

CITY COUNCIL STUDY SESSION

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

**MONDAY, DECEMBER 19, 2016
3:45 P.M.**

AGENDA

- A. Review Agenda

STRATEGY SESSION

- A. Labor Negotiations (Fire Dept)



Council Agenda, City of Council Bluffs, Iowa
Regular Meeting, December 19, 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 November 28, 2016 City Council meeting minutes
 - B. Approval of agenda and tape recording of this proceedings be incorporated into the official minutes
 - C. Resolution 16-312
Resolution of intent to dispose of City properties legally described as Lot 5, except the west 7 feet, Block B, Curtis and Ramsey Addition and Lot 4, Block 1, Evans Bridge Addition (OTB-16-019)
 - D. Resolution 16-313
Resolution accepting the work of Bluffs Paving and Utility Co. Inc. as complete and authorizing the release of the retainage after 30 days if no claims are filed in connection with the 10th Avenue Sewer Extension Project (PW16-17)
 - E. Financial Operating Statement (October 2016)
 - F. List of Bills (October 2016)
 - G. Revenue & Expense Report (October 2016)
 - H. Notice of Claims (3)
4. **Public Hearings**
 - A. Resolution 16-314
Resolution authorizing no action be taken regarding proposals associated with the property located at 1901 2nd Avenue, legally described as Lots 1-5, Block 7, Everett's Addition
 - B. Resolution 16-315
Resolution making final determination on potential transfer of interests in real property to River's Edge Apartments, L.L.C. and taking additional action approving and authorizing execution of the Development Agreement with River's Edge Apartments, LLC
 - C. Resolution 16-316
Resolution approving the Plans, Specifications, Form of Contract and Cost Estimate for the West Broadway Reconstruction, Segment 1 Project (PW17-20)
5. **Ordinances on 1st Consideration**
None

DISCLAIMER:

If you plan on attending this meeting and require assistance please notify the City Clerk's office at (712) 328-4616, by 5:00 p.m., three days prior to the meeting.

6. Ordinances on 2nd Consideration

None

7. Ordinances on 3rd Consideration

None

8. Resolutions

A. Reconsideration of Resolution 16-306

Reconsideration of Resolution 16-306 appointing Jodi Quakenbush to the position of City Clerk upon the retirement of the current City Clerk, Marcia L. Worden

B. Resolution 16-317

Resolution to approve the Annual Financial Report for Fiscal Year ending June 30, 2016

C. Resolution 16-318

Resolution to assess unpaid costs of weed abatement against

D. Resolution 16-319

Resolution to assess unpaid costs of solid waste abatement

E. Resolution 16-320

Resolution abolishing within the Community Development Department the position of Assistant Planner and creating a new position of Planner

F. Resolution 16-321

Resolution authorizing a joint application to the Iowa Economic Development Authority by the City of Council Bluffs and Rasmussen Mechanical Services, Inc. for benefits under the High Quality Jobs program and the Targeted Jobs Withholding program

G. Resolution 16-322

Resolution authorizing the Mayor to submit an US Environmental Protection Agency (EPA) Brownfields Assessment Grant

H. Resolution 16-323

Resolution approving the calendar Year 2017 Budget for the Council Bluffs Water Works

I. Resolution 16-324

Resolution of support for Rasmussen Mechanical Services, Inc.'s Grayfield Redevelopment Tax Credit Application for the property located at 3211 Nebraska Avenue

9. Applications for Permits and Cancellations

A. Renewal Beer/Liquor and Wine Permit Application

1. Ameristar Casino Council Bluffs, 2200 River Road
2. Andrew's Lounge, 1210 North 25th Street
3. I-80 Liquor, 2411 South 24th Street
4. Iowa Western Community College, 2700 College Road
5. Kwik Shop #527, 3632 Avenue G
6. Speedy Gas N Shop, 430 South 35th Street, Suite 1
7. Wal-Mart #3150, 1800 N 16th Street

10. Citizens Request to be Heard

11. Other Business

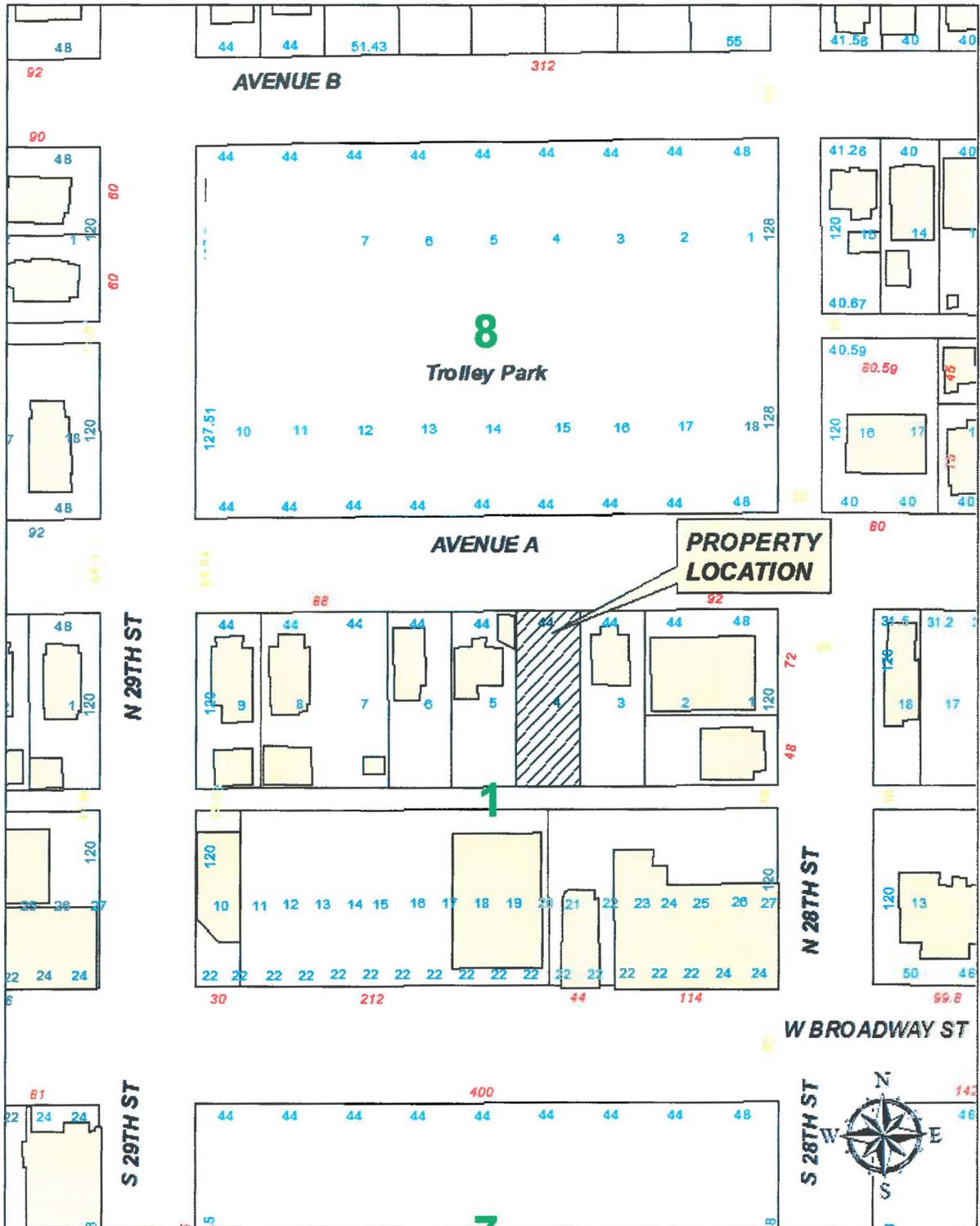
12. Adjournment

- CALL TO ORDER** A regular meeting of the Council Bluffs City Council was called to order by Mayor, Matthew J. Walsh on Monday, November 28, 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** Watson and Head 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 November 14, 2016 meeting minutes; 3C. Resolution 16-294, accepting the work of Valley Corporation, Inc. in connection with the River's Edge Subdivision Improvements – Phase 1 and authorizing the Finance Department to release the retainage fee if no claims are filed; 3D. Resolution 16-295, accepting the work of Lawn Smith and Company in connection with the Return to Fairmount Park Project and authorizing the Finance Department to release the retainage fee if no claims are filed; 3E. Resolution 16-296, setting a Public Hearing for December 19, 2016, 7:00 p.m., for the West Broadway Reconstruction Project, Segment 1 (PW17-20); 3F. Mayor's Appointments. Unanimous, 5-0 vote.
- PUBLIC HEARINGS**
- Resolution 16-297 Held Public Hearing, to release a permanent and perpetual easement reserved for the installation and maintenance of utilities and for drainage, located at specific locations within Jaksha Subdivision. Mike Smith, with Thompson, Dressen, Dorner, Inc. was available for questions from Council. Sandau and Watson moved and seconded approval. Unanimous, 5-0 vote.
- Resolution 16-298 Held Public Hearing, approving the Plans, Specifications, Form of Contract and Cost Estimate for the Levee Certification Project, Geotechnical MR_2 (PW16-06A). White and Ringgenberg moved and seconded approval. Unanimous, 5-0 vote.
- Resolution 16-299 Held Public Hearing, authorizing disposal of City property legally described as Lot 1, Block 6, Bayliss and Palmer Addition and the east 16 feet of vacated North 18th Street adjacent; Lot 2, Block 1, Squire's Addition; and Lot 18, Block 6, Evan's 2nd Bridge Addition. White and Sandau moved and seconded approval. Unanimous, 5-0 vote.
- Resolution 16-300 Held Public Hearing, authorizing disposal of City property legally described as the north 50 feet of the south 143.8 feet of Lot 3 and 4, Day's Southside Addition and ½ vacated alley adjacent. Ringgenberg and White moved and seconded approval. Unanimous, 5-0 vote.
- RESOLUTIONS**
- Resolution 16-301 White and Head moved and seconded approval, authorizing the Mayor and City Clerk to execute an agreement with Judds Bros. Construction Co. in connection with the Levee Certification Project, Structural MR_1 (PW17-06A). Unanimous, 5-0 vote.
- Resolution 16-302 Watson and Sandau moved and seconded approval, authorizing the Mayor and City Clerk to execute an agreement with Sadler Electric, Inc. in connection with the Kanesville Boulevard (US Hwy 6) Traffic Adaptive Signal Control Project (FY15-20A). Unanimous, 5-0 vote.
- Resolution 16-303 White and Head moved and seconded approval, by rejecting all bids for the 9th & 10th Street Bridges over Indian Creek Project (FY15-19). White mentioned the bids came in high, it was suggested if we wait till spring we could see the bids come in lower. Unanimous, 5-0 vote.
- Resolution 16-304 White and Ringgenberg moved and seconded approval, abolishing the Public Works positions of Electronics Technician and Electrician; and creating the position of Electrician/Controls Technician. White indicated this is just one more example of trying to make the City as efficient as possible, and at a cost savings. Sandau mentioned one of the current employees is of the age to retire and concurs with the action. Unanimous, 5-0 vote.
- Resolution 16-305 Sandau and Head moved and seconded approval, granting an extension of time of a temporary use permit to allow crushing/salvage of asphalt and concrete on property located at 1914 Tostevin Street. Unanimous, 5-0 vote.

Council Communication

| | | |
|--|--|---|
| <p>Department: Community Development</p> <p>Case #OTB-16-019</p> <p>Applicant: New Community Development Corp. d/b/a/ NeighborWorks Home Solutions 222 South 6th Street Council Bluffs, IA 51501</p> | <p>Resolution of Intent No. <u>16-312</u></p> <p>Resolution to Dispose No. _____</p> | <p>Set Public Hearing: 12/19/16</p> <p>Public Hearing: 01/09/17</p> |
| Subject/Title | | |
| <p>Request of New Community Development Corporation, represented by Ken Lyons, to purchase the City owned properties described as Lot 5, except the West 7 feet, Block B, Curtis and Ramsey Addition, formerly known as 908 – 5th Avenue and Lot 4, Block 1, Evans Bridge Addition, formerly known as 2815 Avenue A.</p> | | |
| <p>Ken Lyons, on behalf of New Community Development Corporation, d/b/a/ NeighborWorks Home Solutions, has submitted offers to purchase the two City owned properties as described above, and intendeds to build a single family structure on each lot. The details of each vacant property are as follows: <u>908 – 5th Avenue</u>: 48’ x 130’ for a total of 6,240 s.f., zoned R-3/Low Density Multi-Family Residential, acquired by 657A process in June, 2012. <u>2815 Avenue A</u>: 44’ x 120’ for a total of 5,280 s.f., zoned R-3/Low Density Multi-Family Residential, acquired from Community Housing Investment Corporation through a property exchange in March, 2001.</p> <p>As per the Inventory and Disposal Policy for Surplus City Property, buildable properties on the disposal list longer than 24 months may be may be offered for sale to non and for profit housing providers. Properties will be priced at appraised value or the amount most recently established by Pottawattamie County Assessor. The value of the property may be forgiven if the property is constructed upon within a 12 month period. New Community Development Corporation will pay \$50.00 (already paid as the down payment) with a mortgage and promissory note to be signed on the remaining balances which will be forgiven upon the completion of a single family structure on each lot.</p> | | |
| Recommendation | | |
| <p>The Community Development Department recommends disposal of the properties listed above, as follows: <u>Lot 5, except the West 7 feet, Block B, Curtis and Ramsey Addition, formerly known as 908 – 5th Avenue</u> – Purchase price to be \$7,700 with the applicant to pay \$50.00 (already paid as the down payment) with a mortgage and promissory note to be signed on the remaining \$7,650 which would be forgiven upon completion of a single family structure. <u>Lot 4, Block 1, Evans Bridge Addition, formerly known as 2815 Avenue A</u> – Purchase price to be \$8,265 with the applicant to pay \$50.00 (already paid as the down payment) with a mortgage and promissory note to be signed on the remaining \$8,215 which would be forgiven upon completion of a single family structure</p> | | |
| <p>Attachments: Location maps Prepared By: Rebecca Sall, Assistant Planner, Community Development Department</p> | | |

2815 Avenue A



Case #OTB-16-019

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. 16-312

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTIES LEGALLY DESCRIBED AS LOT 5, EXCEPT THE WEST 7 FEET, BLOCK B, CURTIS AND RAMSEY ADDITION AND LOT 4, BLOCK 1, EVANS BRIDGE ADDITION.

WHEREAS, the City has received, from New Community Development Corporation, d/b/a/ NeighborWorks Home Solutions, represented by Ken Lyons, an offer to buy the properties legally described as Lot 5, except the West 7 feet, Block B, Curtis and Ramsey Addition, formerly known as 908 – 5th Avenue and Lot 4, Block 1, Evans Bridge Addition, formerly known as 2815 Avenue A; and

WHEREAS, the Mayor and city staff recommends disposal of the above-referenced properties.

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

That the City does hereby express its intent to dispose of City properties legally described as Lot 5, except the West 7 feet, Block B, Curtis and Ramsey Addition, formerly known as 908 – 5th Avenue and Lot 4, Block 1, Evans Bridge Addition, formerly known as 2815 Avenue A, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for January 9, 2017.

ADOPTED
AND
APPROVED: December 19, 2016

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush Deputy City Clerk

(Case #OTB-16-019)

COUNCIL COMMUNICATION

| | | |
|--|------------------------------|--|
| Department: <u>Public Works</u> | Ordinance No. _____ | First Reading <u>December 19, 2016</u> |
| Case/Project No.: <u>PW16-17</u> | Resolution No. <u>16-313</u> | |
| Applicant: <u>Matthew Cox, City Engineer</u> | | |

SUBJECT/TITLE

Council consideration of a resolution accepting the work of Bluffs Paving and Utility Co. Inc. as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the 10th Avenue Sewer Extension. Project # PW16-17.

BACKGROUND/DISCUSSION

- 10th Avenue in the area between 10th and 12th Streets was not previously served with a sanitary sewer.
- The Public Works Operations Facility and the Fleet Facility previously relied on a small grinder pump system to convey sewage to the nearest gravity sewer at 9th Street. This system was unreliable and required excessive maintenance, particularly during the winter.
- A solution for tying in the sanitary sewer was contemplated with the 13th Street project design and a portion of new main was constructed to extend sewer from 13th Street to the railroad tracks at 12th Street. This sewer extension project added the necessary pipe to provide service to the Public Works campus area.
- This project is included in the FY16 CIP with a revised budget of \$400,000 in Sales Tax Funds.

| | Division I <u>General</u> | Division II <u>Pavement</u> | Division III <u>Storm Sewer</u> | Division IV <u>San. Sewer</u> | <u>Total</u> |
|--------------------------|------------------------------|--------------------------------|------------------------------------|----------------------------------|--------------|
| Original Contract Amount | \$103,369.43 | \$54,998.00 | \$21,070.00 | \$183,974.76 | \$363,412.19 |
| Change Orders (-7.68%) | -\$27,220.33 | \$1,130.00 | -\$7,546.00 | \$5,719.73 | -\$27,916.60 |
| Final Contract Amount | \$76,149.10 | \$56,128.00 | \$13,524.00 | \$189,694.49 | \$335,495.59 |
| Less Previous Payments | \$72,341.64 | \$53,321.60 | \$12,847.80 | \$180,209.77 | \$318,720.81 |
| Retainage Due Contractor | \$3,807.46 | \$2,806.40 | \$676.20 | \$9,484.72 | \$16,774.78 |

- The Contractor did not complete the project on time resulting in 1 non-compliance notice. Liquidated damages in the amount of \$2,500.00 were assessed.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

RESOLUTION NO 16-313

**RESOLUTION ACCEPTING THE WORK OF
BLUFFS PAVING AND UTILITY CO. INC. IN CONNECTION WITH
THE 10TH AVENUE SEWER EXTENSION
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE
A CITY CHECK IN THE AMOUNT OF \$16,774.78
PROJECT #PW16-17**

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Bluffs Paving and Utility Co. Inc., Crescent, IA for the 10th Avenue Sewer Extension; 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 \$16,774.78 to Bluffs Paving and Utility Co. Inc. 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 \$16,774.78 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 \$16,774.78 payable to Bluffs Paving and Utility Co. Inc. from budget codes Division I, G21800-676000; Division II, G21800-676200; Division III, G21800-676500; Division IV, G21800-676700; Project #00557.

AND BE IT FURTHER RESOLVED

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

**ADOPTED
AND
APPROVED** _____ **December 19, 2016**

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, Deputy City Clerk



City of Council Bluffs
General Fund Operations
for the period ending October 31, 2016

FY 2017

Fund 001

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|-----------------|---------------------------------|-------------|-----------------------|-------------|----------------|-----------------------|-------------|
| REVENUES | | | | | | | |
| A11101 | Police Administration Fees | 36,000 | 12,226 | 33.96% | 32,000 | 13,917 | 43.49% |
| A11111 | Police Patrol Fees | 835,732 | 135,635 | 16.23% | 477,000 | 171,224 | 35.90% |
| A11112 | Police Patrol Grants | 74,000 | 31,494 | 42.56% | 55,000 | 31,910 | 58.02% |
| A11131 | Police Training Facility Fees | 84,700 | 24,564 | 29.00% | 462,353 | 24,965 | 5.40% |
| A11132 | Police Training Facility Grants | - | - | 0.00% | - | - | 0.00% |
| A11141 | Police Services Fees | 29,500 | 20,420 | 69.22% | 73,600 | 10,789 | 14.66% |
| A11152 | Police Vice & Intelligence Fees | 124,000 | 5,304 | 4.28% | 25,000 | 36,688 | 146.75% |
| A11161 | Police Parking Enforcement Fees | 240,000 | 69,402 | 28.92% | 225,000 | 69,049 | 30.69% |
| A11301 | Police 911 Center Fees | - | - | 0.00% | - | - | 0.00% |
| | Police | 1,423,932 | 299,045 | 21.00% | 1,349,953 | 358,542 | 26.56% |
| A11501 | Fire Administration Fees | - | 23 | 0.00% | - | 20 | 0.00% |
| A11511 | Fire Training Fees | - | - | 0.00% | - | - | 0.00% |
| A11521 | Fire Suppression Fees | - | 136 | 0.00% | - | - | 0.00% |
| A11531 | Fire Inspection Fees | 33,000 | 10,906 | 33.05% | 30,000 | 9,128 | 30.43% |
| A11601 | Fire Ambulance Fees | 1,265,000 | 452,205 | 35.75% | 1,262,000 | 467,520 | 37.05% |
| A11651 | Fire Technical Fees | 43,000 | 4,798 | 11.16% | 56,015 | 120,974 | 215.97% |
| | Fire | 1,341,000 | 468,067 | 34.90% | 1,348,015 | 597,642 | 44.33% |
| A11701 | Building Inspection Fees | 1,318,500 | 340,667 | 25.84% | 977,500 | 337,049 | 34.48% |
| A11701 | Rental Inspection Fees | 225,000 | 8,063 | 3.58% | 336,000 | 6,670 | 1.99% |
| A11701 | Building Inspection Fees | 1,543,500 | 348,729 | 22.59% | 1,313,500 | 343,719 | 26.17% |
| A11901 | Animal Control Fees | 115,250 | 10,399 | 9.02% | 123,250 | 14,446 | 11.72% |
| A12961 | Transit Fees | 195,000 | 47,755 | 24.49% | 220,000 | 40,376 | 18.35% |
| A12962 | Transit Grants | 505,600 | 119,361 | 23.61% | 503,600 | 119,364 | 23.70% |
| | Transit | 700,600 | 167,116 | 23.85% | 723,600 | 159,740 | 22.08% |
| A13401 | Public Health Inspection Fees | 85,280 | 29,870 | 35.03% | 175,980 | 44,888 | 25.51% |
| A13412 | Public Health Grants | 66,000 | 19,705 | 29.86% | 60,500 | 14,077 | 23.27% |
| A13422 | Public Health Aids Prevention | - | - | 0.00% | - | - | 0.00% |
| | Public Health | 151,280 | 49,575 | 32.77% | 236,480 | 58,965 | 24.93% |
| A14101 | Library Fees | 306,000 | 37,341 | 12.20% | 299,676 | 22,114 | 7.38% |
| A14102 | Library Grants | - | - | 0.00% | - | - | 0.00% |
| | Library | 306,000 | 37,341 | 12.20% | 299,676 | 22,114 | 7.38% |
| A14301 | Parks Administrative Fees | 3,000 | 25 | 0.83% | 7,000 | 1,082 | 15.46% |
| A14311 | Parks Maintenance Fees | 45,500 | 1,225 | 2.69% | 50,058 | 13,242 | 26.45% |
| A14401 | Parks Recreation Fees | 110,000 | 13,958 | 12.69% | 120,000 | 13,219 | 11.02% |
| A14411 | Parks Dodge Golf Fees | 812,000 | 322,379 | 39.70% | 750,000 | 374,157 | 49.89% |
| A14421 | Parks Pool Fees | 270,000 | 98,795 | 36.59% | 295,000 | 115,254 | 39.07% |
| A14431 | Parks Recreation Complex Fees | 99,500 | 50,759 | 51.01% | 98,000 | 54,322 | 55.43% |
| A14501 | Parks Cemetery Fees | 2,500 | 960 | 0.00% | - | 1,200 | 0.00% |
| | Parks and Recreation | 1,342,500 | 488,101 | 36.36% | 1,320,058 | 572,476 | 0.09% |
| A15401 | Community Development Fees | 13,415 | 2,000 | 14.91% | 9,500 | 4,200 | 0.00% |
| A16101 | Administrative Fees - Mayor | 72,654 | - | 0.00% | - | - | 0.00% |
| A16221 | Administrative Fees - HR | - | - | 0.00% | - | - | 0.00% |
| A16231 | Administrative Fees - Finance | - | - | 0.00% | - | - | 0.00% |
| | Administration | 72,654 | - | 0.00% | - | - | 0.00% |

General Fund Operations

FY 2017

| Org Code | Organization Title | Fund 001 | | | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|----------------------------------|-------------------|-----------------------|---------------|-------------------|-----------------------|---------------|
| | | 2017 Budget | 10/31/2016 YTD Actual | % Collected | | | |
| A16602 | Special Operations Grants | - | - | 0.00% | - | - | 0.00% |
| A16612 | Property Acquisition Grants | - | - | 0.00% | - | - | 0.00% |
| A16622 | DR1998 Acquisition Grants | - | - | 0.00% | - | - | 0.00% |
| A16641 | FEMA 1481 Grants | - | - | 0.00% | - | - | 0.00% |
| | Special Operations | - | - | 0.00% | - | - | 0.00% |
| A16801 | Public Works Equipment Fees | 85,000 | 29,126 | 34.27% | 90,000 | 18,929 | 21.03% |
| A16811 | Information Technology Fees | - | - | 0.00% | - | - | 0.00% |
| A16901 | General Government Fees | 4,210,205 | 1,346,664 | 31.99% | 4,500,500 | 1,267,871 | 28.17% |
| A16902 | Non Governmental Grant | - | 150,000 | 100.00% | - | - | - |
| A16904 | General Government Interest | 266,800 | 63,459 | 23.79% | 244,071 | 51,012 | 20.90% |
| | Other Fees | 4,477,005 | 1,560,123 | 34.85% | 4,744,571 | 1,318,883 | 27.80% |
| A19104 | Employee Benefits/Fund Transfers | 15,665,551 | 299,240 | 0.00% | - | 259,019 | 0.00% |
| A19544 | General Property Taxes | 23,222,218 | 9,645,125 | 41.53% | 22,505,865 | 8,369,172 | 37.19% |
| | REVENUE TOTALS | 50,459,905 | 13,403,986 | 26.56% | 34,064,468 | 12,097,847 | 35.51% |

EXPENDITURES

| | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected | |
|--------|-----------------------------|-----------------------|-------------|----------------|-----------------------|-------------|--------|
| A11100 | Police Administration | 2,727,494 | 944,919 | 34.64% | 2,811,591 | 823,747 | 29.30% |
| A11110 | Police Partol | 9,584,607 | 2,983,930 | 31.13% | 9,475,942 | 3,085,396 | 32.56% |
| A11120 | Police Investigation | 2,649,619 | 934,031 | 35.25% | 2,588,591 | 871,106 | 33.65% |
| A11130 | Police Training Facility | 108,500 | 25,591 | 23.59% | 55,500 | 12,752 | 22.98% |
| A11140 | Police Services | 1,416,243 | 453,802 | 32.04% | 1,256,013 | 415,652 | 33.09% |
| A11150 | Police Vice & Intelligence | 1,101,996 | 393,677 | 35.72% | 1,053,357 | 399,149 | 37.89% |
| A11160 | Police Parking Enforcement | 92,980 | 31,642 | 34.03% | 87,171 | 29,008 | 33.28% |
| A11300 | Police 911 Center | - | - | 0.00% | 13,063 | - | 0.00% |
| | Police | 17,681,439 | 5,767,593 | 32.62% | 17,341,228 | 5,636,810 | 0.01% |
| A11400 | Levee Maintenance | 128,315 | 21,766 | 16.96% | 104,280 | 47,701 | 0.00% |
| A11310 | Fire - Civil Defense | 7,450 | 2,177 | 29.23% | 7,450 | 1,846 | 24.78% |
| A11500 | Fire Administration | 334,952 | 115,157 | 34.38% | 323,954 | 108,002 | 33.34% |
| A11510 | Fire Training | 358,031 | 120,547 | 33.67% | 326,310 | 117,922 | 36.14% |
| A11520 | Fire Suppression | 10,114,162 | 3,386,608 | 33.48% | 9,782,392 | 3,120,562 | 31.90% |
| A11530 | Fire Inspection | 762,281 | 250,326 | 32.84% | 735,572 | 268,375 | 36.49% |
| A11600 | Fire Ambulance Service | 2,317,812 | 763,239 | 32.93% | 2,063,315 | 682,955 | 33.10% |
| A11650 | Fire Technical Services | 194,858 | 63,884 | 32.79% | 159,753 | 73,698 | 46.13% |
| | Fire | 14,089,546 | 4,701,939 | 33.37% | 13,398,746 | 4,373,360 | 32.64% |
| A11700 | Building Inspection | 644,912 | 209,875 | 32.54% | 592,212 | 171,033 | 28.88% |
| A11710 | Rental Inspection | 352,471 | 111,598 | 31.66% | 433,310 | 129,025 | 29.78% |
| | Building Inspection | 997,383 | 321,472 | 32.23% | 1,025,522 | 300,058 | 29.26% |
| A11900 | Animal Control | 589,327 | 165,783 | 28.13% | 653,410 | 173,289 | 26.52% |
| A12050 | Public Works Administration | 184,737 | 62,898 | 34.05% | 175,237 | 60,031 | 34.26% |
| A12200 | Parking Lot Maintenance | 101,488 | 47,571 | 46.87% | 98,834 | 35,633 | 36.05% |
| | Public Works | 286,225 | 110,470 | 38.60% | 274,071 | 95,664 | 34.90% |
| A12960 | Transit | 1,275,400 | 226,188 | 17.73% | 1,277,100 | 223,017 | 17.46% |

General Fund Operations

FY 2017

| Org Code | Organization Title | Fund 001 | | | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|------------------------------------|--------------------|-----------------------|---------------|---------------------|-----------------------|---------------|
| | | 2017 Budget | 10/31/2016 YTD Actual | % Collected | | | |
| A13400 | Public Health Inspections | 437,848 | 150,013 | 34.26% | 551,861 | 171,803 | 31.13% |
| A13410 | Public Health I-4 | 104,419 | 35,097 | 33.61% | 100,402 | 33,938 | 33.80% |
| A13420 | Public Health Aids Prevention | 106,579 | 35,651 | 33.45% | 101,044 | 34,332 | 33.98% |
| | Public Health | 648,846 | 220,761 | 34.02% | 753,307 | 240,073 | 31.87% |
| A14100 | Library | 2,617,660 | 859,615 | 32.84% | 2,536,034 | 771,201 | 30.41% |
| A14300 | Parks Administration | 367,667 | 145,854 | 39.67% | 392,323 | 143,246 | 36.51% |
| A14310 | Parks Maintenance | 1,602,927 | 550,580 | 34.35% | 1,606,614 | 638,176 | 39.72% |
| A14320 | Parks Landmarks | 335,000 | 55,372 | 16.53% | 329,000 | 46,145 | 14.03% |
| A14330 | Parks Forestry | 220,000 | 27,454 | 12.48% | 260,000 | 115,736 | 44.51% |
| A14400 | Parks Recreation | 359,100 | 144,940 | 40.36% | 322,100 | 106,321 | 33.01% |
| A14410 | Parks Dodge Park Golf | 911,487 | 328,809 | 36.07% | 1,045,496 | 355,641 | 34.02% |
| A14420 | Parks Swimming Pools | 362,139 | 185,464 | 51.21% | 339,157 | 185,423 | 54.67% |
| A14430 | Parks Recreation Complex | 655,264 | 211,023 | 32.20% | 672,532 | 240,387 | 35.74% |
| A14440 | Parks Westwood Golf | 3,500 | 309 | 8.82% | 3,500 | 438 | 12.51% |
| A14500 | Parks Cemetery | 50,000 | 60 | 0.12% | 45,000 | 13,815 | 30.70% |
| | Parks and Recreation | 4,867,084 | 1,649,864 | 33.90% | 5,015,722 | 1,845,328 | 36.79% |
| A15400 | Community Development | 624,420 | 205,853 | 32.97% | 663,752 | 197,230 | 29.71% |
| A16100 | Mayor | 492,034 | 161,852 | 32.89% | 324,232 | 126,133 | 38.90% |
| A16110 | City Council | 71,370 | 27,043 | 37.89% | 70,071 | 30,911 | 44.11% |
| A16200 | City Clerk | 222,470 | 74,072 | 33.30% | 264,564 | 67,327 | 25.45% |
| A16210 | Civil Service | 20,000 | 848 | 4.24% | 10,000 | 1,200 | 12.00% |
| A16220 | Human Resources | 460,297 | 146,590 | 31.85% | 348,945 | 118,720 | 34.02% |
| A16230 | Finance | 813,584 | 246,601 | 30.31% | 698,799 | 248,993 | 35.63% |
| A16240 | Purchasing | 97,443 | 35,229 | 36.15% | 97,404 | 31,569 | 32.41% |
| A16250 | Treasury | 395,509 | 111,432 | 28.17% | 304,715 | 102,744 | 33.72% |
| A16260 | City Auditor | - | 37,918 | 100.00% | 109,099 | 36,344 | 33.31% |
| A16400 | Civil Rights | 136,582 | 46,146 | 33.79% | 119,649 | 41,825 | 34.96% |
| A16410 | City Attorney | 339,392 | 115,394 | 34.00% | 329,778 | 110,607 | 33.54% |
| A16600 | Special Operations | - | - | 0.00% | - | - | 0.00% |
| A16610 | Special Operations DR1930 | - | - | 0.00% | - | - | 0.00% |
| A16620 | Special Operations DR1988 | - | - | 0.00% | - | - | 0.00% |
| A16640 | Special Operations FEMA 4181 | - | - | 100.00% | - | 122,985 | 100.00% |
| A16810 | Information Technology | 2,698,661 | 734,075 | 27.20% | 2,102,164 | 614,541 | 29.23% |
| | General Government | 5,747,342 | 1,737,200 | 30.23% | 4,779,420 | 1,653,899 | 34.60% |
| A16800 | Public Works Equipment Maint. | 1,737,850 | 553,040 | 31.82% | 1,831,555 | 555,311 | 30.32% |
| A16840 | Procurement | - | - | 0.00% | - | - | 0.00% |
| A16850 | Group Insurance Benefits | - | - | 0.00% | - | - | 0.00% |
| A16900 | Other Operating Costs | 990,615 | 612,513 | 61.83% | 1,050,698 | 168,926 | 16.08% |
| | General Government Operations | 990,615 | 612,513 | 61.83% | 1,050,698 | 168,926 | 16.08% |
| A19100 | General Fund Transfers Out | - | - | 0.00% | - | - | 0.00% |
| | EXPENDITURE TOTALS | 52,281,452 | 17,154,055 | 32.81% | 50,704,845 | 16,281,867 | 32.11% |
| | NET GENERAL FUND OPERATIONS | (1,821,547) | (3,750,069) | | (16,640,377) | (4,184,020) | |



City of Council Bluffs
Gaming Fund Operations
for the period ending October 31, 2016

Fund 002

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|-----------------------------------|------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| A26501 | Insurance Settlements | - | - | 0.00% | - | - | |
| A89104 | Employee Benefits/Fund Transfers | - | - | 0.00% | - | - | |
| A29544 | Gaming Revenue | 2,925,000 | 937,763 | 32.06% | 2,940,000 | 1,045,894 | 35.57% |
| | Revenues | 2,925,000 | 937,763 | 32.06% | 2,940,000 | 1,045,894 | 35.57% |
| A24000 | Culture & Recreation | - | - | 0.00% | - | 650 | 100.00% |
| A25000 | Economic Development | 100,000 | - | 0.00% | 100,000 | - | 0.00% |
| A26000 | General Government | - | - | 0.00% | 110,285 | - | 0.00% |
| A26500 | Facilities Management | 1,248,822 | 315,511 | 25.26% | 1,256,542 | 306,680 | 24.41% |
| A29160 | Transfers Out | - | - | 0.00% | - | - | |
| | Expenditures | 1,348,822 | 315,511 | 23.39% | 1,466,827 | 307,330 | 20.95% |
| | NET GAMING FUND OPERATIONS | 1,576,178 | 622,253 | | 1,473,173 | 738,564 | |



City of Council Bluffs
Emergency Levy Fund
for the period ending October 31, 2016

Fund 119

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|--------------------------------|----------------|-----------------------|---------------|----------------|-----------------------|---------------|
| B19544 | Property Tax Levy | 668,713 | 294,963 | 44.11% | 606,736 | 257,883 | 42.50% |
| B19544 | Utility Replacement Tax | 49,699 | 4,277 | 8.61% | 57,879 | 1,136 | 1.96% |
| | Revenues | 718,412 | 299,240 | 41.65% | 664,615 | 259,019 | 38.97% |
| B19100 | Transfers to Other Funds | 718,412 | 299,240 | 0.00% | - | 259,019 | 0.00% |
| | Expenditures | 718,412 | 299,240 | 0.00% | - | 259,019 | 0.00% |
| | NET EMERGENCY LEVY FUND | | | | 664,615 | - | |



City of Council Bluffs
All Funds Summary For General Fund Group
for the period ending October 31, 2016

Fund 001, 002, 119

| Fund | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|------|---|-------------------|-----------------------|---------------|---------------------|-----------------------|---------------|
| | Revenues | | | | | | |
| 001 | General Fund | 50,459,905 | 13,403,986 | 26.56% | 34,064,468 | 12,097,847 | 35.51% |
| 002 | Gaming Fund | 2,925,000 | 937,763 | 32.06% | 2,940,000 | 1,045,894 | 35.57% |
| 119 | Emergency Tax Levy Fund | 718,412 | 299,240 | 41.65% | 664,615 | 259,019 | 38.97% |
| | Revenues: General Fund Group | 54,103,317 | 14,640,990 | 27.06% | 37,669,083 | 13,402,760 | 35.58% |
| | Expenditures | | | | | | |
| 001 | General Fund | 52,281,452 | 17,154,055 | 32.81% | 50,704,845 | 16,281,867 | 32.11% |
| 002 | Gaming Fund | 1,348,822 | 315,511 | 23.39% | 1,466,827 | 307,330 | 20.95% |
| 119 | Emergency Tax Levy Fund | 718,412 | 299,240 | 41.65% | - | 259,019 | 0.00% |
| | Expenditures: General Fund Group | 54,348,686 | 17,768,806 | 32.69% | 52,171,672 | 16,848,216 | 32.29% |
| | Net Operations | | | | | | |
| 001 | General Fund | (1,821,547) | (3,750,069) | | (16,640,377) | (4,184,020) | |
| 002 | Gaming Fund | 1,576,178 | 622,253 | | 1,473,173 | 738,564 | |
| 119 | Emergency Tax Levy Fund | - | - | | 664,615 | - | |
| | Net Operations: General Fund Group | (245,369) | (3,127,817) | | (14,502,589) | (3,445,456) | |



City of Council Bluffs
Hotel-Motel Tax Fund Operations
for the period ending October 31, 2016

FY 2017

| | | Fund 003 | | | | | |
|-------------|---------------------------------|------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| Object Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
| Org. A39554 | | | | | | | |
| 408500 | Hotel-Motel Tax Received | 2,800,000 | - | 0.00% | 2,800,000 | 920,594 | 32.88% |
| 471100 | IWF/Caesars Support | 150,000 | - | 0.00% | - | - | |
| | Revenues | 2,950,000 | - | 0.00% | 2,800,000 | 920,594 | 32.88% |
| Org. A36000 | | | | | | | |
| 636020 | MAC Arena Sinking Fund | 200,000 | - | 0.00% | 50,000 | - | 0.00% |
| 640700 | Consultant | - | - | 0.00% | - | - | |
| 649000 | Miscellaneous | - | 16,226 | 100.00% | 135,000 | 500,000 | 370.37% |
| 649060 | Tourism Promotion | 575,000 | 287,500 | 50.00% | 525,000 | 262,500 | 50.00% |
| 649061 | MAC Arena Capital | 500,000 | - | 100.00% | 250,000 | 9,284 | 3.71% |
| 691000 | Transfers Out | - | - | 100.00% | - | 49,911 | 100.00% |
| | Expenditures | 1,275,000 | 303,726 | 23.82% | 960,000 | 821,695 | 85.59% |
| | NET HOTEL-MOTEL TAX FUND | 1,675,000 | (303,726) | | 1,840,000 | 98,899 | |



City of Council Bluffs
Insurance Tax Levy Fund Operations
for the period ending October 31, 2016

Fund 004

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|-------------|------------------------------------|------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| A46601 | Restitutions | - | 224 | 0.00% | - | 260 | |
| A49544 | Property Tax Levy for Insurance | 1,876,505 | 781,726 | 41.66% | 1,736,229 | 676,652 | 38.97% |
| | Revenues | 1,876,505 | 781,950 | 41.67% | 1,736,229 | 676,912 | 38.99% |
| Org. A46600 | | | | | | | |
| 601000 | Staffing Costs | 378,613 | 131,453 | 34.72% | 358,808 | 121,011 | 33.73% |
| 640500 | Court & Recording Fees | 7,500 | 743 | 9.91% | 7,500 | 213 | 2.84% |
| 640600 | Damage Claims Paid Directly | 80,000 | 1,838 | 2.30% | 95,000 | 32,208 | 33.90% |
| 640680 | Harrington Settlement | 528,571 | 528,571 | 100.00% | 528,571 | 528,571 | 100.00% |
| 640700 | Consultant | 7,500 | 12,950 | 172.67% | 7,500 | 7,500 | 100.00% |
| 640810 | Casualty Insurance Premiums | 540,000 | 255,954 | 47.40% | 415,000 | 146,360 | 35.27% |
| 640815 | Liability Insurance Premiums | 250,000 | 139,258 | 55.70% | 270,000 | 94,811 | 35.12% |
| 641100 | Attorney Fees | 30,000 | - | 0.00% | 50,000 | - | 0.00% |
| 650600-10 | Office Expenses | 3,600 | 1,208 | 33.56% | 3,850 | 80 | 2.08% |
| | Expenditures | 1,825,784 | 1,071,976 | 58.71% | 1,736,229 | 930,754 | 53.61% |
| | NET INSURANCE TAX LEVY FUND | 50,721 | (290,026) | | - | (253,842) | |



City of Council Bluffs
Self Insured Medical Fund Operations
for the period ending October 31, 2016

FY 2017

Fund 005

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|--------------------------------------|------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| 640826 | Employer Contribution | 7,800,000 | 2,529,842 | 32.43% | 7,309,310 | 2,353,883 | 32.20% |
| 640819 | Flex Admin. Employer Contribution | 5,000 | 1,566 | 31.32% | 5,183 | 1,233 | 23.79% |
| 640827 | Employee Contribution | 860,000 | 244,920 | 28.48% | 795,576 | 246,012 | 30.92% |
| 640875 | Supplemental Term Life Insurance | - | 56,569 | 100.00% | - | 57,276 | 100.00% |
| | Revenues | 8,665,000 | 2,832,897 | 32.69% | 8,110,069 | 2,658,404 | 32.78% |
| 640818 | Flex Plan Administration | 5,000 | 1,589 | 31.77% | 5,183 | 1,251 | 24.14% |
| 640820 | Medical Insurance Premiums | 8,000,000 | 2,618,421 | 32.73% | 8,104,886 | 2,429,986 | 29.98% |
| 640825 | Life Insurance Premiums | 195,000 | 65,888 | 100.00% | - | 67,442 | 100.00% |
| 640830 | Vision Care Insurance Premiums | 83,000 | 27,745 | 100.00% | - | 27,825 | 100.00% |
| 640835 | Dental Insurance Premiums | 365,000 | 125,514 | 100.00% | - | 121,652 | 100.00% |
| 640845 | Wellness Subsidies | 17,000 | 2,480 | 100.00% | - | 1,420 | 100.00% |
| 640870 | Long Term Disability Premiums (net) | - | (147) | 100.00% | - | (5,606) | 100.00% |
| | Expenditures | 8,665,000 | 2,841,489 | 32.79% | 8,110,069 | 2,643,970 | 32.60% |
| | NET SELF INSURED MEDICAL FUND | | (8,592) | | - | 14,434 | |



City of Council Bluffs
Mid-America Center Fund Operations
for the period ending October 31, 2016

Fund 006

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|-----------------------------------|------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| A66001 | Reported Revenues | 4,230,000 | 626,043 | 14.80% | 3,600,000 | 835,966 | 23.22% |
| A66914 | Transfers-In from Hotel-Motel Tax | 700,000 | - | 0.00% | - | 49,911 | 100.00% |
| | Revenues | 4,930,000 | 626,043 | 12.70% | 3,600,000 | 885,877 | 24.61% |
| A66000 | Reported Expenses | 4,430,000 | 958,893 | 21.65% | 3,800,000 | 1,003,817 | 26.42% |
| A66000 | Capital Expenditures | 500,000 | - | 0.00% | - | 618,789 | 100.00% |
| | Expenditures | 4,930,000 | 958,893 | 19.45% | 3,800,000 | 1,622,606 | 42.70% |
| | NET MAC FUND | | (332,850) | | (200,000) | (736,729) | |



City of Council Bluffs
Employee Benefits Levy Fund
for the period ending October 31, 2016

Fund 113

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|--|-------------------|-----------------------|---------------|-------------------|-----------------------|---------------|
| D13954 | Property Tax Levy | 14,558,950 | 6,422,442 | 44.11% | 12,665,218 | 5,406,842 | 42.69% |
| D13954 | Utility Replacement Tax | 1,082,138 | 93,136 | 8.61% | 1,854,787 | - | 0.00% |
| | Revenues | 15,641,088 | 6,515,577 | 41.66% | 14,520,005 | 5,406,842 | 37.24% |
| D13910 | Transfers to Other Funds | 14,977,673 | - | 0.00% | - | - | |
| | Expenditures | 14,977,673 | - | 0.00% | - | - | |
| | NET EMPLOYEE BENEFITS LEVY FUND | 663,415 | 6,515,577 | | 14,520,005 | 5,406,842 | |

City of Council Bluffs
Road Use Tax Fund
for the period ending October 31, 2016

FY 2017

Fund 110

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|---|------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| C02001 | Fees | 62,600 | 226,836 | 362.36% | 59,000 | 59,318 | 100.54% |
| C02002 | Road Use Tax | 7,500,000 | 2,272,235 | 30.30% | 6,131,278 | 2,856,903 | 46.60% |
| C09104 | Benefits Transfer-In | - | - | 0.00% | - | - | 0.00% |
| C09544 | Non Program Revenues | - | - | 0.00% | - | - | 0.00% |
| | Revenues | 7,562,600 | 2,499,070 | 33.05% | 6,190,278 | 2,916,221 | 47.11% |
| C02050 | Administration | 281,845 | 86,100 | 30.55% | 271,136 | 80,887 | 29.83% |
| C02100 | Street Maintenance | 4,971,514 | 1,223,271 | 24.61% | 4,007,368 | 1,598,771 | 39.90% |
| C02400 | Traffic Signals | 575,353 | 190,682 | 33.14% | 487,299 | 149,982 | 30.78% |
| C02410 | Street Signs and Markings | 543,901 | 158,654 | 29.17% | 562,917 | 144,149 | 25.61% |
| C02600 | Engineering | 551,830 | 165,874 | 30.06% | 537,568 | 151,743 | 28.23% |
| C02700 | Stormwater Management | 84,521 | 23,519 | 27.83% | 71,308 | 43,464 | 60.95% |
| C06800 | Equipment Maintenance | 657,864 | 199,306 | 30.30% | 629,782 | 179,758 | 28.54% |
| | Expenditures | 7,666,828 | 2,047,406 | 26.70% | 6,567,378 | 2,348,754 | 35.76% |
| | NET ROAD USE TAX FUND OPERATIONS | (104,228) | 451,664 | | (377,100) | 567,467 | |



City of Council Bluffs
Road Use Tax Fund - Equipment
for the period ending October 31, 2016

Fund 111

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|-----------------------------------|--------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| C21101 | Sale of Equipment | - | 14,775 | 100.00% | - | 14,081 | 100.00% |
| C29104 | Road Use Tax Transfers In | - | - | 0.00% | - | - | 0.00% |
| | Revenues | - | 14,775 | 0.00% | - | 14,081 | 0.00% |
| C21100 | Capital Equipment | 1,050,000 | 484,295 | 46.12% | 600,000 | 480,376 | 80.06% |
| | Expenditures | 1,050,000 | 484,295 | 46.12% | 600,000 | 480,376 | 80.06% |
| | NET ROAD USE TAX EQUIPMENT | (1,050,000) | (469,520) | | (600,000) | (466,295) | |



City of Council Bluffs
Local Option Sales Tax Fund
for the period ending October 31, 2016

Fund 121

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------|-----------------------------------|--------------------|-----------------------|----------------|------------------|-----------------------|----------------|
| | Revenues | | | | | | |
| G17503 | Grants | - | 909,240 | 0.00% | - | 1,425,977 | 0.00% |
| G19104 | Transfers In | - | - | 0.00% | - | - | 0.00% |
| G19544 | Sales Tax | 8,900,000 | 1,425,832 | 16.02% | 9,434,000 | 2,721,508 | 28.85% |
| | Revenues | 8,900,000 | 2,335,071 | 26.24% | 9,434,000 | 4,147,485 | 43.96% |
| | Expenditures | | | | | | |
| G21600 | Street Projects | 5,802,000 | 2,341,844 | 100.00% | - | 1,148,721 | 100.00% |
| G21800 | Sewer Projects | 8,522,000 | 1,869,566 | 100.00% | - | 1,790,453 | 100.00% |
| G21910 | Transfers Out | - | - | 0.00% | - | - | 0.00% |
| | Expenditures | 14,324,000 | 4,211,410 | 100.00% | - | 2,939,174 | 100.00% |
| | NET LOCAL OPTION SALES TAX | (5,424,000) | (1,876,339) | | 9,434,000 | 1,208,311 | |



City of Council Bluffs
CDBG Fund
for the period ending October 31, 2016

FY 2017

Fund 145

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|----------------------|----------------------------|------------------|-----------------------|---------------|------------------|-----------------------|--------------|
| Revenues | | | | | | | |
| H55901 | Program User Fees | 7,440 | 100 | 1.34% | 5,000 | 3,513 | . |
| H55902 | CDBG Federal Grants | 2,574,735 | 801,738 | 31.14% | 1,699,212 | - | 0.00% |
| H55902 | Rehab Loan Payments | 307,000 | 6,171 | 2.01% | 435,000 | 45,798 | 10.53% |
| H59104 | Transfers In | - | - | 0.00% | - | - | 0.00% |
| Revenues | | 2,889,175 | 808,009 | 27.97% | 2,139,212 | 49,311 | 2.31% |
| Expenditures | | | | | | | |
| H55380 | Projects Administration | 295,620 | 89,965 | 30.43% | 330,565 | 100,560 | 30.42% |
| H55910 | Rehab Loans Administration | 366,625 | 38,434 | 10.48% | 338,709 | 24,111 | 7.12% |
| H55900 | Project Expenditures | 2,247,000 | 290,704 | 12.94% | 1,459,240 | 70,989 | 4.86% |
| Expenditures | | 2,909,245 | 419,102 | 14.41% | 2,128,514 | 195,660 | 9.19% |
| NET CDBG FUND | | (20,070) | 388,907 | | 10,698 | (146,349) | |



City of Council Bluffs
Refuse Disposal Fund
for the period ending October 31, 2016

Fund 670

| Org Code | Organization Title | 2017 Budget | 10/31/2016 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|---------------------------------|----------------------------|------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| Revenues | | | | | | | |
| R08411 | Refuse Disposal Fees | 4,272,620 | 2,150,643 | 50.34% | 4,491,500 | 2,671,647 | 59.48% |
| R08421 | Recycling Center User Fees | 850,000 | 468,332 | 55.10% | 907,000 | 410,077 | 45.21% |
| R08422 | Recycling Center Donations | - | 2,478 | 100.00% | - | 963 | 100.00% |
| R09544 | Other Revenue | - | 135 | 0.00% | - | 7,500 | 100.00% |
| Revenues | | 5,122,620 | 2,621,588 | 51.18% | 5,398,500 | 3,090,187 | 57.24% |
| Expenditures | | | | | | | |
| R08410 | Refuse Disposal | 3,794,146 | 1,079,328 | 28.45% | 3,863,418 | 1,039,277 | 26.90% |
| R08420 | Recycling Center | 1,898,679 | 451,683 | 23.79% | 2,290,514 | 431,023 | 18.82% |
| Expenditures | | 5,692,825 | 1,531,010 | 26.89% | 6,153,932 | 1,470,300 | 23.89% |
| NET REFUSE DISPOSAL FUND | | (570,205) | 1,090,578 | | (755,432) | 1,619,887 | |



City of Council Bluffs
Sanitary Sewer Utility Fund
for the period ending October 31, 2016

FY 2017

Fund 610-615

| Org Code | Organization Title | 2017 Budget | 10/31/16 YTD Actual | % Collected | FY 2016 Budget | 10/31/2015 YTD Actual | % Collected |
|------------|--|--------------------|---------------------|---------------|--------------------|-----------------------|---------------|
| Org | Revenues | | | | | | |
| P08151 | | | | | | | |
| 450260 | Disposal Fees | 4,000 | 46,350 | 1158.75% | 4,000 | 106,680 | 2667.00% |
| 450290 | Sewer Service Fees | 6,150,000 | 1,976,581 | 32.14% | 6,300,000 | 2,356,144 | 37.40% |
| 450300 | Sewer Connection Fees | 2,000 | 1,430 | 71.50% | 2,000 | 600 | 30.00% |
| 450310 | Lien Collections | - | 5,117 | 100.00% | 15,000 | 4,505 | 30.03% |
| 454030 | Sewer Surcharges | 250,000 | 45,068 | 18.03% | 400,000 | 47,493 | 11.87% |
| 474500 | Other Revenue | - | - | 100.00% | - | 10,737 | 100.00% |
| 481000 | Sale of Equipment | - | 45,820 | 100.00% | - | - | 0.00% |
| P08152 | Reimbursements | - | 786 | 0.00% | - | - | 0.00% |
| P09544 | Non-Program Revenues | 2,355 | - | 0.00% | 2,355 | - | 0.00% |
| P09104 | Transfer from Local Option Sales Tax | - | - | 0.00% | - | - | 0.00% |
| P48151 | Connection Fees for Extension | - | 56,284 | 100.00% | 21,000 | 4,325 | 20.60% |
| | Revenues | 6,408,355 | 2,177,437 | 33.98% | 6,744,355 | 2,530,484 | 37.52% |
| | Expenditures | | | | | | |
| P08160 | Treatment Facility Administration | - | - | 0.00% | - | 361 | 100.00% |
| P08170 | Treatment Facility Operations | 6,250,309 | 960,508 | 15.37% | 5,881,362 | 827,866 | 14.08% |
| P08180 | Pump Stations | 935,769 | 245,322 | 26.22% | 946,586 | 288,545 | 30.48% |
| P08190 | Sewer Administration | 245,201 | 77,374 | 31.56% | 253,439 | 72,610 | 28.65% |
| P08200 | Sewer Maintenance | 1,285,986 | 398,021 | 30.95% | 1,177,305 | 395,438 | 33.59% |
| P08210 | Engineering | 527,063 | 147,777 | 28.04% | 407,043 | 134,715 | 33.10% |
| P08650 | Storm Sewer Maintenance | 286,018 | 56,251 | 19.67% | 262,556 | 84,773 | 32.29% |
| P08990 | Equipment Maintenance | 344,418 | 89,280 | 25.92% | 325,104 | 88,918 | 27.35% |
| P28240 | Heavy Equipment | 466,250 | 105,303 | 22.59% | 300,000 | 63,648 | 21.22% |
| | Debt Service - Principal | 213,000 | - | 0.00% | 206,000 | - | 0.00% |
| P58260 | Debt Service - Interest | 141,750 | - | 0.00% | 148,883 | - | 0.00% |
| | Expenditures | 10,695,764 | 2,079,836 | 19.45% | 9,908,278 | 1,956,874 | 19.75% |
| | NET SANITARY SEWER UTILITY FUND | (4,287,409) | 97,601 | | (3,163,923) | 573,610 | |
| | Depreciation | 3,510,000 | | 0.00% | 3,200,000 | | 0.00% |

| VENDOR | DESCRIPTION | AMOUNT |
|-----------------------------------|--------------------------|------------|
| A & D TECHNICAL SUPPLY COMPANY | SUPPLIES | 92.40 |
| A + UNITED RADIATOR REPAIR | REPAIRS | 410.00 |
| ABM ONSITE SERVICES-MIDWEST INC | JANITORIAL SERVICE | 1,260.00 |
| ADDISON ENERGY TECHNOLOGIES LLC | CONTRACT LABOR | 55,385.86 |
| ADPI EMS BILLING INC | AMBULANCE BILLING FEE | 7,741.39 |
| ADVANCE SOUTHWEST IOWA | CONTRACTURAL SVC | 25,000.00 |
| AETNA U S HEALTHCARE | REFUND | 334.70 |
| AFSCME IOWA COUNCIL 61 | DUES EMPLOYEE | 2,490.88 |
| AGQ USA | TESTING | 720.00 |
| AGRIVISION EQUIPMENT GROUP | EQUIPMENT/PARTS | 1,126.43 |
| AHLERS & COONEY PC | ATTORNEY FEES | 57.00 |
| ALAMAR CORPORATION | UNIFORMS | 67.40 |
| ALEGENT HEALTH | MEDICAL SUPPLIES | 108.37 |
| ALFRED BENESCH & COMPANY | CONTRACTURAL SVC | 10,411.50 |
| ALLEY POYNER ARCHITECTURE PC | REPAIRS | 4,838.67 |
| ALLIED ELECTRONICS INCORPORATED | SUPPLIES | 781.65 |
| ALLIED OIL & TIRE COMPANY | SUPPLIES | 53.00 |
| AMERICAN CRANE & RIGGING LLC | CONTRACTURAL SVC | 1,975.00 |
| AMERICAN MESSAGING SERVICES LLC | TELEPHONE | 13.23 |
| AMERICAN NATIONAL BANK | BANK SERVICES | 143.37 |
| AMERICAN PLANNING ASSOCIATION | TRAINING | 67.41 |
| AMERIHEALTH CARITAS IOWA, INC. | REFUND | 70.71 |
| AMERIPRIDE SERVICES INC | UNIFORMS | 1,153.04 |
| AQUA-CHEM INCORPORATED | SUPPLIES | 6,432.50 |
| ARNOLD MOTOR SUPPLY LLP | EQUIPMENT/PARTS | 843.07 |
| ARROW TOWING | TOWING/STORAGE/AUCTION | 9,573.65 |
| ARTISAN STONE COMPANY INC | CONTRACTURAL SVC | 4,255.00 |
| ASPEN EQUIPMENT CO | EQUIPMENT/PARTS | 341.50 |
| ASPHALT AND CONCRETE MATERIALS CO | STREET MAINTENANCE SUPLS | 7,017.13 |
| BAKER & TAYLOR INC | BOOKS/PERIODICALS/SUB | 8,206.68 |
| BARKER LEMAR AND ASSOCIATES INC | ENGINEERING | 12,231.50 |
| BARTON SOLVENTS INCORPORATED | SUPPLIES | 3,577.00 |
| BAUM HYDRAULICS CORP | EQUIPMENT/PARTS | 571.45 |
| BENJAMIN E JOHNSON | REIMBURSEMENT | 356.40 |
| BENNETT REFRIGERATION INC | REPAIRS | 484.50 |
| BH MEDIA GROUP HOLDING INC | ADVERTISEMENT | 5,375.60 |
| BILL'S WATER CONDITIONING | SUPPLIES | 82.00 |
| BISHOP BUSINESS EQUIPMENT COMPANY | SUPPLIES | 814.87 |
| BIXBY MEMORIAL FREE LIBRARY | REFUND | 18.00 |
| BLACK HILLS UTILITY HOLDINGS INC | NATURAL GAS | 2,149.68 |
| BLUFFS ELECTRIC INC | ELECTRICAL REPAIR | 2,815.84 |
| BLUFFS PAVING & UTILITY INC | N 27TH ST SEWER REHAB | 147,560.38 |
| BLUFFS PAVING & UTILITY INC | 10TH AVE SEWER EXTENSJON | 99,138.01 |
| BOB BROWN CHEVROLET INC | GMC TERRAIN POLICE DEPT | 21,579.00 |
| BOB JORDAN | REFUND | 75.00 |
| BOOKPAGE | SUBSCRIPTION | 480.00 |
| BOUND TO STAY BOUND BOOKS INC | BOOKS/PERIODICALS/SUB | 444.41 |
| BOUND TREE MEDICAL LLC | MEDICAL SUPPLIES | 2,732.96 |
| BRADLEY TREDE | MOWING/GROUNDS MAINT | 7,500.00 |
| BRENDA D GRAY | REFUND | 275.00 |
| BRIAN JANS | MOWING/GROUNDS MAINT | 3,810.00 |
| BRIAN MOON | REFUND | 132.00 |
| BRYAN PREGON | FEES | 120.00 |

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| BUCKS INC | VEHICLE WASH | 246.00 |
| C & J INDUSTRIAL SUPPLY | JANITORIAL SERVICE | 576.65 |
| C J FUTURES INC | MOWING/GROUNDS MAINT | 3,190.00 |
| CABB INC | JANITORIAL SERVICE | 2,924.00 |
| CANON FINANCIAL SERVICES INC | LEASE | 327.18 |
| CANON SOLUTIONS AMERICA INC | COPY/PRINTER MAINTANCE | 5,379.05 |
| CARE IMPROVEMENT PLUS | REFUND | 97.91 |
| CARLEY CONSTRUCTION LLC | MID CITY TRAIL | 51,342.74 |
| CARLEY CONSTRUCTION LLC | CONSTRUCTION | 4,018.50 |
| CAROLINA SOFTWARE INC | HARDWARE/SOFTWARE | 300.00 |
| CAROLYN OLSON | REFUND | 50.00 |
| CARRIE DIENER | REFUND | 134.20 |
| CARROLL DISTRIBUTING & CONSTRUCTION | EQUIPMENT/PARTS | 1,949.33 |
| CASINO CAB CO LLC | CONTRACTURAL SVC | 15.00 |
| CATHOLIC CHARITIES | REIMBURSEMENT | 4,146.92 |
| CENGAGE LEARNING INC | BOOKS/PERIODICALS/SUB | 2,495.93 |
| CENTRAL SUPPLY & RUBBER COMPANY | EQUIPMENT/PARTS | 23.87 |
| CFI TIRE SERVICE | TIRE REPLACEMENT/REPAIR | 5,052.84 |
| CHAMPLIN TIRE RECYCLING INC | TIRE DISPOSAL | 1,696.25 |
| CHILD SUPPORT SERVICES DIVISION | GARNISHMENT | 257.16 |
| CHRISTOPHER J RUHAAK | CONTRACTURAL SVC | 781.00 |
| CIGNA HEALTH CARE | REFUND | 478.07 |
| CINDY GOFF | CLAIMS-LAWSUIT | 30.00 |
| CLARK EQUIPMENT COMPANY | EQUIPMENT/PARTS | 488.48 |
| CLERK OF DISTRICT COURT | GARNISHMENT | 470.44 |
| COBERLY'S REAL IMAGES | UNIFORMS | 1,298.40 |
| COLLECTION SERVICES CENTER | GARNISHMENT | 8,434.97 |
| COMPASS UTILITY LLC | S 1ST ST REAHB | 361,301.15 |
| COMPASS UTILITY LLC | E MANAWA SEWER REHAB | 236,204.79 |
| COMPASS UTILITY LLC | LOEW BENNETT REHAB | 185,300.29 |
| COMPASS UTILITY LLC | SEWER RELOCATE - INTERESTATE | 17,134.89 |
| CONRECO INC | SUPPLIES | 864.40 |
| CONSOLIDATED ELECTRICAL DISTR, INC | SUPPLIES | 3,256.63 |
| CONTINENTAL ALARM & DETECTION CO | CONTRACTURAL SVC | 383.42 |
| CONTROL SERVICES INC | REPAIRS | 741.75 |
| CORNHUSKER TRUCKS ACCT #10747 | EQUIPMENT/PARTS | 2,604.81 |
| COUNCIL BLUFFS AIRPORT AUTHORITY | AIRPORT AUTH PROPERTY TAX | 281,926.89 |
| COUNCIL BLUFFS CONVENTION & VISITORS | CONTRACTURAL SVC | 143,750.00 |
| COUNCIL BLUFFS WATER WORKS | WATER | 15,040.43 |
| COVENTRY HEALTHCARE | REFUND | 328.66 |
| COX COMMUNICATIONS | PHONE/INTERNET SVC | 16,387.04 |
| CRAIG KEYSOR | CONTRACTURAL SVC | 1,350.00 |
| CREDIT CARD CHARGES | FEES | 5,946.68 |
| CSI/SSP INC | PRINTING/BINDING | 534.95 |
| CUMMINS CENTRAL POWER, LLC | EQUIPMENT/PARTS | 3,905.16 |
| CWA-DUES | DUES EMPLOYEE | 1,169.22 |
| D.M.G. INC | EQUIPMENT/PARTS | 7,800.00 |
| DANIEL COSTELLO | REFUND | 79.65 |
| DANIELSON TECH SUPPLY INC | SUPPLIES | 115.15 |
| DEBORAH WHITE | FEES | 25.00 |
| DEMCO INC | SUPPLIES | 284.19 |
| DENNIS SUPPLY COMPANY | SUPPLIES | 353.35 |
| DEX MEDIA EAST LLC | ADVERTISEMENT | 731.00 |
| DIAMOND MARKETING SOLUTIONS GROUP | POSTAGE & LEASE COST | 10,252.20 |
| DIAMOND MOWERS INC | REPAIRS | 958.21 |
| DICK DEAN SERVICE STORE | REPAIRS | 181.90 |

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| DONALD R WILSON | REIMBURSEMENT | 30.00 |
| DOUGLAS BOURNE | REFUND | 312.00 |
| DOUGLAS COUNTY SHERIFF | TRAINING | 70.00 |
| DRIVER PLUMBING | REPAIRS | 637.00 |
| DULTMEIER SALES | SUPPLIES | 93.45 |
| DXP ENTERPRISES INC | EQUIPMENT/PARTS | 1,482.13 |
| E & A CONSULTING GROUP INC | CONSULTANT | 1,360.14 |
| EBS - FLEX ACOCUNT | EMPLOYEE CONTRIBUTION | 13,596.70 |
| ECHO ELECTRIC SUPPLY | SUPPLIES | 4,625.20 |
| ECOSOLUTIONS LLC | SUPPLIES | 105.00 |
| ED M FELD EQUIPMENT COMPANY INC | EQUIPMENT/PARTS | 917.86 |
| EDWARDS CHEVROLET-CADILLAC INC | EQUIPMENT/PARTS | 720.11 |
| EFTPS | EMPLOYEE TAXES | 562,876.53 |
| EHRHART GRIFFIN & ASSOCIATES INC | E MANAWA SEWER REHAB | 21,109.75 |
| EHRHART GRIFFIN & ASSOCIATES INC | PROFESSIONAL SVCS | 2,000.00 |
| ELLIOTT AUTO SUPPLY COMPANY INC | SUPPLIES | 3,733.67 |
| EMSPACE INC | CONSULTANT | 46,325.32 |
| EMUNAH LLC | JANITORIAL SERVICE | 8,156.50 |
| ENTERPRISE RENT A CAR MIDWEST | RENTAL EXPS | 572.95 |
| EXCEL PHYSICAL THERAPY INC | PROFESSIONAL SVCS | 645.00 |
| FASTENAL COMPANY | SUPPLIES | 22.91 |
| FEURING PROMOTIONS INC | UNIFORMS | 870.00 |
| FIREFIGHTERS UNION #15 | EMPLOYEE CONTRIBUTION | 8,216.00 |
| FOSTER COACH SALES | EQUIPMENT/PARTS | 115.56 |
| FOX HOLDINGS INC | REPAIRS | 20,405.44 |
| FRATERNAL ORDER OF POLICE | EMPLOYEE CONTRIBUTION | 3,010.00 |
| GALE L FOUTCH | REFUND | 682.50 |
| GARY WAKEHOUSE | REFUND | 75.00 |
| GENIE PEST CONTROL | PEST CONTROL | 530.00 |
| GENUINE PARTS COMPANY-NAPA | EQUIPMENT/PARTS | 3,742.63 |
| GEOFFREY HUBBARD | TRAVEL REIMBURSEMENT | 959.58 |
| GOVDEALS INC | ONLINE PAYMENT FEES | 4,984.58 |
| GRAYBAR ELECTRIC COMPANY INC | SUPPLIES | 5,457.37 |
| GREAT AMERICA FINANCIAL SERVICES CORP | LOAN PAYMENTS | 269.18 |
| GREAT PLAINS UNIFORMS | UNIFORMS | 2,265.40 |
| GREGORY A PETERSON CONSULTING INC | CONSULTANT | 2,400.00 |
| HACH COMPANY | EQUIPMENT/PARTS | 1,725.01 |
| HARLEY DAVIDSON OF OMAHA | REPAIRS | 557.61 |
| HARRIS MOTOR SPORTS INC | GOLF CART LEASE | 85.08 |
| HAWKEYE TRUCK EQUIPMENT | EQUIPMENT/PARTS | 29.80 |
| HD SUPPLY FAC MAINTENANCE LTD | SUPPLIES | 536.31 |
| HDR ENGINEERING INC | RIVER'S EDGE DEVELOPMENT | 46,991.31 |
| HDR ENGINEERING INC | LEVEE CERTIFICATION | 6,535.17 |
| HEARTLAND CO-OP | FUEL | 167.00 |
| HEARTLAND FAMILY SERVICES | CONSULTANT | 26,000.00 |
| HEARTLAND TIRES & TREADS INC | TIRE REPLACEMENT/REPAIR | 3,174.15 |
| HEININGER CONSTRUCTION LLC | CONTRACTURAL SVC | 1,505.00 |
| HENKE MANUFACTURING CORP | EQUIPMENT/PARTS | 1,500.47 |
| HGM ASSOCIATES INC | EAST BELTWAY PROFESSIONAL SV | 131,363.06 |
| HGM ASSOCIATES INC | PROFESSIONAL SVCS | 25,156.05 |
| HISTORICAL GENERAL DODGE HOUSE FOUN | QUARTERLY CONTRACT PAYMENT | 18,750.00 |
| HUBER CHEVROLET CO INC | EQUIPMENT/PARTS | 769.98 |
| ICMA RETIREMENT TRUST | EMPLOYEE CONTRIBUTION | 11,142.30 |
| IMPACT7G INC | CONTRACTURAL SVC | 3,418.74 |
| INTEGRATED SOLUTIONS | PROFESSIONAL SVCS | 1,349.00 |
| INTERLINE BRANDS INC | SAFETY EQUIPMENT | 71.64 |

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| INTERSTATE ALL BATTERY CENTER | SUPPLIES | 54.50 |
| IOWA DEPARTMENT OF NATURAL RESOURC | CONTRACTURAL SVC | 66.00 |
| IOWA DEPARTMENT OF REVENUE | GARNISHMENT | 100.00 |
| IOWA DEPT OF AGRICULTURE & LAND STEV | CONTRACTURAL SVC | 297.00 |
| IOWA DEPT OF REVENUE | EMPLOYEE TAXES | 120,204.00 |
| IOWA DIVISION OF LABOR SERVICES | FEES | 365.00 |
| IOWA LAW ENFORCEMENT ACADEMY | TRAINING | 698.00 |
| IOWA ONE CALL | CONTRACTURAL SVC | 821.30 |
| IOWA PRISON INDUSTRIES | SUPPLIES | 7,711.16 |
| IOWA WASTE SYSTEMS | SOLID WASTE DISPOSAL | 42,309.88 |
| IOWA WATER ENVIRONMENT ASSOCIATION | TRAINING | 32.00 |
| IPERS | RETIREMENT | 197,692.38 |
| J & L SERVICES | RENTAL EXPS | 4,249.00 |
| JAMES B CHASTAIN | TRAVEL REIMBURSEMENT | 128.17 |
| JAMES E HALL | WALNUT GROVE SCHOOL DEMO | 180,000.00 |
| JAMES E PELOWSKI | CONTRACTURAL SVC | 500.00 |
| JEBRO INCORPORATED | CONTRACTURAL SVC | 60.00 |
| JEFFEREY ALLAN CARRUTHERS | VEHICLE WASH | 31.00 |
| JEFFERSON W THIELEN | TRAVEL REIMBURSEMENT | 145.32 |
| JEFFREY T KOUBA | PROFESSIONAL SVCS | 50.00 |
| JENNIE EDMUNDSON MEMORIAL HOSPITAL | MEDICAL SUPPLIES | 346.87 |
| JEO CONSULTING GROUP INC | LEVEE CERTIFICATION | 62,404.13 |
| JIM HAWK TRUCK TRAILERS INC | EQUIPMENT/PARTS | 83.68 |
| JOHN D. BATT | CONSULTANT | 4,125.00 |
| JOHN E WYSKO | PROPERTY ACQUISITION | 171,145.70 |
| JONATHAN C FINNEGAN | TRAVEL REIMBURSEMENT | 721.44 |
| JONES AUTOMOTIVE INCORPORATED | EQUIPMENT/PARTS | 1,177.00 |
| JUDDS BROTHERS CONSTRUCTION CO | 23RD AVE SEWER REPAIR | 35,289.40 |
| JULIANNE M JOHNSON | TRAVEL REIMBURSEMENT | 8.21 |
| KANDY D HARMAN | CONSULTANT | 140.00 |
| KAV CONTRACTING LLC | FIRE BELL PLAZA | 31,065.00 |
| KAY JAY ROLD | CONTRACTURAL SVC | 2,321.00 |
| KENNETH LOGHRY | MOWING/GROUNDS MAINT | 3,600.00 |
| KIRVIDA FIRE INC | CONTRACTURAL SVC | 4,180.24 |
| KRONOS INCORPORATED | HARDWARE/SOFTWARE | 1,530.00 |
| L G ROLOFF CONSTRUCTION CO | GIFFORD RD STORM SEWER | 571,351.68 |
| L G ROLOFF CONSTRUCTION CO | RIVER'S EDGE DEVELOPMENT | 126,259.49 |
| LAMPE'S AIR FILTER SALES & SERV INC | SUPPLIES | 446.60 |
| LARSEN SUPPLY COMPANY INC | SUPPLIES | 2,461.14 |
| LAWNSMITH & CO INC | CONTRACTURAL SVC | 15,378.00 |
| LAWSON PRODUCTS INCORPORATED | SUPPLIES | 1,397.86 |
| LEANN L HUGHES | TREE WORK | 1,700.00 |
| LKQ MIDWEST AUTO | EQUIPMENT/PARTS | 1,430.00 |
| LOGAN CONTRACTORS SUPPLY INC | SUPPLIES | 140.68 |
| LORI BROWN | REFUND | 83.96 |
| LSNB AS TRUSTEE FOR POST EMPLOY HLTH P | EMPLOYEE CONTRIBUTION | 3,960.00 |
| LSNB AS TRUSTEE FOR POST EMPLOY HLTH P | EMPLOYEE CONTRIBUTION | 3,832.50 |
| LSNB AS TRUSTEE FOR POST EMPLOY HLTH P | EMPLOYEE CONTRIBUTION | 280.00 |
| LYMAN RICHEY CORPORATION | SUPPLIES | 52,570.86 |
| M & M LAWN SERVICES | MOWING/GROUNDS MAINT | 6,933.37 |
| M & M STAFFING INC | CONTRACTURAL SVC | 9,676.28 |
| M F T CONSTRUCTION INC | GIFFORD RD RECONSTRUCT | 82,580.09 |
| MACQUEEN EQUIPMENT, INC. | EQUIPMENT/PARTS | 920.66 |
| MANGOLD ENVIRONMENTAL TESTING INC | CONSULTANT | 45.00 |
| MARCO TECHNOLOGIES LLC | COPY/PRINTER MAINTANCE | 10,223.09 |
| MARK WARNEKE | CONTRACTURAL SVC | 425.00 |

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| MARLYS LIEN | TRAVEL REIMBURSEMENT | 150.12 |
| MARTIN PRODUCT SALES LLC | SUPPLIES | 262.50 |
| MARY JANE PIKE | REFUND | 69.55 |
| MATHESON TRI GAS | WELDING SUPPLIES/SERVICE | 343.53 |
| MATTHEW M KRZYCKI | TRAVEL REIMBURSEMENT | 164.54 |
| MCINTOSH PLUMBING INC | CONTRACTURAL SVC | 4,933.75 |
| MCMULLEN FORD INC | EQUIPMENT/PARTS | 573.16 |
| MECO-HENNE CONTRACTING INC | RIVER'S EDGE DEVELOPMENT | 359,100.00 |
| MEDICAID | REFUND | 314.56 |
| MENARDS | SUPPLIES | 361.79 |
| METROPOLITAN AREA PLANNING AGENCY | CONSULTANT | 425.00 |
| MFPRSI | EMPLOYEE CONTRIBUTION | 424,932.10 |
| MICHAEL S GODBOUT | REIMBURSEMENT | 32.15 |
| MICHAEL TODD AND COMPANY INC | EQUIPMENT/PARTS | 1,257.72 |
| MICHAEL W MORSE | REIMBURSEMENT | 20.00 |
| MICHIGAN STATE DISBURSEMENT UNIT | GARNISHMENT | 1,087.36 |
| MID AMERICA CENTER | OPERATING EXPENSE | 191,646.49 |
| MIDAMERICAN ENERGY | ELECTRICITY | 147,114.82 |
| MIDAMERICAN ENERGY | ELECTRICITY | 83.74 |
| MIDLAND SCIENTIFIC INC | SUPPLIES | 575.13 |
| MIDLANDS HUMANE SOCIETY | DEVLPMNT CONTRACT | 6,455.10 |
| MIDSTATES BANK, NA | WORK COMP CLAIMS | 65,883.12 |
| MIDSTATES BANK, NA | BANK SERVICES CHARGES | 138.23 |
| MIDWEST LABORATORIES INC | CONTRACTURAL SVC | 34.68 |
| MIDWEST MEDICAL & SAFETY INC | MEDICAL SUPPLIES | 146.65 |
| MIDWEST MEDICAL TRANSPORT COMPANY | SPECIAL TRANSIT | 12,598.71 |
| MIDWEST RESEARCH & SETTLEMENT SERV | PROFESSIONAL SVCS | 100.00 |
| MIDWEST TAPE | DVD/AUDIO/CD | 4,207.12 |
| MIDWEST TURF & IRRIGATION | EQUIPMENT/PARTS | 955.64 |
| MILDRED G GOESER | REFUND | 80.78 |
| MILLS COUNTY SHERIFF'S DEPARTMENT | GRANT REIMBURSEMENT | 2,910.00 |
| MOBOTREX INC | SUPPLIES | 3,487.48 |
| MOORE MEDICAL LLC | MEDICAL SUPPLIES | 1,578.41 |
| MOTION INDUSTRIES INCORPORATED | SUPPLIES | 3,116.52 |
| MUNICIPAL EMERGENCY SERVICES INC | EQUIPMENT/PARTS | 5,843.93 |
| MUNICIPAL HOUSING AGENCY | INSURANCE | 2,514.78 |
| MURPHY TRACTOR & EQUIPMENT CO CORP | SUPPLIES | 218.14 |
| MYRON WILDER | FEES | 120.00 |
| NATIONAL CONCRETE CUTTING INC | REPAIRS | 1,150.00 |
| NATIONWIDE RETIREMENT SOLUTIONS INC | EMPLOYEE CONTRIBUTION | 79,731.74 |
| NEBRASKA AIR FILTER INC | SUPPLIES | 633.72 |
| NEBRASKA CHILD SUPPORT PAYMENT CTR | EMPLOYEE CONTRIBUTION | 496.62 |
| NEBRASKA MACHINERY COMPANY | EQUIPMENT/PARTS | 2,717.46 |
| NEBRASKA-IOWA SUPPLY CO INC | FUEL | 6,256.80 |
| NEOTERIC INC | EQUIPMENT/PARTS | 181.60 |
| NEW VISIONS HOMELESS SERVICES | MOWING/GROUNDS MAINT | 2,650.00 |
| NEXTEL PARTNERS | CELL PHONE | 57.24 |
| NODDLE DEVELOPMENT COMPANY | CONSULTANT | 57,810.33 |
| NORTH SUBURBAN LIBRARY DISTRICT | FEES | 19.95 |
| OCLC NETLIBRARY | SUBSCRIPTION | 1,096.57 |
| ODEYS INC | EQUIPMENT/PARTS | 658.05 |
| OFFICE DEPOT | SUPPLIES | 158.88 |
| OLSSON ASSOCIATES | HARMONY ST REHAB | 16,035.36 |
| OMAHA COMPOUND COMPANY | SUPPLIES | 723.00 |
| OMAHA DOOR & WINDOW CO INC | REPAIRS | 287.50 |
| OMAHA TRACTOR INCORPORATED | EQUIPMENT/PARTS | 1,884.19 |

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| OMAHA WORLD HERALD | ADVERTISEMENT | 98.80 |
| ONE SOURCE THE BACKGROUND CHECK CC | CONSULTANT | 255.00 |
| O'REILLY AUTOMOTIVE INC | SUPPLIES | 79.85 |
| ORIENTAL TRADING COMPANY INC | SUPPLIES | 172.30 |
| OVERDRIVE INC | BOOKS/PERIODICALS/SUB | 1,446.32 |
| PALFLEET TRUCK EQUIPMENT CO | EQUIPMENT/PARTS | 155.00 |
| PARAMOUNT GAS PRODUCTS LLC | SAFETY EQUIPMENT | 1,372.38 |
| PASSPORT PARKING LLC | PASSPORT FEES | 2,340.00 |
| PAYLESS OFFICE PRODUCTS INC | SUPPLIES | 2,859.15 |
| PAYPAL INC | CONTRACTURAL SVC | 19.95 |
| PAYROLL | EMPLOYEE PAYROLL | 1,774,884.49 |
| PD BENEVOLENT ASSOC | EMPLOYEE CONTRIBUTION | 70.00 |
| PERFECT DIAMOND LAWNS LLC | CONTRACTURAL SVC | 2,725.00 |
| PETROLEUM TRADERS CORPORATION | FUEL | 37,013.06 |
| PITNEY BOWES CORPORATION | POSTAGE & LEASE COST | 4,580.64 |
| PLC LAWN LANDSCAPING | MOWING/GROUNDS MAINT | 398.40 |
| POLYDYNE INC | SUPPLIES | 18,700.00 |
| PORTABLE COMPUTER SYSTEMS INC | HARDWARE/SOFTWARE | 13,364.34 |
| POTTAWATTAMIE COUNTY AUDITOR | LAW ENFORCEMENT COMPLEX | 4,529.67 |
| POTTAWATTAMIE COUNTY CLERK OF COUF | COURT COSTS | 100.00 |
| POTTAWATTAMIE COUNTY RECORDER | FEES | 106.00 |
| POTTAWATTAMIE COUNTY SHERIFF | INMATE COST | 42,495.00 |
| POTTAWATTAMIE COUNTY TREASURER | FEES | 100.00 |
| PROGRESSIVE BUSINESS TECHNOLOGIES | REPAIRS | 210.00 |
| PROJECT ADVOCATES | CONTRACTURAL SVC | 34,715.63 |
| PROQUEST | SUBSCRIPTION | 3,388.00 |
| PRO-SAFE FIRE TRAINING SYSTEMS INC | EQUIPMENT/PARTS | 8,095.00 |
| PRUITT INCORPORATED | REPAIRS | 204.72 |
| PURITAN MANUFACTURING INCORPORATE | SUPPLIES | 3,058.00 |
| QWEST CORPORATION | TELEPHONE | 950.49 |
| RACHEL NAGUNST | CONTRACTURAL SVC | 10,339.45 |
| RACHEL STOLZ | TRAVEL REIMBURSEMENT | 50.22 |
| RASMUSSEN MECHANICAL SERVICE CORP | REPAIRS | 903.84 |
| RASMUSSEN MECHANICAL SERVICES INC | EQUIPMENT/PARTS | 335.00 |
| RDG GEOSCIENCE & ENGINEERING INC | PROFESSIONAL SVCS | 332.25 |
| REAMS SPRINKLER SUPPLY CORP | SUPPLIES | 1,327.44 |
| RECORDED BOOKS LLC | DVD/AUDIO/CD | 856.80 |
| RED RIVER SERVICE CORPORATION | REFUSE COLLECTION | 277,796.59 |
| RELIANT FIRE APPARATUS INC | EQUIPMENT/PARTS | 270.07 |
| REPORTING SERVICES LLC | PROFESSIONAL SVCS | 163.20 |
| RICHARD ROSAS | WELDING SUPPLIES/SERVICE | 569.00 |
| RICHARD WADE | TRAVEL REIMBURSEMENT | 233.52 |
| RICOH USA INC | EQUIPMENT/PARTS | 166.82 |
| RIEKES EQUIPMENT COMPANY | EQUIPMENT/PARTS | 1,046.00 |
| RIVERSIDE BUILDING MAINTENANCE INC | JANITORIAL SERVICE | 1,071.00 |
| ROBERT E FRAZER ESTATE | REFUND | 761.50 |
| ROSE EQUIPMENT INC | EQUIPMENT/PARTS | 1,995.81 |
| ROTARY CLUB OF COUNCIL BLUFFS | DUES/MEMBERSHIP | 600.00 |
| RYAN HERR | TRAVEL REIMBURSEMENT | 71.35 |
| RYAN P GARRISON | REIMBURSEMENT | 102.44 |
| SAM'S WEST INC | SUPPLIES | 149.37 |
| SASAKI ASSOCIATES INC | CONSULTANT | 7,295.50 |
| SCALES SALES & SERVICE LLC | EQUIPMENT/PARTS | 250.00 |
| SCOTT CHARLESON | REIMBURSEMENT | 334.69 |
| SECURITY EQUIPMENT INCORPORATED | CONTRACTURAL SVC | 1,882.63 |
| SECURITY SOUND COMPANY INC | REPAIRS | 350.00 |

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| SHARON MILOTA | CLAIMS-LAWSUIT | 30.00 |
| SHERIE MAGNER | REFUND | 520.97 |
| SHERWIN WILLIAMS | SUPPLIES | 3,857.74 |
| SILVERSTONE RISK SERVICES INC | INSURANCE | 667.00 |
| SMART WAVE TECHNOLOGIES LLC | HARDWARE/SOFTWARE | 7,953.60 |
| SNYDER & ASSOCIATES INC | LEVEE CERTIFICATION | 26,942.50 |
| SNYDER & ASSOCIATES INC | WALNUT GROVE SCHOOL | 3,148.00 |
| SOLARWINDS INC | HARDWARE/SOFTWARE | 1,164.00 |
| ST LUKE'S HEALTH RESOURCES | CONSULTANT | 5.00 |
| STATE INDUSTRIAL PRODUCTS CORPORATI | SUPPLIES | 199.50 |
| STERN OIL INC | SUPPLIES | 225.23 |
| STRATEGIC ELECTRIC GROUP LLC | CONTRACTURAL SVC | 910.00 |
| SUPERIOR SIGNALS INC | SUPPLIES | 90.64 |
| SUSAN POULOS | REFUND | 77.17 |
| TANYA FRENCH | TRAVEL REIMBURSEMENT | 102.06 |
| TED'S MOWER SALES & SERVICE INC | EQUIPMENT/PARTS | 534.88 |
| TERESA A KERKMAN | PROPERTY ACQUISITION | 235,568.53 |
| TERRACON CONSULTANTS OF NEB INC | PROFESSIONAL SVCS | 547.25 |
| THE DAVEY TREE EXPERT COMPANY | CONTRACTURAL SVC | 2,100.00 |
| THE RETROFIT COMPANIES INC | CONTRACTURAL SVC | 4,468.55 |
| THE SCHEMMER ASSOCIATES INC | LOWER BENNETT RECONSTRUCT | 21,106.25 |
| THE SCOTTS MIRACLE-GRO COMPANY | REFUSE COLLECTION | 7,494.66 |
| THERESA CANNON DEWITT | REIMBURSEMENT | 23.76 |
| THERMAL SERVICES | REPAIRS | 476.00 |
| THOMAS R POTVIN | PRO SHOP SALES | 10,379.32 |
| THOMSON REUTERS | SUBSCRIPTION | 576.56 |
| TIGHTON FASTENER & SUPPLY INC | VEHICLES | 678.13 |
| TIMOTHY CARMODY | TRAVEL REIMBURSEMENT | 35.00 |
| TITAN MACHINERY INC | CASE WHEEL LOADERS (2) | 311,483.00 |
| TOYNE INC | EQUIPMENT/PARTS | 2,081.65 |
| TRANE U.S. INC | REPAIRS | 83.50 |
| TREASURER STATE OF IOWA | REFUND | 137.11 |
| TREASURER STATE OF IOWA/SALES TAX | SALES TAX | 20,402.00 |
| TRISHA D ALFERS | TRAVEL REIMBURSEMENT | 27.00 |
| TWO RIVERS INSURANCE COMPANY INC | HEALTH INSURANCE | 708,816.50 |
| TYLER TECHNOLOGIES INC | HARDWARE/SOFTWARE | 42,595.50 |
| U S MANUFACTURING INC | EQUIPMENT/PARTS | 544.50 |
| U S VENTURE INC | SUPPLIES | 3,548.16 |
| ULINE | SUPPLIES | 175.97 |
| ULTIMATE SAFETY CONCEPTS INC | EQUIPMENT/PARTS | 1,419.16 |
| UNION SHOP APPAREL INC | UNIFORMS | 1,967.46 |
| UNITED HEALTHCARE | REFUND | 476.80 |
| UNITED PARCEL SERVICE | FREIGHT/POSTAGE | 53.56 |
| UNITED WAY OF THE MIDLANDS | EMPLOYEE CONTRIBUTION | 293.00 |
| UNIVERSAL STEERING HYDRAULIC MACHIN | REPAIRS | 187.75 |
| UNIVERSITY OF NEBRASKA AT OMAHA | TRAINING | 300.00 |
| US BANK | BASS PRO LOAN | 215,531.96 |
| US BANK | CREDIT CARD CHARGES | 64,900.23 |
| US BANK | SUPPLIES | 130.16 |
| US BANK | BANK SERVICE CHARGE | 57.47 |
| VALLEY CORPORATION | RIVER'S EDGE DEVELOPMENT | 153,977.41 |
| VALLEY CORPORATION | LEVEE CERTIFICATION | 51,741.74 |
| VEENSTRA & KIMM INC | PROFESSIONAL SVCS | 7,635.47 |
| VERIZON WIRELESS SERVICES LLC | CELL PHONE | 4,549.19 |
| VOICE & DATA SYSTEMS INC | TELEPHONE | 1,501.22 |
| VOSS ELECTRIC | CONTRACTURAL SVC | 163.71 |

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| VOYA RETIREMENT INSURANCE & ANNUITY EMPLOYEE CONTRIBUTION | | 9,938.00 |
| W W GRAINGER INCORPORATED | EQUIPMENT/PARTS | 2,116.77 |
| WALKERS INC | UNIFORMS | 176.90 |
| WANITA E PRINTY-ZIKA | CONSULTANT | 112.50 |
| WASTE CONNECTIONS OF NEBRASKA INC | SOLID WASTE DISPOSAL | 2,758.22 |
| WATER ENGINEERING | CONTRACTURAL SVC | 254.57 |
| WAYNE AND DENISE HARTLEY | PROPERTY ACQUISITION | 270,336.45 |
| WELLMARK | REFUND | 690.32 |
| WENDY K SCHULTZ | TRAVEL REIMBURSEMENT | 22.68 |
| WEST BROADWAY CLINIC P C | CONSULTANT | 680.00 |
| WESTERN ENGINEERING COMPANY INC | CONSTRUCTION | 42,546.22 |
| WILLIAM E CARPENTER JR | TRAVEL REIMBURSEMENT | 255.82 |
| WINDSTREAM CORPORATION | TELEPHONE | 2,505.76 |
| WINTER EQUIPMENT COMPANY INC | EQUIPMENT/PARTS | 560.78 |
| WOODHOUSE AUTO FAMILY | EQUIPMENT/PARTS | 1,739.45 |
| WPS MEDICARE PART B | REFUND | 459.03 |
| YAMAHA MOTOR CORP USA | LEASE | 25,744.06 |
| YANT TESTING SUPPLY & EQUIPMENT CO I | REPAIRS | 196.85 |
| YMCA OF GREATER OMAHA | CONTRACTURAL SVC | 920.00 |
| ZENGO INC | SAFETY EQUIPMENT | 243.90 |
| ZEP MANUFACTURING COMPANY INC | SUPPLIES | 1,475.02 |
| ZIMCO SUPPLY COMPANY | SUPPLIES | 2,132.00 |
| | TOTAL | <u>10,603,020.39</u> |

| VENDOR | DESCRIPTION | AMOUNT |
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| PAYROLL | EMPLOYEE PAYROLL | 1,774,884.49 |
| TWO RIVERS INSURANCE COMPANY INC | HEALTH INSURANCE | 708,816.50 |
| L G ROLOFF CONSTRUCTION CO | GIFFORD RD STORM SEWER | 571,351.68 |
| EFTPS | EMPLOYEE TAXES | 562,876.53 |
| MFPRSI | EMPLOYEE CONTRIBUTION | 424,932.10 |
| COMPASS UTILITY LLC | S 1ST ST REAHB | 361,301.15 |
| MECO-HENNE CONTRACTING INC | RIVER'S EDGE DEVELOPMENT | 359,100.00 |
| TITAN MACHINERY INC | CASE WHEEL LOADERS (2) | 311,483.00 |
| COUNCIL BLUFFS AIRPORT AUTHORITY | AIRPORT AUTH PROPERTY TAX | 281,926.89 |
| RED RIVER SERVICE CORPORATION | REFUSE COLLECTION | 277,796.59 |
| WAYNE AND DENISE HARTLEY | PROPERTY ACQUISITION | 270,336.45 |
| COMPASS UTILITY LLC | E MANAWA SEWER REHAB | 236,204.79 |
| TERESA A KERKMAN | PROPERTY ACQUISITION | 235,568.53 |
| US BANK | BASS PRO LOAN | 215,531.96 |
| IPERS | RETIREMENT | 197,692.38 |
| MID AMERICA CENTER | OPERATING EXPENSE | 191,646.49 |
| COMPASS UTILITY LLC | LOEW BENNETT REHAB | 185,300.29 |
| JAMES E HALL | WALNUT GROVE SCHOOL DEMO | 180,000.00 |
| JOHN E WYSKO | PROPERTY ACQUISITION | 171,145.70 |
| VALLEY CORPORATION | RIVER'S EDGE DEVELOPMENT | 153,977.41 |
| BLUFFS PAVING & UTILITY INC | N 27TH ST SEWER REHAB | 147,560.38 |
| MIDAMERICAN ENERGY | ELECTRICITY | 147,114.82 |
| COUNCIL BLUFFS CONVENTION & VISITORS | CONTRACTURAL SVC | 143,750.00 |
| HGM ASSOCIATES INC | EAST BELTWAY PROFESSIONAL SV | 131,363.06 |
| L G ROLOFF CONSTRUCTION CO | RIVER'S EDGE DEVELOPMENT | 126,259.49 |
| IOWA DEPT OF REVENUE | EMPLOYEE TAXES | 120,204.00 |
| BLUFFS PAVING & UTILITY INC | 10TH AVE SEWER EXTENSJON | 99,138.01 |
| M F T CONSTRUCTION INC | GIFFORD RD RECONSTRUCT | 82,580.09 |
| NATIONWIDE RETIREMENT SOLUTIONS INC | EMPLOYEE CONTRIBUTION | 79,731.74 |
| MIDSTATES BANK, NA | WORK COMP CLAIMS | 65,883.12 |
| US BANK | CREDIT CARD CHARGES | 64,900.23 |
| JEO CONSULTING GROUP INC | LEVEE CERTIFICATION | 62,404.13 |
| NODDLE DEVELOPMENT COMPANY | CONSULTANT | 57,810.33 |
| ADDISON ENERGY TECHNOLOGIES LLC | CONTRACT LABOR | 55,385.86 |
| LYMAN RICHEY CORPORATION | SUPPLIES | 52,570.86 |
| VALLEY CORPORATION | LEVEE CERTIFICATION | 51,741.74 |
| CARLEY CONSTRUCTION LLC | MID CITY TRAIL | 51,342.74 |
| HDR ENGINEERING INC | RIVER'S EDGE DEVELOPMENT | 46,991.31 |
| EMSPACE INC | CONSULTANT | 46,325.32 |
| TYLER TECHNOLOGIES INC | HARDWARE/SOFTWARE | 42,595.50 |
| WESTERN ENGINEERING COMPANY INC | CONSTRUCTION | 42,546.22 |
| POTTAWATTAMIE COUNTY SHERIFF | INMATE COST | 42,495.00 |
| IOWA WASTE SYSTEMS | SOLID WASTE DISPOSAL | 42,309.88 |
| PETROLEUM TRADERS CORPORATION | FUEL | 37,013.06 |
| JUDDS BROTHERS CONSTRUCTION CO | 23RD AVE SEWER REPAIR | 35,289.40 |
| PROJECT ADVOCATES | CONTRACTURAL SVC | 34,715.63 |
| KAV CONTRACTING LLC | FIRE BELL PLAZA | 31,065.00 |
| SNYDER & ASSOCIATES INC | LEVEE CERTIFICATION | 26,942.50 |
| HEARTLAND FAMILY SERVICES | CONSULTANT | 26,000.00 |
| YAMAHA MOTOR CORP USA | LEASE | 25,744.06 |
| HGM ASSOCIATES INC | PROFESSIONAL SVCS | 25,156.05 |
| ADVANCE SOUTHWEST IOWA | CONTRACTURAL SVC | 25,000.00 |
| BOB BROWN CHEVROLET INC | GMC TERRAIN POLICE DEPT | 21,579.00 |

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| EHRHART GRIFFIN & ASSOCIATES INC | E MANAWA SEWER REHAB | 21,109.75 |
| THE SCHEMMER ASSOCIATES INC | LOWER BENNETT RECONSTRUCT | 21,106.25 |
| FOX HOLDINGS INC | REPAIRS | 20,405.44 |
| TREASURER STATE OF IOWA/SALES TAX | SALES TAX | 20,402.00 |
| HISTORICAL GENERAL DODGE HOUSE FOUN | QUARTERLY CONTRACT PAYMENT | 18,750.00 |
| POLYDYNE INC | SUPPLIES | 18,700.00 |
| COMPASS UTILITY LLC | SEWER RELOCATE - INTERESTATE | 17,134.89 |
| COX COMMUNICATIONS | PHONE/INTERNET SVC | 16,387.04 |
| OLSSON ASSOCIATES | HARMONY ST REHAB | 16,035.36 |
| LAWNSMITH & CO INC | CONTRACTURAL SVC | 15,378.00 |
| COUNCIL BLUFFS WATER WORKS | WATER | 15,040.43 |
| EBS - FLEX ACOCUNT | EMPLOYEE CONTRIBUTION | 13,596.70 |
| PORTABLE COMPUTER SYSTEMS INC | HARDWARE/SOFTWARE | 13,364.34 |
| MIDWEST MEDICAL TRANSPORT COMPANY | SPECIAL TRANSIT | 12,598.71 |
| BARKER LEMAR AND ASSOCIATES INC | ENGINEERING | 12,231.50 |
| ICMA RETIREMENT TRUST | EMPLOYEE CONTRIBUTION | 11,142.30 |
| ALFRED BENESCH & COMPANY | CONTRACTURAL SVC | 10,411.50 |
| THOMAS R POTVIN | PRO SHOP SALES | 10,379.32 |
| RACHEL NAGUNST | CONTRACTURAL SVC | 10,339.45 |
| DIAMOND MARKETING SOLUTIONS GROUP | POSTAGE & LEASE COST | 10,252.20 |
| MARCO TECHNOLOGIES LLC | COPY/PRINTER MAINTANCE | 10,223.09 |
| VOYA RETIREMENT INSURANCE & ANNUITY | EMPLOYEE CONTRIBUTIONUTION | 9,938.00 |
| M & M STAFFING INC | CONTRACTURAL SVC | 9,676.28 |
| ARROW TOWING | TOWING/STORAGE/AUCTION | 9,573.65 |
| COLLECTION SERVICES CENTER | GARNISHMENT | 8,434.97 |
| FIREFIGHTERS UNION #15 | EMPLOYEE CONTRIBUTION | 8,216.00 |
| BAKER & TAYLOR INC | BOOKS/PERIODICALS/SUB | 8,206.68 |
| EMUNAH LLC | JANITORIAL SERVICE | 8,156.50 |
| PRO-SAFE FIRE TRAINING SYSTEMS INC | EQUIPMENT/PARTS | 8,095.00 |
| SMART WAVE TECHNOLOGIES LLC | HARDWARE/SOFTWARE | 7,953.60 |
| D.M.G. INC | EQUIPMENT/PARTS | 7,800.00 |
| ADPI EMS BILLING INC | AMBULANCE BILLING FEE | 7,741.39 |
| IOWA PRISON INDUSTRIES | SUPPLIES | 7,711.16 |
| VEENSTRA & KIMM INC | PROFESSIONAL SVCS | 7,635.47 |
| BRADLEY TREDE | MOWING/GROUNDS MAINT | 7,500.00 |
| THE SCOTTS MIRACLE-GRO COMPANY | REFUSE COLLECTION | 7,494.66 |
| SASAKI ASSOCIATES INC | CONSULTANT | 7,295.50 |
| ASPHALT AND CONCRETE MATERIALS CO | STREET MAINTENANCE SUPLS | 7,017.13 |
| M & M LAWN SERVICES | MOWING/GROUNDS MAINT | 6,933.37 |
| HDR ENGINEERING INC | LEVEE CERTIFICATION | 6,535.17 |
| MIDLANDS HUMANE SOCIETY | DEVLPMNT CONTRACT | 6,455.10 |
| AQUA-CHEM INCORPORATED | SUPPLIES | 6,432.50 |
| NEBRASKA-IOWA SUPPLY CO INC | FUEL | 6,256.80 |
| CREDIT CARD CHARGES | FEES | 5,946.68 |
| MUNICIPAL EMERGENCY SERVICES INC | EQUIPMENT/PARTS | 5,843.93 |
| GRAYBAR ELECTRIC COMPANY INC | SUPPLIES | 5,457.37 |
| CANON SOLUTIONS AMERICA INC | COPY/PRINTER MAINTANCE | 5,379.05 |
| BH MEDIA GROUP HOLDING INC | ADVERTISEMENT | 5,375.60 |
| CFI TIRE SERVICE | TIRE REPLACEMENT/REPAIR | 5,052.84 |
| GOVDEALS INC | ONLINE PAYMENT FEES | 4,984.58 |
| MCINTOSH PLUMBING INC | CONTRACTURAL SVC | 4,933.75 |
| ALLEY POYNER ARCHITECTURE PC | REPAIRS | 4,838.67 |
| ECHO ELECTRIC SUPPLY | SUPPLIES | 4,625.20 |
| PITNEY BOWES CORPORATION | POSTAGE & LEASE COST | 4,580.64 |
| VERIZON WIRELESS SERVICES LLC | CELL PHONE | 4,549.19 |
| POTTAWATTAMIE COUNTY AUDITOR | LAW ENFORCEMENT COMPLEX | 4,529.67 |

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| THE RETROFIT COMPANIES INC | CONTRACTURAL SVC | 4,468.55 |
| ARTISAN STONE COMPANY INC | CONTRACTURAL SVC | 4,255.00 |
| J & L SERVICES | RENTAL EXPS | 4,249.00 |
| MIDWEST TAPE | DVD/AUDIO/CD | 4,207.12 |
| KIRVIDA FIRE INC | CONTRACTURAL SVC | 4,180.24 |
| CATHOLIC CHARITIES | REIMBURSEMENT | 4,146.92 |
| JOHN D. BATT | CONSULTANT | 4,125.00 |
| CARLEY CONSTRUCTION LLC | CONSTRUCTION | 4,018.50 |
| LSNB AS TRUSTEE FOR POST EMPLOY HLTH P | EMPLOYEE CONTRIBUTION | 3,960.00 |
| CUMMINS CENTRAL POWER, LLC | EQUIPMENT/PARTS | 3,905.16 |
| SHERWIN WILLIAMS | SUPPLIES | 3,857.74 |
| LSNB AS TRUSTEE FOR POST EMPLOY HLTH P | EMPLOYEE CONTRIBUTION | 3,832.50 |
| BRIAN JANS | MOWING/GROUNDS MAINT | 3,810.00 |
| GENUINE PARTS COMPANY-NAPA | EQUIPMENT/PARTS | 3,742.63 |
| ELLIOTT AUTO SUPPLY COMPANY INC | SUPPLIES | 3,733.67 |
| KENNETH LOGHRY | MOWING/GROUNDS MAINT | 3,600.00 |
| BARTON SOLVENTS INCORPORATED | SUPPLIES | 3,577.00 |
| U S VENTURE INC | SUPPLIES | 3,548.16 |
| MOBOTREX INC | SUPPLIES | 3,487.48 |
| IMPACT7G INC | CONTRACTURAL SVC | 3,418.74 |
| PROQUEST | SUBSCRIPTION | 3,388.00 |
| CONSOLIDATED ELECTRICAL DISTR, INC | SUPPLIES | 3,256.63 |
| C J FUTURES INC | MOWING/GROUNDS MAINT | 3,190.00 |
| HEARTLAND TIRES & TREADS INC | TIRE REPLACEMENT/REPAIR | 3,174.15 |
| SNYDER & ASSOCIATES INC | WALNUT GROVE SCHOOL | 3,148.00 |
| MOTION INDUSTRIES INCORPORATED | SUPPLIES | 3,116.52 |
| PURITAN MANUFACTURING INCORPORATE | SUPPLIES | 3,058.00 |
| FRATERNAL ORDER OF POLICE | EMPLOYEE CONTRIBUTION | 3,010.00 |
| CABB INC | JANITORIAL SERVICE | 2,924.00 |
| MILLS COUNTY SHERIFF'S DEPARTMENT | GRANT REIMBURSEMENT | 2,910.00 |
| PAYLESS OFFICE PRODUCTS INC | SUPPLIES | 2,859.15 |
| BLUFFS ELECTRIC INC | ELECTRICAL REPAIR | 2,815.84 |
| WASTE CONNECTIONS OF NEBRASKA INC | SOLID WASTE DISPOSAL | 2,758.22 |
| BOUND TREE MEDICAL LLC | MEDICAL SUPPLIES | 2,732.96 |
| PERFECT DIAMOND LAWNS LLC | CONTRACTURAL SVC | 2,725.00 |
| NEBRASKA MACHINERY COMPANY | EQUIPMENT/PARTS | 2,717.46 |
| NEW VISIONS HOMELESS SERVICES | MOWING/GROUNDS MAINT | 2,650.00 |
| CORNHUSKER TRUCKS ACCT #10747 | EQUIPMENT/PARTS | 2,604.81 |
| MUNICIPAL HOUSING AGENCY | INSURANCE | 2,514.78 |
| WINDSTREAM CORPORATION | TELEPHONE | 2,505.76 |
| CENGAGE LEARNING INC | BOOKS/PERIODICALS/SUB | 2,495.93 |
| AFSCME IOWA COUNCIL 61 | DUES EMPLOYEE | 2,490.88 |
| LARSEN SUPPLY COMPANY INC | SUPPLIES | 2,461.14 |
| GREGORY A PETERSON CONSULTING INC | CONSULTANT | 2,400.00 |
| PASSPORT PARKING LLC | PASSPORT FEES | 2,340.00 |
| KAY JAY ROLD | CONTRACTURAL SVC | 2,321.00 |
| GREAT PLAINS UNIFORMS | UNIFORMS | 2,265.40 |
| BLACK HILLS UTILITY HOLDINGS INC | NATURAL GAS | 2,149.68 |
| ZIMCO SUPPLY COMPANY | SUPPLIES | 2,132.00 |
| W W GRAINGER INCORPORATED | EQUIPMENT/PARTS | 2,116.77 |
| THE DAVEY TREE EXPERT COMPANY | CONTRACTURAL SVC | 2,100.00 |
| TOYNE INC | EQUIPMENT/PARTS | 2,081.65 |
| EHRHART GRIFFIN & ASSOCIATES INC | PROFESSIONAL SVCS | 2,000.00 |
| ROSE EQUIPMENT INC | EQUIPMENT/PARTS | 1,995.81 |
| AMERICAN CRANE & RIGGING LLC | CONTRACTURAL SVC | 1,975.00 |
| UNION SHOP APPAREL INC | UNIFORMS | 1,967.46 |

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| CARROLL DISTRIBUTING & CONSTRUCTION | EQUIPMENT/PARTS | 1,949.33 |
| OMAHA TRACTOR INCORPORATED | EQUIPMENT/PARTS | 1,884.19 |
| SECURITY EQUIPMENT INCORPORATED | CONTRACTURAL SVC | 1,882.63 |
| WOODHOUSE AUTO FAMILY | EQUIPMENT/PARTS | 1,739.45 |
| HACH COMPANY | EQUIPMENT/PARTS | 1,725.01 |
| LEANN L HUGHES | TREE WORK | 1,700.00 |
| CHAMPLIN TIRE RECYCLING INC | TIRE DISPOSAL | 1,696.25 |
| MOORE MEDICAL LLC | MEDICAL SUPPLIES | 1,578.41 |
| KRONOS INCORPORATED | HARDWARE/SOFTWARE | 1,530.00 |
| HEININGER CONSTRUCTION LLC | CONTRACTURAL SVC | 1,505.00 |
| VOICE & DATA SYSTEMS INC | TELEPHONE | 1,501.22 |
| HENKE MANUFACTURING CORP | EQUIPMENT/PARTS | 1,500.47 |
| DXP ENTERPRISES INC | EQUIPMENT/PARTS | 1,482.13 |
| ZEP MANUFACTURING COMPANY INC | SUPPLIES | 1,475.02 |
| OVERDRIVE INC | BOOKS/PERIODICALS/SUB | 1,446.32 |
| LKQ MIDWEST AUTO | EQUIPMENT/PARTS | 1,430.00 |
| ULTIMATE SAFETY CONCEPTS INC | EQUIPMENT/PARTS | 1,419.16 |
| LAWSON PRODUCTS INCORPORATED | SUPPLIES | 1,397.86 |
| PARAMOUNT GAS PRODUCTS LLC | SAFETY EQUIPMENT | 1,372.38 |
| E & A CONSULTING GROUP INC | CONSULTANT | 1,360.14 |
| CRAIG KEYSOR | CONTRACTURAL SVC | 1,350.00 |
| INTEGRATED SOLUTIONS | PROFESSIONAL SVCS | 1,349.00 |
| REAMS SPRINKLER SUPPLY CORP | SUPPLIES | 1,327.44 |
| COBERLY'S REAL IMAGES | UNIFORMS | 1,298.40 |
| ABM ONSITE SERVICES-MIDWEST INC | JANITORIAL SERVICE | 1,260.00 |
| MICHAEL TODD AND COMPANY INC | EQUIPMENT/PARTS | 1,257.72 |
| JONES AUTOMOTIVE INCORPORATED | EQUIPMENT/PARTS | 1,177.00 |
| CWA-DUES | DUES EMPLOYEE | 1,169.22 |
| SOLARWINDS INC | HARDWARE/SOFTWARE | 1,164.00 |
| AMERIPRIDE SERVICES INC | UNIFORMS | 1,153.04 |
| NATIONAL CONCRETE CUTTING INC | REPAIRS | 1,150.00 |
| AGRIVISION EQUIPMENT GROUP | EQUIPMENT/PARTS | 1,126.43 |
| OCLC NETLIBRARY | SUBSCRIPTION | 1,096.57 |
| MICHIGAN STATE DISBURSEMENT UNIT | GARNISHMENT | 1,087.36 |
| RIVERSIDE BUILDING MAINTENANCE INC | JANITORIAL SERVICE | 1,071.00 |
| RIEKES EQUIPMENT COMPANY | EQUIPMENT/PARTS | 1,046.00 |
| GEOFFREY HUBBARD | TRAVEL REIMBURSEMENT | 959.58 |
| DIAMOND MOWERS INC | REPAIRS | 958.21 |
| MIDWEST TURF & IRRIGATION | EQUIPMENT/PARTS | 955.64 |
| QWEST CORPORATION | TELEPHONE | 950.49 |
| MACQUEEN EQUIPMENT, INC. | EQUIPMENT/PARTS | 920.66 |
| YMCA OF GREATER OMAHA | CONTRACTURAL SVC | 920.00 |
| ED M FELD EQUIPMENT COMPANY INC | EQUIPMENT/PARTS | 917.86 |
| STRATEGIC ELECTRIC GROUP LLC | CONTRACTURAL SVC | 910.00 |
| RASMUSSEN MECHANICAL SERVICE CORP | REPAIRS | 903.84 |
| FEURING PROMOTIONS INC | UNIFORMS | 870.00 |
| CONRECO INC | SUPPLIES | 864.40 |
| RECORDED BOOKS LLC | DVD/AUDIO/CD | 856.80 |
| ARNOLD MOTOR SUPPLY LLP | EQUIPMENT/PARTS | 843.07 |
| IOWA ONE CALL | CONTRACTURAL SVC | 821.30 |
| BISHOP BUSINESS EQUIPMENT COMPANY | SUPPLIES | 814.87 |
| ALLIED ELECTRONICS INCORPORATED | SUPPLIES | 781.65 |
| CHRISTOPHER J RUHAAK | CONTRACTURAL SVC | 781.00 |
| HUBER CHEVROLET CO INC | EQUIPMENT/PARTS | 769.98 |
| ROBERT E FRAZER ESTATE | REFUND | 761.50 |
| CONTROL SERVICES INC | REPAIRS | 741.75 |

| | | |
|-------------------------------------|--------------------------|--------|
| DEX MEDIA EAST LLC | ADVERTISEMENT | 731.00 |
| OMAHA COMPOUND COMPANY | SUPPLIES | 723.00 |
| JONATHAN C FINNEGAN | TRAVEL REIMBURSEMENT | 721.44 |
| EDWARDS CHEVROLET-CADILLAC INC | EQUIPMENT/PARTS | 720.11 |
| AGQ USA | TESTING | 720.00 |
| IOWA LAW ENFORCEMENT ACADEMY | TRAINING | 698.00 |
| WELLMARK | REFUND | 690.32 |
| GALE L FOUTCH | REFUND | 682.50 |
| WEST BROADWAY CLINIC P C | CONSULTANT | 680.00 |
| TIGHTON FASTENER & SUPPLY INC | VEHICLES | 678.13 |
| SILVERSTONE RISK SERVICES INC | INSURANCE | 667.00 |
| ODEYS INC | EQUIPMENT/PARTS | 658.05 |
| EXCEL PHYSICAL THERAPY INC | PROFESSIONAL SVCS | 645.00 |
| DRIVER PLUMBING | REPAIRS | 637.00 |
| NEBRASKA AIR FILTER INC | SUPPLIES | 633.72 |
| ROTARY CLUB OF COUNCIL BLUFFS | DUES/MEMBERSHIP | 600.00 |
| C & J INDUSTRIAL SUPPLY | JANITORIAL SERVICE | 576.65 |
| THOMSON REUTERS | SUBSCRIPTION | 576.56 |
| MIDLAND SCIENTIFIC INC | SUPPLIES | 575.13 |
| MCMULLEN FORD INC | EQUIPMENT/PARTS | 573.16 |
| ENTERPRISE RENT A CAR MIDWEST | RENTAL EXPS | 572.95 |
| BAUM HYDRAULICS CORP | EQUIPMENT/PARTS | 571.45 |
| RICHARD ROSAS | WELDING SUPPLIES/SERVICE | 569.00 |
| WINTER EQUIPMENT COMPANY INC | EQUIPMENT/PARTS | 560.78 |
| HARLEY DAVIDSON OF OMAHA | REPAIRS | 557.61 |
| TERRACON CONSULTANTS OF NEB INC | PROFESSIONAL SVCS | 547.25 |
| U S MANUFACTURING INC | EQUIPMENT/PARTS | 544.50 |
| HD SUPPLY FAC MAINTENANCE LTD | SUPPLIES | 536.31 |
| CSI/SSP INC | PRINTING/BINDING | 534.95 |
| TED'S MOWER SALES & SERVICE INC | EQUIPMENT/PARTS | 534.88 |
| GENIE PEST CONTROL | PEST CONTROL | 530.00 |
| SHERIE MAGNER | REFUND | 520.97 |
| JAMES E PELOWSKI | CONTRACTURAL SVC | 500.00 |
| NEBRASKA CHILD SUPPORT PAYMENT CTR | EMPLOYEE CONTRIBUTION | 496.62 |
| CLARK EQUIPMENT COMPANY | EQUIPMENT/PARTS | 488.48 |
| BENNETT REFRIGERATION INC | REPAIRS | 484.50 |
| BOOKPAGE | SUBSCRIPTION | 480.00 |
| CIGNA HEALTH CARE | REFUND | 478.07 |
| UNITED HEALTHCARE | REFUND | 476.80 |
| THERMAL SERVICES | REPAIRS | 476.00 |
| CLERK OF DISTRICT COURT | GARNISHMENT | 470.44 |
| WPS MEDICARE PART B | REFUND | 459.03 |
| LAMPE'S AIR FILTER SALES & SERV INC | SUPPLIES | 446.60 |
| BOUND TO STAY BOUND BOOKS INC | BOOKS/PERIODICALS/SUB | 444.41 |
| MARK WARNEKE | CONTRACTURAL SVC | 425.00 |
| METROPOLITAN AREA PLANNING AGENCY | CONSULTANT | 425.00 |
| A + UNITED RADIATOR REPAIR | REPAIRS | 410.00 |
| PLC LAWN LANDSCAPING | MOWING/GROUNDS MAINT | 398.40 |
| CONTINENTAL ALARM & DETECTION CO | CONTRACTURAL SVC | 383.42 |
| IOWA DIVISION OF LABOR SERVICES | FEES | 365.00 |
| MENARDS | SUPPLIES | 361.79 |
| BENJAMIN E JOHNSON | REIMBURSEMENT | 356.40 |
| DENNIS SUPPLY COMPANY | SUPPLIES | 353.35 |
| SECURITY SOUND COMPANY INC | REPAIRS | 350.00 |
| JENNIE EDMUNDSON MEMORIAL HOSPITAL | MEDICAL SUPPLIES | 346.87 |
| MATHESON TRI GAS | WELDING SUPPLIES/SERVICE | 343.53 |

| | | |
|---------------------------------------|-----------------------|--------|
| ASPEN EQUIPMENT CO | EQUIPMENT/PARTS | 341.50 |
| RASMUSSEN MECHANICAL SERVICES INC | EQUIPMENT/PARTS | 335.00 |
| AETNA U S HEALTHCARE | REFUND | 334.70 |
| SCOTT CHARLESON | REIMBURSEMENT | 334.69 |
| RDG GEOSCIENCE & ENGINEERING INC | PROFESSIONAL SVCS | 332.25 |
| COVENTRY HEALTHCARE | REFUND | 328.66 |
| CANON FINANCIAL SERVICES INC | LEASE | 327.18 |
| MEDICAID | REFUND | 314.56 |
| DOUGLAS BOURNE | REFUND | 312.00 |
| CAROLINA SOFTWARE INC | HARDWARE/SOFTWARE | 300.00 |
| UNIVERSITY OF NEBRASKA AT OMAHA | TRAINING | 300.00 |
| IOWA DEPT OF AGRICULTURE & LAND STEV | CONTRACTURAL SVC | 297.00 |
| UNITED WAY OF THE MIDLANDS | EMPLOYEE CONTRIBUTION | 293.00 |
| OMAHA DOOR & WINDOW CO INC | REPAIRS | 287.50 |
| DEMCO INC | SUPPLIES | 284.19 |
| LSNB AS TRUSTEE FOR POST EMPLY HLTH P | EMPLOYEE CONTRIBUTION | 280.00 |
| BRENDA D GRAY | REFUND | 275.00 |
| RELIANT FIRE APPARATUS INC | EQUIPMENT/PARTS | 270.07 |
| GREAT AMERICA FINANCIAL SERVICES CORI | LOAN PAYMENTS | 269.18 |
| MARTIN PRODUCT SALES LLC | SUPPLIES | 262.50 |
| CHILD SUPPORT SERVICES DIVISION | GARNISHMENT | 257.16 |
| WILLIAM E CARPENTER JR | TRAVEL REIMBURSEMENT | 255.82 |
| ONE SOURCE THE BACKGROUND CHECK CC | CONSULTANT | 255.00 |
| WATER ENGINEERING | CONTRACTURAL SVC | 254.57 |
| SCALES SALES & SERVICE LLC | EQUIPMENT/PARTS | 250.00 |
| BUCKS INC | VEHICLE WASH | 246.00 |
| ZENGO INC | SAFETY EQUIPMENT | 243.90 |
| RICHARD WADE | TRAVEL REIMBURSEMENT | 233.52 |
| STERN OIL INC | SUPPLIES | 225.23 |
| MURPHY TRACTOR & EQUIPMENT CO CORI | SUPPLIES | 218.14 |
| PROGRESSIVE BUSINESS TECHNOLOGIES | REPAIRS | 210.00 |
| PRUITT INCORPORATED | REPAIRS | 204.72 |
| STATE INDUSTRIAL PRODUCTS CORPORATI | SUPPLIES | 199.50 |
| YANT TESTING SUPPLY & EQUIPMENT CO I | REPAIRS | 196.85 |
| UNIVERSAL STEERING HYDRAULIC MACHIN | REPAIRS | 187.75 |
| DICK DEAN SERVICE STORE | REPAIRS | 181.90 |
| NEOTERIC INC | EQUIPMENT/PARTS | 181.60 |
| WALKERS INC | UNIFORMS | 176.90 |
| ULINE | SUPPLIES | 175.97 |
| ORIENTAL TRADING COMPANY INC | SUPPLIES | 172.30 |
| HEARTLAND CO-OP | FUEL | 167.00 |
| RICOH USA INC | EQUIPMENT/PARTS | 166.82 |
| MATTHEW M KRZYCKI | TRAVEL REIMBURSEMENT | 164.54 |
| VOSS ELECTRIC | CONTRACTURAL SVC | 163.71 |
| REPORTING SERVICES LLC | PROFESSIONAL SVCS | 163.20 |
| OFFICE DEPOT | SUPPLIES | 158.88 |
| PALFLEET TRUCK EQUIPMENT CO | EQUIPMENT/PARTS | 155.00 |
| MARLYS LIEN | TRAVEL REIMBURSEMENT | 150.12 |
| SAM'S WEST INC | SUPPLIES | 149.37 |
| MIDWEST MEDICAL & SAFETY INC | MEDICAL SUPPLIES | 146.65 |
| JEFFERSON W THIELEN | TRAVEL REIMBURSEMENT | 145.32 |
| AMERICAN NATIONAL BANK | BANK SERVICES | 143.37 |
| LOGAN CONTRACTORS SUPPLY INC | SUPPLIES | 140.68 |
| KANDY D HARMAN | CONSULTANT | 140.00 |
| MIDSTATES BANK, NA | BANK SERVICES CHARGES | 138.23 |
| TREASURER STATE OF IOWA | REFUND | 137.11 |

| | | |
|------------------------------------|-----------------------|--------|
| CARRIE DIENER | REFUND | 134.20 |
| BRIAN MOON | REFUND | 132.00 |
| US BANK | SUPPLIES | 130.16 |
| JAMES B CHASTAIN | TRAVEL REIMBURSEMENT | 128.17 |
| BRYAN PREGON | FEES | 120.00 |
| MYRON WILDER | FEES | 120.00 |
| FOSTER COACH SALES | EQUIPMENT/PARTS | 115.56 |
| DANIELSON TECH SUPPLY INC | SUPPLIES | 115.15 |
| WANITA E PRINTY-ZIKA | CONSULTANT | 112.50 |
| ALEGENT HEALTH | MEDICAL SUPPLIES | 108.37 |
| POTTAWATTAMIE COUNTY RECORDER | FEES | 106.00 |
| ECOSOLUTIONS LLC | SUPPLIES | 105.00 |
| RYAN P GARRISON | REIMBURSEMENT | 102.44 |
| TANYA FRENCH | TRAVEL REIMBURSEMENT | 102.06 |
| IOWA DEPARTMENT OF REVENUE | GARNISHMENT | 100.00 |
| MIDWEST RESEARCH & SETTLEMENT SERV | PROFESSIONAL SVCS | 100.00 |
| POTTAWATTAMIE COUNTY CLERK OF COUF | COURT COSTS | 100.00 |
| POTTAWATTAMIE COUNTY TREASURER | FEES | 100.00 |
| OMAHA WORLD HERALD | ADVERTISEMENT | 98.80 |
| CARE IMPROVEMENT PLUS | REFUND | 97.91 |
| DULTMEIER SALES | SUPPLIES | 93.45 |
| A & D TECHNICAL SUPPLY COMPANY | SUPPLIES | 92.40 |
| SUPERIOR SIGNALS INC | SUPPLIES | 90.64 |
| HARRIS MOTOR SPORTS INC | GOLF CART LEASE | 85.08 |
| LORI BROWN | REFUND | 83.96 |
| MIDAMERICAN ENERGY | ELECTRICITY | 83.74 |
| JIM HAWK TRUCK TRAILERS INC | EQUIPMENT/PARTS | 83.68 |
| TRANE U.S. INC | REPAIRS | 83.50 |
| BILL'S WATER CONDITIONING | SUPPLIES | 82.00 |
| MILDRED G GOESER | REFUND | 80.78 |
| O'REILLY AUTOMOTIVE INC | SUPPLIES | 79.85 |
| DANIEL COSTELLO | REFUND | 79.65 |
| SUSAN POULOS | REFUND | 77.17 |
| BOB JORDAN | REFUND | 75.00 |
| GARY WAKEHOUSE | REFUND | 75.00 |
| INTERLINE BRANDS INC | SAFETY EQUIPMENT | 71.64 |
| RYAN HERR | TRAVEL REIMBURSEMENT | 71.35 |
| AMERIHEALTH CARITAS IOWA, INC. | REFUND | 70.71 |
| DOUGLAS COUNTY SHERIFF | TRAINING | 70.00 |
| PD BENEVOLENT ASSOC | EMPLOYEE CONTRIBUTION | 70.00 |
| MARY JANE PIKE | REFUND | 69.55 |
| AMERICAN PLANNING ASSOCIATION | TRAINING | 67.41 |
| ALAMAR CORPORATION | UNIFORMS | 67.40 |
| IOWA DEPARTMENT OF NATURAL RESOURC | CONTRACTURAL SVC | 66.00 |
| JEBRO INCORPORATED | CONTRACTURAL SVC | 60.00 |
| US BANK | BANK SERVICE CHARGE | 57.47 |
| NEXTEL PARTNERS | CELL PHONE | 57.24 |
| AHLERS & COONEY PC | ATTORNEY FEES | 57.00 |
| INTERSTATE ALL BATTERY CENTER | SUPPLIES | 54.50 |
| UNITED PARCEL SERVICE | FREIGHT/POSTAGE | 53.56 |
| ALLIED OIL & TIRE COMPANY | SUPPLIES | 53.00 |
| RACHEL STOLZ | TRAVEL REIMBURSEMENT | 50.22 |
| CAROLYN OLSON | REFUND | 50.00 |
| JEFFREY T KOUBA | PROFESSIONAL SVCS | 50.00 |
| MANGOLD ENVIRONMENTAL TESTING INC | CONSULTANT | 45.00 |
| TIMOTHY CARMODY | TRAVEL REIMBURSEMENT | 35.00 |

| | | |
|------------------------------------|----------------------|----------------------|
| MIDWEST LABORATORIES INC | CONTRACTURAL SVC | 34.68 |
| MICHAEL S GODBOUT | REIMBURSEMENT | 32.15 |
| IOWA WATER ENVIRONMENT ASSOCIATION | TRAINING | 32.00 |
| JEFFEREY ALLAN CARRUTHERS | VEHICLE WASH | 31.00 |
| CINDY GOFF | CLAIMS-LAWSUIT | 30.00 |
| DONALD R WILSON | REIMBURSEMENT | 30.00 |
| SHARON MILOTA | CLAIMS-LAWSUIT | 30.00 |
| HAWKEYE TRUCK EQUIPMENT | EQUIPMENT/PARTS | 29.80 |
| TRISHA D ALFERS | TRAVEL REIMBURSEMENT | 27.00 |
| DEBORAH WHITE | FEES | 25.00 |
| CENTRAL SUPPLY & RUBBER COMPANY | EQUIPMENT/PARTS | 23.87 |
| THERESA CANNON DEWITT | REIMBURSEMENT | 23.76 |
| FASTENAL COMPANY | SUPPLIES | 22.91 |
| WENDY K SCHULTZ | TRAVEL REIMBURSEMENT | 22.68 |
| MICHAEL W MORSE | REIMBURSEMENT | 20.00 |
| NORTH SUBURBAN LIBRARY DISTRICT | FEES | 19.95 |
| PAYPAL INC | CONTRACTURAL SVC | 19.95 |
| BIXBY MEMORIAL FREE LIBRARY | REFUND | 18.00 |
| CASINO CAB CO LLC | CONTRACTURAL SVC | 15.00 |
| AMERICAN MESSAGING SERVICES LLC | TELEPHONE | 13.23 |
| JULIANNE M JOHNSON | TRAVEL REIMBURSEMENT | 8.21 |
| ST LUKE'S HEALTH RESOURCES | CONSULTANT | 5.00 |
| | TOTAL | <u>10,603,020.39</u> |

City of Council Bluffs

Receipts by Fund

For the Month of October 2016

| | |
|-----------------|----------------------|
| General Fund | 22,918,404.21 |
| Special Revenue | 3,651,489.50 |
| Debt Service | 0.00 |
| Capital Project | 158,277.57 |
| Enterprise | 1,103,442.52 |
| Total Revenue | <u>27,831,613.80</u> |

Expenditure by Fund

For the Month of October 2016

| | |
|-----------------|----------------------|
| General Fund | 5,217,767.93 |
| Special Revenue | 2,418,144.76 |
| Debt Service | 0.00 |
| Capital Project | 2,237,366.90 |
| Enterprise | 729,740.80 |
| Total Expense | <u>10,603,020.39</u> |

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-PD-1813

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Lynn Anderson DAY PHONE: 402-598-8392

ADDRESS: 2113 Ave B DOB: 9/20/52

DATE & TIME OF LOSS/ACCIDENT: 11-15-2016 - 9:30 or 9:45

LOCATION OF LOSS/ACCIDENT: N 35 apartments

DESCRIPTION OF LOSS/ACCIDENT: Office back into my car while I was going East in apt street I was picking up niece at apartment P-5

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 1600.85 plus rental car

WITNESS(ES) (Name(s), Address(es), Phone No(s)) Howard Miles

901 - N 35 apt P-5 - 712-435-0354

Tiffany Bishop - 901 - N 35 apt P-5 712-310-7850

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: My provider is America Family

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)

11/17/2016
DATE

Lynn Anderson
CLAIMANT'S SIGNATURE

CLERK RCVD
17 NOV 16
PM 2:55

NOV 17 2016

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-PW-1814

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Leland Fox DAY PHONE: 402-871-9551
ADDRESS: 1715 Tipton Drive Council Bluffs, IA 51503 DOB: 12-3-1969

DATE & TIME OF LOSS/ACCIDENT: 11-25-16 @ 2:00 PM
LOCATION OF LOSS/ACCIDENT: 7th & Broadway - in front of Urestate Hardware
DESCRIPTION OF LOSS/ACCIDENT:

My daughter, Beigan Fox, was driving eastbound on Broadway and hit a
pothole which blew the tire to her white 2001 Saturn (passenger front
tire). (USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 96.30

WITNESS(ES) (Name(s), Address(es), Phone No(s)): Kelly King - passenger 402-674-1344
- Employee at Jensen Tire said one of his employees saw it and
retroced that a white car blew it's tire

WAS POLICE REPORT FILED YES NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:
None

HAVE YOU RESUMED NORMAL ACTIVITIES? YES NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY
OTHER RELEVANT INFORMATION: None

LIST INSURANCE PROVIDER AND COVERAGE: Wadena Insurance - Full Coverage

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

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

11-28-16
DATE

Leland Fox
CLAIMANT'S SIGNATURE

CLERK RCUD

28 NOV 15

PM 2:47

NOV 23 2016

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-PD-1815

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: ALLEN R. HERWIG DAY PHONE: 323-4232

ADDRESS: 1554 MADISON AVE., COUNCIL BLUFFS, IOWA 51503 DOB: _____

DATE & TIME OF LOSS/ACCIDENT: 11-17-16, 12:40 A.M.

LOCATION OF LOSS/ACCIDENT: 1554 MADISON AVE.

DESCRIPTION OF LOSS/ACCIDENT: Police vehicle hit a deer on Madison Ave. and the accident destroyed our mailbox.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$159.16 + 47¢ postage = \$159.63

WITNESS(ES) (Name(s), Address(es), Phone No(s)): Driver of police vehicle: Joshua Porter 712-328-4761

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: Curb side mailbox was destroyed. Police report was filed -- case no. 16-047735. Police took photographs. Repair (replacement) invoice is attached.

LIST INSURANCE PROVIDER AND COVERAGE: not reported to insurance co.

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)

11-29-16
DATE

Allen R. Herwig
CLAIMANT'S SIGNATURE

DEC 01 2016

CLERK RCUD
2 DEC 16
AM 10:19

Council Communication

| | | |
|--|-----------------------|----------------------------|
| Department: Community Development | Resolution No. 16-314 | Public Hearing: 12-19-2016 |
| Subject/Title | | |
| Public hearing on proposals received associated with the property located at 1901 2 nd Avenue, legally described as Lots 1-5, Block 7, Everett's Addition. | | |
| Background/Discussion | | |
| <p>On October 24, 2016, the City Council approved Resolution No. 16-261 which approved the form and content of the request for proposals for the disposition of 1901 2nd Avenue and set the disposition amount at \$261,000. The resolution also directed the City Clerk to publish a notice inviting proposals for the acquisition and rehabilitation of the property submitted by 3:00 p.m. on November 29, 2016. The request for proposals was mailed to area real estate firms and other parties. It was also published in the real estate section of the Nonpareil on Friday, October 28, 2016 and was posted on the City's website.</p> <p>The City received two proposals on the property. The first proposal was from Southwest Iowa Planning Council/Southwest Iowa Transit Agency (SWIPCO/SWITA) for \$261,015 to utilize the space for its transit vehicles stationed in the City. SWIPCO's proposal was acceptable but was withdrawn by the agency. The second proposal was submitted by Pottawattamie County. The County's proposal was incomplete but indicated an interest in the property if no other proposals were submitted.</p> | | |
| Recommendation | | |
| Based on the proposals received, staff recommends that City Council take no action. | | |

Prepared by: Courtney Harter, Project Coordinator, Community Development Department
Approved by: Donald D. Gross, Director, Community Development Department



RESOLUTION NO. 16-314

A RESOLUTION REQUESTING NO ACTION ON THE DISPOSAL OF CITY OWNED PROPERTY LEGALLY DESCRIBED AS LOTS 1-5, BLOCK 7, EVERETT'S ADDITION.

WHEREAS, on October 24, 2016, City Council approved Resolution No. 16-261 to approve the form and content of the Request for Proposals for the disposition of 1901 2nd Avenue, legally known as Lots 1-5, Block 7, Everett's Addition; and

WHEREAS, proposals were due on November 29, 2016; and

WHEREAS, proposals from Southwest Iowa Planning Council/Southwest Iowa Transit Agency (SWIPCO/SWITA) and Pottawattamie County were received; and

WHEREAS, a public hearing was held on December 19, 2016 to accept proposals for disposition; and

WHEREAS, the proposal from SWIPCO/SWITA met all the RFP requirements and was the high bid on the property with a purchase price of \$261,015, however was withdrawn by the agency; and

WHEREAS, the proposal from Pottawattamie County proposal was incomplete but indicated an interest in the property if no other proposals were submitted; and

WHEREAS, This City Council finds that no proposals meet the requirements as outlined.

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

That the City Council takes no action on the disposal of the City owned property located at 1901 2nd Avenue.

ADOPTED
AND
APPROVED: December 19, 2016

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush Deputy City Clerk

**Council Communication
December 19, 2016**

| | | |
|--|-----------------------|--|
| Department: Community Development | Resolution No. 16-315 | Public Hearing and Resolution: 12/19/16 |
|--|-----------------------|--|

Subject/Title

Resolution making final determination on potential transfer of interests in real property to River's Edge Apartments, L.L.C. and taking additional action approving and authorizing execution of the Development Agreement by and between the City of Council Bluffs and River's Edge Apartments, L.L.C.

Background/Discussion

December 14, 2015, City Council adopted Resolution No. 15-331 approving a memorandum of understanding with Broadmoor Development Company doing business as River's Edge Apartments, LLC (Developer) regarding the construction of apartments with some first floor retail on four blocks in the Playland Park Urban Renewal Area. The project would be constructed on Lot 6 of River's Edge Subdivision and Lot 1, Block 2 and Lot 1, Block 3 of River's Edge Subdivision Replat Two. A development agreement has been drafted that describes the roles and responsibilities of the City and Developer. Although the agreement contains numerous provisions, the primary commitments contained in the agreement include:

- Developer acquires three parcels for \$3.50 psf for a total of \$1,019,494. Initiates construction on 193 apartments/townhomes and 3,155 sq ft of commercial space on Blocks 2 and 6 on or before April 1, 2017 with completion by December 31, 2019 and October 2020, respectively.
- Developer initiates construction on 36 apartments/townhomes and 3,155 sq ft of commercial space on Block 3 on or before April 1, 2020 with completion by December 31, 2022. If occupancy on the first phase (Block 2 and 6) does not achieve 90% prior to April 1, 2020, construction can be delayed for two years with the City retaining the right to repurchase the property for \$3.50 psf.
- The construction cost on Block 6 is \$16,900,544, Block 2 is \$3,272,592, and Block 3 is \$3,326,971. The combined cost of \$23,503,107 is agreed to be the minimum assessment for the project.
- Developer is given an option to purchase Lot 1, Block 5 of River's Edge Subdivision Replat Two in the amount of \$114,614.50. If acquired, the Developer would build 18 residential units with 3,155 sq ft of retail space estimated at an \$884,940 cost and as depicted in Exhibit B-1 of the Development Agreement.
- An 18 year tax increment financing rebate equal to 75% of captured property taxes is provided to the Developer. Although the Development Agreement sets maximum rebates over the 18 year term with a cap of \$11,175,000, our best estimate for rebates is \$10,950,000.

On November 14, 2016, City Council approved Resolution 16-289 setting December 19, 2016 as the public hearing date and Resolution 16-283 established the minimum development requirements, competitive criteria and procedures for disposition of certain property located within the Playland Park Urban Renewal Area. It also determined that the proposal submitted by River's Edge Apartments, LLC, satisfies the offering requirements and declared the intent of the City to enter into a Development Agreement by and between the City of Council Bluffs, Iowa, and River's Edge Apartment, LLC, in the event that no competing proposals are submitted; and lastly solicited

**Council Communication
December 19, 2016**

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| competing proposals. This required the City to ask the public for other proposals in addition to the one submitted by the Developer. This also required providing notice by publication in a newspaper having a general circulation to the community 30 days prior to the execution of a contract involving the transfer of property. Proposals were due to the City Clerk's office by 10 a.m. on December 16, 2016. |
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| Staff Recommendation |
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| Approval of the resolution. |
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|--------------------|
| Attachments |
|--------------------|

| |
|-------------|
| Resolution. |
|-------------|

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

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF COUNCIL BLUFFS, IOWA

AND

RIVER'S EDGE APARTMENTS, L.L.C.

_____, 2016

Execution Version

AGREEMENT
FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2016, by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015, as amended (the "Urban Renewal Act"), and RIVER'S EDGE APARTMENTS, L.L.C., an Iowa limited liability company having offices for the transaction of business at 809 North 96 Street, Omaha, NE 68114 (the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of a blighted area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Playland Park Urban Renewal Area (the "Area" or "Urban Renewal Area"), pursuant to the Playland Park Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") as approved by Resolution No. 03-138 on June 23, 2003, and amended by Amendment No. 1 in 2005, Amendment No. 2 in 2009, Amendment No. 3 in 2014 and Amendment No. 4 in 2016; and

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

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

WHEREAS, Developer shall build certain Minimum Improvements on the Development Property (the "Project"); and

WHEREAS, to facilitate the Project, the City intends to grant the incentives provided under this Agreement to fund land acquisition, site preparation, and construction of the Minimum Improvements on the Development Property; and

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

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as the Playland Park Urban Renewal Area (as amended).

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

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

Code means the Code of Iowa, 2015, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property referred to in Article III.

County means Pottawattamie County, Iowa, or any successor to its functions.

Developer means River's Edge Apartments, L.L.C., and its permitted successors and assigns.

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Development Property means that portion of the Playland Park Urban Renewal Area described in Exhibit A, which is comprised of property referred to herein as Block 6 of River's Edge Subdivision, Lot 1 of Block 2 of River's Edge Subdivision Replat Two, and Lot 1 of Block 3 of River's Edge Subdivision Replat Two.

Lot 1 of Block 2 means that portion of the Development Property as described in Exhibit A.

Block 6 means that portion of the Development Property as described in Exhibit A.

Lot 1 of Block 3 means that portion of the Development Property as described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 11.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements on a Parcel or all such Mortgages as appropriate.

Minimum Actual Value shall mean the actual value assigned to the Minimum Improvements (including taxable equipment) and the Development Property, pursuant to the Minimum Assessment Agreement entered into between the parties and the County Assessor.

Minimum Improvements means the construction of improvements more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

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

Ordinance means Ordinance Number 6219 of the City, as amended from time to time, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Playland Park Urban Renewal Tax Increment Revenue Fund.

Parcel shall mean each of Lot 1 of Block 2, Block 6, and Lot 1 of Block 3.

Playland Park Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Project shall mean the acquisition and site preparation of the Development Property and the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Public Improvements shall mean those Phase I and Phase II improvements described in Section 3.1 of this Agreement.

River's Edge Apartments, L.L.C. TIF Account means a separate account within the Playland Park Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements and Development Property shall be deposited.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property (increased land and building value) divided and made available to the City for deposit in the River's Edge Apartments, L.L.C. TIF Account of the Playland Park Urban Renewal Tax Increment Revenue Fund under the provisions of

Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

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

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Playland Park Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

Section 2.2. Representations and Warranties of Developer. Developer makes the

following representations and warranties:

a. River's Edge Apartments, L.L.C. is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

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

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

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

e. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or

review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

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

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

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

i. The construction of the Minimum Improvements shall require a total investment of at least \$23,500,107 (exclusive of land acquisition costs).

j. Developer has commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements on each Parcel will be completed:

- (a) within twenty (20) months after the commencement of construction on the following Parcels, with construction to begin as follows for each Parcel:

| | |
|------------------|---------------|
| Lot 1 of Block 2 | April 1, 2017 |
| Lot 1 of Block 3 | April 1, 2020 |

Conditioned on Developer utilizing all commercially reasonable efforts to obtain occupants for the improvements on the Block 6 Parcel and the Lot 1 of Block 2 Parcel, commencement of

construction on the Lot 1 of Block 3 Parcel may be delayed until the earlier of (1) when rental occupancy in the improvements on the Block 6 Parcel and Lot 1 of Block 2 Parcel reaches 90%; or (2) April 1, 2022.

- (b) within thirty (30) months after the commencement of construction on the following Parcel, with construction to begin as follows for said Parcel:

Block 6 April 1, 2017

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

**ARTICLE III. CONSTRUCTION OF PUBLIC IMPROVEMENTS AND
CONSTRUCTION OF MINIMUM IMPROVEMENTS**

Section 3.1. Construction of Public Improvements. Subject to the completion of all necessary legislative, legal, financing, and bidding processes, the City anticipates:

- (a) Constructing the Phase I Public Improvements (grading, storm water and sanitary sewer), the plans and specifications of which were approved by the City Council on April 20, 2015 with the adoption of Resolution No. 15-102; and
- (b) Constructing the Phase II Public Improvements (water, electrical conduit, streets, sidewalks/trails, streetscape elements, and lighting), the plans and specifications of which were approved by the City Council on July 13, 2015 with the adoption of Resolution No. 15-197.

Section 3.2. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.3 below. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall be in conformance with Exhibit B to this Agreement.

Section 3.3. Construction Plans. Developer shall cause Construction Plans to be

provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

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

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) pursuant to the schedule in Section 2.2(k); or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

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

Section 3.5. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements on each Parcel, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements on such Parcel.

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

ARTICLE IV. TRANSFER OF PROPERTY

Section 4.1 Transfer of Development Property. For and in consideration of the obligations being assumed by the Developer hereunder and in furtherance of the Urban Renewal Plan and the Urban Renewal Act, the City agrees to sell, and the Developer agrees to purchase, the Development Property, together with all improvements thereon, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 403.8 of the Iowa Code.

Section 4.2 Price. The purchase price for the Development Property shall be \$1,019,494 (the "Purchase Price").

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Section 4.3. Due Diligence. Developer warrants that it has conducted all desired inspection of the Development Property and takes the Development Property "AS IS."

Section 4.4. Real Estate Taxes and Special Assessments.

a. The property is currently tax-exempt while owned by the City. Developer shall be responsible for all taxes post-closing, if any.

b. The City shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this Agreement is entered, and all prior installments thereof.

c. All other special assessments shall be paid by Developer; the City affirmatively states that as of the date of this Agreement it does not contemplate levying special assessments against the Development Property as a result of or in connection with the City's construction of the Public Improvements. If the City levies special assessments against the Development Property as a means of paying for the construction of the Public Improvements described in Section 3.1 of this Agreement, the City shall refund a portion of the Purchase Price paid by the Developer for the Development Property equivalent to the amount of the special assessment levied against the Development Property.

Section 4.5. Right of Reversion. As security for completion of the Minimum Improvements, the deed to the Development Property to Developer shall contain a right of reversion ("City's Reversionary Right" or "Reversionary Right"), which may be exercised by the City, in its sole discretion, upon any Event of Default. Upon an Event of Default, the City shall automatically have the City's Reversionary Right to reacquire title to those Parcels to which the Event of Default relates. To exercise the City's Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns or transferees) within ninety (90) days of Developer's uncured failure to perform under this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the applicable Parcel(s) shall automatically revert to the City as of the date of the recording of the notice. Upon request from the City, Developer shall take all reasonable steps to ensure the City acquires marketable title the Development Property through its exercise of its rights under this Section within 60 days of the City's demand, including without limitation, the execution of appropriate deeds and other documents. This provision shall survive the Closing.

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Notwithstanding anything contained herein to the contrary, if no Event of Default exists at the time of the recording of a First Mortgage specifically obtained for constructing the Minimum Improvements on Lot 1 of Block 2 Parcel or Block 6 Parcel, then the Reversionary Right to that Parcel for which the First Mortgage is obtained shall terminate and be of no further force and effect. With respect to the Lot 1 of Block 3 Parcel, the City's Reversionary Right shall not expire until the Developer obtains all necessary building permits and has secured all necessary financing to complete the Minimum Improvements on said Parcel. The City agrees to execute any documents reasonably requested by Developer or its lender to evidence any termination of the City's Reversionary Right as set forth herein, provided that the Developer first provides any documents reasonably requested by the City to establish satisfaction of the preconditions set forth in this paragraph.

Section 4.6. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, through Closing, and Developer may purchase additional insurance. In the event of substantial damage or destruction prior to Closing, the City shall have the option, in its sole discretion, of using insurance proceeds to rebuild the Development Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing in accordance with Section 5.1.

Section 4.7. Condition Of The Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. Developer represents and warrants that it has conducted an inspection of the Development Property and waives all claims against the City as to the condition of the Development Property.

Section 4.8. Possession/Closing. Upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, Closing shall take place on a date no later than sixty days following the execution of this Agreement, at a time to be agreed to by the parties (the "Closing Date"). This purchase shall be considered "Closed" upon the delivery to Developer of a duly executed deed without warranty in the form of deed attached as Exhibit H. All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

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Section 4.9. Fixtures. Included with the Development Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

Section 4.10. Abstract And Title. The City shall provide an abstract for the Development Property, continued through a date no more than thirty (30) days prior to Closing, and deliver it to Developer for examination, which shall become the property of the Developer upon Closing. The City makes no representations or warranties concerning the marketability of title to the Development Property. Developer may obtain a standard owner's title insurance (or guaranty) policy related to the sale of the Development Property at its own cost and expense. In the event Developer determines in good faith that the Development Property's title is not marketable or contains any restrictions or limitations that preclude or materially limit the Developer's ability to complete the Minimum Improvements thereon, after giving the City written notice of the alleged defect(s) or limitations and a reasonable opportunity to remedy said defect(s) or limitations, Developer may, prior to the Closing Date, terminate this Agreement in writing, in which case this Agreement shall be null and void and no further force or effect, and neither party shall have any further obligations to the other hereunder.

Section 4.11. Survey And Platting. The City will complete survey and platting of the Development Property prior to conveyance.

Section 4.12. Environmental Matters. At Closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the date of Closing.

Section 4.13. Easement. Conditioned on Developer's compliance with the terms of this Agreement, the City agrees to grant Developer, pursuant to the terms of a mutually agreeable conveyance instrument, a permanent access easement for the benefit of the Lot 1 of Block 3 Parcel and a temporary parking easement, both on the west 56 ft of Lot 2 of Block 3 of River's Edge Subdivision Replat Two.

Section 4.14. Option. Conditioned on Developer's compliance with the terms of this Agreement, the City agrees to grant Developer an option to purchase Lot 1 of Block 5 of River's Edge Subdivision Replat Two, pursuant to the terms of the option document attached hereto as Exhibit K.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

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

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

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

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than permitted by the holder of the First Mortgage or \$25,000, whichever is greater. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment as determined by Developer and acceptable to its insurer and the holder of any First Mortgage.

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

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

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon the reasonable request of the City, which shall not be made more frequently than one time per year, Developer will provide the City with copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, Developer will attempt to provide that each policy shall contain a provision that the insurer shall not cancel or modify it without giving written

notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City within twenty (20) days in the case of damage exceeding \$250,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Subject to the rights of the holder of any First Mortgage, Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Development Property and Minimum Improvements. Developer shall maintain, preserve, and keep the Development Property and Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

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

Section 6.3. Compliance with Laws. Developer shall comply with all state,

federal and local laws, rules and regulations relating to the Minimum Improvements.

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

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

Section 6.6 Employment. Developer agrees that a portion of the Minimum Improvements are expected to create usable commercial space for tenants. Developer also understands that part of the consideration provided to the City by Developer in exchange for Developer's opportunity to receive Economic Development Grants under this Agreement is the creation and retention of jobs in the community. Developer agrees to use its best efforts to lease a portion of the Minimum Improvements to commercial tenants that create and retain employment in the community. If, however, the commercial space is not leased to commercial tenants within twelve (12) months after Developer receives a certificate of occupancy for the Minimum Improvements on a particular Parcel, the Developer may convert the commercial space on that Parcel to residential space. Notwithstanding the preceding sentence, Developer shall not convert the residential support office or commercial space in the Minimum Improvements on the Block 6 Parcel to residential living spaces.

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements and the assessed value; (iii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if such officer

is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2018 and ending, as to each Parcel, twenty (20) years after the full assessment of the Minimum Improvements on such Parcel. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or interest in this Agreement to any other party other than the holder of a First Mortgage unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

Section 7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or

Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1 Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to eighteen (18) consecutive annual payments of Economic Development Grants to Developer for each Parcel, up to an aggregate total amount for all Parcels not to exceed eleven million one hundred seventy five thousand dollars (\$11,175,000) as further explained in Section 8.3, under the formula and schedule set forth below.

Lot 1 of Block 2 Parcel:

Assuming completion of the Minimum Improvements on the Lot 1 of Block 2 Parcel by December 31, 2018, full assessment on January 1, 2019, and debt certification to the Auditor by the City prior to December 1, 2019, the Economic Development Grants for the Lot 1 of Block 2 Parcel shall commence on June 1, 2021, and end on June 1, 2038, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2021 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 20-21
- June 1, 2022 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 21-22
- June 1, 2023 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 22-23
- June 1, 2024 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 23-24
- June 1, 2025 75% of Tax Increments from the Lot 1 of Block 2 Parcel for

- Fiscal Year 24-25
- June 1, 2026 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 25-26
 - June 1, 2027 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 26-27
 - June 1, 2028 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 27-28
 - June 1, 2029 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 28-29
 - June 1, 2030 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 29-30
 - June 1, 2031 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 30-31
 - June 1, 2032 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 31-32
 - June 1, 2033 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 32-33
 - June 1, 2034 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 33-34
 - June 1, 2035 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 34-35
 - June 1, 2036 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 35-36
 - June 1, 2037 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 36-37
 - June 1, 2038 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 37-38

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements on the Lot 1 of Block 2 Parcel being January 1, 2019. If the completion of the Minimum Improvements on that Parcel is delayed so that the Minimum Improvements on the Parcel is not fully assessed as of January 1, 2019, then the first Economic Development Grant will not begin as scheduled, but will be delayed by one (1) year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant for the Lot 1 of Block 2 Parcel, if eligible, is June 1, 2022.

Block 6 Parcel

Assuming completion of the Minimum Improvements on the Block 6 Parcel by December 31, 2019, full assessment on January 1, 2020, and debt certification to the Auditor by the City prior to December 1, 2020, the Economic Development Grants for the Block 6 Parcel shall commence on June 1, 2022, and end on June 1, 2039, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2022 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 21-22
- June 1, 2023 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 22-23
- June 1, 2024 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 23-24
- June 1, 2025 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 24-25
- June 1, 2026 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 25-26
- June 1, 2027 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 26-27
- June 1, 2028 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 27-28
- June 1, 2029 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 28-29
- June 1, 2030 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 29-30
- June 1, 2031 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 30-31
- June 1, 2032 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 31-32
- June 1, 2033 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 32-33
- June 1, 2034 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 33-34
- June 1, 2035 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 34-35
- June 1, 2036 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 35-36

- June 1, 2037 75% of Tax Increments from the Block 6 Parcel
for Fiscal Year 36-37
- June 1, 2038 75% of Tax Increments from the Block 6 Parcel
for Fiscal Year 37-38
- June 1, 2039 75% of Tax Increments from the Block 6 Parcel
for Fiscal Year 38-39

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements on the Block 6 Parcel being January 1, 2020. If the completion of the Minimum Improvements on that Parcel is delayed so that the Minimum Improvements on the Parcel is not fully assessed as of January 1, 2020, then the first Economic Development Grant will not begin as scheduled, but will be delayed by one (1) year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant for the Block 6 Parcel, if eligible, is June 1, 2023.

Lot 1 of Block 3 Parcel

Assuming completion of the Minimum Improvements on the Lot 1 of Block 3 Parcel by December 31, 2021, full assessment on January 1, 2022, and debt certification to the Auditor by the City prior to December 1, 2022, the Economic Development Grants for the Lot 1 of Block 3 Parcel shall commence on June 1, 2024, and end on June 1, 2041, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2024 75% of Tax Increments from the Lot 1 of Block 3 Parcel
for Fiscal Year 23-24
- June 1, 2025 75% of Tax Increments from the Lot 1 of Block 3 Parcel
for Fiscal Year 24-25
- June 1, 2026 75% of Tax Increments from the Lot 1 of Block 3 Parcel
for Fiscal Year 25-26
- June 1, 2027 75% of Tax Increments from the Lot 1 of Block 3 Parcel
for Fiscal Year 26-27
- June 1, 2028 75% of Tax Increments from the Lot 1 of Block 3 Parcel
for Fiscal Year 27-28
- June 1, 2029 75% of Tax Increments from the Lot 1 of Block 3 Parcel
for Fiscal Year 28-29
- June 1, 2030 75% of Tax Increments from the Lot 1 of Block 3 Parcel

- for Fiscal Year 29-30
- June 1, 2031 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 30-31
- June 1, 2032 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 31-32
- June 1, 2033 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 32-33
- June 1, 2034 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 33-34
- June 1, 2035 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 34-35
- June 1, 2036 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 35-36
- June 1, 2037 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 36-37
- June 1, 2038 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 37-38
- June 1, 2039 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 38-39
- June 1, 2040 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 39-40
- June 1, 2041 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 40-41

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements on the Lot 1 of Block 3 Parcel being January 1, 2022. If the completion of the Minimum Improvements on the Lot 1 of Block 3 Parcel is delayed so that the Minimum Improvements on the Parcel is not fully assessed as of January 1, 2022, then the first Economic Development Grant will not begin as scheduled, but will be delayed by up to two (2) years. However, in no event shall the schedule of Economic Development Grants for the Lot 1 of Block 3 Parcel be delayed more than two years, meaning that the latest potential date for Developer's first Economic Development Grant for that Parcel, if eligible, is June 1, 2026.

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on each Parcel (increased land and building value) under the terms of the Ordinance and deposited into the River's Edge Apartments, L.L.C. TIF Account (without regard to any

averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.2 Conditions. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- (a) Developer's acquisition of the Development Property;
- (b) execution of the Minimum Assessment Agreement by Developer and all lienholders and mortgage holders to the Development Property contemporaneous to Developer's execution of this Agreement;
- (c) compliance with the terms of this Agreement, including but not limited to timely construction and full assessment of the Minimum Improvements;
- (d) compliance with the terms of the Minimum Assessment Agreement and assessment of the Minimum Improvements and Development Property as set out in the Minimum Assessment Agreement; and
- (e) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development

Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

After the Minimum Improvements are first fully assessed on a Parcel and if Developer is in full compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1 according to the established schedule. (Example: assuming completion of the Minimum Improvements on the Lot 1 of Block 2 Parcel by December 31, 2018 and first full assessment on January 1, 2019, if Developer certifies in October 2019 and the City certifies to the County by December 1, 2019, the first Economic Development Grant would be paid to Developer on June 1, 2021 (for 75% of the Tax Increment on the Lot 1 of Block 2 Parcel for fiscal year 2020-2021)). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if an Event of Default exists as to a Parcel, Developer is not eligible for an Economic Development Grant for that Parcel.

Section 8.3 Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements and Development Property over the specified time period for all Parcels, but in no event shall exceed the sum total for all Parcels of eleven million one hundred seventy five thousand dollars (\$11,175,000). In no event shall Developer be entitled to receive more than calculated under the formula set forth in this Agreement, even if the combined, aggregate maximum is not met. Recognizing that initial negotiations did not include the concept of a maximum grant amount, in the event the assessed value on any Parcel exceeds the Assessor's Minimum Actual Value set forth in the Minimum Assessment Agreement by five percent (5%), then the City shall carefully consider in good faith whether the above stated, aggregate maximum grant amount should be increased pursuant to written amendment to this Agreement, so as to allow payment of Grants consistent with the schedules/formula set forth above.

Section 8.4. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the River's Edge Apartments, L.L.C. TIF Account of the Playland Park Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the River's Edge Apartments, L.L.C. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

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

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is prohibited under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the legal constraints preventing the payment of Grants continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability, by written notice to the Developer. If Tax Increment is otherwise legally available to fund the Grants, and the City fails, in two separate years, to appropriate funds for the payment of annual Economic Development Grants under the terms of Section 8.1, the Developer may terminate this Agreement and the Minimum Assessment Agreement, without penalty or other liability, by written notice to the City.

Section 8.5. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.6. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement, or shall ensure that such taxes are paid by the property owner. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date for each Parcel:

Execution Version

a. The Minimum Improvements shall be treated as real property for property tax purposes;

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

c. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Minimum Improvements and the Parcel.

8.7. Minimum Assessment Agreement. As further consideration for this Agreement, Developer shall execute, contemporaneous with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit G ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, the City, the County Assessor, the holder of any mortgage and all prior lienholders shall agree that the minimum actual value for each Parcel and the Minimum Improvements constructed on each Parcel for the time period set forth in the Assessment Agreement will be as follows:

| | |
|------------------|--------------|
| Lot 1 of Block 2 | \$3,272,592 |
| Block 6 | \$16,900,544 |
| Lot 1 of Block 3 | \$3,326,971 |

Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value".

Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to a Parcel in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in

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

8.8 Relocation. Developer agrees and covenants that it will not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any commercial enterprise that is Relocating to the City from another part of Pottawattamie County or a contiguous county in Iowa. Relocating or Relocation means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. In general, use of urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives from the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (a fair play or neutrality agreement), or if the City finds the use of tax increment in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of state and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of this provision, as determined by the City in its sole discretion, such action will be deemed a Default under this Agreement, and if the Default is not timely cured, then the exclusive remedy to the City is as follows:

- (a) Each unpaid Economic Development Grant for the applicable Parcel will be reduced by the pro-rated amount of the space leased or sold to the Relocating enterprise; such reduction shall apply for so long as the Relocating enterprise continues to own or rent the space in the Minimum Improvements.
- (b) For purposes of these remedies, the pro-rata percentage is determined by taking the amount of square footage rented or owned by the Relocating enterprise and dividing it by the total square footage of usable space in the Minimum Improvements on that Parcel.

8.9 Local Match. The Economic Development Grants provided for in this Article VIII are intended to serve as the local match for Developer's application for benefits under the State of Iowa's Workforce Housing Tax Incentives Program ("Program"). The City agrees to cooperate in the application process in good faith support of the Project. However, the City makes no representation or guarantee that: (1) the Economic Development Grants will be paid to the Developer – said payment being subject to all of the terms and conditions of this Agreement; (2) the Grants will be deemed a sufficient local match by the State of Iowa to qualify for benefits under the Program; or (3) Developer will be awarded benefits under the Program.

Developer agrees that if the aggregate amount of proceeds from the sale of tax credits received by Developer under the Program exceed \$1,000,000, then either: (a) 50% of the proceeds in excess of \$1,000,000 shall be paid to the City by Developer within thirty (30) days of Developer's receipt of said proceeds; or (b) successive Economic Development Grant(s) under this Agreement shall be reduced until an amount equivalent to 50% of the proceeds in excess of \$1,000,000 has been set off.

ARTICLE IX. RESERVED

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

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

b. Except for any willful misrepresentation, negligence, or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding

brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

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

d. The provisions of this Article X shall survive the termination of this Agreement.

ARTICLE XI. REMEDIES

Section 11.1. Events of Default Defined. The term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement which event is not cured within thirty (30) days after written notice by the City to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) or if such event cannot reasonably be cured within thirty (30) days, Developer fails to commence such cure within such thirty (30) day period and diligently pursue such cure to completion:

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

b. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to pay or cause to be paid ad valorem taxes on the Development Property and Minimum Improvements;

d. Failure by Developer to substantially observe or perform any

covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

e. Developer shall:

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

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

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

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or Developer's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

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

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions:

a. The City may suspend its performance under this Agreement;

b. The City may terminate this Agreement; or

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

The City agrees to provide to Developer and its lender upon request an estoppel certificate certifying that no Event of Default (or event which, with the giving of notice and passage of time, could constitute an Event of Default) exists or if it does exist, the details of such Event of Default or event.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and is uncured, and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to River's Edge Apartments, L.L.C., at 809 North 96 Street, Omaha, NE 68114, Attn: Howard Kooper, Manager;
- b. In the case of the City, is addressed to or delivered personally to the City at 209 Pearl St., Suite 105, Council Bluffs, Iowa 51503, Attn: City Clerk;

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

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect

the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written, including but not limited to the Memorandum of Understanding between the parties dated December 17, 2015. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect as to each Parcel twenty one (21) years after the full assessment of the Minimum Improvements on such Parcel, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

[Signatures start on the next page]

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Marcy Worden, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Matt Walsh and Marcy Worden, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001(Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

Execution Version

A - 1

4B

EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean:

With respect to Lot 1 of Block 2 of River's Edge Subdivision Replat Two: the construction of 18 townhome units, 18 units of multi-family housing, and 3,150 square feet of commercial space together with parking and all associated improvements and amenities, with total construction costs of at least \$3,272,592 (exclusive of land acquisition costs).

With respect to Block 6 of River's Edge Subdivision: the construction of 155 multi-family units and first floor leasing office, lounge area, business center, and fitness center together with parking and all associated improvements and amenities, with total construction costs of at least \$16,900,544 (exclusive of land acquisition costs).

With respect to Lot 1 of Block 3 of River's Edge Subdivision Replat Two; the construction of 18 townhome units, 18 units of multi-family housing, and 3,150 square feet of commercial space together with parking and all associated improvements and amenities, with total construction costs of at least \$3,326,971 (exclusive of land acquisition costs).

The Minimum Improvements shall be in substantial conformance with the diagrams set forth in Exhibit B-1 and the Construction Plans.

The construction of the Minimum Improvements on each Parcel will be completed as follows:

Within twenty (20) months after the commencement of construction on the following Parcels, with construction to begin as follows for each Parcel:

| | |
|------------------|---------------|
| Lot 1 of Block 2 | April 1, 2017 |
| Lot 1 of Block 3 | April 1, 2020 |

Conditioned on Developer utilizing all commercially reasonable efforts to obtain occupants for the improvements on the Block 6 Parcel and the Lot 1 of Block 2 Parcel, commencement of construction on the Lot 1 of Block 3 Parcel may be delayed until

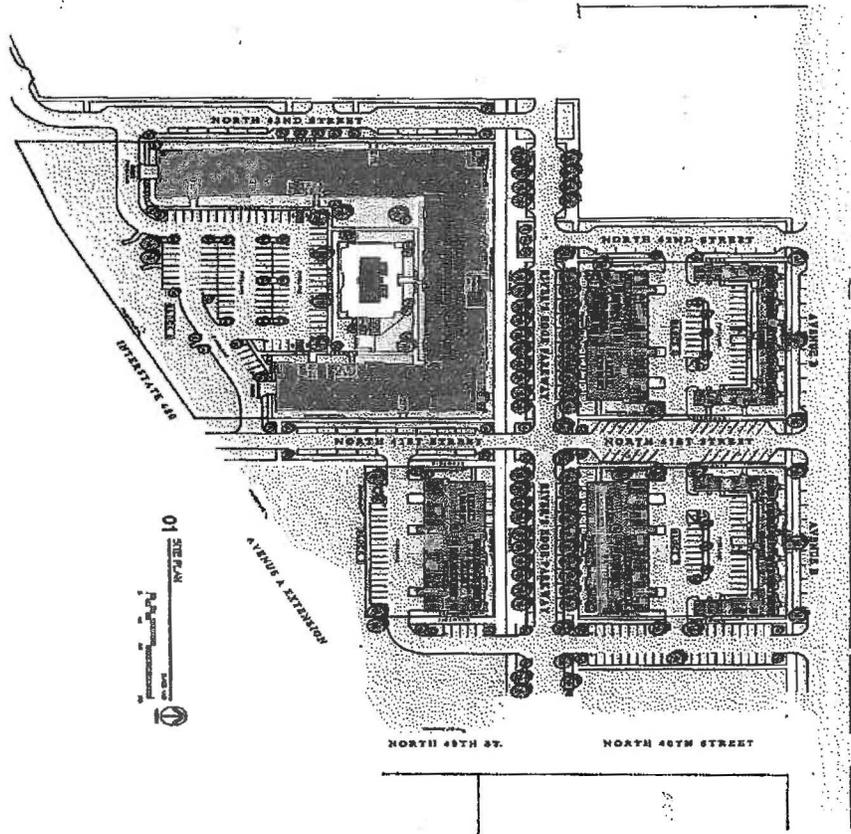
the earlier of (1) when rental occupancy in the improvements on the Block 6 Parcel and Lot 1 of Block 2 Parcel reaches 90%; or (2) April 1, 2022.

Within thirty (30) months after the commencement of construction on the following Parcel, with construction to begin as follows for said Parcel:

Block 6 April 1, 2017

The increased value after construction of all of the Minimum Improvements for the purpose of this Agreement is required to be at least \$23,500,107 pursuant to the Minimum Assessment Agreement entered into by and among the City, Developer and the Pottawattamie County Assessor.

Exhibit B-1 Project Diagrams




Womack+Hampton
 ARCHITECTS, L.L.C.
 1200 N. 10th Street, Suite 100
 Raleigh, NC 27601

RIVER'S EDGE
 CONCEPT DESIGN, L.L.C.
 BRECKINRIDGE DEVELOPMENT

1.00 SITE PLAN
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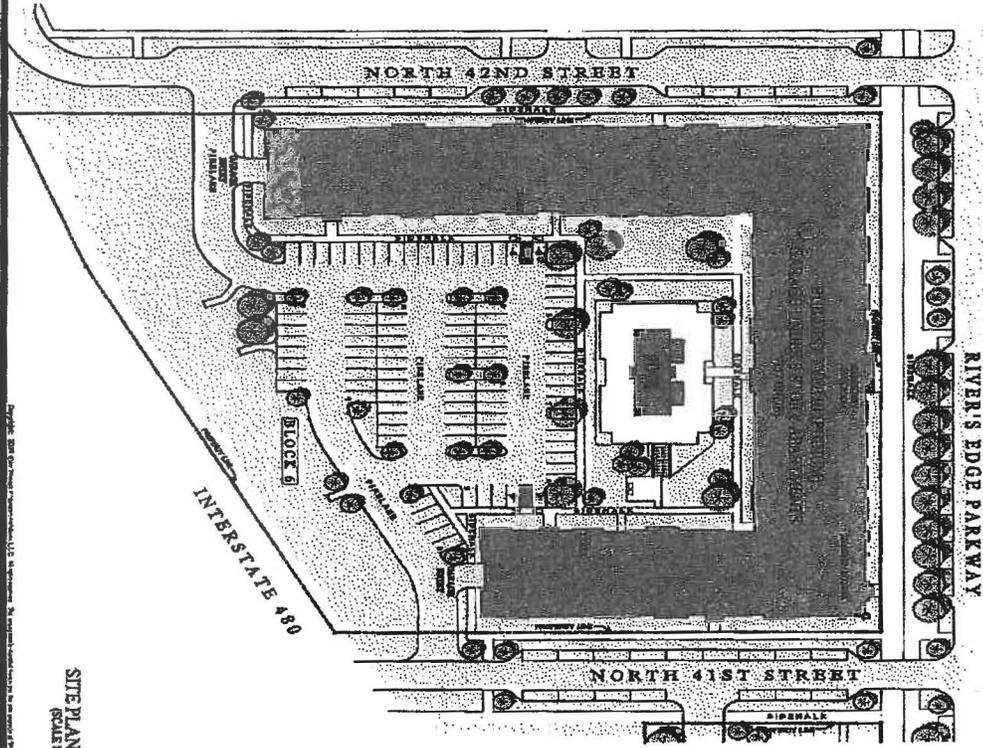
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4B



RIVER'S EDGE
Council Bluffs, Iowa



SITE PLAN - BLOCK 6
SCALE: 1" = 40'

Execution Version

B - 4

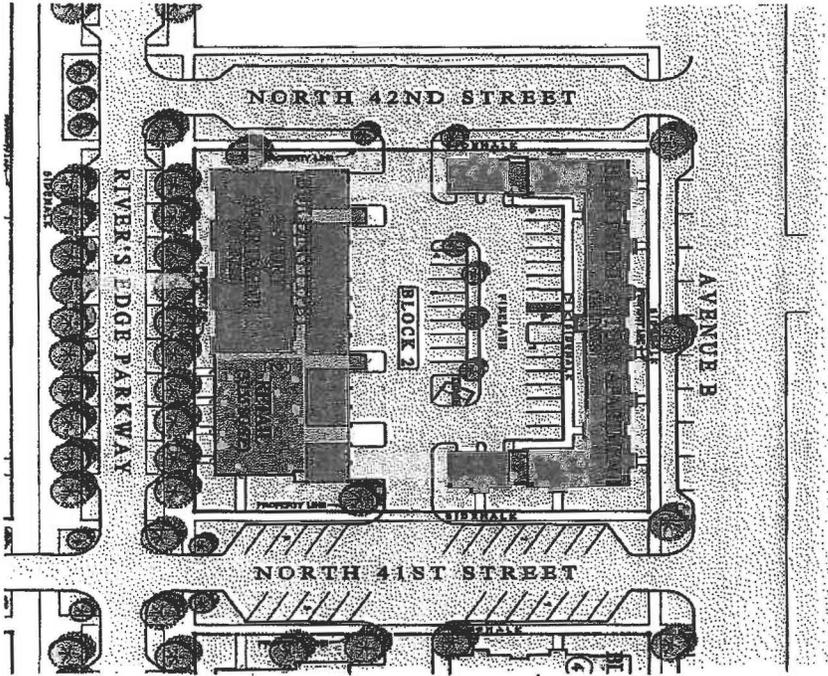
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RIVER'S EDGE
Council House, Iowa



SITE PLAN - BLOCK 2
SCALE: 1" = 50'



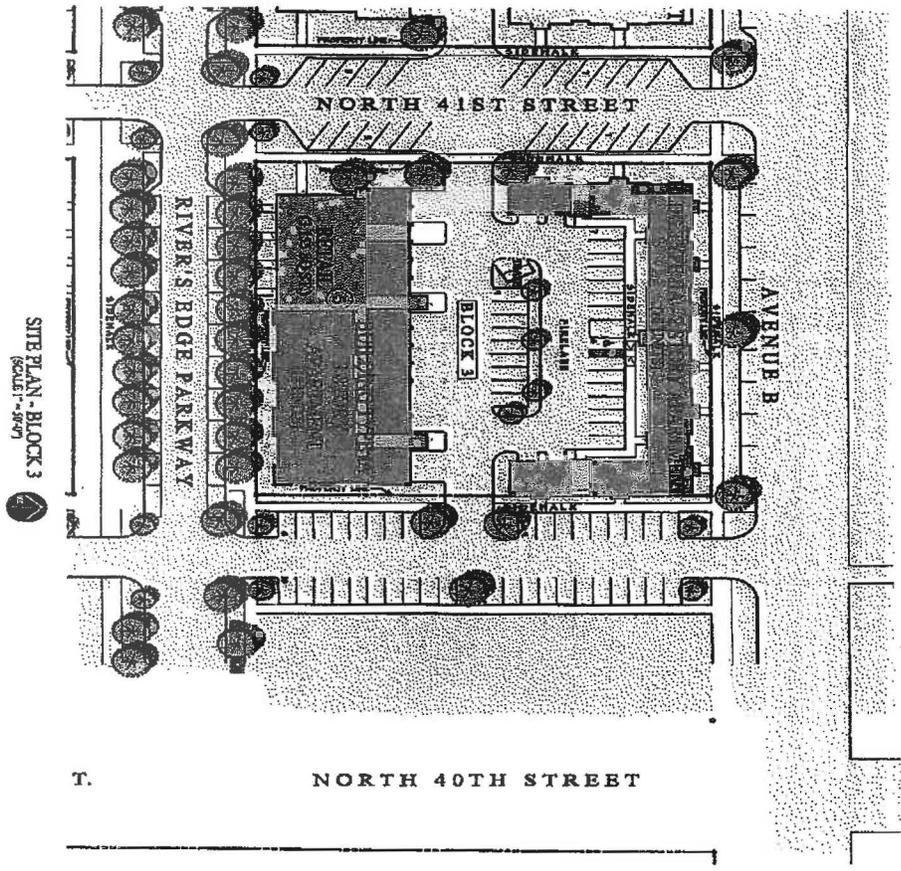
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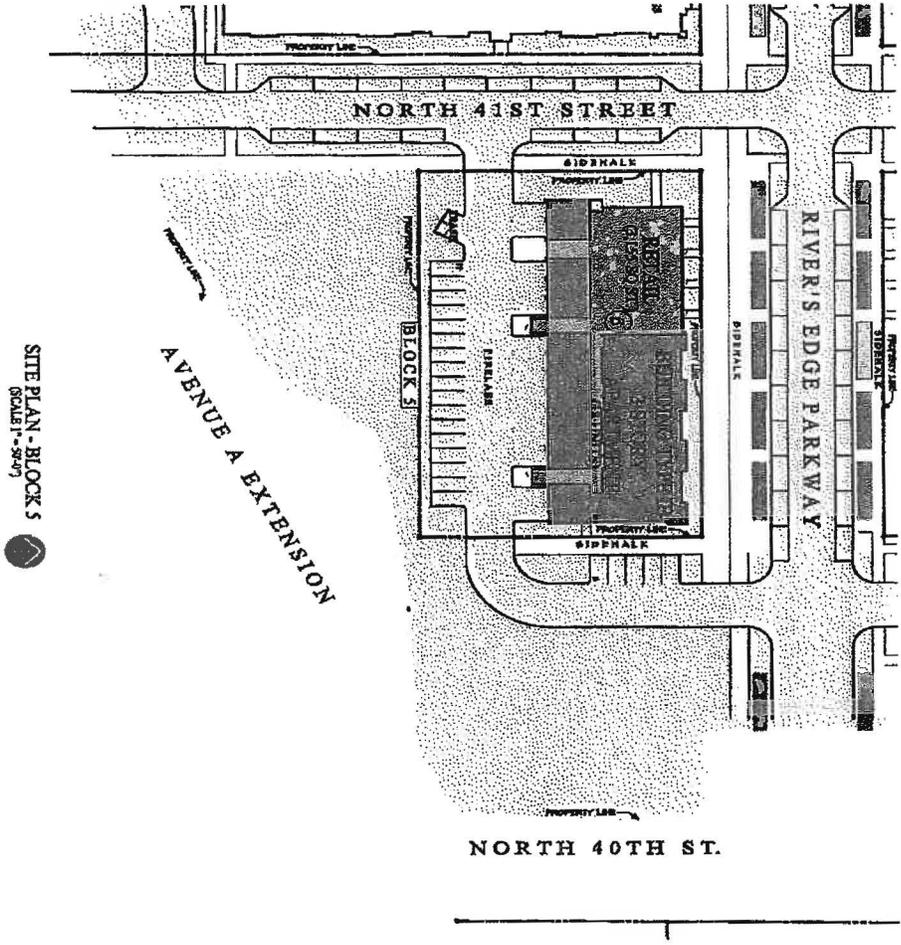


RIVER'S EDGE
Council Bluffs, Iowa

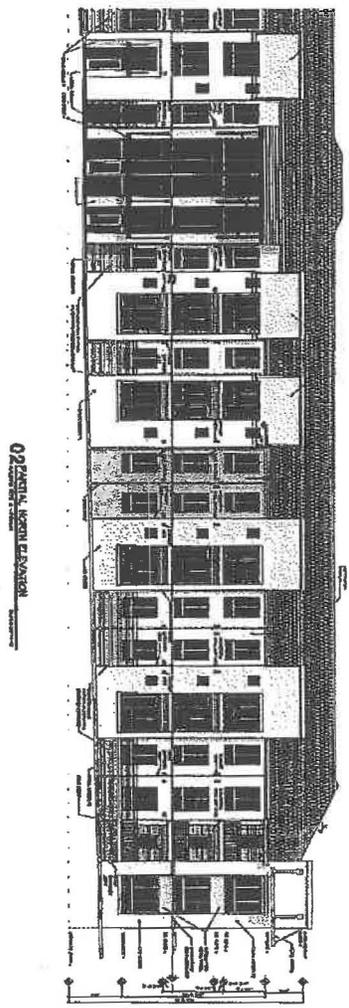
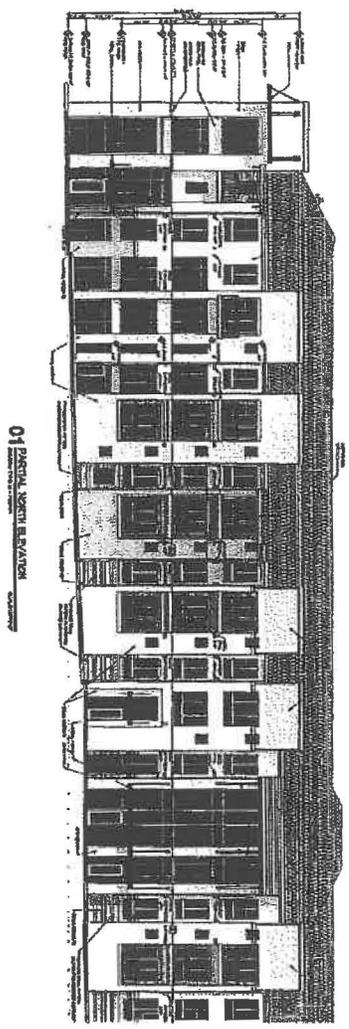


SITE PLAN - BLOCK 3
(SCALE - 1/4" = 1'-0")

T. NORTH 40TH STREET



SITE PLAN - BLOCK 5
(SCALE: 1"=50')

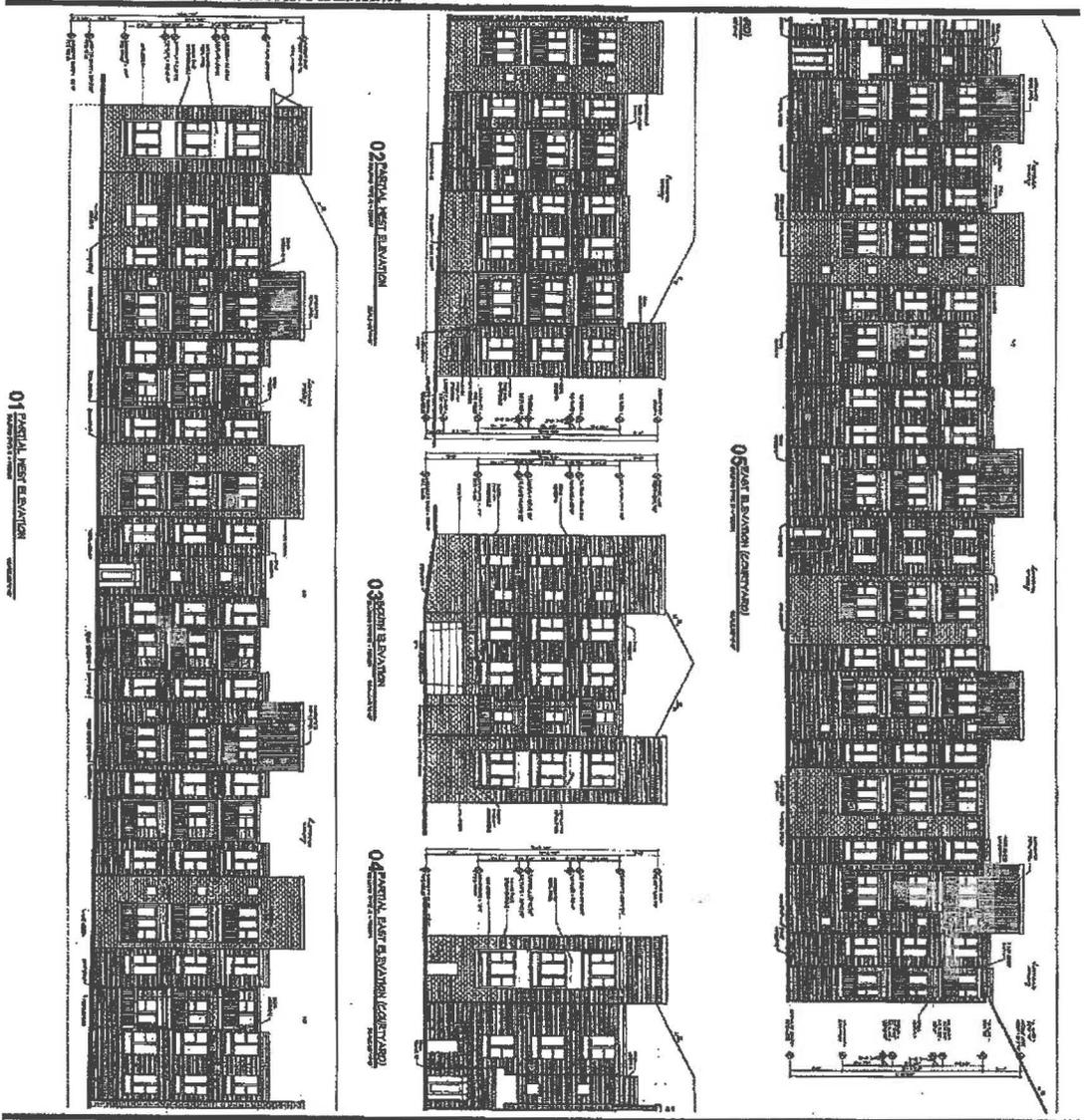


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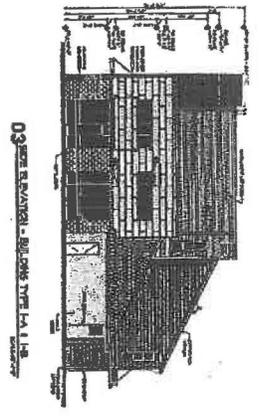
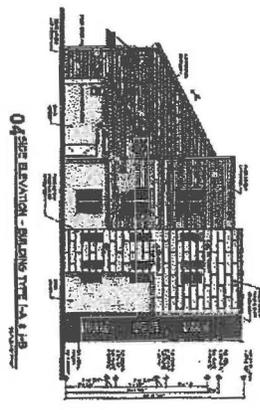
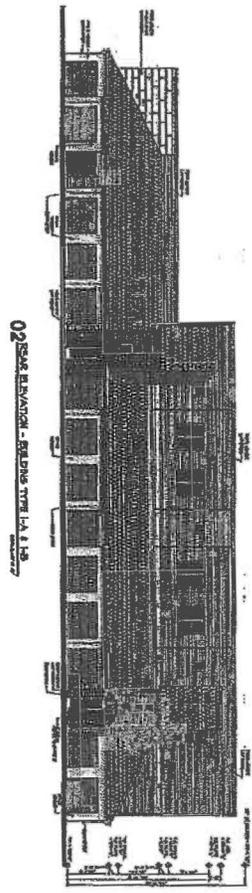
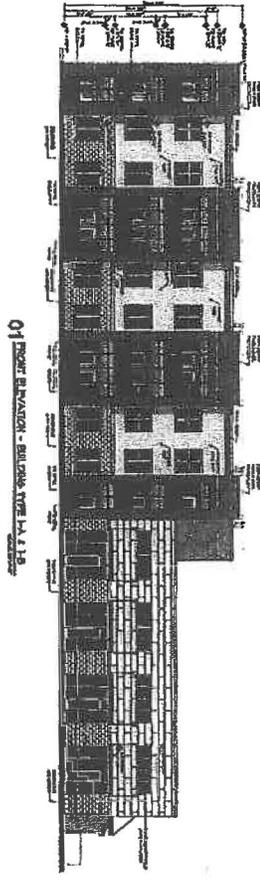
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Womack+Hampton
ARCHITECTS, L.L.C.
ARCHITECTS

RIVER'S EDGE
Council Bluffs, Iowa
Broadmoor Development

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AS.7
DATE: 11/15/11

Womaak-Hampton
ARCHITECTS, L.L.C.
ARCHITECTS

RIVER'S EDGE
Council Bluffs, Iowa
Broadmoor Development

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Execution Version

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EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Council Bluffs, Iowa (the "City") and River's Edge Apartments, L.L.C. (the "Developer"), did on or about the ____ day of _____, 2016 make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001 (Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

(the "Development Property"); and

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

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification as to Parcel _____.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on Parcel _____ have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to Parcel _____. The County

Execution Version

C - 1

4B

Recorder of Pottawattamie County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on Parcel _____.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Marcy Worden, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared Matt Walsh and Marcy Worden, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Council Bluffs, Iowa (the "City"), and River's Edge Apartments, L.L.C., an Iowa Limited liability company ("Developer") did on or about the ____ day of _____, 2016, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Playland Park Urban Renewal Plan (the "Plan"), to develop and operate certain real property located within the City and within the Playland Park Urban Renewal Area.

The "Development Property" is described as follows (each a "Parcel"):

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001 (Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2016 and terminates as to each Parcel twenty one (21) years after the full assessment of the Minimum Improvements on such Parcel, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Council Bluffs, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2016.

[signatures to follow on next pages]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

Developer certifies the following:

During the time period covered by this Certification, Developer is and was in compliance with Section 6.7 as follows:

(i) all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements on

(a) the Block 6 Parcel was first fully assessed on _____, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(b) the Lot 1 of Block 2 Parcel was first fully assessed on _____, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(c) the Lot 1 of Block 3 Parcel was first fully assessed on _____, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(iii) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if such officer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

[signatures on next page]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

RIVER'S EDGE APARTMENTS, L.L.C.

By: _____

This instrument was acknowledged, signed and sworn to before me on
_____ by _____ and _____ as
_____ and _____ of River's Edge Apartments, L.L.C.

Notary Public in and for the State of _____

Attachments: (a) proof of payment of taxes

EXHIBIT F
RESERVED

EXHIBIT G

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement" or "Assessment Agreement"), is dated as of _____, 2016, by and between the City of Council Bluffs, Iowa (the "City"), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2015, as amended (the "Urban Renewal Act"), and Chapter 15A, and River's Edge Apartments, L.L.C., an Iowa limited liability company having an office for the transaction of business at 809 North 96 Street, Omaha, NE 68114 ("Developer").

WITNESSETH:

WHEREAS, the City and Developer have entered into an Agreement for Private Development dated as of _____, 2016 ("Development Agreement" or "Agreement") regarding certain real property located in the City which is legally described as follows (each a "Parcel" and collectively the "Development Property"):

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001 (Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

WHEREAS, it is contemplated that Developer will undertake the construction of Minimum Improvements (as defined in the Development Agreement) on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property by Developer pursuant to the Development Agreement; and

WHEREAS, the City and the Assessor for the County have reviewed the

preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

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

1. Upon completion of construction of the above-referenced Minimum Improvements, but no later than January 1, 2019 for the Lot 1 of Block 2 Parcel; no later than January 1, 2020 for the Block 6 Parcel; and no later than January 1, 2024 for the Lot 1 of Block 3 Parcel, the minimum actual value which shall be fixed for assessment purposes for each Parcel and the Minimum Improvements constructed thereon shall be not less than:

- Sixteen Million Nine Hundred Thousand Five Hundred Forty-Four Dollars (\$16,900,544) for Block 6;
- Three Million Two Hundred Seventy Two Thousand Five Hundred Ninety Two Dollars (\$3,272,592) for Lot 1 of Block 2;
- Three Million Three Hundred Twenty Six Thousand Nine Hundred Seventy-One Dollars (\$3,326,971) for Lot 1 of Block 3; and
-

(as to each Parcel, the "Minimum Actual Value"), for a total assessed value for the Development Property of Twenty Three Million Five Hundred Thousand Once Hundred Seven Dollars \$23,500,107).

The Minimum Actual Value shall continue to be effective for twenty (20) years for each Parcel ("Assessment Termination Date"). The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring. Notwithstanding the foregoing, Developer may terminate this Minimum Assessment Agreement for a Parcel prior to the Assessment Termination Date for that Parcel if, and only if: (a) the Parcel is condemned by a local, state or federal government through an eminent domain process; or (b) the Development Agreement and Minimum Assessment Agreement are terminated by the Developer under Paragraph 8.4(c) of the Development Agreement. In addition, should the Development Agreement be terminated in its entirety by the City due to an uncured Event of Default by Developer such that no further Economic Development Grants will be paid to the Developer, then this Minimum Assessment Agreement shall terminate as of December 31 of the year in which the Development Agreement is finally and conclusively terminated.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that, prior to the Assessment Termination Date for each Parcel, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property constituting a Parcel or the Minimum Improvements determined by any tax official to be applicable to the Parcel, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Assessment Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

4. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Pottawattamie County, Iowa. Such filing shall constitute notice to any subsequent purchaser or encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

6. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate as to each Parcel on the Termination Date set forth in Section 1 above.

10. All lienholders shall have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

[Remainder of this page intentionally left blank. Signature pages to follow.]

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Marcy Worden, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Matt Walsh and Marcy Worden, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

RIVER'S EDGE APARTMENTS, L.L.C.

By: Howard Kooper
Howard Kooper, Manager

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 7 day of November, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Howard Kooper, to me personally known, who, being by me duly sworn, did say that he is Manager of River's Edge Apartments, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Mr. Kooper as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

[Signature]
Notary Public in and for the State of Nebraska

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

Exhibit H

**DEED WITHOUT WARRANTY
Recorder's Cover Sheet**

Preparer Information:

Nathan J. Overberg
100 Court Avenue, Suite 650
Des Moines, IA 50309-2231
Phone: (515) 243-7611

Taxpayer Information:

River's Edge Apartments, L.L.C.
809 North 96 Street
Omaha, NE 68114

Return Document to:

River's Edge Apartments, L.L.C.
809 North 96 Street
Omaha, NE 68114

Grantors: City of Council Bluffs, Iowa

Grantees: River's Edge Apartments, L.L.C.

Legal Description: See Page 2

Document or instrument number of previously recorded documents: N/A

DEED WITHOUT WARRANTY

For the consideration of One Million Nineteen Thousand Four Hundred Ninety Four Dollars (\$1,019,494) and other valuable consideration, the CITY OF COUNCIL BLUFFS, IOWA, a municipality in the State of Iowa ("Grantor"), does hereby convey to RIVER'S EDGE APARTMENTS, L.L.C., an Iowa limited liability company ("Grantee"), the following described real estate in Pottawattamie County, Iowa:

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001 (Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Development Agreement, executed by the Grantor and Grantee herein, dated _____, 2016, as may be amended from time to time (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Development Agreement.

Specifically, this Deed is subject to the right of Grantor to reacquire title to any Parcel as set forth in Section 4.5 of the Agreement, in which event the Grantor shall have the right to reacquire the Parcel and to terminate and revert in the Grantor the estate conveyed by this Deed to the Grantee, its assigns and successors in interest, in accordance with the terms and conditions of the Agreement, and all right, title and interest of Grantee in the above-described premises shall cease and revert immediately to Grantor, its successors and assigns. These conditions shall run with the land.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

This transfer is exempt under Iowa Code Chapter 428A.2.19 and 428A.2.6.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: _____, 2016.

Execution Version

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By _____
Mayor

By: _____
City Clerk

STATE OF IOWA, COUNTY OF POTTAWATTAMIE:

On _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs Iowa, the municipal corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its City Council; and that the Mayor and City Clerk, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARY PUBLIC IN AND FOR SAID STATE

FRASER STRYKER

PC LLO

LAWYERS

500 ENERGY PLAZA
409 SOUTH 17TH STREET
OMAHA, NEBRASKA 68102-2663
TELEPHONE 402.341.6000
FAX 402.341.8290
WWW.FRASERSTRYKER.COM

ROBERT W. RIEKH
DIRECT DIAL: 402.978.5252
RRIEKH@FRASERSTRYKER.COM

City of Council Bluffs
Council Bluffs, Iowa

Re: Development Agreement between the City of Council Bluffs, Iowa ("City") and River's Edge Apartments, L.L.C. ("Developer")

As counsel for River's Edge Apartments, L.L.C. (the "Entity") in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Entity and the City of Council Bluffs, Iowa (the "City"), we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- a. The governing documents of the Entity;
- b. Resolution of the Entity at which action was taken with respect to the transactions covered by this opinion;
- c. The Development Agreement (the term "Development Agreement" includes all Exhibits to the "Development Agreement");

and such other documents and records as we have deemed relevant and necessary as a basis for the opinion set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Entity is duly organized and validly exists as a limited liability company under the laws of the State of Iowa. The Entity has full power and authority to execute, deliver and perform in full the Development Agreement including all exhibits; and the Development Agreement has been duly and validly authorized, executed and delivered by the Entity, and, assuming due authorization, execution and delivery by the other parties thereto, is in full force and effect and is valid and legally binding instrument of the Entity enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The consummation of the transaction contemplated by the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under,

the operating agreement or any other governing documents of the Entity, or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Entity is a party or by which it or its property is bound or subject.

FRASER STRYKER PC LLO

By Robert W. Rieke
Robert W. Rieke

1535498.01

**EXHIBIT J
RESERVED**

**EXHIBIT K
OPTION
Recorder's Cover Sheet**

Preparer Information:

Nathan J. Overberg
100 Court Avenue, Suite 650
Des Moines, IA 50309-2231
Phone: (515) 243-7611

Taxpayer Information:

River's Edge Apartments, L.L.C.
809 North 96 Street
Omaha, NE 68114

Return Document to:

River's Edge Apartments, L.L.C.
809 North 96 Street
Omaha, NE 68114

Grantors: City of Council Bluffs, Iowa

Grantees: River's Edge Apartments, L.L.C.

Legal Description: Lot 1, Block 5 River's Edge Subdivision Replat Two

Document or instrument number of previously recorded documents: N/A

OPTION

For and in consideration of Developer's obligations set forth in the Development Agreement executed by the Grantor and Grantee herein, dated _____, 2016 (hereinafter the "Agreement"), the CITY OF COUNCIL BLUFFS, IOWA, a municipality in the State of Iowa ("Grantor"), does hereby convey to RIVER'S EDGE APARTMENTS, L.L.C., an Iowa limited liability company ("Grantee"), an option to purchase the following described real estate in Pottawattamie County, Iowa:

Lot 1, Block 5 River's Edge Subdivision Replat Two.

("Option Property")

This Option is subject to all the terms, provisions, covenants, conditions and restrictions contained in the Agreement which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Option have the same meaning as assigned to them in the Agreement.

The Option shall forever and unequivocally terminate upon the earlier of: (1) December 31, 2019, or (2) an Event of Default under the Agreement. To exercise this Option, Grantee must enter into a detailed development agreement with the Grantor whereby Grantee agrees, among other things:

- (1) To pay Grantor a purchase price for the Option Property that is equal to or the greater than the greatest of: 1) \$3.50 per square foot; 2) the appraised value of the land; or 3) the price of any valid current bona fide third-party offer provided; and
- (2) To close on the acquisition of the Option Property within ninety (90) days after exercising this Option; and
- (3) To develop the Option Property consistent with the City's Master Plan for the River's Edge development area.

Grantee affirmatively states, and this Option is expressly conditioned upon the accuracy of such statement, that Broadmoor Development Company, a Nebraska corporation ("Broadmoor"), has affirmatively disclaimed any rights to the Option Property putatively acquired from any prior Memorandum of Understanding.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Option.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: _____, 2016.

By _____
Mayor

By: _____
City Clerk

STATE OF IOWA, COUNTY OF POTTAWATTAMIE:

On _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs Iowa, the municipal corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its City Council; and that the Mayor and City Clerk, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARY PUBLIC IN AND FOR SAID STATE

01292757-1\10342-129

(These agenda item(s) should be incorporated with the other items in your regular agenda and posted/published as required.)

Resolution No. 16-315
AGENDA ITEM(S)

Governmental Body: The City Council of the City of Council Bluffs, State of Iowa.
Date of Meeting: December 19, 2016.
Time of Meeting: 7:00 P.M.
Place of Meeting: Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Playland Park Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with River's Edge Apartments, L.L.C.
- Resolution making final determination on potential transfer of interests in real property to River's Edge Apartments, L.L.C. and taking additional action approving and authorizing execution of the Development Agreement by and between the City of Council Bluffs and River's Edge Apartments, L.L.C.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Council Bluffs, State of Iowa

December 19, 2016

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

Absent: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Development Agreement by and between the City of Council Bluffs and River's Edge Apartments, L.L.C., which Agreement includes the potential transfer of the City's interest in real property to River's Edge Apartments, L.L.C., and that notice of the proposed action by the Council to authorize said Development Agreement and potentially transfer real property thereunder had been published pursuant to the provisions of Section 364.4, 403.8, 403.9, and 384.83 of the Code of Iowa, as amended.

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

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled " Resolution making final determination on potential transfer of interests in real property to River's Edge Apartments, L.L.C. and taking additional action approving and authorizing execution of the Development Agreement by and between the City of Council Bluffs and River's Edge Apartments, L.L.C.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to institute proceedings to the meeting to be held at _____ .M. on the _____ day of _____, 2016, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted:

RESOLUTION MAKING FINAL DETERMINATION ON
POTENTIAL TRANSFER OF INTERESTS IN REAL
PROPERTY TO RIVER'S EDGE APARTMENTS, L.L.C. AND
TAKING ADDITIONAL ACTION APPROVING AND
AUTHORIZING EXECUTION OF THE DEVELOPMENT
AGREEMENT WITH RIVER'S EDGE APARTMENTS, L.L.C.

WHEREAS, by Resolution No. 03-138, adopted June 23, 2003, and amended by Amendment No. 1 in 2005, Amendment No. 2 in 2009, Amendment No. 3 in 2014, and Amendment No. 4 in 2016, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Playland Park Urban Renewal Plan (the "Plan") for the Playland Park Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from River's Edge Apartments, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property, comprised of three (3) separate Parcels located within the Playland Park Urban Renewal Area, as defined and legally described in the Agreement. The Minimum Improvements consist of the construction of townhomes, multi-family housing, and commercial space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will transfer the three Parcels to the Developer for the aggregate Purchase Price of \$1,019,494, subject to the terms and conditions set forth in the Agreement. The Agreement also proposes that the City will make up to eighteen (18) consecutive annual payments of Economic Development Grants to Developer with respect to each Parcel, consisting of 75% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements on each Parcel, the cumulative total for all such payments not to exceed the lesser of \$11,175,000 or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the aggregate, minimum actual value of the Minimum Improvements on all Parcels for tax purposes at not less than \$23,500,107; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, the Development Agreement includes an option for the Developer to acquire a fourth Parcel ("Option Parcel") from the City, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the Plan, as amended, provides for, among other things, the disposition of properties acquired for development or redevelopment as a proposed renewal action and authorizes the development of the Development Property as described in this Resolution; and

WHEREAS, Iowa Code chapter 403 authorizes cities to transfer property for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the terms of the Agreement satisfy the "fair market value" and "competitive bidding" requirements of Iowa Code Section 403.8; and

WHEREAS, in compliance with Sections 403.8, 364.6, and 364.7 of the Code of Iowa, the Council has set forth its proposal to dispose of interests in the Property, by publishing notice of a thirty day competitive bidding period followed by publication of notice of a public hearing on the Agreement; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to enter into a Development Agreement with River's Edge Apartments, L.L.C., and has considered the extent of objections received from residents or property owners as to the proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. The Council finds that disposal of interests in the Development Property and Option Parcel to Developer as set forth in the Agreement will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that transfer of the property will promote blight remediation and economic development in the City and that these benefits, together with the other consideration provided for in the Agreement, constitute fair consideration for the disposal of interests in the Development Property and Option Parcel under Section 403.8, Code of Iowa.

Section 2. The proposal to transfer the Development Property and interests in the Option Parcel to Developer pursuant to the terms of the proposed Agreement is hereby approved.

Section 3. That the performance by the City of its obligations under the Agreement, including but not limited to transferring the Development Property and interests in the Option Parcel to Developer in connection with the redevelopment of the Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the

City's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the City within the meaning of Chapter 403 of the Iowa Code.

Section 4. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 19th day of December, 2016.

Mayor

ATTEST:

City Clerk

COUNCIL COMMUNICATION

Department: Public Works Ordinance No. _____ First Reading December 19, 2016
Case/Project No.: PW 17-20 Resolution No. 16-316
Applicant: Matthew Cox, City Engineer

SUBJECT/TITLE

After the Public Hearing council consideration of a resolution approving the plans and specifications and authorizing the City Clerk to advertise for bids setting January 24, 2017 at 10:00 a.m. as the date and time for the bid opening for the West Broadway Reconstruction, Segment 1. Project # PW17-20.

BACKGROUND/DISCUSSION

- West Broadway is major arterial street and critical to the City’s roadway network. It serves as a significant commercial corridor and commuter route and its reconstruction is an essential part of the economic redevelopment plan for the west end of Council Bluffs. There is also a strong community desire to enhance the aesthetics of the corridor and to create a connection between the Playland Park development and downtown Council Bluffs.
- Segment 1 of the reconstruction project will completely rebuild West Broadway from 36th Street to 33rd Street including the replacement of pavement, traffic signals, street lights, sidewalks, and storm sewers with drainage improvements as a major objective. The project also includes streetscape amenities such as decorative pedestrian lights, brick paver bands behind the curbs and at intersections, ornamental fencing, ornamental arms for street lights, concrete pavers in crosswalks, decorative paving in the center turn lane and at key intersections, neighborhood masonry columns, and trees.
- Council Bluffs Water Works has significant facilities within West Broadway and replacement of the water main and service lines have been included in the project. The estimated reimbursable costs of the water main improvements are approximately \$600,000.
- As a condition of the Transfer of Jurisdiction, Iowa DOT will provide \$20 million in funding for assuming ownership of the roadway previously identified as US-6. An initial payment of \$10 million has been received. This project is included in the FY17 CIP with a budget of \$4,500,000 in IDOT funding and \$1,500,000 in sales tax funds. The Iowa West Foundation has agreed to provide funding for the streetscape amenities which are estimated to be approximately \$1,200,000. Construction costs for all project improvements are estimated to be 6,175,000.
- The Contract Documents include a special provision for incentives and disincentives. The maximum incentive payment to a contractor is \$200,000 for early completion.
- The project schedule is as follows:

| | |
|---------------------|-------------------|
| Hold Public Hearing | December 19, 2016 |
| Letting | January 24, 2017 |
| Award | February 13, 2017 |
| Construction Start | March 2017 |

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

RESOLUTION NO 16-316

**RESOLUTION APPROVING THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
WEST BROADWAY RECONSTRUCTION, SEGMENT 1
PROJECT #PW17-20**

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 West Broadway Reconstruction, Segment 1; and

WHEREAS, A Notice of Public Hearing was published as required by law, and a public hearing was held on December 19, 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 West Broadway Reconstruction, Segment 1 project and the City Clerk 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**

December 19, 2016

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, Deputy City Clerk

Council Communication

| | | | |
|----------------------------|-----------------------|--------------|----------|
| Department: Clerk's Office | Ordinance No. | Approved | 11/28/16 |
| Case/Project No. | Resolution No. 16-306 | Reconsidered | 12/19/16 |

Subject/Title

A RESOLUTION appointing Jodi Quakenbush to the position of City Clerk effective upon the retirement of current City Clerk, Marcia L. Worden. Compensation shall be established at Grade 27, Step 3 of the nonunion pay scale.

Background/Discussion

I am requesting that effective upon my retirement, Jodi Quakenbush shall be appointed to the position of City Clerk at Pay Grade 27, Step 3 of the non union pay scale; and that she be granted five days of administrative leave in accordance with City Personnel Policy 500.

2017 FY Salary Budget for Clerk's Office

| POSITION | SALARY | PAY GRADE/STEP | |
|-------------------|--------------|----------------|-----------------------|
| City Clerk | \$82,031.78 | NU 24/6 | |
| Deputy City Clerk | \$59,968.40 | NU 16/6 | (as of December 2016) |
| | \$142,000.18 | | |

Salary Study (pay as of August 2016)

| CITY | CLERK SALARY | POPULATION | |
|----------------|--------------|------------|-----------------------------|
| Sioux City | \$82,501.33 | 82,459 | |
| Iowa City | \$111,924.80 | 71,591 | |
| Waterloo | \$101,088 | 68,366 | Dual role Clerk/HR Director |
| Council Bluffs | \$82,031.78 | 61,969 | |
| Ames | \$91,009 | 61,792 | |
| Dubuque | \$95,817 | 58,253 | |
| Ankeny | \$100,044 | 54,598 | |
| Urbandale | \$89,649 | 41,776 | |

Proposed Salaries

| POSITION | SALARY | PAY GRADE/STEP | |
|--|--------------|----------------|--|
| City Clerk | \$79,753.25 | NU27/3 | Pay Range is \$72,337.98-\$92,323.53 |
| Administrative Sec. | \$41,820.55 | NU13/1 | Pay Range is \$41,820.55-\$53,374.76 |
| | \$121,573.80 | | Cost Savings of \$20,426.38 first year |
| Max Salaries in 6 years (less unknown cost of living increases) | \$145,698.29 | | In 6 years at max salaries only \$3,698.11 over current budget |

To serve the City and staff better, I'm also requesting Jodi Quakenbush be authorized to hire an Administrative Secretary position to replace the current Deputy City Clerk position and that she be authorized to start the Administrative Secretary position 2 weeks before my retirement. With a small office the overlap will greatly assist in training of the new employee.

Recommendation

The City Clerk is recommending approval of the Resolution.

Marcia L. Worden, Department Head Signature

Mayor Signature

RESOLUTION 16-306

A RESOLUTION TO APPOINT JODI QUAKENBUSH TO THE POSITION OF CITY CLERK.

WHEREAS, this resolution shall appoint Jodi Quakenbush to the position of City Clerk effective upon the retirement of current City Clerk Marcia L. Worden. Compensation shall be established at Grade 27, Step 3 of the nonunion pay scale; and

WHEREAS, as City Clerk, Jodi Quakenbush will be granted an additional five days of administrative leave on an annual basis beginning upon her appointment;

WHEREAS, Jodi Quakenbush shall be authorized to hire an Administrative Secretary position in the Clerk's Office to replace the current Deputy City Clerk position. The Clerk's Office is authorized to start the Administrative Secretary position 2 weeks before the retirement of Marcia L. Worden.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That effective upon the retirement of Marcy Worden, Jodi Quakenbush is hereby appointed to the position of City Clerk at pay grade 27, step 3 of the non union pay scale;

BE IT FURTHER RESOLVED

That effective upon appointment to City Clerk, Jodi Quakenbush is also hereby granted five days of administrative leave in accordance with City Personnel Policy 500;

BE IT FURTHER RESOLVED

Jodi Quakenbush shall be authorized to hire an Administrative Secretary position in the Clerk's Office to replace the current Deputy City Clerk position. The Clerk's Office is authorized to start the Administrative Secretary Position 2 weeks before the retirement of Marcia L. Worden.

ADOPTED AND APPROVED

November 28, 2016

RECONSIDERED AND APPROVED

December 19, 2016

Matthew J. Walsh,

Mayor

ATTEST:

Jodi Quakenbush,

Deputy City Clerk

Council Communication
December 19, 2016
City Council Meeting

| | | |
|---|------------------------|--------------------------|
| Department: Finance | Ordinance No. | Council Action: 12-19-16 |
| Applicant: Patricia L. Hendrix | Resolution No. 16-317_ | |
| Subject/Title | | |
| Council resolution approving the Annual Financial Report for fiscal year ending June 30, 2016. | | |
| Background/Discussion | | |
| <p>The annual financial report for the city of Council Bluffs for the year ending June 30, 2016 was published in the Council Bluffs Daily Nonpareil on December 1, 2016.</p> <p>The City of Council Bluffs is required to submit its annual financial report with the Auditor of the State of Iowa.</p> | | |
| Recommendation | | |
| Adoption of a resolution approving the City of Council Bluffs' annual financial report for the fiscal year ending June 30, 2016. | | |

 Patricia L. Hendrix, Auditor

 Matthew J. Walsh, Mayor

STATE OF IOWA
2016
FINANCIAL REPORT
FISCAL YEAR ENDED
JUNE 30, 2016
COUNCIL BLUFFS
CITY OF COUNCIL BLUFFS, IOWA
DUE: December 1, 2016

16207800400000
City of Council Bluffs
209 Pearl Street
Council Bluffs, Iowa 51503-0826

(Please correct any error in name, address, and ZIP Code)

WHEN COMPLETED, PLEASE RETURN TO
Mary Mosiman, CPA
Office of Auditor of State
Lucas State Office Building
321 E. 12th Street, 2nd Floor
Des Moines, IA 50319

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS

| Item description | Governmental (a) | Proprietary (b) | Total actual (c) | Budget (d) |
|---|------------------|-----------------|------------------|-------------|
| Revenues and Other Financing Sources | | | | |
| Taxes levied on property | 40,252,746 | | 40,252,746 | 40,380,508 |
| Less: Uncollected property taxes-levy year | 0 | | 0 | |
| Net current property taxes | 40,252,746 | | 40,252,746 | 40,380,508 |
| Delinquent property taxes | 23,232 | | 23,232 | 0 |
| TIF revenues | 4,845,542 | | 4,845,542 | 5,712,797 |
| Other city taxes | 18,238,767 | 0 | 18,238,767 | 19,038,979 |
| Licenses and permits | 4,317,612 | 0 | 4,317,612 | 4,405,180 |
| Use of money and property | 972,078 | 7,065 | 979,143 | 921,426 |
| Intergovernmental | 31,153,186 | 0 | 31,153,186 | 20,553,611 |
| Charges for fees and service | 8,201,410 | 10,970,396 | 19,171,796 | 20,564,881 |
| Special assessments | 304,272 | 0 | 304,272 | 171,000 |
| Miscellaneous | 10,640,789 | 639,057 | 11,279,846 | 13,524,758 |
| Other financing sources | 2,444,419 | 9,109,379 | 11,553,798 | 28,105,554 |
| Total revenues and other sources | 121,364,033 | 20,725,867 | 142,119,920 | 153,378,694 |
| Expenditures and Other Financing Uses | | | | |
| Public safety | 32,951,304 | 0 | 32,951,304 | 32,473,181 |
| Public works | 13,006,547 | 0 | 13,006,547 | 11,081,450 |
| Health and social services | 700,896 | 0 | 700,896 | 767,048 |
| Culture and recreation | 13,215,594 | 0 | 13,215,594 | 13,195,756 |
| Community and economic development | 8,064,247 | 0 | 8,064,247 | 9,049,761 |
| General government | 14,764,870 | 0 | 14,764,870 | 12,015,371 |
| Debt service | 14,199,729 | 0 | 14,199,729 | 14,244,699 |
| Capital projects | 31,463,466 | 0 | 31,463,466 | 31,201,000 |
| Total governmental activities expenditures | 128,366,653 | 0 | 128,366,653 | 124,028,266 |
| Business type activities | 0 | 14,893,780 | 14,893,780 | 15,856,211 |
| Total ALL expenditures | 128,366,653 | 14,893,780 | 143,260,433 | 139,884,477 |
| Other financing uses, including transfers out | 2,444,419 | 0 | 2,444,419 | 15,786,554 |
| Total ALL expenditures/And other financing uses | 130,811,072 | 14,893,780 | 145,704,852 | 155,671,031 |
| Excess revenues and other sources over (Under) Expenditures/And other financing uses | -9,417,039 | 5,832,107 | -3,584,932 | -2,292,337 |
| Beginning fund balance July 1, 2015 | 55,968,625 | 150,699,396 | 206,668,021 | 189,332,710 |
| Ending fund balance June 30, 2016 | 46,551,586 | 156,531,503 | 203,083,089 | 167,040,373 |

Note - These balances do not include \$ _____ held in non-budgeted internal service funds; \$ _____ held in Pension Trust Funds; \$ _____ held in Private Purpose Trust funds and \$ _____ held in agency funds which were not budgeted and are not available for city operations.

| Indebtedness at June 30, 2016 | Amount - Omit cents | Indebtedness at June 30, 2016 | Amount - Omit cents |
|-------------------------------|---------------------|-------------------------------|---------------------|
| General obligation debt | \$ 40,535,000 | Other long-term debt | \$ 8,948,119 |
| Revenue debt | \$ 4,738,340 | Short-term debt | \$ 0 |
| TIF Revenue debt | \$ 3,564,851 | General obligation debt limit | \$ 229,943,028 |

CERTIFICATION

THE FOREGOING REPORT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

| | | | | |
|--|-------------|-----------------------|---|-----------|
| Signature of city clerk | | Date Published/Posted | Mark (X) one <input type="checkbox"/> Date Published <input type="checkbox"/> Date Posted | |
| Printed name of city clerk | Telephone → | Area Code | Number | Extension |
| Signature of Mayor or other City official (Name and Title) | | | Date signed | |

PLEASE PUBLISH THIS PAGE ONLY

| STATE OF IOWA 2016 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2016 CITY OF COUNCIL BLUFFS, IOWA | | 16207800400000 City of Council Bluffs 209 Pearl Street Council Bluffs, Iowa 51603-0826 | | |
|---|---|---|---|--------------------|
| ALL FUNDS | | | | |
| Item description | Governmental (a) | Proprietary (b) | Total actual (c) | Budget (d) |
| Revenues and Other Financing Sources | | | | |
| Taxes levied on property | 40,252,746 | | 40,252,746 | 40,380,508 |
| Less: Uncollected property taxes-levy year | 0 | | 0 | 0 |
| Net current property taxes | 40,252,746 | | 40,252,746 | 40,380,508 |
| Delinquent property taxes | 23,232 | | 23,232 | 0 |
| TIF revenues | 4,845,542 | | 4,845,542 | 5,712,797 |
| Other city taxes | 18,238,767 | 0 | 18,238,767 | 19,038,979 |
| Licenses and permits | 4,317,612 | 0 | 4,317,612 | 4,405,180 |
| Use of money and property | 972,078 | 7,065 | 979,143 | 921,426 |
| Intergovernmental | 31,153,166 | 0 | 31,153,166 | 20,553,611 |
| Charges for fees and service | 8,201,410 | 10,970,388 | 19,171,798 | 20,564,881 |
| Special assessments | 304,272 | 0 | 304,272 | 171,000 |
| Miscellaneous | 10,640,789 | 639,057 | 11,279,846 | 13,524,758 |
| Other financing sources | 2,444,419 | 9,109,379 | 11,553,798 | 28,105,554 |
| Total revenues and other sources | 121,394,033 | 20,725,867 | 142,119,920 | 153,378,694 |
| Expenditures and Other Financing Uses | | | | |
| Public safety | 32,951,304 | 0 | 32,951,304 | 32,473,181 |
| Public works | 13,006,547 | 0 | 13,006,547 | 11,081,460 |
| Health and social services | 700,896 | 0 | 700,896 | 767,048 |
| Culture and recreation | 13,215,594 | 0 | 13,215,594 | 13,195,756 |
| Community and economic development | 8,064,247 | 0 | 8,064,247 | 9,049,781 |
| General government | 14,764,870 | 0 | 14,764,870 | 12,015,371 |
| Debt service | 14,199,729 | 0 | 14,199,729 | 14,244,689 |
| Capital projects | 31,463,466 | 0 | 31,463,466 | 31,201,000 |
| Total governmental activities expenditures | 128,366,653 | 0 | 128,366,653 | 124,028,266 |
| Business type activities | 0 | 14,893,780 | 14,893,780 | 15,856,211 |
| Total ALL expenditures | 128,366,653 | 14,893,780 | 143,260,433 | 139,884,477 |
| Other financing uses, including transfers out | 2,444,419 | 0 | 2,444,419 | 15,786,554 |
| Total ALL expenditures/And other financing uses | 130,811,072 | 14,893,780 | 145,704,852 | 155,671,031 |
| Excess revenues and other sources over (under) Expenditures/And other financing uses | -9,417,039 | 5,832,107 | -3,584,932 | -2,292,337 |
| Beginning fund balance July 1, 2015 | 55,968,625 | 150,699,396 | 206,668,021 | 189,332,710 |
| Ending fund balance June 30, 2016 | 46,551,586 | 156,531,503 | 203,083,089 | 187,040,373 |
| Note - These balances do not include | | | | |
| | \$0 | held in non-budgeted internal service funds; | \$0 | |
| | held in Pension Trust Funds; | \$0 | held in Private Purpose Trust Funds and | \$0 |
| | held in agency funds which were not budgeted and are not available for city operations. | | | |
| Indebtedness at June 30, 2016 | | | | |
| General obligation debt | \$40,535,000 | Other long-term debt | | \$8,948,119 |
| Revenue debt | \$4,738,340 | Short-term debt | | \$0 |
| TIF Revenue debt | \$3,564,951 | | | |
| | | General Obligation Debt Limit | | \$229,943,028 |

| Part I | | REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 | | | | | CITY OF COUNCIL BLUFFS | | | | | <input checked="" type="checkbox"/> GAAP Indicate by entering an X in the appropriate box on this sheet ONLY | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|---|--|---------------------|-------------------------|------------------|----------------------|------------------------|---|-----------------|------|--|---|--|--|--|
| Line No. | Item description | General (a) | Special revenue (b) | TIF special revenue (c) | Debt service (d) | Capital projects (e) | Permanent (f) | Total governmental (Sum of cols. (a) through (f)) (g) | Proprietary (h) | Code | GRAND TOTAL (Sum of cols. (g) and (h)) (i) | Line No. | | | |
| 1 | Section A - TAXES | | | | | | | | | | | 1 | | | |
| 2 | Taxes levied on property | 34,415,722 | | | 5,837,024 | | | 40,252,746 | | | 40,252,746 | 2 | | | |
| 3 | Less: Uncollected property taxes - Levy year | | | | | | | 0 | | | 0 | 3 | | | |
| 4 | Net current property taxes | 34,415,722 | 0 | | 5,837,024 | 0 | | 40,252,746 | | T01 | 40,252,746 | 4 | | | |
| 5 | Delinquent property taxes | 19,716 | | | 3,516 | | | 23,232 | | T01 | 23,232 | 5 | | | |
| 6 | Total property tax | 34,435,438 | 0 | | 5,840,540 | 0 | 0 | 40,275,978 | | | 40,275,978 | 6 | | | |
| 7 | TIF revenues | | | 4,845,542 | | | | 4,845,542 | | T01 | 4,845,542 | 7 | | | |
| 8 | Other city taxes | | | | | | | | | | | | | | |
| 8 | Utility tax replacement excise taxes | 3,254,258 | | | 521,107 | | | 3,775,365 | | T15 | 3,775,365 | 8 | | | |
| 9 | Utility franchise tax (Chapter 364.2, Code of Iowa) | | | | | | | 0 | | T15 | 0 | 9 | | | |
| 10 | Parimutuel wager tax | 42,382 | | | | | | 42,382 | | C30 | 42,382 | 10 | | | |
| 11 | Gaming wager tax | 3,036,725 | | | | | | 3,036,725 | | C30 | 3,036,725 | 11 | | | |
| 12 | Mobile home tax | | | | | | | 0 | | T19 | 0 | 12 | | | |
| 13 | Hotel/motel tax | 2,805,846 | | | | | | 2,805,846 | | T19 | 2,805,846 | 13 | | | |
| 14 | Other local option taxes | | 8,373,886 | 204,563 | | | | 8,578,449 | | T09 | 8,578,449 | 14 | | | |
| 15 | TOTAL OTHER CITY TAXES | 9,139,211 | 8,373,886 | 204,563 | 521,107 | 0 | 0 | 18,238,767 | 0 | | 18,238,767 | 15 | | | |
| 16 | Section B - LICENSES AND PERMITS | 4,210,652 | 106,960 | | | | | 4,317,612 | | T29 | 4,317,612 | 16 | | | |
| 17 | Section C - USE OF MONEY AND PROPERTY | | | | | | | | | | | 17 | | | |
| 18 | Interest | 236,420 | 456 | 0 | 10,875 | | | 247,751 | | U20 | 247,751 | 18 | | | |
| 19 | Rents and royalties | 54,728 | 669,599 | | | | | 724,327 | 7,065 | U40 | 731,392 | 19 | | | |
| 20 | Other miscellaneous use of money and property | | | | | | | 0 | | U20 | 0 | 20 | | | |
| 21 | | | | | | | | 0 | | | 0 | 21 | | | |
| 22 | TOTAL USE OF MONEY AND PROPERTY | 291,148 | 670,055 | 0 | 10,875 | 0 | 0 | 972,078 | 7,065 | | 979,143 | 22 | | | |
| 23 | | | | | | | | | | | | 23 | | | |
| 24 | Section D - INTERGOVERNMENTAL | | | | | | | | | | | 24 | | | |
| 25 | | | | | | | | | | | | 25 | | | |
| 26 | Federal grants and reimbursements | | | | | | | | | | | 26 | | | |
| 27 | Federal grants | 2,354,051 | 3,982,208 | | 81,134 | 2,426,347 | | 8,843,740 | | B89 | 8,843,740 | 27 | | | |
| 28 | Community development block grants | 165,459 | | | | | | 165,459 | | B50 | 165,459 | 28 | | | |
| 29 | Housing and urban development | 205,102 | | | | 941,016 | | 1,146,118 | | B50 | 1,146,118 | 29 | | | |
| 30 | Public assistance grants | 0 | | | | | | 0 | | B79 | 0 | 30 | | | |
| 31 | Payment in lieu of taxes | 27,009 | | | 4,325 | | | 31,334 | | B30 | 31,334 | 31 | | | |
| 32 | | | | | | | | 0 | | | 0 | 32 | | | |
| 33 | Total Federal grants and reimbursements | 2,751,621 | 3,982,208 | 0 | 85,459 | 3,367,363 | 0 | 10,186,651 | 0 | | 10,186,651 | 33 | | | |
| 34 | | | | | | | | | | | | 34 | | | |
| 35 | | | | | | | | | | | | 35 | | | |
| 36 | | | | | | | | | | | | 36 | | | |
| 37 | | | | | | | | | | | | 37 | | | |
| 38 | | | | | | | | | | | | 38 | | | |
| 39 | | | | | | | | | | | | 39 | | | |
| 40 | | | | | | | | | | | | 40 | | | |

Continued on next page

| Part I | | REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 -- Continued | | | | | CITY OF COUNCIL BLUFFS | | | | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|--|---|------------------------|----------------------------|---------------------|-------------------------|------------------------|---|--------------------|------|--|--|--|--|--|
| Line No. | Item description | General (a) | Special revenue (b) | TIF special revenue (c) | Debt service (d) | Capital projects (e) | Permanent (f) | Total governmental (Sum of cols. (a) through (f)) (g) | Proprietary (h) | Code | GRAND TOTAL (Sum of cols. (g) and (h)) (i) | Line No. | | | |
| 41 | Section D - INTERGOVERNMENTAL - Continued | | | | | | | | | | | 41 | | | |
| 42 | | | | | | | | | | | | 42 | | | |
| 43 | State shared revenues | | | | | | | | | | | 43 | | | |
| 44 | Road use taxes | | 7,744,139 | | | | | 7,744,139 | | C46 | 7,744,139 | 44 | | | |
| 45 | | | | | | | | | | | | 45 | | | |
| 46 | | | | | | | | | | | | 46 | | | |
| 47 | | | | | | | | | | | | 47 | | | |
| 48 | Other state grants and reimbursements | | | | | | | | | | | 48 | | | |
| 49 | State grants | 147,007 | 1,695,000 | | | 9,954,648 | | 11,796,655 | | C89 | 11,796,655 | 49 | | | |
| 50 | Iowa Department of Transportation | | | | | 0 | | 0 | | C89 | 0 | 50 | | | |
| 51 | Iowa Department of Natural Resources | | | | | | | 0 | | C89 | 0 | 51 | | | |
| 52 | Iowa Economic Development Authority | | 100,000 | | | | | 100,000 | | C89 | 100,000 | 52 | | | |
| 53 | CEBA grants | | 278,476 | | | | | 278,476 | | C89 | 278,476 | 53 | | | |
| 54 | Commercial & Industrial Replacement Claim | | 6,944 | | 304,729 | | | 311,673 | | C89 | 311,673 | 54 | | | |
| 55 | | | | | | | | 0 | | | 0 | 55 | | | |
| 56 | | | | | | | | 0 | | | 0 | 56 | | | |
| 57 | | | | | | | | 0 | | | 0 | 57 | | | |
| 58 | | | | | | | | 0 | | | 0 | 58 | | | |
| 59 | | | | | | | | 0 | | | 0 | 59 | | | |
| 60 | Total state | 147,007 | 9,824,559 | 0 | 304,729 | 9,954,648 | 0 | 20,230,943 | 0 | | 20,230,943 | 60 | | | |
| 61 | | | | | | | | | | | | 61 | | | |
| 62 | Local grants and reimbursements | | | | | | | | | | | 62 | | | |
| 63 | County contributions | | 96,280 | | | | | 96,280 | | | 96,280 | 63 | | | |
| 64 | Library service | 243,059 | | | | | | 243,059 | | D89 | 243,059 | 64 | | | |
| 65 | Township contributions | | | | | | | 0 | | D89 | 0 | 65 | | | |
| 66 | Fire/EMT service | | | | | | | 0 | | D89 | 0 | 66 | | | |
| 67 | School Liaison Program | 396,233 | | | | | | 396,233 | | D89 | 396,233 | 67 | | | |
| 68 | | | | | | | | 0 | | | 0 | 68 | | | |
| 69 | | | | | | | | 0 | | | 0 | 69 | | | |
| 70 | Total local grants and reimbursements | 639,292 | 96,280 | 0 | 0 | 0 | 0 | 735,572 | 0 | | 735,572 | 70 | | | |
| 71 | TOTAL INTERGOVERNMENTAL (Sum of lines 33, 60, and 70) | 3,537,920 | 13,903,047 | 0 | 390,188 | 13,322,011 | 0 | 31,153,166 | 0 | | 31,153,166 | 71 | | | |
| 72 | Section E - CHARGES FOR FEES AND SERVICE | | | | | | | | | | | 72 | | | |
| 73 | Water | | | | | | | 0 | | A91 | 0 | 73 | | | |
| 74 | Sewer | | | | | | | 0 | 5,911,338 | A80 | 5,911,338 | 74 | | | |
| 75 | Electric | | | | | | | 0 | | A92 | 0 | 75 | | | |
| 76 | Gas | | | | | | | 0 | | A93 | 0 | 76 | | | |
| 77 | Parking | 206,287 | | | | | | 206,287 | | A80 | 206,287 | 77 | | | |
| 78 | Airport | | | | | | | 0 | | A01 | 0 | 78 | | | |
| 79 | Landfill/garbage | | | | | | | 0 | 5,059,048 | A81 | 5,059,048 | 79 | | | |
| 80 | Hospital | | | | | | | 0 | | A36 | 0 | 80 | | | |

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| Part I | REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 - Continued | | | | | | CITY OF COUNCIL BLUFFS | | | | | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|--|------------------|------------------|---------------------|--------------|------------------|------------------------|---|-------------------|------------|--|------------|--|--|--|--|
| Line No. | Item description | General | Special revenue | TIF special revenue | Debt service | Capital projects | Permanent | Total governmental (Sum of cols. (a) through (f)) | Proprietary | Code | GRAND TOTAL (Sum of cols. (g) and (h)) | Line No. | | | | |
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | | (i) | | | | | |
| 81 | Section E - CHARGES FOR FEES AND SERVICE - Continued | | | | | | | | | | | 81 | | | | |
| 82 | Transit | 183,172 | | | | | | 183,172 | | A94 | 183,172 | 82 | | | | |
| 83 | Cable TV | | | | | | | 0 | | T15 | 0 | 83 | | | | |
| 84 | Internet | | | | | | | 0 | | A03 | 0 | 84 | | | | |
| 85 | Telephone | | | | | | | 0 | | A03 | 0 | 85 | | | | |
| 86 | Housing authority | | | | | | | 0 | | A50 | 0 | 86 | | | | |
| 87 | Storm water | | | | | | | 0 | | A80 | 0 | 87 | | | | |
| 88 | Other: | | | | | | | | | | | 88 | | | | |
| 89 | Nursing home | | | | | | | 0 | | A89 | 0 | 89 | | | | |
| 90 | Police service fees | 458,897 | | | | | | 458,897 | | A89 | 458,897 | 90 | | | | |
| 91 | Prisoner care | | | | | | | 0 | | A89 | 0 | 91 | | | | |
| 92 | Fire service charges | 128,781 | | | | | | 128,781 | | A89 | 128,781 | 92 | | | | |
| 93 | Ambulance charges | 1,509,508 | | | | | | 1,509,508 | | A89 | 1,509,508 | 93 | | | | |
| 94 | Sidewalk street repair charges | | 4,441 | | | | | 4,441 | | A44 | 4,441 | 94 | | | | |
| 95 | Housing and urban renewal charges | | 5,010 | | | | | 5,010 | | A50 | 5,010 | 95 | | | | |
| 96 | River port and terminal fees | | | | | | | 0 | | A87 | 0 | 96 | | | | |
| 97 | Public scales | | | | | | | 0 | | A89 | 0 | 97 | | | | |
| 98 | Cemetery charges | | | | | | | 0 | | A03 | 0 | 98 | | | | |
| 99 | Library charges | | | | | | | 0 | | A89 | 0 | 99 | | | | |
| 100 | Park, recreation, and cultural charges | 1,153,326 | | | | | | 1,153,326 | | A61 | 1,153,326 | 100 | | | | |
| 101 | Animal control charges | 8,764 | | | | | | 8,764 | | A89 | 8,764 | 101 | | | | |
| 102 | Other charges - Specify | 620,791 | | | | | | 620,791 | | | 620,791 | 102 | | | | |
| 103 | Mid America Center | 3,922,433 | | | | | | 3,922,433 | | | 3,922,433 | 103 | | | | |
| 104 | TOTAL CHARGES FOR SERVICE | 8,191,959 | 9,451 | 0 | 0 | 0 | 0 | 8,201,410 | 10,970,386 | | 19,171,796 | 104 | | | | |
| 105 | | | | | | | | | | | | 105 | | | | |
| 106 | Section F - SPECIAL ASSESSMENTS | | 304,272 | | | | | 304,272 | | U01 | 304,272 | 106 | | | | |
| 107 | Section G - MISCELLANEOUS | | | | | | | | | | | 107 | | | | |
| 108 | Contributions | 2,916 | 381,373 | | | | | 384,289 | 3,780 | U99 | 388,069 | 108 | | | | |
| 109 | Deposits and sales/fuel tax refunds | | | | | | | 0 | | U99 | 0 | 109 | | | | |
| 110 | Sale of property and merchandise | 239,502 | 29,236 | | | 253,914 | | 522,652 | 625,777 | U11 | 1,148,429 | 110 | | | | |
| 111 | Fines | 1,234,961 | | | | | | 1,234,961 | | U30 | 1,234,961 | 111 | | | | |
| 112 | Internal service charges | | | | | | | 0 | | NR | 0 | 112 | | | | |
| 113 | Other miscellaneous - Specify | | | | | | | 0 | | | 0 | 113 | | | | |
| 114 | Non-governmental grants | 846,456 | 2,314,467 | | | 3,148,860 | | 6,309,783 | 4,500 | | 6,314,283 | 114 | | | | |
| 115 | Water Works portion of projects | | 126,472 | | | 116,687 | | 243,159 | | | 243,159 | 115 | | | | |
| 116 | Insurance Settlements | 17,374 | | | | | | 17,374 | | | 17,374 | 116 | | | | |
| 117 | Forfeited Assets | | | | | | | 0 | | | 0 | 117 | | | | |
| 118 | Other Payments | 1,451,735 | 64,489 | | | 408,347 | | 1,924,571 | | | 1,924,571 | 118 | | | | |
| 119 | State Grant | | | 4,000 | | | | 4,000 | 5,000 | | 9,000 | 119 | | | | |
| 120 | TOTAL MISCELLANEOUS | 3,792,944 | 2,916,037 | 4,000 | 0 | 3,927,808 | 0 | 10,640,789 | 639,057 | | 11,279,846 | 120 | | | | |

| Part I | | REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 -- Continued | | | | | CITY OF COUNCIL BLUFFS | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|--|---|-----------------|---------------------|--------------|------------------|------------------------|---|--|------|--|----------|
| Line No. | Item description | General | Special revenue | TIF special revenue | Debt service | Capital projects | Permanent | Total governmental (Sum of cols. (a) through (f)) (g) | Proprietary | Code | GRAND TOTAL (Sum of cols. (g) and (h)) (i) | Line No. |
| | | (a) | (b) | (c) | (d) | (e) | (f) | | (h) | | | |
| 121 | TOTAL ALL REVENUES (Sum of lines 6, 7, 15,16,22 71, 104, 106, and 120) | 63,599,272 | 26,283,708 | 5,054,105 | 6,762,710 | 17,249,819 | 0 | 118,949,614 | 11,616,508 | | 130,566,122 | 121 |
| 122 | | | | | | | | | | | | 122 |
| 123 | Section H - OTHER FINANCING SOURCES | | | | | | | | | | | 123 |
| 124 | Proceeds of capital asset sales | | | | | | | 0 | 32,848 | NR | 32,848 | 124 |
| 125 | Proceeds of long-term debt (Excluding TIF internal borrowing) | | | | | | | 0 | | NR | 0 | 125 |
| 126 | Proceeds of anticipatory warrants or other short-term debt | | | | | | | 0 | | A89 | 0 | 126 |
| 127 | Regular transfers in and interfund loans | | 555,555 | | | 4,401 | | 559,956 | 0 | | 559,956 | 127 |
| 128 | Internal TIF loans and transfers in | | 787,458 | | 509,771 | 587,234 | | 1,884,463 | | | 1,884,463 | 128 |
| 129 | Donated Infrastructure from Government Funds | | | | | | | 0 | 9,076,531 | | 9,076,531 | 129 |
| 130 | | | | | | | | 0 | | | 0 | 130 |
| 131 | TOTAL OTHER FINANCING SOURCES | 0 | 1,343,013 | 0 | 509,771 | 591,635 | 0 | 2,444,419 | 9,109,379 | | 11,553,798 | 131 |
| 132 | TOTAL REVENUES except for beginning balances (Sum of lines 121 and 131) | 63,599,272 | 27,626,721 | 5,054,105 | 7,272,481 | 17,841,454 | 0 | 121,394,033 | 20,725,887 | | 142,119,920 | 132 |
| 133 | | | | | | | | | | | | 133 |
| 134 | Beginning fund balance July 1, 2015 | 21,424,723 | 22,440,537 | 689,590 | 4,771,739 | 6,842,036 | | 55,968,625 | 150,699,396 | | 206,668,021 | 134 |
| 135 | | | | | | | | | | | | 135 |
| 136 | TOTAL REVENUES AND OTHER FINANCING SOURCES (Sum of lines 132 and 134) | 85,023,995 | 50,067,258 | 5,743,695 | 12,044,220 | 24,483,490 | 0 | 177,362,658 | 171,425,283 | | 348,787,941 | 136 |
| 137 | | | | | | | | | | | | 137 |
| 138 | | | | | | | | | | | | 138 |
| 139 | | | | | | | | | | | | 139 |
| 140 | | | | | | | | | | | | 140 |
| 141 | | | | | | | | | | | | 141 |
| 142 | | | | | | | | | | | | 142 |
| 143 | | | | | | | | | | | | 143 |
| 144 | | | | | | | | | | | | 144 |
| 145 | | | | | | | | | | | | 145 |
| 146 | | | | | | | | | | | | 146 |
| 147 | | | | | | | | | | | | 147 |
| 148 | | | | | | | | | | | | 148 |
| 149 | | | | | | | | | | | | 149 |
| 150 | | | | | | | | | | | | 150 |
| 151 | | | | | | | | | | | | 151 |
| 152 | | | | | | | | | | | | 152 |
| 153 | | | | | | | | | | | | 153 |
| 154 | | | | | | | | | | | | 154 |
| 155 | | | | | | | | | | | | 155 |
| 156 | | | | | | | | | | | | 156 |
| 157 | | | | | | | | | | | | 157 |
| 158 | | | | | | | | | | | | 158 |
| 159 | | | | | | | | | | | | 159 |

8B

| Part II | | EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 | | | | | CITY OF COUNCIL BLUFFS | | | | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|--|---|---------------------|-------------------------|------------------|----------------------|------------------------|---|-----------------|------|-----------------------------------|--|--|--|--|
| Line No. | Item description | General (a) | Special revenue (b) | TIF special revenue (c) | Debt service (d) | Capital projects (e) | Permanent (f) | Total governmental (Sum of cols. (a) through (f)) (g) | Proprietary (h) | Code | GRAND TOTAL (Sum of col. (g)) (i) | Line No. | | | |
| 1 | Section A — PUBLIC SAFETY | | | | | | | | | | | 1 | | | |
| 2 | Police department/Crime prevention — Current operation | 17,696,249 | | | | | | 17,696,249 | | E62 | 17,696,249 | 2 | | | |
| 3 | Purchase of land and equipment | | | | | | | 0 | | G62 | 0 | 3 | | | |
| 4 | Construction | | | | | | | 0 | | F62 | 0 | 4 | | | |
| 5 | Jail — Current operation | | | | | | | 0 | | E04 | 0 | 5 | | | |
| 6 | Purchase of land and equipment | | | | | | | 0 | | G04 | 0 | 6 | | | |
| 7 | Construction | | | | | | | 0 | | F04 | 0 | 7 | | | |
| 8 | Emergency management — Current operation | 13,291 | | | | | | 13,291 | | E89 | 13,291 | 8 | | | |
| 9 | Purchase of land and equipment | | | | | | | 0 | | G89 | 0 | 9 | | | |
| 10 | Flood control — Current operation | 96,359 | 151,558 | | | | | 247,917 | | E59 | 247,917 | 10 | | | |
| 11 | Purchase of land and equipment | | | | | | | 0 | | G59 | 0 | 11 | | | |
| 12 | Construction | | | | | | | 0 | | F59 | 0 | 12 | | | |
| 13 | Fire department — Current operation | 11,335,686 | | | | | | 11,335,686 | | E24 | 11,335,686 | 13 | | | |
| 14 | Purchase of land and equipment | | | | | | | 0 | | G24 | 0 | 14 | | | |
| 15 | Construction | | | | | | | 0 | | F24 | 0 | 15 | | | |
| 16 | Ambulance — Current operation | 2,056,467 | | | | | | 2,056,467 | | E32 | 2,056,467 | 16 | | | |
| 17 | Purchase of land and equipment | | | | | | | 0 | | G32 | 0 | 17 | | | |
| 18 | Building inspections — Current operation | 1,019,191 | | | | | | 1,019,191 | | E66 | 1,019,191 | 18 | | | |
| 19 | Purchase of land and equipment | | | | | | | 0 | | G66 | 0 | 19 | | | |
| 20 | Construction | | | | | | | 0 | | F66 | 0 | 20 | | | |
| 21 | Miscellaneous protective services — Current operation | | | | | | | 0 | | E66 | 0 | 21 | | | |
| 22 | Purchase of land and equipment | | | | | | | 0 | | G66 | 0 | 22 | | | |
| 23 | Construction | | | | | | | 0 | | F66 | 0 | 23 | | | |
| 24 | Animal control — Current operation | 582,503 | | | | | | 582,503 | | E32 | 582,503 | 24 | | | |
| 25 | Purchase of land and equipment | | | | | | | 0 | | G32 | 0 | 25 | | | |
| 26 | Construction | | | | | | | 0 | | F32 | 0 | 26 | | | |
| 27 | Other public safety — Current operation | | | | | | | 0 | | E89 | 0 | 27 | | | |
| 28 | Purchase of land and equipment | | | | | | | 0 | | G89 | 0 | 28 | | | |
| 29 | | | | | | | | 0 | | | 0 | 29 | | | |
| 30 | | | | | | | | 0 | | | 0 | 30 | | | |
| 31 | | | | | | | | 0 | | | 0 | 31 | | | |
| 32 | | | | | | | | 0 | | | 0 | 32 | | | |
| 33 | | | | | | | | 0 | | | 0 | 33 | | | |
| 34 | | | | | | | | 0 | | | 0 | 34 | | | |
| 35 | | | | | | | | 0 | | | 0 | 35 | | | |
| 36 | | | | | | | | 0 | | | 0 | 36 | | | |
| 37 | | | | | | | | 0 | | | 0 | 37 | | | |
| 38 | | | | | | | | 0 | | | 0 | 38 | | | |
| 39 | | | | | | | | 0 | | | 0 | 39 | | | |
| 40 | TOTAL PUBLIC SAFETY | 32,799,746 | 151,558 | | | | | 32,951,304 | | | 32,951,304 | 40 | | | |

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| Part II | | EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 - Continued | | | | | CITY OF COUNCIL BLUFFS | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|--|---|---------------------|-------------------------|------------------|----------------------|------------------------|---|--|------|--|-----------|
| Line No. | Item description | General (a) | Special revenue (b) | TIF special revenue (c) | Debt service (d) | Capital projects (e) | Permanent (f) | Total governmental (Sum of cols. (a) through (f)) (g) | Proprietary (h) | Code | GRAND TOTAL (Sum of col. (g)) (i) | Line No. |
| 41 | Section B — PUBLIC WORKS | | | | | | | | | | | 41 |
| 42 | Roads, bridges, sidewalks — Current operation | | 5,374,598 | | | | | 5,374,598 | | E44 | 5,374,598 | 42 |
| 43 | Purchase of land and equipment | | | | | | | 0 | | G44 | 0 | 43 |
| 44 | Construction | | | | | | | 0 | | F44 | 0 | 44 |
| 45 | Parking meter and off-street — Current operation | 103,245 | | | | | | 103,245 | | E60 | 103,245 | 45 |
| 46 | Purchase of land and equipment | | | | | | | 0 | | G60 | 0 | 46 |
| 47 | Construction | | | | | | | 0 | | F60 | 0 | 47 |
| 48 | Street lighting — Current operation | | 239,889 | | | | | 239,889 | | E44 | 239,889 | 48 |
| 49 | Traffic control safety — Current operation | | 1,235,689 | | | | | 1,235,689 | | E44 | 1,235,689 | 49 |
| 50 | Purchase of land and equipment | | | | | | | 0 | | G44 | 0 | 50 |
| 51 | Construction | | | | | | | 0 | | F44 | 0 | 51 |
| 52 | Snow removal — Current operation | | | | | | | 0 | | E44 | 0 | 52 |
| 53 | Purchase of land and equipment | | | | | | | 0 | | G44 | 0 | 53 |
| 54 | Highway engineering — Current operation | | 447,838 | | | | | 447,838 | | E44 | 447,838 | 54 |
| 55 | Purchase of land and equipment | | | | | | | 0 | | G44 | 0 | 55 |
| 56 | Construction | | | | | | | 0 | | F44 | 0 | 56 |
| 57 | Street cleaning — Current operation | | 87,521 | | | | | 87,521 | | E81 | 87,521 | 57 |
| 58 | Purchase of land and equipment | | | | | | | 0 | | G81 | 0 | 58 |
| 59 | Airport (if not an enterprise) — Current operation | | | | | | | 0 | | E01 | 0 | 59 |
| 60 | Purchase of land and equipment | | | | | | | 0 | | G01 | 0 | 60 |
| 61 | Construction | | | | | | | 0 | | F01 | 0 | 61 |
| 62 | Garbage (if not an enterprise) — Current operation | | | | | | | 0 | | E81 | 0 | 62 |
| 63 | Purchase of land and equipment | | | | | | | 0 | | G81 | 0 | 63 |
| 64 | Construction | | | | | | | 0 | | F81 | 0 | 64 |
| 65 | Other public works — Current operation | 178,487 | | | | | | 178,487 | | E89 | 178,487 | 65 |
| 66 | Purchase of land and equipment | | | | | | | 0 | | G89 | 0 | 66 |
| 67 | Construction | | | | | | | 0 | | F89 | 0 | 67 |
| 68 | Transit Operations | 1,190,792 | | | | | | 1,190,792 | | | 1,190,792 | 68 |
| 69 | Procurement | 0 | | | | | | 0 | | | 0 | 69 |
| 70 | Levee Certification | | 3,517,887 | | | | | 3,517,887 | | | 3,517,887 | 70 |
| 71 | Equipment Maintenance | | 630,601 | | | | | 630,601 | | | 630,601 | 71 |
| 72 | | | | | | | | 0 | | | 0 | 72 |
| 73 | | | | | | | | 0 | | | 0 | 73 |
| 74 | | | | | | | | 0 | | | 0 | 74 |
| 75 | | | | | | | | 0 | | | 0 | 75 |
| 76 | | | | | | | | 0 | | | 0 | 76 |
| 77 | | | | | | | | 0 | | | 0 | 77 |
| 78 | | | | | | | | 0 | | | 0 | 78 |
| 79 | | | | | | | | 0 | | | 0 | 79 |
| 80 | TOTAL PUBLIC WORKS | 1,472,524 | 11,534,023 | | | | | 13,006,547 | | | 13,006,547 | 80 |

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| Part II | | EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued | | | | | CITY OF COUNCIL BLUFFS | | | | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|--|--|---------------------|-------------------------|------------------|----------------------|------------------------|---|-----------------|------|-----------------------------------|--|--|--|--|
| Line No. | Item description | General (a) | Special revenue (b) | TIF special revenue (c) | Debt service (d) | Capital projects (e) | Permanent (f) | Total governmental (Sum of cols. (a) through (f)) (g) | Proprietary (h) | Code | GRAND TOTAL (Sum of col. (g)) (i) | Line No. | | | |
| 81 | Section C -- HEALTH AND SOCIAL SERVICES | | | | | | | | | | | 81 | | | |
| 82 | Welfare assistance -- Current operation | | | | | | | 0 | | E79 | 0 | 82 | | | |
| 83 | Purchase of land and equipment | | | | | | | 0 | | G79 | 0 | 83 | | | |
| 84 | City hospital -- Current operation | | | | | | | 0 | | E36 | 0 | 84 | | | |
| 85 | Purchase of land and equipment | | | | | | | 0 | | G36 | 0 | 85 | | | |
| 86 | Construction | | | | | | | 0 | | F36 | 0 | 86 | | | |
| 87 | Payments to private hospitals -- Current operation | | | | | | | 0 | | E36 | 0 | 87 | | | |
| 88 | Health regulation and inspections -- Current operation | 492,472 | | | | | | 492,472 | | E32 | 492,472 | 88 | | | |
| 89 | Purchase of land and equipment | | | | | | | 0 | | G32 | 0 | 89 | | | |
| 90 | Construction | | | | | | | 0 | | F32 | 0 | 90 | | | |
| 91 | Water, air, and mosquito control -- Current operation | | | | | | | 0 | | E32 | 0 | 91 | | | |
| 92 | Purchase of land and equipment | | | | | | | 0 | | G32 | 0 | 92 | | | |
| 93 | Construction | | | | | | | 0 | | F32 | 0 | 93 | | | |
| 94 | Community mental health -- Current operation | | | | | | | 0 | | E32 | 0 | 94 | | | |
| 95 | Purchase of land and equipment | | | | | | | 0 | | G32 | 0 | 95 | | | |
| 96 | Construction | | | | | | | 0 | | F32 | 0 | 96 | | | |
| 97 | Other health and social services -- Current operation | 208,424 | | | | | | 208,424 | | E79 | 208,424 | 97 | | | |
| 98 | Purchase of land and equipment | | | | | | | 0 | | G79 | 0 | 98 | | | |
| 99 | Construction | | | | | | | 0 | | F79 | 0 | 99 | | | |
| 100 | | | | | | | | 0 | | | 0 | 100 | | | |
| 101 | | | | | | | | 0 | | | 0 | 101 | | | |
| 102 | | | | | | | | 0 | | | 0 | 102 | | | |
| 103 | TOTAL HEALTH AND SOCIAL SERVICES | 700,896 | 0 | | | | 0 | 700,896 | | | 700,896 | 103 | | | |
| 104 | | | | | | | | | | | | 104 | | | |
| 105 | | | | | | | | | | | | 105 | | | |
| 106 | | | | | | | | | | | | 106 | | | |
| 107 | | | | | | | | | | | | 107 | | | |
| 108 | | | | | | | | | | | | 108 | | | |
| 109 | | | | | | | | | | | | 109 | | | |
| 110 | | | | | | | | | | | | 110 | | | |
| 111 | | | | | | | | | | | | 111 | | | |
| 112 | | | | | | | | | | | | 112 | | | |
| 113 | | | | | | | | | | | | 113 | | | |
| 114 | | | | | | | | | | | | 114 | | | |
| 115 | | | | | | | | | | | | 115 | | | |
| 116 | | | | | | | | | | | | 116 | | | |
| 117 | | | | | | | | | | | | 117 | | | |
| 118 | | | | | | | | | | | | 118 | | | |
| 119 | | | | | | | | | | | | 119 | | | |
| 120 | | | | | | | | | | | | 120 | | | |

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| Part II | | EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued | | | | | CITY OF COUNCIL BLUFFS | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|---|--|---------------------|-------------------------|------------------|----------------------|------------------------|---|--|------|--|----------|
| Line No. | Item description | General (a) | Special revenue (b) | TIF special revenue (c) | Debt service (d) | Capital projects (e) | Permanent (f) | Total governmental (Sum of cols. (a) through (f)) (g) | Proprietary (h) | Code | GRAND TOTAL (Sum of col. (g)) (i) | Line No. |
| 121 | Section D -- CULTURE AND RECREATION | | | | | | | | | | | 121 |
| 122 | Library services -- Current operation | 2,793,324 | 390,939 | | | | | 3,184,263 | | E52 | 3,184,263 | 122 |
| 123 | Purchase of land and equipment | | | | | | | 0 | | G52 | 0 | 123 |
| 124 | Construction | | | | | | | 0 | | F52 | 0 | 124 |
| 125 | Museum, band, theater -- Current operation | | | | | | | 0 | | E61 | 0 | 125 |
| 126 | Purchase of land and equipment | | | | | | | 0 | | G61 | 0 | 126 |
| 127 | Parks -- Current operation | 2,021,107 | | | | | | 2,021,107 | | E61 | 2,021,107 | 127 |
| 128 | Purchase of land and equipment | | | | | | | 0 | | G61 | 0 | 128 |
| 129 | Construction | | | | | | | 0 | | F61 | 0 | 129 |
| 130 | Recreation -- Current operation | 2,942,569 | | | | | | 2,942,569 | | E61 | 2,942,569 | 130 |
| 131 | Purchase of land and equipment | | | | | | | 0 | | G61 | 0 | 131 |
| 132 | Construction | | | | | | | 0 | | F61 | 0 | 132 |
| 133 | Cemetery -- Current operation | 42,659 | | | | | | 42,659 | | E03 | 42,659 | 133 |
| 134 | Purchase of land and equipment | | | | | | | 0 | | G03 | 0 | 134 |
| 135 | Community center, zoo, marina, and auditorium | | | | | | | 0 | | E61 | 0 | 135 |
| 136 | Other culture and recreation | 5,024,996 | | | | | | 5,024,996 | | E61 | 5,024,996 | 136 |
| 137 | Purchase of land and equipment | | | | | | | 0 | | G61 | 0 | 137 |
| 138 | Construction | | | | | | | 0 | | F61 | 0 | 138 |
| 139 | TOTAL CULTURE AND RECREATION | 12,824,655 | 390,939 | | | | 0 | 13,215,594 | | | 13,215,594 | 139 |
| 140 | Section E -- COMMUNITY AND ECONOMIC DEVELOPMENT | | | | | | | | | | | 140 |
| 141 | Community beautification -- Current operation | | | | | | | 0 | | E89 | 0 | 141 |
| 142 | Purchase of land and equipment | | | | | | | 0 | | G89 | 0 | 142 |
| 143 | Economic development -- Current operation | | 2,087,353 | | | | | 2,087,353 | | E89 | 2,087,353 | 143 |
| 144 | Purchase of land and equipment | | | | | | | 0 | | G89 | 0 | 144 |
| 145 | Housing and urban renewal -- Current operation | | 401,034 | | | | | 401,034 | | E50 | 401,034 | 145 |
| 146 | Purchase of land and equipment | | | | | | | 0 | | G50 | 0 | 146 |
| 147 | Construction | | | | | | | 0 | | F50 | 0 | 147 |
| 148 | Planning and zoning -- Current operation | 627,871 | | | | | | 627,871 | | E29 | 627,871 | 148 |
| 149 | Purchase of land and equipment | 1,319,594 | | | | | | 1,319,594 | | G29 | 1,319,594 | 149 |
| 150 | Other community and economic development -- Current operation | | 389,016 | | | | | 389,016 | | E89 | 389,016 | 150 |
| 151 | Purchase of land and equipment | | | | | | | 0 | | G89 | 0 | 151 |
| 152 | Construction | | | | | | | 0 | | F89 | 0 | 152 |
| 153 | TIF Rebates | | | 3,239,379 | | | | 3,239,379 | | E89 | 3,239,379 | 153 |
| 154 | TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT | 1,947,465 | 2,877,403 | 3,239,379 | 0 | 0 | 0 | 8,064,247 | | | 8,064,247 | 154 |
| 155 | | | | | | | | | | | | 155 |
| 156 | | | | | | | | | | | | 156 |
| 157 | | | | | | | | | | | | 157 |
| 158 | | | | | | | | | | | | 158 |

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

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| Part II | | EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 - Continued | | | | | CITY OF COUNCIL BLUFFS | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | | |
|----------|--|---|------------------------|----------------------------|---------------------|-------------------------|------------------------|---|--|------|--|------------------------|--|
| Line No. | Item description | General (a) | Special revenue (b) | TIF special revenue (c) | Debt service (d) | Capital projects (e) | Permanent (f) | Total governmental (Sum of cols. (a) through (f)) (g) | Proprietary (h) | Code | GRAND TOTAL (Sum of col. (g)) (i) | Line No. | |
| 159 | Section F — GENERAL GOVERNMENT | | | | | | | | | | | 159 | |
| 160 | Mayor, council and city manager — Current operation | 493,884 | | | | | | 493,884 | | | E29 | 493,884 160 | |
| 161 | Purchase of land and equipment | | | | | | | 0 | | | G29 | 0 161 | |
| 162 | Clerk, Treasurer, financial administration — Current operation | 1,972,150 | | | | | | 1,972,150 | | | E23 | 1,972,150 162 | |
| 163 | Purchase of land and equipment | | | | | | | 0 | | | G23 | 0 163 | |
| 164 | Elections — Current operation | | | | | | | 0 | | | E89 | 0 164 | |
| 165 | Purchase of land and equipment | | | | | | | 0 | | | G89 | 0 165 | |
| 166 | Legal services and city attorney — Current operation | 452,054 | | | | | | 452,054 | | | E25 | 452,054 166 | |
| 167 | Purchase of land and equipment | | | | | | | 0 | | | G25 | 0 167 | |
| 168 | City hall and general buildings — Current operation | 4,875,158 | | | | | | 4,875,158 | | | E31 | 4,875,158 168 | |
| 169 | Purchase of land and equipment | | | | | | | 0 | | | G31 | 0 169 | |
| 170 | Construction | | | | | | | 0 | | | F31 | 0 170 | |
| 171 | Tort liability — Current operation | 1,763,554 | | | | | | 1,763,554 | | | E89 | 1,763,554 171 | |
| 172 | Other general government — Current operation | 2,172,075 | 624,836 | | | | | 2,796,911 | | | E89 | 2,796,911 172 | |
| 173 | Purchase of land and equipment | | | | | | | 0 | | | G89 | 0 173 | |
| 174 | FEMA Disaster | 173,362 | | | | | | 173,362 | | | | 173,362 174 | |
| 175 | Technology | 2,237,797 | | | | | | 2,237,797 | | | | 2,237,797 175 | |
| 176 | TOTAL GENERAL GOVERNMENT | 14,140,034 | 624,836 | 0 | 0 | 0 | 0 | 14,764,870 | | | | 14,764,870 176 | |
| 177 | Section G — DEBT SERVICE | | | | | | | | | | | 0 177 | |
| 178 | Principal payments | | 2,442,105 | | 9,955,000 | | | 12,397,105 | | | | 12,397,105 178 | |
| 179 | Interest payments | | 181,246 | | 1,815,867 | | | 1,797,113 | | | | 1,797,113 179 | |
| 180 | Other financing cost | | | 0 | 5,511 | 0 | | 5,511 | | | | 5,511 180 | |
| 181 | | | | | | | | 0 | | | | 0 181 | |
| 182 | TOTAL DEBT SERVICE | 0 | 2,623,351 | 0 | 11,576,378 | 0 | 0 | 14,199,729 | | | | 14,199,729 182 | |
| 183 | Section H — REGULAR CAPITAL PROJECTS — Specify | | | | | | | | | | | 0 183 | |
| 184 | LOST Capital Projects | | 10,556,859 | | | | | 10,556,859 | | | | 10,556,859 184 | |
| 185 | Capital Projects | | | | | 20,906,607 | | 20,906,607 | | | | 20,906,607 185 | |
| 186 | | | | | | | | 0 | | | | 0 186 | |
| 187 | Subtotal Regular Capital Projects | 0 | 10,556,859 | 0 | 0 | 20,906,607 | 0 | 31,463,466 | | | | 31,463,466 187 | |
| 188 | — TIF CAPITAL PROJECTS — Specify | | | | | | | | | | | 0 188 | |
| 189 | | | | | | | | 0 | | | | 0 189 | |
| 190 | | | | | | | | 0 | | | | 0 190 | |
| 191 | | | | | | | | 0 | | | | 0 191 | |
| 192 | Subtotal TIF Capital Projects | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | 0 192 | |
| 193 | TOTAL CAPITAL PROJECTS | 0 | 10,556,859 | 0 | 0 | 20,906,607 | 0 | 31,463,466 | | | | 31,463,466 193 | |
| 194 | TOTAL GOVERNMENTAL ACTIVITIES EXPENDITURES | 63,885,320 | 28,758,969 | 3,239,379 | 11,576,378 | 20,906,607 | 0 | 128,366,653 | | | | 128,366,653 194 | |
| 195 | (Sum of lines 40, 80, 103, 139, 154, 176, 182, 193) | | | | | | | | | | | 195 | |
| 196 | | | | | | | | | | | | 196 | |

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| Part II | | EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 – Continued | | | | | CITY OF COUNCIL BLUFFS | | | | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|---|---|------------------------|-------------------------------|---------------------|-------------------------|------------------------|---|--------------------|------|--|--|--|--|--|
| Line No. | Item description | General (a) | Special revenue (b) | TIF Special revenue (c) | Debt service (d) | Capital projects (e) | Permanent Fund (f) | Total current governmental (Sum of cols. (a) through (f)) (g) | Proprietary (h) | Code | GRAND TOTAL (Sum of col. (h)) (i) | Line No. | | | |
| 197 | Section I — BUSINESS TYPE ACTIVITIES | | | | | | | | | | | 197 | | | |
| 198 | Water — Current operation | | | | | | | | | E91 | 0 | 198 | | | |
| 199 | Purchase of land and equipment | | | | | | | | | G91 | 0 | 199 | | | |
| 200 | Construction | | | | | | | | | F91 | 0 | 200 | | | |
| 201 | Sewer and sewage disposal — Current operation | | | | | | | 5,672,295 | | E80 | 5,672,295 | 201 | | | |
| 202 | Purchase of land and equipment | | | | | | | | | G80 | 0 | 202 | | | |
| 203 | Construction | | | | | | | | | F80 | 0 | 203 | | | |
| 204 | Electric — Current operation | | | | | | | | | E92 | 0 | 204 | | | |
| 205 | Purchase of land and equipment | | | | | | | | | G92 | 0 | 205 | | | |
| 206 | Construction | | | | | | | | | F92 | 0 | 206 | | | |
| 207 | Gas Utility — Current operation | | | | | | | | | E93 | 0 | 207 | | | |
| 208 | Purchase of land and equipment | | | | | | | | | G93 | 0 | 208 | | | |
| 209 | Construction | | | | | | | | | F93 | 0 | 209 | | | |
| 210 | Parking — Current operation | | | | | | | | | E60 | 0 | 210 | | | |
| 211 | Purchase of land and equipment | | | | | | | | | G60 | 0 | 211 | | | |
| 212 | Construction | | | | | | | | | F60 | 0 | 212 | | | |
| 213 | Airport — Current operation | | | | | | | | | E01 | 0 | 213 | | | |
| 214 | Purchase of land and equipment | | | | | | | | | G01 | 0 | 214 | | | |
| 215 | Construction | | | | | | | | | F01 | 0 | 215 | | | |
| 216 | Landfill/Garbage — Current operation | | | | | | | 5,209,616 | | E81 | 5,209,616 | 216 | | | |
| 217 | Purchase of land and equipment | | | | | | | | | G81 | 0 | 217 | | | |
| 218 | Construction | | | | | | | | | F81 | 0 | 218 | | | |
| 219 | Hospital — Current operation | | | | | | | | | E36 | 0 | 219 | | | |
| 220 | Purchase of land and equipment | | | | | | | | | G36 | 0 | 220 | | | |
| 221 | Construction | | | | | | | | | F36 | 0 | 221 | | | |
| 222 | Transit — Current operation | | | | | | | | | E94 | 0 | 222 | | | |
| 223 | Purchase of land and equipment | | | | | | | | | G94 | 0 | 223 | | | |
| 224 | Construction | | | | | | | | | F94 | 0 | 224 | | | |
| 225 | Cable TV, telephone, Internet — Current operation | | | | | | | | | E03 | 0 | 225 | | | |
| 226 | Purchase of land and equipment | | | | | | | | | G03 | 0 | 226 | | | |
| 227 | Housing authority — Current operation | | | | | | | | | E50 | 0 | 227 | | | |
| 228 | Purchase of land and equipment | | | | | | | | | G50 | 0 | 228 | | | |
| 229 | Construction | | | | | | | | | F50 | 0 | 229 | | | |
| 230 | Storm water — Current operation | | | | | | | | | E80 | 0 | 230 | | | |
| 231 | Purchase of land and equipment | | | | | | | | | G80 | 0 | 231 | | | |
| 232 | Construction | | | | | | | | | F80 | 0 | 232 | | | |
| 233 | | | | | | | | | | | | 233 | | | |
| 234 | | | | | | | | | | | | 234 | | | |
| 235 | | | | | | | | | | | | 235 | | | |
| 236 | | | | | | | | | | | | 236 | | | |

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| Part II | | EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 - Continued | | | | | CITY OF COUNCIL BLUFFS | | | | | <input checked="" type="checkbox"/> GAAP | | <input type="checkbox"/> NON-GAAP = CASH BASIS | |
|----------|--|---|------------------------|----------------------------|---------------------|-------------------------|------------------------|---|--------------------|------|--|--|--|--|--|
| Line No. | Item description | General (a) | Special revenue (b) | TIF special revenue (c) | Debt service (d) | Capital projects (e) | Permanent (f) | Total governmental (Sum of cols. (a) through (f)) (g) | Proprietary (h) | Code | GRAND TOTAL (Sum of cols. (g) and (h)) (i) | Line No. | | | |
| 237 | Section I — BUSINESS TYPE ACTIVITIES — Cont. | | | | | | | | | | | 237 | | | |
| 238 | Other business type — Current operation | | | | | | | | | E89 | 0 | 238 | | | |
| 239 | Purchase of land and equipment | | | | | | | | | G89 | 0 | 239 | | | |
| 240 | Construction | | | | | | | | | F89 | 0 | 240 | | | |
| 241 | | | | | | | | | | | | 241 | | | |
| 242 | Enterprise Debt Service | | | | | | | 148,368 | | | 148,368 | 242 | | | |
| 243 | Enterprise Capital Projects | | | | | | | | | | 0 | 243 | | | |
| 244 | Enterprise TIF Capital Projects | | | | | | | | | | 0 | 244 | | | |
| 245 | Internal service funds — Specify | | | | | | | | | | | 245 | | | |
| 246 | Sewer and sewage disposal depreciation | | | | | | | 3,633,167 | | | 3,633,167 | 246 | | | |
| 247 | Landfill/Garbage depreciation | | | | | | | 230,334 | | | 230,334 | 247 | | | |
| 248 | | | | | | | | | | | 0 | 248 | | | |
| 249 | | | | | | | | | | | 0 | 249 | | | |
| 250 | | | | | | | | | | | 0 | 250 | | | |
| 251 | TOTAL BUSINESS TYPE ACTIVITIES | | | | | | | 14,893,780 | | | 14,893,780 | 251 | | | |
| 252 | | | | | | | | | | | | 252 | | | |
| 253 | TOTAL EXPENDITURES (Sum of lines 194 and 251) | 63,885,320 | 28,758,969 | 3,239,379 | 11,576,378 | 20,906,607 | 0 | 128,366,653 | 14,893,780 | | 143,260,433 | 253 | | | |
| 254 | Section J — OTHER FINANCING USES INCLUDING TRANSFERS OUT | | | | | | | | | NE | | 254 | | | |
| 255 | Regular transfers out | 559,956 | | | | | | 559,956 | | | 559,956 | 255 | | | |
| 256 | Internal TIF loans/repayments and transfers out | | | 1,884,463 | | | | 1,884,463 | | | 1,884,463 | 256 | | | |
| 257 | | | | | | | | 0 | | | 0 | 257 | | | |
| 258 | TOTAL OTHER FINANCING USES | 559,956 | 0 | 1,884,463 | 0 | 0 | 0 | 2,444,419 | 0 | | 2,444,419 | 258 | | | |
| 259 | TOTAL EXPENDITURES AND OTHER FINANCING USES (Sum of lines 253 and 258) | 64,445,276 | 28,758,969 | 5,123,842 | 11,576,378 | 20,906,607 | 0 | 130,811,072 | 14,893,780 | | 145,704,852 | 259 | | | |
| 260 | | | | | | | | | | | | 260 | | | |
| 261 | Ending fund balance June 30, 2016: | | | | | | | | | | | 261 | | | |
| 262 | Governmental: | | | | | | | | | | | 262 | | | |
| 263 | Nonspendable | 1,259,388 | | | | | | 1,259,388 | | | 1,259,388 | 263 | | | |
| 264 | Restricted | 4,758,197 | 21,308,289 | 619,853 | 467,842 | 3,576,883 | | 30,731,064 | | | 30,731,064 | 264 | | | |
| 265 | Committed | | | | | | | 0 | | | 0 | 265 | | | |
| 266 | Assigned | | | | | | | 0 | | | 0 | 266 | | | |
| 267 | Unassigned | 14,561,134 | | | | | 0 | 14,561,134 | | | 14,561,134 | 267 | | | |
| 268 | Total Governmental | 20,578,719 | 21,308,289 | 619,853 | 467,842 | 3,576,883 | 0 | 46,551,586 | | | 46,551,586 | 268 | | | |
| 269 | Proprietary | | | | | | | | 156,531,503 | | 156,531,503 | 269 | | | |
| 270 | Total ending fund balance June 30, 2016 | 20,578,719 | 21,308,289 | 619,853 | 467,842 | 3,576,883 | 0 | 46,551,586 | 156,531,503 | | 203,083,089 | 270 | | | |
| 271 | TOTAL REQUIREMENTS (Sum of lines 269 and 270) | 85,023,995 | 50,067,258 | 5,743,695 | 12,044,220 | 24,483,490 | 0 | 177,362,658 | 171,425,283 | | 348,787,941 | 271 | | | |
| 272 | | | | | | | | | | | | 272 | | | |

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| Part III | INTERGOVERNMENTAL EXPENDITURES | CITY OF COUNCIL BLUFFS | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--------------------------------|------------------------------|------------------|---------------------|-----------------------------|-----------|------------------------|-------------|----------------|-----|------------------------|------------|---------------|-----|-----------------|-----|----------------|----------------|---|---------|----------------------|---------------|--------|----------------|--------|
| Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. <i>Enter amount, omit cents.</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%;">Purpose</th> <th style="width:15%;">Amount paid to other local governments</th> </tr> <tr> <td>Correction.....</td> <td>M25 \$ 121,285</td> </tr> <tr> <td>Health.....</td> <td>M32</td> </tr> <tr> <td>Highways.....</td> <td>M44</td> </tr> <tr> <td>Transit subsidies.....</td> <td>M94 924,572</td> </tr> <tr> <td>Libraries.....</td> <td>M52</td> </tr> <tr> <td>Police protection.....</td> <td>M82 30,858</td> </tr> <tr> <td>Sewerage.....</td> <td>M80</td> </tr> <tr> <td>Sanitation.....</td> <td>M81</td> </tr> <tr> <td>All other.....</td> <td>M89 \$ 161,770</td> </tr> </table> | Purpose | Amount paid to other local governments | Correction..... | M25 \$ 121,285 | Health..... | M32 | Highways..... | M44 | Transit subsidies..... | M94 924,572 | Libraries..... | M52 | Police protection..... | M82 30,858 | Sewerage..... | M80 | Sanitation..... | M81 | All other..... | M89 \$ 161,770 | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%;">Purpose</th> <th style="width:15%;">Amount paid to State</th> </tr> <tr> <td>Highways.....</td> <td>L44 \$</td> </tr> <tr> <td>All other.....</td> <td>L89 \$</td> </tr> </table> | Purpose | Amount paid to State | Highways..... | L44 \$ | All other..... | L89 \$ |
| Purpose | Amount paid to other local governments | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Correction..... | M25 \$ 121,285 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Health..... | M32 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Highways..... | M44 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transit subsidies..... | M94 924,572 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Libraries..... | M52 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Police protection..... | M82 30,858 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sewerage..... | M80 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sanitation..... | M81 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| All other..... | M89 \$ 161,770 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Purpose | Amount paid to State | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Highways..... | L44 \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| All other..... | L89 \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part IV | SALARIES AND WAGES | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total salaries and wages paid..... | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Amount - Omit cents</th> </tr> <tr> <td style="width:10%; text-align: center;">2016</td> <td style="width:90%; text-align: center;">\$ 34,668,133</td> </tr> </table> | Amount - Omit cents | | 2016 | \$ 34,668,133 | | | | | | | | | | | | | | | | | | | | | | |
| Amount - Omit cents | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2016 | \$ 34,668,133 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part V DEBT OUTSTANDING, ISSUED, AND RETIRED | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A. Long-term debt | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Purpose | Debt outstanding JULY 1, 2015 (e) | Debt during the fiscal year | | Debt Outstanding JUNE 30, 2016 | | | | Interest paid this year (h) | | | | | | | | | | | | | | | | | | | | |
| | | Issued (b) | Retired (c) | General obligation (d) | TIF revenue (e) | Revenue (f) | Other (g) | | | | | | | | | | | | | | | | | | | | | |
| 1. Water utility | 19U \$ | 28U \$ | 39U \$ | 49U \$ | 49U \$ | 49U \$ | 49U \$ | 191 \$ | | | | | | | | | | | | | | | | | | | | |
| 2. Sewer utility | 19U 4,581,000 | 29U | 39U 208,000 | 49U | 49U | 49U 4,375,000 | 49U | 189 | | | | | | | | | | | | | | | | | | | | |
| 3. Electric utility | 19U | 29U | 39U | 49U | 49U | 49U | | 192 | | | | | | | | | | | | | | | | | | | | |
| 4. Gas utility | 19U | 29U | 39U | 49U | 49U | 49U | | 193 | | | | | | | | | | | | | | | | | | | | |
| 5. Transit-bus | 19U | 29U | 39U | 49U | 49U | 49U | | 194 | | | | | | | | | | | | | | | | | | | | |
| 6. Industrial Revenue | 19T | 24T | 34T | | 44T | 44T | | 189 | | | | | | | | | | | | | | | | | | | | |
| 7. Mortgage revenue | 19T | 24T | 34T | | 44T | 44T | | 189 | | | | | | | | | | | | | | | | | | | | |
| 8. TIF revenue | 19U | 29U | 39U | 49U | 49U 3,564,951 | 49U | 49U | 189 | | | | | | | | | | | | | | | | | | | | |
| 9. Bass Pro Note | 19U 8,547,389 | 29U | 39U 2,442,105 | 49U | 49U | 49U | 49U 8,105,264 | 189 | | | | | | | | | | | | | | | | | | | | |
| 10. G. O. BONDS | 19U 50,490,000 | 29U | 39U 9,955,000 | 49U 40,535,000 | 49U | 49U | 49U | 189 | | | | | | | | | | | | | | | | | | | | |
| 11. Settlement | 19U 3,371,428 | 29U | 39U 528,571 | 49U | 49U | 49U | 49U 2,842,855 | 189 | | | | | | | | | | | | | | | | | | | | |
| 12. HUD Loan | 19U 645,000 | 29U | 39U 645,000 | 49U | 49U | 49U | 49U 0 | 189 | | | | | | | | | | | | | | | | | | | | |
| 13. RCC | 19U | 29U 420,000 | 39U 58,660 | 49U | 49U | 49U 363,340 | 49U | 189 | | | | | | | | | | | | | | | | | | | | |
| 14. | 19U | 29U | 39U | 49U | 49U | 49U | 49U | 189 | | | | | | | | | | | | | | | | | | | | |
| Total long-term debt | 67,834,795 | 420,000 | 13,833,338 | 40,535,000 | 3,564,951 | 4,738,340 | 8,948,119 | 0 | | | | | | | | | | | | | | | | | | | | |
| B. Short-term debt | | | Amount - Omit cents | | | | | | | | | | | | | | | | | | | | | | | | | |
| Outstanding as of JULY 1, 2015 | | | 61V \$ | | | | | | | | | | | | | | | | | | | | | | | | | |
| Outstanding as of JUNE 30, 2016 | | | 64V \$ | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part VI DEBT LIMITATION FOR GENERAL OBLIGATION BONDS | | | Amount - Omit cents | | | | | | | | | | | | | | | | | | | | | | | | | |
| Assessed Valuations by Levy Authority and County, AY2014/FY2016 | | | \$ | | | | | | | | | | | | | | | | | | | | | | | | | |
| Actual valuation - January 1, 2014 | | | 4,598,860,551 x .05 = \$ 229,943,028 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2016 | | | Amount - Omit cents | | | | | | | | | | | | | | | | | | | | | | | | | |
| Type of asset | Bond and interest funds (a) | | Bond construction funds (b) | | Pension/retirement funds (c) | | all other funds (d) | | Total (e) | | | | | | | | | | | | | | | | | | | |
| | | W21 | | W31 | | W61 | | | | | | | | | | | | | | | | | | | | | | |
| Cash and Investments - include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property. | \$ | 383,527 | \$ | | | | 41,221,654 | | | 41,615,181 | | | | | | | | | | | | | | | | | | |
| REMARKS | | | | | | | | | V98 | | | | | | | | | | | | | | | | | | | |

RESOLUTION NO. 16-317

A Resolution approving the Annual Financial Report for the City of Council Bluffs.

WHEREAS, the City of Council Bluffs is required to file the Annual Financial Report for the year ending June 30, 2016 with the Office of Auditor of State of Iowa.

WHEREAS, the City Auditor has prepared the annual financial report and published the report in the Council Bluffs Daily Nonpareil,

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That the City of Council Bluffs approves the Annual Financial Report for the year ending June 30, 2016.

ADOPTED
AND
APPROVED

December 19, 2016

Matthew J. Walsh,

Mayor

Jodi Quakenbush,

Deputy City Clerk

TO: Matthew J. Walsh, Mayor
FROM: Donn Dierks, Director of Public Health
SUBJECT: Assessment of Weed Abatement Costs

This item is a resolution assessing \$28,834.00 in unpaid costs of weed abatement against these properties. It is recommended that Council pass this resolution.

PERTINENT FACTS

The properties were inspected by personnel of the Department of Public Health and found to contain weeds, brush and/or debris in violation of City Ordinance 4.19.010 or 8.54.010. The titleholder of record was notified by mail of the violation and given at least seven (7) days to abate the nuisance.

CASE HISTORY

Upon failure of the owner to comply with the notice the property was referred to the city weed contractor who abated the weeds, brush and/or debris. The city was billed for this work and has paid the contractor. We have in turn sent a statement to the titleholder of record requesting payment of this amount plus the cost to the city for enforcing the ordinance. To date, payment has not been received and at least ten (10) days have elapsed from the date of billing as required by ordinance.

The Council has for the past thirty-five years assessed all costs of weed abatement against other properties.

ALTERNATIVE ACTIONS

City Ordinance states that these costs “may be assessed”, therefore, there are two major alternatives possible:

1. Take no action: The cost of weed abatement at these lots will be paid from the general fund. Thus, the cost will be spread among all taxpayers including the vast majority who care for their property and keep it cut.
2. Asses the costs to the specific property: Thus, the responsible property owner will bear the cost of failing to comply with City Ordinance (unless they choose not to pay the taxes). In addition to all costs incurred, an additional \$50.00 has been added to each amount to help pay for the extra work involved in the assessment process.

RECOMMENDED ACTION

We recommend that the Council adopt alternative 2: Assessment of all costs against the properties. This resolution accomplishes this alternative.

| Parcel | 2016 Address | Request to Lien Weed Abatement December 19, 2016 Description | Name | Num | Lien |
|-----------------|-----------------------------|--|---------------------------------|-----|-----------|
| 7444 01 103 008 | 816 17TH AVE | HOWARDS ADD LTS 9 & 10 BLK 2 | DAWSON, ELIZABETH J | 157 | \$ 351.00 |
| 7444 01 103 008 | 816 17TH AVE | HOWARDS ADD LTS 9 & 10 BLK 2 | DAWSON, ELIZABETH J | 242 | \$ 290.00 |
| 7444 01 183 003 | LTS S OF 2100 S 6 | HUGHES & DONIPHANS ADD LTS 2, 3, 15 & 16 BLK 15 & ALL VAC ALLEY BETWEEN LTS 2,3 & 16 & 1/2 VAC ALLEYADJ LT 15 EXC RR | ALFARO, MOISES E | 172 | \$ 356.00 |
| 7444 01 305 011 | LT BET 2306 & 2312 S 9TH ST | BAYLISS 3RD ADD LT 18 BLK 6 | CARUSO, RICHARD M | 202 | \$ 200.00 |
| 7444 01 151 003 | 1907 S 11TH ST | HOWARDS ADD LT 4 BLK 29 | MILLER, CHAD MICHAEL | 241 | \$ 236.00 |
| 7444 01 354 002 | 2705 S 11TH ST | BAYLISS 3RD ADD LTS 3 & 4 BLK 21 | HOSTETTER, SHARON KAY | 131 | \$ 251.00 |
| 7444 02 451 002 | 1720 27TH AVE | RAILROAD ADD LTS 11 & 12 BLK 63 & 1/2 VAC ALLEYS ADJ E & W | SMITH, NEAL-ANNETTE L | 212 | \$ 325.00 |
| 7444 10 385 010 | 4017 BEL AIR DR | TWIN CITIES PLAZA LOT 206 | LARSEN, ANTHONY-DAWN | 113 | \$ 221.00 |
| 7444 10 385 010 | 4017 BEL AIR DR | TWIN CITIES PLAZA LOT 206 | LARSEN, ANTHONY-DAWN | 198 | \$ 200.00 |
| 7444 13 251 010 | 4502 SIOUX ST | MANAWA PARK ADD REPLAT OF BLK 27 TO 31 N 1/2 LT 6 BLK B N 1/2 LT 5 BLK B N 1/2 E 1/2 LT 4 BLK B | ALLEN, JOSEPH L JR | 118 | \$ 259.00 |
| 7444 13 251 010 | 4502 SIOUX ST | MANAWA PARK ADD REPLAT OF BLK 27 TO 31 N 1/2 LT 6 BLK B N 1/2 LT 5 BLK B N 1/2 E 1/2 LT 4 BLK B | ALLEN, JOSEPH L JR | 171 | \$ 231.00 |
| 7444 13 251 010 | 4502 SIOUX ST | MANAWA PARK ADD REPLAT OF BLK 27 TO 31 N 1/2 LT 6 BLK B N 1/2 LT 5 BLK B N 1/2 E 1/2 LT 4 BLK B | ALLEN, JOSEPH L JR | 221 | \$ 231.00 |
| 7444 13 433 002 | 45 PICKARD LN | LAKOMA ADD LTS 48,49,50 | MCSORLEY, RICHARD D | 208 | \$ 273.00 |
| 7444 16 252 019 | 3511 JOHN ST | MOORES SUB SW NE 16 74 44 LT 8 BLK 8 | ANCHONDO, WALTER A PEREZ | 216 | \$ 282.00 |
| 7444 16 253 015 | W OF 3517 WILLIAM LANE | MOORES SUB SW NE 16-74-44 LT 4 BLK 5 | VAZQUEZ, MARIO | 201 | \$ 200.00 |
| 7543 30 312 003 | 210 FRANK ST | JOHN JOHNSONS ADD EXC NELY13' LT 3 BLK 1 | SONNTAG, CLINTON M | 107 | \$ 200.00 |
| 7544 23 502 005 | RR ROW. 1500 N 16 ST | SECTION 23-75-44 SE1/4 LYING E OF 15TH ST EXC E560' AND EXC W499.84' LYING N OF OLD LEVEE | CHICAGO CENTRAL-PACIFIC RR CO | 132 | \$ 200.00 |
| 7544 25 177 012 | 614 ROOSEVELT AVE | ROHRER PARK 2ND ADD LOT 11 BLK 4 | TICHY, RICHARD J-CATHY | 176 | \$ 200.00 |
| 7544 25 182 003 | 817 MILITARY AVE | ROHRER PARK 2ND ADD S44' LTS 5 THRU 7 BLK 6 | SHOCKEY, THOMAS E | 231 | \$ 233.00 |
| 7544 25 182 007 | 524 OAKLAND DR | ROHRERS PARK FIRST ADD LOT 0001BLOCK 0004 | DAVIS, PATRICK H | 143 | \$ 324.00 |
| 7544 25 278 005 | LT N OF 278 BENTON ST | JOHNSON ADD PT LT 52 COMM 50'N SE COR LT 52 TH W49.85' N47' E50' S44.1' TO POB | BERNER, WILLIAM A-JENNIFER L | 102 | \$ 228.00 |
| 7544 25 278 005 | LT N OF 278 BENTON ST | JOHNSON ADD PT LT 52 COMM 50'N SE COR LT 52 TH W49.85' N47' E50' S44.1' TO POB | BERNER, WILLIAM A-JENNIFER L | 167 | \$ 200.00 |
| 7544 25 278 005 | LT N OF 278 BENTON | JOHNSON ADD PT LT 52 COMM 50'N SE COR LT 52 TH W49.85' N47' E50' S44.1' TO POB | BERNER, WILLIAM A-JENNIFER L | 228 | \$ 200.00 |
| 7544 25 309 007 | 830 AVE E | HALLS ADD LT 12 BLK 8 | DEUTSCHE BANK NATIONAL TRUST CO | 185 | \$ 289.00 |
| 7544 25 309 012 | 520 N 8TH ST | HALLS ADD N32 1/2' S1/2 LTS 5 & 6 BLK 8 | ACME REAL ESTATE INC | 120 | \$ 245.00 |
| 7544 25 327 008 | 744 AVE F | JENSENS SUB OF MILL ADD BLK 4 LT 8 | BORNTRAGER, SHIRLEY | 144 | \$ 229.00 |
| 7544 25 327 008 | 744 AVE F | JENSENS SUB OF MILL ADD BLK 4 LT 8 | BORNTRAGER, SHIRLEY | 209 | \$ 229.00 |
| 7544 25 341 001 | 529 OAKLAND AVE | MILL ADDITION N431/3 FT LT 1 BLK 15 W40.65 FT N431/3 FT LT 2 BLK 15 | SARGENT, MICHAEL | 203 | \$ 227.00 |
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 109 | \$ 200.00 |
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 145 | \$ 200.00 |

| | | | | | | |
|-----------------|------------------------------------|--|--------------------------------|-------|----|--------|
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 205 | \$ | 200.00 |
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 248 | \$ | 200.00 |
| 7544 25 356 003 | LT S OF 215 N 8 ST | GRIMES ADDITION S32 FT W94 FT LT 7 BLK 3 | ATHAY, WILLIAM T III | 108 | \$ | 200.00 |
| 7544 25 356 003 | LT S OF 215 N 8 ST | GRIMES ADDITION S32 FT W94 FT LT 7 BLK 3 | ATHAY, WILLIAM T III | 146 | \$ | 200.00 |
| 7544 25 356 003 | LT S OF 215 N 8 ST | GRIMES ADDITION S32 FT W94 FT LT 7 BLK 3 | ATHAY, WILLIAM T III | 204 | \$ | 200.00 |
| 7544 25 356 003 | LT S OF 215 N 8 ST | GRIMES ADDITION S32 FT W94 FT LT 7 BLK 3 | ATHAY, WILLIAM T III | 247 | \$ | 200.00 |
| 7544 25 360 006 | LT W OF 738 MYNSTER | GRIMES ADDITION EX W84.6 FT LT 1 BLK 3 | MEEHAN, BRIAN | 99 | \$ | 214.00 |
| 7544 25 360 006 | LT W OF 738 MYNSTER | GRIMES ADDITION EX W84.6 FT LT 1 BLK 3 | MEEHAN, BRIAN | 174 | \$ | 214.00 |
| 7544 25 360 006 | LT W OF 738 MYNSTER | GRIMES ADDITION EX W84.6 FT LT 1 BLK 3 | MEEHAN, BRIAN | 236 | \$ | 214.00 |
| 7544 25 402 011 | 501 OAKLAND AVE | MILL ADD PT LT 20 BLK 15 | FERRILL, MARK | 195 | \$ | 226.00 |
| 7544 25 487 006 | 109 S 1ST ST | ORIG PLAT LT 6 AS 5 AND 7 LT 54 OP LT 2 AS LT 55 OP ALL LT 56 OP | DOLLEN, JARED D-SUSAN L | 100 | \$ | 252.00 |
| 7544 25 487 014 | 110 STUTSMAN ST | STUTSMANS FIRST ADD N10' LT 6 BLK 3 & S10' LT 7 BLK 3 | WORTH, DONALD D | 136 | \$ | 200.00 |
| 7544 25 487 014 | 110 STUTSMAN ST | STUTSMANS FIRST ADD N10' LT 6 BLK 3 & S10' LT 7 BLK 3 | WORTH, DONALD D | 252 | \$ | 200.00 |
| 7544 25 489 003 | 207 S 1ST ST | ORIG PLAT LT 62 & LT 2 OF LT 61 | NEWMAN, CHRISTOPHER J-AMANDA M | 127 a | \$ | 173.00 |
| 7544 25 489 010 | LT SE OF 207 S 1ST ST (Semi-cont.) | STUTSMANS FIRST ADD S42' LT 2 BLK 5 | NEWMAN, CHRISTOPHER J-AMANDA M | 127b | \$ | 152.00 |
| 7544 25 490 006 | 323 S 1ST ST | ORIG PLAT S2.7' LT 68 LT 1 LT 69 | CRUZ, FELIPE-ISANY M | 128 | \$ | 216.00 |
| 7544 25 490 006 | 323 S 1ST ST | ORIG PLAT S2.7' LT 68 LT 1 LT 69 | CRUZ, FELIPE-ISANY M | 250 | \$ | 216.00 |
| 7544 26 103 002 | 2124 WESTSIDE DR | WESTSIDE FIRST LT 22 | VANCE, BRAD S | 239 | \$ | 230.00 |
| 7544 26 283 007 | 1316 AVE I | POTTER - COBBS FIRST ADD LOT 0012BLOCK 0008 | HANISCH, JAMES M | 211 | \$ | 205.00 |
| 7544 26 306 017 | 2302 AVE D | BUSHNELLS ADD LOT 0002BLOCK 0002 | LOVELESS, HARRY C-JOANN | 223 | \$ | 216.00 |
| 7544 26 308 004 | 2213 AVE G | BURKES ADD LT 4 BLK 1 | VALE LLC | 255 | \$ | 282.00 |
| 7544 26 312 013 | 2114 AVE F | HIGHLAND PLACE LT 27 BLK 3 | MENDELL, TINA R | 96 | \$ | 205.00 |
| 7544 26 359 002 | 2223 AVE A | STREETS ADD LOT 0006BLOCK 0004 | WAHAB, MAIVANDI-MISTY | 156 | \$ | 216.00 |
| 7544 26 362 009 | 2101 AVE C | HIGHLAND PLACE LTS 1-2 BLK 11 | MASCHMEIER, LAWRENCE L | 164 | \$ | 221.00 |
| 7544 26 362 009 | 2101 AVE C | HIGHLAND PLACE LTS 1-2 BLK 11 | MASCHMEIER, LAWRENCE L | 233 | \$ | 272.00 |
| 7544 26 376 006 | 2000 AVE C | BAYLISS & PALMER ADD LT 7 BLK 32 | MALONE, LARRY E | 88 | \$ | 224.00 |
| 7544 26 376 006 | 2000 AVE C | BAYLISS & PALMER ADD LT 7 BLK 32 | MALONE, LARRY E | 199 | \$ | 224.00 |
| 7544 26 378 007 | 2024 AVE A | BAYLISS & PALMER ADD E50' LT 12 BLK 34 | DAHL, MARC G-AMY E | 155 | \$ | 390.00 |
| 7544 26 378 007 | 2024 AVE A | BAYLISS & PALMER ADD E50' LT 12 BLK 34 | DAHL, MARC G-AMY E | 226 | \$ | 383.00 |
| 7544 26 461 004 | N E CRNR N 16 AVE & AVE B | BEERS SUB LT 9 BLK 8 EXC WLY STRIP TO STATE | TEEPLE TRUST | 170 | \$ | 200.00 |
| 7544 26 461 006 | 1524 AVE B | BEERS SUB LT 11 BLK 8 | THOMPSON, MICHELLE L | 168 | \$ | 200.00 |
| 7544 26 477 003 | 1400 AVE B | BEERS SUB LT 14 BLK 9 | R-J CAPITAL | 148 | \$ | 223.00 |
| 7544 27 201 035 | 2708 AVE L | CITY ACRES LT 45 | EVANS, DOUGLAS W | 153 | \$ | 216.00 |
| 7544 27 202 021 | 2637 AVE L | CITY ACRES LT 65 | JACOBSON, DAN | 95 | \$ | 370.00 |
| 7544 27 278 021 | 2512 AVE H | CENTRAL SUB LT 25 BLK 14 | RISNER, KARLEEN K | 116 | \$ | 293.00 |
| 7544 27 307 018 | 3304 AVE D | PERRYS SECOND ADD W38' LT 9 & E24' LT 10 BLK J | SCHWIESOW, CORY L-STEPHANIE | 188 | \$ | 302.00 |
| 7544 27 307 018 | 3304 AVE D | PERRYS SECOND ADD W38' LT 9 & E24' LT 10 BLK J | SCHWIESOW, CORY L-STEPHANIE | 244 | \$ | 235.00 |
| 7544 27 406 010 | 2625 AVE F | PLAINVIEW ADD LOT 0007BLOCK 0004 | MORFORD, MERRILL F | 190 | \$ | 225.00 |
| 7544 27 428 007 | 2511 AVE G | CENTRAL SUB LT 4 BLK 24 | U S BANK NA | 141 | \$ | 350.00 |
| 7544 27 428 007 | 2511 AVE G | CENTRAL SUB LT 4 BLK 24 | U S BANK NA | 191 | \$ | 223.00 |

| | | | | | |
|-----------------|----------------------------|--|---------------------------|-----|-----------|
| 7544 27 435 021 | 2416 AVE C | CENTRAL SUB LT 21 BLK 30 | RISNER, KARLEEN K | 91 | \$ 215.00 |
| 7544 27 451 010 | 2725 AVE C | SACKETTS ADD LT 6 BLK 3 | BROWN, CHERYL | 110 | \$ 218.00 |
| 7544 27 451 010 | 2725 AVE C | SACKETTS ADD LT 6 BLK 3 | BROWN, CHERYL | 162 | \$ 218.00 |
| 7544 27 451 010 | 2725 AVE C | SACKETTS ADD LT 6 BLK 3 | BROWN, CHERYL | 232 | \$ 218.00 |
| 7544 27 452 003 | 2649 AVE C | SACKETTS ADD LT 13 BLK 4 | PARROTT, JACK T-KELLY D | 253 | \$ 218.00 |
| 7544 28 476 010 | 3500 AVE C | FERRY ADDITION LOT 0015BLOCK 0019 | SIMMONS, ALLEN-JENNIFER | 142 | \$ 309.00 |
| 7544 33 253 011 | 3628 6TH AVE | BROWN SUB LT 24 BLK 49 | FLEMING, AMBER | 180 | \$ 316.00 |
| 7544 34 135 010 | 2830 4TH AVE | BRYANT & CLARK ADD LT 10 BLK 24 | SHOCKEY, THOMAS E | 245 | \$ 285.00 |
| 7544 34 152 003 | 3228 5TH AVE | OMAHA ADD LT 9 & LT 10 EXC W4' BLK 5 | SEC H U D | 183 | \$ 249.00 |
| 7544 34 152 006 | 3220 5TH AVE | OMAHA ADD LT 7 & W1/2 LT 6 BLK 5 | U S BANK NA | 175 | \$ 287.00 |
| 7544 34 182 002 | 3033 6TH AVE | OMAHA ADD W20 1/3' LT 10 E24 2/3' LT 11 BLOCK 15 | COLLINS, CATRENA M | 114 | \$ 242.00 |
| 7544 34 182 002 | 3033 6TH AVE | OMAHA ADD W20 1/3' LT 10 E24 2/3' LT 11 BLOCK 15 | COLLINS, CATRENA M | 151 | \$ 317.00 |
| 7544 34 182 002 | 3033 6TH AVE | OMAHA ADD W20 1/3' LT 10 E24 2/3' LT 11 BLOCK 15 | COLLINS, CATRENA M | 220 | \$ 293.00 |
| 7544 34 208 005 | 2637 3RD AVE | WEBSTERS FIRST ADD LT 10 BLK 4 | GORACZKOWSKI, MARK W | 115 | \$ 200.00 |
| 7544 34 208 005 | 2637 3RD AVE | WEBSTERS FIRST ADD LT 10 BLK 4 | GORACZKOWSKI, MARK W | 182 | \$ 215.00 |
| 7544 34 208 005 | 2637 3RD AVE | WEBSTERS FIRST ADD LT 10 BLK 4 | GORACZKOWSKI, MARK W | 235 | \$ 215.00 |
| 7544 34 256 010 | 2658 7TH AVE | WEBSTERS FIRST ADD LTS 16-17 BLK 7 | AYERS, AUTUMN D | 122 | \$ 357.00 |
| 7544 34 256 010 | 2658 7TH AVE | WEBSTERS FIRST ADD LTS 16-17 BLK 7 | AYERS, AUTUMN D | 189 | \$ 358.00 |
| 7544 34 256 010 | 2658 7TH AVE | WEBSTERS FIRST ADD LTS 16-17 BLK 7 | AYERS, AUTUMN D | 234 | \$ 357.00 |
| 7544 34 276 009 | 2501 4TH AVE | WRIGHTS ADD LTS 1-2 BLK 10 | HASTIE, DARREL E | 106 | \$ 252.00 |
| 7544 34 276 009 | 2501 4TH AVE | WRIGHTS ADD LTS 1-2 BLK 10 | HASTIE, DARREL E | 165 | \$ 252.00 |
| 7544 34 276 009 | 2501 4TH AVE | WRIGHTS ADD LTS 1-2 BLK 10 | HASTIE, DARREL E | 219 | \$ 252.00 |
| 7544 34 334 008 | 1007 ASH ST | SELDINS 2ND ADD LT 135 | HATTON, MARGARET | 94 | \$ 255.00 |
| 7544 35 106 001 | LT N OF 105 S 23RD ST | COCHRANS ADD ALL LT 12 BLK 6 | CHICO, DAVID | 125 | \$ 331.00 |
| 7544 35 106 001 | LT N OF 105 S 23RD ST | COCHRANS ADD ALL LT 12 BLK 6 | CHICO, DAVID | 206 | \$ 296.00 |
| 7544 35 137 001 | 1827 3RD AVE | EVERETTS ADDITION LT 1 BLK 11 & N1/2 VAC ALLEY ADJ | LANK, PHYLLIS | 160 | \$ 270.00 |
| 7544 35 137 001 | 1827 3RD AVE | EVERETTS ADDITION LT 1 BLK 11 & N1/2 VAC ALLEY ADJ | LANK, PHYLLIS | 222 | \$ 307.00 |
| 7544 35 182 005 | 1805 5TH AVE | PIERCES SUB LT 3 BLK 5 | ABBOTT, GENE | 240 | \$ 216.00 |
| 7544 35 190 007 | LT W OF 1816 8 AVE | PIERCES SUB LT 11 BLK 11 | L B T IOWA 9591 | 117 | \$ 301.00 |
| 7544 35 190 007 | LT W OF 1816 8 AVE | PIERCES SUB LT 11 BLK 11 | L B T IOWA 9591 | 159 | \$ 240.00 |
| 7544 35 190 007 | LT W OF 1816 8 AVE | PIERCES SUB LT 11 BLK 11 | L B T IOWA 9591 | 238 | \$ 240.00 |
| 7544 35 194 002 | 1815 8TH AVE | PIERCES SUB LT 8 BLK 14 | OTTESEN, DELIA A | 158 | \$ 342.00 |
| 7544 35 194 002 | 1815 8TH AVE | PIERCES SUB LT 8 BLK 14 | OTTESEN, DELIA A | 214 | \$ 228.00 |
| 7544 35 257 009 | 1534 6TH AVE | EVERETTS ADD LT 12 BLK 21 | VENTURES TRUST 2013 I-H-R | 254 | \$ 305.00 |
| 7544 35 261 013 | 620 S 16TH ST | EVERETTS ADD EXC N6' LT 7 BLK 25 | MASSEY, JEFFERY K | 133 | \$ 236.00 |
| 7544 35 287 009 | 1103 7TH AVE | MCPAHON-COOPER-JEFFERIS LT 1 BLK 10 | SPRATT, THOMAS E | 86 | \$ 249.00 |
| 7544 35 405 001 | S W CRNR S 17 ST & 9TH AVE | FLEMING AND DAVIS LTS 1 TO 6 BLK 5 | MASON CITY-FORT DODGE RR | 147 | \$ 335.00 |
| 7544 36 108 006 | 215 S 10TH ST | BAYLISS 2ND ADD N51 1/2' LT 6 BLK 11 | MCGOVERN, DANIEL E | 186 | \$ 228.00 |
| 7544 36 129 009 | 717 1ST AVE | BAYLISS 1ST ADD W31' LT 4 BLK 11 E1/2 LT 13 BLK 11 | SYSTEM INVESTMENTS LLC | 187 | \$ 258.00 |
| 7544 36 129 009 | 717 1ST AVE | BAYLISS 1ST ADD W31' LT 4 BLK 11 E1/2 LT 13 BLK 11 | SYSTEM INVESTMENTS LLC | 246 | \$ 322.00 |
| 7544 36 151 008 | 1026 5TH AVE | TIPTONS SUB OF CURTIS LOT 0002 | MIGUEL, RUDESINDO-EULALIA | 215 | \$ 228.00 |

RESOLUTION NO. 16-318

- WHEREAS, City Ordinance No. 4849, passed and approved by the Council Bluffs City Council on April 15, 1988, requires all property owners within the City of Council Bluffs, Iowa, to cut or destroy all weeds exceeding 18 inches in height;
and
- WHEREAS, all property owners in Council Bluffs were notified of the above requirements by ordinance and by publication in the Council Bluffs Nonpareil.
and
- WHEREAS, the owner of each specific property was notified by regular mail and given at least seven (7) days to abate the nuisance;
and
- WHEREAS, the City, through its contractor, has attempted to cut or destroy all weeds exceeding 18 inches in height found upon property where the owners have failed to cut or destroy the weeds themselves;
and
- WHEREAS, more than ten days have elapsed since the City has billed each property owner by mail for the cost of removing the weeds from their properties;
and
- WHEREAS, the cost of weed abatement on these properties has been incurred by the City and remains unpaid;
and
- WHEREAS, the City Council may have these unpaid costs assessed against the properties from which the weeds were removed pursuant to Section 4.19.010 or 8.54.010 of the Municipal Code of the City of Council of Council Bluffs, Iowa, and Section 364.12(3) (g) and (h) of the State Code of Iowa:

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

That the unreimbursed costs incurred by the City for the abatement of weeds found upon the properties be assessed against said properties;
and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized, empowered and directed to certify said properties and assessments to the Pottawattamie County Treasurer to be collected in the same manner as a property tax.

ADOPTED
AND
APPROVED December 19, 2016,

BY: _____
Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush, Deputy City Clerk

RESOLUTION NO. 16-319

- WHEREAS, City Ordinance No. 5219 and 5220, passed and approved by the Council Bluffs City Council on May 22, 1995, requires all property owners to abate any nuisance upon public right-of-way of materials stored for more than 24 hours, or materials stored on private property for more than 3 days,
and
- WHEREAS, the owner of each specific property was given proper notification to remove materials from public right-of-way and from private property,
and/or
- WHEREAS, an emergency existed as defined in section 10.02.060 and /or 4.12.140
and
- WHEREAS, the owner failed to remove the materials in the allotted time,
and
- WHEREAS, the City, through it's contractor removed the materials.
and
- WHEREAS, the City has billed the owner by mail for the cost of removing the materials from their properties,
and
- WHEREAS, more than 10 days have elapsed since the billing and the bills remain unpaid:
and
- WHEREAS, the City Council may have these unpaid costs assessed against the properties from which the materials were removed pursuant to Section 10.02.070 or 4.12.140 of the Municipal Code of the City of Council Bluffs, Iowa,

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

That the unreimbursed costs incurred by the City for the removal of nuisances found on these properties be assessed against said properties;
and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized, empowered and directed to certify said properties and assessments to the Pottawattamie County Treasurer to be collected in the same manner as a property tax.

ADOPTED
AND
APPROVED December 19, 2016

BY: _____
Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush, Deputy City Clerk

TO: Matthew J. Walsh, Mayor

FROM: Donn Dierks, Director of Public Health

SUBJECT: Assessment for Removal of Solid Waste Nuisance from Private Property and Public Right-of-Way or for Removal of Solid Waste Nuisance Deemed an Emergency

This item is a resolution assessing \$465.00 in unpaid costs of solid waste abatement against these properties. It is recommended that Council pass this resolution.

PERTINENT FACTS

The properties were inspected by personnel of the Department of Public Health and found to contain a nuisance of solid waste on private property or on public right-of-way, as specified in municipal code 10.02.040 and/or 4.12.140. The title-holder of record was notified by posting notice on the property and given 48 hours to remove materials from public right-of-way and 3 days to remove materials from private property.

Or, in the case of a nuisance deemed an emergency, Municipal code 10.02.060 states that the “city may perform any action required by this chapter without prior notice to the abutting property owner, and assess the costs and administrative charges in the same fashion as set out in 10.02.040.”

CASE HISTORY

Upon failure of the owner to abate the problems, the property was referred to the city contractor who abated the nuisance. The city was billed for this work and has paid the contractor. We have in turn sent a statement to the titleholder of record requesting payment of this amount plus the cost to the city for enforcing the ordinance. To date, payment has not been received and at least ten (10) days have elapsed from the date of billing.

ALTERNATIVE ACTIONS

City Ordinance states that these unpaid costs “may be assessed against the property for collection in the same manner as a property tax, pursuant to the provisions of Section 364.12 of the Code of Iowa. An additional administrative fee shall be added to each delinquent account if it is certified for collection by the county auditor.”

1. Take no action: The cost of the abatement at these properties will be paid from the general fund. Thus, the cost will be spread among all taxpayers including the vast majority who care for their property, keeping it free of solid waste.
2. Asses the costs to the specific property: Thus, the responsible property owner will bear the cost of failing to comply with City Ordinance (unless they choose not to pay the taxes). In addition to all costs incurred, an additional \$50.00 has been added to each amount to help pay for the extra work involved in the assessment process.

RECOMMENDED ACTION

We recommend that the Council adopt alternative 2: Assessment of all costs against the properties. This resolution accomplishes this alternative.

| 2016 | | Request to Lien Weed Abatement December 19, 2016 | | | |
|-----------------|-----------------------------|--|---------------------------------|-----|-----------|
| Parcel | Address | Description | Name | Num | Lien |
| 7444 01 103 008 | 816 17TH AVE | HOWARDS ADD LTS 9 & 10 BLK 2 | DAWSON, ELIZABETH J | 157 | \$ 351.00 |
| 7444 01 103 008 | 816 17TH AVE | HOWARDS ADD LTS 9 & 10 BLK 2 | DAWSON, ELIZABETH J | 242 | \$ 290.00 |
| 7444 01 183 003 | LTS S OF 2100 S 6 | HUGHES & DONIPHANS ADD LTS 2, 3, 15 & 16 BLK 15 & ALL VAC ALLEY BETWEEN LTS 2,3 & 16 & 1/2 VAC ALLEYADJ LT 15 EXC RR | ALFARO, MOISES E | 172 | \$ 356.00 |
| 7444 01 305 011 | LT BET 2306 & 2312 S 9TH ST | BAYLISS 3RD ADD LT 18 BLK 6 | CARUSO, RICHARD M | 202 | \$ 200.00 |
| 7444 01 151 003 | 1907 S 11TH ST | HOWARDS ADD LT 4 BLK 29 | MILLER, CHAD MICHAEL | 241 | \$ 236.00 |
| 7444 01 354 002 | 2705 S 11TH ST | BAYLISS 3RD ADD LTS 3 & 4 BLK 21 | HOSTETTER, SHARON KAY | 131 | \$ 251.00 |
| 7444 02 451 002 | 1720 27TH AVE | RAILROAD ADD LTS 11 & 12 BLK 63 & 1/2 VAC ALLEYS ADJ E & W | SMITH, NEAL-ANNETTE L | 212 | \$ 325.00 |
| 7444 10 385 010 | 4017 BEL AIR DR | TWIN CITIES PLAZA LOT 206 | LARSEN, ANTHONY-DAWN | 113 | \$ 221.00 |
| 7444 10 385 010 | 4017 BEL AIR DR | TWIN CITIES PLAZA LOT 206 | LARSEN, ANTHONY-DAWN | 198 | \$ 200.00 |
| 7444 13 251 010 | 4502 SIOUX ST | MANAWA PARK ADD REPLAT OF BLK 27 TO 31 N 1/2 LT 6 BLK B N 1/2 LT 5 BLK B N 1/2 E 1/2 LT 4 BLK B | ALLEN, JOSEPH L JR | 118 | \$ 259.00 |
| 7444 13 251 010 | 4502 SIOUX ST | MANAWA PARK ADD REPLAT OF BLK 27 TO 31 N 1/2 LT 6 BLK B N 1/2 LT 5 BLK B N 1/2 E 1/2 LT 4 BLK B | ALLEN, JOSEPH L JR | 171 | \$ 231.00 |
| 7444 13 251 010 | 4502 SIOUX ST | MANAWA PARK ADD REPLAT OF BLK 27 TO 31 N 1/2 LT 6 BLK B N 1/2 LT 5 BLK B N 1/2 E 1/2 LT 4 BLK B | ALLEN, JOSEPH L JR | 221 | \$ 231.00 |
| 7444 13 433 002 | 45 PICKARD LN | LAKOMA ADD LTS 48,49,50 | MCSORLEY, RICHARD D | 208 | \$ 273.00 |
| 7444 16 252 019 | 3511 JOHN ST | MOORES SUB SW NE 16 74 44 LT 8 BLK 8 | ANCHONDO, WALTER A PEREZ | 216 | \$ 282.00 |
| 7444 16 253 015 | W OF 3517 WILLIAM LANE | MOORES SUB SW NE 16-74-44 LT 4 BLK 5 | VAZQUEZ, MARIO | 201 | \$ 200.00 |
| 7543 30 312 003 | 210 FRANK ST | JOHN JOHNSONS ADD EXC NELY13' LT 3 BLK 1 | SONNTAG, CLINTON M | 107 | \$ 200.00 |
| 7544 23 502 005 | RR ROW. 1500 N 16 ST | SECTION 23-75-44 SE1/4 LYING E OF 15TH ST EXC E560' AND EXC W499.84' LYING N OF OLD LEVEE | CHICAGO CENTRAL-PACIFIC RR CO | 132 | \$ 200.00 |
| 7544 25 177 012 | 614 ROOSEVELT AVE | ROHRER PARK 2ND ADD LOT 11 BLK 4 | TICHY, RICHARD J-CATHY | 176 | \$ 200.00 |
| 7544 25 182 003 | 817 MILITARY AVE | ROHRER PARK 2ND ADD S44' LTS 5 THRU 7 BLK 6 | SHOCKEY, THOMAS E | 231 | \$ 233.00 |
| 7544 25 182 007 | 524 OAKLAND DR | ROHRERS PARK FIRST ADD LOT 0001BLOCK 0004 | DAVIS, PATRICK H | 143 | \$ 324.00 |
| 7544 25 278 005 | LT N OF 278 BENTON ST | JOHNSON ADD PT LT 52 COMM 50'N SE COR LT 52 TH W49.85' N47' E50' S44.1' TO POB | BERNER, WILLIAM A-JENNIFER L | 102 | \$ 228.00 |
| 7544 25 278 005 | LT N OF 278 BENTON ST | JOHNSON ADD PT LT 52 COMM 50'N SE COR LT 52 TH W49.85' N47' E50' S44.1' TO POB | BERNER, WILLIAM A-JENNIFER L | 167 | \$ 200.00 |
| 7544 25 278 005 | LT N OF 278 BENTON | JOHNSON ADD PT LT 52 COMM 50'N SE COR LT 52 TH W49.85' N47' E50' S44.1' TO POB | BERNER, WILLIAM A-JENNIFER L | 228 | \$ 200.00 |
| 7544 25 309 007 | 830 AVE E | HALLS ADD LT 12 BLK 8 | DEUTSCHE BANK NATIONAL TRUST CO | 185 | \$ 289.00 |
| 7544 25 309 012 | 520 N 8TH ST | HALLS ADD N32 1/2' S1/2 LTS 5 & 6 BLK 8 | ACME REAL ESTATE INC | 120 | \$ 245.00 |
| 7544 25 327 008 | 744 AVE F | JENSENS SUB OF MILL ADD BLK 4 LT 8 | BORNTRAGER, SHIRLEY | 144 | \$ 229.00 |
| 7544 25 327 008 | 744 AVE F | JENSENS SUB OF MILL ADD BLK 4 LT 8 | BORNTRAGER, SHIRLEY | 209 | \$ 229.00 |
| 7544 25 341 001 | 529 OAKLAND AVE | MILL ADDITION N431/3 FT LT 1 BLK 15 W40.65 FT N431/3 FT LT 2 BLK 15 | SARGENT, MICHAEL | 203 | \$ 227.00 |
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 109 | \$ 200.00 |
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 145 | \$ 200.00 |

| | | | | | | |
|-----------------|------------------------------------|--|--------------------------------|-------|----|--------|
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 205 | \$ | 200.00 |
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 248 | \$ | 200.00 |
| 7544 25 356 003 | LT S OF 215 N 8 ST | GRIMES ADDITION S32 FT W94 FT LT 7 BLK 3 | ATHAY, WILLIAM T III | 108 | \$ | 200.00 |
| 7544 25 356 003 | LT S OF 215 N 8 ST | GRIMES ADDITION S32 FT W94 FT LT 7 BLK 3 | ATHAY, WILLIAM T III | 146 | \$ | 200.00 |
| 7544 25 356 003 | LT S OF 215 N 8 ST | GRIMES ADDITION S32 FT W94 FT LT 7 BLK 3 | ATHAY, WILLIAM T III | 204 | \$ | 200.00 |
| 7544 25 356 003 | LT S OF 215 N 8 ST | GRIMES ADDITION S32 FT W94 FT LT 7 BLK 3 | ATHAY, WILLIAM T III | 247 | \$ | 200.00 |
| 7544 25 360 006 | LT W OF 738 MYNSTER | GRIMES ADDITION EX W84.6 FT LT 1 BLK 3 | MEEHAN, BRIAN | 99 | \$ | 214.00 |
| 7544 25 360 006 | LT W OF 738 MYNSTER | GRIMES ADDITION EX W84.6 FT LT 1 BLK 3 | MEEHAN, BRIAN | 174 | \$ | 214.00 |
| 7544 25 360 006 | LT W OF 738 MYNSTER | GRIMES ADDITION EX W84.6 FT LT 1 BLK 3 | MEEHAN, BRIAN | 236 | \$ | 214.00 |
| 7544 25 402 011 | 501 OAKLAND AVE | MILL ADD PT LT 20 BLK 15 | FERRILL, MARK | 195 | \$ | 226.00 |
| 7544 25 487 006 | 109 S 1ST ST | ORIG PLAT LT 6 AS 5 AND 7 LT 54 OP LT 2 AS LT 55 OP ALL LT 56 OP | DOLLEN, JARED D-SUSAN L | 100 | \$ | 252.00 |
| 7544 25 487 014 | 110 STUTSMAN ST | STUTSMANS FIRST ADD N10' LT 6 BLK 3 & S10' LT 7 BLK 3 | WORTH, DONALD D | 136 | \$ | 200.00 |
| 7544 25 487 014 | 110 STUTSMAN ST | STUTSMANS FIRST ADD N10' LT 6 BLK 3 & S10' LT 7 BLK 3 | WORTH, DONALD D | 252 | \$ | 200.00 |
| 7544 25 489 003 | 207 S 1ST ST | ORIG PLAT LT 62 & LT 2 OF LT 61 | NEWMAN, CHRISTOPHER J-AMANDA M | 127 a | \$ | 173.00 |
| 7544 25 489 010 | LT SE OF 207 S 1ST ST (Semi-cont.) | STUTSMANS FIRST ADD S42' LT 2 BLK 5 | NEWMAN, CHRISTOPHER J-AMANDA M | 127b | \$ | 152.00 |
| 7544 25 490 006 | 323 S 1ST ST | ORIG PLAT S2.7' LT 68 LT 1 LT 69 | CRUZ, FELIPE-ISANY M | 128 | \$ | 216.00 |
| 7544 25 490 006 | 323 S 1ST ST | ORIG PLAT S2.7' LT 68 LT 1 LT 69 | CRUZ, FELIPE-ISANY M | 250 | \$ | 216.00 |
| 7544 26 103 002 | 2124 WESTSIDE DR | WESTSIDE FIRST LT 22 | VANCE, BRAD S | 239 | \$ | 230.00 |
| 7544 26 283 007 | 1316 AVE I | POTTER - COBBS FIRST ADD LOT 0012BLOCK 0008 | HANISCH, JAMES M | 211 | \$ | 205.00 |
| 7544 26 306 017 | 2302 AVE D | BUSHNELLS ADD LOT 0002BLOCK 0002 | LOVELESS, HARRY C-JOANN | 223 | \$ | 216.00 |
| 7544 26 308 004 | 2213 AVE G | BURKES ADD LT 4 BLK 1 | VALE LLC | 255 | \$ | 282.00 |
| 7544 26 312 013 | 2114 AVE F | HIGHLAND PLACE LT 27 BLK 3 | MENDELL, TINA R | 96 | \$ | 205.00 |
| 7544 26 359 002 | 2223 AVE A | STREETS ADD LOT 0006BLOCK 0004 | WAHAB, MAIVANDI-MISTY | 156 | \$ | 216.00 |
| 7544 26 362 009 | 2101 AVE C | HIGHLAND PLACE LTS 1-2 BLK 11 | MASCHMEIER, LAWRENCE L | 164 | \$ | 221.00 |
| 7544 26 362 009 | 2101 AVE C | HIGHLAND PLACE LTS 1-2 BLK 11 | MASCHMEIER, LAWRENCE L | 233 | \$ | 272.00 |
| 7544 26 376 006 | 2000 AVE C | BAYLISS & PALMER ADD LT 7 BLK 32 | MALONE, LARRY E | 88 | \$ | 224.00 |
| 7544 26 376 006 | 2000 AVE C | BAYLISS & PALMER ADD LT 7 BLK 32 | MALONE, LARRY E | 199 | \$ | 224.00 |
| 7544 26 378 007 | 2024 AVE A | BAYLISS & PALMER ADD E50' LT 12 BLK 34 | DAHL, MARC G-AMY E | 155 | \$ | 390.00 |
| 7544 26 378 007 | 2024 AVE A | BAYLISS & PALMER ADD E50' LT 12 BLK 34 | DAHL, MARC G-AMY E | 226 | \$ | 383.00 |
| 7544 26 461 004 | N E CRNR N 16 AVE & AVE B | BEERS SUB LT 9 BLK 8 EXC WLY STRIP TO STATE | TEEPLE TRUST | 170 | \$ | 200.00 |
| 7544 26 461 006 | 1524 AVE B | BEERS SUB LT 11 BLK 8 | THOMPSON, MICHELLE L | 168 | \$ | 200.00 |
| 7544 26 477 003 | 1400 AVE B | BEERS SUB LT 14 BLK 9 | R-J CAPITAL | 148 | \$ | 223.00 |
| 7544 27 201 035 | 2708 AVE L | CITY ACRES LT 45 | EVANS, DOUGLAS W | 153 | \$ | 216.00 |
| 7544 27 202 021 | 2637 AVE L | CITY ACRES LT 65 | JACOBSON, DAN | 95 | \$ | 370.00 |
| 7544 27 278 021 | 2512 AVE H | CENTRAL SUB LT 25 BLK 14 | RISNER, KARLEEN K | 116 | \$ | 293.00 |
| 7544 27 307 018 | 3304 AVE D | PERRYS SECOND ADD W38' LT 9 & E24' LT 10 BLK J | SCHWIESOW, CORY L-STEPHANIE | 188 | \$ | 302.00 |
| 7544 27 307 018 | 3304 AVE D | PERRYS SECOND ADD W38' LT 9 & E24' LT 10 BLK J | SCHWIESOW, CORY L-STEPHANIE | 244 | \$ | 235.00 |
| 7544 27 406 010 | 2625 AVE F | PLAINVIEW ADD LOT 0007BLOCK 0004 | MORFORD, MERRILL F | 190 | \$ | 225.00 |
| 7544 27 428 007 | 2511 AVE G | CENTRAL SUB LT 4 BLK 24 | U S BANK NA | 141 | \$ | 350.00 |
| 7544 27 428 007 | 2511 AVE G | CENTRAL SUB LT 4 BLK 24 | U S BANK NA | 191 | \$ | 223.00 |

| | | | | | | |
|-----------------|----------------------------|--|---------------------------|-----|----|--------|
| 7544 27 435 021 | 2416 AVE C | CENTRAL SUB LT 21 BLK 30 | RISNER, KARLEEN K | 91 | \$ | 215.00 |
| 7544 27 451 010 | 2725 AVE C | SACKETTS ADD LT 6 BLK 3 | BROWN, CHERYL | 110 | \$ | 218.00 |
| 7544 27 451 010 | 2725 AVE C | SACKETTS ADD LT 6 BLK 3 | BROWN, CHERYL | 162 | \$ | 218.00 |
| 7544 27 451 010 | 2725 AVE C | SACKETTS ADD LT 6 BLK 3 | BROWN, CHERYL | 232 | \$ | 218.00 |
| 7544 27 452 003 | 2649 AVE C | SACKETTS ADD LT 13 BLK 4 | PARROTT, JACK T-KELLY D | 253 | \$ | 218.00 |
| 7544 28 476 010 | 3500 AVE C | FERRY ADDITION LOT 0015BLOCK 0019 | SIMMONS, ALLEN-JENNIFER | 142 | \$ | 309.00 |
| 7544 33 253 011 | 3628 6TH AVE | BROWN SUB LT 24 BLK 49 | FLEMING, AMBER | 180 | \$ | 316.00 |
| 7544 34 135 010 | 2830 4TH AVE | BRYANT & CLARK ADD LT 10 BLK 24 | SHOCKEY, THOMAS E | 245 | \$ | 285.00 |
| 7544 34 152 003 | 3228 5TH AVE | OMAHA ADD LT 9 & LT 10 EXC W4' BLK 5 | SEC H U D | 183 | \$ | 249.00 |
| 7544 34 152 006 | 3220 5TH AVE | OMAHA ADD LT 7 & W1/2 LT 6 BLK 5 | U S BANK NA | 175 | \$ | 287.00 |
| 7544 34 182 002 | 3033 6TH AVE | OMAHA ADD W20 1/3' LT 10 E24 2/3' LT 11 BLOCK 15 | COLLINS, CATRENA M | 114 | \$ | 242.00 |
| 7544 34 182 002 | 3033 6TH AVE | OMAHA ADD W20 1/3' LT 10 E24 2/3' LT 11 BLOCK 15 | COLLINS, CATRENA M | 151 | \$ | 317.00 |
| 7544 34 182 002 | 3033 6TH AVE | OMAHA ADD W20 1/3' LT 10 E24 2/3' LT 11 BLOCK 15 | COLLINS, CATRENA M | 220 | \$ | 293.00 |
| 7544 34 208 005 | 2637 3RD AVE | WEBSTERS FIRST ADD LT 10 BLK 4 | GORACZKOWSKI, MARK W | 115 | \$ | 200.00 |
| 7544 34 208 005 | 2637 3RD AVE | WEBSTERS FIRST ADD LT 10 BLK 4 | GORACZKOWSKI, MARK W | 182 | \$ | 215.00 |
| 7544 34 208 005 | 2637 3RD AVE | WEBSTERS FIRST ADD LT 10 BLK 4 | GORACZKOWSKI, MARK W | 235 | \$ | 215.00 |
| 7544 34 256 010 | 2658 7TH AVE | WEBSTERS FIRST ADD LTS 16-17 BLK 7 | AYERS, AUTUMN D | 122 | \$ | 357.00 |
| 7544 34 256 010 | 2658 7TH AVE | WEBSTERS FIRST ADD LTS 16-17 BLK 7 | AYERS, AUTUMN D | 189 | \$ | 358.00 |
| 7544 34 256 010 | 2658 7TH AVE | WEBSTERS FIRST ADD LTS 16-17 BLK 7 | AYERS, AUTUMN D | 234 | \$ | 357.00 |
| 7544 34 276 009 | 2501 4TH AVE | WRIGHTS ADD LTS 1-2 BLK 10 | HASTIE, DARREL E | 106 | \$ | 252.00 |
| 7544 34 276 009 | 2501 4TH AVE | WRIGHTS ADD LTS 1-2 BLK 10 | HASTIE, DARREL E | 165 | \$ | 252.00 |
| 7544 34 276 009 | 2501 4TH AVE | WRIGHTS ADD LTS 1-2 BLK 10 | HASTIE, DARREL E | 219 | \$ | 252.00 |
| 7544 34 334 008 | 1007 ASH ST | SELDINS 2ND ADD LT 135 | HATTON, MARGARET | 94 | \$ | 255.00 |
| 7544 35 106 001 | LT N OF 105 S 23RD ST | COCHRANS ADD ALL LT 12 BLK 6 | CHICO, DAVID | 125 | \$ | 331.00 |
| 7544 35 106 001 | LT N OF 105 S 23RD ST | COCHRANS ADD ALL LT 12 BLK 6 | CHICO, DAVID | 206 | \$ | 296.00 |
| 7544 35 137 001 | 1827 3RD AVE | EVERETTS ADDITION LT 1 BLK 11 & N1/2 VAC ALLEY ADJ | LANK, PHYLLIS | 160 | \$ | 270.00 |
| 7544 35 137 001 | 1827 3RD AVE | EVERETTS ADDITION LT 1 BLK 11 & N1/2 VAC ALLEY ADJ | LANK, PHYLLIS | 222 | \$ | 307.00 |
| 7544 35 182 005 | 1805 5TH AVE | PIERCES SUB LT 3 BLK 5 | ABBOTT, GENE | 240 | \$ | 216.00 |
| 7544 35 190 007 | LT W OF 1816 8 AVE | PIERCES SUB LT 11 BLK 11 | L B T IOWA 9591 | 117 | \$ | 301.00 |
| 7544 35 190 007 | LT W OF 1816 8 AVE | PIERCES SUB LT 11 BLK 11 | L B T IOWA 9591 | 159 | \$ | 240.00 |
| 7544 35 190 007 | LT W OF 1816 8 AVE | PIERCES SUB LT 11 BLK 11 | L B T IOWA 9591 | 238 | \$ | 240.00 |
| 7544 35 194 002 | 1815 8TH AVE | PIERCES SUB LT 8 BLK 14 | OTTESEN, DELIA A | 158 | \$ | 342.00 |
| 7544 35 194 002 | 1815 8TH AVE | PIERCES SUB LT 8 BLK 14 | OTTESEN, DELIA A | 214 | \$ | 228.00 |
| 7544 35 212 001 | 1715 3RD AVE | BEERS SUB LT 4 BLK 36 | SARTEN, NORMA J | 237 | \$ | 228.00 |
| 7544 35 257 009 | 1534 6TH AVE | EVERETTS ADD LT 12 BLK 21 | VENTURES TRUST 2013 I-H-R | 254 | \$ | 305.00 |
| 7544 35 261 013 | 620 S 16TH ST | EVERETTS ADD EXC N6' LT 7 BLK 25 | MASSEY, JEFFERY K | 133 | \$ | 236.00 |
| 7544 35 287 009 | 1103 7TH AVE | MCMAHON-COOPER-JEFFERIS LT 1 BLK 10 | SPRATT, THOMAS E | 86 | \$ | 249.00 |
| 7544 35 405 001 | S W CRNR S 17 ST & 9TH AVE | FLEMING AND DAVIS LTS 1 TO 6 BLK 5 | MASON CITY-FORT DODGE RR | 147 | \$ | 335.00 |
| 7544 36 108 006 | 215 S 10TH ST | BAYLISS 2ND ADD N51 1/2' LT 6 BLK 11 | MCGOVERN, DANIEL E | 186 | \$ | 228.00 |
| 7544 36 129 009 | 717 1ST AVE | BAYLISS 1ST ADD W31' LT 4 BLK 11 E1/2 LT 13 BLK 11 | SYSTEM INVESTMENTS LLC | 187 | \$ | 258.00 |
| 7544 36 129 009 | 717 1ST AVE | BAYLISS 1ST ADD W31' LT 4 BLK 11 E1/2 LT 13 BLK 11 | SYSTEM INVESTMENTS LLC | 246 | \$ | 322.00 |

**Council Communication
December 19, 2016**

| | | |
|---|-----------------------|------------------------|
| Department: Community Development | Resolution No. 16-320 | City Council: 12/19/16 |
| Subject/Title Resolution abolishing a Community Development Department position of Assistant Planner and creating an additional position of Planner. | | |
| <p align="center">Background/Discussion</p> <p>The Community Development Department has job positions of Assistant Planner (CWA bargaining unit, Grade 15) and Planner (CWA bargaining unit, Grade 22) located in the Planning Division. The Department has determined that the job description of Assistant Planner is too narrow to address work demands and that there is sufficient work load to warrant the abolishment of the Assistant Planner position and create an addition Planner position. The specific areas of accountability in the Planner position which <i>are not</i> in the Assistant Planner position are:</p> <ul style="list-style-type: none"> • Drafts amendments and recommendations on planning documents and subdivision, zoning, sign, and related ordinances; • Proposes land use and zoning amendments in order to carry out adopted plans; • Coordinates with other City departments and County GIS, prepares maps using GIS software and maintains related databases for the Department; • Reviews and comments on building permits, other City licenses and use permits, sign permits relative to use, historic preservation, and design requirements. • Participates in floodplain management; • Works with consultants, other Department staff, and state and federal agencies in completing Section 106 review and environmental review processes; • Prepares physical development and subarea plans, including urban renewal and revitalization plans; • Collection and analysis of data relating to various aspects of the physical development of the City; and • Assists with other tasks essential to the successful preparation, revision, and adoption of the comprehensive plan for the City. <p>Based on current workload and development activity in the community, upgrading the Assistant Planner to a Planner position is justified and will expand the Planning Divisions capabilities. Specifically, the Bluffs Tomorrow: 2030 Plan (City comprehensive plan) adopted in 2014 recommends significant upgrades to the zoning and subdivision codes, modifying development policies, and amendments to land use. Further, the City's strategic plan identifies West Broadway and River's Edge (Playland Park) as priority projects for the community's growth. Implementation of the strategies in both areas will require: amendments to urban renewal plans, changes in zoning, sign, and design review regulations, and implementation assistance programs. This type of work is outside of the Assistant Planner position duties and requires a degree and experience in urban planning, public administration or related field. The individual holding the Assistant Planner position is retiring effective February 1, 2017.</p> <p>The current cost of the Assistant Planner position is \$57,020.67 (CWA 15/8) or \$1,825.17 more than the starting salary of the Planner position of \$58,845.84 (CWA 22/3). As such, the impact on the FY 16-17 budget is minimal. Based on the current CWA Agreement, the additional cost in FY 17/18 budget would be \$4,862.69.</p> | | |
| Recommendation Approval of the Resolution | | |

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

RESOLUTION NO. 16-320

RESOLUTION ABOLISHING WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT THE POSITION OF ASSISTANT PLANNER AND CREATING A NEW POSITION OF PLANNER

- WHEREAS, the Community Development Department has a job position of Assistant Planner (CWA bargaining unit, Grade 15) located within the Planning Division; and
- WHEREAS, the Department has determined that the job description of Assistant Planner is too narrow to address current work demands; and
- WHEREAS, there is sufficient work load to warrant the creation of a Planner position (CWA bargaining unit, Grade 22); and
- WHEREAS, the City has a need to update land use regulations on a citywide basis and associated with River's Edge and West Broadway redevelopment areas which justifies an additional Planner position.

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

That the position of Assistant Planner is hereby abolished effective February 1, 2017.

AND BE IT FURTHER RESOLVED

That an additional Planner position is created within the Community Development Department effective February 1, 2017.

ADOPTED
AND
APPROVED

December 19, 2016

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, Deputy City Clerk

Council Communication
December 19, 2016

| | | |
|---|------------------------------|--|
| Department: Advance Southwest Iowa Corp. | Resolution No: 16-321 | City Council: December 19, 2016 |
| Subject/Title: Applications to the Iowa Economic Development Authority for financial assistance benefits under the High Quality Jobs Program (HQJP) and the Targeted Jobs Withholding Tax Credit Program (TJWTCP) by Rasmussen Mechanical Services, Inc. | | |
| Location: Headquarter Location – 3100 Nebraska Avenue, Council Bluffs, IA 51501 Expansion Location – 3211 Nebraska Avenue, Council Bluffs, IA 51501 | | |
| Company Background: Established in 1970, Rasmussen Mechanical Service, Inc. has been providing mechanical services to commercial, industrial and institutional clients throughout the Central United States. Services include HVAC, Temperature Controls, Mechanical Construction, Boiler Code Fabrication, Burner Services, Balancing, Lab Safety and Predictive Maintenance. Rasmussen is headquartered in Council Bluffs, IA but also has locations in Sioux City, IA Rapid City, SD, Kearney and Lincoln, NE and Commerce City, CO. Approximately 72% of Rasmussen’s client base and sales are from outside the State of Iowa. | | |
| Scope of Project: As Rasmussen’s client base continues to grow throughout the Central United States, so must their facilities and their workforce. In order to expand and protect their headquarter operations in Iowa and increase their customer service efficiency, Rasmussen intends to purchase an existing 155,000 square foot building located at 3211 Nebraska Avenue in Council Bluffs, IA. The 3211 Nebraska Avenue building is in close proximity to their existing Council Bluffs operations. The first phase of the project is for Rasmussen to acquire the building located at 3211 Nebraska Avenue and renovate the offices for the purpose of relocating their Corporate Accounting Department from Sioux City, IA to Council Bluffs, IA. | | |
| Project Budget: The project budget is \$6,550,000 with \$2,550,000 of the costs in building acquisition, \$1,000,000 in site preparation and \$3,000,000 in building renovation costs. | | |
| Project Workforce: Rasmussen employs 90 full-time employees at their headquarter facilities in Council Bluffs, IA. This project will create 12 new full-time positions and retain all 90 of their existing full-time employees. The average hourly wage for the 12 new full-time positons is \$28.00 and is expected to increase to \$30.00 over the course of the next 36-months. These positions include 1 controller, 1 assistant controller, 1 executive assistant, 5 accountants, 1 warehouse technician, 1 sales associate and 2 service technicians. All full-time employees receive health and dental insurance, 401(k) retirement plan, life insurance and paid vacation and sick leave. | | |

Discussion:

Rasmussen Mechanical Service, Inc. desires to apply to the Iowa Economic Development Authority (IEDA) for benefits under the High Quality Jobs Program (HQJP) and the Targeted Jobs Withholding Tax Credit Program (TJWTCP). The company has submitted a project questionnaire form to IEDA and has been invited by the State to submit full applications for both incentive programs. Per program guidelines, the City must sponsor both applications by passing a resolution of support detailing local incentives. Incentives under the High Quality Jobs and Targeted Jobs Withholding Tax Credit Programs include a series of investment tax credits, sales tax refunds, property tax abatement and rebate of payroll taxes. The following outlines what the State of Iowa estimates that Rasmussen Mechanical Services, Inc. qualifies for under the High Quality Jobs and the Targeted Jobs Withholding Tax Credit Programs as well as the amount that Advance Southwest Iowa Corporation recommends for the local match required for the Targeted Jobs Withholding Tax Credit Program.

| High Quality Jobs Program | Amount |
|---|------------------|
| Investment Tax Credit | \$262,000 |
| Sales Tax Refund | \$120,000 |
| Total: | \$382,000 |
| Targeted Jobs Withholding Tax Credit Program | |
| Targeted Jobs Withholding Tax Credit Assistance | \$95,628 |
| Total: | \$95,628 |
| | |
| Total Estimated Incentive Amount: | \$477,628 |

Upon review of the investment levels and job numbers, staff is recommending that the City utilize a 10-year property tax abatement as the local match to State funds for the Targeted Jobs Withholding Tax Credit Program. The suggested terms are listed below.

| Number of Abatement Years | Property Tax Abatement Percentages |
|----------------------------------|---|
| Years 1-5 | 80% |
| Years 6-10 | 60% |

Project Timeline:

Rasmussen expects to make the final decision to purchase the facility at 3211 Nebraska Avenue in January 2017. Once the building is acquired, site preparation and renovations will commence with completion and occupancy occurring in 2020. It has been discussed that the receipt of State and local incentives are vital to Rasmussen’s decision to purchase the facility and move forward with their expansion project in Council Bluffs.

Staff Recommendation:

The Advance Southwest Iowa Corporation recommends that the City Council adopt the resolution supporting the applications submitted by Rasmussen Mechanical Services, Inc. for benefits under the High Quality Jobs and Targeted Jobs Withholding Tax Credit Programs.

Attachments:

Rasmussen’s High Quality Jobs and Targeted Jobs Withholding Tax Credit applications have been provided under separate cover.

Respectfully Submitted By: Paula Hazlewood, Executive Director, Advance Southwest Iowa Corporation

RESOLUTION NO. 16-321

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA AUTHORIZING A JOINT APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY THE CITY OF COUNCIL BLUFFS AND RASMUSSEN MECHANICAL SERVICES, INC. FOR BENEFITS UNDER THE HIGH QUALITY JOBS PROGRAM AND THE TARGETED JOBS WITHHOLDING PROGRAM.

WHEREAS, Rasmussen Mechanical Services, Inc. has been a valued employer in Council Bluffs since 1970; and

WHEREAS, Rasmussen Mechanical Services, Inc. is considering expanding their operations by purchasing an existing facility located at 3211 Nebraska Avenue for the purpose of relocating their Corporate Accounting Department from Sioux City, Iowa to Council Bluffs, Iowa; and

WHEREAS, Rasmussen Mechanical Services, Inc. will retain 90 full-time positions and create 12 new full-time positions; and

WHEREAS, the project budget is \$6,550,000 with \$2,550,000 for facility acquisition, \$1,000,000 for site preparation and \$3,000,000 for facility renovations; and

WHEREAS, the Business Financial Assistance Applications request investment tax credits and sales tax refunds under the High Quality Jobs Program from the State of Iowa and local property tax abatement for the Targeted Jobs Withholding Tax Credit Program; and

WHEREAS, it is in the opinion of the City Council that it would be in the best interest of the City of Council Bluffs to support the applications of Rasmussen Mechanical Services, Inc. to the Iowa Economic Development Authority and to enter into agreements relating to this project; and

WHEREAS, this includes the local commitment of 80% property tax abatement each year for five years and a 60% property tax abatement for an additional five years for the proposed project.

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

Section 1.0 That the City declares Rasmussen Mechanical Services, Inc. is an eligible business for the High Quality Jobs Program and Targeted Jobs Withholding Tax Credit Program.

Section 2.0 The City Council approves and supports Rasmussen Mechanical Services, Inc. requests for state assistance through the High Quality Jobs Program and the Targeted Withholding Tax Credit Program including the diversion of withholding taxes to be granted back to the company for qualifying project expenditures.

- Section 3.0** That the City shall provide a copy of this resolution to the Iowa Economic Development Authority and shall file this resolution with the Pottawattamie County Recorder.
- Section 4.0** The Mayor is hereby authorized to take such further actions as are deemed necessary in order to carry into effect the provisions of this resolution including the signing of certain agreements relating to the project.
- Section 5.0** The provisions of this resolution shall be governed by the laws of the State of Iowa.
- Section 6.0** That all resolutions and parts thereof in conflict therewith are hereby repealed to the extent of such conflict.
- Section 7.0** That the provisions of this resolution are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.
- Section 8.0** That the approval of the High Quality Jobs Program and Targeted Jobs Withholding Tax Credit Program benefits are contingent upon the company meeting all applicable City codes and ordinances.
- Section 9.0** That this resolution shall become effective immediately upon passage and approval.

ADOPTED
AND
APPROVED:

December 19, 2016

Matthew J. Walsh

Mayor

ATTEST:

Jodi Quakenbush

Deputy City Clerk

Council Communication

| | | |
|---|--|--------------------------|
| Department: Community Development | Ordinance No.: N/A Resolution No.: 16-322 | City Council: 12-19-2016 |
| Case/Project No.: N/A | | |
| Subject/Title | | |
| U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant Application | | |
| Location | | |
| City-Wide with emphasis on West Broadway Redevelopment | | |
| Background/Discussion | | |
| <p><u>Background</u></p> <p>The U.S. Environmental Protection Agency (EPA) has established a Brownfields Assessment Grant Program. This Program provides local communities with up to \$200,000 for assessment activities, cleanup activities, revolving loan programs, planning grants and technical assistance. These grants may be used to address sites contaminated by petroleum and hazardous substances, pollutants or contaminants. To date, the City has received \$1,400,000 in EPA Brownfields Grants for environmental assessment, clean-up, and planning activities focused on South Main, Mid-City and West Broadway.</p> <p><u>Discussion</u></p> <p>By December 30, 2016, the City will have expended all of its FY 2013 EPA Brownfields Assessment Grant funds. These funds are utilized to inventory, characterize, assess and conduct planning for many properties located throughout the city with priority in the West Broadway Corridor.</p> <p>At this time, staff is proposing another EPA Brownfields Assessment Grant application focus on the City's West Broadway initiatives. If awarded, funding is envisioned to assist environment assessments for the following activities:</p> <ul style="list-style-type: none"> • Updating assessments on properties and structures already owned by the City which are scheduled for demolition; • Completing assessments on properties that the City may acquire along the corridor in the future; and • Completing assessments on private redevelopment activities in the corridor. | | |
| Staff Recommendation | | |
| The Community Development Department recommends City Council adopt a resolution authorizing the Mayor to submit an US EPA Brownfields Assessment Grant application. | | |
| Staff Recommendation | | |
| <u>Draft application</u> | | |

Submitted by: Courtney Harter, Project Coordinator, Community Development Department
 Approved by: Donald D. Gross, Director, Community Development Department

RESOLUTION NO. 16-322

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN US ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS ASSESSMENT GRANT.

WHEREAS, EPA has established the Brownfield Assessment Grant Program and has announced funding availability under said Program;

WHEREAS, the City is an eligible applicant with a proven track record of successfully implementing funding under said Program; and

WHEREAS; the continued redevelopment of the West Broadway corridor will require environmental assessments associated with demolition, acquisition and private redevelopment: and

WHEREAS, the said Program is a source of funding for environmental assessments; and

WHEREAS, an application for said funds is in the best interest of the City.

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

That the Mayor is hereby authorized and directed to submit an US EPA Brownfields Assessment Grant application.

ADOPTED
AND
APPROVED:

December 19, 2016

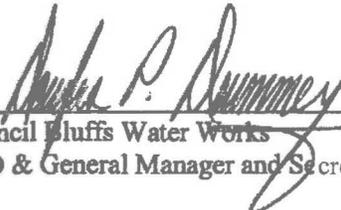
Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush Deputy City Clerk

Council Communication

| | | |
|--|--------------------------|-----------------------------------|
| Department: Council Bluffs Water Works Case/Project No. Applicant: Board of Trustees | Resolution 16-323 | Council Action: 12/19/2016 |
| Subject Title | | |
| Resolution Number 16-323, approving the Calendar Year 2017 Budget for the Council Bluffs Water Works. | | |
| Background/Discussion | | |
| Chapter 384.2 of the Code of Iowa, requires the City Council to approve the Council Bluffs Water Works Budget by resolution. On November 15, 2016, the Board of Water Works Trustees held a public hearing and adopted the Calendar Year 2017 Budget which begins on January 1, 2017. | | |
| Recommendation | | |
| Respectfully request the City Council approve Resolution 16-323 adopting the Council Bluffs Water Works Budget for 2017 as required by Iowa Code. | | |



Council Bluffs Water Works
CEO & General Manager and Secretary of the Board

Mayor Signature

ADOPTED BUDGET SUMMARY

Calendar Year
YEAR
2017
(specify fiscal or calendar year budget)

Council Bluffs Water Works
NAME OF ENTERPRISE

| | | <u>Budget</u> | <u>Re-Estimated</u> | <u>Actual</u> |
|--|---------------------------------------|-----------------------|-----------------------|-----------------------|
| | <small>(specify budget years)</small> | <u>CY 2017</u> | <u>CY 2016</u> | <u>CY 2015</u> |
| REVENUES & OTHER FINANCING SOURCES | | | | |
| Use of Money and Property | (line 398) | 241 52,000 | 271 41,000 | 301 22,115 |
| Charges for Services | (line 414) | 243 11,706,000 | 273 11,612,000 | 303 10,780,367 |
| Miscellaneous | (line 416) | 245 646,000 | 275 722,800 | 305 549,805 |
| Operating Transfers In | (line 417) | 247 | 277 | 307 |
| Proceeds of Long Term Debt | (line 418) | 248 | 278 | 308 1,215,000 |
| Proceeds of Fixed Asset Sales | (line 419) | 249 (5,000) | 279 (5,000) | 309 (42) |
| Total Revenues & Other Financing Sources | | 250 12,399,000 | 280 12,370,800 | 310 12,567,245 |
| EXPENDITURES & TRANSFERS OUT | | | | |
| Expenditures | (line 386) | 255 13,353,000 | 285 12,206,500 | 315 12,146,158 |
| Transfers Out | (line 387) | 259 | 289 | 319 |
| Total Expenditures & Transfers Out | | 260 13,353,000 | 290 12,206,500 | 320 12,146,158 |
| Excess of Revenues & Other Sources | | | | |
| Over (Under) Expenditures & Transfers Out | | 261 (954,000) | 291 164,300 | 321 421,087 |
| BEGINNING Fund Balance | (line 390) | 262 4,444,328 | 292 4,280,028 | 322 3,858,941 |
| ENDING Fund Balance | (line 388) | 263 3,490,328 | 293 4,444,328 | 323 4,280,028 |

ADOPTED BUDGET SUMMARY

| <u>Council Bluffs Water Works</u> | | <u>Calendar Year</u> | | <u>YEAR</u> | | | |
|--|------------|---|---------------------|----------------|-------------------|------------|-------------------|
| <u>NAME OF ENTERPRISE</u> | | <i>(specify fiscal or calendar year budget)</i> | | <u>2017</u> | | | |
| | | <u>Budget</u> | <u>Re-Estimated</u> | <u>Actual</u> | | | |
| | | <u>CY 2017</u> | <u>CY 2016</u> | <u>CY 2015</u> | | | |
| | | <i>(specify budget years)</i> | | | | | |
| REVENUES & OTHER FINANCING SOURCES | | | | | | | |
| Use of Money and Property | (line 398) | 241 | 52,000 | 271 | 41,000 | 301 | 22,115 |
| Charges for Services | (line 414) | 243 | 11,706,000 | 273 | 11,612,000 | 303 | 10,780,367 |
| Miscellaneous | (line 416) | 245 | 646,000 | 275 | 722,800 | 305 | 549,805 |
| Operating Transfers In | (line 417) | 247 | | 277 | | 307 | |
| Proceeds of Long Term Debt | (line 418) | 248 | | 278 | | 308 | 1,215,000 |
| Proceeds of Fixed Asset Sales | (line 419) | 249 | (5,000) | 279 | (5,000) | 309 | (42) |
| Total Revenues & Other Financing Sources | | 250 | 12,399,000 | 280 | 12,370,800 | 310 | 12,567,245 |
| EXPENDITURES & TRANSFERS OUT | | | | | | | |
| Expenditures | (line 386) | 255 | 13,353,000 | 285 | 12,206,500 | 315 | 12,146,158 |
| Transfers Out | (line 387) | 259 | | 289 | | 319 | |
| Total Expenditures & Transfers Out | | 260 | 13,353,000 | 290 | 12,206,500 | 320 | 12,146,158 |
| Excess of Revenues & Other Sources | | | | | | | |
| Over (Under) Expenditures & Transfers Out | | 261 | (954,000) | 291 | 164,300 | 321 | 421,087 |
| BEGINNING Fund Balance | (line 390) | 262 | 4,444,328 | 292 | 4,280,028 | 322 | 3,858,941 |
| ENDING Fund Balance | (line 388) | 263 | 3,490,328 | 293 | 4,444,328 | 323 | 4,280,028 |

88

ADOPTED BUDGET SUMMARY

| Council Bluffs Water Works NAME OF ENTERPRISE | | Calendar Year <small>(specify fiscal or calendar year budget)</small> | | YEAR 2017 | |
|--|------------|--|-------------------------|-------------------|-------------------|
| | | Budget CY 2017 | Re-Estimated CY 2016 | Actual CY 2015 | |
| | | <small>(specify budget years)</small> | | | |
| REVENUES & OTHER FINANCING SOURCES | | | | | |
| Use of Money and Property | (line 398) | 241 52,000 | 271 41,000 | 301 | 22,115 |
| Charges for Services | (line 414) | 243 11,708,000 | 273 11,612,000 | 303 | 10,780,367 |
| Miscellaneous | (line 416) | 245 646,000 | 275 722,800 | 305 | 549,805 |
| Operating Transfers In | (line 417) | 247 | 277 | 307 | |
| Proceeds of Long Term Debt | (line 418) | 248 | 278 | 308 | 1,215,000 |
| Proceeds of Fixed Asset Sales | (line 419) | 249 (5,000) | 279 (5,000) | 309 | (42) |
| Total Revenues & Other Financing Sources | | 250 12,399,000 | 280 12,370,800 | 310 | 12,567,245 |
| EXPENDITURES & TRANSFERS OUT | | | | | |
| Expenditures | (line 386) | 255 13,353,000 | 285 12,206,500 | 315 | 12,146,158 |
| Transfers Out | (line 387) | 259 | 289 | 319 | |
| Total Expenditures & Transfers Out | | 260 13,353,000 | 290 12,206,500 | 320 | 12,146,158 |
| Excess of Revenues & Other Sources | | | | | |
| Over (Under) Expenditures & Transfers Out | | 261 (954,000) | 291 164,300 | 321 | 421,087 |
| BEGINNING Fund Balance | (line 390) | 262 4,444,328 | 292 4,280,028 | 322 | 3,858,941 |
| ENDING Fund Balance | (line 388) | 263 3,490,328 | 293 4,444,328 | 323 | 4,280,028 |

RESOURCES DETAIL

| | | Calendar Year 2017 | | |
|-------------------------------|-----|---|-------------------------|-------------------|
| | | <i>(specify if budget is fiscal or calendar year)</i> | | |
| <i>(specify budget years)</i> | | Budget CY 2017 | Re-Estimated CY 2016 | Actual CY 2015 |
| Beginning Fund Balance | 390 | 4,444,328 | 4,280,028 | 3,858,941 |
| Use of Money & Property | 398 | 52,000 | 41,000 | 22,115 |
| Charges for Services: | 411 | | | |
| Hospital | 404 | 11,706,000 | 11,612,000 | 10,780,367 |
| Water | 405 | | | |
| Sewer | 406 | | | |
| Electric | 407 | | | |
| Gas | 414 | 11,706,000 | 11,612,000 | 10,780,367 |
| Total Charges for Services | 418 | 646,000 | 722,800 | 549,805 |
| Miscellaneous | 417 | | | |
| Other Financing Sources: | 418 | | | |
| Operating Transfers In | 419 | (5,000) | (5,000) | (42) |
| Proceeds of Long Term Debt | | | | 1,215,000 |
| Proceeds of Fixed Asset Sales | 421 | 16,843,328 | 16,650,828 | 16,426,186 |
| Total Resources | | | | |

H8

REQUIREMENTS DETAIL

| | | Calendar Year 2017 | | |
|-------------------------------|-----|-------------------------------|-------------------------|-------------------|
| | | <i>(specify budget years)</i> | | |
| <i>(specify budget years)</i> | | Budget CY 2017 | Re-Estimated CY 2016 | Actual CY 2015 |
| Expenditures: | 338 | | | |
| Hospital | 360 | 13,353,000 | 12,206,500 | 12,146,158 |
| Water | 357 | | | |
| Sewer | 361 | | | |
| Electric | 362 | | | |
| Gas | 386 | 13,353,000 | 12,206,500 | 12,146,158 |
| Total Expenditures: | 387 | | | |
| Transfers Out | 388 | 3,490,328 | 4,444,328 | 4,280,028 |
| Ending Fund Balance | 389 | 16,843,328 | 16,650,828 | 16,426,186 |
| Total Requirements | | | | |

RESOURCES DETAIL

Calendar Year 2017
(specify if budget is fiscal or calendar year)

| | | Budget CY 2017 | Re-Estimated CY 2016 | Actual CY 2015 |
|------------------------------------|-----|-------------------|-------------------------|-------------------|
| <i>(specify budget years)</i> | | | | |
| Beginning Fund Balance | 390 | 4,444,328 | 4,280,028 | 3,858,941 |
| Use of Money & Property | 398 | 52,000 | 41,000 | 22,115 |
| Charges for Services: | | | | |
| Hospital | 411 | | | |
| Water | 404 | 11,706,000 | 11,612,000 | 10,780,367 |
| Sewer | 405 | | | |
| Electric | 406 | | | |
| Gas | 407 | | | |
| Total Charges for Services | 414 | 11,706,000 | 11,612,000 | 10,780,367 |
| Miscellaneous | 416 | 646,000 | 722,800 | 549,805 |
| Other Financing Sources: | | | | |
| Operating Transfers In | 417 | | | |
| Proceeds of Long Term Debt | 418 | | | 1,215,000 |
| Proceeds of Fixed Asset Sales | 419 | (5,000) | (5,000) | (42) |
| Total Resources | 421 | 16,843,328 | 16,650,828 | 16,426,186 |

H8

REQUIREMENTS DETAIL

| | | Budget CY 2017 | Re-Estimated CY 2016 | Actual CY 2015 |
|-------------------------------|-----|-------------------|-------------------------|-------------------|
| <i>(specify budget years)</i> | | | | |
| Expenditures: | | | | |
| Hospital | 338 | | | |
| Water | 360 | 13,353,000 | 12,206,500 | 12,146,158 |
| Sewer | 357 | | | |
| Electric | 361 | | | |
| Gas | 362 | | | |
| Total Expenditures: | 386 | 13,353,000 | 12,206,500 | 12,146,158 |
| Transfers Out | 387 | | | |
| Ending Fund Balance | 388 | 3,490,328 | 4,444,328 | 4,280,028 |
| Total Requirements | 389 | 16,843,328 | 16,650,828 | 16,426,186 |

RESOURCES DETAIL

Calendar Year 2017
(specify if budget is fiscal or calendar year)

| | <i>(specify budget years)</i> | Budget CY 2017 | Re-Estimated CY 2016 | Actual CY 2015 |
|-------------------------------|-------------------------------|-------------------|-------------------------|-------------------|
| Beginning Fund Balance | 390 | 4,444,328 | 4,280,028 | 3,858,941 |
| Use of Money & Property | 398 | 52,000 | 41,000 | 22,115 |
| Charges for Services: | | | | |
| Hospital | 411 | | | |
| Water | 404 | 11,706,000 | 11,612,000 | 10,780,367 |
| Sewer | 405 | | | |
| Electric | 406 | | | |
| Gas | 407 | | | |
| Total Charges for Services | 414 | 11,706,000 | 11,612,000 | 10,780,367 |
| Miscellaneous | 416 | 646,000 | 722,800 | 549,805 |
| Other Financing Sources: | | | | |
| Operating Transfers In | 417 | | | |
| Proceeds of Long Term Debt | 418 | | | 1,215,000 |
| Proceeds of Fixed Asset Sales | 419 | (5,000) | (5,000) | (42) |
| Total Resources | 421 | 16,843,328 | 16,650,828 | 16,426,186 |

H8

REQUIREMENTS DETAIL

| | <i>(specify budget years)</i> | Budget CY 2017 | Re-Estimated CY 2016 | Actual CY 2015 |
|---------------------|-------------------------------|-------------------|-------------------------|-------------------|
| Expenditures: | | | | |
| Hospital | 338 | | | |
| Water | 360 | 13,353,000 | 12,206,500 | 12,146,158 |
| Sewer | 357 | | | |
| Electric | 361 | | | |
| Gas | 362 | | | |
| Total Expenditures: | 368 | 13,353,000 | 12,206,500 | 12,146,158 |
| Transfers Out | 387 | | | |
| Ending Fund Balance | 388 | 3,490,328 | 4,444,328 | 4,280,028 |
| Total Requirements | 389 | 16,843,328 | 16,650,828 | 16,426,186 |

RESOLUTION NO. 16-323

WHEREAS, Chapter 384.2 of the Code of Iowa requires the City Council to approve the Council Bluffs Water Works budget by resolution, and

WHEREAS, On November 15, 2016, the Board of Water Works Trustees held a public hearing and adopted their Calendar Year 2017 budget which begins on January 1, 2017.

NOW, THEREFORE, BE IT RESOLVE BY THE CITY COUNCIL
OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That this City Council hereby approves the Calendar Year 2017 budget as heard and adopted by the Board of Water Works Trustees and authorizes the City Clerk to file this budget with the Pottawattamie County Auditor.

ADOPTED
AND
APPROVED

December 19, 2016

MATTHEW J. WALSH JR. MAYOR

ATTEST

JODI QUAKENBUSH DEPUTY CITY CLERK

Council Communication
December 19, 2016

| | | |
|---|------------------------------|--|
| Department: Advance Southwest Iowa Corp. | Resolution No: 16-324 | City Council: December 19, 2016 |
| Subject/Title: Resolution of support for Rasmussen Mechanical Services, Inc.'s Grayfield Redevelopment Tax Credit Application. | | |
| Location: Headquarter Location – 3100 Nebraska Avenue, Council Bluffs, IA 51501 Expansion Location – 3211 Nebraska Avenue, Council Bluffs, IA 51501 | | |
| Company Background: Established in 1970, Rasmussen Mechanical Service, Inc. has been providing mechanical services to commercial, industrial and institutional clients throughout the Central United States. Services include HVAC, Temperature Controls, Mechanical Construction, Boiler Code Fabrication, Burner Services, Balancing, Lab Safety and Predictive Maintenance. Rasmussen is headquartered in Council Bluffs, IA but also has locations in Sioux City, IA Rapid City, SD, Kearney and Lincoln, NE and Commerce City, CO. Approximately 72% of Rasmussen's client base and sales are from outside the State of Iowa. | | |
| Scope of Project: As Rasmussen's client base continues to grow throughout the Central United States, so must their facilities and their workforce. In order to expand and protect their headquarter operations in Iowa and increase their customer service efficiency, Rasmussen intends to purchase an existing 155,000 square foot building located at 3211 Nebraska Avenue in Council Bluffs, IA. The 3211 Nebraska Avenue building is in close proximity to their existing Council Bluffs operations. The first phase of the project is for Rasmussen to acquire the building located at 3211 Nebraska Avenue and renovate the offices for the purpose of relocating their Corporate Accounting Department from Sioux City, IA to Council Bluffs, IA. | | |
| Project Budget: The project budget is \$6,550,000 with \$2,550,000 of the costs in building acquisition, \$1,000,000 in site preparation and \$3,000,000 in building renovation costs. | | |
| Project Workforce: Rasmussen employs 90 full-time employees at their headquarter facilities in Council Bluffs, IA. This project will create 12 new full-time positions and retain all 90 of their existing full-time employees. The average hourly wage for the 12 new full-time positons is \$28.00 and is expected to increase to \$30.00 over the course of the next 36-months. These positions include 1 controller, 1 assistant controller, 1 executive assistant, 5 accountants, 1 warehouse technician, 1 sales associate and 2 service technicians. All full-time employees receive health and dental insurance, 401(k) retirement plan, life insurance and paid vacation and sick leave. | | |
| Discussion: 3211 Nebraska Avenue is a Grayfield site as defined in Iowa Code Section 15.291. The property has been developed and has infrastructure in place but the property's current use is outdated and prevents a better or more efficient use. The property's improvements and infrastructure are at least 25-years old and at least 30% of the building has been vacant for a minimum of 12-months. | | |

Project Timeline:

Rasmussen expects to make the final decision to purchase the facility at 3211 Nebraska Avenue in January 2017. Once the building is acquired, site preparation and renovations will commence with completion and occupancy occurring in 2020. It has been discussed that the receipt of State and local incentives are vital to Rasmussen's decision to purchase the facility and move forward with their expansion project in Council Bluffs.

Staff Recommendation:

The Advance Southwest Iowa Corporation recommends that the City Council adopt the resolution supporting the Grayfield redevelopment tax credit application by Rasmussen Mechanical Services, Inc.

Respectfully Submitted By: Paula Hazlewood, Executive Director, Advance Southwest Iowa Corporation

RESOLUTION NO. 16-324

A RESOLUTION OF SUPPORT FOR RASMUSSEN MECHANICAL SERVICES, INC.'S GRAYFIELD REDEVELOPMENT TAX CREDIT APPLICATION FOR THE PROPERTY LOCATED AT 3211 NEBRASKA AVENUE, COUNCIL BLUFFS, IOWA

WHEREAS, the City of Council Bluffs, Iowa has been informed by Rasmussen Mechanical Services, Inc. that a Business Financial Assistance application will be filed with the Iowa Economic Development Authority (IEDA) for an existing building located at 3211 Nebraska Avenue; and

WHEREAS, 3211 Nebraska Avenue is an eligible Grayfield site as defined in the Iowa Code Section 15.291; and

WHEREAS, this redevelopment project will involve the acquisition and renovation of 3211 Nebraska Avenue; and

WHEREAS, it is the opinion of the City Council that it would be in the best interest of the City to assist Rasmussen Mechanical Services, Inc. in realizing this important redevelopment opportunity.

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

That the City Council hereby supports Rasmussen Mechanical Services, Inc.'s Grayfield Redevelopment tax credit application for the redevelopment project located at 3211 Nebraska Avenue, Council Bluffs, Iowa.

ADOPTED
AND
APPROVED:

December 19, 2016

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush Deputy City Clerk



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Applicant LC0007974, Andrews Lounge, 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): Andrews Lounge, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Andrews Lounge

Address of Premise: 1210 N. 25th Street

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501-0000

Business Phone: (712) 328-2229 Cell / Home Phone: (712) 325-1071

Same Address

Mailing Address: 19402 Monument Rd

Mailing Address Line 2: _____

City: Council Bluffs State: Iowa

Zip: 51503000

Contact Name: James

Phone: (712) 325-1071 Email Address: lucas@dinklagecpa.com

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Applicant LE0000824, Ameristar Casino Council Bluffs 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): **Ameristar Casino Council Bluffs** (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): **Ameristar Casino Council Bluffs Inc**

Address of Premise: **2200 River Rd**

Address Line 2:

City: **Council Bluffs**

County: **Pottawattamie**

Zip: **51501-1768**

Business Phone: **(712) 328-8888** Cell / Home Phone:

Same Address

Mailing Address: **2200 River Rd**

Mailing Address Line 2:

City: **Council Bluffs** State: **Iowa**

Zip: **51501-1768**

Contact Name: **Bethany Seidel**

Phone: **(712) 328-8888** Email Address: **Bethany.Seidel@pnkmail.com**

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Applicant LE0001756, I 80 Liquor, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): J & R Liquor LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): I 80 Liquor

Address of Premises: 2411 S 24th Street #1

Address Line 2: _____

City: Council Bluffs Same Address

County: Pottawattamie

Zip: 51501

Business Phone: (712) 323-1807 Cell / Home Phone: (712) 326-0639

Mailing Address: 2411 S 24th Street #1

Mailing Address Line 2: _____

City: Council Bluffs State: Iowa

Zip: 51501

Contact Name: Brandon Juon

Phone: (712) 326-0639 Email Address: igloradaysbar@gmail.com

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Applicant LC0032290, Iowa Western Community College, 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): Iowa Western Community Col (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Iowa Western Community College

Address of Premise: 2700 College Rd.

Address Line 2: _____

City: Council Bluffs ✓

County: Pottawattamie ▼

Zip: 51503

Business Phone: (712) 325-3200 Cell / Home Phone: _____

Same Address

Mailing Address: 2700 College Rd.

Mailing Address Line 2: Food Service

City: Council Bluffs State: Iowa ▼

Zip: 51503

Contact Name: Amy Partch

Phone: (712) 256-7818 Email Address: japartch@iwcc.edu

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Applicant LE0002073, Kwik Shop #527, Council Bluffs

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

Name of Business (D/B/A): Kwik Shop #527

Address of Premise: 3632 Avenue G

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 323-1208 Cell / Home Phone: (402) 575-0930

Same Address

Mailing Address: 2620 Elm Hill Pike

Mailing Address Line 2: P.O. Box 305103

City: Nashville State: Tennessee

Zip: 37230-5103

Contact Name: Todd A. Gibson

Phone: (615) 232-9498 Email Address: business.license@kroger.com

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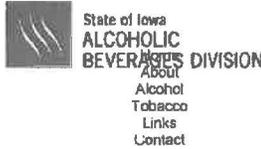


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Applicant BC0030118, Speedy Gas N Shop, Council Bluffs

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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: State:

Zip:

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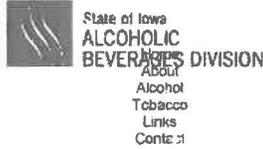


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Applicant LE0002537, Wal-Mart #3150, Council Bluffs

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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 #3150

Address of Premise: 1800 N. 16TH ST.

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (479) 777-0866 Cell / Home Phone: _____

Same Address

Mailing Address: 508 SW 6th Street

Mailing Address Line 2: _____

City: Bentonville State: Arkansas

Zip: 72716

Contact Name: Cynthia Montero

Phone: (479) 277-0270 Email Address: cynthia.montero@walmart.co

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