERIODICALS/SUB
THE RETROFIT COMPANIES INC	$5,544.43	SERVICE LABOR
TIREHUB, LLC	$893.76	EQUIPMENT/PARTS
TITLECORE NATIONAL LLC	$30,000.00	CONTRACT AGREEMENT
TK ELEVATOR CORPORATION	$206.20	PROFESSIONAL SVCS
TOMASEK MACHINE SHOP INC	$390.46	REPAIRS & MAINTENANCE
TOYNE INC	$1,539.71	EQUIPMENT/PARTS
TRAFFIC & PARKING CONTROL CO	$223.46	HARDWARE/SOFTWARE
TRANE U.S. INC	$6,767.00	REPAIRS & MAINTENANCE
TREASURER STATE OF IOWA/SALES TAX	$49,392.21	SALES TAX

TREEHOUSE PHASE I LLC	$108,106.37	GRANT REIMBURSEMENT
TWO RIVERS INSURANCE COMPANY, INC.	$1,181,449.80	EMPLOYEE INSURANCE
U.S. VENTURE, INC.	$4,848.46	EQUIPMENT/PARTS
UKG KRONOS SYSTEMS	$3,968.75	HARDWARE/SOFTWARE
ULINE	$1,132.52	SUPPLIES
UMR	$1,192.02	DODGE OPERATING EXPENSE
UNDERGROUND LOCATION COMPANY	$1,740.30	PROFESSIONAL SVCS
UNITED PARCEL SERVICE	$19.29	FREIGHT/POSTAGE
UNITED STATES POSTAL SERVICE	$1,365.35	FREIGHT/POSTAGE
UPTOWN STAFFING INC	$3,037.50	CONTRACT AGREEMENT
US BANK	$139,807.35	CREDIT CARD PURCHASES
VALLEY CORPORATION	$1,556,648.87	CONSTRUCTION
VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS	$18,325.00	EQUIPMENT/PARTS
VERIZON WIRELESS SERVICES LLC	$6,057.46	CELL PHONE
VIA TRANSPORTATION INC	$30,500.00	TRANSIT SERVICES
VIKING AUTOMATIC SPRINKLER CO	$246.10	RIVERS EDGE GARAGE EXPENSE
VISION INDUSTRIAL SALES INC	$2,827.69	SUPPLIES
VULCAN INDUSTRIES INCORPORATED	$586.00	SUPPLIES
W.W. GRAINGER, INC.	$5,696.04	EQUIPMENT/PARTS
WASTE CONNECTIONS OF IOWA	$285,028.31	HOUSEHOLD TRASH
WASTE CONNECTIONS OF IOWA	$287.28	DODGE OPERATING EXPENSE
WASTE CONNECTIONS OF NEBRASKA INC	$3,766.54	SOLID WASTE DISPOSAL
WATER ENGINEERING INC	$628.06	MOWING/GROUNDS MAINT
WELLS FARGO FINANCIAL LEASING INC	$364.00	LEASE
WEST BROADWAY CLINIC P C	$290.00	MEDICAL SERVICES
WEST PUBLISHING CORPORATION	$1,572.48	SUBSCRIPTION
WESTERN ENGINEERING COMPANY INC	$26,883.73	CONSTRUCTION
WHCC OF OMAHA, INC.	$22.26	EQUIPMENT/PARTS
WILLIAM E CARPENTER JR	$71.96	REIMB EMPLOYEE EXPENSE
YANT EQUIPMENT	$155.15	REPAIRS & MAINTENANCE
YMCA OF GREATER OMAHA	$470.00	DUES/MEMBERSHIP
ZIMCO SUPPLY CO	$339.00	DODGE OPERATING EXPENSE
ZIMCO SUPPLY COMPANY	$4,232.50	SUPPLIES
TOTAL	**$11,605,980.50**	

City of Council Bluffs

Receipts by Fund
For the Month of September FY26

General Fund	4,727,892.54
Special Revenue	2,935,283.08
Debt Service	199,851.34
Capital Project	8,501,499.50
Enterprise	1,939,106.33
Total Receipts	**18,303,632.79**

Expenditures by Fund
For the Month of September FY26

General Fund	6,518,953.55
Special Revenue	785,203.28
Debt Service	0.00
Capital Project	3,396,867.16
Enterprise	904,956.51
Total Expenditures	**11,605,980.50**

Transfer from City Operating Accounts
For the Month of September FY26

to Mid America Center	0.00
to Dodge Riverside	0.00
to RE Parking Garage	14,000.00
Total Transfers	**14,000.00**

Council Communication

Department: City Clerk

Case/Project No.:

Subject/Title

Claims

Background/Discussion

Staff Recommendation

Attachments

11-17-25 claims.pdf

Prepared by: Amanda Kopera
Approved by:

3.G

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

CITY CLAIM NO. 25-PW-2308

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: KENNETH G. LANE DAY PHONE [redacted]

ADDRESS: [redacted] DOB [redacted]

DATE & TIME OF LOSS/ACCIDENT 10-05-25

LOCATION OF LOSS/ACCIDENT 21 KENMORE AVE. C.B. IA 51503

DESCRIPTION OF LOSS/ACCIDENT WATER & MUD DAMAGE CAUSED ASPHALT DAM BUILT BY BLUFFS PAVING. THE DELUGE OF RAIN & MUD WAS DIVERTED INTO MY FRONT & SIDE YARD VIA THE ASPHALT RAMP FACILITATING THE NEW NEIGHBORS DRIVE (USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: $ STILL COUNTING AS CLEANUP & REPAIR CONTINUES!

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

[redacted]

WAS POLICE REPORT FILED ____ YES ✓ NO [redacted]

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

HAVE YOU RESUMED NORMAL ACTIVITIES? ____ YES ____ NO

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

LIST INSURANCE PROVIDER AND COVERAGE. [redacted]

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

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

CLERK RCVD

10-29-25
DATE

Kenneth G. Lane
CLAIMANT'S SIGNATURE

31 OCT 25

→ OVER →

RECEIVED
OCT 31 2025
CITY ATTORNEY'S OFFICE
PM 1:59

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

CITY CLAIM NO. 25-PW-2307

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Nichole Ingram DAY PHON [redacted]

ADDRESS: [redacted] DOB: _____

DATE & TIME OF LOSS/ACCIDENT: 2025-08-18

LOCATION OF LOSS/ACCIDENT: 302 N Sierra Dr Council Bluffs IA 51503

DESCRIPTION OF LOSS/ACCIDENT: See attached

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: $ $14,242, plus additional amount determined by independent contractor For damage done to yard And home value

WITNESS(ES) (Name(s), Address(es), Phone No(s). [redacted]

WAS POLICE REPORT FILED ____ YES X NO [redacted]

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

HAVE YOU RESUMED NORMAL ACTIVITIES? ____ YES ____ NO

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

2025 OCT 29 PM3:00

RECEIVED
OCT 29 2025
CITY ATTORNEY'S OFFICE
CITY CLERK RCVD

LIST INSURANCE PROVIDER AND COVERAG [redacted]

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

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

2025-10-28
DATE

Nichole Ingram
CLAIMANT'S SIGNATURE

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

CITY CLAIM NO. 25-PW-2306

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Maureen M. McDermott DAY PHONE: [redacted]

ADDRESS: [redacted]

DATE & TIME OF LOSS/ACCIDENT: 10/14 started @ ~ 2 pm cst

LOCATION OF LOSS/ACCIDENT: 45 Kenmore Ave Council Bluffs, IA 51503

DESCRIPTION OF LOSS/ACCIDENT: House shook and shuddered on left side when Huge machine was in street & drive way area of my house. Floor and walls shaking back entry yard shuddering, I started to smell Gas (USE BACK OF FORM, IF NECESSARY) & went through evening and outside by the gas meter

TOTAL DAMAGES CLAIMED: $ $2,103.23

WITNESS(ES) (Name(s), Address(es), Phone No(s).) [redacted] and my neighbors

WAS POLICE REPORT FILED ____ YES ✓ NO

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

HAVE YOU RESUMED NORMAL ACTIVITIES? ✓ YES ____ NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION: I had NO heat or hot water for 5 days it was terrible My 88 year old disabled deaf mother (now) suffered. I have attached to Bills to fully replace

LIST INSURANCE PROVIDER AND COVERAGE: Homeowners - Basic [redacted] my gas line is out Stop inside + there will be additional cost to Fix the damage to walls ceiling where new gas pipes had to go in. + any Foundation cracks or damage from this found later.

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

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

10/22/25
DATE

Maureen M. McDermott
CLAIMANT'S SIGNATURE

RECEIVED
OCT 22 2025
CITY ATTORNEY'S OFFICE

There may be structural damage done here as well. TO Be determined

RECEIVED
2025 OCT 23
PM 2:00

Council Communication

Department: Community Development

Case/Project No.: ZC-25-006

Subject/Title

Ordinance 6659
Ordinance to amend the zoning map as adopted by reference in Section 15.27.020, by rezoning 473 acres (m/l) of land legally described as being part of Sections 29-74-43 and 32-74-43, City of Council Bluffs, Pottawattamie County, Iowa and part of Sections 5-73-43 and 6-73-43, City Of Council Bluffs, Mills County, Iowa (and being more particularly described in the Council packet) from a mixture of A-3/River Front and Agricultural Production District (Pottawattamie County), I-1/Limited Industrial District (Pottawattamie County), I-2/General Industrial District (Pottawattamie County), and I/Industrial District (Mills County) to a mixture of A-2/Parks, Estates and Agricultural District (City), C-2/Commercial District (City), and I-2/General Industrial District (City) as defined in Chapters 15.05, 15.15 and 15.21. ZC-25-006

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: Location/Zoning Map â€“ Case #ZC-25-006
Attachment B: Future Land Use Map â€“ Case #CP-25-001
Attachment C: Legal Description â€“ Case #AN-25-001
Attachment D: Legal Description â€“ Case #ZC-25-006
Attachment E: Legal Description â€“ Case #CP-25-001
Notice of Public Hearing
6659.docx

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

4.A

City Council Communication

Department: Community Development CASES #ZC-25-006 & #CP-25-001 Applicant: City of Council Bluffs 209 Pearl Street Council Bluffs, Iowa 51503 Property Owners: City of Council Bluffs 209 Pearl Street Council Bluffs, Iowa 51503 Scott Glenn 206 Timber Drive Council Bluffs, Iowa 51503 Kinze Melvin Williams 11003 192nd Street Council Bluffs, Iowa 51503 Jimmie David Leggett 10265 192nd Street Council Bluffs, Iowa 51503 Lyman-Richey Corporation 2625 South 158th Plaza Omaha, NE 68130 Oak Valley, LLC 1673 200th Street Red Oak, IA 51566 QRS Investments, LLC P.O. Box 336 Council Bluffs, IA 51502 Cattlemen's Heritage Beef Company 666 Walnut Street, Suite 203 Des Moines, IA 50309 Beverly Realty LLC 4655 North Colorado Boulevard Denver, CO 80216 BNSF Railway Company P.O. Box 961051 Fort Worth, TX 76161	Ordinance No. _____ Resolution No. _____	**City Council** CASE #ZC-25-006 1st Consideration: 11/3/2025 2nd Consideration: 11/17/2025 3rd Consideration: 12/15/2025 CASE #CP-25-001: 11/3/2025 Planning Commission: 10/14/2025

Subject/Title

Request: Public hearing on the request of the City of Council Bluffs to rezone 473 acres (m/l) of land legally described as being part of Sections 29-74-43 and 32-74-43, City of Council Bluffs, Pottawattamie County, Iowa and part of Sections 5-73-43 and 6-73-43, City of Council Bluffs, Mills County, Iowa (and being more particularly described in Attachment 'D') from a mixture of A-3/River Front and Agricultural Production District (Pottawattamie County), I-1/Limited Industrial District (Pottawattamie County), I-2/General Industrial District (Pottawattamie County), and I/Industrial District (Mills County) to a mixture of A-2/Parks, Estates and Agricultural District (City), C-2/Commercial District (City), and I-2/General Industrial District (City); and public hearing on the request of the City of Council Bluffs to amend the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying properties legally described as being part of Sections 5-73-43 and 6-73-43, City of Council Bluffs, Mills County, Iowa (and being more particularly described in Attachment 'E') from 'Industrial' (Mills County) to 'Light Industrial' (City).

Location: Land generally lying south of Pony Creek and east of South 192nd Street to the intersection of South 192nd Street/Bunge Avenue and westerly to an area lying northwest of the intersection of Bunge Avenue/189th Street.

Background

On April 7, 2025, City Council passed Resolution No. 25-100 approving the voluntary annexation with owners in opposition of 437 acres (m/l) of land lying south of Pony Creek and east of South 192nd Street to the intersection of South 192nd Street/Bunge Avenue and westerly to an area lying northwest of the intersection of Bunge Avenue/189th Street. The State notified the City that the approval process for the voluntary annexation was completed on May 29, 2025. As per Section 15.27.030, Annexed Territory, of the Council Bluffs Municipal Code (Zoning Ordinance), newly annexed land retains the same zoning classification that it had prior to annexation until the City completes legislative action to rezone the property. At this time, the City of Council Bluffs will proceed with the process to rezone the newly annexed territory to an appropriate City zoning classification. Additionally, the City of Council Bluffs is proposing to amend the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) to assign a future land use designation to the properties recently annexed into the City located in Mills County.

CASE #ZC-25-006

The Council Bluffs Community Development Department proposes to rezone each newly annexed parcel as follows:

Pottawattamie County				
Parcel ID #	**Owner**	**Existing Land Use**	**Current Zoning**	**Proposed Zoning**
744329300011	Scott Glenn	Farming operation (cattle)	A-3/River Front and Agricultural Production District	A-2/Parks, Estates and Agricultural District
744329300008	Kinze M. Williams	Single-family home	A-3/River Front and Agricultural Production District	A-2/Parks, Estates and Agricultural District

744332300003	Jimmie D. Leggett	Single-family home w/ farming operation	I-2/General Industrial District	A-2/Parks, Estates and Agricultural District
744332300007	City of Council Bluffs	Outdoor firing range (SW Iowa Law Enforcement Training Facility)	I-2/General Industrial District	A-2/Parks, Estates and Agricultural District
744332300008	Lyman-Richey Corp.	Concrete manufacturing (Ready Mixed Concrete Co.)	I-1/Limited Industrial District	I-2/General Industrial District
Mills County				
Parcel ID #	**Owner**	**Existing Land Use**	**Current Zoning**	**Proposed Zoning**
034220010000000	Oak Valley	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District
034220020000000	Oak Valley	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District
034330000000000	Oak Valley	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District
034340000000000	Oak Valley	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District
034350010100000	QRS Investments	Warehousing and distribution	I/Industrial District	I-2/General Industrial District
035690000000000	Cattleman's Heritage Beef Co.	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District
035700010000000	Cattleman's Heritage Beef Co.	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District
035710000000000	Cattleman's Heritage Beef Co.	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District
035720000000000	Cattleman's Heritage Beef Co.	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District
035720010000000	Beverly Realty	Parking lot	I/Industrial District	C-2/Commercial District
035730020000000	Beverly Realty	Adult entertainment (Romantix)	I/Industrial District	C-2/Commercial District
035730040000000	Kinze M. Williams	Tack shop (K&B Saddlery)	I/Industrial District	C-2/Commercial District

BNSF Railway				
Parcel ID #	**Owner**	**Existing Land Use**	**Current Zoning**	**Proposed Zoning**
	BNSF Railway	Railroad right-of-way	A-3/River Front and Agricultural Production District (Pottawattamie County), I-2/General Industrial District (Pottawattamie County), and I/Industrial District (Mills County)	A-2/Parks, Estates and Agricultural District

CASE #CP-25-001

The City of Council Bluffs is also proposing to amend the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying all properties in the newly annexed territory located in Mills County from 'Industrial' (Mills County) to 'Light Industrial' (City). The future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) currently designates the properties in the newly annexed territory located in Pottawattamie County as 'Light Industrial,' except for the Ready Mixed Concrete Co. plant (10001 192nd Street) and the Southwest Iowa Law Enforcement Training Facility (10073 192nd Street), which are designated as 'Local Commercial.'

Property Owner Notification – Public notices were mailed to all property owners within 200 feet of the request. The following comment was received:

A. Robert DePiano, attorney for Beverly Realty, LLC, contacted the Community Development Department for clarification on the distinction between the rezoning request and the comprehensive plan amendment request. Mr. DePiano also asked how his client's adult entertainment establishment, Romantix (50662 189th Street), would be impacted by the proposed rezoning and comprehensive plan amendment. The Community Development Department explained that since 'adult entertainment' is a conditional use in the C-2 District (i.e., requires the issuance of a conditional use permit from the Zoning Board of Adjustment), the existing adult bookstore/shop will be considered a nonconforming use since a conditional use permit has not been issued at this site by the City of Council Bluffs. The Community Development Department also stated that the existing adult bookstore/shop may continue to exist as it does today, but noted that any proposal to enlarge the nonconforming use to occupy a greater area of land or structure will require the issuance of a conditional use permit from the Zoning Board of Adjustment to bring the subject property into compliance with the Zoning Ordinance.

City Departments and Utilities – All appropriate City departments and utility providers were notified of the proposed planned commercial development plan. The following comments were received:

A. The Council Bluffs Public Works Department stated that they had no comments on the request.

B. The Council Bluffs Fire Department stated that they had no comments on the request.

Discussion

A. The Community Development Department evaluated the existing land uses within the newly annexed territory to determine which City zoning designation would be most compatible for each property. The majority of land in the newly annexed territory is currently undeveloped and will be rezoned to the A-2/Parks, Estates and Agricultural District. Existing single-family homes and farming operations, the outdoor firing range at 10073 192nd Street (Southwest Iowa Law Enforcement Training Facility), and BNSF railroad right-of-way will also be rezoned to the A-2 District. The adult entertainment establishment at 50662 189th Street (Romantix) and the tack shop at 18118 Bunge Avenue (K&B Saddlery) are commercial uses and thus will be rezoned to the C-2/Commercial District. The concrete manufacturing plant at 10001 192nd Street (Ready Mixed Concrete Co.) and the warehousing/distribution facility at 19262 Bunge Avenue will be rezoned to the I-2/General Industrial District.

B. It is expected that undeveloped land in the newly annexed territory will be rezoned to an appropriate industrial and/or commercial zoning designation as development occurs. The City of Council Bluffs will work with property owners and developers to determine the most appropriate zoning designation for future development.

C. The City of Council Bluffs is proposing to amend the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying all properties in the newly annexed territory located in Mills County to 'Light Industrial.' The proposed amendment is intended to set up this area for future industrial development and ensure that any subsequent rezonings are consistent with the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan).

D. Sanitary sewer and water are not readily available to service the newly annexed territory. However, the City of Council Bluffs and Council Bluffs Water Works have existing facilities near the area and thus services could be extended to serve future development. Such services will be extended as development occurs to justify the expense. MidAmerican Energy and Black Hills Energy have existing utilities to service the newly annexed territory.

E. Each property in the newly annexed territory complies with the minimum lot size requirements of its proposed zoning district.

F. All future development that occurs in the newly annexed territory shall be subject to the site development standards of the proposed zoning district for each property. The City of Council Bluffs will work with property owners and developers to determine the most appropriate zoning designation for future development on land that is currently undeveloped.

G. Any construction activity that occurs in the newly annexed territory is subject to all applicable local building codes, stormwater management regulations, floodplain regulations, etc.

H. Two existing uses in the newly annexed territory, the outdoor firing range at 10073 192nd Street (Southwest Iowa Law Enforcement Training Facility) and the adult entertainment establishment at 50662 189th Street (Romantix), are conditional uses in the A-2 and C-2 Districts, respectively. Since a conditional use permit has not been issued by the City at either site, both uses are considered nonconforming. Each nonconforming use is allowed to exist as it does today, subject to the limitations in Section 15.26.030, Nonconforming Uses, of the Council Bluffs Municipal Code (Zoning Ordinance). Any proposal to enlarge the existing nonconforming use at either location to occupy a greater area of land or structure will require the issuance of a conditional use permit from the Zoning Board of Adjustment to bring said nonconforming use into compliance with the Zoning Ordinance.

Recommendation

The Community Development Department recommends the following:

A. Approval of the request to rezone 473 acres (m/l) of land legally described as being part of Sections 29-74-43 and 32-74-43, City of Council Bluffs, Pottawattamie County, Iowa and part of Sections 5-73-43 and 6-73-43, City of Council Bluffs, Mills County, Iowa (and each property being more particularly described in Attachment 'D') from a mixture of A-3/River Front and Agricultural Production District (Pottawattamie County), I-1/Limited Industrial District (Pottawattamie County), I-2/General Industrial District (Pottawattamie County), and I/Industrial District (Mills County) to a mixture of A-2/Parks, Estates and Agricultural District (City), C-2/Commercial District (City), and I-2/General Industrial District (City), based to the reasons stated above; and

B. Approval of the request to amend the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying properties legally described as being part of Sections 5-73-43 and 6-73-43, City of Council Bluffs, Mills County, Iowa (and being more particularly described in Attachment 'E') from 'Industrial' (Mills County) to 'Light Industrial' (City).

Public Hearing

Staff speakers for the request:

1. Moises Monrroy, 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: None

Speakers against: None

The City Planning Commission recommended the following:

A. Approval of the request to rezone 473 acres (m/l) of land legally described as being part of Sections 29-74-43 and 32-74-43, City of Council Bluffs, Pottawattamie County, Iowa and part of Sections 5-73-43 and 6-73-43, City of Council Bluffs, Mills County, Iowa (and each property being more particularly described in Attachment 'D') from a mixture of A-3/River Front and Agricultural Production District (Pottawattamie County), I-1/Limited Industrial District (Pottawattamie County), I-2/General Industrial District (Pottawattamie County), and I/Industrial District (Mills County) to a mixture of A-2/Parks, Estates and Agricultural District (City), C-2/Commercial District (City), and I-2/General Industrial District (City), based to the reasons stated above; and

B. Approval of the request to amend the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying properties legally described as being part of Sections 5-73-43 and 6-73-43, City of Council Bluffs, Mills County, Iowa (and being more particularly described in Attachment 'E') from 'Industrial' (Mills County) to 'Light Industrial' (City).

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

Attachments

Attachment A: Location/Zoning Map – Case #ZC-25-006
Attachment B: Future Land Use Map – Case #CP-25-001
Attachment C: Legal Description – Case #AN-25-001
Attachment D: Legal Description – Case #ZC-25-006
Attachment E: Legal Description – Case #CP-25-001

Prepared by: Moises Monrroy, Planner, Community Development Department

Attachment 'A'

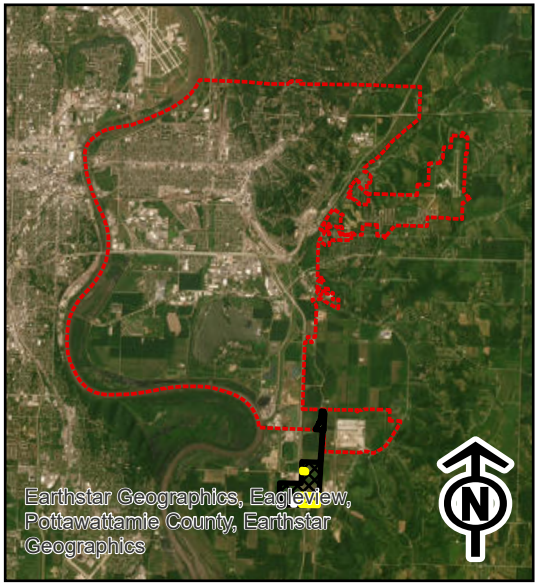
CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #ZC-25-006 LOCATION/ZONING MAP

Legend

- Properties to be rezoned A-2
- Properties to be rezoned C-2
- Properties to be rezoned I-2
- Council Bluffs Corporate Limits

0 1,250 2,500

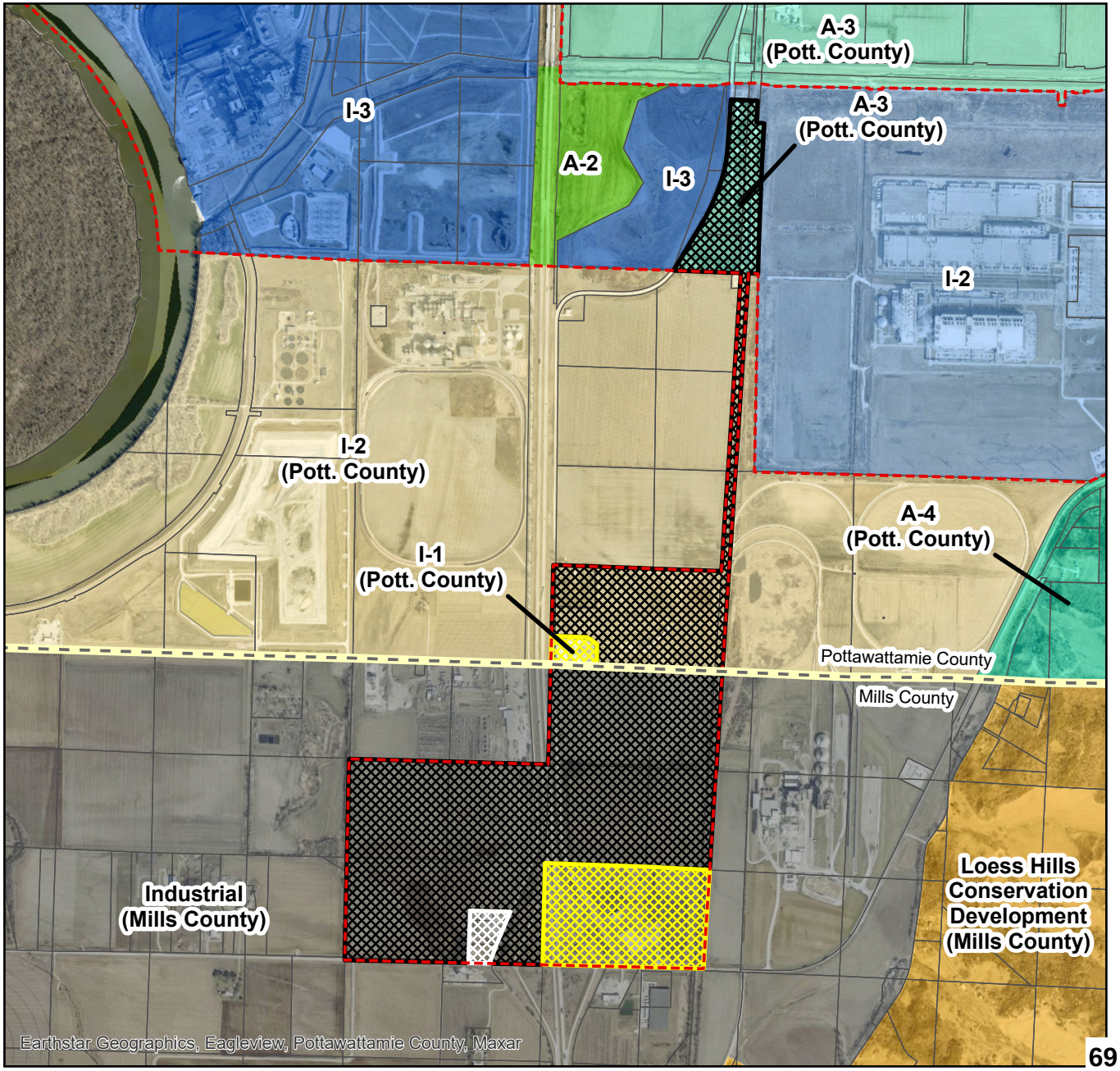
1 inch = 2,083 feet



Last Amended: 9/23/25

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

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



Attachment 'B'

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #CP-25-001 FUTURE LAND USE MAP

Legend

- Subject Property
- Council Bluffs Corporate Limits

0 1,250 2,500

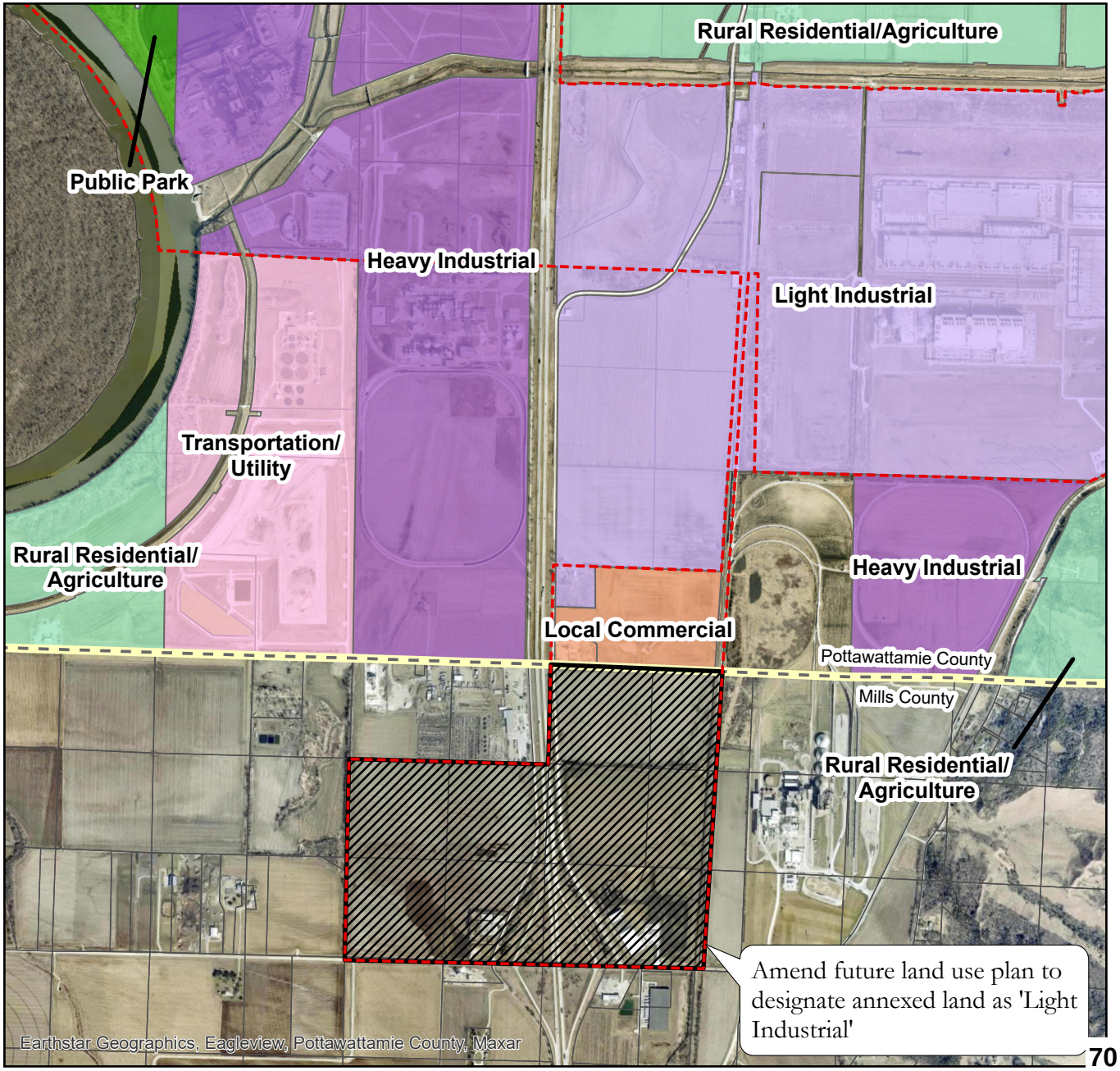
1 inch = 2,083 feet



Last Amended: 9/23/25

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

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



Attachment 'C'

CITY OF COUNCIL BLUFFS – SOUTHLANDS ANNEXATION DESCRIPTION

A PART OF SECTIONS 29 AND 32, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, AND A PART OF SECTIONS 5 AND 6, TOWNSHIP 73 NORTH, RANGE 43 WEST OF THE 5TH P.M., MILLS COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32 TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER TO THE WEST RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD (A.K.A. KANSAS CITY ST JOSEPH AND COUNCIL BLUFFS RAILROAD AND A.K.A. BURLINGTON NORTHERN RAILROAD); THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTH LINE OF SAID SECTION 29; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE CENTERLINE OF 192ND STREET; THENCE NORTHEASTERLY ALONG SAID CENTERLINE TO THE SOUTHWEST CORNER OF PARCEL “A” OF LOT 2 IN THE AUDITOR’S SUBDIVISION OF GOVERNMENT LOT 2 OF SAID SECTION 29; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL “A” TO THE SOUTHEAST CORNER OF SAID PARCEL “A”; THENCE CONTINUING EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE EAST RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN SANTE FE RAILROAD; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE CENTERLINE OF BUNGE AVENUE; THENCE WESTERLY ALONG SAID CENTERLINE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 6; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

Attachment 'D'

CITY OF COUNCIL BLUFFS – SOUTHLANDS ANNEXATION DESCRIPTION (REZONING)

Pottawattamie County					
Parcel ID #	**Owner**	**Existing Land Use**	**Current Zoning**	**Proposed Zoning**	**Brief Legal Description**
744329300011	Scott Glenn	Farming operation (cattle)	A-3/River Front and Agricultural Production District	A-2/Parks, Estates and Agricultural District	LEWIS TWP 29-74-43 LT 2 SUB OF G/L 2 EXC COMM 183.77'W CENTER SECTION 29 TH S355.13' W242.84' N355.01' E248.03' TO POB & LT 3 SUB OF G/L 1, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA
744329300008	Kinze M. Williams	Single-family home	A-3/River Front and Agricultural Production District	A-2/Parks, Estates and Agricultural District	LEWIS TWP 29-74-43 LT 4 AUD SUB G/L LT 1 SE SW, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA
744332300003	Jimmie D. Leggett	Single-family home w/ farming operation	I-2/General Industrial District	A-2/Parks, Estates and Agricultural District	LEWIS TWP 32-74-43 N552.28' W552.28' SW SW, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA
744332300007	City of Council Bluffs	Outdoor firing range (SW Iowa Law Enforcement Training Facility)	I-2/General Industrial District	A-2/Parks, Estates and Agricultural District	LEWIS TWP 32-74-43 S1/2 SW LYING W OF RR EXC N552.28' W552.28' & EXC COMM SW COR N378' E454.5'SE152.8' S290.6'W578.09' TO POB, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

744332300008	Lyman-Richey Corp.	Concrete manufacturing (Ready Mixed Concrete Co.)	I-1/Limited Industrial District	I-2/General Industrial District	LEWIS TWP 32-74-43 PT SW SW COMM SW COR TH N378' E454.5' SE152.8' S290.6' W578' TO POB (PARCELS C & D OF A), CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA
Mills County					
Parcel ID #	**Owner**	**Existing Land Use**	**Current Zoning**	**Proposed Zoning**	**Brief Legal Description**
034220010000000	Oak Valley	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District	SEC. 5-73-43 FRL NW1/4 NW1/4, CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
034220020000000	Oak Valley	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District	SEC. 5-73-43 FRL NE1/4 NW1/4 W OF CB&Q RR R.O.W., CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
034330000000000	Oak Valley	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District	SEC. 5-73-43 SW1/4 NW1/4, CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
034340000000000	Oak Valley	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District	SEC. 5-73-43 SE1/4 NW1/4 W OF RR, CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
034350010100000	QRS Investments	Warehousing and distribution	I/Industrial District	I-2/General Industrial District	SEC. 5-73-43 PCL A N1/2 SW1/4, CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA

Mills County					
Parcel ID #	**Owner**	**Existing Land Use**	**Current Zoning**	**Proposed Zoning**	**Brief Legal Description**
035690000000000	Cattleman's Heritage Beef Co.	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District	SEC. 6-73-43 NE1/4 SE1/4 EXC 5 AC, CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
035700010000000	Cattleman's Heritage Beef Co.	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District	SEC. 6-73-43 NW1/4 SE1/4, CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
035710000000000	Cattleman's Heritage Beef Co.	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District	SEC. 6-73-43 SW1/4 NE1/4, CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
035720000000000	Cattleman's Heritage Beef Co.	Undeveloped land	I/Industrial District	A-2/Parks, Estates and Agricultural District	SEC. 6-73-43 SE1/4 NE1/4, CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
035720010000000	Beverly Realty	Parking lot	I/Industrial District	C-2/Commercial District	SEC. 6-73-43 3.11 AC S PT NE1/4 SE1/4 W OF CO RD R.O.W (PARCEL B), CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
035730020000000	Beverly Realty	Adult entertainment (Romantix)	I/Industrial District	C-2/Commercial District	SEC. 6-73-43 0.89 AC SE COR NE1/4 SE1/4 W OF CO RD & N OF HWY 370 (PARCEL B), CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA

Mills County					
Parcel ID #	**Owner**	**Existing Land Use**	**Current Zoning**	**Proposed Zoning**	**Brief Legal Description**
035730040000000	Kinze M. Williams	Tack shop (K&B Saddlery)	I/Industrial District	C-2/Commercial District	SEC. 6-73-43 IRREG PCL S PT NE1/4 SE1/4 W OF CO RD R.O.W & N OF HWY 370 R.O.W. (PARCEL A), CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA
BNSF Railway					
Parcel ID #	**Owner**	**Existing Land Use**	**Current Zoning**	**Proposed Zoning**	**Brief Legal Description**
	BNSF Railway	Railroad right-of-way	A-3/River Front and Agricultural Production District (Pottawattamie County)	A-2/Parks, Estates and Agricultural District	S 1/2 SEC. 29-74-43 RAILROAD RIGHT OF WAY
	BNSF Railway	Railroad right-of-way	I-2/General Industrial District (Pottawattamie County)	A-2/Parks, Estates and Agricultural District	W 1/2 SEC. 32-74-43 RAILROAD RIGHT OF WAY
	BNSF Railway	Railroad right-of-way	I/Industrial District (Mills County)	A-2/Parks, Estates and Agricultural District	SEC. 5-73-43 RAILROAD RIGHT OF WAY

Attachment 'E'

CITY OF COUNCIL BLUFFS – SOUTHLANDS ANNEXATION DESCRIPTION (MILLS COUNTY)

A PART OF SECTIONS 5 AND 6, TOWNSHIP 73 NORTH, RANGE 43 WEST OF THE 5TH P.M., MILLS COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 5 TO THE EAST RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD (A.K.A. KANSAS CITY ST JOSEPH AND COUNCIL BLUFFS RAILROAD AND A.K.A. BURLINGTON NORTHERN RAILROAD); THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE CENTERLINE OF BUNGE AVENUE; THENCE WESTERLY ALONG SAID CENTERLINE TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 6; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

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 the City of Council Bluffs to rezone 473 acres (m/l) of land legally described as being part of Sections 29-74-43 and 32-74-43, City of Council Bluffs, Pottawattamie County, Iowa and part of Sections 5-73-43 and 6-73-43, City of Council Bluffs, Mills County, Iowa (and being more particularly described in Attachment 'C' of the case staff report) from a mixture of A-3/River Front and Agricultural Production District (Pottawattamie County), I-1/Limited Industrial District (Pottawattamie County), I-2/General Industrial District (Pottawattamie County), and I/Industrial District (Mills County) to a mixture of A-2/Parks, Estates and Agricultural District (City), C-2/Commercial District (City), and I-2/General Industrial District (City) (as detailed and shown in Attachments 'D' and 'A' of the case staff report).

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 17th day of November, 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. 6659

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 473 ACRES (M/L) OF LAND LEGALLY DESCRIBED AS BEING PART OF SECTIONS 29-74-43 AND 32-74-43, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA AND PART OF SECTIONS 5-73-43 AND 6-73-43, CITY OF COUNCIL BLUFFS, MILLS COUNTY, IOWA (AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHMENT 'C' OF THE COUNCIL COMMUNICATION ATTACHED HERETO) FROM A MIXTURE OF A-3/RIVER FRONT AND AGRICULTURAL PRODUCTION DISTRICT (POTTAWATTAMIE COUNTY), I-1/LIMITED INDUSTRIAL DISTRICT (POTTAWATTAMIE COUNTY), I-2/GENERAL INDUSTRIAL DISTRICT (POTTAWATTAMIE COUNTY), AND I/INDUSTRIAL DISTRICT (MILLS COUNTY) TO A MIXTURE OF A-2/PARKS, ESTATES AND AGRICULTURAL DISTRICT (CITY), C 2/COMMERCIAL DISTRICT (CITY), AND I-2/GENERAL INDUSTRIAL DISTRICT (CITY) (AS DETAILED AND SHOWN IN ATTACHMENTS 'D' AND 'A' OF THE OF THE COUNCIL COMMUNICATION ATTACHED HERETO) AS DEFINED IN CHAPTERS 15.05, 15.15 AND 15.21 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 473 acres (m/l) of land legally described as being part of Sections 29-74-43 and 32-74-43, City of Council Bluffs, Pottawattamie County, Iowa and part of Sections 5-73-43 and 6-73-43, City of Council Bluffs, Mills County, Iowa (and being more particularly described in Attachment 'C' of the Council Communication attached hereto) from a mixture of A-3/River Front and Agricultural Production District (Pottawattamie County), I-1/Limited Industrial District (Pottawattamie County), I-2/General Industrial District (Pottawattamie County), and I/Industrial District (Mills County) to a mixture of A-2/Parks, Estates and Agricultural District (City), C-2/Commercial District (City), and I-2/General Industrial District (City) (as detailed and shown in Attachments 'D' and 'A' of the Council Communication attached hereto) as defined in Chapters 15.05, 15.15 and 15.21 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 November 17, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 11-3-25
Second Consideration: 11-17-25
Public Hearing: 11-17-25
Third Consideration: _____

Council Communication

Department: Public Works Engineering

Case/Project No.: PW26-12

Subject/Title

Resolution 25-285
Resolution approving the plans and specifications for the South 23rd Street Sewer Rehab, Phase II. Project # PW26-12

Background/Discussion

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

The existing street has poor drainage and areas of the pavement and curbs are deteriorated.

The project will reconstruct South 23rd Street from 2nd Avenue to just south of West Broadway. Phase I reconstructed South 23rd Street from 6th Avenue to 3rd Avenue.

Added to the project is a sanitary sewer repair in the 3200 Block Alley between West Broadway and Avenue A. A 125-foot section of the sewer main is failing and requires replacement.

This project was included in the FY26 CIP with a budget of $875,000 in Local Option Sales Tax funds and $375,000 in sewer funds.

The project schedule is as follows:	Hold Public Hearing	November 17, 2025
	Bid Letting	December 11, 2025
	Award	January 12, 2026
	Construction Start	Spring 2026

Staff Recommendation

Approval of this resolution.

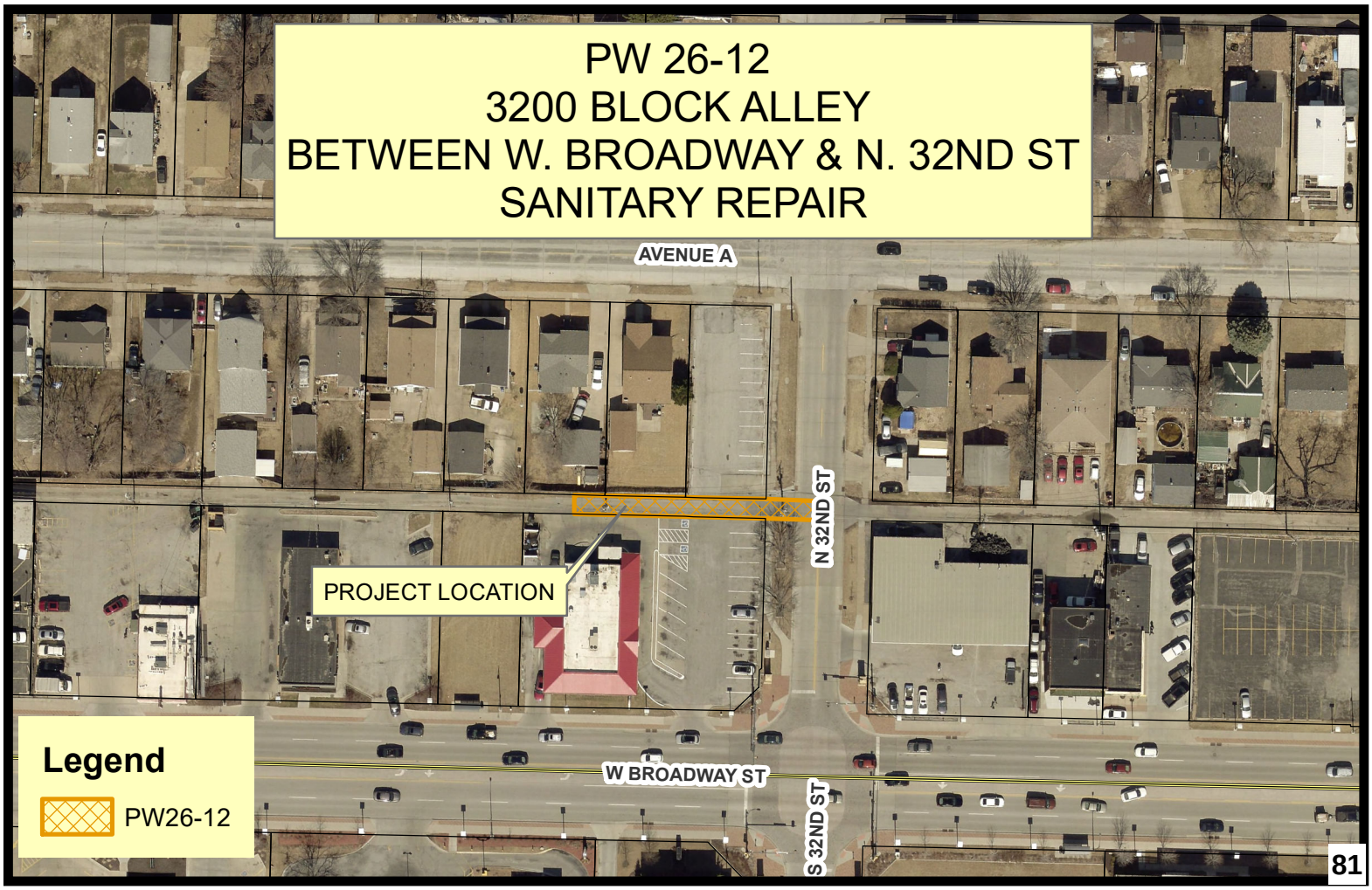
Attachments

Location Map
25-285.doc

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

4.B


PW 26-12
S. 23RD ST.
SEWER REHAB PH II
AVENUE A
N 25TH ST
N 21ST ST
N 20TH ST
W BROADWAY ST
S 22ND ST
S 23RD ST
PROJECT LOCATION
S 25TH ST
S 21ST ST
2ND AVE
S 24TH ST
3RD AVE
S 20TH ST


PW 26-12
3200 BLOCK ALLEY
BETWEEN W. BROADWAY & N. 32ND ST
SANITARY REPAIR
AVENUE A
N 32ND ST
PROJECT LOCATION
W BROADWAY ST
S 32ND ST
Legend
PW26-12

RESOLUTION NO. 25-285

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR THE SOUTH 23RD STREET SEWER REHAB, PHASE II. PROJECT #PW26-12

WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk of the City of Council Bluffs, Iowa for the South 23rd Street Sewer Rehab, Phase II Project; and

WHEREAS, a Notice of Public Hearing was published as required by law, and a public hearing was held November 17, 2025.

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

That the plans, specifications, form of contract and cost estimate are hereby approved for the South 23rd Street Sewer Rehab, Phase II Project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED November 17, 2025

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Operations

Case/Project No.:

Subject/Title

Ordinance 6660
Ordinance to amend Chapter 9.34 Emergency Snow Routes of the 2025 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 "Emergency Snow Route Established"

Background/Discussion

Emergency snow routes consist of major streets and main routes that facilitate access to public transportation, hospitals, schools, business areas, fire stations, police stations, and other public safety and critical infrastructure locations at times of snow and/or ice events. The emergency snow routes were last updated in 2023.

Proposed changes to Title 9 are to update the emergency snow routes to add the newly constructed Steven Road extension and to add Kanesville Blvd, which was recently acquired from the Iowa Department of Transportation.

Other proposed changes include making minor technical corrections to street names and route limits to align with current operations.

Staff Recommendation

Approval is recommended.

Attachments

Proposed Emergency Snow Routes 10.23.2025 (red line version).pdf
6660.doc

Prepared by: Jessica Maas on behalf of Jeremy Noel
Approved by: Malina Dobson

9.34.030 Emergency Snow Routes Established

1. The following are hereby designated as the emergency snow routes:

Street	From	To
1st Avenue	South 8th Street	South 4th Street
2nd Avenue	South 8th Street	I-29 Southbound Frontage Road
5th Avenue	Bluff Street	I-29 Northbound Frontage Road
9th Avenue	South 3rd Street	I-29 Southbound Frontage Road
16th Avenue	High Street	South 16th Street
23rd Avenue	South Expressway	South 35th Street
32nd Avenue	South Expressway	South 11th Street
35th Avenue	South Expressway	Metro Drive
Adrian Avenue	Bennett Avenue	Wenwood Circle
Avenue A	North 16th Street	I-29 Northbound Frontage Road
Avenue B	North 8th Street	I-29 Northbound Frontage Road
Avenue G	North 6th Street	North 40th Street
Avenue K	North 28th Street	North 32nd Street
Avenue L	North 16th Street	North 21st Street
Bennett Avenue	Madison Avenue	McPherson Avenue

Big Lake Road	North 16th Street	Joslin Avenue
Bluff Street	9th Avenue	West Pierce Street
Bonham Avenue	Gleason Avenue	Bennett Avenue
Cloverdale Drive	Franklin Avenue	West Ferndale Drive
College Road	Kanesville Boulevard	Kanesville Boulevard
Comanche Street	Piute Street	Navajo Street
Council Pointe Road	Veterans Memorial Highway	55th Avenue
Delong Avenue	North 8th Street	Grand Avenue
Dodge Riverside Drive	I-29 Southbound Frontage Road	South 41st Street
East Broadway	South 1st Street	Kanesville Boulevard
East Ferndale Drive	West Ferndale Drive	Cloverdale Drive
East Graham Avenue	South 1st Street	West Graham Avenue
East Manawa Drive	Veterans Memorial Highway	South Shore Drive
East Pierce Street	South 1st Street	McPherson Avenue
Eastern Hills Drive	Highway 92	Cedar Lane
Elliott Street	Marshall Avenue	North Broadway
Elm Street	Frank Street	Morningside Avenue
Forest Glen Drive	Greenview Road	Franklin Avenue
Frank Street	Harmony Street	Elm Street

Franklin Avenue	Lincoln Avenue	Valley View Park
Franklin Avenue	Valley View Drive	Greenview Road
Gifford Road	Veterans Memorial Highway	South 19th Street
Gleason Avenue	McPherson Avenue	Lincoln Avenue
Grand Avenue	Delong Avenue	Warren Street
Greenview Road	Valley View Drive	State Orchard Road
Harrison Street	North 1st Street	Morgan Street
Harry Langdon Boulevard	16th Avenue	E South Omaha Bridge Road
High Street	16th Avenue	West Graham Avenue
I-29 Northbound Frontage Road	9th Avenue	~~I-29~~Avenue G
I-29 Southbound Frontage Road	Avenue G	9th Avenue
Kanesville Boulevard	~~6th Street~~8th Street	~~8th Street~~Hunt Avenue
Lincoln Avenue	East Pierce Street	Gleason Avenue
Locust Lodge Avenue	North Broadway	North Avenue
Madison Avenue	South 1st Street	Valley View Drive
Marshall Avenue	Warren Street	Morgan Street
McKenzie Avenue	Simms Avenue	Kanesville Boulevard
McPherson Avenue	East Pierce Street	West Ferndale Drive
Metro Drive	35th Avenue	Veterans Memorial Highway
Middle Ferry Road	Council Pointe Road	South 35th Street

Morgan Street	Harrison Street	Marshall Avenue
Morningside Avenue	Elm Street	Gleason Avenue
Mount Vernon Avenue	Trail Ridge Street	Marshall Avenue
Nash Boulevard	North 25th Street	North 16th Street
Navajo Street	Comanche Street	East Manawa Drive
Nebraska Avenue	South 35th Street	River Road
North 1st Street	Harrison Street	Broadway
North 6th Street	West Broadway	Avenue G
North 7th Street	Avenue G	West Broadway
North 8th Street	West Broadway	Delong Avenue
North 16th Street	West Broadway	Nash Boulevard
North 21st Street	West Broadway	Avenue L
North 25th Street	West Broadway	Avenue Q
North 28th Street	West Broadway	Avenue K
North 32nd Street	West Broadway	Avenue K
North 35th Street	West Broadway	dead end
North 40th Street	West Broadway	Avenue G
North 41st Street	Rivers Edge Parkway	dead end
North Avenue	Locust Lodge Avenue	East Pierce Street
North Broadway	Kanesville Boulevard	~~North~~ City Limits

North Main Street	West Broadway	Kanesville Boulevard
Pearl Street	West Broadway	7th Avenue
Piute Street	Veterans Memorial Highway	Comanche Street
Railroad Avenue	College Road	Kanesville Boulevard
Railroad Highway	Kanesville Boulevard	City Limits
Richard Downing Avenue	Twin City Drive	South 24th Street
Ridge Street	East Pierce Street	Kanesville Boulevard
Rivers Edge Parkway	North 40th Street	North 41st Street
Simms Avenue	McKenzie Avenue	Kanesville Boulevard
South 1st Street	Broadway	Madison Avenue
South 3rd Street	9th Avenue	16th Avenue
South 6th Street	South Expressway	West Broadway
South 7th Street	West Broadway	South Expressway
South 8th Street	West Broadway	9th Avenue
South 11th Street	32nd Avenue	Veterans Memorial Highway
South 13th Street	16th Avenue	23rd Avenue
South 16th Street	23rd Avenue	West Broadway
South 19th Street	Veterans Memorial Highway	Gifford Road
South 21st Street	9th Avenue	West Broadway

South 24th Street	Veterans Memorial Highway	23rd Avenue
South 25th Street	9th Avenue	West Broadway
South 27th Street	West Broadway	2nd Avenue
South 28th Street	9th Avenue	West Broadway
South 32nd Street	9th Avenue	West Broadway
South 35th Street	23rd Avenue	West Broadway
South 40th Street	West Broadway	Dodge Riverside Drive
South Expressway	Veterans Memorial Highway	South 6th Street
South Main Street	16th Avenue	West Broadway
Spencer Avenue	North Broadway	Simms Avenue
Steven Road	Franklin Avenue	State Orchard Road
Timbercrest Drive	Madison Avenue	Skyline Drive
Trail Ridge Street	Grand Avenue	Mount Vernon Avenue
Twin City Drive	Veterans Memorial Highway	Richard Downing Avenue
Valley View Drive	Highway 92	College Road
Wedgewood Drive	Wenwood Circle	Bennett Avenue
Wenwood Circle	Adrian Avenue	Wedgewood Drive
West Broadway	40th Street	South 1st Street
West Ferndale Drive	McPherson Avenue	Cloverdale Drive

West Graham Avenue	East Graham Avenue	High Street
West Pierce Street	Bluff Street	South 1st Street
Willow Avenue	Bluff Street	South 8th Street
Woodbury Avenue	Harry Langdon Boulevard	Madison Avenue

The mayor is authorized empowered and directed to cause signs to be erected on the emergency snow routes to designate such streets as "Emergency Snow Routes." Upon declaration of such emergency situation by the mayor or his/her designated representative, as hereinbefore provided, parking will be prohibited on these streets for the period of such emergency.

(Ord. No. 6050, 2-22-2010; Ord. No. 6233, § 1, 6-8-2015; Ord. No. 6314, § 1, 11-27-2017)

Editor's note— Ord. No. 6050, adopted Feb. 22, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5834, 2005; Ord. No. 5029, § 2, 1991.

HISTORY
Amended by Ord. 6432 on 11/23/2020
Amended by Ord. 6576 on 10/23/2023

ORDINANCE NO. 6660

AN ORDINANCE TO AMEND CHAPTER 9.34 "EMERGENCY SNOW ROUTES" OF THE 2025 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 9.34.030 "EMERGENCY SNOW ROUTES ESTABLISHED".

B E I T O R D A I N E D
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

SECTION 1. That Chapter 9.34 "Emergency Snow Routes" of the 2025 Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by amending Chapter 9.34.030 "Emergency Snow Routes Established" to read as follows:

A. The following are hereby designated as the emergency snow routes:

Street	**From**	**To**
1st Avenue	South 8th Street	South 4th Street
2nd Avenue	South 8th Street	I-29 Southbound Frontage Road
5th Avenue	Bluff Street	I-29 Northbound Frontage Road
9th Avenue	South 3rd Street	I-29 Southbound Frontage Road
16th Avenue	High Street	South 16th Street
23rd Avenue	South Expressway	South 35th Street
32nd Avenue	South Expressway	South 11th Street
35th Avenue	South Expressway	Metro Drive
Adrian Avenue	Bennett Avenue	Wenwood Circle
Avenue A	North 16th Street	I-29 Northbound Frontage Road
Avenue B	North 8th Street	I-29 Northbound Frontage Road
Avenue G	North 6th Street	North 40th Street
Avenue K	North 28th Street	North 32nd Street
Avenue L	North 16th Street	North 21st Street
Bennett Avenue	Madison Avenue	McPherson Avenue
Big Lake Road	North 16th Street	Joslin Avenue

Bluff Street	9th Avenue	West Pierce Street
Bonham Avenue	Gleason Avenue	Bennett Avenue
Cloverdale Drive	Franklin Avenue	West Ferndale Drive
College Road	Kanesville Boulevard	Kanesville Boulevard
Comanche Street	Piute Street	Navajo Street
Council Pointe Road	Veterans Memorial Highway	55th Avenue
Delong Avenue	North 8th Street	Grand Avenue
Dodge Riverside Drive	I-29 Southbound Frontage Road	South 41st Street
East Broadway	South 1st Street	Kanesville Boulevard
East Ferndale Drive	West Ferndale Drive	Cloverdale Drive
East Graham Avenue	South 1st Street	West Graham Avenue
East Manawa Drive	Veterans Memorial Highway	South Shore Drive
East Pierce Street	South 1st Street	McPherson Avenue
Eastern Hills Drive	Highway 92	Cedar Lane
Elliott Street	Marshall Avenue	North Broadway
Elm Street	Frank Street	Morningside Avenue
Forest Glen Drive	Greenview Road	Franklin Avenue
Frank Street	Harmony Street	Elm Street
Franklin Avenue	Lincoln Avenue	Valley View Park
Franklin Avenue	Valley View Drive	Greenview Road
Gifford Road	Veterans Memorial Highway	South 19th Street
Gleason Avenue	McPherson Avenue	Lincoln Avenue
Grand Avenue	Delong Avenue	Warren Street
Greenview Road	Valley View Drive	State Orchard Road
Harrison Street	North 1st Street	Morgan Street

Harry Langdon Boulevard	16th Avenue	E South Omaha Bridge Road
High Street	16th Avenue	West Graham Avenue
I-29 Northbound Frontage Road	9th Avenue	Avenue G
I-29 Southbound Frontage Road	Avenue G	9th Avenue
Kanesville Boulevard	8th Street	Hunt Avenue
Lincoln Avenue	East Pierce Street	Gleason Avenue
Locust Lodge Avenue	North Broadway	North Avenue
Madison Avenue	South 1st Street	Valley View Drive
Marshall Avenue	Warren Street	Morgan Street
McKenzie Avenue	Simms Avenue	Kanesville Boulevard
McPherson Avenue	East Pierce Street	West Ferndale Drive
Metro Drive	35th Avenue	Veterans Memorial Highway
Middle Ferry Road	Council Pointe Road	South 35th Street
Morgan Street	Harrison Street	Marshall Avenue
Morningside Avenue	Elm Street	Gleason Avenue
Mount Vernon Avenue	Trail Ridge Street	Marshall Avenue
Nash Boulevard	North 25th Street	North 16th Street
Navajo Street	Comanche Street	East Manawa Drive
Nebraska Avenue	South 35th Street	River Road
North 1st Street	Harrison Street	Broadway
North 6th Street	West Broadway	Avenue G
North 7th Street	Avenue G	West Broadway
North 8th Street	West Broadway	Delong Avenue
North 16th Street	West Broadway	Nash Boulevard
North 21st Street	West Broadway	Avenue L
North 25th Street	West Broadway	Avenue Q
North 28th Street	West Broadway	Avenue K

North 32nd Street	West Broadway	Avenue K
North 35th Street	West Broadway	dead end
North 40th Street	West Broadway	Avenue G
North 41st Street	Rivers Edge Parkway	dead end
North Avenue	Locust Lodge Avenue	East Pierce Street
North Broadway	Kanesville Boulevard	City Limits
North Main Street	West Broadway	Kanesville Boulevard
Pearl Street	West Broadway	7th Avenue
Piute Street	Veterans Memorial Highway	Comanche Street
Railroad Avenue	College Road	Kanesville Boulevard
Railroad Highway	Kanesville Boulevard	City Limits
Richard Downing Avenue	Twin City Drive	South 24th Street
Ridge Street	East Pierce Street	Kanesville Boulevard
Rivers Edge Parkway	North 40th Street	North 41st Street
Simms Avenue	McKenzie Avenue	Kanesville Boulevard
South 1st Street	Broadway	Madison Avenue
South 3rd Street	9th Avenue	16th Avenue
South 6th Street	South Expressway	West Broadway
South 7th Street	West Broadway	South Expressway
South 8th Street	West Broadway	9th Avenue
South 11th Street	32nd Avenue	Veterans Memorial Highway
South 13th Street	16th Avenue	23rd Avenue
South 16th Street	23rd Avenue	West Broadway
South 19th Street	Veterans Memorial Highway	Gifford Road
South 21st Street	9th Avenue	West Broadway
South 24th Street	Veterans Memorial Highway	23rd Avenue

South 25th Street	9th Avenue	West Broadway
South 27th Street	West Broadway	2nd Avenue
South 28th Street	9th Avenue	West Broadway
South 32nd Street	9th Avenue	West Broadway
South 35th Street	23rd Avenue	West Broadway
South 40th Street	West Broadway	Dodge Riverside Drive
South Expressway	Veterans Memorial Highway	South 6th Street
South Main Street	16th Avenue	West Broadway
Spencer Avenue	North Broadway	Simms Avenue
Steven Road	Franklin Avenue	State Orchard Road
Timbercrest Drive	Madison Avenue	Skyline Drive
Trail Ridge Street	Grand Avenue	Mount Vernon Avenue
Twin City Drive	Veterans Memorial Highway	Richard Downing Avenue
Valley View Drive	Highway 92	College Road
Wedgewood Drive	Wenwood Circle	Bennett Avenue
Wenwood Circle	Adrian Avenue	Wedgewood Drive
West Broadway	40th Street	South 1st Street
West Ferndale Drive	McPherson Avenue	Cloverdale Drive
West Graham Avenue	East Graham Avenue	High Street
West Pierce Street	Bluff Street	South 1st Street
Willow Avenue	Bluff Street	South 8th Street
Woodbury Avenue	Harry Langdon Boulevard	Madison Avenue

The mayor is authorized empowered and directed to cause signs to be erected on the emergency snow routes to designate such streets as "Emergency Snow Routes." Upon declaration of such emergency situation by the mayor or his/her designated representative, as hereinbefore provided, parking will be prohibited on these streets for the period of such emergency.

(Ord. No. 6050, 2-22-2010; Ord. No. 6233, § 1, 6-8-2015; Ord. No. 6314, § 1, 11-27-2017)

Editor's note— Ord. No. 6050, adopted Feb. 22, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5834, 2005; Ord. No. 5029, § 2, 1991.

HISTORY
Amended by Ord. 6432 on 11/23/2020
Amended by Ord. 6576 on 10/23/2023

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

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

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

PASSED
AND November 17, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 11-3-25
Second Consideration: 11-17-25
Public Hearing: n/a
Third Consideration: _____

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Ordinance 6661
Ordinance to amend Chapter 3.08 "Beer and Liquor Control" of the 2025 Municipal Code of Council Bluffs, Iowa, by amending Section 3.08.045 "Exceptions to CBMC 3.08.045 Paragraph E"

Background/Discussion

Council Bluffs Municipal Code Chapter 3.08 – Beer and Liquor Control has not kept up with changes in state law, nor with piecemeal changes to the CBMC itself. While this Chapter could use a comprehensive overhaul, the Legal Department is proposing this ordinance as a quick fix for an anticipated issue.

As it stands, our zoning ordinances under Chapter 15 already regulate land uses for the commercial sale of alcoholic beverages. When Chapter 15 has changed over the years, our liquor license ordinances have failed to keep pace. This not only leaves gaps in definitions, but also puts businesses in a position where their use and proposed business plans are 100% in compliance with our zoning laws, but are then prohibited from obtaining the necessary beer or liquor permit needed to operate their proposed business.

With the small amendment proposed in this ordinance, the city would allow businesses who otherwise qualify to sell alcoholic beverages under Chapter 15 to have the option of adding an open-air patio to their business. Under our current law, this type of “open-air” space is available, under differing conditions, to open-air dining in C-2, C-3, and C-4 zones, open-air taverns in C-4 zones, and to limited legal nonconforming taverns in areas not zoned C-4. The current structure does not anticipate or allow for businesses like restaurants and taverns who would be lawfully operating for a commercial purpose under one of the various “overlays” or within other designated districts.

While this Chapter certainly needs attention, this specific amendment is being offered in anticipation of a development project seeking to remodel a commercial space for use as a tavern. The property is currently zoned under the PR Overlay, which is a permitted land use under the “Commercial” designation. Taverns under a PR Overlay are subject to further restrictions under CBMC 15.28.040. However, since our current liquor license ordinances do not anticipate a tavern operating in an “overlay,” this specific project is left in an awkward position where the site development plan would be approved by Community Development, only for the business to be denied a liquor license after the remodel.

Staff Recommendation

The City Legal Department recommends approving the proposed amended text which will leave the planning and zoning of taverns to Chapter 15, but maintain the same open-air tavern requirements for taverns seeking an exception to Paragraph E of CBMC 3.08.040.

Attachments

ORD Chapter 3.08, amending section F-red line version.docx
6661.docx

Prepared by: Tony Clowe
Approved by:

5.B

3.08.045 Exceptions To CBMC 3.08.040 Paragraph E

A. Open-air Dining—Exception. If an applicant can establish that approximately fifty (50) percent of its gross revenue from items to be consumed on premise are derived, or are likely to be derived from the sale of nonalcoholic food items, and if the establishment is or is to be located in an area zoned C-4, C-3, or in an area zoned C-2 and is not within fifty (50) feet of a residential zone, or a nonresidential area other than C-4 or C-2, and is not within three hundred (300) feet of a residential use or zone. The restrictions established in CBMC 3.08.040 Paragraph E, need not apply to the entire premises if the conditions listed above are met. For that portion of the premises which the applicant wishes to exclude from such restrictions, the following restrictions must be complied with:

1. It must be so enclosed so that it may only be entered from that portion of the premises which is in compliance with CBMC 3.08.040 Paragraph E.
2. All exits from such area shall be for emergency use only and shall be equipped with the appropriate hardware to ensure such limited use.
3. No amplified music shall be permitted in such area between the hours of 10:00 p.m. and 7:00 a.m. Amplified music will be permitted in such areas between the hours of 7:00 a.m. and 10:00 p.m., so long as it complies with sound levels specified in CBMC 4.50.080 Paragraph H. Special sound variances pursuant to CBMC 4.50.080 Paragraph G,2 may be granted. If any outdoor dining facility is cited for violating CBMC 4.50 three times in a twelve-month period that ultimately result in three convictions, the service of alcoholic beverages in such area shall be suspended for a twelve-month period.
4. No live dancing, such as go-go dancing, strip tease acts or exotic dancing shall be permitted in such area.
5. Such area must be approved by the health department for open-air dining.
6. Outdoor dining facilities in C-2 zones shall not allow alcohol sales or consumption in their outdoor areas between the hours of 12:00 midnight and 6:00 a.m.
7. If the application is for an establishment in a C-2 zone, the applicant shall have the duty to notify all property owners within three hundred (300) feet of the premises to be licensed. This notice shall be given in the following fashion:
    1. Applicant shall establish a list of parties to be notified through utilization of the records of the county auditor;

2. Applicant shall prepare envelopes addressed to each of the parties identified in paragraph A,7,a of this section, with the appropriate postage for certified delivery affixed thereto;

3. Applicant shall prepare a notice for each of such property owners, advising of the nature of the action which is being sought, including the date it is to be acted upon by the city council;

4. Applicant shall deliver all of the above to the city clerk at least ten (10) days prior to the date at which the action is proposed to be taken;

5. It shall be the duty of the city clerk to insert the notices into the envelopes and deliver same to the post office within forty-eight (48) hours of receipt.

B. Golf-courses—Exception. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to golf courses consisting of fifteen (15) acres or more.

C. Stadium-type Activities—Exception. For the purpose of this section, a stadium-type activity is a sporting event to which there is controlled access. It shall only be permitted in areas zoned nonresidential and shall not be permitted within two hundred (200) feet of a residential use or zone; or if there are residential uses within two hundred (200) feet and the owner and/or occupant has signed a petition in support of the proposed use. The restrictions established in CBMC 3.08.040 Paragraph E, need not apply to the entire premises if the conditions listed above are met. For that portion of the premises which the applicant wishes to exclude from such restrictions, the following restrictions must be complied with:

1. It must be enclosed by a fence or a wall.

2. It must be enclosed so that it may only be entered from that portion of the premises which is in compliance with CBMC 3.08.040 Paragraph E.

3. All exits from such area other than those that go into the CBMC 3.08.040 Paragraph E compliant area shall be for emergency use only.

4. No amplified music shall be permitted in such area.

5. No live dancing, such as go-go dancing, strip tease acts or exotic dancing shall be permitted in such area.

6. If the area is within two hundred (200) feet of a residential use no activities shall be permitted therein after 10:00 p.m.

D. Special Events—Exception for Areas Zoned Other Than C-4. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to special events as

long as they are not held within five hundred (500) feet of a residential use. For purposes of this exception, a special event shall last a maximum of seventy-two (72) hours.

Special Event—Exceptions for areas zoned C-4. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to special events held in areas zoned C-4.

These special event exceptions shall only be permitted if the following restrictions are satisfied:

1. The area intended to be utilized as a temporary liquor license premises must be clearly delineated, and so enclosed so that it will only allow ingress to and egress from the area at specifically identified locations approved by the Fire Marshall or his/her designee;

2. The applicant has developed a plan to address crowd and traffic control as well as state and city health codes and concerns created by the special event which have been approved by the Police Chief, Public Works Director and/or other appropriate City Officials. The applicant shall identify sufficient off-street parking to accommodate the size of the proposed licensed premises within a reasonable distance of the event;

3. Variance to the five hundred (500) feet buffer from a residential use. If the applicant is unable to demonstrate the required five hundred (500) feet buffer from a conforming residential use, but is able to provide the city with a written, signed and notarized consent to authorization for the event from either the owner and/or occupant of each such residence, the buffer requirement may be waived;

4. Premises authorized under this exception shall not be permitted to operate between the hours of 12:00 midnight and 6:00 a.m.;

5. Applicant's failure to abide by any of these restrictions and the plans approved herein or any other city or state law governing the sale and/or dispensing of alcoholic beverages shall be grounds for the immediate cessation of a special event exception.

E. PC and A-3—Exception. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to liquor license establishments which are located in either a PC or an A-3 zone as long as the following criteria have been met:

1. The licensed premises is not within five hundred (500) feet of a residential zone.

2. Access to the licensed premises is restricted.

F. Open Air Tavern—Exception 1. ~~In the C-4 zone,~~ Where a land use is already authorized by Title 15 – Zoning, a liquor license establishment need not comply with the requirements of CBMC 3.08.040 Paragraph E if the non-complying portion of the liquor license premises meets the following conditions:

1. It is contiguous to a liquor license premises that does comply with CBMC 3.08.040 Paragraph E.
2. It is discernible from areas that are not part of the liquor license premises.
3. Access to the area is restricted.
4. No open containers of alcohol or consumption of alcohol are permitted in this area between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, or 12:00 a.m. and 7:00 a.m. on Fridays and Saturdays.
5. Amplified music will be permitted in these areas during the hours that consumption is permitted, but will be subject to the city's noise ordinance.
6. If two violations of state law or the Council Bluffs Municipal Code occur in the outdoor area within a twelve-month period that result in the conviction of the owner and/or his/her employees or agents, the use of the outdoor area as part of the liquor license premises will cease for a period of twelve (12) months, starting on the date of the second conviction. The same penalty will occur if four different incidents occur in the outdoor area within a twelve-month period that result in at least one conviction of persons other than the owner or his/her employees or agents.
7. The fencing and/or railing that is constructed to restrict access (paragraph F,3 of this section) shall be so designed so as to allow viewing of the restricted access area from outside. Its design shall be approved by the historic preservation commission.

G. Open Air Tavern—Exception 2. In areas not zoned C-4, a liquor license establishment need not comply with the requirements of CBMC 3.08.040 Paragraph E if the liquor license establishment is a legal non-conforming use, the maximum area does not exceed one hundred fifty (150) square feet, and it meets the conditions set forth below:

1. It must be so enclosed so that it may only be entered from that portion of the premises which is in compliance with CBMC 3.08.040 Paragraph E.
2. All exits from such area shall be for emergency use only and shall be equipped with the appropriate hardware to ensure such limited use.
3. No open containers of alcohol or consumption of alcohol are permitted in this area between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, or 11:00 p.m. and 7:00 a.m. Fridays and Saturdays.

4. Amplified music will be permitted in these areas during the hours that consumption is permitted, but will be subject to the city's noise ordinance.

5. If two violations of state law or the Council Bluffs Municipal Code occur in the outdoor area within a twelve-month period that result in the conviction of the owner and/or his/her employees or agents, the use of the outdoor area as part of the liquor license premises will cease for a period of twelve (12) months, starting on the date of the second conviction. The same penalty will occur if four different incidents occur in the outdoor area within a twelve-month period that result in at least one conviction of persons other than the owner or his/her employees or agents.

6. The fencing and/or railing that is constructed to restrict access shall be so designed as to allow viewing of the restricted access area from outside.

H. Special Events—Exception for City Controlled Property. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to special events to be held on property either owned or controlled by the city of Council Bluffs or other governmental body. The department, agency or governmental body in charge of said property may undertake or authorize such an event upon receiving confirmation that the health department, department of public works, police department and the fire department consent to the proposed activity. Once said consent has been obtained application may then be made with the city clerk for the appropriate license.

I. For purposes of this section, when determining the distance from a residential use or zone, it will be measured from the property line of the residential use or zone to the actual licensed premises.

J. For purposes of this section, nonresidential zones shall include those zones for which a residential dwelling is not a principal use.

(Ord. No. 6095, § 1, 7-12-2010; Ord. No. 6129, § 1, 6-13-11; Ord. No. 6161, § 1, 8-27-2012; Ord. No. 6171, § 1, 4-22-2013; Ord. No. 6235, § 1, 6-8-2015)

Editor's note— Ord. No. 6095, § 1, adopted July 12, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5882, § 1, 2006; Ord. No. 6040, § 1, 8-24-2009; Ord. No. 6069, § 1, 4-26-2010.

HISTORY
Amended by Ord. 6488 on 4/11/2022

ORDINANCE NO. 6661

AN ORDINANCE TO AMEND CHAPTER 3.08 "BEER AND LIQUOR CONTROL" OF THE 2025 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 3.08.045 "EXCEPTIONS TO CBMC 3.08.045 PARAGRAPH E".

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

SECTION 1. That Chapter 3.08 "BEER AND LIQUOR CONTROL" of the 2025 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending Section 3.08.045 "Exceptions to CBMC 3.08.040 Paragraph E" as follows:

3.08.045 Exceptions To CBMC 3.08.040 Paragraph E

A. Open-air Dining—Exception. If an applicant can establish that approximately fifty (50) percent of its gross revenue from items to be consumed on premise are derived, or are likely to be derived from the sale of nonalcoholic food items, and if the establishment is or is to be located in an area zoned C-4, C-3, or in an area zoned C-2 and is not within fifty (50) feet of a residential zone, or a nonresidential area other than C-4 or C-2, and is not within three hundred (300) feet of a residential use or zone. The restrictions established in CBMC 3.08.040 Paragraph E, need not apply to the entire premises if the conditions listed above are met. For that portion of the premises which the applicant wishes to exclude from such restrictions, the following restrictions must be complied with:

1. It must be so enclosed so that it may only be entered from that portion of the premises which is in compliance with CBMC 3.08.040 Paragraph E.

2. All exits from such area shall be for emergency use only and shall be equipped with the appropriate hardware to ensure such limited use.

3. No amplified music shall be permitted in such area between the hours of 10:00 p.m. and 7:00 a.m. Amplified music will be permitted in such areas between the hours of 7:00 a.m. and 10:00 p.m., so long as it complies with sound levels specified in CBMC 4.50.080 Paragraph H. Special sound variances pursuant to CBMC 4.50.080 Paragraph G,2 may be granted. If any outdoor dining facility is cited for violating CBMC 4.50 three times in a twelve-month period that ultimately result in three convictions, the service of alcoholic beverages in such area shall be suspended for a twelve-month period.

4. No live dancing, such as go-go dancing, strip tease acts or exotic dancing shall be permitted in such area.

5. Such area must be approved by the health department for open-air dining.

6. Outdoor dining facilities in C-2 zones shall not allow alcohol sales or consumption in their outdoor areas between the hours of 12:00 midnight and 6:00 a.m.

7. If the application is for an establishment in a C-2 zone, the applicant shall have the duty to notify all property owners within three hundred (300) feet of the premises to be licensed. This notice shall be given in the following fashion:

    1. Applicant shall establish a list of parties to be notified through utilization of the records of the county auditor;

    2. Applicant shall prepare envelopes addressed to each of the parties identified in paragraph A,7,a of this section, with the appropriate postage for certified delivery affixed thereto;

    3. Applicant shall prepare a notice for each of such property owners, advising of the nature of the action which is being sought, including the date it is to be acted upon by the city council;

    4. Applicant shall deliver all of the above to the city clerk at least ten (10) days prior to the date at which the action is proposed to be taken;

    5. It shall be the duty of the city clerk to insert the notices into the envelopes and deliver same to the post office within forty-eight (48) hours of receipt.

B. Golf-courses—Exception. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to golf courses consisting of fifteen (15) acres or more.

C. Stadium-type Activities—Exception. For the purpose of this section, a stadium-type activity is a sporting event to which there is controlled access. It shall only be permitted in areas zoned nonresidential and shall not be permitted within two hundred (200) feet of a residential use or zone; or if there are residential uses within two hundred (200) feet and the owner and/or occupant has signed a petition in support of the proposed use. The restrictions established in CBMC 3.08.040 Paragraph E, need not apply to the entire premises if the conditions listed above are met. For that portion of the premises which the applicant wishes to exclude from such restrictions, the following restrictions must be complied with:

    1. It must be enclosed by a fence or a wall.

    2. It must be enclosed so that it may only be entered from that portion of the premises which is in compliance with CBMC 3.08.040 Paragraph E.

    3. All exits from such area other than those that go into the CBMC 3.08.040 Paragraph E compliant area shall be for emergency use only.

    4. No amplified music shall be permitted in such area.

5. No live dancing, such as go-go dancing, strip tease acts or exotic dancing shall be permitted in such area.

6. If the area is within two hundred (200) feet of a residential use no activities shall be permitted therein after 10:00 p.m.

D. Special Events—Exception for Areas Zoned Other Than C-4. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to special events as long as they are not held within five hundred (500) feet of a residential use. For purposes of this exception, a special event shall last a maximum of seventy-two (72) hours.

Special Event—Exceptions for areas zoned C-4. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to special events held in areas zoned C-4.

These special event exceptions shall only be permitted if the following restrictions are satisfied:

1. The area intended to be utilized as a temporary liquor license premises must be clearly delineated, and so enclosed so that it will only allow ingress to and egress from the area at specifically identified locations approved by the Fire Marshall or his/her designee;

2. The applicant has developed a plan to address crowd and traffic control as well as state and city health codes and concerns created by the special event which have been approved by the Police Chief, Public Works Director and/or other appropriate City Officials. The applicant shall identify sufficient off-street parking to accommodate the size of the proposed licensed premises within a reasonable distance of the event;

3. Variance to the five hundred (500) feet buffer from a residential use. If the applicant is unable to demonstrate the required five hundred (500) feet buffer from a conforming residential use, but is able to provide the city with a written, signed and notarized consent to authorization for the event from either the owner and/or occupant of each such residence, the buffer requirement may be waived;

4. Premises authorized under this exception shall not be permitted to operate between the hours of 12:00 midnight and 6:00 a.m.;

5. Applicant's failure to abide by any of these restrictions and the plans approved herein or any other city or state law governing the sale and/or dispensing of alcoholic beverages shall be grounds for the immediate cessation of a special event exception.

E. PC and A-3—Exception. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to liquor license establishments which are located in either a PC or an A-3 zone as long as the following criteria have been met:

1. The licensed premises is not within five hundred (500) feet of a residential zone.
2. Access to the licensed premises is restricted.

F. Open Air Tavern—Exception 1. Where a land use is already authorized by Title 15-Zoning, a liquor license establishment need not comply with the requirements of CBMC 3.08.040 Paragraph E if the non-complying portion of the liquor license premises meets the following conditions:

1. It is contiguous to a liquor license premises that does comply with CBMC 3.08.040 Paragraph E.
2. It is discernible from areas that are not part of the liquor license premises.
3. Access to the area is restricted.
4. No open containers of alcohol or consumption of alcohol are permitted in this area between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, or 12:00 a.m. and 7:00 a.m. on Fridays and Saturdays.
5. Amplified music will be permitted in these areas during the hours that consumption is permitted, but will be subject to the city's noise ordinance.
6. If two violations of state law or the Council Bluffs Municipal Code occur in the outdoor area within a twelve-month period that result in the conviction of the owner and/or his/her employees or agents, the use of the outdoor area as part of the liquor license premises will cease for a period of twelve (12) months, starting on the date of the second conviction. The same penalty will occur if four different incidents occur in the outdoor area within a twelve-month period that result in at least one conviction of persons other than the owner or his/her employees or agents.
7. The fencing and/or railing that is constructed to restrict access (paragraph F,3 of this section) shall be so designed so as to allow viewing of the restricted access area from outside. Its design shall be approved by the historic preservation commission.

G. Open Air Tavern—Exception 2. In areas not zoned C-4, a liquor license establishment need not comply with the requirements of CBMC 3.08.040 Paragraph E if the liquor license establishment is a legal non-conforming use, the maximum area does not exceed one hundred fifty (150) square feet, and it meets the conditions set forth below:

1. It must be so enclosed so that it may only be entered from that portion of the premises which is in compliance with CBMC 3.08.040 Paragraph E.
2. All exits from such area shall be for emergency use only and shall be equipped with the appropriate hardware to ensure such limited use.

3. No open containers of alcohol or consumption of alcohol are permitted in this area between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, or 11:00 p.m. and 7:00 a.m. Fridays and Saturdays.

4. Amplified music will be permitted in these areas during the hours that consumption is permitted, but will be subject to the city's noise ordinance.

5. If two violations of state law or the Council Bluffs Municipal Code occur in the outdoor area within a twelve-month period that result in the conviction of the owner and/or his/her employees or agents, the use of the outdoor area as part of the liquor license premises will cease for a period of twelve (12) months, starting on the date of the second conviction. The same penalty will occur if four different incidents occur in the outdoor area within a twelve-month period that result in at least one conviction of persons other than the owner or his/her employees or agents.

6. The fencing and/or railing that is constructed to restrict access shall be so designed as to allow viewing of the restricted access area from outside.

H. Special Events—Exception for City Controlled Property. The restrictions established in CBMC 3.08.040 Paragraph E shall not apply to special events to be held on property either owned or controlled by the city of Council Bluffs or other governmental body. The department, agency or governmental body in charge of said property may undertake or authorize such an event upon receiving confirmation that the health department, department of public works, police department and the fire department consent to the proposed activity. Once said consent has been obtained application may then be made with the city clerk for the appropriate license.

I. For purposes of this section, when determining the distance from a residential use or zone, it will be measured from the property line of the residential use or zone to the actual licensed premises.

J. For purposes of this section, nonresidential zones shall include those zones for which a residential dwelling is not a principal use.

(Ord. No. 6095, § 1, 7-12-2010; Ord. No. 6129, § 1, 6-13-11; Ord. No. 6161, § 1, 8-27-2012; Ord. No. 6171, § 1, 4-22-2013; Ord. No. 6235, § 1, 6-8-2015)

Editor's note— Ord. No. 6095, § 1, adopted July 12, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5882, § 1, 2006; Ord. No. 6040, § 1, 8-24-2009; Ord. No. 6069, § 1, 4-26-2010.

HISTORY
Amended by Ord. 6488 on 4/11/2022

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

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

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

PASSED
AND November 17, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 11-3-25
Second Consideration: 11-17-25
Public Hearing: n/a
Third Consideration: _____

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Resolution 25-286
Resolution of intent to enter into a Transfer and Assignment of License Agreement for MidAmerican Energy Adventure Tower with Southwest Iowa Nonprofit for Collective Impact (SINC)

Background/Discussion

On February 22, 2021, SINC and the City agreed to a Memorandum of Understanding (the MoU) regarding several projects in or around River's Edge Park, following the passage of Resolution 21-44 by the City Council authorizing the Mayor to execute the MoU.

One of the River's Edge Park projects covered by the MoU is the MidAmerican Adventure Tower (the Tower) which is currently under construction on the west-side of the Levee near the Missouri River. Pursuant to the agreement of SINC and the City, as set out in the MoU, SINC is in the process of constructing the Tower and, once it is completed and accepted by the City, the City is to be responsible for the maintenance and care of the Tower going forward.

SINC is now a party to certain agreements, licenses, obligations and responsibilities related to the design, development, and future operation of the Tower which include a License Agreement with The Approach, LLC, to operate the climbing wall, caving system and other adventure elements of the Tower.

SINC is requesting that, to allow them to continue to draw down funds for the construction of the Tower and other projects at River's Edge Park, the City execute the proposed Transfer and Assignment of License Agreement for MidAmerican Energy Adventure Tower, which is attached hereto as "Exhibit A". A copy of the License Agreement which has been executed by both SINC and The Approach, LLC, which is the agreement to be assigned to the City, is attached hereto at "Exhibit B."

Staff Recommendation

In light of the obligations of the City pursuant to the Memorandum of Understanding executed on or about February 22, 2021, approved in Resolution 21-44, the City Attorney's Office recommends approval to fulfill those obligations.

Attachments

Exhibit A - Draft Transfer and Assignment of License for MidAmerican Energy Adventure Tower.pdf
Exhibit B - 10.16.25 Executed License Between SINC and The Approach.pdf

Prepared by: Whitney Jacque
Approved by:

Exhibit A

TRANSFER AND ASSIGNMENT OF LICENSE AGREEMENT FOR MIDAMEICAN ENERGY ADVENTURE TOWER

This Transfer and Assignment Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2025 (the "Effective Date"), by and between Southwest Iowa Nonprofit for Collective Impact (SINC), an Iowa nonprofit corporation ("Assignor"), and the City of Council Bluffs, Iowa, a municipal government ("Assignee"). Collectively, Assignor and Assignee may be referred to as "the Parties."

WHEREAS, Assignor is a party to certain agreements, licenses, obligations, and/or responsibilities related to the design, development, operation, construction, or maintenance of the structure known as the MidAmerican Energy Adventure Tower located in Council Bluffs, Iowa (the "Tower"); and

WHEREAS, Assignor wishes to assign, and Assignee agrees to assume, all of Assignor's rights, title, interests, duties, and obligations under such agreements and responsibilities, effective upon completion of the Tower and the issuance of a final, and not temporary, Certificate of Occupancy (the "Assignment Date").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment

Subject to the terms and conditions of this Agreement, Assignor hereby assigns, transfers, and conveys to Assignee, effective as of the Assignment Date, the Assignor's rights, interests, and obligations as owner the Tower under the License Agreement entered in to between Assignor and The Approach, LLC,a Nebraska Limited Liability Company, relating to use and operation of the Tower (hereafter "the License Agreement").

2. Assumption

Effective as of the Assignment Date, Assignee accepts a transfer and assignment of the Tower and agrees to assume ownership of and perform all future duties, responsibilities, and obligations of Assignor under the License Agreement, and shall be substituted for Assignor in each and every provision thereof.

The parties have entered in to or will enter in to a separate Endowment Agreement which outlines how funds from the Assignor shall be used to maintain the Tower. The Assignee agrees to use the endowment funds, in accordance with the terms of said Endowment Agreement, to maintain the Tower.

3. Condition Precedent

This Agreement shall not be effective until the Assignment Date, which shall be the date of the later occurring of the following conditions precedent:

- (a) Completion of construction of the MidAmerican Energy Adventure Tower has been achieved;
- (b) A fully executed Endowment Agreement between the parties; and
- (c) A final, and not temporary, Certificate of Occupancy for the Tower has been issued by the appropriate governmental authority.

Upon satisfaction of all conditions, the Transfer and Assignment shall automatically become effective without further action by either Party.

4. Further Assurances

Each Party agrees to execute and deliver such further documents and take such further actions as may be reasonably necessary to effectuate the purposes of this Agreement and complete the transfer, assignment, and assumption contemplated herein.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws principles.

6. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, and agreements, whether written or oral, relating to the assignment contemplated herein.

7. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

ASSIGNOR:
Southwest Iowa Nonprofit Collective Impact (SINC)
By: _____
Name: John Nelson
Title: Board Chair

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

On this ____ day of _____ 2025, before me the undersigned, a Notary Public in and for said County and State, personally appeared John Nelson, who, being by me duly sworn, did say that he is the Board Chair of the Southwest Iowa Nonprofit Collective Impact (SINC), that said instrument was signed and sealed on behalf of SINC, and that he as such officer acknowledges the execution of said instrument to be the voluntary act and deed of SINC, by it and by him voluntarily executed.

_____
Notary Public in and for said State

ASSIGNEE:
City of Council Bluffs, Iowa
By: _____
Name: Matt Walsh
Title: Mayor

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

On this ____ day of _____ 2025, before me the undersigned, a Notary Public in and for said County and State, personally appeared Matthew Walsh, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Council Bluffs, Iowa, a municipal corporation, that said instrument was signed and sealed on behalf of the City of Council Bluffs, Iowa, by authority of its City Council, and that Matthew Walsh as such officer acknowledges the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

_____
Notary Public in and for said State

Exhibit B

LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated this 16 day of October, 2025, (the "Effective Date") by and between the Southwest Iowa Nonprofit for Collective Impact (SINC) (hereinafter referred to as "Licensor") and The Approach, LLC, a Nebraska Limited Liability Company, (hereinafter referred to as "Licensee"), is hereby entered into and binding as of the date last written below.

WHEREAS, the Licensor is the owner of the MidAmerican Energy Adventure Tower (hereinafter referred to as "Tower") and is an Iowa Nonprofit Corporation;

WHEREAS, Licensee is a Nebraska Limited Liability Company that is authorized to do business in Iowa and is in the business of operating climbing walls, towers and related recreational activities;

WHEREAS, Licensor and Licensee desire to enter into an Agreement whereby Licensor will license to Licensee the use, operation and maintenance of the Tower to Licensee;

NOW, THEREFORE IN CONSIDERATION, of the mutual covenants, agreements, representations, and stipulations herein contained, the parties agree as follows:

1. License. Subject to full and prompt performance by Licensee of every covenant herein contained to be performed by Licensee, Licensor hereby grants:

   A. An exclusive license and privilege to use and operate the Tower's "operational tower areas" at such times and dates as may be agreed to by Licensor and Licensee. The operational tower areas defined in Exhibit A.

2. License Requirement. Licensee shall be licensed, and insured as outlined herein, to perform and conduct operating climbing walls, towers, and other related recreational activities as allowed by law for the Licensed Premises.

3. Licensed Premises. Licensor hereby grants and locates access to Licensee the space allocated to Licensee as outlined in blue on the attached Exhibit A (hereinafter referred to as "Licensed Premises"). Licensee shall have the ability to gain access to the Tower's Licensed Premises as outlined in blue on the attached Exhibit A, independent of Licensor staff or management being present for the purpose of operating and/or maintaining the tower. Licensee shall have access to the service drive and elevator for purposes of operating and/or maintaining the Tower. Licensee shall not have access to the "non-operational tower areas" as outlined in red and defined on the attached Exhibit A.

4. Ownership of Premises. Licensor, at all times under this Agreement, shall be the sole owner of the Tower and attached recreational amenities on the attached Exhibit A.

5. Access to Premises. Licensee and its agents, employees, and customers shall have the right of ingress and egress from the Licensed Premises during normal business hours; however, those persons shall, at all times, be subject to and abide by the rules and regulations of the operational tower areas of Licensor. If any of Licensee's employees, agents, customers, or clients,

desire access to the Licensed Premises, other than normal business hours of Licensor, Licensee shall give notice to and shall seek consent of Licensor prior to such person's entering the premises other than during normal business hours.

6. Responsibilities of Licensor. Licensor shall be responsible for all non-operational responsibilities related to the Tower, including, but not limited to:

A. Daily routine maintenance of non-operational tower areas;

B. Annual inspections and capital reinvestment of recreational equipment;

C. Warranty management of building components and systems;

D. Service of building equipment, components, and systems;

E. Major repair of plumbing fixtures and equipment of non-operational tower and the plumbing fixtures and equipment belonging to Licensor in the operational area;

F. Major repair of recreational amenities upon notice and request of Licensee; and

G. Security equipment service and repair within and outside of Licensee operational tower areas.

7. Responsibilities of Licensee. Licensee shall be responsible for all operational responsibilities related to the Tower, including, but not limited to:

A. Daily routine cleaning and maintenance of the operational tower areas;

B. Oversight and responsibility for the safety and well-being of all patrons within the operational tower areas during business hours;

C. Inspecting and restocking the restrooms within operational and non-operational tower areas. Licensee will notify the Licensor when paper products need to be restocked within 14-days;

D. Daily and/ or routine maintenance of recreational amenities;

E. Notify the Licensor immediately upon identification of warranty issue relating to any system or component within the operational tower areas including recreational amenities. Licensee can contact the appropriate agency for repair on behalf of the Licensor upon request;

F. Minor repair of plumbing fixtures and equipment within Tower operational tower areas;

G. Service and minor operational repair of recreational amenities (i.e., rock climbing wall, roll glide, caving facility) including as outlined in Exhibit A;

H. Community Contribution: The Licensee is committed to making the amenities available to low- income children and families who cannot afford the cost

of using the amenities. The Licensee will provide access, a minimum of 10 days per year, to low-income families. These access days will prioritize children and families in the community of Council Bluffs and Southwest Iowa first and will then serve the metro Omaha area second. These access days will be provided by the Licensee working with not-for-profit organizations who serve low-income children and families and through free passes which shall be made available through the Council Bluffs Public Library.

8. Licensor's Authorization. Licensor hereby grants and delegates to Licensee the authority and responsibility necessary to permit Licensee to perform its duties and responsibilities under this Agreement and to operate and maintain the Tower. Licensor agrees to take additional steps to evidence such delegation and authorization as is reasonably requested by Licensee. Licensor hereby grants to Licensee the use and occupancy of the Tower during the term of this Agreement and any renewal term as provided herein. Licensor will not grant any such authorization to any third party to use or occupy the Tower without Licensee's prior written consent.

9. Licensee Personnel. Licensee shall only allow and employ employees and personnel to fulfill Licensee's obligations under this Agreement that are certified by PCIA's Climbing Site Belayer standard curriculum. Additionally, Licensee shall operate the Tower and all attached recreational amenities using up-to-date standards and best practices that are related to the operation of such facilities, including, but not limited to Industry Practices: A Sourcebook for the Operation of Manufactured Climbing Walls, Third Addition (Climbing Wall Association), as updated and amended from time to time.

10. Term. This Agreement shall be in effect from the date of execution for an initial term of five (5) years. Licensee shall have the option to renew this Agreement for two (2) additional terms of three (3) years for each term, in accordance with the provisions of paragraph 11 of this Agreement.

11. Option to Renew. Three (3) months prior to the termination of the initial five (5) year term (or the termination of the first renewal period), Licensee shall inform Licensor of its intent to execute its Option to Renew. At the time Licensee provides Licensor with its intent to execute the option to renew the Agreement, both Licensor and Licensee shall schedule and attend a meeting in which Licensor and Licensee review this Agreement, discuss any potential future payments owed during the renewal option period, and determine whether it is necessary to amend this Agreement based on the best interests and practices that are agreed to, in writing, by both parties.

12. License Payment. During the initial five (5) year term of this Agreement, Licensor shall not collect any payment from Licensee for the operation of the Tower. Any payments that may be owed by Licensee during the option renewal period(s) shall be discussed at the meeting between the parties and shall be agreed to, in writing, by both parties, and documented as an addendum to this Agreement.

13. Remodeling, Equipment, Staff, Supplies, and Licensee Requirements. Licensee

shall not be permitted to remodel the Licensed Premises without the specific written consent of Licensor. Nothing herein shall prevent Licensee from removing, at the end of the license term, any removable equipment or furniture installed by Licensee for the operation and use of the Tower. Except as provided herein, Licensee shall provide for its own equipment, personnel, supplies, all generally, all requirements related to the operation of the Licensed Premises, none of which shall be the responsibility of the Licensor.

14. Expenses. All expenses related to the responsibilities of Licensee, as identified in paragraph 7 of this Agreement, shall be the paid by Licensee. Licensee shall also be responsible for all expenses related to their equipment, personnel, and supplies related to the operation of the Licensed Premises and the Tower. All expenses related to the responsibility of Licensor, as identified in paragraph 6 of this Agreement, shall be paid by Licensor.

15. Revenue and Accounting. The Licensee shall be responsible for all accounting, revenue, and tax related matters related to the operation of the Tower. Licensee may charge its customers fees for the privilege of using/climbing the Tower in an amount that Licensee determines. Any taxes owed on the fee charged by Licensee shall be the sole responsibility of Licensee.

16. Insurance. Licensee shall obtain insurance of the types and in the amounts set forth below from an underwriter licensed to do business in the State of Iowa and shall furnish certificates of such insurance to Licensor evidencing the required insurance prior to operating under this Agreement, and shall provide new certificates upon renewal or request.

A. Worker's Compensation in the minimum amount required by law and Employer's Liability with limits not less than $100,000/$500,000/$100,000, with a waiver of subrogation in favor of Licensor and the policy endorsed to name Licensor as an alternate employer.

B. Commercial General Liability to include coverage for the following: (1). Premises/Operations (ongoing & completed); (2) Independent Contractors; (3) Personal and Advertising Injury; and (4) Per Location Aggregate; and (5) Contractual Liability. Such coverages must be maintained in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate. Licensor will be named as an additional insured on a primary and non-contributory basis, and such policy shall have a waiver of subrogation in favor of Licensor. The requirements of this paragraph shall extend to Licensee's Umbrella or Excess Liability coverage as needed to meet the policy limits herein.

C. Governmental Immunity – The following clauses shall be added to all liability coverages:

i. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code 670.4 as it now exists and as amended from time to time.

ii. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code 670.4 as it now exists and as amended from time to time.

17. Indemnity.

A. Obligation of Licensee – Any and all obligations and costs to defend all disputed claims arising out of or resulting from Licensee's activities conducted in connection with, incidental to, or in furtherance of this Agreement shall be the responsibility of Licensee, and Licensee shall advise the Licensor of any such matters.

B. Indemnification by Licensee – Licensee will indemnify, defend and hold harmless Licensor, it's members, managers, officers, directors, agents, authorized representatives and employees, from and against any and all liability for any and all claims, liens, suits, fines, losses, demands or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses (including courts costs and reasonable attorney's fees and other reasonable costs), arising out of or resulting from the breach of any representation or warranty by Licensee, or from Licensee's intentional misconduct or gross negligence, under this Agreement.

C. Indemnification by Licensor – Licensor agrees to indemnify and hold harmless Licensee and its members, managers, officers, directors, agents, authorized representatives, and employees, from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatever nature, for, on account of, or due to the negligent acts or omissions of the Licensor's officers, members, agents, representative, contractors, employees or assigns arising out of or resulting from the breach of representation or warranty by Licensor, or in connection with the Licensor's use or occupancy of the Tower under this Agreement.

D. Notice of Claims – Licensor and Licensee will provide each other with prompt written notice, of any event covered by the indemnity provisions of this Agreement and, in the event a claim or action is filed, each party may employ attorneys of its own choosing to appear and defend the claim or action on its behalf. Failure to provide such notice will not limit any party's indemnity obligations hereunder.

18. Default. Any one or more of the following events will, unless cured within the specific cure period, constitute an event of default of this Agreement:

A. Either party's failure to timely pay any sums payable pursuant to this Agreement when and as the same becomes due, which non-payment remains uncured for a period of five (5) days after written notice thereof from the other party to the defaulting party;

B. A discontinuance by either party of its business, filing of a bankruptcy petition, or any other action relating to the insolvency of either party;

C. Cure Period. If either party breaches in whole or in part any covenant, agreement, stipulation, or warranty contained herein, the non-breaching party may give notice in writing by certified or registered mail, postage prepaid, return receipt requested, of such breach or default. The breaching party shall have sixty (60) days following the date of the notice to cure the breach, or such longer period of time as may be reasonably required to cure such breach, provided that the breaching party promptly commenced the remedy to such breach within the sixty (60) days period and continues diligently to complete such cure. If the breaching party fails to cure the breach within the sixty (60) day time period following notice, and or fails to diligently complete the cure if a longer period of time is reasonably required to cure said breach, then the failure to cure the breach shall be considered a material breach and the non-breaching party may execute the remedies identified in paragraph 19 of this Agreement. For clarity, the parties agree that if a breach makes the Tower, or any part of the Tower, unsafe to operate or relates to the insurance or licensing requirements in this Agreement that operations of the whole, or part (if applicable), of the Tower shall cease until such time as the breach is cured and the Tower is safe to operate.

19. Remedies for Default.

A. Licensor's Remedies – In the event of a Default by Licensee, Licensor may terminate this Agreement upon expiration of the specified cure period by delivering to Licensee written notice of its election to terminate the Agreement, provided that Licensee has not timely cured the Default.

B. Licensee's Remedies – In the event of a Default by Licensor, Licensee may terminate this Agreement upon expiration of the specified cure period by delivering to Licensor written notice of its election to terminate the Agreement, provided that Licensor has not timely cured the Default.

C. Remedies Not Exclusive – No remedy granted to Licensor or Licensee is intended to be exclusive of any other remedy provided herein or by law, but each will be cumulative and will be in addition to every other remedy given herein or existing at law or in equity, subject to paragraph 30 below on Waiver of Consequential Damages.

20. Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, the parties will take the following actions no later than the effective date of such termination or expiration:

A. Transfer of Tower to Licensor – Licensee will vacate and surrender the Tower to Licensor and transfer to Licensor possession of all property belonging to the Tower or Licensor, including, but not limited to inventories of merchandise, food, beverages and supplies (if applicable); equipment, furniture and fixtures (normal wear and tear expected); contract rights, trade names, licenses and permits, and Tower books and records. Licensee shall not be responsible for surrendering any equipment, supplies, and any other materials purchased and provided by Licensee for the purpose of operating the Tower.

B. Liabilities to be Assumed – Licensor will assume and be responsible for future obligations and liabilities relating to the Tower, other than contingent tort liabilities which result from the intentional wrongdoing or negligence of Licensee.

C. Payment – All sums owed by either party to the other pursuant to this Agreement will be paid within thirty (30) days of the effective date of termination or expiration of the Agreement.

D. Survivability – The provisions of this paragraph 20 will survive the termination or expiration of this Agreement.

21. Covenant of Cooperation. Licensee will provide Licensor with prompt notice of any material damage, loss or injuries suffered at the Tower, complaints (whether written or otherwise) about the Tower or its management, and actual or anticipated disputes with third parties, Licensee and Licensor shall cooperate in resolving such complaints, disputes or claims.

22. Licensor's Representations and Warranties. To induce Licensee to enter into this Agreement, Licensor makes the following representations and warranties to Licensee:

A. Each of the recitals set forth in this Agreement are true and correct;

B. Licensor has power and authority and all legal rights to enter into and perform this Agreement. The members, managers, directors and/or officers of Licensor executing this Agreement are duly and properly authorized to execute this Agreement. This Agreement, when duly authorized, executed and delivered by the parties hereto, will create a valid and binding obligation on the part of the Licensor, enforceable against Licensor in accordance with its terms; and

C. Except as previously disclosed in writing to Licensee, there are no actions, suits or proceedings pending or, to the knowledge of Licensor, threatened against Licensor or affecting Licensor which relate to the Tower, in law or in equity, by or before any court, arbitrator, administrative or governmental body or other person. Except as previously disclosed to Licensee, Licensor is not in violation or default with respect to any applicable law or regulation which affects the Tower and the Tower fully complies with all applicable federal, state and local laws, ordinances, regulations, orders and

directives.

23. Licensee's Representations and Warranties. To induce Licensor to enter into this Agreement, Licensee makes the following representations and warranties to Licensor:

A. Each of the recitals set forth in this Agreement are true and correct;

B. Licensee is a duly organized and validly existing Limited Liability Company in good standing under the laws of the State of Nebraska and is duly qualified to do business in the state where the Tower is located; and

C. Licensee has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein and contemplated by this Agreement. This Agreement, when duly authorized, executed and delivered by the parties hereto, will create a valid and binding obligation on the part of the Licensee, enforceable against the Licensee in accordance with its terms.

24. Relationship of the Parties. Licensor and Licensee will be, and at all times under this Agreement will remain, that of an owner and independent contractor, respectively. Neither Licensor nor Licensee will be construed or held to be partner, limited partner, associate or agent of the other, or be joint venturers with the other. Neither Licensor nor Licensee will be authorized by the other to contract any debt, liability or obligation for or on behalf of the other except as provided herein.

25. Notices. Except as otherwise provided herein, any and all notices required or permitted under this Agreement must be in writing and will be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first class postage prepaid, registered or certified mail, return receipt requested. Notices will be properly addressed if addressed to the parties as followed:

A. Licensor: Southwest Iowa Nonprofit for Collective Impact (SINC)
Attn: President, Pete Tulipana
4201 Rivers Edge Parkway
Suite 400
Council Bluffs, IA 5150

B. Licensee: The Approach, LLC
Attn: Scottie Chilson
4923 S. 72nd St.
Omaha, NE 68127

Such addresses may be changed by written notice given to the other party as provided above.

26. Further Acts. The parties agree to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be

reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein.

27. Interpretation. Unless the context requires otherwise, words used in the singular number include the plural and vice-versa.

28. Section Headings. The various section, subsection, paragraph, subparagraph and clause headings in this Agreement are for convenience and reference only and in no way define, limit, extend or interpret the scope of this Agreement or of any section, subsection, paragraph, subparagraph or clause contained herein.

29. Amendments and Waivers. This Agreement can be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement must be made in writing executed by the party who could demand fulfillment of such waived provision.

30. Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Licensor nor Licensee will be liable to the other for any special, consequential or exemplary damages or loses of any kind, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including, but not limited to, loss of use, profits, business, reputation or financing.

31. Assignment. It is the intention of the Licensor to transfer ownership of (and/or any interest it may have in) the Tower to the City of Council Bluffs, Iowa, and assign all rights, duties, benefits, conditions, and obligations of this License to the City of Council Bluffs once construction is complete and a Certificate of Occupancy is issued.

A. The Licensee is aware of this and hereby expressly consents to an assignment of this License, by the Licensor to the City of Council Bluffs. Neither party may otherwise assign this Agreement or its rights, duties and obligations hereunder without the prior written consent of the other party, which consent must not be unreasonably withheld.

B. The anticipated transfer date from the Licensor to the City of Council Bluffs, Iowa, is March 1, 2026. The parties acknowledge that completion, certification, and transfer may be delayed due to adverse weather or forces outside of the control of the Licensor. In the event that the transfer will be delayed, the Licensor shall provide reasonable notice to the Licensee.

C. In the event of an assignment of this Agreement by the Licensor to the City of Council Bluffs, Iowa, the address for the City of Council Bluffs, Iowa, for any Notice, as outlined in paragraph 25 shall be:

City of Council Bluffs, Iowa
City Attorney's Office
209 Pearl Street, Suite 304
Council Bluffs, Iowa 51503

32. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective permitted successors and assigns.

33. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Iowa.

34. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts and all such counterparts will constitute one agreement binding on both parties.

35. Severability. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

36. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.

37. Approvals. Any consent or approval referred to herein (by whatever words used) of either party must not be unreasonably withheld, delayed or conditioned, and neither party may seek or obtain any payment as a condition therefor. Except as otherwise expressly provided herein, whenever either party has called upon the other to execute and deliver a consent or approval in accordance with the terms of this Agreement, the failure of such party to respond to the demand within fifteen (15) days after written request therefor given in accordance with this Agreement, or such other period as specifically set forth herein, will be deemed to be a consent or approval. In the event that either party refuses to give its consent or approval to any request by the other, such refusing party must indicate by written notice to the other the reason for such refusal.

38. Third-Party Beneficiaries. Nothing herein contained will be deemed to establish any rights of third parties against the parties hereto, it being the intent that the rights and obligations set forth herein are those of the parties hereto alone, with no third-party beneficiary rights intended.

39. Survival. All covenants, agreements, representations, and warranties made herein will survive the execution and delivery of (1) this Agreement, and (2) all other documents and instruments to be executed and delivered in accordance herewith, and will continue in full force and effect during the Term of this Agreement.

40. Force Majeure. Neither party will be liable for any failure to perform its obligations hereunder, other than payment obligations, due to unforeseen circumstances or causes beyond the party's reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of civil or

military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, fire, flood, earthquake, accident, strikes, radiation, inability to secure transportation, failure of communications or electrical lines, facilities, fuel, energy, labor or materials. In an event of force majeure, either party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby. The party subject to the force majeure shall (1) give notice of suspension of its obligations as soon as reasonably practicable stating the date and extent of such suspension and the cause thereof, (2) use its best efforts to remedy or remove such force majeure with the least practicable delay, and (3) resume the performance of its obligations as soon as reasonably practicable after the remediation or removal of the cause. Notwithstanding anything to the contrary herein, if an event of force majeure can reasonably be expected to prevent the affected party from performing its obligations for a period of at least six (6) months, then the other party may terminate this Agreement upon not less than fifteen (15) days written notice to the affected party.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on the date first written above.

Licensor: Southwest Iowa Nonprofit for Collective Impact (SINC)

By: _____

John Nelson, Board Chair

Licensee: The Approach, LLC, a Nebraska Limited Liability Company

By: _____

Sarahjoy Nieves, Manager

Exhibit A: Spaces and Responsibilities Defined

Non-operational tower areas shall be defined as any space not used specifically by the Licensee to operate any of the adventure tower amenities. Rooms are defined by level as indicated on the construction documents as follows:

All Levels: Stair 1, Elevator, and Elevator Vestibules

Level 0,4,5,7: Storage 002

Level 1: Boardwalk and lookout areas, Plumbing 104, Storage 105, Snacks 103, Equipment 102, Men's 107, Janitor 108, Women's 106

Level 2: Electrical 205, Mechanical 204

Level 3: NA

Level 6: Observation 602, Viewing platform off elevator

Level 8: Observation 702, Viewing 705

Operational tower areas shall be defined as any space used specifically by the Licensee to operate any of the adventure tower amenities. Rooms are defined by level as indicated on the construction documents as follows:

All Levels: Stair 2

Level 0,4,5,7: NA

Level 1: NA

Level 2: Caving 210, Shower RR 203, Corridor 200, Break 202

Level 3: Caving departure 304, Operations 303, Climbing area, Roll glider landing area, Patron observation area

Level 6: Roll glide platform

Level 8: NA

Routine maintenance shall be defined as preventive maintenance activities and schedules and inspection of all system components, surface cleaning, supply management, trash collection, snow removal, etc.

Recreational equipment is to be inspected annually by Walltopia and includes:

Caving Systems and relating lighting, ventilation, and emergency systems

Climbing Wall fiberglass panels, support structure, connections to concrete, lead anchor bolts, rappel anchor stations, and autobelay mounts

Roll glider structural supports, connections, and trolleys

Autobelays, which will require separate certification by HeadRush Technologies

Building components and systems to have warranties management and preventive maintenance services are defined as:

Plumbing and HVAC primary components including piping, water heaters, compressors, condensers, blowers, cooling coils, furnaces, ductwork, lavatories, faucets, urinals, mop sinks, floor drains

Electrical and Lighting systems including light switches, occupancy sensors, dimming apparatus, breakers, panels, lamps, luminaires, ballasts, cables, connections,

Internet and Technology systems including wireless internet, LAN internet, modems, routers, public access, online security/privacy,

Security and access systems including cameras, speakers, signage, door locking mechanisms, overhead doors and tracks,

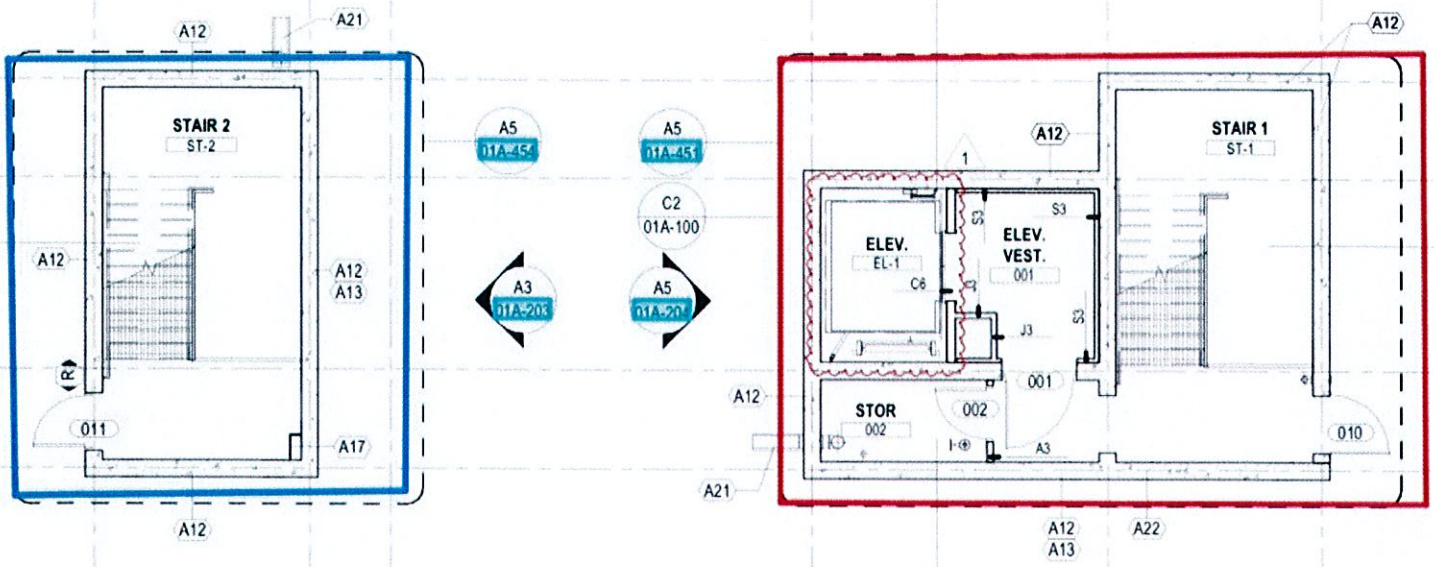
Fire and/or Lightning protection systems including fire extinguishers, phone lines for fire department, sirens, lights, control panels, evacuation signage

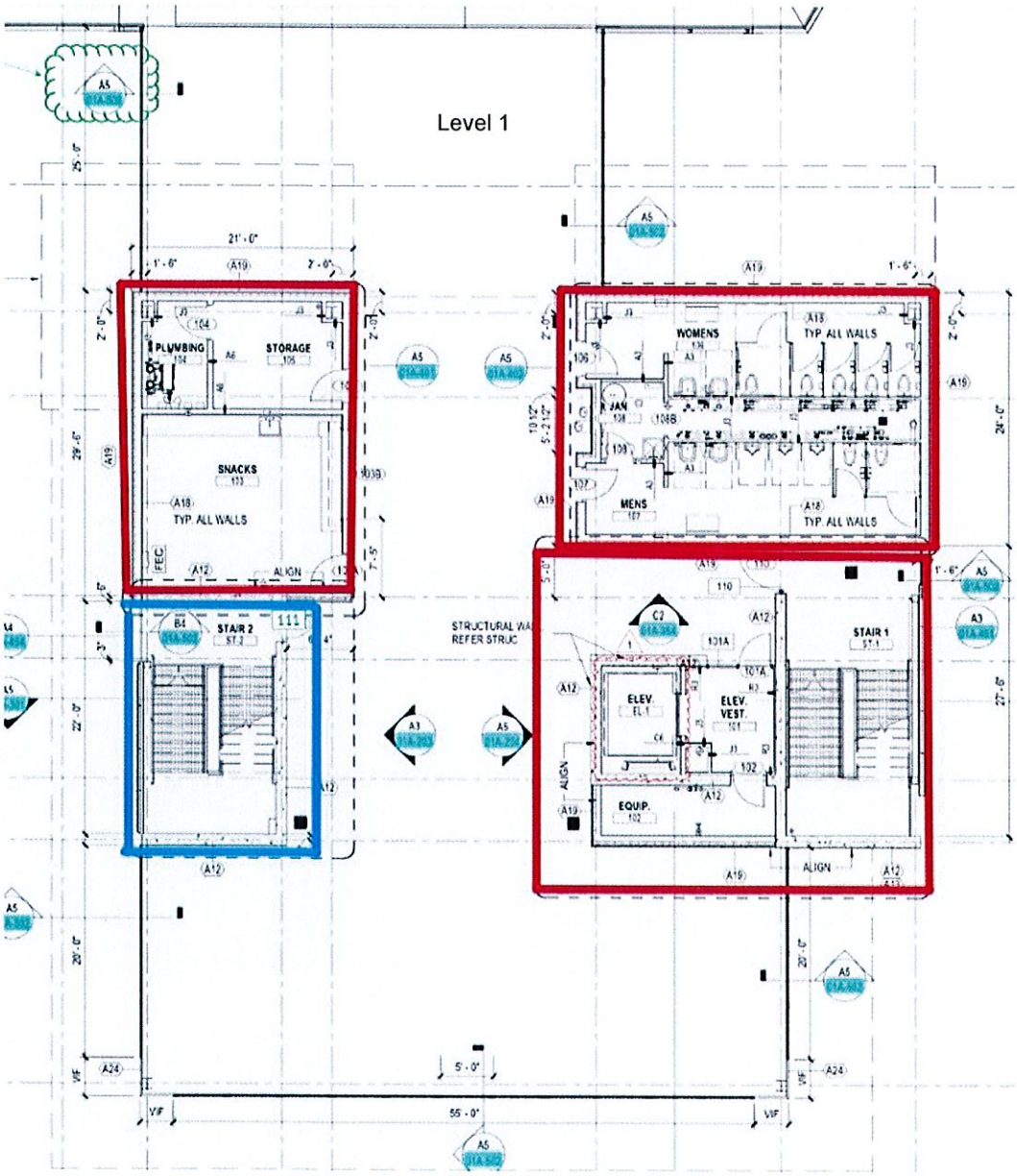
Elevators and all related equipment

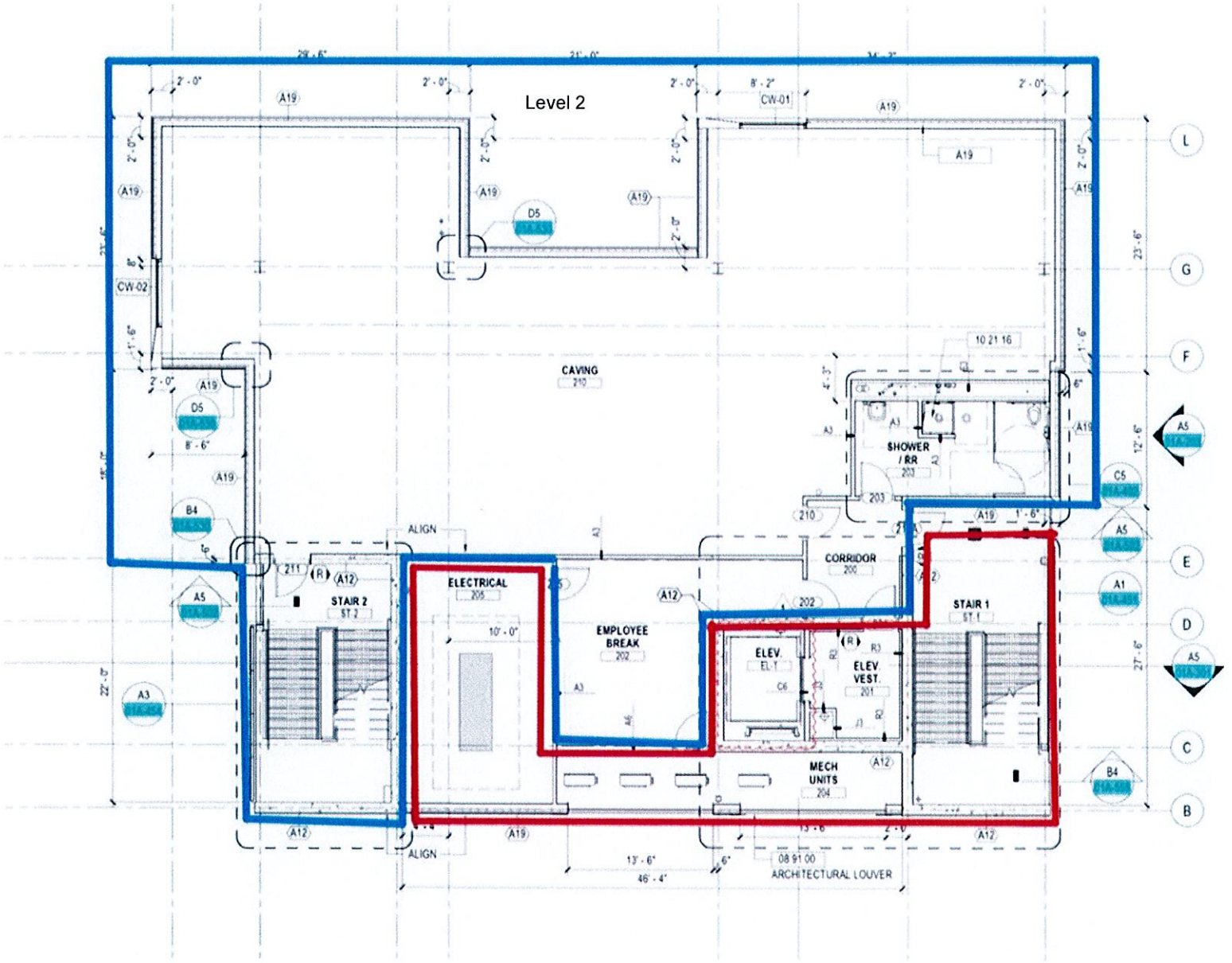
Major Repairs on fixtures and equipment shall include those outside of basic preventive maintenance schedules including replacement of broken components permanently attached to the structure and/or those used in areas available to the public usage such as faucets or fixtures, toilet paper and hand towel dispensers, doors and door access, overhead doors, handrails, graffiti, security cameras, sound systems, emergency systems, elevators, egress pathways, water pressure regulators, water heaters, drinking fountains, HVAC motors and components, lighting controllers and fixtures, climbing wall panels and/or anchors, roll glide trolleys and/or structure, and caving lighting and/or ventilation, fire alarms,

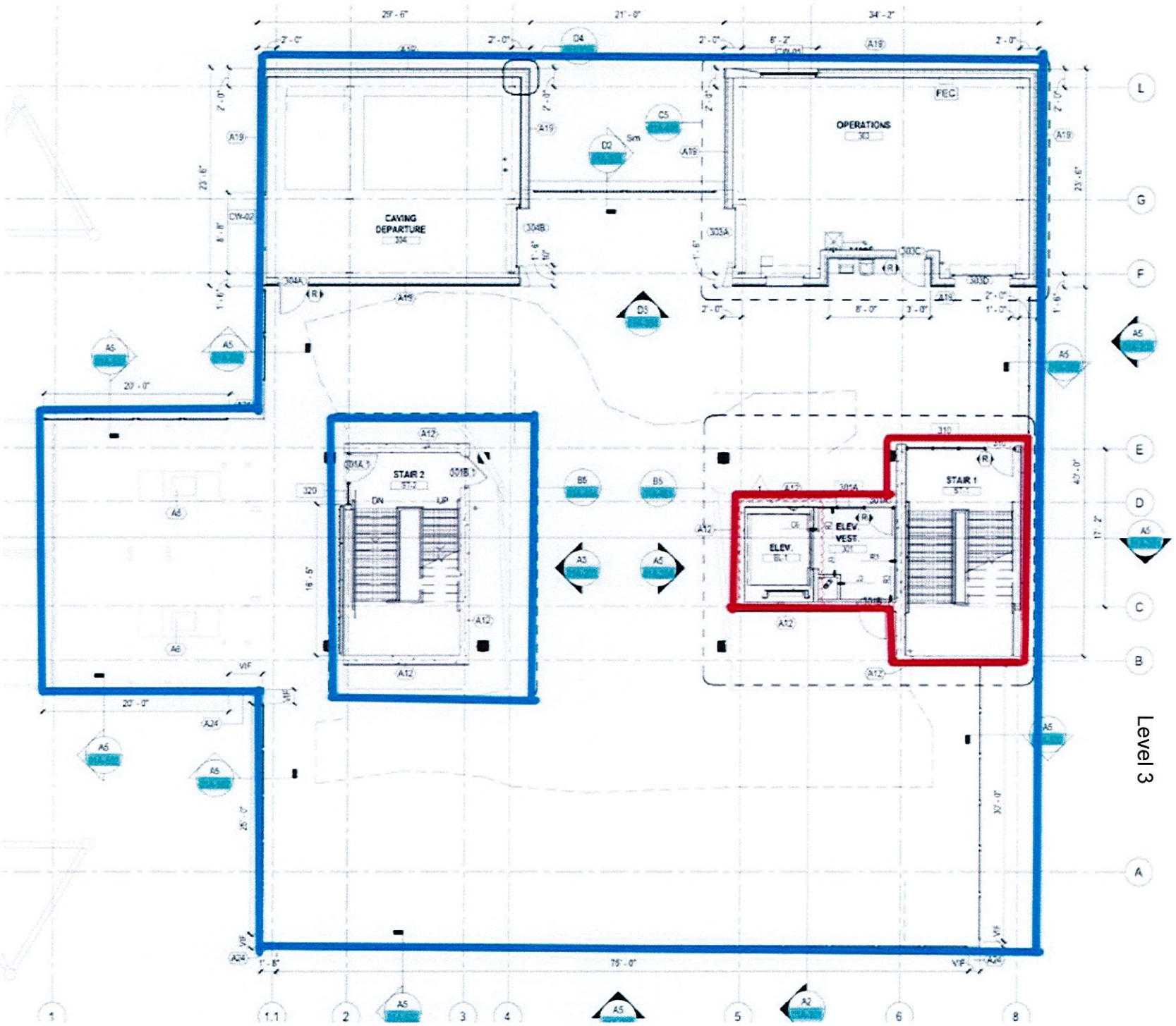
Minor Repairs on fixtures and equipment shall include those that do not require professional experience nor certification including filter replacements, tightening of hardware, visual inspections, lamp or bulb replacement, autobelay webbing replacement, bat/critter removal, general cleaning and housekeeping, climbing hold replacement, t-nut replacement, routine inspections and documentation logs for all amenities equipment for ropes, harnesses, headlamps, helmets, autobelays, landing mats/pads, timing system components, and first aid kits.

Level 0

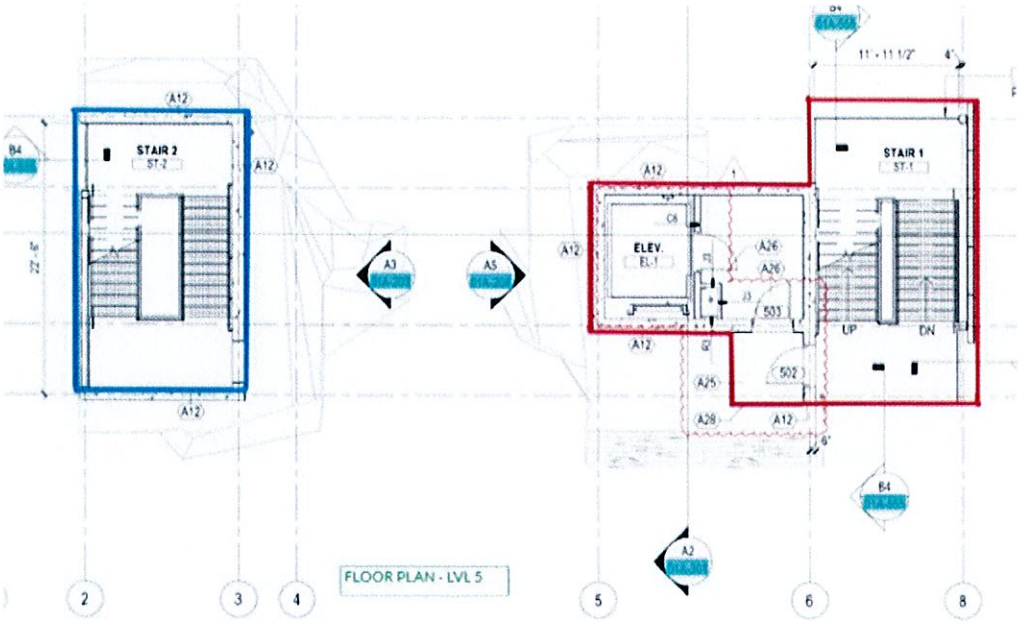

A12
A21
STAIR 2
ST-2
A12
A12
A13
A17
011
A12
A5
01A-454
A3
01A-520
A5
01A-451
C2
01A-100
A5
01A-520
A12
STAIR 1
ST-1
A12
ELEV.
EL-1
ELEV.
VEST.
001
C6
S3
J3
001
STOR
002
002
010
A3
A12
A21
A12
A13
A22


Level 1
PLUMBING
STORAGE
SNACKS
TYP. ALL WALLS
STAIR 2
WOMENS
TYP. ALL WALLS
JAN
MENS
TYP. ALL WALLS
STAIR 1
ELEV.
ELEV. VEST.
EQUIP.
ALIGN
55' - 0"

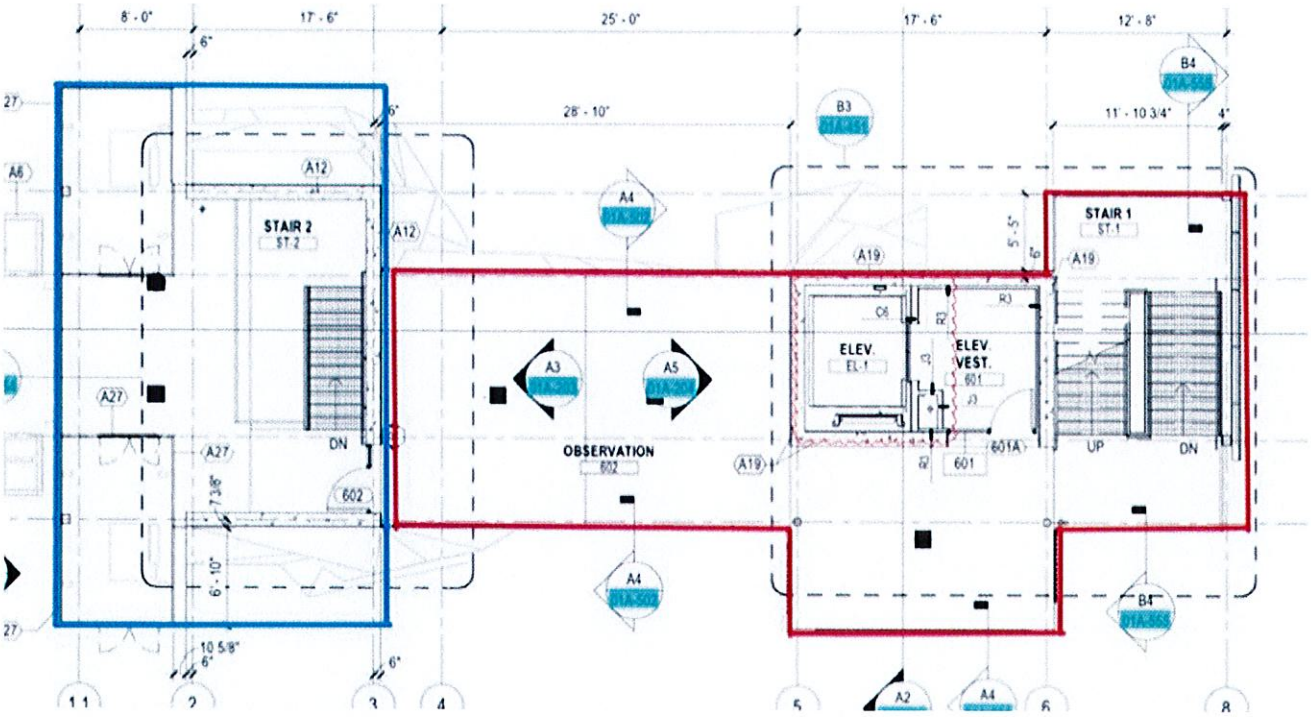

Level 2
CAVING
210
SHOWER / RR
203
CORRIDOR
200
ELECTRICAL
205
EMPLOYEE BREAK
202
STAIR 2
ST.2
STAIR 1
ST.1
ELEV.
EL-1
ELEV. VEST.
201
MECH UNITS
204
ALIGN
ALIGN
CW-01
CW-02
D5
B4
A5
C5
A1
A3
A19
A12
10 21 16
08 91 00
ARCHITECTURAL LOUVER
46' - 4"
13' - 6"
10' - 0"
8' - 6"
8' - 2"
2' - 0"
1' - 6"
4' - 3"
23' - 6"
12' - 6"
27' - 6"
22' - 0"


CAVING DEPARTURE
OPERATIONS
FEC
STAIR 2
STAIR 1
ELEV.
ELEV. VEST.
DN
UP
Level 3

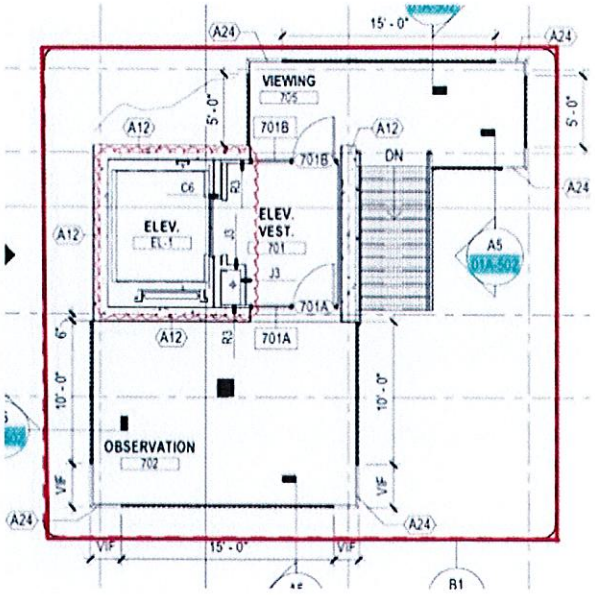
Level 4; Level 5



Level 6


STAIR 2
ST-2
STAIR 1
ST-1
OBSERVATION
602
ELEV.
EL-1
ELEV.
VEST.
601
601A
UP
DN
A12
A19
A27
A3
A4
A5
B3
B4
B1
A2
A6

Level 8


A24
15' - 0"
VIEWING
705
701B
A12
5' - 0"
DN
C6
ELEV.
EL-1
ELEV.
VEST.
701
J3
A5
701A
R3
10' - 0"
OBSERVATION
702
VIF
15' - 0"
B1

RESOLUTION NO. 25-286

A RESOLUTION OF INTENT TO ENTER INTO A TRANSFER AND ASSIGNMENT OF LICENSE AGREEMENT FOR THE MIDAMERICAN ENERGY ADVENTURE TOWER WITH SOUTHWEST IOWA NONPROFIT FOR COLLECTIVE IMPACT (SINC)

WHEREAS, on or about February 22, 2021, SINC and the City entered in to a Memorandum of Understanding (the MoU) regarding several projects in or around River's Edge Park following the passage of Resolution 21-44 by the City Council authorizing the Mayor to execute the same; and

WHEREAS, one of the River's Edge Park projects covered by the MoU is the MidAmerican Adventure Tower (the Tower) which is currently being constructed; and

WHEREAS, SINC is now and/or will soon be a party to certain agreements, licenses, obligations and responsibilities related to the design, development, and future operation of the Tower; and

WHEREAS, SINC wishes to assign, and the City would assume, all of the rights, obligations, interest, etc. under such agreements and licenses once the Tower construction is complete, and Endowment Agreement has been executed for the maintenance costs of the Tower, and a final (and not temporary) Certificate of Occupancy has been issued for the Tower; and

WHEREAS, the proposed Transfer and Assignment of License Agreement for MidAmerican Energy Adventure Tower is attached hereto as "Exhibit A"; and

WHEREAS, a copy of the License Agreement for operation, maintenance, and use of the recreational activities at the Tower (climbing wall, caving system, etc.) and the Tower itself for an initial term of five (5) years (with two, optional three (3) year extensions) which has or will be executed by both SINC and The Approach, LLC, setting forth the agreement between the parties is attached hereto at "Exhibit B"; and

WHEREAS, it is in the best interest of the City of Council Bluffs to enter into this Transfer and Assignment of License Agreement with SINC.

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

That the Mayor of Council Bluffs is hereby authorized to execute, on behalf of the City, the Transfer and Assignment of License Agreement with SINC for the conditional transfer and assignment of the MidAmerican Energy Adventure Tower to the City of Council Bluffs.

BE IT FURTHER RESOLVED

That the following documents, attached hereto and incorporated by reference, are hereby approved as to form and content:

Exhibit A: Transfer and Assignment of License Agreement for MidAmerican Energy Adventure Tower and

Exhibit B: License Agreement executed the 16th day of October, 2025, between SINC and The Approach for the operation of the MidAmerican Energy Adventure Tower.

ADOPTED
AND
APPROVED: November 17, 2025.

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Resolution 25-287
Resolution of intent to enter into a Maintenance Endowment Agreement with Southwest Iowa Nonprofit for Collective Impact (SINC) for the Riverfront Revitalization River's Edge Development (River's Edge Development)

Background/Discussion

On February 22, 2021, SINC and the City agreed to a Memorandum of Understanding (the MoU)
regarding several projects for reviving the riverfront as part of the River's Edge Development, following the passage of Resolution 21-44 by the City Council authorizing the Mayor to execute the
MoU.

As outlined in the MoU, the City agreed to be assume responsibility for the ongoing care and maintenance of a number of park improvement projects provided that SINC agreed to establish an
endowment fund, to be funded with an initial contribution of $2,000,000.00 by SINC, so that the income
generated by the endowment fund could be utilized by the City to cover some of the maintenance
expenses associated with those improvements.

The City and SINC have now negotiated the attached Maintenance Endowment Agreement which
sets out, in detail, how the endowment fund is to be structured, utilized, and administered.

The City and SINC are now asking for City Council to approve the Maintenance Endowment Agreement
and authorize the Mayor to sign the same on behalf of the City.

Staff Recommendation

In light of the obligations of the City pursuant to the Memorandum of Understanding executed on or about February 22, 2021, approved in Resolution 21-44, the City Attorney's Office recommends approval to fulfill those obligations.

Attachments

111025 Final Maintenance Endowment AGREEMENT.pdf
25-287.docx

Prepared by: Mimi Dobson
Approved by:

MAINTENANCE ENDOWMENT AGREEMENT

Between the City of Council Bluffs and Southwest Iowa Nonprofit for Collective Impact

ARTICLE I: PURPOSE

This Agreement establishes the terms between the City of Council Bluffs Parks and Recreation Department ("CITY") and Southwest Iowa Nonprofit for Collective Impact ("SINC") for managing and using the Maintenance Endowment for the Riverfront Revitalization River's Edge Development ("RIVER'S EDGE DEVELOPMENT").

ARTICLE II: COVERED FACILITIES

2.1 The Maintenance Endowment covers the following River's Edge Development improvements:

(a) Observation Tower structure and finishes

(b) Tree top canopy/elevated walk system

(c) Pier and elevated walk system from the levee connection

(d) Future Playground and Dog Park

2.2 Site furnishings (benches, bike racks, trash receptacles, water fountains, etc.) that are typically maintained and replaced by Parks staff are excluded from endowment coverage.

ARTICLE III: CITY BASE MAINTENANCE RESPONSIBILITIES

3.1 The CITY remains responsible for all BASE maintenance activities, including:

(a) Repair and replacement of site furnishings

(b) Weekly cleaning and sweeping of elevated walks, public areas, elevator, and pier

(c) Repair and replacement of restroom plumbing fixtures

(d) Winterizing restrooms if closed seasonally

(e) Trash removal from all public areas

(f) Base vandalism repair (graffiti, damaged receptacles, etc.)

(g) Weekly visual inspections and routine finish repairs within Parks Department capabilities

(h) Elevator inspection and maintenance

(i) Repairs, resurfacing, or graveling of non-public access roads to tower base

(j) Debris cleanup at tower base, elevated walks, and surrounding vegetation

(k) Base trail maintenance

(l) Care and maintenance of the playground and dog park according to standard City of Council Bluffs Parks and Recreation Department maintenance specifications and schedules

3.2 Additional base maintenance responsibilities may only be added to this Agreement through a written amendment signed by both parties, following the same approval process as this original Agreement.

3.3 The parties acknowledge that unforeseen maintenance requirements may emerge during initial operations and agree to negotiate in good faith regarding any such requirements that exceed the scope of base maintenance responsibilities set forth herein.

3.4 The parties acknowledge that SINC's intent is to deliver fully operational amenities to the City.

ARTICLE IV: ENDOWMENT-FUNDED MAINTENANCE

4.1 The endowment covers maintenance responsibilities that exceed the Parks and Recreation Department's typical budget or capabilities, including:

(a) Structural repairs to support and foundation systems not covered by manufacturer/contractor warranty

(b) Material replacement due to defects not covered by manufacturer's warranty

(c) Required annual structural inspections for the elevated walk system and pier

4.2 When determining whether maintenance qualifies as endowment-funded maintenance, interpretations shall favor inclusion to ensure proper facility upkeep and public safety.

4.3 For clarity, endowment-funded maintenance **excludes** all City base maintenance responsibilities listed above in section 3.1.

ARTICLE V: ENDOWMENT STRUCTURE

5.1 Principal and Earnings

(a) The Maintenance Endowment consists of a principal amount of **$2,000,000.00** that provides financial assistance to the CITY for maintaining and repairing the covered improvements.

(b) This endowment helps offset significant costs and ensures long-term sustainability of the facilities.

(c) The CITY may access accrued earnings from the principal to fund endowment-funded maintenance repairs as outlined in this Agreement.

5.2 Fund Administration

(a) **Ownership:** The CITY is the owner of the endowment fund.

(b) **Administrative Oversight:** The SINC Board of Directors shall have administrative oversight of the endowment fund, including approval authority for disbursement requests as specified in this Agreement. Upon termination or dissolution of SINC, administrative oversight shall transfer to a successor entity selected within 90 days by a transition committee comprising:

(i) the most recent CEO or Board Chair of SINC,

(ii) the CEO or Board Chair of Iowa West Foundation, and

(iii) the Mayor of Council Bluffs or the Mayor's designated representative.

Any transfer of administrative oversight shall not materially alter the CITY's ownership rights or the terms of this Agreement.

(c) **Fund Manager:** The $2,000,000.00 endowment will be held and invested by a qualified third-party institutional fund manager agreed upon by both parties. Suitable fund managers include, but are not limited to:

(i) Omaha Community Foundation

(ii) Bridges Trust

(iii) Qualified trust department of a federally-insured financial institution

(d) **Key Requirements:**

(i) Funds invested according to prudent investment standards

(ii) Maintained as a restricted fund exclusively for River's Edge Development maintenance

ARTICLE VI: FUND ACCESS PROCEDURES

6.1 Administrative Access to Earnings

(a) To access accrued endowment interest for endowment-funded maintenance expenses (without reducing the $2,000,000 principal), the CITY will submit a written request to the fund administrator containing:

(i) Description of maintenance need and estimated cost

(ii) Confirmation that maintenance qualifies as endowment-funded maintenance under this Agreement

(iii) Supporting documentation (invoices, inspection reports, etc.)

(b) **Processing Timeline:**

(i) Fund administrator processes approved requests within 15 business days.

(ii) Requests are deemed approved if they meet established criteria unless the administrator provides written objection within 10 business days.

6.2 Emergency Access to Principal

(a) Should the CITY need to access the principal amount to fund repairs resulting from an emergency declaration or catastrophic failure of the development or development component, the CITY shall submit a written request to the SINC Board of Directors (or its successors) containing:

(i) Description of maintenance need and estimated cost

(ii) Confirmation that maintenance qualifies as endowment-funded maintenance under this Agreement

(iii) Supporting documentation (invoices, inspection reports, etc.)

(b) **Board Review Timeline:**

(i) SINC Board has 30 days to review and vote on funding requests

(ii) Requests are deemed approved if the Board fails to respond within 30 days

(iii) Board may only deny requests that clearly fall outside the scope of covered maintenance as defined in this Agreement

(c) **Fund Manager Notification Process:** Upon Board approval, SINC shall provide written authorization to the fund administrator within five (5) business days, including:

(i) Copy of approved City request

(ii) Board resolution or written approval documentation

(iii) Authorized disbursement amount and payee information

(iv) Reference to this Agreement as authority for disbursement

(d) **Fund Administrator Action:**

(i) Fund administrator processes approved disbursements within 10 business days of receiving Board authorization

(ii) Disbursements made directly to City or City-designated vendors as specified in the authorization

(iii) If the endowment principal is fully depleted, the parties' obligations under this Agreement regarding endowment-funded maintenance shall terminate. The CITY shall remain solely responsible for all maintenance of the covered facilities. SINC and its successors shall have no obligation to replenish the endowment or provide additional funding unless agreed to in writing by both parties

ARTICLE VII: STAFFING PROVISIONS

7.1 The City will hire maintenance staff to perform base maintenance, as defined in Article III, of the River's Edge Development year-round. Maintenance schedules shall ensure that facilities receive regular attention during all days of public operation, with particular attention to weekends and holidays when usage is highest.

7.2 If unanticipated ongoing maintenance requirements arise, the CITY may request to use endowment earnings and/or principal to fund a dedicated maintenance employee for the River's Edge Development by submitting a written request to the SINC Board of Directors (or its successors) containing:

(a) Description of maintenance need and estimated cost

(b) Current maintenance staff levels and assignments (full-time and seasonal)

(c) Prior two years of actual vs. budget reports for staff and seasonal expenses

(d) Detailed description of maintenance needs exceeding base care that couldn't be foreseen

(e) Explanation of why existing staff cannot be reassigned to handle the requirements

7.3 **Board Review Timeline:**

(a) SINC Board has 30 days to review and vote on funding requests

(b) Requests are deemed approved if the Board fails to respond within 30 days

7.4 If approved, the CITY must submit maintenance activity reports with associated costs to the fund administrator at an agreed-upon frequency.

SIGNATURES

CITY OF COUNCIL BLUFFS

By: _____ Date: _____

Matthew J. Walsh, Mayor
City of Council Bluffs

STATE OF IOWA
COUNTY OF POTTAWATTAMIE

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Matt Walsh, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Council Bluffs, Iowa, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its City Council, and said Matt Walsh acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public in and for the State of Iowa

SOUTHWEST IOWA NONPROFIT FOR COLLECTIVE IMPACT (SINC)

By: _____ Date: _____

John Nelson, *Board Chair*
Southwest Iowa Nonprofit for Collective Impact

STATE OF IOWA
COUNTY OF POTTAWATTAMIE

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Nelson, to me personally known, who, being by me duly sworn, did say that he is the President of Southwest Iowa Nonprofit for Collective Impact, and that the seal affixed to the foregoing instrument is the corporate seal of said organization, and that said instrument was signed and sealed on behalf of said organization by authority of its Board of Directors, and said John Nelson acknowledged said instrument to be the free act and deed of said organization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public in and for the State of Iowa

RESOLUTION NO. 25-287

A RESOLUTION OF INTENT TO ENTER INTO A MAINTENANCE ENDOWMENT AGREEMENT WITH SOUTHWEST IOWA NONPROFIT FOR COLLECTIVE IMPACT (SINC) FOR THE RIVERFRONT REVITALIZATION RIVER'S EDGE DEVELOPMENT (RIVER'S EDGE DEVELOPMENT)

WHEREAS, on or about February 22, 2021, SINC and the City entered in to a Memorandum of Understanding (the MoU) regarding several projects in or around River's Edge Development following the passage of Resolution 21-44 by the City Council authorizing the Mayor to execute the same; and

WHEREAS, pursuant to the MoU, the City agreed to be assume responsibility for the ongoing care and
maintenance of a number of park improvement projects provided that SINC agreed to establish an endowment fund, to be funded with an initial contribution of $2,000,000.00 by SINC, so that the income generated by the endowment fund could be utilized by the City to cover some of the maintenance expenses associated with those improvements; and

WHEREAS, the City and SINC have now negotiated the attached Maintenance Endowment Agreement which sets out, in detail, how the endowment fund is to be structured, utilized, and administered; and

WHEREAS, SINC wishes to enter into the attached Maintenance Endowment Agreement, and the City wishes to have the benefit of the same, to create the endowment fund for use by the City for the maintenance expenses of the park improvements outlined in the MoU; and

WHEREAS, the proposed Maintenance Endowment Agreement is attached hereto as "Exhibit A"; and

WHEREAS, it is in the best interest of the City of Council Bluffs to enter into this Maintenance Endowment Agreement with SINC.

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

That the Mayor of Council Bluffs is hereby authorized to execute, on behalf of the City, the Maintenance Endowment Agreement with SINC.

BE IT FURTHER RESOLVED

That the following documents, attached hereto and incorporated by reference, are hereby approved as to form and content:

Exhibit A: Maintenance Endowment Agreement

ADOPTED
AND
APPROVED: November 17, 2025.

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW25-25

Subject/Title

Resolution 25-288
Resolution accepting the bid of Western Iowa Utilities, Inc. for the East Ridge Drive Sanitary Manhole Reconstruction. Project # PW25-25

Background/Discussion

On November 4, 2025, bids were received through the City bidding software Ion Wave as follows:

	Division I General	Division II Pavement	Division IV San. Sewer	Total
Western Iowa Utilities, Inc. Council Bluffs, IA	$15,950.00	$63,000.00	$150,750.00	$229,700.00
Carley Construction, LLC Council Bluffs, IA	$5,400.00	$35,000.00	$193,500.00	$233,900.00
Engineer's Opinion	$29,000.00	$56,000.00	$137,500.00	$222,500.00

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 project is funded with Local Option Sales Tax funds.

The project schedule is as follows:	Award	November 4, 2025
	Construction Start	March 2026

Staff Recommendation

Approval of this resolution. This project will replace a failing sanitary sewer manhole.

Attachments

LOCATION MAP
25-288.doc

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


PW 25-25
EAST RIDGE DR.
MANHOLE RECONSTRUCTION
E RIDGE DR
PROJECT LOCATION
KANESVILLE BLVD
KANESVILLE BLVD
SIMMS AVE
Legend
PW25-25

RESOLUTION NO. 25-288

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH WESTERN IOWA UTILITIES, INC. FOR THE EAST RIDGE DRIVE SANITARY MANHOLE RECONSTRUCTION. PROJECT #PW25-25

WHEREAS, the plans, specifications, and form of contract for the East Ridge Drive Sanitary Manhole Reconstruction 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 October 6, 2025, and the plans, specifications and form of contract were approved; and

WHEREAS, Western Iowa Utilities, Inc. has submitted a low bid in the amount of $229,700.00 for this contract.

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

That the bid of Western Iowa Utilities, Inc. in the amount of $229,700.00 is hereby accepted as the lowest and best bid received for said work; and

AND BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the East Ridge Drive Sanitary Manhole Reconstruction; and

AND BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Western Iowa Utilities, Inc. for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED November 17, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: BM26-01

Subject/Title

Resolution 25-289
Resolution authorizing the Mayor and City Clerk to execute an agreement with HGM Associates, Inc. for engineering services in connection with the Mid-America Center Parking Lots Rehab, Phase 6. Project # BM26-01

Background/Discussion

The Entertainment District located between 23rd Avenue and I-80/29, and from 24th Street to 35th Street is a premier destination location within the City of Council Bluffs and includes the Mid-America Center. The parking lots that surround the Mid-America Center are owned by the City. The paving has degraded to the point where maintenance is difficult and there are safety concerns because of the poor condition. A study was performed in 2011 and updated in 2015 which recommended the replacement of the parking lots. The conceptual plan suggested that the work could be performed in phases over a few years. The work has been programmed in multiple years of the CIP.

Phase 1 included the lot south of the convention center and a portion of the west lot. Phase 2 included the lot just west of the south lot near the convention center. Phase 3 finished the west lot and replaced a portion of the lot north of the west lot, Phase 4 replaced a portion of the north lot and Phase 5 replaced the lot west of the Iowa West Field House (see attached map). Phase 5 is complete with minor punch list items remaining.

Phase 6 will replace a portion of the north lot adjacent to the Phase 4 project.

This project was included in the FY26 CIP with a budget of $1,000,000 from General Fund-Gaming.

The Engineer was selected based on their previous involvement with the project site and their successful project history. HGM helped to develop the overall improvement plan and phasing strategy for the area, and it is fully expected that the knowledge already gained during Phases 1 through 5 will benefit the current project. It is appropriate for HGM to continue their role as project engineer.

Staff Recommendation

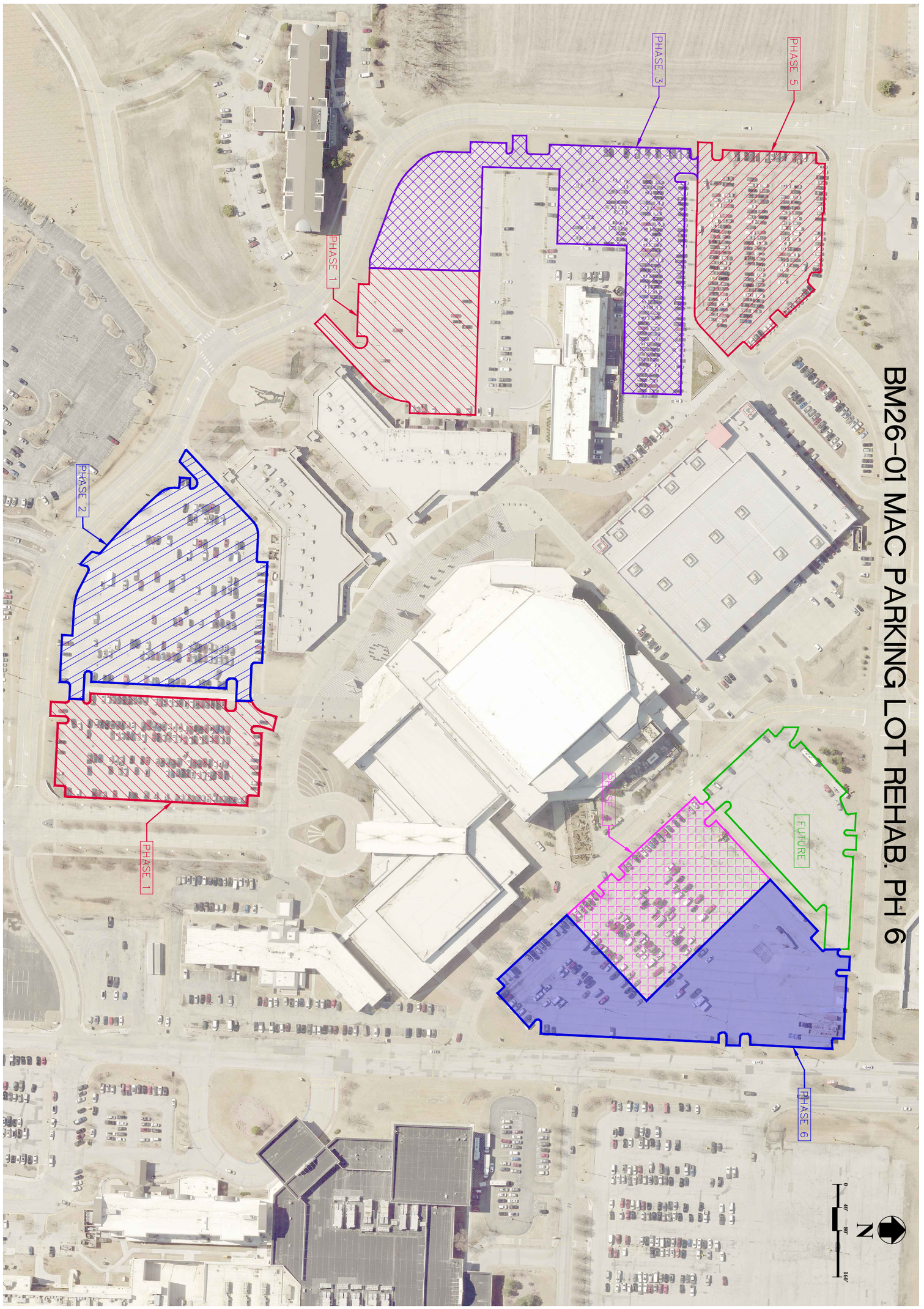
Approval of this resolution to enter into an agreement with HGM Associates, Inc. for engineering services.

Attachments

Exhibit
Contract for Engineering Services

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

FILENAME: S:\Green_Team\JNS\MIDAMERICAN CENTER PARKING LOT PHASE 6.dwg
DRAWN BY: Jns, SAVE DATE: Oct 22, 2025 3:00 PM DATE PLOTTED: 10/27/2025 8:58 AM, PLOT SCALE: 1:2



BM26-01 MAC PARKING LOT REHAB. PH 6

project no. 150924
sheet 1 of 1

project MIDAMERICAN CENTER PARKING LOTS
PROJECT LOCATION (COUNCIL BLUFFS, IOWA)

client CITY OF COUNCIL BLUFFS
COUNCIL BLUFFS, IOWA

sheet PARKING LOT PHASING EXHIBIT

JNS	drawn	
ZMW	designed	
ZMW	approved	
OCT 2025	date	revision date

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

hgm ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

Contract for Engineering Services

THIS CONTRACT, executed by the CITY OF COUNCIL BLUFFS, IOWA, FIRST PARTY, hereinafter referred to as the CONTRACTING AUTHORITY; and HGM ASSOCIATES INC., 640 Fifth Avenue, Council Bluffs, Iowa, 51501-6427, SECOND PARTY, hereinafter referred to as the ENGINEER; made this _____ day of _____, 20_____, in consideration of the mutual covenants hereinafter:

WHEREAS, the CONTRACTING AUTHORITY proposes to make the following improvements described as:

MID-AMERICA CENTER PARKING LOTS, PHASE VI
CITY OF COUNCIL BLUFFS, IOWA
CITY PROJECT NO. BM 26-01
HGM PROJECT NO. 151125

WHEREAS, the CONTRACTING AUTHORITY desires to employ the ENGINEER to perform General Consulting and Construction Phase Engineering Services for the above designated improvement program as described in the following general Scope of Services:

I. Scope of Services:

A. Meet with the CONTRACTING AUTHORITY to define the project and to prepare a detailed scope of services for the project.

B. Conduct a topographic survey of defined project area in sufficient detail to prepare construction plans.

C. Prepare plans and specifications for the construction of the project improvements. There will be four submittals: 30%, 60%, 95% and Final.

D. Provide bid phase services as follows: preparation of final opinion of probable cost; distribution of bid documents, plans and specifications; attend letting; check and tabulate bids; and prepare letter of recommendation regarding award of construction contract for improvements.

E. Provide engineering services during construction phase including part-time construction observation to allow the ENGINEER to prepare a statement that improvements have been completed in substantial compliance with the plans and specifications. Services will include a project representative, construction contract administration, staking of proposed construction improvements and the preparation of record drawings at the completion of construction.

F. Provide project management services including coordination of other subconsultants or consulting services as directed by the CONTRACTING AUTHORITY.

G. Additional services, as authorized in writing by the CONTRACTING AUTHORITY, requiring the use of other subconsultants or commercial testing laboratories.

H. Prepare, as authorized in writing by the CONTRACTING AUTHORITY, right-of-way plats and descriptions, easement descriptions, outside permits and special assessments.

WHEREAS, the ENGINEER desires to accept the said employment under the terms and conditions hereinafter outlined.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

II. Terms and Conditions:

A. The ENGINEER agrees to:

1. Provide all office and field equipment and supplies to perform such duties designated in the scope of services.

2. Provide, in addition to his own professional services, the necessary personnel to perform such duties as shall be designated by the CONTRACTING AUTHORITY and to act under the direction of said authority.

B. The CONTRACTING AUTHORITY agrees to employ and pay the ENGINEER under the following terms and conditions:

1. For items I.A. and I.F. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll costs times 2.19 with a negotiated "not to exceed" maximum amount.

2. For items I.B., I.C., and I.D. of the scope of services, the fees will be a negotiated lump sum amount for each of these services.

3. For item I.E. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.19 with negotiated maximum amount based on a percent (%) of the *averaged construction cost amount*. The *averaged construction cost amount* shall be equal to the average amount of the bid amount of the two (2) low bidders.

4. For item I.G. the fee will be the actual cost as billed by the subconsultant or commercial testing laboratory.

5. For item I.H. the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.19.

6. For additional services performed by the ENGINEER as authorized in writing by the CONTRACTING AUTHORITY the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.19.

7. All engineering and related fees will be billed on a monthly basis for services rendered during the specific period.

8. The payroll cost used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the project, including--but not limited to -- engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks; plus the cost of fringe benefits including -- but not limited to -- social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The payroll cost will be determined by multiplying actual payroll times 1.4612.

C. GENERAL CONDITIONS:

1. Ownership of Documents:

Both parties agree that the ownership of documents prepared by the ENGINEER at the direction of the CONTRACTING AUTHORITY, including specifications, drawings, maps, plats, and other related documents, shall be and remain property of the CONTRACTING AUTHORITY; and further, that such right in the CONTRACTING AUTHORITY shall not preclude the right of the ENGINEER to make and retain copies of same, to which copies ENGINEER shall have full right of ownership.

2. Termination of Agreement:

This agreement, or any portion thereof, may be terminated immediately upon written notice by the CONTRACTING AUTHORITY. In event such Notice of Termination shall be given by the CONTRACTING AUTHORITY, the payment for unbilled Engineering Services for work performed prior to the date of termination shall be determined by multiplying the ENGINEER'S payroll cost times 2.19, plus outside expense.

3. Revision of Completed Documents of Service:

Drafts of documents of service shall be submitted to the CONTRACTING AUTHORITY by the ENGINEER for review and comment. The comments received from the CONTRACTING AUTHORITY and the reviewing agencies shall be incorporated by the ENGINEER prior to submission of the final work product by the ENGINEER. Documents of service revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on documents of service by the CONTRACTING AUTHORITY shall be in writing. In the event there are no comments from the CONTRACTING AUTHORITY or reviewing agencies to be incorporated by the ENGINEER into the final document of service, the CONTRACTING AUTHORITY shall immediately notify the ENGINEER, in writing, that the document of service is considered to constitute "satisfactorily completed and accepted work."

In the event that the document of service prepared by the ENGINEER is found to be inadequate and revision or reworking of the document of service is necessary, the ENGINEER agrees that it shall do such revising without expense to the CONTRACTING AUTHORITY, even though final payment may have been received. The ENGINEER must give immediate attention to these changes so there will be a minimum of delay in the project.

Should the CONTRACTING AUTHORITY find it desirable to have previously satisfactorily completed and accepted document of service or parts thereof revised, the ENGINEER shall make such revisions if requested and directed by the CONTRACTING AUTHORITY in writing. This work will be paid for as provided in Section II.B.6.

4. Extra Work/Changes in Scope:

If the ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," the ENGINEER shall promptly notify the CONTRACTING AUTHORITY in writing to that effect. In the event that the CONTRACTING AUTHORITY determines that such work does constitute "Extra Work," the CONTRACTING AUTHORITY shall provide extra compensation to the ENGINEER as provided in Section II.B.6. or at a negotiated lump sum. Unless written approval from the CONTRACTING AUTHORITY for "Extra Work" has been secured in advance from the ENGINEER, no claims will be allowed. However, the CONTRACTING AUTHORITY shall have benefit of the service rendered.

5. 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.

6. 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

7. Dispute Resolution – 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.

8. 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.

9. Successors and Assigns:

Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

10. Title VI Requirements:

Appendix "A" attached to this Agreement lists Title VI requirements that are part of this Agreement.

(Signature page to follow)

Dated this _____ day of_____, 20_____.

CITY OF COUNCIL BLUFFS, IOWA * FIRST PARTY
CONTRACTING AUTHORITY

By:_____
Mayor: Matthew J. Walsh

Attest:_____
City Clerk: Jodi Quakenbush

HGM ASSOCIATES INC. * SECOND PARTY
ENGINEER

By:_____
Terrence L Smith, P.E.
President

Attest:_____
Zachary M Wheat, P.E.
Project Manager

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.

RESOLUTION NO. 25-289

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH HGM ASSOCIATES, INC. FOR ENGINEERING SERVICES IN CONNECTION WITH THE MID-AMERICA CENTER PARKING LOTS REHAB, PHASE 6. PROJECT #BM26-01.

WHEREAS, The city wishes to make improvements known as the Mid-America Center Parking Lots Rehab, Phase 6 within the city as therein described; and

WHEREAS, HGM Associates, Inc. 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 HGM Associates, Inc. for engineering services relative to the Mid-America Center Parking Lots Rehab, Phase 6 project.

ADOPTED
AND
APPROVED November 17, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW26-14

Subject/Title

Resolution 25-290
Resolution authorizing the Mayor and City Clerk to execute an agreement with Snyder & Associates, Inc. for engineering services in connection with the Hillcrest Avenue Reconstruction, Phase II. Project # PW26-14

Background/Discussion

Hillcrest Avenue is a residential street with infrastructure that dates back to the 1970's and is in need of replacement. The pavement on Hillcrest Avenue has an asphalt surface approximately 16 feet wide with no curb and gutter, sidewalk, or storm sewer. The roadway surface is in poor condition and the width of the roadway does not meet current standards.

Phase 1 is currently under construction and includes Hillcrest Avenue from Snyder Avenue north to the dead end and includes rehabilitating the sanitary sewer with a Cured-in-Place Lining (CIPP) from Harmony Street to the dead end.

Phase II will reconstruct Hillcrest Avenue from just south of Snyder Avenue to Harmony Street.

This project was included in the FY26 CIP and includes a budget of $650,000 in Local Option Sales Tax and $250,000 in Sewer funds.

Snyder & Associates, Inc. was previously selected from the pre-qualified list of engineers to provide engineering services for Phase 1. It is appropriate for Snyder & Associates, Inc. to continue their role as project engineer.

Staff Recommendation

Approval of this resolution to enter into an agreement with Snyder & Associates, Inc. for engineering services.

Attachments

Location Map
Engineer Agreement
25-290.doc

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

6.E


PW 26-14
HILLCREST AVE.
RECONSTRUCTION PH II
HILLCREST AVE
FULLER AVE
HAMMER AVE
PROJECT LOCATION
HARMONY ST
PRIVATE RD
LOGAN ST
Legend
PW26-14

PROFESSIONAL SERVICES AGREEMENT
HILLCREST AVENUE RECONSTRUCTION – PHASE II
CITY PROJECT NUMBER PW 26-14
CITY OF COUNCIL BLUFFS, IOWA

I. NAME OF PARTIES OF THE AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2025 by and between, , a Municipal Corporation, hereinafter called "OWNER" and Snyder & Associates, Inc., a corporation, hereinafter called "ENGINEER" as follows:

II. NAME OF PROFESSIONAL SERVICE

The OWNER shall retain the ENGINEER to complete Professional Services for the preparation of engineering surveys, preliminary design, final design, construction plans and specifications, contract documents, and construction services for Hillcrest Avenue Reconstruction - Phase II, hereinafter called the "PROJECT"

III. SCOPE OF WORK

A. GENERAL

The ENGINEER shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as named in Article II and as described hereinafter as follows:

1. The PROJECT includes, but is not limited to, design services for Phase II of Hillcrest Avenue generally described as an area from Snyder Avenue to Harmony Street.

2. The ENGINEER will complete engineering surveys, design plans and specifications, construction documents, bid letting assistance, construction staking, administration and observation, and final project acceptance for the proposed PROJECT.

B. ENGINEERING SERVICES

The ENGINEER will provide the Engineering Services as follows. Payment shall be made as specified in Article VI of this Agreement.

1. Definition & Scope of Project

2. Survey

3. Design
   a. Preliminary
   b. Final

4. Bid Phase

5. Construction
   a. Observation
   b. Management
   c. Staking

6. Outside Consultants/Testing

7. R.O.W., Easements, Outside Permits, Assessments

IV. RESPONSIBILITY OF THE OWNER

At its own expense, the OWNER shall have the following responsibilities regarding the execution of the Contract by the ENGINEER.

A. PROJECT OFFICER

The OWNER shall name a Project Officer to act as the OWNER's representative with respect to the work performed under this Agreement. All correspondence with OWNER relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the ENGINEER's work, the OWNER will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the ENGINEER to proceed with work within a reasonable time period.

V. WORK SCHEDULE

The PROJECT, from design through construction completion, shall be performed by the ENGINEER in accordance with a schedule mutually developed by the OWNER and ENGINEER. Generally, the schedule for the PROJECT is described as follows:

A. (See attached preliminary schedule)

B. The ENGINEER shall not be responsible for delays in the schedule which are beyond the ENGINEER's control.

VI. COMPENSATION AND TERMS OF PAYMENT

The OWNER shall pay the ENGINEER in accordance with the terms and conditions of this Agreement.

A. ENGINEERING SERVICES

As set forth in Article III (B) the engineering fee shall be on the following basis:

SCOPE OF SERVICES	FEE BASIS
1. Definition of Problem scope of Project	Hourly not to exceed negotiated maximum.
2. Survey	Lump Sum
3. Design a. Preliminary b. Final	Lump Sum
4. Bid Phase	Lump Sum
5. Construction a. Observation b. Management c. Staking	Hourly not to exceed negotiated % of construction (average of two low bidders).
6. Outside Consultants/Testing	Billed as per invoice.
7. ROW, Easements, Outside permits, Assessment	Hourly

Actual project fees will be determined at a later date and approved by a supplemental agreement.

B. ADDITIONAL SERVICES

Additional Services shall be performed as requested in writing by the OWNER and shall be in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

VII. METHOD OF PAYMENT

A. The ENGINEER shall submit billings for Basic, Construction and Additional Services to the OWNER on a thirty (30) day basis under separate cover and shall be paid by the OWNER within fourteen (14) days after approval by the City Council. The OWNER shall pay the ENGINEER a percentage of the total fee for each phase or a cost not to exceed the amount shown in accordance with the schedule shown below.

B. Billings shall include sufficient documentation to explain the charges. All billing shall be accompanied by a Billings Information Report on a form provided to the ENGINEER by the OWNER.

VIII. TERMINATION OF AGREEMENT

The ENGINEER or OWNER may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

IX. CONFLICT OF INTEREST

No elected official or employee of the OWNER who exercises any responsibilities in review, approval, or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her direct or indirect personal or financial interest.

X. ASSIGNABILITY

The ENGINEER shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the OWNER.

XI. TITLE TRANSFER

All drawings, specifications and other work products of the PROJECT are instruments of services for this PROJECT only and shall remain the property of the ENGINEER. The ENGINEER may deliver to the OWNER, at the OWNER's request, paper or electronic media copies of documents prepared in accordance with this Agreement. The OWNER may make hard copies or electronic copies of these documents for purposes supporting the intended use of the project. Any reuse or modification of the documents supplied by ENGINEER for purposes of the PROJECT, including electronic media will be at the recipient's risk and responsibility. Electronic media will be provided as is without warranty, and it shall be the OWNER'S responsibility to reconcile this electronic data with the paper plans, and that the paper plans shall be regarded as legal documents for this PROJECT.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the ENGINEER under this Agreement shall be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

XIII. 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.

XIV. INSURANCE

The ENGINEER shall maintain insurance to protect the ENGINEER from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which 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

XV. 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.

XVI. 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.

XVII. COMPLETENESS OF THE AGREEMENT

This document contains all terms and conditions of this Agreement and any alteration shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement. There are no understandings, representations, or agreements, written or oral, other than those incorporated herein.

XVIII. ENGINEER'S CERTIFICATION OF REPORT

The ENGINEER shall place his certification on the Contract Documents, all in conformity with Chapter 114, Code of Iowa.

XIX. COMPLIANCE & REGULATIONS

During the performance of the 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 referenced 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 or 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, order 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 interest 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.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and the year first above written.

ATTEST:

OWNER

_____
Jodi Quakenbush, City Clerk

By_____
Matthew J. Walsh, Mayor

ATTEST:

ENGINEER
SNYDER & ASSOCIATES, INC.

_____
Andrea Yeoman

By_____
Michael G. Geier, Regional Manager

Preliminary Schedule
City of Council Bluffs
Hillcrest Avenue Reconstruction – Phase II
City Project Number PW 26-14
Process & Schedule

1.	11/4/25	Prepare "Agreement to Provide Services" (Council Approval 11/17/25)
		5 days after council approval
2.	TBD	Meet with staff to discuss project scope
		10 days
3.	TBD	Submit "Project Scoping" proposal (Hourly NTE)
		5 days after approval of scoping proposal
4.	TBD	Submit "Project Scope & Estimate of Construction Costs"
		5 days after approval of scope & costs
5.	TBD	Submit "Proposal for Services & Fees"
6.	TBD	35% Concept Preliminary Design
7.	TBD	60% Progress Submittal
8.	TBD	95% Plans – Set Public Hearing.
9.	TBD	100% Plans – Hold Public Hearing
10.	TBD	Letting
11.	TBD	Award

Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	$269.00/hour
Principal I	$246.00/hour
Senior	$225.00/hour
VIII	$206.00/hour
VII	$194.00/hour
VI	$185.00/hour
V	$173.00/hour
IV	$159.00/hour
III	$147.00/hour
II	$133.00/hour
I	$120.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	$156.00/hour
Senior	$150.00/hour
VIII	$139.00/hour
VII	$129.00/hour
VI	$116.00/hour
V	$105.00/hour
IV	$95.00/hour
III	$85.00/hour
II	$78.00/hour
I	$69.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	$80.00/hour
I	$66.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	*Current IRS Standard Rate*
Outside Services	*As Invoiced*

RESOLUTION NO. 25-290

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH SNYDER & ASSOCIATES, INC. FOR ENGINEERING SERVICES IN CONNECTION WITH THE HILLCREST AVENUE RECONSTRUCTION, PHASE II. PROJECT #PW26-14.

WHEREAS, The city wishes to make improvements known as the Hillcrest Avenue Reconstruction, Phase II within the city as therein described; and

WHEREAS, Snyder & Associates, Inc. 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 Snyder & Associates, Inc. for engineering services relative to the Hillcrest Avenue Reconstruction, Phase II project.

ADOPTED
AND
APPROVED November 17, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW26-15

Subject/Title

Resolution 25-291
Resolution authorizing the Mayor and City Clerk to execute an agreement with Strand Associates, Inc. for engineering services in connection with the WPCP Digester Lid Rehabilitation. Project # PW26-15

Background/Discussion

The Council Bluffs Water Pollution Control Plant was built in 1974. Included in the original design were four anaerobic digesters that treat and stabilize settled solids. The lids to the concrete digesters have deteriorated as a result of their continual use and exposure to corrosive gases. Previous repairs have been completed on the lids of both secondary digesters. A membrane roof has been added to the north primary digester lid.

This goal of this project is to extend the useful service life of the digester lids for another 20 years, or more. It is expected that the lids will require significant rehabilitation and restoration.

This project was included in the FY26 CIP and includes a budget of $1,750,000 in Local Option Sales Tax funds and $1,750,000 in Sewer funds.

Five firms from the City's pre-qualified consultant list were asked to submit their qualifications for providing engineering services for the project. Four responses were received and each proposal was scored based on the team qualifications, past experience, project approach and understanding, and clarity, conciseness and organization of the proposal. Strand Associates, Inc. was selected as the most qualified to successfully complete this challenging project.

Staff Recommendation

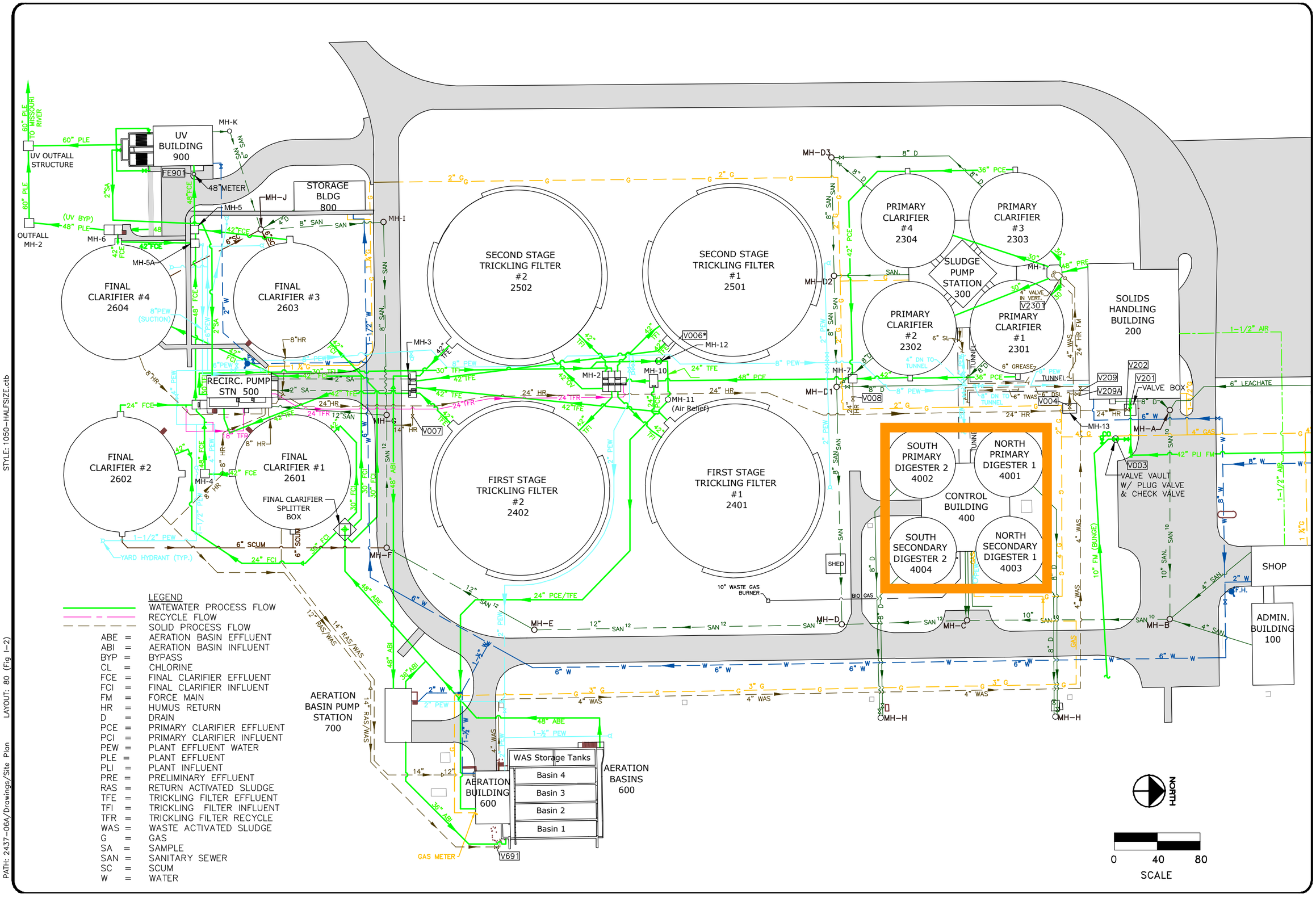
Approval of this resolution to enter into an agreement with Strand Associates, Inc. for engineering services.

Attachments

Site Plan
Agreement (2).pdf
25-291.doc

Prepared by: Matthew Cox, Public Works Director
Approved by: Matthew Cox, Public Works Director

6.F



LEGEND

WATEWATER PROCESS FLOW
RECYCLE FLOW
SOLID PROCESS FLOW

ABE	=	AERATION BASIN EFFLUENT
ABI	=	AERATION BASIN INFLUENT
BYP	=	BYPASS
CL	=	CHLORINE
FCE	=	FINAL CLARIFIER EFFLUENT
FCI	=	FINAL CLARIFIER INFLUENT
FM	=	FORCE MAIN
HR	=	HUMUS RETURN
D	=	DRAIN
PCE	=	PRIMARY CLARIFIER EFFLUENT
PCI	=	PRIMARY CLARIFIER INFLUENT
PEW	=	PLANT EFFLUENT WATER
PLE	=	PLANT EFFLUENT
PLI	=	PLANT INFLUENT
PRE	=	PRELIMINARY EFFLUENT
RAS	=	RETURN ACTIVATED SLUDGE
TFE	=	TRICKLING FILTER EFFLUENT
TFI	=	TRICKLING FILTER INFLUENT
TFR	=	TRICKLING FILTER RECYCLE
WAS	=	WASTE ACTIVATED SLUDGE
G	=	GAS
SA	=	SAMPLE
SAN	=	SANITARY SEWER
SC	=	SCUM
W	=	WATER

FIGURE: 1-2

REVISION	NO.	DATE

DRAWN LAT/EML | PROJECT NO. 2437-06A | DATE 07-17-

OVERALL SITE PIPING PLAN

OPERATION AND MAITENANCE MANUAL
WATER POLLUTION CONTROL PLANT
CITY OF COUNCIL BLUFFS, IOWA

PATH: 2437-06A/Drawings/Site Plan LAYOUT: 80 (Fig 1-2) STYLE: 1050-HALFSIZE.ctb

STRAND ASSOCIATES®
Excellence in Engineering

Strand Associates, Inc.®
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

AGREEMENT FOR TECHNICAL SERVICES

CITY OF COUNCIL BLUFFS, IOWA AND STRAND ASSOCIATES, INC.®

This Agreement is made and entered into on _____, between the City of Council Bluffs, Iowa, hereinafter referred to as OWNER, located at 209 Pearl Street, Council Bluffs, Iowa 51503, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements for the City of Council Bluffs–Water Pollution Control Plant (WPCP) Digester Lid Rehabilitation Project (#PW26-15).

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued Task Order.

1. Additional and Extended Services: Any services during construction made necessary by:
   a. Work damaged by fire or other cause during construction.
   b. A significant amount of defective or neglected work of any contractor.
   c. Prolongation of the time of the construction contract.
   d. Default by contractor under the construction contract.

2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.

3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.

4. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.

5. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.

6. Drawings and Specifications: Final design services including drawings and specifications.

7. Flood Studies: Any services involved in performing flood and floodway studies.

8. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.

9. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the Task Order-specified project.

10. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

11. Review of Product Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products is not included.

12. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.

13. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: Any services of this type if a contract is not awarded pursuant to the original bids.

14. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

15. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion

time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of November 17, 2025. This Agreement will terminate five years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing the Task Order-specified project Services under this Agreement.

3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.

4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

5. Provide all legal services as may be required for the development of the Task Order-specified project.

6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

7. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.

8. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Indemnification

ENGINEER agrees to indemnify and save harmless OWNER, 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 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 OWNER and ENGINEER, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of ENGINEER and their subconsultants to OWNER and to all construction contractors and subcontractors 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 ENGINEER and their subconsultants 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.

Insurance

ENGINEER shall maintain insurance to protect 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 negligent acts, errors, omissions, for which 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

Mediation and Arbitration

Any controversy or claim arising out of this Agreement may, if both parties agree, be decided by mediation followed by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

The cost of the mediation and arbitration, if any, will be divided equally between OWNER and ENGINEER.

ENGINEER's Responsibility

ENGINEER shall be responsible for the professional quality and technical accuracy of all Services furnished by ENGINEER under this Agreement, except for that work provided by OWNER. ENGINEER shall, without additional compensation, correct or revise any error or deficiencies in the Services. Approval of OWNER of any such Services shall not in any way relieve ENGINEER of responsibility for the technical accuracy and adequacy of said Services. 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.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement, Appendix A, and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order, if issued, is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:		OWNER:	
STRAND ASSOCIATES, INC.®		CITY OF COUNCIL BLUFFS, IOWA	
Joseph M. Bunker	11/6/2025		
Joseph M. Bunker	Date	Matthew J. Walsh	Date
Corporate Secretary		Mayor	

APPENDIX "A"

During the performance of this Agreement, 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 Agreement.

2. Nondiscrimination: The ENGINEER, with regard to the Services performed by it during the Agreement, 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 Agreement 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 services 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 Agreement 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 Agreement, the City of Council Bluffs shall impose such Agreement 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 Agreement until the ENGINEER complies; and/or,
b. cancellation, termination or suspension of the Agreement, 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.

RESOLUTION NO. 25-291

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH STRAND ASSOCIATES, INC. FOR ENGINEERING SERVICES IN CONNECTION WITH THE WPCP DIGESTER LID REHABILITATION. PROJECT #PW26-15.

WHEREAS, The city wishes to make improvements known as the WPCP Digester Lid Rehabilitation within the city, as therein described; and

WHEREAS, Strand Associates, Inc. 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 Strand Associates, Inc. for engineering services relative to the WPCP Digester Lid Rehabilitation project.

ADOPTED
AND
APPROVED November 17, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-292
Resolution authorizing the City Clerk to certify assessments against properties to the Pottawattamie County Treasurer for unreimbursed costs incurred by the City for the abatement of weeds and the removal of solid waste nuisances upon properties and directing them to be collected in the same manner as a property tax.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: September, October and November 2025 Lien List
25-292.docx

Prepared by: Heather Johnston, Community Development Technician
Approved by: Christopher N. Gibbons, AICP, Planning & Code Compliance Manager

6.G

6.G

Council Communication

Department: Community Development Case No.: September, October and November 2025 Lien List Submitted by: Code Compliance	Resolution No.: 25-	Council Action: 11/17/2025

Subject/Title

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

Background/Discussion

In the months of September, October and November 2025, there were twenty-nine (29) instances where the City contractors abated weeds and solid waste in Council Bluffs on behalf of the Planning & Code Compliance Division. Out of those twenty-nine instances two invoices were paid to reimburse the city for its costs. The remaining property owners with unpaid accounts will have assessments against their properties for the unreimbursed costs plus an additional $50 assessment fee. The total amount to be liened on the properties is $11,924.00.

- 29 Weed and Removal of Solid Waste Abatements (25 Properties) Totaling $11,139.00
- 2 Invoices Paid (Both Weed Abatements) Totaling $365.00
- 27 Instances (23 Properties) with an additional $50 Assessment Fee Per Property Totaling $11,924.00

Recommendation

The Community Development Department recommends approval of the resolution.

Attachments

Attachment A: September, October and November 2025 Lien List

Prepared by: Heather Johnston, Community Development Technician
Approved by: Christopher Gibbons, Planning & Code Compliance Manager

Attachment A

SEPTEMBER, OCTOBER & NOVEMBER 2025 WEED & SOLID WASTE LIEN LIST

	Parcel	Property Owner	Legal Description	Address	Total Amount
1	744401156002	ACC 188 LLC	BURNS ADD LTS 3 AND 4 BLK 18	VACANT LOT NORTH OF 2009 S 9TH STREET	$ 1,185.00
2	754427334008	AUFFART, DANIEL JERRY	EVANS 2ND BRIDGE ADD LT 2 BLK 24	2803 AVE F	$ 1,533.00
3	754330104016	BROWDER, DIONISIO TRAZELL	LT 5 AUD SUB PT LT 4 NE NW & PT LT 1 NW NW 30-75-43	100 NORTON AVE	$ 260.00
4	744401203004	CAIN, DAVID	CASADYS ADD LT 15 BLK 1	217 16TH AVE	$ 653.00
5	754319402014	DANZER, LYNN D	AUD SUB OF PT LTS 3 & 4 BLK 1 LINCOLN ACRES & PT OF LT 2 AUD SUB NW SE 19-75-43 LT 11	235 E ORCHARD AVE	$ 205.00
6	754436460002	DEVELOPMENT SERVICES LLC	CHAPMANS ADD LT 2	VACANT LOT WEST OF 189 15TH AVE	$ 205.00
7	754331130023	DOWEL, ANGELA	FRANKLIN SQUARE LOT 10	707 FRANKLIN AVE	$ 315.00
8	754435280003	DREHER, PAUL M	MCMAHON-COOPER- JEFFERIS E29 FT LT 6 BLK 5	1217 5TH AVE	$ 260.00
9	754434160001	EHLERS, ROBERT D	OMAHA ADD EXC E 1/3 FT LT 9 BLK 19 AND ELY 1/2 VACATED N-S ALLEY	3313 7TH AVE	$ 260.00
10	754434160001	EHLERS, ROBERT D	OMAHA ADD EXC E 1/3 FT LT 9 BLK 19 AND ELY 1/2 VACATED N-S ALLEY	3313 7TH AVE	$ 1,024.00
11	754428354003	FELIX AND ALFARO LLC	TWIN CITY GARDENS LT 134 & N1/2 E/W ALLEY ADJ	4041 AVE C	$ 205.00
12	754436181017	GALL, CYNTHIA S	HYATTS SUB LT 4 BLK 10 & JEFFERIS SUB W35' LT 3 BLK 10	614 S 7TH ST	$ 650.00
13	754332176005	GOLDAPP, JAMES ROBERT	WEAVERS 3RD ADD LT 128	612 ARNOLD AVENUE	$ 260.00
14	754332176005	GOLDAPP, JAMES ROBERT	WEAVERS 3RD ADD LT 128	612 ARNOLD AVENUE	$ 622.00
15	754425437002	HENDRIX, EDWARD G	ORIGINAL PLAT MID 37 FT LT 24	105 BENTON ST	$ 260.00
16	744401378001	HOLLINGER, KENNETH T-JUDY	BAYLISS 3RD ADD EXC N8.12' LT 8 ALL LTS 9 AND 10 BLK 17	2701 S 8TH ST	$ 260.00
17	754330379036	J K S PROPERTY MANAGEMENT LLC	LINCOLN PLACE LT 9	358 FRANK STREET	$ 837.00
18	754433235020	OLSEN, RICHARD S	FERRY ADDITION LOT 8 BLK 11	3420 4TH AVE	$ 310.00
19	754433235020	OLSEN, RICHARD S	FERRY ADDITION LOT 8 BLK 11	3420 4TH AVE	$ 260.00
20	754436184005	PAULEY, KURT R	CURTIS-RAMSEY ADD LT 4 BLK M	719 S 8TH STREET	$ 260.00
21	744402234011	RENTERIA, MICHAEL A	HOWARDS ADD LT 18 BLK 21	1804 S 11TH ST	$ 360.00
22	744402234011	RENTERIA, MICHAEL A	HOWARDS ADD LT 18 BLK 21	1804 S 11TH ST	$ 395.00
23	754425316003	RISNER, KARLEEN K	AS 9IN3 GRIMES BLK 1 HALL ADD EX E28 FT LT 6	VACANT LOT SOUTH OF 309 N 8TH ST	$ 205.00
24	754434252009	SPIDELL, MICHELLE	WEBSTERS FIRST ADD LT 3 & E1/2 LT 4 BLK 5	2605 4TH AVE	$ 260.00
25	754435159005	TOWNSLEY, REENO	SQUIRES ADD LT 16 BLK 8	2213 6TH AVE	$ 305.00
26	754435176008	VALDEZ, ROGERLIO O RODRIGUEZ	VAN BRUNT & RICES ADD LT 1 BLK 3	2001 4TH AVE	$ 260.00
27	744306101016	WEBB, CLARENCE-IRENE	MEADOW ACRES 3RD ADD LOT 10 & TRI TRACT LOT 9	12 BECKY LANE	$ 315.00

TOTAL $11,924.00

RESOLUTION NO. 25-292

A RESOLUTION AUTHORIZING THE CITY CLERK TO CERTIFY ASSESSMENTS AGAINST PROPERTIES TO THE POTTAWATTAMIE COUNTY TREASURER FOR UNREIMBURSED COSTS INCURRED BY THE CITY FOR THE ABATEMENT OF WEEDS AND THE REMOVAL OF SOLID WASTE NUISANCES UPON PROPERTIES AND DIRECTING THEM TO BE COLLECTED IN THE SAME MANNER AS A PROPERTY TAX.

WHEREAS, Council Bluffs' City Ordinance No. 4849, passed and approved by the Council Bluffs City Council on April 15, 1988, requires all property owners within the City of Council Bluffs, Iowa, to cut or destroy all weeds exceeding 18 inches in height; and

WHEREAS, Council Bluffs' City Ordinance No. 5219 and 5220, passed and approved by the Council Bluffs City Council on May 22, 1995, requires all property owners to abate any solid waste nuisance upon public right-of-way of materials stored for more than 24 hours, or materials stored on private property for more than 3 days; and

WHEREAS, all property owners in Council Bluffs were notified of the above requirements, and owners of properties out of compliance with the above requirements were notified, given time to remediate matters, and subsequently failed to abate or remove the nuisances in the allotted time; and

WHEREAS, the City, through its contractors, has attempted to cut or destroy all weeds exceeding 18 inches and/or has removed all solid waste materials in violation; and

WHEREAS, more than ten days have elapsed since the City has billed each property owner by mail for the cost of abatement of weeds or solid waste materials from their properties; and

WHEREAS, the cost of abatement or removal on these properties has been incurred by the City and remains unpaid; and

WHEREAS, the City Council may have these unpaid costs assessed against the properties pursuant to CBMC 4.19.030 and 10.02.070 as authorized by Iowa Code §364.

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

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

BE IT FURTHER RESOLVED

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

ADOPTED
AND November 17, 2025
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-293
Resolution approving the use of 2026 Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) program funds and directing the mayor to submit the 2026 Action Plan to the City of Omaha and the U.S. Department of Housing and Urban Development (HUD).

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
2026 CDBG Budget
2026 HOME Budget
25-293.doc

Prepared by: Dessie Redmond, Housing & Economic Development Planner
Approved by: Courtney Harter, Director of Community Development

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Council Communication

Department: Community Development	Resolution No.: 25 -	City Council: November 17, 2025

Subject/Title

2026 Annual Action Plan for Community Development Block Grant (CDBG) funds and HOME Investment Partnership Program (HOME) funds.

Background/Discussion

Background

The City of Council Bluffs is an entitlement community under the Community Development Block Grant (CDBG) program, which results in annual funding from the U.S. Department of Housing and Urban Development (HUD). The City has also entered into a HOME consortium agreement with the City of Omaha, which results in receiving annual funds from the Home Investment Partnership Program (HOME). In order to receive these funds, the City is required to submit to HUD an Annual Action Plan.

The Annual Action Plan details the City's objectives, revenues, expenditures and other actions. This document is prepared by the Community Development Department with input from the Community Development Advisory Committee (CDAC). In 2026, the City anticipates receiving approximately $983,000 in CDBG funding for the period of January 1, 2026 through December 31, 2026. Eligible projects must meet the following national objectives: benefit to persons of low-to-moderate income, elimination of slum and blight or an urgent need. The total CDBG program budget is $10,424,202 and includes the following sources of revenue:

2026 CDBG Grant	$983,000
Obligated Carryover	$7,560,992
Unobligated Carryover	$(5,505,020)
Program Income	$7,385,229
Total	**$10,424,202**

In 2026, the City anticipates receiving approximately $200,000 in HOME funding for the period of January 1, 2026 through December 31, 2026. Eligible projects for HOME funding exclusively benefit persons of low-to-moderate income. Funds are anticipated to be used to support a multi-family housing project located at a site to be determined. It is typical for the City to save multiple years of HOME dollars to ensure funds are available for larger projects.

Discussion

Of the available funding, a significant amount is recommended for ongoing programs. However, a portion of the available funds were allocated to various projects using a request for proposal (RFP) process. This included advertising the availability of funding in The Daily Nonpareil, posting the availability of funding at the Council Bluffs Public Library and City Hall and notifying others who expressed an interest. Upon the receipt of proposals, public hearings were held and recommendations formulated. The Community Development Department and CDAC are now recommending the allocation of the 2026 CDBG and HOME program funds. A listing of the programs and projects recommended for 2026 CDBG funds is outlined in 'Attachment A' and the 2026 HOME funds is outlined in 'Attachment B' for your review.

Upon City Council approval, the Community Development Department will forward the 2026 Annual Action Plan to the City of Omaha and HUD.

Staff Recommendation

The Community Development Department recommends that City Council adopt a resolution approving the use of the 2026 CDBG and HOME program funds as outlined in the attached budgets; direct the Mayor to submit the 2026 Annual Action Plan to the City of Omaha and to HUD; and direct the Mayor to execute contracts with HUD for the use of the CDBG funds and with the City of Omaha for the use of the HOME funds.

Community Development Advisory Committee

On October 1, 2025, CDAC met to review the 2026 CDBG and HOME program funds and recommend their approval. CDAC recommends the following for approval:

1. Allocating 2026 CDBG funds as outlined in 'Attachment A,' and authorizing the proposals and the Mayor to execute the contract with HUD for the use of CDBG funds. VOTE: AYE – Mathews, Epley, Stane, Skudler; Adkins; NAY – None; ABSTAIN – None; ABSENT – None
2. Allocating the 2026 HOME funds to a multi-family housing project at a location to be determined as outlined in 'Attachment B.' VOTE: AYE – Mathews, Epley, Stane, Skudler, Adkins; NAY – None; ABSTAIN – None; ABSENT – None

2026 Community Development Block Grant

Expenditures

HUD Category	2025 Allocation	2025 Activity Balance	2026 Request	Staff Recommendation	CDAC & Staff Recommendation	Projected Income	Total Activity Balance	Notes
Administration								
CD Administration	195,000	-	195,000	195,000	195,000	-	195,000	20% of estimated $1,000,000 allocation
Rehab Administration	90,000	-	90,000	90,000	90,000	-	90,000	
Subtotal	**285,000**	**-**	**285,000**	**285,000**	**285,000**	**-**	**285,000**	
Public Services								
MICAH House	20,000	-	60,000	20,000	20,000		20,000	
Catholic Charities	13,000	-	14,000	13,000	13,000		13,000	
HFS - Heartland Homes	10,000	-	20,000	10,000	10,000		10,000	Limited to 15% of annual allocation $150,000 with estimated $983,000 allocation.
HFS - PCHO	10,000	-	-	-			-	
New Visions - MOHM's Place	17,000	-	20,000	20,000	20,000		20,000	
New Visions - Joshua House	15,000	-	20,000	15,000	15,000		15,000	
Family Housing Advisory Services	25,000	-	40,000	25,000	25,000		25,000	
MICAH House - Child Development Center	-	-	20,000	-	-	-	-	Did not apply for 2026 funds
Iowa Legal Aid	-		25,000	20,000	20,000		20,000	
DFA	25,000	25,000	-	15,000	15,000		40,000	
Subtotal	**135,000**	**-**	**219,000**	**138,000**	**138,000**	**-**	**138,000**	
Public Facilities								
New Visions - NVHS Public Facilities			72,000	72,000	72,000	-	72,000	
Subtotal	**-**	**-**	**72,000**	**72,000**	**72,000**	**-**	**72,000**	
Housing Development							-	
A. Down Payment Assistance							-	
Habitat for Humanity - Baldwin Court	180,000	180,000	120,000	-	-	-	180,000	Phase II, construction start spring 2025. Baldwin Court/General DPA
Infill Lots DPA	60,000	60,000	-	30,000	30,000	-	90,000	1709 4th Ave (2 units) and 827 16th Ave
B. Neighborhood/New Housing Development							-	
East Manawa Project	350,000	23,888	350,000	350,000	350,000	2,930,000	3,303,888	300k 2023, 400k reprogrammed from 24th and B, 430k EDI Funds, 2.5M is ARP Funds for road connection, 440k 2024 350k 2025
East Manawa IEDA	-	6,873,501	-	-	-	-	6,873,501	IEDA Grant for new home construction
Reliance Battery Area Acquisition/Demolition	75,000	76,096					76,096	
C. Housing Rehabilitation								
Housing Rehabilitation Program	450,000	176,492	450,000	450,000	450,000			Loan Payments: $30,000, moving Water Works program to APP
Lead Hazard Reduction & Healthy Homes	68,153	27,816	68,153	68,153	68,153	481,728	577,697	Total of 272,610 for 4 years
Water Works Lead Line Replacement Program	150,000	143,200	-	-	-		143,200	Reprogramming remaining balance, did 1 replacement
Subtotal	**1,333,153**	**7,560,992**	**988,153**	**898,153**	**898,153**	**3,411,728**	**11,101,182**	
Slum & Blight								
	-	-						
	-	-	-	-	-	-	-	
Subtotal	-	-	-	-	-	-	-	
							-	
TOTAL Expenditures	**1,753,153**	**7,560,992**	**1,564,153**	**1,393,153**	**1,393,153**	**3,411,728**	**11,596,182**	

Revenues

CDBG Grants and Carryover	
CDBG 2026 Entitlement	983,000
Obligated Carryover	7,560,992
Unobligated Carryover	(5,505,020)
Subtotal	**3,038,973**
CDBG Obligated Program Income	
Home Improvement Program (Loan Payments)	30,000
IEDA Grant	6,873,501
Lead Hazard Control Rehab	481,728
Subtotal	**7,385,229**
TOTAL Revenue	**10,424,202**
Remaining Balance	**(1,941,671)**

2026 Home Investment Partnership Program (HOME)

Program	Description	Unit Goals	2026 Home Budget	Other Public Funds	Private Funds	Total project Costs	LMI Benefit
Multi-Fmaily housing Development Project (HOME)	Construction of a new multi-family complex. Site - to be determined.	3	$ 200,000	$ -	$ -	$ 200,000	100%
Totals		**3**	**$ 200,000**	**$ -**	**$ -**	**$ 200,000**	**100%**

Revised 9/29/2025

RESOLUTION NO. 25-293

A RESOLUTION APPROVING THE USE OF 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS AND DIRECTING THE MAYOR TO SUBMIT THE 2026 ACTION PLAN TO THE CITY OF OMAHA AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, The City of Council Bluffs, an entitlement community, annually receives CDBG funds from HUD; and,

WHEREAS, The City of Council Bluffs also receives HOME funds through the Omaha-Council Bluffs HOME Consortium; and,

WHEREAS, On August 12, 2025, the Community Development Advisory Committee held a public hearing to obtain the views of citizens on housing and community development needs; and,

WHEREAS, The Community Development Department and the Community Development Advisory Committee received requests from the public for CDBG and HOME funding; and,

WHEREAS, The Community Development Advisory Committee held an additional public hearing on September 25, 2025 on said funding requests to ensure that citizens have had an opportunity to present project proposals and comments; and,

WHEREAS, On October 1, 2025, the Community Development Advisory Committee prepared recommendations on said funding requests; and

WHEREAS, It is the opinion of the City Council that it would be in the best interest of the City to allocate 2026 CDBG funds as outlined in Attachment A and to allocate 2026 HOME funds as outlined in Attachment B.

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

That the projects listed in Attachment A with the corresponding 2026 CDBG amounts are hereby approved; and the projects listed in Attachment B with the corresponding 2026 HOME amounts are hereby approved.

BE IT FURTHER RESOLVED

That the Mayor is hereby directed to cause the preparation of a 2026 Annual Action Plan which outline the proposed use of funds as required by the U.S. Department of Housing and Urban Development (HUD) and authorized to execute contracts with HUD for the use of the CDBG funds and with the City of Omaha for the use of the HOME funds.

ADOPTED
AND
APPROVED November 17, 2025

.

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-294
Resolution declaring the intent of the City to accept a proposal received in accordance with the Requests for Proposals and to enter into a purchase, sale, and development agreement based on the selected proposal.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
NWHS Submittal.pdf
25-294.doc

Prepared by: Dessie Redmond, Housing & Economic Development Planner
Approved by: Courtney Harter, Director of Community Development

6.I

Council Communication

Department: Community Development	Resolution No.: 25 -	Public Hearing: 11-17-2025

Subject/Title

Resolution selecting NeighborWorks Home Solutions (NWHS) as a preferred developer for six lots on a portion of 2.2 acres of City-owned land situated at the southeast corner of Mohawk Street and Comanche Street, and to enter into a purchase, sale, and development agreement.

Background/ Discussion

Background

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

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

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

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

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

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

4. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.
5. Project Timeline – A timeline for the project design, bidding, construction and occupancy.
6. Financial Summary – Developer must provide a proposed cost and source of funding for the project, including a 10-year project proforma. Developer must also outline expected funding sources and projected

date all financing will be secured.

7. Project Contingencies – Indicate any special assistance needed to implement the project, such as financial assistance, state or federal applications, or other public participation.

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

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

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

b. Developer's Experience and Capacity (40%): The makeup/description of the developer's project team. The preferred developer will have significant experience in the construction of multi-family complexes. The names of individuals involved and the roles they will perform must be listed. Provide a description of the qualifications and experience of the specific individuals who will be involved in the work described in this RFP, including staff and other professionals.

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

Discussion

NWHS submitted a response to purchase and develop six lots (lots 3-8), which they propose to build three two-family attached residential units. Each attached unit will feature a unique floor plan, ranging from 979 to 1,249 square feet, designed to provide high-quality, energy-efficient, and affordable housing for working families. The project will comply with all City building codes, R-3 zoning regulations and overlay standards.

Staff reviewed the proposals and believes the NWHS proposal fully complies with the requirements of the RFP and it achieves the City's long-range vision for the Lake Manawa Neighborhood. Staff will have discussions with the selected firm regarding additional goals and design ideas. Once this is complete, contracts for the project with NWHS will be brought back to City Council for approval including a purchase agreement and development agreement.

Recommendation

Staff recommends selecting NWHS as the preferred developer to develop 6 lots on a portion of 2.2 acres of City-owned land situated at the southeast corner of Mohawk Street and Comanche Street, and to enter into a purchase, sale, and development agreement.

Attachments

1. NWHS Submittal
2. Resolution

Attachment F

Proposal Cover Page

Project Information

Project Name NeighborWorks Home Solutions Housing Impact

Organization Information

Name of Developer New Community Development Corporation dba NeighborWorks Home Solutions

Mailing Address 222 S 6th Street, Council Bluffs, Iowa 51501

Contact Person David Hazlewood

Telephone 402-451-2939 Fax

Email Address dhazlewood@nwhomesolutions.org

Employer Identification Number 47-0754453 MBE/WBE Owned? No

DUNS Number 014340116

Partners

Type	Name and Address	Contact Person
Project Development	New Community Development Corporation dba NeighborWorks Home Solutions	David Hazlewood
Architectural Firm	Bruinier & Associates	503-246-3022
Engineering Firm		
Lender	Frontier Bank (Construction Loan)	Tim German
Other (specify)		
Other (specify)		

NeighborWorks Home Solutions Housing Impact

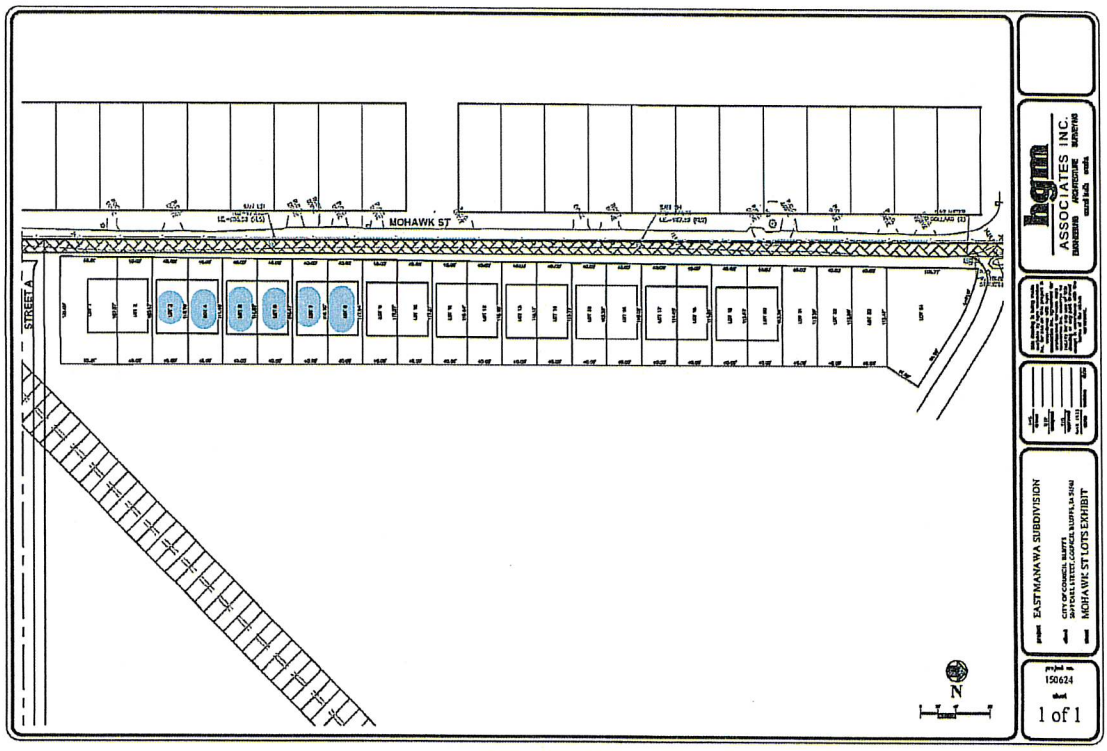
New Community Development Corporation dba NeighborWorks Home Solutions (NWHS) is proposing the construction of six workforce housing units—three duplexes—on six lots (we are requesting lots 3, 4, 5, 6, 7, & 8) within the new East Manawa Development on Mohawk Street in Council Bluffs, Iowa. Each duplex will feature a unique floor plan, ranging from 979 to 1,249 square feet, designed to provide high-quality, energy-efficient, and affordable housing for working families.

- Unit Mix:
  - All three duplexes (six housing units) will include three bedrooms, two bathrooms, and each will have a single-car garage.
- Design & Construction:
  - All homes will be single-story, energy-efficient, and built to high-quality standards.
  - Architectural enhancements—such as contrasting colors, wall setbacks, varied materials, and accent features—will ensure lasting curb appeal.
- Compliance & Standards:
  - The project will comply with all City of Council Bluffs building codes, R-3 zoning regulations, and overlay standards.
  - Construction will meet the requirements of the 2012 International Energy Conservation Code as adopted and amended locally.

This project reflects NeighborWorks' ongoing commitment to expanding affordable, durable, and attractive housing opportunities that strengthen the community and support the local workforce.

Attachment G

Mohawk Lot Exhibit



21



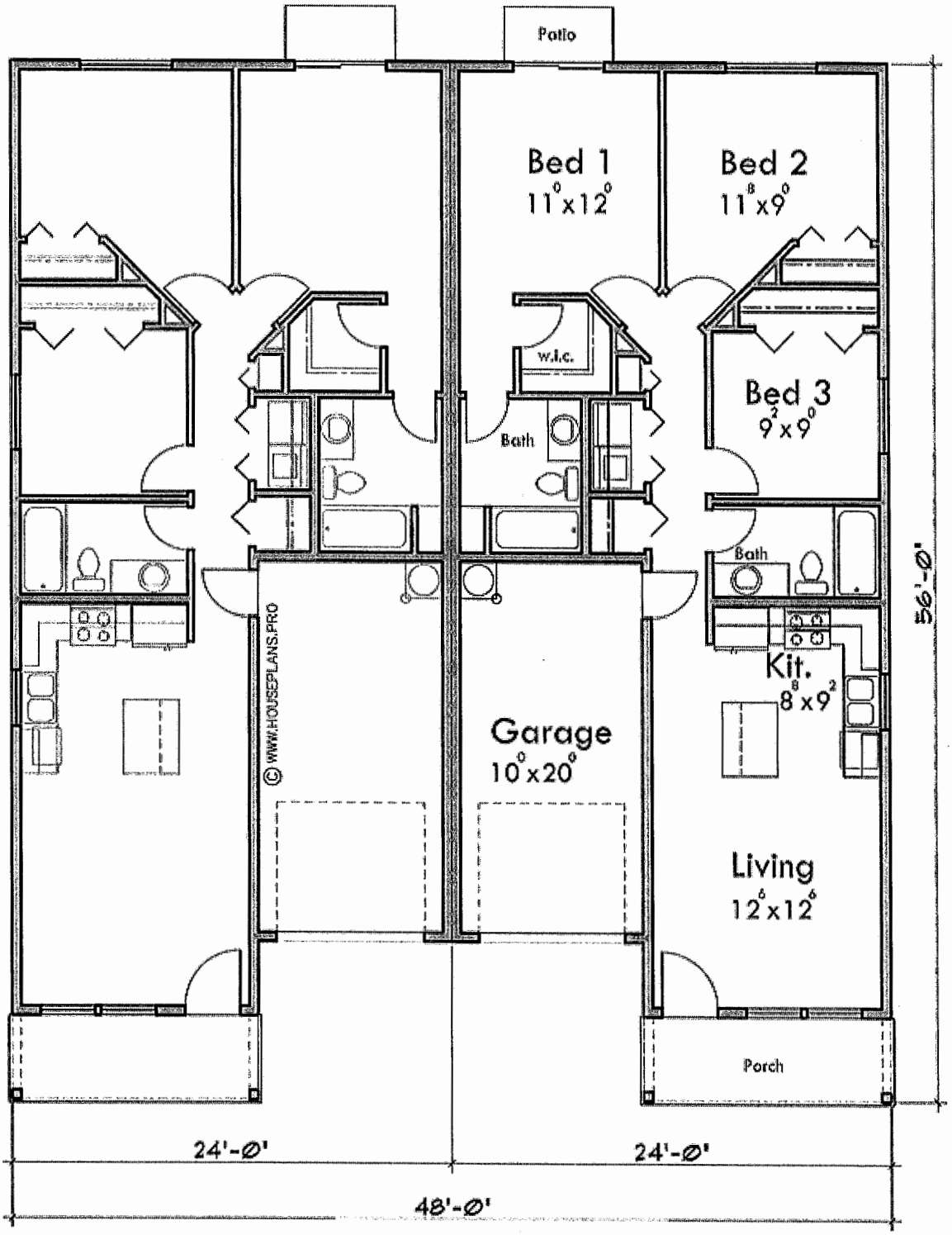
Plan D-562

Total sq. ft.:	979
Bedrooms:	3
Bathrooms:	2
Garage Stalls:	1
Width:	48' 0"
Depth:	56' 0"
Ridge Height:	17' 1"
Foundations Available:	Slab-on-Grade

Note: To comply with Architectural Design requirement, the following elements will be incorporated.

- **Wall Offsets**
- **Roof Eaves with a minimum projection of sixteen (16) inches from the intersection of the roof and exterior walls.**
- **A mininum four (4) color paint scheme. Body, Trim, Garage Door and Stone.**
- **Mechanical Room will be constructed in the garage with a sealed door and will be in a conditioned space. Mechanicial room size will be 42" x 7'**
- **The garage depth will be extended by four (4') feet to ensure room for a vehicle.**
- **Full glass storm doors will be installed on both dwellings.**
- **Front Porch will meet the 6'x8' requirement.**
- **Transparency. A mininmun of 15 percent of te area of the primary building elevation facing a public right-of-way shall include transparent windows or doors. For side**

building elevations facing a public right-of-way, a minimum of 10 precent transparency shall be required. Windows in the garage doors shall count towards transparcency requirements.



NeighborWorks Home Solutions – Durable Materials & % – Mohawk Street – RFP

Structural Materials

- Reinforced Concrete – High strength, fire-resistant, and long-lasting; widely used for foundations, floors, driveways, sidewalks and patios. (100% Coverage)
- Wood Framing – Extremely durable against heavy loads and natural disasters, though it requires proper treatment against corrosion. (100% Coverage – Exterior & Exterior Walls)
- Brick & Masonry – Classic choice for exterior walls; resists weathering, pests, and requires minimal maintenance. (15% Coverage – Front Elevation)

Exterior Finishes

- LP SmartSide Siding – Engineered wood product, resistant to termites, fungal decay moisture and impacts; holds paint well and can last decades. (85% Coverage – Exterior Cladding)
- Stone Veneer / Natural Stone – Extremely long-lasting, weather-resistant, and aesthetically timeless. (15% Coverage – Front Elevation)

Roofing

- Asphalt Shingle – material made from a fiberglass or organic base mat saturated with asphalt and coated with ceramic granules. These shingles overlap to form a waterproof, protective surface, with the granules blocking UV rays, adding color, and preventing algae growth. (100% Roof Coverage)

Flooring & Interior

- Luxury Vinyl Planks – LVP provides a versatile, high-quality option suitable for various residential spaces. (80% Coverage – Interior Floors)
- Carpet – durability, stain resistance, and ease of maintenance, or its visual characteristics like density, sheen, and pattern. (20% Coverage – Bedroom Floors)

Windows & Doors

- Tempered or Laminated Glass – More impact-resistant and safer than standard glass.
- Fiberglass or Steel Doors – Stronger and more weather-resistant than wood.
- Vinyl or Fiberglass Window Frames – Resist warping, corrosion, and require little maintenance.

PLAN: D-562

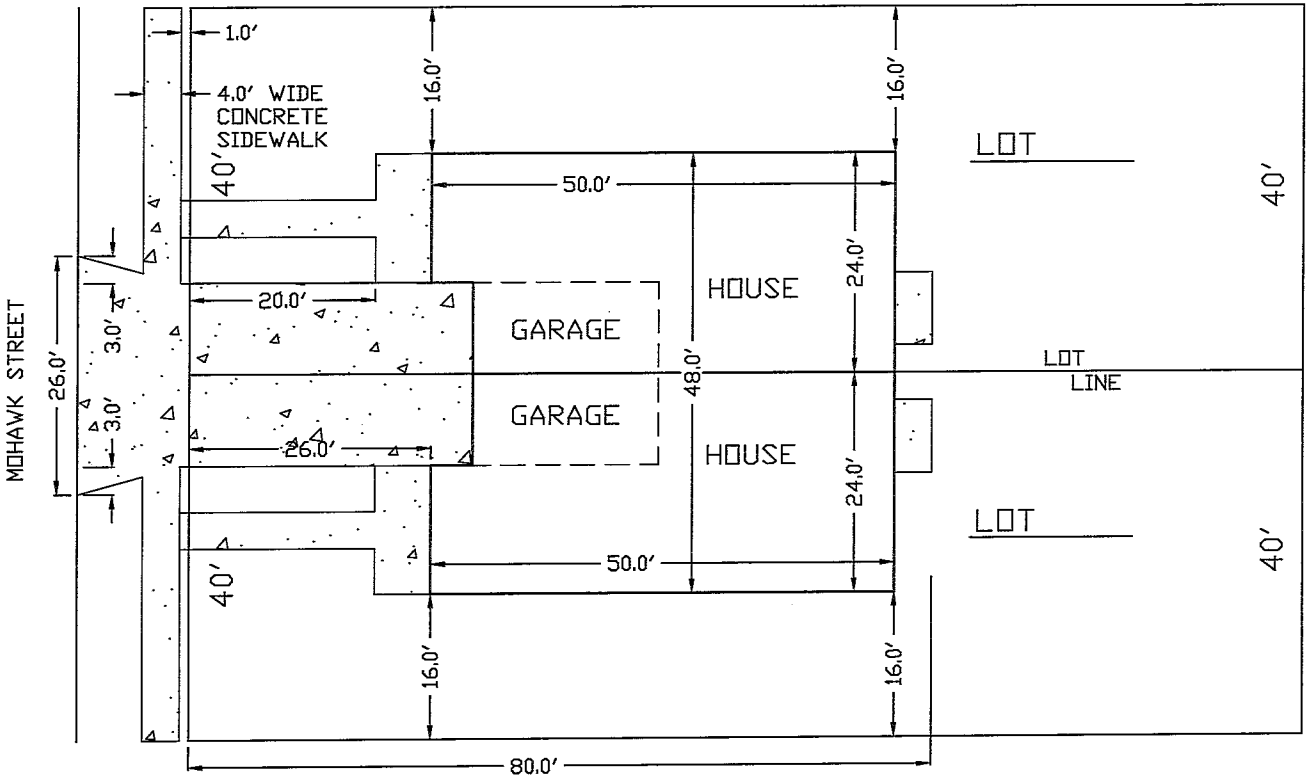
LEGAL DESCRIPTION:

LOT & LOT ,
EAST MANAWA SUBDIVISION,
COUNCIL BLUFFS, IOWA.

SCALE: 1" = 20'

20' 10' 0 20' 40'

N

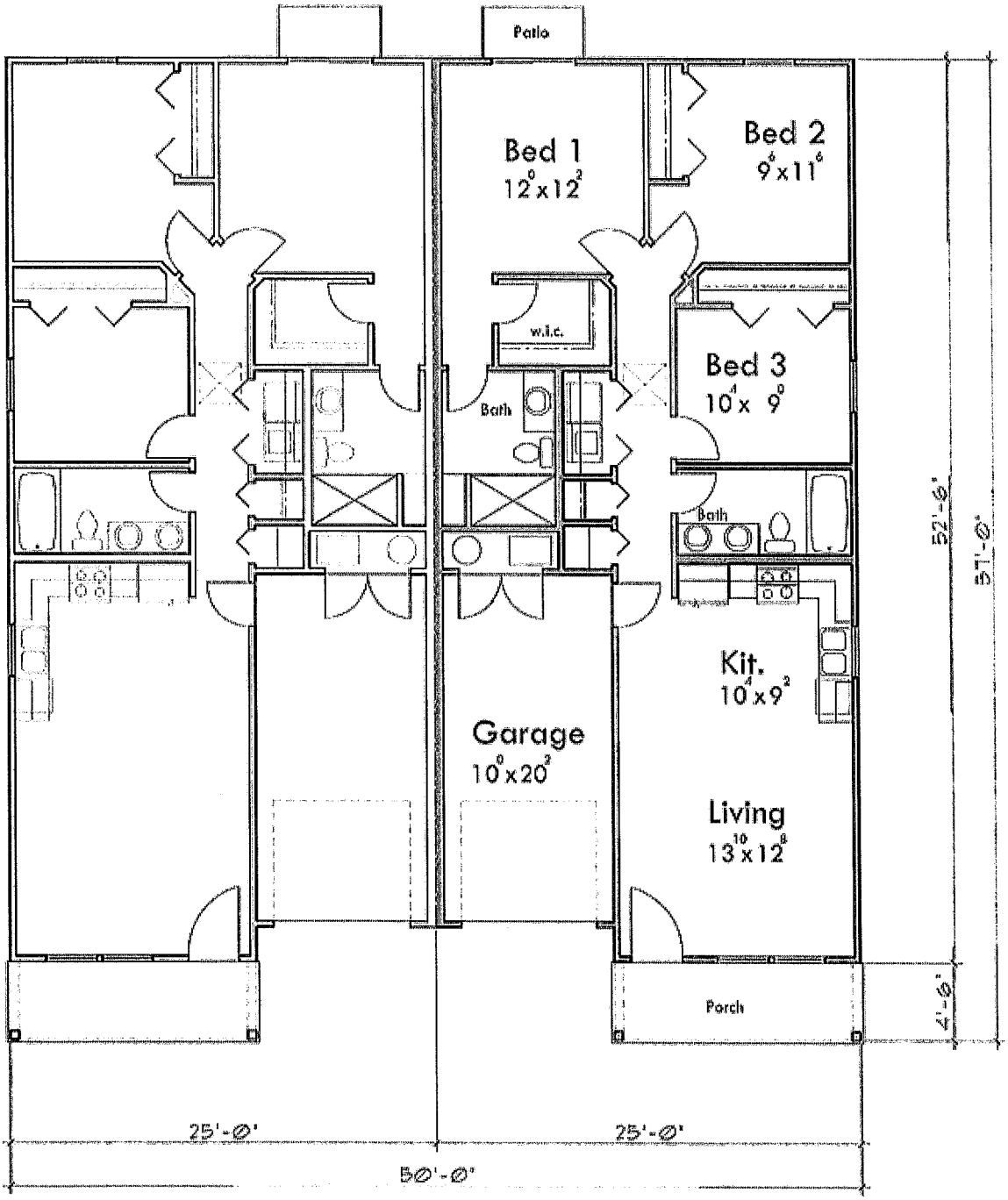




Plan D-678 Total sq. ft.:	1,058
Main Floor sq. ft:	1,058
Bedrooms:	3
Bathrooms:	2
Garage Stalls:	1
Width:	50' 0"
Depth:	57' 0"
Ridge Height:	17' 7"
Foundations Available:	Slab-on-Grade

Note: To comply with Architectural Design requirement, the following elements will be incorporated.

- **Wall Offsets**
- **Roof Eaves with a minimum projection of sixteen (16) inches from the intersection of the roof and exterior walls.**
- **A mininum four (4) color paint scheme. Body, Trim, Garage Door and Stone.**
- **Mechanical room will be in a conditioned space with a sealed door.**
- **Full glass storm doors will be installed on both dwellings.**
- **Front Porch will meet the 6'x8' requirement.**
- **Transparency. A mininmun of 15 percent of te area of the primary building elevation facing a public right-of-way shall include transparent windows or doors. For side building elevations facing a public right-of-way, a minimum of 10 precent transparency shall be required. Windows in the garage doors shall count towards transparcency requirements.**


Patio
Bed 1
12'-0" x 12'-2"
Bed 2
9'-4" x 11'-6"
w.i.c.
Bed 3
10'-4" x 9'-0"
Bath
Bath
Kit.
10'-4" x 9'-2"
Garage
10'-0" x 20'-3"
Living
13'-10" x 12'-8"
Porch
52'-6"
57'-0"
4'-6"
25'-0"
25'-0"
50'-0"

NeighborWorks Home Solutions – Durable Materials & % – Mohawk Street – RFP

Structural Materials

- Reinforced Concrete – High strength, fire-resistant, and long-lasting; widely used for foundations, floors, driveways, sidewalks and patios. (100% Coverage)
- Wood Framing – Extremely durable against heavy loads and natural disasters, though it requires proper treatment against corrosion. (100% Coverage – Exterior & Exterior Walls)
- Brick & Masonry – Classic choice for exterior walls; resists weathering, pests, and requires minimal maintenance. (15% Coverage – Front Elevation)

Exterior Finishes

- LP SmartSide Siding – Engineered wood product, resistant to termites, fungal decay moisture and impacts; holds paint well and can last decades. (85% Coverage – Exterior Cladding)
- Stone Veneer / Natural Stone – Extremely long-lasting, weather-resistant, and aesthetically timeless. (15% Coverage – Front Elevation)

Roofing

- Asphalt Shingle – material made from a fiberglass or organic base mat saturated with asphalt and coated with ceramic granules. These shingles overlap to form a waterproof, protective surface, with the granules blocking UV rays, adding color, and preventing algae growth. (100% Roof Coverage)

Flooring & Interior

- Luxury Vinyl Planks – LVP provides a versatile, high-quality option suitable for various residential spaces. (80% Coverage – Interior Floors)
- Carpet – durability, stain resistance, and ease of maintenance, or its visual characteristics like density, sheen, and pattern. (20% Coverage – Bedroom Floors)

Windows & Doors

- Tempered or Laminated Glass – More impact-resistant and safer than standard glass.
- Fiberglass or Steel Doors – Stronger and more weather-resistant than wood.
- Vinyl or Fiberglass Window Frames – Resist warping, corrosion, and require little maintenance.

PLAN: D-678

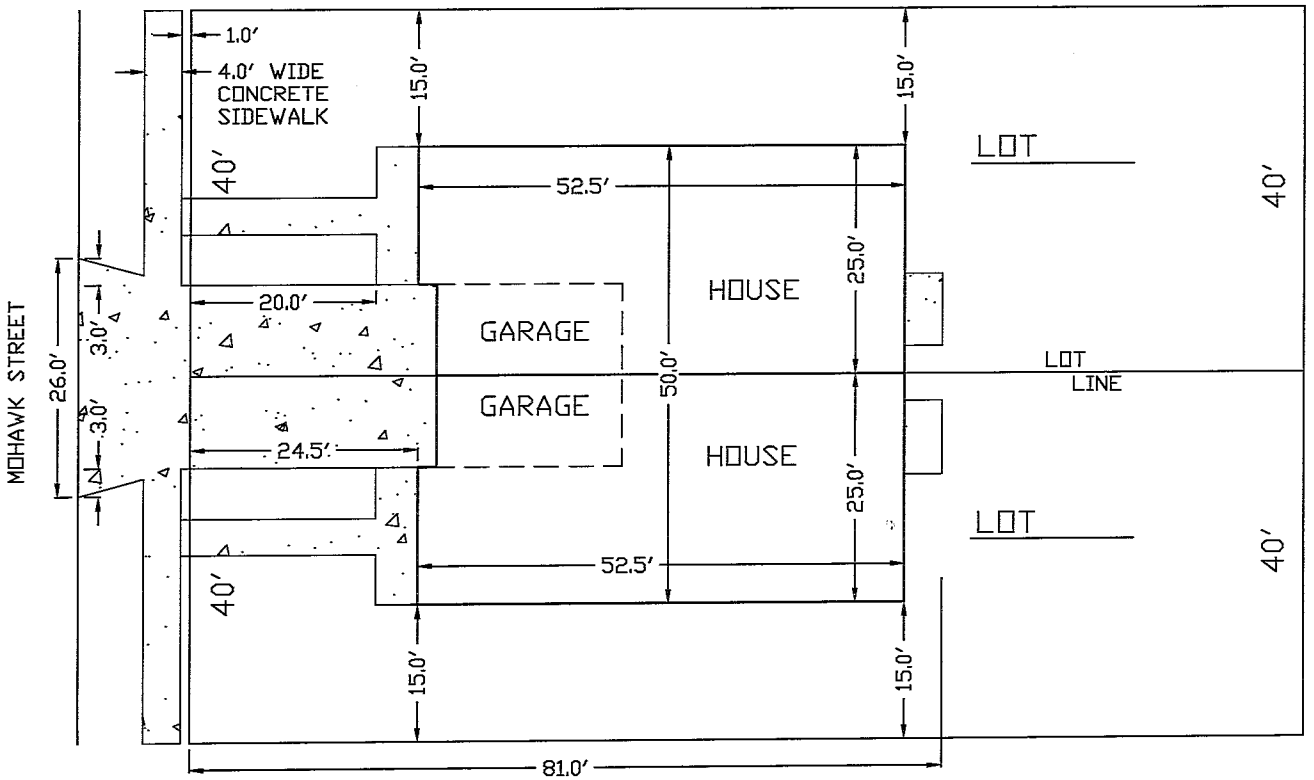
LEGAL DESCRIPTION:

LOT & LOT ,
EAST MANAWA SUBDIVISION,
COUNCIL BLUFFS, IOWA.

SCALE: 1" = 20'

20' 10' 0 20' 40'

N



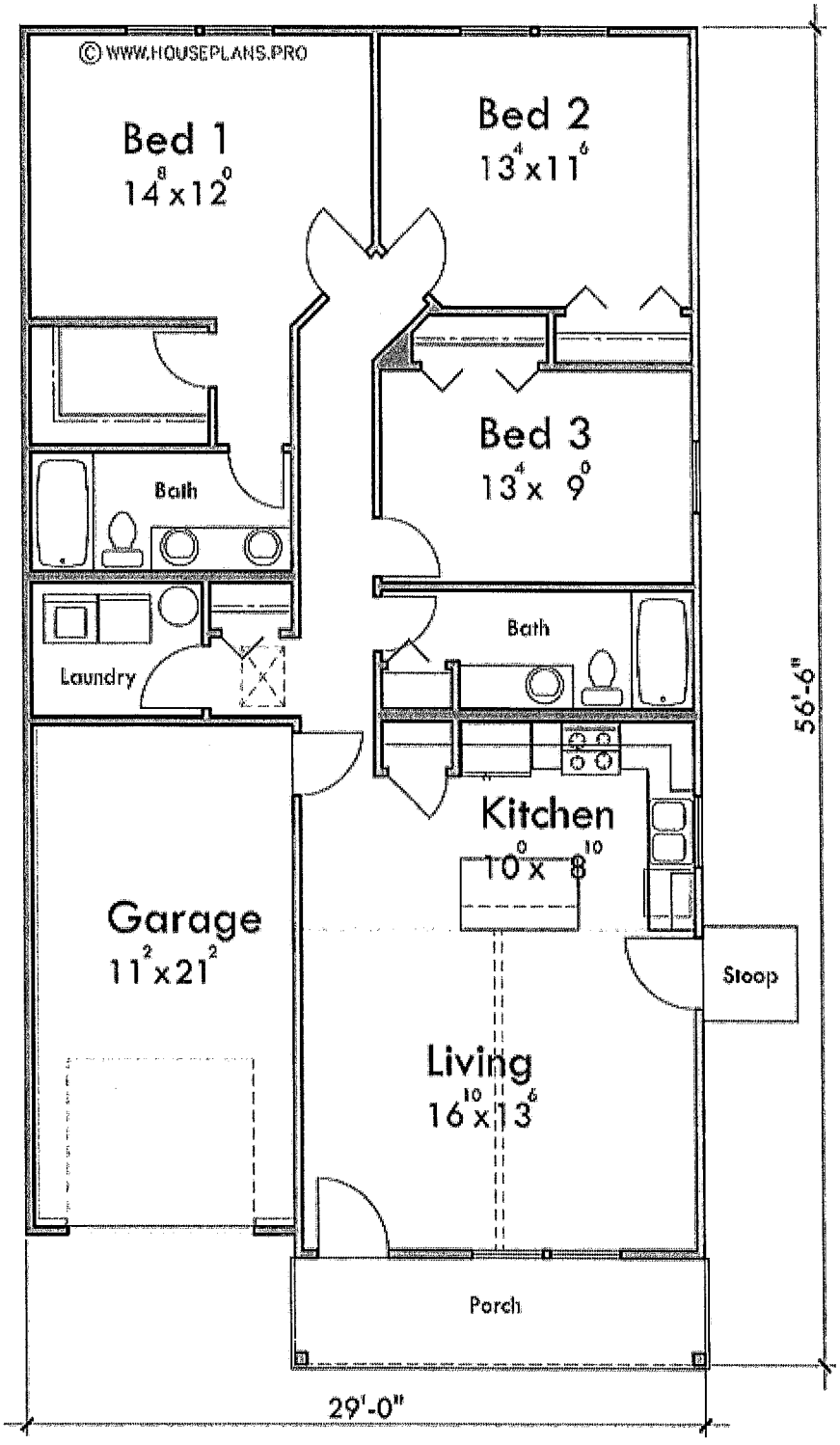


Plan D-763

Total sq. ft.: 1,249
Bedrooms: 3
Bathrooms: 2
Garage Stalls: 1
Width: 58' 0"
Depth: 56' 6"
Ridge Height: 22' 6"
Foundations Available: Slab-on-Grade

Note: To comply with Architectural Design requirement, the following elements will be incorporated.

- **Wall Offsets**
- **Roof Eaves with a minimum projection of sixteen (16) inches from the intersection of the roof and exterior walls.**
- **A mininum four (4) color paint scheme. Body, Trim, Garage Door and Stone.**
- **The furance and water heater will be installed in the Laundry room including a stackable washer and dryer.**
- **Full glass storm doors will be installed on both dwellings.**
- **Front Porch will meet the 6'x8' requirement.**
- **Transparency. A mininmun of 15 percent of te area of the primary building elevation facing a public right-of-way shall include transparent windows or doors. For side building elevations facing a public right-of-way, a minimum of 10 precent transparency shall be required. Windows in the garage doors shall count towards transparcency requirements.**


© WWW.HOUSEPLANS.PRO
Bed 1
14'-8" x 12'-0"
Bed 2
13'-4" x 11'-6"
Bed 3
13'-4" x 9'-0"
Bath
Bath
Laundry
Kitchen
10'-0" x 8'-10"
Garage
11'-2" x 21'-2"
Stoop
Living
16'-10" x 13'-6"
Porch
56'-6"
29'-0"

29'-0"
58'-0"
29'-0"
56'-6"
© WWW.HOUSEPLANS.PRO

NeighborWorks Home Solutions – Durable Materials & % – Mohawk Street – RFP

Structural Materials

- Reinforced Concrete – High strength, fire-resistant, and long-lasting; widely used for foundations, floors, driveways, sidewalks and patios. (100% Coverage)
- Wood Framing – Extremely durable against heavy loads and natural disasters, though it requires proper treatment against corrosion. (100% Coverage – Exterior & Exterior Walls)
- Brick & Masonry – Classic choice for exterior walls; resists weathering, pests, and requires minimal maintenance. (15% Coverage – Front Elevation)

Exterior Finishes

- LP SmartSide Siding – Engineered wood product, resistant to termites, fungal decay moisture and impacts; holds paint well and can last decades. (85% Coverage – Exterior Cladding)
- Stone Veneer / Natural Stone – Extremely long-lasting, weather-resistant, and aesthetically timeless. (15% Coverage – Front Elevation)

Roofing

- Asphalt Shingle – material made from a fiberglass or organic base mat saturated with asphalt and coated with ceramic granules. These shingles overlap to form a waterproof, protective surface, with the granules blocking UV rays, adding color, and preventing algae growth. (100% Roof Coverage)

Flooring & Interior

- Luxury Vinyl Planks – LVP provides a versatile, high-quality option suitable for various residential spaces. (80% Coverage – Interior Floors)
- Carpet – durability, stain resistance, and ease of maintenance, or its visual characteristics like density, sheen, and pattern. (20% Coverage – Bedroom Floors)

Windows & Doors

- Tempered or Laminated Glass – More impact-resistant and safer than standard glass.
- Fiberglass or Steel Doors – Stronger and more weather-resistant than wood.
- Vinyl or Fiberglass Window Frames – Resist warping, corrosion, and require little maintenance.

PLAN: D-763

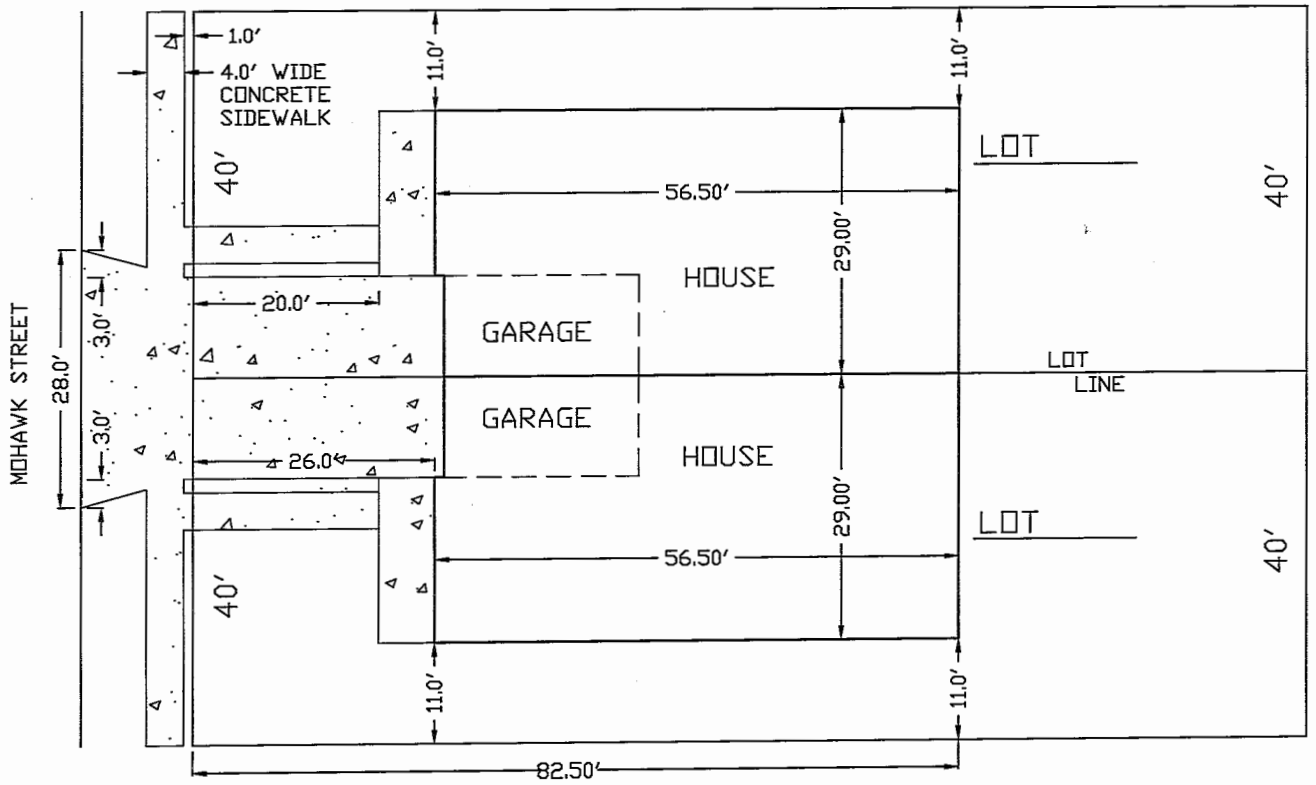
LEGAL DESCRIPTION:

LOT & LOT ,
EAST MANAWA SUBDIVISION,
COUNCIL BLUFFS, IOWA.

SCALE: 1" = 20'

20' 10' 0 20' 40'

N



Developer Experience

New Community Development Corporation dba NeighborWorks Home Solutions (NWHS) has a proven track record of delivering high-quality, affordable, and workforce housing across the region. Since 2008, NWHS has developed and built more than 124 single-family homes, designed to expand homeownership opportunities and strengthen communities.

- Affordable Housing Impact: Of these homes, 106 were affordable to households at or below 80% of Area Median Income (AMI), with down payment and closing cost assistance provided to increase accessibility.
- Workforce Housing: 18 homes were specifically designed to serve the local workforce.
- Innovative Models: 8 homes were built as two-story, duplex-style single-family units, adding diversity and flexibility to the housing stock.

NWHS has successfully completed several notable developments, including:

- Walnut Grove Subdivision – A neighborhood of 14 single-family homes, designed to meet the needs of first-time and moderate-income buyers.
- Council Bluffs West End Homes – A series of single-family homes integrated into an established community.
- Hillside Estates – A mixed-income neighborhood where NWHS built 12 of the 27 homes, demonstrating our ability to partner effectively in larger-scale community developments.

Development Team Expertise:

NWHS is led by a highly experienced development team with deep expertise in construction, project management, compliance, and community engagement:

- David Hazlewood – With more than 30 years of experience as a licensed general contractor and associate professor of residential and commercial construction, David brings extensive knowledge in estimating, project management, and construction oversight. He will play a key role in supervising project execution.
- Robert Klepfer – A licensed carpenter with over 45 years of experience, Robert has owned his own construction company and taught construction technology for more than a decade. As the on-site construction manager, he will ensure that subcontractors meet NWHS's rigorous standards for quality and durability.
- Phyllis Peterson – With more than 20 years of experience in construction management, asset management, and federal/state grant compliance, Phyllis oversees funding, reporting, and homebuyer readiness. She ensures that future homeowners are supported through the purchasing and closing process.

Project Timeline

New Community Development Corporation dba NeighborWorks Home Solutions (NWHS) anticipates starting on the project once the City has completed Mohawk Street and the sewer/water infrastructure and electrical distribution.

Month 1 – Pre-Construction & Mobilization

- Finalize permits, approvals, and compliance checks.
- Select/confirm subcontractors and suppliers.
- Order long-lead materials (windows, doors, HVAC, etc.).
- Site prep: grading, staking lot lines, temporary utilities.

Months 1–2 – Foundations

- Excavate, pour footings, and install foundations/slabs.
- Waterproofing, drainage, and backfilling.
- Rough-in for underground utilities (plumbing, electrical).

Months 2–3 – Framing

- Wall framing, floor systems, and roof trusses installed.
- Sheathing, windows, and exterior doors.
- Structural inspections.

Months 3–4 – Exterior Work

- Roofing completed.
- Siding, exterior trim, and insulation installed.
- Begin rough mechanicals (HVAC, plumbing, electrical).

Months 4–5 – Interior Rough-Ins

- Complete HVAC, plumbing, and electrical rough-ins.
- Install insulation (interior walls/ceilings).
- City/utility inspections.

Months 5–6 – Drywall & Finishes Begin

- Hang and finish drywall.
- Prime and initial paint.
- Begin interior trim, cabinetry, and millwork installation.

Months 6–8 – Interior & Exterior Finishes

- Flooring, doors, and finish carpentry.
- Kitchen and bath fixtures, lighting, and appliances.
- Final painting and touch-ups.
- Exterior: driveways, landscaping, sidewalks, and grading.

Months 8–9 – Final Inspections & Buyer Closings

- Final mechanical and code inspections.
- Punch list completion (final quality checks).
- Obtain certificate of occupancy.
- Buyer walk-throughs and closings.

Key Notes

- Overlap is possible: For multiple homes, staggering start dates allows crews to move efficiently from one site to the next.
- Contingencies: Weather, supply chain delays, or inspection scheduling may extend timelines—building in a 1–2 month cushion is common.
- Scale: If several homes are being built simultaneously (e.g., duplexes), phases can be managed in parallel to reduce total project length.

Financial Summary

East Manawa Project Cost Breakdown

Plan D-562 979 sq. ft. Living
215 sq. ft. Garage

Hard Construction Cost: $163,493 (per unit)
Soft Construction Cost: $64,500 (per unit)
Total Cost: $455,986

Plan D-763 1,249 sq. ft. Living
231 sq. ft. Garage

Hard Construction Cost: $201,280 (per unit)
Soft Construction Cost: $71,500 (per unit)
Total Cost: $545,560

Plan D-678 1,058 sq. ft. Living
233 sq. ft. Garage

Hard Construction Cost: $176,686 (per unit)
Soft Construction Cost: $65,500 (per unit)
Total Cost: $484,372

Land Acquisition Cost: $35,000 per parcel = $210,000 – NWHS Capital
Soft Construction Cost: $403,000 (includes all 6 Units)
Hard Construction Cost: $1,082,918 (includes all 6 Units)
Total Cost: $1,695,918

Financing:

$1,188,734.00	Construction Loans	Frontier Savings Bank	80%	Secured at RFP Approval
$297,184.00	Construction Cost	NWHS Capital	20%	Secured
$210,000.00	Land Acquisition	NWHS Capital	100%	Secured

RESOLUTION NO. 25-294

A RESOLUTION DECLARING THE INTENT OF THE CITY TO ACCEPT A PROPOSAL RECEIVED IN ACCORDANCE WITH THE REQUESTS FOR PROPOSALS AND TO ENTER INTO A PURCHASE, SALE, AND DEVELOPMENT AGREEMENT BASED ON THE SELECTED PROPOSAL.

WHEREAS, This Council has previously found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and, by Resolution No. 24-243 in 2024, approved and adopted the East Manawa Drive Housing Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the East Manawa Drive Housing Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Pottawattamie County; and,

WHEREAS, The City owns certain real property located within the Urban Renewal Area situated at the southeast corner of Mohawk Street and Comanche Street, approximately 2.2 acres in size, (the "Development Property"); and,

WHEREAS, The Plan provides for, among other things, the disposition of properties for development or redevelopment as an urban renewal project; and,

WHEREAS, By Resolutions No. 25-193 and 25-194, both adopted July 28, 2025, this Council approved a Request for Proposals (RFP) to purchase and develop the Development Property into two-family residential units, which RFPs set forth minimum requirements for proposals to develop the Development Property and evaluation criteria for such proposals; Council determined that the minimum development requirements, competitive criteria, and procedures set forth in the RFP were “reasonable competitive bidding procedures” in substantial conformance with the provisions of Iowa Code Section 403.8; and directed that notice of the City’s intention to accept proposals for the sale and redevelopment of the Development Property in accordance with the procedures set forth in the RFP be published; and,

WHEREAS, Notice of the City’s intention to accept proposals for the sale and redevelopment of the Development Property in accordance with the procedures set forth in the RFP was duly published in the Nonpareil, a legal newspaper published at least once weekly and having general circulation in said City, in conformance with Iowa Code Section 362.3; and,

WHEREAS, Following evaluation of the submitted proposals, this Council has selected one proposal that it intends to accept; and,

WHEREAS, This Council desires to declare its intent to accept a proposal, subject to the approval of a purchase, sale, and development agreement to be drafted by the City's legal counsel.

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

The Development Property offered for sale and redevelopment in accordance with the terms and conditions contained in the RFPs, subject to the approval of a purchase, sale, and development agreement, is for six lots situated on a portion of land located at the southeast corner of Mohawk Street and Comanche Street, on a portion of land approximately 2.2 acres in size.

It is hereby determined that the proposal submitted by NeighborWorks Home Solutions (the "Proposal") satisfies the requirements of the RFPs and, subject to the drafting and execution of a purchase, sale, and development agreement drafted by the City's legal counsel for the sale and redevelopment of the Development Property under the terms of the Proposal, with such modifications as determined appropriate by the City Council, the City intends to accept the Proposal no sooner than thirty (30) days from the date of this resolution and following completion of a public hearing.

City staff is hereby authorized and directed to work with the City's legal counsel to draft and negotiate a purchase, sale, and development agreement consistent with the terms of the Proposal, subject to modifications as determined appropriate by the City Council; to set a public hearing to consider the purchase, sale and redevelopment agreement no sooner than thirty (30) days from the date of this resolution; and to publish notice of such public hearing in a manner consistent with Iowa law.

ADOPTED
AND
APPROVED November 17, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.: AN-25-001

Subject/Title

Resolution 25-295
Resolution authorizing the City of Council Bluffs to provide a City tax exemption on newly annexed properties.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
25-295.doc

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

6.J

City Council Communication

Department: Community Development CASE #AN-25-001	Resolution No. _____	City Council: 11-17-2025

Subject/Title

Resolutions approving the partial exemption of the City levy tax for newly annexed areas in the City of Council Bluffs.

Background

In 2025, the City finalized its annexation of areas along 192nd Street and to the Bunge Avenue interchange. Part of this annexation included already developed areas that was involuntarily annexed through the 80-20 Rule for annexation. Under Iowa Code Chapter 368.11, the City Council may adopt a "transition for the imposition of city taxes against property within an annexed area." This provides tax relief for newly annexed properties to phase-in the city levy.

The City wishes to provide this tax exemption to the properties annexed. A schedule for three (3) years of phasing will be as follows:

Year 1: 75% exemption
Year 2: 50% exemption
Year 3: 25% exemption
Year 4: full tax payment

This benefit will be to all properties annexed.

Recommendation

The Community Development Department recommends approval of the resolution authorize a city levy tax exemption schedule for newly annexed properties in the City of Council Bluffs.

Attachments

Resolution

RESOLUTION NO. 25-295

A RESOLUTION AUTHORIZING THE CITY OF COUNCIL BLUFFS TO PROVIDE A CITY TAX EXEMPTION ON NEWLY ANNEXED PROPERTIES.

WHEREAS, in July, the City finalized is annexation of 473 acres (M/L) of land along 192nd Street and Bunge Avenue in Pottawattamie and Mills Counties; and,

WHEREAS, the City wishes to provide a tax exemption to annexed properties to transition the imposition of the City tax levy as allowed by Iowa Code Chapter 368.11; and,

WHEREAS, Chapter 368.11 allows cities to set exemption schedules that do not exceed the allowed schedule; and

WHEREAS, this exemption provides tax relief to newly annexed area as outlined in Exhibit A.

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

The City shall provide the following exemption schedule to all newly annexed properties for the City of Council Bluffs tax levy only:

Year 1: 75% exemption
Year 2: 50% exemption
Year 3: 25% exemption

BE IT RESOLVED

That the City Council does hereby approve the above tax exemption schedule for the area and properties outlined in Exhibit A.

ADOPTED
AND
APPROVED November 17, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Exhibit A

Property Owner	County	Parcel Id #
Scott Glen	Pottawattamie	744329300011
Kinze Melvin Williams	Pottawattamie	744329300008
BNSF Railroad	Pottawattamie	N/A
City of Council Bluffs	Pottawattamie	744332300007
Jimmie David Leggett	Pottawattamie	744332300003
Lyman-Richey Corporation	Pottawattamie	744332300008
Oak Valley, LLC	Mills	34220010000000, 34220020000000, 34330000000000, and 34340000000000
QRS Investments, LLC	Mills	34350010100000
State of Iowa*	Mills	N/A
Cattleman's Heritage Beef Company, LLC	Mills	35710000000000, 35720000000000, 35700010000000, and 35690000000000
Beverly Realty, LLC	Mills	35720010000000 and 35730040000000
BNSF Railroad	Mills	N/A
Kinze Melvin Williams	Mills	35730040000000

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Resolution 25-296
Resolution approving a worker's compensation settlement agreement and authorizing the City of Council Bluffs to make the necessary payments pursuant to said settlement agreement.

Background/Discussion

On October 6, 2025, the City Council entered into an executive session to discuss pending litigation regarding a worker’s compensation claim made by William Wilson. An update on the litigation was provided during an executive session on November 17, 2025. This Resolution seeks the City Council’s formal authorization to proceed as discussed in those executive sessions.

Staff Recommendation

Approval is recommended.

Attachments

25-296.doc

Prepared by: Tony Clowe
Approved by:

6.K

6.K

RESOLUTION NO. 25-296

A RESOLUTION APPROVING A WORKERS' COMPENSATION SETTLEMENT AGREEMENT AND AUTHORIZING THE CITY OF COUNCIL BLUFFS TO MAKE THE NECESSARY PAYMENTS PURSUANT TO SAID SETTLEMENT AGREEMENT.

WHEREAS, the City of Council Bluffs has been in discussions regarding mediation scheduled on October 22, 2025; and

WHEREAS, direction and parameters were provided to the City's Legal Department at the City Council's Executive Session held on October 6, 2025; and

WHEREAS, an update was provided to the City Council during an Executive Session held on November 17, 2025; and

WHEREAS, the City of Council Bluffs has reached a settlement agreement within the parameters discussed during said Executive Sessions.

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

That the City of Council Bluffs, through its Legal Department, Human Resource Department, and outside counsel, hereby approves said settlement agreement and authorizes the payment of $185,863.50 pursuant to the settlement agreement regarding a workers' compensation claim made by William Wilson.

ADOPTED
AND
APPROVED November 17, 2025.

_____
MATTHEW J.WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk