

CITY COUNCIL STUDY SESSION

**CITY HALL
CITY COUNCIL CHAMBERS
SECOND FLOOR
209 PEARL STREET
COUNCIL BLUFFS IOWA 51503**

**MONDAY, AUGUST 22, 2016
3:45 P.M.**

AGENDA

- A. Council Bluffs Visitor's Bureau Annual Report
- B. Avenue J Project
- C. City's Investment Policy
- D. Review Agenda

EXECUTIVE SESSISON

- A. Pending Litigation

COUNCIL AGENDA, CITY OF COUNCIL BLUFFS, IOWA
REGULAR MEETING, AUGUST 22, 2016, 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. Reading, correction and approval of the August 8, 2016 City Council meeting minutes
 - B. Approval of agenda and tape recording of this proceeding be incorporated into the official minutes
 - C. Resolution 16-212, accepting the work of Eriksen Construction Co., Inc. as complete and authorizing release of the retainage fee if no claims are filed in connection with the Levee Certification, Geotechnical MR_1 Project (FY15-06A)
 - D. Resolution 16-213, accepting the work of Judds Bros. Construction Co. as complete and authorizing release of the retainage fee if no claims are filed in connection with the Industrial Park Levee Improvement Project, Phase 2 (FY16-07)
 - E. Resolution 16-214, of necessity and intent to amend the Bluffs Northway Urban Revitalization Area, setting a Public Hearing for Sept. 26, 2016, 7 p.m. (URV-16-004)
 - F. Council Bluffs Library Annual Report (online)
 - G. Mayor's Appointments
 - H. Notice's of Claim (2)
 - I. Notice's of Right of Redemption

DISCLAIMER:

If you plan on attending this meeting and require assistance please notify the City Clerk's Office three days prior to the meeting at (712) 328-4616.

4. PUBLIC HEARINGS

- A. Resolution 16-215, approving the Plans, Specifications, Form of Contract and Cost Estimate for the Kanesville Boulevard (US Hwy 6) Traffic Adaptive Signal Control Project (FY15-20A)
- B. Resolution 16-216, disposing of that portion of Casady Street between Fleming Avenue and Yonkerman Street vacated by Resolution No. 14-314 (OTB-16-013)

5. ORDINANCES ON 1ST READING

- A. Ordinance 6278, amending Title 9 "Traffic" by amending "Chapter 9.36.010 - Definitions" by adding Martin Luther King, Jr. Day, Presidents' Day and Veterans' Day to Subsection (2) "Holiday"
- B. Ordinance 6279, amending Title 1 "Administration and Personnel" by amending "Chapter 1.62.030 - Classification and Appointment" to change Architect or Engineer Appointment to either residency or employment within the City of Council Bluffs

6. RESOLUTIONS

- A. Resolution 16-217, endorsing an application for RISE program funding to reconstruct portions of Gifford Road and to extend South 19th Street
- B. Resolution 16-218, authorizing the Mayor and City Clerk to execute Iowa Department of Transportation Preconstruction Agreement No. 2017-4-050 in connection with the I-29 Interstate Improvements
- C. Resolution 16-219, authorizing the Mayor and City Clerk to execute an agreement with ABC Electric, Inc. in connection with the WPCP Sludge Building MCC Replacement Project (PW16-03A)
- D. Resolution 16-220, authorizing the Mayor to execute the Consent to Collateral Assignment of Agreement for Private Development for the 100 Block Project, Phase II
- E. Resolution 16-221, authorizing the Mayor to execute an agreement with Project Advocates for owner's representatives and related services during the design, development, bidding, construction and commissioning phases of a new Police Headquarters Building
- F. Resolution 16-222, authorizing the Mayor to execute an agreement with Hoefler Wysocki Architecture for design and related services during the design, development, bidding, construction and commission phases of a new Police Headquarters Building

- G. Resolution 16-223, authorizing designation of 1001 South 6th Street as a Brownfield as defined by the U.S. Environmental Protection Agency (EPA)
- H. Resolution 16-224, adopting a revised Investment Policy for the City of Council Bluffs
- I. Resolution 16-225, establishing authority for execution of business transactions between the City of Council Bluffs, Iowa and institutions authorized to hold City funds (non-corporate resolution)
- J. Resolution 16-226, naming and approving City Depositories

7. APPLICATIONS FOR PERMITS AND CANCELLATIONS

- A. New Beer/Liquor/Wine and Outdoor Permit Applications:
 - 1. Bucksnot Grill and Sports Bar, 25 Scott Street
 - 2. Tobacco Hut, 3134 Manawa Centre Drive
- B. Renewal of Beer/Liquor/Wine and Outdoor Permit Applications:
 - 1. Aldi, 3135 Manawa Centre Drive
 - 2. Fox Run, 3001 MacIneery Drive
 - 3. Hilton Garden Inn, 2702 Mid America Drive
 - 4. Huhot Mongolian Grill, 3120 Manawa Centre Drive
 - 5. Quarthouse Lounge, 107 Pearl Street
 - 6. Sam's Club, 3221 Manawa Centre Drive
 - 7. Springhill Suites, 3216 Plaza View Drive
 - 8. Wal-Mart, 3200 Manawa Drive
- C. "Ownership Update" of a Beer/Liquor/Wine and Outdoor Permit Application:
 - 1. O'Face Bar, 2400 9th Avenue
- D. "Transfer" of a Beer/Liquor and Wine Permit Application:
 - 1. Tobacco Hut, 429 Veterans Memorial Highway

8. CITIZENS REQUEST TO BE HEARD

9. OTHER BUSINESS

10. ADJOURNMENT

- CALL TO ORDER** A regular meeting of the Council Bluffs City Council was called to order by Mayor, Matthew J. Walsh on Monday, August 8, 2016 at 7:00 p.m.
- ATTENDANCE** Council Members present: Melissa Head, Al Ringgenberg, Roger Sandau, Nate Watson and Sharon White. Staff present: Richard Wade and Marcia Worden.
- CONSENT AGENDA** White and Watson moved and seconded approval of the consent agenda, 3A. Agenda and tape recording of this proceeding to be incorporated into the official minutes; 3B. Reading, correction and approval of the July 25, 2016 meeting minutes; 3C. Resolution 16-205, intent to dispose of that portion of Casady Street between Fleming Avenue and Yonkerman Street vacated by Resolution No. 14-314, setting a Public Hearing for August 22, 2016, 7:00 p.m.; 3D. Resolution 16-206, setting a Public Hearing for August 22, 2016, 7:00 p.m., in connection with the Kaneshville Boulevard (US Hwy. 6) Traffic Signal Control Project (FY15-20A); 3E. Resolution 16-207, accepting the work of KAV Contracting as complete and authorizing the Finance Department to release the retainage fee if no claims are filed in connection with the Broadway Park Shelter Project; 3F. Mayor’s Appointments; and 3G. Notices of Claim (1). Unanimous, 5-0 vote.
- PUBLIC HEARINGS**
 Resolution 16-208 Held Public Hearing, authorizing disposal of City property legally described as Lot 9, McGee’s Subdivision of Block 21, Hughes and Doniphan’s Addition (OTB-16-012). White and Sandau moved and seconded approval. Unanimous, 5-0 vote.
- Resolution 16-209 Held Public Hearing, to vacate and dispose of the east/west alley in Block 40 and to vacate that part of 4th Avenue abutting part of Blocks 40 and 41, all in Beer’s Subdivision (SAV-16-006). Ringgenberg and Watson moved and seconded approval. Unanimous, 5-0 vote.
- Resolution 16-210 Held Public Hearing, authorizing the vacation of the east/west alley in Block 8, Bryant and Clark’s Subdivision (SAV-16-007). Ringgenberg and Head moved and seconded approval. Unanimous, 5-0 vote.
- ORDINANCE ON 1ST CONSIDERATION**
 Ordinance 6277 White and Sandau moved and seconded approval, amending Title 1, “Administration and Personnel” by amending “Chapter 1.62.030 – Classification and Appointment” to replace the Bluffs Arts Council with the Pottawattamie Arts, Culture and Entertainment “PACE” Council. Unanimous, 5-0 vote. Watson and White moved and seconded to waive 3rd reading. Unanimous, 5-0 vote. Ordinance 6277 passed into law.
- RESOLUTIONS**
 Resolution 16-211 Sandau and Watson moved and seconded approval to apply for Resource Enhancement and Protection funding for the Tom Hanafan River’s Edge Park Woodland Restoration Project, Phase I. Unanimous, 5-0 vote.
- APPLICATIONS/PERMITS & CANCELLATIONS** Watson and White moved and seconded approval of Items 7A – 7C inclusive: Items 7A. 1, 2. New Beer/Liquor/Wine and Outdoor Permit Applications. 1. Golden Q Billiards and Sports Lounge, 807 South 21 St., 2. The Underground Restaurant and Bar, 28 South 29th St.; Items 7B (1-7). Renewal of Beer/Liquor/Wine and Outdoor Permit Applications: 1. D & S Xpress, 1220 North 25th St., 2. D & S Xpress, 2924 North Broadway, 3. Family Fare, 1801 Valley View Dr., 4. Jonsey’s, 1117 16th Ave., 5. The Olive Garden, 3707 Denmark Dr., 6. Primos Mexican Restaurant, 930 5th Avenue, 7. Queen of Apostles Church, 3304-4th Avenue; and Item 7C. “Outdoor” Special Event Beer/Liquor and Wine Permit Application: 1. LightHouse, 401 Veterans Memorial Highway. Unanimous, 5-0 vote.
- CITIZENS REQUEST TO BE HEARD** There were no citizen’s requests to be heard. But, heard from Bruce Kelly, 864 McKenzie Avenue, who requested a bike trail on Highway 6. Kelly also asked if a general description of the area could be added to the agenda on public hearing items. Heard from Joel Driver, 505 South 6th Street, who mentioned the Mid America Center was quite busy with the visit of Vice Presidential Candidate Pence.
- Heard from Theresa Jacoby, 38 Dillman Drive, who spoke about the recent eviction of herself and T. Lawson from Colonial Plaza. Ms. Jacoby mentioned contacting Iowa Legal Aid; also adding, concerns about the facility were being reviewed by the Building Division. Watson encouraged Jacoby to continue to seek guidance from Legal Aid; I appreciate your willingness to share your concerns. Head and Watson moved and seconded to Receive and File documents submitted by Ms. Jacoby. Unanimous, 5-0 vote.
- ADJOURNMENT** Mayor Walsh adjourned the meeting at 7:18 p.m. Unanimous.

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.

Matthew J. Walsh, Mayor

Attest:

Marcia L. Worden, City Clerk

COUNCIL COMMUNICATION

Department: <u>Public Works</u>	Ordinance No. _____	First Reading <u>August 22, 2016</u>
Case/Project No.: <u>FY15-06A</u>	Resolution No. <u>16-212</u>	
Applicant: <u>Matthew Cox, City Engineer</u>		

SUBJECT/TITLE

Council consideration of a resolution accepting the work of Eriksen Construction Co., Inc. as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with Levee Certification Project, Geotechnical MR_1. Project # FY15-06A.

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 Geotechnical MR_1 project resolved seepage deficiencies along the Missouri River levee by constructing a pervious toe trench with a seepage and stability berm.

	Division I <u>General</u>	Division II <u>Pavement</u>	Division III <u>Storm Sewer</u>	Division VIII <u>Misc</u>	<u>Total</u>
Original contract amount	\$1,264,913.00	\$27,360.00	\$467,882.00	\$27,300.00	\$1,787,455.00
Change Orders (+4.32%)	\$ 70,407.09	\$ 0.00	\$ 6,800.00	\$ 0.00	\$ 77,207.09
Final contract amount	\$1,335,320.09	\$27,360.00	\$474,682.00	\$27,300.00	\$1,864,662.09
Less Previous Payments	\$1,268,554.09	\$25,992.00	\$450,947.90	\$25,935.00	\$1,771,428.99
Retainage due contractor	\$ 66,766.00	\$ 1,368.00	\$ 23,734.10	\$ 1,365.00	\$ 93,233.10

- Contractor completed the project on time and received 1 non-compliance notice.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

**RESOLUTION
NO 16-212**

**RESOLUTION ACCEPTING THE WORK OF
ERIKSEN CONSTRUCTION IN CONNECTION WITH
LEVEE CERTIFICATION PROJECT, GEOTECHNICAL MR_1
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE
A CITY CHECK IN THE AMOUNT OF \$93,233.10
PROJECT #FY15-06A**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Eriksen Construction, Blair, Nebraska for Levee Certification Project, Geotechnical MR_1; and
- WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the city clerk; and
- WHEREAS, a request for final payment in the amount of \$93,233.10 to Eriksen Construction 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 \$93,233.10 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 \$93,233.10 payable to Eriksen Construction from budget codes Division I, E16100-676000; Division II, E16100-676200; Division III, E16100-676500; Division VIII, E16100-676900; Project #60003.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

August 22, 2016

Matthew J. Walsh,

Mayor

ATTEST:

Marcia L. Worden,

City Clerk

COUNCIL COMMUNICATION

Department: <u>Public Works</u>	Ordinance No. _____	First Reading <u>August 22, 2016</u>
Case/Project No.: <u>FY16-07</u>	Resolution No. <u>16-213</u>	
Applicant: <u>Matthew Cox, City Engineer</u>		

SUBJECT/TITLE

Council consideration of a resolution accepting the work of Judds Bros. Construction Co. as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the Industrial Park Levee Improvements, Phase 2. Project # FY16-07.

BACKGROUND/DISCUSSION

- The City is the sponsor of the Industrial Park Levee (IPL), however the agreement established with construction of the levee provides for expenses related to the levee, including FEMA Certification, to be paid by the industrial land owners. The owners protected by the levee include Ameristar Casino, Cargill, Warren Distribution, and DEB.
- The scope for this phase of work included installation of seepage control, levee slope restoration, removal of levee penetrations, outfall construction, and regrading portions of the levee alignment.
- All necessary improvements have been now been completed, and the engineer (CDM Smith) has submitted a certification package to FEMA with all supporting documentation to accredit the IPL.

Original contract amount	\$ 2,750,127.50
Change Orders (+2.45%)	\$ 67,324.68
Final contract amount	\$ 2,817,452.18
Less previous payments	(\$ 2,676,579.57)
Retainage due contractor	\$ 140,872.61

- Contractor did not complete the project by the original contract date, however liquidated damaged were not assessed because the delays were determined to be beyond the contractor's control.
- Contractor did not receive any non-compliance notices.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

**RESOLUTION
NO 16-213**

**RESOLUTION ACCEPTING THE WORK OF
JUDDS BROS. CONSTRUCTION CO. IN CONNECTION WITH
INDUSTRIAL PARK LEVEE IMPROVEMENTS, PHASE 2
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE
A CITY CHECK IN THE AMOUNT OF \$140,872.61
PROJECT #FY16-07**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Judds Bros. Construction Co., Lincoln, NE for the Industrial Park Levee Improvements, Phase 2; and
- WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the city clerk; and
- WHEREAS, a request for final payment in the amount of \$140,872.61 to Judds Bros. Construction Co., 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 \$140,872.61 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 \$140,872.61 payable to Judds Bros. Construction Co. from budget codes Division I, Z50170-676000; Division II, Z50170-676200; Division III, Z50170-676500; Project #00544.

ADOPTED
AND
APPROVED

August 22, 2016

Matthew J. Walsh,

Mayor

ATTEST:

Marcia L. Worden,

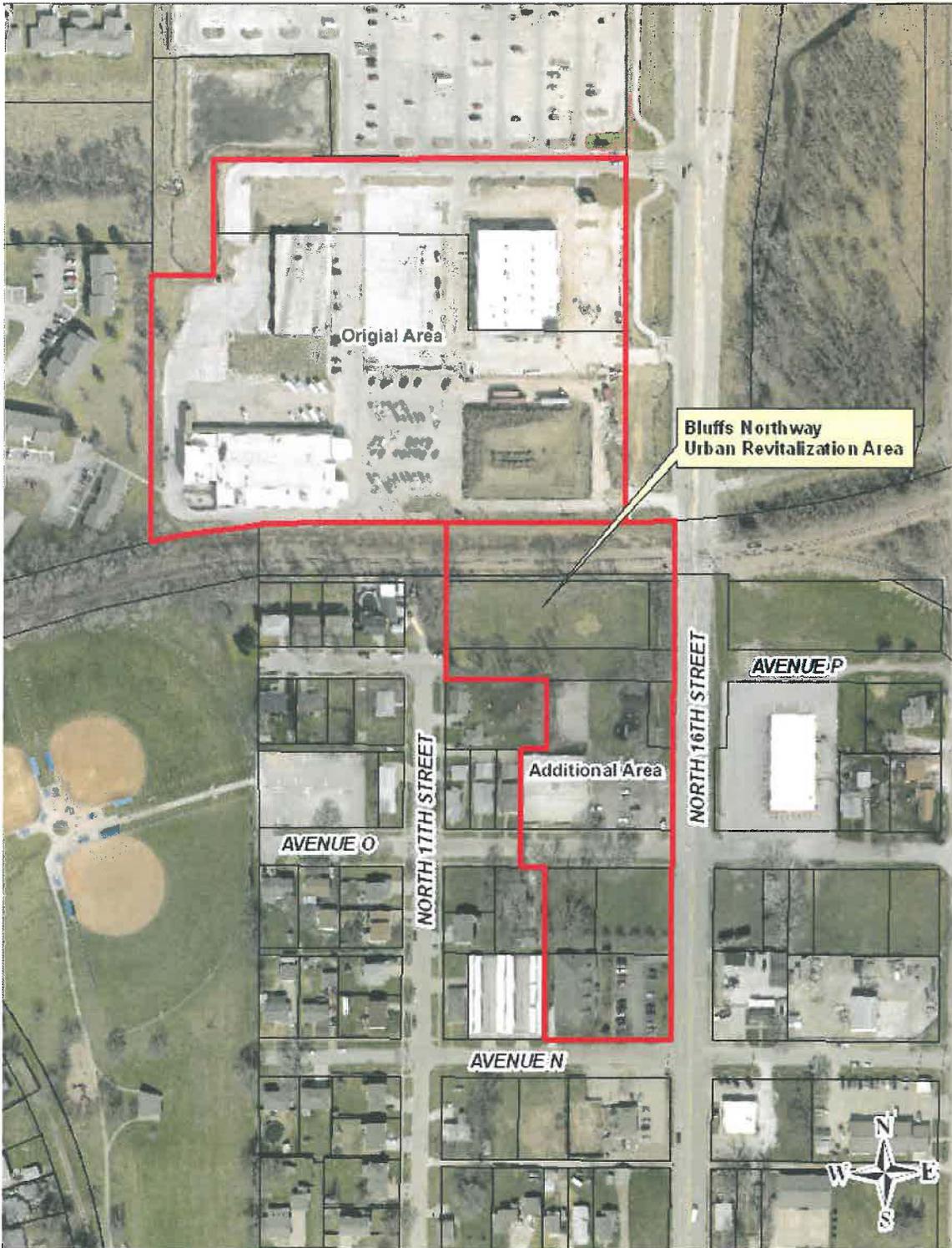
City Clerk

Council Communication
August 22, 2016

<p>Department: Community Development</p> <p>CASE # URV-16-004</p>	<p>Resolution No. <u>16-214</u></p> <p>Ordinance No. _____</p>	<p>City Council: 8/22/16 Public Hearing: 9/26/16 1st Reading: 9/26/16 2nd Reading: 10/12/16 3rd Reading: 10/26/16</p>
Subject/Title		
Amendment to the Bluffs Northway Urban Revitalization Plan		
Background		
<p>On June 9, 2015, City Council adopted Resolution No. 14-155 approving the Bluffs Northway Urban Revitalization Plan. Subsequent to this action, Ordinance 6207 was adopted on July 14, 2014 which established the Urban Revitalization Area.</p> <p>On July 25, 2016, City Council adopted Resolution No. 16-200 directing staff to prepare amendments for the Plan and Area to assist in the expansion of Future Foam located at 1601 Avenue N. Staff has prepared amendments to the Plan in accordance with Section 404.2 of the Iowa Code and is now scheduling the matter for City Council consideration. The amendment consists of adding approximately 7 parcels consisting of 5 acres south of the existing Area.</p>		
Discussion		
<p>The original Plan and Area was established under economic development. Staff believes an economic development finding is appropriate for the properties to be added. The properties added include a private school, parcels used to right-of-way by CNRR and IDOT, and Future Foam.</p> <p>Staff has prepared a resolution of intent to amend the urban revitalization plan. The resolution directs staff to provide a 30 day notice to property owners and set September 26, 2016 as a public hearing date. Concurrent with the adoption of an urban revitalization plan, an ordinance expanding the urban revitalization area can be considered. The anticipated schedule for review is as follows:</p>		
9-13-16	City Planning Commission hearing	
9-26-16	City Council public hearing, resolution approving amended plan and 1 st consideration of ordinance	
10-10-16	City Council 2 nd consideration of ordinance	
10-24-16	City Council 3 rd consideration of ordinance (if necessary)	
Recommendation		
That City Council adopt resolution of necessity and intent to amend the Bluffs Northway Urban Revitalization Plan.		

Submitted by: Donald D. Gross, Director, Community Development Department

Council Communication
August 22, 2016



2016 AMENDMENT

TO THE

BLUFFS NORTHWAY
URBAN REVITALIZATION PLAN



CITY OF COUNCIL BLUFFS, IOWA

Original Area Adopted – April 2014

Amended

INTRODUCTION

The Urban Revitalization Act empowers a municipality to designate an area ~~of substantial deterioration, inadequate street layout and access and incompatible land use~~ as a urban revitalization area that satisfies one of the criteria outlined in Section 404.1 of the Iowa Code. The purpose of such designation is to encourage growth of commercial, industrial and residential development by the utilization of redevelopment incentives.

The City of Council Bluffs wishes to utilize property tax abatement incentives under the Urban Revitalization act to facilitate the renovation ~~of historic structures resulting in additional rental housing or construction of new commercial structures resulting in additional employment~~ in the community. The preparation and ~~subsequent~~ adoption of an Urban Revitalization Plan is required by the Iowa Code prior to the provision of property tax abatement.

Section 404.1 of the Iowa Code stipulates that the Council may, by ordinance, designate an area of the City as the revitalization area, if that area is classified as any of the following:

1. An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare.
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety or welfare in its present condition and use.
3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.
4. An area which is appropriate as an economic development area as defined in Section 403.17 of the Iowa Code.
5. An area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multifamily housing.

In April 2014, the City of Council Bluffs ~~concluded that the~~adopted the Bluffs Northway Urban Revitalization Plan and established the Bluffs Northway Urban Revitalization Area ~~meets under~~ the criteria of element 4. The City now desires to amend the Plan and Area to include additional commercial property (herein referred to as the “Amended Plan” and “Amended Area”).

Amended -Bluffs Northway Urban Revitalization Plan

Illustration 1 - Resolution

Insert Approving Resolution

LEGAL DESCRIPTION

The ~~Bluffs Northway Urban Revitalization~~Amended Area ~~totals 9.48~~ is approximately 14.5 acres and is comprised of ~~two-9 individually platted~~ parcels of land ~~which are owned Gordman Bluffs Northway LLC~~. Listed below is the legal description of the ~~Bluffs Northway Urban Revitalization~~Amended Area boundary:

~~Address: ——— 1702 North 16th Street, Council Bluffs, Iowa~~

Legal Description of Original Area:

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

Pottawattamie County Parcel Numbers 754423405004 and 754423405005

Legal Description of the Added Area:

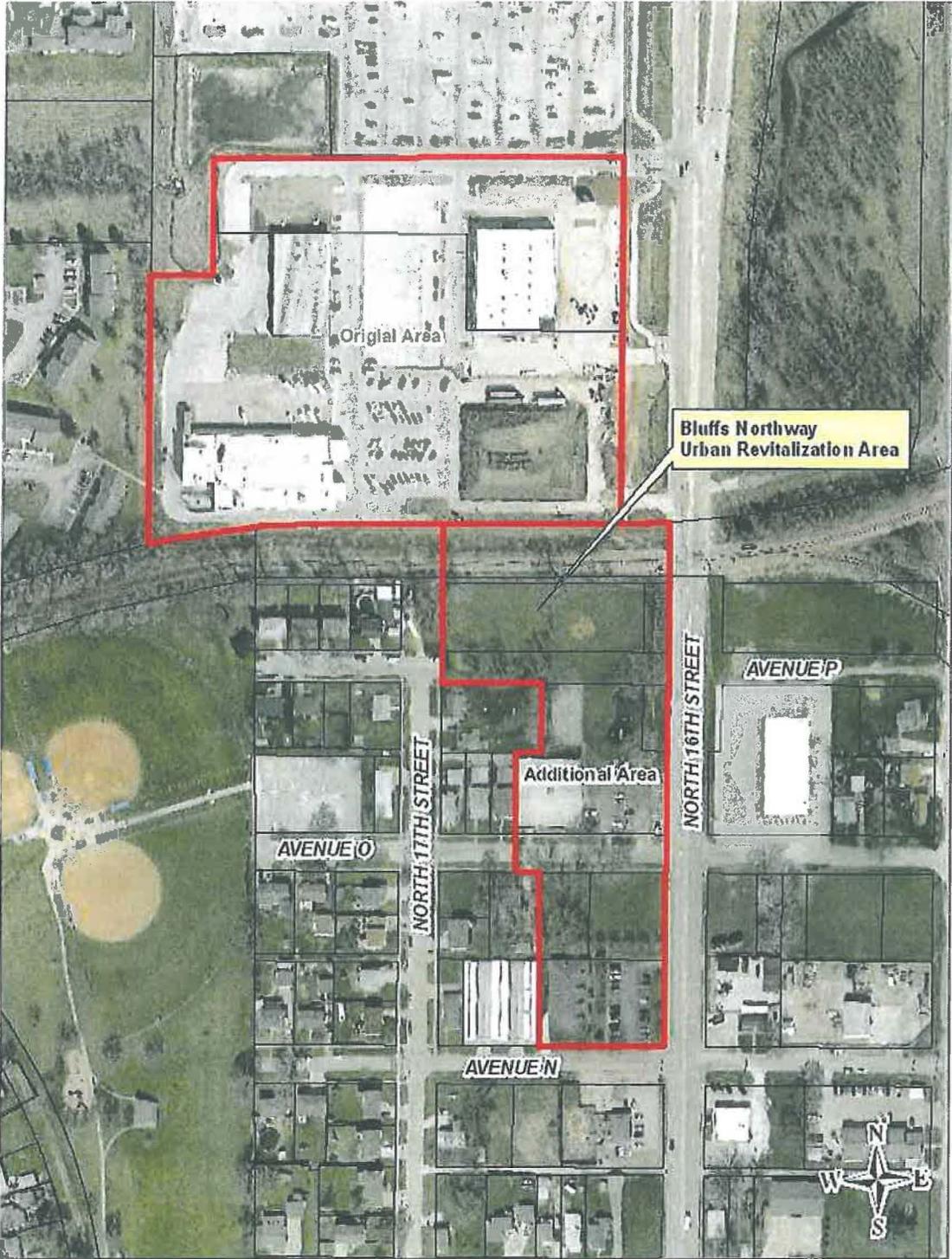
Lots 10 through 18 and the east/west alley abutting, Belmont Addition along with the Canadian National Railway right-of-way abutting on the north and Avenue P right-of-way abutting on the south; Lots 33 through 37 and the North 1/2 vacated alley abutting and Lots 56 through 61 and the South 1/2 vacated alley abutting, Belmont Addition along with Avenue O right-of-way abutting on the south; Lots 79 through 83 and the North 1/2 vacated alley abutting and Lots 102 through 106 and the South 1/2 vacated alley abutting, Belmont Addition, City of Council Bluffs, Pottawattamie County, Iowa.

Pottawattamie County Parcel Numbers 754423453003, 754423456003, 754426206004, 754426207003, 754426207004 and 754426207007

Illustration 2 below shows the location and boundary of the ~~Bluffs Northway Urban Revitalization~~ Amended Area.

Amended - Bluffs Northway Urban Revitalization Plan

Illustration 2 – Boundary



PROPERTY OWNERS AND ASSESSED VALUES

The Bluffs Northway Urban Revitalization Amended Area is comprised of two-9 parcels which are owned by Gordman Bluffs Northway LLC, as shown in the table below. This information was obtained from the records of the Pottawattamie County Assessor.

Parcel Number	Owner & Address	Land Valuation	Building Valuation	Total Valuation
754423405004	Gordman Bluffs Northway LLC 444 Regency Parkway DR Suite 202 Council Bluffs, IA 51501	\$276,500	\$0	\$276,500
754423405005	Gordman Bluffs Northway LLC 444 Regency Parkway DR Suite 202 Council Bluffs, IA 51501	\$544,500	\$1,276,300	\$1,820,800
<u>754423456003</u>	<u>Iowa State Highway Commission</u> <u>800 Lincoln Way</u> <u>Ames, IA 50010</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>754423453003</u>	<u>Iowa State Highway Commission</u> <u>800 Lincoln Way</u> <u>Ames, IA 50010</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>754426206004</u>	<u>St Pauls Evangelical Lutheran</u> <u>1500 N 16th Street</u> <u>Council Bluffs, IA 51501</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>754426207003</u>	<u>Future Foam, Inc.</u> <u>1610 Avenue N</u> <u>Council Bluffs, IA 51501</u>	<u>\$14,019</u>	<u>\$0</u>	<u>\$14,019</u>
<u>754426207004</u>	<u>Jerold Schneider</u> <u>c/o Bruce Schneider</u> <u>205 Blanchard View Drive</u> <u>Whitefish, MT 59937</u>	<u>\$23,496</u>	<u>\$0</u>	<u>\$23,496</u>
<u>754426207007</u>	<u>Jerold Schneider</u> <u>c/o Bruce Schneider</u> <u>205 Blanchard View Drive</u> <u>Whitefish, MT 59937</u>	<u>\$43,125</u>	<u>\$323,610</u>	<u>\$366,735</u>
<u>N/A</u>	<u>Canadian National Railroad</u> <u>17641 S Ashland Avenue</u> <u>Homewood, IL 60430</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

EXISTING ZONING AND PROPOSED LAND USE

~~All properties within the Bluffs Northway Urban Revitalization Area are zoned. Properties north of the CNRR are designated PC/Planned Commercial District. The intent of the PC District is to provide for the development of retail shopping centers and other similar uses. Existing land uses include a 66,755,124,125 square foot commercial center under redevelopment and development, strip building comprised with several retail/commercial users and a 25,000 square foot adult day care facility (Immanuel Pathways) that was approved as a conditional use in 2011 (see Case# CU-11-003). Properties south of the CNRR are designated C-2/Commercial District. The intent of the C-2 District is to provide for the development of major commercial retail shopping and service areas adjacent to major traffic corridors. Existing land uses include a private school, professional offices, and vacant property.~~

The area surrounding the proposed urban revitalization area consists of a mixture of land uses and zoning districts. The following table describes the current zoning designations and land uses surrounding the ~~Bluffs Northway Urban Revitalization~~ Amended Area.

Direction	Zoning Designation	Land Use
North	PC/Planned Commercial District	Walmart (under construction)
South	C-2/General Commercial District	Commercial and Single Family
East	C-2/General Commercial District	Vacant
West	R-1 and R-3/ Multi-Family-Residential District	<u>Single and Multi-Family Apartments</u>

PROPOSALS FOR IMPROVING OR EXPANDING CITY SERVICES

The proposed ~~Bluffs Northway Urban Revitalization~~ Amended Area is currently served with all municipal services (sanitary sewer, water and storm sewer). These services have sufficient capacity to accommodate the redevelopment of the site. Electricity and gas service are also available to the project. The project is located adjacent to N 16th Street which is adequate to handle any additional traffic generated by the rehabilitation and redevelopment of this area.

RELOCATION PROVISIONS

Relocation is not anticipated.

OTHER PUBLIC ASSISTANCE

None

APPLICABILITY AND TAX EXEMPTION SCHEDULE

1. Eligibility - The ~~Bluffs Northway Urban Revitalization~~Amended Plan will apply to commercial, industrial and multi-family residential (12 or more units).

Both new construction and rehabilitation of existing structures will be eligible for tax abatement under the plan. Rehabilitation may include renovation of structures to bring it up to current code standards, remodeling and expansion. New construction of multi-family structures containing 12 or more units or the renovation of existing multi-family properties containing 3 or more units will also be eligible for property tax exemption under the plan.

2. Term - The term of this Plan shall be until June 30, 2028 or amended by City Council.

3. Commercial and Industrial

Ten Year - All eligible commercial and industrial real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten years. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- a. For the first year, eighty percent.
- b. For the second year, seventy percent.
- c. For the third year, sixty percent.
- d. For the fourth year, fifty percent.
- e. For the fifth year, forty percent.
- f. For the sixth year, forty percent.
- g. For the seventh year, thirty percent.
- h. For the eighth year, thirty percent.
- i. For the ninth year, twenty percent.
- j. For the tenth year, twenty percent.

-OR-

Three Year - All eligible commercial and industrial real estate is eligible to receive a one hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years.

4. Multi-Family New Construction (12 or more units) - All eligible multi-family construction shall be eligible to receive a 100% exemption for a period of four years.

5. Multi-Family Rehabilitation (3 or more units) - All eligible multi-family rehabilitation projects shall be eligible to receive a 100% exemption for a period of ten years.

6. Improvements - Improvements shall include commercial and industrial rehabilitation and additions to existing structures as well as new construction on vacant land or on land with existing structures. Improvements involving multi-family projects shall include new construction of projects

resulting in 12 or more units or the rehabilitation of existing multi-family projects containing 3 or more units (assessed as commercial property). In addition, all improvements must result in the following increases in value:

- For non-residential property, improvements must increase the actual value of the structure by at least 15%. If more than one building is located on the property, the 15% increase requirement applies only to the structure or structures upon which the improvements were made.
- For residential property, the improvement must increase the actual value of the structure by at least 10%.
- If no structures were located on the property prior to the improvements, any improvements may qualify.

7. Actual Value - Actual value added by the improvements means the actual value added as of the first year for which the exemption was received. However, if such construction was begun one year prior to the adoption by the City of a Plan of Urban Revitalization pursuant to Chapter 404 of the Iowa Code, the value added by such construction, shall not constitute an increase in value for purposes of qualifying for the exemptions listed in this section.

APPLICATION AND REVIEW PROCESS

Upon completion of all improvements made within the assessment year for which the exemption is first claimed, the owner shall use the following procedure to secure the tax exemption.

1. The applicant requests a conference with the Community Development Department to discuss applicability of the request to established policy and review the application process.
2. The applicant completes the required forms and submits them along with all required data by January 31st to the Community Development Department. As part of the acceptance procedure, the Community Development Department shall review the submission for completeness. If there is a deficiency, the Department shall notify the applicant within seven (7) days.
3. The Department shall review the application according to the following criteria: 1) conformance with the Urban Revitalization Plan; 2) a finding that the site is within a designated area; 3) a finding that the work has been completed within the time required to qualify for abatement in the assessment year; 4) a finding that the application is consistent with Chapter 404 of the Iowa Code; and 5) a finding that the application is consistent with all applicable city codes and ordinances.
4. Upon review of the application, the Community Development Department will prepare a recommendation and schedule the proposal for City Council consideration.

5. By resolution, the City Council will accept the application and improvements as consistent with the intent of this plan and state law.
6. The City Council will then direct the Community Development Department to transmit a copy of the case file to the Assessor's Office by March 1st as required by Chapter 404 of the Iowa Code.

EXHIBIT "A"
PARCEL REPORTS

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

7544 23 405 004

--- Permanent Property Address ---
GORDMAN BLUFFS NORTHWAY LLC
1720 N 16TH ST
COUNCIL BLUFFS, IA 51501

----- Mailing Address -----
GORDMAN BLUFFS NORTHWAY LLC
444 REGENCY PARKWAY DR STE 202
OMAHA, NE 68114

=====
District: 000 CO BLUFFS CITY/CO BLUFFS

=====
REAL ESTATE TAX
Click [here](#) for treasurer real estate tax information.

=====
LEGAL DESCRIPTION
WALMART BLUFFS NORTHWAY LT 2

===== ASSESSED VALUE =====							
land	dwelling	land	building	total	ag acres	year	class
\$276,500	\$0		\$0	\$276,500		2014	C
\$276,500	\$0		\$0	\$276,500		2015	C
\$307,400	\$0		\$196,432	\$503,832		2016	C

=====
OWNERS
1 D GORDMAN BLUFFS NORTHWAY LLC book/page: [2013/2057](#) D

=====
EXEMPTIONS & CREDITS

2014 BPTC	\$372.20	
2015 BPTC	\$519.92	
2016 CE06-10 YR PHASE IN	\$785,727.00	COMM 10 YR PHASE IN

=====
ASSESSMENT DATA

PDF: 8 MAP: 2-8 C.B COMMERCIAL

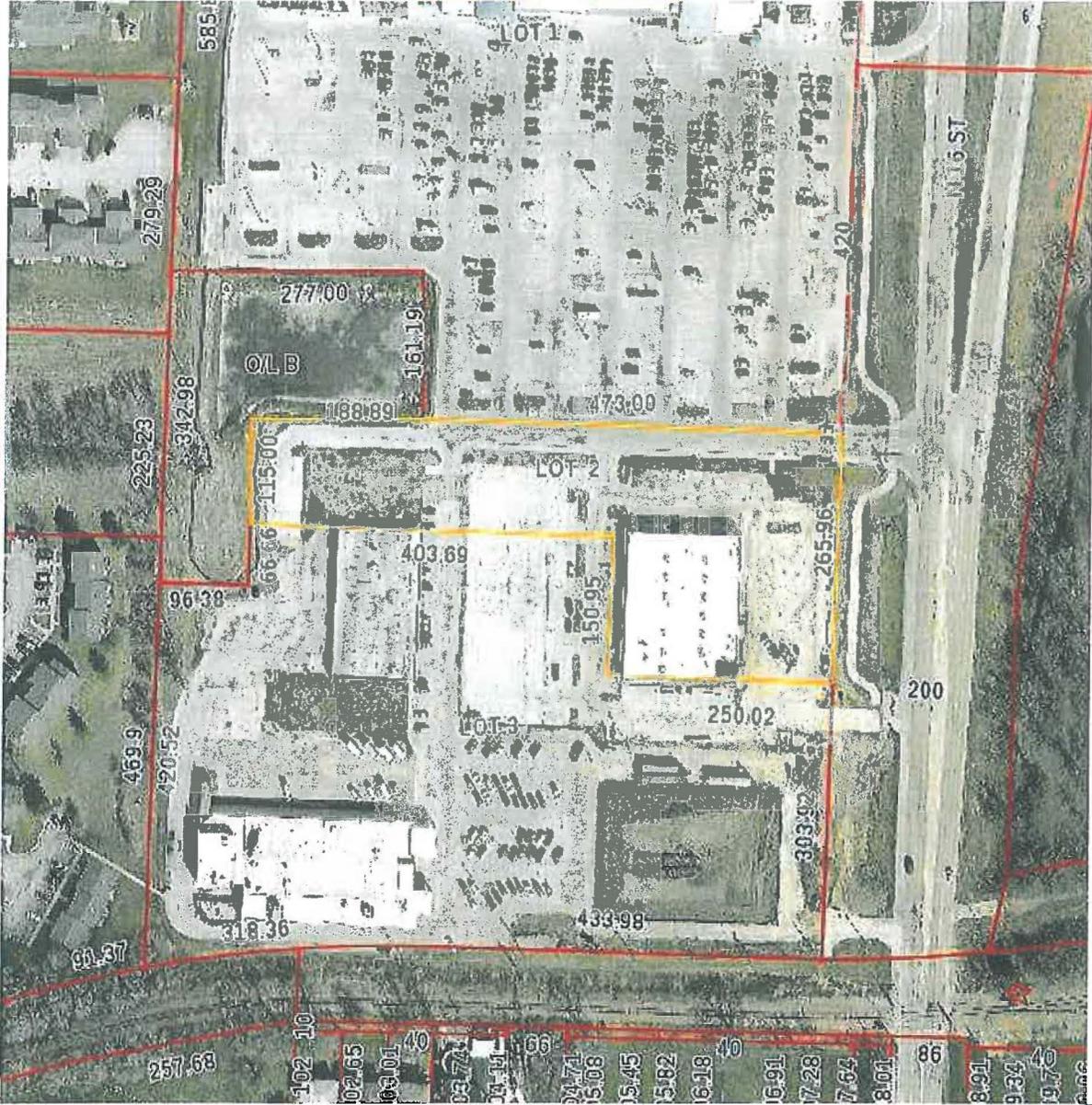
Interior Listing: Inspected Date Listed: 12/30/2015 JC Date Reviewed: 12/30/2015 JC

LAND.....112820 sqFt 2.59 acres
YARD EXTRAS..Lump Sum Partial Construction Quantity=0.00 Square Feet, Height=0



1720 N 16TH ST, GORDMAN BLUFFS NORTHWAY LLC, 1 12/30/2015

[Zoom Out](#) [Zoom In](#)



1200ft x 1200ft

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See [more maps](#) at the [County GIS Department](#).

As of:

[Find Property](#) [Res Sales](#) [Com DOVs](#)

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

7544 23 405 005

--- Permanent Property Address ---	----- Mailing Address -----
GORDMAN BLUFFS NORTHWAY LLC	GORDMAN BLUFFS NORTHWAY LLC
1702 N 16TH ST	444 REGENCY PARKWAY DR STE 202
COUNCIL BLUFFS, IA 51501	OMAHA, NE 68114

District: 000 CO BLUFFS CITY/CO BLUFFS

=====
Click [here](#) for treasurer real estate tax information.
=====

=====
LEGAL DESCRIPTION
=====

WALMART BLUFFS NORTHWAY LT 3

=====
ASSESSED VALUE
=====

land	dwelling	land	building	total	ag acres	year	class
\$544,500	\$0		\$1,276,300	\$1,820,800		2014	C
\$544,500	\$0		\$1,276,300	\$1,820,800		2015	C
\$544,500	\$0		\$1,276,300	\$1,820,800		2016	C

=====
OWNERS
=====

1 D GORDMAN BLUFFS NORTHWAY LLC book/page: [2013/2057](#) D

=====
EXEMPTIONS & CREDITS
=====

2014 BPTC	\$2,450.97
2015 BPTC	\$3,423.75

=====
ASSESSMENT DATA
=====

PDF: 8 MAP: 14-8 C.B COMMERCIAL

Interior Listing: Inspected Date Listed: 02/19/2014 JC Date Reviewed: 02/19/2014 JC

LAND.....300128 sqFt 6.89 acres

Commercial Building 1 of 2 -- Office - Medical / Dental (502)
STRUCTURE....1 story 14792 base SF 0 bsmt SF 28518 gross SF
Year Built: 1978 Eff Year: 1978 Condition: Very Good

VERTICALS....Foundation: C'Blk or Tile
Reinforced Concrete
Ext Wall: Brick on Block - 8"
Int Wall: Drywall or Equiv.
Front/Doors: Average Cost Front
Windows: Comm. Steel Sash

HORIZONTALS..Basement: Incl. w / Base
Roof: Tar and Gravel/ Wood Dk
Ceiling: Suspended Blk-Fiber
Drywall
Struc Floor: Concrete
Floor Cover: Terrazzo

Quarry Tile
Carpet
Partitions: Incl. w / Base
Framing: Steel - Light
HVAC: Package AC
Lighting: Medical Office Buildings
Sprinklers: Concealed Wet

PLUMBING....Toilet Room (13)
Lavatory (12)
Water Closet (3)
Sink-Kitchen (2)
Stainless Stl Triple Sinks - 6' (2)
Whirlpool Bath - 3-Fixture (1)
3-Fixture Bathroom (2)

ADJUSTMENTS..Canopy - attached (300)
Canopy - attached (750)
Mezzanine - storage (608)
Mezzanine - finished(no a/c) (298)

Sprinkler - exposed wet (14792)

Commercial Building 1 of 2 Addition 1 -- Office - Medical / Dental (502)

STRUCTURE....1 story 975 base SF 0 bsmt SF
Year Built: 1996 Eff Year: 1996 Condition: Very Good

VERTICALS....Foundation: Reinforced Concrete

Ext Wall: Brick on Block - 8"

Int Wall: Drywall or Equiv.

Front/Doors: Incl. w / Base

Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base

Roof: 4-Ply Compo/Stl Bar Joist

Ceiling: Suspended Blk-M'Ral

Struc Floor: 4" R'Concrete

Floor Cover: Asphalt Tile

Partitions: Incl. w / Base

Framing: Steel - Light

HVAC: Combination FHA - AC

Lighting: Medical Office Buildings

Sprinklers: Exposed Wet

ADJUSTMENTS..Sprinkler - exposed wet (975)

Commercial Building 1 of 2 Addition 2 -- Warehouse (701)

STRUCTURE....1 story 1930 base SF 0 bsmt SF
Year Built: 1996 Eff Year: 1996 Condition: Normal

VERTICALS....Foundation: Reinforced Concrete

Ext Wall: C'Blk or Tile - 8"

Int Wall: Unfinished

Front/Doors: Incl. w / Base

Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base

Roof: 4-Ply Compo/Stl Bar Joist

Ceiling: Unfinished

Struc Floor: Incl. w/ Base

Partitions: Incl. w / Base

Framing: Steel - Light

R'Conc - Light

HVAC: Suspended Gas Unit

Lighting: Warehouse

Sprinklers: Exposed Wet

ADJUSTMENTS..Sprinkler - exposed wet (1930)

BLDG EXTRAS..2 Door: O.H. Door - Manual, 8 Ft Wide, 10 Ft High

Commercial Building 1 of 2 Addition 3 -- Warehouse (701)

STRUCTURE....2 story 2400 base SF 0 bsmt SF
Year Built: 1996 Eff Year: 1996 Condition: Normal

VERTICALS....Foundation: Reinforced Concrete

Ext Wall: Brick on Block - 8"

C'Blk or Tile - 8"

Int Wall: Unfinished

Drywall or Equiv.

Front/Doors: Incl. w / Base

Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base

Roof: 4-Ply Compo/Stl Bar Joist

Ceiling: Suspended Blk-M'Ral

Unfinished

Struc Floor: Incl. w/ Base

R'Conc-Self Support.

Floor Cover: Asphalt Tile

Partitions: Incl. w / Base

Framing: Steel - Light

HVAC: Combination FHA - AC

Lighting: Warehouse

Sprinklers: Exposed Wet

ADJUSTMENTS..Sprinkler - exposed wet (4800)

Commercial Building 1 of 2 Addition 4 -- Office - Medical / Dental (502)

STRUCTURE....1 story 5160 base SF 0 bsmt SF

Year Built: 1996 Eff Year: 1996 Condition: Very Good

VERTICALS....Foundation: Reinforced Concrete

Ext Wall: Brick on Block - 8"

C'Blk or Tile - 8"

Int Wall: Drywall or Equiv.

Front/Doors: Incl. w / Base

Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base

Roof: 4-Ply Compo/Stl Bar Joist

Ceiling: Suspended Blk-M'Ral

Struc Floor: Incl. w/ Base

Floor Cover: Asphalt Tile

Partitions: Incl. w / Base

Framing: Steel - Light

HVAC: Combination FHA - AC

Lighting: Medical Office Buildings

Sprinklers: Exposed Wet

PLUMBING.....Sink-Kitchen (5)

Toilet Room (2)

ADJUSTMENTS..Sprinkler - exposed wet (5160)

Commercial Building 1 of 2 Addition 5 -- Office - Medical / Dental (502)

STRUCTURE....1 story 861 base SF 0 bsmt SF

Year Built: 2002 Eff Year: 2002 Condition: Very Good

VERTICALS....Foundation: Reinforced Concrete

Ext Wall: Brick on Block - 8"

C'Blk or Tile - 8"

Int Wall: Drywall or Equiv.

Front/Doors: Incl. w / Base

Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base

Roof: 4-Ply Compo/Stl Bar Joist

Ceiling: Suspended Blk-M'Ral

Struc Floor: 4" R'Concrete

Floor Cover: Asphalt Tile

Partitions: Incl. w / Base

Framing: Steel - Light

HVAC: Combination FHA - AC

Lighting: Medical Office Buildings

Sprinklers: Exposed Wet

ADJUSTMENTS..Sprinkler - exposed wet (861)

Commercial Building 2 of 2 -- Shopping Center - Neighborhood (205)

STRUCTURE....1 story 12800 base SF 0 bsmt SF 12800 gross SF

Year Built: 1984 Eff Year: 1984 Condition: Normal

VERTICALS....Foundation: Reinforced Concrete w/o Bsmt

Ext Wall: Mtl/ Stl/ Insul (80'-99' Wide)

EIFS

Int Wall: Drywall or Equiv.

Front/Doors: Average Cost Front

Windows: Comm. Steel Sash

HORIZONTALS..Roof: Metal/ Stl/ Insul (80'-99' Wide)

Ceiling: Suspended Blk-Fiber

Struc Floor: R' Concrete

Floor Cover: Carpet

Asphalt Tile

Partitions: Drywall

Framing: Steel - Light

HVAC: Combination FHA - AC

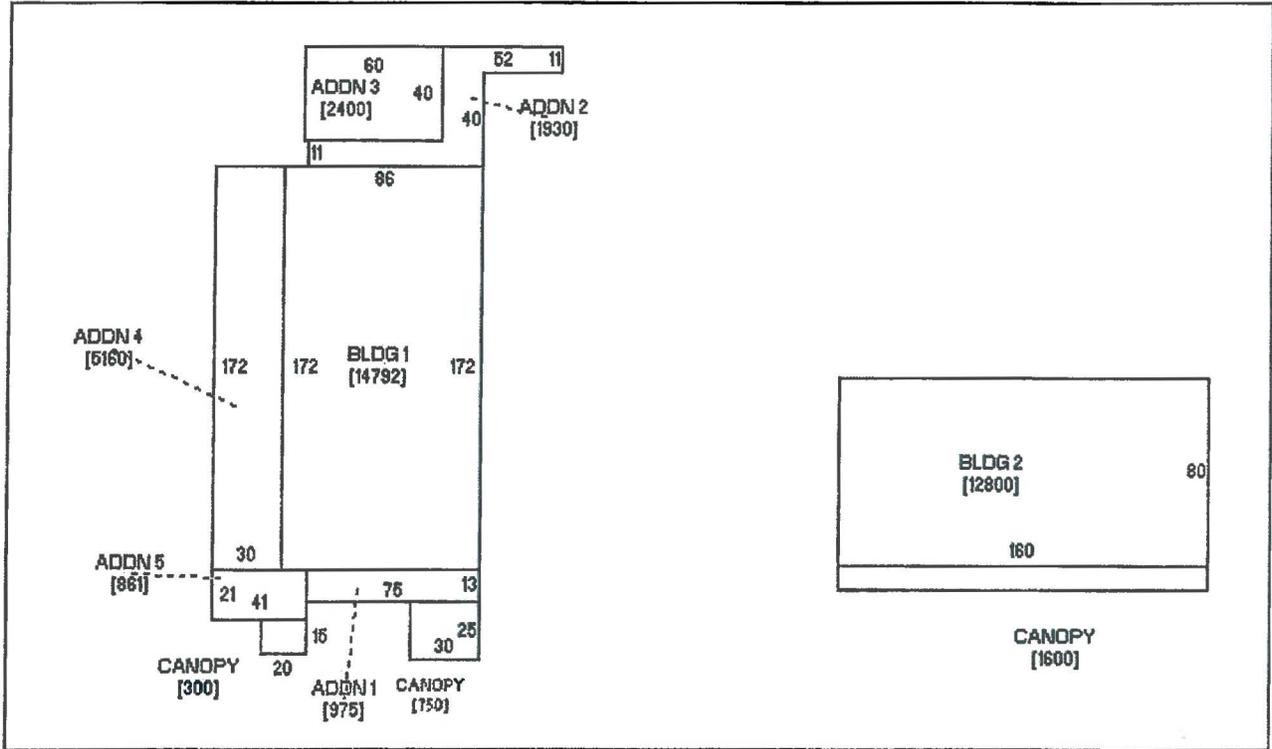
Lighting: Shopping Centers (Neighborhood)

PLUMBING.....Lavatory (2)

Toilet Room (8)

- ADJUSTMENTS..Interior - No Finish (1600)
- Interior - No Finish (2400)
- Interior - No Finish (2400)
- Interior - No Finish (3200)
- Canopy - attached (1600)

- YARD EXTRAS..Paving 8,000 SF, Concrete Parking, Average Pricing, Lighting: Average
- Paving 184,000 SF, Asphalt Parking, Average Pricing, Lighting: Average
- Porch (Commercial) 1,250 SF, Patio - Conc / Brick, Average Pricing
- Fencing - Vinyl 6 Ft High, 125 LF, Average Fence Pricing, 0 LF gate



1702 N 16TH ST, GORDMAN BLUFFS NORTHWAY LLC



1702 N 16TH ST, GORDMAN BLUFFS NORTHWAY LLC, 1 12/30/2013

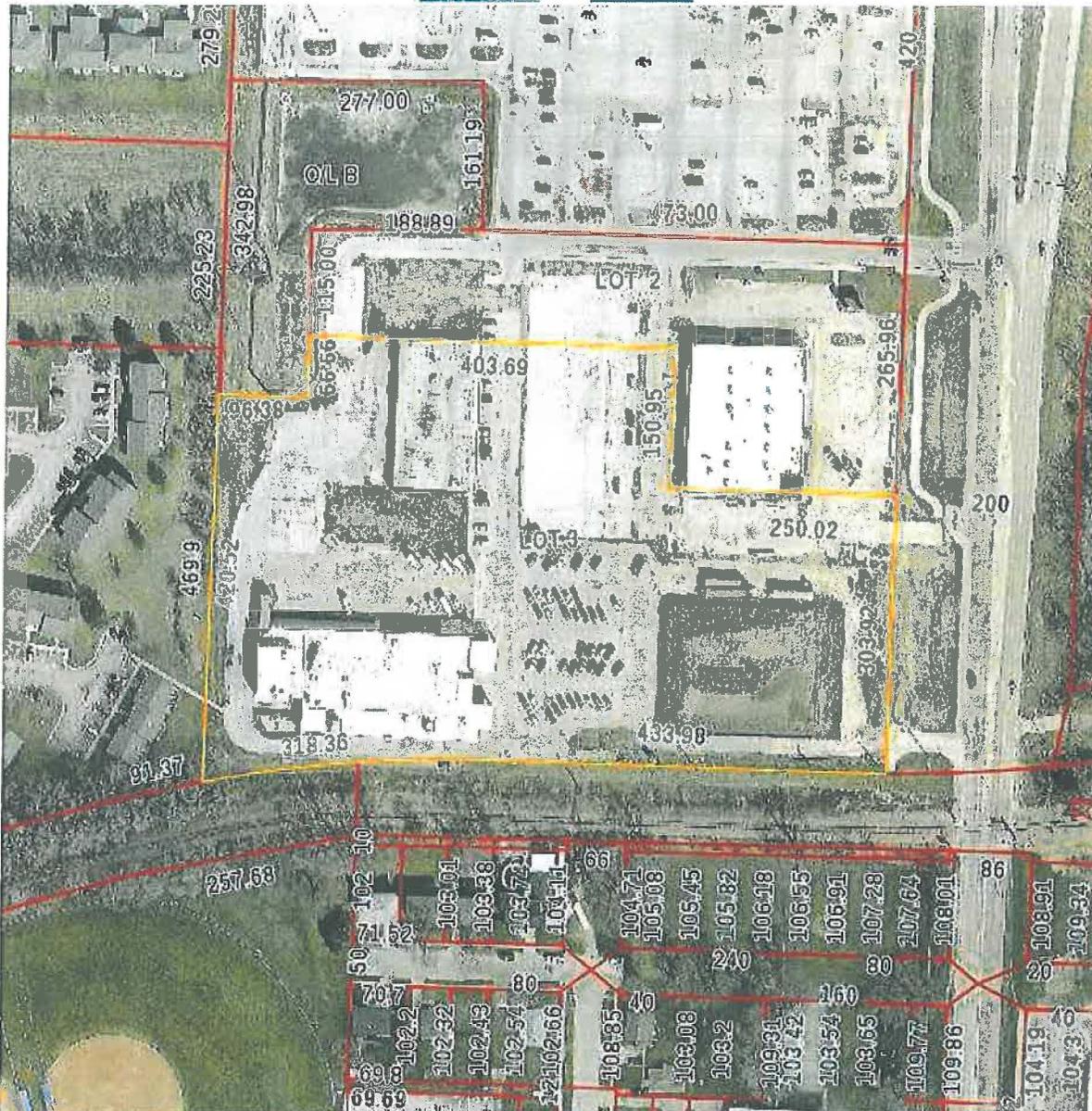


1702 N 16TH ST, GORDMAN BLUFFS NORTHWAY LLC, 2 12/30/2013



1702 N 16TH ST, GORDMAN BLUFFS NORTHWAY LLC, 3 12/30/2013

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7544 23 453 003

--- Permanent Property Address ---
IOWA STATE HIGHWAY COMMISSION

----- Mailing Address -----
IOWA STATE HIGHWAY COMMISSION

=====
District: 000 CO BLUFFS CITY/CO BLUFFS

=====
Click [here](#) for treasurer real estate tax information.

=====
LEGAL DESCRIPTION

BELMONT ADD LT 10

=====
ASSESSSED VALUE

land	dwelling	land	building	total	ag acres	year	class
\$0	\$0		\$0	\$0		2014	R
\$0	\$0		\$0	\$0		2015	R
\$0	\$0		\$0	\$0		2016	R

=====
OWNERS

1 D IOWA STATE HIGHWAY COMMISSION book/page:

=====
EXEMPTIONS & CREDITS

2013 RL03	\$0.00	GOVERNMENT LAND
2014 RL03	\$0.00	GOVERNMENT LAND
2015 RL03	\$0.00	GOVERNMENT LAND
2016 RL03	\$0.00	GOVERNMENT LAND

=====
ASSESSMENT DATA

PDF: 1 MAP: 2

Interior Listing: Inspected Date Listed: 04/20/1994 RC Date Reviewed: 08/02/1995 JL

LAND.....4320 sqFt .10 acres

Lot 1: Frontage	Rear	Side-1	Side-2	Rear-Lot
40	40	108	108	

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

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7544 23 456 003

--- Permanent Property Address ---
IOWA STATE HIGHWAY COMMISSION

----- Mailing Address -----
IOWA STATE HIGHWAY COMMISSION

=====
District: 000 CO BLUFFS CITY/CO BLUFFS

=====
REAL ESTATE TAX =====
Click [here](#) for treasurer real estate tax information.

=====
LEGAL DESCRIPTION =====
BELMONT ADD LT 37 & N1/2 VAC ALLEY ADJ

===== ASSESSED VALUE =====							
land	dwelling	land	building	total	ag acres	year	class
\$0	\$0		\$0	\$0		2014	R
\$0	\$0		\$0	\$0		2015	R
\$0	\$0		\$0	\$0		2016	R

=====
OWNERS =====
1 D IOWA STATE HIGHWAY COMMISSION book/page:

===== EXEMPTIONS & CREDITS =====		
2013 RL03	\$0.00	GOVERNMENT LAND
2014 RL03	\$0.00	GOVERNMENT LAND
2015 RL03	\$0.00	GOVERNMENT LAND
2016 RL03	\$0.00	GOVERNMENT LAND

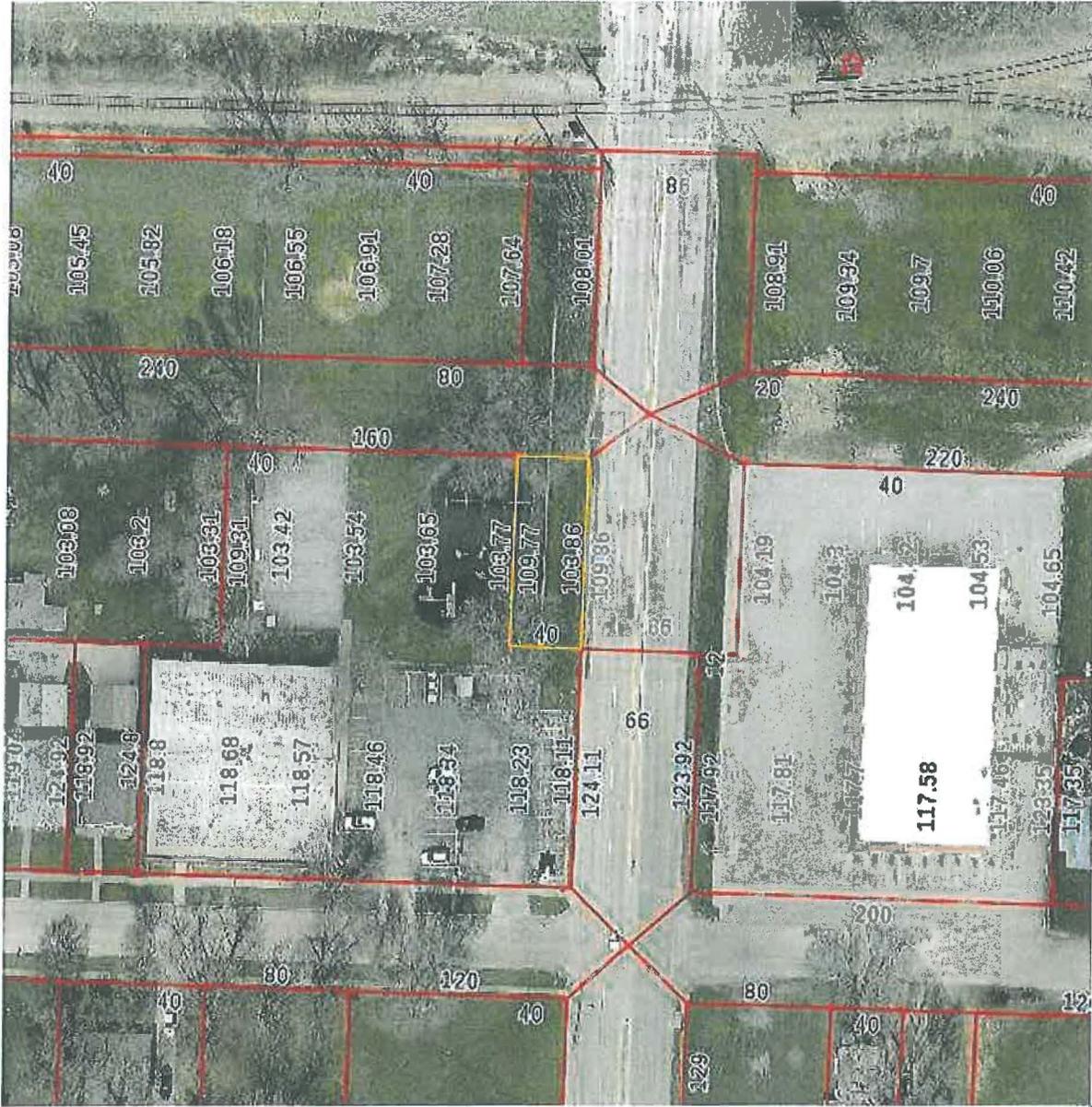
=====
ASSESSMENT DATA =====
PDF: 1 MAP: 2

Interior Listing: Inspected Date Listed: 04/20/1994 RC Date Reviewed: 08/02/1995 JL

LAND.....4400 sqFt .10 acres

Lot 1: Frontage	Rear	Side-1	Side-2	Rear-Lot
40	40	110	110	

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

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As of:

[Find Property](#) [Res Sales](#) [Com DOVs](#)

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

7544 26 206 004

--- Permanent Property Address ---
ST PAULS EVANGELICAL LUTHERAN
1500 N 16TH ST
COUNCIL BLUFFS, IA 51501

----- Mailing Address -----
ST PAULS EVANGELICAL LUTHERAN
239 FRANK ST
COUNCIL BLUFFS, IA 51503

District: 000 CO BLUFFS CITY/CO BLUFFS

===== REAL ESTATE TAX =====

Click [here](#) for treasurer real estate tax information.

===== LEGAL DESCRIPTION =====

BELMONT ADD LTS 11 THRU 18 & 33 THRU 36 & 56 THRU 61 & N1/2 VAC ALLEY ADJ LTS 33 THRU 36 & S1/2 VACALLEY ADJ LTS 56THRU 61

===== ASSESSED VALUE =====

land	dwelling	land	building	total	ag acres	year	class
\$0	\$0		\$0	\$0		2014	C
\$0	\$0		\$0	\$0		2015	C
\$0	\$0		\$0	\$0		2016	C

===== OWNERS =====

1 D ST PAULS EVANGELICAL LUTHERAN book/page: [2008/4575](#) D

===== EXEMPTIONS & CREDITS =====

2013 BE22	\$506,920.00	RELIGIOUS SCHOOLS
2013 LE22	\$80,109.00	RELIGIOUS SCHOOLS
2014 BE22	\$506,920.00	RELIGIOUS SCHOOLS
2014 LE22	\$80,109.00	RELIGIOUS SCHOOLS
2015 BE22	\$506,920.00	RELIGIOUS SCHOOLS
2015 LE22	\$80,109.00	RELIGIOUS SCHOOLS
2016 BE22	\$506,920.00	RELIGIOUS SCHOOLS
2016 LE22	\$80,109.00	RELIGIOUS SCHOOLS

===== ASSESSMENT DATA =====

PDF: 8 MAP: 2-8 C.B COMMERCIAL

Sale Date	Amount	Code	Book/Page	
03/28/2008	393665	D003	2008/04575	multiple parcel sale
06/18/2004	550000	D022	105/01603	multiple parcel sale
06/15/1999	550000	C050	099/65185	multiple parcel sale

Interior Listing: Inspected Date Listed: 06/18/2008 PR Date Reviewed: 06/18/2008 PR

LAND.....81849 sqFt 1.88 acres

Commercial Building 1 of 1 -- Office - General (501)

DBA: ST. PAUL'S LUTHERAN CENTER

STRUCTURE....1 story 10928 base SF 0 bsmt SF 10928 gross SF
Year Built: 1981 Eff Year: 1981 Condition: Normal

VERTICALS....Foundation: Reinforced Concrete
C'Blk or Tile

Ext Wall: Brick on Block - 8"
C'Blk or Tile - 8"

Int Wall: Drywall or Equiv.

WallFace: Face Brick Veneer

Front/Doors: Incl. w / Base

Windows: Comm. Steel Sash

HORIZONTALS...Basement: Incl. w / Base

Roof: Mtl/ Stl/ Insul.

Ceiling: Suspended Blk-Fiber
Drywall

Struc Floor: 4" R'Concrete

Floor Cover: Carpet

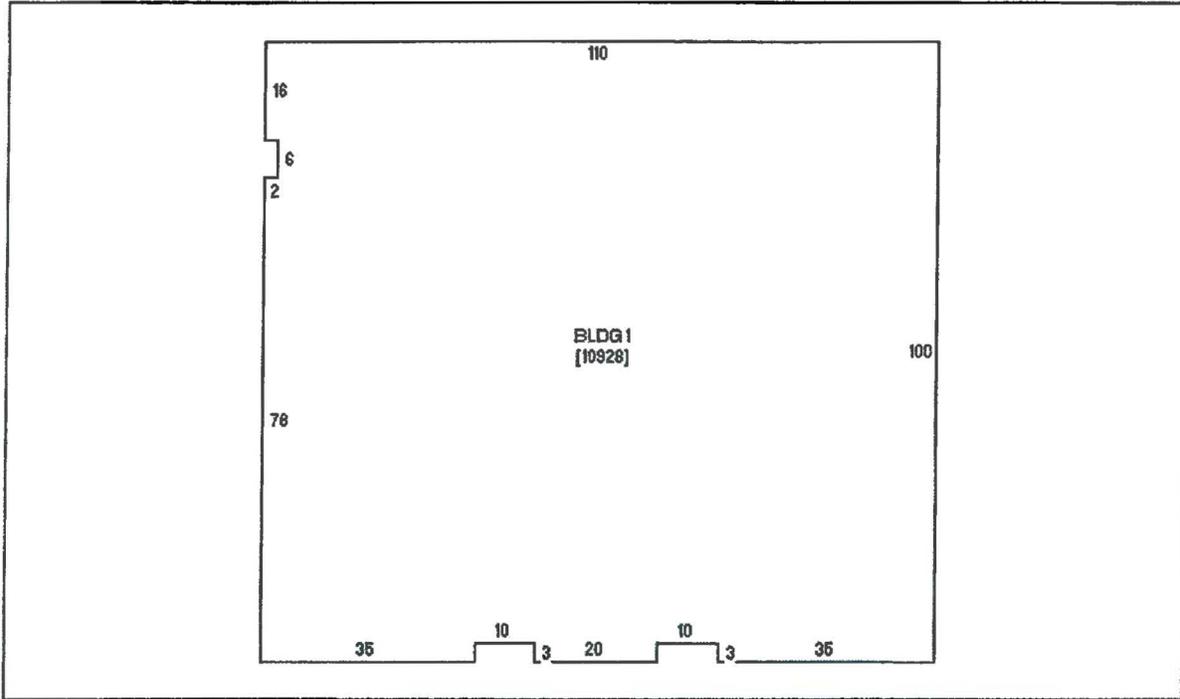
Quarry Tile

Ceramic

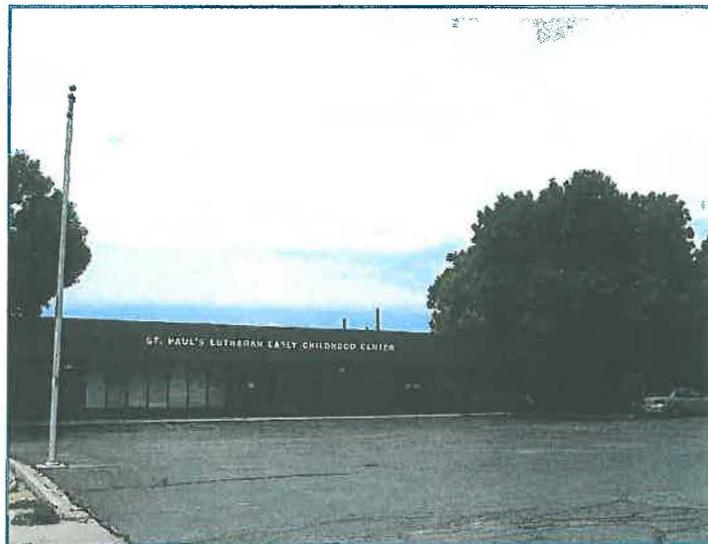
Partitions: Incl. w / Base

Framing: Steel - Light

HVAC: Package AC
 Lighting: Office
 PLUMBING....Lavatory (6)
 Water Closet (7)
 Urinal - Wall (3)
 Sink-Kitchen (1)
 ADJUSTMENTS..Sprinkler - exposed wet (10928)
 YARD EXTRAS..PAVING 13,000 SF, Asphalt Parking, Average Pricing
 YARD LIGHTING-MERCURY 1 Poles, 20 Pole Ht, 1 Lights, 400 Watts
 Shed W12.00 x L16.00 192 SF, Frame, Average Pricing



1500 N 16TH ST, ST PAULS EVANGELICAL LUTHERAN



1500 N 16TH ST, ST PAULS EVANGELICAL LUTHERAN, 1 06/18/2008

[Zoom Out](#) [Zoom In](#)

Find Property Res Sales Comm/Ind Sales

7544 26 207 003

--- Permanent Property Address ---
FUTURE FOAM INC

----- Mailing Address -----
FUTURE FOAM INC
1610 AVE N
COUNCIL BLUFFS INC, 51501

=====
District: 000 CO BLUFFS CITY/CO BLUFFS

=====
REAL ESTATE TAX

Click [here](#) for treasurer real estate tax information.

=====
LEGAL DESCRIPTION

BELMONT ADD LTS 79 & 80 & 1/2 VAC ALLEY ADJ

=====
ASSESSED VALUE

land	dwelling	land	building	total	ag acres	year	class
\$14,019	\$0		\$0	\$14,019		2014	R
\$14,019	\$0		\$0	\$14,019		2015	R
\$14,019	\$0		\$0	\$14,019		2016	R

=====
OWNERS

1 D FUTURE FOAM INC book/page: 97/30456 D

=====
EXEMPTIONS & CREDITS

=====
ASSESSMENT DATA

PDF: 1 MAP: 2

Sale Date	Amount	Code	Book/Page
07/05/2016	15000	<u>D1</u>	<u>2016/09475</u>
02/11/1997	39900	<u>D001</u>	097/30456
12/28/1993	18500	<u>D022</u>	094/23974
12/28/1993	30000	<u>D000</u>	094/23975
05/24/1990	0	<u>D049</u>	090/25853

Interior Listing: Inspected Date Listed: 06/04/2004 KK Date Reviewed: 06/04/2004 KK

LAND.....10800 sqFt .25 acres
Lot 1: Frontage Rear Side-1 Side-2 Rear-Lot
80 80 135 135

Zoom Out Zoom In



600ft x 600ft

Click any parcel to go to its web page
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As of

[Find Property](#) [Res Sales](#) [ComDOVs](#)

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

7544 26 207 004

--- Permanent Property Address ---
SCHNEIDER, JEROLD

----- Mailing Address -----
SCHNEIDER, JEROLD
C/O BRUCE SCHNEIDER
205 BLANCHARD VIEW DR
WHITEFISH, MT 59937

=====
District: 000 CO BLUFFS CITY/CO BLUFFS

=====
REAL ESTATE TAX

Click [here](#) for treasurer real estate tax information.

=====
LEGAL DESCRIPTION

BELMONT ADD LTS 81 THRU 83 & 1/2 VAC ALLEY ADJ

=====
ASSESSED VALUE

land	dwelling	land	building	total	ag acres	year	class
\$23,496	\$0		\$0	\$23,496		2014	R
\$23,496	\$0		\$0	\$23,496		2015	R
\$23,496	\$0		\$0	\$23,496		2016	R

=====
OWNERS

- 1 D SCHNEIDER, JEROLD book/page: 2016/6644 D
- 2 D REICHSTADT, CAROL TRUST
- 3 T REICHSTADT, JEANNE
- 4 T SCHNEIDER, BRUCE

=====
EXEMPTIONS & CREDITS

=====
ASSESSMENT DATA

PDF: 1 MAP: 2

Sale Date	Amount	Code	Book/Page	
05/09/2016	0	D38	2016/06644	<u>multiple parcel sale</u>
10/21/2015	0	D17	2015/14492	<u>multiple parcel sale</u>
10/30/2012	0	D38	2012/16816	<u>multiple parcel sale</u>
08/22/2012	0	D17	2012/13250	<u>multiple parcel sale</u>
08/22/2012	0	D17	2012/13259	<u>multiple parcel sale</u>
12/29/1993	35500	D020	094/23972	

Interior Listing: Inspected Date Listed: 04/20/1994 RC Date Reviewed: 08/02/1995 JL

LAND.....16200 sqFt .37 acres
Lot 1: Frontage Rear Side-1 Side-2 Rear-Lot
120 120 135 135

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of:

[Find Property](#) [Res Sales](#) [ComDOVs](#)

Find Property Res Sales Comm/Ind Sales

7544 26 207 007

--- Permanent Property Address ---
SCHNEIDER, JEROLD
1610 AVE N
COUNCIL BLUFFS, IA

----- Mailing Address -----
SCHNEIDER, JEROLD
C/O BRUCE SCHNEIDER
205 BLANCHARD VIEW DR
WHITEFISH, MT 59937

=====
District: 000 CO BLUFFS CITY/CO BLUFFS

=====
REAL ESTATE TAX

Click [here](#) for treasurer real estate tax information.

=====
LEGAL DESCRIPTION

BELMONT ADD LTS 102 THRU 106 & 1/2 VAC ALLEY ADJ

=====
ASSESSED VALUE

land	dwelling	land	building	total	ag acres	year	class
\$43,125	\$0		\$323,610	\$366,735		2014	C
\$43,125	\$0		\$323,610	\$366,735		2015	C
\$43,125	\$0		\$323,610	\$366,735		2016	C

=====
OWNERS

- 1 D SCHNEIDER, JEROLD book/page: 2016/6644 D
- 2 D REICHSTADT, CAROL TRUST
- 3 T REICHSTADT, JEANNE
- 4 T SCHNEIDER, BRUCE

=====
EXEMPTIONS & CREDITS

2014 BPTC \$2,823.17
 2015 BPTC \$3,943.67

=====
ASSESSMENT DATA

PDF: 8 MAP: 2-8 C.B COMMERCIAL

Sale Date	Amount	Code	Book/Page	
05/09/2016	0	D38	2016/06644	multiple parcel sale
10/21/2015	0	D17	2015/14492	multiple parcel sale
10/30/2012	0	D38	2012/16816	multiple parcel sale
08/22/2012	0	D17	2012/13259	multiple parcel sale
01/06/1994	27000	D020	094/23973	

Interior Listing: Inspected Date Listed: 01/23/1995 JC Date Reviewed: 05/23/1995 TCG

LAND.....27000 sqFt .62 acres
 Lot 1: Frontage Rear Side-1 Side-2 Rear-Lot
 135 135 200 200

Commercial Building 1 of 1 -- Office - General (501)

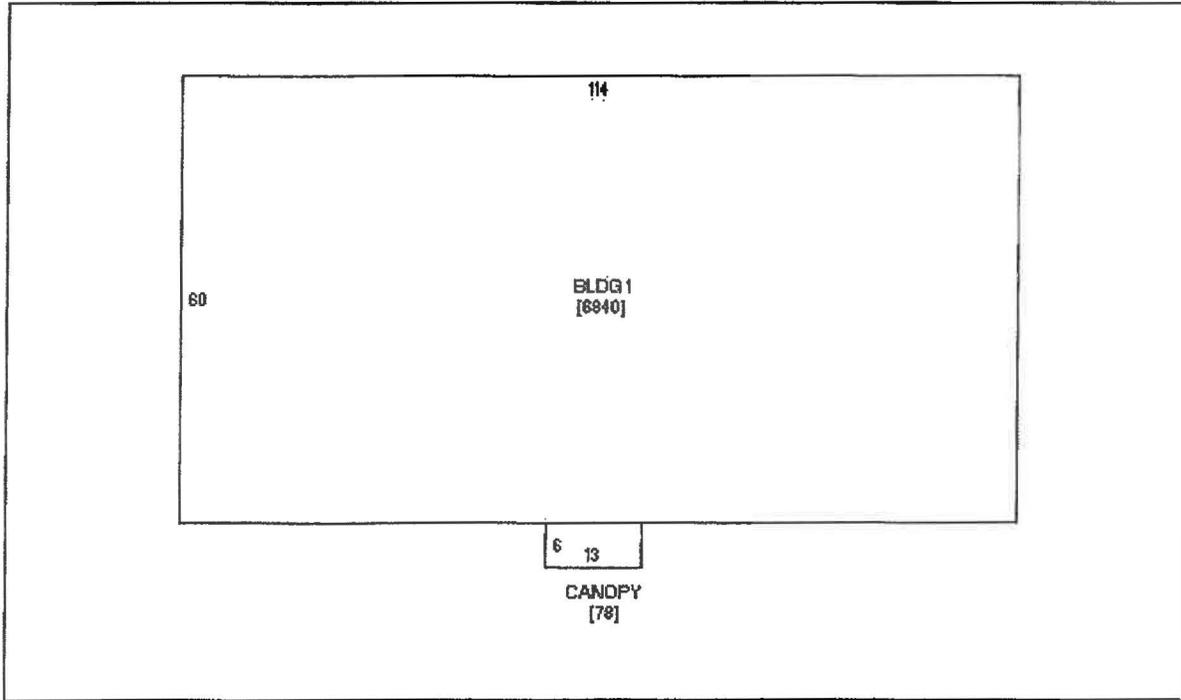
DBA: FUTURE FOAM

STRUCTURE....1 story 6840 base SF 0 bsmt SF 6840 gross SF
 Year Built: 1994 Eff Year: 1994 Condition: Normal

VERTICALS...Foundation: C'Blk or Tile
 Reinforced Concrete
 Ext Wall: C'Blk or Tile - 8"
 Int Wall: Drywall or Equiv.
 Front/Doors: Incl. w / Base
 Windows: Aluminum Casement

HORIZONTALS..Basement: Incl. w / Base
 Roof: Asph. Shingle/ Wood Dk
 Ceiling: Drywall
 Suspended Blk-Fiber
 Struc Floor: 4" R'Concrete
 Floor Cover: Carpet
 Asphalt Tile
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC
 Lighting: Office

- PLUMBING...3-Fixture Bathroom (3)
 - Lavatory (1)
 - Water Closet (1)
 - Urinal - Wall (1)
 - Sink-Service (Fiberglass) (1)
- ADJUSTMENTS..Canopy - attached (78)
- YARD EXTRAS..PAVING 480 SF, Concrete Parking, Average Pricing
- PAVING 8,400 SF, Asphalt Parking, Average Pricing

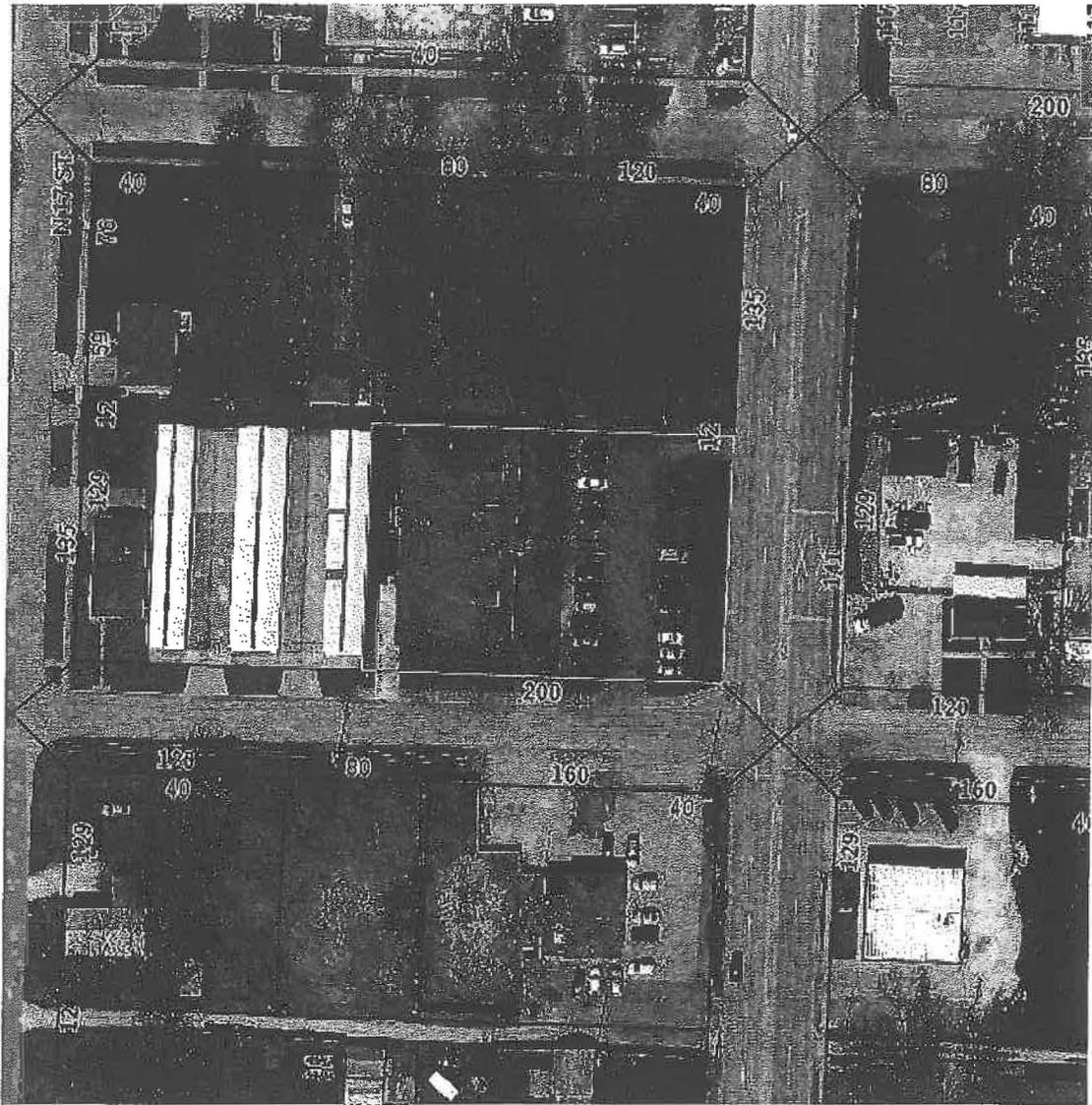


1610 AVE N, SCHNEIDER, JEROLD



1610 AVE N, SCHNEIDER, JEROLD, 1 01/01/1996

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of:

[Find Property](#) [Res Sales](#) [ComDOVs](#)

RESOLUTION NO. 16-214

A RESOLUTION OF NECESSITY AND INTENT TO AMEND THE BLUFFS NORTHWAY URBAN REVITALIZATION AREA.

WHEREAS, on June 9, 2015, City Council adopted Resolution No. 14-155 approving the Bluffs Northway Urban Revitalization Plan; and

WHEREAS, on July 25, 2016, City Council adopted Resolution No. 16-200 directing staff to prepare amendments for the Bluffs Northway Urban Revitalization Plan to assist in the expansion of Future Foam; and

WHEREAS, an amended plan has been prepared a plan in accordance with Section 404.2 of the Iowa Code; and

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

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

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

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

BE IT FURTHER RESOLVED

That the City Council directs the City Clerk to set this matter for public hearing on September 26, 2016.

**ADOPTED
AND
APPROVED:**

August 22, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Memo

To: Members of City Council

From: Mayor Matt Walsh

Date: August 15, 2016

Re: Appointments for August 22, 2016 City Council Meeting

With City Council concurrence, I would like to make the following appointments:

CITIZEN/POLICE ADVISORY BOARD

Appoint the following with terms expiring 10/27/2022:

- Lori Foote
91 Wenwood Cr
- Shelly Marshall
6 Wenwood Cr

MUNICIPAL HOUSING AGENCY

Appoint the following with term expiring 07/31/2018:

- Jody Jackson
11517 Taylor St

PUBLIC ART COMMISSION

Appoint the following with term expiring 06/25/2019:

- Brian Fortin
1925 Parkwild Dr #67

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

CITY CLAIM NO. 16-PK-1804

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: LARRY GASCOIGNE DAY PHONE: 712-310-1958

ADDRESS: 4032 AVE D DOB: _____

DATE & TIME OF LOSS/ACCIDENT: AROUND 1:00 PM 8-4-16

LOCATION OF LOSS/ACCIDENT: Town HANFAN PARK

DESCRIPTION OF LOSS/ACCIDENT: SWEPPER CLEANING UP AFTER THE RIVER BOAT BACKED INTO MY CAR
(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 1600

WITNESS(ES) (Name(s), Address(es), Phone No(s)): RON SPAREY - WORKS FOR PARKS DEPT

WAS POLICE REPORT FILED YES NO

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

HAVE YOU RESUMED NORMAL ACTIVITIES? YES NO

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

LIST INSURANCE PROVIDER AND COVERAGE: STATE FARM LIABILITY

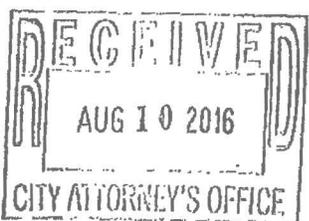
I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

8-10-16
DATE

[Signature]
CLAIMANT'S SIGNATURE

CLERK RCVD
12 AUG'16
PM 2:25



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

CITY CLAIM NO. 110-PW-1805

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Amy Knowlton DAY PHONE: (712) 310-5717
ADDRESS: 18172 Wisconsin Ln. Council Bluffs IA 51523 DOB: 8-18-81
DATE & TIME OF LOSS/ACCIDENT: 8-3-11 1pm
LOCATION OF LOSS/ACCIDENT: Wal-mart 1800 N. 11th St.
DESCRIPTION OF LOSS/ACCIDENT: City worker was mowing the ditches. A rock was flung out of the mower and into my windshield while I was at work at Wal-mart. When I got off work at 1:00pm I came out and seen the windshield of (USE BACK OF FORM, IF NECESSARY)
TOTAL DAMAGES CLAIMED: \$ 161.00
WITNESS(ES) (Name(s), Address(es), Phone No(s)) _____

WAS POLICE REPORT FILED YES NO

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

HAVE YOU RESUMED NORMAL ACTIVITIES? YES NO

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

LIST INSURANCE PROVIDER AND COVERAGE: State Farm, Liability

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

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

8-11-11
DATE

Amy Knowlton
CLAIMANT'S SIGNATURE

CLERK RCVD
15 AUG 16
AM 9:32

306 1 2 10

my car. The gentleman was still mowing so I flagged him down. He stopped his mower and I asked if he had mowed over by my car. He said he had. I told him a rock hit my windshield. He apologized and called his supervisor. We waited for the supervisor Dennis Dofner to arrive. Once Mr. Dofner arrived he ran his finger over the spot on the windshield and said yes it is a fresh mark. He then took pictures and gave me his card with the phone number of the city legal department.

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION FROM TAX SALE

TO: Sharon M. Hardiman 11 Elliott St, Apt 115, Council Bluffs, IA 51503- Owner (Deceased)
Bruce D. Hardiman 11 Elliott St, Apt 115, Council Bluffs, IA 51503- Owner (Deceased)
Brian D. Hardiman P.O. Box 12, Denison, IA 51442- Possible Heir
Brian D. Hardiman 317 Pacific Ave, Audubon, IA 50025- Possible Heir
Melissa Hardiman 606 Cedar St, Schlewsgig, IA 51461- Possible Heir
Donna Hardiman 173 Bennett Ave, Apt 2120, Council Bluffs, IA 51503- Possible Heir
John Hardiman 326 Dover Pl, Apt 104, Naples, FL 34104- Possible Heir
Phil Hardiman 3117 S. 165th Ave, Omaha, NE 68130- Possible Heir
Stephen Hardiman 111 Surrey Avnue, Council Bluffs, IA 51503- Possible Heir
Teresa Kerkman 15147 State Orchard Rd, Council Bluffs, IA 51503- Possible Heir
Person In Possession Vacant Lot Across from 1433 Avenue M, Council Bluffs, IA 51501- Person In Possession
City of Council Bluffs c/o City Clerk, 209 Pearl Street, Council Bluffs, IA 51503- City Limits

CLERK RCVD
16 AUG'16
AM9:34

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest both known and unknown, and all unknown claimants claiming to have any recorded or unrecorded right, title, or interest in and to the parcel hereinafter described.

In accordance with Iowa Code Section 447.9 you are hereby notified that on the 15th day of June, 2015, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

Lot 9 in Block 2, Thompson's Addition to the City of Council Bluffs, Iowa. a/k/a PARCEL # 754426216002
Certificate No: 15-1266

Was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes against the parcel, which a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, to Pottawattamie County and then assigned to Skyler Newhouse pursuant to said tax sale, which Certificate is now lawfully held and owned by Skyler Newhouse, and that the right of redemption will expire and a deed to the said parcel will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.


Chris Newhouse, Member
SCC Holding LLC,
Agent for Skyler Newhouse
Pottawattamie 15-1266

COUNCIL COMMUNICATION

Department: <u>Public Works</u>	Ordinance No. _____	First Reading <u>August 22, 2016</u>
Case/Project No.: <u>FY15-20A</u>	Resolution No. <u>16-215</u>	
Applicant: <u>Matthew Cox, City Engineer</u>		

SUBJECT/TITLE

After the Public Hearing council consideration of a resolution approving the plans and specifications and authorizing the Iowa Department of Transportation to advertise for bids setting October 18, 2016 as the date for the bid opening for the Kanesville Boulevard (US Hwy 6) Traffic Adaptive Signal Control. Project # FY15-20A.

BACKGROUND/DISCUSSION

- The Iowa DOT offers a federal funding program called Iowa’s Clean Air Attainment Program (ICAAP). The program funds projects which help maintain Iowa clean air quality by reducing transportation-related emissions. The program funding allows up to 80% federal dollars with a minimum 20% local match.
- The Kanesville Traffic Adaptive Signal Control project involves new traffic signal control equipment and software. Currently the signals have set times of day, day of week timing plans. Based on typical traffic flows during specific times of the day and week, signal plans are developed, which handle that assumed traffic flow. These plans do not recognize real time traffic demands. Adaptive signal control systems adjust signal coordination for real time traffic demands. The proposed project would install new signal control systems on Kanesville Boulevard from North Avenue to 16th Street.
- For the purpose of vendor selection and procurement, the City entered into Agreement No. 2016-16-001 with the DOT that combines City Project FY 15-20A, Kanesville Boulevard Traffic Adaptive Signal Control with DOT Project No. IMN-029-3(155)54--0E-78 for Traffic Adaptive Signal Control along South Expressway as part of the interstate improvements.
- The adaptive signal control technology provided by Trafficware Group, Inc. is already being utilized on the South Expressway. The cost for the Kanesville Boulevard portion of the adaptive signal control technology is \$236,000.
- This project will construct the required traffic detection equipment for the Trafficware technology. In order for an adaptive signal control system to respond appropriately, it must have input from the actual traffic conditions. This necessary information is provided by the detection equipment.
- The estimated cost for the traffic detection project is \$315,000 resulting in a combined total project cost of \$551,000. The ICAAP grant provides federal funding of \$389,000. The City’s match for the project will be paid using sales tax funds.
- The project is included in the FY15 CIP as ICAAP Project, FY15-20A, Kanesville Boulevard (US Hwy 6) Traffic Adaptive Signal Control.
- Project Schedule:

IDOT Bid Letting	10-18-16
Award	11-28-16

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

**RESOLUTION
NO 16-215**

**RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE KANESVILLE BOULEVARD (US HWY 6)
TRAFFIC ADAPTIVE SIGNAL CONTROL PROJECT (FY 15-20A)**

WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk of the City of Council Bluffs, Iowa for the Kanesville Boulevard (US HWY 6) Traffic Adaptive Signal Control; and

WHEREAS, A Notice of Public Hearing was published as required by law, and a public hearing was held on August 22, 2016.

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

That the plans, specifications, form of contract and cost estimate are hereby approved for the Kanesville Boulevard (US HWY 6) Traffic Adaptive Signal Control project and the Iowa Department of Transportation is hereby authorized to advertise for bids for said project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

August 22, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication

<p>Department: Community Development</p> <p>Case #OTB-16-013</p> <p>Applicant: Kurt A. Larsen 803 Hillcrest Avenue Council Bluffs, IA 51503</p>	<p>Resolution of Intent No. <u>16-205</u></p> <p>Resolution to Dispose No. <u>16-216</u></p>	<p>Set Public Hearing: 08/08/16</p> <p>Public Hearing: 08/22/16</p>
Subject/Title		
<p>Request of Kurt A. Larsen to purchase that part of Casady Street right-of-way lying north of Fleming Avenue and south of Yonkerman Street and abutting Block 3, Mynster's Benton Street Addition.</p>		
Background/Discussion		
<p>In September, 2014, Kurt Larsen submitted an application to vacate the above described street right-of-way which abuts his property at 803 Hillcrest Avenue so he could acquire it as he owns the property abutting on both sides of the right-of-way. This portion of Casady Street measures 40 feet wide (except where it widens slightly at the south end) and runs north from the north right-of-way of Fleming Avenue for 393.75 feet to the south right-of-way line of Yonkerman Street. It contains approximately 17,430 square feet and has never been improved as a City street. Mr. Larsen was informed when he submitted the application that the purchase price would be \$6,890.00. The City Council approved the vacation request on December 15, 2014 by Resolution 14-314, authorizing disposal for the sum of \$6,890, which is the price established by the most recent fee schedule for street/alley vacations.</p> <p>On August 31, 2015, the Community Development Department mailed a letter to Mr. Larsen requesting payment for the vacated right-of-way, as required by Resolution 14-314, so that the property could be conveyed to him. The payment was never received.</p> <p>Mr. Larsen has now submitted an Offer to Buy the vacated right-of-way for the sum of \$1,000. As per the offer to buy application, he is applying to purchase the property because he owns property on both sides of the road and he would like to fence it in. He has maintained it for 5 years. Based on the total square footage of the parcel, the offer represents approximately \$0.06 per square foot.</p>		
Recommendation		
<p>The Community Development Department recommends disposal of vacated Casady Street right-of-way lying north of Fleming Avenue and south of Yonkerman Street and abutting Block 3, Mynster's Benton Street Addition for the sum of \$6,890.00 as originally recommended by the Community Development Department and City Planning Commission and approved by City Council.</p>		
<p>Attachment: Location map Prepared By: Rebecca Sall, Assistant Planner, Community Development Department</p>		



CASE #0TB-16-013

Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 328-4629
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 328-4616

RESOLUTION NO. 16-216

A RESOLUTION AUTHORIZING DISPOSAL OF CITY PROPERTY LEGALLY DESCRIBED AS THAT PART OF CASADY STREET BETWEEN FLEMING AVENUE AND YONKERMAN STREET VACATED BY RESOLUTION NO. 14-314, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, this City Council previously expressed its intent to dispose of the property legally described as that part of Casady Street right-of-way lying north of Fleming Avenue and south of Yonkerman Street and abutting Block 3, Mynster’s Benton Street Addition, which was vacated by Resolution No. 14-314 on December 15, 2014; and

WHEREAS, a public hearing has been held in this matter.

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

That the Mayor and the City Clerk be and are hereby authorized, empowered and directed to execute a quit claim deed conveying the City's interest in the above-described property as follows:

Kurt A. Larsen and all successors in interest: All of vacated Casady Street right-of-way lying north of Fleming Avenue and south of Yonkerman Street and abutting Block 3, Mynster’s Benton Street Addition for the sum of \$6,890.00.

ADOPTED
AND
APPROVED: August 22, 2016

Matthew J. Walsh Mayor

ATTEST: _____
Marcia L. Worden City Clerk

(Case #OTB-16-013)

Council Communication

Department: Legal Department		
Case/Project No.	Ordinance No. <u>6278</u>	Council Action: <u>8/22/2016</u>
Applicant: Richard Wade		
SUBJECT/TITLE		
AN ORDINANCE TO AMEND TITLE 9 "TRAFFIC" OF THE 2015 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING "CHAPTER 9.36.010 - DEFINITIONS" BY ADDING MARTIN LUTHER KING, JR. DAY, PRESIDENTS' DAY AND VETERANS' DAY TO SUBSECTION (2) "HOLIDAY".		
BACKGROUND		
The Police Chief requested we amend this section based on the complaints received from citizens whom received parking tickets on Martin Luther King, Jr. Day, Veterans Day and Presidents Day. Surrounding communities do not require paid parking meters on these holidays.		
RECOMMENDATION		
Amendment to Chapter 9.36.010		

Richard Wade, City Attorney

Matthew J. Walsh, Mayor

9.36.010 - Definitions.

For the purpose of this chapter, the following terms shall have the following meanings:

- (1) "Coin" or "coins" shall, in addition to coin or coins of the United States, include United States currency, credit cards, debit cards or any other form of compensation approved by the administrative authority for use in the particular type of parking meter.
- (2) "Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King, Jr. Day, Veterans Day, Presidents Day and any other Monday through Friday on which city hall of the city of Council Bluffs is officially closed for business.
- (3) "Operator" means the registered owner of a vehicle as well as any individual who operates a vehicle as the owner thereof or as an agent, employee, or permittee of the owner or who is in actual physical control of said vehicle.
- (4) "Park" or "parking" means the standing of a vehicle, whether occupied or not, upon a street or lot, other than temporarily for the purpose of unloading merchandise or passengers or in obedience to traffic regulations, signs, or signals or an involuntary stopping of a vehicle by reasons or causes beyond the control of the operator of the vehicle.
- (5) "Parking meter" means any mechanical, electronic, computer-operated or other device or meter approved by the administrative authority and placed or erected for the regulation of parking under authority set forth in this chapter.
- (6) "Parking meter space" means any space within a parking meter zone adjacent to or controlled by a parking meter and which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street or paving adjacent to or adjoining the parking meter, or otherwise designated as controlled by a parking meter.
- (7) "Parking meter zone" means any restricted street or area upon which parking meters are installed and in operation as designated and approved pursuant to this chapter.
- (8) "Street" or lot" means any public street, avenue, road, alley, highway, lane, path, parking lot, or other public place in the city of Council Bluffs established for the use of vehicles.
- (9) "Vehicle" means any device in, upon, or by which any person or property is or may be transported upon a street.

ORDINANCE NO. 6278

AN ORDINANCE TO AMEND TITLE 9 "TRAFFIC" OF THE 2015 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING "CHAPTER 9.36.010 - DEFINITIONS" BY ADDING MARTIN LUTHER KING, JR. DAY, PRESIDENTS' DAY AND VETERANS' DAY TO SUBSECTION (2) "HOLIDAY".

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

SECTION 1. That Title 9 "Traffic" of the 2015 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending "Chapter 9.36.010 – Definitions" to read as follows:

9.36.010 - Definitions.

For the purpose of this chapter, the following terms shall have the following meanings:

- (1) "Coin" or "coins" shall, in addition to coin or coins of the United States, include United States currency, credit cards, debit cards or any other form of compensation approved by the administrative authority for use in the particular type of parking meter.
- (2) "Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King, Jr. Day, Veterans Day, Presidents Day and any other Monday through Friday on which City Hall of the City of Council Bluffs is officially closed for business.
- (3) "Operator" means the registered owner of a vehicle as well as any individual who operates a vehicle as the owner thereof or as an agent, employee, or permittee of the owner or who is in actual physical control of said vehicle.
- (4) "Park" or "parking" means the standing of a vehicle, whether occupied or not, upon a street or lot, other than temporarily for the purpose of unloading merchandise or passengers or in obedience to traffic regulations, signs, or signals or an involuntary stopping of a vehicle by reasons or causes beyond the control of the operator of the vehicle.
- (5) "Parking meter" means any mechanical, electronic, computer-operated or other device or meter approved by the administrative authority and placed or erected for the regulation of parking under authority set forth in this chapter.
- (6) "Parking meter space" means any space within a parking meter zone adjacent to or controlled by a parking meter and which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street or paving adjacent to or adjoining the parking meter, or otherwise designated as controlled by a parking meter.
- (7) "Parking meter zone" means any restricted street or area upon which parking meters are installed and in operation as designated and approved pursuant to this chapter.

(8) "Street" or lot" means any public street, avenue, road, alley, highway, lane, path, parking lot, or other public place in the city of Council Bluffs established for the use of vehicles.

(9) "Vehicle" means any device in, upon, or by which any person or property is or may be transported upon a street.

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

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

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

PASSED
AND _____, 2016.
APPROVED

MATTHEW J. WALSH Mayor

Attest: _____
MARCIA L. WORDEN City Clerk

First Consideration: 8/22/2016
Second Consideration: 9/12/2016
Public Hearing: N/A
Third Consideration:

Council Communication

Department: Legal Department		
Case/Project No.	Ordinance No. <u>6279</u>	Council Action: <u>8/22/2016</u>
Applicant: Richard Wade		
SUBJECT/TITLE		
<p>AN ORDINANCE TO AMEND TITLE 1 “ADMINISTRATION AND PERSONNEL” OF THE 2015 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING “CHAPTER 1.62.030 – CLASSIFICATION AND APPOINTMENT” TO CHANGE THE ARCHITECT OR ENGINEER APPOINTMENT TO EITHER RESIDENCY OR EMPLOYMENT WITHIN THE CITY OF COUNCIL BLUFFS.</p>		
BACKGROUND		
<p>The Public Arts Commission is having difficulties filling the Appointment of Architect or Engineer. By amending the requirement to residency or employment with an Architect or Engineering firm located within the City of Council Bluffs, the Commission will be able to appointment an Architect or Engineer and fill this position.</p>		
RECOMMENDATION		
<p>Amendment to Chapter 1.62.030 – Classification and appointment.</p>		

Richard Wade, City Attorney

Matthew J. Walsh, Mayor

1.62.030 - Classification and appointment.

(a) At-large Members. The commission shall consist of five members to be appointed by the mayor all of which shall be residents of Council Bluffs, subject to the approval of the city council.

(b) Pottawattamie Arts, Culture and Entertainment “PACE” Council Representative. The commission shall include one member to be appointed by the Pottawattamie Arts, Culture and Entertainment “PACE” council board of directors, subject to the approval of the city council.

(c) Parks and Recreation Representative. The commission shall include one member who shall be a resident of Council Bluffs, appointed by the parks and recreation commission, and subject to the approval of the city council.

(d) Fine Arts Department Representative of Iowa Western Community College. The commission shall include one member to be appointed by the Dean of the College of Fine Arts at Iowa Western Community College, subject to the approval of the city council.

(e) Architect or Engineer. ~~from the City of Council Bluffs.~~ The commission shall include one architect or engineer who either resides in Council Bluffs or is employed by an Architectural or Engineering firm that maintains an office in Council Bluffs~~shall be a resident of Council Bluffs,~~ appointed by the mayor, and subject to the approval of the city council.

ORDINANCE NO. 6279

AN ORDINANCE TO AMEND TITLE 1 “ADMINISTRATION AND PERSONNEL” OF THE 2015 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING “CHAPTER 1.62.030 – CLASSIFICATION AND APPOINTMENT” TO CHANGE THE ARCHITECT OR ENGINEER APPOINTMENT TO EITHER RESIDENCY OR EMPLOYMENT WITHIN THE CITY OF COUNCIL BLUFFS.

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

SECTION 1. That Title 1 “Administration and Personnel” of the 2015 Municipal Code of Council Bluffs, Iowa, is hereby amended “Chapter 1.62.030 – Classification and appointment” to change the Architect or Engineer Appointment to either residency or employment within the City of Council Bluffs to read as follows:

CHAPTER 1.62.030 – Classification and appointment.

- (a) At-large Members. The commission shall consist of five members to be appointed by the mayor all of which shall be residents of Council Bluffs, subject to the approval of the city council.
- (b) Pottawattamie Arts, Culture and Entertainment “PACE” Council Representative. The commission shall include one member to be appointed by the Pottawattamie Arts, Culture and Entertainment “PACE” council board of directors, subject to the approval of the city council.
- (c) Parks and Recreation Representative. The commission shall include one member who shall be a resident of Council Bluffs, appointed by the parks and recreation commission, and subject to the approval of the city council.
- (d) Fine Arts Department Representative of Iowa Western Community College. The commission shall include one member to be appointed by the Dean of the College of Fine Arts at Iowa Western Community College, subject to the approval of the city council.
- (e) Architect or Engineer. The commission shall include one architect or engineer who either resides in Council Bluffs or is employed by an Architectural or Engineering firm that maintains an office in Council Bluffs, appointed by the mayor, and subject to the approval of the city council.

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

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

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

PASSED
AND _____, 2016.
APPROVED

MATTHEW J. WALSH Mayor

Attest: _____
MARCIA L. WORDEN City Clerk

First Consideration: 8/22/2016
Second Consideration: 9/12/2016
Public Hearing: N/A
Third Consideration:

Council Communication
8/22/16

Department: Community Development Case/Project No.: N/A	Resolution No. <u>16-217</u>	Council Action: <u>8/22/2016</u>
Subject/Title		
RISE Application for improvements to Gifford Road		
Background/Discussion		
<p>The RISE (Revitalize Iowa’s Sound Economy) fund was created in 1985 to promote economic development in Iowa through the establishment, construction, improvement and maintenance of roads and streets. City or county governments may apply for RISE funds which can be allocated as a loan, a grant or a combination of both. RISE projects must fit one of the following three funding categories: (1) Immediate opportunity – projects related to an immediate opportunity for job creation or retention; (2) Competitive rating for local development – projects that do not require immediate funding, but yet still support local economic development; and (3) Regional development project funding.</p> <p>Gifford Road south of the Council Bluffs Recycling Center, is a substandard street and needs to be reconstructed to accommodate continued industrial development in the area. Also, South 19th Street needs to be extended south to Gifford Road in order for property owned by the Council Bluffs Industrial Foundation (CBIF) to be developed. Together these two improvements will enhance access and provide necessary utilities to 210 acres of land for industrial development. Staff believes this project is a good candidate for RISE funding under the competitive rating funding process.</p> <p>CBIF owns approximately 90 acres of land and received approval of a preliminary plan for a six lot subdivision on September 28, 2015. Subsequently, the property was designated I-2/General Industrial on October 12, 2015. The rezoning is conditioned on the approval of a final plat which requires the installation of utilities and construction of a new street extending South 19th Street. Due to its substandard condition and increased traffic, the reconstruction of portions of Gifford Road abutting the property is also necessary. The project would involve the construction and reconstruction of 4,490 lineal feet of roadway at a total cost of \$4,000,791. A RISE application has been prepared requesting \$1,483,137 in assistance. The City would be responsible for \$1,483,137 in local match and CBIF would contribute \$1,034,517 towards costs not eligible for RISE funding. The City’s portion of the local match was allocated in the FY 16-17 CIP.</p> <p>Initial projections indicate the 90 acres of land owned by CBIF could yield 750,000 sq ft of development. Upon full development, the 120 acres to the southwest could yield an additional 1,000,000 sq ft of development.</p>		
Recommendation		
That the City Council adopt the resolution endorsing an application for the RISE program.		

Prepared by: Donald D. Gross, Director, Community Development Department



Iowa Department of Transportation

APPLICATION for RISE: COMPETITIVE RATING FUNDING for Local Development Projects

GENERAL INFORMATION

Applicant Name: City or County of City of Council Bluffs

Contact Person: Donald Gross Title: Director of Community Development

Mailing Address 209 Pearl St. Council Bluffs IA 51503
Street Address City State ZIP Code

Email Address dgross@councilbluffs-ia.gov Daytime Phone: 712-328-4629
Area Code

If more than one local government is involved in this roadway project, please state the highway authority, contact person, mailing address, and telephone number of the second agency. (Attach an additional page if more than two agencies are involved.)

City or County of _____ Contact Person: _____

Mailing Address _____
Street Address City State ZIP Code

Email Address _____ Daytime Phone: _____
Area Code

Please complete the following:

The proposed project is on the following type(s) of road:

- City Street Secondary Road Primary Road

(Length of Project in feet: _____)

If a primary road is involved, indicate the desired RISE funding source:

- City County State

- This project involves Development of a New Road
 Improvement of an Existing Road
 Both

Has any part of this development or roadway project been started? Yes No

If yes, please explain. The City of Council Bluffs has let a \$2,761,831 contract for the construction of a trunk line storm sewer which will provide drainage for the area surrounding the proposed RISE project.

This application is for RISE funding as a: Loan Grant Combination

If this application is for a loan or a combination loan/grant, please state the proposed terms of repayment. (Include amount of principal to be repaid, proposed interest rate, length of repayment, etc.)

If this application is for funding for two or three program years, please specify the amount of funding requested for each year:

First year \$ \$800,000 Second year \$ 683,137 Third year \$ 0

PROJECT INVESTMENT INFORMATION

Estimated Total Capital Investment \$ 10,031,622

("Total Capital Investment" is defined in the Administrative Rules. Please attach a breakdown by major item, such as land, improvements to land, buildings, equipment and utilities. The cost of the roadway project, excluding RISE funds requested, should be included in these figures.)

Private Investment \$ 4,307,517
 Public Investment \$ 5,724,105
 Total Cost of Roadway Project \$ 4,000,791
 RISE Funds Requested for Roadway Project \$ 1,483,137

Matching Funds Available for Roadway Project (Assured or Anticipated)

Source	Amount	Assured?
1. City of Council Bluffs	\$ 1,483,137	Yes
2. Council Bluffs Industrial Foundation	\$ 1,034,517	Yes
3. City of Council Bluffs	\$2,761,831	Yes
4.		

DEVELOPMENT POTENTIAL INFORMATION

- This project involves
- Attracting a New Development
 - Expanding an Existing Development
 - Retaining an Existing Development
 - Improving Access to an Existing Development
 - Other (Please describe.)

Please identify the type(s) of development to be supported with the RISE project. (Be as specific as possible.)
 The Council Bluffs Industrial Foundation intends to develop South Point II as an I-2 zoned Industrial Park to attract warehousing, light manufacturing, and service Industries. Our intent is to attract at least one 100,000 sf warehouse/distribution facility employing potentially 100+ people, four manufacturing companies employing up to 700 people and 10 service companies adding up to 200 people. Manufacturing companies may be clean manufacturing in the areas of agriculture, robotics, plastics or pharmaceuticals. Service companies are intended to allow for business services and small industrial users.

Does the project involve relocation of economic activity from elsewhere in Iowa? Yes No
 If yes, please explain.

What is the status of the economic development or activity to be supported by the RISE-funded roadway?
 (Please check the appropriate answer.)

- Applicant has a firm commitment for a new economic development, or expansion or retention of an existing development. (See "Required Documentation" – Item G.)
- Applicant is negotiating with a specific firm(s) concerning a location, expansion or retention decision. (See "Required Documentation" – Item G.)
- Negotiations are not underway, but applicant is seeking a specific type or types of economic development for the site.
- Applicant is preparing or improving access to a site where future, unspecified development can occur.
- Applicant is improving access to an existing development which has no immediate plans for expansion.
 Other (Please describe.)

ECONOMIC IMPACT INFORMATION

Please estimate the number of permanent, direct jobs created and/or retained as a result of this project. (These numbers should **not** include construction or indirect “multiplier” jobs.)

Total Direct Jobs Created		<u>1,000 est</u>
Initial jobs (<i>within first three years</i>)	<u>300 est</u>	
Other future jobs (<i>beyond first three years</i>)	<u>700 est</u>	
Total Direct Jobs Retained		<u>0</u>

If this roadway project supports a tourism or recreational development, please estimate the annual number of visitors.

	Current	Estimated Increase
Overnight Visitors	<u>0</u>	<u>0</u>
Day Visitors from 100 or more miles away	<u>0</u>	<u>0</u>
Day Visitors from less than 100 miles away	<u>0</u>	<u>0</u>

Please estimate the number of acres (*by type of development*) which will be directly served by the RISE-funded roadway:

Type of Development Served	Acres Currently Developed	Total Usable Acres
Industrial/manufacturing	<u> </u>	<u>175</u>
Commercial/office/retail/wholesale	<u> </u>	<u>35</u>
Park/tourist/recreational	<u> </u>	<u>0</u>
Other	<u> </u>	<u>0</u>
Unknown	<u> </u>	<u>0</u>

LOCAL COMMITMENT AND INITIATIVE INFORMATION

Please indicate whether the following nonroadway factors intrinsic to the success of the development are in place:

	Yes	No
Land Assembled and Available for Sale or Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zoning Suitable for Proposed Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewage Treatment Capacity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storm Drainage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permits (<i>if applicable</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Labor Force Training (<i>if applicable</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Transit, Ride Share availability (<i>for projects expecting 50+ employees</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rail Service (<i>if applicable</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (<i>Please describe.</i>) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If “No” is checked for any of the above, please describe what arrangements are being made for providing land, utility or other necessary services. The project is in the subdivision phase. The site is not served by public transportation or rail services.

Please describe what economic development/marketing activities the applicant has been involved in within the recent past. For example, state whether the applicant has a local economic development organization or belongs to an area economic development organization. If so, state the name, address and contact person for each group. Also, describe the activities and accomplishments of the organization(s) such as the number of firms contacted, the volume of promotional materials mailed, the number of jobs or visitors attracted, and the number of dollars invested.

Available property in the Council Bluffs Area is marketed by the Council Bluffs Industrial Foundation, the Council Bluffs Area Chamber of Commerce/Growth Alliance, ADVANCE Southwest Iowa Marketing Group and the Greater Omaha Economic Development Partnership. All groups are coordinated through the Council Bluffs Chamber/Growth Alliance located at 149 West Broadway and directed by the Chamber President, Bob Mundt.

The Council Bluffs Industrial Foundation was founded in 1954 and is managed by the Council Bluffs Chamber/Growth Alliance. Advance Southwest Iowa was established in 2014 as the Iowa partner in the Greater Omaha Economic Development Partnership.

Since 1954, the Industrial Foundation has sold over 240 acres of property to 32 companies resulting in over 2,400 jobs and over \$160,000,000 invested. Tenants include major manufacturing, distribution, logistics, technology and service companies. Successful sales include Google, Federal Express Freight, Ground and Home logistics centers as well as Central Life Sciences, Donnelly Marketing and a host of smaller companies.

Each year, the marketing partners mentioned above utilize their marketing resources to contact potential users in targeted market areas including logistics, distribution, technology, ag processing and clean manufacturing companies matching the resource strength base of our community. Strategies including working with site selectors, targeted trade shows, direct contact with targeted companies, social media, state marketing resources in Iowa & Nebraska, site visits and cross marketing with like organizations. In 2015, the marketing team contacted over 600 potential users through the medium mentioned above. We will continue to work these prospects and potential users moving forward in 2016 and beyond.

TRANSPORTATION NEED INFORMATION

Is the need for the roadway improvement identified by local plans, capital improvement programs, or other adopted local priorities? *(Please explain.)* The development of an industrial subdivision is consistent with the Council Bluffs Comprehensive Plan which identifies all properties adjacent to the proposed project as industrial. The City's capital improvement program allocates funding for the RISE match in the FY 16-17 capital improvement program.

DOCUMENTATION INFORMATION

The following documents must be attached to this application. In the upper right-hand corner of each document, write the letter (shown below) which the document supports. *(Please refer to the general instructions for an explanation of each item.)*

Please check that the following items are attached:

- A. A **NARRATIVE** describing the proposed total economic development and how the RISE project will support the development.
- B. A **RESOLUTION** or resolutions approved by the participating local governments.
- C. A **NARRATIVE** assessing existing conditions, outlining the proposed concept of the roadway project, and providing adequate transportation justification.
- D. A **MAP** identifying the location of the roadway project; a plat and zoning map of the proposed land development.
- E. A **SKETCH PLAN** of the project.
- F. A **TIME SCHEDULE** for the roadway project, and other development as appropriate.
- G. A **LETTER OF COMMITMENT** from the business or developer if the applicant indicates a firm commitment exists or negotiations are underway.

- H. An **ITEMIZED BREAKDOWN** of total roadway project costs. The attached form must be used.
- I. A **NARRATIVE** describing the associated economic development and jobs.
- J. **DOCUMENTATION** that the proposed road project and economic development are consistent with any regional or metropolitan area long-range transportation plans in effect for the RISE project location.
- K. A **NARRATIVE** if the project involves the remediation or redevelopment of a brownfield site.
- L. **MINORITY IMPACT STATEMENT** completed and signed.

CERTIFICATION

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local government(s). I understand the attached RESOLUTION(S) binds the participating local governments to assume responsibility for adequate maintenance of any new or improved city streets or secondary roads.

I hereby certify, under penalty of perjury, that any award of RISE funds; any subsequent letting of contracts for design, construction, reconstruction, improvement or maintenance; or the furnishing of materials therefore; shall not involve direct or indirect interest, prohibited by Iowa Code Section 15A.2, 314.2, 362.5 or 331.342, of any state, county, or city official, elective or appointive. Any award of RISE funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of RISE funding and authorize a complete recovery of any funds previously disbursed.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department is required prior to the authorization of funds.

Representing the City of Council Bluffs

Signed:

Signature in Ink
Mathew J. Walsh, Mayor

Typed Name and Title

Date Signed
8-22-16

Typed Date

Attested:

Signature in Ink
Marcia L. Worden, City Clerk

Typed Name and Title

Date Signed
8-22-16

Typed Date

Attachment A
Economic Development Narrative

Economic Development Potential

Introduction:

In 2016, the Council Bluffs Industrial Foundation invested in a 94-acre parcel of land directly south of its South Point I Industrial Park in an effort to expand the amount of buildable land for sale. As the real estate arm of the Council Bluffs Economic Development efforts, the Foundation intends to market this property to potential business and industry prospects needing land for new to market companies or companies looking to expand their business presence in Council Bluffs.

South Point II is situated in Council Bluffs on the Southwest side of the City conveniently located just one mile from the convergence of Interstate 29 (North & South) and Interstate 80 (East & West). It is adjacent to US Highway 275 with convenient access to US Highway 6 and 92. Both US Highway 275 and 24th Street (the feeder roads to the interstate system), have recently been reconstructed and are both 4 lane limited access roadways which provide excellent access to the interstate system. In addition, Union Pacific and Great Northern Railroads are within 2 miles of the site offering trans-loading facilities. The property has been zoned I-2 for industrial development with storm drainage and infrastructure planned for the area.

The area has been designated by the Greater Omaha Economic Development Partnership as a Certified Site Ready property for development with the following elements completed:

- Phase I ESA
- Geotechnical Assessment
- Wetland Delineation
- Endangered Species Report
- Archeological/Historical Assessment
- Electric, Natural Gas, Water and Telecommunications are at the borders of the site
- Storm Water drainage

South Point II is a logical extension of South Point I as it continues the contiguous use of property for industrial development to the South of Highway 275 and can use Gifford Road as the access to property. The proposed industrial development usage also matches the existing City of Council Bluffs Comprehensive Plan for the area. The property provides an opportunity to expand on the attraction of businesses to the South Point area adding to the businesses that are already on the area including Fed Ex Ground, Fed Ex Home, Linweld Supply, Protech Supply, Technicoat Systems and Fremont Carriers Corporation.

The available site includes nearly 90 acres of buildable property and will be marketed primarily for Industrial, Warehouse/Distribution and Clean Tech companies. Currently working from a preliminary subdivision plan, the parcel includes a 38-acre parcel, a 19-acre parcel, a 17-acre parcel and three parcels ranging from 4.5 acres to 6 acres.

Future Development Opportunities (2-4 years)

The success of South Point I combined with the unique location and amenities of South Point II make it an ideal location for warehousing, clean manufacturing and tech based businesses. It is intended future development will include at least one 100,000+ sq. ft. warehouse, four manufacturing facilities and

several smaller service oriented tech companies covering over 750,000 sf and generating upwards of 1,000 new jobs for the region and \$350 million in capital investments.

The alignment and connection of South 19th Street with Gifford Road will allow for access and proper traffic flow connecting Highway 275 (Veterans Memorial Highway) with all lots in South Point II and opening up an additional 120 acres to the Southwest for future development. Sanitary and storm sewer will also be installed completing the full development of the area. The Council Bluffs Growth Alliance and ADVANCE Southwest Iowa through the Greater Omaha Economic Development Partnership will be marketing these properties to prospect companies through an array of outlets including print, websites, direct contact with prospects and social media.

Other Potential Industrial Development:

The reconstruction of Gifford Road and the link to South 19th Street will increase the potential for additional industrial development to the West and South. This area contains an additional 180 acres of land currently used for agricultural purposes. The Council Bluffs Industrial Foundation is currently in negotiations to option the 120 acres adjacent to Gifford Road to the Southwest. Completion of Gifford Road infrastructure will serve these tracts as well resulting in the potential for another 750,000 sf of warehousing and production and additional capital investment.

Conclusion:

The 2030 Comprehensive Plan both designate this area for industrial/commercial development. Although this does not equate to immediate jobs or private investment that could be included in this application, the City believes the future development of the area is a factor in our local decisions concerning private development and infrastructure investments.

**Attachment B
Resolution**

RESOLUTION NO. 16- ____

A RESOLUTION ENDORSING AN APPLICATION FOR RISE PROGRAM FUNDING TO RECONSTRUCT PORTIONS OF GIFFORD ROAD AND TO EXTEND SOUTH 19TH STREET.

- WHEREAS, the City of Council Bluffs desires to improve Gifford Road south of the Council Bluffs Recycling Center and extend of South 19th Street to Gifford Road; and
- WHEREAS, the proposed improvements would involve the reconstruction or construction of 4,490 lineal feet of roadway at a total cost of \$4,000,791; and
- WHEREAS, RISE funds are requested in the amount of \$1,483,137 and will be matched by \$1,483,137 from the City of Council Bluffs and \$1,034,517 from the Council Bluffs Industrial Foundation; and
- WHEREAS, the improvements will provide municipal infrastructure and roadways to 90 acres of land designated for immediate industrial use and an additional 120 acres to the southwest; and
- WHEREAS, the RISE program was created to promote economic development in Iowa through the establishment, construction, improvement and maintenance of roads and streets and the improvement to Gifford Road and the extension of South 19th Street qualifies as an eligible expense.

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

That the City Council hereby endorses the RISE application dated August 22, 2016, to fund the and the improvement of Gifford Road and the extension of South 19th Street; and

BE IT FURTHER RESOLVED

That the road improvements are will be dedicated to public use; and

BE IT FURTHER RESOLVED

That the road improvements constructed under this project will be the jurisdictional responsibility of the City of Council Bluffs and will be adequately maintained by the same entity.

ADOPTED
 AND
 APPROVED _____, 2016

 Matthew J. Walsh Mayor

ATTEST: _____
 Marcia Worden, City Clerk

**Attachment C
Transportation Narrative**

Transportation Narrative

The following summarizes the recommended roadway improvements to provide improved access to the proposed light industrial subdivision south of Veteran's Memorial Highway (US 275) at Gifford Road. Gifford Road is the south leg of the existing signalized intersection of Veteran's Memorial Highway and South 24th Street. The first 1600 feet of Gifford Road was recently reconstructed with an improved alignment and is three lanes wide necking down to 2 lanes wide at the South termination of the recently completed project and provides access to the Council Bluffs Recycle Center, Council Bluffs Water Works South Plant, Consolidated Concrete's Batch Plant, and the recently developed warehouse and office for Echo Electric. The remainder of this area is currently open ground with the majority of it being farmed.

Veteran's Memorial Highway is an east/west 4-lane divided arterial with dedicated left turn lanes. The Highway has a current ADT 10,800 vehicles per day west of the intersection and 14,600 vehicles per day east of the intersection based on 2014 Metropolitan Area Planning Agency (MAPA) Traffic Flow Map. Veteran's Memorial Highway extends west with a bridge over the Missouri River into Nebraska. Veteran's Memorial Highway extends east along the south side of Council Bluffs intersecting I-29 (full interchange) and continuing east across Iowa (Iowa 92).

South 24th Street extends north from Veteran's Memorial Highway as a 4-lane divided arterial with dedicated left turn lanes intersecting I-80/29 (full interchange). Both of these interstate interchanges have been reconstructed to meet the new Interstate layout through the City of Council Bluffs, and therefore will give excellent access for years to come. South 24th Street has a current ADT of 10,900 vehicles per day north of the Highway. Gifford Road has a current ADT of 1,000 vehicles per day just south of the Highway. The Echo Electric Warehouse and Showroom, and Consolidated Concrete's Batch Plant are not fully operational at this time to provide updated trip data for the recently improved roadway.

The proposed street improvements include reconstructing/widening Gifford Road from approximately 1600 feet south of Veteran's Memorial Highway to approximately 1200 feet south and 1300 feet east which will then connect to the proposed approximate 1900-foot extension of South 19th Street. The new concrete street is proposed as an urban section with curb inlets and storm sewer.

This 90+ acre area is proposed as light industrial with lots ranging in size from 5 to 40 acres. Trip Generation was estimated for this development using *Trip Generation Manual, 8th Edition* published by the Institute of Transportation Engineers (ITE). The Manual projects a development of this size will generate a total of 4,700 trip ends per day based on trip generation rates for General Light Industrial. The proposed street improvements will connect Gifford Road with the proposed extension of South 19th Street allowing vehicle traffic currently using South 19th Street access to a signalized intersection for north and west bound traffic which does not exist at South 19th Street currently.

Upon build-out of this proposed development, Gifford Road will carry over 5,000 vehicles per day including a significant percentage of semi-trucks and delivery vehicles. The existing narrow seal coat road is ill-equipped to serve the continued development of this area. The proposed reconstruction of Gifford Road and the continuation of South 19th Street is justified in order to meet the transportation needs of this proposed development.

Attachment D
Map

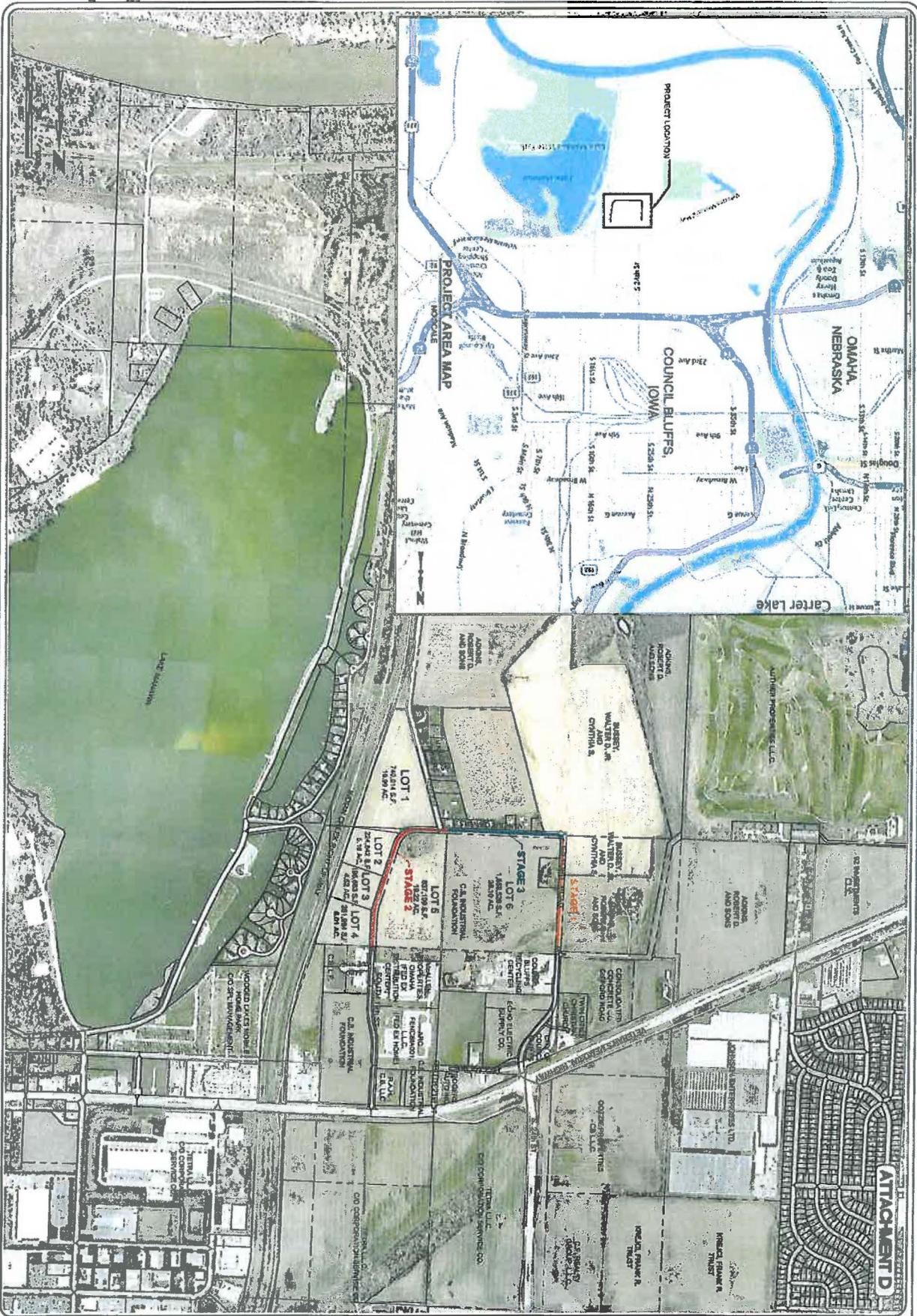


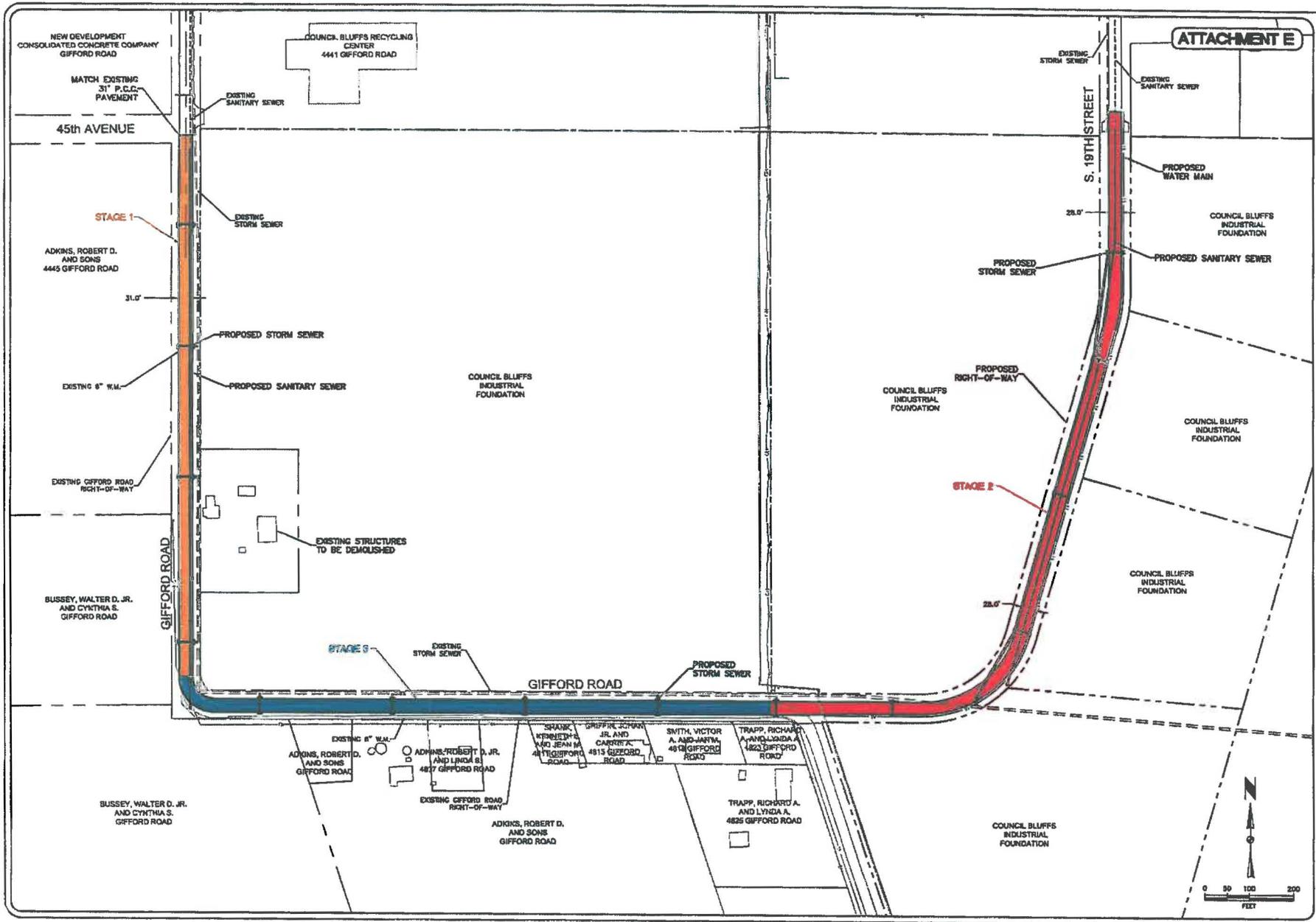
EXHIBIT D
 project no. 000719-179
 sheet 6.A

PROJECT: GIFFORD ROAD RECONSTRUCTION - PHASE 2
 GREATER OMAHA ECONOMIC DEVELOPMENT PARTNERSHIP
 CLIENT: CITY OF COUNCIL BLUFFS
 COUNCIL BLUFFS, IOWA
 SHEET: RISE GRANT APPLICATION - MAP

hgm
 ASSOCIATES INC.
 640 FIFTH AVENUE COUNCIL BLUFFS, IOWA
 PHONE: (712) 253-0530

This drawing is being made available for your review and use for informational purposes only. It is not intended to be used for any other purpose without the express written consent of HGM Associates Inc. The user assumes all liability for any use of this drawing or any part thereof which is inconsistent with the terms of the above agreement.

Attachment E
Sketch Plan



ATTACHMENT E

the drawings are being used for the project in accordance with the terms of the contract. The user assumes all liability for any use of the drawings not intended by the engineer. The engineer is not responsible for the accuracy of the data upon which the drawings are based.

hgm
ASSOCIATES INC.
 640 FIFTH AVENUE COUNCIL BLUFFS, IA
 PHONE: 712-323-8330

DATE	2016
BY	
CHKD	
DATE	
BY	
CHKD	
DATE	
BY	
CHKD	

6.A

PROJECT: GIFFORD ROAD RECONSTRUCTION - PHASE 2
 GREATER OMAHA ECONOMIC DEVELOPMENT PARTNERSHIP
 CITY OF COUNCIL BLUFFS
 COUNCIL BLUFFS, IOWA
 DRAWING NO: 000716-179
 SHEET NO: 2 OF 2
FREE GRANT APPLICATION - PLAN

PROJECT NO: 000716-179
 SHEET NO: 2 OF 2
EXHIBIT E-2

**Attachment F
Time Schedule**

ANTICIPATED SCHEDULE FOR GIFFORD ROAD RECONSTRUCTION AND S 19th STREET																																																		
	2016												2017												2018																									
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC																			
GIFFORD ROAD PUBLIC INFRASTRUCTURE IMPROVEMENT PROJECT PHASE 2																																																		
RISE GRANT APPLICATION																																																		
PROJECT DESIGN																																																		
PROJECT CONTRACT LETTING																																																		
PROJECT CONTRACT AWARD																																																		
PROJECT CONSTRUCTION																																																		
STAGE 1 - Gifford Rd South																																																		
STAGE 2 - S 19th Street																																																		
STAGE 3 - Gifford Rd East																																																		

Attachment G
Letter of Commitment

August 22, 2016

RISE Program
Iowa Department of Transportation
Office of Systems Planning
800 Lincoln Way
Ames, Iowa 50010

RE: RISE Application for Gifford Road and South 19th Street, Council Bluffs, Iowa

On behalf of the City of Council Bluffs, this letter confirms our commitment of \$1,483,137 for improvements to Gifford Road and South 19th Street as outlined in the RISE Competitive Rating Funding Application. The submittal of this application was unanimously approved by the City Council on August 22, 2016. The City's commitment will be funded through the use local funds and is included in the FY 2016-17 Capital Improvement Program approved on July 25, 2016 with the adoption of City Council Resolution No. 16-166.

The City has also let a storm water project which is designed to serve this entire area. The cost of this project is \$2,761,831 and is projected to be completed in early 2017.

If you have any questions, please contact Donald Gross with the Community Development Department at 712-328-4629 or dgross@councilbluffs-ia.gov.

Sincerely,

Matthew J. Walsh, Mayor
City of Council Bluffs

Attachment H Itemized Break Down

**Gifford Road Reconstruction - Phase 2
SUMMARY**

Stage 1 - Gifford Rd South (Eligible)	\$ 824,129.79
Stage 1 Gifford Rd South(Ineligible)	\$ 387,090.00
STAGE 1 SUBTOTAL	<u>\$ 1,211,219.79</u>
Stage 2 - S 19th Street (Eligible)	\$ 1,253,591.54
Stage 2 - S 19th Street (Ineligible)	\$ 647,427.00
STAGE 2 SUBTOTAL	<u>\$ 1,901,018.54</u>
Stage 3 - Gifford Rd East (Eligible)	\$ 888,553.71
Stage 3 - Gifford Rd East (Ineligible)	0
STAGE 3 SUBTOTAL	<u>\$ 888,553.71</u>
SUBTOTAL (Stage 1,2,3 Eligible)	\$ 2,966,275.04
SUBTOTAL (Stage 1,2,3 Ineligible)	\$ 1,034,517.00
GRAND TOTAL	\$ 4,000,792.04

Gifford Road Reconstruction - Phase 2
Stage 1 - Rise Grant Eligible - 1,240 LF
Gifford Rd South

Item Description	Quantity	Unit Cost	Total Cost
Mobilization	1	LS \$ 55,000.00	\$ 55,000.00
Traffic Control	1	LS \$ 27,500.00	\$ 27,500.00
Clearing and Grubbing	1	LS \$ 22,000.00	\$ 22,000.00
Remove Existing Pavement	3600	SY \$ 11.00	\$ 39,600.00
Earthwork, On-Site	1	LS \$ 27,500.00	\$ 27,500.00
Storm Sewer, 12" RCP	164	LF \$ 77.00	\$ 12,628.00
Storm Sewer Inlet	8	EA \$ 3,850.00	\$ 30,800.00
Connect to existing Storm Sewer	4	EA \$ 1,100.00	\$ 4,400.00
10" PCC Roadway with Integral Curb	4271	SY \$ 66.00	\$ 281,886.00
12" Granular Base	4822	SY \$ 19.80	\$ 95,475.60
Subdrain, Longitudinal, 4" Dia.	2480	LF \$ 11.00	\$ 27,280.00
Topsoil	536	CY \$ 22.00	\$ 11,792.00
Seeding Fertilizing and Mulching	1	AC \$ 3,080.00	\$ 3,080.00
Silt Fence	2500	LF \$ 3.85	\$ 9,625.00
Inlet Protection Device, Filter	8	EA \$ 275.00	\$ 2,200.00
Permanent Tape Marking, 4" Stripe	2480	LF \$ 6.60	\$ 16,368.00
Street Light and Electric service	9	EA \$ 5,500.00	\$ 49,500.00
ROW	0	AC	\$ -
Railroad	NA		\$ -
	SUBTOTAL		\$ 716,634.60
Engineering, Legal, Administration (Maximum 15% of Subtotal)			\$ 107,495.19
Contingency (Maximum 10% of Subtotal)			\$ -
GRAND TOTAL			\$ 824,129.79

Gifford Road Reconstruction - Phase 2
Stage 1 - Rise Grant Ineligible - 1,240 LF
Gifford Rd South

Item Description	Quantity		Unit Cost	Total Cost
Trench Dewatering	1	LS	\$ 165,000.00	\$ 165,000.00
18" Sanitary Sewer	1240	LF	\$ 88.00	\$ 109,120.00
Sanitary Sewer Manhole	4	EA	\$ 7,700.00	\$ 30,800.00
Sanitary Sewer Wye	8	EA	\$ 1,320.00	\$ 10,560.00
Sanitary sewer Service	320	LF	\$ 66.00	\$ 21,120.00
ROW	0	AC		\$ -
Railroad		NA		\$ -
	SUBTOTAL			\$ 336,600.00
Engineering, Legal, Administration (Maximum 15% of Subtotal)				\$ 50,490.00
Contingency (Maximum 10% of Subtotal)				\$ -
GRAND TOTAL				\$ 387,090.00

Gifford Road Reconstruction - Phase 2
Stage 2 - Rise Grant Eligible - 1,880 LF
S 19th Street

Item Description	Quantity		Unit Cost	Total Cost
Mobilization	1	LS	\$ 55,000.00	\$ 55,000.00
Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00
Clearing and Grubbing	1	LS	\$ 11,000.00	\$ 11,000.00
Remove Existing Pavement	680	SY	\$ 11.00	\$ 7,480.00
Earthwork, On-Site	1	LS	\$ 27,500.00	\$ 27,500.00
Storm Sewer, RCP	1300	LF	\$ 99.00	\$ 128,700.00
Storm Sewer Inlet	12	EA	\$ 3,850.00	\$ 46,200.00
Connect to existing Storm Sewer	3	EA	\$ 1,320.00	\$ 3,960.00
9" PCC Roadway with Integral Curb	5849	SY	\$ 66.00	\$ 386,034.00
12" Granular Base	6684	SY	\$ 19.80	\$ 132,343.20
Subdrain, Longitudinal, 4" Dia.	3760	LF	\$ 11.00	\$ 41,360.00
Topsoil	975	CY	\$ 22.00	\$ 21,450.00
Seeding Fertilizing and Mulching	2	AC	\$ 3,080.00	\$ 5,544.00
Silt Fence	3760	LF	\$ 3.85	\$ 14,476.00
Inlet Protection Device, Filter	12	EA	\$ 275.00	\$ 3,300.00
Permanent Tape Marking, 4" Stripe	3760	LF	\$ 6.60	\$ 24,816.00
Street Light and Electric service	13	EA	\$ 5,500.00	\$ 71,500.00
ROW	123710	SF	\$ 0.84	\$ 103,916.40
Railroad	NA			\$ -
	SUBTOTAL			\$ 1,090,079.60
Engineering, Legal, Administration (Maximum 15% of Subtotal)				\$ 163,511.94
Contingency (Maximum 10% of Subtotal)				\$ -
GRAND TOTAL				\$ 1,253,591.54

Gifford Road Reconstruction - Phase 2
Stage 2 - Rise Grant Ineligible - 1,880 LF
South 19th Street

Item Description	Quantity		Unit Cost	Total Cost
Trench Dewatering	1	LS	\$ 165,000.00	\$ 165,000.00
10" Sanitary Sewer	1300	LF	\$ 77.00	\$ 100,100.00
Sanitary Sewer Manhole	4	EA	\$ 7,150.00	\$ 28,600.00
Sanitary Sewer Wye	8	EA	\$ 1,320.00	\$ 10,560.00
Sanitary Sewer Service	320	LF	\$ 66.00	\$ 21,120.00
12" Water Main	1800	LF	\$ 132.00	\$ 237,600.00
ROW	0	AC		\$ -
Railroad		NA		\$ -
	SUBTOTAL			\$ 562,980.00
Engineering, Legal, Administration (Maximum 15% of Subtotal)				\$ 84,447.00
Contingency (Maximum 10% of Subtotal)				\$ -
GRAND TOTAL				\$ 647,427.00

Gifford Road Reconstruction - Phase 2
Stage 3 - Rise Grant Eligible - 1,370 LF
Gifford Rd East

Item Description	Quantity	Unit Cost	Total Cost
Mobilization	1	LS \$ 55,000.00	\$ 55,000.00
Traffic Control	1	LS \$ 27,500.00	\$ 27,500.00
Clearing and Grubbing	1	LS \$ 22,000.00	\$ 22,000.00
Remove Existing Pavement	3960	SY \$ 11.00	\$ 43,560.00
Earthwork, On-Site	1	LS \$ 27,500.00	\$ 27,500.00
Storm Sewer, 12" RCP	164	LF \$ 77.00	\$ 12,628.00
Storm Sewer Inlet	8	EA \$ 3,850.00	\$ 30,800.00
Connect to existing Storm Sewer	4	EA \$ 1,100.00	\$ 4,400.00
10" PCC Roadway with Integral Curb	4718	SY \$ 66.00	\$ 311,388.00
12" Granular Base	5328	SY \$ 19.80	\$ 105,494.40
Subdrain, Longitudinal, 4" Dia.	2740	LF \$ 11.00	\$ 30,140.00
Topsoil	592	CY \$ 22.00	\$ 13,024.00
Seeding Fertilizing and Mulching	1.1	AC \$ 3,080.00	\$ 3,388.00
Silt Fence	2740	LF \$ 3.85	\$ 10,549.00
Inlet Protection Device, Filter	8	EA \$ 275.00	\$ 2,200.00
Permanent Tape Marking, 4" Stripe	2740	LF \$ 6.60	\$ 18,084.00
Street Light and Electric service	10	EA \$ 5,500.00	\$ 55,000.00
ROW	0	AC	\$ -
Railroad	NA		\$ -
	SUBTOTAL		\$ 772,655.40
Engineering, Legal, Administration (Maximum 15% of Subtotal)			\$ 115,898.31
Contingency (Maximum 10% of Subtotal)			\$ -
GRAND TOTAL			\$ 888,553.71

Attachment I Impact Narrative

Project Investment Information

Private Investment

Land Acquisition	\$	3,153,000
CBIF Infrastructure	\$	1,034,517
Site Clearing	\$	120,000
Subtotal	\$	4,307,517

Public Investment

Storm Sewer (Gifford Rd)	\$	2,761,831
City Infrastructure	\$	1,481,137
RISE	\$	1,481,137
Subtotal	\$	5,724,105
Total	\$	10,031,622

Attachment J
Regional Transportation Plan

Attachment L
Minority Impact Statement



MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- Women Persons with a disability Blacks Latinos Asians
 - Pacific Islanders American Indians Alaskan Native Americans Other
- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which group is impacted:

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other
 The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact. The project is a logical extension of the existing industrial area along Veterans Highway to the north. A majority of the property served by the project are presently agricultural uses. Several of the former farmsteads have been vacant for a number of years and will be removed.

The project is located in census tract 314 with a total population of 3,783 of which 9.9% are minorities. This compares to a minority population of 9.2% in Council Bluffs and 21.0 %in the Omaha-Council Bluffs MSA.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Mathew J. Walsh

Title: Mayor

Definitions

"Minority Persons," as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code Section 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits

one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.

**Attachment K
Letters of Support**

RESOLUTION NO. 16-217

A RESOLUTION ENDORSING AN APPLICATION FOR RISE PROGRAM FUNDING TO RECONSTRUCT PORTIONS OF GIFFORD ROAD AND TO EXTEND SOUTH 19TH STREET.

WHEREAS, the City of Council Bluffs desires to improve Gifford Road south of the Council Bluffs Recycling Center and extend of South 19th Street to Gifford Road; and

WHEREAS, the proposed improvements would involve the reconstruction or construction of 4,490 lineal feet of roadway at a total cost of \$4,000,791; and

WHEREAS, RISE funds are requested in the amount of \$1,483,137 and will be matched by \$1,483,137 from the City of Council Bluffs and \$1,034,517 from the Council Bluffs Industrial Foundation; and

WHEREAS, the improvements will provide municipal infrastructure and roadways to 90 acres of land designated for immediate industrial use and an additional 120 acres to the southwest; and

WHEREAS, the RISE program was created to promote economic development in Iowa through the establishment, construction, improvement and maintenance of roads and streets and the improvement to Gifford Road and the extension of South 19th Street qualifies as an eligible expense.

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

That the City Council hereby endorses the RISE application dated August 22, 2016, to fund the and the improvement of Gifford Road and the extension of South 19th Street; and

BE IT FURTHER RESOLVED

That the road improvements are will be dedicated to public use; and

BE IT FURTHER RESOLVED

That the road improvements constructed under this project will be the jurisdictional responsibility of the City of Council Bluffs and will be adequately maintained by the same entity.

ADOPTED
AND
APPROVED

August 22, 2016

Matthew J. Walsh

Mayor

ATTEST:

Marcia Worden,

City Clerk

COUNCIL COMMUNICATION

Department: Public Works Ordinance No. _____ First Reading August 22, 2016
Case/Project No.: _____ Resolution No. 16-218
Applicant: Matthew Cox, City Engineer

SUBJECT/TITLE

Council consideration of a resolution authorizing the Mayor to execute Iowa Department of Transportation Preconstruction Agreement No. 2017-4-050 in connection with I-29 Interstate Improvements.

BACKGROUND/DISCUSSION

- This agreement is in reference to Segment 4 of the Iowa DOT’s Council Bluffs Interstate System Improvements.
- The DOT will design, let and inspect construction of Project IMN-029-3(169)54--0E-78, Portland Cement Concrete (PCC) pavement grade and new at the I-29 interchange with Avenue G and on Benson Street.
- The project includes the reconstruction of Benson Street from 38th Street northerly to Ave D.
- The reconstructed street will improve neighborhood circulation and access to the River’s Edge development during the upcoming Interstate reconstruction projects.
- The cost of the improvements will be funded by the Iowa DOT. In accordance with Iowa Administrative Code, the City is required to reimburse the DOT for the actual cost of the storm sewer system which will serve local drainage. It has been determined that the City’s share is 42%, estimated at 31,829.37. The CIP includes a \$250,000 budget for interstate sewer relocations paid with Sales Tax Funds.
- The project is scheduled to be let in November 2016.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

**CBIS
BENSON ST.**

BENSON ST S

AVE D

PROJECT LOCATION

N 38TH ST

AVE C

AVE B

Legend

-  CBIS BENSON ST
-  NEW ROAD



**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Pottawattamie</u>
City	<u>Council Bluffs</u>
Project No.	<u>IMN-029-3(169)54--0E-78</u>
Iowa DOT	
Agreement No.	<u>2017-4-050</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Council Bluffs, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to I-29 within Pottawattamie County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Portland Cement Concrete (PCC) pavement grade and new at the I-29 interchange with Avenue G and on Benson Street.

- b. In accordance with 761 Iowa Administrative Code Chapter 150.3(1)d, the LPA will reimburse the DOT for 42 percent of the actual cost for longitudinal and outlet storm sewer as shown by project records.
- c. All storm sewers constructed by the DOT as part of the project will become the property of the LPA, which will be responsible for their maintenance and operations. The LPA will not make any connections to said storm sewers without the prior written approval of the DOT. The LPA will prevent use of such storm sewers as a sanitary sewer.
- d. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
 - i. Benson Street will be reconstructed from 38th Street northerly to Avenue D (see Exhibit A for location).

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$31,829.37 as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.

- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. I-29 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

- a. The LPA, in cooperation with the DOT, will take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA will work together to minimize potential impacts to properties that may occur as a result of the project.
- b. Upon completion of the project, no changes in the physical features thereof will be undertaken or

permitted without the prior written approval of the DOT.

- c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
- d. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The DOT shall construct traffic signal installations all at no cost to the LPA. Lighting installations will not be constructed as part of the project unless specifically requested by the LPA. Lighting which is requested by the LPA will also be paid for entirely by the LPA at no cost to the DOT or project. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2017-4-050 as of the date shown opposite its signature below.

CITY OF COUNCIL BLUFFS:

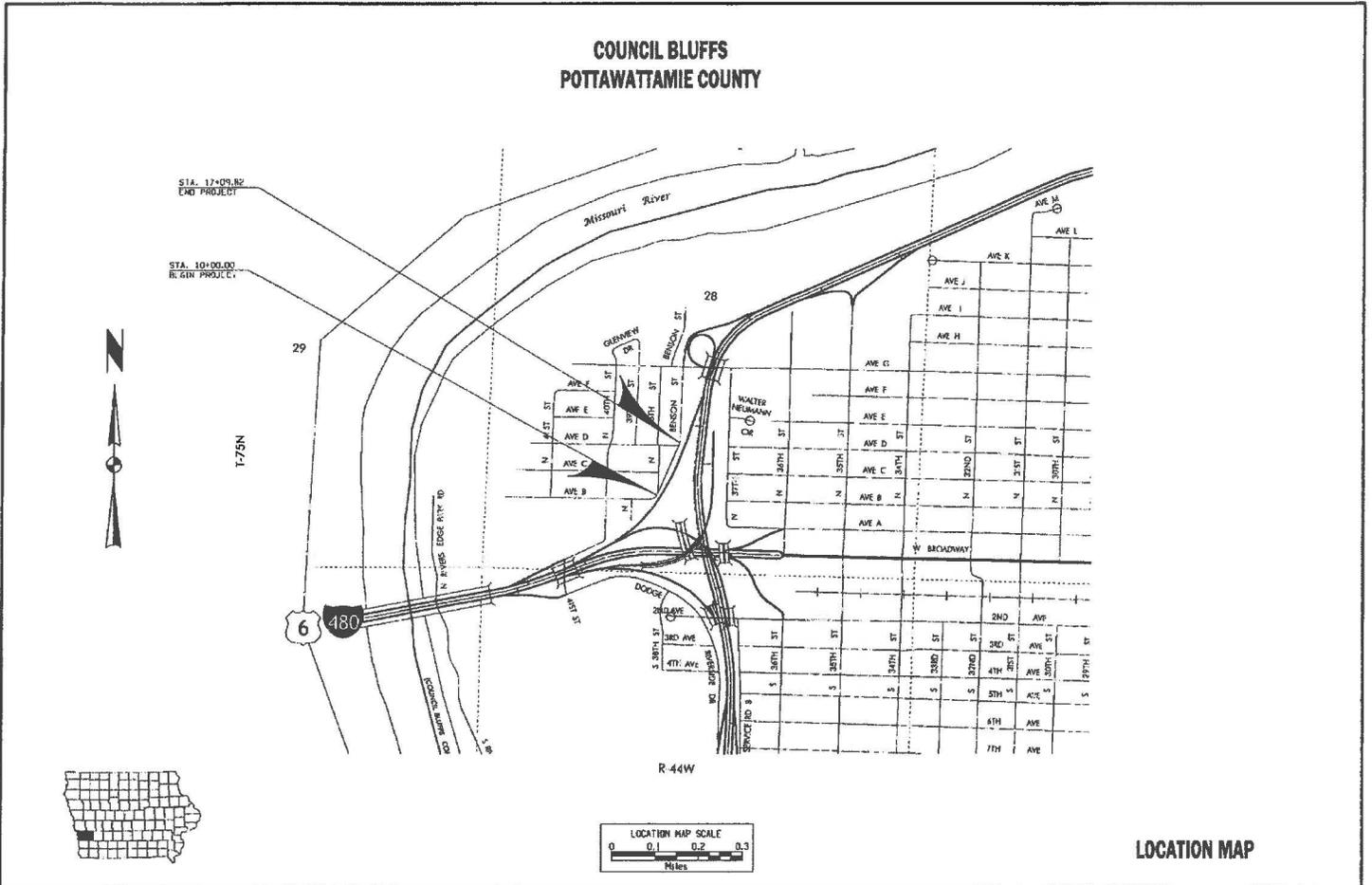
By: _____ Date _____, 20__.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the ____ day of _____, 20__.

Signed: _____
City Clerk of Council Bluffs, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Scott Schram
District Engineer
District 4



LOCATION MAP

FILE NO.	ENGLISH	DESIGN TEAM	HNTB\Iowa DOT	POTTAWATTAMIE COUNTY	PROJECT NUMBER	INN-029-3(169)54--DE-78	SHEET NUMBER	A.2
12/28/17 PM 7/8/2016	engreen	pv\hntb\2_S\10.opr\K\Can\Crak\1\Documents\Kansas City Projects\81949 CBIS Segment 4\Interim\Woadway\CD\780291\RA01.sht						

Estimated Quantities

RCP 2000D Storm, 15"	77 LF
RCP, 2000D Storm, 18"	361 LF
Intake SW-507	2 EA
Intake SW-509	4 EA
Manhole, Storm, SW-402	1 EA
Manhole Adjustment	2 EA
Storm Sewer Abandonment, Fill and Plug	92 LF
RMVL of Intake + Utility Access	<u>3 EA</u>
Estimated total cost	\$75,784.21
DOT Cost @ 58%	\$43,954.84
LPA Cost @ 42%	\$31,829.37

**RESOLUTION
NO 16-218**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE IOWA DEPARTMENT OF TRANSPORTATION
PRECONSTRUCTION AGREEMENT NO. 2017-4-050
IN CONNECTION WITH
I-29 INTERSTATE IMPROVEMENTS**

WHEREAS, the Iowa Department of Transportation wishes to make improvements known as the I-29 Interstate Improvements, within the city, as therein described; and

WHEREAS, it is necessary to improve local access by reconstructing Benson Street from 38th Street northerly to Avenue D; and

WHEREAS, the Iowa Department of Transportation has submitted an agreement 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 a preconstruction agreement with Iowa Department of Transportation in connection with I-29 Interstate Improvements.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

August 22, 2016

Matthew J. Walsh,

Mayor

ATTEST:

Marcia L. Worden,

City Clerk

COUNCIL COMMUNICATION

Department: <u>Public Works</u>	Ordinance No. _____	First Reading <u>August 22, 2016</u>
Case/Project No.: <u>PW16-03A</u>	Resolution No. <u>16-219</u>	
Applicant: <u>Matthew Cox, City Engineer</u>		

SUBJECT/TITLE

Council consideration of a resolution accepting the bid of ABC Electric, Inc. in the amount of \$63,261.00 for the WPCP Sludge Building MCC Replacement. Project # PW16-03A.

BACKGROUND/DISCUSSION

- On July 28, 2016, bids were received in the office of the city clerk as follows:

ABC Electric, Inc., Council Bluffs, IA	\$63,261.00
Commonwealth Electric Company, Omaha, NE	\$72,236.00
Engineer's Estimate (Alvine Engineering)	\$75,000.00

- The motor control center (MCC) provides power to sludge pumps and related equipment which are a critical part of the wastewater treatment process.
- The existing motor control center was installed in 1974 and is beyond its anticipated useful life.
- To maintain necessary operations at the Water Pollution Control Plant and to meet the requirements set by IDNR for plant discharges, the MCC must function properly.
- The FY16 CIP included \$500,000 in Sales Tax Funds for plant repairs.
- Construction is scheduled to be complete by February of 2017.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

**RESOLUTION
NO 16-219**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
ABC ELECTRIC, INC., FOR THE
WPCP SLUDGE BUILDING MCC REPLACEMENT
PROJECT #PW16-03A**

WHEREAS, the plans, specifications, and form of contract for the WPCP Sludge Building MCC Replacement are on file in the office of the City Clerk; and

WHEREAS, ABC Electric, Inc. has submitted a low bid in the amount of \$63,261.00 for this contract.

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

That the bid of ABC Electric, Inc. in the amount of \$63,261.00 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 WPCP Sludge Building MCC Replacement; and

BE IT FURTHER RESOLVED

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

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

August 22, 2016

Matthew J. Walsh,

Mayor

ATTEST:

Marcia L. Worden,

City Clerk

Council Communication

Department: Legal, Richard Wade, City Attorney	Ordinance No. Resolution No. <u>16-220</u>	Council Action: <u>8/22/2016</u>
Subject/Title		
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE CONSENT TO COLLATERAL ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT FOR THE 100 BLOCK PHASE II PROJECT.		
American National Bank is financing the Pottawattamie County Development Corporation – 100 Block Phase II project. As a condition for the financing, American National Bank needs the ability to step in if the developer defaults, and complete the project.		
I have reviewed the Assignment document being proposed and it has no material impact on the rights and duties of the City as set out in the actual Development Agreement.		
Recommendation		
To approve the Resolution authorizing the Mayor to execute the Consent to Collateral Assignment of Agreement for Private Development.		

 Richard Wade, City Attorney

 Mayor Signature

**CONSENT TO COLLATERAL ASSIGNMENT OF
AGREEMENT FOR PRIVATE DEVELOPMENT**

The City of Council Bluffs (the "City"), by and through the undersigned Mayor of the City, hereby consents to the terms and conditions of the above and foregoing Collateral Assignment of the Agreement for Private Development (the "Collateral Assignment") dated the _____ day of _____, 2016, collaterally assigning the payments due or to become due to the Borrower from the City in the amount of \$750,000.00 under that certain Agreement for Private Development (the "Development Agreement") dated 11th day of July, 2016 between the City and Pottawattamie County Development Corporation, an Iowa Corporation ("Developer"), to American National Bank, a national banking association ("Lender") for the purpose of securing loans from Lender to Developer, and further agrees:

a) **Redirection of Payments.** To redirection of the payments under the Development Agreement directly to the Lender for application to payment of that certain current indebtedness to Lender secured against the Development Agreement.

b) **Lender may Encumber Development Property.** That, notwithstanding any provision in the Development Agreement or otherwise, that Lender shall be permitted to secure all indebtedness owed to Lender by Borrower and the notes documenting such indebtedness with a mortgage or mortgages, including all amendments, restatements, renewals, replacements and extensions thereof (the "Mortgages"), against the Development Property or Minimum Improvements as those terms are defined in the Development Agreement, and that to any rights of the City under the Development Agreement liens shall at all times be subordinate to such Mortgages.

c) **Cure of Defaults under the Development Agreement.**

1. **Monetary Default.** If a monetary event of default occurs under the terms of the Development Agreement, prior to exercising any remedies thereunder, the City shall give Lender simultaneous written notice of such default at the address set forth in the Collateral Assignment. Lender shall have a period of sixty (60) days after such notice is given within which to cure the default prior to exercise of remedies by the City under the Development Agreement, or such longer period of time as may be specified in the Development Agreement.

2. **Non-Monetary Default.** If a non-monetary event of default occurs under the terms of the Development Agreement, prior to exercising any remedies thereunder the City shall give the Lender simultaneous written notice of such default at the address set forth in the Collateral Assignment. If the default is reasonably capable of being cured within sixty (60) days, the Lender shall have such period to effect a cure prior to exercise of remedies by the City under the Development Agreement, or such longer period of time as may be specified in the Development Agreement. If the default is such that it is not reasonably capable of being cured within sixty (60) days or such longer period if so

specified, and if the Lender (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Lender shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the City.

3. Lender Right to Decline to Cure. The Lender shall have the right to cure or not cure any default, or abandon any cure once undertaken, in its sole and absolute discretion.

d) Assumption of the Obligations of the Developer. The City consents to the Lender's right to assume the rights of the Borrower under the Development Agreement upon an uncured Event of Default under the Lender's Loan Documents in order that Lender may proceed to complete the Project. Nothing herein implies that Lender is under any obligation to complete the Project.

Dated this _____ day of _____, 2016.

CITY OF COUNCIL BLUFFS, a Municipal Corporation

By: _____
Mayor of the City of Council Bluffs

Approved as to Form:

City Attorney

Attest:

City Clerk of the City of Council Bluffs

**SECURITY AGREEMENT AND ASSIGNMENT OF
AGREEMENT FOR PRIVATE DEVELOPMENT**

THIS SECURITY AGREEMENT and ASSIGNMENT (this "Assignment") is made as of the ____ day of _____, 2016, between POTTAWATTAMIE COUNTY DEVELOPMENT CORPORATION, an Iowa Corporation (the "Borrower"), and AMERICAN NATIONAL BANK, a national banking association, and its successors and/or assigns (the "Lender").

WITNESSETH:

WHEREAS, the Borrower and the Lender have entered into a Construction Loan Agreement dated of even date herewith (hereinafter called the "Loan Agreement"), pursuant to which the Lender has agreed to lend to the Borrower the sums of \$1,450,000.00, \$2,150,000.00 and \$400,000.00; and

WHEREAS, in accordance with the Loan Agreement, the Borrower has executed and delivered to the Lender Promissory Notes, dated of even date herewith, in the principal amounts of \$1,450,000.00, \$2,150,000.00 and \$400,000.00 (the "Notes"); and

WHEREAS, to secure payment and performance of the obligations of the Borrower under the Loan Agreement and the Notes, the Borrower has executed and delivered to the Lender a Combination Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Financing Statement, of even date herewith (the "Mortgage"), covering, *inter alia*, real estate situated in Council Bluffs, County of Pottawattamie, State of Iowa, legally described on Exhibit A attached hereto and hereby made a part hereof, and the buildings and improvements and certain furniture, fixtures, furnishings, equipment, machinery and personal property owned by the Borrower now or hereafter located thereon (the "Mortgaged Premises"); and

WHEREAS, said principal amount, together with interest thereon at the rate or rates provided in each of the Notes, is payable in accordance with the terms of such Notes, with the entire unpaid principal balances of such Notes, and any unpaid, accrued interest thereon maturing and being due and payable in full not later than the Maturity Dates as set forth in such Notes; and

WHEREAS, the Notes, and all other documents and instruments given by Borrower to evidence or secure repayment of the Loans, identified herein, including (without limitation) the Loan Agreement and any Loan Documents as defined therein are referred to as the "Loan Documents";

WHEREAS, the Borrower is a party to that certain Agreement for Private Development dated the 11th day of July, 2016 (the "Development Agreement"), under which the Borrower has certain rights and obligations relating to the Project as defined in the Loan Agreement; and

WHEREAS, the Lender, as a condition to making the Loans evidenced by the

Notes, has required the execution of this Agreement in connection with the Development Agreement.

NOW THEREFORE, in consideration of the premises, and in further consideration of the sum of One and No/100ths Dollars (\$1.00) paid by the Lender to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby grant, transfer, set over, assign and deliver to the Lender all of the Borrower's right, title and interest in and to the Development Agreement for the purpose of securing:

(a) Payment of all indebtedness evidenced by the Notes and each of them (including any amendments, renewals or replacements thereof), of all other sums secured by the Mortgage, the Loan Documents, and of all sums payable by the Borrower hereunder; and

(b) Performance and discharge of each and every obligation, covenant and agreement of the Borrower contained herein, in each separate Note, in the Mortgage, and in any other instrument which secures or refers to the Notes or any of them; and

a) To protect the security of this Assignment, the Borrower agrees as follows:

1. Performance under the Development Agreement. The Borrower agrees to promptly, and diligently observe, perform and discharge each and every term, condition, obligation, covenant and agreement which the Borrower is now, or hereafter becomes, liable to observe, perform or discharge under the Development Agreement and to give prompt written notice to the Lender of any notice of default under the Development Agreement on the part of the Borrower received from any party thereunder, or on the part of any other party given by the Borrower thereunder, together with an accurate and complete copy of any such notice; and, at the sole cost and expense of the Borrower, to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the parties under the Development Agreement.

Comment [HDS1]: Does not affect City.

2. Actions Arising Out of the Development Agreement. The Borrower shall, at the Borrower's sole cost and expense, appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or affecting the Development Agreement, the duties or liabilities of the Borrower thereunder, and to pay all reasonable costs and expenses of the Lender, including reasonable attorneys' fees (prior to trial, at trial and on appeal), in connection with any such dispute, action or proceeding in which the Lender may appear or with respect to which it may otherwise incur reasonable costs or expenses, whether or not the Lender prevails therein.

Comment [HDS2]: Does not affect City.

3. Lender's Right to Perform. Should the Borrower fail to make any

payment or to materially comply with the terms of this Assignment, then the Lender may, but without obligation to do so, without notice or demand to or upon the Borrower, and without releasing the Borrower from any obligation hereof, make or do the same in such manner and to such extent as the Lender may deem reasonably necessary to protect the security hereof, including specifically, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and observing, performing and discharging all or any of the obligations, covenants and agreements of the Borrower in the Development Agreement. In exercising any such powers, the Lender may pay its costs and expenses, employ counsel and incur and pay attorneys' fees (prior to trial, at trial and on appeal). The Borrower hereby grants to the Lender an irrevocable power of attorney, coupled with an interest, which shall continue and be irrevocable during the existence of a default by Borrower hereunder, to perform as the Borrower's agent and in the Borrower's name should the Borrower fail to materially comply with any of the terms of this Assignment. Without limitation of the foregoing, the Borrower expressly grants to Lender all rights and powers under the Development Agreement to demand and collect all payments or funds directly from any public authority who is a maker or otherwise obligated to make payments under or in connection with the Development Agreement.

Comment [HDS3]: Allows Lender to act under the Development Agreement

4. Borrower to Reimburse Lender. The Borrower agrees to reimburse the Lender, upon demand, for all reasonable sums expended by the Lender under the authority hereof, together with interest thereon at the Default Rate (as defined in the respective Notes) from the date expended, and the same shall be added to the indebtedness evidenced by the Notes and shall be secured hereby and by the Mortgage.

Comment [HDS4]: Does not affect City

5. No Modification without Consent. Without the prior written approval by the Lender, the Borrower agrees not to modify, amend, extend, waive or in any manner alter the terms of the Development Agreement or amounts payable thereunder, and not to waive, excuse or condone any default by any party under the Development Agreement; not to in any manner release or discharge any party of or from any obligation, covenant, condition or agreement by any party to be performed under the Development Agreement; not to grant any concession to a party under the Development Agreement; not to cancel or terminate the Development Agreement; not to consent to any assignment by any party of rights under the Development Agreement; not to grant any other rights or interest in the Development Agreement.

Comment [HDS5]: Does not affect City. Borrower agrees not to amend

b) The Borrower hereby covenants, represents and warrants to the Lender that:

1. Borrower's Authority. The Borrower has good right and lawful authority

to grant, transfer, set over and assign, and, other than the Mortgage, Borrower has not executed any prior assignment or alienation of its rights, title and interest in, to and under the Development Agreement, or otherwise encumbered the same.

2. **No Conflicting Agreements.** The Borrower has not performed or committed any act or executed any instrument, and is not bound by any law, statute, regulation, order, mortgage, indenture, contract or agreement, which might prevent the Lender from operating under any of the terms and conditions hereof, or which would limit the Lender in such operation.
 3. **No Other Assignments.** The Borrower has not executed or agreed to, and shall not execute or agree to, any other assignment, alienation, pledge, encumbrance or transfer of any of its right, title or interest in, to or under the Development Agreement, except as provided for in the Mortgage.
 4. **Development Agreement in Effect.** The Development Agreement, which has been executed on or before the date hereof, is in full force and effect and has not been amended or modified; the Borrower has granted no concession and no waiver, release, reduction, postponement or alteration of rights under the Development Agreement; and there is no default now existing under the Development Agreement, nor has any event occurred which, with the passage of time and/or the giving of notice, would constitute a default thereunder.
- c) It is mutually agreed that:
1. **Present Assignment.** This is a present, absolute, effective, irrevocable and complete assignment by the Borrower to the Lender of the Development Agreement.
 2. **Lender Rights upon Default.** Upon, or at any time after the occurrence of an Event of Default hereunder, under the Notes or any of them, under the Mortgage, under the Loan Agreement, or under any Other Loan Document, or if any representation or warranty made by the Borrower to the Lender in connection with the Loans evidenced by the Notes is untrue in any material respect, the Lender may, at its option, but without obligation to do so, without notice to or consent of the Borrower, either in person or by agent, without regard for the adequacy of the security for the indebtedness secured hereby or the solvency of the Borrower, with or without bringing any action or proceeding, by a receiver or trustee to be appointed by a court, Lender may act for all purposes as the Borrower could act and exercise all rights and privileges of the Borrower under the Development Agreement and do any acts which the Lender deems proper to protect the security hereof.

Notwithstanding anything to the contrary in this Assignment, to the extent

Comment (HDS6): Lender may act under Development Agreement

that the default, foreclosure or receiver provisions of this Assignment shall contradict those contained within the Mortgage, the Mortgage shall control, except that under all circumstances this Assignment shall be construed to be present, absolute, effective, irrevocable and complete.

3. Lender Not a Partner. The Lender shall not be deemed to be a partner of, or a joint venturer with, the Borrower. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Development Agreement by reason of this Assignment, AND THE BORROWER SHALL AND DOES HEREBY AGREE TO DEFEND AND INDEMNIFY THE LENDER AGAINST, AND TO HOLD IT HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH THE LENDER MAY OR MIGHT INCUR BY REASON OF THIS ASSIGNMENT AND AGAINST AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST THE LENDER BY REASON OF ANY ALLEGED OBLIGATION OR UNDERTAKING ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN THE DEVELOPMENT AGREEMENT. Should the Lender incur any such liability, loss or damage by reason of this Assignment, or as a result of or in defending against any such claims or demands, then the amount thereof, including costs, expenses and attorneys' fees (including such costs, expenses and fees prior to trial, at trial and on appeal), together with interest thereon at the Default Rate from the date incurred, shall be secured hereby and by the Mortgage, and the Borrower shall reimburse the Lender therefor immediately upon demand. It is agreed and understood by the parties hereto that the Borrower's indemnities set forth herein shall not apply to any liability, loss or damage resulting from the Lender's gross negligence or willful misconduct.
4. Events of Default under Loan Documents. If any Event of Default shall occur under the Notes or any of them, under the Mortgage, under the Loan Agreement, or under any other Loan Document or hereunder, or if any representation or warranty made by the Borrower to the Lender in connection with any loan evidenced by the Notes is untrue in any material respect, then the Lender may, at its option, declare all sums secured hereby immediately due and payable, and, in addition to making available to the Lender any remedies for default herein set forth, such Event of Default or breach of representation or warranty shall, at the Lender's sole option, constitute and be deemed to be an Event of Default under the Mortgage, entitling the Lender to every and all rights and remedies therein contained, in addition to those rights and remedies herein set forth, without regard to the adequacy of security for the indebtedness secured hereby, the commission of waste or the insolvency of the Borrower.

5. Termination upon Payment in Full. Upon the payment in full of all of the indebtedness secured hereby, the Lender shall, upon the request of the Borrower, execute and deliver to the Borrower a proper instrument or instruments acknowledging the release and termination of the security interests created by the Mortgage and this Assignment, and shall duly assign and deliver to the Borrower the collateral described in the Mortgage and in this Assignment as may be in the possession of the Lender and not previously sold or otherwise applied pursuant to the Mortgage or this Assignment.
6. Defined terms. All capitalized terms not otherwise defined in this Assignment shall have the meanings given to them in the Loan Agreement.
7. Construction According to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms hereof shall be in no way affected thereby. The Lender shall be entitled to all rights and remedies available hereunder, under the Notes, or any of them, under the Mortgage, under the Loan Agreement, under any other Loan Document, at law, in equity or under statute now and/or at the time of exercise thereof, even though such rights and remedies were not available on the date first above written, and all such rights and remedies may be exercised at any time and from time to time concurrently, separately, successively and in any order of preference, at the Lender's sole discretion.
8. Successors and Assigns. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective legal representatives, successors and assigns of the Borrower and the Lender; provided, however, that nothing in this section is intended to be or shall be construed as a waiver of the rights of the Lender under the Mortgage.
9. Additional Security. This Assignment is given as security in addition to the security of the Mortgage, and not as part of the security of the Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage and during any statutory period of redemption. The Lender shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the Lender may exercise the security hereof and of the Mortgage concurrently or independently and in any order of preference, all rights and remedies of the Lender set forth herein, in the Notes or any of them, in the Mortgage,

in the Loan Agreement, in the other Loan Documents, at law, in equity, under statute and by contract being cumulative. No failure by the Lender to avail itself of any of the terms, covenants or conditions of this Assignment for any period of time shall be deemed to constitute a waiver thereof. Pursuant to the terms of the Loan Agreement, the Lender shall have the right to assign the Borrower's rights, title and interests in, to and under the Development Agreement to any other or subsequent holders of the Notes or any of them or any participant therein, or to any person, party or entity which acquires title to the Mortgaged Premises through foreclosure or otherwise, and any such assignees shall have all of the rights, remedies and powers provided to the Lender herein. All words and phrases used herein shall be construed to include the singular or plural number and the masculine, feminine or neuter gender, as may be appropriate under the circumstances.

10. Filings by Lender. Lender may file for record this Assignment, a financing statement or statements in connection with this Assignment, a memorandum of this Assignment, or such other continuation statements, instruments, certificates and documents and in such offices as it may deem necessary.
11. Further Assurances. Borrower will, upon request of Lender, promptly correct any errors which may be discovered in the contents of this Assignment or in the execution hereof, and will execute, acknowledge and deliver such further instruments and do such further acts as may be reasonably necessary or as may be reasonably requested by the Lender to carry out more effectively the purposes of this Assignment, to subject to the lien and security interest hereby created any of Borrower's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain such lien and security interest. Upon any failure by the Borrower to do so, the Lender may make, execute, record, file, re-record or refile any and all such financing statements, continuation statements, instruments, certificates and documents for and in the name of the Borrower. The filing of any financing statement relating to any property or rights or interest generally or specifically described herein shall not be construed to diminish or alter any of Lender's rights or priorities hereunder.
12. Severability. Should any term, provision, covenant or condition of this Assignment be held to be void or invalid, the same shall not affect any other term, provision, covenant or condition of this Assignment, but the remainder hereof shall be effective as though such term, provision, covenant or condition had not been contained herein.
13. Notices. Any notice demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i)

delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iii) sent by email to an email address as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iv) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (v) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Borrower: Pottawattamie County Development Corporation
1228 South Main Street
Council Bluffs, Iowa 51503
Attn: Charlene Secondo

with copy to: Telpner, Person, Smith, Ruesch, Thomas & Simpson, LLP
25 Main Place
Suite 200
Council Bluffs, Iowa 51502-0248
Attn: Jack E. Ruesch

If to Lender: American National Bank
8990 W. Dodge Road
Omaha, NE 68114-3383
Attn: Brian Andersen

with copy to: Smith Slusky Law
8712 West Dodge Road
Suite 400
Omaha, NE 68114
Attn: H. Daniel Smith

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) days prior to the effective date of said change.

14. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any party to a counterpart shall be

deemed to be a signature to, and may be appended to, any other counterpart. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

15. Governing Law. This Assignment, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Iowa.
16. Headings. The headings or captions of the sections set forth herein are for convenience only, are not a part of this Assignment and are not to be considered in interpreting this Assignment.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be duly executed as of the day and year first above written.

BORROWER:

POTTAWATTAMIE COUNTY DEVELOPMENT CORPORATION, an Iowa corporation

By:

Chet Jackson, President of Pottawattamie County Development Corporation

This Instrument Was Drafted by:

**H. Daniel Smith
Smith Slusky Law
8712 West Dodge Road
Suite 400
Omaha, NE 68114**

**Signature Page - Assignment and Security Agreement -
Agreement for Private Development
Pottawattamie County Development Corporation
§ - 1**

EXHIBIT A

Legal Description not available at time of drafting.

Comment: [HDS7]

Exhibit Page - Assignment and Security Agreement –
Agreement for Private Development
Pottawattamie County Development Corporation
A - 1

RESOLUTION NO. 16-220

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE CONSENT TO COLLATERAL ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT FOR THE 100 BLOCK PHASE II PROJECT.

WHEREAS, As a condition of financing, American National Bank needs the ability to step in if the Developer defaults; and

WHEREAS, The Consent Agreement has no material change of rights and duties of the City as set out in the Development Agreement; and

WHEREAS, it is in the best interest of the City of Council Bluffs to execute the Agreements.

**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 the Consent to Collateral Assignment of Agreement for Private Development.

ADOPTED
AND
APPROVED

August 22, 2016

MATTHEW J. WALSH Mayor

Attest:

MARCIA L. WORDEN City Clerk

COUNCIL COMMUNICATION

Department: Police Department Ordinance No. _____ First Reading August 22, 2016
Case/Project No.: _____ Resolution No. 16-221
Applicant: Tim Carmody, Police Chief

SUBJECT/TITLE

Council consideration of a resolution authorizing the Mayor to execute an agreement with Project Advocates for owner's representative and related services during the design, development, bidding, construction and commissioning phases of a new police headquarters building.

BACKGROUND/DISCUSSION

Over the last year staff from the Police Department, citizens and other City staff have worked with a team of subject matter experts to conduct a needs assessment and site selection. That phase of the project has been completed and on Tuesday, May 3, 2016 the citizens of Council Bluffs approved a \$20 million dollar bond to fund the project.

On July 11, 2016 Council approved a resolution for Mayor Walsh to negotiate with Project Advocates for owner's representative and related services during the design, development, bidding, construction and commissioning phases of a new Police Headquarters Building.

Since the resolution was approved staff has negotiated with Project Advocates to define the scope of their services, the fees and a tentative schedule for the project – attached. The fees for these services are budgeted in the total cost of the project.

RECOMMENDATION

Staff recommends approval of the attached agreement, which has been reviewed by the City Attorney.

Tim Carmody, Chief of Police



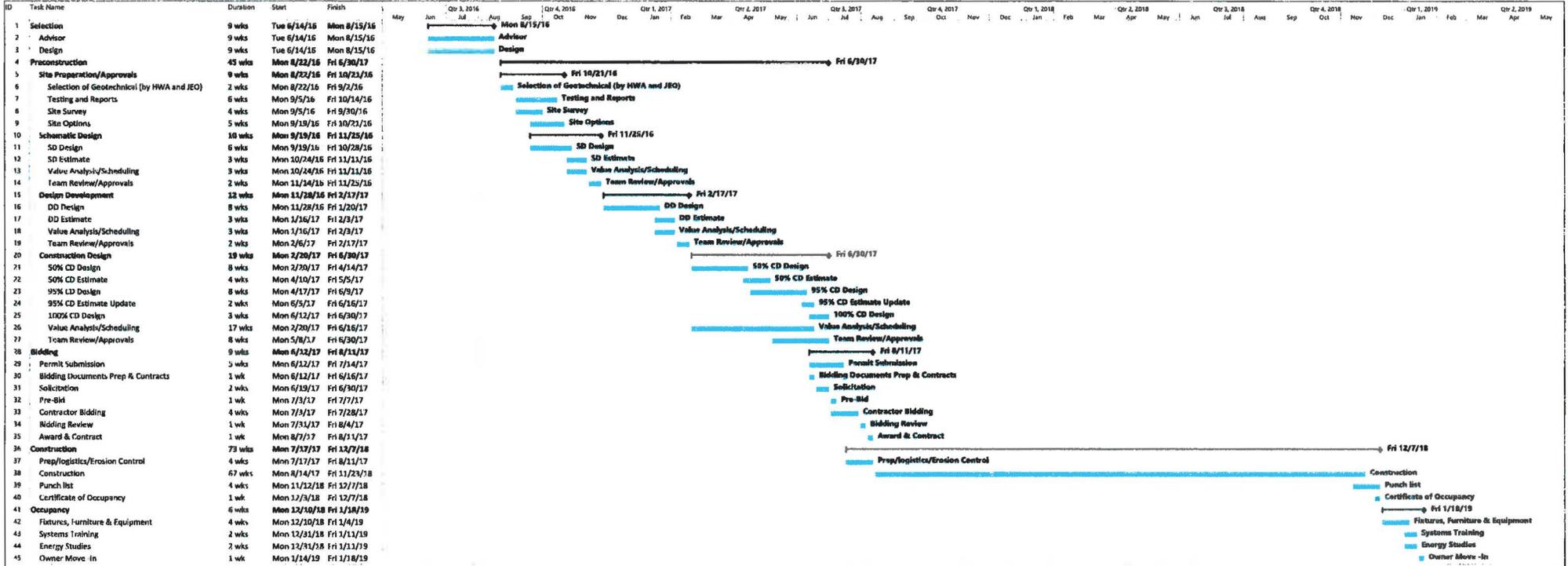
Council Bluffs - New Police Headquarters

Schedule of Work

8/5/2016



PROJECT ADVOCATES
Your Project. Our Passion.



**Council Bluffs Police Headquarters
Initial TVD Cost Planning Report
Council Bluffs, Iowa
August 5, 2016**



Estimate Type: Target Value Design
 Construction Start: Summer 2017
 Construction Completion: End of 2018
 Program GSF: 58,000
 Vehicle Bay 5,100
 Base Building 52,900

Construction Hard Costs	TARGET Estimate - Probable		\$/GSF	
Site	\$ 1,185,000	7.88%	\$20.43	Calculated on total Program SF (58,000 gsf)
Site Preparation	\$ 135,000		\$2.33	
Site Improvements	\$ 500,000		\$8.62	PAVEMENT/HARDSCAPES/LANDSCAPES
Site Civil / Mech Utilities	\$ 450,000		\$7.76	STORM/SANITARY/WATER/POWER/SITE LIGHT
Public Safety/Selective Building Demolition	\$ 100,000		\$1.72	FENCING AND GATES
Building	\$ 11,485,000	76.41%	\$217.11	Calculated on total base building SF (52,900 sf)
SUBSTRUCTURE	\$ 600,000		\$11.34	
SHELL	\$ 2,900,000		\$54.82	ASSUMES STACKED AND EFFICIENT FOOTPRINT
INTERIORS	\$ 2,800,000		\$52.93	INCLUDES 25% BURNISHED BLOCK
VERTICAL TRANSPORTATION	\$ 90,000		\$1.70	SINGLE 2 STOP ELEVATOR (OVERSIZED)
PLUMBING	\$ 600,000		\$11.34	
HVAC	\$ 1,800,000		\$34.03	INCLUDES GSHP SYSTEM (\$12k/TON)
FIRE PROTECTIONS	\$ 195,000		\$3.69	
ELECTRICAL	\$ 1,500,000		\$28.36	INCLUDES MISSION CRITICAL GENERATOR
LOW VOLTAGE/SPECIAL SYSTEMS	\$ 925,000		\$17.49	COMMUNICATION CENTER/SECURITY/IT BACKBONE/PHONES
SPECIAL CONSTRUCTION & DEMOLITION	\$ 75,000		\$1.42	SALLY PORT SPECIALTIES
Special Construction	\$ 510,000		\$100.00	Calculated on Vehicle Bay SF (5,100 sf)
SP CONSTRUCTION - VEHICLE BAY	\$ 510,000		\$100.00	SEPARATE PREENGINEERED OUTBUILDING
General Conditions/Site Services/Fee	\$ 1,850,000	12.31%	\$31.90	Calculated on total Program SF (58,000 gsf)
General Contractor Overhead and Profit	\$ 600,000		\$10.34	APPROXIMATELY 4%
General Requirements	\$ 1,250,000		\$21.55	APPROXIMATELY 8%
Total Construction Hard Costs Total	\$ 15,030,000	75.15%	\$259.14	Calculated on total Program SF (58,000 gsf)
Headquarter Construction Costs Total	\$ 14,520,000		\$274.48	With some enhancements. Calculated on total base building SF (52,900 sf)
Soft Costs & Other				
Professional Services (see below)	\$ 2,226,269	14.81%	\$38.38	no permitting costs required
FF&E	\$ 862,731	5.74%	\$14.87	FURNITURE AND SPECIALTY EQUIPMENT (moving costs assumed in CB operations budget)
Real Estate Cost	\$ 881,000	5.88%	\$15.19	
Owner Contingency	\$ 1,000,000	5.00%	\$17.24	
Soft Costs & Other Total	\$ 4,970,000	24.85%	\$85.69	Calculated on total Program SF (58,000 gsf)
Total Project Budget	\$ 20,000,000		\$344.83	Calculated on total Program SF (58,000 gsf)
Cost/GSF	\$ 344.83	/sf		

Professional Services:

HWA & consultants	\$ 1,202,400	BASE FEE	PA	\$ 592,400	BASE FEE (lump sum)
initial services	\$ 57,500	survey, geo, well	expenses	\$ 15,000	allowance
cost estimating (SD & DD)	\$ 19,500		commissioning	\$ 60,000	allowance
City Planning approvals	\$ 13,200		occupancy activation	\$ 35,000	allowance
Road easements	\$ 4,000		testing	\$ 75,000	allowance
Record drawings	\$ 54,240		Sub-Total	\$ 777,400	
Additional visits	\$ 9,600	8 additional to the 16			
Reimbursibles (max)	\$ 88,429	Range 5 - 8%, use 6.5%			
Sub-Total	\$ 1,448,869		TOTAL	\$ 2,226,269	

This Agreement dated August __, 2016 between the *Owner, The City of Council Bluffs*, and the Owner's Representative, **Project Advocates**, shall define the services and terms agreed to execute the Owner's Representation, Design Management and Cost Planning, and defined Project Management services for the new **Council Bluffs Police Headquarters Facility** located in Council Bluffs, IA designed by the *Architect Hoefer Wysocki Architects* of Leawood, KS.

The Owner's Designated Representative is Tim Carmody on behalf of the City of Council Bluffs.

The Owner's Representative's Designated Representative is John Taylor or Radd Way.

Basic Owner's Representation Services for design and cost management on an hourly, lump sum basis:

Design Management and Cost Planning Phase services – Fee of \$280,000

Detailed Scope of the Services for Design and Cost Management Phase:

- ❖ Develop overall budget, SD, DD, and CD budgets including projections of both non-construction and construction costs to maintain the overall project budget within the \$20 million overall budget.
- ❖ Work with project team as necessary to provide services prior to design commencement.
- ❖ Establish communication protocols, including distribution of reports, minutes, etc. as requested.
- ❖ Review design and other professional services to ensure that Owner's schedule and program criteria are communicated to other professional service providers.
- ❖ Prepare Conceptual Estimates based on concepts prepared by the design team.
- ❖ Provide value alternates based on alternate concepts prior final to decisions and prior to proceeding with design.
- ❖ Assist designer and the City in assessing on-site conditions as part of initial conceptual design.
- ❖ Manage the design and engineering services to ensure they remain within the project budget parameters while maintaining quality, scope, and schedule.
- ❖ Establish communications and collaboration between all team members and the community.
- ❖ Advise Owner on most suitable form of construction contract, and the method of construction contractor selection to meet all public State of Iowa public bidding requirements.
- ❖ Manage the construction contractor selection process. Prepare competitive request for proposals, analyze responses, organize interviews (if necessary), and advise Owner in selection and negotiating business terms of contract.

Schedule/Communications Phase services- Fee of \$70,400

Detailed Scope of the Services for Schedule/Communications Phase:

- ❖ Organize and manage the preparation of detailed schedules with cost projections to be used during construction phase.
- ❖ Regularly update overall project schedule based on cost estimates and market input as required.
- ❖ Detailed review of plans with Owner and design professionals to minimize change orders during construction.
- ❖ Schedule, organize and monitor public approval process to obtain all required reviews and permits.
- ❖ Establish communications through public and private websites and social media to inform appropriate parties of the status, process, and schedule of activities and progress throughout the project's duration.

It is anticipated that the schedule to complete all Design Management and Cost Planning phase services shall not extend for more than 15 months from the date of this agreement. If the time to complete is extended for any reason both parties reserve the right to renegotiate the fee or terminate the agreement. The owner may terminate services at the completion of these services.

Basic Project Construction Management Services - Fee of \$167,000

Detailed Scope of the Services for Construction Phase:

- ❖ Lead (Regular) project team meetings; attend contractor's trade coordination meetings, as required.
- ❖ Visit construction site as required to monitor process and quality; identify potential problems.
- ❖ Full quality and safety performance inspections of the on-site contractors.
- ❖ Review and recommend payment to vendors and contractor. (Review and approve pay requisitions from the A/E firms, FF&E Vendors, and Contractors)
- ❖ Acting as the Owner's advocate, mediate, resolve disagreements between design team, contractor, or others if necessary.
- ❖ Maintain and track construction budget.
- ❖ Identify and track potential change orders, negotiate contract changes with contactors and design professionals.
- ❖ Coordinate Owner purchased items for delivery and installment within overall construction schedule.
- ❖ Instruct Architect and Contractor to apply for all required permits and monitor municipal review process until all required permits, inspections, approvals, sign-offs and certificates of occupancy are finalized.

Basic Occupancy and FF&E Project Management Services - Fee of \$75,000

Detailed Scope of the Services for Occupancy Phase:

- ❖ Oversee and monitor preparation and completion of substantial and final completion documentation by architect and contractor, including “punch lists,” operating and maintenance manuals, warranties and as-built documents.
- ❖ Coordinate with Owner to arrange move-in and occupancy.
- ❖ Mediate and resolve post-occupancy issues relating to design and construction.
- ❖ FF&E procurement, coordination, move-in, and occupancy as needed.

Budget and Schedule: This agreement is based upon the Target Value Design budget and Schedule of Work, both dated 8/5/16, as attached.

Additional Services and Exclusions: Not included in the above fees

- Reimbursable expenses, at cost Budget \$15,000, allowance
- MEP commissioning Budget \$60,000, allowance
- Occupancy activation services Budget \$35,000, allowance
- Testing Cost Budget \$75,000, allowance. Procurement included in services
- Permitting Cost None required. Management included in services
- Geotechnical BY HWA and JEO
- Survey and test well for geothermal By HWA

Hourly Rates: (through 2016, adjustments may be requested for future years as agreed)

- Principal \$180/hr
- Partner \$130/hr
- Support \$ 90/hr

Terms and Conditions for the entire agreement:

Extent of Owner’s Representative Responsibilities: The Owner’s Representative shall exercise reasonable care in preparing schedules and estimates. The Owner’s Representative, however, does not warrant or guarantee estimates and schedule. The Owner’s Representative is not required to design the Project within the Owner’s budget or to ascertain that the Drawings and Specification are so designed or are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner’s Representative shall promptly report to the Architect and Owner any nonconformity discovered by or made known.

Project Advocates’ Responsibility: Project Advocates shall be responsible for the professional quality and technical accuracy of all services furnished by Project Advocates under this Agreement, except for that work provided by Client. Project Advocates shall, without additional compensation, correct or revise any error or deficiencies in its services. Approval of the Client of any such services shall not in any way relieve Project Advocates of responsibility for the technical accuracy and adequacy of said services. The Client’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.

Indemnification: Project Advocates agrees to indemnify and save harmless the Client, its officers and employees from and against any and all claims including reasonable attorneys' fees to the extent caused by the negligent acts, errors, or omissions of Project Advocates, its officers, 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 Client and Project Advocates, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Project Advocates and their sub-consultants to the Client 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 Project Advocates and their sub-consultants to all those named shall not exceed the total fee amount, initially \$592,400. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Insurance: Project Advocates shall maintain insurance to protect Project Advocates 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 to the extent caused by negligent errors, omissions, or acts for Project Advocates 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

Dispute Resolution: 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. However, the Client and Project Advocates shall attempt to resolve any disputes first by direct discussions, and then by mediation. Both shall be a condition precedent to any arbitration.

The cost of mediation or arbitration, if any, will be divided equally between the Client and Project Advocates.

Termination: The Owner may terminate this agreement with 7 days written notice with or without cause and the Owner's Representative may also terminate the agreement with 7 days written notice if payment terms are not met or agreement is extended past the agreed upon schedule for services. Owner's Representative shall be paid for all services provided up to the date of termination plus reasonable demobilization costs.

Payment Terms: Services and fees are to be provided as authorized and shall be invoiced monthly as incurred and paid net 30.

Reimbursable Costs: All travel expenses, printing, permitting, design related consultant costs, VDC (Virtual Design & Construction) 4D and 5D modeling, project website & document management services, and any site related costs shall be paid at actual cost. These costs are excluded in the lump sum fees outlined above.

Transferable Contract: The Owner may transfer the contract to another entity and Project Advocates shall accept the transfer unless scope or terms are altered.

The Owner's Representative and Owner may renegotiate services and fees for services if project requirements change.

The undersigned agrees to the terms of this agreement hereby gives notice to proceed with executing the services described.

Owner,
City of Council Bluffs

Owner's Representative,
Project Advocates

By: Matthew J. Walsh
Designated Representative

By: John Taylor
Designated Representative

Date: _____

Date: _____

NONDISCRIMINATION CLAUSE

All engineers, contractors, subcontractors, vendors and suppliers of goods and services doing business with the City of Council Bluffs under this contract agree as follows:

1. The contractor, subcontractor, vendor and supplier of goods and services will not discriminate against an employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, religion, economic status, age, disabilities, political opinions, or affiliations or an applicant or employee based upon the nature of the job occupation. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action Program to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinions or affiliations. Such action shall include, but not be limited to, the following:

- a. Employment
- b. Upgrading
- c. Demotion or transfer
- d. Recruitment and advertising
- e. Layoff or termination
- f. Rates of pay or other forms of compensation
- g. Selection for training, including apprenticeship

2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinion or affiliations.

3. The contractor, subcontractor, vendor and supplier or his collective bargaining representative 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 advising the said labor union or workers' representative of the contractors' commitments under this section.

4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all federal, state and local rules, regulations and directives, including the orders of the State of Iowa Affirmative Action Program Contract Compliance Provisions.

5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the City of Council Bluffs, said forms may elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself and said contractor, subcontractor, vendor and supplier will permit access to his employment books, records, and accounts to the City of Council Bluffs, for the purpose of investigation to ascertain

compliance with this contract and with rules and regulations as stated in paragraph 4 above.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations and orders; this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized by federal, state and local law.

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract, subcontract or purchase order, unless exempted by federal, state or local law, and will provide in every subcontract or purchase order that said provisions will be binding upon each contractor, subcontractor or seller.

8. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, ancestry, religion, economic status, age, or disabilities, unless disabilities are based upon the nature of the job occupation.

Signature & Title of appropriate official

Date

RESOLUTION
NO 16-221

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
PROJECT ADVOCATES FOR OWNER'S REPRESENTATIVE AND RELATED
SERVICES DURING THE DESIGN, DEVELOPMENT, BIDDING, CONSTRUCTION
AND COMMISSIONING PHASES OF A NEW POLICE HEADQUARTERS BUILDING.**

- WHEREAS, on May 3, 2016, the citizens of Council Bluffs approved a \$20 million dollar bond to fund the project; and
- WHEREAS, on July 11, 2016 Council approved a resolution authorizing Mayor Walsh to negotiate with Project Advocates (PA) for owner's representative, and related services during the design, development, bidding, construction and commissioning phases of a new Police Headquarters building; and
- WHEREAS, since the resolution was approved staff has negotiated with Project Advocates (PA) to define the scope of their services and the fees for the project; and
- WHEREAS, the fees for these services are budgeted in the total cost of the project, and

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

That the Mayor is hereby authorized, empowered, and directed to execute an agreement with Project Advocates for and on behalf of the City of Council Bluffs for owner's representative and related services during the design, development, bidding, construction and commission phases and finalize the scope of services and the total cost of the project for the Council Bluffs Police Headquarters Building.

ADOPTED
AND
APPROVED

August 22, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

COUNCIL COMMUNICATION

Department: Police Department Ordinance No. _____ First Reading August 22, 2016
Case/Project No.: _____ Resolution No. 16-222
Applicant: Tim Carmody, Police Chief

SUBJECT/TITLE

Council consideration of a resolution authorizing the Mayor to execute an agreement with Hoefler Wysocki Architecture (HWA) for design and related services during the design, development, bidding, construction and commissioning phases of a new police headquarters building.

BACKGROUND/DISCUSSION

Over the last year staff from the Police Department, citizens and other City staff have worked with a team of subject matter experts to conduct a needs assessment and site selection. That phase of the project has been completed and on Tuesday, May 3, 2016 the citizens of Council Bluffs approved a \$20 million dollar bond to fund the project.

On July 25, 2016 Council approved a resolution for Mayor Walsh to negotiate with Hoefler Wysocki Architecture (HWA) for design and related services during the design, development, bidding, construction and commissioning phases of a new police headquarters building.

Since the resolution was approved staff has negotiated with Hoefler Wysocki Architecture (HWA) to define the scope of their services and the fees for the project – attached. The fees for these services are budgeted in the total cost of the project.

RECOMMENDATION

Staff recommends approval of the attached agreement, which has been reviewed by the City Attorney.

Tim Carmody, Chief of Police

**Council Bluffs Police Headquarters
Initial TVD Cost Planning Report
Council Bluffs, Iowa
August 5, 2016**



Estimate Type: Target Value Design
 Construction Start: Summer 2017
 Construction Completion: End of 2018
 Program GSF: 58,000
 Vehicle Bay 5,100
 Base Building 52,900

Construction Hard Costs	TARGET Estimate - Probable		\$/GSF	
Site	\$ 1,185,000	7.88%	\$20.43	Calculated on total Program SF (58,000 gsf)
Site Preparation	\$ 135,000		\$2.33	
Site Improvements	\$ 500,000		\$8.62	PAVEMENT/HARDSCAPES/LANDSCAPES
Site Civil / Mech Utilities	\$ 450,000		\$7.76	STORM/SANITARY/WATER/POWER/SITE LIGHT
Public Safety/Selective Building Demolition	\$ 100,000		\$1.72	FENCING AND GATES
Building	\$ 11,485,000	76.41%	\$217.11	Calculated on total base building SF (52,900 sf)
SUBSTRUCTURE	\$ 600,000		\$11.34	
SHELL	\$ 2,900,000		\$54.82	ASSUMES STACKED AND EFFICIENT FOOTPRINT
INTERIORS	\$ 2,800,000		\$52.93	INCLUDES 25% BURNISHED BLOCK
VERTICAL TRANSPORTATION	\$ 90,000		\$1.70	SINGLE 2 STOP ELEVATOR (OVERSIZED)
PLUMBING	\$ 600,000		\$11.34	
HVAC	\$ 1,800,000		\$34.03	INCLUDES GSHP SYSTEM (\$12k/TON)
FIRE PROTECTIONS	\$ 195,000		\$3.69	
ELECTRICAL	\$ 1,500,000		\$28.36	INCLUDES MISSION CRITICAL GENERATOR
LOW VOLTAGE/SPECIAL SYSTEMS	\$ 925,000		\$17.49	COMMUNICATION CENTER/SECURITY/IT BACKBONE/PHONES
SPECIAL CONSTRUCTION & DEMOLITION	\$ 75,000		\$1.42	SALLY PORT SPECIALTIES
Special Construction	\$ 510,000		\$100.00	Calculated on Vehicle Bay SF (5,100 sf)
SP CONSTRUCTION - VEHICLE BAY	\$ 510,000		\$100.00	SEPARATE PREENGINEERED OUTBUILDING
General Conditions/Site Services/Fee	\$ 1,850,000	12.31%	\$31.90	Calculated on total Program SF (58,000 gsf)
General Contractor Overhead and Profit	\$ 600,000		\$10.34	APPROXIMATELY 4%
General Requirements	\$ 1,250,000		\$21.55	APPROXIMATELY 8%
Total Construction Hard Costs Total	\$ 15,030,000	75.15%	\$259.14	Calculated on total Program SF (58,000 gsf)
Headquarter Construction Costs Total	\$ 14,520,000		\$274.48	With some enhancements. Calculated on total base building SF (52,900 sf)
Soft Costs & Other				
Professional Services (see below)	\$ 2,226,269	14.81%	\$38.38	no permitting costs required
FF&E	\$ 862,731	5.74%	\$14.87	FURNITURE AND SPECIALTY EQUIPMENT (moving costs assumed in CB operations budget)
Real Estate Cost	\$ 881,000	5.86%	\$15.19	
Owner Contingency	\$ 1,000,000	5.00%	\$17.24	
Soft Costs & Other Total	\$ 4,970,000	24.85%	\$85.69	Calculated on total Program SF (58,000 gsf)
Total Project Budget	\$ 20,000,000		\$344.83	Calculated on total Program SF (58,000 gsf)
Cost/GSF	\$ 344.83	/sf		

Professional Services:

HWA & consultants	\$ 1,202,400	BASE FEE	PA	\$ 592,400	BASE FEE (lump sum)
initial services	\$ 57,500	survey, geo, well	expenses	\$ 15,000	allowance
cost estimating (SD & DD)	\$ 19,500		commissioning	\$ 60,000	allowance
City Planning approvals	\$ 13,200		occupancy activation	\$ 35,000	allowance
Road easements	\$ 4,000		testing	\$ 75,000	allowance
Record drawings	\$ 54,240		Sub-Total	\$ 777,400	
Additional visits	\$ 9,600	8 additional to the 16			
Reimbursibles (max)	\$ 88,429	Range 5 - 8%, use 6.5%			
Sub-Total	\$ 1,448,859		TOTAL	\$ 2,226,269	



August 9, 2016

City of Council Bluffs
c/o Kim Riebe, Purchasing Officer
1001 10th Avenue
Council Bluffs, IA 50503

Re: Design Services for the New Police Facility

Dear Ms. Riebe,

Hofer Wysocki Architecture is pleased to submit this Letter Agreement for Architecture and Engineering Design Services for the proposed Police Facility in Council Bluffs. Specifically, the scope of the project includes design of a new 58,000 square foot, two-story police station and associated site improvements as outlined in the City's Request for Proposal RFP-FY16-47, dated May 31, 2016. The associated construction budget for this project is approximately \$15,030,000 (see attached TVD Budget dated 8/5/16).

Design services for the project will include Architectural, Interior Design, Structural, Mechanical, Electrical, IT, AV, Security, Plumbing, Civil and Landscape design, including design and engineering for the additive alternates, as defined. A site survey and geotechnical study will be performed as required to complete the building and site design. Additionally, our proposal includes scope to develop one test well in order to determine the characteristics of the subsurface conditions for a geothermal HVAC system. This well will eventually be utilized for the needs of the new facility. Fees for the services associated with this project as broken down as follows:

Initial Services		
ALTA Site Survey		9,000
Geotechnical Investigation		18,000
Geothermal Well Field Investigation		30,500
Total Initial Services		\$57,500
Basic Services (8.0% of \$15,030,000)		
Schematic Design	15%	180,360
Design Development	20%	240,480
Construction Documents	40%	480,960
Bidding/Permitting	5%	60,120
Construction Administration	20%	240,480
Total Basic Services		\$1,202,400
Additional Services (Added to base fee as approved by Owner)		
Cost Estimating (SD and DD phases only)		19,500
City Planning Approval Process		13,200
Road Easement Plats (2 roads)		4,000
Building Commissioning		65,500
Record Drawings (from contractor redlines)*		54,240
Additional Construction Site Visits (per visit)		1,200



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* Not to exceed amount with actual scope to be determined at end of construction. In addition to the project fees proposed above, project expenses (reproductions, plots, copies, postage/deliveries, travel, mileage, electronic media, etc.) will be billed at cost. We anticipate that project expenses will be 5% to 8% of the A/E fee.

If desired, we can work together to generate a formal AIA agreement to more formally define the terms and conditions associated with this scope. In the meantime, the pages that follow can be used in place of the AIA agreement. Your signature at the end of this document will allow us to move forward with these services.

We thank you for this opportunity to be part of this very exciting project. We know our firm can offer you unique insights and strategies to help provide excellence in architectural design and also an intelligent approach toward implementation of your project goals. We look forward to establishing a long-term relationship and are excited to begin our services on this project.



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Terms and Conditions to Design Services Letter Agreement by and between the City of Council Bluffs (Client) and Hofer Wysocki Architects, LLC (Architect).

Indemnification: The Architect agrees to indemnify and save harmless the Client, its officers and employees from and against any and all claims including reasonable attorneys' fees to the extent caused by the negligent acts, errors, or omissions of the Architect, its officers, 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 Client and Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and their sub-consultants to the Client 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 Architect 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.

Insurance: The Architect shall maintain insurance to protect the Architect 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 to the extent caused by negligent errors, omissions, or acts for the Architect 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 |

Dispute Resolution: 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. However, the Client and the Architect shall attempt to resolve any disputes first by direct discussions, and then by mediation. Both shall be a condition precedent to any arbitration.

The cost of mediation or arbitration, if any, will be divided equally between the Client and the Architect.

Architect's Responsibility: The Architect shall be responsible for the professional quality and technical accuracy of all services furnished by the Architect under this Agreement, except for that work provided by Client. The Architect shall, without additional compensation, correct or revise any error or deficiencies in its services. Approval of the Client of any such services shall not in any way relieve the Architect of responsibility for the technical accuracy and adequacy of said services. The Client'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.



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Standard of Care: Services performed by Architect under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for professional services or by furnishing oral or written statements or documentation.

Scope of Services: The scope of services for this Project has been defined in this Letter Agreement. If the Client requests tasks that are not normal and customary for the services contemplated, Architect will notify the Client in writing that Architect considers these tasks as additional services. The Client agrees to promptly, and in good faith, negotiate a reasonable fee for these services prior to the performance of such services. Architect shall have no liability to the Client or any third party with regard to the non-performance of such services prior to completing negotiations on the scope of services and fees.

Schedule: Architect is prepared to initiate these services described herein upon your execution of this Letter Agreement. Based upon this scope of services, the project is anticipated to be complete by December 31, 2018 (see attached preliminary Schedule of Work dated 8/5/16).

Hourly Rates: Hourly rates for Architect for the Calendar Year 2016 are as follows:

<u>Architect Personnel</u>	<u>Hourly Rate</u>
Principal	\$200
Sr. Project Manager / Interior Design Director	\$160
Project Manager / Senior Designer	\$140
Sr. Project Architect	\$130
Project Architect / Arch. Designer	\$120
Architect / Interior Designer	\$100
Architect Intern / Interiors Intern	\$90
Administrative	\$70

Adjustments to these rates are made on a calendar year basis, are rounded to the nearest whole dollar and average about 5% per year or the increase in the CPI rate, whichever is less. Rates for our design consultants will be provided upon request.

Reimbursable and Project Expenses: In addition to the project fees, project expenses (reproductions, plots, LDT, copies, postage/deliveries, travel, mileage, electronic media, etc.) will be billed at cost. We estimate expenses to be between 5% and 8% of the AE Fee.

Access to Site: The Client agrees to provide Architect with right-of-access to the proposed project site(s) and to conduct required investigations during the design phase.

Permits and Approvals: Architect will assist the Client and/or Contractor to secure all necessary approvals, permits, licenses and consents necessary for the performance of the services hereunder and construction of the building. Costs for drawing reviews and permit application fees, if paid by Architect, shall be reimbursed by the Client within thirty (30) days of a written request.

Opinions of Probable Cost: The Architect will, based on Architect's qualifications and experience with the building type and market factors, provide conceptual cost estimating services, however, the



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Client understands that Architect has no control over costs or the price of labor, equipment or materials. If requested, Architect, as an additional service, will provide more detailed opinions of probable cost using a third party estimating consultant and/or based on Architect's qualifications and experience with the building type and market factors. Architect makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. It is specifically agreed that Architect does not guarantee construction cost estimates, construction schedules or the estimating services of any third party involved in the Project. Architect shall be compensated as an additional service for all time spent to review, redesign and incorporate revisions due to bids or actual costs exceeding the Client's budget.

Hazardous Materials: Hazardous Materials identification or abatement documentation is not a part of our services. The Client shall advise Architect of any known or suspected hazardous substances on or around the project site. If Architect or other party observes or suspects the existence of hazardous materials during the performance of its services, Architect may, as its option and without liability for consequential or any other damages, suspend services and notify the Client of the condition. If services have been suspended, they will be resumed only after the Client obtains a written report from a qualified examiner that the site is free and clear of hazardous materials in accordance with applicable laws and regulations.

Ownership of Documents: All reports, notes, sketches, drawings, documentation, calculations, and other documents prepared by Architect under this Agreement, including all documents on electronic media or provided via e-mail, are instruments of Architect's professional service. Upon payment of fees defined herein, documents shall become the property of Client, however the documents shall not be used by the Client for any other purpose without the prior written consent of Architect.

Defects in Service: The Client shall promptly report to Architect any defects or suspected defects in Architect's services of which the Client becomes aware, so that Architect may take measures to minimize the consequences of such a defect. The Client agrees to require a similar notification requirement on all Project Contractors and shall require all subcontracts at any level to contain a like requirement. If prompt notice by any of the above parties should have been but was not provided, Architect shall not be liable for the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

Information Provided by Others: Architect shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to Architect such information as is available to the Client and the Client's consultants and contractors and Architect shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is not within the Architect's scope of services to assure the accuracy, completeness and sufficiency of such information. Accordingly, the Client agrees to indemnify and hold Architect and Architect's sub consultants harmless from any claim, liability or cost for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to Architect.

Value Engineering: The Architect shall provide Value Engineering services as part of Basic Services prior to the commencement of the Construction Documents phase. Should Value Engineering services be requested during



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Architecture

the Construction Documents, Bidding, or Construction Administration phase, the Client and the Architect shall negotiate fair compensation.

Unauthorized Changes: In the event the Client consents to, allows, authorizes or approves of changes to the Construction Documents, and these changes are not approved of by Architect in writing, the Client agrees that such changes and the results thereof are not the responsibility of Architect. Accordingly, the Client agrees to release Architect from any liability arising from the construction, use or result of such changes. In addition, the Client agrees to indemnify and hold Architect harmless from any damage, liability or cost arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of Architect.

Construction Observation: Architect shall visit the project site at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the Work is proceeding in general accordance with the Contract documents. Specifically, the Architect has been requested to visit the site 16 times during construction with their consultants total visits scheduled as follows: Structural 4, MEP 5 (2 people), Civil 3 and Landscape 2. The Client has not retained Architect to make detailed inspections or to provide exhaustive or continuous project review and observation services. Architect does not guarantee the performance of, and shall have no responsibility for, the acts, safety procedures, programs or omissions of any Contractor, subcontractor, supplier or by other entities furnishing materials or performing any work on this project.

Termination: This Agreement may be terminated by the Client or Architect should the other party materially fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client agrees to pay Architect for services provided and reimbursable expenses incurred by Architect up to the time notice is either sent by Architect or received by Architect plus reasonable termination expenses incurred as a result of termination.

TERMS AND CONDITIONS FOR THE COLLECTION OF PROFESSIONAL SERVICE FEES

Invoices and Payments: Professional services and reimbursable expenses will be invoiced monthly. Payment is due upon receipt of the invoice. Payments not received within 30 calendar days of the invoice date are considered past due. Payment is not dependent on the success or failure of the project, project approvals or denials, or project feasibility.

Interest: If payment is not received by Architect within 30 calendar days of the invoice date, the Client shall pay interest as an additional charge of one and one-half (1.5) percent (or the maximum allowable by law, whichever is lower), of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal balance.

Suspension of Services: If the Client fails to make payments within 60 calendar days of the invoice date is in breach of this Agreement, Architect may, at its option, suspend performance of services upon five (5) calendar days' notice to the Client. Architect shall have no liability whatsoever to the Client or any third party for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Resumption of services will occur when payment in full is made for (1) professional services provided up to the time notice was given, (2) for all reimbursable expenses through time of notice, (3) interest due in accordance with these terms and conditions and (4) any other breach of this Agreement so noted is cured.



HOEFER WYSOCKI
Architecture

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, Architect shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by Architect in connection therewith and, in addition, the reasonable value of Architect's time and expenses spent in connection with such collection action, computed at Architect's prevailing fee schedule and expense policies.

EXTENT OF AGREEMENT

Entire Agreement: This document represents the entire Agreement between the Client and Hofer Wysocki Architects, LLC and takes precedence and supersedes any previous proposal, contract, purchase order, requisition, notice to proceed or other like document and any verbal discussions conversation regarding Architect's services.

Architect: The use of "Architect" within this document shall include Architect's consultants for the Project.

Severability: If any of the provisions contained in these terms and conditions are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

Assigns: Neither the Client nor Architect may delegate, assign, sub-write or transfer its duties or interest in this Agreement without the written consent of the other party.

Notice to Proceed: Architect shall commence services on this project once this signed Agreement between the Client and Architect is in place.

Best regards,
Hofer Wysocki Architects, LLC

Agreed,
City of Council Bluffs, IA

Ken Henton, AIA, NCARB
Partner

Matthew J. Walsh
Mayor

August 9, 2016
Date

Date

Address for giving notices:
Hofer Wysocki Architecture
11460 Tomahawk Creek Parkway
Suite 400
Leawood, KS 66211

Address for giving notices:
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503



NONDISCRIMINATION CLAUSE

All engineers, contractors, subcontractors, vendors and suppliers of goods and services doing business with the City of Council Bluffs under this contract agree as follows:

1. The contractor, subcontractor, vendor and supplier of goods and services will not discriminate against an employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, religion, economic status, age, disabilities, political opinions, or affiliations or an applicant or employee based upon the nature of the job occupation. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action Program to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinions or affiliations. Such action shall include, but not be limited to, the following:
 - a. Employment
 - b. Upgrading
 - c. Demotion or transfer
 - d. Recruitment and advertising
 - e. Layoff or termination
 - f. Rates of pay or other forms of compensation
 - g. Selection for training, including apprenticeship
2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, ancestry, religion, economic status, age, disability, political opinion or affiliations.
3. The contractor, subcontractor, vendor and supplier or his collective bargaining representative 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 advising the said labor union or workers' representative of the contractors' commitments under this section.
4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all federal, state and local rules, regulations and directives, including the orders of the State of Iowa Affirmative Action Program Contract Compliance Provisions.
5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the City of Council Bluffs, said forms may elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself and said contractor, subcontractor, vendor and supplier will permit access to his employment books, records, and accounts to the City of Council Bluffs, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations as stated in paragraph 4 above.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations and orders; this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized by federal, state and local law.



HOEFER WYSOCKI
Architecture

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract, subcontract or purchase order, unless exempted by federal, state or local law, and will provide in every subcontract or purchase order that said provisions will be binding upon each contractor, subcontractor or seller.

8. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, ancestry, religion, economic status, age, or disabilities, unless disabilities are based upon the nature of the job occupation.

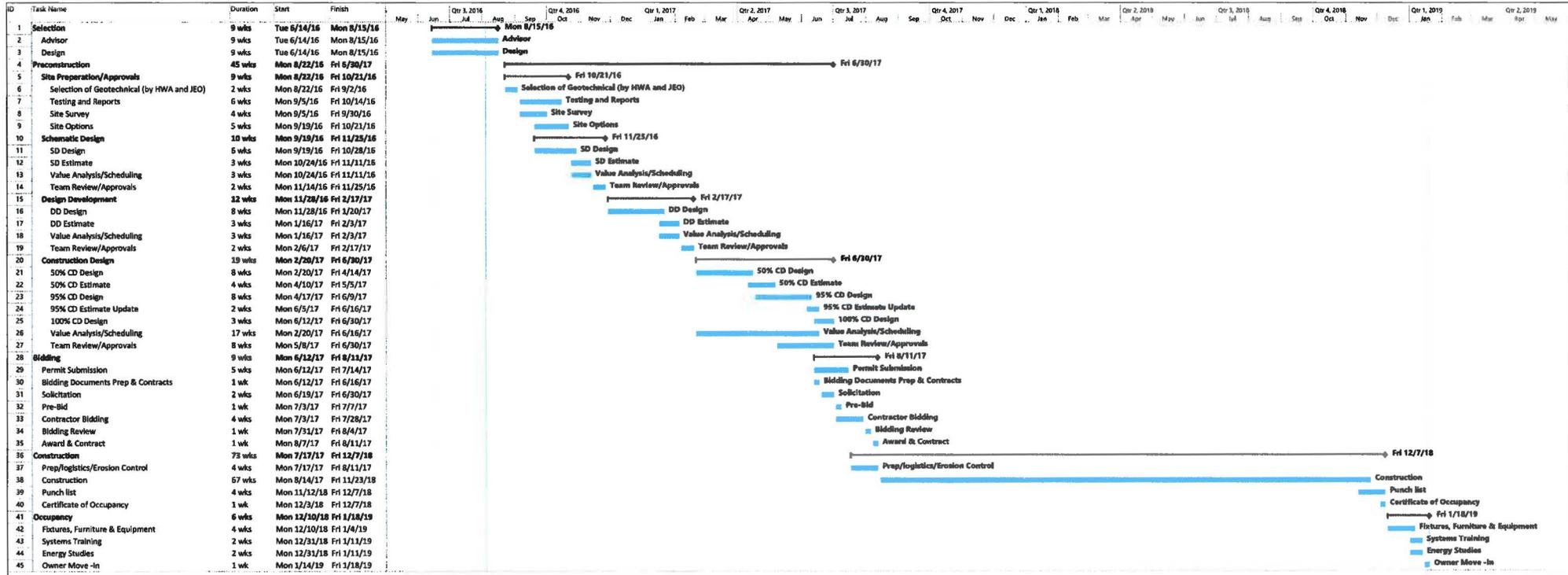
Signature & Title of appropriate official Date



Council Bluffs - New Police Headquarters

Schedule of Work

8/5/2016



RESOLUTION
NO 16-222

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
HOEFER WYSOCKI ARCHITECTURE FOR DESIGN AND RELATED
SERVICES DURING THE DESIGN, DEVELOPMENT, BIDDING, CONSTRUCTION
AND COMMISSIONING PHASES OF A NEW POLICE HEADQUARTERS BUILDING.**

- WHEREAS, on May 3, 2016, the citizens of Council Bluffs approved a \$20 million dollar bond to fund the project; and
- WHEREAS, on July 25, 2016 Council approved a resolution authorizing Mayor Walsh to negotiate with Hoefer Wysocki Architecture (HWA) for design, and related services during the design, development, bidding, construction and commissioning phases of a new Police Headquarters building; and
- WHEREAS, since the resolution was approved staff has negotiated with Hoefer Wysocki Architecture (HWA) to define the scope of their services and the fees for the project; and
- WHEREAS, the fees for these services are budgeted in the total cost of the project, and

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

That the Mayor is hereby authorized, empowered, and directed to execute an agreement with Hoefer Wysocki Architecture for and on behalf of the City of Council Bluffs for design and related services during the design, development, bidding, construction and commission phases and finalize the scope of services and the total cost of the project for the Council Bluffs Police Headquarters Building.

ADOPTED
AND
APPROVED

August 22, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication
August 22, 2016 City Council Meeting

Department: Community Development Case/Project No.: N/A	Ordinance No.: N/A Resolution No.: <u>16-223</u>	First Reading: N/A Second Reading: N/A Third Reading: N/A Public Hearing: N/A
Subject/Title		
Brownfield Designation		
Location		
1001 South 6 th Street		
Background/Discussion		
<p><u>Background</u></p> <p>In June of 1998 the City adopted an urban renewal plan for the South Main area. This area consists of 28 blocks and is generally bounded by Worth and 9th Avenues on the north, South 3rd and High Streets on the east, 16th Avenue on the south and South Expressway on the west. The adoption of an urban renewal plan for the area was intended to stimulate the redevelopment of properties through the acquisition of property, demolition of structures and improvements to public infrastructure. Several projects have been completed in this area, including the renovation of the Harvester Artist Lofts, acquisition and demolition to support the expansion of ConAgra, construction of a new community health center, adaptive reuse of 1228 S Main Street, and other property acquisitions and demolitions.</p> <p>In 2006 and 2007, Phase I and II Environmental Site Assessments (ESA's) were completed on 1001 S 6th Street by Howard R. Green Company for the City utilizing the EPA Brownfield Assessment Grants. The results of the ESA's identified contamination on the site. In 2009, the City applied for and was awarded cleanup funds from EPA for the site. Clean up of the soil contamination was completed in 2013 and a no Further Action Certificate was issued on April 9, 2014.</p> <p><u>Discussion</u></p> <p>Pottawattamie County Development Corporation (PCDC) is now requesting the City declare the site as a brownfield as defined by EPA. The following is the EPA's Definition of a brownfield: <i>Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties take development pressures off of undeveloped, open land, and both improves and protects the environment.</i> Based on the existence and clean up of environmental contamination on the site, staff believes the site is an EPA brownfield.</p> <p>By designating 1001 South 6th Street as a brownfield, it empowers stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse this site. This designation will also assist in leveraging additional funds from the federal and state level to include New Market Tax Credits, etc.</p>		
Staff Recommendation		
The Community Development Department recommends City Council adopt a resolution designating 1001 South 6 th Street as a brownfield as defined by the EPA.		
Attachments		
Assessor printout		

Prepared by: Brenda Carrico, Program Coordinator, Community Development Department
 Approved by: Donald D. Gross, Director, Community Development Department

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

7544 36 336 006

--- Permanent Property Address ---
 C P H CORPORATION
 1001 S 6TH ST
 COUNCIL BLUFFS, IA 51501

----- Mailing Address -----
 C P H CORPORATION
 C/O POTT COUNTY DEVELOPMENT
 PO BOX 1565
 COUNCIL BLUFFS, IA 51502

District: 000 CO BLUFFS CITY/CO BLUFFS

=====
 REAL ESTATE TAX
 Click [here](#) for treasurer real estate tax information.

=====
 LEGAL DESCRIPTION
 RIDDLES SUB LTS 8 THRU 13 & W1/2 VAC W N/S ALLEY ADJ BLK 10 & VAC S8' 10TH AVE ADJ N

=====
 ASSESSED VALUE
 =====

land	dwelling	land	building	total	ag acres	year	class
\$40,480	\$0		\$206,984	\$247,464		2015	C
\$40,480	\$0		\$206,984	\$247,464		2016	C

=====
 OWNERS
 1 D C P H CORPORATION book/page:
 =====
 EXEMPTIONS & CREDITS
 2015 BPTC \$3,814.30
 =====
 ASSESSMENT DATA
 =====

PDF: 8 MAP: 12-8 C.B COMMERCIAL

Interior Listing: Inspected Date Listed: 10/19/2007 PR Date Reviewed: 03/29/2011 PR

LAND.....35280 sqFt .81 acres
 Lot 1: Frontage Rear Side-1 Side-2 Rear-Lot
 280 280 126 126

Commercial Building 1 of 1 -- Warehouse (701)
 STRUCTURE....4 story 12540 base SF 12540 bsmt SF 53975 gross SF
 Year Built: 1892 Eff Year: 1892 Condition: Below Normal

VERTICALS....Foundation: Brick or Stone
 Reinforced Concrete
 Ext Wall: Solid Brick - 8"
 Int Wall: Unfinished
 Panel - Softwood
 Pilasters: 8" x 24" Brick
 WallFace: Incl. w / Walls
 Front/Doors: Incl. w / Base
 Windows: Factory Sash
 HORIZONTALS..Basement: Excavation, Floor, Lighting
 Roof: 3-Ply Compo/ Wood Deck
 Ceiling: Unfinished
 Suspended Blk-Fiber
 Struc Floor: Dock Level R'Conc
 Floor Cover: Asphalt Tile
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Forced Hot Air
 Combination FHA - AC
 No HVAC
 Lighting: Warehouse
 Office
 Sprinklers: Exposed Dry

PLUMBING....Toilet Room (3)
 Stall Shower -Prefab (1)
 ADJUSTMENTS..Office - internal w/heat only (1200)
 Sprinkler - exposed dry (62700)
 Heat - none (37620)

BLDG EXTRAS..1 DOOR: O.H. Door - Manual, 12 Ft Wide, 10 Ft High
 1 ELEVATOR-FREIGHT ELECTRIC: Power Elev, 50 Ft/Min, 5 Stops, Manual Door, 5,000 LB Capacity

Commercial Building 1 of 1 Addition 1 -- Metal Warehouse - Steel Frame (601)
 STRUCTURE....1 story 3639 base SF 0 bsmt SF
 Year Built: 1970 Eff Year: 1970 Condition: Normal

VERTICALS....Foundation: Reinforced Concrete
 Ext Wall: Metal/ Stl/ Insul (<50' Wide)
 Int Wall: Unfinished
 Front/Doors: Incl. w / Base
 Windows: Incl. w / Base
 HORIZONTALS..Basement: Incl. w / Base

Roof: Metal/ Steel
 Ceiling: Unfinished
 Struc Floor: 8" R'Concrete
 Partitions: Incl. w / Base
 Framing: Steel - Light
 HVAC: No HVAC
 Lighting: Warehouse

ADJUSTMENTS..Floor - dock level adjustment (3639)
 Heat - none (3639)
 Loading Dock (220)
 Loading Dock (60)
 Cancpy - Metal (60)
 Heat - none (3639)
 Insulation - none/roll (7527)

BLDG EXTRAS..1 DCOR: O.H. Door - Manual, 12 Ft Wide, 10 Ft High
 1 DCOR: O.H. Door - Manual, 10 Ft Wide, 9 Ft High
 1 DCOR: O.H. Door - Manual, 8 Ft Wide, 8 Ft High
 1 TRUCK RAMP: Quantity=336.00 Square Feet, Height=0
 1 DOCK LEVELER: 6' x 8' Dock Size, Mechanical, 1 Lbs

Commercial Building 1 of 1 Addition 2 -- Metal Warehouse - Steel Frame (601)
 STRUCTURE....1 story 176 base SF 0 bsmt SF
 Year Built: 1988 Eff Year: 1988 Condition: Normal

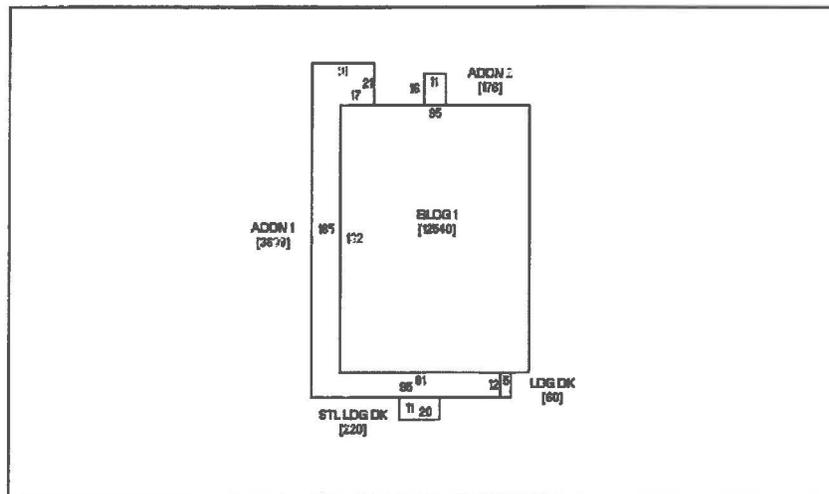
VERTICALS....Foundation: Reinforced Concrete
 Ext Wall: Metal/ Stl/ Insul (<50' Wide)
 Int Wall: Unfinished
 Front/Doors: Incl. w / Base
 Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base
 Roof: Metal/ Steel
 Ceiling: Unfinished
 Struc Floor: 8" R'Concrete
 Partitions: Incl. w / Base
 Framing: Steel - Light
 HVAC: No HVAC
 Lighting: Incl. w / Base

ADJUSTMENTS..Heat - none (176)
 Floor - dock level adjustment (176)

BLDG EXTRAS..1 ELEVATOR-FREIGHT ELECTRIC: Power Elev, 50 Ft/Min, 4 Stops, Manual Door, 10,000 LB Capacity
 1 DCOR: O.H. Door - Manual, 8 Ft Wide, 8 Ft High

YARD EXTRAS..FENCING - CHAIN 3 Strand Barb, 6 Ft-Hgh, 259 LF, 0 LF-Gates



1001 S 6TH ST, C P H CORPORATION



1001 S 6TH ST, C P H CORPORATION, 1 01/22/2015



600ft x 600ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of:

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RESOLUTION NO. 16-223

A RESOLUTION AUTHORIZING DESIGNATION OF 1001 SOUTH 6TH STREET AS A BROWNFIELD AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

- WHEREAS, in June of 1998, the City established an urban renewal area for the South Main Area in order to stimulate the redevelopment of properties in the area; and
- WHEREAS, in 2006, the City conducted Phase I and Phase II environmental assessments on numerous properties in the area; and
- WHEREAS, the environmental assessments found recognized environmental conditions that have the potential to limit redevelopment activities; and
- WHEREAS, a project is being contemplated at 1001 South 6th Street; and
- WHEREAS, the building should be designated as a brownfield site as defined by the US Environmental Protection Agency (EPA); and
- WHEREAS, the designation of this property as a brownfield site is intended to empower stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse this site and assist in leveraging additional funds for the redevelopment of this area; and
- WHEREAS, the designation of the building as a brownfield site is in the best interest of the City; and

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

The building at 1001 South 6th Street is designated as a brownfield site as defined by the EPA.

ADOPTED
AND
APPROVED:

August 22, 2016

Matthew J. Walsh Mayor

ATTEST:

Marcia L. Worden City Clerk

Council Communication

Department: Finance Case/Project No.: Submitted by: Daniel Jordet	Resolution No. <u>16-224</u>	Council Action: <u>8/22/2016</u>
Subject/Title		
Resolution Adopting a Revised City Investment Policy		
Background/Discussion		
<p>While preparing for the audit of the 2016 fiscal year financial statements the Investment Policy of the City of Council Bluffs was reviewed by staff. The current document, marked as “revised 08/11/2011” is a good policy and has been treated as the City’s Policy since that adoption. However, that same policy indicates that the Policy should be reviewed every three years. Staff has undertaken a review of that Policy and presents the attached revised Policy for adoption by the City Council.</p> <p>Most of the changes are cosmetic in nature, correcting references to the Iowa Code and its Sections, clarifying, as stated in Iowa Code, that the “governing body” is responsible for investment transactions through its designee(s), replacing the Treasurer, a position which is being eliminated, with a designated investment manager to maintain and manage the investment portfolio on a day to day basis, and reaffirming the limitation for funds placed in any one depository or custodial trust at \$ 20 million per institution.</p> <p>A “redline” copy of the proposed Policy is included showing the changes recommended in the policy along with a clean, final copy of the recommended Policy</p>		
Recommendation		
It is recommended that the revised Investment Policy be considered for adoption.		

 Daniel Jordet, Finance Director

 Matthew J. Walsh, Mayor

Investment Policy

City of Council Bluffs

(revised August 2016)

SECTION 1 – SCOPE OF INVESTMENT POLICY

The Investment Policy of the City of Council Bluffs shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City of Council Bluffs. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code ~~Chapter~~ Section 12B.10B.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City of Council Bluffs to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public of the City of Council Bluffs.
3. The independent auditor engaged to audit ~~any fund of~~ the City of Council Bluffs.
- ~~4. The State Auditor, if, the City of Council Bluffs has an outside audit.~~

SECTION 2 - DELEGATION OF AUTHORITY

In accordance with Iowa Code Section 12C.11, the responsibility for conducting investment transactions resides with the Treasurer governing body of the City of Council Bluffs. Only ~~the Treasurer and~~ those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City of Council Bluffs shall require the outside person to notify in writing the City of Council Bluffs within thirty days of receipt of all communication from the Auditor of the outside person or any regulatory authority of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City of Council Bluffs by the outside person.

The records of investment transactions made by or on behalf of the City of Council Bluffs are public records and are the property of the City of Council Bluffs whether in the custody of the City of Council Bluffs or in the custody of a fiduciary or other third party.

The ~~Director of Finance and the Treasurer, together,~~ City Finance Department shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City of Council Bluffs responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for the receipt and review of the audited financial statement and related report on internal control structure of all outside persons performing any of the following for this public body:

1. Investing public funds.
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity for this public body.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

SECTION 3 – OBJECTIVES OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City of Council Bluffs shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. Return: Obtaining a reasonable return is the third investment objective.

SECTION 4 – PRUDENCE

The ~~Treasurer~~ authorized investment manager of the City of Council Bluffs, when investing or depositing public funds shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 2 investment objectives. This standard requires that

~~Strikeout~~ marks = deletions

Underline marks = additions

when making investment decisions, the ~~Treasurer~~ authorized investment manager shall consider the role that the investment or deposit plays within the portfolio of assets of the City of Council Bluffs and the investment objectives stated in Section 3.

SECTION 5 – INSTRUMENTS ELIGIBLE FOR INVESTMENT ~~Chapter 12B.10~~

Assets of the City of Council Bluffs may be invested in the following:

1. Interest bearing savings accounts, interest bearing money accounts, and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City of Council Bluffs. Deposits in any financial institution or designated custodial agency shall not exceed ~~the~~ \$20,000,000 ~~approved by the governing body of the City of Council Bluffs in value.~~
2. Obligations of the United States government, its agencies and instrumentalities.
3. Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code Chapter 12C.
4. Iowa Public Agency Investment Trust. (IPAIT)
5. Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a federal reserve bank.
6. Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the superintendent of banking.
7. Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and the City of Council Bluffs takes delivery of the collateral either directly or through an authorized custodian.
8. An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in Section 5 of the Investment Policy.

All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section 7 investment maturity limitations and Section 8 diversification requirements.

SECTION 6 – PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the City of Council Bluffs shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the City of Council Bluffs shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or other third party with custody of public investment transaction records of the City of Council Bluffs fails to produce requested records when requested by this public body within a reasonable time, the City of Council Bluffs shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7 – INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The ~~Treasurer~~ authorized investment manager may invest funds of the City of Council Bluffs that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the City of Council Bluffs shall have maturities that are consistent with the needs and use of the City of Council Bluffs.

SECTION 8 – DIVERSIFICATION

Investments of the City of Council Bluffs are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Council Bluffs shall be invested in prime bankers' acceptances, and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Council Bluffs shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Council Bluffs shall be invested in commercial paper or other short-term corporate debt,
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Council Bluffs shall be invested in securities of a single issuer, and
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification.

Where possible, it is the policy of the City of Council Bluffs to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

SECTION 9 - SAFEKEEPING AND CUSTODY

All Invested assets of the City of Council Bluffs involving the use of a public funds custodial agreement, as defined in Iowa Code Section 12B.10C, shall comply with all rules adopted pursuant to Iowa Code Section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

SECTION 10 – ETHICS AND CONFLICT OF INTEREST

~~The Treasurer and all~~ All officers and employees of the City of Council Bluffs involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of \$100,000 in or with any entity that the City of Council Bluffs has declared as a depository or regularly conducts investment business with shall be disclosed in writing to the governing board of the City of Council Bluffs.

SECTION 11 – REPORTING

The ~~Treasurer~~ Director of Finance shall submit monthly an investment report to the ~~Director of Finance Mayor and City Council~~. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period.

SECTION 12 – INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed every 3 years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

Investment Policy

City of Council Bluffs

(revised August 2016)

SECTION 1 – SCOPE OF INVESTMENT POLICY

The Investment Policy of the City of Council Bluffs shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City of Council Bluffs. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Section 12B.10B.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City of Council Bluffs to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public of the City of Council Bluffs.
3. The independent auditor engaged to audit the City of Council Bluffs.

SECTION 2 - DELEGATION OF AUTHORITY

In accordance with Iowa Code Section 12C.11, the responsibility for conducting investment transactions resides with the governing body of the City of Council Bluffs. Only those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City of Council Bluffs shall require the outside person to notify in writing the City of Council Bluffs within thirty days of receipt of all communication from the Auditor of the outside person or any regulatory authority of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City of Council Bluffs by the outside person.

The records of investment transactions made by or on behalf of the City of Council Bluffs are public records and are the property of the City of Council Bluffs whether in the custody of the City of Council Bluffs or in the custody of a fiduciary or other third party.

The City Finance Department shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City of Council Bluffs responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for the receipt and review of the audited financial statement and related report on internal control structure of all outside persons performing any of the following for this public body:

1. Investing public funds.
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity for this public body.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

SECTION 3 – OBJECTIVES OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City of Council Bluffs shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. Return: Obtaining a reasonable return is the third investment objective.

SECTION 4 – PRUDENCE

The authorized investment manager of the City of Council Bluffs, when investing or depositing public funds shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 2 investment objectives. This standard requires that when making investment decisions, the authorized investment manager shall consider the role that the

investment or deposit plays within the portfolio of assets of the City of Council Bluffs and the investment objectives stated in Section 3.

SECTION 5 – INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of the City of Council Bluffs may be invested in the following:

1. Interest bearing savings accounts, interest bearing money accounts, and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City of Council Bluffs. Deposits in any financial institution or designated custodial agency shall not exceed \$20,000,000 in value.
2. Obligations of the United States government, its agencies and instrumentalities.
3. Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code Chapter 12C.
4. Iowa Public Agency Investment Trust. (IPAIT)
5. Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a federal reserve bank.
6. Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the superintendent of banking.
7. Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and the City of Council Bluffs takes delivery of the collateral either directly or through an authorized custodian.
8. An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in Section 5 of the Investment Policy.

All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section 7 investment maturity limitations and Section 8 diversification requirements.

SECTION 6 – PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the City of Council Bluffs shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the City of Council Bluffs shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or other third party with custody of public investment transaction records of the City of Council Bluffs fails to produce requested records when requested by this public body within a reasonable time, the City of Council Bluffs shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7 – INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The authorized investment manager may invest funds of the City of Council Bluffs that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the City of Council Bluffs shall have maturities that are consistent with the needs and use of the City of Council Bluffs.

SECTION 8 – DIVERSIFICATION

Investments of the City of Council Bluffs are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Council Bluffs shall be invested in prime bankers' acceptances, and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Council Bluffs shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Council Bluffs shall be invested in commercial paper or other short-term corporate debt,
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Council Bluffs shall be invested in securities of a single issuer, and
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification.

Where possible, it is the policy of the City of Council Bluffs to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

SECTION 9 - SAFEKEEPING AND CUSTODY

All Invested assets of the City of Council Bluffs involving the use of a public funds custodial agreement, as defined in Iowa Code Section 12B.10C, shall comply with all rules adopted pursuant to Iowa Code Section 12B.10C. All custodial agreements shall be in writing and shall

contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

SECTION 10 – ETHICS AND CONFLICT OF INTEREST

All officers and employees of the City of Council Bluffs involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of \$100,000 in or with any entity that the City of Council Bluffs has declared as a depository or regularly conducts investment business with shall be disclosed in writing to the governing board of the City of Council Bluffs.

SECTION 11 – REPORTING

The Director of Finance shall submit monthly an investment report to the Mayor and City Council. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period.

SECTION 12 – INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed every 3 years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

RESOLUTION NO. 16-224

A RESOLUTION ADOPTING A REVISED CITY INVESTMENT POLICY

WHEREAS, the City of Council Bluffs has an Investment Policy last revised in August of 2011; and
WHEREAS, said Policy indicates that the Policy should be reviewed at least every three years; and
WHEREAS, following review of said policy several corrections and revisions were made to the policy requiring that it be adopted in its revised form.

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

That the City of Council Bluffs hereby approves the revised Investment Policy dated August, 2016 and instructs that it be delivered to all entities listed in the policy for receipt of an updated Policy.

ADOPTED
AND
APPROVED:

August 22, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication

Department: Finance Case/Project No.: Submitted by: Daniel Jordet	Resolution No. <u>16-225</u>	Council Action: <u>8/22/2016</u>
Subject/Title		
A Resolution Establishing Authority for Execution of Financial Transactions Between the City of Council Bluffs Iowa and Institutions Authorized to Hold City Funds (Non-Corporate Resolution)		
Background/Discussion		
<p>Financial institutions and investment broker dealers require proof of authorization for the staff who transact official business with them. This proof is delivered in the form of a resolution authorizing specific individuals to transact business with those institutions. It is often referred to as a "non-corporate" resolution.</p> <p>Such a resolution is attached to this memo authorizing the Mayor, the Director of Finance and the Internal Control and Reporting Manager to transact financial business for the City of Council Bluffs.</p> <p>It should be renewed on an annual basis at the beginning of each calendar year, along with the list of authorized depositories and trustees.</p>		
Recommendation		
It is recommended that the City Council consider adopting this resolution.		

Finance Director

RESOLUTION NO. 16- 225

A RESOLUTION ESTABLISHING AUTHORITY FOR EXECUTION OF BUSINESS TRANSACTIONS BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND INSTITUTIONS AUTHORIZED TO HOLD CITY FUNDS (NON-CORPORATE RESOLUTION)

WHEREAS, the City of Council Bluffs must designate by resolution those individuals authorized by the governing body to transact business on behalf of the city; and

WHEREAS, the following individuals holding the designated positions within the City organization are the appropriate individuals to transact business on behalf of the City of Council Bluffs.

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

That the following individuals holding the following positions are hereby designated as those authorized to transact business on behalf of the City of Council Bluffs:

Matthew J. Walsh	Mayor
Daniel Jordet	Director of Finance
Patricia Hendrix	Internal Control and Reporting Manager

ADOPTED
AND
APPROVED:

August 22, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication

Department: Finance	Resolution No. <u>16-226</u>	Council Action: <u>8/22/2016</u>
Submitted by: Daniel Jordet		
Subject/Title		
Resolution Authorizing Depositories for City Funds		
Background/Discussion		
<p>Since January of 2015 the City's investment portfolio has consisted of a money market account with Midstates Bank, Certificates of Deposit (CD's) with the same bank, and CD's with the Iowa Public Agency Investment Trust (IPAIT). While these investments are very safe investments and return a consistent rate of interest for the City, diversification of the investment portfolio would increase investment yield and protect against the risks of concentrating too much of the portfolio in one place. Investment alternatives include CD's overseen by the Depository Trust & Clearing Corporation (DTC – an electronic clearinghouse), US Treasury bills and notes and government agency notes and bonds such as the Federal National Mortgage Association (FNMA), Federal Farm Credit Bank (FFCB), and the Government National Mortgage Association (GNMA). Each of these alternatives is specifically permitted by Iowa Code.</p> <p>The City's investment policy, predicated on Iowa Code Section 12B.10, prioritizes the goals of the City's portfolio as 1.) Safety of the principal invested; 2.) Adequate liquidity of the portfolio for payment of the City's obligations in a timely manner; and 3.) Return on investment.</p> <p>The City's current rate of return on its Midstates accounts averages 0.55% per year. The IPAIT CD's return 0.74% per year. For the 2016 fiscal year, this produced approximately \$ 225,000 in investment income. Using a combination of DTC CD's, Government Agencies and Treasury bills for only one half of the average investment portfolio of \$ 37,500,000 in the next fiscal year, investment returns could be increased by 25% at current market rates with equivalent financial risk to the City. Larger portions of the portfolio invested under this plan could generate up to 60% additional return while maintaining the safety and liquidity of the City's funds. In addition, the portfolio would be spread among several depositories, reducing the risk of cash flow emergencies should one or more of the depositories encounter difficulties.</p> <p>In order to accomplish this it is recommended that two additional depositories be authorized by the City Council. The first would be US Bank at 421 West Broadway in Council Bluffs. US Bank would be a source for access to government agency securities and Certificates of Deposit. The other would be Multi-Bank Securities at 1000 Town Center, Southfield, MI. Multi-Bank would be a source of agency securities, CD's, Treasury notes and bonds and would provide custody services for these investments.</p> <p>The attached resolution designates these and the other depositories of the City of Council Bluffs as</p>		

authorized depositories for City funds to the limits prescribed in the Investment Policy of no more than \$ 20,000,000 per institution.

Recommendation

It is recommended that the City Council consider this resolution for adoption.

Finance Director

RESOLUTION NO. 16-226

A RESOLUTION APPROVING CITY DEPOSITORIES

WHEREAS, the Code of Iowa, in Section 12.C.2, requires that public bodies shall list the depositories approved for deposit of City funds and list the maximum amounts allowed in each depository in the official record; and

WHEREAS, the following depositories are deemed by the City Council to be appropriate and in the best interests of the City of Council Bluffs for deposit of City funds.

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

That the City of Council Bluffs hereby approves the following depositories for City funds and authorizes their use by the properly named officers of the City.

<u>Institution</u>	<u>Maximum Balance Allowed</u>
American National Bank	\$ 20,000,000
Midstates Bank NA	\$ 20,000,000
US Bank NA	\$ 20,000,000
Multi-Bank Securities, Inc.	\$ 20,000,000
Council Bluffs Savings Bank	\$ 20,000,000

ADOPTED
AND
APPROVED:

August 22, 2016

Matthew J. Walsh,

Mayor

ATTEST:

Marcia L. Worden,

City Clerk



CITY CLERK
(712) 328-4616

**Liquor Licenses
City Council Agenda
Monday, August 22, 2016**

Listed below are locations set for City Council approval.
Please note the "calls for service" that occurred during the last licensing period.

New Applications:

- Bucksnot Grill and Sports Bar, 25 Scott Street
- Tobacco Hut, 3134 Manawa Centre Drive

Renewals Applications:

- Aldi, 3135 Manawa Centre Drive
- Fox Run, 3001 MacIneery Drive
- Hilton Garden Inn, 2702 Mid America Drive
- Huhot Mongolian Grill, 320 Manawa Centre Drive
- The Quarthouse Lounge, 107 Pearl Street
- Sam's Club, 3221 Manawa Centre Drive
- Springhill Suites, 3216 Plaza View Drive
- Wal-Mart, 3200 Manawa Drive

License Transfer Application:

- Tobacco Hut #18, 429 Veterans Memorial Highway

Ownership Update Application w/Violations:

- O'Face Bar, 2400 9th Avenue (adding spouse license 50/50)
 - * Complaint report of possible "tampering" with a customer's drink (putting Rohypnol in drink) no suspects/arrest 15-024832 (6/23/2015)
 - * Disorderly conduct disturbance (no arrest) 15-029073 (7/21/2015)
 - * Disorderly conduct disturbance (no arrest) 15-032726 (8/14/2016)
 - * Aggravated Assault (no arrest) 16-002291 (1/19/2016)
 - * Simple Assault (arrest) 16-016279 (4/23/2016)
 - * Simple Assault – Robbery 2nd Degree (open investigation) 16-033506 (8/14/2016)





State of Iowa
ALCOHOLIC
BEVERAGES DIVISION
ALJUT
Alcohol
Tobacco
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Applicant LC_V_67723, bucksnort grill and sports bar, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor Name/Partnership Name(s): (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A):

Address of Premise:

Address Line 2: _____

City:

County:

Zip:

Business Phone:

Cell / Home Phone: _____

Same Address

Mailing Address:

Mailing Address Line 2: _____

City:

Zip:

State:

Contact Name:

Phone:

Email Address:

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Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
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<input type="checkbox"/> RENEWAL	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
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Applicant LE_V_67442, Tobacco Hut & Liquor, Council Bluffs

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Corporation Name/Sole Proprietor: (Sole Proprietorship, Partnership, Corporation, etc.)
 Name/Partnership Name(s): _____
 Name of Business (D/B/A):
 Address of Premise:
 Address Line 2: _____
 City:
 County:
 Zip:
 Business Phone: Cell / Home Phone:
 Same Address
 Mailing Address:
 Mailing Address Line 2: _____
 City: State:
 Zip:
 Contact Name:
 Phone: Email Address:

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Applicant BC0028096, Aldi, Inc., Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor Name/Partnership Name(s): Aldi, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Aldi, Inc.

Address of Premise: 3135 Manawa Centre Dr

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (913) 768-1119 Cell / Home Phone: _____

Same Address

Mailing Address: 10505 S. K7 Highway

Mailing Address Line 2: _____

City: Olathe State: Kansas

Zip: 66061

Contact Name: Shelle Contini Email Address: shelle.contini@aldi.us

Phone: (913) 768-1119

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Applicant LC0033993, Fox Run Golf Course, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor: Authier Properties, LLC (Cole Proprietorship, Partnership, Corporation, etc.)
 Name/Partnership Name(s):
 Name of Business (D/B/A): Fox Run Golf Course
 Address of Premise: 3001 Machinery Dr.
 Address Line 2:
 City: Council Bluffs
 County: Polk
 Zip: 51501
 Business Phone: (712) 366-4053 Cell / Home Phone:
 Same Address
 Mailing Address: 3001 Machinery Dr.
 Mailing Address Line 2:
 City: Council Bluffs State: Iowa
 Zip: 51501
 Contact Name: Rhonca Cooper
 Phone: (712) 366-4653 Email Address: events@foxruncc.com

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Applicant LC0037182, Hilton Garden Inn Council Bluffs, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor Name/Partnership Name(s): 23rd Street Hotel Associates, (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Hilton Garden Inn Council Bluffs

Address of Premise: 2702 Mid American Dr.

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 309-9000 Cell / Home Phone: _____

Mailing Address: 2 Quail Creek Circle

Mailing Address Line 2: _____

City: North Liberty State: Iowa

Zip: 52317

Contact Name: Michelle Schultz Email Address: mschultz@knseln.com

Phone: (319) 326-8343

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<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
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Applicant BW0092509, Huhot Mangolian Grill, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor: CCW, LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name/Partnership Name(s): _____

Name of Business (D/B/A): Huhot Mangolian Gr.

Address of Premise: 3120 Manawa Center Dr.

Address Line 2: _____

City: Council Bluffs

County: Pottawattomie

Zip: 51503

Business Phone: (712) 309-0100 Cell / Home Phone: _____

Same Address

Mailing Address: 3120 Manawa Center Dr.

Mailing Address Line 2: _____

City: Council Bluffs State: Iowa

Zip: 51503

Contact Name: Luke Wilson

Phone: (402) 598-4970 Email Address: luke@frcgroup.net

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Applicant LC0030137, Quarthouse, The, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): Quarthouse, Inc. [Sole Proprietorship, Partnership, Corporation, etc.]

Name of Business (D/B/A): Quarthouse, The

Address of Premise: 107 Pearl St

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51503

Business Phone: (712) 322-9830

Cell / Home Phone: (402) 734-1233

Same Address

Mailing Address: 107 Pearl St

Mailing Address Line 2: _____

City: Council Bluffs

State: Iowa

Zip: 51503

Contact Name: David Sinnott Jr.

Phone: (712) 322-9830

Email Address: dd35387@hotmail.com

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Applicant LE0000762, Sams Club #6472, Council Bluffs

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Corporation Name/Sole Proprietor: Sam's West Inc (Sole Proprietorship, Partnership, Corporation, etc.)
 Name/Partnership Name(s):
 Name of Business (D/B/A): Sams Club #6472
 Address of Premise: 3221 Manawa Centre Dr
 Address Line 2:
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51501-0000
 Business Phone: (717) 366-0130 Cell / Home Phone:
 Same Address
 Mailing Address: 508 SW 5th Street
 Mailing Address Line 2:
 City: Bentonville
 Zip: 72716-0500 State: Arkansas
 Contact Name: Cynthia Montero
 Phone: (479) 277-0270 Email Address: cynthia.montero@walmart.com

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Applicant LB0002068, Springhill Suites Council Bluffs, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): IBC Lynn Hospitality LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Springhill Suites Council Bluffs

Address of Premise: 3216 Plaza View Drive

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501-7481

Business Phone: (712) 256-6500 Cell / Home Phone: _____

Same Address

Mailing Address: 1420 Baltimore Ave

Mailing Address Line 2: _____

City: San Antonio State: Texas

Zip: 78215

Contact Name: Enrique Vazquez

Phone: (210) 392-3218 Email Address: evazquez@bclynd.com

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Applicant LE0000981, Wal-Mart Supercenter #1965, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): Wal-Mart Stores, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Wal-Mart Supercenter #1965

Address of Premise: 3200 Marawa Dr

Address Line 2: _____

City: Council Bluffs

County: Polk/Iowa

Zip: 51503-0000

Business Phone: (712) 350-3326 Cell / Home Phone: (501) 277-2763

Same Address

Mailing Address: 508 SW 8th St

Mailing Address Line 2: _____

City: Bentonville State: Arkansas

Zip: 72716-0500

Contact Name: Cynthia Munero

Phone: (479) 277-0270 Email Address: cynthia.munero@walmart.com

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Applicant LC0038449, O Face Bar, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): Matt & Karen Inc (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): O Face Bar

Address of Premise: 2400 9th Ave

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 322-9787 Cell / Home Phone: (219) 204-1280

Same Address

Mailing Address: 2400 9th Ave

Mailing Address Line 2: _____

City: Council Bluffs State: Iowa

Zip: 51501

Contact Name: Matthew Overmyer

Phone: (219) 204-1280 Email Address: matthew1980overmyer@gmail.com

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Transfer Premise LE0002316, Tobacco Hut #18, Council Bluffs

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Licenses may be transferred from one location to another, but only within the boundaries of the current approving Local Official. The Transfer Application and all supporting documentation shall be approved by the Local Official and forwarded to the Iowa Alcoholic Beverages Division before the event takes place. All selling and serving of alcoholic beverages must cease at the original licensed location during the period of the transfer. NOTE: If requesting a permanent transfer, an amended license will be forwarded to the Local Official. If requesting a temporary transfer, a letter of permission will be forwarded to the Local Official.

Name of Applicant: JNS INC.
 Name of Business (D/B/A): Tobacco Hut #18
 Address of Premise: 3134 Manawa Centre Drive Ste. 9
 Address Line 2:
 City: Council Bluffs County: Pottawattamie Zip: 51501

New Premise Address: 429 Veterans Memorial Highway
 New Premise Address Line 2:
 City: Council Bluffs State: IA Zip: 51501

Temporary Transfer (24 hours through 7 days)
 Beginning Date: _____ Ending Date: _____

Permanent Transfer
 Beginning Date: 09/01/2016

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