City Council Agenda, City of Council Bluffs, Iowa
Council Regular Meeting December 15, 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 17, 2025 City Council Meeting and November 21, 2025 Special City Council Meeting minutes

C. Resolution 25-298
Resolution accepting the work of DPS, LLC as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the Council Bluffs Recycle Center Outbound Lane Paving. Project# PW26-21

D. Resolution 25-299
Resolution setting a public hearing for 7:00 p.m. on January 12, 2026 in connection with the Indian Creek Levee Freeboard Maintenance. Project # PW22-06A

E. Resolution 25-300
Resolution of intent and setting a public hearing for January 12, 2026 at 7:00 p.m. to vacate and dispose of the east/west platted alley in Block 15, Fleming and Davis Addition, the east/west platted alley in Block 16, Fleming and Davis Addition, and a 272-foot-long section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue and abutting said Blocks 15 and 16, Fleming and Davis Addition. 25-0001-PZASV

F. Resolution 25-301
Resolution of intent and setting a public hearing for January 12, 2026 at 7:00 p.m. to vacate and dispose of the east/west alley abutting properties legally described as Lot 4, Curtis and Ramsey's Addition, and the south 45 feet of Lots 1 and 2 and all of Lot 3, all in John Schickentanz Subdivision of Lots 1, 2 and 3, Block M, Curtis and Ramsey's Addition. Location: Unimproved alley abutting properties addressed at 717 and 719 South 8th Street and 721 7th Avenue. 25-0002-PZASV

G. Council Bluffs Public Library Annual Report (R&F)

H. City Street Financial Report ending June 30, 2025 (R&F)

I. Council Bluffs Water Works 2024 Annual Report (R&F)

J. Council Bluffs Water Works 2026 Budget (R&F)

K. October 2025 City Financials

L. Claims

4. PUBLIC HEARINGS

A. Resolution 25-302
Resolution approving and authorizing execution of a Second Amendment to the Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and 34th and 1st Holdings, LLC.

B. Resolution 25-303
Resolution approving the City of Council Bluffs FY27-FY31 Capital Improvement Program (CIP)

C. Resolution 25-304
Resolution granting final plat approval for two-lot minor subdivision to be known as L-43 Subdivision, being legally described as part of the West ½ of the SW1/4, part of the NE1/4 SW1/4, and part of the SE1/4 NW1/4, all in Section 5-74-43. Location: Undeveloped land lying west of Valley View Drive, east of Mosquito Creek, and southwesterly of the intersection of Longview Loop Road and Valley View Drive. SUB-25-012

5. ORDINANCES ON 1ST READING

A. Ordinance 6662
Ordinance to amend Title 5, Sewers, Chapter 5.25, "Tap-On Fees" of the 2025 Municipal Code of Council Bluffs, Iowa, by amending Sections 5.25.010 "Purpose", 5.25.030 "Procedures for Adoption", 5.25.040 "Contents of Ordinance" and retitling and amending Section 5.25.050 "Sewer Extension Enterprise Fund".

6. RESOLUTIONS

A. Resolution 25-287 (Continued from 11-21-25)
Resolution of intent to enter into a Maintenance Funding Agreement with Southwest Iowa Nonprofit for Collective Impact (SINC) for the Riverfront Revitalization River's Edge Development (River's Edge Development)

B. Resolution 25-286 (Continued from 11-17-25)
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)

C. Resolution 25-305
Resolution authorizing the Mayor and City Clerk to execute an agreement with HGM Associates, Inc. for engineering services in connection with the Richard Downing Avenue Reconstruction. Project # PW26-07

D. Resolution 25-306
Resolution approving the bid of Power Tech LLC for the SWILE Backup Generator Addition. Project # BM-26-07

E. Resolution 25-307
Resolution authorizing publication of Notice of Intent to Fill a City Council Vacancy by Appointment and establishing procedures for receiving letters of interest

F. Resolution 25-308
Resolution awarding Housing Development Program (HDP) funds to support one housing project in Council Bluffs. Location: West End Roost at 28th and 1st Avenue.

G. Resolution 25-309
Resolution approving and authorizing execution of a First Amendment to the Agreement for Private Development by and between the City of Council Bluffs and Western Ridge Apartments, LLC.

H. Resolution 25-310
Resolution granting approval of a temporary use permit to operate a 'warming center' on property legally described as Lots 354 through 356 along with the North ½ of the vacated east/west alley adjacent, Belmont Addition. Location: 1607 Avenue I. TU-25-005 (25-0001-PZTU)

I. Resolution 25-311
Resolution authorizing the city to submit an U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant.

J. Resolution 25-312
Resolution authorizing the Mayor to execute a contract addendum with the Iowa Economic Development Authority's Community Development Block Grant Disaster Recovery Program (CDBG-DR) for the East Manawa Phase I Housing Development Project (19-DRH-020) in the amount of $6,873,501.

K. Resolution 25-313
Resolution Authorizing the Mayor and City Clerk to Execute an Addendum to a Federal Aid Agreement with Iowa Department of Transportation for Iowa's Transportation Alternatives Program Project 19-TAP-110 in the amount of $1,830,000 for the City-County Connector Trail, Project R26-08.

L. Resolution 25-314
Resolution of Intent to enter into a Brush Removal License and Agreement for the Western Historic Trails and Land with the Henry Doorly Zoo and Aquarium.

M. Resolution 25-315
Resolution authorizing the mayor to execute an agreement with R. Perry Construction for the construction of 40 new affordable housing units located in the East Manawa Phase I Housing Project.

7. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor License Renewals
1. 712, 1851 Madison Ave.
2. Woods Sporting Goods, 531 Veterans Memorial Hwy.
3. Wal-Mart, 1800 N. 16th St.

8. **OTHER BUSINESS**
9. **CITIZENS REQUEST TO BE HEARD**
10. **ADJOURNMENT**

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

City Council Meeting Minutes
November 17, 2025

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Council Members present: Chris Peterson, Jill Shudak, Joe Disalvo, Roger Sandau, Steve Gorman.
Mayor Walsh Called the Meeting to Order at 7:00 p.m. on Monday November 17, 2025.
Staff present: Mimi Dobson 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 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

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

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

Steve Gorman and Joe Disalvo moved and seconded to approve Second Consideration of Ordinance 6659. Unanimous, 5-0 vote.

Jill Shudak and Joe Disalvo moved and seconded to approve Motion to waive Third Consideration of Ordinance 6659. Ordinance passes to law.. Unanimous, 5-0 vote.

B. Resolution 25-285

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

Roger Sandau and Joe Disalvo moved and seconded to approve Resolution 25-285. Unanimous, 5-0 vote.

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"

Steve Gorman and Roger Sandau moved and seconded to approve Second Consideration of Ordinance 6660. Unanimous, 5-0 vote.

Jill Shudak and Joe Disalvo moved and seconded to approve Motion to waive Third Consideration of Ordinance 6660. Ordinance passes to law. 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~~ 040 Paragraph E"

NOTE: There was a typo error on the First Consideration of Ordinance 6661 and corrected on the Second Consideration.
Correct Heading of Ordinance: 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.**040** Paragraph E"

Jill Shudak and Joe Disalvo moved and seconded to approve Second Consideration of Ordinance 6661, as amended to correct heading to be as follows: 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.**040** Paragraph E". Unanimous, 5-0 vote.

Roger Sandau and Chris Peterson moved and seconded to approve Motion to waive
Third Consideration of Ordinance 6661, as amended. Ordinance passes to law. Unanimous, 5-0 vote.

6. RESOLUTIONS

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)

Roger Sandau and Steve Gorman moved and seconded to approve Motion to Continue Resolution 25-287 to a special meeting to be held on Friday November 21, 2025 at 2:00 p.m. Unanimous, 5-0 vote.

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)

Jill Shudak and Roger Sandau moved and seconded to approve Motion to continue Resolution 25-286 to December 15, 2025 at 7:00 p.m. Unanimous, 5-0 vote.

C. Resolution 25-288

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

Joe Disalvo and Steve Gorman moved and seconded to approve Resolution 25-288. Unanimous, 5-0 vote.

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

Jill Shudak and Joe Disalvo moved and seconded to approve Resolution 25-289. Unanimous, 5-0 vote.

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

Roger Sandau and Joe Disalvo moved and seconded to approve Resolution 25-290. Unanimous, 5-0 vote.

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

Jill Shudak and Chris Peterson moved and seconded to approve Resolution 25-291. Unanimous, 5-0 vote.

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.

Roger Sandau and Steve Gorman moved and seconded to approve Resolution 25-292. Unanimous, 5-0 vote.

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).

Steve Gorman and Jill Shudak moved and seconded to approve Resolution 25-293. Unanimous, 5-0 vote.

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.

Jill Shudak and Joe Disalvo moved and seconded to approve Resolution 25-294. Unanimous, 4-0 vote.

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

Jill Shudak and Joe Disalvo moved and seconded to approve Resolution 25-295. Unanimous, 5-0 vote.

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.

Steve Gorman and Jill Shudak moved and seconded to approve Resolution 25-296. Unanimous, 5-0 vote.

7. OTHER BUSINESS

City Attorney, Mimi Dobson provided Council Members with some information on how to move forward with filling the vacant Council seat in January 2026. Council requested this item be added to the special meeting on Friday November 21, 2025 as a discussion item.

8. CITIZENS REQUEST TO BE HEARD

None

9. ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:27 p.m.

The tape recording of this proceeding, though not transcribed, is part of the record of each respective action of the City Council. The tape recording of this proceeding is incorporated into these official minutes of this Council meeting as if they were transcribed herein.

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Matthew J. Walsh, Mayor
Jodi Quakenbush, City Clerk

City Council Special Meeting Minutes
November 21, 2025

1. CALL TO ORDER

Mayor Walsh called the meeting to order at 2:00 pm on November 21, 2025.
Council Members present: Chris Peterson, Jill Shudak, Steve Gorman, Roger Sandau, Joe Disalvo.
Staff present: Jodi Quakenbush
Staff present via Zoom: Mimi Dobson

2. CONSENT AGENDA

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

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

3. RESOLUTIONS

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

Steve Gorman and Joe Disalvo moved and seconded to approve Resolution 25-287. Motion withdrawn, 0-0 vote.

Roger Sandau and Steve Gorman moved and seconded to approve Motion to Authorize Council Member Shudak to review the closed-session recording from January 25, 2021 relating to the SINC MOU and Maintenance Funding Agreement, for the sole purpose of preforming her official duties, with review to occur at City Hall under the supervision of the City Clerk or City Attorney. No Copies shall be provided. Unanimous, 5-0 vote.

Steve Gorman and Joe Disalvo moved and seconded to Motion to Continue Resolution 25-287 to December 15, 2025 at 7:00 p.m. Unanimous, 5-0 vote.

B. Resolution 25-297
Resolution adopting the East Manawa Declaration of Covenants, Conditions and Restrictions for the East Manawa Stormwater District.

Jill Shudak and Joe Disalvo moved and seconded to approve Resolution 25-297. Unanimous, 5-0 vote.

4. OTHER BUSINESS

A. Vacant City Council Seat Process Discussion

Discussion by City Council.

5. CITIZENS REQUEST TO BE HEARD

6. ADJOURNMENT

Mayor Walsh adjourned the meeting at 3:20 pm.

The tape recording of this proceeding, though not transcribed, is part of the record of each respective action of the City Council. The tape recording of this proceeding is incorporated into these official minutes of this Council meeting as if they were transcribed herein.

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Matthew J. Walsh, Mayor

_____

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW26-21

Subject/Title

Resolution 25-298
Resolution accepting the work of DPS, LLC as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the Council Bluffs Recycle Center Outbound Lane Paving. Project# PW26-21

Background/Discussion

Since 2021, the Recycling Center has undergone several key improvements, including the installation of two new scales, new paving, stormwater drainage upgrades, and the removal of the outdated scale.

The addition of the new outbound lane will improve traffic flow and now allows vehicles to circulate through most of the facility on fully paved surfaces.

Funding for this project was included in the Recycling Center Operating Budget.

Original Contract Amount	$ 85,312.00
Change Orders (+4.17%)	$ 3,558.40
Final Contract Amount	$ 88,870.40
Less Previous Payments	$ 84,426.88
Retainage Due Contractor	$ 4,443.52

The project was completed on schedule, and the contractor received no notices of non-compliance throughout the duration of the work.

Staff Recommendation

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

Attachments

25-298.doc

Prepared by: Tony Fiala, Solid Waste Management Superintendent
Approved by: Matthew Cox, Public Works Director

3.C

RESOLUTION NO. 25-298

RESOLUTION ACCEPTING THE WORK OF DPS, LLC FOR THE COUNCIL BLUFFS RECYCLE CENTER OUTBOUND LANE PAVING PROJECT AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE A CITY CHECK IN THE AMOUNT OF $4,443.52 PROJECT #PW26-21

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with DPS, LLC for the Council Bluffs Recycle Center Outbound Lane Paving 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; and

WHEREAS, a request for final payment in the amount of $4,443.52 to DPS, 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 $4,443.52 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 $4,443.52 payable to DPS, LLC from budget code R08420-639910.

ADOPTED
AND
APPROVED December 15, 2025

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_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW22-06A

Subject/Title

Resolution 25-299
Resolution setting a public hearing for 7:00 p.m. on January 12, 2026 in connection with the Indian Creek Levee Freeboard Maintenance. Project # PW22-06A

Background/Discussion

The City of Council Bluffs owns or sponsors multiple levee segments which encompass the City Federal Levee System, providing flood protection from the Missouri River, Mosquito Creek, and Indian Creek.
These levee systems are currently shown on FEMA floodplain maps as being accredited and are identified as providing protection from the 100-year flood or 1% annual chance flood event.

In order to maintain the level of protection identified on the FEMA Flood Insurance Rate Map, it is necessary to provide documentation to FEMA that complies with the requirements of 44 CFR 65.10. If the levees are not certified, they will be de-accredited and FEMA will begin the process of updating maps. Areas previously protected by the levees will be identified as flood-prone.

In order to meet the criteria for levee certification, improvements to each of the levee systems will be necessary. The purpose of the Indian Creek Levee Freeboard Maintenance project is to restore the top of levee in areas where it is not meeting the required freeboard height. The project will add fill material to deficient areas to create a consistent levee height along Indian Creek from 16th Avenue to 23rd Avenue.

This project is part of the Levee Certification Program, and project costs will be paid from levee improvement program funding including the Iowa Flood Mitigation Program and Local Option Sales Tax funds. The construction estimate for this project is $453,000.

The project schedule is as follows:

Set Public Hearing	December 12, 2025
Hold Public Hearing	January 12, 2026
Bid Letting	February 10, 2026
Award	February 23, 2026
Construction Start	Spring\Summer 2026

Staff Recommendation

Approval of this resolution to set the public hearing for this levee project.

Attachments

Map

Notice of Public Hearing
25-299.doc

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


PW 22-06A
INDIAN CREEK LEVEE
FREEBOARD MAINTENANCE
PROJECT LOCATION
PROJECT LOCATION
1720 16TH AVE, COUNCIL BLUFFS, IA 51501
1529 16TH AVE, COUNCIL BLUFFS, IA 51501
S 17TH ST
15TH AVE
S 15TH ST
HONEYLOCUST ST
S 11TH ST
15TH AVE
16TH AVE
S 12TH ST
17TH AVE
17TH AVE
18TH AVE
S 11TH ST
S 16TH ST
19TH AVE
S 10TH ST
20TH AVE
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VICH DR
25TH AVE
Legend
PW22-06A
16

Notice of Public Hearing

on the

Plans, Specifications, Form of Contract and Cost Estimate

for the

Indian Creek Levee Freeboard Maintenance

Project # PW22-06A

A public hearing will be held on January 12, 2026, at 7:00 p.m. in the council chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract and cost estimate for the Indian Creek Levee Freeboard Maintenance project. The project will include construction of 1,760 cubic yards of embankment, 1,123 cubic yards of removing, stockpiling and placing topsoil, 5,110 lineal feet of silt fence, and 367 lineal feet of fence removal. At said hearing, any interested person may appear and file objections to such plans and specifications.

By Order of the City Council

of the

City of Council Bluffs, Iowa

Jodi Quakenbush, City Clerk

RESOLUTION NO. 25-299

RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE AND SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR THE INDIAN CREEK LEVEE FREEBOARD MAINTENANCE, PROJECT #PW22-06A

WHEREAS, the City wishes to make improvements known as the Indian Creek Levee Freeboard Maintenance, within the City, as therein described; and

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

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

That the City Clerk is hereby ordered to set a public hearing on the plans, specifications, form of contract and cost estimate for the Indian Creek Levee Freeboard Maintenance project, setting January 12, 2026, at 7:00 p.m. as the date and time of said hearing.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED December 15, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.: 25-0001-PZASV

Subject/Title

Resolution 25-300
Resolution of intent and setting a public hearing for January 12, 2026 at 7:00 p.m. to vacate and dispose of the east/west platted alley in Block 15, Fleming and Davis Addition, the east/west platted alley in Block 16, Fleming and Davis Addition, and a 272-foot-long section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue and abutting said Blocks 15 and 16, Fleming and Davis Addition. 25-0001-PZASV

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: Location/Zoning Map
Notice of Public Hearing
25-300.docx

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

3.E

City Council Communication

Department: Community Development CASE #25-0001-PZASV Applicant: Vonco, LLC Charles Vaughn 9309 Wickham Drive Johnston, IA 50131	Reso. of Intent No. _____ Reso. to Dispose No. _____	Reso. of Intent: 12/15/25 Reso. to Dispose: 1/12/26 Planning Commission: 11/12/25

Subject/Title

Request: Public hearing on the request of Vonco, LLC, represented by Charles Vaughn, to vacate and dispose of the east/west platted alley in Block 15, Fleming and Davis Addition, the east/west platted alley in Block 16, Fleming and Davis Addition, and a 272-foot-long section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue and abutting said Blocks 15 and 16, Fleming and Davis Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa.

Location: Public rights-of-way lying east of South 16th Street, west of Indian Creek, south of 11th Avenue, and north of 12th Avenue.

Background/Discussion

The Community Development Department has received a request from Vonco, LLC, represented by Charles Vaughn, to vacate and dispose the following public rights-of-way:

A. The east/west alley platted in Block 15, Fleming and Davis Addition. This alley is unimproved and measures approximately 16 feet in width by 360 feet in length.

B. The east/west alley platted in Block 16, Fleming and Davis Addition. This alley is unimproved and measures approximately 16 feet in width by 225 feet in length.

C. The section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue and abutting said Blocks 15 and 16, Fleming and Davis Addition. This section of South 15th Street right-of-way is unimproved and measures approximately 66 feet in width by 272 feet in length.

The applicant owns all properties that abut the subject rights-of-way. The abutting properties consist of four parcels of undeveloped land legally described as that portion of Lots 1 and 2 lying Southerly of a line drawn parallel with and distance 50 feet Southerly of BNSF Railway's main track centerline situated within the right-of-way of 11th Avenue, and all of Lots 3 through 24, all in Block 15, Fleming and Davis Addition, and all of Lots 1 through 16, Block 16, Fleming and Davis Addition, City of Council Bluffs, Pottawattamie County, Iowa. The purpose of this request is to allow the applicant to consolidate the subject rights-of-way with the abutting properties and prepare the site for new development.

On August 25, 2003, the City Council amended the adopted *Policy and Procedures for Alley, Street and Right-of-way Vacations.* The objectives of the amended Policy are as follows:

A. To provide due process and citizen participation in the application and review process for vacations.
The applicant owns all properties that abut the subject rights-of-way. The applicant was mailed a petition asking if they are in favor of/opposed to the vacation request and if they are willing to/not willing to acquire the subject rights-of-way, if vacated. The applicant's response is summarized in Item J below.

B. To ensure that no property owner is deprived of required and reasonable access.
The subject rights-of-way abut four parcels of undeveloped land, which are comprised of multiple existing lots of record. All existing lots of record have direct frontage onto 11th Avenue, 12th Avenue, and/or South 16th Street and thus will not be deprived of access if the proposed vacation is approved. If the subject rights-of-way are vacated, they would become undevelopable parcels of land due to their size. Since the applicant intends to consolidate the subject rights-of-way with the abutting properties in order to prepare the site for new development, the Community Development Department recommends that all existing lots and the subject rights-of-way be replatted into one of lot record. This will ensure the vacated rights-of-way and the abutting lots of record are not sold individually. As one lot of record, the site would have direct access onto South 16th Street.

C. To discourage the creation and eliminate or reduce existing dead-end alleys, streets or other rights-of-way.
The request is to vacate the entirety of the east/west alley platted in Block 15, Fleming and Davis Addition, the entirety of the east/west alley platted in Block 16, Fleming and Davis Addition, and the entire section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue. The proposed vacation will not create any new dead-end rights-of-way.

D. To reduce or eliminate hazardous and dangerous traffic conditions.
The subject rights-of-way are not improved and are not used for public vehicular and/or pedestrian traffic circulation.

E. To protect all existing and proposed public utilities located in the right-of-way and to maintain necessary utility easements.
All City Departments and utilities were notified of the request. The following responses were received:

1. The Council Bluffs Permits and Inspections Division had no comments on the request.

2. The Council Bluffs Public Works Department stated the City of Council Bluffs has existing stormwater and sanitary sewer infrastructure in all of the subject rights-of-way. The Public Works Department recommends maintaining a permanent, full-width utility easement over all rights-of-way proposed to be vacated.

3. The Council Bluffs Parks and Recreation Department had no comments on the request.

4. The Council Bluffs Fire Department stated they have no comments on the request.

5. The Council Bluffs Police Department stated they have no comments or objections to the request.

6. The Council Bluffs Finance Department had no comments on the request.

7. Council Bluffs Water Works stated they have no comments on the request.

8. MidAmerican Energy stated they have no conflicts or concerns with the request. They also stated the property owner or their agent should contact MidAmerican Energy directly to discuss and determine costs and responsibilities for any electric service needs for the site.

Based on the responses above, a perpetual easement for utility maintenance and access purposes shall be retained over the subject rights-of-way.

F. To maintain appropriate right-of-way width to ensure that an adequate pedestrian and vehicular circulation system is retained. Not applicable.

G. To discourage the vacation of a portion of an existing alley, street or other right-of-way.
The request is to vacate the entirety of the east/west alley platted in Block 15, Fleming and Davis Addition, the entirety of the east/west alley platted in Block 16, Fleming and Davis Addition, and the entire section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue.

H. To assist in the implementation of the goals and objectives of the Comprehensive Plan.
The request is consistent with the local access and circulation objectives stated in Chapter 6, Transportation of the Bluffs Tomorrow: 2030 Plan (comprehensive plan).

I. To reduce the City's maintenance liability on previously vacated right-of-way parcels from public improvement projects and various lots acquired through delinquent taxes or assessments. Not applicable.

J. To establish an equitable price for surplus public property.
The applicant owns all properties that abut the subject rights-of-way. The applicant is eligible to receive both alleys included in this vacation request in consideration of the vacation application fee, which has already been paid. The following response was received:

1. Vonco, LLC, represented by Chris Vaughn, stated they are in favor of the request and are willing to acquire the subject rights-of-way for $7,256.00.

Recommendation

The Community Development Department recommends approval of the request to vacate and dispose of the east/west platted alley in Block 15, Fleming and Davis Addition, the east/west platted alley in Block 16, Fleming and Davis Addition, and a 272-foot-long section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue and abutting said Blocks 15 and 16, Fleming and Davis Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa, based on the reasons stated above and subject to the following conditions:

A. A perpetual easement shall be retained over the subject rights-of-way for utility access and maintenance purposes; and

B. The applicant shall replat the subject rights-of-way and the existing lots of record adjoining into one lot of record.

Public Hearing

Staff speakers for the request:
1. Moises Monrroy, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor:
1. Charles Vaughn, 9309 Wickham Drive, Johnston, IA 50131

Speakers against: None

The Planning Commission recommended approval of the request to vacate and dispose of the east/west platted alley in Block 15, Fleming and Davis Addition, the east/west platted alley in Block 16, Fleming and Davis Addition, and a 272-foot-long section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue and abutting said Blocks 15 and 16, Fleming and Davis Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa, based on the reasons stated above and subject to the following conditions:

A. A perpetual easement shall be retained over the subject rights-of-way for utility access and maintenance purposes; and

B. The applicant shall replat the subject rights-of-way and the existing lots of record adjoining into one lot of record.

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

Attachment

Attachment A: Location/Zoning Map

Prepared by: Moises Monrroy, Planner, Community Development Department

Attachment 'A'

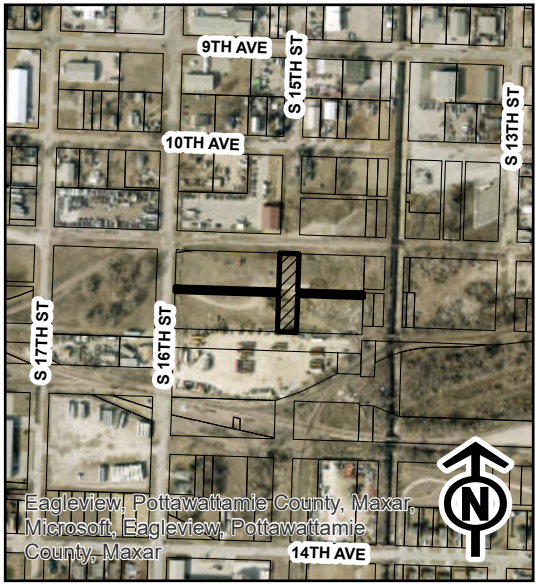
CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #25-0001-PZASV ZONING/LOCATION MAP

Legend

Subject ROW

0 80 160

1 inch = 125 feet

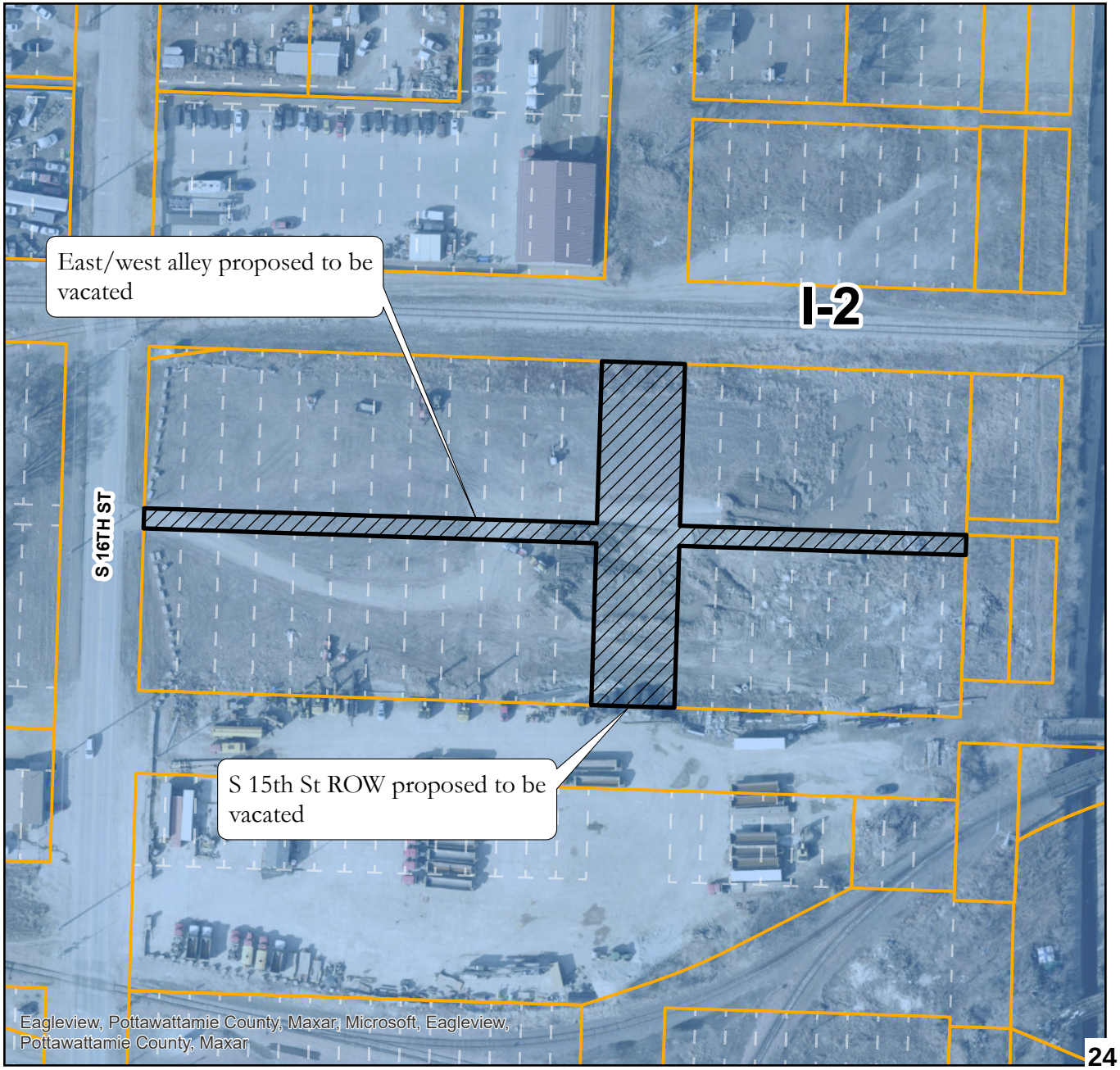


Last Amended: 10/22/25

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.



NOTICE OF PUBLIC HEARING

You are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing for January 12, 2026 at 7:00 p.m. in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs at which time all persons interested in this matter will be given an opportunity to be heard on the request of Charles Vaughn, representing Vonco, LLC, to vacate and dispose of the east/west platted alley in Block 15, Fleming and Davis Addition, the east/west platted alley in Block 16, Fleming and Davis Addition, and the section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue and abutting said Blocks 15 and 16, Fleming and Davis Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa.

_____

Jodi Quakenbush, City Clerk

Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 - Phone: (712) 890-5261
Prepared by: Community Development Dept., Co. Bluffs, IA 51503 - Phone: (712) 890-5350

RESOLUTION NO. 25-300

A RESOLUTION OF INTENT TO VACATE AND DISPOSE OF THE EAST/WEST PLATTED ALLEY IN BLOCK 15, FLEMING AND DAVIS ADDITION, THE EAST/WEST PLATTED ALLEY IN BLOCK 16, FLEMING AND DAVIS ADDITION, AND A 272-FOOT-LONG SECTION OF SOUTH 15TH STREET RIGHT-OF-WAY LYING BETWEEN 11TH AVENUE AND 12TH AVENUE AND ABUTTING SAID BLOCKS 15 AND 16, FLEMING AND DAVIS ADDITION, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Vonco, LLC, represented by Charles Vaugh, requests the vacation of the east/west platted alley in Block 15, Fleming and Davis Addition, the east/west platted alley in Block 16, Fleming and Davis Addition, and a 272-foot-long section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue and abutting said Blocks 15 and 16, Fleming and Davis Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, this City Council hereby declares its intent to consider disposition of this City right-of-way by conveying and quitclaiming all of its right, title and interest in it to the abutting property owner(s).

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

That this City does hereby express its intent to dispose of City owned property described as the east/west platted alley in Block 15, Fleming and Davis Addition, the east/west platted alley in Block 16, Fleming and Davis Addition, and a 272-foot-long section of South 15th Street right-of-way lying between 11th Avenue and 12th Avenue and abutting said Blocks 15 and 16, Fleming and Davis Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing on the City's intent to dispose of this property is hereby set for January 12, 2026.

ADOPTED
AND
APPROVED: December 15, 2025.

_____
Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development

Case/Project No.: 25-0002-PZASV

Subject/Title

Resolution 25-301
Resolution of intent and setting a public hearing for January 12, 2026 at 7:00 p.m. to vacate and dispose of the east/west alley abutting properties legally described as Lot 4, Curtis and Ramsey's Addition, and the south 45 feet of Lots 1 and 2 and all of Lot 3, all in John Schickentanz Subdivision of Lots 1, 2 and 3, Block M, Curtis and Ramsey's Addition.
Location: Unimproved alley abutting properties addressed at 717 and 719 South 8th Street and 721 7th Avenue. 25-0002-PZASV

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: Location/Zoning Map
Notice of Public Hearing
25-301.docx

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

3.F

City Council Communication

Department: Community Development CASE #25-0002-PZASV Applicant: Shawn and Christal Smith 15041 Catalina Terrace Council Bluffs, IA 51501	Reso. of Intent No. _____ Reso. to Dispose No. _____	Reso. of Intent: 12/15/25 Reso. to Dispose: 1/12/26 Planning Commission: 11/12/25

Subject/Title

Request: Public hearing on the request of Shawn and Christal Smith to vacate and dispose of an east/west alley abutting properties legally described as Lot 4, Curtis and Ramsey's Addition, and the south 45 feet of Lots 1 and 2 and all of Lot 3, all in John Schickentanz Subdivision of Lots 1, 2 and 3, Block M, Curtis and Ramsey's Addition, City of Council Bluffs, Pottawattamie County, Iowa.

Location: Unimproved alley abutting properties addressed at 717 and 719 South 8th Street and 721 7th Avenue.

Background

The Community Development Department has received a request from Shawn and Christal Smith, owners of property addressed at 719 South 8th Street, to vacate and dispose of the east/west alley abutting properties legally described as Lot 4, Curtis and Ramsey's Addition, and the south 45 feet of Lots 1 and 2 and all of Lot 3, all in John Schickentanz Subdivision of Lots 1, 2 and 3, Block M, Curtis and Ramsey's Addition, City of Council Bluffs, Pottawattamie County, Iowa. The subject alley is an unimproved dead-end right-of-way that measures approximately 12 feet in width by 132 feet in length. The applicants wish to acquire the south half of the alley for off-street parking purposes.

On August 25, 2003, the City Council amended the adopted *Policy and Procedures for Alley, Street and Right-of-way Vacations.* The objectives of the amended Policy are as follows:

A. To provide due process and citizen participation in the application and review process for vacations.
Property owners with land that abuts the subject alley are as follows:

North		
Property Owner	**Address**	**Land Use**
MODA PROPERTIES 2, LLC	717 South 8th Street	Single-family home
Sy Huu Nguyen	721 7th Avenue	Single-family home
South		
Property Owner	**Address**	**Land Use**
Shawn and Christal Smith	719 South 8th Street	Single-family home

All abutting property owners were mailed petitions asking if they are in favor of/opposed to the vacation request and if they were willing to/not willing to acquire the portion of the alley adjacent to their property, if vacated. Responses to the petitions are summarized in Item J below.

B. To ensure that no property owner is deprived of required and reasonable access.

The subject alley abuts properties addressed at 717 and 719 South 8th Street and 721 7th Avenue. There is an existing detached garage at 717 South 8th Street that is accessed through the subject alley. To ensure the owner of 717 South 8th Street is not deprived of required vehicular access, the Community Development Department recommends that an access easement be retained over the subject alley.

C. To discourage the creation and eliminate or reduce existing dead-end alleys, streets or other rights-of-way.
The request is to vacate the entirety of a dead-end alley.

D. To reduce or eliminate hazardous and dangerous traffic conditions.
The subject dead-end alley is unimproved and not used for traffic circulation. To ensure the owner of 717 South 8th Street is not deprived of required vehicular access, the Community Development Department recommends that an access easement be retained over the subject alley.

E. To protect all existing and proposed public utilities located in the right-of-way and to maintain necessary utility easements.
All City Departments and utilities were notified of the request. The following responses were received:

1. The Council Bluffs Permits and Inspections Division had no comments on the request.
2. The Council Bluffs Public Works Department stated they are not opposed to the request.
3. The Council Bluffs Parks and Recreation Department had no comments on the request.
4. The Council Bluffs Fire Department stated they have no comments on the request.
5. The Council Bluffs Police Department stated they have no comments or objections to the request.
6. The Council Bluffs Finance Department had no comments on the request.
7. Council Bluffs Water Works stated they have no comments on the request.
8. MidAmerican Energy stated they have electric distribution facilities in the subject alley that supply three adjacent properties with electric service. They stated they would be opposed to the request if there are no provisions that protect the current unrestricted, safe, and reasonable access to operate and maintain these facilities.

Based on the responses above, a perpetual easement for utility maintenance and access purposes shall be retained over the subject alley.

F. To maintain appropriate right-of-way width to ensure that an adequate pedestrian and vehicular circulation system is retained.
Not applicable.

G. To discourage the vacation of a portion of an existing alley, street or other right-of-way.
The request is to vacate the entirety of a dead-end alley.

H. To assist in the implementation of the goals and objectives of the Comprehensive Plan.
The request is consistent with the local access and circulation objectives stated in Chapter 6, Transportation of the Bluffs Tomorrow: 2030 Plan (comprehensive plan).

I. To reduce the City's maintenance liability on previously vacated right-of-way parcels from public improvement projects and various lots acquired through delinquent taxes or assessments.
Not applicable.

J. To establish an equitable price for surplus public property.
There are three property owners with land that abut the subject alley. All abutting property owners were notified of the vacation request. Each abutting property owner is eligible to receive their portion of the alley in consideration of the vacation application fee, which has already been paid. The following responses have been received:

1. Shawn and Christal Smith stated they are in favor of the request and are willing to acquire the portion of the subject alley adjacent to their property at 719 South 8th Street.

2. Sy Huu Nguyen stated he is favor of the request and is willing to acquire the portion of the subject alley adjacent to his property at 721 7th Avenue.

3. No response was received from MODA PROPERTIES 2, LLC, owner of 717 South 8th Street. Since the subject alley is necessary to provide vehicular access to 717 South 8th Street, the Community Development Department recommends that MODA PROPERTIES 2, LLC should acquire their respective portion of the subject alley despite their lack of response.

Recommendation

The Community Development Department recommends approval of the request to vacate and dispose of an east/west alley abutting properties legally described as Lot 4, Curtis and Ramsey's Addition, and the south 45 feet of Lots 1 and 2 and all of Lot 3, all in John Schickentanz Subdivision of Lots 1, 2 and 3, Block M, Curtis and Ramsey's Addition, City of Council Bluffs, Pottawattamie County, Iowa based on the reasons stated above and subject to the following conditions:

A. A perpetual easement shall be retained over the subject alley for vehicular access and utility access and maintenance purposes; and

B. All abutting property owners shall acquire their respective portion of the subject alley.

Public Hearing

Staff speakers for the request:
1. Moises Monrroy, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor:
1. Charles Vaughn, 9309 Wickham Drive, Johnston, IA 50131

Speakers against: None

The Planning Commission recommended approval of the request to vacate and dispose of the of an east/west alley abutting properties legally described as Lot 4, Curtis and Ramsey's Addition, and the south 45 feet of Lots 1 and 2 and all of Lot 3, all in John Schickentanz Subdivision of Lots 1, 2 and 3, Block M, Curtis and Ramsey's Addition, City of Council Bluffs, Pottawattamie County, Iowa, subject to the following conditions:

A. A perpetual easement shall be retained over the subject alley for vehicular access and utility access and maintenance purposes; and

B. All abutting property owners shall acquire their respective portion of the subject alley.

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

Attachments

Attachment A: Location/Zoning Map

Prepared by: Moises Monrroy, Planner, Community Development Department

Attachment 'A'

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #25-0002-PZASV ZONING/LOCATION MAP

Legend

Subject ROW

0 20 40

1 inch = 33 feet



Last Amended: 10/22/25

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

DISCLAIMER
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NOTICE OF PUBLIC HEARING

You are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing for January 12, 2026 at 7:00 p.m. in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs at which time all persons interested in this matter will be given an opportunity to be heard on the request of Shawn and Christal Smith to vacate and dispose of an east/west alley abutting properties legally described as Lot 4, Curtis and Ramsey's Addition, and the south 45 feet of Lots 1 and 2 and all of Lot 3, all in John Schickentanz Subdivision of Lots 1, 2 and 3, Block M, Curtis and Ramsey's Addition, City of Council Bluffs, Pottawattamie County, Iowa.

_____

Jodi Quakenbush, City Clerk

Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 - Phone: (712) 890-5261
Prepared by: Community Development Dept., Co. Bluffs, IA 51503 - Phone: (712) 890-5350

RESOLUTION NO. 25-301

A RESOLUTION OF INTENT TO VACATE AND DISPOSE OF THE EAST/WEST ALLEY ABUTTING PROPERTIES LEGALLY DESCRIBED AS LOT 4, CURTIS AND RAMSEY'S ADDITION, AND THE SOUTH 45 FEET OF LOTS 1 AND 2 AND ALL OF LOT 3, ALL IN JOHN SCHICKENTANZ SUBDIVISION OF LOTS 1, 2 AND 3, BLOCK M, CURTIS AND RAMSEY'S ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Shawn and Christal Smith request the vacation of the east/west alley abutting properties legally described as Lot 4, Curtis and Ramsey's Addition, and the south 45 feet of Lots 1 and 2 and all of Lot 3, all in John Schickentanz Subdivision of Lots 1, 2 and 3, Block M, Curtis and Ramsey's Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, this City Council hereby declares its intent to consider disposition of this City right-of-way by conveying all of its right, title and interest in it to the abutting property owner(s).

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

That this City does hereby express its intent to dispose of City owned property described as east/west alley abutting properties legally described as Lot 4, Curtis and Ramsey's Addition, and the south 45 feet of Lots 1 and 2 and all of Lot 3, all in John Schickentanz Subdivision of Lots 1, 2 and 3, Block M, Curtis and Ramsey's Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing on the City's intent to dispose of this property is hereby set for January 12, 2026.

ADOPTED
AND
APPROVED: December 15, 2025.

Matthew J. Walsh, Mayor

ATTEST:
Jodi Quakenbush, City Clerk

Council Communication

Department: City Clerk

Case/Project No.:

Subject/Title

Council Bluffs Public Library Annual Report (R&F)

Background/Discussion

Staff Recommendation

Attachments

FY25 Public Library Annual Report City Council.pdf

Prepared by:
Approved by:

3.G



COUNCIL BLUFFS
Public Library

COUNCIL BLUFFS PUBLIC LIBRARY

Annual Report FY25

Council Bluffs Public Library provides our community access to enrichment, connection, and discovery.

www.councilbluffslibrary.org



LIBRARY BOARD OF TRUSTEES

Jared Tripp, President
Abby Jares, Vice President
Nicole Juranek, Secretary
Leo Martin, Treasurer
John Erixon
Ron Frascht
Stacey Goodman
Cindi Keithley
Christine Watkins

Danielle Bemis, Ex-Officio

CITY COUNCIL

Matt Walsh, Mayor
Joe DiSalvo
Steve Gorman
Chris Peterson
Roger Sandau
Jill Shudak

Fiscal Year 2025 was full of measured steps towards increased access of library services and resources in the community. It began with the true launch of the Cochran Library Kiosk in July 2025. Throughout the year, we increased program offerings to promote usage of the kiosk, FIRST AVE, and Cochran Park. The year ended with the introduction of Willow On Wheels, an outreach vehicle to support programs and offerings throughout the City and County. This past year we also welcomed nationally recognized authors to our community, launched a snack program for teens which received an award, and expanded program offerings to youth through registration programming for school aged clubs. We also introduced new material offerings with Playaways and WhaZoodles in the kids area and created designated World Language sections throughout the library to support our diverse population. We were not unaffected by funding challenges that occurred due to cuts at the Federal level, but we rose to the occasion and found ways to minimize the effect on the community. I hope that you find this past year's report encouraging and it energizes you to use your public library in whatever way benefits you most. Read on through this Annual Report for more information and a snapshot of all of things accomplished this last fiscal year.

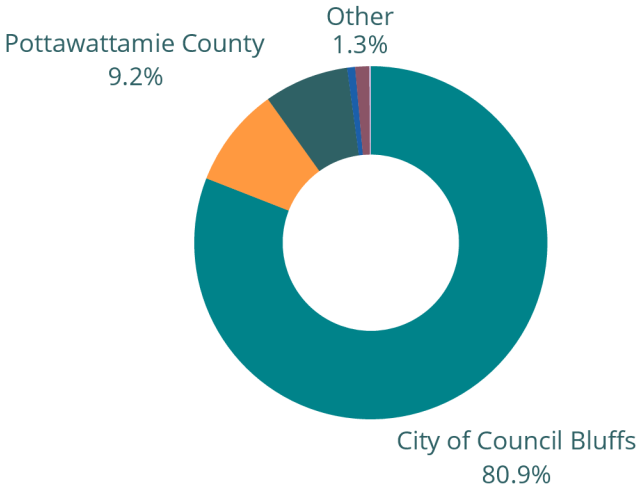
ANTONIA KRUPICKA-SMITH
Library Director



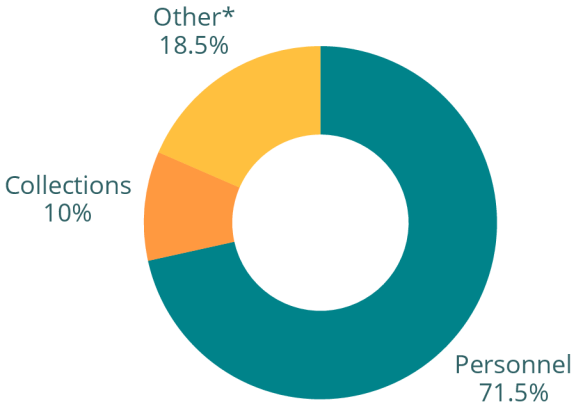
Year by the Numbers

Collection Size	149,459
Items Added to the Collection	19,175
Physical Items Borrowed	227,111
Digital Checkouts	116,536
Homebound Items Delivered	3,516
Interlibrary Loan Items	5,134
Total Card Holders	55,603
New Card Registration	4,578
Visits	243,630
Meetings by the Public	1,884
Public Computer Sessions	27,218
Program Attendance	45,060
Reference Questions	19,762
Reading program Participants	1,721

Revenue



Expenditures



*Many costs associated with the upkeep and repair of the Library property are reflected in other City budget areas. "Other" is in reference to expenses such as technology, supplies, and general facilities upkeep.

Program & Service Highlights

New collections to address audio accessiblity



Through usage data and feedback from the community, we learned that compact disc options are increasingly difficult to utilize because of the reduction in playing devices. To address this with our youngest patrons, who are less likely to be able to utilize our downloadable content, we introduce two new formats for listening enjoyment for youth. Because of the success of these collections, we will continue to invest in self-contained audio options for our community.

Technology Upgrade to Meeting Room A & B

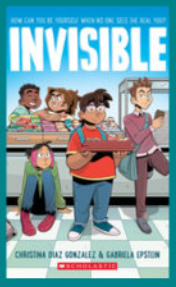


Meeting Room A & B audiovisual technology was upgraded to allow for expanded access to the spaces, better accessibility, and increased flexibility for community use.

Our Community Reads: Found Community

COUNCIL BLUFFS Public Library
OUR COMMUNITY READS
2025
Found Community

The Our Community Reads: Found Community kicked off in Spring 2025 with three selections for the community to engage with and read. The two month reading initiative started with a community fair celebrating culture and diversity. Funding from the Iowa West Foundation through the Council Bluffs Public Library Foundation supported every 2nd and 6th grader receiving a copy of their book selection. Both grades also got author visits from the author for their respective book. The author of the adult selection spoke to a packed house at the library and shared her writing journey and the unique experience she has had with her debut title being such a success. This is the 3rd year of the program.









For recognition of the work done to establish the Teen Snack Program, the Council Bluffs Public Library received the Iowa Library Association Library Philanthropy Award for excellence in work outside the typical library mission at the Annual Conference.

Community Engagement and Outreach



With the opening of the Cochran Library Kiosk and the increase in community events and partnerships, the City of Council Bluffs funded an outreach vehicle for library staff to use when serving the library kiosk and bringing activities and resources to all parts of our community. This dramatic increase in the library presence in the community over the past 12 months has allowed for the library to better serve the community through engaging programming, increased material access 24 hours a day, and stronger connection throughout the entire footprint of Council Bluffs and surrounding Pottawattamie County communities.



The outreach vehicle has opened the door to new opportunities of engagement not possible previously. The library is poised and ready to serve the Council Bluffs community in new and impactful ways.

Council Bluffs Public Library Foundation

COUNCIL BLUFFS Public Library FOUNDATION

Projects supported by the Council Bluffs Public Library Foundation include:

- Dolly Parton's Imagination Library
- Library programming including community-wide programs such as Our Community Reads: Found Community and the Summer Reading Challenge
- Technology updates like the audiovisual upgrade in Meeting Room A & B
- Author visits from Alexander McCall Smith, Ed Yong, and Nita Prose

The Council Bluffs Public Library Foundation is an independent 501(c)3 that supports the library on projects and initiatives that are outside the scope of general operating expense covered by the City of Council Bluffs.

Friends of the Council Bluffs Public Library

FRIENDS OF THE COUNCIL BLUFFS Public Library

Projects supported by the Friends of the Council Bluffs Public Library include:

- Wrap and staff training for Willow on Wheels
- Discovery Pass program and offerings
- Program support for youth, teen, and adult departments
- Staff training, recognition, and appreciation
- 1000 Books Before Kindergarten

The Friends of the Council bluffs Public Library is an independent 501(c)3 that comprises of members and volunteers that support the library and run a small used book store in the Council Bluffs Public Library location.

To learn more about supporting the work of the Friends or the Foundation visit councilbluffslibrary.org



The Council Bluffs Library is recognized as a primary community resource for educational support, self-directed learning, cultural development, advancing literacies, and building public prosperity and well being.

The Council Bluffs Public Library:

- Offers superior customer experiences
- Encourages learning and discovery
- Is inclusive and provides access to all
- Cultivates collaboration and innovation
- Believes in the freedom to know
- Fosters a positive work environment
- Provides wise stewardship of public resources

Main Location
400 Willow Avenue
Council Bluffs, IA 51503

Cochran Library Kiosk
Near the corner of
S 22nd St and FIRST AVE trail

www.councilbluffslibrary.org

IOWADOT

Bureau of Local Systems

Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Council Bluffs

12/3/2025 10:31:09 AM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	$171,224	$3,260,375					$3,431,599
Benefits - Roads/Streets	$73,791	$1,895,682					$1,969,473
Training & Dues		$36,313					$36,313
Building & Grounds Maint. & Repair		$92,448					$92,448
Vehicle & Office Equip Operation and Repair		$484,552					$484,552
Operational Equipment Repair		$348,534					$348,534
Other Utilities		$3,266					$3,266
Engineering		$44,245			$1,502,014		$1,546,259
Payments to othe agencies		$374					$374
Printing		$1,005					$1,005
Rents & Leases		$123,806					$123,806
Street Maintenance Expense		$590,300					$590,300
Technology Expense		$20,076					$20,076
Other Professional Services		$8,481					$8,481
Other Contract Services		$84,836					$84,836
Minor Equipment Purchases		$32,189					$32,189

City Street Finance Report

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Other Equipment		$8,662					$8,662
Office Supplies		$962					$962
Operating Supplies		$23,456					$23,456
Postage & Safety		$304					$304
Other Supplies		$3,035					$3,035
Vehicles		$157,620					$157,620
Heavy Equipment		$464,790					$464,790
Other Capital Equipment		$1,224					$1,224
Right-of-Way					$2,556		$2,556
Storm Drainage					$1,428,086		$1,428,086
Street - New Roadway					$4,659,082		$4,659,082
Street - Preservation		$1,075,112					$1,075,112
Principal Payment				$1,721,755			$1,721,755
Interest Payment				$325,814			$325,814
Transfer Out	$155,615	$235,974					$391,589
Snow Removal		$138,394					$138,394
Depreciation & Building Utilities		$495,001					$495,001
Accounting/Recording		$548					$548
Snow Removal Salaries		$290,079					$290,079
Total	$400,630	$9,921,643		$2,047,569	$7,591,738		$19,961,580

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City Street Finance Report

Fiscal Year 2025

Council Bluffs

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	$400,630		$0	$2,047,569			$2,448,199
Other Taxes (Hotel, LOST)					$7,722,422		$7,722,422
Licenses & Permits		$487,154					$487,154
Interest		$90,673					$90,673
Rents & Leases		$8,675					$8,675
Federal Grants					$4,265,478		$4,265,478
State Revenues - Road Use Taxes		$8,918,669					$8,918,669
Charges/fees		$141,699				$0	$141,699
Transfer In		$7,983			$383,606		$391,589
Total	$400,630	$9,654,853	$0	$2,047,569	$12,371,506	$0	$24,474,558

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2019A	$3,835,000	$515,000	$97,900	$323,984	$61,588	$3,320,000
2020B	$2,630,000	$280,000	$105,850	$174,806	$66,083	$2,350,000
2014A	$1,350,000	$665,000	$35,463	$399,000	$21,278	$685,000
2016A	$2,100,000	$1,040,000	$52,500	$62,400	$3,150	$1,060,000
2018A	$11,990,000	$1,450,000	$444,832	$275,500	$84,518	$10,540,000
2017A	$5,870,000	$555,000	$177,826	$77,700	$24,896	$5,315,000
2020A	$2,850,000	$905,000	$142,500	$408,365	$64,301	$1,945,000
Total	$30,625,000	$5,410,000	$1,056,871	$1,721,755	$325,814	$25,215,000

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Bobcat T770 Compact Track Loader	2023	Purchased	$103,688	No Change
Chevrolet Silverado 1500 4X4	2024	Purchased	$43,158	No Change
Chevrolet Silverado 1500 Double Cab 4X4	2021	Purchased	$25,038	No Change
Stepp SPH Asphalt Hot Box	2008	Purchased	$17,935	No Change
Mack CH613 Tandem Semi-Tractor - 12.0L	1995	Purchased	$9,500	No Change
K&M Asphalt Hotbox 4 Ton	2021	Purchased	$46,824	No Change
Husqvarna 26" Walk behind Saw	2022	Purchased	$29,176	No Change
LeeBoy 8515C Asphalt Paver	2015	Purchased	$186,750	No Change
International 7400 4x4 Dump Truck	2018	Purchased	$211,266	No Change
International 7400 SBA 4x2 Dump Truck	2017	Purchased	$161,070	No Change
Ford F-350 1 Ton Pickup - 5.4L	2009	Purchased	$26,500	No Change
Chevrolet Silverado 2500 4X4	2021	Purchased	$51,945	No Change
Ford F-150 1/2 Ton Pickup Supercab 4X4 - 5.0L	2014	Purchased	$24,280	No Change
International HV607 Single Axle Dump Truck	2020	Purchased	$182,750	No Change
Ford F-350 1 Ton Pickup 4x2 - 6.2L	2014	Purchased	$41,955	No Change
International 7600 Tandem Dump Truck	2017	Purchased	$253,103	No Change
International 7400 Dump Truck - 7.6L	2007	Purchased	$94,037	No Change
KM T-2 Asphalt Recycler	2015	Purchased	$83,170	No Change
Sullair S185 Compressor	2014	Purchased	$20,326	No Change
Tennant Sweeper M6500	1990	Purchased	$19,783	No Change
Chevy Silverado 4x4 1500 - 4.8L	2004	Purchased	$16,348	No Change

Description	Model Year	Usage Type	Cost	Purchased Status
International Flatbed Truck	2008	Purchased	$64,500	No Change
Case DV45 Double Steel Roller	2019	Purchased	$65,900	No Change
Bobcat E-55 Compact Excavator	2015	Purchased	$66,927	No Change
Case Tractor Loader	2016	Purchased	$77,599	No Change
Cimline Crack Sealer	2011	Purchased	$39,950	No Change
Felling 50' Deckover Tilt Trailer	2015	Purchased	$41,165	No Change
Stepp 3 Yd Asphalt Pre-Heater	2010	Purchased	$35,415	No Change
Case DV36 Double Steel Roller	2018	Purchased	$54,969	No Change
Chevy Silverado 1500 Crew Cab 4x4 - 5.3L	2020	Purchased	$30,681	No Change
Ford F-350 Chassis Cab / Flatbed	2001	Purchased	$21,359	Sold
GMC Classic Sierra Crew Cab - 5.3L	2007	Purchased	$26,027	No Change
Ford F-150 1/2 Ton Pickup - 5.0L	2012	Purchased	$23,082	No Change
Chevy Silverado Extended Cab 4x4 - 5.3L	2011	Purchased	$26,065	No Change
International 7600 6x4 Dump Truck	2018	Purchased	$193,342	No Change
International Dump Truck	2011	Purchased	$135,451	Sold
International 7400 Dump Truck	2015	Purchased	$158,730	No Change
International Workstar 7400 Hook Truck - 7.6L	2010	Purchased	$119,384	No Change
International 7400 Dump Truck	2016	Purchased	$162,573	No Change
International HV607 Dump Truck with Wing Plow	2023	Purchased	$198,342	No Change
International HV607 Dump Truck	2023	Purchased	$93,500	No Change
International HV607 Dump Truck	2023	Purchased	$93,500	No Change
Bobcat S76 Skid Steer Loader (Yearly Buyback)	2021	Purchased	$6,500	Traded
John Deere 410L Backhoe Loader	2023	Purchased	$138,800	No Change

Description	Model Year	Usage Type	Cost	Purchased Status
Graco Line Lazer V250 SPS	2023	Purchased	$24,950	No Change
International 7600 6x4 Tandem Dump Truck	2015	Purchased	$262,944	No Change
Chevrolet 5500 4X4 Service Truck	2020	Purchased	$122,514	No Change
Dodge Ram 4500HD - 6.7L	2012	Purchased	$36,893	No Change
Ford F-150 1/2 Ton Pickup Supercab 4x4 - 5.0L	2014	Purchased	$24,280	No Change
Portable Signal Light (Slave)	2010	Purchased	$29,775	No Change
Portable Signal Light (Master)	2010	Purchased	$29,975	No Change
Addco D.O.T. Sign Trailer (Solar Powered)	2004	Purchased	$26,177	No Change
Addco D.O.T. Sign Trailer (Solar powered)	2004	Purchased	$26,177	No Change
Elgin Pelican Sweeper	2020	Purchased	$222,097	No Change
International Workstar 7400 Hook Truck - 7.6L	2013	Purchased	$185,229	No Change
International Dump Truck	2011	Purchased	$136,680	No Change
International Workstar 7400 Dump Truck - 7.6L	2013	Purchased	$194,088	No Change
International 7600 6x4 Tandem Dump Truck	2017	Purchased	$253,103	No Change
International HV607 Single Axle Dump Truck	2019	Purchased	$176,500	No Change
International 7600 6x4 Dump Truck	2018	Purchased	$122,689	No Change
Broce Sweeper - Broom	2018	Purchased	$56,857	No Change
John Deere 672G AWD Motor Grader	2016	Purchased	$218,727	No Change
Case Articulated Wheel Loader	2016	Purchased	$154,271	No Change
Komatsu GD655-5 Motor Grader	2014	Purchased	$200,278	No Change
Case Articulated Wheel Loader	2016	Purchased	$157,212	No Change
Elgin MegaWind Vacuum Sweeper	2013	Purchased	$242,506	No Change
Freightliner Flusher Truck FL70	2000	Purchased	$76,705	No Change

City Street Finance Report

Description	Model Year	Usage Type	Cost	Purchased Status
Ford F-550 40' Aerial Platform Truck	2016	Purchased	$124,374	No Change
Ford F-350 1 Ton Pickup DRW 4x4 - 6.2L	2014	Purchased	$47,504	No Change
Chevy Silverado 1500 1/2 Ton Crew Cab LT - 5.3L	2014	Purchased	$31,594	No Change
Ford F-250 Utility 6.8	1999	Purchased	$16,976	No Change
Isuzu NRR Tilt Cab Truck Mounted Paint Striper - 5.2L	2012	Purchased	$177,154	No Change
Ford F-350 One Ton Flatbed Truck	2017	Purchased	$58,999	No Change
Dodge Ram 4500HD - 6.7L	2012	Purchased	$36,893	No Change
Chevrolet Colorado Ext. Cab Pickup - 2.5L	2016	Purchased	$23,924	No Change
Chevy Silverado 1500 1/2 Ton Pickup 4x4 - 5.3L	2015	Purchased	$28,591	No Change
Ford F-350 4x4 With Crysteel Dump Body	2024	Purchased	$51,317	New
International HV607 Dump Truck	2025	Purchased	$246,348	New
John Deere Tractor 6M 125 with Dual Diamond Flair Mowers	2025	Purchased	$75,027	New
VER-MAC Message Board Trailer	2025	Purchased	$17,875	New
Bobcat S76 Skid Steer Loader (Yearly Buyback)	2025	Purchased	$6,850	New
Bobcat S76 Skid Steer Loader (Yearly Buyback)	2025	Purchased	$6,850	New
Bobcat S76 Skid Steer Loader (Yearly Buyback)	2024	Purchased	$6,500	Traded

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
North Broadway Bridge over Indian Creek. Reconstruction of existing bridge to a 140 lineal foot concrete box culvert and 258 lineal feet of roadway.	$2,850,183	$2,868,704	Dixon Construction Co.
East Manawa Sewer Rehab, Phase XI. Reconstruction of 871 lineal feet of roadway and 833 lineal feet of 6" sanitary sewer vacuum main.	$1,382,913	$1,321,328	Compass Utility, LLC
Gifford Road Reconstruction. Phase 1, Reconstruction of 1,875 lineal feet of roadway.	$645,407	$603,545	Bluffs Paving and Utility Co., Inc.
Perry Road Culvert Reconstruction. Reconstruction of existing culvert to a 104 lineal foot concrete box culvert and 117 lineal feet of roadway.	$656,532	$672,654	Petersen Contractors, Inc.
N. 28th Street Storm Sewer Rehab, Phase IV. Reconstruction of 654 lineal feet of 72" storm sewer, 659 lineal feet of 12" sanitary sewer and 684 lineal feet of roadway.	$4,030,751	$3,911,553	Neuvirth Construction, Inc.
Pavement Resurfacing. Asphalt milling and 2.25" asphalt overlay for 13,131 square yards of roadway pavement.	$653,274	$673,423	Oldcastle Materials Midwest Co. dba Omni Engineering

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City Street Finance Report

Fiscal Year 2025

Council Bluffs

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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	$0	$4,867,238	$0	$0	$26,661,699	$0	$31,528,937
SubTotal Expenses (-)	$245,015	$9,685,669		$2,047,569	$7,591,738		$19,569,991
Transfers Out (-)	$155,615	$235,974					$391,589
Subtotal Revenues (+)	$400,630	$9,646,870	$0	$2,047,569	$11,987,900	$0	$24,082,969
Transfers In (+)		$7,983			$383,606		$391,589
Ending Balance	$0	$4,600,448	$0	$0	$31,441,467	$0	$36,041,915

Resolution Number:

Execution Date: Monday, December 15, 2025

Signature: Lynn Rutledge

2024

ANNUAL REPORT



COUNCIL BLUFFS WATER WORKS

Safe Drinking Water Is Our Business

MISSION STATEMENT:

THE COUNCIL BLUFFS WATER WORKS IS COMMITTED TO PROVIDING THE BEST POSSIBLE SERVICE WHILE SUPPLYING ADEQUATE QUANTITIES OF HIGH QUALITY TAP WATER TO MEET ALL THE DOMESTIC, INDUSTRIAL AND FIRE PROTECTION NEEDS OF OUR CUSTOMERS AND OUR COMMUNITY.

Front Cover Photo: April 26, 2024

Tornado near Highway 6, Sue Johnson Elevated Water Tank

2024 was a year of extreme weather. Luckily the tornado that hit our neighbor Eppley Airfield did not do any damage to us at the Narrows Water Purification Plant. A separate tornado was close to Sue Johnson Elevated Storage Tank but also did not cause any damage. Due to an intense rain event in northwest Iowa, we saw the Missouri River in Council Bluffs crest to the 5th highest in recorded history. Due to an ice jam, we saw the Missouri River in Council Bluffs reach the lowest level in recorded history. Throughout these extreme events, the Council Bluffs Water Works has been able to provide safe drinking water to our customers with no disruption to service.

We are continuing to update the Narrows Water Purification Plant. We started construction on a new one-million-gallon elevated storage tank on Gleason Ave. A third well is nearly completed for the Narrows Water Purification Plant. This new well will help ensure water supply during times of low flow on the Missouri River. Design plans for replacement of the high service pumps are nearly complete and are planned to be let in 2025.

Maintaining our facilities and equipment is the Board's foremost priority. In 2024, the Board approved expenditures to update our cathodic protection at the Narrows Plant, purchase of a crew truck and rehabilitate wells at the Council Point Plant. We continue to upgrade our water meters with Automatic Meter Reading Technology. Distribution water main replacement projects continued through 2024 including Corrine Avenue, Avenue L from 28th Avenue to 27th Avenue, and others. The above mentioned projects account for just a portion of our investments in 2024, as constant upkeep and maintenance is an ongoing necessity to meet the water supply needs of our customers.

Even with all of the demands for resources required to maintain our water system the Board is committed to maintaining stable water rates. A well maintained public water system is essential to the community's public health, public safety, economic development, and quality of life. The Board of Water Works Trustees and employees will meet the challenge to fulfill its obligation and mission to our customers to provide a safe, dependable, and affordable supply of high-quality drinking water from the tap. Please read this report that details the accomplishments and challenges of the dedicated employees of the Council Bluffs Water Works.

Keith R. Jones
Chairperson

Trustees:
Martin L. Brooks
Caitlin A. Beresford
Glennay V. Jundt
Patrick A. Miller

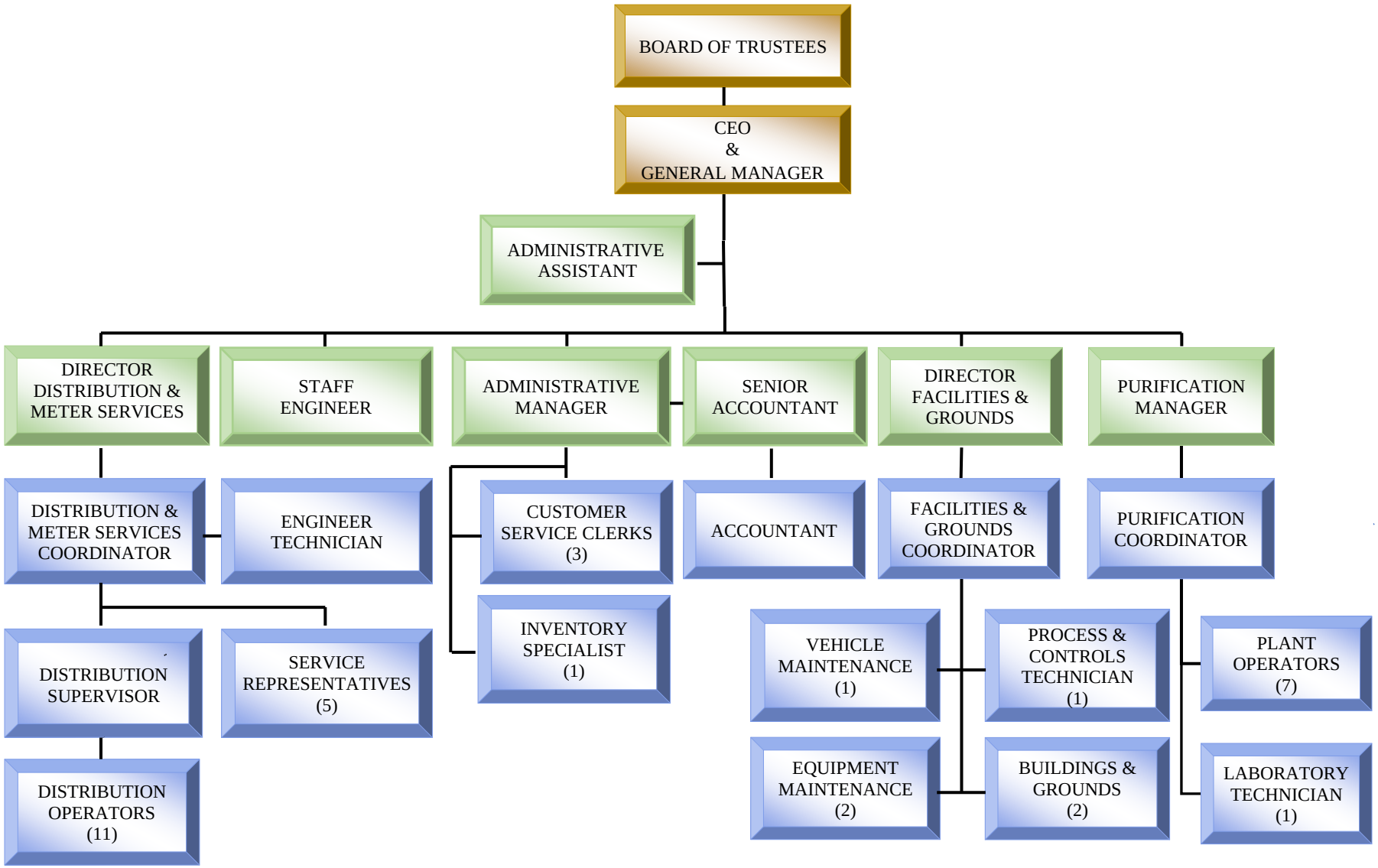
2024
RATE SCHEDULE

Monthly Retail Volume Charges		
	Monthly Billing	
	Inside City ($/CCF)	Outside City ($/CCF)
First 1,500 Cubic Feet	$4.04	$6.06
Next 28,500 Cubic Feet	$3.04	$4.56
Over 30,000 Cubic Feet	$2.04	$3.06

Bi-Monthly Retail Volume Charges		
	Bi-Monthly Billing	
	Inside City ($/CCF)	Outside City ($/CCF)
First 3,000 Cubic Feet	$4.04	$6.06
Next 57,000 Cubic Feet	$3.04	$4.56
Over 60,000 Cubic Feet	$2.04	$3.06

Cubic foot = 7.48 gallons
100 cubic feet (CCF) = 748 gallons

COUNCIL BLUFFS WATER WORKS ORGANIZATIONAL CHART



ORGANIZATION

AND

PERSONNEL

BOARD OF WATER WORKS TRUSTEES

Chairperson	Keith R. Jones	term expires June 30, 2027
Trustee	Martin L. Brooks	term expires June 30, 2025
Trustee	Caitlin A. Beresford	term expires June 30, 2030
Trustee	Glennay V. Jundt	term expires June 30, 2028
Trustee	Patrick A. Miller	term expires June 30, 2028

STAFF

CEO and General Manager:	Brian T. Cady	Iowa Grade IV Operator
Staff Engineer	Adam C. Wiegman	---
Administrative Assistant:	Celestine Powell	---

PURIFICATION DEPARTMENT

Purification Manager:	Timothy C. Parker	Iowa Grade IV Operator
Coordinator:	Rodney A. Scott	Iowa Grade IV Operator
Personnel:	Chaseton R. Reed	Iowa Grade IV Operator
	Ian J. Cassidy	Iowa Grade III Operator
	Dean W. Redinbaugh	Iowa Grade II Operator
	Christopher A. Anderson	Iowa Grade II Operator
	Malaki M. Bovee	Iowa Grade I Operator
	Noah M. Gilliam	Iowa Grade I Operator
	Zachary M. Hite	---

DISTRIBUTION & METER SERVICES DEPARTMENT

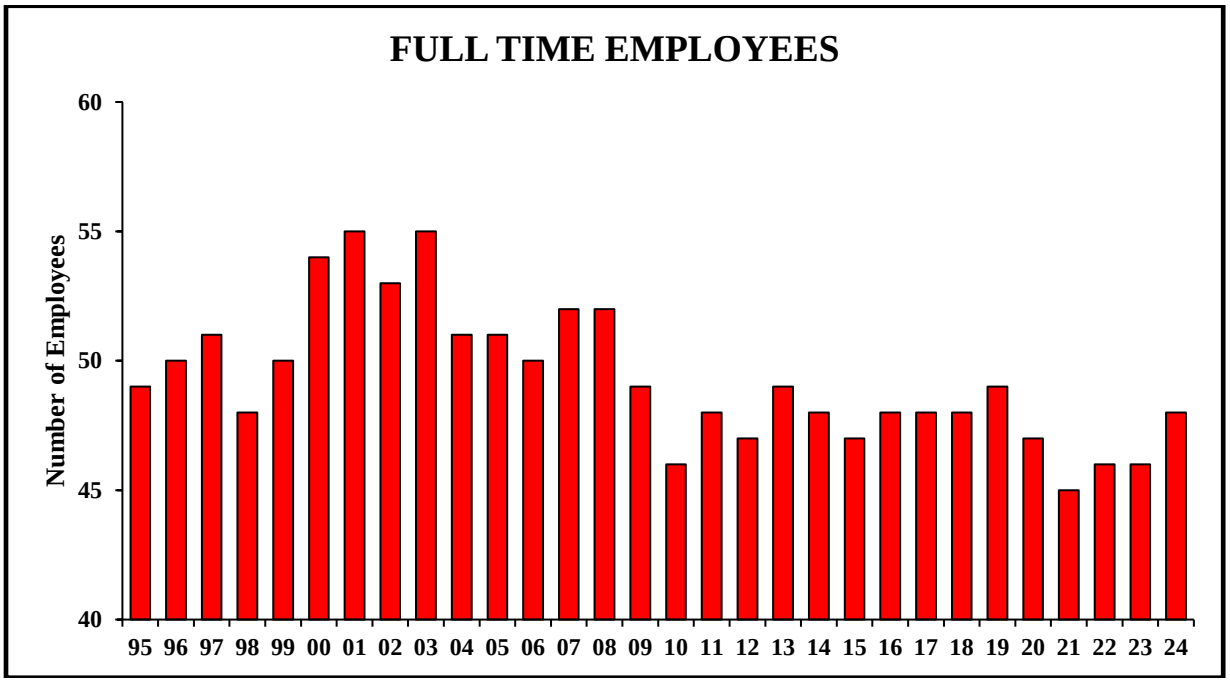
Director:	Douglas L. Adkins	Iowa Grade II Operator
Coordinator:	Kyle W. Newsom	Iowa Grade III Operator
Supervisor:	Jeffry A. Schuster	Iowa Grade III Operator
Engineering Technician:	Owen G. Halverson	---
Distribution Personnel:	Robert D. Hildreth	Iowa Grade II Operator
	Michael J. Tornblom	Iowa Grade II Operator
	Timothy R. Rhoades	Iowa Grade II Operator
	Sammy J. McNeal	Iowa Grade I Operator
	Jeffrey S. Chanley	Iowa Grade I Operator
	Chad D. Underwood	Iowa Grade I Operator
	Tylor L. Story	Iowa Grade I Operator
	Brian J. Burnside	---
	Desean K. Smith	---
	Trevor K. Henderson	---
	Roy B. Pruett	---
Meter Personnel:	Russell D. Osbahr	
	Kenny C. McKeighan	
	Chad M. Springer	
	Jordan D. Freeman	
	Dylan W. Campbell	

FACILITIES & GROUNDS DEPARTMENT

Director:	Robert J. Sekera	Iowa Grade I Operator
Coordinator:	Tate M. Brandon	Iowa Grade I Operator
Process Controls & Technician	Joshua J. Hannan	Iowa Grade IV Operator
Personnel:	Shane E. Ruckman Matthew B. Truax Brandon M. Hutzell Russell L. Biggs Jeremy H. Kern	

CUSTOMER SERVICE & ACCOUNTING DEPARTMENT

Administrative Manager:	Karen A. Wisniski (Retired) Hilleary A. Schrage
Personnel:	Travis P. Anderson Lisa A. Hammer Loni N. Neve Alyssia J. Wiebold Araceli G. Navarrete Bridgett N. Potter



HIGHLIGHTS

AND

STATISTICS

PURIFICATION DEPARTMENT

The Purification Department's primary responsibility is to produce safe drinking water in compliance with all Federal and State Drinking Water Standards. The Council Bluffs Water Works delivered 4,694,481,000 gallons of potable water to our customers in 2024. The Narrows Water Purification Plant produced 3,255,114,000 gallons for an average of 8.9 million gallons per day. The Council Point Water Purification Plant produced 1,439,367,000 gallons for an average of 3.9 million gallons per day. In typical fashion, our peak month occurred during the summer in July, when more than 478,304,000 gallons of water was pumped to the system at an average daily flow of 15.43 million gallons of water per day. The peak day occurred on July 27th, when 18,085,000 gallons was pumped to the system.

The Council Bluffs Water Works Certified Bacteriological Laboratory processed a total of 2,473 bacteriological samples in 2024. Of the samples processed, 845 were for the routine monthly distribution samples for Council Bluffs Water Works. 494 samples for Narrows and Council Point PE and FE samples. 256 "Special Purpose" samples which consist of samples taken after Council Bluffs Water Works water main breaks. 813 for other public water supplies, 65 pool samples. The Purification Department collected 128 samples for disinfection by-product analysis and 240 Total Suspended Solid (TSS) samples for NPDES/Sanitary Discharge Compliance.

Throughout the year, the department ran thousands of tests on water quality parameters to maintain the optimal performance of both the Narrows and Council Point Water Purification Plants. To do so, plant operators carefully adjusted the application of numerous water treatment chemicals, including lime, ferric sulfate, liquid chlorine, soda ash, polymer, powder activated carbon, sodium hydroxide, sodium permanganate, hydrochloric acid, anhydrous ammonia, aqua ammonia, phosphate and fluoride in order to provide our customers the highest quality drinking water.

2024 Water Quality Facts and Figures

Narrows Water Purification Plant

Total Gallons Pumped to System	3,255,114,000	
Average Gallons Pumped to System (daily)	8,904,000	
Maximum Gallons Pumped to System (single day)	12,985,000	
Average Gallons Used Per Person Per Day	205	
Source of Water	Missouri River & Missouri River Alluvium	
Finished Water Chemical Analysis		
pH	9.45	Standard Units
Alkalinity	60	mg/L as $CaCO_3$
Hardness	165	mg/L as $CaCO_3$
Calcium	101	mg/L as $CaCO_3$
Magnesium	64	mg/L as $CaCO_3$
Non-Carbonate Hardness	106	mg/L as $CaCO_3$
Total Chlorine	2.48	mg/L as Cl_2
Fluoride	0.63	mg/L as F^-
Turbidity	0.08	Nephelometric Turbidity Units
Annual Average Temperature (Fahrenheit)	58.0	degrees

Council Point Water Purification Plant

Total Gallons Pumped to System	1,439,367,000	
Average Gallons Pumped to System (daily)	3,943,000	
Maximum Gallons Pumped to System (single day)	5,910,000	
Average Gallons Used Per Person Per Day	205	
Source of Water	Missouri River Alluvium	
Finished Water Chemical Analysis		
pH	7.51	Standard Units
Alkalinity	147	mg/L as $CaCO_3$
Hardness	144	mg/L as $CaCO_3$
Calcium	101	mg/L as $CaCO_3$
Magnesium	43	mg/L as $CaCO_3$
Total Chlorine	2.35	mg/L as Cl_2
Fluoride	0.70	mg/L as F^-
Turbidity	0.07	Nephelometric Turbidity Units
Annual Average Temperature (Fahrenheit)	59.0	Degrees

The following chemicals and quantities were used to treat our water:

Narrows Water Purification Plant

Water Treatment Chemical	Tons Used	$ Cost
Lime	2,006	$ 651,340
Liquid Chlorine	89	186,203
Ferric Sulfate	143	156,870
Soda Ash	243	113,612
Potassium Permanganate	10.6	48,397
Polymer	23	42,440
Anhydrous Ammonia	9.7	28,200
Sodium Silicofluoride	7	20,990
Powdered Activated Carbon	8	20,045
Sodium Hexametaphosphate	4	17,894
Total Water Treatment Chemical Cost		$1,285,991

Council Point Water Purification Plant

Water Treatment Chemical	Tons Used	$ Cost
Sodium Permanganate	53	$170,320
Hydrochloric Acid	265	145,594
MCI310 Antiscalant	19	45,407

Anionic Polymer	7.6	37,318
Sodium Hydroxide 50%	79	33,608
Sodium Hydroxide 30%	104	32,896
Sodium Chloride	90.5	29,406
Citric Acid	14	25,901
Hydrofluosilicic Acid	19	18,445
Ortho-polyphosphate	5.7	12,181
Aqueous Ammonia	18	10,091
Sodium Bisulfite	15	8,738
Total Water Treatment Chemical Cost		$569,905

DISTRIBUTION DEPARTMENT

The Distribution Department is responsible for the maintenance and operation of all underground facilities in the water distribution system and fire hydrants, including 317.82 miles of water main, 7,338 valves and 3,022 fire hydrants. The department responds to emergency call-outs 24/7 under all weather conditions to repair water main breaks and restore water service to Water Works' customers in a timely manner.

In 2024, the Distribution Department continued with the leak survey and maintained all fire hydrants as a part of our annual hydrant maintenance program. Additionally, our personnel responded to 155 emergency call-outs throughout the year during all hours and weather conditions to ensure continued water service to our customers.

The Distribution Department's water main replacement efforts this year continued in support of city street and sewer replacement projects. Water mains were also added in new developments. Contractors on behalf of the Council Bluffs Water Works repaired approximately 2,536 square yards of Portland Cement Concrete (PCC) paving, and 422 square yards of asphalt overlay was installed by various contractors.

This year the department:

Made 110 small taps, and 8 purification taps
Replaced/Killed 32 lead services
Checked 103 service leaks
Turned on/off 70 services
Repaired 32 service lines and 211 curb boxes
Replaced 47 services from the main to stop box
42 services were connected by contractors
Killed 20 services at the main and 5 at the curb stop
Answered 8,364 requests for service line or main location
Turned 428 large valves, rebuilt 8, replaced 7 and added 13 new valves
Repaired 81 main breaks, moved 1 water main
Repaired 62 valve boxes
Made 15 large taps (4 inches and above)
Removed 5 fire hydrants from service which were obsolete, damaged or for main replacement
4 hydrants were replaced by Water Works personnel
2,920 hydrants were listened to while performing leak survey
Checked 2,920 hydrants
Repaired 141 hydrants
Flushed 487 hydrants
Thawed out 9 fire hydrants
Flow tested 13 fire hydrants

Observed installation of 3,928 feet of new mains installed by contractors.

Mains installed by the Distribution Department were:

1,334 feet of 6 – inch main

Mains installed by contractors were:

449 feet of 6 – inch main
1,448 feet of 8 – inch main
867 feet of 10 – inch main
162 feet of 12 – inch main
962 feet of 16 – inch main

METER SERVICES DEPARTMENT

The Meter Department's primary function is to read over 22,000 water meters on a monthly and bi-monthly basis, repair and replace meters as needed, complete disconnect and reconnect orders, collect delinquent accounts and respond to service call requests as needed.

In 2024, the Meter Department continued to upgrade and exchange 740 water meters as part of our meter replacement program. While continuing to maintain and upgrade the Water Works' 22,000 plus water meters, we installed an additional 251 radio read devices to improve meter reading efficiency.

In addition to the meter exchanges this year the department:

Replaced 78 dead meters
Removed 6 meters for demolition
Repaired 41 leaking meters
Replaced 83 frozen meters
3 curb boxes were raised
Installed 88 touch pads
Installed 251 radio reading devices
Exchanged 100 radio reading devices
Exchanged 110 radio reading batteries
Set 91 new addresses with meters
Set 11 new addresses with large meters
Exchanged 83 small meters
Exchanged 8 large meters
566 meters were exchanged for the Meter Exchange Program
There were a variety of 474 non-scheduled orders
57 meters were tested for accuracy or malfunction
Wired 22 new construction homes
Rewired 72 existing customer homes
Monitored 165 new construction homes
Checked 27 homes for low water pressure
Surveyed 110 accounts for leaks
Set and Removed 62 Hydrant Meters
Performed 4,551 final readings
Read 4,166 RMMS (Reading Meter Management System)
Researched 117 high bill orders
Verified 57 meter readings
1,189 notes were left to read the meter
Turned on 524 delinquent accounts for Customer Service
7,696 cards were left for delinquent accounts
Turned on 412 water services
Turned off 1,323 water services
Pump Stations were inspected 816 times
Investigated 18 water main leaks
Investigated 16 service leaks
There were 149,110 meter readings

FACILITIES & GROUNDS DEPARTMENT

The Facilities and Grounds Department is responsible for the maintenance of all facilities, equipment, buildings and grounds, including the Narrows and Council Point Water Purification Plants, Administration Building, five (5) Booster Pump Stations, four (4) Ground Storage Reservoirs, and five (5) Elevated Storage Tanks. The eleven (11) locations account for approximately 217 acres of land spread throughout the city, along with the equipment at and within those facilities, including but not limited to HVAC systems, pumps and their control systems, telemetry and process monitoring equipment. The Facilities and Grounds crew takes pride in maintaining the appearance of all Water Work's properties and facilities.

The department maintains the organization vehicle and equipment fleet with over forty (40) pieces of equipment including automobiles, service trucks, dump trucks, backhoes, tractors, mowers, compressors, welders, trailers and specialty equipment used for concrete and water main repair.

Power and fuel are essential to our operations. It took 10,483,843 kWh of electricity at a cost of $747,579.54 to process and distribute over four billion gallons of water. We also used 22,345 gallons of lead free gasoline at a cost of $59,378.93 and used 9,227 gallons of red diesel fuel at a cost of $25,475.78 to fuel the Water Works fleet. We used 52,588 thousand cubic feet (MCF) of natural gas at a cost of $30,629.99 to heat our buildings and structures.

CUSTOMER SERVICE & ACCOUNTING DEPARTMENT

Customer Service

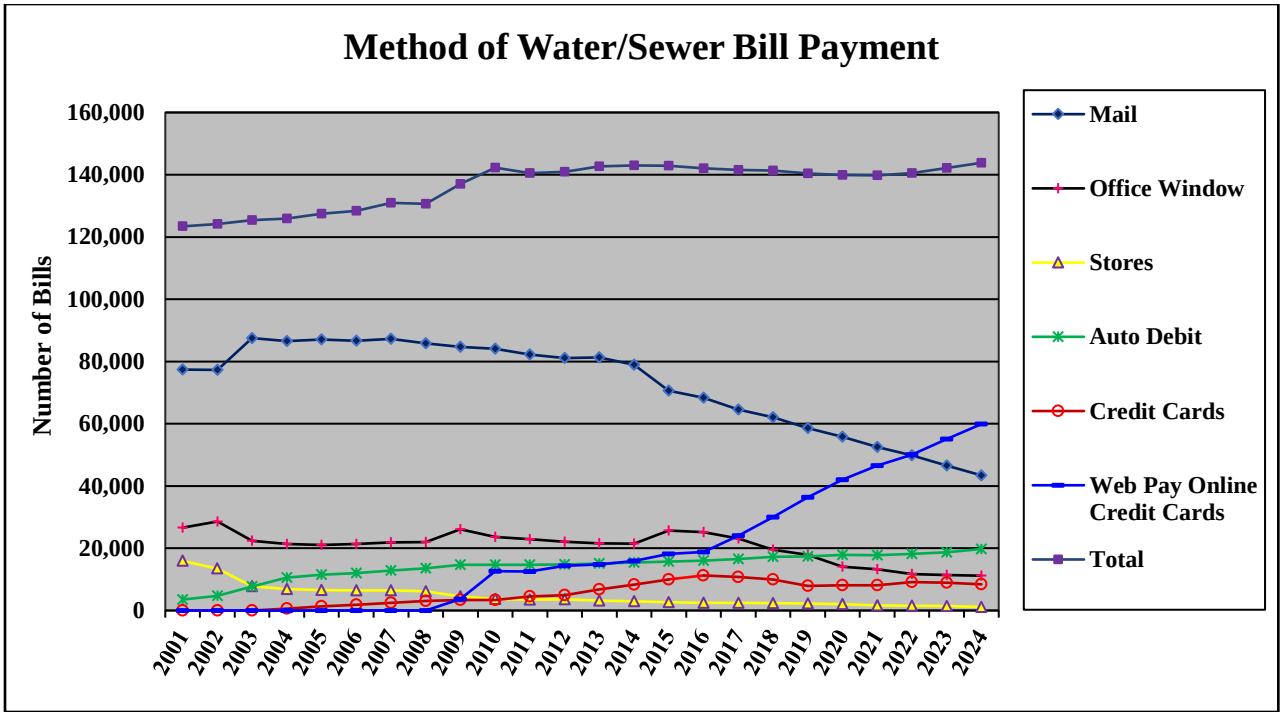
Our Customer Service Representatives do an excellent job assisting Water Works customers with their questions concerning their bills, turning on/off services, signing up for service and paying bills whether it is by telephone or in person. If Customer Service is requested to send a Service Representative to the customer's location, a service order is prepared for the Meter Department and then processed when the order is completed.

In 2024, the department mailed out 141,844 water bills, emailed 114,174 water bills and sent 37,190 reminder notices and 22,034 shut-off notices to customers. There were 143,836 payments processed. There were 19,760 automatic bank payments. There were 9,014 service orders processed for final readings, high bills, dead meters, or to install new meters. There were 912 meters installed or replaced. Customer Service Representative made 859 payment arrangements with customers. 482 water bills were paid on the day of shut-off and 1,323 services were discontinued for non-payment. There were 164 returned checks that had to be collected from customers. 2,375 service contracts were processed to transfer, reinstate or add new customers to the system.

The Council Bluffs Water Works continues to see an increase in the number of customers paying their bills on our website. There were 8,416 credit card payments and 59,895 online web credit card payments.

The Accounting Department processed $27,150,280.42 in receipts and payments in 2024, including processing water and sewer bill payments and making the daily bank deposits. The department is responsible for processing accounts payable invoices, checks, payroll, the budget, fixed assets and other information for the general ledger. The department prepares monthly reports for the Board and other departments. The most recent audit found no irregularities or deficiencies in accounting practices and procedures.

Department personnel oversee the daily operations of the storeroom and warehouse. The Inventory Specialist is responsible for the purchase, storage and allocation of material and resources needed for all departments with an inventory value at $2,101,157.77.



GENERAL INFORMATION

The Council Bluffs Water Works has 22,571 active service accounts: 20,688 residential; 1,883 are commercial or industrial.

Last year, total production was 4,694,481,000 gallons.

Residential customers consumed 1,039,927,944 gallons in 2024. The average residential customer used 50,267 gallons at a cost of $301.64 per year or $25.14 per month.

Our top ten customers consumed 2,183,741,868 gallons, 47% total production.

SERVICES PROVIDED OUTSIDE THE CITY OF COUNCIL BLUFFS, IOWA

678 outside-City customers paid $763,002.53 for 137,779,356 gallons of water.

The City of Crescent paid $88,363.08. for 23,301,696 gallons of water.

Regional Water paid $220,261.68 for 52,455,744 gallons of water.

In total, outside City customers paid $1,071,627.29 for 213,536,796 gallons of water. This represents 6.6% of metered water sales and 4.5% of total water production.

SERVICES PROVIDED TO THE CITY OF COUNCIL BLUFFS, IOWA

The Council Bluffs Water Works provided 59,965,284 gallons of water to the City free of charge, having a value of $246,695.37. Also, on behalf of the City, the Council Bluffs Water Works collected $9,771,902.20 in sewer use fees.

TOP TEN CUSTOMERS

	2024 Rank	2023 Rank
1.	Google, Inc. (Council Bluffs)	1
2.	Tyson Foods, Inc.	2
3.	ConAgra Frozen Foods	3
4.	Plumrose USA, Inc.	4
5.	Tetra, LLC	7
6.	Bunge Corporation	8
7.	City of Council Bluffs	5
8.	MidAmerican Energy	6
9.	Regional Water	10
10.	Iowa Western Community College	9

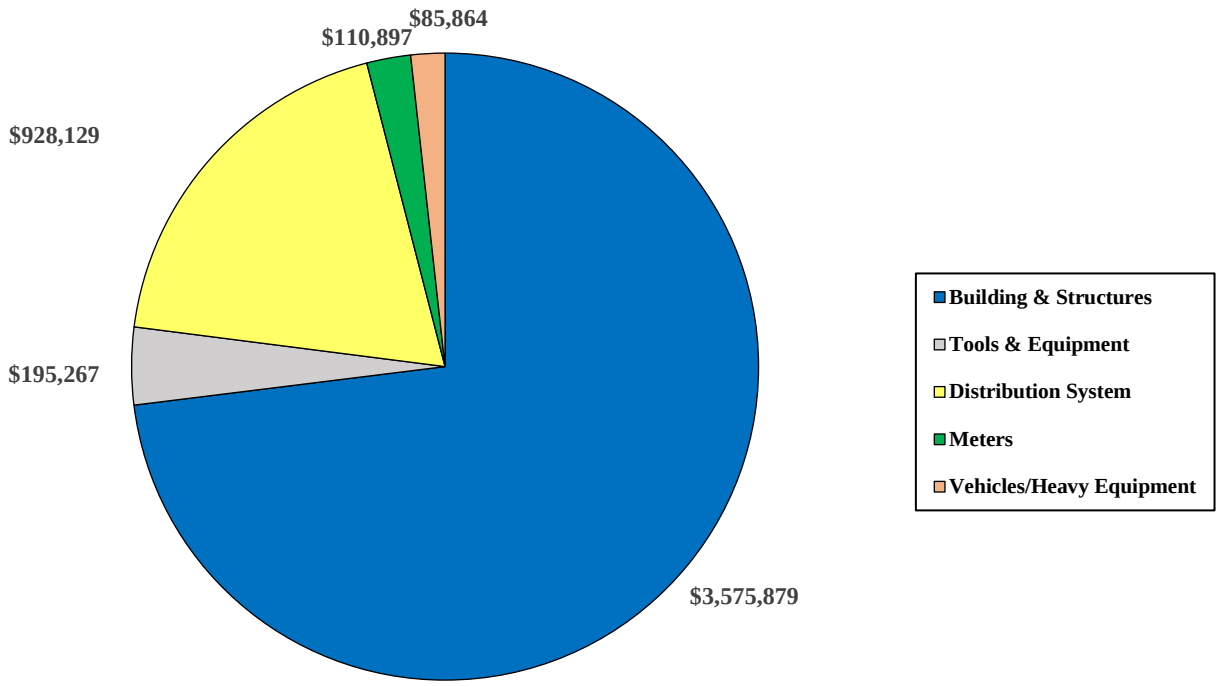
The Council Bluffs Water Works has 317.82 miles of water mains consisting of:

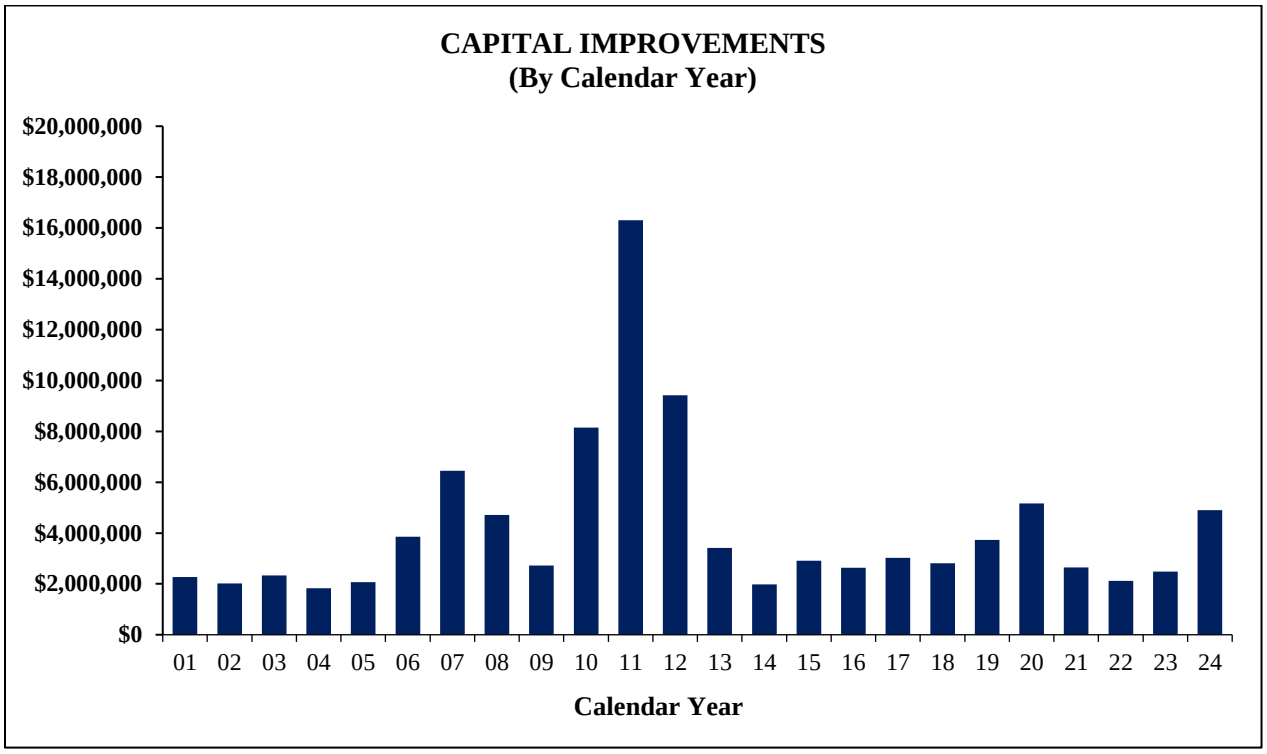
1-inch main	788	feet
1 ½ -inch main	139	feet
2-inch main	1,224	feet
3-inch main	67	feet
4-inch main	37,129	feet
6-inch main	573,416	feet
8-inch main	394,322	feet
10-inch main	172,177	feet
12-inch main	251,084	feet
16-inch main	173,750	feet
18-inch main	99	feet
20-inch main	7,957	feet
24-inch main	21,925	feet
30-inch main	14,707	feet
36-inch main	29,294	feet

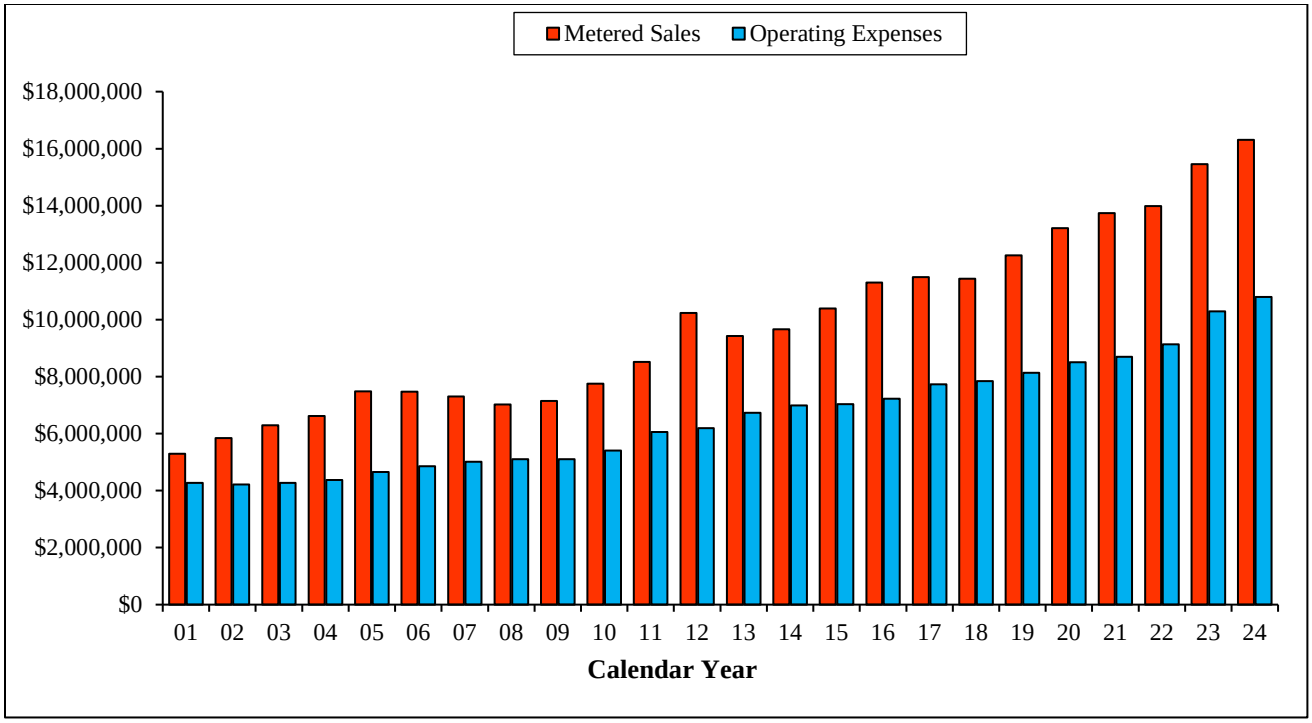
Number of Hydrants: 3,022

Number of Valves: 7,338

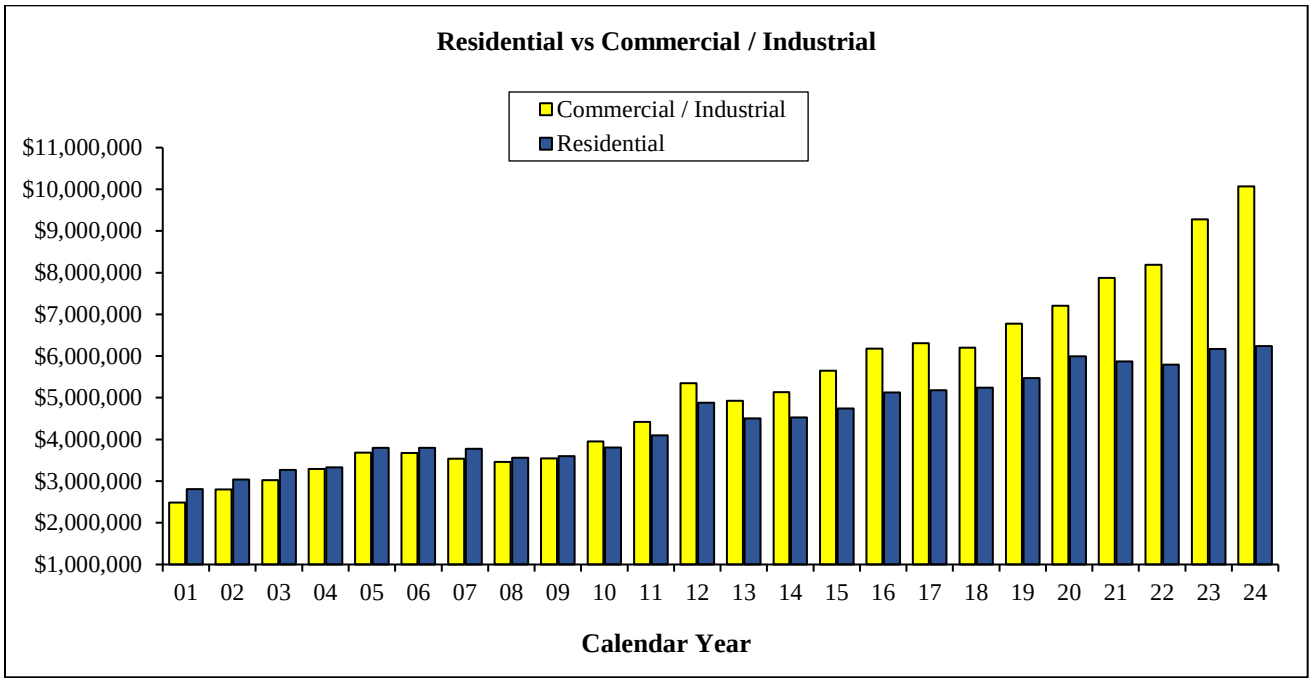
2024 CAPITAL IMPROVEMENTS
TOTAL $4,896,036







METERED SALES vs OPERATING EXPENSES



WATER REVENUE

COUNCIL BLUFFS WATER WORKS

PUMPAGE & METERED CONSUMPTION
(1,000's Gallons)
2024

MONTH	PUMPAGE TOTAL	METERED CONSUMPTION TOTAL	CONSUMPTION COMMERCIAL & INDUSTRIAL	RESIDENTIAL
January	321,168	257,160	186,418	70,742
February	316,792	286,919	216,798	70,121
March	339,713	255,075	181,899	73,176
April	360,766	339,793	264,876	74,917
May	397,663	302,252	226,163	76,089
June	450,668	401,053	313,155	87,898
July	478,304	394,784	301,310	93,474
August	478,260	431,381	326,273	105,108
September	465,580	419,419	317,633	101,786
October	429,800	423,287	309,087	114,200
November	325,737	307,891	216,745	91,146
December	330,030	293,519	214,597	78,922
Totals 2024	4,694,481	4,112,533	3,074,954	1,037,579
Ratio		87.6%	65.5%	22.1%
Totals 2023	4,759,636	4,115,456	3,025,591	1,089,865
Ratio		88.5%	63.6%	22.9%
Totals 2014	3,769,728	3,177,234	2,125,430	1,051,804
Ratio		84.3%	56.4%	27.9%

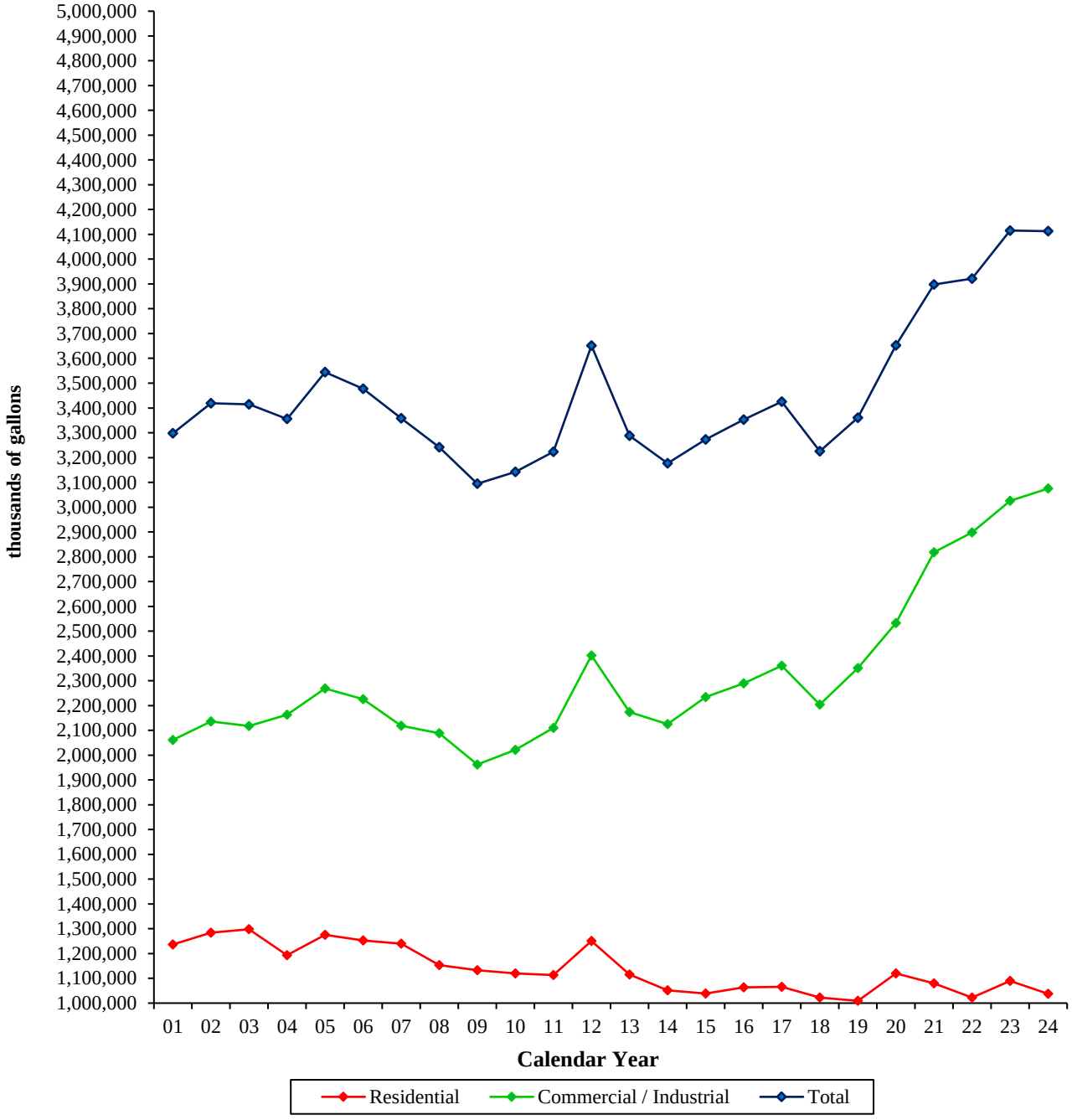
COUNCIL BLUFFS WATER WORKS

METERED SALES ($)
2024

MONTH	TOTAL	COMMERCIAL & INDUSTRIAL	RESIDENTIAL
January	$ 1,055,291	$ 620,121	$ 435,170
February	1,129,470	707,440	422,030
March	1,082,384	622,243	460,141
April	1,341,818	866,554	475,264
May	1,242,470	773,934	468,536
June	1,538,879	1,005,901	532,978
July	1,552,627	997,928	554,699
August	1,651,696	1,036,793	614,903
September	1,612,601	1,027,429	585,172
October	1,654,893	993,896	660,997
November	1,253,558	713,052	538,506
December	1,194,192	702,317	491,875
Totals 2024	$ 16,309,879	$ 10,069,608	$ 6,240,271
Ratio		61.7%	38.3%
Totals 2023	$ 13,980,349	$ 9,279,391	$ 6,173,858
Ratio		60.0%	40.0%
Totals 2014	$ 9,659,052	$ 5,131,923	$ 4,527,129
Ratio		53.1%	46.9%

RESIDENTIAL VERSUS COMMERCIAL / INDUSTRIAL

CONSUMPTION



HISTORY

Construction of the Council Bluffs Water System began in 1881 by the American Construction Company of New York City, which had been granted a 25-year franchise by the City of Council Bluffs. Under the franchise, the American Construction Company was to construct and operate a water system. The system constructed was very inferior, and during the life of the franchise, practically no improvements or extensions were made. As a result, along with the poor service rendered by the water company, the renewal of the franchise was rejected by the voters in 1906. In 1911, the City acquired the water system through condemnation proceedings at a cost of $510,000. On June 1, 1911, the control of the Council Bluffs Water Works came under the Board of Water Works Trustees, which had been appointed by the Mayor. Their first task was to reconstruct or replace practically the entire system. The utility remains under the control of a five-member Board of Trustees, appointed by the Mayor on alternate terms of six years each. Many physical changes have occurred within the water system itself. The system in 1911 consisted of obtaining water from the Missouri River near North 37th Street, settling in large reservoirs, disinfecting, and pumping. Disinfection was begun in 1910 which eliminated illness and deaths from typhoid. In 1952, a conventional lime softening water treatment plant, known as the Narrows was constructed at North 25th Street. The Administration Building was relocated to North 25th Street in 1974. In the ensuing thirty years many other improvements have been made including the construction of the 2,000,000 gallon Valley View Reservoir, a Distribution/Meter Department Office and Warehouse Complex, a 1,500,000 gallon Clearwell, a modern Chlorine Handling Facility, 3 Elevated Storage Tanks, two Pump Stations and one storage reservoir. In 2010 Board began construction of a new groundwater source of supply and integrated membrane water treatment plant known as Council Point, on the south side of the City. This new source of supply began serving the City in 2013.

GENERAL DESCRIPTION OF SYSTEM OPERATIONS

The Narrows Water Purification Plant's main source of water is the Missouri River. Four low service pumps are located at the intake pump station. #1 pump is rated at 12.5 million gallons per day (MGD) and is a dual drive pump (electric or gas engine). #2 pump is rated at 5.5 MGD. #3 pump is a variable speed with a maximum capacity of 9.0 MGD. #4 pump is also variable speed with a maximum capacity of 12.5 MGD. Any single pump can be run from a standby generator if commercial power fails.

The secondary source of water is the Missouri River Alluvium. Two wells at a depth of 150 feet have a capacity of 4.5 MGD each.

Traveling screens at the Intake Pump Station remove large debris before it is pumped to twin preliminary settling basins where the sand and heavy silt settle out. Polyelectrolytes are added when necessary to enhance the settling process. Well water is blended with the cold river water in the winter to minimize icing problems within the basins. Water then flows by gravity through the remaining treatment steps.

There are two independent treatment trains at the purification plant. Typically, the plant operates in a split treatment mode where lime is added to approximately 70% of the water to elevate the pH sufficiently to precipitate magnesium and calcium ions. This softened water is blended with un-softened water as needed to adjust the pH and hardness of the water. Soda Ash and Ferric Sulfate are added as required to complete the coagulation and softening process. A series of mixers and flocculators ensure a complete chemical reaction prior to the clarification basins. Solids are recycled to the mixers as a catalyst for the chemical reactions.

Water then flows to 8 gravity multi-media filters. Each filter has a rated capacity of 3.0 MGD. The filters remove any remaining particles. The filters have a granular activated carbon cap that remove dissolved organic compounds and taste and odor causing compounds by adsorption.

Chlorine is added as a disinfectant before and after the filters. Fluoride is added as a prophylaxis. The water then flows through two 1.5 million gallon baffled clearwells to ensure inactivation of microorganisms. Ammonia is then added to convert the chlorine to chloramines to stabilize the chlorine residual and control disinfection by-products.

There are four high service pumps that deliver water to the City. Two of the pumps have a capacity of 10 MGD, one is 7.5 MGD and the smallest is 6 MGD. Pumps can be run in any combination to meet demand. Typical plant discharge pressure is 90 – 100 pounds per square inch. A 500 kW and 100 kW generators provide emergency backup power to the plant in case of commercial power failure.

The Council Point Water Purification Plant's source of water is nine wells in the Missouri River alluvium to a depth of 100 feet. The groundwater is pumped to the pretreatment building where it is first aerated to oxidize iron followed by chemical addition to oxidize manganese. Insoluble iron and manganese is removed by ultrafiltration. Dissolved minerals are removed by reverse osmosis. Chlorine is added as a disinfectant. Fluoride is added as a prophylaxis. Finished water is stored in a 3.0 million gallon clearwell. There are four high service pumps that deliver water to the City, each with variable frequency drives and capable of delivering 4.0 MGD. The plant is automated and controlled by the water plant operators from the Narrows Water Purification Plant.

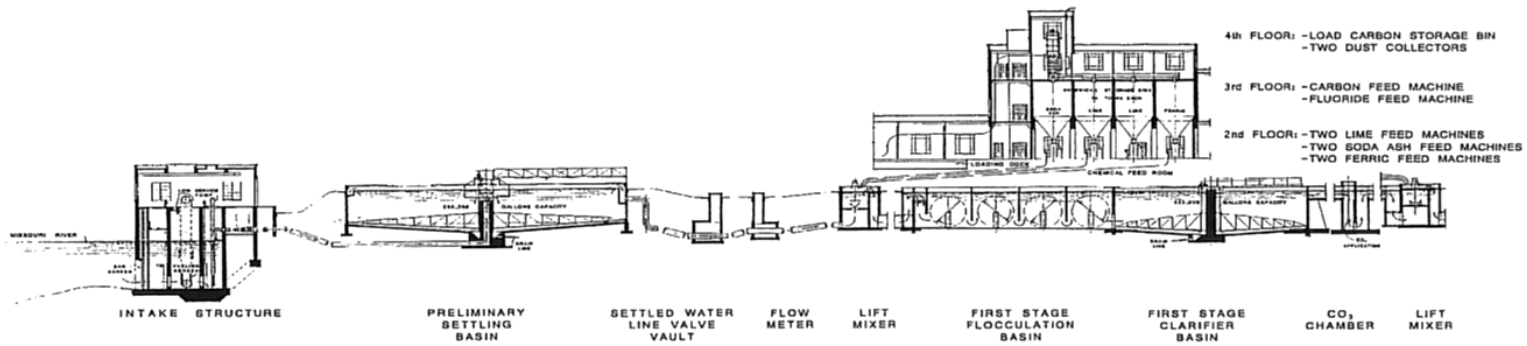
The distribution system has three pressure zones. The first zone is the flat (western and southern) sections of the city and is served by three 2 million gallon reservoirs and one 3-million gallon reservoir. Three of the reservoirs are located downtown and one is located in the southeastern part of the city.

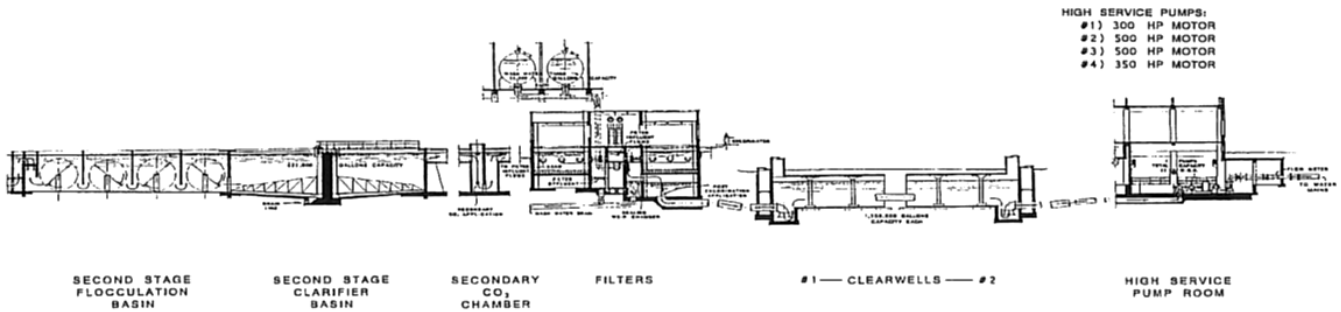
Four booster pump stations and 4 elevated storage tanks with a combined capacity of 1.2 million gallons serve the second pressure zone (bluffs). Lincoln Pump Station has three pumps rated at 600, 750 and 750 gallons per minute (GPM), one is dual drive (electric or gas). Lincoln Pump Station delivers water to the northern section of the City and pumps to a 500,000 gallon elevated tank at Buena Vista Circle and a 200,000 gallon elevated tank at Simms Avenue. Glen Pump Station has three pumps rated at 1500, 800 and 2500 GPM, the largest being a dual drive. This booster pump station delivers to the eastern section of the city and pumps to a 200,000 gallon elevated tank at Memorial Park and a 300,000 gallon tank on Greenview Drive. The Valley View Pump Station has two pumps rated at 750 GPM and 1500 GPM. A gas fired generator provides emergency backup power. This new pump station supports the rapidly growing eastern sections of the city. Oak Street Pump Station has three pumps rated at 400, 700 and 700 GPM, one is a dual drive. This pump station supports both the northern and eastern sections of the bluffs.

A third pressure zone of the distribution system serves the eastern portions of the system. The Airport/Bentree pump station has three variable speed pumps each with a maximum capacity of 600 gallons per minute and pump to a 400,000 gallon elevated tank on Highway 6. A gas fired generator provides emergency backup power.

A Supervisory Control and Data Acquisition System monitors all pump station and tank operations from the Water Treatment Plant located on North 25th Street.

WATER TREATMENT PROCESS





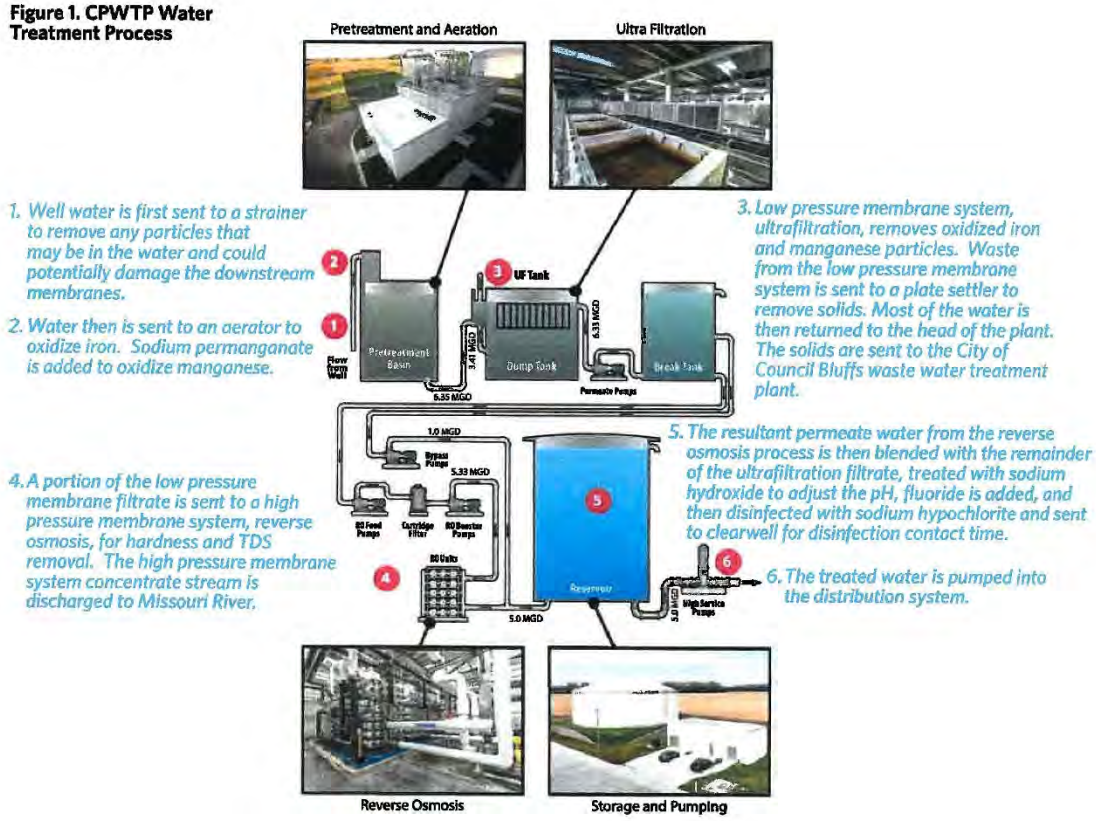
Unique Application of Different Technology, Techniques, Materials or Equipment

The CPWTP uses a process which employs the use of semi-permeable membranes (low pressure followed by high pressure) to separate impurities from well water, as shown in Figure 1 below. **While membrane technology is not a new technology, the application of low pressure membranes followed by high pressure membranes is a unique application that is a model for other communities to follow.** This process has very limited application in the United States and is a unique combination of technology that will serve as a model for other Iowa communities.

The CPWTP includes a level of automation that allows remote operation of the facility. Every component of the facility from the raw water supply to the membrane processes and chemical systems is automated, allowing operation from the Narrows WTP through the CBWW SCADA system. The facility is also monitored from the Narrows WTP through CCTV. The processes in operation at the facility can be easily shutdown, started up, and varied, allowing a quick response to system needs. This automation has allowed CBWW to maintain efficient staffing of their treatment facilities, therefore reducing the costs to their customers.

Another unique application of technology is the **on-site chlorine generation**. Salt (very similar to table salt) is delivered to the site and stored as brine solution in large storage tanks. The brine solution is exposed to high level of electrical current in the generators to make a dilute concentration of liquid sodium hypochlorite. The concentration of the chemical is low and the amount generated can be limited to the amount consumed every day or two, so the quantities on site are smaller and the risks from gaseous or liquid chlorine to the employees and neighboring area are greatly reduced.

Figure 1. CPWTP Water Treatment Process



COUNCIL BLUFFS CITY WATER WORKS

FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

(With Independent Auditors' Report Thereon)

COUNCIL BLUFFS CITY WATER WORKS

FINANCIAL STATEMENTS

DECEMBER 31, 2024 and 2023

(With Independent Auditor's Report Thereon)

CONTENTS

	Page
OFFICIALS	
INDEPENDENT AUDITOR'S REPORT	
MANAGEMENT'S DISCUSSION AND ANALYSIS	1-4
FINANCIAL STATEMENTS	
Statements of net position	5
Statements of revenues, expenses and changes in net position	6
Statements of cash flows	7
Notes to financial statements	8-19
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of the Water Works' proportionate share of the net pension liability	20
Schedule of Water Works' contributions	21-22
Notes to required supplementary information – pension liability	23
OTHER INFORMATION	
Budgetary comparison schedule of revenues, expenditures, and changes in balances – budget and actual	24
Notes to budgetary comparison schedule of revenues, expenditures and changes in balances – budget and actual	25
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*	26-27
SCHEDULE OF FINDINGS	28

COUNCIL BLUFFS CITY WATER WORKS

OFFICIALS

Board of Trustees

Keith R. Jones	Chairperson	June 30, 2027
Martin L. Brooks	Member	June 30, 2025
Caitlin A. Beresford	Member	June 30, 2030
Glennay V. Jundt	Member	June 30, 2028
Patrick A. Miller	Member	June 30, 2028

Water Works' Officials

Brian T. Cady	CEO & General Manager	Indefinite

INDEPENDENT AUDITOR'S REPORT

The Board of Trustees
Council Bluffs City Water Works
Council Bluffs, Iowa

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Council Bluffs City Water Works, Council Bluffs, Iowa (Water Works) as of and for the years ended December 31, 2024 and 2023, and the related notes to the financial statements, which collectively comprise the Council Bluffs City Water Works' basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Council Bluffs City Water Works as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Council Bluffs City Water Works and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Council Bluffs City Water Works ability to continue as a going concern for the period January 1, 2025, through December 31, 2025.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Water Works internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Water Works' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matter

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (pages 1 through 4), Schedule of the Utility's Proportionate Share of the Net Pension Liability (page 20) and the Schedule of the Utility's Contributions (pages 21 through 22) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

The Budgetary Comparison Schedule on page 24 has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standard

In accordance with *Government Auditing Standards*, we have also issued our report dated November 17, 2025 on our consideration of the Council Bluffs City Water Works internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Council Bluffs City Water Works internal control over financial reporting and compliance.

Hamilton Associates, P.C.

Council Bluffs, Iowa
November 17, 2025

Council Bluffs Water Works
Council Bluffs, Iowa

MANAGEMENT'S DISCUSSION AND ANALYSIS

Calendar Year Ending December 31, 2024

Council Bluffs Water Works provides this Management's Discussion and Analysis of its financial statements. This narrative overview and analysis of the financial activities is for the calendar year ending December 31, 2024. We encourage readers to consider this information in conjunction with our financial statements, which follow.

FINANCIAL HIGHLIGHTS

- The Water Works' operating revenues increased 5.88% or $969,806 from calendar year 2023 to 2024.
- The Water Works' operating expenses increased by 4.57% or $634,684, from calendar year 2023 to 2024.
- The Water Works' net position increased 4.37% or $3,925,725, from December 31, 2023 to December 31, 2024.

USING THIS ANNUAL REPORT

The annual report consists of a series of financial statements and other information, as follows:

Management's Discussion and Analysis introduces the basic financial statements and provides an analytical overview of the Water Works financial activities.

Financial Statements consist of Statements of Net Position, Statements of Revenues, Expenses, and Changes in Net Position, and Statements of Cash Flows. These provide information about the activities of the Council Bluffs Water Works as a whole and present an overall view of the Water Works finances.

Notes to Financial Statements provide additional information essential to a full understanding of the data provided in the basic financial statements.

Required Supplementary Information further explains and supports the net pension liability and IPERS contributions.

Other Information further explains and supports the financial statement with a comparison of the Water Works' budget for the year.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Calendar Year Ending December 31, 2024

FINANCIAL ANALYSIS

Statements of Net Position

The statements of net position present the assets, liabilities, and net position of the Water Works, as of the end of the calendar year. The purpose of this statement is to present a summary of the Water Works to the readers of the financial statements. The statements of net position include year-end information concerning current assets and liabilities, and net position (assets less liabilities). Readers of the financial statements are able to determine the Water Works financial position by analyzing the increases and decreases in fund equity. This statement is a good source for readers to determine how much the Water Works owes to outside vendors and creditors. The statement presents the available assets that can be used to satisfy those liabilities.

The largest portion of the Water Works' net position 88.4% is the investment in capital assets (building and structures, furniture and fixtures, tools and equipment, distribution system, meters, and automotive equipment), less the related debt. The restricted portion of the net position 0.4% includes resources that are subject to restrictions. The remaining net position 11.2% is the unrestricted position that can be used to meet the Water Works' obligations as they come due.

Statements of Net Position
December 31, 2024 and 2023

	2024	2023
Current assets	$ 15,310,021	$ 14,391,075
Restricted assets	2,314,675	1,822,146
Capital assets	104,856,707	101,635,672
Total assets	$ 122,481,403	$ 117,848,893
Deferred outflows of resources	$ 763,417	$ 408,413
Current liabilities (payable from current assets)	$ 4,675,739	$ 3,815,374
Current liabilities (payable from restricted assets)	3,095,930	1,676,705
Revenue bonds payable	18,587,129	19,960,668
Other liabilities	2,380,030	2,754,080
Total liabilities	$ 28,738,828	$ 28,206,827
Deferred inflows of resources	$ 652,260	$ 122,472
Net investment in capital assets	$ 83,351,241	$ 79,507,900
Restricted	339,308	315,447
Unrestricted	10,163,183	10,104,660
Total net position	$ 93,853,732	$ 89,928,007

MANAGEMENT'S DISCUSSION AND ANALYSIS

Calendar Year Ending December 31, 2024

Statement of Revenues and Expenses

The Statement of Revenues and Expenses reflects a positive with an increase in the net assets at the end of the calendar year.

In calendar year 2024, operating revenues increased by $969,803 or 5.9%, due primarily to a .07% decrease in average gallons-per-day consumption and an average 7.0% rate increase for 2024.

A summary of revenues and expenses for the years ending December 31, 2024 and 2023 is presented below:

Statements of Revenues and Expenses
December 31, 2024 and 2023

	2024	2023
Operating revenues		
Metered water sales	$ 16,314,729	$ 15,519,572
Rental	156,569	178,609
Other	996,956	800,267
Total operating revenues	$ 17,468,254	$ 16,498,448
Operating expenses		
Facilities and grounds	$ 1,045,714	$ 1,134,240
Inventory adjustment	(23,251)	(19,438)
Purification	3,535,488	3,186,257
Distribution and meter	2,027,982	1,824,370
Customer accounting	831,126	752,813
Administration and general	2,864,557	2,814,393
Pension and social security	379,503	338,606
Depreciation	3,872,015	3,867,209
Total operating expenses	$ 14,533,134	$ 13,898,450
Nonoperating revenues (expenses)		
Interest on investments	$ 584,071	$ 592,594
Interest expense	(465,237)	(502,716)
Loss on disposal of equipment	(8,403)	(17)
Nonoperating revenues, net	$ 110,431	$ 89,861
Change in net position	$ 3,045,550	$ 2,689,859

Statement of Cash Flows

The Statement of Cash Flows presents information related to cash inflows and outflows, summarized by operating, capital and related financing and investing activities. Cash provided by operating activities include metered water sales, miscellaneous water sales, penalty charges, and service charges. Cash used from capital and related financing activities includes: principal payment of revenue bonds, interest paid on revenue bonds, interest paid on consumer deposits, additions to property, plant, and equipment, and contributions-in-aid of construction. Cash used by investing activities includes interest income.

CAPITAL ASSETS

At December 31, 2024 the Water Works had $104,856,707 invested in capital assets, net of accumulated depreciation of $80,574,531. Depreciation expense totaled $3,872,015 for calendar year 2024. More detailed information about the Water Works' capital assets is presented in Note 4 to the financial statements.

LONG-TERM DEBT

At December 31, 2024, the Water Works had $20,708,129 debt outstanding. See Note 5 to the financial statements for more information.

ECONOMIC FACTORS

Council Bluffs Water Works continued to support development throughout the community to improve its financial position during the current calendar year.

Facilities and the distribution system operated by Water Works require constant maintenance and upkeep.

Chemical cost, electricity, maintenance of mains and services, and health insurance continue to place pressure on the Water Works resources.

Continued growth in the community requires the Water Works to invest in new infrastructure to meet the growing demands of the community.

Vulnerability and security improvement of our system will be an ongoing process.

CONTACTING THE COUNCIL BLUFFS WATER WORKS FINANCIAL MANAGEMENT

This financial report is designed to provide our customers, investors, and creditors with a general overview of the Water Works finances and operating activities. If you have any questions or require additional information please contact the General Manager, 2000 North 25th Street, PO Box 309, Council Bluffs, Iowa 51502.

FINANCIAL STATEMENTS

COUNCIL BLUFFS CITY WATER WORKS

STATEMENTS OF NET POSITION
December 31, 2024 and 2023

ASSETS	2024	2023
CURRENT ASSETS		
Cash (Note 2)	$ 10,194,154	$ 9,639,684
Inventory	2,101,158	2,011,884
Receivables:		
Consumer accounts	1,835,350	1,793,078
Unbilled revenues	529,711	474,553
Total receivables	$ 2,365,061	$ 2,267,631
Prepaid expense	649,648	471,876
Total current assets	$ 15,310,021	$ 14,391,075
RESTRICTED ASSETS (Note 3)	2,314,675	1,822,146
PROPERTY, PLANT AND EQUIPMENT, NET (Note 4)	104,856,707	101,635,672
Total assets	$ 122,481,403	$ 117,848,893
DEFERRED OUTFLOWS OF RESOURCES		
Pension-related deferred outflows (Note 9)	$ 763,417	$ 408,413
LIABILITIES		
CURRENT LIABILITIES (payable from current assets):		
Accounts payable	$ 417,187	$ 322,119
Accrued wages and payroll taxes	103,953	63,056
Accrued compensated absences	242,009	243,570
Accrued interest payable	31,934	35,631
Construction costs payable	797,337	92,007
Retainage payable	-	18,096
Due to City of Council Bluffs	962,319	983,895
Current portion of long term debt (Note 5)	2,121,000	2,057,000
Total current liabilities (payable from current assets)	$ 4,675,739	$ 3,815,374
CURRENT LIABILITIES (payable from restricted assets):		
Consumer deposits	$ 925,580	$ 879,000
Plant expansion and main extension escrow deposits	1,848,773	487,575
Accrued interest on consumer deposits	321,577	310,130
Total current liabilities (payable from restricted assets)	$ 3,095,930	$ 1,676,705
LONG TERM DEBT (Note 5)	$ 18,587,129	$ 19,960,668
OTHER LIABILITIES		
Deferred revenue (Note 6)	$ 1,164,440	$ 1,191,520
Net pension liability (Note 9)	1,215,590	1,562,560
Total other liabilities	$ 2,380,030	$ 2,754,080
Total liabilities	$ 28,738,828	$ 28,206,827
DEFERRED INFLOWS OF RESOURCES		
Pension-related deferred inflows (Note 9)	$ 652,260	$ 122,472
NET POSITION		
Net investment in capital assets	$ 83,351,241	$ 79,507,900
Restricted	339,308	315,447
Unrestricted	10,163,183	10,104,660
Total net position	$ 93,853,732	$ 89,928,007

See Notes to Financial Statements

COUNCIL BLUFFS CITY WATER WORKS

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Years Ended December 31, 2024 and 2023

	2024	2023
OPERATING REVENUES		
Metered water sales	$ 16,314,729	$ 15,519,572
Rental	156,569	178,609
Other	996,956	800,267
Total operating revenues	$ 17,468,254	$ 16,498,448
OPERATING EXPENSES		
Facilities and grounds	$ 1,045,714	$ 1,134,240
Inventory adjustment	(23,251)	(19,438)
Purification	3,535,488	3,186,257
Distribution and meter	2,027,982	1,824,370
Customer accounting	831,126	752,813
Administration and general	2,864,557	2,814,393
Pension and Social Security	379,503	338,606
Depreciation	3,872,015	3,867,209
Total operating expenses	$ 14,533,134	$ 13,898,450
Operating income	$ 2,935,120	$ 2,599,998
NONOPERATING REVENUES (EXPENSES)		
Interest on investments	$ 584,071	$ 592,594
Interest expense	(465,237)	(502,716)
Loss on disposal of equipment	(8,403)	(17)
Nonoperating revenues, net	$ 110,431	$ 89,861
Change in net position	$ 3,045,551	$ 2,689,859
NET POSITION - BEGINNING	89,928,007	70,944,473
Contributions in aid of construction (Note 7)	880,174	16,293,675
NET POSITION - END OF YEAR	$ 93,853,732	$ 89,928,007

See Notes to Financial Statements

COUNCIL BLUFFS CITY WATER WORKS

STATEMENTS OF CASH FLOWS
Years Ended December 31, 2024 and 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers and users	$ 16,217,300	$ 15,278,460
Cash received from other revenues	1,126,444	951,796
Cash paid to suppliers for goods and services	(7,031,198)	(6,656,795)
Cash paid to employees and on their behalf	(3,888,169)	(3,757,450)
(Payments) receipts for City sewer services net of collections	(21,576)	110,083
Net cash provided by operating activities:	$ 6,402,802	$ 5,926,094
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Principal payment of long-term debt	$ (2,057,000)	$ (1,999,000)
Long-term debt issued	747,461	69,668
Interest paid on long-term debt	(432,731)	(463,953)
Interest paid on consumer deposits	(32,506)	(28,267)
Additions to property, plant, and equipment	(6,406,470)	(18,972,818)
Plant expansion and main extension escrow deposits	1,361,198	(176,465)
Contributions-in-aid of construction	880,174	16,293,675
Net cash provided by (used in) capital and related financing activities	$ (5,939,874)	$ (5,277,160)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest received on investments	584,071	592,594
Net cash provided by investing activities	$ 584,071	$ 592,594
NET INCREASE (DECREASE) IN CASH	$ 1,046,999	$ 1,241,528
CASH - BEGINNING OF YEAR	11,461,830	10,220,302
CASH - END OF YEAR	$ 12,508,829	$ 11,461,830
RECONCILIATION TO BALANCE SHEETS		
Cash	$ 10,194,154	$ 9,639,684
Cash included in restricted assets	2,314,675	1,822,146
	$ 12,508,829	$ 11,461,830
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Operating income (loss)	$ 2,935,119	$ 2,599,998
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	3,872,015	3,867,209
Changes in assets and liabilities:		
(Increase) Decrease in inventory	(89,274)	(275,754)
(Increase) Decrease in receivables	(97,430)	(241,112)
(Increase) Decrease in prepaid insurance	(177,772)	183,712
(Increase) Decrease in deferred outflows of resources	(355,004)	(190,626)
Increase (Decrease) in accounts payable	95,068	(76,858)
Increase (Decrease) in salaries payable	40,897	(4,380)
Increase (Decrease) in accrued compensated absences	(1,561)	(62,410)
Increase (Decrease) in due to City of Council Bluffs	(21,576)	110,083
Increase (Decrease) in deferred revenue	(27,080)	(27,080)
Increase (Decrease) in net pension liability	(346,970)	107,034
Increase (Decrease) in consumer deposits	46,580	36,175
Increase (Decrease) in deferred inflows of resources	529,788	(99,897)
Net cash provided by operating activities	$ 6,402,802	$ 5,926,094

See Notes to Financial Statements

1. Summary of Significant Accounting Policies

The Council Bluffs City Water Works ("Water Works") is a related organization to the City of Council Bluffs, Iowa ("City") and is not included in the City's financial statements. The Mayor, with City Council concurrence, appoints individuals to the Water Works' Board of Trustees. The Water Works' Board of Trustees maintains oversight responsibility and, therefore, is responsible for selection of management personnel and all financial matters. The authority to adopt the annual budget, to incur debt and to fix rates and charges is vested in the Board of Trustees. The Water Works is exempt from state and Federal income taxes. The Water Works' financial statements are prepared on the accrual basis of accounting.

Reporting Entity:

For financial reporting purposes, the Water Works has included all funds, organizations, agencies, boards, commissions, and authorities. The Water Works has also considered all potential component units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the Water Works are such that exclusion would cause the Water Works' financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and 1) the ability of the Water Works to impose its will on that organization or 2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the Water Works. The Water Works has no component units which meet the Governmental Accounting Standards Board criteria.

Basis of Presentation:

The accounts of the Water Works are organized as an Enterprise Fund. Enterprise Funds are used to account for operations (a) financed and operated in a manner similar to private business enterprises, where the intent of the governing body is the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges or (b) where the governing body has decided periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

The Statement of Net Position presents the Water Works assets and liabilities, with the difference reported as net position. Net position is reported in the following categories:

Net investment in capital assets – Consists of capital assets, net of accumulated depreciation/amortization and reduced by outstanding balances for bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets.

Restricted – Use of net position is externally imposed.

Unrestricted – The portion of net position that is not in restricted or net of investment in capital assets.

Measurement Focus and Basis of Accounting:

The financial statements are reported using the economic resources measurement focus and accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider are met.

1. Summary of Significant Accounting Policies - Continued

Measurement Focus and Basis of Accounting - Continued:

Water Works distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the Water Works' principal ongoing operations. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Use of estimates:

In preparing the accompanying financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents:

For purposes of the statements of cash flows, the Water Works considers all highly liquid instruments with a maturity date of three months or less when purchased to be cash equivalents.

Consumer Accounts Receivable:

The consumer accounts receivable balance includes an assessment for sewer fees, which the Water Works bills on behalf of the City. A corresponding liability represents the amount of consumer accounts receivable that will be remitted to the City upon collection.

Revenues:

Metered water sales include amounts billed to customers on a monthly and bimonthly cycle basis and unbilled amounts based on estimated usage from the latest meter reading to the end of the accounting period.

Valuation of Inventories:

Inventories are valued at the lower of cost (average cost method) or market.

Contributions-in-Aid of Construction and Contributed Capital:

Contributions of cash by governments, customers or developers are maintained by the Water Works as restricted assets and restricted liabilities until expended. When expended the contributor's costs of construction are recorded as property, plant and equipment and contributed capital. Further, a contribution may be in the form of a completed project in which the contributor's costs of construction is recorded directly into the property, plant and equipment and contributed capital accounts. Depreciation expense recognized on these assets is charged to contributed capital.

1. Summary of Significant Accounting Policies - Continued

Property, Plant and Equipment:

Property, plant and equipment are stated at cost. Depreciation is computed using the straight-line method based on estimated useful lives.

Maintenance and repair of property, plant and equipment are charged to operations and major improvements are capitalized. Upon retirement, sale or other disposition of property, plant and equipment, the cost and accumulated depreciation are eliminated from the accounts and gain or loss is included in operations.

Deferred Outflows of Resources:

Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources consist of unrecognized items not yet charged to pension expense and contributions from the employer after the measurement date but before the end of the employer's reporting period.

Accrued Compensated Absences:

Accrued compensated absences represent vacation time, which has been earned by employees in the current year to be used in subsequent years. Sick leave does not vest and, therefore, is not accrued.

Pensions:

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Iowa Public Employees' Retirement System (IPERS) and additions to/deductions from IPERS' fiduciary net position have been determined on the same basis as they are reported by IPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Inflows of Resources:

Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. Although certain revenues are measurable, they are not available. Available means collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources in the financial statements represent the amount of assets that have been recognized, but the related revenue has not been recognized since the assets are not collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources represent the difference between projected and actual earnings on pension plan investments.

Subsequent Events:

Subsequent events have been evaluated through November 17, 2025, which is the date the financial statements were available to be issued.

2. Cash and Short-Term Investments

Below is a summary of the deposit and investment portfolios that comprise cash and investments on the December 31, 2024 balance sheet including restricted cash and cash equivalents and investments:

Deposits:

At December 31, 2024, deposits consisted of demand deposits and certificates of deposits and had the following balances:

Book Balance	$ 12,507,029
Bank Balance	$ 12,708,819

Of the total deposits, $250,000 was covered by federal depository insurance and $12,458,819 was covered by pledged securities that are being held in the pledging bank's trust department in the Board's name in the form of a joint safekeeping receipt.

3. Restricted Assets

Restricted assets represent funds set aside for payment of bonds, proceeds from bond issues to be used for capital improvements, or contributions of cash by governments, customers, or developers for costs of construction. These contributions are reflected as restricted assets until expended. Details of the accounts comprising restricted assets as of December 31, 2024 and 2023 are as follows:

	2024	2023
Consumer deposit fund cash	$ 1,280,014	$ 1,212,433
Plant expansion deposit	306,451	292,143
Main extension deposit	728,210	317,570
	$ 2,314,675	$ 1,822,146

4. Property, Plant and Equipment

Property, plant and equipment at December 31, 2024 and 2023 consisted of the following:

Description	Useful Life in Years	2024	2023
Land	-	$ 3,500,307	$ 3,500,307
Building and Structures	20 - 50	39,339,212	38,783,596
Water Distribution System	20 - 75	96,683,942	94,928,403
Meters	25 - 40	2,693,054	2,554,398
Tools and Equipment	3 - 20	34,208,298	34,087,994
Automobiles and Trucks	5	2,487,027	2,331,277
Office Equipment	15	104,985	104,985
Work in Progress	-	6,414,413	2,119,932
		$ 185,431,238	$ 178,410,892
Less Accumulated Depreciation		(80,574,531)	(76,775,220)
		$ 104,856,707	$ 101,635,672

5. Revenue Bonds

In 2010, the Water Works executed the final $25 million of its $35.353 million Water Revenue Bonds for construction of a second water treatment facility. The Water Revenue Bonds originally bore interest at 3.00% due in 2040. In 2019, $7,416,000 of these bonds were refinanced at an interest rate of 1.75%. In 2020 the remaining original balance of $17,205,000 was also refinanced at an interest rate of 1.75%. The Iowa Finance Authority also charges an annual service fee of 0.25%. As of December 31, 2013, the Water Works had drawn down the $35,353,000.

In 2015, the Water Works issued Water Revenue Bonds in the amount of $1,200,000 for the purchase of land adjacent to their treatment plant to protect existing wells from potential contamination by farming practices and industries wanting to locate on adjacent property. The bonds are non-interest bearing, and are due in 2034. The Iowa Finance Authority charges an annual service fee of 0.25%.

In 2018, the Water Works issued Water Revenue Bonds in the amount of $5,025,000 for the construction of a West Broadway transmission water main project. The Water Revenue Bonds bear interest at 1.75% due in 2039. The Iowa Finance Authority also charges an annual service fee of 0.25%. As of December 31, 2024, the Water Works had drawn down $5,025,000.

In 2023, the Water Works issued Water Revenue Bonds in the amount of 1,503,400 to roll into the construction bond once all funds have been drawn. As of December 31, 2024, Water Works has drawn down $817,129. This bond is non-interest bearing with no service fee until all funds have been drawn, and is due in 2026.

All of the bonds require that the Water Works produce and maintain net revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond falling due in the same year. The Water Works was in compliance with this requirement for the years ended December 31, 2024 and 2023.

Principal and interest requirements to maturity on revenue bonds outstanding at December 31, 2024 are as follows:

	Principal	Interest	Total Requirements
2025	$ 2,121,000	$ 326,183	$ 2,447,183
2026	3,002,129	293,808	3,295,937
2027	2,251,000	252,928	2,503,928
2028	2,320,000	214,585	2,534,585
2029	2,390,000	175,053	2,565,053
2030-2034	5,850,000	386,769	6,236,769
2035-2039	2,535,000	99,697	2,634,697
2040	239,000	4,183	243,183
	$ 20,708,129	$ 1,753,206	$ 22,461,335

6. Deferred Revenue

In 2017, the Water Works signed an agreement that provided the buyer an exclusive communications easement and non-exclusive access and utility easement for 50 years. In 2018, the Water Works received $1,354,000 for a 50-year communications easement. Revenue of $27,080 will be recognized ratably each year over the 50-year agreement period. The deferred revenue balances as of 2024 and 2023, respectively, of $1,164,440 and $1,191,520 represent remaining cash received that has not yet been recognized.

7. Contributions-in-Aid of Construction and Contributed Capital

The following is a schedule of contributions of cash by governments and customers or developers:

	Other Governments	Customers and Developers	Total
Balances at January 1, 2023	$ 1,512,911	$ 20,761,076	$ 22,273,987
Contributions-in-aid of construction	54,625	16,239,050	16,293,675
Transfers – Depreciation of contributed property, plant and equipment	(126,247)	(1,435,182)	(1,561,429)
Balances at December 31, 2023	$ 1,441,289	$ 35,564,944	$ 37,006,233
Contributions-in-aid of construction	-	880,174	880,174
Transfers – Depreciation of contributed property, plant and equipment	(127,693)	(1,447,910)	(1,575,603)
Balances at December 31, 2024	$ 1,313,596	$ 34,997,208	$ 36,310,804

8. Risk Management

The Water Works is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Water Works carries commercial insurance for all risks of loss, including errors and omissions, destruction of assets and natural disasters. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

The Water Works participates in a partially self-funding benefit plan for its employees' health insurance. The plan is administered by a third party, which estimates the Water Works maximum annual exposure to be $429,550. The Water Works contributes funds monthly to a separate bank account to supplement the employee's deductible. The balance in this account as of December 31, 2024 and 2023 was $154,178 and $104,365, respectively.

9. Pension Plan

Plan Description:

IPERS membership is mandatory for employees of the Water Works, except for those covered by another retirement system. Employees of the Water Works are provided with pensions through a cost-sharing multiple employer-defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at 7401 Register Drive P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code Chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits:

A regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. (These qualifications must be met on the member's first month of entitlement to benefits.) Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier (based on years of service).
- The member's highest five-year average salary. (For members with service before June 30, 2012, the highest three-year average salary as of that date will be used if it is greater than the highest five-year average salary.)

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25 percent for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50 percent for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits:

A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

9. Pension Plan – Continued

Contributions:

Contribution rates are established by IPERS following the annual actuarial valuation which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. State statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll based on the Actuarial Amortization Method adopted by the Investment Board.

In the year ending December 31, 2024, pursuant to the required rate, Regular members contributed 6.29 percent of pay and the Water Works contributed 9.44 percent for a total rate of 15.73 percent.

The Water Works' total contributions to IPERS for the year ended December 31, 2024 and 2023 were $301,136 and $292,806, respectively.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions:

At December 31, 2024 and 2023, the Water Works reported a liability of $1,215,590 and $1,562,560, respectively, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024 and June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Water Works' proportion of the net pension liability was based on the Water Works' share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2024, the Water Works' collective proportion was (.032918) percent which was a decrease of .000946 percent from its proportion measured as of June 30, 2023. At June 30, 2023, the Water Works' collective proportion was (.033864) percent which was a decrease of .002808 percent from its proportion measured as of June 30, 2022.

9. Pension Plan – Continued

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - Continued:

For the year ended December 31, 2024 and 2023, the Water Works recognized pension expense of $133,528 and $107,084, respectively. The Water Works reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources at December 31:

$152,951 reported as deferred outflows of resources related to pensions resulting from the Water Works contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions as of December 31, 2024, will be recognized in pension expense as follows:

	2024		2023	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ (35,469)	$ 755	$ 132,195	$ 6,423
Changes of assumptions	-	17	-	25
Net difference between projected and actual earnings on pension plan investments	666,691	651,488	144,713	-
Changes in proportion and differences between Water Works contributions and proportionate share of contributions	(20,756)	-	(10,537)	116,024
Water Works' contributions subsequent to the measurement date	152,951		142,042	
	$ 763,417	$ 652,260	$ 408,413	$ 122,472

Year Ended December 31,	
2025	(177,813)
2026	286,645
2027	6,600
2028	(42,204)
2029	220
Total	73,448

There were no non-employer contributing entities at IPERS.

9. Pension Plan – Continued

Actuarial Assumptions:

The total pension liability in the June 30, 2024 and June 30, 2023 actuarial valuations were determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017)	2.60 percent per annum
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25 percent, average, including inflation Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00 percent, compounded annually, net of investment
Wage growth (effective June 30, 2017)	3.25 percent per annum based on 2.60 percent

The actuarial assumptions used in the June 30, 2024 and June 30, 2023 valuation were based on the results of an economic assumption study dated March 24, 2017 and a demographic assumption study dated June 28, 2018.

Mortality rates used in the 2024 and 2023 valuations were based on the Pub2010 General Employees Mortality Tables, projected generationally using Scale MP-2021.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Asset Allocation	Long-Term Expected Real Rate of Return
Domestic equity	21.0%	3.52%
International equity	13.0	5.18
Global smart beta equity	5.0	4.12
Core plus fixed income	25.5	3.04
Public credit	3.0	4.53
Cash	1.0	1.69
Private equity	17.0	8.89
Private real assets	9.0	4.25
Private credit	5.5	6.62
Total	100%	

9. Pension Plan – Continued

Discount Rate:

The discount rate used to measure the total pension liability was 7 percent for 2024 and 2023. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the contractually required rate and that contributions from the Water Works will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Water Works' Proportionate Share of the Net Pension Liability to Changes in the Discount Rate:

The following presents the Water Works' proportionate share of the net pension liability recorded at December 31, 2024 using the discount rate of 7.0 percent, as well as what the Water Works' proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) than the current rate.

	1% Decrease (6.0%)	Discount Rate (7.0%)	1% Increase (8.0%)
Water Works' proportionate share of the net pension liability - 2024	$ 2,983,059	$ 1,215,590	$ (264,657)

The following presents the Water Works' proportionate share of the net pension liability recorded at December 31, 2023 using the discount rate of 7.0 percent, as well as what the Water Works' proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) than the current rate.

	1% Decrease	Discount Rate	1% Increase
Water Works' proportionate share of the net pension liability - 2023	$ 3,322,370	$ 1,562,560	$ 87,827

9. Pension Plan – Continued

Pension Plan Fiduciary Net Position:

Detailed information about the pension plan's fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at www.ipers.org.

Payables to the Pension Plan:

At December 31, 2024, the Water Works reported payables to the defined benefit pension plan of $8,267 for legally required employer contributions and $5,701 for legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS. At December 31, 2023, the Water Works reported payables to the defined benefit pension plan of $6,329 for legally required employer contributions and $4,217 for legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

10. Commitments

As of December 31, 2024, the Water Works had construction contracts in progress with remaining future commitments totaling $5,830,000.

REQUIRED SUPPLEMENTARY INFORMATION

COUNCIL BLUFFS CITY WATER WORKS

SCHEDULE OF THE WATER WORKS' PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Iowa Public Employee's Retirement System

Last Year*, ended June 30

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Water Works' proportion of the net pension liability (asset)	0.032918%	0.033864%	0.0366717%	-0.0148305%	0.0372398%	0.0380176%	0.0374052%	0.0369811%	0.0373848%	0.0405283%
Water Works' proportionate share of the net pension liability	1,215,590	1,562,560	1,455,526	51,200	2,615,997	2,201,471	2,367,093	2,463,408	2,352,748	1,607,315
Water Works' covered-employee payroll	3,190,000	3,102,960	2,928,520	3,011,382	3,068,838	2,983,267	2,811,350	2,760,458	2,682,875	2,595,093
Water Works' proportionate share of the net pension liability as a percentage of its covered-employee payroll	38.11%	50.36%	49.70%	1.70%	85.24%	73.79%	84.20%	89.24%	87.70%	61.94%
Plan fiduciary net position as a percentage of the total pension liability	92.30%	90.13%	91.40%	100.81%	82.90%	85.45%	83.62%	82.21%	87.82%	87.61%

* The amounts presented for each year were determined as of June 30.

See accompanying independent auditor's report

COUNCIL BLUFFS CITY WATER WORKS

SCHEDULE OF WATER WORKS' CONTRIBUTIONS

Iowa Public Employee's Retirement System
Last Ten Calendar Years, ending December 31
(In Thousands)

	2024	2023	2022	2021	2020
Statutorily required contributions	$ 301	$ 293	$ 276	$ 284	$ 290
Contributions in relation to the statutorily required contribution	(301)	(293)	(276)	(284)	(290)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Water Works' covered-employee payroll	3,190	3,102	2,929	3,011	$ 3,068
Contributions as a percentage of covered-employee payroll	9.44%	9.44%	9.44%	9.44%	9.44%

See accompanying independent auditor's report

COUNCIL BLUFFS CITY WATER WORKS

SCHEDULE OF WATER WORKS' CONTRIBUTIONS

Iowa Public Employee's Retirement System
Last Ten Calendar Years, ending December 31
(In Thousands)

	2019	2018	2017	2016	2015
Statutorily required contributions	$ 275	$ 262	$ 249	$ 243	$ 235
Contributions in relation to the statutorily required contribution	(275)	(262)	(249)	(243)	(235)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Water Works' covered-employee payroll	$ 2,912	$ 2,857	$ 2,788	$ 2,720	$ 2,628
Contributions as a percentage of covered-employee payroll	9.44%	9.17%	8.93%	8.93%	8.94%

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION – PENSION LIABILITY

Year ended December 31, 2024

1. Changes of benefit terms

There are no significant changes in benefit terms.

2. Changes of assumptions

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018.

- Changed mortality assumption to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates.
- Lowered disability rates.
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00 percent to 2.60 percent.
- Decreased the assumed rate of interest on member accounts from 3.75 percent to 3.50 percent per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25 percent to 3.00 percent
- Decreased the assumed rate of interest on member accounts from 4.00 percent to 3.75 percent per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

OTHER INFORMATION

COUNCIL BLUFFS CITY WATER WORKS

BUDGETARY COMPARISON SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN BALANCES – BUDGET AND ACTUAL

Year ended December 31, 2024

	2024 Actual	2024 Budget	Budget Variance Favorable (Unfavorable)
Operating revenues:			
Metered water sales	$ 16,314,729	$ 15,500,000	$ 814,729
Rental	156,569	129,000	27,569
Other	996,956	746,000	250,956
Total operating revenues	$ 17,468,254	$ 16,375,000	$ 1,093,254
Operating expenses:			
Facilities and grounds	$ 1,045,714	$ 1,222,000	$ 176,286
Inventory adjustment	(23,251)	5,000	28,251
Purification	3,535,488	3,484,000	(51,488)
Distribution and meter	2,027,982	1,888,000	(139,982)
Customer accounting	831,126	692,000	(139,126)
Administration and general	2,864,557	3,040,500	175,943
Pension and Social Security	379,503	520,000	140,497
Total operating expenses	$ 10,661,119	$ 10,851,500	$ 190,381
Operating income	$ 6,807,135	$ 5,523,500	$ 1,283,635
Nonoperating revenues (expenses):			
Interest on investments	$ 584,071	$ 235,000	$ 349,071
Interest expense	(465,237)	(466,000)	763
Loss on disposal of equipment	(8,403)	(5,000)	(3,403)
Nonoperating revenues, net	$ 110,431	$ (236,000)	$ 346,431
Surplus (Deficit) from Operations	$ 6,917,566	$ 5,287,500	$ 1,630,065
Debt Service	(2,057,000)	(2,427,500)	370,500
Capital Outlay	(6,406,470)	(7,398,800)	992,330
Surplus (Deficit)	$ (1,545,904)	$ (4,538,800)	$ 2,992,896

Reconcilation to statement of revenues and expenses:

Budget Basis Deficit	$ (1,545,904)
Debt Service	2,057,000
Capital Outlay	6,406,470
Depreciation and Amortization	(3,872,015)
Excess of revenues over expenses	$ 3,045,551

COUNCIL BLUFFS CITY WATER WORKS

BUDGETARY COMPARISON SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN BALANCES – BUDGET AND ACTUAL

Year ended December 31, 2024

1. Budgetary reporting

In accordance with the Code of Iowa, the Water Works' Board of Trustees adopts a budget following required public notice and hearing. The budget is adopted on a budget basis which consists of accrual basis revenues and expenditures plus cash outlay for debt service and capital improvements and cash receipts of bond proceeds. The annual budget may be amended during the year utilizing similar statutorily-prescribed procedures. In 2024, there were no budget amendments and total expenses did not exceed the amount budgeted.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH "GOVERNMENT AUDITING STANDARDS"

The Board of Trustees
Council Bluffs City Water Works
Council Bluffs, Iowa

We have audited the financial statements of the Council Bluffs City Water Works as of and for the year ended December 31, 2024 and have issued our report thereon dated November 17, 2025. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Council Bluffs City Water Works' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Council Bluffs City Water Works' internal control. Accordingly, we do not express an opinion on the effectiveness of Council Bluffs City Water Works' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Council Bluffs City Water Works' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Comments involving statutory and other legal matters about the Water Works' operations for the year ended December 31, 2024 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the Water Works. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hamilton Associates, P.C.

Council Bluffs, Iowa
November 17, 2025

COUNCIL BLUFFS CITY WATER WORKS

SCHEDULE OF FINDINGS
Year ended December 31, 2024

I. FINDINGS RELATED TO THE FINANCIAL STATEMENTS

None reported

II. OTHER FINDINGS RELATED TO STATUTORY REPORTING

II-A-20 Certified Budget – We compared the Water Works disbursements for the 12 months ended December 31, 2024 with the published budget and found that disbursements did not exceed the amounts budgeted.

II-B-20 Questionable Disbursements – No disbursements that we believe may not meet the requirements of public purpose as defined in an attorney general's opinion dated April 25, 1979 were noted.

II-C-20 Travel Expense – No expenditures of funds for travel expenses of spouses of Water Works' officials or employees were noted.

II-D-20 Business Transactions – During the course of our audit of Water Works as of December 31, 2024, we looked at many records substantiating disbursements. We noted no business transactions between the Water Works and Water Works' officials or employees.

II-E-20 Bond Coverage – We reviewed the statutory provisions for surety bond coverage of Water Works' officials and employees. The City of Council Bluffs has an ordinance allowing the City to set bonding requirements for the Water Works. Resolution 83-475 sets the amount of surety bond coverage for board members at $500 annually. Water Works maintains public officials' liability insurance, which sufficiently meets bond coverage requirements.

II-F-20 Board Minutes – We noted no transactions that we believe should have been approved in the Board minutes but were not.

II-G-20 Deposits and Investments – Chapter 12C of the Code of Iowa requires that public bodies approve the financial institutions and maximum amounts that may be kept on deposit in each approved depository. The Water Works has an approved depository resolution and at December 31, 2024, deposits did not exceed the maximum amount approved for deposit in one financial institution.

II-H-20 Revenue Notes – No instances of non-compliance with the revenue bond and note requirements were noted.



BUDGET REPORT

Calendar Year 2026

INTRODUCTION & FINANCIAL SUMMARY

Enclosed is the 2026 Calendar Year (CY) Budget. The 2026 CY Budget was published in the November 6, 2025 edition of The Daily Nonpareil. A public hearing on the budget was held November 18th and the Board adopted the Budget by resolution following the hearing.

Calendar Year 2026

The 2026 Budget includes a water rate increase of 3% in order to produce the revenues required for operations, maintenance, capital needs, future capital needs and debt service effective January 1, 2026.

We are projecting total operating revenues of $18,460,000. This is a decrease of (-$390,000) or -2.7% over the 2025 re-estimated budget. The budget reflects some growth in water sales due to customer base growth, we recognize that water sales may not be as strong in 2026 as compared to 2025. Every budget year, water sales can be significantly influenced by economic and climatic variables beyond our control.

We are projecting a 8.4% increase in our operating expenses over the 2025 Budget. The increase is due to several factors, including water treatment chemical costs, material costs, labor costs and insurance costs.

Our capital improvement plan includes investing $11,955,000 into buildings, structures, tools, equipment, meters, heavy vehicles & equipment, and distribution system water main improvements.

Table of Contents

Budget Reports

Adopted Budget Certificate 1

2026 Budget Summary 2

Adopted Budget Summary 3

Resources Detail 4

Budget Summary Spreadsheet 5

2026 Capital Improvement Projects

Spending Program
Discussion and Justification ..... 1 - 27

ADOPTED BUDGET CERTIFICATE

To: The Council Bluffs City Council

At a meeting of the Board of Water Works Trustees (Governing Board), held after public hearing as required by law, on 11/18/25 (xx/xx/xx), the proposed budget for Calendar Year 2026 (specify fiscal or calendar and year) was adopted as summarized and attached hereto.

Telephone
Area Code (712) 328-1006

(signature) Board Secretary

Address Council Bluffs Water Works. 2000 N 25th St.
Council Bluffs, IA 51501

Record of Public Hearing and Adoption of Budget:

On 11/18/25 (xx/xx/xx), the Board of Water Works Trustees met for the purpose of conducting a public hearing on the proposed Calendar Year 2026 (specify fiscal or calendar and year) budget as published. Notice of time and place of hearing had been published on 11/06/25 (xx/xx/xx) in The Daily Nonpareil (newspaper) and the affidavit of publication was available to file with the City Council.

The budget estimate was considered and taxpayers and residents heard for and against said estimate were as follows:

After giving opportunity for all desiring to be heard, the Board adopted the following budget resolution:

RESOLUTION 11-27-24 ADOPTING THE BUDGET FOR CALENDAR YEAR ENDING DECEMBER 31, 2026.

BE IT RESOLVED by the Board of Water Works Trustees: The budget for Calendar Year ending 12/31/26 (specify fiscal or calendar) (xx/xx/xx) as set forth in the Adopted Budget Summary and in the detailed budget in support thereof showing the estimated revenues and expenditures for said budget year is accordance with the summary and detail as adopted.

Passed and approved on, 11/18/25 (xx/xx/xx) by the following vote: (list names)

Ayes:
Caitlin A. Beresford
Martin L. Brooks
Keith R. Jones
Glennay V. Jundt
Patrick A. Miller

Nays: —none—

Absent: —none—

Glennay V. Jundt, Chairperson

Brian T. Cady, Secretary

COUNCIL BLUFFS WATER WORKS
2026 BUDGET SUMMARY

OPERATING REVENUE

We are projecting total operating revenues of $18,460,000. This is a decrease of ($390,000) or (3.0%) over the 2025 re-estimated budget. The 2026 budget does include a rate increase of 3%. While the budget reflects some growth in water sales due to customer base growth, we recognize that water sales may not be as strong in 2026.

As noted, every budget year, water sales can be significantly influenced by economic and climatic variables beyond our control.

O & M EXPENSES

We are projecting total O & M expenses at $12,633,000, an increase of $423,500 or 3% over the 2025 re-estimated Budget. The increase is due to several factors, including water treatment chemical costs, material costs, labor costs and insurance costs.

REVENUE BONDS

Debt service in 2026 is projected at $2,484,400, an increase of $27,925 or 1% from the 2025 re-estimated budget.

Outstanding Revenue Bonds include three Water Revenue Capital Loan Notes that were issued through the SRF totaling $35,353,000 to finance the Council Point Water Supply Project. The SRF interest rate was 3%, however, all of the bonds have been refinanced at 1.75%. In 2015 we issued $1,200,000 to fund land acquisition through the SRF Well Head Protection Program at a 0% rate. In 2018, we issued $5,000,000 at 1.75% for the West Broadway Reconstruction Avenue A, Segment 2 transmission main replacement. In 2023, we issued $1,503,400 at 0% for the Planning and Design of the Narrows High Service Pump Building. The outstanding principal on these loans is $19,273,400.00.

CAPITAL IMPROVEMENT PLAN

We plan to invest $11,955,000 in our system and facilities. $7,420,000 is for building and structures improvements.

ENDING FUND BALANCE

We estimate our Ending Fund Balance on December 31, 2026, will be $5,923,537 a decrease of $2,178,500, from the December 31, 2025, re-estimated budget.

ADOPTED BUDGET SUMMARY

Council Bluffs Water Works
NAME OF ENTERPRISE

Calendar Year
(specify fiscal or calendar year budget)

YEAR 2026

	(specify budget years)		Budget CY 2026		Re-Estimated CY 2025		Actual CY 2024
REVENUES & OTHER FINANCING SOURCES							
Use of Money and Property	(line 398)	241	190,000	271	375,000	301	584,071
Charges for Services	(line 414)	243	18,460,000	273	18,850,000	303	16,865,759
Miscellaneous	(line 416)	245	343,000	275	909,000	305	588,995
Operating Transfers In	(line 417)	247		277		307	
Proceeds of Long Term Debt	(line 418)	248	6,000,000	278	150,000	308	747,461
Proceeds of Fixed Asset Sales	(line 419)	249	(5,000)	279		309	(8,403)
Total Revenues & Other Financing Sources		250	24,988,000	280	20,284,000	310	18,777,883
EXPENDITURES & TRANSFERS OUT							
Expenditures	(line 386)	255	27,166,500	285	22,375,190	315	18,224,340
Transfers Out	(line 387)	259		289		319	
Total Expenditures & Transfers Out		260	27,166,500	290	22,375,190	320	18,224,340
Excess of Revenues & Other Sources Over (Under) Expenditures & Transfers Out		261	(2,178,500)	291	(2,091,190)	321	553,543
BEGINNING Fund Balance	(line 390)	262	8,102,037		10,193,227	322	9,639,684
ENDING Fund Balance	(line 388)	263	5,923,537	293	8,102,037	323	10,193,227

Council Bluffs Water Works

NAME OF ENTERPRISE

Department of Management

RESOURCES DETAIL

Calendar Year 2026

(specify if budget is fiscal or calendar year)

		(specify budget years)	Budget CY 2026	Re-Estimated CY 2025	Actual CY 2024
Beginning Fund Balance		390	8,102,037	10,193,227	9,639,684
Use of Money & Property		398	190,000	375,000	584,071
Charges for Services:	Hospital	411			
	Water	404	18,460,000	18,850,000	16,865,759
	Sewer	405			
	Electric	406			
	Gas	407			
Total Charges for Services		414	26,752,037	29,418,227	27,089,514
Miscellaneous		416	343,000	909,000	588,995
Other Financing Sources:					
Operating Transfers In		417			
Proceeds of Long Term Debt		418	6,000,000	150,000	747,461
Proceeds of Fixed Asset Sales		419	(5,000)		(8,403)
Total Resources		421	33,090,037	30,477,227	28,417,567

REQUIREMENTS DETAIL

		(specify budget years)	Budget CY 2026	Re-Estimated CY 2025	Actual CY 2024
Expenditures:					
	Hospital	338			
	Water	360	27,166,500	22,375,190	18,224,340
	Sewer	357			
	Electric	361			
	Gas	362			
Total Expenditures:		386	27,166,500	22,375,190	18,224,340
Transfers Out		387			
Ending Fund Balance		388	5,923,537	8,102,037	10,193,227
Total Requirements		389	33,090,037	30,477,227	28,417,567

COUNCIL BLUFFS WATER WORKS
Budget Summary

	Budget 2026	Re-Estimated 2025	Budget 2025	Actual Revenue and Expenses 2024	2023	2022	2021
	4% Growth Proposed 3% Rate Increase		1% Growth 7% Rate Increase				
Operating Revenue:							
Metered Water Sales	17,900,000	18,250,000	16,740,000	16,256,607	15,327,790	13,816,513	13,638,638
Misc. Water Sales	80,000	95,000	75,000	71,702	146,263	125,800	111,572
Penalty Charges	130,000	135,000	130,000	139,024	133,795	110,386	130,584
Service Charges	350,000	370,000	340,000	398,426	345,767	293,325	273,657
Gross Operating Revenue	18,460,000	18,850,000	17,285,000	16,865,759	15,953,615	14,346,024	14,154,451
Operating Expense:							
Facilities & Grounds	1,315,500	1,211,000	1,187,000	1,045,714	1,134,240	954,481	957,507
Purification	4,277,000	4,183,000	3,777,000	3,618,418	3,282,629	2,643,650	2,388,769
Distribution & Meter	2,315,500	2,321,500	2,124,000	2,027,982	1,824,371	1,694,081	1,610,989
Customer Accounting	758,000	722,000	739,000	728,348	645,818	555,825	530,546
Administration & General	3,967,000	3,772,000	3,829,000	3,372,314	3,405,455	3,289,291	3,202,984
Cash Short & Over	-	-	-	18	56	235	154
Total Operating Expense	12,633,000	12,209,500	11,656,000	10,792,794	10,292,569	9,137,563	8,690,949
Net Operating Revenue:	5,827,000	6,640,500	5,629,000	6,072,965	5,661,046	5,208,461	5,463,502
Non Operating Revenue:							
Rental	140,000	140,000	133,000	129,489	151,529	147,456	123,364
Tap Fees	10,000	-	10,000	(260)	(19,992)	(47,404)	(25,326)
Lab Test Fees	25,000	32,000	25,000	24,600	25,050	23,225	23,125
Capital Facilities Fees	120,000	350,000	120,000	319,894	278,780	465,870	244,860
Main Connection Fees	4,000	3,000	4,000	15,200	4,000	-	10,800
Hydrant Permit Fees	4,000	4,000	4,000	3,200	4,700	4,100	4,400
Miscellaneous Fees	40,000	380,000	40,000	96,872	28,167	50,342	59,636
Miscellaneous Revenue	-	-	-	-	-	-	-
Interest Earned	190,000	375,000	190,000	584,071	592,594	230,723	77,100
BAB - Interest Refund	-	-	-	-	-	-	-
Disposal of Equipment	(5,000)	-	(5,000)	(8,403)	(18)	(9)	(21,673)
Total Non Operating Revenue	528,000	1,284,000	521,000	1,164,663	1,064,810	874,303	496,286
Non Operating Expense:							
Inventory Adjustment	5,000	5,000	5,000	(23,251)	(19,438)	(43,927)	(5,739)
Consumer Deposit Expens	45,000	45,000	45,000	43,953	41,996	40,855	40,488
Revenue Bond Service Fee	44,100	49,400	49,400	54,516	59,519	64,374	68,969
Total Non Operating Expense	94,100	99,400	99,400	75,218	82,077	61,302	103,718
Net Revenue Available for Debt Service	6,260,900	7,825,100	6,050,600	7,162,410	6,643,779	6,021,462	5,856,070
Debt Service	2,484,400	2,456,475	2,456,500	2,427,466	2,403,434	2,377,369	2,351,497
Revenue Available for Capital Outlay	3,776,500	5,368,625	3,594,100	4,734,944	4,240,345	3,644,093	3,504,573
Capital Outlay:							
Building & Structures	7,420,000	5,223,549	7,270,000	3,575,879	1,180,982	842,749	664,955
Tools & Equipment	500,000	237,446	382,000	195,267	65,052	111,868	187,062
Distribution System	3,390,000	1,510,890	2,960,000	928,129	894,938	618,041	1,484,793
Meters	410,000	319,632	250,000	110,897	57,937	154,348	60,901
Automotive	235,000	318,298	417,000	85,864	290,208	389,616	253,386
Total Capital Expenditures	11,955,000	7,609,815	11,279,000	4,896,036	2,489,117	2,116,622	2,651,097
Water Revenue Bonds (SRF)	6,000,000	150,000	3,800,000	747,461	69,669	-	156,725
Surplus (Deficit)	(2,178,500)	(2,091,190)	(3,884,900)	586,369	1,820,897	1,527,471	1,010,201
Cash Reserve	2,178,500	2,091,190	3,884,900	-	-	-	-
Earnings: Revenue/Debt	2.52	3.19	2.46	2.95	2.76	2.53	2.49
Restricted Funds	-	-	-	-	-	-	-
Unrestricted Funds	5,923,537	8,102,037	5,434,705	10,193,227	9,639,684	8,115,918	6,772,055
Total Funds	5,923,537	8,102,037	5,434,705	10,193,227	9,639,684	8,115,918	6,772,055
Reserve Fund Ratio	0.39	0.55	0.39	0.77	0.75	0.70	0.61

COUNCIL BLUFFS WATER WORKS

CY 2026 CAPITAL SPENDING PROGRAM

DISCUSSION AND JUSTIFICATION



Narrows Campus

Capital Improvement Projects Summary for CY2026

	Budgeted Amount	
Building & Structures:		
Memorial Elevated Storage Tank Replacement (2024 Carryover)	$ 925,000	
Narrows New Well Upper Terminus (2024 Carryover)	10,000	
Narrows High Service Pump Building	5,000,000	
Narrows Intake Traveling Screens	610,000	
SCADA Upgrade (2026)	300,000	
Pumps and VFD Rehabilitation	150,000	
Narrows Clarifier #4 Replacement	125,000	
Council Point Well Rehabilitation	120,000	
Narrows Collector Well	100,000	
Council Point Air Unit	60,000	
Tuck Pointing – Glen Pump Station	20,000	
		$ 7,420,000
Tools & Equipment:		
Customer Service Software Upgrade	$ 350,000	
Miscellaneous Equipment – All Departments	150,000	
		$ 500,000
Distribution System:		
Water Main Projects:		
East Manawa Storm Sewer Rehabilitation Phase 13 (2024 Carryover)	$ 10,000	
9th Avenue & Indian Creek Bridge – (2025 Carryover)	250,000	
Avenue B Reconstruction Phase I (2025 Carryover)	200,000	
Avenue B Reconstruction Phase I (2025 Carryover)	200,000	
West Graham Reconstruction (2025 Carryover)	150,000	
Eastern Hills Drive to Cedar Lane Loop (2025 Carryover)	60,000	
East Washington Water Main Replacement (2025 Carryover)	50,000	
Bluff & Willow Water Main Replacement (2025 Carryover)	20,000	
Lead Service Line Replacement	1,000,000	
Nebraska Avenue Water Main Rehabilitation	540,000	
28th Street Storm Sewer Rehabilitation Phase 5 – 26th to 27th Street	310,000	
Miscellaneouse Water Main Projects	300,000	
6th Avenue Water Main Replacement – 7th to 12th Street	280,000	
20th Avenue Water Main Replacement -9th to 11th Street	115,000	
Avenue B Reconstruction Phase 2 – 8th to 10th Street	105,000	
		$ 3,390,000
Meters:		
Meter Replacement Program/AMR	$ 350,000	
Large Water Meters	60,000	
		$ 410,000
Vehicles/Heavy Equipment:		
Dump Truck – Distribution Department	$ 160,000	
3/4T Facilities/Grounds Service Truck	75,000	
		$ 235,000
Grand Total		$ 11,955,000

BUILDINGS AND STRUCTURES

2026 Projects

Memorial Elevated Storage Tank Replacement (2024 Carryover)	$ 925,000
Narrows New Well Upper Terminus (2024 Carryover)	10,000
Narrows High Service Pump Building	5,000,000
Narrows Intake Traveling Screens	610,000
SCADA Upgrade (2026)	300,000
Pumps and VFD Rehabilitation	150,000
Narrows Clarifier #4 Replacement	125,000
Council Point Well Rehabilitation	120,000
Narrows Collector Well	100,000
Council Point Air Unit	60,000
Tuck Pointing – Glen Pump Station	20,000
Total	$ 7,420,000

2026 Projects

Memorial Elevated Storage Tank
Cost Estimate: $925,000

Memorial Elevated Storage Tank was built in 1948 and has a capacity of 200,000 gallons. The tank is undersized, reaching the end of its functional life and needs to be replaced. The project was bid to Landmark Tanks at a cost of 5.7 million. We anticipate the tank will be fully constructed by the end of 2026.



Narrows New Well Upper Terminus (2024 Carryover)
Cost Estimate: $10,000

The Council Bluffs Water Works (CBWW) is planning to construct a new vertical well at the Narrows Water Treatment Plant (WTP). The proposed well, Well No. 3, would provide redundancy for existing Well No. 1, increasing system resiliency by reliably supplying water for temperature control in the winter months. The new well would also supplement the WTP's existing source water supply, serving as an emergency source should the river become contaminated or inaccessible due to lower river conditions.



Narrows High Service Pump Building
Cost Estimate: $5,000,000

This is funding to construct a new high service pumping station at the Narrows Plant. The existing high service pumps are in the basement of the plant and were originally constructed in 1952. The existing electrical service is obsolete and will no longer be able to be maintained.





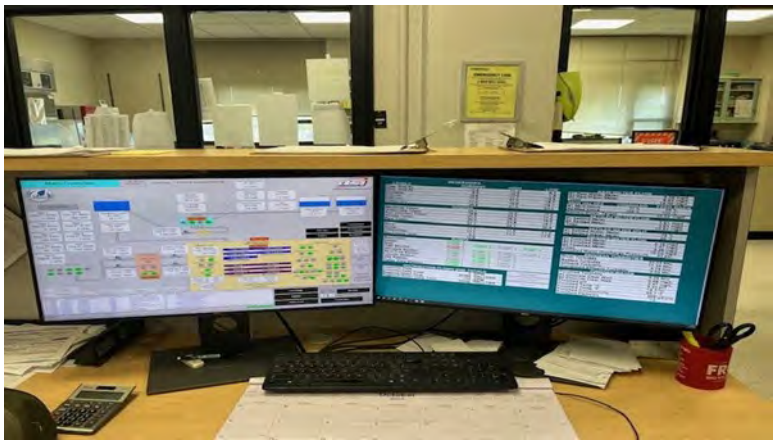
Narrows Intake Traveling Screens
Cost Estimate: $610,000

Rebuilding the Narrows Intake traveling screens. There is excessive wear on the screens and they need to be replaced. All of the raw water that comes into the Narrows Plant goes through these screens first to remove any heavy debris from the river.



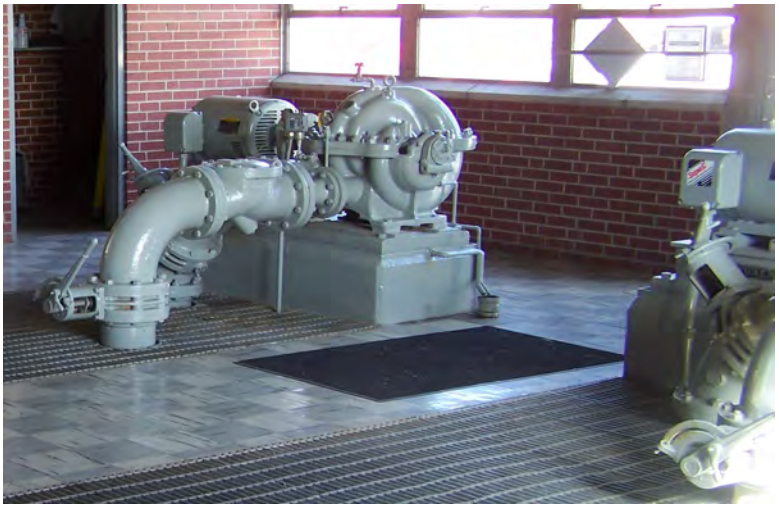
SCADA Upgrade (2026)
Cost Estimate: $300,000

The SCADA (Supervisory Control and Data Acquisition) system was last updated in 2018 and is due to have some software and hardware updates the PLC's (Programmable Logic Controller) at the Narrows Plant and the remote pump stations are approximately 20 years old and support is not readily available.



Pumps and VFD Rehabilitation
Cost Estimate: $150,000

Scheduled pump rebuilds and VFD replacements will be performed at various sites due for maintenance, including Glen Avenue and Mt. Lincoln. These upgrades are part of our planned efforts to ensure reliable performance and extend the operational life of critical equipment.



Narrows Clarifier #4 Gear Box Replacement
Cost Estimate: $125,000

Clarifier #4 gear box is leaking and has reached a condition requiring significant repair. The gear box is a piece of equipment that runs 24 hours a day 7 days a week except when it is down for maintenance. We recommend replacing this gear box.



Council Point Well Rehabilitation
Cost Estimate: $120,000

The Council Point Production Wells needs rehabilitation. As the wells are used, they are fouled by iron and calcium in the aquifer. Rehabilitating the Production Wells helps increase the capacity of the wells and ensures a longer operational life.



Narrows Collector Well
Cost Estimate: $100,000

This item is for engineering cost to a Collector Well on the Narrows Campus. Due to reductions of Missouri River releasing in the winter time, the Intake may be inoperable during that time. The new Collector Well will provide an additional source of water supply for the Narrows and the new supply would not be affected by ice or run-off events.




Intake Building

Council Point Air Unit
Cost Estimate: $60,000

MAU #1 is in need of replacement due to the fact that the heating elements are starting to fail. To replace these heating elements, it would be more of a cost to replace them than it would to replace the unit as this unit is obsolete, and parts are not readily available. This unit heats the chemical drive-thru in the winter and prevents chemical lines from freezing.



Glen Avenue Pump Station – Tuck Point
Cost Estimate: $20,000

The Glen Avenue Pumping Station Tuck Point chimney needs to be repaired. There has been some settling of cracks, and erosion to the exterior brick facade including bricks and mortar separation. This is typical of aging brick and mortar buildings.



TOOLS AND EQUIPMENT

2026 Projects

Customer Service Software Upgrade	$	350,000
Miscellaneous Equipment – All Departments		150,000
Total Miscellaneous	$	500,000

TOOLS AND EQUIPMENT

Customer Service Software Update
Cost Estimate: $350,000

Our current customer service software system has been in operation for over 20 years. While it has served us reliably, it is increasingly misaligned with our operational needs. The system lacks modern features, is difficult to maintain, and does not support current integration standards.

There are also several aspects of the software that have long been a source of frustration for our team - ranging from limited reporting capabilities to inefficient workflows. Additionally, the vendor has informed us that continued use of the current version is no longer supported, and we are required to upgrade to maintain access to technical support.

Miscellaneous Equipment – All Departments
Cost Estimate: $150,000

The following equipment is under consideration:

- Tap Machine
- Lime Slaker Update
- Distribution Analyzer
- Replacement Fluoride Meter/Probes
- 30T Vehicle Lift
- Surveillance Cameras for Council Point

DISTRIBUTION SYSTEM

2026 Water Main Projects

Distribution System Improvements (2024/2025 Carryover) Budget	$	740,000
Total Carryover Projects	$	740,000

Distribution System Improvements Budget	$	2,650,000
Total Projects	$	2,650,000

Grand Total	$	3,390,000

DISTRIBUTION SYSTEM

2024/2025 Carryover Projects

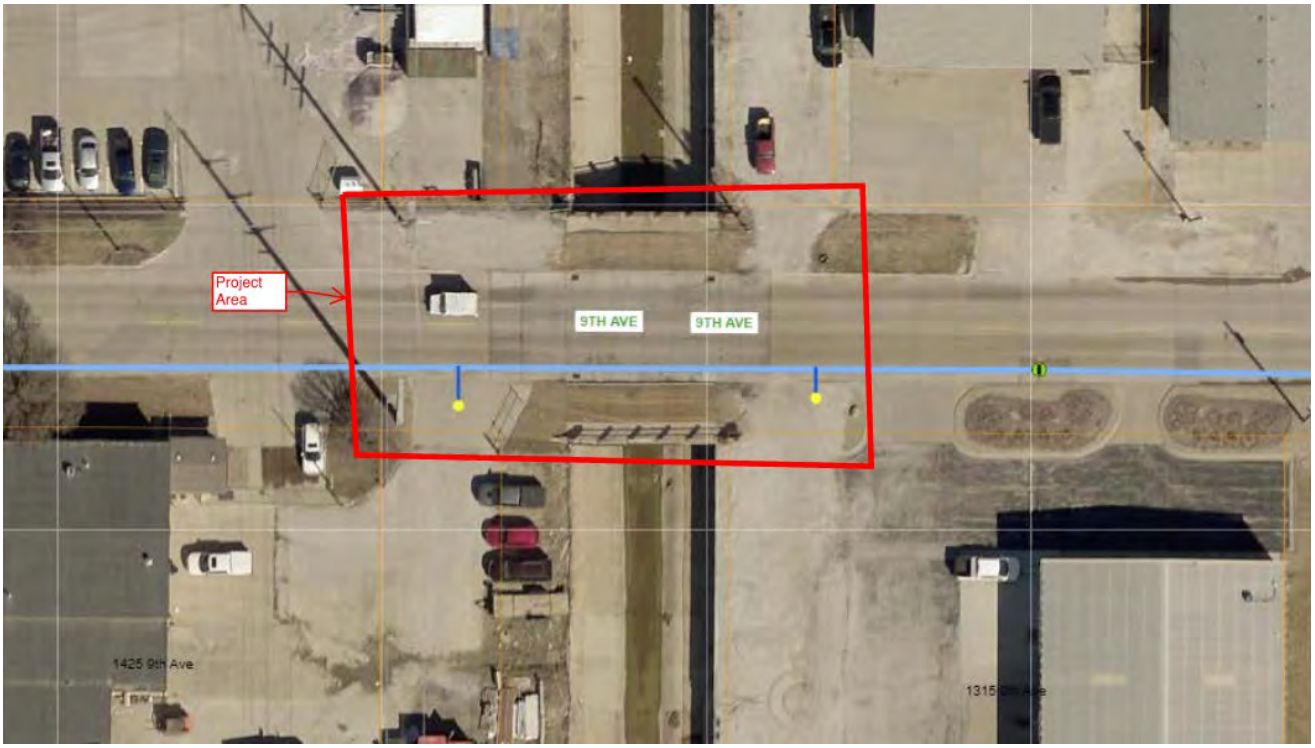
East Manawa Storm Sewer Rehabilitation - Phase 13 - (2024/2025 Carryover)
Cost Estimate: $10,000

This is a joint CBWW/City project consisting of construction of approximately 1,260 linear feet of 10″ ductile iron water main and 40 feet of 8″ water main on Mohawk Street. This water main is approximately 54 years old. We have had 2 main breaks on this water main in the last 25 years.



9th Avenue & Indian Creek Bridge - (2025 Carryover)
Cost Estimate: $250,000 (includes engineering and observation)

This is a joint CBWW/City project consisting of construction of approximately 500 linear feet of 16″ ductile iron water main on the bridge on 9th Avenue over Indian Hills Creek. The City is replacing this bridge, and the existing 16″ water main will not survive the bridge construction.



Avenue B Reconstruction Phase 1 - (2025 Carryover)
Cost Estimate: $200,000 (includes engineering and observation)

This is a joint CBWW/City project consisting of construction of approximately 1,250 feet of 12″ ductile iron water main on Avenue B between 10th Street to 13th Street. We are replacing 4” and 6” water main that is well over 100 years old.



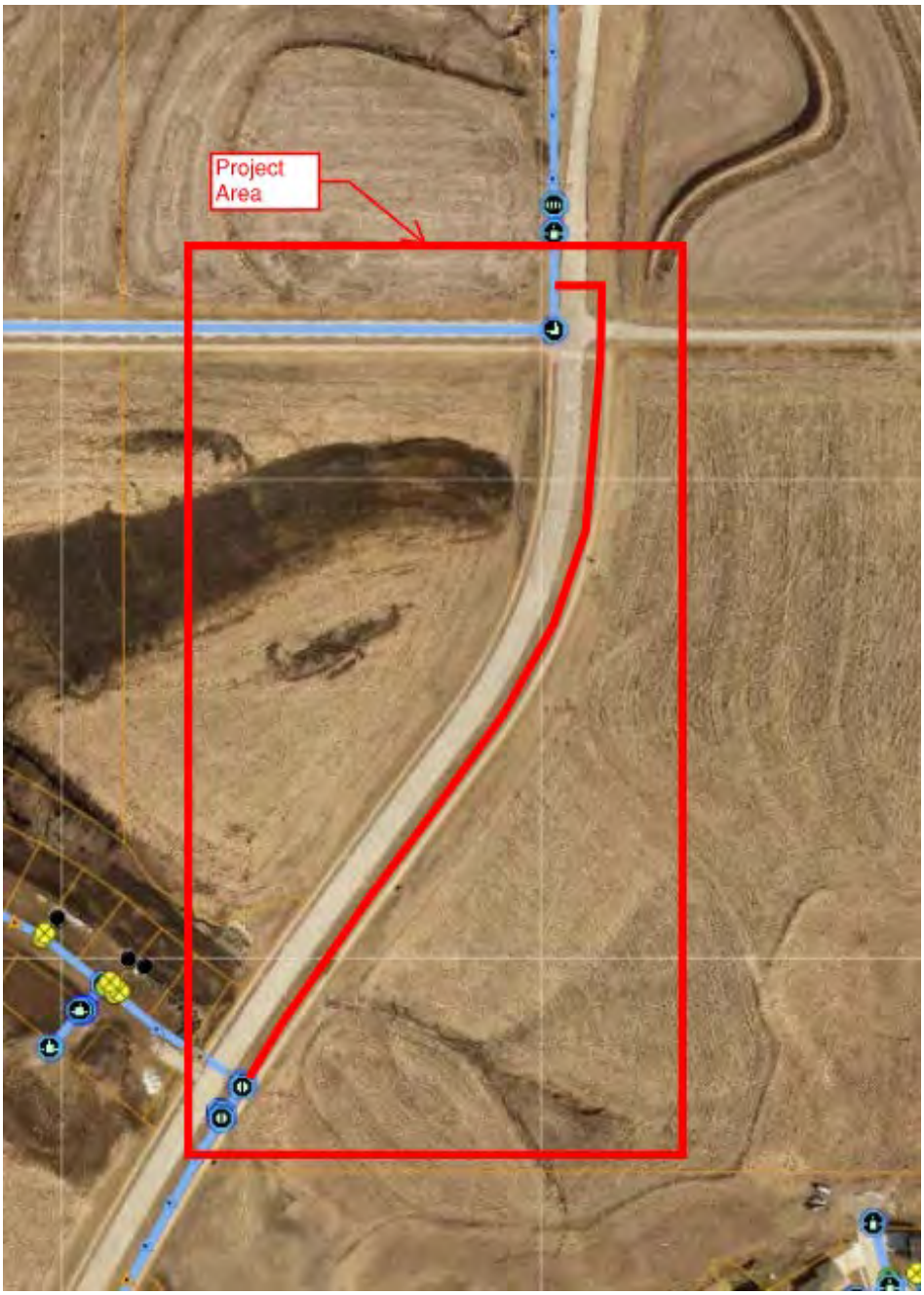
West Graham Reconstruction - (2025 Carryover)
Cost Estimate: $150,000 (includes engineering and observation)

This is a joint CBWW/City project consisting of construction of approximately 150 feet of 16″ ductile iron water main, 200 feet of 10″ ductile iron water main, and 500 feet of 6″ ductile iron water main on West Graham from High Street to Fairmount Avenue. The City is removing the median and reconstructing the sanitary and storm sewers along this section of street.



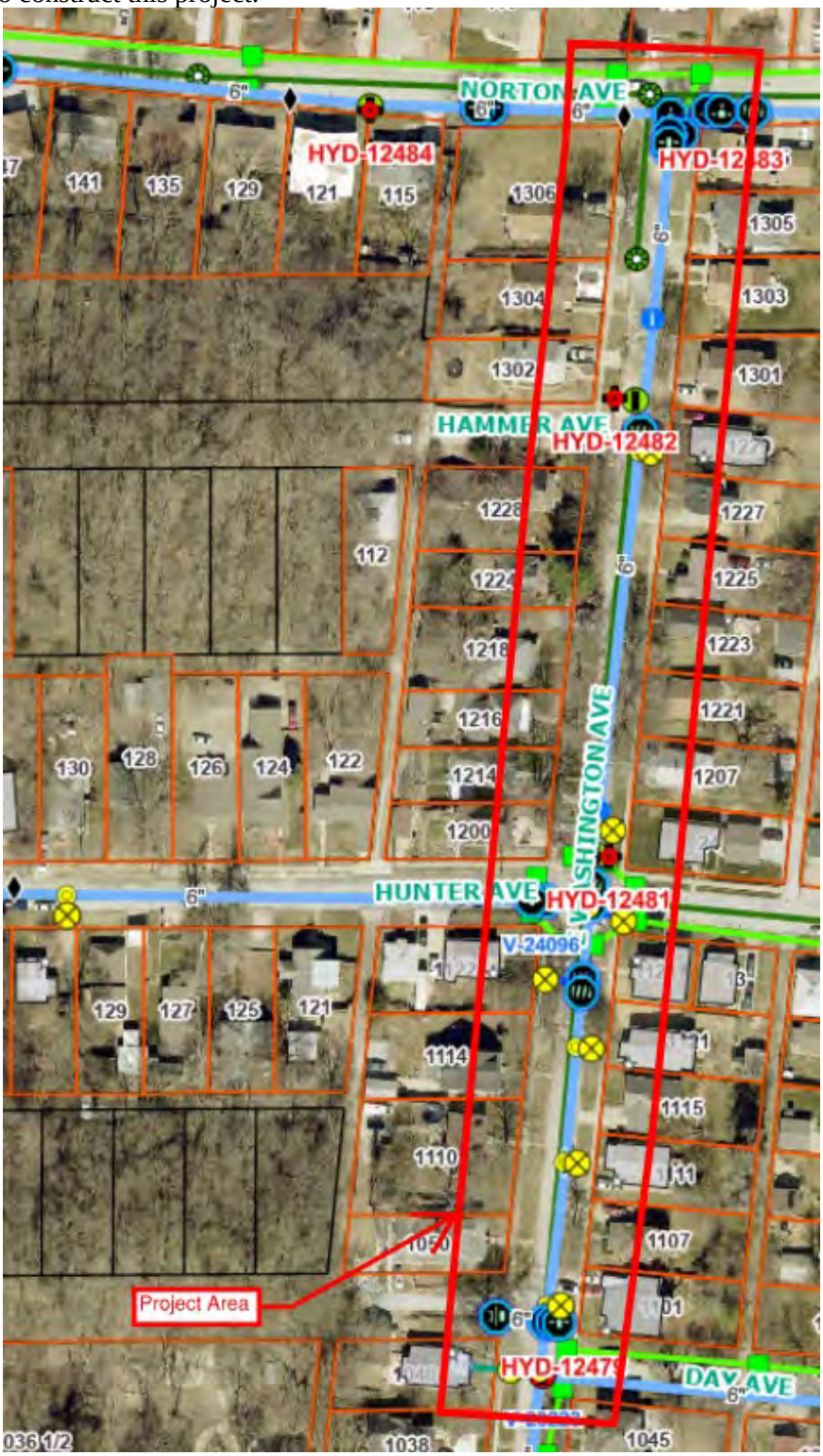
Eastern Hills Drive to Cedar Lane Loop - (2025 Carryover)
Cost Estimate: $60,000

This is a Water Works project consisting of approximately 1500 linear feet of 12” water main on Eastern Hills Drive from West Ardmore Street and Cedar Lane (now Steven Road). This project will create redundant feeds to both the Hills of Cedar Creek area and to the Bent Tree Pump Station. With increased demands from both areas this water main will provide better water feed to the area. We will use CBWW personnel to construct this project.



East Washington Water Main Replacement - (2025 Carryover)
Cost Estimate: $50,000

This project consists of construction of approximately 1000 linear feet of 10″ water main on East Washington Avenue from Day Avenue to Norton Avenue. Currently the City is planning on resurfacing East Washington Avenue between Day Avenue and Norton Avenue soon. The water main in this area is under the street and has had 8 main breaks in the last 25 years, 3 of which have happened in the last couple of years. Before the City resurfaces this area, we would like to replace the water main. This water main is part of our long-range project to replace water mains in this area. We will use CBWW personnel to construct this project.



Bluff & Willow Water Main Replacement - (2025 Carryover)
Cost Estimate: $20,000

This is a Water Works project consisting of construction of approximately 250 linear feet of 3" HDPE water main on Willow Avenue between Bluff Street and 3rd Street. This water main has had 12 main breaks in the last 25 years and is well over 100 years old. We will use CBWW personnel to construct this project.

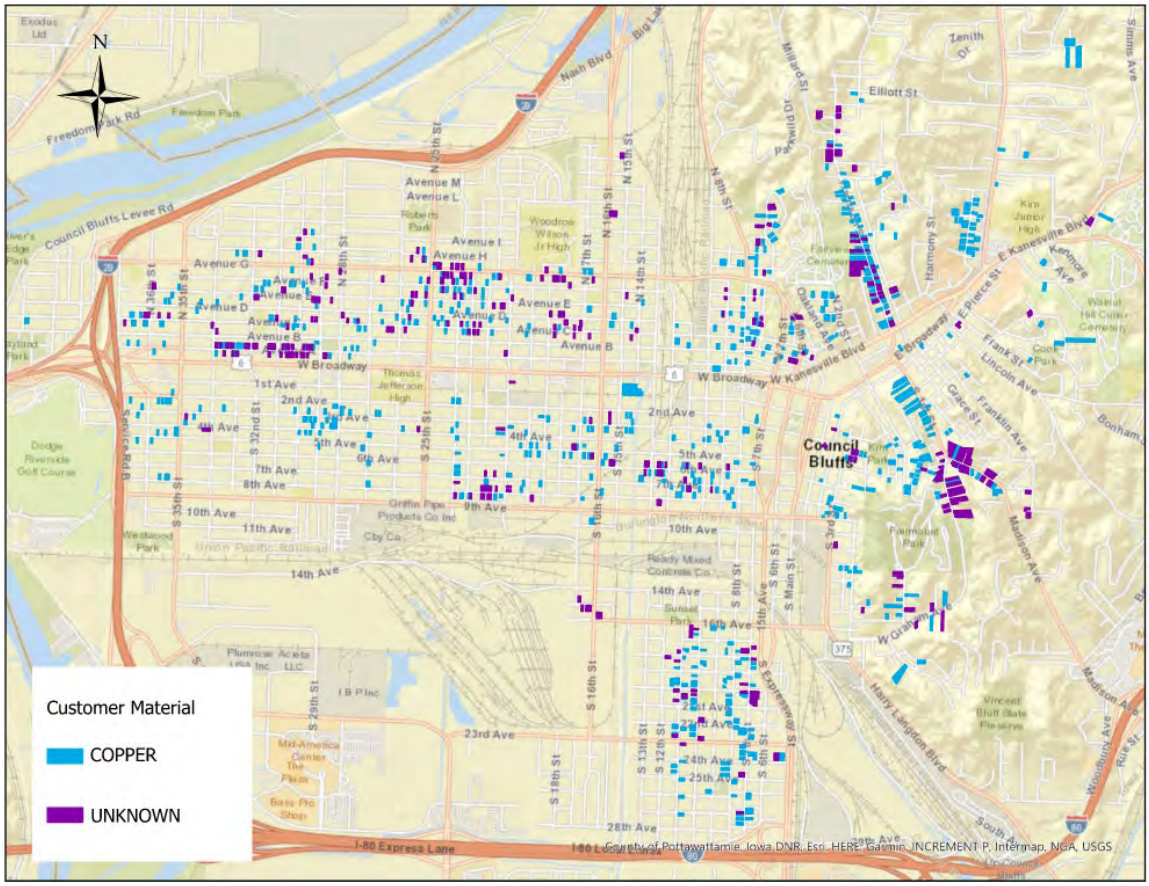


2026 Projects

Lead Service Line Replacement

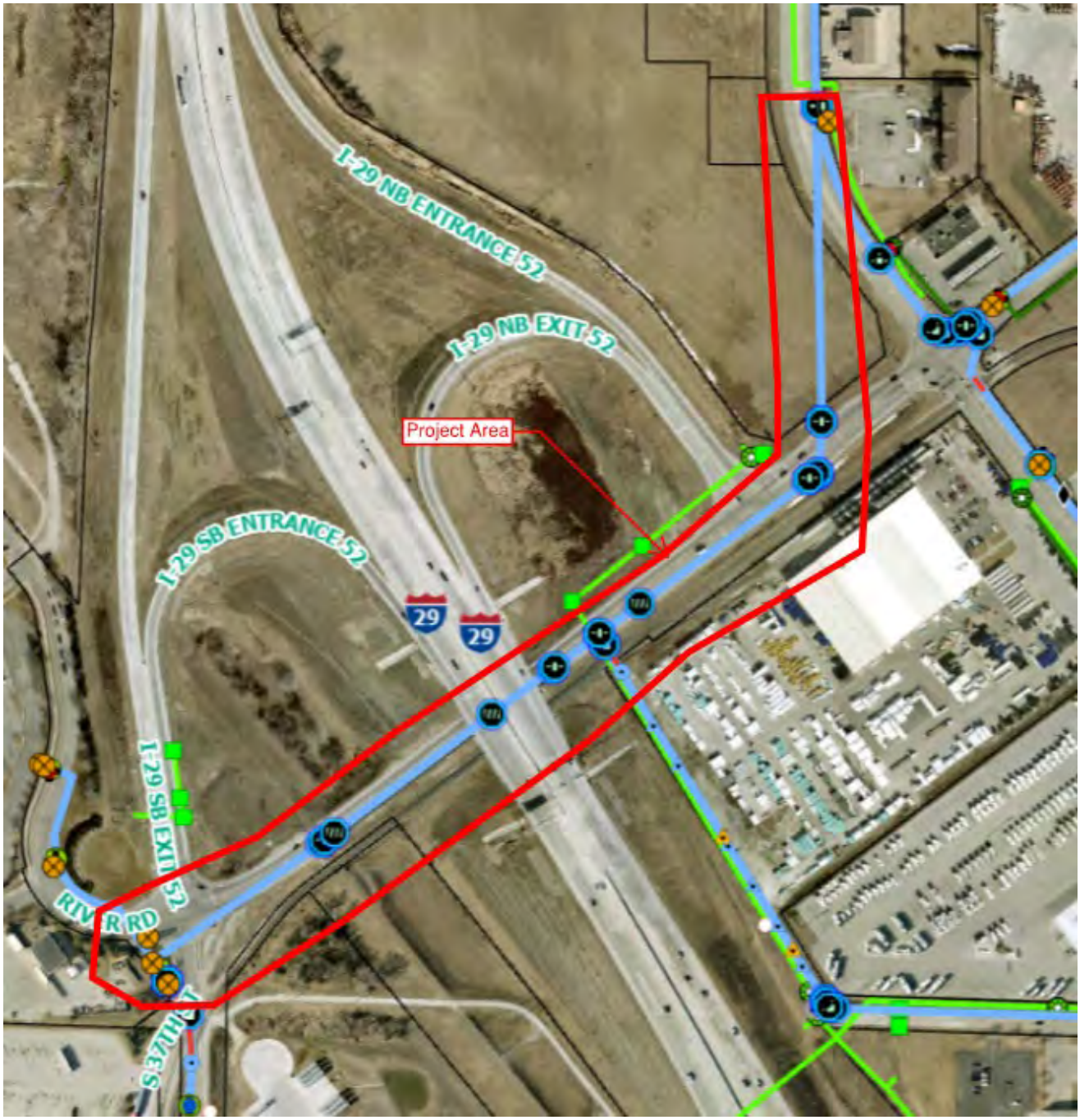
Cost Estimate: $1,000,000

The EPA finalized their updates to the 1991 Lead and Copper Rule in October 2024, now called the LCRI (Lead and Copper Rule Improvements). In this document they mandate the replacement of all Lead Service Lines, Galvanized Requiring Replacement Service Lines, and identification of all Unknown Service Lines within 10 years of the rule taking effect in 2027. Council Bluffs currently has approximately 2,937 Lead Service Lines, 574 Galvanized Replacement Service Lines, and 3,257 Unknown Service Lines. We expect the cost to replace all of the CBWW owned Lead Service Lines to be around $10 Million dollars. The first 1,000 CBWW lead or unknown services we intend to replace or identify are shown on the map below.



Nebraska Avenue Water Main Rehabilitation
Cost Estimate: $540,000 (includes engineering and observation)

This is a Water Works project consisting of rehabilitation of approximately 2,500 feet of 16″ water main on Nebraska Avenue between River Road to S. 35th Street. The water main will be sleeved with a plastic liner rather than replaced. We have had 4 very expensive main breaks on this water main in the last 4 years, 2 of which have happened in 2025.



28th Street Storm Sewer Rehabilitation Phase 5 - 26th to 27th Street
Cost Estimate: $310,000 (includes engineering and observation)

This is a joint CBWW/City project consisting of construction of approximately 650 linear feet of 8" ductile iron water main on Avenue L between N. 26th Street and 2700 Avenue L . This project will replace existing 8" cast iron water main installed in 1961. The existing water main has had 7 breaks over the last 25 years.



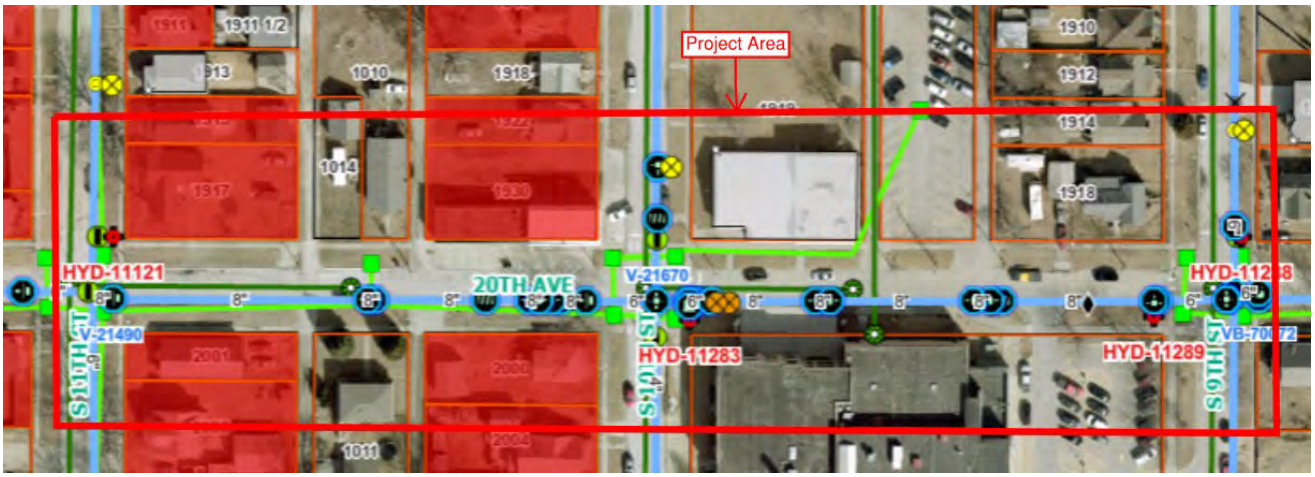
6th Avenue Water Main Replacement – 7th to 12th Street
Cost Estimate: $280,000 (includes engineering and observation)

This is a Water Works project consisting of construction of approximately 2000 linear feet of 8" water main on 6th Avenue between 7th Street and 12th Street. This project will replace existing 4" and 8" cast iron water mains, some of which are well over 100 years old. The existing water main has had 17 breaks over the last 25 years, 7 of which have happened in the last 5 years.



20th Avenue Water Main Replacement – 9th to 11th Street
Cost Estimate: $115,000 (includes engineering and observation)

This is a Water Works project consisting of construction of approximately 850 linear feet of 8" water main on 20th Avenue between 9th Street and 11th Street. This water main is almost 100 years old. The existing water main has had 9 breaks over the last 25 years, with 6 of those breaks happening in the last 5 years.



Avenue B Reconstruction Phase 2 – 8th to 10th Street
Cost Estimate: $105,000 (includes engineering and observation)

This is a joint CBWW/City project consisting of construction of approximately 800 feet of 8″ water main on Avenue B between 10th Street to 8th Street. This water main has had 4 main breaks in the last 25 years and is well over 100 years old.



Miscellaneous Water Main Projects
Cost Estimate: $300,000 (includes engineering and observation)

This item is to cover unforeseen projects that occasionally arise.

METERS

2026 Project

Meter Replacement Program/AMR	$350,000
Large Water Meters	60,000
Total	$410,000

METERS

2026 Project

Meter Replacement Program/Automated Meter Reading (AMR)
Cost Estimate: $350,000

Water meters are the cash registers for the organization. This project will replace and upgrade a manual read residential water meter route with new AMR technology. The radio reading technology reduces meter reading time, improves accuracy and reduces errors.



Large Water Meters
Cost Estimate: $60,000

This will fund preventative maintenance and replacement of large commercial water meters. Large meter maintenance and replacement program ensures that all water is accounted for and generates revenue for the utility.



VEHICLES AND HEAVY EQUIPMENT

2026 Project

Dump Truck #24 – Distribution Department	$160,000
Truck #4 – Facilities and Grounds Department	75,000
Total	$235,000

VEHICLES AND HEAVY EQUIPMENT

2026 Budget

Dump Truck #24 – Distribution Department
Cost Estimate: $200,000

Dump Truck #24 is a 1997 GMC 2 ½ - ton truck with over 160,000 miles. At 28 years old, this vehicle has seen extensive daily use and endured significant wear from heavy-duty operations. The proposed replacement is a single-axle dump truck, selected for its versatility and cost efficiency in hauling materials. With a Gross Vehicle Weight Rating (GVWR) of 33,000 pounds or higher, the new vehicle will meet all capacity requirements.



3/4T Facilities/Grounds Service Truck
Cost Estimate: $75,000

Truck #4 is a 2005 Chevy 2500, currently serving as a service and grounds vehicle. At 20 years old, it has reached the end of its useful life and is due for replacement. This service body truck has significant deterioration, including a hole in the floor and bed, as well as extensive rusting panels. We are looking to replace it with an F-250 or 2500 model with an under-the-hood air compressor.





Council Communication

Department: Finance

Case/Project No.:

Subject/Title

October 2025 City Financials

Background/Discussion

Staff Recommendation

Attachments

October 2025 Expenditures by All.pdf
October Reciepts & Expenditures by Fund.pdf

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

3.K

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

	AMOUNT	DESCRIPTION
A + UNITED RADIATOR REPAIR INC.	$450.00	REPAIRS & MAINTENANCE
ABBEY EDWARDS	$50.00	PROFESSIONAL SVCS
ABC ELECTRIC INC.	$11,742.00	REPAIRS & MAINTENANCE
ABLE LOCKSMITHS	$2,390.00	PROFESSIONAL SVCS
ACE REALTY LLC	$120.00	REFUND
ACUSHNET COMPANY	$802.79	DODGE OPERATING EXPENSE
ADVANCE SOUTHWEST IOWA	$40,625.00	PROFESSIONAL SVCS
AFTERMATH COLLISION CENTER	$4,255.00	REPAIRS & MAINTENANCE
AGRIVISION EQUIPMENT GROUP	$6,993.98	EQUIPMENT/PARTS
AHLERS & COONEY P.C	$54,396.35	LEGAL SERVICES
AIR CLEANING TECHNOLOGIES INC	$860.00	EQUIPMENT/PARTS
AIRVAC, INC.	$42,247.60	EQUIPMENT/PARTS
AK BROWN ENTERPRISES LLC	$8,770.00	EQUIPMENT/PARTS
AKSARBEN FENCE & GATE LLC	$2,540.80	SERVICE LABOR
ALEGENT CREIGHTON HEALTH	$2,000.00	PROFESSIONAL SVCS
ALEX AIR APPARATUS 2 LLC	$12,640.11	EQUIPMENT/PARTS
ALICIA MAE FRIEZE	$40.00	REFUND
ALL COPY PRODUCTS INC	$1,806.30	LEASE
ALLIED OIL & TIRE COMPANY	$562.45	SUPPLIES
ALLISON STOREY	$5.88	REIMB EMPLOYEE EXPENSE
ALLSTAR PRO GOLF	$429.72	DODGE OPERATING EXPENSE
ALVARADO UPHOLSTERING	$275.00	REPAIRS & MAINTENANCE
AMBULANCE REFUNDS	$501.04	REFUND
AMERICAN MESSAGING SERVICES LLC	$17.02	PHONE/INTERNET SVC
AMERICAN NATIONAL BANK	$30.00	BANK SERVICES
AMERICAN TRAFFIC SOLUTIONS, INC.	$35,078.00	PROFESSIONAL SVCS
AMERITAS LIFE INS CORP	$39.48	DODGE OPERATING EXPENSE
AMEX	$3.22	MAC OPERATING EXPENSE
ARNOLD MOTOR SUPPLY, LLP	$6,791.16	EQUIPMENT/PARTS
ARROW TOWING	$9,887.50	TOWING/STORAGE/AUCTION
ATCO MANUFACTURING COMPANY	$1,050.45	SUPPLIES
AUXIANT	$307.87	REFUND
B & K MECHANICAL CONTRACTORS LLC	$0.00	REPAIRS & MAINTENANCE
B G PETERSON COMPANY	$7,020.00	SUPPLIES
BAKER & TAYLOR INC	$3,976.66	BOOKS/PERIODICALS/SUB
BARCO MUNICIPAL PRODUCTS INC	$1,297.75	SUPPLIES
BARNHART CRANE & RIGGING	$5,495.00	EQUIPMENT/PARTS
BATES ROOFING LLC	$29,735.01	REPAIRS & MAINTENANCE
BENEVATE INC	$32,760.00	HARDWARE/SOFTWARE
BERTELSMANN PUBLISHING GROUP, INC.	$826.36	DVD/AUDIO/CD
BEST QUALITY COUNTERTOPS INC	$225.00	REPAIRS & MAINTENANCE
BETTY J KALASEK	$5.00	REFUND
BGNE INC.	$457.58	SUPPLIES
BH MEDIA GROUP INC.	$496.20	ADVERTISEMENT
BILL'S WATER CONDITIONING INC	$135.80	SUPPLIES
BLACK HILLS UTILITY HOLDINGS, INC.	$5,474.08	NATURAL GAS
BLACK STRAP INC	$69,314.06	STREET MAINTENANCE SUPLS
BLACKSTONE AUDIO INC	$67.32	BOOKS/PERIODICALS/SUB
BLUFFS ELECTRIC INC	$7,384.06	ELECTRICAL REPAIR
BLUFFS PAVING & UTILITY INC	$62,075.92	CONSTRUCTION
BOA	$4.33	MAC OPERATING EXPENSE
BOO, INC.	$3,934.88	EQUIPMENT/PARTS
BOUND TO STAY BOUND BOOKS INC	$250.46	BOOKS/PERIODICALS/SUB
BRANDI J HANSON	$12,500.00	TREE WORK

BREAD AND BUTTER US LLC	$7,200.00	PROFESSIONAL SVCS
BRENDA NORTON	$183.40	REIMB EMPLOYEE EXPENSE
BRIAN DUANE GUY	$2,204.60	CONSULTANT
BURTON - MECHANICAL PLUMBING	$68.75	REFUND
CAESARS ENTERTAINMENT	$186,597.82	MAC OPERATING EXPENSE
CALLAWAY	$248.14	DODGE OPERATING EXPENSE
CANON SOLUTIONS AMERICA INC	$6,764.70	COPY/PRINTER MAINTANCE
CARLEY CONSTRUCTION LLC	$163,419.61	CONSTRUCTION
CAROLINA SOFTWARE INC	$750.00	HARDWARE/SOFTWARE
CAROLLO ENGINEERS INC	$10,105.00	PROFESSIONAL SVCS
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY	$5,597.75	EQUIPMENT/PARTS
CBTZGJ ENTERPRISES	$115.00	PROFESSIONAL SVCS
CDW GOVERNMENT LLC	$1,993.76	SUPPLIES
CELLEBRITE USA INC	$29,400.00	HARDWARE/SOFTWARE
CENGAGE LEARNING INC	$574.56	BOOKS/PERIODICALS/SUB
CENTER POINT LARGE PRINT	$299.64	BOOKS/PERIODICALS/SUB
CENTURYLINK	$1,786.90	PHONE/INTERNET SVC
CERC LLC	$600.00	PUBLIC EVENTS
CERTIFIED POWER INC	$959.70	EQUIPMENT/PARTS
CFI TIRE SERVICE	$622.45	TIRE REPLACEMENT/REPAIR
CHAD M PEARCE	$567.00	REIMB EMPLOYEE EXPENSE
CHAMPLIN TIRE RECYCLING INC	$5,292.00	TIRE DISPOSAL
CHRISTINE D ANDERSON	$28.00	REIMB EMPLOYEE EXPENSE
CIP II BCL TENANT	$30.00	REFUND
CITY EMPLOYEE PAYROLL	$3,635,170.78	EMPLOYEE PAYROLL
CITY OF COUNCIL BLUFFS-DEPENDENT	$2,411.12	PAYROLL RELATED
CITY OF COUNCIL BLUFFS-FLEX	$11,139.72	PAYROLL RELATED
CIVICPLUS	$4,410.00	HARDWARE/SOFTWARE
CLERK OF THE DISTRICT COURT	$407.98	PAYROLL RELATED
CLEVENGER RODNEY S-RUTH L	$128.00	REFUND
CLOUD DEFENSIVE LLC	$8,074.70	EQUIPMENT/PARTS
CLYDE ARMORY INC	$57,570.00	EQUIPMENT/PARTS
COLLECTION SERVICES CENTER	$8,261.17	PAYROLL RELATED
COLUMN SOFTWARE PBC	$96.19	LEGAL SERVICES
COMPASS UTILITY LLC	$980,327.88	CONSTRUCTION
COMPASSCOM SOFTWARE CORPORATION	$9,875.00	HARDWARE/SOFTWARE
CONTINENTAL FIRE/ALARM	$974.64	PROFESSIONAL SVCS
CORNHUSKER INTERNATIONAL TRUCKS	$10,480.48	EQUIPMENT/PARTS
COUNCIL BLUFFS AIRPORT AUTHORITY	$405,070.61	AIRPORT AUTH TAX
COUNCIL BLUFFS CONVENTION & VISITORS BUREAU	$225,353.70	CONTRIBUTIONS
COUNCIL BLUFFS WATER WORKS	$35,118.48	WATER
COUNCIL BLUFFS WINSUPPLY	$6,340.52	SUPPLIES
COUNCIL HITCH & TRUCK ACCESSORIES	$142.00	EQUIPMENT/PARTS
COX BUSINESS	$729.25	DODGE OPERATING EXPENSE
COX COMMUNICATION INC	$19,657.51	PHONE/INTERNET SVC
CUBIC CORPORATION AND SUBSIDIARIES	$1,650.00	HARDWARE/SOFTWARE
CURTIS A OR GRACE M MUELLER	$726.00	REFUND
D & D CONSTRUCTION SERVICES INC	$2,160.00	CONSTRUCTION
D & E LLC	$5,730.00	MOWING/GROUNDS MAINT
D & K PRODUCTS	$3,154.63	DODGE OPERATING EXPENSE
D I M M N LLC	$35.00	REFUND
DALES TRASH SERVICE INC	$4,998.00	RENTAL EXPS
DAN & DAWN CLOYD	$35.00	REFUND
DAN BECKMANN	$2,850.28	JANITORIAL SERVICE
DANIEL BETTMANN	$23.66	REIMB EMPLOYEE EXPENSE
DANIEL KANE	$75.00	REFUND
DANKO EMERGENCY EQUIPMENT CO	$1,377.00	SUPPLIES
DATASHIELD CORPORATION	$63.00	SERVICE LABOR
DAVID A NEWMAN	$1,580.00	TRAINING

DAVID C ANDERSEN	$128.00	CONSTRUCTION
DAVID C ANDERSEN	$35.00	REFUND
DAVIS EQUIPMENT CORPORATION	$1,533.09	EQUIPMENT/PARTS
DEBRA BARTLETT	$354.00	REFUND
DEE ANN ELAM	$15.00	REFUND
DELL MARKETING L P	$33,816.51	HARDWARE/SOFTWARE
DEPARTMENTWARE INC	$17,000.00	HARDWARE/SOFTWARE
DESPAIN & ASSOCIATES INC	$4,590.00	HARDWARE/SOFTWARE
DIGITECH COMPUTER LLC	$32,856.32	AMBULANCE BILLING FEE
DINGES PARTNERS GROUP LLC	$10,922.00	SAFETY EQUIP & MAINTENANCE
DMG INC	$19,301.75	ELECTRICAL REPAIR
DODGE BANK & CR CARD FEES	$2,655.58	DODGE OPERATING EXPENSE
DODGE RIVERSIDE PAYROLL	$54,064.09	DODGE OPERATING EXPENSE
DODGE RIVERSIDE SALES TAX	$4,627.64	DODGE OPERATING EXPENSE
DOLL DISTRIBUTING	$2,419.30	DODGE OPERATING EXPENSE
DOLL DISTRIBUTION	$3,050.28	MAC OPERATING EXPENSE
DONNA L TROUT	$520.00	PUBLIC EVENTS
DP MANAGEMENT LLC	$69,240.43	MOWING/GROUNDS MAINT
DPS LLC	$9,947.80	CONTRACT AGREEMENT
DRAKE-WILLIAMS STEEL INC	$3,937.11	REPAIRS & MAINTENANCE
DULTMEIER SALES LLC	$142.41	SUPPLIES
DUNLOP SPORTS AMERICAS	$3,150.15	DODGE OPERATING EXPENSE
DXP ENTERPRISES INC	$1,288.61	EQUIPMENT/PARTS
EA ENGINEERING SCIENCE AND TECHNOLOGY INC	$4,720.00	CONSULTANT
EAGLE TIRE DISTRIBUTORS	$1,488.00	TIRE REPLACEMENT/REPAIR
ECHO GROUP	$958.38	SUPPLIES
ECOSOLUTIONS INC	$1,150.89	SUPPLIES
ECO-STORAGE INVESTMENTS INC	$57,095.11	SOLID WASTE DISPOSAL
EDWARDS CHEVROLET-CADILLAC INC	$2,016.36	EQUIPMENT/PARTS
EFTPS	$970,229.97	PAYROLL RELATED
EHRHART GRIFFIN & ASSOCIATES INC	$36,040.40	CONSULTANT
ELAVON INC	$1,070.21	FEES
ELECTRIC PUMP	$18,487.00	EQUIPMENT/PARTS
ELISA CRUZ	$132.44	REIMB EMPLOYEE EXPENSE
ELMAN	$75.00	DODGE OPERATING EXPENSE
EM & LIVS HARD BEAN COFFEE LLC	$100.00	REFUND
EMPLOYERS MUTUAL CASUALTY COMPANY	$425,970.18	INSURANCE
ENGINEERING TECHNOLOGIES INC	$3,187.50	CONSULTANT
EOCENE ENVIRONMENTAL GROUP INC	$19,837.27	PROFESSIONAL SVCS
EQUITABLE RETIREMENT SERVICE SOLUTIONS	$166,403.98	PAYROLL RELATED
ERIN M MCCARTNEY	$591.00	PAYROLL RELATED
ERRIN K GUNDERSON	$3,692.00	MOWING/GROUNDS MAINT
EYMAN PLUMBING INC	$197.25	CONSTRUCTION
FACTORY MOTOR PARTS	$2,394.14	EQUIPMENT/PARTS
FASTENAL COMPANY	$233.90	SUPPLIES
FELD FIRE	$3,474.44	EQUIPMENT/PARTS
FELSBURG HOLT & ULLEVIG INC	$55,696.00	PROFESSIONAL SVCS
FINTECH	$220.00	DODGE OPERATING EXPENSE
FIREGUARD, LLC	$3,629.70	REPAIRS & MAINTENANCE
FIRESPRING PRINT INC	$2,294.26	PRINTING/BINDING
FIRST NATIONAL BANK	$3,607.70	DODGE OPERATING EXPENSE
FIRST WIRELESS INC	$201.06	EQUIPMENT/PARTS
FLEXIM AMERICAS CORPORATION	$4,560.13	EQUIPMENT/PARTS
FONTENELLE FOREST	$300.00	PROFESSIONAL SVCS
FORTE PAYMENT SYSTEMS INC	$2,286.08	EQUIPMENT/PARTS
FOSTERS INC	$2,225.00	EQUIPMENT/PARTS
FUSION BOILER WORKS, INC.	$17,990.00	REPAIRS & MAINTENANCE
GENIE SERVICES LLC	$680.00	PEST CONTROL
GEORGE P SR ALETA AMIEDL	$30.00	REFUND

GERMANIA SEED COMPANY	$2,311.87	SUPPLIES
GIBBS RENTAL & SALES	$76.30	BUSINESS ASSISTANCE PROGRAM
GLOBAL PAYMENTS DIRECT, INC	$10,814.66	CREDIT CARD CHGS
GM DODGE CHARITABLE TRUST	$1,056.62	DODGE TRUST REIMBURSEMENT
GOVDIRECT INC	$26,240.76	HARDWARE/SOFTWARE
GREAT AMERICA FINANCIAL SERV	$237.35	DODGE OPERATING EXPENSE
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	$5,573.98	PHONE/INTERNET SVC
GREAT PLAINS UNIFORMS	$1,906.92	UNIFORMS
GREATER OMAHA REFRIGERATION	$335.00	SERVICE LABOR
HACH COMPANY	$1,705.00	EQUIPMENT/PARTS
HACHETTE BOOK GROUP	$5,000.00	PUBLIC EVENTS
HARMS OIL COMPANY	$47,450.31	FUEL
HEARTLAND CO-OP	$436.06	FUEL
HEARTLAND DOCUMENT SERVICES INC.	$1,485.00	JANITORIAL SERVICE
HEARTLAND TIRES & TREADS INC	$6,251.89	TIRE REPLACEMENT/REPAIR
HERITAGE LANDSCAPE SUPPLY GROUP INC	$16,870.86	SUPPLIES
HGM ASSOCIATES INC	$141,862.74	CONSULTANT
HOME PRIDE CONTRACTORS	$60.00	REFUND
HUFFMAN ENGINEERING INC	$8,437.50	CONSTRUCTION
HUTCHESON ENGINEERING PRODUCTS INC	$18,560.98	EQUIPMENT/PARTS
HY VEE, INC.	$6,499.04	PROPERTY ACQUISITION
I-80 LIQUOR	$1,297.62	DODGE OPERATING EXPENSE
INGRAM LIBRARY SERVICES LLC	$4,790.54	BOOKS/PERIODICALS/SUB
INLAND TRUCK PARTS COMPANY INC	$105.42	EQUIPMENT/PARTS
INTECONNEX LLC	$118,709.36	EQUIPMENT/PARTS
INTERGRAPH CORPORATION	$133,392.87	HARDWARE/SOFTWARE
INTERSTATE POWERSYSTEMS	$1,018.57	EQUIPMENT/PARTS
IOWA COMMUNICATIONS NETWORK	$300.00	PHONE/INTERNET SVC
IOWA DEPARTMENT OF HUMAN SERVICES	$69,584.42	AMBULANCE BILLING FEE
IOWA DEPARTMENT OF NATURAL RESOURCE	$115.00	FEES
IOWA DEPARTMENT OF PUBLIC SAFETY	$250.00	TRAINING
IOWA DEPARTMENT OF REVENUE	$9,557.04	MAC OPERATING EXPENSE
IOWA DEPT OF AGRICULTURE & LAND STEWARDSHIP	$201.00	CONTRACT AGREEMENT
IOWA DEPT OF REVENUE	$157,906.00	PAYROLL RELATED
IOWA DEPT OF TRANSPORTATION	$14,152.50	CONSULTANT
IOWA LAW ENFORCEMENT ACADEMY	$5,725.00	TRAINING
IOWA PRISON INDUSTRIES	$9,175.40	SUPPLIES
IOWA WASTE SERVICES HOLDINGS INC	$46,307.01	SOLID WASTE DISPOSAL
IOWA WESTERN COMMUNITY COLLEGE	$2,500.00	PROFESSIONAL SVCS
IOWA WORKFORCE DEVELOPMENT	$600.00	FEES
IOWA WORKFORCE DEVELOPMENT	$1,254.00	UNEMPLOYEMENT
IP PATHWAYS LLC	$34,564.00	HARDWARE/SOFTWARE
IPERS	$249,464.49	PAYROLL RELATED
ISPRING SOLUTIONS INC	$1,170.00	SUBSCRIPTION
J & J SMALL ENGINE SERVICE	$417.80	EQUIPMENT/PARTS
J & R LIQUOR	$1,059.88	MAC OPERATING EXPENSE
J K S PROPERTY MANAGEMENT LLC	$105.00	REFUND
J&M GOLF	$756.33	DODGE OPERATING EXPENSE
J.B. POINDEXTER & CO., INC.	$154.71	EQUIPMENT/PARTS
JACKSON ABBOT MICHAEL	$2,000.00	DODGE OPERATING EXPENSE
JAMES J O'NEILL	$35.00	REFUND
JAMES PALMER	$775.00	PROFESSIONAL SVCS
JAMES W BREWER	$453.00	REFUND
JAMIE HANSEN	$1.75	REFUND
JASON MCANDREWS	$47.00	REFUND
JASON UNGER	$150.00	REFUND
JAY S HOSLER	$100.00	REFUND
JEFFREY R CAYLER	$7,672.46	CONSULTANT
JEFFREY T KOUBA	$74.90	PROFESSIONAL SVCS

JEFF'S WASH & GLO LTD	$1,710.00	REPAIRS & MAINTENANCE
JEO CONSULTING GROUP INC	$158,157.58	CONSULTANT
JEREMY PATRICK LOGAN	$2,211.60	CONSULTANT
JESSE BOLEN	$15.00	REFUND
JIMETT MCDUFFIE	$73.00	REFUND
JODI R QUAKENBUSH	$184.80	REIMB EMPLOYEE EXPENSE
JOHN & LORRIE REDDISH	$60.00	REFUND
JONES AUTOMOTIVE	$29,733.25	EQUIPMENT/PARTS
JORDON L PENNING	$40.64	REIMB EMPLOYEE EXPENSE
JOSHUA P HUGHES	$146.78	REIMB EMPLOYEE EXPENSE
JULIETA R AQUINO SHENEFIELD	$140.00	CONSULTANT
K9 BED BUG DETECTION OF NEBRASKA LLC	$500.00	PROFESSIONAL SVCS
KARL CHEVROLET, INC.	$254,640.40	VEHICLES
KAYS CUSTOMS LLC	$4,000.00	SERVICE LABOR
KELLI KYLE	$980.00	MOWING/GROUNDS MAINT
KELLY SUPPLY COMPANY	$1,271.18	EQUIPMENT/PARTS
KIMBERLEE SMITH	$10.00	REFUND
KIRVIDA FIRE INC	$6,772.25	PROFESSIONAL SVCS
KRIHA FLUID POWER COMPANY INC.	$939.70	EQUIPMENT/PARTS
KRISTINE L SINCLAIR	$150.00	LIBRARY PREFORMANCES
KUSSMAUL ELECTRONICS LLC	$890.85	SUPPLIES
KUSTOM SIGNALS INC	$17,039.76	SUPPLIES
L MARK STONE	$5,153.75	HARDWARE/SOFTWARE
LANDSCAPES MANAGEMENT	$9,025.83	DODGE OPERATING EXPENSE
LARSEN SUPPLY COMPANY INC	$6,344.88	SUPPLIES
LASER TECHNOLOGY INC.	$6,555.00	EQUIPMENT/PARTS
LAURA CLEAVELAND	$943.00	EQUIPMENT/PARTS
LAUREN VANA	$500.00	PUBLIC EVENTS
LAWSON PRODUCTS INC	$2,721.68	SUPPLIES
LIFE ASSIST INC	$272.54	MEDICAL SERVICES
LIGHTSPEED	$966.55	DODGE OPERATING EXPENSE
LINDA S HAVEN TRUST	$42.00	REFUND
LOCHLAND HOLDINGS LTD	$25.00	REFUND
LOESS HILLS PROPERTIES LLC	$35.00	REFUND
LORETTA GOESCHEL	$30.80	REIMB EMPLOYEE EXPENSE
LORI GASCOIGNE	$35.00	REFUND
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$5,130.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$340.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$4,700.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$1,350.00	PAYROLL RELATED
LYMAN RICHEY SAND & GRAVEL	$2,247.94	DODGE OPERATING EXPENSE
LYMAN RICHEY SAND & GRAVEL COMPANY	$101,023.74	STREET MAINTENANCE SUPLS
LYNCH DALLAS, P.C.	$80.00	ATTORNEY FEES
M & R WELDING	$5,699.00	WELDING SUPPLIES/SERVICE
M&E PLASTIC REPAIR	$1,200.00	REPAIRS & MAINTENANCE
MAC INVESTMENTS	$105.00	REFUND
MACQUEEN EQUIPMENT, LLC	$484.41	EQUIPMENT/PARTS
MALINA DOBSON	$218.06	REIMB EMPLOYEE EXPENSE
MARCO HOLDINGS, LLC	$10,575.83	COPY/PRINTER MAINTANCE
MARTIN RESOURCE MANAGEMENT	$728.00	SUPPLIES
MATERIAL MATTERS INC	$2,095.00	HARDWARE/SOFTWARE
MATHESON TRI GAS INC.	$46.60	SUPPLIES
MATTHEW PRESTON	$771.06	PUBLIC EVENTS
MAX I WALKER UNIFORM & APPAREL	$2,735.32	UNIFORMS
MCCLURE ENGINEERING CO	$21,895.81	ENGINEERING
MCINTOSH PLUMBING INC	$10,200.00	PLUMBING NEW OR REPAIR
MCMULLEN FORD INC	$1,826.04	EQUIPMENT/PARTS
MECO-HENNE CONTRACTING INC	$417,804.49	CONSTRUCTION
MEGAN BANNISTER	$250.00	PUBLIC EVENTS

MENARD INC.	$79.88	SUPPLIES
MES I ACQUISITION INC	$16,150.11	EQUIPMENT/PARTS
METOLIUS LLC	$919.00	DODGE OPERATING EXPENSE
METRO WASTE AUTHORITY	$13,737.70	SERVICE LABOR
MFPRSI	$827,362.55	PAYROLL RELATED
MICAH HOUSE CORP	$43,678.30	CONTRACT AGREEMENT
MICHAEL O'BRADOVICH	$1,800.00	LEGAL SERVICES
MID AMERICAN SIGNAL INC	$22,026.00	EQUIPMENT/PARTS
MIDAMERICAN ENERGY COMPANY	$150,607.51	ELECTRICITY
MIDLANDS HUMANE SOCIETY	$13,280.75	CONTRACT AGREEMENT
MIDLANDS PRINTING & BUSINESS FORMS	$17,471.43	PRINTING/BINDING
MIDWEST DISTRIBUTING CORPORATION	$250.40	LEASE
MIDWEST FIRE PROTECTION	$738.99	SAFETY EQUIP & MAINTENANCE
MIDWEST MEDICAL & SAFETY INC	$223.60	MEDICAL SERVICES
MIDWEST RESEARCH & SETTLEMENT SERVICES, INC.	$200.00	PROFESSIONAL SVCS
MIDWEST RESEARCH AND SETTLEMENT SERVICES	$83.00	REFUND
MIDWEST TAPE, LLC	$6,130.44	DVD/AUDIO/CD
MIDWEST TURF & IRRIGATION	$2,085.95	EQUIPMENT/PARTS
MIDWEST TURF & IRRIGATION	$314.40	DODGE OPERATING EXPENSE
MIDWEST WHEEL COMPANIES	$650.76	EQUIPMENT/PARTS
MINT GREEN GROUP USA	$2,298.28	DODGE OPERATING EXPENSE
MIRACLE RECREATION EQUIPMENT CO INC	$8,735.57	EQUIPMENT/PARTS
MMIS HOLDINGS LLC	$2,765.00	REPAIRS & MAINTENANCE
MONROE TRUCK EQUIPMENT, INC.	$6,525.85	EQUIPMENT/PARTS
MOODYS INVESTORS SERVICE	$22,000.00	PROFESSIONAL SVCS
MOORE'S SERVICE INCORPORATED	$42,260.00	SERVICE LABOR
MOTION INDUSTRIES INCORPORATED	$181.86	SUPPLIES
MOTOROLA SOLUTIONS INC	$51,333.60	EQUIPMENT/PARTS
MUNICIPAL SUPPLY INCORPORATED	$2,082.00	EQUIPMENT/PARTS
MURPHY TRACTOR & EQUIPMENT CO CORP	$118.40	EQUIPMENT/PARTS
NANCY N PIETRZAK	$120.00	PUBLIC EVENTS
NAPA AUTO PARTS	$5,304.98	EQUIPMENT/PARTS
NATIONAL CONCRETE CUTTING INC	$6,646.65	REPAIRS & MAINTENANCE
NEBRASKA AIR FILTER INC	$1,083.84	SUPPLIES
NEBRASKA CHILD SUPPORT PAYMENT CTR	$1,988.34	PAYROLL RELATED
NEBRASKA GOLF AND TURF	$3,174.26	DODGE OPERATING EXPENSE
NEBRASKA IOWA SUPPLY CO INC	$11,112.65	FUEL
NEBRASKA TEXTILE AND SUPPLY	$264.75	DODGE OPERATING EXPENSE
NEBRASKA TOTAL CARE	$215.33	REFUND
NEENAH FOUNDRY CO.	$18,918.00	SUPPLIES
NEW VISIONS HOMELESS SERVICES	$15,000.00	GRANT REIMBURSEMENT
NEXT PHASE ENVIRONMENTAL	$7,400.00	MOWING/GROUNDS MAINT
NIXON CONSTRUCTION INC	$34,284.25	CONTRACT AGREEMENT
NMC INC.	$4,825.17	EQUIPMENT/PARTS
NORTH AVE TOWER APTS LTD	$25.00	REFUND
NUCO PUMP SALES AND SERVICE	$80.25	DODGE OPERATING EXPENSE
OMAHA CHILDRENS MUSEUM	$1,100.00	PUBLIC EVENTS
OMAHA DOOR & WINDOW CO INC	$2,454.16	REPAIRS & MAINTENANCE
OMAHA PNEUMATIC EQUIPMENT COMPANY	$0.00	SUPPLIES
OMAHA SLINGS INCORPORATED	$416.63	SUPPLIES
OMAHA TRUCK CENTER COMPANY INC.	$70.13	EQUIPMENT/PARTS
OMJC SIGNAL, INC.	$340.33	STREET MAINTENANCE SUPLS
OMNI ENGINEERING	$14,332.83	STREET MAINTENANCE SUPLS
ONE SOURCE THE BACKGROUND CHECK COMPANY	$54.30	CONSULTANT
O'REILLY AUTOMOTIVE INC	$137.24	EQUIPMENT/PARTS
OUTDOOR POWER GROUP INC	$890.00	EQUIPMENT/PARTS
OVERDRIVE INC	$1,898.66	BOOKS/PERIODICALS/SUB
PARKS & REC REFUNDS	$1.75	REFUND
PASSPORT LABS INC	$2,944.15	PARKING FEES

PATRICK O BRIEN	$98.00	REIMB EMPLOYEE EXPENSE
PATTON EQUIPMENT COMPANY INC	$1,038.00	EQUIPMENT/PARTS
PAYROLL	$184,034.75	MAC OPERATING EXPENSE
PEPSI BEVERAGES CO	$1,596.01	DODGE OPERATING EXPENSE
PER MAR SECURITY & RESEARCH CORP	$898.40	ALARM SECURITY
PERFECTION PLUS	$7,818.41	JANITORIAL SERVICE
PETERSON CONTRACTORS INC	$1,015,095.04	CONSTRUCTION
PFM FINANCIAL ADVISORS LLC	$29,552.25	PROFESSIONAL SVCS
PHILIP L ASCHEMAN	$300.00	CONSULTANT
PHYSICIANS CLINIC INC	$656.00	CONSULTANT
PITNEY BOWES GLOBAL FINANCIAL LLC	$718.83	POSTAGE & PRINTING
PITNEY BOWES INC.	$2,500.00	POSTAGE & PRINTING
POLICE RECORDS & INFORMATION MANAGMENT GRP INC	$7,150.00	SUBSCRIPTION
POLK COUNTY SHERIFF	$2,570.54	PAYROLL RELATED
POM INCORPORATED	$4,414.00	EQUIPMENT/PARTS
POSTMASTER	$10.70	MAC OPERATING EXPENSE
POTTAWATTAMIE COUNTY AUDITOR	$43,110.38	FEES
POTTAWATTAMIE COUNTY SHERIFF	$8,245.00	INMATE COST
POTTAWATTAMIE COUNTY TREASURER	$74,977.25	FEES
PREMIER	$1,382.86	MAC OPERATING EXPENSE
PREMIER GLAZER'S BEVS	$1,388.60	DODGE OPERATING EXPENSE
PRINCIPAL	$421.52	DODGE OPERATING EXPENSE
PRO LABEL-DECAL BANNER CO	$150.00	SUPPLIES
PROMOTION, INC.	$756.00	SUBSCRIPTION
PROTECH COMMERCIAL VEHICLE OUTFITTERS INC	$588.62	EQUIPMENT/PARTS
RANDY MAWHINEY	$50.00	REFUND
RAPIDSCALE INC	$3,509.90	SUBSCRIPTION
RASMUSSEN MECHANICAL SERVICES INC	$776,977.66	EQUIPMENT/PARTS
RDG PLANNING & DESIGN	$3,301.95	CONSULTANT
RED LIGHT REFUNDS	$501.00	REFUND
RELIANCE STANDARD LIFE INSURANCE CO	$49,777.69	PAYROLL RELATED
RELIANT FIRE APPARATUS INC	$1,694.35	EQUIPMENT/PARTS
RICHARD BERGERON	$250.00	HARDWARE/SOFTWARE
RICHARD HARRISON	$21,778.00	PUBLIC EVENTS
RIVERS EDGE BANK FEES	$45.75	RIVERS EDGE GARAGE EXPENSE
RJN GROUP	$1,312.50	ENGINEERING
RLKM INC	$1,184.20	REPAIRS & MAINTENANCE
RODNEY JOHNSON	$9,166.66	SERVICE LABOR
ROSE HOLDING, INC.	$294.76	EQUIPMENT/PARTS
ROTELLAS ITALIAN BAKERY	$353.63	DODGE OPERATING EXPENSE
SAFETY & HEALTH COUNCIL OF GREATER OMAHA, INC.	$1,019.00	DUES/MEMBERSHIP
SAFETY KLEEN SYSTEMS, INC	$249.80	SERVICE LABOR
SAPP BROTHERS INC	$2,180.71	FUEL
SCHINDLER ELEVATOR CORPORATION	$415.88	REPAIRS & MAINTENANCE
SCHULTZ ENTERPRISES INC	$7,488.00	CONTRACT LABOR
SCP WOS LOWER HOLDCO LLC	$454.85	EQUIPMENT/PARTS
SECURITY EQUIPMENT INCORPORATED	$4,161.73	ALARM SECURITY
SHAWN W MCKEE	$183.00	REIMB EMPLOYEE EXPENSE
SHERWIN WILLIAMS	$45.29	SUPPLIES
SISTER CITIES INTERNATIONAL INC	$810.00	DUES/MEMBERSHIP
SJ ELECTRO SYSTEMS INC	$8,950.00	EQUIPMENT/PARTS
SM2 LLC	$1,222.00	PUBLIC EVENTS
SMA ENTERPRISES INC.	$1,081.83	EQUIPMENT/PARTS
SNYDER & ASSOCIATES INC	$8,759.57	CONSULTANT
SOIL DYNAMICS COMPOSTING FARM INC	$4,750.00	PROFESSIONAL SVCS
SOUTHWEST IOWA NARCOTICS	$45,760.44	FEES
SOUTHWEST IOWA PLANNING COUNCIL	$36,193.00	TRANSIT SERVICES
ST LUKE'S HEALTH RESOURCES	$504.00	CONSULTANT
STEPHANIE HARDEN	$60.90	REIMB EMPLOYEE EXPENSE

STONCOR GROUP INC	$9,550.00	REPAIRS & MAINTENANCE
STUDIO 15 COMMERCIAL INTERIORS INC	$57,510.17	PROFESSIONAL SVCS
SUNFLOWER	$30.00	REFUND
SUNOCO LP	$40,024.86	FUEL
SUSPENSION SHOP INC	$1,033.96	EQUIPMENT/PARTS
SYSCO LINCOLN	$6,691.50	DODGE OPERATING EXPENSE
T MOBILE USA INC	$466.24	PHONE/INTERNET SVC
TAB HOLDING COMPANY	$361,634.23	CONSTRUCTION
TECH INC	$104.20	SUPPLIES
TED'S MOWER SALES & SERVICE INC	$1,196.64	EQUIPMENT/PARTS
TERESA LYNN WOODS	$35.00	REFUND
THE DAVEY TREE EXPERT COMPANY	$26,200.00	TREE WORK
THE DOLLYWOOD FOUNDATION	$4,226.82	BOOKS/PERIODICALS/SUB
THE ROB WEST MARKETING CO	$1,200.00	DODGE OPERATING EXPENSE
THE TORO COMPANY	$699.60	DODGE OPERATING EXPENSE
THE WALMAN OPTICAL COMPANY	$157.00	SAFETY EQUIP & MAINTENANCE
THERESA DEWITT	$31.50	REIMB EMPLOYEE EXPENSE
THERMAL SERVICES	$507.00	REPAIRS & MAINTENANCE
THIELE GEOTECH INC	$3,450.00	PROFESSIONAL SVCS
THRYV, INC.	$47.50	ADVERTISEMENT
TIREHUB, LLC	$1,239.50	EQUIPMENT/PARTS
TOYNE INC	$2,257.98	EQUIPMENT/PARTS
TRANE U.S. INC	$8,850.00	REPAIRS & MAINTENANCE
TREASURER STATE OF IOWA	$1,797.83	PROFESSIONAL SVCS
TREASURER STATE OF IOWA/SALES TAX	$47,440.17	SALES TAX
TREEHOUSE PHASE I LLC	$100,921.64	GRANT REIMBURSEMENT
TRU PRO CONSTRUCTION INC	$32,440.00	CONSTRUCTION
TURFWERKS	$364.22	DODGE OPERATING EXPENSE
TVH PARTS CO	$355.00	SUPPLIES
TWO RIVERS INSURANCE COMPANY, INC.	$1,181,854.18	EMPLOYEE INSURANCE
TYLER TECHNOLOGIES INC	$17,092.46	HARDWARE/SOFTWARE
U.S. VENTURE, INC.	$1,627.46	EQUIPMENT/PARTS
UKG KRONOS SYSTEMS	$12,221.28	HARDWARE/SOFTWARE
ULINE	$3,387.89	SUPPLIES
UMB BANK N.A.	$1,800.00	BOND PAYMENT
UMR	$1,192.02	DODGE OPERATING EXPENSE
UNDERGROUND LOCATION COMPANY	$1,609.10	PROFESSIONAL SVCS
UNITED PARCEL SERVICE	$59.70	FREIGHT/POSTAGE
UNITED UTILITIES & EXCAVATION LLC	$114,814.62	CONSTRUCTION
UPTOWN STAFFING INC	$6,675.75	CONTRACT AGREEMENT
US BANK	$115,213.90	CREDIT CARD PURCHASES
VALLEY CORPORATION	$1,292,466.17	CONSTRUCTION
VERIZON WIRELESS SERVICES LLC	$9,399.35	CELL PHONE
VERMEER SALES & SERVICE INC	$14,696.35	EQUIPMENT/PARTS
VERTIV CORPORATION	$4,102.69	REPAIRS & MAINTENANCE
W.W. GRAINGER, INC.	$7,308.01	EQUIPMENT/PARTS
WASTE CONNECTIONS OF IOWA	$286,093.14	HOUSEHOLD TRASH
WASTE CONNECTIONS OF IOWA	$278.52	DODGE OPERATING EXPENSE
WASTE CONNECTIONS OF NEBRASKA INC	$2,986.80	SOLID WASTE DISPOSAL
WELLPOINT	$134.84	REFUND
WELLS FARGO FINANCIAL LEASING INC	$364.00	LEASE
WEST PUBLISHING CORPORATION	$1,572.48	SUBSCRIPTION
WESTERN ENGINEERING COMPANY INC	$56,482.69	CONSTRUCTION
WHITNEY JACQUE	$250.51	REIMB EMPLOYEE EXPENSE
YANT EQUIPMENT	$2,327.47	REPAIRS & MAINTENANCE
YMCA OF GREATER OMAHA	$430.00	DUES/MEMBERSHIP
ZIMCO SUPPLY COMPANY	$296.00	SUPPLIES
TOTAL	**$18,356,884.85**	

City of Council Bluffs

Receipts by Fund
For the Month of October FY26

General Fund	28,568,833.51
Special Revenue	3,354,848.50
Debt Service	4,921,998.38
Capital Project	290,999.53
Enterprise	2,542,013.74
Total Receipts	**39,678,693.66**

Expenditures by Fund
For the Month of October FY26

General Fund	9,861,151.43
Special Revenue	880,079.31
Debt Service	1,800.00
Capital Project	6,341,449.19
Enterprise	1,272,404.92
Total Expenditures	**18,356,884.85**

Transfer from City Operating Accounts
For the Month of October FY26

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

Council Communication

Department: City Clerk

Case/Project No.:

Subject/Title

Claims

Background/Discussion

Staff Recommendation

Attachments

12-15-25 claims.pdf

Prepared by: Amanda Kopera
Approved by: Amanda Kopera

3.L

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-PD-2311

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Michelle Tarantino DAY PHONE [redacted]

ADDRESS [redacted] DOB [redacted]

DATE & TIME OF LOSS/ACCIDENT: Sunday evening approx 10/19/2025 between 6 & 7 p.m.

LOCATION OF LOSS/ACCIDENT: 1606 6th Ave back yard

DESCRIPTION OF LOSS/ACCIDENT: Police Officer jumped privacy fence & ran across the roof of my chicken pen and broke one panel, collapsing and cracking it.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: $ $158

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

WAS POLICE REPORT FILED ____ YES X NO

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

N/A

HAVE YOU RESUMED NORMAL ACTIVITIES? ____ YES ____ NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION: Roof of chicken pen broken panel collapsed and cracked I forgot to photograph it before temporary repairs were made.

LIST INSURANCE PROVIDER AND COVERAGE:

AM 11:38
17 NOV'25
CLERK RCVD

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)

RECEIVED NOV 17 2025 CITY ATTORNEY'S OFFICE

11/14/2025
DATE

Michelle D. Tarantino, ma.
CLAIMANT'S SIGNATURE

Action by Council:
Receive & File:
Date: 12-15-25

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-2309

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Athena Clayborne DAY PHONE: [redacted]

ADDRESS: [redacted] DOB: [redacted]

DATE & TIME OF LOSS/ACCIDENT: Sept. 2024

LOCATION OF LOSS/ACCIDENT: 46000 Monark St Council Bluffs, IA 51501

DESCRIPTION OF LOSS/ACCIDENT: My Main sewer line/pipe had no issues until the Manawa Sewer project. Now, I can't use water as even the finest amt floods.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: $ Estimat #7500

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

[redacted] came out and took a video. They determined the main sewer pipe cracked due to Manawa Sewer Project

I will also be working with Habitat for Humanity Sewer Specialist LLC.

WAS POLICE REPORT FILED ___ YES X NO

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

N/A

HAVE YOU RESUMED NORMAL ACTIVITIES? ___ YES X NO I'm not able to use H_2O due to the issue

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

OTHER RELEVANT INFORMATION:

LIST INSURANCE PROVIDER AND COVERAGE:

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

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

10/30/2025
DATE

A Clayborne
CLAIMANT'S SIGNATURE

RECEIVED
NOV 05 2025
CITY ATTORNEY'S OFFICE

CLERK RCVD
12 NOV'25
PM1:15

Action by Council:
Receive & File:
Date: 12-15-25

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-302
Resolution approving and authorizing execution of a Second Amendment to the Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and 34th and 1st Holdings, LLC.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
First Amendment to the Development Agreement
Resolution

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

4.A

Council Communication

Department: Community Development Case/Project No.:	Ordinance No.: N/A Resolution No.: 25-	Set PH: 11-17-2025 Public Hearing: 12-15-2025

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.**

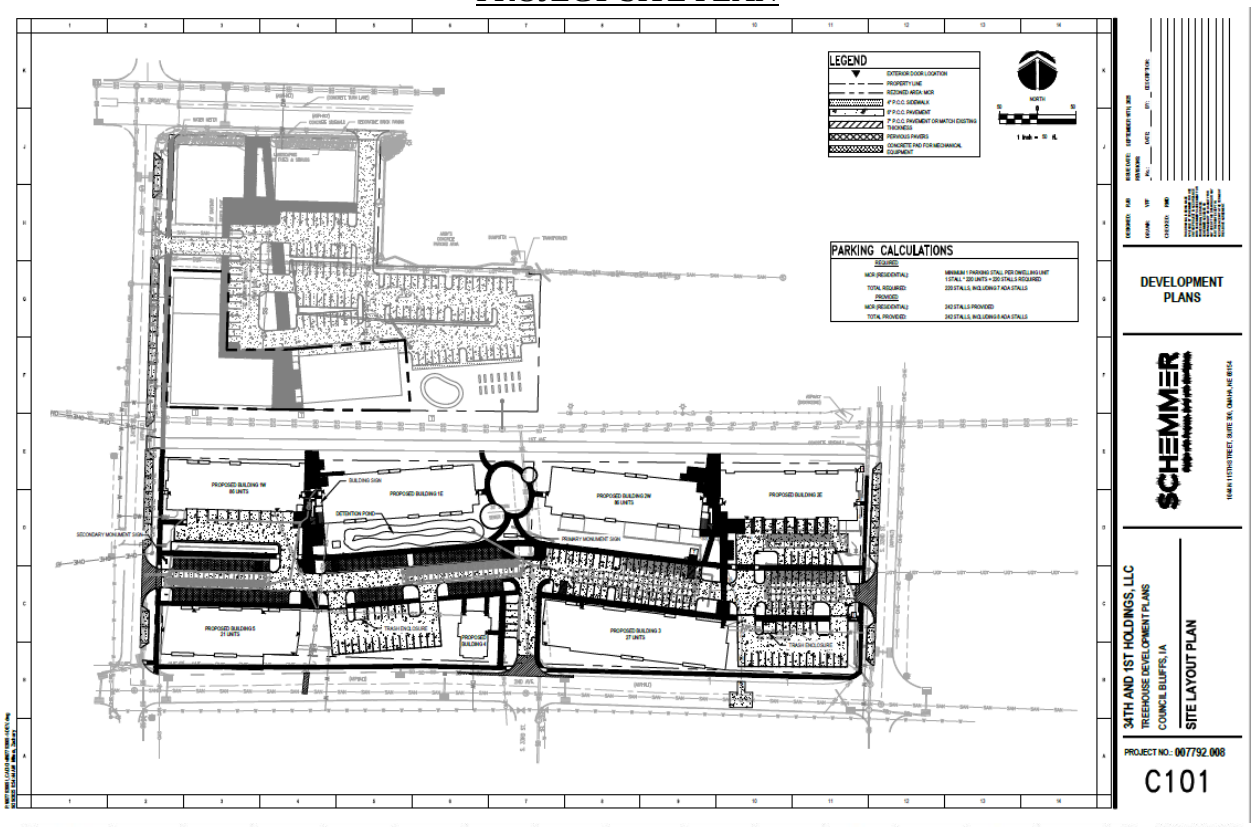
The Housing Units constructed as part of the Minimum Improvements are expected to consist of seven apartment buildings. The breakdown of Housing Units constructed as part of the Minimum Improvements is anticipated to be as follows:

- 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



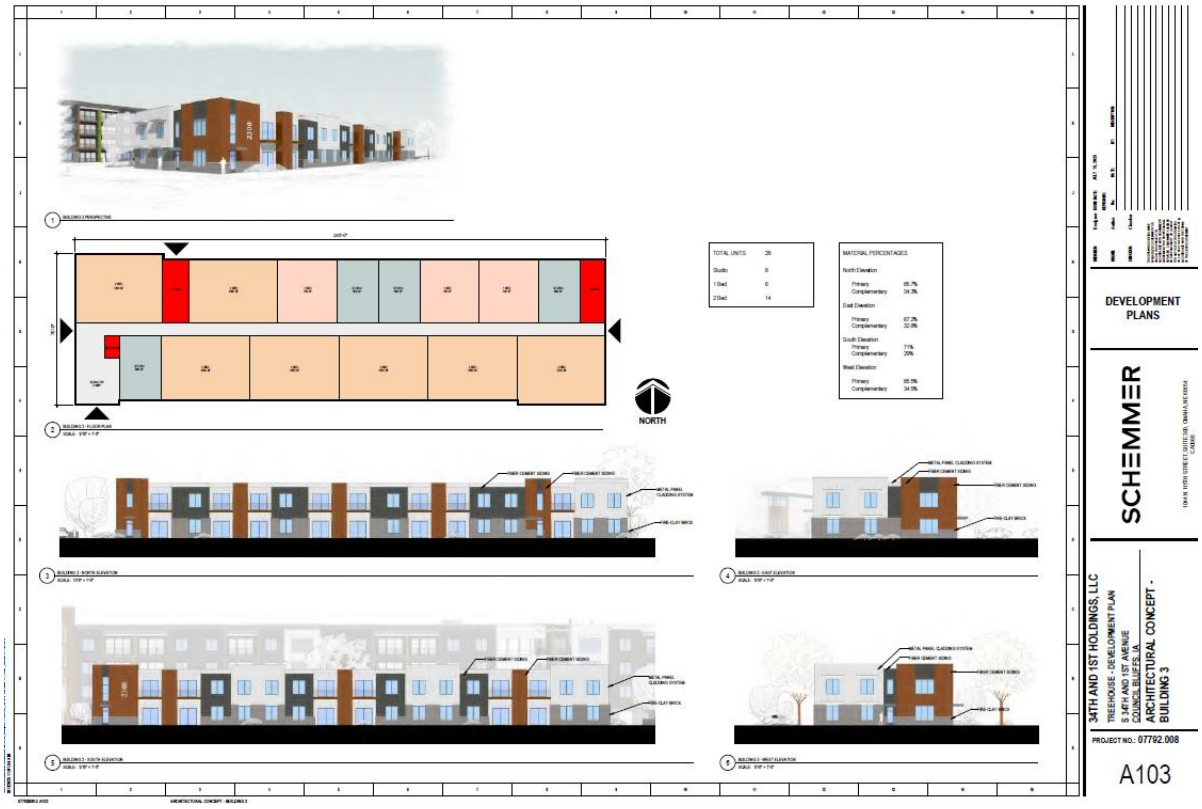


SECOND AMENDED EXHIBIT B-1 (cont.)
PHASE II IMPROVEMENTS RENDERINGS



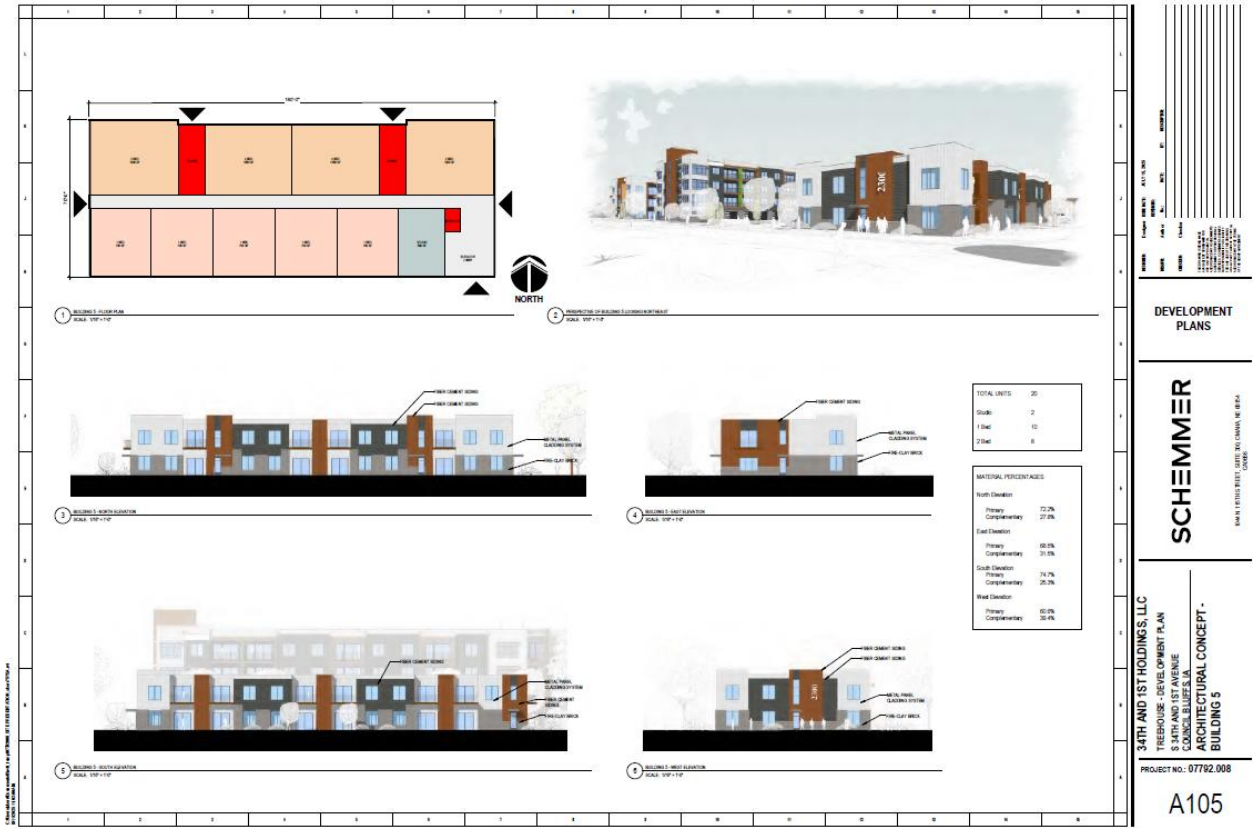


SECOND AMENDED EXHIBIT B-1 (cont.)
PHASE II IMPROVEMENTS RENDERINGS

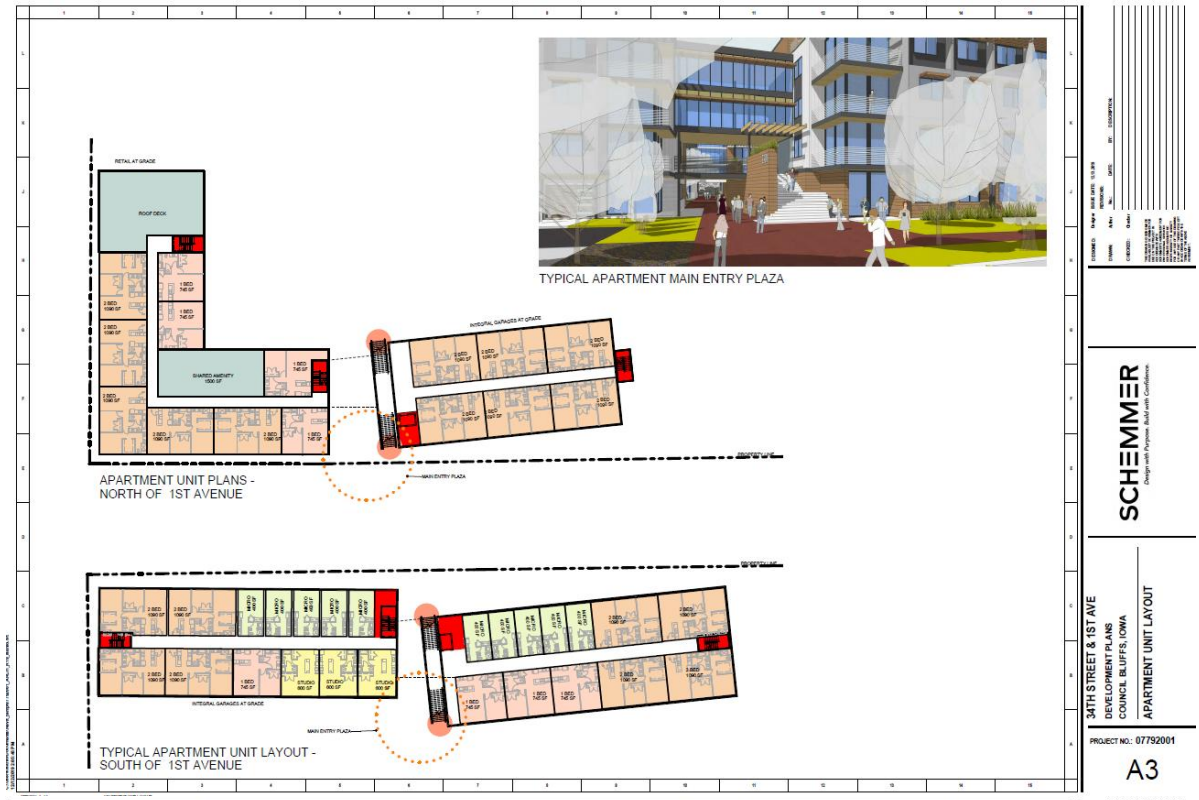




SECOND AMENDED EXHIBIT B-1 (cont.)
PHASE II IMPROVEMENTS RENDERINGS



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
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		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

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA
December 15, 2025
7:00 P.M.

- Public hearing on the proposal to enter into a Second Amendment to the Purchase, Sale, and Development Agreement with 34th and 1st Holdings, LLC

- Resolution approving and authorizing execution of a Second Amendment to the Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and 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.

December 15, 2025

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

_____

Absent: _____

Vacant: _____

* * * * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Second Amendment to the Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and 34th and 1st Holdings, LLC, and that notice of the proposed action by the Council to enter into said Amendment had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND 34TH AND 1ST HOLDINGS, LLC", and moved:

☐ that the Resolution be adopted.

☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ _____.M. on the _____ day of _____, 2025, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND 34TH AND 1ST HOLDINGS, LLC

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 described 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, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for blight remediation and economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Amendment and the City's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.

b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.

c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.

d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Amendment and has considered the extent of objections received from residents or property owners as to said proposed Amendment; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, as amended, including but not limited to making of grants to the Developer in connection with the development of the Minimum Improvements under the terms set forth in the Amendment, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Amendment and the City's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendment, and the Agreement as amended.

PASSED AND APPROVED this 15th day of December, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

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

(SEAL)

4935-2269-0681-1\10342-217

Council Communication

Department: Finance

Case/Project No.:

Subject/Title

Resolution 25-303
Resolution approving the City of Council Bluffs FY27-FY31 Capital Improvement Program (CIP)

Background/Discussion

The City of Council Bluffs has established this time and place for a public hearing on the approval of the FY27-FY31 CIP.

The purpose of the CIP is to provide the City Council with a framework upon which to base improvement decisions, provide City staff with the direction as to its work efforts, and provide the citizens with information about the City's future intentions as it relates to the capital improvement program.

Staff Recommendation

On November 12, 2025, the Planning Commission found that the proposed FY27-FY31 CIP was consistent with the Bluffs Tomorrow: 2030 Plan. The City is requesting approval of the FY27-FY31 CIP plan with the understanding the primary focus is FY27 projects and the subsequent years will be re-evaluated on an annual basis, determined by future financial availability, strategic needs, and timing.

This also satisfies Step 1 of the General Obligation (GO) Bond Process, which is to conduct a public hearing to approve the FY27 projects, which also highlights projects earmarked for GO Bonds. Approval of the CIP will allow the City to move forward in the GO Bond process to issue debt, funding specific projects outlined.

Attachments

FY27-FY31 CIP Packet_FINAL.pdf
GO Bonding Process Step 1.pdf
Parks & Rec CIP Budget Request Report.pdf
Planning Commission Report: FY27-31 CIP Agenda to City Council
25-303.doc

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

4.B

City of Council Bluffs
Capital Improvement Program

Fiscal Years

FY27 through FY31

Public Hearing: December 15, 2025

ACKNOWLEDGEMENTS

MATTHEW J. WALSH, MAYOR

BRANDON GARRETT, CHIEF OF STAFF

CITY COUNCIL

JOE DISALVO
STEVE GORMAN
CHRIS PETERSON
ROGER SANDAU
JILL SHUDAK
JODI QUAKENBUSH, CITY CLERK

CITY DEPARTMENTS

MARK HOWARD, CHIEF INFORMATION OFFICER,
MALINA DOBSON, CITY ATTORNEY
COURTNEY HARTER, COMMUNITY DEVELOPMENT DIRECTOR
DANIELLE BEMIS, FINANCE DIRECTOR
JUSTIN JAMES, FIRE CHIEF
BRENDA NORTON, HUMAN RESOURCES DIRECTOR
ANTONIA KRUPICKA-SMITH, LIBRARY DIRECTOR
ZACH SMITH, PARKS AND RECREATION DIRECTOR
MATT DAVIS, POLICE CHIEF
MATT COX, PUBLIC WORKS DIRECTOR

SECTION I – INTRODUCTION

Mission: To continuously improve the quality of life and attractiveness of the City of Council Bluffs.

1. PURPOSE OF THE CAPITAL IMPROVEMENT PROGRAM

Capital expenditure decisions represent some of the most significant policy choices made by the City of Council Bluffs. Almost all departments within the City face the need for capital expenditures. Capital improvement programming and budgeting involves the development of a long-term plan for capital expenditures for the City. The Capital Improvement Program includes expenditures that are of significant value and have a long-term useful life such as, streets, sewers, land, parks and major equipment.

The Capital Improvements Program (CIP) lists each proposed project to be undertaken, the year in which it will be started, the amount expected to be expended for the project, and the proposed method of financing these expenditures. Based on this information, summaries of capital projects by department can be prepared as well as summaries of financial requirements, such as amounts of general obligation bonds to be issued or amount of general/special revenue funds required.

The CIP identifies the City's most critical capital improvement needs and the general policies under which decisions are made. The CIP was developed for the following purposes:

- To address and prioritize the City's improvement needs in a comprehensive manner;
- To permit careful consideration, design, and scheduling of individual projects through advanced planning;
- To allow for financial planning over a long period; and
- To provide continuity in improvement programs with changes in City Council and Staff.

In its simplest form, CIP is a listing of improvement projects by priority, including a cost estimate and funding source. The adoption of the CIP by the City Council does not, by itself, guarantee or commit the City to a given set of projects. It is however, a critical step in the general obligation bonding process. Major improvement projects are authorized on an individual basis in accordance with state laws and municipal ordinances. However, the plan does provide the City Council with a framework upon which to base improvement decisions, provides the City staff with direction as to its work effort, and provides the citizens with information about the City's future intentions. The latter is particularly important because of the impact public facilities can have on business and development decisions. Future years of the CIP are re-evaluated annually based on strategic needs, funding availability, and timing.

2. CAPITAL IMPROVEMENT DEFINED

The term capital improvements normally refer to expenditures for capital items of long-term in nature. Minor capital needs and repairs and maintenance, which occur from time to time, are best handled through the annual operating budgets.

The City recognizes capital items to have a 7-10 year useful life, at minimum, with a threshold of more than $100,000. Other projects under the dollar threshold may be presented on the Capital Improvement Program for transparency and awareness.

3. RELATIONSHIP TO OTHER PLANS AND DOCUMENTS

It is the function of the CIP to plan the construction of the community's physical improvements in a manner consistent with the City's overall goals. These goals are expressed in a number of different fashions, including the comprehensive plan, neighborhood plans, and many other less formal expressions of community policy. These goals established over the years, define the basic functions the City has decided to undertake, set minimum levels of service, and determine financing methods. More specifically, the goals of this process include establishing an improvement program which:

- Defines a realistic level of financial resources which can be committed to the City's improvement needs;
- Prioritizes the City's need for allocation of limited resources;
- Addresses the basic facility needs of the community in the most cost-effective manner (basic service being defined as streets, sewers, drainage, and water);
- Recognizes the role the City facilities in the development process and the need for the City to make improvements which promote the economic stability and orderly growth of the community;
- Recognizes the total scope of City services and allocates a portion of the City resources to those amenities which improve the quality of life and public safety;
- Encourages acquisition of outside funding to supplement City resources.

SECTION II – CAPITAL IMPROVEMENT PROGRAM GOALS

1. OVERALL GOALS OF CIP

The FY27 – FY31 Capital Improvement Program was based on the following goal statements:

Planning and Community Growth

The City will use the CIP process to establish a five-year program that is consistent with the Comprehensive Plan and shall function as a major tool for implementing its adopted goals and policies.

The CIP shall encourage further infill development and redevelopment of existing areas of the community by implementing the conservation, rehabilitation, and reconstruction of aging facilities. The City will follow a philosophy of rebuild it first and build it second.

The CIP will promote the renovation and extension of public services and facilities in priority areas of the community including the Missouri River levee system, West Broadway/1st Avenue Corridor, River's Edge, and the Entertainment District.

The City will use the CIP process to construct new and preserve existing components of infrastructure systems that provide the level of service expectations of the public in an efficient and effective manner, recognizing the limited resources available.

The City will use the CIP to construct infrastructure that attracts additional economic activity into the community.

Public Safety

Priority will be placed on activities that prevent or protect the community from unreasonable exposure to dangerous and life-threatening events.

Fiscal Considerations

CIP will support the long-range economic and fiscal stability of Council Bluffs. The CIP will structure annual debt service payments consistent within anticipated revenues.

Sales tax proceeds and road use tax funds will be used in compliance with State Code and City ordinance.

General obligation bond proceeds will be utilized by projects that provide revitalization, result in additional tax base, or enhance community protection.

Operational Considerations

CIP projects will be evaluated for effects on annual operational and maintenance budgets.

New construction shall be designed to emphasize sustainability and built to a quality that minimizes maintenance and operational costs.

2. CIP CATEGORICAL GOALS

Eight specific categories were identified by the Capital Improvements Program. These include utilities and environment, transportation, public safety, information technology, community development, parks and recreation, public facilities, and public library. The goals, policies and capital improvement efforts by category are outlined as follows:

a. Utilities and Environment

Objective – Execute improvements to the sanitary sewer, storm sewer, and levee system that meet the needs of the public and comply with state and federal regulations.

Capital Improvement Efforts

- Update the City's sanitary sewer treatment facilities and pump stations to current environmental standards and to allow for additional residential and business development in the community.
- Improve the current sanitary sewer and storm water infrastructure within the community to preserve existing development and to encourage redevelopment of existing residential, commercial, and industrial areas.
- Extend sanitary sewer to identified growth areas to encourage new residential, commercial, and industrial development within or adjacent to the community.
- Implement improvements to the City's levee system to meet FEMA accreditation and the USACE standards for federal levees.
- Implement storm water management practices and projects to comply with the requirements of the City's IDNR NPDES Phase II permit.
- Maintain and improve existing public facilities.
- Develop new facilities based upon need.

b. Transportation

Objective – Proactively preserve and upgrade our existing transportation system throughout the City for the safe and efficient movement of people, goods, and services.

Objective – Coordinate transportation planning and improvements with the planning and development of other elements of the community, including other modes of transportation, public utilities, community facilities, and commercial and industrial areas.

Capital Improvement Efforts

- Continue a program of pavement resurfacing which extends the service life of existing streets.
- Improve the current street, pedestrian and bicycle system within the community through reconstruction, combined with other utility improvements to preserve existing development and to encourage the redevelopment of residential, commercial, and industrial areas.
- Construct street extensions or reconstruct streets, which will result in new residential, commercial, or industrial development.

c. Public Safety

Objective – Provide for the equitable distribution of community facilities to meet the public safety needs of the community.

Objective – Provide adequate safety and crime prevention systems in Council Bluffs.

Capital Improvement Efforts

- Continue the program to upgrade and maintain current Fire Department facilities to plan and provide future facilities in locations that will ensure service coverage of future City growth.

- Maintain a program to plan and purchase Fire Department and Police Department equipment to ensure current and future levels of service and take advantage of technological advances.

- Develop a comprehensive Safe City plan that brings together information from key departments to create a more connected, responsive, and secure community. By integrating data and using advanced technology responsibly, the goal is achieved by protecting lives and property while maintaining the highest standards of privacy for all residents.

- Develop a program that uses innovative technology to enhance emergency response and provide real-time awareness throughout the City, improving safety and service to the community.

d. Information Technology

Goal – The City will continue to improve the safety and security for IT resources.

Objective – Provide secure mechanisms for expanded user access while maintaining Cybersecurity awareness within the City.

Goal – The City will continue to enhance cost effective common infrastructure services.

Objective – Focus efforts on continuous improvement.

Goal – Support emerging IT areas

Objective – Improve ability of infrastructure to adapt to and integrate architecture into City services with emerging technologies.

<u>Capital Improvement Efforts</u>

- Continue improving the internal network security and increase security awareness within the City user and operations communities.
- Create a secure service infrastructure that enables access anytime from anywhere to any IT resources.
- Implement hardware and software solutions that enable City employees to perform their jobs efficiently and effectively.
- Develop integrated applications designs in order to improve the business process flows of the City.

e. Community Development

Goal – The City will continue to play a leadership role in the strategic development of community growth to expand opportunities for housing, employment, and an expanded tax base.

Objective – Complete infrastructure and upgrades in key areas of community growth.

Goal – The City shall encourage further infill development and redevelopment of existing areas of the community by implementing the conservation, rehabilitation, and reconstruction of aging facilities that are coordinated with redevelopment investments.

Objective – Remove or redevelop dilapidated structures and sites requiring environmental remediation in the community. Encourage infill development and redevelopment of existing developed areas of the community.

Objective – Work to expand housing choices by cost, by location, and by type of dwelling.

<u>Capital Improvement Efforts</u>

- Implement the recommendations contained in the Mid-City Neighborhood Strategy Area Plan.
- Continue the multi-year effort to redevelop West Broadway and 1st Avenue.
- Continue development of River's Edge and the Entertainment District.
- Continue development of East Manawa neighborhood to increase available housing stock.
- Continue a program of systematically acquiring and redeveloping dilapidated structures.
- Provide public facility improvements to ongoing neighborhood improvement efforts.
- Work to facilitate development of new growth areas.

f. Parks and Recreation

Goal – Provide and maintain an equitable system of parks, open spaces, trails and recreational facilities to meet the cultural, educational, social, and recreational needs of the community and pursue opportunities to provide public facilities that attract regional use and function as economic generators.

Objective – To reinvest in existing assets, and to develop new assets and facilities consistent with the City's mission "*to continuously improve the quality of life and attractiveness of the City of Council Bluffs*". In so doing, the Parks and Recreation Department will provide, renovate and maintain parks and open spaces that uniquely relate to the City's environment, history, and art/culture, or represent new trends and non-traditional leisure interests.

Capital Improvement Efforts

- Continue to plan, improve, and enhance the existing parks and recreation, aquatics, golf, historical and service delivery facilities.
- Continue Implementation of the Parks System and Recreation Facilities Master Plan.
- Develop the Missouri River Riverfront.
- Acquire, plan and develop new park and recreational facilities in development areas and in areas, which have insufficient park and recreational opportunities.
- Optimize grant funding opportunities for trails by programming annual City funding for trail renovation and the construction of new trails.
- Continue implementation of the Council Bluffs Recreational Trail and Bikeway Plan.

g. Public Facilities

Goal – Provide and maintain the City's buildings and associated amenities to service the needs of the community and employees.

Objective – Construct, renovate, and maintain the City's buildings utilized for maintenance, public safety, operations, and administrative functions.

Objective – Construct, renovate, and maintain the City's public, cultural, and entertainment related buildings and their amenities.

Capital Improvement Efforts

- Undertake accessibility improvements necessary to comply with the Americans with Disabilities Act.
- Maintain and upgrade the City's maintenance, public safety, operational, and administrative buildings and their public amenities (parking lots, lighting, landscaping, etc.).
- Maintain and upgrade, as necessary, City owned entertainment facilities including the Mid America Center and the surrounding Entertainment District parking lots.

h. Public Library

Goal – Improve access and remove barriers to use of the library's resources and services for all residents and patrons and remain flexible in response to changing community needs.

Objective – Serve the community where they are gathering and deliver resources and services throughout the community.

Capital Improvement Efforts

- Maintain and upgrade, as necessary, Library physical infrastructure and technology for continued access to resources and services for the community.

REVENUE SUMMARY BY FUNDING SOURCE AND FISCAL YEAR

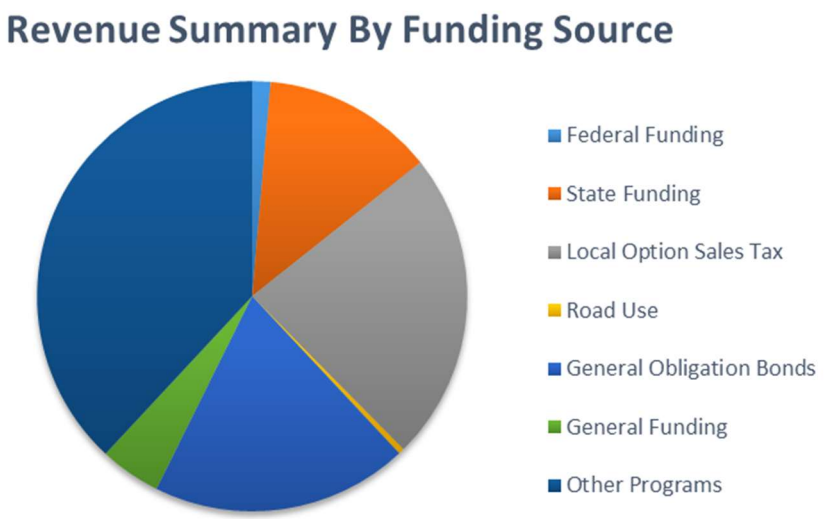
	FY27	FY28	FY29	FY30	FY31	Totals
Federal Grant Funding	$4,000,000	$0	$825,000	$0	$0	$4,825,000
State Grant Funding	$5,000,000	$8,750,000	$3,200,000	$11,700,000	$16,700,000	$45,350,000
Local Option Sales Tax	$13,475,000	$14,625,000	$16,500,000	$17,475,000	$19,600,000	$81,675,000
Road Use Tax	$0	$0	$1,500,000	$0	$0	$1,500,000
General Obligation Bonds	$9,680,658	$17,451,280	$9,472,500	$15,357,500	$15,816,000	$67,777,938
General Funding	$2,825,000	$5,310,000	$2,403,000	$1,683,000	$3,850,000	$16,071,000
Other Programs	$3,485,000	$4,550,000	$57,300,000	$11,812,500	$56,350,000	$133,497,500
Totals	$38,465,658	$50,686,280	$91,200,500	$58,028,000	$112,316,000	$350,696,438

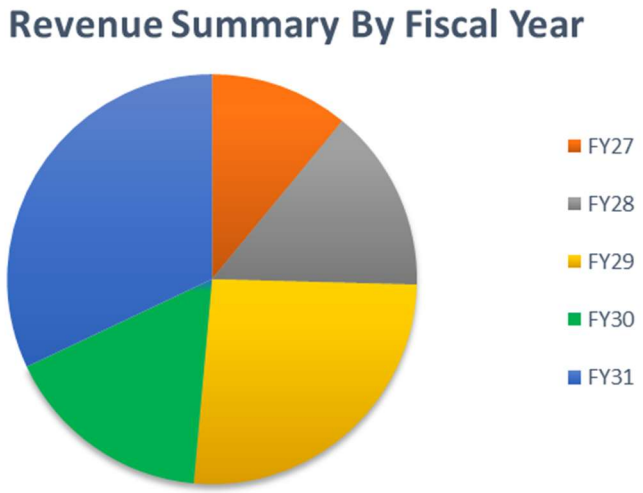
* Road Use funds are primarily used for road maintenance and improvement and are restricted use.

** Local Option Sales Tax is a restricted use and shall be devoted to the maintenance and improvement of the city's sewer and street system.

*** General Obligation bond funding source is re-evaluated annually based on financial capacity.

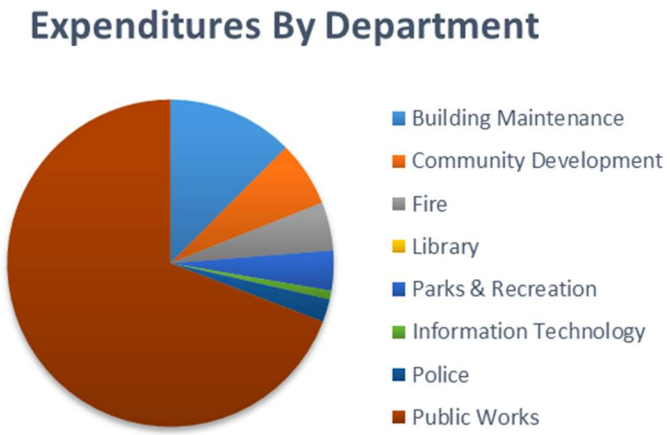
**** Other Programs are re-evaluated annually based on availability. Projects with unknown funding sources are included in FY29 and FY31.





EXPENDITURE SUMMARY BY DEPARTMENT AND FISCAL YEAR

	FY27	FY28	FY29	FY30	FY31	Totals
Building Maintenance	$5,655,000	$5,860,000	$6,950,000	$1,595,000	$23,800,000	$43,860,000
Community Development	$6,085,000	$4,400,000	$2,425,000	$2,500,000	$7,250,000	$22,660,000
Fire	$1,735,000	$5,106,280	$3,250,000	$6,350,000	$350,000	$16,791,280
Library	$0	$0	$0	$0	$0	$0
Parks & Recreation	$2,060,000	$3,675,000	$2,953,000	$2,823,000	$2,356,000	$13,867,000
Information Technology	$800,000	$750,000	$750,000	$700,000	$0	$3,000,000
Police	$755,658	$970,000	$1,072,500	$1,235,000	$3,910,000	$7,943,158
Public Works	$21,375,000	$29,925,000	$73,800,000	$42,825,000	$74,650,000	$242,575,000
Totals	$38,465,658	$50,686,280	$91,200,500	$58,028,000	$112,316,000	$350,696,438



FY 27

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources												Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	General Fund - Gaming	General Fund - Operating	General Fund - Other	Iowa West Grant	Other Grant	Donations	Other		
Building Maintenance			**$0**	**$0**	**$0**	**$0**	**$3,100,000**	**$2,555,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,655,000**	
BM-27-01	MAC Boilers Ph I	Replace existing boilers due to age and condition					$910,000	$990,000							$1,900,000	
BM-27-02	MAC Arena Upgrades - Phase II	Replace North retractable seating						$1,500,000							$1,500,000	
BM-27-03	MAC Roof Replacement - Phase IV	Replace Section of failing roof					$400,000								$400,000	moved from FY26
BM-27-04	MAC Parking Lot Rehab - Phase VII	Replacement of City owned lots					$910,000								$910,000	
BM-27-05	Replace Building Automation at City Facilities - Phase I	Replace building automation systems at multiple City facilities due to age of equipment and to reduce annual cost to operate (SWILE, UP Museum, Bass Pro, MAC)					$650,000								$650,000	
BM-27-06	MAC Performance Staging	Replace existing stage					$230,000								$230,000	moved from FY26
BM-27-07	Legal Department Upgrades	Add secure entry, remove shelving, replace wallcoverings and add office cubicle						$65,000							$65,000	
Community Development Department			**$4,000,000**	**$0**	**$0**	**$0**	**$1,585,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$500,000**	**$6,085,000**	
CD-27-01	East Manawa Development	Planning, design, infrastructure, trail - primarily road design and construction PH I					$1,500,000								$1,500,000	
CD-27-02	South Expressway Brownfield	Contamination cleanup	$4,000,000												$4,000,000	EPA Cleanup Grant
CD-27-03	FIRST AVE	Acquisitions/demolitions/infrastructure/studies												$500,000	$500,000	TIF
CD-27-04	Vehicles & Equipment	Animal Control Transport Truck					$85,000								$85,000	
Fire Department			**$0**	**$0**	**$0**	**$0**	**$1,735,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,735,000**	
FD-27-01	Medic Refurb M6 to M5	Replacement of chassis for existing medic unit					$280,000								$280,000	
FD-27-02	Aerial Replacement	Replacement of front line aerial Ph I					$1,300,000								$1,300,000	
FD-27-03	Vehicles & Equipment	Replace existing Fire Car 2 vehicle; turn out gear replacement program					$155,000								$155,000	
Police Department			**$0**	**$0**	**$0**	**$0**	**$605,658**	**$40,000**	**$110,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$755,658**	
PD-27-01	Vehicles & Equipment	Replacement of 6 cruisers (including upfit); phase II rifle deployment					$605,658								$605,658	
PD-27-03	50 yd Range	Sound board replacement							$110,000						$110,000	Pott Co Split?
PD-27-04	Range Fire Alarm Panel	Replacement of system due to discontinued failing equipment						$40,000							$40,000	Pott Co Split?
															$0	
IT			**$0**	**$0**	**$0**	**$0**	**$800,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$800,000**	
IT-27-01	Safety and Security	Cameras, Cyber security software					$70,000								$70,000	
IT-27-02	Infrastructure & Services	Fiber, network switches, servers, storage					$480,000								$480,000	
IT-27-03	Mobile Technology	MDTs and tablets					$100,000								$100,000	
IT-27-04	Software Licensing	Software renewals; permit/licensing software implementation					$150,000								$150,000	
Parks and Recreation Department			**$0**	**$0**	**$0**	**$0**	**$1,855,000**	**$0**	**$120,000**	**$0**	**$0**	**$0**	**$0**	**$85,000**	**$2,060,000**	
PR-27-01	Big Lake Park Playground Improvements, Phase II	Construct new playground and site amenities					$950,000								$950,000	
PR-27-02	Pirate Cove Filter System Upgrade	Replace existing filter system with updated filter system					$225,000								$225,000	
PR-27-03	Recreation Complex Storage Building	Construct a storage building within the upgraded maintenance yard					$175,000								$175,000	
PR-27-04	Tree Inventory	Inventory 10,000-15,000 trees (consultant costs)							$120,000						$120,000	
PR-27-05	Recreation Complex Parking Lot Addition, Phase I	Design and engineering of new parking lot												$85,000	$85,000	will be done in FY26 operating to align with PW portion of project at Richard Downing
PR-27-06	Vehicles & Equipment						$505,000								$505,000	
Public Works Department			**$0**	**$5,000,000**	**$13,475,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,900,000**	**$21,375,000**	
PW-27-01	Infrastructure Maintenance	Emergency Repairs			$200,000										$200,000	
PW-27-02	Infrastructure Maintenance	Traffic Signal Improvements			$300,000										$300,000	
PW-27-03	Infrastructure Maintenance	PCC Street Repairs			$500,000										$500,000	
PW-27-04	Infrastructure Management	Evaluation study / analysis TBD			$100,000										$100,000	
PW-27-05	NPDES PH II Program Management	Citywide MS4 - storm sewer improvements			$200,000										$200,000	
PW-27-06	Indian Creek Channel Rehabilitation	Repair of I.C. concrete structure		$2,700,000	$1,300,000										$4,000,000	FMP
PW-27-07	4th Avenue Sewer Rehab	Pavement, sewer - 3200 Block			$400,000									$200,000	$600,000	Other = Sewer
PW-27-08	30th Ave Sewer Rehab - Phase III	Sanitary sewer												$750,000	$750,000	Other = Sewer
PW-27-09	E Manawa Sewer Rehab - Phase XV	Pavement, sewer			$1,150,000									$600,000	$1,750,000	Other = Sewer
PW-27-10	5th Ave Bridge over Indian Creek	Bridge Reconstruction		$1,500,000	$650,000										$2,150,000	IDOT Bridge
PW-27-11	28th Street Storm Rehab - Phase V	Pavement, sewer			$4,000,000										$4,000,000	
PW-27-12	S. 192nd St Reconstruction	Pave annexed road, Bunge to SWILETC		$800,000	$1,700,000										$2,500,000	IDOT RISE
PW-27-13	South Expressway Bridge Reconstruction Planning Study	Evaluation study / Feasiblity analysis			$675,000										$675,000	
PW-27-14	S. 35th Street Resurfacing	Pavement - 9th Ave to 14th Ave			$500,000										$500,000	
PW-27-15	Sewer Rehab - Insitu Lining	Gleason to Bennett Ave storm sewer			$400,000										$400,000	
PW-27-16	WPCP Dump Station	Modern dump sation used by septic haulers												$600,000	$600,000	Other = S

FY 27

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources												Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	General Fund - Gaming	General Fund - Operating	General Fund - Other	Iowa West Grant	Other Grant	Donations	Other		
PW-27-17	Pump Station Rehab	Indian Creek Storm Trash Rack			$650,000										$650,000	
PW-27-18	Pump Station Rehab	Additonal pump at Lateral 5 Storm												$750,000	$750,000	Other = Sewer
PW-27-19	IDOT Payment for Madison Avenue Storm	Payment 1 of 1 for CBIS			$750,000										$750,000	
Total			**$4,000,000**	**$5,000,000**	**$13,475,000**	**$0**	**$9,680,658**	**$2,595,000**	**$230,000**	**$0**	**$0**	**$0**	**$0**	**$3,485,000**	**$38,465,658**	

FY 28

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources										Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	Gen Fund	Iowa West Grant	Other Grant	Donations	Other		
Building Maintenance			**$0**	**$0**	**$0**	**$0**	**$700,000**	**$5,160,000**	**$0**	**$0**	**$0**	**$0**	**$5,860,000**	
BM-28-01	MAC Boilers Ph II	Replace existing boilers due to age and condition						$1,300,000					$1,300,000	
BM-28-02	Bass Pro Shops Roof Replacement	Replace failing roof						$960,000					$960,000	
BM-28-03	MAC carpet replacement	Replace carpet in ballrooms/prefunction, locker rooms,office areas and club						$900,000					$900,000	
BM-28-04	MAC Concession Stands	Remodel existing concession areas						$400,000					$400,000	
BM-28-05	Replace Building Automation at City Facilities - Phase I	Replace building automation systems at multiple City facilities due to age of equipment and to reduce annual cost to operate (Fleet, Operations, Central Fire, PDHQ, City Hall)					$700,000						$700,000	
BM-28-06	MAC Entry Metal Detectors	Added security controls						$200,000					$200,000	
BM-28-07	MAC Arena Upgrades - Phase III	Replace bowl area seating						$1,400,000					$1,400,000	
Community Development Department			**$0**	**$0**	**$0**	**$0**	**$3,400,000**	**$0**	**$0**	**$0**	**$0**	**$1,000,000**	**$4,400,000**	
CD-28-01	East Manawa Development	Planning, design, infrastructure, trail - primarily road construction Ph II					$1,100,000						$1,100,000	
CD-28-02	FIRST AVE	Acquisitions/demolitions/infrastructure/studies; complete stromwater & utility study					$200,000						$200,000	
CD-28-03	Downtown Projects	DIG Program										$250,000	$250,000	TIF
CD-28-04	Zoning/Subdivision Code Update	Study					$300,000						$300,000	
CD-28-05	Economic Development Study	Study					$300,000						$300,000	
CD-28-06	Scott Street	Acquisitions/demolitions/infrastructure										$750,000	$750,000	TIF
CD-28-07	East Manawa Development	Planning, design, infrastructure, trail					$1,500,000						$1,500,000	
Fire Department			**$0**	**$0**	**$0**	**$0**	**$5,106,280**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,106,280**	
FD-28-01	Aerial Replacement	Replacement of front line aerial Ph II					$1,026,280						$1,026,280	
FD-28-02	Station 2 Remodel	Ph I					$2,000,000						$2,000,000	
FD-28-03	Medic Refurb M2 to M2						$280,000						$280,000	FD-27-01
FD-28-04	Pumper Replacement E51 & E61						$1,800,000						$1,800,000	
Police Department			**$0**	**$0**	**$0**	**$0**	**$970,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$970,000**	
PD-28-01	Vehicles & Heavy Equipment	Replacement of cruisers with upfitting costs					$700,000						$700,000	
PD-28-02	Drone As First Responder	Implementation of 2 UAS DFR Program					$110,000						$110,000	
PD-28-03	Police Lobby Improvement	Adjustment of front desk to permit property/item transfers					$60,000						$60,000	
PD-28-04	Safe City Cameras/Sensors	Staionary and mobile cameras/sensors					$100,000						$100,000	
IT			**$0**	**$0**	**$0**	**$0**	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$750,000**	
IT-27-01	Safety and Security	Cameras, Cyber security software					$70,000						$70,000	
IT-27-02	Infrastructure & Services	Fiber, network switches, servers, storage					$450,000						$450,000	
IT-27-03	Mobile Technology	MDTs and tablets					$80,000						$80,000	
IT-27-04	Software Licensing	Software renewals; permit/licensing software implementation					$150,000						$150,000	
Parks, Recreation and Public Property Department			**$0**	**$0**	**$0**	**$0**	**$3,525,000**	**$150,000**	**$0**	**$0**	**$0**	**$0**	**$3,675,000**	
PR-28-01	Park Maintenance Facility Improvements, Phase I	Improvements to maintenance yard, including new building and site improvements					$950,000						$950,000	
PR-28-02	Recreation Complex Parking Lot Addition, Phase II	Construct new parking lot along Richard Downing Ave between Parking Lot B and Parking Lot C					$1,975,000						$1,975,000	
PR-28-03	Roberts Park Playground and Park Improvements , Phase I	Engineering and design of playground and associated park improvements						$50,000					$50,000	
PR-28-04	Valley View Park Playground and Park Improvements, Phase I	Engineering and design of playground and associated park improvements						$50,000					$50,000	
PR-28-05	Westwood Playground Improvements, Phase I	Engineering and design of playground and associated park improvements						$50,000					$50,000	
PR-28-06	Big Lake Park Tennis Court Conversion	Convert tennis courts to pickleball courts and construct a seating area with shelter					$500,000						$500,000	
PR-28-07	Greenhouse Upgrades	Upgrade mechanical system, repair irrigation system, and install new shade cloth					$100,000						$100,000	
Public Works Department			**$0**	**$8,750,000**	**$14,625,000**	**$0**	**$3,000,000**	**$0**	**$0**	**$0**	**$0**	**$3,550,000**	**$29,925,000**	
PW-28-01	Infrastructure Maintenance	Emergency Repairs			$200,000								$200,000	
PW-28-02	Infrastructure Maintenance	Traffic Signal Improvements			$200,000								$200,000	
PW-28-03	Infrastructure Maintenance	HMA Resurfacing & PCC Street Repairs			$500,000								$500,000	
PW-28-04	Infrastructure Management	Evaluation study / analysis TBD			$100,000								$100,000	
PW-28-05	NPDES PH II Program Management	Citywide MS4 - storm sewer improvements			$200,000								$200,000	
PW-28-06	Indian Creek Channel Rehabilitation	Repair of I.C. concrete structure		$2,750,000	$2,250,000								$5,000,000	FMP
PW-28-07	McPherson Round-a-bout	Intersection improvements at Valley View			$1,500,000								$1,500,000	
PW-28-08	N. 17th St Sewer Rehab - Phase I	Pavement, sewer			$700,000							$300,000	$1,000,000	Other = Sewer
PW-28-09	E Manawa Sewer Rehab - Phase XVI	Pavement, sewer			$1,150,000							$600,000	$1,750,000	Other = Sewer
PW-28-10	3rd Avenue Sewer Rehab	Pavement, sewer - 2500 Block			$425,000							$200,000	$625,000	Other = Sewer
PW-28-11	Harry Langdon Intersection Improvements	Pavement - Add turn lanes at Vets Hwy			$1,000,000								$1,000,000	
PW-28-12	S 23rd Street Sewer Rehab - Phase III	Pavement, sewer			$700,000							$300,000	$1,000,000	Other = Sewer
PW-28-13	N. 16th St Reconstruction	Pavement - Ave G to Nash		$6,000,000	$3,000,000								$9,000,000	STBG, TSIP
PW-28-14	Washington Avenue Reconstruction - Phase 1	Pavement, sewer - Kanesville to N. 8th St			$700,000							$300,000	$1,000,000	Other = Sewer
PW-28-15	W. Pierce Street Reconstruction	Pavement, sewer			$1,050,000							$450,000	$1,500,000	Other = Sewer
PW-28-16	Lockwood Place Rehab	Pavement, sewer - Woodbury north			$950,000							$400,000	$1,350,000	Other = $

FY 28

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources										Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	Gen Fund	Iowa West Grant	Other Grant	Donations	Other		
PW-28-17	Sewer Extension - Southlands	Expansion of sanitary sewer system to support future growth					$3,000,000						$3,000,000	
PW-28-18	WPCP Master Plan	Plan for expansion & permit req. / N.R. Pilot sudy										$1,000,000	$1,000,000	Other = Sewer
Total			**$0**	**$8,750,000**	**$14,625,000**	**$0**	**$17,451,280**	**$5,310,000**	**$0**	**$0**	**$0**	**$4,550,000**	**$50,686,280**	

FY 29

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources										Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	Gen Fund	Iowa West Grant	Other Grant	Donations	Other		
Building Maintenance			**$0**	**$0**	**$0**	**$0**	**$0**	**$2,250,000**	**$0**	**$0**	**$0**	**$4,700,000**	**$6,950,000**	
BM-29-01	MAC Outdoor Sinage	Replace exterior building logo signs and LED displays						$900,000					$900,000	
BM-29-02	MAC Banquet Seating and Furniture	New banquet chairs, tables, bar furniture and soft seating for ballrooms, meeting rooms and prefunction areas						$250,000					$250,000	
BM-29-03	Western Historic Trail Center Demo	Demo structure and rebuild levee						$500,000					$500,000	
BM-29-04	MAC Wallpaper and doors in ballrooms	Replace aging wall coverings and multiple doors to the spaces						$200,000					$200,000	
BM-29-05	MAC kitchen renovation	Replace kitchen equipment to maintain quality operations						$400,000					$400,000	
BM-29-06	Public Works Storage	Construct new storage facility to replace failing buildings at 1301 and 1901 2nd Ave										$4,700,000	$4,700,000	TBD
Community Development Department			**$825,000**	**$0**	**$0**	**$0**	**$1,600,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,425,000**	
CD-29-01	HUD Consolidated Plan and Housing Assessment	Studies	$75,000				$100,000						$175,000	
CD-29-02	25th Ave and S 19th Street	Acquisition/infrastructure	$750,000				$1,500,000						$2,250,000	
Fire Department			**$0**	**$0**	**$0**	**$0**	**$3,250,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,250,000**	
FD-29-01	Station 2 Remodel	Ph II					$2,000,000						$2,000,000	
FD-29-02	Engine 31 Replacement						$1,250,000						$1,250,000	
Police Department			**$0**	**$0**	**$0**	**$0**	**$1,072,500**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,072,500**	
PD-29-01	Duty Pistol Replacement	Phase 1 - 65 Replacement pistols (holster included)					$162,500						$162,500	
PD-29-02	Vehicles & Heavy Equipment	Replacement of cruisers with upfitting costs					$700,000						$700,000	
PD-29-03	Drone As First Responder	Implementation of 2 UAS DFR Program					$110,000						$110,000	
PD-29-04	Safe City Cameras/Sensors	Staionary and mobile cameras/sensors					$100,000						$100,000	
IT			**$0**	**$0**	**$0**	**$0**	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$750,000**	
IT-27-01	Safety and Security	Cameras, Cyber security software					$70,000						$70,000	
IT-27-02	Infrastructure & Services	Fiber, network switches, servers, storage					$450,000						$450,000	
IT-27-03	Mobile Technology	MDTs and tablets					$80,000						$80,000	
IT-27-04	Software Licensing	Software renewals; permit/licensing software implementation					$150,000						$150,000	
Parks, Recreation and Public Property Department			**$0**	**$0**	**$0**	**$0**	**$2,800,000**	**$153,000**	**$0**	**$0**	**$0**	**$0**	**$2,953,000**	
PR-29-01	Park Maintenance Facility Improvements, Phase II	Improvements to maintenance yard, including new building and site improvements					$1,000,000						$1,000,000	
PR-29-02	City Wide Parking Lot Upgrade and - Bahnsen Park - Avenue L parking upgrade and associated park improvements	Upgrade and Expand Bahnsen Park Parking Lot - Avenue L and associated park improvements					$650,000						$650,000	
PR-29-03	Malmore Park Playground Upgrade, Phase I	Engineering and design of playground and associated park improvements						$45,000					$45,000	
PR-29-04	Roberts Park Playground Improvements, Phase II	Install new playground, shelter area, and associated park improvements					$850,000						$850,000	
PR-29-05	Valley View Park Playground Improvements, Phase II	Install new playground and associated park improvements					$700,000						$700,000	
PR-29-06	Westwood Playground Improvements, Phase II	Install new playground and associated park iimprovements					$600,000						$600,000	
PR-29-07	Bahnsen Park Ave O Parking Lot, Phase I	Engineering and design of parking lot upgrades						$15,000					$15,000	
PR-29-08	Twin City Park Playground Upgrade, Phase I	Engineering and design of playground and associated park improvements						$48,000					$48,000	
PR-29-09	Indian Creek Trail Upgrade, Phase I	Engineering and design of Indian Creek Trail						$45,000					$45,000	
Public Works Department			**$0**	**$3,200,000**	**$16,500,000**	**$1,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$52,600,000**	**$73,800,000**	
PW-29-01	Infrastructure Maintenance	Emergency Repairs			$250,000								$250,000	
PW-29-02	Infrastructure Maintenance	Traffic Signal Improvements			$200,000								$200,000	
PW-29-03	Infrastructure Maintenance	HMA Resurfacing & PCC Street Repairs			$1,000,000								$1,000,000	
PW-29-04	Infrastructure Management	Evaluation study / analysis TBD			$100,000								$100,000	
PW-29-05	NPDES PH II Program Management	Citywide MS4 - storm sewer improvements			$1,000,000								$1,000,000	
PW-29-06	Indian Creek Channel Rehabilitation	Repair of I.C. concrete structure		$3,200,000	$1,800,000								$5,000,000	FMP
PW-29-07	Harry Langdon Blvd Improvements	Expansion/modifications for traffic increases			$2,500,000								$2,500,000	
PW-29-08	N. 17th St Sewer Rehab - Phase II	Pavement, sewer			$700,000							$300,000	$1,000,000	Other = Sewer
PW-29-09	E Manawa Sewer Rehab - Phase XVII	Pavement, sewer			$1,050,000							$450,000	$1,500,000	Other = Sewer
PW-29-10	South Expressway Bridge Reconstruction	Bridges, pavement										$50,000,000	$50,000,000	TBD
PW-29-11	28th Street Storm Rehab - Phase VI	Pavement, sewer			$2,500,000							$750,000	$3,250,000	Other = Sewer
PW-29-12	S 23rd Street Sewer Rehab - Phase IV	Pavement, sewer			$700,000							$300,000	$1,000,000	Other = Sewer
PW-29-13	9th Ave Reconstruction - Phase I	Pavement, sewer - 26th to 28th St			$1,200,000							$300,000	$1,500,000	Other = Sewer
PW-29-14	South Avenue Reconstruction	Intersectiion Realignment at Harry Langdon			$1,500,000								$1,500,000	
PW-29-15	Salt Storage Relocation	Acquisition of land and new salt storage facility				$1,500,000						$500,000	$2,000,000	Other = Sewer
PW-29-16	Sewer Rehab - Insitu Lining	Sewer improvements for I&I reduction			$1,000,000								$1,000,000	
PW-29-17	Pump Station Rehab	21st & Ave K Odor Control, HVAC, and Controls			$1,000,000								$1,000,000	
Total			**$825,000**	**$3,200,000**	**$16,500,000**	**$1,500,000**	**$9,472,500**	**$2,403,000**	**$0**	**$0**	**$0**	**$57,300,000**	**$91,200,500**	

FY 30

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources										Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	Gen Fund	Iowa West Grant	Other Grant	Donations	Other		
Building Maintenance			**$0**	**$0**	**$0**	**$0**	**$0**	**$1,595,000**	**$0**	**$0**	**$0**	**$0**	**$1,595,000**	
BM-30-01	MAC Arena Lighting Replacement	Replace Arena lighting with more efficient LED lighting						$550,000					$550,000	
BM-30-02	MAC Staging	Replace existing A frame stage with a new stage						$85,000					$85,000	
BM-30-03	Library Exterior Walls	Clean and seal the Library exterior and re-seal window frames						$300,000					$300,000	
BM-30-04	MAC domestic hot water boilers	Replace 28 year old hot water boilers supplying restrooms locker rooms and kitchen						$160,000					$160,000	
BM-30-05	MAC remodel Suites and Lobby	New wallcoverings, carpet, counters, appliances and furniture						$500,000					$500,000	
Community Development Department			**$0**	**$0**	**$0**	**$0**	**$2,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,500,000**	
CD-30-01	FIRST AVE	Acquisitions/demolitions/infrastructure/studies					$750,000						$750,000	
CD-30-02	Mid-City Improvements	Acquisitions/demolitions/infrastructure					$500,000						$500,000	
CD-30-03	East Manawa Development (South)	Acquisition (south of City property)					$1,250,000						$1,250,000	
Fire Department			**$0**	**$0**	**$0**	**$0**	**$6,350,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,350,000**	
FD-30-01	Fire Station 7 (New Station)	Additional Station in Southwest quadrant of the City					$6,000,000						$6,000,000	
FD-30-02	Medic Unit Replacement						$350,000						$350,000	
Police Department			**$0**	**$0**	**$0**	**$0**	**$1,072,500**	**$0**	**$0**	**$0**	**$0**	**$162,500**	**$1,235,000**	
PD-30-01	Duty Pistol Replacement	Phase 2 - 65 Replacement pistols (holster included)					$162,500					$162,500	$325,000	
PD-30-02	Vehicles & Heavy Equipment	Replacement of cruisers with upfitting costs					$700,000						$700,000	
PD-30-03	Drone As First Responder	Implementation of 2 UAS DFR Program					$110,000						$110,000	
PD-30-04	Safe City Cameras/Sensors	Staionary and mobile cameras/sensors					$100,000						$100,000	
IT			**$0**	**$0**	**$0**	**$0**	**$700,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$700,000**	
IT-27-01	Safety and Security	Cameras, Cyber security software					$70,000						$70,000	
IT-27-02	Infrastructure & Services	Fiber, network switches, servers, storage					$400,000						$400,000	
IT-27-03	Mobile Technology	MDTs and tablets					$80,000						$80,000	
IT-27-04	Software Licensing	Software renewals; permit/licensing software implementation					$150,000						$150,000	
Parks and Recreation Department			**$0**	**$0**	**$0**	**$0**	**$2,735,000**	**$88,000**	**$0**	**$0**	**$0**	**$0**	**$2,823,000**	
PR-30-01	Indian Creek Trail Upgrade, Phase II	Upgrade and Improve Indian Creek Trail					$700,000						$700,000	
PR-30-02	Malmore Park Playground Upgrade, Phase II	Construct new play ground and associated park improvements					$535,000						$535,000	
PR-30-03	Trail Improvements	Upgrade and Improve Existing Trails					$550,000						$550,000	
PR-30-04	Sternhill Park Playground Upgrade, Phase I	Engineering and design of playground and associated park improvements						$48,000					$48,000	
PR-30-05	Graham Park Playground Improvements, Phase I	Engineering and design of playground and associated park improvements						$40,000					$40,000	
PR-30-06	Bahnsen Park Ave O Parking Lot, Phase II	Upgrade and Expand Bahnsen Park Ave O Parking Lot and associated park improvements					$450,000						$450,000	
PR-30-07	Twin City Park Playground Improvements, Phase II	Construct new play ground and associated park improvements					$500,000						$500,000	
Public Works Department			**$0**	**$11,700,000**	**$17,475,000**	**$0**	**$2,000,000**	**$0**	**$0**	**$0**	**$0**	**$11,650,000**	**$42,825,000**	
PW-30-01	Infrastructure Maintenance	Emergency Repairs			$250,000								$250,000	
PW-30-02	Infrastructure Maintenance	Traffic Signal Improvements			$225,000								$225,000	
PW-30-03	Infrastructure Maintenance	HMA Resurfacing & PCC Street Repairs			$1,000,000								$1,000,000	
PW-30-04	Infrastructure Management	Evaluation study / analysis TBD			$150,000								$150,000	
PW-30-05	NPDES PH II Program Management	Citywide MS4 - storm sewer improvements			$200,000								$200,000	
PW-30-06	Indian Creek Channel Rehabilitation	Repair of I.C. concrete structure		$3,700,000	$2,300,000								$6,000,000	FMP
PW-30-07	Levee Certification Project	Mosquito Creek Levee Improvements			$1,000,000								$1,000,000	
PW-30-08	N. 17th St Sewer Rehab - Phase III	Pavement, sewer			$700,000							$300,000	$1,000,000	Other = Sewer
PW-30-09	E Manawa Sewer Rehab - Phase XVIII	Pavement, sewer			$1,150,000							$600,000	$1,750,000	Other = Sewer
PW-30-10	N. Broadway Reconstruction - Phase I	Pavement, sewer			$3,000,000							$500,000	$3,500,000	Other = Sewer
PW-30-11	Harry Lanngdon Reconstruction	Pavement - widen at LC, new signalized intersection			$2,000,000								$2,000,000	
PW-30-12	S 23rd Street Sewer Rehab - Phase V	Pavement, sewer			$1,050,000							$450,000	$1,500,000	Other = Sewer
PW-30-13	Valley View Sewer Rehab	Sanitary sewer										$1,000,000	$1,000,000	Other = Sewer
PW-30-14	Washington Avenue Reconstruction - Phase 2	Pavement, Sewer - Kanesville to N. 8th St			$700,000							$300,000	$1,000,000	Other = Sewer
PW-30-15	Harrison Street Resurfacing	Pavement - Kanesville to Morgan St			$1,000,000								$1,000,000	
PW-30-16	Sewer Rehab - Insitu Lining	Sewer improvements for I&I reduction										$500,000	$500,000	Other = Sewer
PW-30-17	Pump Station Rehab	4001 Storm Trash Rack			$750,000								$750,000	
PW-30-18	WPCP Effluent Pump Station	Pump Station for discharge during high river			$2,000,000								$2,000,000	
PW-30-19	Kanesville Reconstruction, Phase 1	Reconstruct Segment of TJ'd roadway		$8,000,000								$8,000,000	$16,000,000	STBG, IDOT payment for TJ

FY 30

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources										Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	Gen Fund	Iowa West Grant	Other Grant	Donations	Other		
PW-30-20	Sewer Extension	Expansion of sanitary sewer system to support future growth					$2,000,000						$2,000,000	
Total			**$0**	**$11,700,000**	**$17,475,000**	**$0**	**$15,357,500**	**$1,683,000**	**$0**	**$0**	**$0**	**$11,812,500**	**$58,028,000**	

FY 31

PROJECT #	PROJECT TITLE	DESCRIPTION	Current Year Funding Sources										Current Year Project Cost	Notes/Further information
			Federal	State	Sales	Road Use	GO	General Fund - Gaming	Iowa West Grant	Other Grant	Donations	Other		
Building Maintenance			**$0**	**$0**	**$0**	**$0**	**$0**	**$3,800,000**	**$0**	**$0**	**$0**	**$20,000,000**	**$23,800,000**	
BM-31-01	Remodel / Replace City Hall											$20,000,000	$20,000,000	TBD
BM-31-02	MAC Chiller Replacement	Replace aging equipment						$2,500,000					$2,500,000	
BM-31-03	MAC Escalator Replacement	Replace aging equipment						$800,000					$800,000	
BM-31-04	Central Fire Dorms Update	Remodel restrooms, replace showers and floor coverings.						$150,000					$150,000	
BM-31-05	City Wide Parking Lot Repairs	Reseal joints, re-stripe and apply sealers at multiple facilities						$350,000					$350,000	
Community Development Department			**$0**	**$0**	**$0**	**$0**	**$7,250,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$7,250,000**	
CD-31-01	East End Park	Acquisition					$750,000						$750,000	
CD-31-02	Vine Street	Acquisition/demolition					$1,000,000						$1,000,000	
CD-31-03	East Manawa Development (South)	Infrastructure					$3,000,000						$3,000,000	
CD-31-04	Industrial Park (location TBD)	Acquisition/demolition/infrastructure					$2,500,000						$2,500,000	
Fire Department			**$0**	**$0**	**$0**	**$0**	**$350,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$350,000**	
FY-31-01	Medic Unit Replacement						$350,000						$350,000	
Police Department			**$0**	**$0**	**$0**	**$0**	**$3,910,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,910,000**	
PD-31-01	Police Mobile Radio Replacement	Address end of life for current Motorola portables					$3,000,000						$3,000,000	
PD-31-02	Vehicles & Heavy Equipment	Replacement of cruisers with upfitting costs					$700,000						$700,000	
PD-31-03	Drone As First Responder	Implementation of 2 UAS DFR Program					$110,000						$110,000	
PD-31-04	Safe City Cameras/Sensors	Staionary and mobile cameras/sensors					$100,000						$100,000	
Parks and Recreation Department			**$0**	**$0**	**$0**	**$0**	**$2,306,000**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$2,356,000**	
PR-31-01	Roberts Park Parking Lot Upgrade	Upgrade and expand parking lot					$400,000						$400,000	
PR-31-02	Roberts Park Maintenance Storage Facility	Install new storage facility					$250,000						$250,000	
PR-31-03	Recreaton Complex Parking Lot A Upgrade	Upgrade parking lot A					$400,000						$400,000	
PR-31-04	Sternhill Park Playground Upgrade, Phase II	Engineering and design of playground and associated park improvements					$595,000						$595,000	
PR-31-05	Graham Park Playground Improvements, Phase II	Engineering and design of playground and associated park improvements					$661,000						$661,000	
PR-31-06	Bahnsen Park Playground Improvements, Phase I	Engineering and design of playground and associated park improvements						$50,000					$50,000	
Public Works Department			**$0**	**$16,700,000**	**$19,600,000**	**$0**	**$2,000,000**	**$0**	**$0**	**$0**	**$0**	**$36,350,000**	**$74,650,000**	
PW-31-01	Infrastructure Maintenance	Emergency Repairs			$250,000								$250,000	
PW-31-02	Infrastructure Maintenance	Traffic Signal Improvements			$250,000								$250,000	
PW-31-03	Infrastructure Maintenance	HMA Resurfacing & PCC Street Repairs			$2,000,000								$2,000,000	
PW-31-04	Infrastructure Management	Evaluation study / analysis TBD			$150,000								$150,000	
PW-31-05	NPDES PH II Program Management	Citywide MS4 - storm sewer improvements			$250,000								$250,000	
PW-31-06	Indian Creek Channel Rehabilitation	Repair of I.C. concrete structure		$3,700,000	$2,300,000								$6,000,000	
PW-31-07	Levee Certification Project	Mosquito Creek Levee Improvements										$25,000,000	$25,000,000	Other = TBD
PW-31-08	N. 17th St Sewer Rehab - Phase IV	Pavement, sewer			$700,000							$300,000	$1,000,000	Other = Sewer
PW-31-09	E Manawa Sewer Rehab - Phase XIX	Pavement, sewer			$1,150,000							$600,000	$1,750,000	Other = Sewer
PW-31-10	Franklin Ave Reconstruction	Pavement, sewer - Lincoln to south			$1,500,000								$1,500,000	
PW-31-11	28th Street Storm Rehab - Phase VII	Pavement, sewer			$2,000,000							$1,000,000	$3,000,000	Other = Sewer
PW-31-12	S 23rd Street Sewer Rehab - Phase VI	Pavement, sewer			$1,050,000							$450,000	$1,500,000	Other = Sewer
Pw-31-13	23rd Ave Reconstruction - Phase I	Pavement, sewer - S Expressway to west			$3,000,000								$3,000,000	
PW-31-14	S. 1st Street Reconstruction	Pavement, sewer - Pierce St to Madison			$2,000,000							$1,000,000	$3,000,000	Other = Sewer
PW-31-15	North Broadway	Pavement, Orchard Ave to Oak St			$1,000,000								$1,000,000	
PW-31-16	Pump Station Rehab	Additonal pump at N. 28th Storm			$1,000,000								$1,000,000	
PW-31-17	Pump Station Rehab	Harrah's Storm Trash Rack			$1,000,000								$1,000,000	
PW-31-18	WPCP Admin Building	Facility Replacement for Admin and Lab		$4,000,000								$1,000,000	$5,000,000	SRF ?, Other = Sewer
PW-31-19	Kanesville Reconstruction, Phase 2	Reconstruct Segment of TJ'd roadway		$9,000,000								$7,000,000	$16,000,000	STBG, IDOT payment for TJ
PW-31-20	Sewer Extension	Expansion of sanitary sewer system to support future growth					$2,000,000						$2,000,000	
Total			**$0**	**$16,700,000**	**$19,600,000**	**$0**	**$15,816,000**	**$3,850,000**	**$0**	**$0**	**$0**	**$56,350,000**	**$112,316,000**	

City of Council Bluffs

GO Bonding Process

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

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

Step 2 – Set public hearing for bond purposes

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

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

Step 4 – Reimbursement resolution

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

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

a. Presentation to Moody's Investors for debt rating

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

Step 8 – Sale of Bonds public hearing

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

PARKS AND RECREATION DEPARTMENT
FY 27 CAPITAL IMPROVEMENT PROGRAM
BUDGET REQUEST REPORT

EXECUTIVE SUMMARY

The Parks and Recreation Department is requesting a total of $2,160,000.00 in funding for the FY 27 Capital Improvement Program (CIP). The FY 27 request includes $205,000.00 in operating funds for a tree inventory and the design and engineering of a project planned for next year's CIP request. The pre-planning efforts will shorten the time of the overall project and allow for more accurate opinions of probable cost.

The funding request includes $1,955,000.00 in General Obligation Bonds.

PRE-PLANNING EFFORTS
The FY 27 CIP includes a funding request in the amount of $85,000.00 for pre-planning, engineering, and design. This amount represents approximately four percent of the overall request.

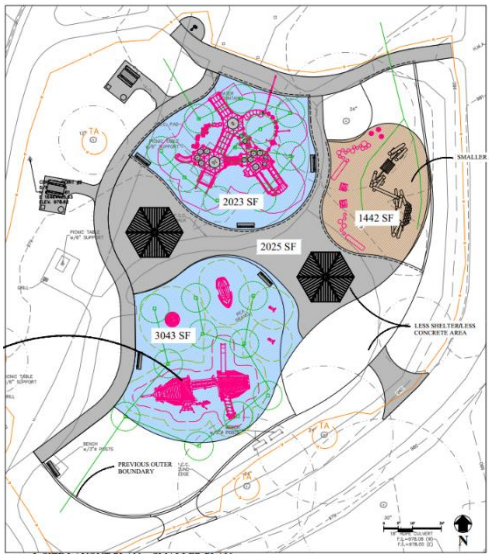
REINVESTMENT INTO EXISTING INFRASTRUCTURE AND ASSETS.
The FY 27 CIP includes a funding request in the amount of $1,450,000.00 to upgrade/ improve existing park assets. This amount represents approximately sixty-seven percent of the overall request.

TREE INVENTORY.
The FY 27 CIP includes a funding request in the amount of $120,000.00 for having 10,000 – 15,000 City trees inventoried. This amount represents approximately six percent of the FY 27 CIP funding request.

HEAVY EQUIPMENT AND VEHICLES
The FY 27 CIP includes a request for Heavy Equipment and Vehicles in the amount of $505,000.00. This amount represents approximately twenty-three percent of the overall request.

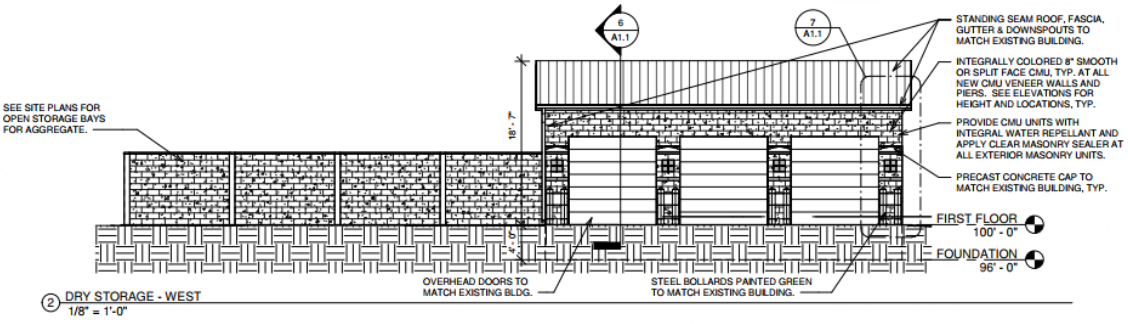
CAPITAL IMPROVEMENT PROJECT NARRATIVE

1. PR-27-01 BIG LAKE PARK PLAYGROUND IMPROVEMENTS, PHASE II. The FY 27 CIP funding request is $950,000. This funding is for construction of the playground replacement and upgrade at Big Lake Park. The existing playground will be removed. A new and expanded play ground will be installed. The playground will be expanded to compensate for the absence of the playground on the north side of the park that was removed after the 2019 flood.



2. PR-27-02 PIRATE COVE FILTER SYSTEM UPGRADE. The FY 27 CIP funding request is $225,000. The current filter system is almost 35 years old. It is leaking and in need of replacement. Components of the system that we currently have are obsolete. We currently have a High Rate sand filter system which will clean down to 25-30 microns at best. We have had to close the pools numerous times due to the clarity of the water. We are proposing to upgrade to a system that cleans down to 1-2 microns.

3. PR-27-03 RECREATION COMPLEX STORAGE BUILDING. The FY 27 CIP funding request is $175,000. Council approved $375,000 in FY 23 funding and $175,000 in FY 25 funding for the improvement of the maintenance facility at the Recreation Complex. These improvements were to include: new security fencing, designated entry into the yard, and storage building for materials and supplies. After two unsuccessful requests for bids, design changes were made to change the HMA paving to PCC. This caused an increase to the construction costs resulting in the removal of the storage building from the initial construction. The building slab and foundation were completed as part of the initial construction.



4. PR-27-04 GREENHOUSE UPGRADES. The FY 27 CIP funding request is $100,000. The funding request is for the upgrade of the mechanical system, repair of the irrigation system, repair of the roof, and the installation of a new shade cloth. The greenhouse mechanical, irrigation, and shade cloth system is nearing the end of its useful life and in need of upgrade.



5. PR-27-05 TREE INVENTORY. The FY 27 request is $120,000. Our intention is to use the funds to have 10,000 – 15,000 city trees inventoried. We hope to capture data including location, species, size, and condition of these trees. We will be able to use the captured data to guide a proactive approach in the maintenance of our city trees.

6. PR-27-06 RECREATION COMPLEX PARKING LOT ADDTION, PHASE I. The FY 27 request is $85,000. The funding request for Phase I is for the design and engineering of an additional parking lot at the Recreation Complex. The parking lot would connect parking lots B & C and provide up to an additional 200 parking spaces.



7. PR-27-07 HEAVY EQUIPMENT AND VEHICLES. The FY 27 request is $505,000. Our intention is to use the funds to purchase the pieces of equipment and vehicles list in the table below. However, due to availability and timing of delivery, it may be necessary to substitute a piece of equipment or vehicle with a different make and/or model. In some cases, we may choose to purchase a piece of equipment from our future priority list instead of an item below because of its availability.

FY-27 PARKS DEPARTMENT VEHICLE & HEAVY EQUIPMENT REQUEST	
Description	**Cost Estimate**
3/4 Ton Regular Cab 4x4 Pickup w/ V-Blade & Spreader	$ 77,500.00
Utility Vehicle	$ 40,000.00
1 Ton 4x4 Pickup	$ 60,000.00
Utility Vehicle w/ Sprayer & Seeder	$ 43,000.00
Hydraulic Stump Grinder	$ 24,000.00
3/4 Ton Regular Cab 4x4 Pickup	$ 52,500.00
2 - 72" Zero Turn Mowers	$ 36,000.00
Concrete Buggy	$ 27,000.00
Boom Sprayer	$ 45,000.00
132" Mower	$ 100,000.00
TOTAL	$ 505,000.00

SUMMARY

Approximately four percent of the funding requested in the FY 27 CIP is allocated for pre-planning, design and engineering. The Parks Department is still focused on reinvestment in existing assets; approximately sixty-seven percent of the CIP request is for reinvestment. This is a significant increase from last year, however, the ratio in the FY 26 CIP was a bit skewed due to the funding from Iowa West Foundation of $3,000,000.00 for the new improvements to West Broadway. The FY 27 request and the identified projects are aligned with the City's mission "*To continuously improve the quality of life and attractiveness of the City of Council Bluffs*".

City Council Communication

Department: Community Development Case/Project No. MIS-25-005	Resolution No. _____	City Council: 12/15/25 Planning Commission: 11/12/25

Subject/Title

Request: Public hearing on the request of the City of Council Bluffs to review and adopt the Fiscal Year 2027 through Fiscal Year 2031 Capital Improvement Plan.

Background/Discussion

The City annually prepares and adopts a Capital Improvement Program (CIP). The CIP establishes which projects will be undertaken during the next fiscal year and proposes other projects for the balance of a five-year period. The CIP is utilized as a financial tool and is required to meet underwriting criteria for issuing bonded indebtedness. The CIP should also be considered as the primary method of implementing the goals and objectives contained in the Bluffs Tomorrow: 2030 Comprehensive Plan, neighborhood plans, and other less informal expressions of community policy.

City staff has prepared a CIP document for review and approval by the City Planning Commission and City Council. Within the document six specific categories and their associated goals/objectives were identified, as follows: public facilities, parks and recreation, public safety, utilities, communications, transportation, community development, and library. Staff is now requesting review and recommendation by the City Planning Commission on the proposed FY2027 through 2031 CIP and has the following comments:

- The proposed FY2027 CIP outlines a detailed listing of 46 projects and calls for the expenditure of $38,465,658. The FY2026 CIP should be considered final.
- The balance of the CIP (FY2028 through FY2031) contains a preliminary allocation of $312,230,780 in expenditures over a four-year period and should be considered preliminary.

The City Planning Commission should review the proposed FY2027 through FY2031 CIP for consistency with the City's adopted comprehensive plan.

Recommendation

The Community Development Department recommends that the City Planning Commission find the proposed Capital Improvement Program for FY2027 through FY2031 consistent with the Bluffs Tomorrow: 2030 Comprehensive Plan.

Public Hearing

Staff speakers for the request:

1. Danielle Bemis, Finance Director, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503
2. Courtney Harter, Director, Community Development Department, 209 Pearl Street, Council Bluffs, IA 51503
3. Christopher Gibbons, Planning Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speaker in favor: None

Speakers against: None

The City Planning Commission recommended approval of the proposed Capital Improvement Program for FY2027 through FY2031 and found it to be consistent with the Bluffs Tomorrow: 2030 Comprehensive Plan.

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

Attachments

Attachment A: Capital Improvement Program for FY2027 through FY2031

Prepared by: Christopher N. Gibbons, AICP, Planning Manager

RESOLUTION NO. 25-303

A RESOLUTION APPROVING THE CITY OF COUNCIL BLUFFS FY27-FY31 CAPITAL IMRPOVEMENT PROGRAM (CIP)

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

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

WHEREAS, the City of Council Bluffs is required to publish and post the proposed budget at least ten 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

Approval of the City of Council Bluffs FY27-Fy31 Capital Improvement Program (CIP).

ADOPTED
AND
APPROVED December 15, 2025

.

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.: SUB-25-012

Subject/Title

Resolution 25-304
Resolution granting final plat approval for two-lot minor subdivision to be known as L-43 Subdivision, being legally described as part of the West ½ of the SW1/4, part of the NE1/4 SW1/4, and part of the SE1/4 NW1/4, all in Section 5-74-43. Location: Undeveloped land lying west of Valley View Drive, east of Mosquito Creek, and southwesterly of the intersection of Longview Loop Road and Valley View Drive. SUB-25-012

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: Council Bluffs Medical Office final plat
Attachment B: Location/zoning map
25-304.doc

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

4.C

City Council Communication

Department: Community Development CASE #SUB-25-012 Applicant: Larry Andersen 23363 Cottonwood Road Council Bluffs, IA 51503 Property Owners: L-43 Farm, LLC 23363 Cottonwood Road Council Bluffs, IA 51503 Larry and Debby Andersen 23363 Cottonwood Road Council Bluffs, IA 51503 Surveyor: Wilke Land Surveying 401 1800th Street Panama, Iowa 51562	Resolution No. _____	Public Hearing: 12/15/2025

Subject/Title

Request: Final plat approval of a two-lot minor subdivision to be known as L-43 Subdivision and being legally described as part of the West ½ of the SW1/4, part of the NE1/4 SW1/4, and part of the SE1/4 NW1/4, all in Section 5-74-43, City of Council Bluffs, Pottawattamie County, Iowa and being more particularly described in Attachment 'A' of the case staff report.

Location: Undeveloped land lying west of Valley View Drive, east of Mosquito Creek, and southwesterly of the intersection of Longview Loop Road and Valley View Drive.

Background/Discussion

The Community Development Department has received an application from Larry V. Andersen, representing L-43 Farm, LLC, for final plat approval of a two-lot minor subdivision to be known as L-43 Subdivision, legally described as being part of the W1/2 of the SW1/4, part of the NE1/4 SW1/4, and part of SE1/4 NW1/4, all in Section 5-74-43, City of Council Bluffs, Pottawattamie County, Iowa (see Attachment A). The proposed subdivision is zoned A-2/Parks, Estates, and Agricultural District and contains 52.45 acres of undeveloped land. The applicant currently farms the subject property and has proposed to subdivide the land into two parcels for farming and/or future development purposes. Both proposed lots will contain 26.72 acres of land and will have direct access to Valley View Drive. The submitted final plat shows the property contains floodplain/floodways associated with Mosquito Creek, as well as, easements for sanitary sewer (City of Council Bluffs) and an underground gas pipeline (Black Hills Energy).

Zoning/Land Use

The subject property is zoned A-2/Parks, Estates, and Agricultural District (see Attachment B). Surrounding zoning includes C-2/General Commercial District and A-2 District to the north; C-2/General Commercial District and R-1/Single-Family Residential District to the south; R-2/Two-Family Residential District along with R-3 District (County) and C-2 District (County); and A-2/Parks, Estates, and Agricultural District to the west. Existing land uses in the general vicinity of this request includes: residential dwellings and a commercial shopping center to the north; Council Bluffs Fire Station #4, single-family residential dwellings (City and County), townhomes, commercial shopping center, and a veterinary clinic to the east; Mosquito Creek to the west; and undeveloped land to the south.

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

Comments

1. The proposed subdivision is generally consistent with the purpose and intent of the Council Bluffs Subdivision and Zoning Ordinances.

2. All land uses and site development activity within the proposed subdivision shall comply with the standards set forth in Chapter 15.05, *A-2/Parks, Estates, and Agricultural District*, of the Municipal Code (Zoning Ordinance), until such time the property is rezoned a different classification.

3. The minimum lot size for property zoned A-2 District is three acres, as per Section 15.05.050, Site Development Regulations, A-2 District, of the Council Bluffs Zoning Ordinance. The submitted L-43 Subdivision plat shows proposed Lots 1 and 2 will each contain 26.72 acres of land area, which complies with A-2 District lot size standards.

4. Proposed Lots 1 and 2, L-43 Subdivision have frontage and direct access onto Valley View Drive. All access to said lots onto Valley View Drive shall be reviewed and approved by the City of Council Bluffs.

5. The proposed subdivision is located entirely within an AE Flood Zone and partially within a floodway, based on FEMA flood map panels 19155CO577E dated 2/4/2005. The applicant's surveyor notated all floodplains/floodways, as well as the base flood elevations for all land within the subdivision on the final plat for documentation and references purposes. The applicant's surveyor shall verify the location and description of all floodplains and floodways on the property are in accordance with FEMA records. The base flood elevations shall be removed from the final plat as they are subject to change. With adequate engineering and construction controls, the land in this subdivision is generally suitable for development, subject to compliance with all applicable federal, state, and local floodplain regulations.

6. Proposed Lot 1, L-43 Subdivision has access to public water, sanitary sewer, and storm sewers along Mosquito Creek and/or Valley View Drive. Proposed Lot 2, L-43 Subdivision has access to sanitary sewers and storm sewers along Mosquito Creek and/or Valley Drive. Public water is not immediately accessible to said lot and must be extended in order to facilitate future land development. The applicant and/or future developer must coordinate with Council Bluffs Water Works to extend public water to the site prior to issuance of any building permits for construction on said Lot 2. Additionally, the City of Council Bluffs has an existing sanitary sewer line that runs along the westerly portion of the proposed subdivision. Surveyor notes on the plat state there is not a recorded easement for this sanitary sewer on file with the Pottawattamie County Recorder's Office. A 30-foot-wide access/maintenance easement (15 feet on either side of the centerline of the existing sanitary sewer

line) shall be notated on the final plat prior to being signed by the City and recorded with Pottawattamie County. Any cost to construct, extend, remove and/or relocate any utilities within or to this subdivision shall be the sole responsibility of the applicant/developer, and not the City of Council Bluffs.

7. All electric, cable and communication facilities shall be installed underground. All costs to construct, remove and/or relocate any utilities in this subdivision shall be the responsibility of the developer, and not the City.

8. MidAmerican Energy Company stated they have no concerns regarding the final plat.

9. The following technical correction shall be made to the plat prior to being executed:
    a. Pottawattamie County records show the land is under the ownership of L-43 Farm, LLC, Larry V. Andersen, and Debby Andersen. The signature blocks on the final plat shall be updated to include the names of all legal owners associated with the land prior to being submitted to the City for signatures.
    b. Add the name 'Courtney Harter' to the signature line for the Community Development Department Director.
    c. Add the name 'Jodi Quakenbush' to the signature line for City Clerk.
    d. Add the name 'Jill K. Almonte' to the signature line for Mayor
    e. Remove the 'Pottawattamie County Auditor' signature line from the plat.
        i. Update the 'Dedication' section of the final plat to include the standard dedication of all public easements shall appear on the final plat as stated below:

        A perpetual easement is reserved for storm drainage and the installation and maintenance of utilities 5 feet wide along each side of interior lot lines and 10 feet in width along all front and rear lot lines:

        ERECTION OF STRUCTURES PROHIBITED: Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the City Engineer, provided however grantor shall have the right to place and maintain a surfaced roadway over and within the Easement Area.

        CHANGE OF GRADE PROHIBITED: Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

        RIGHT OF ACCESS: City shall have the right of access to the Easement Area and have all right of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.

        REMOVAL AND REPLACEMENT: The cost of removal and replacement of any unauthorized improvement or structures within the Easement Area, necessitated by the exercise of the rights under this easement, shall be borne by the Grantor or their successors or assigns.

        SURFACE RESTORATION: City's liability to restore the surface within the Easement Area shall be limited only to grading and seeding, and replacement of grantors surfaced roadway.

        DUTY TO REPAIR: City agrees that any drain tile, drive or access way, fence, or yard or

other improvements outside of the Easement Area which may be damaged as a result of any entry made through an exercise of the City's right of access shall be repaired at no expense to Grantor.

EASEMENT RUNS WITH LAND: This easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

f. A notation stating whether or not private restrictions or covenants will be recorded with this plat.

Recommendation

The Community Development Department recommends approval of the proposed two-lot minor subdivision to be known as L-43 Farm Subdivision, as legally described above and shown on Attachment A, and subject to the comments above and the conditions below:

1. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Department Director.
2. Conform to all City standards and specifications, the zoning and subdivision ordinances and the Department of Public Works Standards for Public Improvements.
3. All comments and technical corrections stated in case staff report shall be addressed on the final plat prior to execution of the document.
4. All utilities shall be installed underground. Any costs to construct, remove and/or relocate any utilities shall be the responsibility of the applicant and/or developer, and not the City.

Attachments

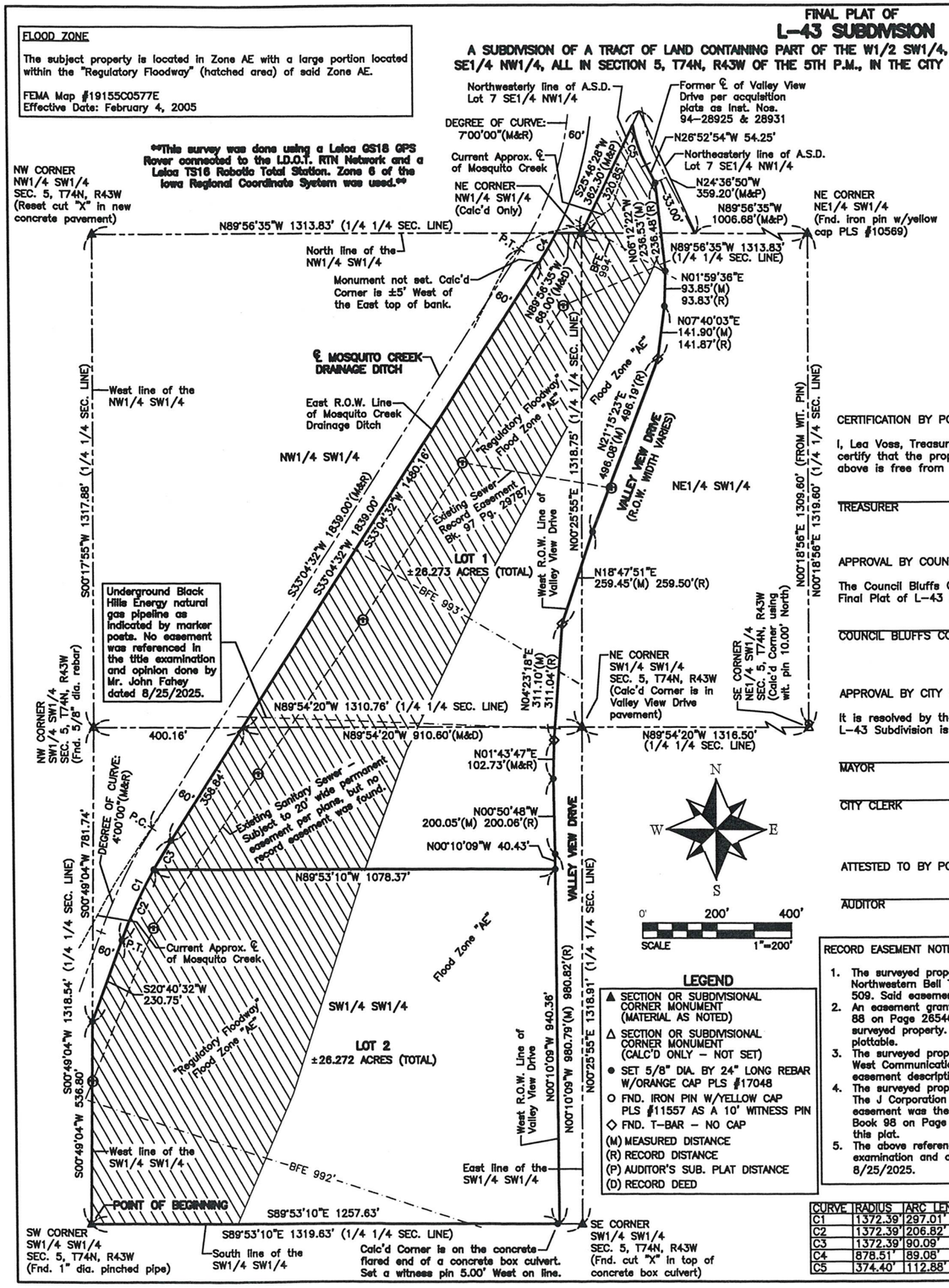
Attachment A: Council Bluffs Medical Office final plat
Attachment B: Location/zoning map

Surveyor: Dean Wilke, Wilke Land Surveying Inc., 401 1800th Street, Panama, IA 51562

Prepared by: Christopher N. Gibbons, AICP, Planning & Code Compliance Manager

FINAL PLAT OF
L-43 SUBDIVISION

A SUBDIVISION OF A TRACT OF LAND CONTAINING PART OF THE W1/2 SW1/4, PART OF THE NE1/4 SW1/4, AND PART OF THE SE1/4 NW1/4, ALL IN SECTION 5, T74N, R43W OF THE 5TH P.M., IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA



LEGEND

- ▲ SECTION OR SUBDIVISIONAL CORNER MONUMENT (MATERIAL AS NOTED)
- △ SECTION OR SUBDIVISIONAL CORNER MONUMENT (CALC'D ONLY – NOT SET)
- ● SET 5/8" DIA. BY 24" LONG REBAR W/ORANGE CAP PLS #17048
- ○ FND. IRON PIN W/YELLOW CAP PLS #11557 AS A 10' WITNESS PIN
- ◇ FND. T-BAR – NO CAP
- (M) MEASURED DISTANCE
- (R) RECORD DISTANCE
- (P) AUDITOR'S SUB. PLAT DISTANCE
- (D) RECORD DEED

PROPERTY DESCRIPTION:

A tract of land containing part of the West Half of the Southwest Quarter, part of the Northwest Quarter of the Southwest Quarter, and part of the Southeast Quarter of the Northwest Quarter, all in Section 5, all in Township 74 North, Range 43 West of the 5th Principal Meridian, in the City of Council Bluffs, Pottawattamie County, Iowa, described as follows:

Beginning at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 5; thence South 89°53'10" East (Assumed Bearing) along a portion of the South line of said Southwest Quarter of the Southwest Quarter a distance of 1257.63 feet to the West right-of-way line of Valley View Drive; thence Northerly along said West right-of-way line the following eleven (11) courses: 1) thence North 00°10'09" West a distance of 980.79 feet; 2) thence North 00°50'48" West a distance of 200.05 feet; 3) thence North 01°43'47" East a distance of 102.73 feet; 4) thence North 04°23'18" East a distance of 311.10 feet; 5) thence North 18°47'51" East a distance of 259.45 feet; 6) thence North 21°15'23" East a distance of 496.08 feet; 7) thence North 07°40'03" East a distance of 141.90 feet; 8) thence North 01°59'36" East a distance of 93.85 feet; 9) thence North 06°12'22" West a distance of 236.53 feet; 10) thence North 26°52'54" West a distance of 54.25 feet; 11) thence Northerly 112.88 feet along a 374.40 foot radius curve concave to the East with a chord bearing of North 18°14'38" West and a chord length of 112.46 feet to the Northwesterly line of Lot 7 of the Auditor's Subdivision of the Southeast Quarter of the Northwest Quarter; thence South 25°46'28" West along a portion of said Northwesterly line a distance of 320.85 feet to the Northeast Corner of the Northwest Quarter of the Southwest Quarter; thence North 89°56'35" West along a portion of the North line of said Northwest Quarter of the Southwest Quarter a distance of 68.00 feet to the East right-of-way line of the Mosquito Creek Drainage Ditch; thence Southwesterly along said East right-of-way line the following four (4) courses: 1) thence Southwesterly 89.08 feet along a 878.51 foot radius curve concave to the West with a chord bearing of South 30°10'15" West and a chord length of 89.04 feet; 2) thence South 33°04'32" West a distance of 1839.00 feet; 3) thence Southwesterly 297.01 feet along a 1372.39 foot radius curve concave to the Southeast with a chord bearing of South 26°52'32" West and a chord length of 296.44 feet; 4) thence South 20°40'32" West a distance of 230.75 feet to the West line of the Southwest Quarter of the Southwest Quarter; thence South 00°49'04" West along a portion of said West line a distance of 536.80 feet to the point of beginning. Said parcel contains 52.545 acres, more or less, and is subject to any and all easements apparent or of record.

CERTIFICATION BY POTTAWATTAMIE COUNTY TREASURER:

I, Lea Voss, Treasurer of Pottawattamie County, Iowa, do hereby certify that the property included in the current legal description above is free from certified taxes and certified special assessments.

TREASURER _____ DATE _____

APPROVAL BY COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT:

The Council Bluffs Community Development Department approves the Final Plat of L-43 Subdivision.

COUNCIL BLUFFS COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

APPROVAL BY CITY OF COUNCIL BLUFFS:

It is resolved by the City of Council Bluffs, Iowa, that said Plat of L-43 Subdivision is hereby accepted and approved.

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

ATTESTED TO BY POTTAWATTAMIE COUNTY AUDITOR:

AUDITOR _____ DATE _____

RECORD EASEMENT NOTES:

1. The surveyed property is subject to an easement granted to Northwestern Bell Telephone Company in Book 1263 on Page 509. Said easement description is vague and is not plottable.
2. An easement granted to Iowa Power and Light Company in Book 88 on Page 26548 runs near a portion of the East line of the surveyed property. Said easement description is vague and is not plottable.
3. The surveyed property is subject to an easement granted to U.S. West Communications Inc. in Book 91 on Page 17199. Said easement description is not plottable.
4. The surveyed property is subject to a sewer easement granted to The J Corporation in Book 97 on Page 29787. Said sewer easement was then assigned to the City of Council Bluffs in Book 98 on Page 14517. Said easement centerline is plotted on this plat.
5. The above referenced easements are based on the title examination and opinion provided by Mr. John P. Fahey dated 8/25/2025.

CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1372.39'	297.01'	296.44'	S26°52'32"W	12°24'00"
C2	1372.39'	206.82'	206.62'	S24°59'34"W	8°38'04"
C3	1372.39'	90.09'	90.07'	S31°11'42"W	3°45'40"
C4	878.51'	89.08'	89.04'	S30°10'15"W	5°48'35"
C5	374.40'	112.88'	112.46'	N18°14'38"W	17°16'30"

DEDICATION:

We, Larry Anderson and L43 Farm LLC, being the owners of the land described hereon and shown on this plat, have caused said land to be subdivided as shown, said Subdivision to be known as L-43 Subdivision Lots 1 and 2, and we do here ratify and approve of the division of the property as shown on this plat.

LARRY ANDERSON _____ DATE _____

L43 FARM, LLC _____ DATE _____

ACKNOWLEDGEMENT OF NOTARY:

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____ of 2025, before me, the undersigned Notary Public, appeared Larry Anderson, and he acknowledged the execution of the foregoing dedication to be his voluntary act and deed.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES ON _____.

LOT 1 ACREAGE SUMMARY TABLE

SW1/4 SW1/4	NW1/4 SW1/4	NE1/4 SW1/4	SE1/4 NW1/4
±8.317 ACRES (TOTAL)	±14.244 ACRES (TOTAL)	±2.955 ACRES (TOTAL)	±0.757 ACRE (TOTAL)

LICENSED LAND SURVEYOR DEAN A. WILKE 17048 IOWA

I hereby certify that this land surveying document was prepared and this related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Dean A. Wilke 11/11/25
Dean A. Wilke — Date
License number 17048
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: This document only.

Final Plat of L-43 Subdivision of part of the W1/2 SW1/4, part of the NE1/4 SW1/4, and part of the SE1/4 NW1/4, all in Section 5, all in T74N, R43W of the 5th P.M., in the City of Council Bluffs, Pottawattamie County, Iowa

SCALE: 1" = 200' | DATE: 11/10/2025

L43 Farm, LLC (1/2 int.) and Larry & Debby Anderson (1/2 int.)
23363 Cottonwood Road Council Bluffs, IA 51503

WILKE LAND SURVEYING INC. – DEAN A. WILKE
401 1800TH ST. PANAMA, IOWA 51562 – PHONE (712)579-0551

PAGE 1 OF 1
JOB #2025090

Attachment B

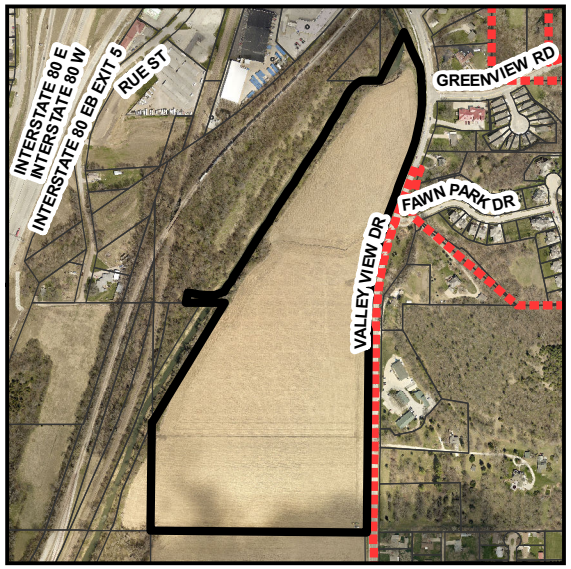
CITY OF COUNCIL BLUFFS
CASE #SUB-25-012 - LOCATION/ZONING MAP

Legend

- CASE #SUB-25-012 - Subject Property
- Council Bluffs (City Boundary)
- Parcels

0 250 500

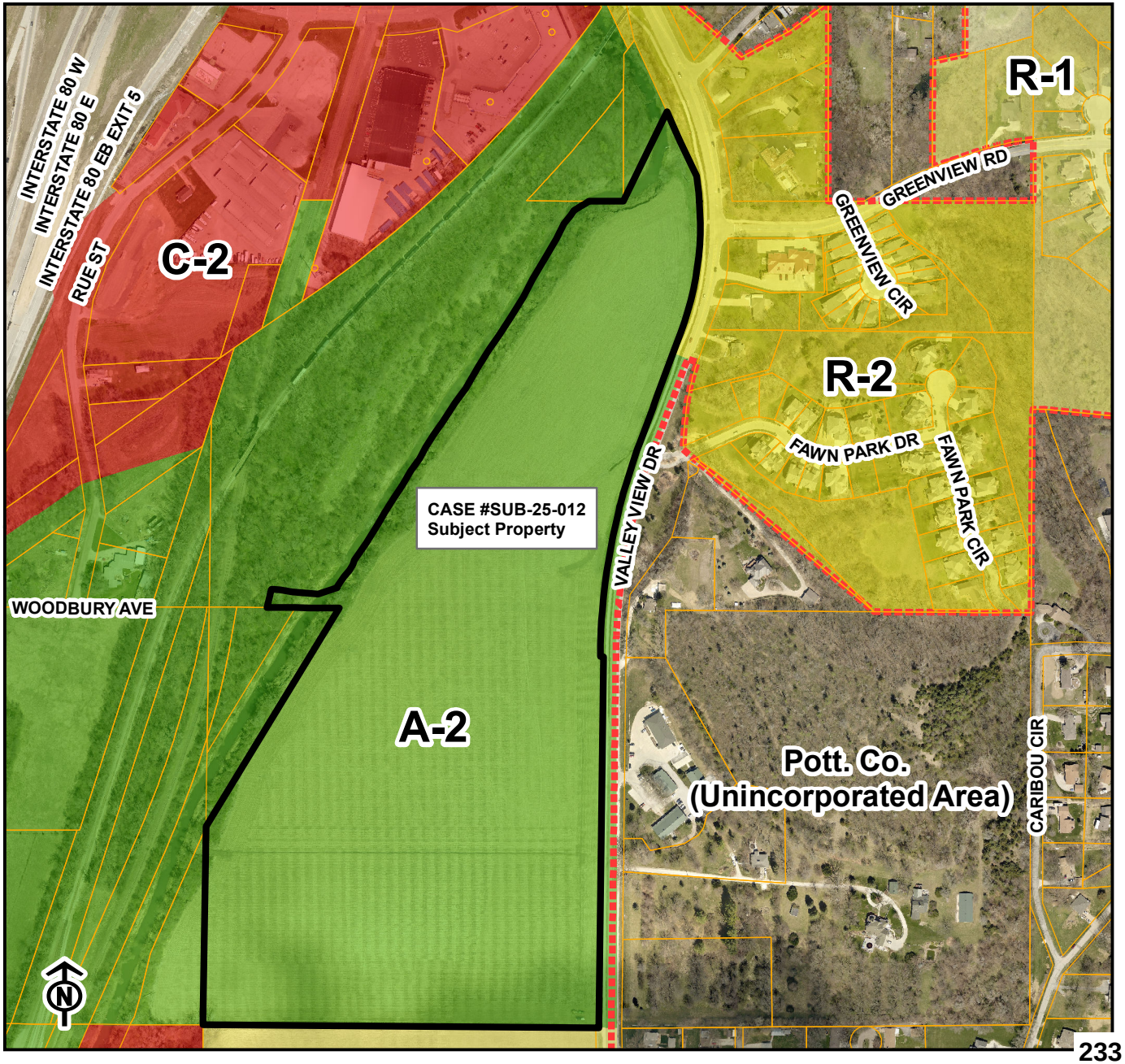
1 Inch = 500 Feet



Last Amended: 11/17/25

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



RESOLUTION NO. 25-304

A RESOLUTION GRANTING FINAL PLAT APPROVAL FOR TWO-LOT MINOR SUBDIVISION TO BE KNOWN AS L-43 SUBDIVISION, BEING LEGALLY DESCRIBED AS PART OF THE WEST ½ OF THE SW1/4, PART OF THE NE1/4 SW1/4, AND PART OF THE SE1/4 NW1/4, ALL IN SECTION 5-74-43, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Larry V. Andersen, representing L-43 Farm, LLC, is requesting final plat approval of a two-lot minor subdivision to be known as L-43 Subdivision, being legally described as part of the West ½ of the SW1/4, part of the NE1/4 SW1/4, and part of the SE1/4 NW1/4, all in Section 5-74-43, City of Council Bluffs, Pottawattamie County, Iowa and being more particularly described in Attachment 'A' of the case staff report; and

WHEREAS, All comments received are outlined in the attached Council Communication and its Attachments; and

WHEREAS, Community Development Department recommends approval of the final plat for a two-lot minor subdivision to be known as L-43 Subdivision, being legally described as part of the West ½ of the SW1/4, part of the NE1/4 SW1/4, and part of the SE1/4 NW1/4, all in Section 5-74-43, City of Council Bluffs, Pottawattamie County, Iowa and being more particularly described in Attachment 'A' of the case staff report, subject to the following conditions:

1. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Department Director.
2. Conform to all City standards and specifications, the zoning and subdivision ordinances and the Department of Public Works Standards for Public Improvements.
3. All comments and technical corrections stated in case staff report shall be addressed on the final plat prior to execution of the document.
4. All utilities shall be installed underground. Any costs to construct, remove and/or relocate any utilities shall be the responsibility of the applicant and/or developer, and not the City.

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

That the final plat for L-43 Farm Subdivision being legally described as part of the West ½ of the SW1/4, part of the NE1/4 SW1/4, and part of the SE1/4 NW1/4, all in Section 5-74-43, City of Council Bluffs, Pottawattamie County, Iowa and being more particularly described in Attachment 'A' of the case staff report, is hereby approved, subject to the conditions set forth above; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are herby authorized and directed to endorse the final plat.

ADOPTED
AND
APPROVED December 15, 2025.

_____
MATTHEW J. WALSH Mayor

ATTEST: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Ordinance 6662
Ordinance to amend Title 5, Sewers, Chapter 5.25, "Tap-On Fees" of the 2025 Municipal Code of Council Bluffs, Iowa, by amending Sections 5.25.010 "Purpose", 5.25.030 "Procedures for Adoption", 5.25.040 "Contents of Ordinance" and retitling and amending Section 5.25.050 "Sewer Extension Enterprise Fund".

Background/Discussion

A new sanitary sewer was constructed along the south side of Kanesville Boulevard. In reviewing the current ordinance for Tap-On-Fees, which was written in the 1990s, it became clear that it required updating as it referred to Iowa Code sections which were no longer correct and required information to be included which is not codifiable (despite project-specific sewer projects requiring codification).

The Director of Public Works brought this issue to the attention of the Legal Department who researched the issue, reviewed similar ordinances in other Iowa cities, and worked with Finance and Public Works to update and amend the language of the ordinance.

The proposed changes to the Ordinance are provided in both a final and a red-line versions for ease of review.

Staff Recommendation

Approval is recommended.

Attachments

251125 RED LINE VERSION Chapter 5.25 Tap On Fees.docx
6662.docx

Prepared by: Whitney Jacque
Approved by:

5.A

Chapter 5.25 - TAP-ON FEES

5.25.010 Purpose
5.25.020 Authority
5.25.030 Procedures For Adoption
5.25.040 Contents Of Ordinance
5.25.050 Sewer Extension Enterprise Fund

5.25.010 Purpose

The purpose of this chapter is to provide substantive and procedural rules for the adoption and implementation of project-specific tap-on fee ordinances. A tap-on fee ordinance shall provide for the equitable apportionment of the costs associated with extension of public utility service to development within the city limits and to development on land identified in the city's comprehensive plan for future incorporation, either of which is beyond the current service area of public utilities and which has not been previously assessed for public utility services. A tap-on fee ordinance shall charge a proportionate share of the total, actual construction cost of the public utility to each owner of benefitted property (excluding any road and road right-of-way) at the time of such owner's connection to the public utility.

(Ord. 5192 § 1, 1994)

5.25.020 Authority

It is the finding of the city council of the city of Council Bluffs, Iowa, that authority for the establishment of project-specific tap-on fees ordinances is found in Article III, Section 38A, Constitution of the State of Iowa, and Iowa Code Chapter 364.

(Ord. 5115 § 1 (part), 1993)

5.25.030 Procedures For Adoption

The city council for the city of Council Bluffs, Iowa, shall substantially comply with the following procedures in the adoption of project-specific tap-on fee ordinances:

A. State code and local rules regarding the adoption of ordinances shall apply, except as augmented by these procedures.

B. A public hearing shall be held before the city council prior to passage of the ordinance. Notice of public hearing, in addition to that required by Iowa Code § 362.3, shall

> be sent by ordinary mail to the owners of record of real property within the benefitted area, in substantially the form set out in and in the manner required by Iowa Code § 384.50.

C. On adoption of a project-specific tap-on fee ordinance, a certified copy of the ordinance shall be filed with the office of the Pottawattamie County recorder.

D. Following the adoption of a project-specific tap-on-fee ordinance, the fee, calculated on a per-acre or per connection basis, shall be included in the Schedule of Fees set out in CBMC 2.08. For any existing tap-on-fee ordinances adopted prior to January 1, 2025, said fee shall now be added to the Schedule of Fees in CBMC 2.08 for completeness as follows:

CBMC 5.25	**Project-Specific Tap-On-Fees**	
	Gleason Avenue Sanitary Sewer Extension (Ordinance No. 5436)	$1,000 per acre
	Greenview Drive Sanitary Sewer Extension (Ordinance 5426)	Maximum fee of $1,000 per connection, minimum of $400 per connection -Forest Glen Phase III $766.49 per lot -Glen Oaks Subdivision $479.18 per lot -Tara Hills Subdivision $474.62 per lot
	East 29th Avenue Sewer Extension (Ordinance No. 6048)	$10,301.78 per acre; minimum connection fee of $7,195.40
	Simms Avenue Sanitary Sewer Extension (Ordinance No. 5207)	$3,039.31
	US 275 Sanitary Sewer Extension (Ordinance No. 5843)	$1,938.40 per acre

(Ord. 5115 § 1, 1993)

5.25.040 Contents Of Ordinance

A project-specific tap-on fee ordinance shall contain the following:

A. A general description of the project, including a narrative of the reason for its construction, a recital of actions taken in approving its construction, a description of any interim financing used and disclosure of any agreements between the city and events of any benefitted properties, including but not limited to tap-on fee prepayment and development sequencing;

B. A description of the general location of the project area;

C. A description of the utility constructed;

D. A legal description of the properties benefitted by the construction of the public utility;

E. A calculation of the total area, in acres, of the property benefitted by the construction of the public utility;

F. The actual total cost of the construction project, including, when applicable, interest costs;

G. A schedule of tap-on fees, calculated on a per-acre or per connection basis, to be paid by an owner or building permit applicant upon connection to the public utility constructed;

H. A finding of properties within the benefitted area which are exempt from the project-specific tap-on fee ordinance by virtue of those properties having been previously assessed for the service provided by the public utility constructed; and

I. A finding that it is consistent with the comprehensive plan.

(Ord. 5115 § 1 (part), 1993)

5.25.050 Sewer Enterprise Fund

The sewer enterprise fund shall be utilized for operating the utility or to frontend sewer extension projects for which tap-on fees are to be collected. Tap-on fees collected by the city shall be paid into the sewer enterprise fund.

(Ord. 5115 § 1 (part), 1993)

ORDINANCE NO. 6662

AN ORDINANCE TO AMEND TITLE 5, SEWERS, CHAPTER 5.25, "TAP-ON FEES", OF THE 2025 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTIONS 5.25.010 "PURPOSE", 5.25.030 "PROCEDURES FOR ADOPTION" AND 5.25.040 "CONTENTS OF ORDINANCE" AND RETITLING AND AMENDING SECTION 5.25.050 "SEWER EXTENSION ENTERPRISE FUND".

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

SECTION 1. That Chapter 5.25 "Tap-On Fees" is hereby amended by amending Sections 5.25.010, 5.25.030, 5.25.040, and 5.25.050 to read as follows:

Chapter 5.25 – TAP-ON FEES

5.25.010 Purpose
5.25.020 Authority
5.25.030 Procedures For Adoption
5.25.040 Contents Of Ordinance
5.25.050 Sewer Enterprise Fund

5.25.010 Purpose

The purpose of this chapter is to provide substantive and procedural rules for the adoption and implementation of project-specific tap-on fee ordinances. A tap-on fee ordinance shall provide for the equitable apportionment of the costs associated with extension of public utility service to development within the city limits and to development on land identified in the city's comprehensive plan for future incorporation, either of which is beyond the current service area of public utilities and which has not been previously assessed for public utility services. A tap-on fee ordinance shall charge a proportionate share of the total, actual construction cost of the public utility to each owner of benefitted property (excluding any road and road right-of-way) at the time of such owner's connection to the public utility.

(Ord. 5192 § 1, 1994)

5.25.020 Authority

It is the finding of the city council of the city of Council Bluffs, Iowa, that authority for the establishment of project-specific tap-on fees ordinances is found in Article III, Section 38A, Constitution of the State of Iowa, and Iowa Code Chapter 364.

(Ord. 5115 § 1 (part), 1993)

5.25.030 Procedures for Adoption

The city council for the city of Council Bluffs, Iowa, shall substantially comply with the following procedures in the adoption of project-specific tap-on fee ordinances:

A. State code and local rules regarding the adoption of ordinances shall apply, except as augmented by these procedures.

B. A public hearing shall be held before the city council prior to passage of the ordinance. Notice of public hearing, in addition to that required by Iowa Code § 362.3, shall be sent by ordinary mail to the owners of record of real property within the benefitted area, in substantially the form set out in and in the manner required by Iowa Code § 384.50.

C. On adoption of a project-specific tap-on fee ordinance, a certified copy of the ordinance shall be filed with the office of the Pottawattamie County Recorder.

D. Following the adoption of a project-specific tap-on-fee ordinance, the fee, calculated on a per-acre or per connection basis, shall be included in the Schedule of Fees set out in CBMC 2.08. For any existing tap-on-fee ordinances adopted prior to January 1, 2025, said fee shall now be added to the Schedule of Fees in CBMC 2.08 for completeness as follows:

CBMC 5.25	**Project-Specific Tap-On-Fee Connections**	
	Gleason Avenue Sanitary Sewer Extension (Ordinance No. 5436)	$1,000 per acre
	Greenview Drive Sanitary Sewer Extension (Ordinance 5426)	Maximum fee of $1,000 per connection, minimum of $400 per connection -Forest Glen Phase III $766.49 per lot -Glen Oaks Subdivision $479.18 per lot -Tara Hills Subdivision $474.62 per lot
	East 29th Avenue Sewer Extension (Ordinance No. 6048)	$10,301.78 per acre; minimum connection fee of $7,195.40
	Simms Avenue Sanitary Sewer Extension (Ordinance No. 5207)	$3,039.31
	US 275 Sanitary Sewer Extension (Ordinance No. 5843)	$1,938.40 per acre

(Ord. 5115 § 1, 1993)

5.25.040 Contents of Ordinance

A project-specific tap-on fee ordinance shall contain the following:

A. A general description of the project, including a narrative of the reason for its construction, a recital of actions taken in approving its construction, a description of any interim financing used and disclosure of any agreements between the city and events of any benefitted properties, including but not limited to tap-on fee prepayment and development sequencing;

B. A description of the general location of the project area;

C. A description of the utility constructed;

D. A description of the properties benefitted by the construction of the public utility;

E. A calculation of the total area, in acres, of the property benefitted by the construction of the public utility;

F. The actual total cost of the construction project, including, when applicable, interest costs;

G. A schedule of tap-on fees, calculated on a per-acre or per connection basis, to be paid by an owner or building permit applicant upon connection to the public utility constructed;

H. A finding of properties within the benefitted area which are exempt from the project-specific tap-on fee ordinance by virtue of those properties having been previously assessed for the service provided by the public utility constructed; and

I. A finding that it is consistent with the comprehensive plan.

(Ord. 5115 § 1 (part), 1993)

5.25.050 Sewer Enterprise Fund

The sewer enterprise fund shall be utilized for operating the utility or to frontend sewer extension projects for which tap-on fees are to be collected. Tap-on fees collected by the city shall be paid into the sewer enterprise fund.

(Ord. 5115 § 1 (part), 1993)

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

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

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

PASSED
AND January 12, 2026
APPROVED

_____
Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: December 15, 2025
Second Consideration: January 12, 2026
Public Hearing: N/A
Third Consideration:

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Resolution 25-287 (Continued from 11-21-25)
Resolution of intent to enter into a Maintenance Funding 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
reserve fund, to be funded with an initial contribution of $2,000,000.00 by SINC, so that the income
generated by the reserve 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 Funding Agreement which sets out, in detail, how the reserve fund is to be structured, utilized, and administered.

The City and SINC are now asking for City Council to approve the Maintenance Funding 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

Maintenance Funding AGREEMENT 12_4_25.pdf
25-287.docx

Prepared by: Mimi Dobson

Approved by:

MAINTENANCE FUNDING 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 the establishment, funding, and administration of the Maintenance Reserve Fund for the Riverfront Revitalization River's Edge Development ("RIVER'S EDGE DEVELOPMENT"). SINC shall fund the Maintenance Reserve Fund to satisfy its obligations to ensure adequate long-term funding for maintenance of the River's Edge Development facilities being delivered to the City.

ARTICLE II: COVERED FACILITIES

2.1 The Maintenance Reserve Fund 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 Maintenance Reserve Fund 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 and contractual obligation is to deliver fully operational amenities to the City.

3.5 SINC shall be responsible for maintaining all landscaping associated with 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

Such responsibilities include routine care, plant health, seasonal upkeep, and replacement of failed plantings, and SINC shall perform these landscaping responsibilities for a period of **five (5) years** from the date of substantial completion of each listed improvement. The City shall retain responsibility for all landscaping located on or associated with the levee.

ARTICLE IV: RESERVE-FUNDED MAINTENANCE

4.1 The Maintenance Reserve Fund 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 Reserve-funded maintenance, interpretations shall favor inclusion to ensure proper facility upkeep and public safety.

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

4.4 If SINC disputes whether an item qualifies as Reserve-funded maintenance, the parties shall confer in good faith within 10 business days. Absent agreement, the City's determination shall control unless clearly inconsistent with this Agreement.

4.5 SINC shall purchase and maintain available manufacturer or service warranties, including extended warranties, for a minimum period of five (5) years for the following building systems associated with the River's Edge Development:

(a) HVAC systems

(b) Plumbing systems

(c) Electrical systems

(d) Elevator maintenance and service

(e) Fire alarm, communication, and related system components

(f) Sprinkler systems

ARTICLE V: MAINTENANCE RESERVE FUND STRUCTURE

5.1 Principal and Earnings

(a) The Maintenance Reserve Fund 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 Maintenance Reserve Fund helps offset significant costs and ensures long-term sustainability of the facilities.

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

5.2 Fund Administration

(a) **Ownership:** The CITY owns the Maintenance Reserve Funds and shall hold it for the exclusive purpose of funding maintenance of the River's Edge Development as specified in this Agreement. The Fund shall be maintained in a segregated account, subject to the restrictions and approval procedures set forth herein.

(b) **Administrative Oversight:** The SINC Board of Directors shall have administrative oversight of the Maintenance Reserve 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 Maintenance Reserve Fund 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 Maintenance Reserve Fund interest for Reserve-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 Reserve-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 Reserve-funded maintenance under this Agreement

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

(b) **Board Review Timeline:**

(i) SINC Board has 20 days to review and vote on funding requests

(ii) Requests are deemed approved if the Board fails to respond within 20 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 Maintenance Reserve Fund principal is fully depleted, the parties' obligations under this Agreement regarding Reserve-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 Maintenance Reserve Fund or provide additional funding unless agreed to in writing by both parties.

ARTICLE VII: STAFFING PROVISIONS

7.1 The City will hire at least one full-time maintenance employee 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 additional maintenance requirements arise, the CITY may request to use Maintenance Reserve Fund earnings and/or principal to fund one or more additional dedicated maintenance employees 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, to the extent such records exist. If the River’s Edge Development has been operational for less than two years, the CITY shall provide all available actual vs. budget information for the period of operation.

(d) Detailed description of maintenance needs exceeding base care

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

7.3 **Board Review Timeline:**

(a) SINC Board has 20 days to review and vote on funding requests

(b) Requests are deemed approved if the Board fails to respond within 20 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 FUNDING 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 a reserve fund, to be funded with an initial contribution of $2,000,000.00 by SINC, so that the income generated by the reserve 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 Funding Agreement which sets out, in detail, how the reserve fund is to be structured, utilized, and administered; and

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

WHEREAS, the proposed Maintenance Funding 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 Funding 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 Funding 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 Funding Agreement

ADOPTED
AND
APPROVED: December 15, 2025.

_____

MATTHEW J. WALSH Mayor

Attest: _____

JODI QUAKENBUSH City Clerk

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Resolution 25-286 (Continued from 11-17-25)
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

EXH A FINAL Assignment of Walkway System and MidAmerican Adventure Tower from SINC to CITY ENDOWMENT NOT YET SIGNED.pdf
EXH B SIGNED UPDATED LICENSE AGREEMENT FOR TOWER.pdf

Prepared by: Whitney Jacque
Approved by:

Exhibit A

TRANSFER AND ASSIGNMENT OF THE TREETOP WALKWAY AND THE LICENSE AGREEMENT FOR THE MIDAMERICAN 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");

WHEREAS, Assignor wishes to assign, and Assignee agrees to assume the Assignor's rights, title, interests, duties, and obligations under such agreements and responsibilities, once all conditions, outlined herein, are satisfied at a future date (the "Assignment Date");

WHEREAS, Assignor has been responsible for the design, development and construction of an elevated walkway system (herein "the Treetop Walkway") that runs from the Tower and connects to The Bob Kerry Pedestrian Bridge (herein "The Bob") and serves as the primary means of access and egress for the Tower; and

WHEREAS, Assignor wishes to dedicate and the Assignee wishes to accept the Treetop Walkway once it is completed to National Bridge Inspection Standards (NBIS), has passed the initial inspection(s), and has been accepted into the bridge inventory system by the Assignee's Bridge Consultant, HGM Associates, Inc.

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:

A. The Assignor's rights, interests, and obligations as owner of the Tower under the Updated License Agreement for the MidAmerican Energy Adventure Tower between

Assignor and The Approach, LLC, a Nebraska Limited Liability Company, relating to use and operation of the Tower (hereafter "the License Agreement");

B. The Assignor's interest in any and all warranties relating to the construction or ongoing maintenance of the Tower to the Assignee; and
C. Assignor's interest and rights in, and any and all warranties or rights relating to, the Treetop Walkway.

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.

In addition, effective as of the Assignment Date, Assignee will accept dedication of the Treetop Walkway.

The parties have entered in to or will enter in to a separate Maintenance Funding Agreement which outlines how funds from the Assignor shall be used to maintain the Tower and the Treetop Walkway, in addition to other projects. The Assignee agrees to use the maintenance funds, in accordance with the terms of said Maintenance Funding Agreement, to maintain the Tower and the Treetop Walkway.

3. Conditions Precedent and Assignment Date

This Agreement shall not be effective until the Assignment Date, which shall be the date of completion of the later occurring of the following conditions precedent (all of which must be satisfied prior to the transfer and assignment):

- (a) Completion of construction of The MidAmerican Energy Adventure Tower.
- (b) A fully executed Maintenance Funding Agreement between the parties.
- (c) A final, and not temporary, Certificate of Occupancy for the Tower has been issued by the appropriate governmental authority.
- (d) Acceptance of the Treetop Walkway into the bridge inventory system maintained by the Assignee's Bridge Consultant, following a satisfactory load capacity analysis and Initial Inspection by a qualified and independent engineer who meets all qualifications for IDOT Bridge Inspection Personnel, as outlined in Chapter 1, of the June 2024 IDOT "Bridge Inspection Manual," which can be found here: https://iowadot.gov/media/3892/download?inline.
- (e) Completion and close out of all third-party permits with the U.S. Army Corps of Engineers, Iowa Department of Natural Resources, or other entities (including the 404 permit and the 408 permit) for the Tower and Treetop Walkway;
- (f) Written confirmation from The Bob Kerry Pedestrian Bridge Consortium, following completion of the connection to "The Bob" that the walkway connection between the Treetop Walkway and "The Bob" is acceptable to them and has approval;

- (g) A letter of final completion for the Treetop Walkway from the Assignee's Bridge Consultant which confirms that the Treetop Walkway complies with all applicable "Pedestrian Facilities" requirements (as set out in Chapter 5.8.2 of the IDOT LRFD Bridge Design Manual available at https://iowadot.gov/media/4647/download?inline), including but not limited to confirmation that the Treetop Walkway:
    1. Has been constructed using load and resistance factor design (LRFD) as required by IDOT for pedestrian facilities;
    2. Complies with the Americans with Disabilities Act (ADA) and meets ADA and IDOT policies for width, cross slope, grade, surface, discontinuities, and separation barriers; and
    3. Conforms with all applicable railing requirements of the IDOT for the intended use of the Treetop Walkway.

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

UPDATED LICENSE AGREEMENT FOR THE MIDAMERICAN ENERGY ADVENTURE TOWER

THIS LICENSE AGREEMENT dated this 3rd day of December, 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; and

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; and

WHEREAS, on or about the 16th day of October, 2025, the Licensor and Licensee executed a License Agreement relating to the operation of the Tower (herein referred to as the "prior License") which both parties wish to, and hereby do, expressly terminate and replace with the terms of this License Agreement;

WHEREAS, as consideration, the Licensor and Licensee hereby mutually release the other from any and all duties and legal obligations arising out of the prior License; and

WHEREAS, as further consideration, the Licensor and Licensee mutually agree to each give up any rights to enforce obligations arising from or pursue any claim relating to the prior License; and

WHEREAS whereby Licensor will license to Licensee the use, operation and maintenance of the Tower to Licensee on the terms outlined herein.

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 request to renew for an additional term. At that time, 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, 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, and 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, 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.

B. Commercial General Liability to include coverage for the following: (1) Premises/Operations (ongoing & completed); (2) Independent Contractors; (3) Personal and Advertising Injury; (4) Per Location Aggregate; and (5) Contractual Liability. Such coverages must be maintained in an amount not less than $5,000,000 per occurrence and $9,000,000 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 court 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,

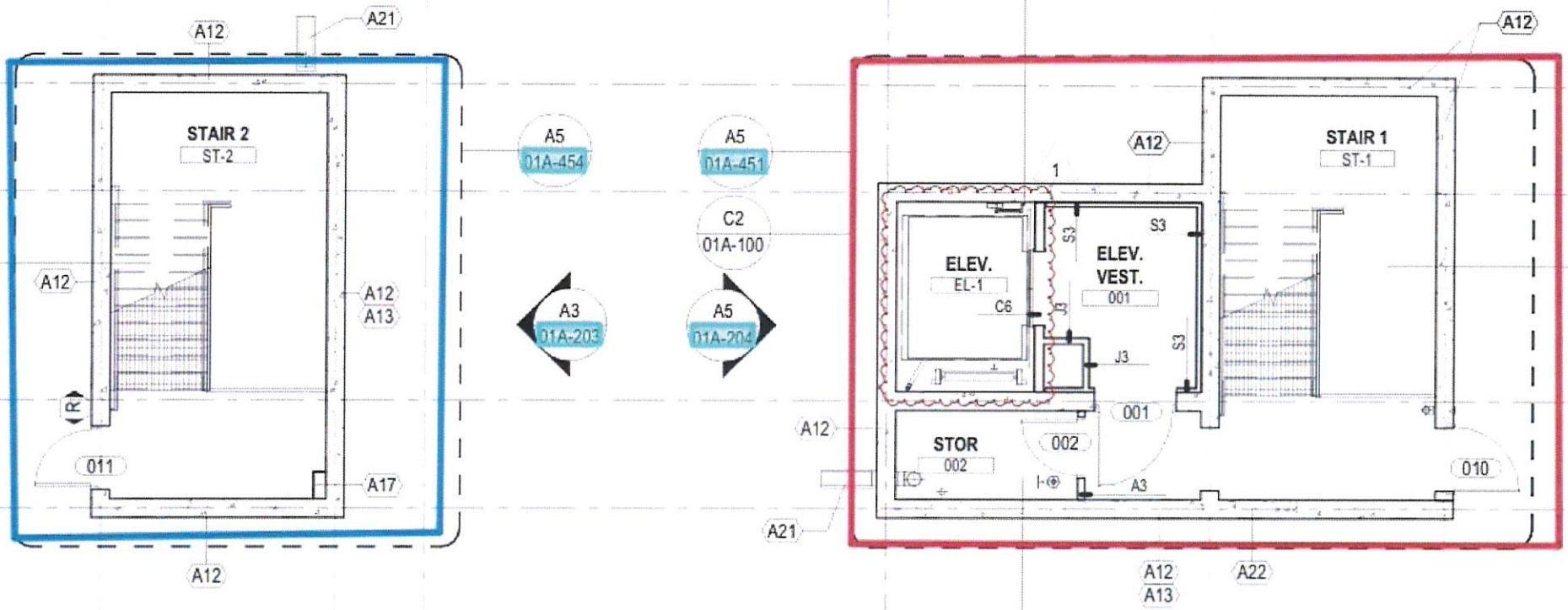
Fire and/or Lightning protection systems including fire extinguishers, phone lines for fire department, sirens, lights, control panels, evacuation signage

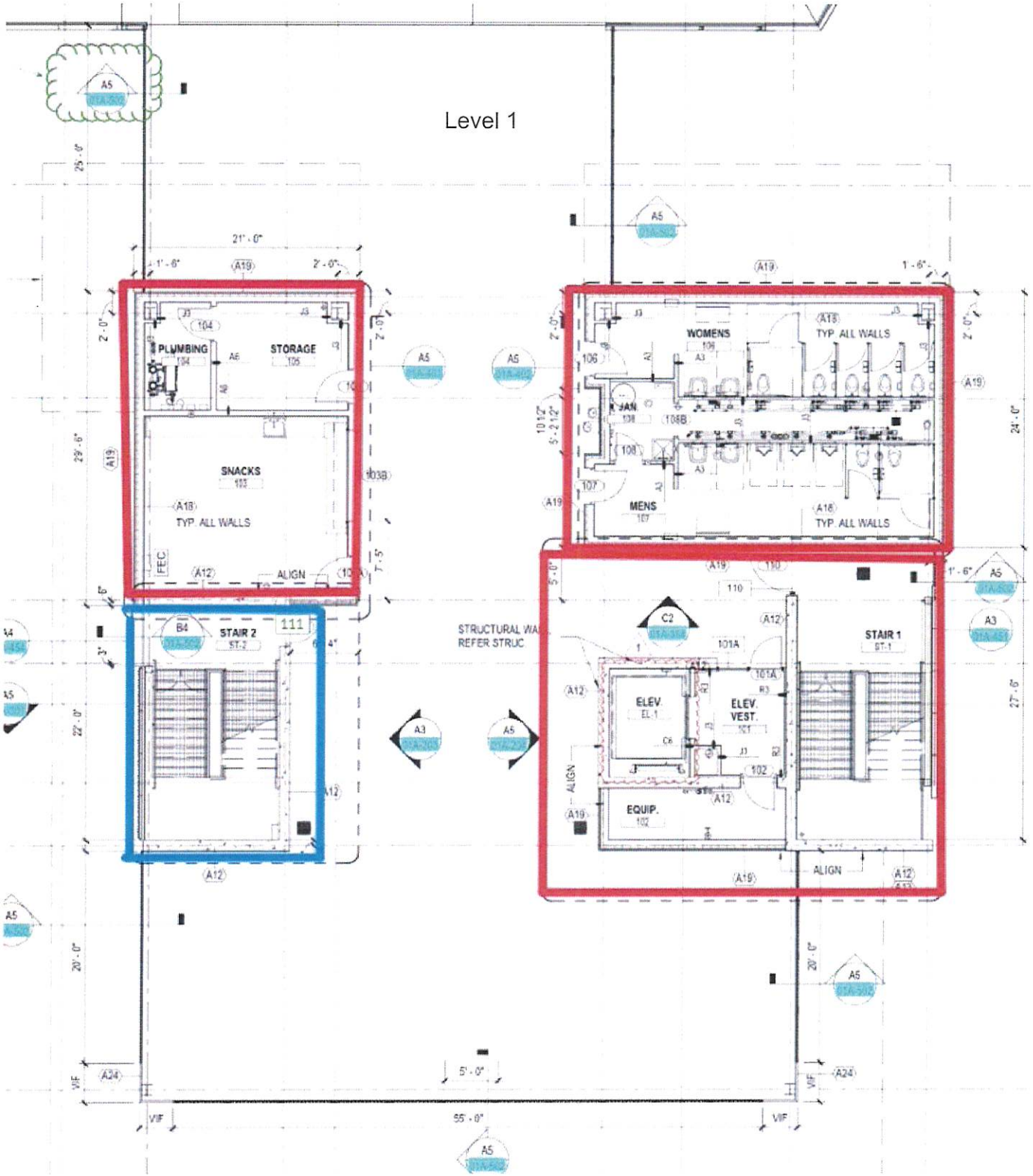
Elevators and all related equipment

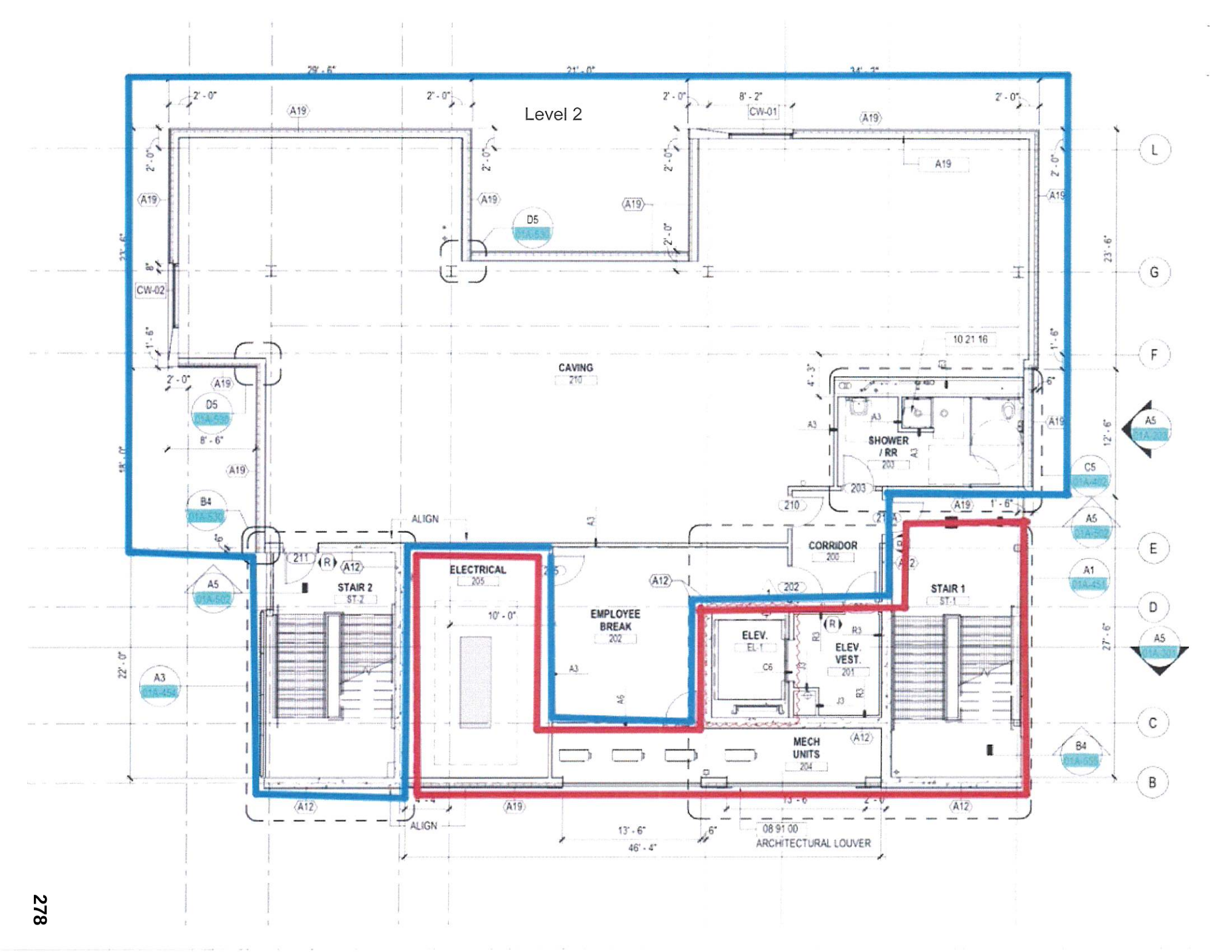
Major Repairs on fixtures and equipment shall include those outside of basic preventive maintenance schedules including replacement of broken components permanently attached to the structure and/or those used in areas available to the public usage such as faucets or fixtures, toilet paper and hand towel 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,

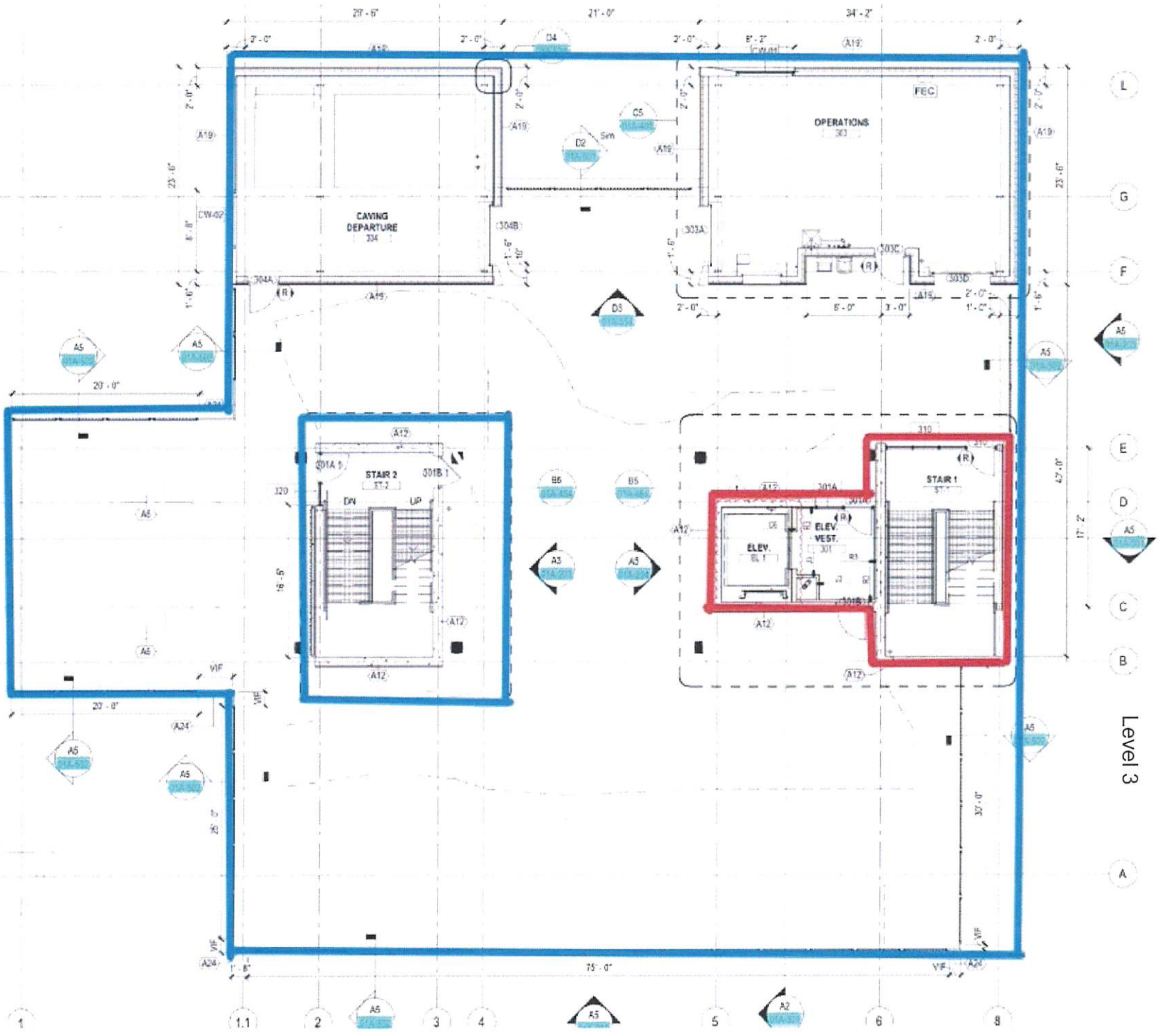
Minor Repairs on fixtures and equipment shall include those that do not require professional experience nor certification including filter replacements, tightening of hardware, visual inspections, lamp or bulb replacement, autobelay webbing replacement, bat/critter removal, general cleaning and housekeeping, 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

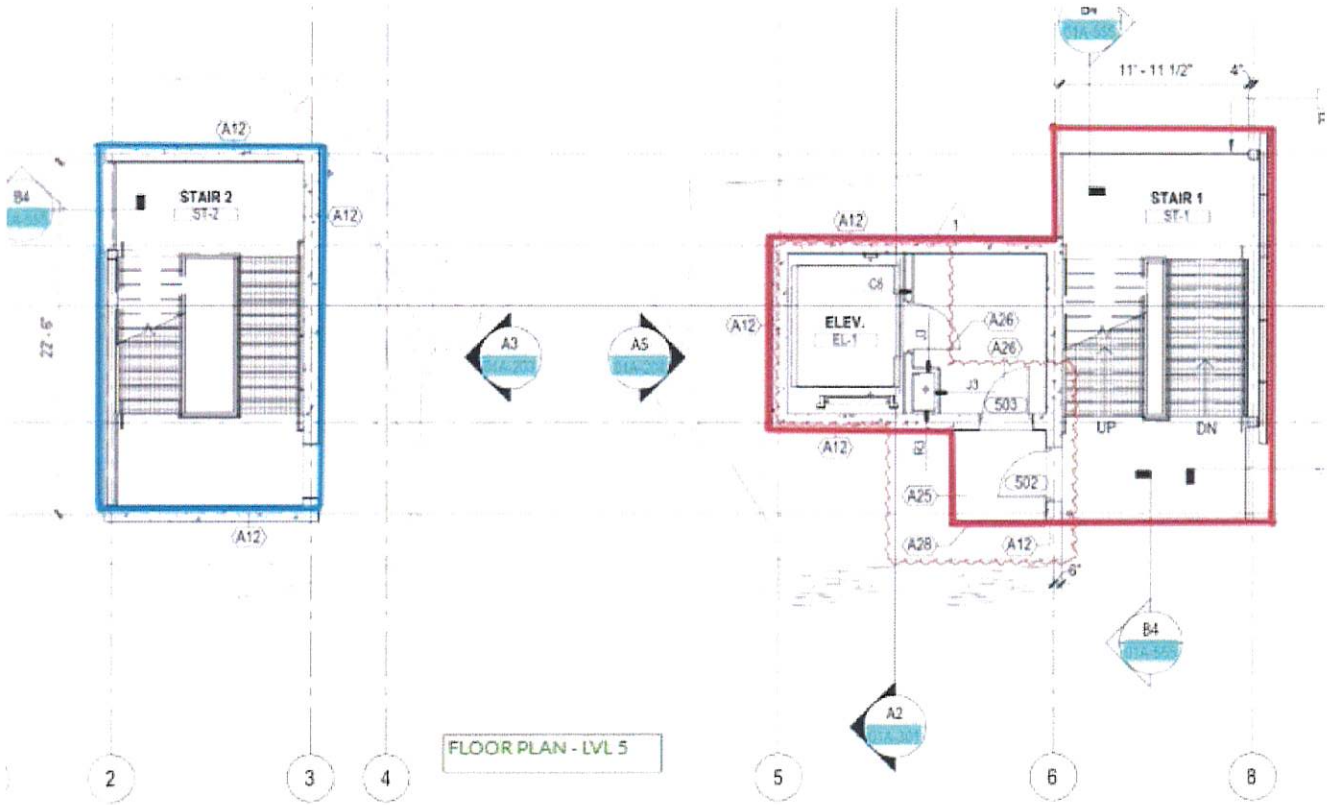

A12
A21
STAIR 2
ST-2
A12
A12
A13
A5
01A-454
A3
01A-203
A5
01A-451
C2
01A-100
A5
01A-204
A12
STAIR 1
ST-1
1
ELEV.
EL-1
C6
S3
ELEV.
VEST.
001
J3
S3
S3
J3
001
A12
STOR
002
002
A3
010
011
A17
A12
A21
A12
A13
A22


Level 1
PLUMBING
104
STORAGE
105
SNACKS
103
TYP. ALL WALLS
FEC
ALIGN
STAIR 2
ST-2
111
WOMENS
106
TYP. ALL WALLS
JAN.
108
108B
MENS
107
TYP. ALL WALLS
STAIR 1
ST-1
ELEV.
EL-1
ELEV. VEST.
101
EQUIP.
102
ALIGN
STRUCTURAL WA
REFER STRUC
21' - 0"
55' - 0"
5' - 0"

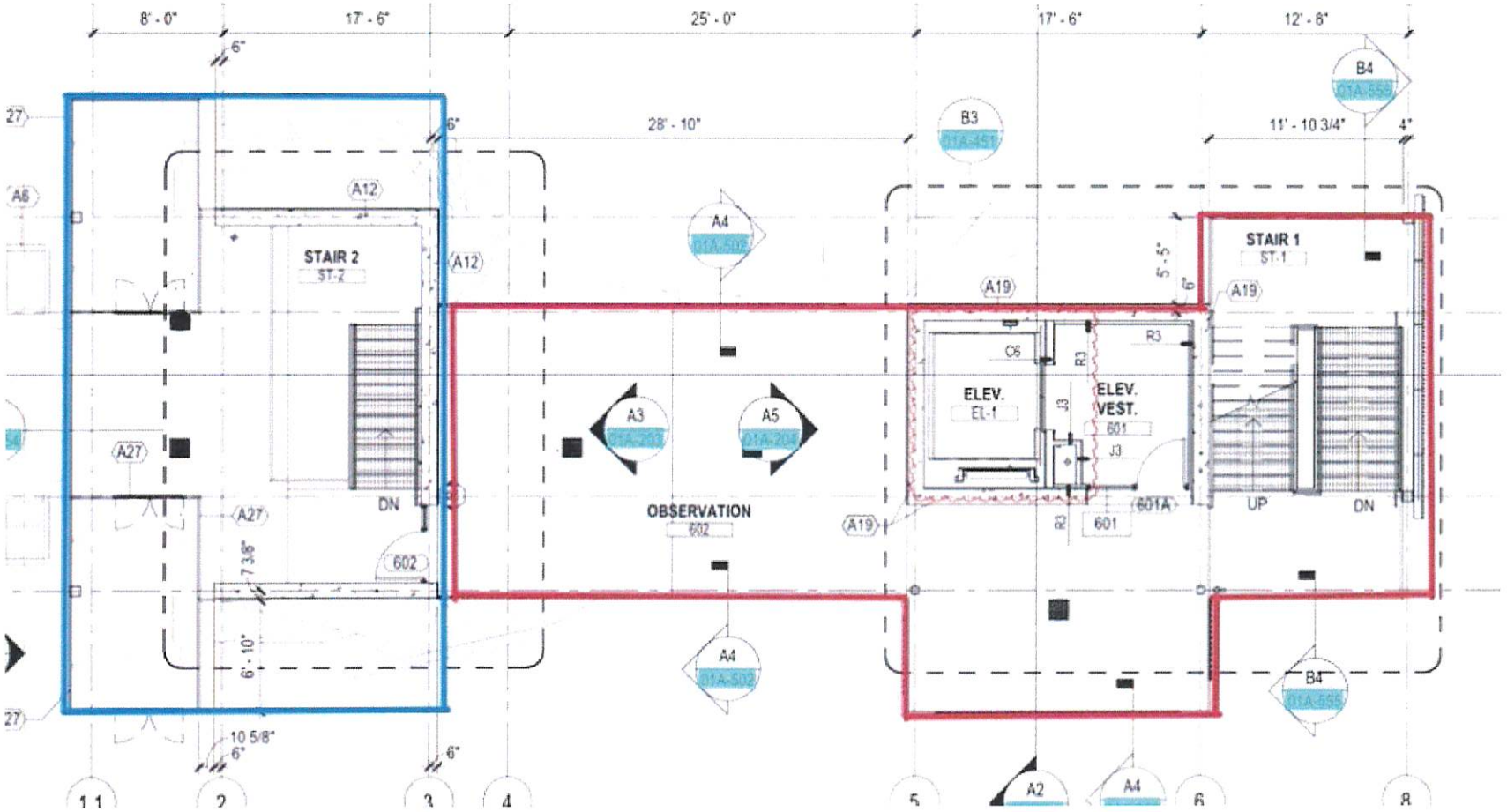

Level 2
CAVING
210
SHOWER / RR
203
CORRIDOR
200
ELECTRICAL
205
EMPLOYEE BREAK
202
STAIR 2
ST-2
STAIR 1
ST-1
ELEV.
EL-1
ELEV. VEST.
201
MECH UNITS
204
10 21 16
08 91 00
ARCHITECTURAL LOUVER
ALIGN
ALIGN
CW-01
CW-02
D5
B4
A5
A3
C5
A1
C6
A19
A12
A2
A6
R3
J3
L
G
F
E
D
C
B


CAVING DEPARTURE
304
OPERATIONS
303
FEC
STAIR 2
STAIR 1
ELEV.
ELEV. VEST.
301
DN
UP
Level 3

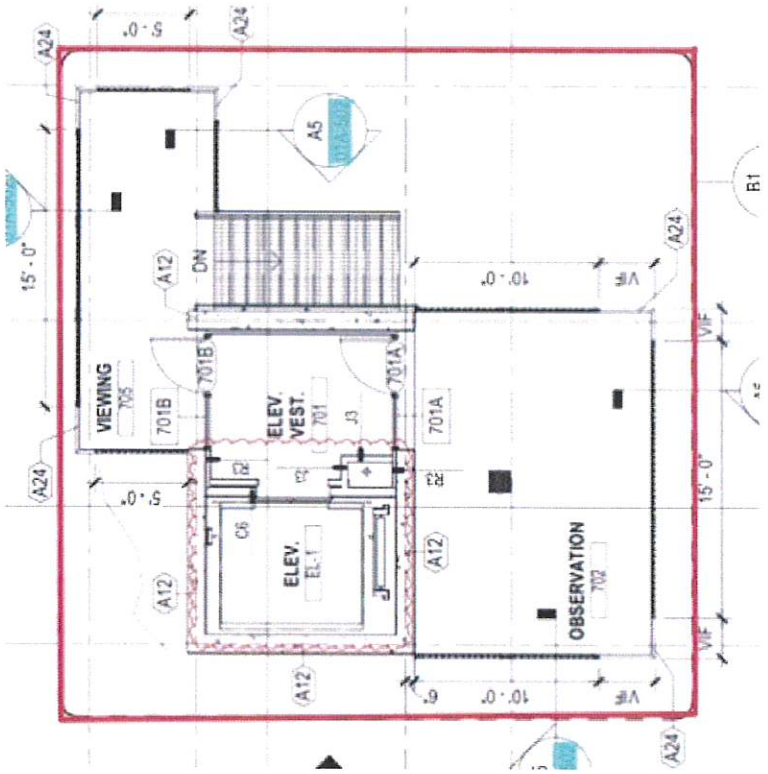
Level 4; Level 5



Level 6


8' - 0"
17' - 6"
25' - 0"
17' - 6"
12' - 6"
28' - 10"
11' - 10 3/4"
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
C6
R3
J3
7 3/8"
6' - 10"
10 5/8"
5' - 5"

Level 8


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

RESOLUTION NO. 25-286

A RESOLUTION OF INTENT TO ENTER INTO A TRANSFER AND ASSIGNMENT OF THE TREETOP WALKWAY AND THE LICENSE 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;

WHEREAS, one of the River's Edge Park projects covered by the MoU is the MidAmerican Adventure Tower (the Tower) and another is the Treetop Walkway, which runs from The Bob Kerry Pedestrian Bridge to the Tower, both of which are currently being constructed;

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 the Treetop Walkway; 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 and Treetop Walkway construction are complete, subject to a number of conditions precedent being fulfilled; and

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

WHEREAS, a copy of the Updated License Agreement for the MidAmerican Energy Adventure Tower for the 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 was executed by both SINC and The Approach, LLC, on December 3, 2025, 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 the Treetop Walkway and the License Agreement for the MidAmerican Energy Adventure Tower 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 the Treetop Walkway and the License Agreement for the MidAmerican Energy Adventure Tower

Exhibit B: Updated License Agreement for the MidAmerican Adventure Tower, executed on December 3, 2025, between SINC and The Approach, LLC, for the operation of the MidAmerican Energy Adventure Tower.

ADOPTED
AND
APPROVED: December 15, 2025.

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW26-07

Subject/Title

Resolution 25-305
Resolution authorizing the Mayor and City Clerk to execute an agreement with HGM Associates, Inc. for engineering services in connection with the Richard Downing Avenue Reconstruction. Project # PW26-07

Background/Discussion

Richard Downing Avenue from S. 24th Street to River Road is in poor condition. The existing roadway was constructed in 1995 and has severe joint deterioration. There are existing storm sewer inlets that outlet to the open ditches on both sides of the roadway. The roadway provides direct access to the Council Bluffs Recreation Complex (CBRC), Twin Cities Subdivision, and several field entrances. The project will reconstruct the roadway and storm sewer system and will be phased to allow access to the CBRC during construction.

This project was included in the FY26 CIP. The project is funded with Local Option Sales Tax funds. The preliminary project budget is $2,250,000.

Four firms from the City's pre-qualified consultant list were asked to submit their qualifications for providing engineering services for the project. Three 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.

HGM Associates, Inc. was selected as the most qualified to perform the work for this project. They have a clear understanding of the project and qualified staff available and ready to dedicate to the project.

Staff Recommendation

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

Attachments

Map
Engineering Agreement
25-305.doc

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

6.C


PW 26-07
RICHARD DOWNING AVE.
RECONSTRUCTION
24TH A
ARENA WAY
BASS PRO DR
MARC BLVD
MID-AMERICA DR
S 23RD ST
S 19TH ST
27TH AVE
30TH AVE
31ST AVE
S 24TH ST
S 20TH ST
S 21ST ST
HOPI DR
CHIPPEWA DR
PROJECT LOCATION
RICHARD DOWNING AVE
35TH AVE
34TH AVE
PUEBLO RD
37TH AVE
TWIN CITIES DR
RENNER DR
RAMMELLE DR
BEL AIR DR
RAWLINGS DR
JEWELL ST
HEARD LN
MARGARET AVE
VETERANS MEMORIAL HWY
42ND AVE
45TH AVE
GIFFORD RD
CHAPEL RIDGE LN
COUNCIL POINTE RD
Legend
PW-26-07

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:

RICHARD DOWNING AVENUE RECONSTRUCTION
CITY OF COUNCIL BLUFFS, IOWA
CITY PROJECT NO. PW 26-07
HGM PROJECT NO. 151325

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. 25-305

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH HGM ASSOCIATES, INC. FOR ENGINEERING SERVICES IN CONNECTION WITH THE RICHARD DOWNING AVENUE RECONSTRUCTION. PROJECT #PW26-07.

WHEREAS, The city wishes to make improvements known as the Richard Downing Avenue Reconstruction 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 Richard Downing Avenue Reconstruction project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED December 15, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Operations

Case/Project No.: BM26-07

Subject/Title

Resolution 25-306
Resolution approving the bid of Power Tech LLC for the SWILE Backup Generator Addition.
Project # BM-26-07

Background/Discussion

On November 19, 2025 three bids were received through the City bidding software, IonWave, as follows:

Power Tech LLC, Council Bluffs, IA	$117,245.00
ABC Electric Inc., Council Bluffs, IA	$155,943.10
Judd Bros Construction Co, Lincoln, NE	$257,500.60
Engineer's Estimate (Engineering Technologies Inc.)	$129,269.18

The South West Iowa Law Enforcement (SWILE) facility, located at 10073 192nd Street, Council Bluffs, IA 51503, was constructed in 2005.

Since its completion, the building has been in continuous operation and is utilized by multiple agencies to provide a safe training environment. In 2021, a one-hundred-yard outdoor range was added to the site.

In addition to training functions, the facility houses the network equipment that connects the City's wastewater treatment plant to its pump station monitoring system, as well as the City's network and phone systems.

Due to its location, the facility experiences frequent power outages during storms. A generator is needed to provide stable power for maintaining critical network operations and to ensure uninterrupted use of the facility during training events. Without this network connection, pump station staff must drive between stations continuously to monitor conditions, limiting their ability to perform regular maintenance duties.

The estimate for this project is $124,745.00, which includes $7,500.00 for professional services provided by Engineering Technologies, Inc. This project is included in the FY26 CIP, with funding from GO Bonds.

The project schedule is as follows:

Award	December 15, 2025
Construction Start	Spring 2026
Construction End	June 30, 2026

Staff Recommendation

Approval of this resolution accepting the bid of Power Tech LLC for the SWILE Generator Addition project. This project will provide continuous power for uninterrupted use of the facility and a stable network connection for our wastewater treatment facility and pump stations.

Attachments

25-306.doc

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

6.D

RESOLUTION NO. 25-306

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH POWER TECH LLC FOR THE SWILE BACKUP GENERATOR ADDITION, PROJECT #BM-26-07

WHEREAS, the City wishes to make improvements known as the SWILE Backup Generator Addition; and,

WHEREAS, the plans, specifications, form of contract, and cost estimate as prepared by Engineering Technologies Inc. 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 20, 2025 and the plans, specifications and form of contract were approved; and,

WHEREAS, Power Tech LLC has submitted a low bid in the amount of $117,245.00 for this contract.

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

That the bid of Power Tech LLC in the amount of $117,245.00 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the SWILE Backup Generator Addition, Project #BM-26-07; and

AND BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Power Tech LLC, 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.

ADOPTED
AND
APPROVED December 15, 2025

_____

MATTHEW J. WALSH Mayor

Attest:

_____

JODI QUAKENBUSH City Clerk

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Resolution 25-307
Resolution authorizing publication of Notice of Intent to Fill a City Council Vacancy by Appointment and establishing procedures for receiving letters of interest

Background/Discussion

A vacancy will occur on the City Council on January 2, 2026, at noon, when Council Member Jill Shudak assumes the Office of Mayor. Iowa Code §372.13(2) permits the City Council to fill this vacancy by appointment unless a valid petition is filed requesting a special election. The statute requires publication of a notice stating the Council's intent to appoint and informing electors of their right to file a petition within the statutory deadline.

The attached resolution authorizes the City Clerk to publish the Notice of Intent to Fill Council Bluffs City Council Vacancy by Appointment, which identifies the vacancy date, the appointment meeting date of January 26, 2026, and the process for submitting letters of interest. The notice also includes the required petition information, including confirmation from the Pottawattamie County Auditor that 716 signatures are necessary for a petition to trigger a special election.

The Legal Department's role in preparing the resolution and notice is procedural and statutory, ensuring compliance with Iowa Code §372.13(2) and facilitating Council consideration.

Staff Recommendation

Approval

Attachments

RESO-Notice_to_Publish_Vacant_Council_Ex_A_12.5.2025 (2).docx
25-307.docx

Prepared by:
Approved by:

6.E

NOTICE OF INTENT TO FILL COUNCIL BLUFFS CITY COUNCIL VACANCY BY APPOINTMENT

To the Electors of the City of Council Bluffs, Iowa:

A vacancy will occur on the **City Council of the City of Council Bluffs, Iowa**, effective **January 2, 2026, at noon**, when **Council Member Jill Shudak** assumes the Office of Mayor.

Pursuant to Iowa Code §372.13(2), the City Council **intends to fill this vacancy by appointment** at its meeting to be held at **7:00 PM on January 26, 2026**, at Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa.

Eligible electors of the City of Council Bluffs who wish to be considered for appointment may submit a letter of interest to:

Office of the City Clerk
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503
Email: jquakenbush@councilbluffs-ia.gov
Phone: (712) 890-5263

Letters of interest must be received **no later than noon on Friday, January 16, 2026**.

You are hereby further notified that **electors of the City have the right to file a petition** requesting that the vacancy be filled by special election.

A petition must be filed with the **City Clerk** in one of two windows: **1) within fourteen (14) days after this notice is published**, or **2) within fourteen (14) days after the appointment is made**. A valid petition must contain **at least 716 signatures of eligible electors of the City of Council Bluffs**, as confirmed by the Pottawattamie County Auditor.

If a valid petition is filed, the City Council will not fill the vacancy by appointment and the vacancy shall be filled by **special election**.

Dated this ___ day of _____, 2025.

Jodi Quakenbush, City Clerk
City of Council Bluffs, Iowa

RESOLUTION NO. 25-307

A RESOLUTION AUTHORIZING PUBLICATION OF A NOTICE OF INTENT TO FILL A CITY COUNCIL VACANCY BY APPOINTMENT AND ESTABLISHING PROCEDURES FOR RECEIVING LETTERS OF INTEREST.

WHEREAS, a vacancy will occur on the City Council of the City of Council Bluffs on January 2, 2026, at noon, when Council Member Jill Shudak assumes the Office of Mayor; and

WHEREAS, Iowa Code §372.13(2) authorizes the City Council to fill a vacancy by appointment unless a valid petition is filed requiring a special election; and

WHEREAS, Iowa Code §372.13(2) requires the City to publish notice of its intent to fill the vacancy by appointment and to inform electors of their right to file a petition requesting a special election; and

WHEREAS, the Pottawattamie County Auditor has confirmed that 716 valid signatures are required for a petition requesting a special election; and

WHEREAS, the City Council finds it appropriate to authorize the City Clerk to publish the required notice and to establish procedures for receiving letters of interest from eligible electors wishing to be considered for appointment.

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

Section 1. Authorization to Publish Notice.

The City Clerk, Jodi Quakenbush, is authorized and directed to publish the "Notice of Intent to Fill Council Bluffs City Council Vacancy by Appointment," substantially in the form attached hereto as Exhibit A, which states that the vacancy will occur on January 2, 2026, and that the City Council intends to fill the vacancy by appointment at its meeting on January 26, 2026, at 7:00 PM.

Section 2. Petition Information.

The notice shall inform electors of their right to file a petition requesting a special election within the time period established by Iowa Code §372.13(2), and shall state that a valid petition must contain at least 716 signatures of eligible electors, as confirmed by the Pottawattamie County Auditor.

Section 3. Letters of Interest.

The City Clerk is authorized to receive letters of interest from eligible electors wishing to be considered for appointment. Letters of interest must be received no later than noon on Friday, January 16, 2026, and shall be forwarded to the City Council for consideration at the meeting on January 26, 2026.

Section 4. Approval of Attached Document.

The following document, attached hereto and incorporated by reference, is hereby approved as to form and content:

Exhibit A: Notice of Intent to Fill Council Bluffs City Council Vacancy by Appointment

Section 5. No Appointment Made by This Resolution.

This resolution establishes procedure only and does not appoint any individual to fill the vacancy.

ADOPTED
AND
APPROVED: December 15, 2025.

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-308
Resolution awarding Housing Development Program (HDP) funds to support one housing project in Council Bluffs. Location: West End Roost at 28th and 1st Avenue.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
25-308.doc

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

6.F

6.F

Council Communication

Department: Community Development	Resolution No.: 25 -	City Council: 12-15-2025

Subject/Title

Approval of Housing Development Funds to Hoppe Development

Background/Discussion

Background

In 2023, the City of Council Bluffs and the Iowa West Foundation created the Housing Development Program (HDP) to support the creation of additional housing units. The Program identifies funds being used towards acquisition, early architectural/engineering fees, infrastructure development and incentives for developers to create housing. It will be a city-wide program but with key areas of focus being Dodge Park, First Avenue, River's Edge and East Manawa. A total of $6 million is currently available in the fund to be allocated. This includes $4 million from the Iowa West Foundation and $5.8 million from the City's American Rescue Plan Act (ARPA) allocation.

To date, $2,625,000 has been granted out to assist in the creation of 293 housing units and projects totaling $65,468,000 in new investment in Council Bluffs.

Discussion

The City has received a new application to the Program:

1. Hoppe Development (Application 2025-01) – West End Roost at 28th and 1st Avenue. The project requested $2,000,000 as a forgivable loan to support the $18,886,713 total project budget. Funds would be used for overall project costs. A total of 89 rental units will be constructed. The Developer has committed to 45 units to be available to household at or below 80% of the median family income as required by the original Request for Proposals the City released. Other units will be market rate. The project will also receive Urban Revitalization as a tax incentive to support the development.

   Staff recommends a grant award of $2,000,000 to support the project. Payments will be made incrementally during construction.

Staff Recommendation

Staff recommends approval of the resolution awarding $2,000,000 in Housing Development Program funds to Hoppe Development for the West End Roost, LLC project.

Submitted by: Courtney Harter, Director of Community Development

RESOLUTION NO. 25-308

A RESOLUTION AWARDING HOUSING DEVELOPMENT PROGRAM (HDP) FUNDS TO SUPPORT ONE HOUSING PROJECT IN COUNCIL BLUFFS.

WHEREAS, In 2023, the City of Council Bluffs created a new housing program in conjunction with the Iowa West Foundation known as the Housing Development Program (HDP); and

WHEREAS, funds are committed to create new housing units in the city; and

WHEREAS, the City will utilize American Rescue Plan Act (ARPA) funds up to $5,852,947.76 to support the HDP; and

WHEREAS, the City has reviewed applications requesting funding; and

WHEREAS, it is the opinion of the City Council that it would be in the best interest of the City to allocate HDP funds as outlined in Attachment A.

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 Housing Development Program amounts are hereby approved.

BE IT FUTHER RESOLVED

The City of Council Bluffs shall enter into contracts with the approved developers and utilize American Rescue Plan Act (APRA) funds as its funding source.

ADOPTED
AND
APPROVED December 15, 2025

.

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Attachment A

Application Number	Location	Project Description	Developer	Requested Amount	Amount Approved
2025-01	28th Street and 1st Avenue	Creation of 89 apartment units of which 45 will be for households at or below 80% MFI and the remaining market rate.	Hoppe Development	$ 2,000,000.00	$ 2,000,000.00
Total Awarded					**$ 2,000,000.00**

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-309
Resolution approving and authorizing execution of a First Amendment to the Agreement for Private Development by and between the City of Council Bluffs and Western Ridge Apartments, LLC.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
First Amendment to the Development Agreement
25-309.docx

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

6.G

6.G

Council Communication

Department: Community Development Case/Project No.:	Ordinance No.: N/A Resolution No.: 25-	City Council: 12-15-2025

Subject/Title

Resolution authorizing the execution of the First Amendment for Private Development Agreement by and between the City of Council Bluffs and Western Ridge Apartments, LLC.

Location

Corner of Franklin Avenue and Valley View Drive

Background/Discussion

In 2023, the City entered into a development agreement with Western Ridge Apartments, LLC to construct 102 apartment units at the corner of Franklin Avenue and Valley View Drive. This agreement encompassed a larger area which included land to the north that the developer subdivided to create additional lots for future redevelopment.

Because of this subdivision, the development agreement must be updated to the proper legal description and account for the City authorizing the sale of the land.

Staff Recommendation

Staff recommends City Council approve a resolution authorizing execution the First Amendment for Private Development Agreement by and between the City of Council Bluffs and Western Ridge Apartments, LLC.

Attachments

1) Resolution
2) First Amendment to the Development Agreement

FIRST AMENDMENT
TO THE
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
THE CITY OF COUNCIL BLUFFS, IOWA
AND
WESTERN RIDGE APARTMENTS, LLC

THIS FIRST AMENDMENT ("Amendment") to that certain Agreement for Private Development by and between the CITY OF COUNCIL BLUFFS, IOWA ("City") and Western Ridge Apartments, LLC, an Iowa limited liability company ("Developer"), dated June 27, 2023 ("Agreement"), is made as of the _____ day 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 as Document # 2023-06751 in the records of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, pursuant to the Agreement, the Developer agreed to construct certain Minimum Improvements on certain real property located within the City's Valley View North Urban Renewal Area, which property was referred to in the Agreement as the "Development Property"; and

WHEREAS, the Developer has sold a portion of the Development Property ("Transferred Property") after requesting subdivision approval from the City; and

WHEREAS, the City and Developer desire to amend the legal description of the Development Property in the Agreement and corresponding exhibits to account for the removal of the Transferred Property.

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

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

2. Section 7.1. The parties acknowledge and agree that while the City did not expressly provide consent to the sale of the Transferred Property as required by Section 7.1 of the Agreement and the City is waiving the requirements of Section 7.1 with respect to the Transferred Property, the City is not waiving the requirements of Section 7.1 with respect to any future conveyance of the remaining Development Property.

3. Description of the Development Property – Exhibit A. In order to account for the removal of the Transferred Property, the legal description of the Development Property that was contained in Exhibit A of the Agreement is hereby replaced with the legal description on Amended Exhibit A, attached hereto and made a part hereof. Furthermore, all references in the Agreement to the Development Property shall now mean the corresponding description of the Development Property as described in Amended Exhibit A attached hereto.

4. Exhibit C: Certificate of Completion. Due to the modification of the legal description for the Development Property, the Certificate of Completion that was attached to the Agreement as Exhibit C is no longer correct in its description of the Development Property. Accordingly, to reflect the changed description of the Development Property, Exhibit C of the Agreement is hereby replaced in its entirety with the Amended Exhibit C attached to this Amendment.

5. Exhibit D: Memorandum of Agreement. Due to the modification of the legal description for the Development Property, the Memorandum of Agreement that was attached to the Agreement as Exhibit D is no longer correct in its description of the Development Property. Accordingly, to reflect the changed description of the Development Property, the parties agree, contemporaneous with their execution of this Amendment, to execute and record the Amended Exhibit D attached to this Amendment.

6. Amendment to Minimum Assessment Agreement. Due to the modification of the legal description for the Development Property, the Minimum Assessment Agreement that was attached to the Agreement as Exhibit F is no longer correct in its description of the Development Property. Accordingly, to reflect the changed description of the Development Property, the parties agree, contemporaneous with their execution of this Agreement, to execute the Amendment to Minimum Assessment Agreement attached hereto as Amended Exhibit F, to procure the certification of the County Assessor and consent of any lienholder, and to record the Amendment to Minimum Assessment Agreement.

7. 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.

8. 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 have caused this Amendment to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

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

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

_____
Notary Public in and for the State of Iowa

[Signature page to First Amendment – City of Council Bluffs, Iowa]

WESTERN RIDGE APARTMENTS, LLC,
An Iowa limited company

By: _____
Jason James, Manager

By: _____
Erik Lilla, Manager

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Jason James and Erik Lilla, to me personally known, who, being by me duly sworn, did say that each is a Manager of Western Ridge Apartments, LLC and that said instrument was signed on behalf of said limited liability company; and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for said state

[Signature page to First Amendment – Western Ridge Apartments, LLC]

AMENDED EXHIBIT A
DEVELOPMENT PROPERTY

Lot 1, Jilla Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

AMENDED EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Council Bluffs, Iowa (the "City") and Western Ridge Apartments, LLC ("Developer") did on or about the 27th day of June, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), subsequently amended by the First Amendment, wherein and whereby Developer agreed, in accordance with the terms of the Agreement, as amended, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 1, Jilla Subdivision, City of Council Bluffs, Pottawattamie County, 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 the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

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

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

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

[*Signatures Start on Next Page*]

(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 Certificate of Completion]

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

AMENDED EXHIBIT D
AMENDED MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Council Bluffs, Iowa (the "City") and Western Ridge Apartments, LLC ("Developer") did on or about the 27th day of June, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Valley View North Urban Renewal Plan (the "Urban Renewal Plan"), to develop certain real property to be located within the City and within the Valley View North Urban Renewal Area ("Development Property"); and

WHEREAS, the City and the Developer previously executed and recorded a Memorandum of the Agreement as Document # 2023-06751 in the records of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, the Developer has transferred a portion of the previously described Development Property ("Transferred Property"), and the Transferred Property shall no longer be subject to the terms of the Agreement; and

WHEREAS, the City and Developer have entered into a First Amendment to the Agreement to amend the legal description of the Development Property, which Development Property shall hereinafter be limited to the following parcels:

Lot 1, Jilla Subdivision, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, the City and Developer desire to record this Amended Memorandum of Agreement for Private Development updating the description of the Development Property that is subject to the Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Amended Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting

development and use of the Development Property, as described herein, and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Council Bluffs, Iowa.

4. This Memorandum of Agreement shall supersede and replace the original Memorandum of Agreement for Private Development previously executed by the parties and recorded as Document #2023-06751 in the Pottawattamie County Recorder's records.

[Remainder of page intentionally left blank; signature pages to follow]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

_____
Notary Public in and for the State of Iowa

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

WESTERN RIDGE APARTMENTS, LLC,
An Iowa limited company

By: _____
Jason James, Manager

By: _____
Erik Lilla, Manager

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Jason James and Erik Lilla, to me personally known, who, being by me duly sworn, did say that each is a Manager of Western Ridge Apartments, LLC and that said instrument was signed on behalf of said limited liability company; and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for said state

[Signature page to Amended Memorandum of Agreement for Private Development – Western Ridge Apartments, LLC]

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

AMENDED EXHIBIT F
AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

THIS AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT ("Amendment") to that certain Minimum Assessment Agreement dated as of the 27th day of June, 2023, by and between the CITY OF COUNCIL BLUFFS, IOWA (the "City"), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2025, as amended, and WESTERN RIDGE APARTMENTS, LLC, an Iowa limited liability company, having an office for the transaction of business at 535 West Broadway, Suite 100, Council Bluffs, Iowa 51503 ("Developer") is made as of the _____ day of _____, 2025, between the City and the Developer.

WITNESSETH:

WHEREAS, the City and Developer have entered into an Agreement for Private Development dated as of June 27, 2023 ("Development Agreement" or "Agreement"), for which a Memorandum of Agreement was recorded as Document #2023-06751 in the Pottawattamie County Recorder's records, and also previously entered into a Minimum Assessment Agreement dated June 27, 2023 ("Minimum Assessment Agreement"), a copy of which was recorded as Document #2023-06752 in the Pottawattamie County Recorder's records, both regarding certain real property located in the City ("Development Property"); and

WHEREAS, the City and Developer have entered into a First Amendment to the Agreement which replaces the legal description of the Development Property, which Development Property now includes the following parcels:

Lot 1, Jilla Subdivision, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, the City and Developer accordingly desire to amend the legal description of the Development Property subject to the terms of the Minimum Assessment Agreement as stated above.

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

1. For all purposes under the Minimum Assessment Agreement, Development Property shall mean the following parcels:

Lot 1, Jilla Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.

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

3. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Minimum Assessment Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

4. 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. .

[Signatures Start on Next Page]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

_____
Notary Public in and for the State of Iowa

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

WESTERN RIDGE APARTMENTS, LLC,
An Iowa limited company

By: _____
Jason James, Manager

By: _____
Erik Lilla, Manager

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Jason James and Erik Lilla, to me personally known, who, being by me duly sworn, did say that each is a Manager of Western Ridge Apartments, LLC and that said instrument was signed on behalf of said limited liability company; and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for said state

[Signature page to Amendment to Minimum Assessment Agreement – Western Ridge Apartments, LLC]

LIENHOLDER CONSENT TO
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 Amendment to Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms.

_____
Name of Lienholder

By: _____
Signature

By: _____
Signature

_____
Date

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ 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 domestic company, by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

[add additional pages for each lienholder]

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

CERTIFICATION OF POTTAWATTAMIE COUNTY ASSESSOR TO AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

The undersigned confirms receipt of the Amendment to Minimum Assessment Agreement and confirms as follows: The undersigned Assessor, being legally responsible for the assessment of the Minimum Improvements on the Development Property as described in the foregoing Amendment to Minimum Assessment Agreement, certifies that the actual value assigned to the Minimum Improvements and the Development Property (land and building value) in the aggregate upon substantial completion of the Minimum Improvements, but no later than January 1, 2026, shall be at least Ten Million Dollars ($10,000,000) until the Assessment Termination Date contained in Section 1 of the Assessment Agreement.

_____
Assessor for the County of Pottawattamie, Iowa

_____
Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County of Pottawattamie, Iowa on this _____ day of _____, 2025.

_____
Notary Public for the State of Iowa

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than $ .....

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

4918-6313-0234-1\10342-216

Resolution 25-309

ITEM TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA
December 15, 2025
7:00 P.M.

Valley View North Urban Renewal Plan

- Resolution approving and authorizing execution of a First Amendment to the Agreement for Private Development by and between the City of Council Bluffs and Western Ridge Apartments, LLC

IMPORTANT INFORMATION

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

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

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

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

December 15, 2025

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

_____

Absent: _____

Vacant: _____

* * * * * * * * * * *

Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND WESTERN RIDGE APARTMENTS, LLC", and moved:

☐ that the Resolution be adopted.

☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ _____.M. on the _____ day of _____, 2025, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 25-309

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND WESTERN RIDGE APARTMENTS, LLC

WHEREAS, by Resolution No. 22-125, adopted May 9, 2022, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Valley View North Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Valley View North 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 Plan has subsequently been amended, lastly by an Amendment No. 1, adopted by Resolution No. 23-58, on February 27, 2023; and

WHEREAS, the City and Western Ridge Apartments, LLC (the "Developer") have previously entered into that certain Agreement for Private Development dated June 27, 2023 (the "Agreement"), pursuant to which, Developer agreed to construct certain Minimum Improvements (as defined in the Agreement) 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 described as "Blight Remediation Grants" to the Developer in exchange for Developer's obligations under the terms and conditions of the Agreement; and

WHEREAS, the Agreement included a Minimum Assessment Agreement between the City and Developer also dated June 27, 2023 ("Minimum Assessment Agreement"), pursuant to which the parties agreed that the Minimum Improvements would be subject to a certain Minimum Actual Value for assessment purposes; and

WHEREAS, the Developer has sold a portion of the Development Property ("Transferred Property") after requesting subdivision approval from the City; and

WHEREAS, the City and Developer desire to amend the Agreement pursuant to a proposed First Amendment to the Agreement (the "Amendment") to amend the legal description of the Development Property in the Agreement and corresponding exhibits to account for the removal of the Transferred Property; and

WHEREAS, Chapter 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and,

further, that the Amendment and the City's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the City within the meaning of Chapter 403, Code of Iowa.

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

Section 1. That the performance by the City of its obligations under the Agreement, as amended by the Amendment, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Law and, further, that the Agreement, as amended by the Amendment, and the City's performance thereunder is in furtherance of appropriate blight remediation and economic development and objectives of the City within the meaning of Chapter 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement, as amended, and the Amendment as executed.

PASSED AND APPROVED this 15th day of December, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

WITNESS my hand and the seal of the Council hereto affixed this 16th day of December, 2025.

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

(SEAL)

4915-8547-3658-1\10342-216

Council Communication

Department: Community Development

Case/Project No.: TU-25-005 (25-0001-PZTU)

Subject/Title

Resolution 25-310
Resolution granting approval of a temporary use permit to operate a ‘warming center’ on property legally described as Lots 354 through 356 along with the North ½ of the vacated east/west alley adjacent, Belmont Addition. Location: 1607 Avenue I. TU-25-005 (25-0001-PZTU)

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: Floor plan layout
Attachment B: Location and zoning map
Attachment C: Letter of intent
25-310.docx

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

6.H

City Council Communication

Department: Community Development CASE #TU-25-005 (25-0001-PZTU) Property Owner: Stazzoni Property LLC 18320 Jaylen Drive Council Bluffs, IA 51503 Applicant: New Visions Homeless Services 1435 North 15th Street Council Bluffs, IA 51501	Resolution No. _____	City Council: December 15, 2025

Subject/Title

Request: Temporary use permit to operate a warming center on property legally described as Lots 354 through 356 and the North ½ of the vacated east/west alley adjacent, Belmont Addition, City of Council Bluffs, Pottawattamie County, Iowa.

Location: 1607 Avenue I, Council Bluffs, Iowa, 51501

Background/Discussion

The Community Development Department has received an application from New Visions Homeless Services (NVHS), represented by Brandy Wallar, for a temporary use permit to allow a warming center on property located at 1607 Avenue I, being legally described as Lots 354 through 356 along with the North ½ of the vacated east/west alley adjacent, Belmont Addition, City of Council Bluffs, Pottawattamie County, Iowa. The purpose of this warming center is to provide a safe place for individuals experiencing street-level homelessness to escape from cold and/or wet wintery conditions, and to prevent said individuals from seeking refuge in abandoned buildings and structures in our community. The warming center will generally be open from January 1, 2026 through April 1, 2026 and will have hours of operations from 9:00 a.m. to 4:00 p.m., Monday through Friday. Per the applicant, the proposed operating hours may change to include weekends, depending on weather conditions and staff availability.

The applicant will provide individuals using the warming center hot meals (prepared off-site), clothing, hygiene items, transportation to other shelters (as needed), and case managers to assist them finding permanent/temporary housing. Staff with NVHS will also be on-site to monitor the individuals using this facility at all times.

The following attachments are included with this report:
Attachment A – Floor plan layout
Attachment B – Location/zoning map

Section 15.02.110 Temporary Use Permit, of the Municipal Code (Zoning Ordinance) provides for the issuance of temporary use permit(s) '*for limited term activities or events which occur on private property within the City that may potentially create off-site impacts to surrounding properties and the neighborhood in which it will occur*.' The code further defines eight specific uses that are eligible to be issued a temporary use permit administratively. The proposed warming center is not one of the specified eight eligible uses. The procedure set forth in Code Section 15.02.110(C) (2) states that '*temporary uses not specifically listed here shall require the specific approval of the City Council. Such uses may be allowed in any zoning district, provided that such temporary use is consistent with the purpose and intent of this Ordinance and the zoning district in which it is located*.'

Section 15.03.250, ***Definitions***, of the Council Bluffs Municipal Code (Zoning Ordinance) defines 'Emergency Shelter and Homeless Service Center' as a *"facility managed by a public or non-profit agency providing emergency shelter for homeless individuals. This shall include other accessory uses, including transitional housing, meals sites with food preparation and other supportive services necessary to supervise, counsel and assist homeless and near homeless individuals"*. An 'Emergency Shelter and Homeless Service Center' land use is only allowed in an I-2/General Industrial District with issuance of a conditional use permit from the Council Bluffs Zoning Board of Adjustment. The proposed warming center is considered an 'Emergency Shelter and Homeless Service Center', as per the zoning definition stated above, and is not classified as a temporary use that can be administratively approved by City staff. Therefore, City Council must approve the issuance of a temporary use permit in order for the proposed warming center to legally operate on the subject property.

All City Departments were notified of the proposed temporary use permit request. The following comments were received:

Council Bluffs Community Development Department stated the following:

1. The subject property contains .37 acres (16,200 square feet) and is zoned C-2/Commercial District. Per Section 15.15 of the CBMC (Zoning Ordinance), the C-2 District which is intended *"to provide for major commercial retail shopping and service areas adjacent to major traffic corridors. This district also provides a variety of commercial services to the community and adjacent residential neighborhoods"*. Surrounding zoning and land uses in the general vicinity includes:
    a. North – Gibbs Rentals and three single-family residential dwellings (zoned C-2 District);
    b. East – Undeveloped land and a non-conforming single-family residential dwelling (zoned C-2 District);
    c. South – Three single-family residential dwellings and two undeveloped lots (zoned R-1 District); and
    d. West – Two single-family residential dwellings (zoned C-2 District).
2. The future land use plan of the Bluffs Tomorrow: 2030 Comprehensive Plan designates the subject property as Local Commercial.
3. This will be the fifth consecutive year that New Visions has requested a temporary use permit for a 'warming center' on the subject property. City Council approved the previous four temporary use permit requests via Resolution No. 22-11, Resolution No. 23-07, Resolution No. 24-08, and Resolution No. 24-363 and the applicant has abided by all permit conditions thus far. Furthermore, there were no incidents of criminal and/or violent behavior from individuals using the emergency warming center reported to the Council Bluffs Police Department while the facility operated in 2025.

Council Bluffs Public Works Department stated they have no comments for the request.
Council Bluffs Police Department stated they have no comments or objections to the request.
Council Bluffs Fire Department stated the following:

1. No person(s) shall occupy the mezzanine and the door leading to said area shall be locked at all times;
2. Smoke and carbon monoxide detectors shall be installed and all fire extinguishers must be serviced and have a current tag;
3. All exit and emergency lighting shall be functional at all times; and
4. The maximum occupant load for the warming center area shall not exceed 36 people.

Council Bluffs Water Works stated they have no comments for the request.
Mid-American Energy Company stated they have no comments for the request.

Public notifications are not required by the City's Zoning Ordinance for a temporary use permit. In previous years, the Community Development Department mailed a courtesy notice to all property owners and any public/human service-related entity (i.e., Charles E. Lakin Campus and C.B. School District) that were located within 200 feet of the subject property. Public notifications were not mailed for this temporary use permit request, as City Council approved a condition in Resolution No. 24-008 and Resolution No. 24-363 that stated "any future temporary use permit requests from NVHS to operate a 'warming center' on the subject property shall be reviewed by City Council without need for direct public notification to adjacent property owners or public/human service entities within close proximity of the site". This condition was adopted in said resolutions because the applicant complied with all temporary use permit approval conditions over the previous four years and did not have any incidents of criminal and/or violent behavior from individuals using the emergency shelter/warming center.

Recommendation

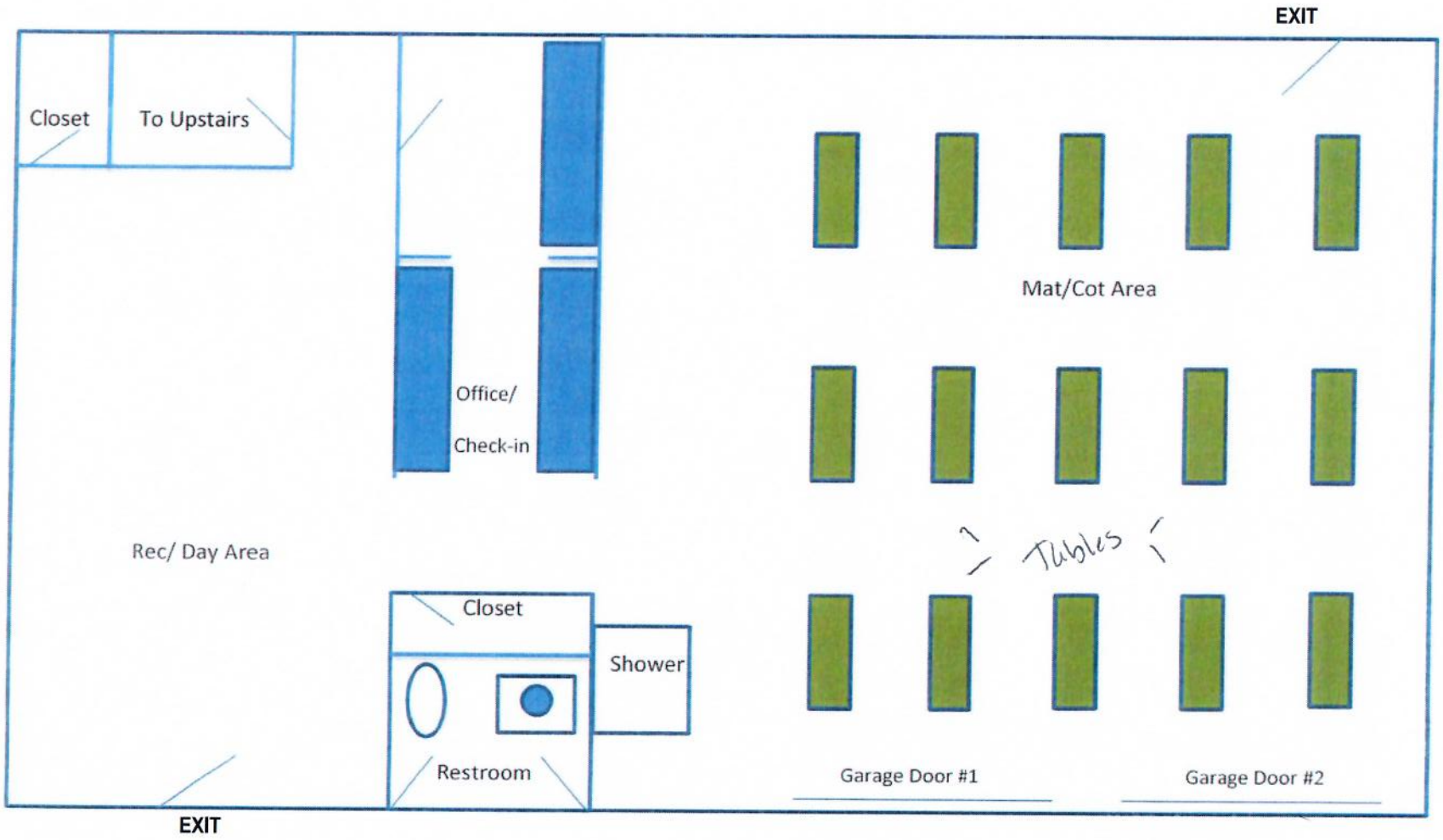
The Community Development Department recommends approval of the temporary use permit request by New Visions Homeless Services (NVHS) to allow a 'warming center' on property legally described as being Lots 354 through 356 along with the North ½ of the vacated east/west alley adjacent, Belmont Addition, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments stated above and the following conditions:

1. The warming center shall be allowed to operate from January 1, 2026 through April 1, 2026 and shall be allowed hours of operations from 9:00 a.m. to 4:00 p.m., Monday through Friday. Any changes to the aforementioned hours of operation must be reviewed and approved by the Community Development Department Director or their designee prior to said changes being allowed;
2. Staff from New Visions Homeless Services must be present on-site at all times during the hours of operation;
3. The applicant shall comply with all comments and conditions stated in the case staff report for the temporary use permit request;
4. The warming center shall not be used as an emergency overnight shelter and any hot meals provided to individuals at the warming center shall be prepared off-site;
5. The applicant shall maintain the property in a clean and orderly manner at all times for the duration of the temporary use permit;
6. No person(s) shall be allowed to loiter and/or utilize any automobile, recreational vehicle, tent, and/or other makeshift alternative for sleeping and/or housing purposes on the subject property;
7. City Council shall have the authority to revoke the temporary use permit at any time if the warming center becomes unsafe, a public nuisance, or disrupts the surrounding neighborhood;
8. Any extension of time for the temporary use permit shall be reviewed by City Council; and
9. Any future temporary use permit requests from NVHS to operate a 'warming center' on the subject property shall be reviewed by City Council without need for direct public notification to adjacent property owners or public/human service entities within close proximity of the site.

Attachment A: Floor plan layout
Attachment B: Location and zoning map
Attachment C: Letter of intent

Prepared by: Christopher Gibbons, AICP, Planning and Code Compliance Manager

Attachment A



CITY OF COUNCIL BLUFFS - CITY COUNCIL
CASE #PZTU-25-001 LOCATION/ZONING MAP

Attachment B

Legend

- PZTU-25-001 Subject Property
- Parcels

0 50 100

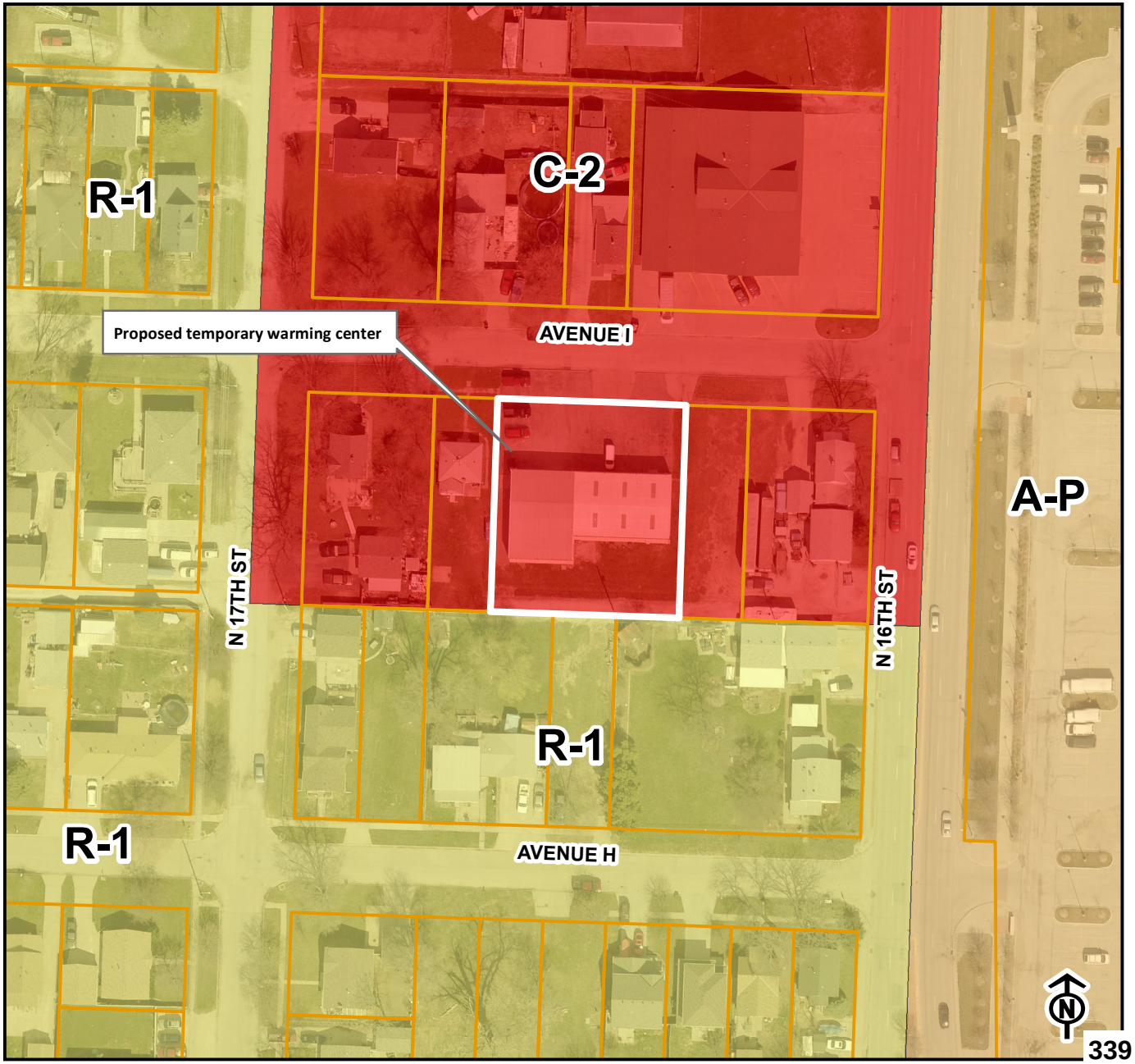
1 inch = 100 feet



Last Amended: 11/20/2025

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

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



NEW VISIONS
HOMELESS SERVICES

New Visions Homeless Services (NVHS) would like to occupy a building located at 1607 Avenue I to serve as a temporary warming center in Council Bluffs. A warming center is a short-term emergency shelter that operates when temperatures or a combination of precipitation, wind chill, and become dangerously inclement to human life. The purpose of the warming center is to prevent death and injury from exposure to the elements and also avoid destruction to community property as some individuals seek refuge in abandoned buildings and structures. The warming shelter would be operational during the winter months of January through mid March to beginning of April if still needed due to colder temperatures. This will be a temporary service that will be provided to the city and once the warming center is closed, NVHS will then resume offering all programming out the main campus located at 1435 N. 15th St., Council Bluffs, IA.

NVHS's Warming Center will center around the circumstances of persons who are unsheltered due to a personal state of homelessness and who, for one reason or another, do not utilize existing homeless shelters. There are many reasons why individuals opt not to stay at shelters be it wait lists or a variety of other circumstances.

The goal of NVHS's warming center is to be open and staffed from 9:00 a.m.-4:00 p.m. Monday through Friday. The warming center will offer hot meals, clothing, hygiene items, the availability to work with a case manager to help offer solutions to their homeless crisis and transportation to other shelters as needed. NVHS's will also coordinate with outside programs to help serve this population. The warming center is crucial to our community as there has been an increase of women experiencing street-level homelessness and couples living in their vehicles.

RESOLUTION NO. 25-310

A RESOLUTION GRANTING APPROVAL OF A TEMPORARY USE PERMIT TO OPERATE A 'WARMING CENTER' ON PROPERTY LEGALLY DESCRIBED AS LOTS 354 THROUGH 356 ALONG WITH THE NORTH ½ OF THE VACATED EAST/WEST ALLEY ADJACENT, BELMONT ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, New Visions Homeless Services (NVHS) has applied for a temporary use permit to allow a 'warming center' on property located at 1607 Avenue I; and

WHEREAS, The proposed facility will be used as a temporary warming center for individuals experiencing street-level homelessness; and

WHEREAS, The warming center will be open from January 1, 2026 through April 1, 2026 and will have hours of operations from 9:00 a.m. to 4:00 pm., Monday through Friday; and

WHEREAS, The following comments for the proposed temporary use permit are summarized below:

A. Council Bluffs Community Development Department stated the following:

1. The subject property contains .37 acres (16,200 square feet) and is zoned C-2/Commercial District. Per Section 15.15 of the CBMC (Zoning Ordinance), the C-2 district which is intended *"to provide for major commercial retail shopping and service areas adjacent to major traffic corridors. This district also provides a variety of commercial services to the community and adjacent residential neighborhoods".* Surrounding zoning and land uses in the general vicinity includes:
    a. North – Gibbs Rentals and three single-family residential dwellings (zoned C-2 District);
    b. East – Undeveloped land and a non-conforming single-family residential dwelling (zoned C-2 District);
    c. South – Three single-family residential dwellings and two undeveloped lots (zoned R-1 District); and
    d. West – Two single-family residential dwellings (zoned C-2 District).
2. The future land use plan of the Bluffs Tomorrow: 2030 Comprehensive Plan designates the subject property as Local Commercial.
3. This is the fifth consecutive year New Visions has requested a temporary use permit for a 'warming center' on the subject property. City Council approved the previous four temporary use permit requests via Resolution No. 22-11, Resolution No. 23-07, Resolution No. 24-08, and Resolution No. 24-363 and the applicant has abided by all permit conditions thus far. Furthermore, there were no incidents of criminal and/or violent behavior from individuals using the emergency warming center reported to the Council Bluffs Police Department while the facility operated in 2025.

B. Council Bluffs Fire Department stated the following:
   1. No person(s) shall occupy the mezzanine and the door leading to said area shall be locked at all times;
   2. Smoke and carbon monoxide detectors shall be installed and all fire extinguishers must be serviced and have a current tag;
   3. All exit and emergency lighting shall be functional at all times; and
   4. The maximum occupant load for the warming center shall not exceed 36 people.

C. Public notifications are not required by the City's Zoning Ordinance for a temporary use permit. In previous years, the Community Development Department mailed courtesy notices to all property owners and any public/human service-related entity (i.e., Charles E. Lakin Campus and C.B. School District) that were located within 200 feet of the subject property. Public notifications were not mailed for this temporary use permit request, as City Council approved a condition in Resolution No. 24-008 and Resolution No. 24-363 that stated "any future temporary use permit requests from NVHS to operate a 'warming center' on the subject property shall be reviewed by City Council without need for direct public notification to adjacent property owners or public/human service entities within close proximity of the site". This condition was adopted in said resolutions because the applicant complied with all temporary use permit approval conditions over the previous four years and did not have any incidents of criminal and/or violent behavior from individuals using the emergency shelter/warming center.

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

That the request for a temporary use permit by New Visions Homeless Services to allow for a "warming center" on property legally described as being Lots 354 through 356 along with the north ½ of the vacated east/west alley adjacent, Belmont Addition, City of Council Bluffs, Pottawattamie County, Iowa is hereby approved subject to the comments and conditions set forth above.

ADOPTED
AND
APPROVED: December 15, 2025

_____
MATTHEW J. WALSH Mayor

ATTEST: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-311
Resolution authorizing the city to submit an U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Site map
Draft US EPA Brownfields Cleanup Grant Application
25-311.doc

Prepared by: Dessie Redmond, Housing & Economic Development Planner
Approved by: Courtney Harter, Director of Community Development

6.I

6.I

Council Communication

Department: Community Development Case/Project No.: N/A	Ordinance No.: N/A Resolution No.: 25-	City Council: December 15, 2025

Subject/Title

A resolution authorizing the city to submit an U.S. Environmental Projection Agency (EPA) Brownfields Cleanup Grant.

Location

Single site cleanup for the former Shooting Range site located at the northeast corner of the South Expressway and Veterans Memorial

Background/Discussion

Background

The property located at the northeast corner of the South Expressway and Veterans Memorial Highway is currently a vacant property and was formerly a shooting range. The site is known to be contaminated with lead bullets in the soil. The current owner along with an environmental firm has been trying to clean the contaminated soil for the past year but has been unsuccessful.

Community Development staff was contacted by the owner's consultant to inquire about an EPA Brownfields Cleanup Grant. Staff along with environmental consultants have been working together along with the IDNR and EPA to determine if the site would be a good candidate to apply for a Brownfields Cleanup Grant. After reviewing past cleanup attempts, completing a Phase I and discussions with the EPA, it was determined that the site would be a good candidate to apply for a Brownfields Cleanup Grant. A brownfield site is real property, that the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, contaminant (lead bullets), controlled substance, petroleum, or petroleum product, or is mine-scarred land.

On October 7, 2024 City Council approved the acquisition of the property as it is required that the City own the property at the time of application submittal. In November of 2024, the City submitted an application for an EPA a Brownfields Cleanup Grant at this location but was not awarded the grant by fault of two points. The 2024 application received 162 points out of 170 points and applications with 164 points were awarded grants. After a debriefing with the EPA staff engaged with Kansas State University Technical Assistance for Brownfields (complimentary service through the Brownfields program) to begin a market study on the proposed redevelopment plan. This will help to strengthen our 2026 application and will assist with marketing the site while ensuring the community's vision is kept. This plan is expected to be completed in the spring of 2026.

Discussion

The EPA announced the 2026 Brownfields Cleanup Grant Program and funding availability. This Program provides local communities with up to $4 million to carry out cleanup activities at brownfields sites with no local match requirement. Staff is proposing the City apply for $3,848,500 based on the cost estimates for cleanup.

With a long history of operating as a shooting range where the use of lead bullets were used on the site, there is known contamination and presents a health hazard to Council Bluffs residents. These funds will

be utilized for the cleanup of the contamination, which will be required for revitalization and redevelopment of the site.

The City is eligible with a proven track record of successfully implementing funding under the Brownfields Cleanup Grant Program. Since 2005, the City has received four EPA Brownfield Assessment Grants for a total of $1.3 million; three Cleanup Grants for a total of $900,000; and an Area-Wide Planning Grant for $200,000.

An informational public hearing on the Grant will be held to inform adjacent property owners and other interested parties about the EPA Brownfields Program Grant Application and the activities contemplated by the grant if awarded.

Staff Recommendation

The Community Development Department recommends City Council adopt a resolution authorizing the Mayor to submit an US EPA Brownfields Cleanup Grant application.

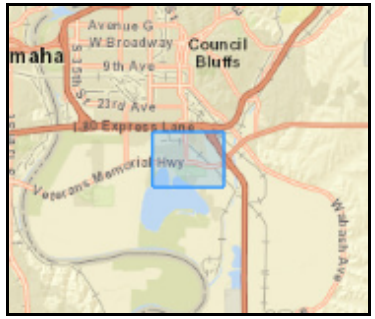
Attachments

A. Site map
B. Resolution
C. Draft US EPA Brownfields Cleanup Grant Application

POTTAWATTAMIE COUNTY • IOWA

NEC of S. Expressway & Vets Memorial Hwy





Legend

2024

- Red: Band_1
- Green: Band_2
- Blue: Band_3

World Imagery (Map Service)

World Imagery

High Resolution 60cm Imagery

High Resolution 30cm

227 S 6th St.
Suite #169
Council Bluffs, IA 51501
(712) 328-4885
gis@pottcounty-ia.gov
https://gis.pottcounty-ia.gov

9/30/2024

SCALE: 17629

0 500 1000 ft

Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the release and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Contracting Organization's application requirements. In providing data (or access to data), The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any applications applied to the data. In no event shall The County be liable for any direct, indirect, incidental, consequential or special damages that may result from the use of the GIS data.

Pottawattamie County
Geographic Information Systems

(1) PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

Target Area and Brownfields: a. Overview of Brownfield Challenges and Description of Target Area: Council Bluffs, Iowa is a dynamic community of 62,799 people (U.S. Census 2020) strategically located on the Missouri River in Pottawattamie County across from downtown Omaha, Nebraska. Council Bluffs has had significant links to agricultural, food production, and heavy manufacturing since its incorporation in 1853. In 1867 railroads came and fostered much of the City's industrial development. Council Bluffs is the official "Mile 0" marking the starting point of the transcontinental railroad. The wide availability of rail access attracted railroad-dependent commercial and industrial uses such as foundries, bulk warehousing, general manufacturers, grain elevators, rail yards, coal yards, lumber yards, and food processing plants. At the turn of the 20th century Council Bluffs was a leading industrial city in Iowa and by 1930 it had grown into the country's fifth largest rail center and at its height one in four people (11,750) were employed by the railroads. However, during the 1970's and 1980's restructuring of the railroads and closure of heavy industry caused large job losses. This led to local businesses that supported the railroads and heavy industries to experience a significant rate of decline leaving well over 1,030[1] abandoned and underutilized brownfield properties scattered through the City and a 10 percent population decline between 1970 to 1990[2]. The number of brownfield properties (348[1]) is particularly marked within the South Expressway Corridor (9th Avenue to the north, South Main Street and railyards to the east, South 9th Street to the west, and Iowa Highway 275 to the south). Extensive community engagement during the city's comprehensive plan update, Bluffs Tomorrow 2030, identified the South Expressway Corridor as an area of great importance and in need of revitalization, which has been the target area for the city's brownfields program since 2018 and continues with this grant application. The area has been the recipient of a FY2020 U.S. EPA Brownfields Community-Wide Assessment Grant, which assessed over 65-acres and a FY2022 U.S. EPA Brownfields Cleanup Grant for the Reliance Battery Factory site, which is cleaning up lead contamination in a residential neighborhood. The city is working to find viable prospects for these idle brownfield properties however the presence of contamination is the biggest hindrance to redevelopment.

b. Description of the Proposed Brownfield Site: Located at the northeast corner of Veterans Memorial Highway and South Expressway Street is a vacant grass covered parcel that served as the former Council Bluffs Shooting Range (Parcel #744412451004). Historically, the 20.79-acre property was used as a trap shooting range from 1950 to 1990 with various commercial businesses along the western border of the site. Prior to 1950 the site was undeveloped agricultural land used primarily for row crops. From 1990 to 2000 buildings along the west border of the property included an auto parts store and other commercial businesses. In 2008 the buildings were demolished, and the site has been predominantly vacant since 2000. Under private ownership and with private sector dollars, multiple assessments and removal efforts have occurred since 2016. Lead soil concentrations on the site have been found as high as 16,200 mg/kg exceeding the current Iowa Department of Natural Resources (IDNR) Statewide Standard (SWS) of 400 mg/kg. Antimony soil concentrations have been found to be as high as 881 mg/kg, exceeding the current IDNR SWS of 31 mg/kg. Even with enrollment into the IDNR's Land Recycling Program (Iowa's voluntary cleanup program), the extreme concentrations of lead and antimony, combined with the size of the impacted area, became too much for the private landowner to complete cleanup. Initial efforts, included approximately half of the 16,380 cubic yards (CY) planned for remediation, were excavated and prepped for screening and disposal. Most of the excavated soil was placed in a stockpile located on the east-central part of the site. Another 1,863 CY of soil was screened and passed toxicity characteristic leaching procedure (TCLP) testing and is ready to be hauled as special waste from the site. In addition, a small stockpile on the northern portion of the site consists of demolition fill (out-of-scope

[1] PEER: Platform for Exploring Environmental Records
[2] U.S. Census 1970-1990

volume) discovered during the soil excavation along the west side of the site. This demolition fill has been tested and passed TCLP. The site was later investigated with funds from the city's 2022 U.S. EPA Community Wide Brownfields Assessment Grant. Following the property owner's failed cleanup efforts, the City of Council Bluffs stepped in and took ownership of the site. Planned site mitigation will include the over-excavation of the remaining approximately 17,000 CY of lead- and antimony-contaminated soil that will require chemical treatment and transported off-site for disposed at Pheasant Point Landfill located at 13505 N 216th Street in Bennington, Nebraska as special waste (closest landfill that accepts special waste). Chemical treatment allows for the waste to be classified as special waste instead of hazardous waste reducing remediation costs. Lead-contaminated soil above the SWS of 400 mg/kg and antimony-contaminated soil above 31 mg/kg will be removed. Without the requested federal funding, the city lacks the financial resources to address the impacted media.

Revitalization of the Target Area: c. Reuse Strategy and Alignment with Revitalization Plans: Under the city's FY2020 Brownfields Assessment Grant, an extensive community engagement strategy was implemented. This included stakeholders, community, and focus group meetings, workshops, media blasts, surveys and presentations. These events informed the city that the revitalization and cleanup of brownfields like the Reliance Battery Factory and Former Council Bluffs Shooting Range sites, are a priority for its residents. The Former Council Bluffs Shooting Range's location makes it a prime location for mixed-use development, due to the large traffic volume of over 10,000 vehicle per day at the intersection of the Southwest Expressway and Iowa Highway 275, which is supported by the developer interest in the site. The city is currently working with Kansas State University Technical Assistance for Brownfields to complete a market study on the proposed redevelopment plan. This will assist with marketing the site while ensuring the community's vision is kept. The proposed redevelopment project, developed on community feedback received during previous planning efforts, including the city's Bluff's Tomorrow: 2030 Comprehensive Plan, is a mixed-use development with ground floor commercial made up of retail space and restaurants with upper-story workforce housing providing over 100 residential units or hotel with strip mall closer to the road. In addition, the proposed plan includes walking paths and green space areas. This proposed redevelopment plan as been well received as it aligns with the area's housing needs identified in the *Housing Affordability in the Omaha and Council Bluffs Area, An Assessment of Housing Affordability, Needs, and Priorities* study, where too many households do not have access to safe, stable housing within the area. One in four households in the area experience a housing cost burden, with most multifamily housing out of reach for low-income households. The proposed mixed-use development will provide much-needed affordable and safe housing stock, with access to alternative transportation (transit and trails). Veterans Memorial Highway has an existing bicycle/pedestrian trail, and a transit stop while the South Expressway Street has a bicycle/pedestrian trail in development. In addition, the cleanup of the former Council Bluffs Shooting Range will help meet the Bluffs Tomorrow 2030 plan objective of "Minimizing the encroachment of and impacts from commercial areas, industrial uses, and rail corridors on adjacent neighborhoods through land use planning, screening and buffering." Site cleanup will reduce lead exposure to nearby residential, including Tomes Mobile Home Park. The cleanup of the Former Council Bluffs Shooting Range will prevent contaminants from mitigating off site. While redevelopment of the site will have to meet floodplain building requirements it will bolster resiliency by incorporating building standards, methods, and materials that will minimize damage from weather events. These building standards will protect life, prevent displacement, provide economic stability, and help support the health of residents. The former Council Bluffs Shooting Range (the "site") for which the U.S. EPA Cleanup funding is being requested is a prime location for redevelopment. Although the site is located within a FEMA flood zone due to the un-named creeks that traverse the site, all future building construction will comply with applicable building code and floodplain ordinance requirements. This is in addition to the target area being protected by a levee which reduces the risk of flooding from the Missouri River. Without the levee,

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approximately 64% of the incorporated city limits would be at risk of extreme flooding, according to FEMA Flood Maps.

d. Outcomes and Benefits of Reuse Strategy: The planned soil remediation at the former Council Bluffs Shooting Range will pave the way for the proposed $15 million mixed-used development. This project will allow for the addition of over 100 new affordable housing units within the city. According to the study: *Housing Affordability in the Omaha and Council Bluffs Area, An Assessment of Housing Affordability, Needs, and Priorities:* "Affordable housing developments create jobs and tax revenue. For example, every 100 units of affordable housing generates **$7.9 million** in local income, **$830,000** in tax revenue, and **122 jobs** in the first year, and ongoing economic benefits in every year following." This study also identifies that the region also needs approximately 25,000 new housing to meet current demand and 80,000 units to meet the 20-year future demand. This new mixed-use development will result in high-quality, healthy living environment for residents, close to employment and recreation centers. Access to the existing trail and transit networks minimizes transportation barriers elevating quality of life for this area of persistent poverty that experiences transportation insecurity.

Strategy for Leveraging Resources: e. Resources Needed for Site Characterization/f. Resources Needed for Site Remediation/g. Resources Needed for Site Reuse

Name of Resource	Resource Type	Status	Additional Details
U.S. EPA Brownfields Assessment Grant Funds	Assessment	Completed	**$9,300** spent on Phase I environmental site assessment and cleanup planning.
Private Sector	Assessment & Remediation	Completed	**$2 million** spent on site assessment and enrollment into IDNR's land recycling program and cleanup.
Iowa DNR	Remediation	Unsecured	The city has consulted with IDNR, and this project exceeds IDNR's **$25,000** cleanup funding cap but could still be utilized if needed up to the capped limit.
U.S. EPA Brownfields Cleanup Grant Funds	Remediation	Unsecured	Soil Remediation
Iowa Economic Development Authority Brownfields & Grayfields Tax Credit	Remediation	Unsecured	To promote economic health of communities by reducing the environmental potential hazards, cleaning up eyesores, creating new jobs, and boosting tax revenue.
Tax Increment Financing	Reuse	Unsecured	Redevelopment Incentives
Tax Abatement	Reuse	Unsecured	Redevelopment Incentives
Workforce Housing Tax Credits	Reuse	Unsecured	Tax benefit to developers providing housing in Iowa communities, focusing on projects using abandoned, empty, or dilapidated properties.

h. Use of Existing Infrastructure: The site is situated in a developed part of Council Bluffs at the corner of Veterans Memorial Highway and South Expressway Street. This provides benefits from existing nearby infrastructure, including sanitary sewer, water, natural gas, electricity, fiber optic cables, and paved streets that will be able to accommodate the proposed development. Public transit also serves the site via Veterans Memorial Highway with trail access along Veterans Memorial Highway and a trail in development along South

Expressway Street. While the existing surrounding infrastructure supports the project, integrating the site into the surrounding area will require the extension of public infrastructure. Redevelopment will include the addition of new sewer, water, natural gas, and electric connections to the site. In addition, new parking lots, sidewalks, trails, and streetscapes will be needed. Both public and private funding will be utilized to complete the necessary infrastructure for the proposed mixed used development.

(2) COMMUNITY NEED AND COMMUNITY ENGAGEMENT

Community Need: a. The Community's Need for Funding: This U.S. EPA Brownfields Cleanup Grant will provide the necessary funding to clean up the former Council Bluffs Shooting Range site's impacted soils to residential standards. Council Bluffs has a per capita income 25 percent lower than the Omaha Metro and 20 percent lower than the State of Iowa per capita income[3] and is grappling with older housing, and commercial and industrial brownfields building stock. The city is also contending with aging infrastructure and poor aesthetics of commercial and retail areas which further dampens reinvestment. Due to the differences in commercial taxes between Iowa and Nebraska, new development in Iowa must be heavily subsidized to attract investment. This and the substantial soil contamination at the former Council Bluffs Shooting Range contributes to why this site has sat vacant since the 1990s even through it's in a prime location. The site currently sits vacant and poses adverse environmental impacts to the surrounding area, reducing property values, and negatively impacting reinvestment, throughout the target area. Redevelopment of this site will be the catalyst for redevelopment of the target area.

b. Health or Welfare of Sensitive Populations: The target area has a history of pollution exposure, and residents experiencing transportation barriers. The target area's demographics include 27.82 percent low income[4], 21 percent persons with disabilities, 22 percent children, and 30 percent senior citizen[3]. One of the greatest threats facing the sensitive population of the target area is its environmental burden. The target area is over the 85th state percentile for nitrogen dioxide, diesel particulate matter, traffic proximity, superfund proximity, RMP facility proximity, hazardous waste proximity, and underground storage tanks[5]. Environmental health plays an important part in a person's overall physical and mental health. According to the Office of Disease Prevention and Health Promotion, people with low-income levels are more likely to live in polluted areas and are at a higher risk of health problems related to pollution. The target area experiences high flood risk and critical gaps in service like transportation and being a food dessert[6]. This contaminated site perpetuates the socioeconomic decline with the target area. These negative metrics have a disproportionate impact on the welfare of human and environmental health in this community. The redevelopment of the former Council Bluffs Shooting Range will create affordable housing, greenspace, and commercial space which will directly support investment and foster new well-paying jobs, revitalization, and social equity.

c. Greater Than Normal Incidence of Disease and Adverse Health Conditions: Exposure to lead can cause developmental delays, learning difficulties, hearing loss, premature birth, low birth weight, high blood pressure, cardiovascular disease, and cancer. According to the World Health Organization lead is one of 10 chemicals of major public health concern requiring action to protect the health of workers, children, and women of reproductive age. According to the County Health Rankings & Roadmap, Pottawattamie County ranks 95th out of Iowa's 99 counties in terms of health outcomes (1 best to 99 worst). The rankings analyze health-related factors such as high school graduation rates, obesity, smoking, unemployment, access to healthy foods, quality of air and water, income inequality, and teen births. Several recent health studies indicate exposure to carcinogens in the Council Bluffs area are higher than other communities in Iowa. A University of

[3] ACS 2022 5-Year Estimate
[4] U.S. Housing & Urban Development Low- and Moderate-Income Area Data Map
[5] Public Data Partners
[6] USDA Food Access Research Atlas

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Iowa study titled *2023 Cancer in Iowa* reported that Pottawattamie County was a county where the number of new cancer cases and cancer deaths is greater than that of the state. The National Cancer Institute (NCI) lists Pottawattamie County cancer incidence rates as 485.6 per 100,000, which is higher than the U.S. rate of 444.4 per 100,000. Finally, Cancer InFocus estimates the cancer incidence rate per 100,000 in Pottawattamie County as 485.371 with an estimated cancer mortality rate of 173.7 per 100,000. Lead remediation on the former Council Bluffs Shooting Range will reduce exposure to lead that is negatively impacting the surrounding area. In addition, the Iowa Department of Public Health's Annual Lead Testing for Children Under 6 shows that in Council Bluffs the five-year average for children having an elevated blood lead level is nearly three percent compared to the state's two percent.

d. Economically Impoverished/Disproportionately Impacted Populations: The target area has historically been subjected to unequal environmental and economic burdens. As mentioned previously the target area has seven environmental burdens over the 85th percentile[7]. This is compounded with over half of the population (51.92%) as low-moderate income[8], and 9% population with no degree[9]. The vacant, underutilized, severely contaminated former Council Bluffs Shooting Range site only exacerbates the issues experienced by this community. While direct correlation between contamination exposure and adverse health conditions cannot always be proven, the data shows a connection between localized environmental burdens, including lead exposure and the negative health outcomes occurring in the area. The removal of blight, environmental hazards, and negative health impacts in this community, will be achieved through the cleanup of this site.

Community Engagement: e. Project Involvement/f. Project Roles

Organization	Mission	Point of Contact	Role
Iowa DNR	To improve the quality of life in Iowa by conserving and enhancing natural resources.	Mel Pins Mel.Pins@DNR.Iowa.Gov	Oversees the Land Recycling Program (LRP) that will issue a "No Further Action" certificate after implementation of appropriate cleanup activities.
City of Council Bluffs Community Development	Administers urban planning, development, and housing within the city.	Courtney Harter Charter@councilbluffs-ia.gov	Work with developer to navigate and ensure city regulations are complied with.
Pottawattamie County Public Health Department	To work in partnership to protect all of Pottawattamie County residents' health.	Matt Wyant Matthew.Wayant@PottCounty.ia.gov	Address public health concerns over contaminants.
Neighbor-Works Home Solutions	Simulates revitalization of neighborhoods by creating quality housing choices in the communities we serve.	David Hazlewood Dhazlewood@nwhomesolutions.org	Continue the success of creating quality affordable housing and assist with redevelopment.
Council Bluffs Area	Strengthen businesses and build partnerships	Chris LaFerla Chris@councilbluffsiowa.com	To create a thriving community in the nation's top economic

[7] Public Data Partners
[8] U.S. Housing & Urban Development Low- and Moderate-Income Area Data Map
[9] ACS 2022 5-Year Estimate

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Chamber of Commerce	that promote economic growth and community development.		growth region with opportunities unlike anywhere else.

g. Incorporating Community Input: The City recognizes the importance of community involvement activities and the role they play in building social strength and stability. Previous engagement conducted under the city's previous Brownfields Assessment Grant included a stakeholder meeting; community event at a park; brownfields redevelopment workshop at a school; focus group meeting held via Zoom; newspaper press release; virtual workshop; online community outreach survey; and annual City Council presentations. The city also co-hosted a brownfields workshop with IDNR, EPA, and KSU TAB. These high interactive efforts allowed citizens to participate in the project's decision-making process. A primary example includes helping to prioritize brownfield site cleanups and redevelopment strategies. The city will continue its proactive outreach approach as part of the proposed Cleanup Grant. The city has held specific public meeting to share and solicit feedback on this project, one on October 21, 2024, and on December 15, 2025. In addition, the city actively engages in community participation and involvement in all phases of the redevelopment within the South Expressway Corridor (target area). This was especially true during development of the *Bluffs Tomorrow 2030* Plan. As the cleanup moves forward on the former Council Bluffs Shooting Range site information on the project schedule, drafts, and final versions of reports (including the cleanup plan and redevelopment plan), and options for comment and feedback will be made available on a created Council Bluffs Brownfields website. This information will be presented to the City Council, who is the local decision-making authority. The program website will also inform citizens how the EPA has positively assisted the city with cleaning up and redeveloping this site. The city will host at least two open house events (in person and/or virtual) including at least one event yearly to keep interested citizens and neighborhood residents apprised about the project's progress and to solicit community input. Input from each open house event will be recorded and incorporated where appropriate. Open house events will be published in the local newspaper and posted on the City's website including the brownfields website, as well as posted in public buildings such as City Hall, the public library and at the site. Social media outlets such as Facebook and Twitter will serve as another forum to keep citizens aware of this important endeavor. The city plans to make available material in other languages as necessary for non-English speaking residents. The combination of these community input actions will provide an opportunity to update and engage residents on the progress of the city's historically successful (i.e., Phoenix Award Winner for International Harvester Loft Cleanup and Redevelopment) and ongoing brownfields program.

(3) TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

a. Proposed Cleanup Plan: The remediation plan was developed through the utilization of the city's current U.S. EPA Brownfield Assessment grant. A Phase I ESA and cleanup planning activities were completed under the assessment program prior to the city acquisition. Through the previous owner the site was enrolled into the IDNR Land Recycling Program, however approximately 17,000 cubic yards of lead- and antimony-contaminated soil have been identified to be remaining at the site. Lead soil concentrations have been identified as high as 16,200 mg/kg exceeding the Iowa DNR statewide standard and unrestricted use concentration of 400 mg/kg. Antimony soil concentrations have been identified as high as 881 mg/kg exceeding the Iowa DNR statewide standard and unrestricted use concentration of 31 mg/kg. Composite soil samples representative of the overall anticipated lead-containing soil has been collected and analyzed via toxicity characteristic leaching procedure (TCLP). Of the twelve samples collected, six of the samples were identified as having lead concentrations above 5 mg/L, which is the hazardous waste threshold. Soils at the site which are analyzed has having lead TCLP values above 5 mg/L will require treatment with a stabilizing compound in order to obtain a TCLP result less than 5 mg/L in order to be disposed of at a local landfill as

special waste. As most of the elevated lead and antimony concentrations appear to be primarily within one foot of the ground surface, soil removal will be conducted in one-foot lifts. The bottom of each one-foot lift of soil removed will be screened with an x-ray fluorescence (XRF) analyzer to evaluate the presence of lead and antimony remaining in the subsurface. XRF readings will guide the soil removal. Laboratory confirmation and TCLP samples will be collected and analyzed during the course of the cleanup to ensure contaminated soil is being removed and disposed of properly. A draft ABCA was developed by a qualified environmental professional and submitted for public review and comment. The proposed cleanup plan for the former Council Bluffs Shooting Range includes soil excavation and treatment with offsite disposal and backfilling with certified clean fill. This is an effective way to eliminate risk at the site, since exposure pathways will be eliminated.

Description of Tasks/Activities and Outputs

Task 1: Cooperative Agreement Oversight
b. Project Implementation: Prepare quarterly progress reports, annual financial reports, and MBE/WBE reports, update ACRES database, procure and manage QEP, and prepare grant closeout report
c. Anticipated Project Schedule: Quarterly progress reports will be submitted by January 30th, April 30th, July 30th, and October 30th, with the first report due January 30, 2026. Annual DBE reports will be submitted by October 30th, with the first report due on October 30, 2026. Grant closeout is expected on or before Q4 FY 2029.
d. Task Lead: City of Council Bluffs' Brownfields Project Director and Project Manager
e. Outputs: Admin Records: (1) Work plan; QEP procurement, (16) quarterly progress reports, (4) annual financial reports; (4) MBE/WBE reports; (1) grant closeout report
Task 2: Community Engagement/Outreach
b. Project Implementation: Prepare and implement a site-specific community input plan that will identify community engagement activities that will be utilized to inform the public on the cleanup along with how to provide input and receive feedback.
c. Anticipated Project Schedule: (1) Community Input Plan (QI), project website (Q1), (1) program flyers, (4) public meetings (Q2, Q6, Q10, & Q15), (1) neighborhood meeting (Q2); (1) National Brownfields Conference (FY2027);
d. Task Lead: City of Council Bluffs' Brownfields Project Manager with input from QEP
e. Outputs: (1) Community Input Plan, (4) public meetings, (1) project website (1) neighborhood meeting, (1) program flyer, (1) attend National Brownfields Conference
Task 3: Cleanup Oversight & Planning
b. Project Implementation: Prior to site remediation work, QEP will prepare a site-specific quality assurance project plan (QAPP), final ABCA, health and safety plan (HASP), and NHPA/Section 106 compliance; Prepare cleanup plan and bid specification and conduct bidding process.
c. Anticipated Project Schedule: This task will begin after QEP has been procured and is anticipated to be completed by Q2 FY27.
d. Task Lead: City of Council Bluffs' Brownfields Project Manager and QEP
e. Outputs: (1) QAPP; (1) ABCA, (1) HASP, (1) NHPA/Section 106 compliance, (1) Cleanup plan and bid specification, (1) Summary of bidders
Task 4: Site Cleanup (Remediation Contractor Only)
b. Project Implementation: Implementation of cleanup plan described in Section 3.a
c. Anticipated Project Schedule: Q1 FY26 through Q4 FY29
d. Task Lead: City of Council Bluffs' Brownfields Project Manager, Remediation Contractor, and QEP

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e. Outputs: Daily construction logs from monitoring of remediation activities; landfill tickets; post soil removal action cleanup report

f. Cost Estimates

Budget Categories		Project Tasks ($)				Total
		Task 1	Task 2	Task 3	Task 4	
Direct Costs	Personnel	$10,000	$5,000	$2,500	$2,500	$20,000
	Fringe Benefits	$4,000	$2,000	$1,500	$1,500	$9,000
	Travel	$4,500	-	-	-	$4,500
	Equipment	-	-	-	-	-
	Supplies	-	$1,450	-	-	$1,450
	Contractual	$14,000	$13,000	$35,000	$291,000	$353,000
	Construction	-	-	-	$3,460,000	$3,460,000
	Other	$500	50	-	-	$550
Total Direct		$33,000	$21,500	$39,000	$3,755,000	$3,848,500
Indirect Costs		-	-	-	-	-
Total Budget		**$33,000**	**$21,500**	**$39,000**	**$3,755,000**	**$3,848,500**

Budget Explanations

Personnel & Fringe Benefits: The Project Manager has an hourly rate of $40.84 and a fringe benefit hourly rate of 21.02 and is anticipated to spend 350 hours of time on this project. Whereas, the Project Director has an hourly rate of $70.91and a fringe benefits hourly rate of $20.54 and is anticipated to spend 80 hours of time on this project. Task 1 has 106 hours allocated for the Project Manager and 80 for the Project Director. Task 2 includes 122 hours for the Project Manager to assist with community engagement efforts. Tasks 3 and 4 allocate 61 hours of the Project Manager's time to review cleanup plans, procurement documents, monitor cleanup, and project close out.

Travel: Task 1: Airfare: 2 tickets at $750 = $1,500; Hotel: 4 nights x 2 rooms at $300 per night = $2,400; Meals: Federal per diem rate of $69 per day x 4 x two persons = $552 ($550 round down); Mileage: To and from Airport 75 miles x .67 (federal mileage rate) = $50.25 ($50.00 round down)

Equipment: Not applicable

Supplies: Task 2 Community Engagement cost for public notification such as postcards, flyers, ads, etc.

Contractual (QEP Costs): Task 1: Cooperative Agreement Oversight: $14,000 (92 hours x $155 per hour = $14,000 (round down)); Task 2: Community Engagement: $13,000 (84 hours x 155 per hour (round down)); Task 3: Cleanup Planning (final ABCA, NEPA/Section 106, project specifications, health and safety plan; and cleanup bidding): $35,000 (226 hours x $155 per hour (round down)); Task 4: Cleanup Oversight (on-site oversight and monitoring, soil screening, final inspection, Davis Bacon, and post Removal Action Cleanup Report: $291,000 (1,317 hours x $155 = $204,135 + $86,865 for lab, per diem, mileage, supplies, equipment) (costs determined by average hourly rate of $155 from QEPs in Iowa).

Construction: Task 4 Site Cleanup: The $3,611,500 estimate was provided by a shooting range lead reclamation contractor, a truck hauler, and local landfill. It is estimated excavating soil, separating shot from soil, chemical treatment (needed to reduce landfill fees, as it will allow for waste classification of special waste instead of hazardous waste), hauling, and disposal of approximately 17,000 cubic yards of soil will take approximately six months, Processing material and separating lead shot (17,000 CY x $40/CY = $680,000); excavating soil and blending chemical treatment (17,000 CY x $23.72/ton = $403,250 (round up)); loading and hauling soil to landfill (27,200 tons x $25/ton = $680,000); landfill

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disposal (27,200 tons x $23.50/ton = $639,200; blending chemical (780 tons x $542/ton including shipping = $423,000 (round up)); backfill and compaction per cubic yard (17,000 CY x $23/CY = $391,000); adding topsoil (2,950 CY x $55/CY = $162,250; additional items (dust control; silt fencing; supplies; sanitary facilities = $81,300 (round down).
Other: Cost for registration to national brownfields conference: 2 x $275 = $550

g. Plan to Measure and Evaluate Environmental Progress and Results

Project progress, outputs, and outcomes will be measured and tracked by the city with assistance from the QEP. The city's Housing and Economic Development Planner will oversee the QEP and contractor, compile information to track financial progress, provide administrative checks and balances, and communicate progress to EPA. To measure progress towards successful cleanup of the site, the city and QEP will produce records, documents, and communications that will track outputs, including public and stakeholder meetings, public notices, fact sheets, permits and regulatory approvals, construction reports, compliance evaluations, quarterly and annual reports to EPA regarding performance, expenditures, MBE/WBE inclusion, ACRES reporting, project profiles, closeout reports, and technical progress of the contractor. In the unlikely event the project goes off schedule, the city will hold a meeting with the QEP, cleanup contractor, IDNR and EPA Project Officer to develop a plan to get the project back on track.

(4) PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

Programmatic Capability: a. Organizational Structure/b. Description of Key Staff: The city has the necessary organizational structure and capacity to successfully administer the grant as demonstrated by the successful implementation of previous brownfield grants. Ms. Courtney Harter, Community Development Director, and Ms. Dessie Redmond, Housing & Economic Development Planner, will be responsible for management of the grant. This team is efficient and their level of expertise, qualifications, and experience will result in the timely and successful expenditure of funds and completion of all technical, administrative, and financial grant requirements. Ms. Harter is responsible for the overall administration of the Community Development Department and will assist in administering the city's EPA Brownfields Program and with the management of the Community Development Block Grant (CDBG) and HOME Programs. Ms. Redmond will be the city's EPA Brownfields Project Manager and is responsible for program implementation and fiscal management including the CDBG and HOME programs. The Community Development Department has extensive experience in efficiently and effectively managing federal and state grants. This includes $1.4 million in U.S. EPA Brownfields Grants and approximately $2 million annually in CDBG and HOME funds and program income. In recent years, the city has secured funding from the State of Iowa: $3 million for the 125 West Broadway mixed-use redevelopment, $2.5 million for Gunn Elementary School/Linden Place Apartments, and $3.5 million from the Iowa DOT on three infrastructure grants for S. 24th Street reconstruction, River's Edge Infrastructure, and Gifford Road reconstruction. U.S. Department of Housing and Urban Development has awarded $2.3 million to the city for programs to protect children and families from lead-based paint and other home health hazards. Finally, in 2021, the city was awarded a $300,000 U.S. EPA Brownfields Community-Wide Assessment Grant and in 2022 a $500,000 U.S. EPA Brownfields Cleanup Grant.

c. Acquiring Additional Resources: The City will acquire additional technical expertise and resources through the service of a qualified QEP, planner, and/or outreach specialist through a competitive selection process. The QEP will assist with project management, community engagement, cleanup planning, and site cleanup activities. If needed the city may procure for planning and/or outreach specialist services for community engagement. The cleanup contractor will also be procured utilizing the same process. The city has implemented this resource acquisition process successfully on previous brownfield grants resulting in achievement of all cooperative agreement objectives. Procurement documents will include a reasonableness of cost/price criteria that is substantially weighted and evaluated for scope of services outlined in the RFP/RFQ. The city will

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encourage the partnership of working with disadvantaged businesses, Section 3 businesses as defined by the U.S. Department of Housing and Urban Development, and local firms. The city also has a significant history working closely with the executive officer of the Iowa Brownfield Program to provide technical expertise and advice as needed during prior brownfields projects. City staff will continue to engage individuals as needed during the proposed project period.

Past Performance and Accomplishments: d. Currently Has or Previously Received an EPA Brownfields Grant/(1) Accomplishments/(2) Compliance with Grant Requirements: The EPA has awarded the city of Council Bluffs seven Brownfields Grants totaling $2.3 million over nineteen years. This includes Assessment Grants in 2005, 2008, 2013, and 2020, single site Cleanup Grants in 2009, 2011, and 2022 and Area Wide Planning Grants in 2013. The city was even recognized with a prestigious Phoenix Award at the 2015 National Brownfields Conference for the impressive redevelopment of the Harvester Lofts. The table provides a summary of Council Bluffs' previous grant accomplishments. City officials are committed to continuing to report future accomplishments in ACRES to the EPA even beyond the grant period to support the EPA Brownfields Program. For each of the closed grants the city of Council Bluffs was compliant with the grant workplan, schedule and terms and conditions, had a history of timely reporting for quarterly reports and other grant deliverables, was up to date with all ACRES reporting and expended funds.

Most Recent Three Brownfields Grants		
Year & Grant Type	Accomplishments	Compliance
2022 Cleanup Grant	The property awarded cleanup grant funding has been accepted into the Iowa DNR's Land Recycling Program (LRP) and is currently going through the LRP process. SHPO clearance has been provided for the property.	All quarter reports, annual reports are up to date and have been submitted to the EPA project manager. Site information has been inputted into ACRES, which is updated as needed.
2020 Community-Wide Assessment	11 Phase I ESAs, three Phase II ESAs, five supplemental Phase II ESAs, and one target area revitalization plan have been completed to date. Cleanup planning was completed for two sites.	All quarter reports, annual reports, and final closeout report were submitted to the EPA project manager. All sites were inputted into ACRES, which is updated as needed.
2013 Community-wide Assessment	The grant was used to conduct 15 Phase I and seven Phase II ESAs within the historically industrial West Broadway Corridor.	All quarter reports, annual reports, and final closeout report were submitted to the EPA project manager. All sites were inputted into ACRES, which is updated as needed.

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RESOLUTION NO. 25-311

A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS CLEANUP GRANT

WHEREAS, EPA establishes the Brownfields Cleanup Grant Program and has announced funding availability under said Program; and,

WHEREAS, the City is an eligible applicant with a proven track record of successfully implementing Funding under said Program; and.

WHEREAS, the former Council Bluffs Shooting Range parcel number 744412451004 has known contamination and presents a health hazard to Council Bluffs residents; and

WHEREAS, the U.S. EPA Brownfields Cleanup Grant program is a source of funding to cleanup existing contaminants; and,

WHEREAS, the City Council has reviewed the request and found it to be in the best interest of the City.

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

That The City staff and Mayor is hereby authorized to prepare and submit a U.S. EPA Brownfields Cleanup Grant Program application in the amount of $3,848,500 to assist with the removal of hazardous conditions at the former Council Bluffs Shooting Range; and

The Council hereby authorizes staff to accept the award if granted and sign necessary agreements to execute an award.

ADOPTED
AND
APPROVED December 15, 2025

.

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-312
Resolution authorizing the Mayor to execute a contract addendum with the Iowa Economic Development Authority's Community Development Block Grant Disaster Recovery Program (CDBG-DR) for the East Manawa Phase I Housing Development Project (19-DRH-020) in the amount of $6,873,501.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

cc staff report - IEDA contract addendum CDBG-DR 2-24-25.doc
CDBG-DR FINAL 12-8-2025.docx
25-312.doc

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

6.J

Council Communication

Department: Community Development Case/Project No.: N/A	Ordinance No.: N/A Resolution No.: 25 - ___	City Council: 12-15-2025

Subject/Title

Resolution authorizing the Mayor to execute a contract addendum with the Iowa Economic Development Authority's Community Development Block Grant Disaster Recovery Program (CDBG-DR) for the East Manawa Phase I Housing Development Project (19-DRH-020) in the amount of $6,873,501.

Location

Southerly connection from Mohawk Road to East Manawa Drive

Background/Discussion

The City was awarded $6,873,501 in funds from the Iowa Economic Development Authority (IEDA) through the CDBG-DR program. This will support the construction of the infrastructure and construction offset of the homes as well as provide down payment assistance to qualified homebuyers. All 40 units will be sold to households at or below 80% of the median family income for a sales price of $175,000.

IEDA is requesting the execution of a contract addendum to provide further clarification regarding requirements of the CDBG-DR program and required federal provisions. Because the City is operating as the developer of the site, the addendum outlines the project scope relating to the new housing units and required mortgaging and promissory notes.

Staff Recommendation

The Community Development Department recommends City Council adopt a resolution authorizing the Mayor to execute a contract addendum with the Iowa Economic Development Authority's Community Development Block Grant Disaster Recovery Program (CDBG-DR) for the East Manawa Phase I Housing Development Project (19-DRH-020) in the amount of $6,873,501.

Attachments

IEDA Contract Addendum

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
CITY AS DEVELOPER ADDENDUM TO GRANT AGREEMENT

THIS AGREEMENT ADDENDUM (the "Addendum") is by and between Iowa Economic Development Authority (herein called "IEDA") and the City of Council Bluffs, Iowa (herein called the "City"), named as Recipient to CDBG-DR Funding and additionally taking on the role of the project Developer.

WITNESSETH THAT:

WHEREAS, the City received Community Development Block Grant Disaster Recovery (CDBG-DR) funds from the Iowa Economic Development Authority (IEDA) under allocations sourced from the Housing and Community Development Act of 1974 and Additional Supplemental Appropriations for Disaster Relief Act, 2019 Signed into law: Public Law 116-20, allocating CDBG funding to HUD; and

WHEREAS, the effective date of the CDBG-DR Grant Agreement is February 13, 2025; and

WHEREAS, the effective awarded Contract Number is 19-DHR-020; and

WHEREAS, the City has been designated as the Recipient of these funds by IEDA; and

WHEREAS, the City will also receive, administer, and disburse these funds as Grant Administrator; and

WHEREAS, the City will further perform the role of Developer for said funds; and

WHEREAS, the City will own, develop and manage the Project as a Developer; and

WHEREAS, these funds will be used to assist the construction of 40 affordable Single Family housing units along Mallard Street, generally located between East Manawa Drive and Mohawk Street as depicted in Exhibit A; and

WHEREAS, the City as Developer will additionally undertake the community development activities in accordance with the original funding application submitted to the IEDA; and

WHEREAS, this project shall be subject to all the terms and conditions specified in the contract by and between the IEDA and the City for the implementation of the CDBG-DR Funds (herein referred to as "CDBG Funds"), in the attached Exhibit A, and all governing regulations set by City ordinances and codes; and

NOW, THEREFORE, it is additionally agreed between the parties hereto as affirmation of the Cities responsibilities as Developer that:

I. **SCOPE OF SERVICE**

City-as-Developer Arms-Length Compliance. If the City serves as the Developer under this Agreement, the City shall maintain a clear separation of duties between its roles as Recipient and Grant Administrator and as Developer. Individuals with authority over the administration of CDBG-DR funds shall not participate in procurement, contract award, or construction management decisions for this Project that fall into the role of Developer. The City shall designate separate staff or organizational units for grant administration and for performing role of Developer.

A. Activities

1. As a condition of providing up to $6,873,501.00, the City will be responsible for developing, in a manner satisfactory to IEDA and consistent with any standards required by this Agreement or federal or state laws and regulations, the construction of a Single-Family Home with Down Payment Assistance project located at along Mallard Street, generally located between East Manawa Drive and Mohawk Street containing 40 units (the "Project").

2. Additionally, 100% of the single family homes must be leased to persons and/or households at or below 80% of the area median family income, as determined by the U.S. Department of Housing and Urban Development.

B. Funding

1. The City agrees to allocate the project an amount not to exceed $6,601,090.00 in awarded CDBG Funds to complete the Project, as more specifically set out (as applicable) in Exhibit B: Mortgage; Exhibit C: Promissory Note; Exhibit D: Assignment of Leases and Rents (as applicable), and Exhibit E: Agreement for Covenants and Restrictions (this Agreement, the Mortgage, the Promissory Note, the Assignment of Leases and Rents, and the Covenants and Restrictions shall collectively be known as the "Loan Documents"), which are attached hereto and by this reference made a part hereof as if set out in full in this section.
2. The Mortgage and the Assignment of Leases and Rents securing the CDBG funds forgivable loan (non-receding) may be recorded in junior position to the principal conventional loan but must be recorded in senior position to any and all other funding in the project. The Agreement for Covenants and Restrictions should be filed prior to any mortgages being filed.

3. The City shall receive the CDBG Funds and use the proceeds thereof to pay eligible costs incurred by the City in connection with the construction and acquisition of the Project. The funding of the CDBG Funds and any portion thereof is expressly conditioned upon the City complying with all of the program requirements and the terms of this Contract. Proceeds of the CDBG Funds may only be applied to eligible uses. No costs incurred prior to the Effective Date of this Agreement may be included under this Agreement without prior written approval.

4. No CDBG funds or non-CDBG funds may be committed to the project until the

City has secured environmental approval from the IEDA, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuance to 24 CFR Part 58.22(a), no activities may be undertaken that may limit the choice of reasonable alternatives.

5. The award proceeds will be paid to City to be applied against the approved project expenses. The City's Developer team will have no authority to direct any of the funds elsewhere or to withdraw any of the funds without the express written permission of the City's Grant Administrator.

C. Closing

1. Prior to or at the time of closing on/filing the CDBG Loan (as applicable), the City shall:
    - (i) Execute and deliver this Agreement and the Exhibits, including the note, mortgage, assignment of leases and rents, and covenants and restrictions.
    - (ii) Have submitted a firm written commitment from each source of funds to the Project identified in Exhibit A. Each commitment shall include the amount, terms, estimated time of contribution, and conditions of the financial commitment, as well as any schedules. These commitments must be in a form and amount acceptable to IEDA. The City shall report any changes in these contributions to IEDA immediately, whether the change is made by the City or any other party.
    - (iii) Provide an attorney's title opinion regarding the land.
    - (iv) Provide a budget for the Project acceptable to IEDA.
    - (v) Provide IEDA with the due diligence materials requested all in form and substance reasonably satisfactory to IEDA.
    - (vi) Provide a construction schedule.

D. Disbursements

1. Prior to commencement of construction, IEDA must be provided the following documents:
    - (i) Environmental Review process must be complete, including the signed Release of Funds letter from IEDA's Environmental Review Specialist;
    - (ii) Final Designs submitted to IEDA and approved for all green building standards and/or Mitigation designs (as applicable);
    - (iii) Documentation for recorded private financing uploaded to IowaGrants;
    - (iv) Preliminary Home Energy Rating System (HERS) report to IowaGrants;
    - (v) Acquire IEDA approval of applicable DBRA wage rates if more than seven (7) units constructed;
    - (vi) Acquire IEDA approval of construction contracts prior to execution for concurrence of all State and Federal Clauses present;
    - (vii) Provide approval of building plan from local codes authority

(viii) If no local codes enforcement:

1. Provide evidence of ImageTrend submission via screenshot to IowaGrants;
2. Provide evidence of Iowa Department of Public Safety Submission via screenshot to IowaGrants;
3. Provide signed agreement for a Building Inspector to perform inspections at the Footing, Framing and Final completion intervals for State Building Code and State Energy Code compliance;

(ix) For New Housing:

4. CDBG Mortgage recorded in second place to County for which project resides uploaded to IowaGrants;
5. Promissory Note signed and uploaded to IowaGrants (for CDBG-DR);

(x) For Rentals:

6. Rental Covenants Form recorded with the County & Uploaded to IowaGrants;
7. UCC Financial Statement completed and uploaded to IowaGrants;

(ii) For Rehabilitation:

1. UCC Financial Statement completed and uploaded to IowaGrants;

(xi) If Disturbing > 1 Acre:

2. Iowa DNR Water Quality Permit uploaded to IowaGrants;
3. Stormwater Management Milestone Checklist;

2. The City shall use the CDBG Funds it receives from IEDA and HUD with respect to the Project to reimburse the City's eligible Development Activity costs incurred in connection with the development of the Project to the extent such costs are properly submitted to IEDA in accordance with the procedures set forth in this Agreement and all other terms and conditions of this Agreement. The City may not request a disbursement of CDBG Funds from IEDA until such funds are needed to pay eligible costs of the Project.

3. Accordingly, the amount of each draw request must be limited to the amount of money needed to pay eligible costs actually incurred by the City at the time of the draw request, may not include amounts for prospective or future needs, and may not be placed into escrow accounts or advanced in lump sums.

4. All claims for disbursement must be processed in accordance with IEDA's Policies and Procedures manual for this grant program.

5. The City shall provide a draw request for CDBG Funds to IEDA using the procedures and forms specified by IEDA. All eligible costs to be reimbursed must have adequate and itemized supporting documentation, including copies of receipts. The eligibility of any cost shall be determined by IEDA, in its sole discretion. A draw request must show expenses in whole dollar amounts. The City

shall round down for any expense not in a whole dollar amount. A draw request must be equal to or greater than five hundred dollars ($500.00), except for a final draw request.

6. Further, a final draw request shall not be paid by IEDA until at least one monitoring visit of the Project has been conducted and any required or requested project reports and documents have been reviewed and approved by the City.

7. The City shall not charge or allow CDBG Funds to pay any flat rate or estimate for service, meaning that any expense must be the actual cost for providing such good or service.

8. Ten percent of the CDBG Funds will be withheld as retainage until:
   (i) the Project has been constructed or rehabilitated;
   (ii) the CDBG-Funded Units have been rented to eligible tenants or the units sold to qualified buyers;
   (iii) a monitoring visit has been satisfactorily completed by the City and/or IEDA;
   (iv) all other regulatory or funding requirements are completed in full.

9. The CDBG Funds must be used to pay eligible costs. IEDA shall determine the City's compliance with this requirement at the time each draw request of CDBG Funds is made based upon a review of the draw request. The City may request lien waivers as necessary and establish such additional limitations on the expenditure of CDBG Funds as it determines are appropriate to ensure compliance with program requirements.

10. In the event that IEDA shall determine that the CDBG Funds Grant have been used to pay ineligible costs, whether such costs are ineligible costs because they are not approved as eligible costs in accordance with this Agreement or because they violate program requirements, IEDA shall provide the City with written notice thereof and the City shall pay to IEDA, in immediately available funds within ten Business Days from the date of said notice, an amount equal to that portion of the CDBG Funds used to pay ineligible costs to IEDA.

11. In the event that IEDA makes a determination that the City has failed to expend (or is unlikely to expend) sufficient CDBG Funds on eligible costs within the prescribed expenditure deadlines, IEDA shall have no obligation to disburse any funds to the City under this Agreement and may, at the election of IEDA, recover or offset any CDBG Funds actually paid to the City with respect to the Project.

12. IEDA reserves the right to withhold funds until the City has received, reviewed, and approved all items, such as permits or licenses from other local, state or federal agencies, which may be required prior to Project commencement.

13. If the total amount of funding for a Project has not been requested by the City

within ninety (90) Days after its estimated construction completion date, then IEDA shall be under no obligation for further disbursement. Upon the submission and disbursement of a final Draw Request, any remaining CDBG Funds shall not be available.

14. Upon the expiration of this Agreement, any remaining CDBG Funds and accounts receivable attributable to the use of CDBG Funds must be transferred to IEDA.

15. The City shall cooperate with IEDA in obtaining and providing any additional documentation that may be required by IEDA to approve the request for CDBG Funds.

16. IEDA will not make any payments to the City for costs that:
    (v) (i) are Ineligible Costs or otherwise prohibited under Program
    (vi) Requirements;
    (vii) (ii) are not strictly in accordance with the terms of this Agreement;
    (viii) (iii) were requested and/or incurred before the signing of this Agreement without prior IEDA approval;
    (ix) (iv) were requested and/or incurred after termination of this Agreement; or
    (x) (v) were requested during the occurrence and continuation of an uncured Event of Default.

17. IEDA is authorized to make modifications to the Draw Request procedure and to establish additional requirements for payment of the CDBG Funds to the City as may be necessary or advisable for compliance with all Program Requirements.

E. Repayments

1. Independent Financial Review. All draw requests and payment approvals shall be reviewed and certified by a IEDA-certified Grant Administrator independent from the City's Developer team.

2. Segregation of Duties. The City shall implement internal controls that segregate initiation, review, and approval of financial transactions according to IEDAs CDBG Management Guide.

3. External Audit. The City shall engage an external CPA or Auditor to perform periodic compliance reviews focused on procurement, financial management, duplication of benefits, and Davis–Bacon (as applicable).

4. There will be no repayments required on the $6,873,501.00 of CDBG Funds if all affordability and long-term monitoring conditions are fulfilled. Terms and conditions are further set forth in the Loan Documents. If the assisted rental project is sold or transferred to an alternate use during the compliance period

following completion and acceptance, the entire amount of the CDBG-Funded forgivable loan shall be repaid.

F. Default

1. Remedies for Arms-Length Non-Compliance. In addition to existing remedies, failure to maintain arms-length compliance may result in suspension of disbursements, disallowance and repayment of questioned costs, replacement of personnel/contractors, and referral to appropriate authorities. The City shall implement corrective actions within timeframes prescribed by IEDA/HUD.

2. Any of the following events shall constitute an "Event of Default" under this Agreement:

(i) a breach by the City of any of its representations, covenants, or warranties contained in this Agreement or the Loan Documents or in the performance of any of its obligations under this Agreement, in either event that (a) has or might reasonably be expected to have a material adverse impact on the operation of the Project, and (b) is not cured within ten Business Days in the case of a monetary default or 20 Business Days in the case of a non-monetary default following notice of such breach or default from IEDA to the City, provided, however, that if a non-monetary default cannot reasonably be cured within 20 Business Days and the City commences a cure within 20 Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to an additional 30 Business Days;

(ii) a representation, warranty or statement made or furnished to IEDA by, or on behalf of the City in connection with the Application or this Agreement to induce the City to make an award to the City r shall be determined by IEDA to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to IEDA's satisfaction within 30 Days after written notice by IEDA is given to the City; or

(iii) the City fails to make a payment to its contractors when due under the terms of this Agreement within ten (10) days following written notice of such overdue payment is given to the City by its contractors; or

(iv) the City demonstrates a lack of capacity to carry out the approved Project in a timely manner, in the sole discretion of IEDA; or

(v) the commencement of foreclosure proceedings with respect to any mortgage, which have not been withdrawn or dismissed within 30 Days after the date of such commencement; or

(vi) a violation of any law, regulation or order applicable to the City or the Project that has or might reasonably be expected to have a material adverse impact on the operation of the Project and is not cured within the applicable cure period, if any, provided in such

law, regulation, or order; or

(vii) gross negligence, fraud, willful misconduct, misappropriation of funds, or criminal activity other than a simple misdemeanor by the City or any Affiliate of the City providing services to or in connection with the City or the Project; or

(viii) the estimated construction completion date as set forth in the Construction Schedule has been delayed by more than 30 Days and (a) the City has failed to submit an acceptable Action Plan to IEDA or (b) IEDA determines such delay will prevent the City, the Project or IEDA from complying with the Program Requirements; or

(ix) the City or its contractors become debarred, suspended, proposed for debarment, or placed on ineligibility status by IEDA / HUD; or

(x) repeated or prolonged failure to provide any required reports; or

(xi) the Project fails to maintain the Program Requirements for the Affordability Period(s) of the CDBG-Funded Units for the entire affordability period; or

(xii) City fails to satisfy or appeal any judgment against the City.

3. In the event of a default, the City shall follow 2 CFR part 200 for suspension or termination of this Agreement. This includes temporarily withholding cash payments to contractors, disallowing all or part of the costs of the Project, wholly or partly suspending or terminating this Agreement, withholding further awards from CDBG, requiring the immediate repayment of the full amount of CDBG Funds disbursed, or taking any other remedies that may be legally available. Costs incurred by the City during a suspension or after termination of this Agreement are not allowable for reimbursement unless IEDA, in its sole discretion, expressly authorizes reimbursement.

4. IEDA shall have the right to exercise any of the following remedies upon an Event of Default:

(i) temporarily suspend making disbursements of CDBG Funds under this Agreement pending correction of the deficiency or default by the City;

(ii) require the repayment of the CDBG Funds;

(iii) declare the City and its principals "not in good standing" with respect to IEDA;

(iv) cease making any further payments of CDBG Funds under this Agreement;

(v) terminate this Agreement;

(vi) require the immediate repayment of CDBG Funds advanced pursuant to this Agreement (as applicable);

(vii) require that the City, the property manager, the Contractor or any other party providing services to the City to be replaced;

(viii) "Reserved"

(ix) draw upon and apply any escrows and/or reserve accounts in accordance with their terms;

(x) exercise any rights it may have under the CDBG Loan Documents, including, but not limited to, foreclosure of the Note and Mortgage thereunder, in order to assure for repayment of the CDBG Funds; and

(xi) exercise any other rights and remedies that may be available under law or in equity.

5. In addition to the remedies described, the City shall, upon demand by IEDA following an Event of Default, repay any amount of CDBG Funds previously disbursed to the City under the terms of this Agreement.

6. IEDA may defer the enforcement of remedies upon the occurrence of an Event of Default for such period as it determines appropriate, if it determines that any Lender is taking appropriate measures to correct the circumstances giving rise to the Event of Default.

7. IEDA may consult with and advise the Lender as to its intention to exercise remedies hereunder.

8. Each right and remedy provided in this Agreement is distinct from all other rights or remedies under this Agreement, the Loan Documents, or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

9. IEDA may provide a Lender with a copy of any written notice of default provided to the City pursuant to the terms of this Article. IEDA hereby agrees that any cure of any default made or tendered by any Lender shall be deemed to be a cure by the City and shall be accepted or rejected on the same basis as if such cure were made or tendered by the City.

10. IEDA acknowledges that the primary purpose for requiring compliance by the City with the restrictions provided in this Agreement is to assure compliance of the Project and the City with the Program Requirements, AND BY REASON THEREOF, THE CITY IN CONSIDERATION FOR RECEIVING THE CDBG-FUNDED LOAN / GRANT FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT IEDA, HUD AND/OR THE RESIDENTS OF THE PROJECT SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED ABOVE OR BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE CITY AND ASSIGNS OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN ANY STATE COURT OF COMPETENT JURISDICTION FOR ANY AND ALL BREACH OF THE CONDITIONS AND RESTRICTIONS HEREOF. The City hereby further specifically acknowledges that the beneficiaries of the City's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

11. If IEDA determines at any time that the City has expended funds for

Ineligible Costs, the City will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. Refer to Section 7.4(B) for repayment. If it is IEDA's final determination that costs previously paid by the City are Ineligible Costs under the terms of this Agreement, the expenditures will be disallowed and the City shall repay to IEDA all Ineligible Costs.

G. Period of Affordability

1. Affordability duration terms:

2019 Disaster Series:

New Single Family Homes: 5 years, enforced by a receding lien equal to the housing incentive provided

2. All units constructed for sale will be sold to households at or below 80% of the area median income. Upon completion of a single-family unit, and the closing on that sale, the affordability requirements of this agreement will be removed, and a new lien (five-year receding) will be filed with the new property owner.

3. For rental projects, the City agrees to rent and maintain throughout the affordability period units constructed under this agreement in the Project as CDBG units as affordable to households at or below 80% of the area median income (the "CDBG Units) and the maximum (gross) rent limits allowed on the CDBG Units shall not exceed the most current HOME Program 65% rent limits in accordance with 24 CFR 92.252(a). The remaining units can be rented without income and rent restrictions. Consideration must be given to keeping all units in the project, both assisted and non-assisted, consistent with each other in terms of bedroom sizes, square footage, similar design features and similar amenities.

The income of each CDBG tenant must be determined initially in accordance with "affordable housing" requirements as defined from time to time by the United States Department of Housing and Urban Development (HUD). Initially incomes must be determined by using third party verification per HUD requirements using the Part 5 income definition of inclusions and exclusions. The income of each tenant in a unit assisted with CDBG funds should be renewed annually for the term of affordability. In addition to tenant income data, the City must also provide documentation on their compliance efforts with their Affirmative Marketing Plan.

4. The CDBG Funded units will remain affordable rental housing for a period of five (5) from the time of project completion, occupancy and the provision of final demographic information for tenants to the City and IEDA. Throughout this period of affordability, the City or their designees shall agree to periodic reporting requirements, compliance monitoring and inspections for tenant incomes, tenant rents on the affordable units, appropriate unit mix and property standards compliance.

5. Should IEDA in its sole discretion determine that the subject property fails to comply with the affordability requirement during the period of affordability referred to above or the rental time period requirement the City shall repay the

CDBG Funds in full to IEDA within sixty (60) days from receipt of the IEDA's demand letter to the City.

H. Inspections

1. The City's grant administrator or its agents may perform periodic inspections at any reasonable time to ensure compliance with this agreement and the CBG Funds. The City or its agents shall perform a final inspection to certify project completion prior to final disbursement of the loan proceeds. The City's Developer team agrees to keep this project in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions in a timely manner.

2. Prior to disbursement of CDBG Funds or for any other purpose in connection with the completion of the improvements, the City's grant administrators or its agents shall have free access and right of entry at any reasonable time of the day to inspect all or any portion of the property and the improvements.

3. These inspections are for the benefit of the City as lender, to assure that the loan proceeds are being expended on the property in accordance with the approved loan application and the construction contract and for the benefit of the local government to assure that local law is being complied with in the project.

4. In the event of any such inspection, the City's grant administrators may inform the City Developer team of any noncompliance with respect to the construction contract, but the City grant administrators shall not issue direct orders or instructions to the Contractor or Subcontractor performing the work, except as authorized by the City Developer team.

5. The City Developer team shall take all steps necessary to assure that the City grant administrators or its agents are permitted to examine and inspect such work, and all contracts, materials, equipment, fixtures, payrolls and conditions of employment pertaining to the work, and all relevant data, books, and records of the City Developer team.

I. Period of Performance

1. The City's Developer team agree to use their good faith efforts to obtain a building permit for the project and begin construction by May 1, 2026. They also agree to use their good faith efforts to complete the project on or before the end date of the City's Contract with IEDA.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEVELOPER

The City, acting as Developer, hereby represents, warrants and covenants to IEDA that the following are true as of Execution and will be true on the due date of each disbursement of CDBG Funds, and as applicable, throughout the term of this Agreement:

A. The City is a duly organized municipal government validly existing under the laws of the state of its organization and has full power and authority to perform its obligations under

this Agreement.

B. No litigation, demand, investigation, claim or proceeding against the City or any other litigation or proceeding directly affecting the Project is pending or, to the best knowledge of the City, threatened, before any court, administrative agency or other Governmental Authority that would, if adversely determined, have a material adverse effect on the City or the construction, use and operation of the Project. The City and its Project Team shall promptly notify IEDA of the initiation of any claims, lawsuits or proceedings brought against the City.

C. No default by the City or any Affiliate thereof having any relationship with the Project has occurred or is continuing (nor has there occurred any continuing event which, with the giving of notice or the passage of time or both, would constitute such a default in any material respect) under any of the financing documents for the Project or other documents or instruments governing the development, use, occupancy and operation of the Project.

D. The City has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with this Agreement.

E. All material building, zoning, health, safety, business and other applicable certificates, permits and licenses necessary to permit the construction, use, occupancy and operation of the Project have been or will, at the time required, be obtained and maintained (other than, prior to completion of construction of the Project or a specified portion thereof, such as are issuable only upon completion of construction or such specified portion thereof); and the City has not received any notice nor has any knowledge of any violation with respect to the Project of any law, rule, regulation, order or decree of any Governmental Authority having jurisdiction which would have a material adverse effect on the Project or the construction, use or occupancy thereof, except for violations which have been cured or can be cured within any applicable cure period, and are in the process of being cured, and notices or citations which have been withdrawn or set aside by the issuing agency or by an order of a court of competent jurisdiction.

F. Before disbursement of CDBG Funds, the City will have a fee simple interest in the Project and good and marketable title thereto, free and clear of any liens, charges or encumbrances other than the encumbrances the City is permitted to create under the terms of this Agreement, matters of title as of the effective date of the City's title opinion, and mechanics' or other liens that have been bonded against (or as to which other cash equivalent security has been provided) in such a manner as to preclude the holder of such lien from having any recourse to the Project or the City for payment of any debt secured thereby.

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

H. No Event of Bankruptcy has occurred as to the City.

I. As of the date of Execution, all reserves and accounts required to be maintained by the City under the terms of this Agreement are currently funded (or will be funded at the

time(s) required) up to the specified levels.

J. The City will complete the Project.

K. All utilities are, or will be, available to the Project, including sanitary and storm sewers, water, gas (if applicable) and electricity.

L. The sources of funds available to the City are sufficient to enable the City to complete construction of the Project in accordance with the Plans and Specifications.

M. All financial statements and related materials concerning the Project provided to the City are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

N. Unless IEDA consents to a transfer of the Project, the Project will continue to be owned and operated by the City through the expiration of this Agreement or, if later, the date, (if any), through which the City is required to own and operate the Project pursuant to any of the documents governing the use and operation of the Project.

O. Tenants for the residential units in the Project will be screened and selected from a pool of eligible tenants based on uniformly applied tenant selection criteria that are commonly employed by other property owners in determining tenant eligibility in similar projects to the Project throughout the Affordability Period(s), and :

P. No preferences or discrimination will be employed in selecting tenants (i.e., no discrimination based on religion, race, color, creed, national origin, ancestry, legal residency, sex, sexual preference or orientation, gender identity, age, physical handicap, medical condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), family status, marital status, pregnancy, childbirth or related medical condition, or membership in the sponsoring organization) as will be consistent with federal housing policy governing nondiscrimination as determined under HUD rules and regulations.

Q. Each of the representations and disclosures made by the City to IEDA in any application for CDBG Funds is true and correct as of the date hereof. Each of the covenants, agreements and conditions contained in the such applications have been duly performed or satisfied by the City to the extent that performance or satisfaction is required on or prior to the date of Execution, and the City has no reason to believe that the covenants, agreements, and conditions required to be performed or satisfied after the date hereof will not be performed or satisfied in a timely manner.

R. The Project is not located in a special flood hazard area identified by the Federal Emergency Management Agency (FEMA).

S. The City shall not employ, award a contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.

T. No federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

U. No funds have been paid for influencing or attempting to influence an officer or employee of a Member of Congress in connection with a federal contract, grant, loan and/or cooperative agreement benefiting the City. To the best knowledge of the City, the City has complied with all restrictions, certifications and disclosure requirements contained in the Byrd amendment to the fiscal 1990 appropriations measures for the United States Department of the Interior (P.L. 101-121) and with any guidelines and rules issued by any federal entity in connection therewith, if applicable.

V. Neither the City nor any of its partners, members, managers, officers, directors, or employees, nor, to the best knowledge of the City, any of the City's Contractors or other Parties has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.

W. To the best knowledge of the City, no City or City Parties, nor any of the City's property is or has ever been subject to or a party to or bound by any agreement or other arrangement with any person who has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.

X. The City r will prevent, and has instituted or will institute, (and will update from time to time to correspond to changes in circumstances and changes in applicable laws and regulations) policies and procedures to prevent, any circumstance or event described in subclauses T. and V. above.

Y. The City r and all other applicable City Parties have not engaged and shall not engage in any act or omission that would violate anti-money-laundering laws, including but not limited to 18 USC § 1956; have complied or will comply with requirements for instituting an anti-money laundering compliance program required under 31 USC § 5318(h) and applicable to all "financial institutions" as defined in 31 USC § 5312(a)(2); and have instituted or will institute policies and procedures and use commercially reasonable due diligence to identify and report Suspicious Transactions to relevant U.S. Government officials. "Suspicious Transactions" that may require reporting include, but are not limited to, (i) individual or related transactions in which a third-party provides payment in U.S. or foreign currency in excess of $10,000 that may require reporting under 31 USC § 5331 and 26 USC § 6050I; (ii) any transaction where the City or any City r Party knows, suspects, or has reason to know that the transaction (A) is for an illegal purpose, including but not limited to money laundering; (B) is otherwise an attempt to disguise funds derived from illegal activity or evade reporting requirements under U.S. law; or (C) is suspicious because the transaction appears to serve no business or lawful purpose.

III. NOTICES

1. Communication and details concerning this Agreement shall be directed to the City Grant Administrator at

City of Council Bluffs
Attn: City Clerk
209 Pearl Street
Council Bluffs, Iowa 51503

and directed to the City Developer Representative at

City of Council Bluffs
Attn: Director of Community Development
209 Pearl Street
Council Bluffs, Iowa 51503

2. Public Reporting. The City shall publish quarterly project status reports (scope, schedule, budget-to-actual, contract awards, change orders) on its website and retain them in the grant file.

3. Document Retention & Access. Procurement files, contracts, draw packages, SAM checks, labor compliance records, environmental determinations (24 CFR Part 58), and monitoring reports shall be retained and made available to IEDA, HUD, and auditors per Article V.H and federal requirements.

IV. SPECIAL CONDITIONS

A. Compliance

The City agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this agreement.

B. Governing Law

The City agrees to comply with the requirements of the Housing and Community Development Act of 1974, Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning the CDBG Program, all federal regulations and policies issued pursuant to these regulations, and/or all notices issued in the Federal Register pertaining to these CDBG / CBG-DR funds. The City further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

C. IEDA

The project shall be subject to all the terms and conditions specified in the contract by and between the IEDA and the City for the implementation of the CDBG Single-Family Down Payment Unit Funds, and all governing regulations set by City ordinances and codes.

V. GENERAL CONDITIONS

A. Hold Harmless

The City shall hold harmless, defend and indemnify the State of Iowa and the Iowa Economic Development Authority, and their respective Board members, employees, agents, elected and appointed officials, harmless against all obligations, claims, losses, costs, damages, expenses (including the costs of the investigation), deficiencies, demands, and liabilities of whatsoever nature or kind including, but not limited to, attorney fees, including the reasonable value of time of the Attorney General's office, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgment and, any loss from a judgment directly or indirectly resulting from, arising out of, or related to the subject matter of this agreement.

B. Workers' Compensation

The City shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this agreement. It is understood that the City's contractors shall be responsible for their own coverages.

C. Insurance and Bonding

The City shall carry sufficient insurance coverage to protect real estate and or personal property related to the Project from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees. The City shall comply with the bonding and insurance requirements in Subpart C of OMB Circular A-110. The City shall have IEDA identified as additional insureds on any insurance policy it takes out related to the Project during construction and throughout the affordability period.

D. Grantor Recognition

The City shall insure recognition of the role of the granter agency in providing services through this agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the City will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. Specifically, the City must comply with the grantor recognition requirements as determined by the IEDA.

E. Amendments

IEDA or the City may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this agreement, nor relieve or release IEDA or City from their obligations under this agreement.

IEDA may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other valid reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both the IEDA and the City.

F. Suspension or Termination

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination.

IEDA may suspend or terminate this agreement, in whole or in part, if the City materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein; and IEDA may declare the City ineligible for any further participation in funding applications, in addition to other remedies as provided by law. In the event there is probable cause to believe the City is in noncompliance with any applicable rules or regulations, IEDA may withhold up to fifteen (15) percent of said funds until such time as the City is found to be in compliance by IEDA or is otherwise adjudicated to be in compliance.

G. Retention

The City shall retain all records pertinent to expenditures incurred under this agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this agreement shall be retained for five (5) years after final disposition of such property. Additional information on retention is contained in Article 9 of the original IEDA agreement.

H. Disclosure

The City understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of IEDA's or City 's responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service or, in the case of a minor, that of a responsible parent/guardian.

I. Property Records

The City shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(7) and 570.505.

J. National Objectives

The City agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this agreement meet one or more of the CDBG program's national objectives (as defined in 24 CFR Part 570.208): 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency.

K. Close-Outs

City obligation to IEDA shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

L. Reversion of Assets

Upon the expiration of this agreement, the City shall transfer to IEDA any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds, as well as ensure that any real property acquired or improved with CDBG Funds in excess of

$25,000 meets all requirements specified in 24 CFR 570.503(b)(7).

M. Building Standards

The City shall meet all applicable local codes, ordinances, zoning, and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) at the time of completion and for the duration of the Affordability Period. The City agrees to follow the state building code if no local codes are in place. The City agrees to meet the industry-recognized green building standard as outlined in IEDA's baseline Green Streets Criteria.

N. Audits and Inspections

1. All City records with respect to any matters covered by this agreement shall be made available to the IEDA, the Federal Government, or any of their designees at any time during normal business hours, as often as IEDA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

2. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments.

3. The City hereby agrees to have agency audit(s) conducted in accordance with OMB Circular A-133.

O. Procurement

1. Non-Delegation of Inherently Governmental Responsibilities. The City may procure contractors for administrative support; however, oversight, policy development, monitoring, internal auditing, and financial management remain City responsibilities and shall not be delegated in a manner that relinquishes City accountability, consistent with HUD CDBG-DR guidance.

2. Competitive Procurement Required. All construction and professional service contracts associated with this Project shall be procured via full and open competition in accordance with 2 CFR 200.317–.327 and 24 CFR 85 (as applicable), regardless of the City's status as Developer.

3. Independent Review. Bid evaluations and contract award recommendations shall be performed by City Developer team personnel who are not assigned to the City Grant Administrator function, or by a third-party procured in compliance with 2 CFR 200.

4. No Self-Performance without Competition. The City shall not self-perform construction unless expressly permitted under applicable regulations or IEDA and fully justified in writing.

5. Debarment Verification. Prior to award, the City shall verify all Contractors & Subcontractors are not debarred or suspended (24 CFR Part 5; 24 CFR Part 24).

Evidence of the SAM.gov check shall be retained in the procurement file.

6. The City shall comply with 24 CFR 85 ("Common Rule") and the current City policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

P. Conflict of Interest

1. Annual Disclosures. All City officials and employees involved with this Project shall complete annual conflict-of-interest disclosures and update them upon any change in circumstances.

2. Mandatory Recusal. Any official or employee with an actual or apparent conflict shall be recused from decisions affecting procurement, contract management, payment approvals, or monitoring related to this Project, consistent with 24 CFR 570.611.

3. Cooling-Off Period. Individuals who exercised functions or responsibilities with respect to CDBG activities shall not obtain a financial interest or benefit from a CDBG-assisted activity or contract for one year after their tenure (24 CFR 570.611).

4. The City shall comply with the conflict of interest policy found at 24 CFR 570.611. Specifically, the employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of City who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

VI. ADMINISTRATIVE REQUIREMENTS

A. Applicable Laws

The City certifies and assures that the project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms.

The City certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to:

1. Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 (“Single Audit Act Amendment of 1996”), OMB Circular A-122 (“Cost Principles for Nonprofit Organizations”), OMB Circular

A-87 (“Principles for Determining Cost Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments”).

2. Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws,

3. Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7, and Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

4. Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 170lu); and regulations which implement these laws.

5. Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.

6. Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.), including the identification and evaluation of lead-based paint hazards and implementation of lead-based paint hazard control measures. To the extent that lead-based paint is located in any existing building at the project, the Developer shall provide the City with a plan for handling such lead-based paint in a safe manner and in accordance with the foregoing regulations and comply with the plan during any construction at the project.

7. Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5) under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws. The Davis Bacon Act and the Contract Work Hours and Safety Standards Act only apply to residential projects if the project is for 8 or more units.

8. National Environmental Policy Act of 1969 and implementing regulations.

9. National Historic Preservation Act of 1966, as amended (16 USC 70) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the PROJECT.

10. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 – 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

11. Iowa CDBG Program Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, Chapter 23, to the extent applicable to the Program and not in conflict with the Program rules.

12. Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa Housing Fund Management Guide.

13. Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

14. Fair Labor Standards Act and implementing regulations

15. Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.

16. Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended and as modified by the waivers and / or alternative requirements published in the Federal Register on September 11, 2008.

17. Subsection 104(I) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

18. Drug-Free Workplace Act.

19. All Federal law and regulations described in 24 CFR subpart K.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Reporting and Monitoring: Hiring Practices during Construction

1. The City Developer team and their contractors must comply with the Equal

Employment Opportunity, Executive Order 11246, as amended (41 CFR Part 60) prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex familial status or national origin and Section 3 of the Housing and Urban Development Act of 1968 as amended (12 USC 1711u) that requires to the greatest extent feasible, opportunities for training and employment arising from the funding provided to be offered low-income persons residing in the program service area. Also to the greatest extent feasible, contracts for work to be performed will be awarded to Certified Section 3 business concerns.

2. The City agrees to comply with the Section 3 requirements as applicable. Section 3 requirements provide that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the areas of the project. The City or their Contractors will be required to provide information related to labor hours worked on the project, and the income certification of labors in order to establish a percentage of Section 3 labor hours worked on the project.

3. Additionally, the City may need to report on marketing to Section 3 certified business concerns and residents. The City agrees that they will use their best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this context, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 USC 632) and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The City may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation. The City or their Contractor will be required to complete forms on Minority and Women Contractors and Section 3 hiring during the construction period on forms provided by IEDA before IEDA releases final payments. IEDA will review these reports in conjunction with the Minority and Women Owned Business Plan submitted by the City.

4. Federal Davis-Bacon wage requirements are applicable to this Agreement if the number of units in the Project is 8 or more and/or the installation of Public Infrastructure is incorporated into this Project. The City agrees to comply with 24 CFR Section 570.603 and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276(a) to (1-7) as it applies to any construction work financed in whole or in part with CDBG funds. All contracts and subcontracts for construction shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The City shall maintain documentation and records which demonstrate compliance with wage and hour requirements, including contract provisions and payroll records.

5. The City also agrees to comply with the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5 if the Project is 8 units or more.

6. The Developer agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented by the Department of Labor regulations contained in 24 CFR Part 3.

7. Contractor and Subcontractor Review. The City shall obtain information on each contractor and subcontractor to prior to start of construction to determine if any contractor has been debarred or disqualified by HUD (24 CFR Part 5 and 24 CFR Part 24). The City shall not enter into a contract with any person, agency, or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689. In the event that the City has entered into a contract or subcontract with a debarred or suspended party, no CDBG Funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor.

B. Civil Rights

1. Nondiscrimination

The City will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The City will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City agrees to post or otherwise make available equal opportunity and nondiscrimination information for employees and applicants for employment.

2. Section 504

The City agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. IEDA shall provide the City with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

The City shall ensure, to the maximum extent feasible that five percent (5%) of the total dwelling units, or two (2) units, shall be readily accessible to and usable by individuals with mobility impairments. An additional two percent (2%), or one (1) unit, shall be accessible for persons with sensory impairments. The total number of units in this assisted project, regardless of whether they are all CDBG assisted, is used as the basis for determining the minimum number of accessible units.

C. Affirmative Action

1. Approved Plan The City agrees that it shall comply with the City's Affirmative Action Program, in keeping with the principles as provided in Executive Order 11246.

2. WBE/MBE The City will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women.

3. Access to Records The City shall furnish and cause each of its Contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, IEDA, HUD and/or their agents, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an equal opportunity or affirmative action employer.

5. Subcontract Provisions The City will include the Civil Rights and Affirmative Action provisions of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Developer or vendor.

D. Conduct

1. Assignability The City shall not assign or transfer any interest in this agreement without the prior written consent of IEDA thereto; provided, however, that claims for money due or to become due to the City from IEDA under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to IEDA.

2. Subcontracts

(i) Approvals The City shall not enter into any contracts / subcontracts with any agency or individual in the performance of this agreement without the written consent of IEDA prior to the execution of such agreement.

(ii) Monitoring The City will monitor all contracted / subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(iii) Content The City shall cause all of the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

(iv) Selection Process The City shall undertake to ensure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to IEDA along with documentation concerning the selection process.

3. Copyright If this Agreement results in any copyrightable material, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

4. Religious Organization The City agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with regulations specified in 24 CFR 570.200(j).

E. Eligibility Restrictions for Certain Resident Aliens (570.613)

1. Restriction The City agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR Part 5 Subpart E are not eligible to apply for benefits under covered activities funded by CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Section 570.208(a) that either:

(i) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(ii) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance Compliance can be accomplished by the City obtaining certification as provided in 24 CFR Part 5 Subpart E, Section 5.508 evidencing citizenship or Section 5.510 eligible immigration status.

VIII. Final Disbursement

A. After completion of the improvements, the City will furnish IEDA a Disposition of Funds

Statement, showing in detail how the CDBG Funds have been disbursed. IEDA shall then provide a statement on the amount of retainage being held until IEDA approves the beginning date of affordability. By executing such statement, the City agrees that the improvements have been completed in accordance with the construction contract, except for any warranty items (which the City is responsible to have the warrantor correct). By such execution, the City further agrees to assess no claim against IEDA, or any defense against collection of the CBG Funds, with respect to any defect or inadequacy in the construction, whether or not the City is aware of such defect or inadequacy.

The following documents shall be provided upon construction completion:

1. A certificate of occupancy;

2. A certificate from the City stating the total construction cost;

3. A certificate from a third-party professional (architect or engineering firm) stating that the project has been completed in accordance with the plans and specifications, in a good and workmanlike manner and in accordance with all laws, ordinances, rules and regulations or all governmental authorities having or purporting to have jurisdiction over the project.

   This certification shall also include compliance with:

   a) the Architectural Barriers Act of 1968 (42 USC 4151-4157);
   b) the Uniform Federal Accessibility Standards, as set forth in 24 CFR Section 570.614;
   c) the Americans with Disabilities Act of 1990;
   d) the Lead Based Paint Poisoning Prevention Act (42 USC 4831(b) and
   e) the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 CFR Part 35; and Section 504 of the Rehabilitation Act of 1973;

4. Evidence that the project has been completed lien-free (which evidence shall include without limitation, final lien waivers from the general contractor and all major subcontractors and expiration of the lien periods provided by applicable State law) in form and substance reasonably satisfactory to IEDA.

VIII. Miscellaneous

A. Rules of Construction

1. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

2. Words importing the singular number include the plural number and words importing the plural number include the singular number;

3. Words of the masculine gender include correlative words of the feminine and neuter genders, and vice-versa;

4. The table of contents and the headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement, nor affect its meaning, construction, or effect;

5. Words importing persons include any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, or government or agency or political subdivision thereof;

6. Any reference in this Agreement to a particular "Article," "Section," or other subdivision shall be to such Article, Section, or subdivision of this Agreement unless the context shall otherwise require;

7. Each reference in this Agreement to an agreement or contract shall include all amendments, modifications, and supplements to such agreement or contract unless the context shall otherwise require; and

8. When any reference is made in this document or any of the schedules or exhibits attached hereto to the Agreement, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.

B. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

C. No waiver by IEDA of any Event of Default hereunder shall operate as a waiver of any other Event of Default or of the same Event of Default on any future occasion. No delay on the part of IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the City shall preclude future exercise thereof or the exercise of any other right or remedy.

D. No provision of this Agreement shall be construed in any manner so as to create any rights in Persons or Entities that are not a party to this Agreement, except where specific rights in the IEDA are created herein.

E. This Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall only be commenced in the Iowa District Court for Polk County or in the United States District for the Southern District of Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity in state or federal court, which may be available to the City or the State. By signing this Agreement, the City waives the right to jury trial in the event of any legal proceedings.

F. The City shall pay upon demand any and all reasonable fees and expenses of IEDA, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of IEDA under this Agreement.

G. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Agreement, which has attached to it separate signature pages which together contain the signatures of all the parties hereto or is executed by an attorney in fact on behalf of some or all of the parties, shall for all purposes be deemed a fully executed instrument.

H. All representations, warranties, and indemnifications contained herein shall survive the termination of this Agreement.

I. Separability of Provisions; Rights and Remedies; Arbitration; Consistency with Program Requirements

1. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

2. Unless otherwise specifically provided herein, the rights and remedies of any of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the parties confirms that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threat of breach of any provision hereof, it being the intention by this paragraph to make clear that under this Agreement the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.

3. The provisions of this Agreement are intended to implement CDBG program rules in accordance with Program Requirements and shall be interpreted consistently therewith. In the event of any conflict between the provisions of this Agreement and the Program Requirements, the Program Requirements shall govern and, to the extent necessary, the inconsistent provisions of this Agreement shall be without effect.

J. This Agreement contains the entire understanding between the City and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained therein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Agreement.

K. **Time is of the essence** in the performance of this Agreement. The City acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the Project will result in substantial damages to the Owner, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs

The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty.

The Recipient shall include in all contracts and subcontract language that include the provision for contractors to be liable for Liquidated Damages for project delays or labor laws. Recipient shall define a specified period of performance and the defined fiscal penalty of the contracted Work exceeding the established period of performance or for a violation of labor laws.

IN WITNESS WHEREOF, the Parties have Affirmed responsibilities inherent with assuming the role of Developer for the CDBG-DR Funded project:

City Elected Official:

By: _____
City of Council Bluffs
Mayor Matt Walsh

City Department / Representative acting as Grant Administrator for Project:

By: _____
City Grant Administrator Representative:
Courtney Harter, Community Development Director

City Department / Representative acting as Developer for Project:

By: _____
City Grant Administrator Representative:
Courtney Harter, Community Development Director

Exhibits:
Exhibit A – Project Scope and Schedule Outline (application, grant agreement excerpts)
Exhibit B – Mortgage
Exhibit C - Promissory Note
Exhibit D – Assignment of Leases and Rents
Exhibit E – Agreement for Covenants and Restrictions
Exhibit F – Administrative Plan for Project Team

RESOLUTION NO. 25-212

RESOLUTION AUTHORIZING THE MAYOR EXECUTE A CONTRACT ADDENDUM WITHH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY'S COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM (CDBG-DR) FOR THE EAST MANAWA PHASE I HOUSING PROJECT (19-DHR-020) IN THE AMOUNT OF $6,873,501.

WHEREAS, On February 13, 2025, the City executed an agreement with the Iowa Economic Development Authority (IEDA) for funding from the Community Development Block Grant Disaster Recovery (CDBG-DR) program; and

WHEREAS, The City was awarded $6,873,501 to facilitate the construction of a new road, new house construction offset, and down payment assistance for 40 new owner-occupied housing units; and

WHEREAS, IEDA is requesting an addendum to the original contract to outline additional requirements relating to the CDBG-DR program and required federal provisions; and

WHEREAS, The addendum execution is in the best interest of the City.

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

That the Mayor is hereby authorized to execute a contract addendum with the Iowa Economic Development Authority's Community Development Block Grant Disaster Recovery Program (CDBG-DR) for the East Manawa Phase I Housing Development Project (19-DRH-020) in the amount of $6,873,501.

ADOPTED
AND
APPROVED: December 15, 2025

_____
Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

Department: Parks and Recreation

Case/Project No.: R26-08

Subject/Title

Resolution 25-313
Resolution Authorizing the Mayor and City Clerk to Execute an Addendum to a Federal Aid Agreement with Iowa Department of Transportation for Iowa's Transportation Alternatives Program Project 19-TAP-110 in the amount of $1,830,000 for the City-County Connector Trail, Project R26-08.

Background/Discussion

The City-County Connector Trail is listed in the Metropolitan Area Transportation Agency (MAPA) current Transportation Improvement Program and approved in the current Statewide Transportation Improvement Program.

The Council previously authorized the initial federal aid agreement with Iowa Department of Transportation for Iowa’s Transportation Alternatives Program Project 19-TAP-110 in the amount of $461,000 in 2019. Throughout the design development for the project over the course of the last seven years, the estimated construction costs have increased significantly. MAPA has approved increases in federal aid as estimated construction costs have increased throughout the last seven years, however, these increases have not been formalized with Iowa Department of Transportation by virtue of a resolution since the initial agreement in 2019.

The City County Connector Trail project is now estimated to cost $2,252,840, and has been approved to receive federal funds administered through the Iowa Department of Transportation in the amount of $1,830,000. The federal funds require a twenty percent match by the City in the amount of approximately $451,000. The City Council previously approved $512,500 as its match within previous CIP requests.

If authorization to execute this addendum is approved, it is expected that the City-County Connector Trail project will go to a bid letting this spring through the Iowa Department of Transportation.

Staff Recommendation

Approval of resolution Authorizing the Mayor and City Clerk to Execute an Addendum to a Federal Aid Agreement with Iowa Department of Transportation for Iowa's Transportation Alternatives Program Project 19-TAP-110 in the amount of $1,830,000 for the City-County Connector Trail, Project R26-08.

Attachments

25-313.doc

Prepared by: Zach Smith
Approved by: Zach Smith

6.K

RESOLUTION 25-313

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ADDENDUM TO A FEDERAL AID AGREEMENT WITH IOWA DEPARTMENT OF TRANSPORTATION FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM PROJECT 19-TAP-110 IN THE AMOUNT OF $1,830,000.000 FOR THE CITY-COUNTY CONNECTOR TRAIL, PROJECT R26-08.

WHEREAS, the City-County Connector Trail is listed in the Metropolitan Area Transportation Agency (MAPA) current Transportation Improvement Program and approved in the current Statewide Transportation Improvement Program; and

WHEREAS, the Council previously authorized the initial federal aid agreement with Iowa Department of Transportation for Iowa's Transportation Alternatives Program Project 19-TAP-110 in the amount of $461,000 in 2019; and

WHEREAS, the City-County Connector Trail project is now estimated to cost $2,252,840, and has been approved to receive federal funds administered through the Iowa Department of Transportation in the amount of $1,830,000; and

WHEREAS, the City is required to provide a twenty percent match in the amount of approximately $451,000, with $512,500 having been previously approved in the CIP; and

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 addendum to a Federal-Aid Agreement with Iowa department of transportation for a Iowa's Transportation Alternatives Program Project 19-tap-110 in the amount of $1,830,000.000 for the City-County Connector Trail, Project R26-08.

ADOPTED
AND
APPROVED December 15, 2025

_____
Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush, City Clerk

Council Communication

Department: Legal

Case/Project No.:

Subject/Title

Resolution 25-314
Resolution of Intent to enter into a Brush Removal License and Agreement for the Western Historic Trails and Land with the Henry Doorly Zoo and Aquarium.

Background/Discussion

The City-owned property, the Western Historic Trails, has a number of trees and other plants that the animals at the Henry Doorly Zoo & Aquarium (herein “the Zoo”) can eat or use for enrichment activities for the animals. Having the Zoo clear this browse for the City is a benefit to the City, who doesn’t need to do that clearing work, and a benefit to the Zoo.

The proposed Brush Removal License and Agreement for Western Historic Trails Land (herein “the License Agreement”) permits the City and the public to continue using the land without restriction, can be terminated on 60 days’ notice for the City’s convenience or for any reason, and is a non-exclusive and is non-assignable license to the Zoo. Thus, the City maintains the right to use the land as it wishes and for other purposes. For the Zoo, it permits them to access and collect browse at no additional cost.

Staff Recommendation

Approval

Attachments

251208 FINAL Zoo Browse License and Agreement with Attached Exhibits A and B.pdf
25-314.docx

Prepared by:
Approved by:

6.L

BRUSH REMOVAL LICENSE AND AGREEMENT FOR WESTERN HISTORIC TRAILS LAND

THIS LICENSE AND AGREEMENT is made and entered this _____ day of _____, 2025, between the City of Council Bluffs, Iowa, located at 209 Pearl Street, Council Bluffs, Iowa 51503, hereinafter referred to as "City," and the Omaha Zoological Society d/b/a Omaha's Henry Doorly Zoo & Aquarium, located at 3701 S. 10th Street, Omaha, Nebraska 68107, hereinafter referred to as "Licensee."

WHEREAS, the City is the owner of a parcel of land, which is part of the Council Bluffs Western Historic Trails Area, said parcel being in Pottawattamie County, Iowa, and being more particularly described in the attached "Exhibit A" and referred to herein as "the Property"; and

WHEREAS, Licensee wishes to access and use the Property for the purpose of collecting and removing browse materials of trees, shrubs, branches, twigs, leaves and brush for use in the care, feeding and enrichment activities of animals housed by the Licensee; and

WHEREAS, except for any area in the Property within 20 feet of the bike trail identified on the attached "Exhibit B," the City agrees to allow Licensee to use the Property for the purpose of collecting and removing browse (as outlined above), subject to the terms and conditions set forth in this License and Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, the City and the Licensee agree as follows:

1. GRANT OF LICENSE: Except for any area within 20 feet of the bike trail shown on Exhibit B, the City hereby grants a license to the Licensee to use the Property for the purpose of collecting and removing browse materials of trees, shrubs, branches, twigs,

leaves and brush for use in the care, feeding and enrichment activities of animals housed by the Licensee. Licensee shall be permitted to cut trees, brush and woody vegetation and shall remove it off site. Licensee has permission to enter the property through the gates and use existing access roads. The following restrictions on use shall apply:

a. Licensee shall apply Tordon or a similar herbicide to any stumps left when harvesting browse, as necessary to prevent regrowth of trees; however; broadcast spraying of any herbicide is not permitted;
b. Licensee shall comply with all applicable federal, state and local laws and regulations and the product instructions in the application of any herbicides;
c. The Licensee shall not drive on any non-paved area of the Property for at least 3 days after a substantial (1" or more) rainfall;
d. Trees with excessive dead material should be avoided unless chipping is scheduled within a week;
e. Non-useable dead wood debris should not be piled and should instead be spread out near the tree it was cut from to prevent fuel stockpiling; and
f. The Licensee shall coordinate with the Council Bluffs Parks Department to arrange for the chipping crew to come out to the Property once enough dead wood (slash) has accumulated.

2. CONSIDERATION AND LIABILITY: Licensee, in consideration of the granting of this License and Agreement, agrees that:

a. The Licensee will comply with all applicable city, county, state, and federal laws and regulations relating to the Licensee's use of the Property;
b. The Licensee shall exercise the highest degree of care in the conduct of the activities permitted pursuant to this License, so as to avoid the risk of personal injury or property damage;
c. The Licensee understands that the licensed activities may involve sustained and strenuous physical activity and the use of machinery, such as chainsaws, and

that medical care may not be readily available to a person injured during said activities on the Property;

d. The Licensee hereby assumes all liability and responsibility for any injury to persons or damages to property which occur in connection with the Licensee's, and any accompanying person's, agent's, or employee's, use of the Property pursuant to this License;

e. The Licensee, for itself and its successors, assigns, agents, and employees, hereby agrees to release, indemnify, and hold harmless the City, and the City's agents, employees, departments, and licensees from:

   i. Any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands (including attorney's fees and costs), caused by the Licensee, relating to this License;

   ii. Any and all liability and expense of whatever nature, for, on account of, or due to the acts or omissions of the Licensee's officers, members, agents, representatives, contractors, employees, licensees, or assigns arising out of or in connection with its use of the Property under this License; and

   iii. Any liability for any injuries (up to and including death), property damage, and other losses arising out of or in connection with the Licensee's activities, conduct, or access under this License.

3. The indemnification provisions of paragraph 2 shall survive the termination of this license agreement.

4. Nothing in this License, or the indemnification provisions, shall be viewed as a waiver of any immunity or defenses the City may have under the Municipal Tort Claims Act or Iowa Code Chapter 670.

5. INSURANCE. The Licensee agrees to maintain liability insurance to cover the rights granted to the Licensee on the Property, with coverage limits sufficient to satisfy the

indemnification obligations set forth in paragraph 2 above, and to provide proof of the same to the City at the outset of this License and upon request in the future.

6. NON-EXCLUSIVE USE: The Licensee understands and agrees that this License is non-exclusive and the City retains the right to use the property for any and all lawful purposes, including development of some or all of the Property at the sole discretion of the City, and the Licensee shall not interfere with City's use of the property or the use of the property by the public. The Licensee agrees that activities of the City and the City's agents, licensees, or employees shall take precedence over the right of the Licensee to exercise the rights granted in this License. The Licensee shall comply with any reasonable restrictions specified by the City in order to accommodate such activities.

7. ASSIGNMENT: The Licensee shall not assign or transfer this License.

8. TERM. The City and Licensee agree that the term of this license shall be from the date written above until December 31, 2026. The City and Licensee agree that the renewal term of this license is for 1 year, commencing on January 1st and ending on December 31st, and unless notice is received to the contrary, this License shall annually renew automatically.

9. TERMINATION. The City may terminate this License with respect to all or a part of the Property at any time, for any reason, by providing a written notice to the Licensee at the address listed above at least 60 days prior to the termination date. The Licensee may terminate this License by providing 60 days' written notice to the City. If any keys or other access materials have been provided to the Licensee, the Licensee shall return the same to the Director of the Council Bluffs Parks Department within 30 days of the termination of this agreement. Upon termination of this License, any and all improvements on the Property shall become the property of the City. The Licensee shall have no claim against the City for the value or cost of any improvement.

10. CHOICE OF LAW AND VENUE: This License is being executed in and is intended to be performed in the State of Iowa and the laws and regulations of Iowa shall govern in all respects. Should a dispute or legal action result from this License, the parties agree that the appropriate venue for the dispute is in Pottawattamie County, Iowa, where the City is located.

11. WAIVER: Should one or more covenants or conditions be waived by the City, said waiver shall not constitute a waiver of any other covenant or condition or any subsequent or similar action.

12. SEVERABILITY: Should one or more provisions of this agreement be found to be invalid or unenforceable, the remaining valid and enforceable provisions of this agreement shall remain in full force and effect.

13. ENTIRE AGREEMENT: This License includes the entire agreement of the parties and this License may only be amended by a written agreement, executed by both parties.

The parties have executed this instrument on the date first listed above. This License shall be effective once it is executed by both parties.

IN WITNESS HEREOF, as an authorized representative of Licensee, I affix my signature below.

HENRY DOORLY ZOO & AQUARIUM

By: _____

JEREMY EDDIE, Chief Financial and Administrative Officer, for the Omaha Zoological Society d/b/a Omaha's Henry Doorly Zoo & Aquarium (Licensee)

IN WITNESS WHEREOF, the City of Council Bluffs, Iowa, has caused this License to be signed by its Mayor.

CITY OF COUNCIL BLUFFS, IOWA

By: _____

MATTHEW WALSH, Mayor of the City of Council Bluffs


Grand Army of the Republic Hwy
80
29
6
S 24th St
Area in Question
Council Bluffs
Lainey City Park
Texas Roadhouse
Petco
JCPenney
S 21st St
Richard Downing Ave
34th Ave
35th Ave
D & B Tax Services
401

Exhibit A


Exhibit B
Bike Trail
80
29
S 24TH ST
RICHARD DOWNING AVE
RICHARD DOWNING AVE
35TH AVE
402

RESOLUTION NO. 25-314

A RESOLUTION OF INTENT TO ENTER INTO A BRUSH REMOVAL LICENSE AND AGREEMENT FOR THE WESTERN HISTORIC TRAILS LAND WITH THE HENRY DOORLY ZOO & AQUARIUM.

WHEREAS, the City is the owner of a parcel of land, which is part of the Council Bluffs Western Historic Trails Area, which has trees, shrubs, branches and brush on it; and

WHEREAS, the Henry Doorly Zoo & Aquarium (herein "the Zoo") wishes to access and use the Property for the purpose of collecting and removing browse materials of trees, shrubs, branches, twigs, leaves and brush for use in the care, feeding and enrichment activities of animals housed at the Zoo; and

WHEREAS, the Zoo collecting brush and browse from the area, and treating any stumps with Tordon or a similar herbicide, is a benefit to the City; and

WHEREAS, the proposed Brush Removal License and Agreement for Western Historic Trails Land (herein "the License Agreement") permits the City and the public to continue using the land without restriction, can be terminated on 60 days' notice for the City's convenience or for any reason, and is a non-exclusive and is not assignable license; and

WHEREAS, the proposed License Agreement, including attachments, is attached hereto as "Exhibit A"; and

WHEREAS, it is in the best interest of the City of Council Bluffs to enter into this License Agreement with the Zoo as it benefits both parties.

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 proposed License Agreement with the Zoo.

BE IT FURTHER RESOLVED

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

Exhibit A: Brush Removal License and Agreement for Western Historic Trails Land, including the attached Exhibits A and B which are incorporated into the same by reference.

ADOPTED
AND
APPROVED: December 15, 2025.

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-315
Resolution authorizing the mayor to execute an agreement with R. Perry Construction for the construction of 40 new affordable housing units located in the East Manawa Phase I Housing Project.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment 2: R. Perry Agreement
25-315.docx

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

6.M

6.M

Council Communication

Department: Community Development	Resolution No.: 25 -	Public Hearing: 12-15-2025

Subject/Title

Resolution authorizing the Mayor to execute an agreement with the R. Perry Construction for the construction of 40 new affordable housing units located in the East Manawa Subdivision.

Background/ Discussion

In October, the City selected R. Perry Construction as the preferred builder for the East Manawa Phase I Housing Project as part of the Community Development Block Grant Disaster Recovery (CDBG-DR) funds awarded by the Iowa Economic Development Authority (IEDA). R. Perry will construct 40 new attached single-family housing units that will be sold to households at or below 80% of the median family income.

The agreement between the City and R. Perry outlines the required conditions of the program with a not to exceed amount of $5,203,090. This includes up to $125,000 construction offset and $5,077.25 for the storm shelter per unit. The City will deed all 40 lots to R. Perry and secure a second mortgage on each lot until construction is complete and the unit is sold. R. Perry commits to utilizing the City's house plan and only sell each home for $175,000. Additionally, they will be required to follow all IEDA program standards and CDBG-DR regulations including Davis-Bacon Prevailing Wages.

Recommendation

The Community Development Department recommends authorizing the Mayor to execute an agreement with the R. Perry Construction for the construction of 40 new affordable housing units located in the East Manawa Subdivision.

Attachments

1. Resolution
2. R. Perry Agreement

Submitted by: Courtney Harter, Community Development Director

CITY OF COUNCIL BLUFFS, IOWA

AGREEMENT

THIS AGREEMENT made on or as of the 15th day of December 2025 by and between the City of Council Bluffs, Iowa (hereinafter referred to as "City") and R. Perry Construction (hereinafter referred to as "Contractor").

WHEREAS, the City applied for a grant from the State of Iowa's 2019 Single Family Housing Production and Down Payment Assistance Program as was awarded $6,873,501 to assist in the creation of forty (40) new affordable housing units; and

WHEREAS, as part of the application, the City requested proposals from Contractors interested in partnering with the City to construct an affordable single-family development on said Property (hereinafter referred to as the "Project") that requires further subdivision; and

WHEREAS, the Contractor was selected through a Request for Proposals process and approved by City Council under Resolution 25-225 and has entered into a contract for the purchase of real estate located in the City of Council Bluffs, which is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, improvements to the area generally described as the new southerly connection from Mohawk Street to East Manawa Drive, City of Council Bluffs, Pottawattamie County, Iowa (hereinafter referred to as the "Public Improvements") are necessary to support the construction of additional affordable housing on the Property; and

WHEREAS, the parties desire to establish between themselves their various rights, obligations, duties and responsibilities.

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

Article I – Agreement

1. The contract amount shall not exceed $5,203,090. This includes the following breakdown:
    a. $125,000 per unit for construction offset. Total line item not to exceed $5,000,000.00 (40 units).
    b. $5,077.25 per unit for a storm shelter. Total line item not to exceed $203,090.00 (40 units).

2. The Contractor shall acquire all 40 lots on or before December 31, 2025. The City shall secure lots with a second mortgage.

3. The City will complete plans and specifications for the infrastructure improvements on the Property.

4. The City will complete infrastructure improvements as outlined in Exhibit "B." The City will monitor improvements and ensure all work is completed per plans and specifications.

5. The City will replat the Property into 40 buildable lots to accommodate the Project consistent with the Municipal Subdivision Code. Covenants and restrictions (including Minimum Building Standards) will be filed with the final plat for East Manawa Subdivision.

6. The City shall deed the Property to the Contractor for one dollar ($1.00).

7. Contractor shall cause the construction of a minimum of forty (40) single-family residential structures on the Property on or before January 30, 2027. Minimum plan specification requirements are outlined in the covenants. All lots are sold in an as is condition. Contractors are responsible for completing their own due diligence on these properties. Although the building pad locations have been over excavated and compacted, the Contractor should understand this is a redevelopment site and be prepared for possibly discovering miscellaneous construction debris, rubble, rocks, natural vegetation (i.e. roots, etc.). The City offers no warranties or guarantees of lot condition. It is incumbent upon the Contractor to satisfy themselves as to the acceptability of the property. The City gives the Contractor permission to access the engineer (HGM) on the project for help in obtaining any environmental reports, eg, perc. tests, soil tests, compression tests, etc. Should any additional services be provided to the Contractor, they would be at the Contractors cost.

8. One-hundred percent (100%) of the units shall be constructed and sold to low and moderate-income buyers as defined by the U.S. Department of Housing and Urban Development. Applications will be made to the City of Council Bluffs Down Payment Assistance Program for income qualification and approval. All structures shall be completed and ready by the Contractor for occupancy by January 31, 2027. The final sales price of each structure sold to low and moderate-income households shall be established by the State of Iowa 2019 Single Family Housing Production and Down Payment Assistance Program. The sales price of said structures shall be $175,000.

9. All units constructed shall be sold by the Contractor to private persons for City occupancy only. No units shall be maintained for rental, cooperatives or condominiums.

Article II – Other Conditions

1. The City shall be responsible for the installation of necessary private infrastructure, communication and energy utilities. This includes water main taps, sanitary sewer line, electrical, natural gas and telecommunications. All new utilities shall be placed underground.

2. Contractor will develop the Project consistent with the City's ordinances governing residential construction, subdivision, and zoning. At Contractor's expense, sidewalks shall be installed concurrent with the construction of individual residential structures.

3. Contractor intends to construct structures on all lots and agrees that no lot within the Project will be sold outside to another Contractor.

4. The City will provide assistance to the Contractor in meeting all requirements of the Iowa Department of Economic Development Community Development Block Grant Disaster Recovery (CDBG-DR) grant awarded to the Project.

5. The Contractor agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning the CDBG Program and all federal regulations and policies issued pursuant to these regulations attached hereto as Exhibit "D". The Contractor further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

6. Contractor shall provide to the City documentation that they are not suspended or debarred by the U.S. Department of Housing and Urban Development or by the City of Council Bluffs. The Contractor must also agree to only utilize subcontractors who are not suspended or debarred.

Article III – General Provisions

1. This Agreement shall be interpreted according to the laws of the State of Iowa.

2. Any notice, demand, or communication under this Agreement by either party to the other shall be sufficiently given if it is dispatched by regular mail, postage prepaid, or delivered personally as follows:

IN THE CASE OF THE CONTRACTOR, TO:	IN THE CASE OF THE CITY, TO:
_____ _____ _____ _____ _____	Courtney Harter, Comm Development Director City of Council Bluffs 209 Pearl Street Council Bluffs, Iowa 51503 712-890-5350

3. Performance Monitoring – The City will monitor the performance of the Contractor against the goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, suspension or termination procedures will be initiated. The Contractor shall permit the City to examine and inspect the construction work.

4. Independent Contractor – Nothing contained in this agreement is intended to, or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers Compensation Insurance as the Contractor.

5. Hold Harmless – The Contractor shall hold harmless, defend and indemnify the City, its officers, employees and agents from any and all liability, loss, cost, damage, expense, claims, actions, suits, charges and judgments (including reasonable attorney's fees and court costs) whatsoever that arise out of the Contractor's performance or nonperformance of the services, or resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the Contractor, his/her employees, or agents specific to the performance of this agreement.

6. Workers' Compensation – The Contractor and its contractors shall provide Workers Compensation Insurance coverage for all employees involved in the performance of this agreement.

7. Insurance and Bonding – The Contractor shall comply with the bonding and insurance requirements of the City's Building Department.

8. Grantor Recognition – If undertaken, the Contractor shall provide appropriate recognition of the role of the City in providing services through this contract at ground breaking ceremonies or media releases.

9. Amendments – The City or Contractor may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this agreement, nor relieve or release the City or Contractor from its obligations under this agreement. The City may, at its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement,

such modifications will be incorporated only by written amendment signed by both the City and Contractor.

10. Suspension or Termination – The City may suspend or terminate this agreement, in whole or in part, if the Contractor materially fails to comply with any term of this agreement (Event of Default), or with any of the rules, regulations or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is in noncompliance with any applicable rules or regulations, the City may withhold funds until such time as the Contractor is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

    Whenever any Event of Default of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Contractor and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Contractor does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

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

    b. The City may terminate this Agreement;

    c. The City may withhold the Certificate of Completion;

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

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

    f. The City shall have no obligation to make payment to the Contractor subsequent to an Event of Default and shall be entitled to recover from the Contractor. The City may take any action, including any legal action it deems necessary, to recover such amount from Contractor. The City may demand such payment at any time following its determination that Contractor is in default under this Agreement.

11. Liquidated Damages – Time is of the essence in the performance of this Contract. The Contractor acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the Project will result in substantial damages to the City, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs.

    The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty. Therefore, if the Contractor fails to complete the work required under this Agreement by the Completion Date specified in the contract or any extension thereof approved in writing by the City, liquidated damages shall be assessed at a rate of five-hundred dollars ($500.00) for each calendar day beyond the Completion Date that the work remains incomplete.

These liquidated damages shall be deducted from any payments due or to become due to the Contractor, or, if such payments are insufficient, shall be immediately due and payable by the Contractor to the City upon demand. Nothing in this provision shall be construed to limit any other rights or remedies available to the City under this Agreement, at law, or in equity.

12. Or Equal Clause – Requests for substitution of materials or equipment must be submitted in writing and include complete documentation showing equivalency, including specifications, product literature, certifications, and test results. Substitutions must be submitted to Architect/Engineer of record no later than ten (10) days after contract award or within a reasonable time before needed for installation. Approval is at the sole discretion of the Owner or Architect/Engineer, and approved substitutes shall be incorporated at no additional cost or delay to the project.

13. Assignability – The Contractor shall not assign or transfer any interest in this agreement without prior written consent of the City. Any assignment made without such consent shall be void. This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

14. Code of Conduct – No officer, employee, or agent of the City shall participate in the selection, award, or administration of a contract supported by federal or state grant or loan funds, if a conflict of interest, real or apparent, would be involved. Unless a more restrictive provision of federal or state law should apply, such conflict would arise when: 1) the employee, officer, or agent; 2) any members of his/her immediate family; 3) his/her partner; or 4) an organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award. Additionally, neither the City's officers, employees, nor agents solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors beyond that allowed by applicable federal and state laws.

15. Both the City and Contractor agree to the budget introduced and approved by the State of Iowa during the application process (see Exhibit "G"). Should this budget need to be revised after the final bid process, both parties agree to use the most recent budget version, as long as it, too, is approved by the State of Iowa, and both the City and Contractor. Should a revised budget be necessary, an amendment to ARTICLE 3; NUMBER 13 will be tendered at that time. Both parties agree that the budget may change, but not increase. Any increase in the budget will be the sole responsibility of the Contractor, at its own cost.

[Signature pages to follow]

IN WITNESSES WHEREOF, the City and Contractor has caused this Agreement to be duly executed as of the date and year first above written.

"City"
City of Council Bluffs

By: _____
Matthew J. Walsh, Mayor

STATE OF IOWA)
COUNTY OF) SS
POTTAWATTAMIE COUNTY)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public duly commissioned and qualified in an for the above county and state, personally appeared Matthew J. Walsh, Mayor, known to me to be the identical person whose name is affixed to the foregoing instrument as such officer and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

_____
NOTARY PUBLIC

"Contractor"

Signature: _____

Name and Title: _____

STATE OF IOWA)
COUNTY OF) SS
POTTAWATTAMIE COUNTY)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public duly commissioned and qualified in an for the above county and state, personally appeared Jarrod McIntyre, known to me to be the identical person whose name is affixed to the foregoing instrument as such officer and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

_____
NOTARY PUBLIC

Exhibit A
Property



Exhibit B
Property Map

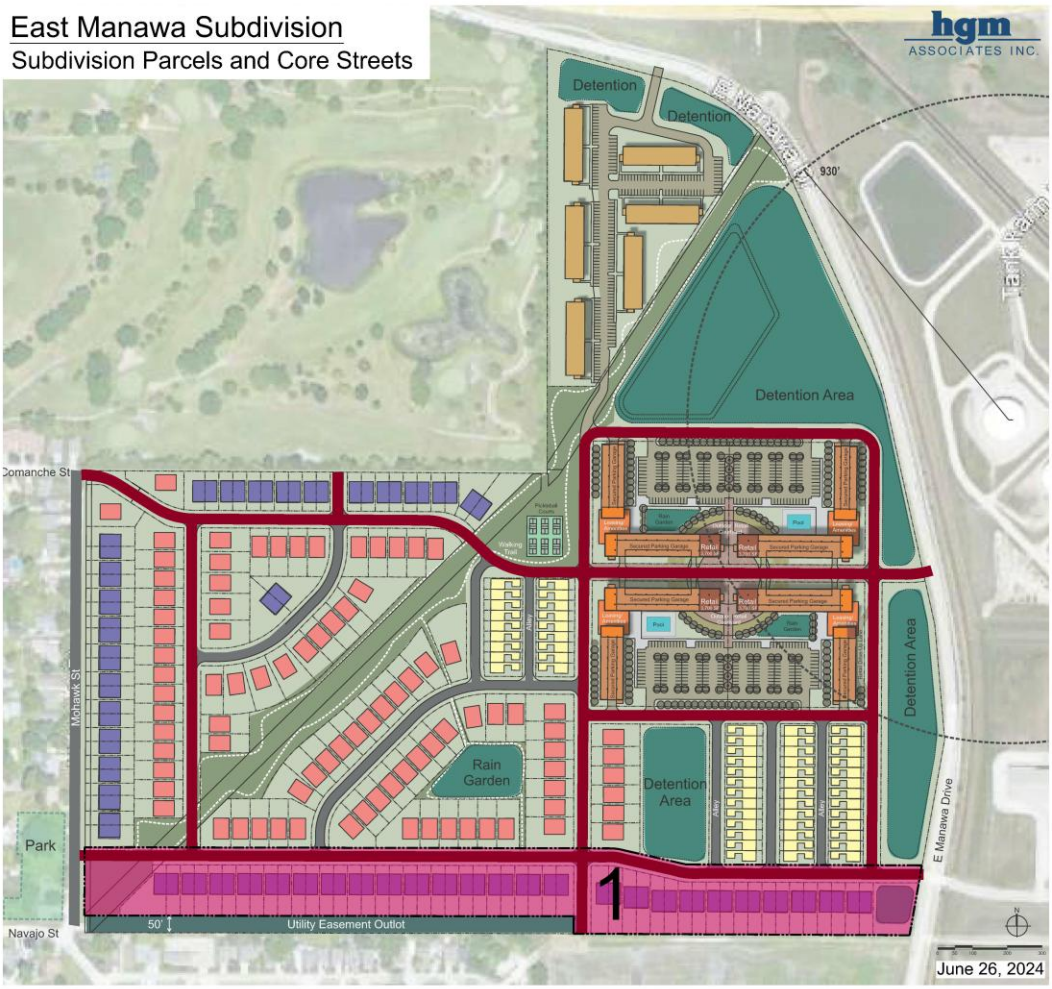


Exhibit C
Final Plat

EAST MANAWA SUBDIVISION

BEING ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) EXCEPT THE SOUTHERLY 20 FEET OF SECTION 13, TOWNSHIP 74 NORTH, RANGE 44 WEST AND A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 18, TOWNSHIP 74 NORTH, RANGE 43 WEST ALL WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

RECORDER'S INDEX
ALIQUOT PART: SE 1/4 NE 1/4
SECTION: 13 /TOWNSHIP: 74 / RANGE: 44
ALIQUOT PART: NW 1/4
SECTION: 18 /TOWNSHIP: 74 / RANGE: 43
CITY: COUNCIL BLUFFS
COUNTY: POTTAWATTAMIE
PROPRIETOR: CITY OF COUNCIL BLUFFS
REQUESTED BY: CITY OF COUNCIL BLUFFS
DATE OF FIELD SURVEY: FEBRUARY 27, 2025

OWNER/DEVELOPER:
CITY OF COUNCIL BLUFFS
209 PEARL STREET
COUNCIL BLUFFS, IOWA 51503

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

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT THE CITY OF COUNCIL BLUFFS, BEING THE SOLE OWNER OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED AS LOTS 1 THROUGH 94 AND OUTLOTS "A" THROUGH "F" INCLUSIVELY. SAID PROPERTY TO BE KNOWN AS EAST MANAWA SUBDIVISION.

AS PART OF THIS PLATTING, THE CITY OF COUNCIL BLUFFS DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, THE RIGHT-OF-WAY FOR MOHAWK STREET (0.942 ACRE, MORE OR LESS), MALLARD STREET (2.867 ACRES, MORE OR LESS) AND REDHEAD STREET (0.2100 ACRE, MORE OR LESS).

AS PART OF THIS PLATTING, THE CITY OF COUNCIL BLUFFS DOES HEREBY DEDICATE TO THE HOMEOWNER'S ASSOCIATES OUTLOTS "B" THROUGH "F" THEIR ADMINISTRATORS, EXECUTORS, SUCCESSORS, HEIRS, OR ASSIGNS SHALL PERPETUALLY OPERATE AND MAINTAIN OUTLOTS "B" THROUGH "F" AND THE STORMWATER FACILITY OR BEST MANAGEMENT PRACTICES (BMPs) LOCATED WITHIN OUTLOTS "B" THROUGH "F" IN STRICT ACCORDANCE WITH STANDARD PRACTICES AND REQUIREMENTS AND REQUIREMENTS FOR SAID BMPs AS ACCEPTED BY THE CITY OF COUNCIL BLUFFS OR IT'S DESIGNEE.

AS PART OF THE PLATTING, THE CITY OF COUNCIL BLUFFS WILL RETAIN OWNERSHIP OF OUTLOT "A". THE NEW HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR MOWING OUTLOT "A". THE CITY OF COUNCIL BLUFFS WILL ASSUME ALL MOWING RESPONSIBILITIES OF OUTLOT "A" FROM THE NEW HOMEOWNERS ASSOCIATION AT SUCH TIME SAID OUTLOT IS CONVERTED INTO A PUBLIC PARK AND/OR PUBLIC SPACE.

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

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

NOTE:

A PERPETUAL EASEMENT IS RESERVED FOR STORM DRAINAGE AND THE INSTALLATION AND MAINTENANCE OF UTILITIES 5 FEET WIDE ALONG EACH SIDE OF INTERIOR LOT LINES AND 10 FEET IN WIDTH ALONG ALL FRONTAGE AND REAR LOT LINES OF LOTS 93-94 AND OUTLOTS "A THROUGH F". EASEMENTS FOR LOTS 1 THROUGH 92 WILL BE AS DESCRIBED BELOW.

UTILITY EASEMENT NOTES:

1. LOTS 1 THROUGH 24
   1.1. A 5.00 FOOT WIDE PERMANENT EASEMENT ON EACH SIDE LOT ON THE COMMON LOT LINE BETWEEN LOTS 2-3, 4-5, 6-7, 8-9, 10-11, 12-13, 14-15, 16-17, 18-19, 20-21, 22-23, THE SOUTH LINE OF LOT 24, AND THE NORTH LINE OF LOT 1, A 10.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT AND REAR LOT LINES AND THE NORTH LINE OF LOT 1.

2. LOTS 25 THROUGH 92, OUTLOT "B" AND "D"
   2.1. A 5.00 FOOT WIDE PERMANENT EASEMENT ON EACH SIDE LOT ON THE COMMON LOT LINE BETWEEN LOTS OUTLOT "B"-25, 28-29, 32-33, 36-37, 40-41, 44-45, 48-49, 52-53, 56-57, 60-61 68-69, 72-73, 76-77, 80-81, 84-85, 88-89 AND 92-OUTLOT "D", A 10.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT AND REAR LOT LINES, THE EAST LINE LOT 64 AND THE WEST LINE OF LOT 65,

ERECTION OF STRUCTURES PROHIBITED: GRANTOR SHALL NOT ERECT ANY STRUCTURE OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER, PROVIDED HOWEVER GRANTOR SHALL HAVE THE RIGHT TO PLACE AND MAINTAIN A SURFACED ROADWAY OVER AND WITHIN THE EASEMENT AREA.

CHANGE OF GRADE PROHIBITED: GRANTOR SHALL NOT CHANGE THE GRADE, ELEVATION OR CONTOUR OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

RIGHT-OF-ACCESS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHT OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA AS HEREIN DESCRIBED.

REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT ON ANY UNAUTHORIZED IMPROVEMENTS OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY THE GRANTOR OR THEIR SUCCESSORS OR ASSIGNS.

SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED ONLY TO GRADING AND SEEDING, AND REPLACEMENT OF GRANTORS SURFACED ROADWAY.

DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, OR YARD OR OTHER IMPROVEMENTS OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO GRANTOR.

EASEMENT RUNS WITH LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON GRANTOR AND ON GRANTOR'S SUCCESSORS AND ASSIGNS.

LEGAL DESCRIPTION

BEING ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) EXCEPT THE SOUTHERLY 20 FEET OF SECTION 13, TOWNSHIP 74 NORTH, RANGE 44 WEST AND A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 18, TOWNSHIP 74 NORTH, RANGE 43 WEST ALL WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4); THENCE ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4), NORTH 00 DEGREES 01 MINUTE 44 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID EAST LINE, NORTH 00 DEGREES 01 MINUTE 44 SECONDS EAST, 10.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 54 SECONDS WEST, 1327.39 FEET TO A POINT ON THE WEST LINE SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4); THENCE ON SAID WEST LINE, NORTH 00 DEGREES 11 MINUTES 13 SECONDS EAST, 1320.26 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4); THENCE ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4), SOUTH 89 DEGREES 39 MINUTES 13 SECONDS EAST, 1323.80 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4), SAID POINT ALSO BEING ON THE WEST LINE OF SAID SECTION 18; THENCE ON SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 56 SECONDS WEST, 28.16 FEET; THENCE NORTH 33 DEGREES 02 MINUTES 00 SECONDS EAST, 1124.80 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF EAST MANAWA DRIVE, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY TO WHICH POINT A RADIAL LINE BEARS NORTH 47 DEGREES 52 MINUTES 30 SECONDS EAST, 533.69 FEET; THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) SOUTHEASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 42 MINUTES 10 SECONDS, 109.01 FEET; 2) NORTH 59 DEGREES 34 MINUTES 41 SECONDS EAST, 4.88 FEET; 3) SOUTH 24 DEGREES 29 MINUTES 30 SECONDS EAST, 562.03 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 859.93 FEET; 4) SOUTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 05 MINUTES 32 SECONDS, 181.49 FEET; 5) SOUTH 12 DEGREES 23 MINUTES 58 SECONDS EAST, 652.03 FEET; 6) SOUTH 04 DEGREES 55 MINUTES 49 SECONDS EAST, 331.20 FEET; 7) SOUTH 10 DEGREES 10 MINUTES 56 SECONDS WEST, 560.19 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 53 SECONDS WEST, 1042.17 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS AN AREA OF 84.791 ACRES, MORE OR LESS.

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH DATE

ATTESTED TO BY:

CITY CLERK: JODI QUAKENBUSH DATE

COMMUNITY DEVELOPMENT DIRECTOR: COURTNEY HARTER DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

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

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

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE COUNCIL BLUFFS PROPERTY AS CONTAINED HEREIN ON THIS _____ DAY OF_____, 2025.

BY: _____
THE HONORABLE MATTHEW J. WALSH MAYOR

STATE OF IOWA)
) SS.
COUNTY OF POTTAWATTAMIE)

ON THIS _____ DAY OF_____, 2025, BEFORE ME A NOTARY PUBLIC PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED THE HONORABLE MATTHEW J. WALSH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS THE MAYOR OF THE CITY OF COUNCIL BLUFFS, THAT NO SEAL HAS BEEN PROCURED BY SAID CITY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF THE CITY COUNCIL AND SAID THE HONORABLE MATTHEW J. WALSH ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID COUNCIL BY IT VOLUNTARILY EXECUTED.

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

PROFESSIONAL LAND SURVEYOR
JEFFREY D. DIMON
29399
IOWA

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

APRIL 18, 2025
JEFFREY D. DIMON DATE
LICENSE NUMBER 29399
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025.
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1 OF 5 THROUGH SHEET 5 OF 5

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

DEF drawn
JDD designed
JDD approved
APR'25 date
date revision

project EAST MANAWA SUBDIVISION
client CITY OF COUNCIL BLUFFS
sheet FINAL PLAT

project no. 150624
sheet 1 OF 5

FILENAME: T:\Drafting\150624 E Manawa Sub\Engineering\Dwgs\Survey\150624_East Manawa Sub-FP.dwg
fb: hom:
DATE PLOTTED: 7/11/2025 1:45 PM DRAWN BY: ZEH PLOT SCALE: 1:1

EAST MANAWA SUBDIVISION

BEING ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) OF SECTION 13, TOWNSHIP 74 NORTH, RANGE 44 WEST AND A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 18, TOWNSHIP 74 NORTH, RANGE 43 WEST ALL WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

DETAIL A

N89°52'54"W 1327.39
N89°44'53"W 1042.17'
N00°01'44"E 10.00'
N00°01'44"E 10.00'
SE CORNER SE1/4NE1/4 13-74-44 FOUND 1" PINCHED TOP PIPE
HURON STREET

NW CORNER SECTION 18-74-43
L=109.01', R=533.69'
D=11°42'10" R.L. N47°52'30"E
N59°34'41"E 4.88'
NW1/4NW/4 SECTION 18-74-43
S24°29'30"E 562.03'
N00°01'03"W 1190.36'
N33°02'00"E 1124.80'
L=181.49', R=859.93'
D=12°05'32"
NE1/4NW/4 SECTION 18-74-43
STATE OF IOWA AND IOWA STATE CONSERVATION EASEMENT BOOK 88, PAGE 24195
FD. 5/8" REBAR
S12°23'58"E 652.03'
EAST MANAWA DRIVE 75.00' (PUBLIC R.O.W.)
FD. YELLOW CAP #9496
S04°55'49"E 331.20'
SE1/4NW/4 SECTION 18-74-43
S10°10'56"W 560.19'
FIP YELLOW CAP #'S ILLEGIBLE

NE1/4NE/4 SECTION 13-74-44
FIP W/YELLOW CAP
FIP 1" OPEN TOP
FIP W/YELLOW CAP
S89°39'13"E 1323.80'
N00°00'56"W 28.16'
NE CORNER SE1/4NE1/4 SECTION 3-74-44 FOUND REBAR w/ALUMN. CAP
COMANCHE STREET
NW CORNER SE1/4NE1/4 13-74-44 FOUND 5/8" REBAR
STATE OF IOWA AND IOWA STATE CONSERVATION EASEMENT BOOK 88, PAGE 24195
PERMANENT RIGHT-OF-WAY EASEMENT BOOK 71, PAGE 10801
MANAWA PARK ADDITION
N00°11'13"E 1306.26'
27.00' MOHAWK STREET RIGHT-OF-WAY
STATE OF IOWA AND IOWA STATE CONSERVATION EASEMENT BOOK 88, PAGE 24195
POINT OF BEGINNING
50.00' SANITARY SEWER EASEMENT BOOK 96, PAGE 11721
REDHEAD STREET
MALLARD STREET
SANITARY SEWER EASEMENT BOOK 96, PAGE 11705
N89°52'54"W 1327.39'
N00°01'44"E 10.00'
SEE DETAIL A THIS SHEET
N89°44'53"W 1042.17'
SW CORNER SE1/4NE1/4 13-74-44 FOUND 5/8" REBAR
HURON STREET
LAKOMA ANNEX ADDITION
N00°01'44"E 10.00'
SE CORNER SE1/4NE1/4 13-74-44 FOUND 1" PINCHED TOP PIPE

N
0 100 200 400
FEET

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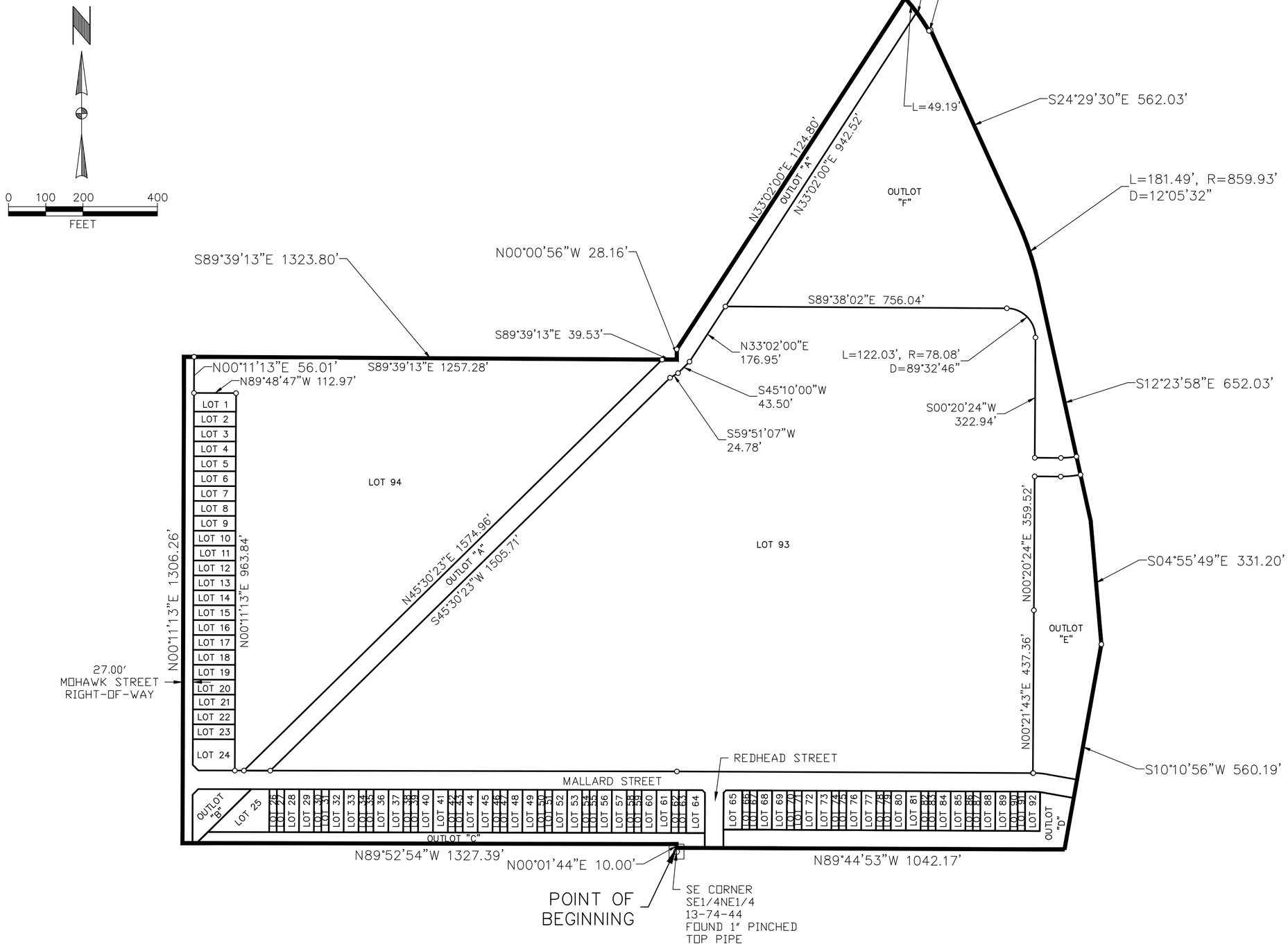
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client CITY OF COUNCIL BLUFFS
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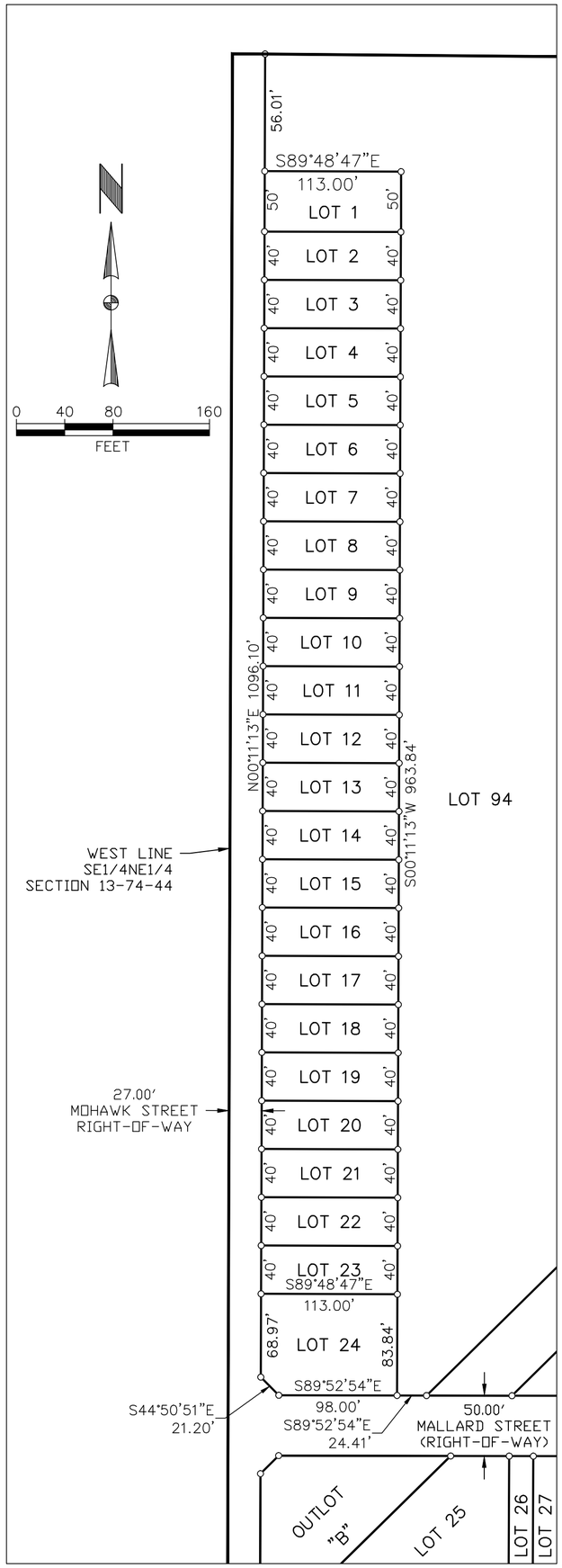
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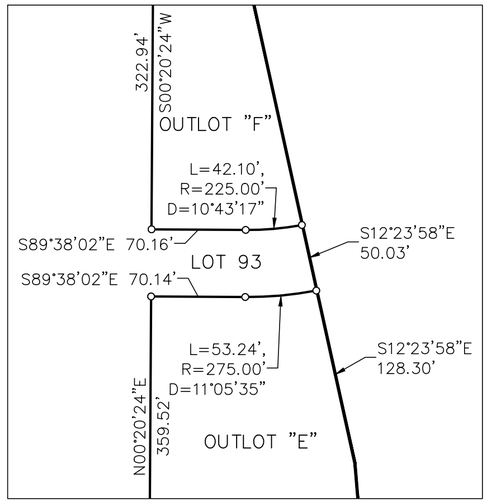
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LOT	AREA S.F.	AREA ACRE(S)
1	5,650	0.130
2	4,520	0.104
3	4,520	0.104
4	4,520	0.104
5	4,520	0.104
6	4,520	0.104
7	4,520	0.104
8	4,520	0.104
9	4,520	0.104
10	4,520	0.104
11	4,520	0.104
12	4,520	0.104
13	4,520	0.104
14	4,520	0.104
15	4,520	0.104
16	4,520	0.104
17	4,520	0.104
18	4,520	0.104
19	4,520	0.104
20	4,520	0.104
21	4,520	0.104
22	4,520	0.104
23	4,520	0.104
24	9,369	0.215
25	12,275	0.282
26	2,301	0.053
27	2,301	0.053
28	4,602	0.106
29	4,602	0.106
30	2,301	0.053
31	2,301	0.053
32	4,602	0.106
33	4,602	0.106
34	2,301	0.053
35	2,301	0.053
36	4,602	0.106
37	4,602	0.106
38	2,301	0.053
39	2,301	0.053
40	4,602	0.106
41	4,602	0.106
42	2,301	0.053
43	2,301	0.053
44	4,602	0.106
45	4,602	0.106
46	2,301	0.053
47	2,301	0.053
48	4,602	0.106
49	4,602	0.106
50	2,301	0.053
51	2,301	0.053
52	4,602	0.106
53	4,602	0.106
54	2,301	0.053
55	2,301	0.053
56	4,602	0.106
57	4,602	0.106
58	2,301	0.053

LOT	AREA S.F.	AREA ACRE(S)
59	2,301	0.053
60	4,602	0.106
61	4,602	0.106
62	2,301	0.053
63	2,301	0.053
64	5,730	0.132
65	5,266	0.121
66	2,109	0.048
67	2,109	0.048
68	4,214	0.097
69	4,214	0.097
70	2,109	0.048
71	2,109	0.048
72	4,214	0.097
73	4,214	0.097
74	2,109	0.048
75	2,109	0.048
76	4,214	0.097
77	4,214	0.097
78	2,109	0.048
79	2,109	0.048
80	4,214	0.097
81	4,214	0.097
82	2,109	0.048
83	2,109	0.048
84	4,214	0.097
85	4,214	0.097
86	2,109	0.048
87	2,109	0.048
88	4,214	0.097
89	4,214	0.097
90	2,109	0.048
91	2,109	0.048
92	4,210	0.097
93	1,778,224	40.822
94	655,629	15.051
OUTLOT "A"	131,706	3.024
OUTLOT "B"	11,936	0.274
OUTLOT "C"	41,374	0.950
OUTLOT "D"	53,747	1.234
OUTLOT "E"	125,112	2.872
OUTLOT "F"	384,977	8.838
MOHAWK ST.	35,808	0.822
MALLARD ST.	118,749	2.726
REDHEAD ST.	8,253	0.189

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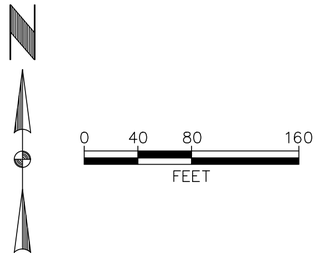
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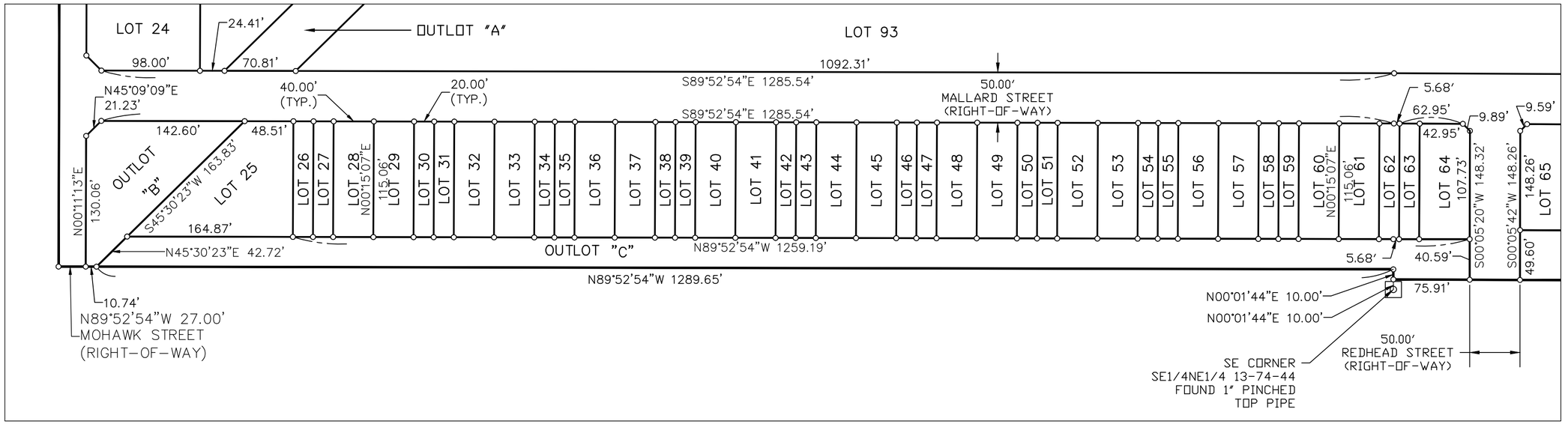
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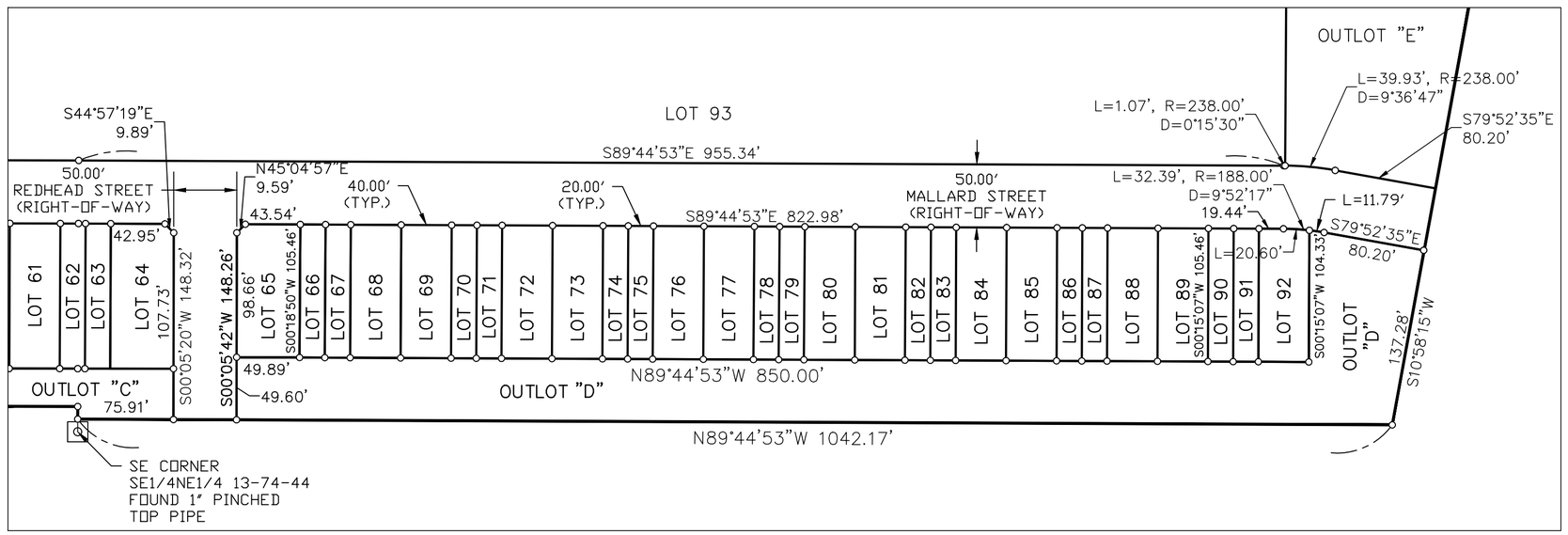
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project no. 150624

sheet 5 OF 5

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Exhibit D

CDBG-DR Requirements

Required Federal Provisions

Updated October 1, 2025

INSTRUCTIONS

DISCLAIMER:
This document is provided for informational purposes only and includes excerpts of Federal, State & local legislative provisions that are required to be included to any agreement and sub-agreement that is receiving HUD funding or working under a HUD-funded project. IEDA does not make any representation or warranty that the information provided herein is exhaustive, current, or sufficient to ensure compliance with applicable laws or to protect against potential litigation. Grantees are solely responsible for ensuring their contracts comply with all relevant legal requirements, as amended, and are strongly encouraged to consult with qualified legal counsel to appropriately apply and incorporate the full text of any referenced statutes, regulations, or codes.

INSTRUCTIONS:
This Guide is divided into 5 Sections:

1. **Addendum I:** Contract language that must be customized for specific contracts and subcontracts (*Consult your local counsel for correct custom language to utilize!*).
    a. *ALL CONTRACTS*

2. **Addendum II:** Regulations that must be included in the agreement in **full citation**. This has been prepared for grantees, grant administrators and/or the Architect/Engineer to insert into the contractors bid/agreement via exhibit (e.g., "CDBG Bid Exhibits").
    a. *ALL CONTRACTS*
    b. *Note, there is a place for acknowledgement by signature and date for contractor/subcontractor.*

3. **Addendum III:** Supplemental Federal regulations documents/forms that must be provided to the Contractors/Subcontractor for use on the Jobsite and must be listed as an exhibit.
    a. *Construction Bids Only*
    b. *Note, there is a place for acknowledgement by signature and date for contractor/subcontractor.*

4. **Addendum IV:** Regulations documents/forms that must be printed out and inserted into Contracts / Bid Documents as individual inclusions to a Construction Bid document.
    a. *Only Section 3 required for ALL CONTRACTS*
    b. *All others for construction bids only*

5. **Addendum V:** Reference data for clearing houses / plans rooms for MWBE solicitations to meet best effort goals.
    a. ***Construction Bids Only***

ADDENDUM I – CUSTOM LANGUAGE THAT MUST BE IN AGREEMENT BODY

- **All contracts utilizing CDBG funds must contain a termination clause that specifies the following:**
  - Under what conditions the clause may be imposed;
  - The form the termination notice must take (e.g., certified letter);
  - The time frame required between the notice of termination and its effective date;
  - The method used to compute the final payment(s) to the contractor;

  ➔ *Consult your local counsel to prepare appropriate termination clauses for the nature of your project.*

- **Liquidated Damages / Time is of the Essence:**
  - Grantees must include a liquidated damages clause in their professional services and construction contracts that aligns with the period of performance / contract term with the IEDA grant agreements;
  - This adds protections for the grantee should a contractor not complete work within the grant agreement term;

EXAMPLE Liquidated Damages Clause:

"Time is of the essence *in the performance of this Contract. The Contractor acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the Project will result in substantial damages to the Owner, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs.*

The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty.

Therefore, if the Contractor fails to complete the work required under this Agreement by the Completion Date specified in the contract or any extension thereof approved in writing by the Owner, ***liquidated damages shall be assessed at a rate of _____ dollars ($XXX.00) for each calendar day beyond the Completion Date*** *that the work remains incomplete.*

These liquidated damages shall be deducted from any payments due or to become due to the Contractor, or, if such payments are insufficient, shall be immediately due and payable by the Contractor to the Owner upon demand.

Nothing in this provision shall be construed to limit any other rights or remedies available to the Owner under this Agreement, at law, or in equity."

➔ *Consult your local counsel to prepare appropriate liquidated damages clauses for the nature of your project.*

❖ **“Or Equal Clause”**

“Pursuant to federal procurement requirements applicable to CDBG-funded projects, no specification shall be written in such a manner as to unduly restrict competition. References to brand names or specific products are for descriptive purposes only. Products of equal or greater quality and performance will be accepted, subject to review and approval. The Contractor shall not be limited to brand names specified, provided the proposed substitute meets or exceeds the required standards.

Wherever a specific brand name, make, or model is specified in the contract documents, it is intended to establish a standard of quality, function, and performance. Unless stated otherwise, the phrase ‘or equal’ shall be implied. The Contractor may propose substitute products that are equal in quality, design, performance, and durability, subject to approval by the Owner or Architect/Engineer.”

Recommended language inclusion for Bids:

“Requests for substitution of materials or equipment must be submitted in writing and include complete documentation showing equivalency, including specifications, product literature, certifications, and test results. Substitutions must be submitted to Architect/Engineer of record no later than [10] days after contract award or within a reasonable time before needed for installation. Approval is at the sole discretion of the Owner or Architect/Engineer, and approved substitutes shall be incorporated at no additional cost or delay to the project.”

ADDENDUM II – STATE OF IOWA AND FEDERAL PROGRAM LANGUAGE

The following references must be included *in its entirety within the contract:*

- **Access to Maintenance of Records**

  "The Contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD. "

  "At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract"

- **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

  "The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program."

- **Certification regarding government-wide restriction on lobbying:**

  All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

  "The Recipient certifies, to the best of his or her knowledge and belief, that:
  - *i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
  - *ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.*
  - *iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly."*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

- **Clean Air and Water Acts: (for all contracts < $100,000)**
  - Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
  - Section 508 of the Clean Water Act (33 U.S.C. 1368).
  - Executive Order 11738 (*Providing administration of the Clean Air & Water Acts)*

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

"During the performance of this contract, the Contractor agrees as follows:
(1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

(2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

(4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions."

- **Federal Executive Orders 11246 & 11375 (For all contracts < $10,000)**

"During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

❖ **Federal Labor Standards (For all contracts < $2,000)**

"During the execution of this agreement, the contractor agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:".

- *Davis-Bacon and Related Acts, as amended;*
- *Contract Work Hours and Safety Standard Act, as amended;*
- *Copeland Anti-kickback Act, as amended;*
- *Fair Labor Standards Act, as amended*

(Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

❖ **Build America, Buy America Requirements**

Sample BABA Language for Inclusion into Professional Services Agreements:

"This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Sample BABA Language for Inclusion into Advertisement for Bids:

"This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Contractor shall include Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall the designate responsible parties for determining the final classifications for all project items. "

(Housing projects of 4 units or less are excluded from this requirement.)

❖ **Section 3 requirements under 12 U.S.C. § 1701u**

A. *"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*

B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.*

C. *The Contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

D. *The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.*

E. *The Contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.*

F. *The Contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.*

G. *The Contractor r agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.*

H. *The Contractor r agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.*

I. *The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.*

J. *The Contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.*

K. *Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."*

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or*
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

** A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:*

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

❖ **Recycled Materials**

"The Contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- *When appropriate, specifications shall include requirements for the use of recovered materials and products;*
- *The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"*

❖ **Federal Executive Orders 11063, as amended by Executive Order 12259**

*"The Contractor agrees to comply with the provisions of **Executive Order 11063**, as amended by **Executive Order 12259**, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance.*

*The Contractor shall not discriminate against any person on the grounds of **race, color, religion, sex, or national origin** in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract.*
The Contractor further agrees to:

- *Include this provision in all subcontracts or agreements related to this federally assisted construction project;*
- *Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;*
- *Maintain and provide records as required to demonstrate compliance with applicable federal requirements.*
- *Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation."*

❖ **Section 109, Housing & Community Development Act of 1974 (42 USC 5309):**

"The Contractor agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Contractor shall:

- *Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;*
- *Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;*
- *Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;*
- *Maintain and furnish records as necessary to demonstrate compliance;"*

❖ **Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d):**

"The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin.*
2. *Include this clause in every subcontract or purchase order involving the use of federal funds.*
3. *Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).*
4. *Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI."*

- **Title VIII of the Civil Rights Act of 1968 (aka 'Fair Housing Act'):**

"The Contractor shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Contractor agrees to:

1. *Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.*
2. *Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.*
3. *Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.*
4. *Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity."*

- **Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 ISC 794):**

"The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.*
2. *Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).*
3. *Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.*
4. *Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.*
5. *Include this provision in all applicable subcontracts and agreements."*

- **Age Discrimination Act of 1975 (42 USC 1601 et seq):**

"The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.*
2. *Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.*
3. *Include this clause in all subcontracts or agreements involving federal funds under this project.*
4. *Cooperate fully with any compliance review or investigation conducted pursuant to this Act.*
5. *Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act."*

❖ **Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213):**

"The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101–12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- *Excluded from participation in,*
- *Denied the benefits of, or*
- *Subjected to discrimination in*

any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Contractor shall:

1. *Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.*
2. *Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.*
3. *Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.*
4. *Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.*
5. *Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds."*

❖ **Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule)**

***Applies to pre-1978 residential structures** receiving **CDBG** or other HUD funding*

Types of projects:

- *Rehabilitation*
- *Acquisition*
- *Leasing*
- *Supportive housing*
- *Tenant-based rental assistance*

"The Contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. ***Identify and evaluate lead-based paint hazards** in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;*
2. ***Control or eliminate lead-based paint hazards** through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;*
3. ***Ensure that all work involving lead-based paint** is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;*
4. ***Provide residents with proper notices** and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;*
5. ***Follow clearance procedures** after hazard control work, including proper testing by certified risk assessors or clearance technicians;*
6. ***Keep and submit records and reports** demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.*

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units."

- **Iowa Civil Rights Act of 1965, Chapter 216**

"The Contractor agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on:
Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Contractor shall:

1. *Not discriminate in hiring, promotion, layoff, termination, or other employment practices;*
2. *Provide equal access to housing, services, and facilities without regard to protected characteristics;*
3. *Make reasonable accommodations for persons with disabilities;*
4. *Include this clause in all applicable subcontracts and agreements under this contract;*
5. *Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority."*

❖ **Iowa Code Section ss 19B.7**

The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Contractor shall:

1. *Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed*
2. *Include this nondiscrimination provision in all subcontracts and procurement agreements;*
3. *Make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting;*
4. *Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.*

❖ **Sales and Use Taxes (for municipalities only)**

"Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid."

The undersigned acknowledges that these requirements are party to the contract / subcontract and the Contractor/Subcontractor agrees to adoption of all requirements upon execution of the agreement:

_____ _____

Contractor Signature *Date*

_____ _____

Contractor Printed Name *Title*

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDENDUM III. SUPPLEMENTAL FEDERAL REQUIREMENTS AND WORKER NOTIFICATIONS

- **Current Certified Payroll Form & Certification (DOL WH-347)**
  https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf

- **Federal Labor Standards Complaint Intake Form:**
  https://www.hud.gov/sites/dfiles/OCHCO/documents/4731.pdf

- **Record of Employee Interview Form**
  https://www.hud.gov/sites/dfiles/OCHCO/documents/11.pdf

- **Job Site Posters & Federal Labor Standards Provisions:**
  - WHD 1321 – Employee Rights Poster
    - English: https://www.osha.gov/Publications/osha3165.pdf
    - Spanish: https://www.osha.gov/Publications/osha3167.pdf
  - OSHA Job Safety & Health
    - English:https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster.pdf
    - Spanish:https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster_spanish.pdf
  - OFCCP Equal Opportunity – Know Your Rights
    - English: https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRights6.12.
    - Spanish: https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRightsSp6.12.pdf7

- HUD Form 928.1 Equal Housing Opportunity
  - English: https://www.hud.gov/sites/documents/928.1.PDF
  - Spanish: https://www.hud.gov/sites/documents/SPANISH.PDF

The undersigned acknowledges that these documents are required to be made available to all workers on the jobsite:

Contractor Signature	*Date*
Contractor Printed Name	*Title*

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDENDUM IV. DOCUMENTS THAT MUST BE PRINTED OUT AND INCLUDED IN BIDS VIA EXHIBIT

- **Section 3 Contractor Intent to Comply Form:**
  https://www.iowaeda.com/UserDocs/2022cdbg-intent-to-comply-fillableform01232023.pdf
  - **Contractor should return this document with the Bid Forms**

- **HUD-4010 Federal Labor Standards Provisions Form:**
  https://hudgov.sharepoint.com/sites/FPM/OFPM/DBLS/HQ/Shared Documents/Forms_DBLS/HUD-4010 Federal Labor Standards Provisions/HUD 4010

- **Applicable Wage Decision Document(s)**
  - **ACQUIRE FROM DOL / IEDA**

- **CDBG Project Sign Design Specifications**
  https://www.iowaeda.com/UserDocs/cdbg_projectsign.pdf

- **BABA Bid Insertion Documents**
  https://opportunityiowa.gov/media/7259/download?inline
  - **Portions for both Consultant and Constructors in this packet**

ADDENDUM V. CLEARNING HOUSES FOR M/WBE BUSINESSES

Small Business Administration
District Office
210 Walnut St., Room 749
Federal Building
Des Moines, IA 50309
ATTN: Jayne Armstrong
515.384.4913
http://www.sba.gov/offices/district/ia/des-moines

National Association of Women in Construction (NAWIC)
327 S. Adams St.
Ft Worth, TX 76104
800.552.3506
Fax:817.877.0324
www.nawic.org
#80 Greater Des Moines:
www.nawicdesmoines.com

Siouxland Construction Alliance
3900 Stadium Dr.
Sioux City, IA 51106
712.255.9730
www.siouxlandconstructionalliance.com

Illinois MBDA Business Center
31 S Grove Ave
Elgin, IL 60120
630.526.1063
www.mbda.gov/business-center-illinois-msba-business-center

Master Builders of Iowa
www.mbonline.com

Construction Update Plan Rooms:

Des Moines Plan Room
221 Park St
POB 695
Des Moines, IA 50306
515.288.8904
800.362.2578
Fax: 515.288.8718

Fort Dodge Plan Room
24 N. 9th St. Suite A
Fort Dodge, IA 50501
515.955.5500
Fax: 515.955.3245

North Iowa Builders Exchange
9 N. Federal
Mason City, IA 50401
641.423.5334
Fax:641.423.5725
www.buidingnorthiowa.com
#160 Cedar Rapids/Iowa City:
www.nawiccric.160.org

Omaha Builders Exchange
4159 South 94th Street
Omaha, NE 68127
402.991.6906
Fax: 402.884.7055
#160 Cedar Rapids/Iowa City:
www.nawiccric.160.org

CONSTRUCTION DOCUMENTS CHECKLIST

- [ ] - BID ADVERTISEMENT
- [ ] - NOTICE TO BIDDERS - with CDBG and/or other funding agency citation
- [ ] - INFORMATION FOR BIDDERS
  With CDBG acknowledgments plus any other funding agencies
- [ ] - BID FORM
- [ ] - CERTIFICATION OF CONTRACTS, GRANTS & LOANS FORM
- [ ] - DISCLOSURE OF LOBBYING ACTIVITIES SF-111 FORM
- [ ] - INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS FORM
- [ ] - BID BOND, BIDDER STATUS FORM
- [ ] - PERFORMANCE BOND
- [ ] - PAYMENT BOND
- [ ] - AGREEMENT
- [ ] - CHANGE ORDER FORM
- [ ] - NOTICE TO PROCEED
- [ ] - EXAMPLE PAYMENT APPLICATION
- [ ] - GENERAL CONDITIONS OF CONTRACT
- [ ] - SUPPLEMENTAL CONDITIONS
  Including CDBG and other funding agency requirements:
  - [ ] * CDBG Addendum1 - Liquidated Damages, Termination, 'Or Equal' products
  - [ ] * CDBG Addendum 2 - State & Federal Requirements
  - [ ] * CDBG Addendum 3 - Jobsite Supplemental Requirements
  - [ ] * CDBG Addendum 4 - Section 3, HUD-4010, DBRA/PWR, BABA, CDBG Sign Specs
  - [ ] * CDBG Addendum 5 - Plan Rooms
- [ ] - PROJECT SPECIFICATIONS
- [ ] - PROJECT DRAWINGS
- [ ] - APPLICABLE PERMIT RESTRICTIONS / REQUIREMENTS
- [ ] - BID TABULATION
- [ ] - A/E AWARD RECOMMENDATION
- [ ] - GRANTEE AWARD RESOLUTION

Exhibit E
Federal Labor Standards

"General Decision Number: IA20250027 08/08/2025

Superseded General Decision Number: IA20240027

State: Iowa

Construction Type: Residential

Counties: Mills and Pottawattamie Counties in Iowa.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	05/23/2025
2	06/06/2025
3	06/27/2025
4	07/18/2025
5	08/08/2025

* BRIA0003-024 06/01/2025

	Rates	Fringes
BRICKLAYER	$ 34.80	19.24

CARP0427-011 06/01/2025

	Rates	Fringes
CARPENTER	$ 33.42	18.66

ELEC0022-008 06/01/2025

	Rates	Fringes
ELECTRICIAN	$ 46.40	20.89

ENGI0234-010 05/01/2025

	Rates	Fringes

Power equipment operators:

8-15-2025

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     CLASS 1.....................$ 35.02            21.94
     CLASS 2.....................$ 34.70            21.94
     CLASS 3.....................$ 32.62            21.94

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

CLASS 1 - Backhoe; Excavator

  CLASS 2 - Bulldozer; Grader/Blade; Loader 35 h.p. and over);
  Scraper

  CLASS 3 - Bobcat/Skidsteer/Skid Loader; Loader (under 35
  h.p.); Roller

----------------------------------------------------------------
 LABO1140-005 10/01/2023

                                  Rates          Fringes

LABORER
     Common or General...........$ 24.00            13.48
     Mason Tender - Brick........$ 25.30            12.18
     Mason Tender -
     Cement/Concrete.............$ 25.30            12.18
     Pipelayer...................$ 24.00            13.48
----------------------------------------------------------------
* PLAS0538-006 10/01/2024

                                  Rates          Fringes

CEMENT MASON/CONCRETE FINISHER...$ 33.01            17.30
----------------------------------------------------------------
 ROOF0142-003 06/01/2025

                                  Rates          Fringes

ROOFER
     Excluding Metal Roofs.......$ 32.50            15.53
     Metal Roof Only.............$ 32.50            15.53
----------------------------------------------------------------
*  SUIA2008-024 09/05/2008

                                  Rates          Fringes

SHEETMETAL WORKER...............$ 15.04 **          3.82
----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.75) or 13658
($13.30).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).


----------------------------------------------------------------

The body of each wage determination lists the classifications
and wage rates that have been found to be prevailing for the
type(s) of construction and geographic area covered by the wage
determination. The classifications are listed in alphabetical
order under rate identifiers indicating whether the particular
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rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

===

END OF GENERAL DECISION"

Exhibit F
Section 3

SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

By: _____

Date: _____

Exhibit F
Approved CDBG-DR Budget

City of Council Bluffs Updated CDBG-DR Budget

Grant Revenue	Per Unit Cost	Quantity	CDBG-DR Grant	Local Match	Total Cost	Local Match Source
Infrastructure	6,760	40	270,411	1,911,452	2,181,863	CDBG Entitlement, EDI Grant, HDP
Housing Construction Offset	125,000	40	5,000,000	7,000,000	12,000,000	Contractor Loan
Mitigation	5,077	40	203,090	-	203,090	
Down Payment Assistance	35,000	40	1,400,000	-	1,400,000	
Subtotal	**$ 171,838**		**$ 6,873,501**	**$ 8,911,452**	**$15,784,953**	

Exhibit G
Contractor Proposed Housing Construction Budget
(Per 4-Unit Building)

Provided after submission.

RESOLUTION NO. 25-315

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH R. PERRY CONSTRUCTION FOR THE CONSTRUCTION OF 40 NEW AFFORDABLE HOUSING UNITS LOCATED IN THE EAST MANAWA PHASE I HOUSING PROJECT.

WHEREAS, In October, the City Council passed Resolution 25-252 selecting R. Perry Construction as the preferred builder for the East Manawa Phase I Housing Project; and

WHEREAS, The City wishes to execute an agreement with R. Perry based on the Community Development Block Grant Disaster Recovery (CDBG-DR) program guidelines and required language by the Iowa Economic Development Authority (IEDA); and

WHEREAS, the approval of Agreement between the City of Council Bluffs and R. Perry Construction is in the best interest of the City.

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

That the Mayor is hereby authorized to execute an agreement with R. Perry Construction for the East Manawa Phase I Project.

ADOPTED
AND
APPROVED December 15, 2025

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

Department: City Clerk

Case/Project No.:

Subject/Title

Liquor License Renewals
1. 712, 1851 Madison Ave.
2. Woods Sporting Goods, 531 Veterans Memorial Hwy.
3. Wal-Mart, 1800 N. 16th St.

Background/Discussion

See attached calls for service.

Staff Recommendation

Attachments

12-15 liquor.pdf

Prepared by: Amanda Kopera
Approved by: Amanda Kopera

7.A

CBPD ALCOHOL PERMIT RENEWAL REVIEW

	ESTABLISHMENT	ADDRESS	OWNER	RENEWAL DATE
1.	712 Eat and Drink	1851 Madison Ave		
2.	Woods Sporting Goods	531 Vets Memorial		
3.	Wal Mart	1800 N 16th		
4.				
5.				
6.				
7.				

	CITATIONS	CFS*	NEXUS*	GREEN*	YELLOW*	RED*
1.	0	1	0	X		
2.	0	0	0	X		
3.	0	18	51		X	
4.						
5.						
6.						
7.						

*CFS - Calls in the area, establishment mentioned

*Nexus - Calls originated at establishment

*Green - No issues

*Yellow - Minor issues

*Red - Major issues

COMMENTS

*Additional information relating to the CFS can be made available upon request

SIGNATURE Mark Galvan

WAL-MART #3150 – LE0002537

Premise Street: 1800 N 16TH ST

Class E Retail Alcohol License

Application Type	Effective Date	Expiration Date	Application Status
RENEWAL	2026-01-21	2027-01-20	

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE ✓ Local Amt _____

FIRE ✓ Endorsed _____

BUILDING KS Issued _____

ZONING ✓ Expires _____

Council 12-15-2025

712 – LC0043068

Premise Street: 1851 MADISON AVE STE 700

Class C Retail Alcohol License

Application Type	Effective Date	Expiration Date	Application Status
RENEWAL	2025-12-20	2026-12-19	

■ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE ✓ Local Amt _____

FIRE ✓ Endorsed _____

BUILDING 175 Issued _____

ZONING ✓ Expires _____

Council 12-15-2025

WOODS SPORTING GOODS – LG0000060

Premise Street: 531 VETERANS MEMORIAL HWY STE 1

Class C Retail Alcohol License

Application Type	Effective Date	Expiration Date	Application Status
RENEWAL	2026-1-23	2027-1-22	

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE ✓ Local Amt _____

FIRE ✓ Endorsed _____

BUILDING RS Issued _____

ZONING ✓ Expires _____

Council 12-15-2025