Council Communication

Department: Community Development Case/Project No. MIS-08-002	Resolution No. 09-03	Planning Commission: 12-9-08 City Council: 1-12-09

Subject/Title

Adoption of the FY 2009-10 through 2013-14 Capital Improvement Program

Background/Discussion

The City annually prepares and adopts a Capital Improvement Program (CIP). The CIP establishes which projects will be undertaken during the next fiscal year and proposes other projects for the balance of a five-year period. The CIP is utilized as a financial tool and is required to meet underwriting criteria for issuing bonded indebtedness. The CIP should also be considered as the primary method of implementing the goals and objectives of the City's Comprehensive Plan and other adopted plans or strategies.

City Council adopted Resolution 01-124, which established a process of preparing the CIP. This resolution also established goals, objectives, and specific capital improvement efforts in four categories. These categories include quality of life, public safety, utilities and transportation improvements.

City staff has prepared a document, which has been reviewed by the Mayor and approved for submission to the City Planning Commission and City Council. Staff is now requesting review and recommendation by the City Planning Commission on the proposed FY 2009/10 through 2013/14 CIP. Staff comments include:

- The proposed FY 2009-10 CIP outlines a detailed listing of projects and calls for the expenditure of $26,220,000. The FY 2009-10 CIP should be considered final.
- The balance of the CIP (FY 2010-11 through FY 2013-14) contains a preliminary allocation by department of $91,850,000 in expenditures over a four year period and should be considered preliminary. Additional project detail and revenue projections are necessary. Upon completion of these details, staff will schedule a proposed amendment to the CIP.

Recommendation

The Community Development Department recommends that the City Planning Commission approve the proposed Capital Improvement Program for FY 2009-10 through 2013-14, as presented.

Public Hearing

Don Gross appeared before the Planning Commission in favor of the request. No one appeared in opposition.

Planning Commission Recommendation

The Planning Commission recommends adoption of the Capital Improvement Program FY 2009-10 through 2013-14, as presented.

VOTE: AYE 7 NAY 0 ABSTAIN 0 ABSENT 4 Motion: Carried

Prepared By: Donald D. Gross, Director of Community Development Department
DDG/cac

5C

RESOLUTION NO. 09-03

A RESOLUTION APPROVING THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2009-10 THROUGH 2013-14.

WHEREAS, the City annually prepares and adopts a Capital Improvement Program which establishes projects to be undertaken during the next fiscal year and proposes projects for the balance of a five-year period; and

WHEREAS, the Capital Improvement Program is the primary method of implementing the goals and policies contained in the Comprehensive Plan; and

WHEREAS, a Capital Improvement Program has been prepared for the Mayor's submission to City Council; and

WHEREAS, the City Planning Commission has reviewed the FY 2009-10 through 2013-14 Capital Improvement Program as submitted by the Mayor and recommends adoption by the City Council; and

WHEREAS, after study and consideration, it is the belief of this City Council that approval of the Capital Improvement Program for FY 2009-10 through 2013-14 is in the best interest of the City of Council Bluffs, Iowa.

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

That the Capital Improvement Program for FY 2009-10 through 2013-14, attached hereto and make a part by reference, is hereby approved by the City Council of Council Bluffs, Iowa,

ADOPTED
AND
APPROVED January 12, 2009

Thomas P. Hanafan Mayor

ATTEST:

Judith Ridgeley City Clerk

Council Communication

Department: Finance/Purch. Case/Project No. Applicant.	Ordinance No. Resolution No. 09-04	Date: January 12, 2009

Subject/Title

PURCHASE Scott Eagle Imager thermal imaging cameras and accessories

Background/Discussion

On December 18, 2008 the Purchasing Division received bids for the purchase of Scott Eagle Imager thermal imaging cameras with truck chargers, a carrying case and magnetic antenna kits. Two (2) invitations to bid were mailed and one (1) bid was received because of distribution rights within the Scott Company. MES of Fremont NE declined to bid the imagers due to Ed M. Feld being the Iowa preferred vendor for Scott Aviation products and based on Feld's participiption with Scott in the imager evaluations.

The only bid received in the amount of $52,807.50 submitted by Ed M. Feld Equipment Company meets or exceeds all City Specifications and Ordinance Requirements.

Should Council approve this purchase, it would be the recommendation of the Purchasing Division to accept the bid submitted by Ed M. Feld Equipment Company and to purchase 6 cameras, 5 truck charging systems, 1 portable carrying case and 3 magnetic mount antennas w/receivers and accessories at a total net cost to the City of $52,807.50.

Department Head Signature

Mayor Signature

5D

RESOLUTION NO. 09-04

WHEREAS, the City of Council Bluffs Fire Department has a need to purchase New thermal imaging cameras and equipment to replace old, outdated equipment;

and

WHEREAS, bids have been received by the City with the lowest bid meeting City Specifications and Requirements being that of Ed M. Feld Equipment Company, for the net cost to the City of $52,807.50;

and

WHEREAS, this City Council deems the purchase of this equipment to be in the best interest of the City of Council Bluffs, Iowa:

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the above purchase be approved and the Director of Finance be and is hereby authorized, empowered and directed to purchase said thermal imaging cameras and equipment.

ADOPTED
AND
APPROVED: January 12, 2009

BY: _____
Thomas P. Hanafan, Mayor

ATTEST: _____
Judith H. Ridgeley, City Clerk

COUNCIL COMMUNICATION

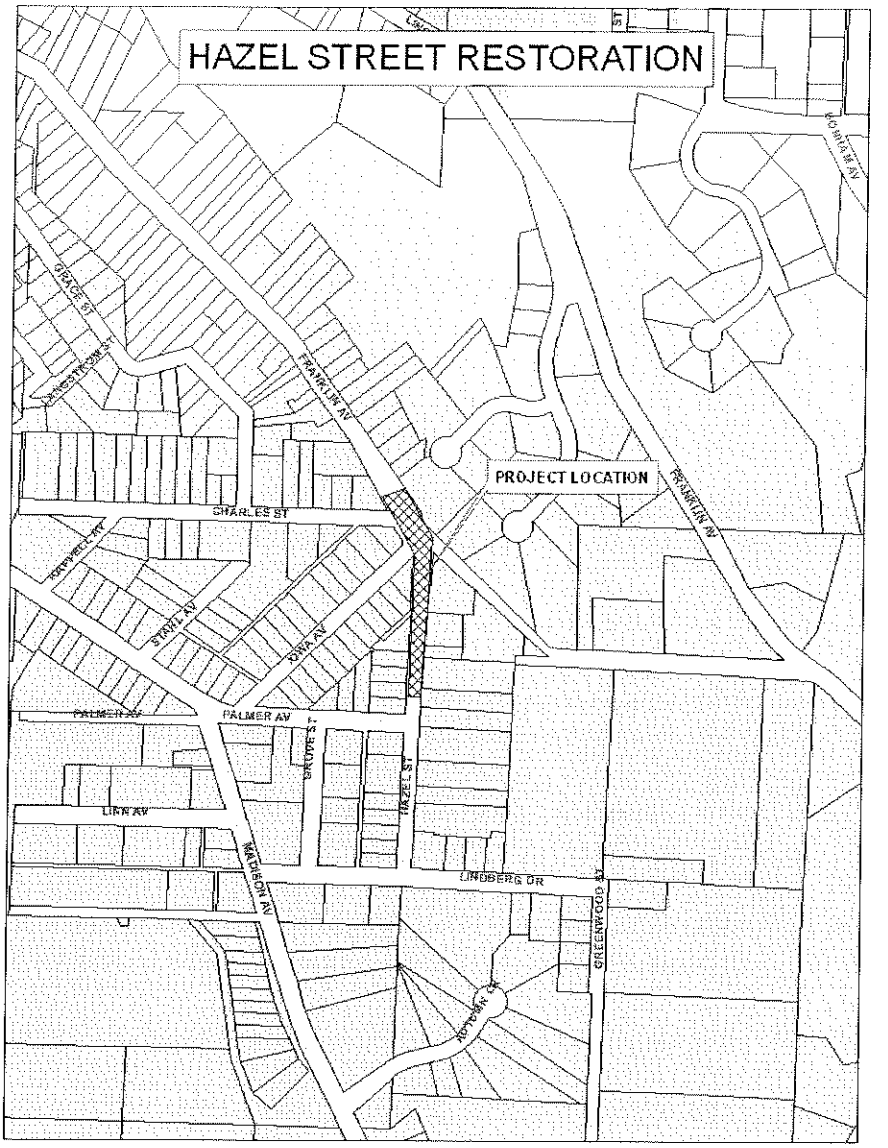
Department: Public Works | Ordinance No._____ | Date: January 12, 2009
Case/Project No.: FY10-04C | Resolution No.09-05
Applicant: Ron Neal, City Engineer

SUBJECT/TITLE

Council consideration of a resolution authorizing the Mayor to execute an agreement with HGM Associates, Inc. for engineering services in connection with the Hazel Street Restoration.

BACKGROUND/DISCUSSION

- Hazel Street is in the Loess Hills area south of Broadway and east of downtown in an older developed area of the city.
- Between Charles St. and Palmer Ave., Hazel Street splits into a lower roadway and a higher roadway.
- Between the lower and higher roadway is a steep vertical embankment covered by trees and brush. The "cliff" is approximately 30 feet at it's highest point.
- Recent intense rainfall events this past summer resulted in the excessive erosion which resulted in partial collapse of the upper roadway. The upper roadway is closed.
- The upper roadway provides direct access to several properties.
- FEMA was contacted and they evaluated the problem. FEMA concluded that the problem was related to the June, 2008 storm. Therefore the repairs are eligible for federal funds.
- FEMA requested the City develop alternative repairs. The city hired HGM and their study presented alternatives to correct the problem and return the area to a stable condition.
- FEMA approved a stable design alternative for a combination of fill and wall construction and replacement of damaged sanitary sewer and street pavement.
- FEMA will fund 90% of the construction costs and the city will be responsible for the remaining 10%.
- Estimated construction and engineering cost is approximately $850,000.00. The city's share will be approximately $85,000.
- The project will be added to the CIP as FY10-04C and local match will be funded by sales tax.



RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

RESOLUTION
NO. 09-05

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH HGM ASSOCIATES, INC. FOR ENGINEERING SERVICES IN CONNECTION WITH THE HAZEL STREET RESTORATION FY10-04C

WHEREAS, the city wishes to make improvements known as the Hazel Street Restoration, within the city, as therein described; and

WHEREAS, HGM Associates, Inc. has submitted an agreement to provide engineering services for the work necessary for said improvements; and

WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with HGM Associates, Inc. for engineering services relative to the Hazel Street Restoration.

ADOPTED
AND
APPROVED January 12, 2009

_____
Thomas P. Hanafan, Mayor

ATTEST: _____
Judith Ridgeley, City Clerk

Contract for Engineering Services

THIS CONTRACT, executed by the CITY OF COUNCIL BLUFFS, IOWA, FIRST PARTY, hereinafter referred to as the CONTRACTING AUTHORITY; and HGM ASSOCIATES INC., 640 Fifth Avenue, P.O. Box 919, Council Bluffs, Iowa, 51502, SECOND PARTY, hereinafter referred to as the ENGINEER; made this _____ day of _____, 200__, in consideration of the mutual covenants hereinafter:

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

HAZEL STREET EROSION CONTROL IMPROVEMENTS
CITY OF COUNCIL BLUFFS, IOWA

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

I. Scope of Services:

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

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

C. Prepare plans and specifications for the construction of the project improvements. There will be two phases to this service, a preliminary design phase and a final design phase.

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

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

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

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

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

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

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

II. Terms and Conditions:

A. The ENGINEER agrees to:

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

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

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

1. For items I.A. and I.F. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll costs times 2.15 with a negotiated "not to exceed" maximum amount.

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

3. For item I.E. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15 with negotiated maximum amount based on a percent (%) of the *averaged construction cost amount*. The *averaged construction cost amount* shall be equal to the average amount of the bid amount of the two (2) low bidders.

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

5. For item I.H. the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15.

6. For additional services performed by the ENGINEER as authorized in writing by the CONTRACTING AUTHORITY the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15.

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

8. The payroll cost used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the project, including--but not limited to -- engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks; plus the cost of fringe benefits including -- but not limited to -- social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The payroll cost will be determined by multiplying actual payroll times 1.30.

C. GENERAL CONDITIONS:

1. Ownership of Documents:

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

2. Termination of Agreement:

This agreement, or any portion thereof, may be terminated immediately upon written notice by the CONTRACTING AUTHORITY. In event such Notice of Termination shall be given by the CONTRACTING AUTHORITY, the payment for unbilled Engineering Services for work performed prior to the date of termination shall be determined by multiplying the ENGINEER'S payroll cost times 2.15, plus outside expense.

3. Revision of Completed Documents of Service:

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

In the event that the document of service prepared by the ENGINEER is found to be inadequate and revision or reworking of the document of service is necessary, the ENGINEER agrees that it shall do such revising without expense to the CONTRACTING AUTHORITY, even though final payment may have been received. The ENGINEER must give immediate attention to these changes so there will be a minimum of delay in the project. Should the CONTRACTING AUTHORITY find it desirable to have previously satisfactorily completed and accepted document of service or parts thereof revised, the ENGINEER shall make such revisions if requested and directed by the CONTRACTING AUTHORITY in writing. This work will be paid for as provided in Section II.B.6.

4. Extra Work/Changes in Scope:

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

5. Indemnification:

The ENGINEER hereby agrees to indemnify, defend and save harmless the CONTRACTING AUTHORITY, its officers, agents, and employees from and against any and all claims arising out of the negligent acts, errors, or omissions of the ENGINEER, its officers, agents, and employees in the execution of the work specified in this contract.

6. Insurance:

The ENGINEER hereby agrees to obtain and to keep in force during the term of this contract the below-described insurance coverage relating to the work specified under this contract. The ENGINEER will furnish the CONTRACTING AUTHORITY with evidence of such coverage prior to commencing any work under this contract.

Insurance coverage, which the ENGINEER shall obtain and keep in force, is as follows:

a. Worker's Compensation insurance as required under the laws applicable to the work, and Employer's Liability insurance at a level of $500,000, which shall cover all of the ENGINEER'S employees engaged in the work.

b. Automobile Liability insurance covering all automotive equipment used in connection with the work under this contract, with not less than $1,000,000 bodily injury per occurrence, and property damage insurance with $500,000 per occurrence and $1,000,000 aggregate.

c. Comprehensive General Liability insurance (including contractual, products and completed operations liability insurance) covering work performed under this contract, with not less than $1,000,000 per occurrence for bodily injury, and property damage insurance with limits of $500,000 per occurrence and $1,000,000 aggregate.

d. Excess Liability insurance of $1,000,000.

7. Successors and Assigns:

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

Dated this_____day of_____, 200_.

CITY OF COUNCIL BLUFFS, IOWA * FIRST PARTY
CONTRACTING AUTHORITY

By:_____
Mayor: Thomas P. Hanafan

Attest:_____
City Clerk: Judith H. Ridgeley

HGM ASSOCIATES INC. * SECOND PARTY
ENGINEER

By:_____
Kim I. McKeown, P.E.
President

Attest:_____
Terrence L. Smith, P.E.
Project Manager

COUNCIL COMMUNICATION

Department: Public Works | Ordinance No._____ | Date: January 12, 2009
Case/Project No.:_____ | Resolution No.09-06
Applicant: Ron Neal, City Engineer

SUBJECT/TITLE

Consideration of a resolution authorizing the Mayor to execute IDOT Agreement No. 2009-16-024, Project No. ITS-29-2(66)47--25-78 Intelligent Transportation System (ITS) Network.

BACKGROUND/DISCUSSION

- As part of the interstate reconstruction, IDOT is installing an ITS network consisting of cameras, sensors, dynamic message boards, and fiber optic interconnect. This technology will assist in traffic operations and information dissemination.

- The system creates a network which includes not only interstate but major arterial streets as well. This network can be used to monitor and manage traffic flows.

- The system covers all of Interstates 29 & 80 in the city limits, So. 24th Street, 23rd Avenue, 35th Street, W. Broadway, and Kanesville. All the city traffic signals along these routes will be connected to the fiber optic network. The city will be able to monitor traffic flows from Traffic Maintenance (1901 2nd Avenue), Street Maintenance (1301 2nd Avenue), and Engineering (209 Pearl Street). IDOT will have access to information at Maintenance Garage on No. 25th Street and on South Expressway, and at the engineering office in the Omni Center.

- There is no direct cost to the city for participation in the project. Because many of the existing traffic signals are not compatible with fiber optics, the city will have to purchase (18) ethernet switches and (18) new signal controllers. Total cost is about $50,000 and will be funded by GO Bonds from project FY09-06B in the CIP, Traffic Signal Replacement.

- The IDOT is providing the city with 24 strands of fiber optic cable along most of the corridors. The capacity of these fibers exceeds the anticipated needs of the Traffic Management Operations. The excess capacity is available to serve as part of a computer network for city departments.

- The project is programmed for construction in 2009.

RECOMMENDATION

Approval of this resolution.

5F

Greg Reeder, Public Works Director

RESOLUTION
NO. 09-06

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE IDOT AGREEMENT NO. 2009-16-024 PROJECT NO. ITS-29-2(66)47--25-78 INTELLIGENT TRANSPORTATION SYSTEM (ITS) NETWORK

WHEREAS, the city wishes to make improvements known as the Intelligent Transportation System ITS Network, within the city, as therein described; and

WHEREAS, IDOT has submitted an agreement to provide services for the work necessary for said improvements; and

WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

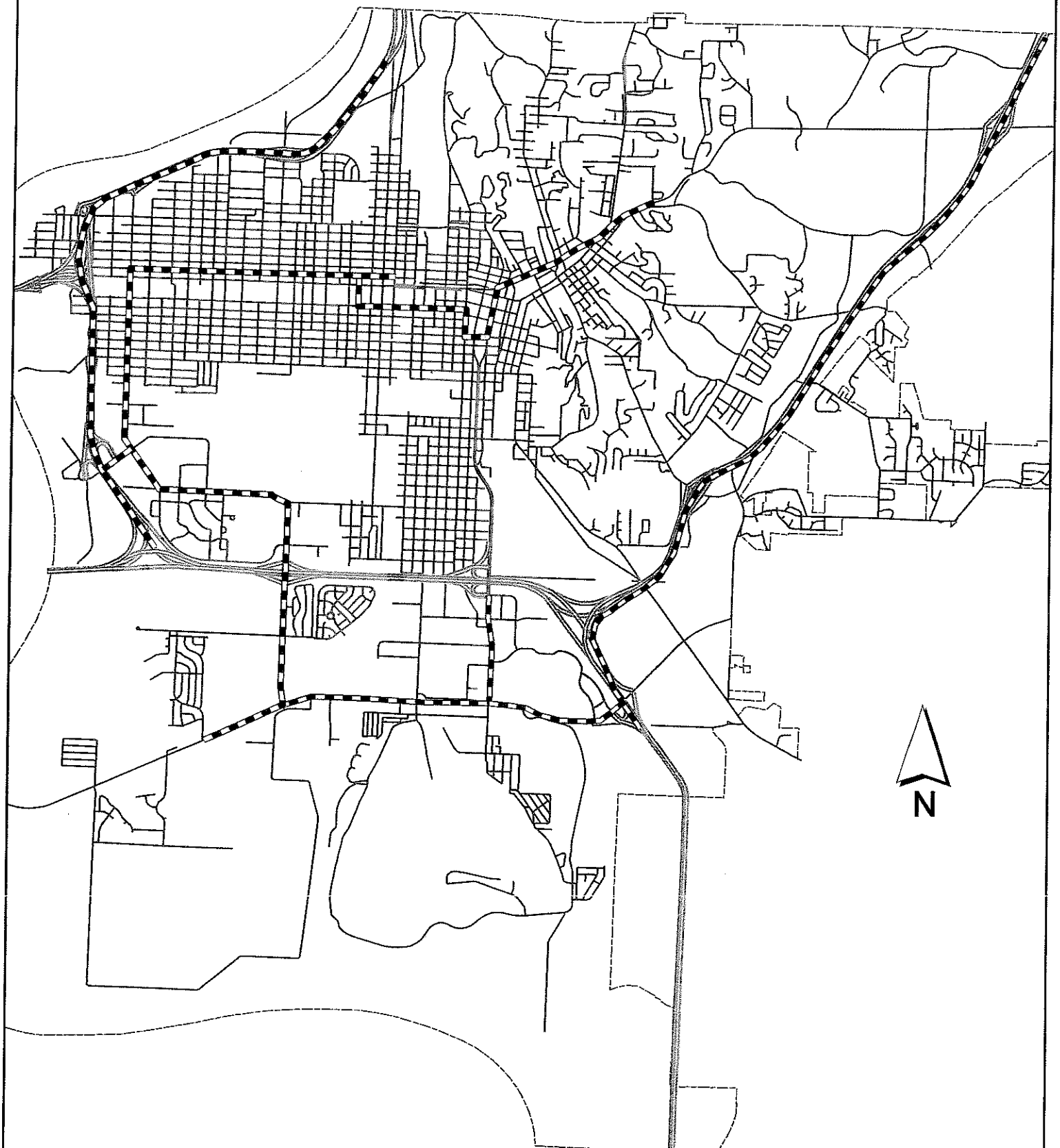
That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with Iowa Department of Transportation for services relative to the Intelligent Transportation System ITS Network.

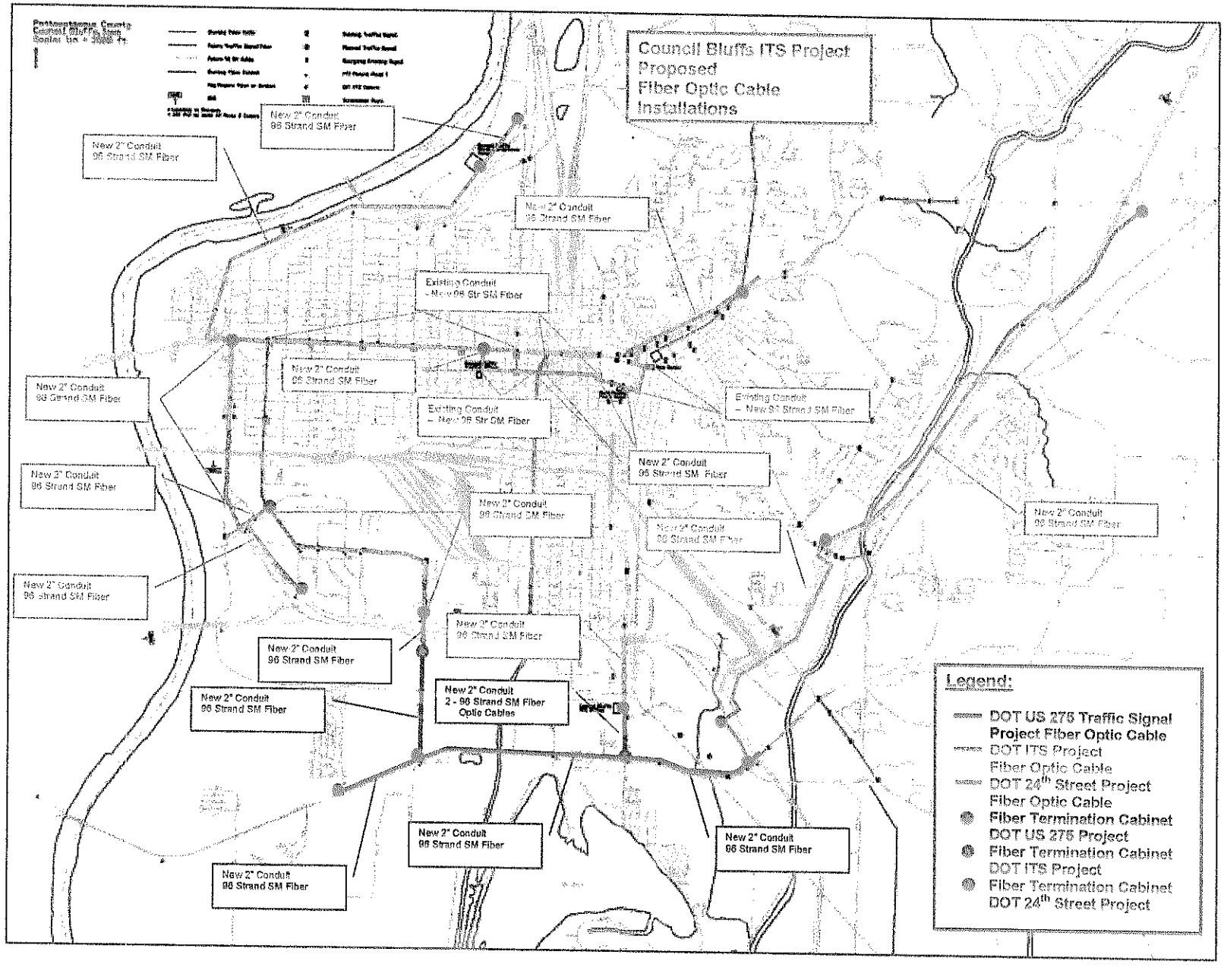
ADOPTED
AND
APPROVED_____, 2009

_____
Thomas P. Hanafan, Mayor

ATTEST: _____
Judith Ridgeley, City Clerk

IDOT PROJECT ITS




Council Bluffs ITS Project
Proposed
Fiber Optic Cable
Installations
New 2" Conduit
96 Strand SM Fiber
Existing Conduit
- New 96 Str SM Fiber
New 2" Conduit
2 - 96 Strand SM Fiber
Optic Cables
Legend:
DOT US 275 Traffic Signal
Project Fiber Optic Cable
DOT ITS Project
Fiber Optic Cable
DOT 24th Street Project
Fiber Optic Cable
Fiber Termination Cabinet
DOT US 275 Project
Fiber Termination Cabinet
DOT ITS Project
Fiber Termination Cabinet
DOT 24th Street Project

STAFF ACTION NO:_____

COOPERATIVE AGREEMENT

County	Pottawattamie
City	Council Bluffs
Project No.	ITS-29-2(66)47--25-78
Iowa DOT Agreement No.	2009-16-024

This Agreement, is entered into by and between the Iowa Department of Transportation (hereafter DOT), and the City of Council Bluffs, Iowa (hereafter CITY) in accordance with 761 Iowa Administrative Code Chapter 150 and Iowa Code sections 28E.12 and 306A;

WITNESSETH; that

WHEREAS, the DOT proposes to install an Intelligent Transportation System (ITS) network consisting of necessary cameras, sensors, dynamic message boards, and other related technology in the Council Bluffs area of the State of Iowa to assist in traffic operations and information dissemination in and around the Council Bluffs area, including the CITY; and

WHEREAS, the DOT, as part of the DOT ITS project, will install cameras, sensors, and other related technology within the CITY, on I-29, I-80, I-480, I-680, U.S. 275, and U.S. 6, Iowa 92, Iowa 192, and in and around the CITY; and

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

WHEREAS, this Agreement reflects the current concept of this project which is subject to modification by the DOT; and

NOW, THEREFORE, IT IS AGREED as follows:

1. The DOT shall provide access to the DOT ITS Network Features for use by CITY entities, including, but not limited to the City of Council Bluffs Police, City of Council Bluffs Fire, City of Council Bluffs IT, and the City of Council Bluffs Public Works. The CITY shall not provide access to DOT ITS Network to any other entity or organization without the prior approval of the DOT. The DOT shall provide the CITY access to the ITS Network at no expense or obligation to the CITY.

2. The CITY's use of the ITS devices (e.g. cameras, sensors) installed by the DOT shall be limited to transportation and public safety applications. Use of the ITS devices installed by the DOT for law enforcement purposes is prohibited.

3. The DOT shall reserve for the CITY 24 strands of dark, single-mode fiber optic cable from a DOT-installed 96-strand fiber optic cable, along U.S. 275, from the interchange of U.S. 275 and I-29 heading westerly to the intersection of U.S. 275 and Twin City Drive, and heading northerly from the intersection of U.S. 275 and 24th Street to a DOT-provided fiber termination cabinet located south of the I-29 and 24th Street interchange, and also along South Expressway from U.S. 275 northerly to the I-29 and South Expressway interchange. The DOT shall terminate all 24 strands of the South Expressway fiber in a fiber cabinet adjacent to the DOT Resident Construction Engineer's (hereafter RCE) Office located at the intersection of South Expressway and 35th Avenue. The DOT shall terminate all 24 of the CITY fibers in DOT fiber termination cabinets located at U.S. 275 and Tank Farm Road, U.S. 275 and South Expressway, U.S. 275 and 24th Street, U.S. 275 and Twin City Drive, and at 24th Street south of the I-29/24th Street interchange. The DOT shall reserve the fiber and make these terminations at no cost or obligation to the CITY.

4. The DOT shall provide to the CITY a 12-strand single-mode fiber optic cable with access to eight strands (four in/four out) from the DOT-provided fiber described in Item 3 and 12 from DOT-provided fiber cabinets and/or adjacent DOT hand holes to CITY-provided traffic control cabinets at the following locations:
   - U.S. 275 at Tank Farm Road
   - U.S. 275 at South Expressway
   - U.S. 275 at 24th Street
   - U.S. 275 at Twin City Drive
   - South Expressway at 35th Avenue
   - North ramp terminal of I-29/I-80 at 24th Street
   - South ramp terminal of I-29/I-80 at 24th Street
   - South Expressway at 32nd Avenue

   The DOT shall provide the terminations and any required splicing at these locations at no cost or obligation to the CITY.

5. The DOT shall provide to the CITY a 12-stand single-mode fiber optic cable and shall arrange for the mid-sheath splice to four strands (four in/four out) of the CITY fiber for the purpose of providing access to CITY fiber in CITY traffic signal cabinets at the following locations:
   - U.S. 275 at East Manawa Drive
   - U.S. 275 at 11th Street

   The DOT shall provide the terminations and any necessary fiber optic drop cables to provide connectivity to CITY traffic control cabinets.

6. The CITY shall allow the DOT to access and occupy the CITY right-of-way to install, construct and maintain the DOT ITS network.

7. The CITY shall allow the DOT to access and occupy CITY conduit located on Broadway Street starting at 35th Street and running easterly to the intersection of West Broadway Street and 16th Street and also on Kanesville Boulevard from the intersection of West Kanesville Boulevard and 8th Street then easterly to the intersection of North Broadway Street and East Kanesville Boulevard and continuing easterly to the intersection of East Kanesville Boulevard and North Avenue. The CITY shall allow the DOT to access and occupy the conduit at no cost or obligation to the DOT.

8. The DOT shall install a 96 strand single-mode fiber optic cable in the existing CITY conduit described in Item 7. The DOT shall reserve for the CITY 24 strands of dark, single-mode fiber optic cable at no cost or obligation to the CITY.

9. The DOT shall, at no cost or obligation to the CITY, arrange for the termination of a minimum of 8 strands (four in/four out) of CITY fiber optic cable referenced in Item 7 at the following locations:

- CITY traffic control Cabinet at West Broadway Street at 35th Street
- CITY traffic control Cabinet at West Broadway Street at 32nd Street
- CITY traffic control Cabinet at West Broadway Street at 28th Street
- CITY traffic control Cabinet at West Broadway Street at 25th Street
- CITY traffic control Cabinet at West Broadway Street at 21st Street
- CITY traffic control Cabinet at West Broadway Street at 18th Street
- CITY traffic control Cabinet at West Broadway Street at 16th Street
- CITY traffic control Cabinet at West Kanesville Boulevard at 8th Street
- CITY traffic control Cabinet at West Kanesville Boulevard at 7th Street
- CITY traffic control Cabinet at West Kanesville Boulevard at 6th Street
- CITY traffic control Cabinet at West Kanesville Boulevard at Main Street
- CITY traffic control Cabinet at West Kanesville Boulevard at Oakland Avenue
- CITY traffic control Cabinet at West Kanesville Boulevard at 2nd Street
- CITY traffic control Cabinet at East Kanesville Boulevard at Harrison Street
- CITY traffic control Cabinet at East Kanesville Boulevard at Frank Street
- CITY traffic control Cabinet at East Kanesville Boulevard at East Broadway Street
- CITY traffic control Cabinet at East Kanesville Boulevard at North Broadway Street
- CITY traffic control Cabinet at East Kanesville Boulevard at North Avenue

10. The CITY shall, at no cost or obligation to the DOT, provide electrical service to DOT cameras, sensors, or other ITS equipment from existing CITY power sources at the following locations and any additional locations as mutually agreed to by the CITY and the DOT:
    - U.S. 275 interchange with I-29, east ramp terminal
    - 25th Street and Nash Boulevard
    - U.S. 275 at 24th Street
    - U.S. 275 at 11th Street
    - U.S. 275 at South Expressway
    - U.S. 275 at Tank Farm Road
    - South Ramp terminal of I-29 at 24th Street
    - West Broadway Street at 18th Street
    - West Broadway Street at 16th Street
    - West Kanesville Boulevard at 7th Street
    - East Kanesville Boulevard at North Broadway Street
    - 24th Street at 23rd Avenue
    - 35th Street at Mid American Drive
    - 35th Street at Nebraska Avenue

11. The DOT shall reserve for the CITY 24 strands of dark, single-mode fiber from a DOT-installed 96-strand fiber optic cable, from the east terminal of the U.S. 275 interchange with I-29, heading northwesterly to the I-29/I-80 east systems interchange and then northerly and easterly along I-80 to the interchange of U.S. 6 and I-80. The DOT shall terminate the CITY's fiber at DOT-provided termination cabinets at the I-29/I-80 east systems interchange, at the Madison Avenue interchange on I-80, and near the interchange of I-80 and U.S. 6. The DOT shall arrange for a the splicing and termination, into a CITY-provided signal cabinet, of four strands (four in/four out) of CITY fiber at the intersection of I-80 and Madison Avenue. The DOT shall provide the fiber, splicing and terminations referenced in this Item at no cost or obligation to the CITY.

12. The DOT shall reserve for the CITY 24 strands of dark, single-mode fiber from a DOT-installed 96-strand fiber optic cable from the intersection of I-29/I-80 and 24th Street, northerly along 24th Street to 23rd Avenue and then westerly on 23rd Avenue to 35th Street and continuing northerly along 35th Street to Nebraska Avenue and then westerly to the interchange of I-29 and Nebraska Avenue. The DOT shall arrange for the fiber in this Item to be terminated in DOT-provided termination cabinets at the north terminal of the I-29/I-80 interchange with 24th Street, at the intersection of 35th Street and Nebraska Avenue, and the I-29 and Nebraska Avenue interchange. The DOT shall provide the fiber, splicing and terminations referenced in this Item at no cost or obligation to the CITY.

13. The DOT shall reserve for the CITY 24 strands of dark, single-mode fiber from a DOT-installed 96-strand fiber optic cable, from the interchange of I-29 and Nebraska Avenue southerly to the I-29/I-80 west systems interchange. The DOT shall reserve for the CITY 24 strands of dark, single-mode fiber optic cable from a DOT-installed 96-strand fiber optic cable northerly to the I-29/I-480 (Broadway Street) interchange continuing northerly to the I-29 and Iowa 192 (North 16th Street). The DOT will terminate all 24 strands of CITY fiber at DOT-provided termination cabinets at the I-29/I-80 west systems interchange, at the I-29 and I-480 (Broadway) interchange, at the DOT's Council Bluffs North Maintenance Facility (2501 North 25th Street), and at the north interchange of I-29 with Iowa 192. The DOT shall arrange for the mid-sheath splicing of CITY fiber at the I-29 interchange with 9th Avenue. The DOT shall install a 12-strand fiber optic cable, conduit, hand holes, and associated materials to extend fiber connectivity (four strands in/four strands out) to a CITY-provided traffic control cabinet located at the 9th Avenue and 35th Street intersection. The DOT shall provide the fiber, conduit, splicing, terminations, and all associated materials referenced in this Item with no cost or obligation to the CITY.

14. The DOT shall extend the fiber optic cable referenced in Item 7, in existing CITY conduit and DOT-installed conduit, from the intersection of West Broadway Street and 19th Street southerly to 2nd Avenue then easterly on 2nd Avenue to 8th Street then southerly on 8th Street to Willow Avenue then easterly on Willow Avenue to South Main Street then northerly on South Main Street to West Broadway and from West Broadway easterly to the DOT Omni Center as well as northerly to the intersection of West Kanesville Boulevard and Main Street.

15. The CITY shall allow the DOT, without cost or obligation to the DOT, to occupy existing CITY conduit, for the purpose of installing the fiber optic cable, along the path referenced in Item 14.

16. The DOT shall, at no cost or obligation to the CITY, provide for access to the following number of strands of the DOT-provided fiber optic cable referenced in Item 14, at the following locations and any additional locations as mutually agreed by the DOT and the CITY:
    - CITY Maintenance Shop, 1901 2nd Avenue, 48 strands (24 in/24 out)
    - CITY Maintenance Shop, 1301 2nd Avenue, 32 strands (12 in/12 out
    - CITY Library, 400 Willow Avenue, 48 strands (24 in/24 out)
    - Omni Center, 300 W. Broadway, Suite 401, 48 strands (24 in/24 out), 24 in terminated in a DOT termination panel located in the Omni Center, 24 out coiled in a hand hole located on West Broadway at South 4th Street

17. The DOT shall arrange for the coiling of fiber optic cable at the intersection of 24th Street and 27th Avenue a 300 foot coil of fiber for a future splice.

18. The DOT shall allow the CITY, with advance notice and approval from the DOT, to access a

CITY fiber in a DOT splice case (HH 79-4) at the intersection of 24th Street and 23rd Avenue, for the purpose of connecting a future traffic control cabinet to CITY fiber.

19. The CITY may, with advance notice and approval by the DOT, install additional devices (e.g. cameras) on the ITS Network installed by the DOT. Any additional devices installed by the CITY shall be at no cost or obligation to the DOT.

Miscellaneous Provisions

20. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.

21. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

22. This document; as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the CITY and DOT regarding this project. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Cooperative Agreement No. 2009-16-024 as of the date shown opposite its signature below.

CITY OF COUNCIL BLUFFS:

By: _____ Date_____, 200___.
Title: Mayor

I, _____, certify that I am the Clerk of the CITY, and that _

_____, who signed said Agreement for and on behalf of the CITY

was duly authorized to execute the same on the ___ day of _____, 200___.

Signed _____

City Clerk of Council Bluffs, Iowa.

IOWA DOT OF TRANSPORTATION:

By:_____ Date_____, 200___.
John R. Selmer, P.E.
District Engineer
District 4

COUNCIL COMMUNICATION

Department: Public Works | Ordinance No._____ | Date: January 12, 2009
Case/Project No.: FY09-05A | Resolution No.09-07
Applicant: Ron Neal, City Engineer

SUBJECT/TITLE

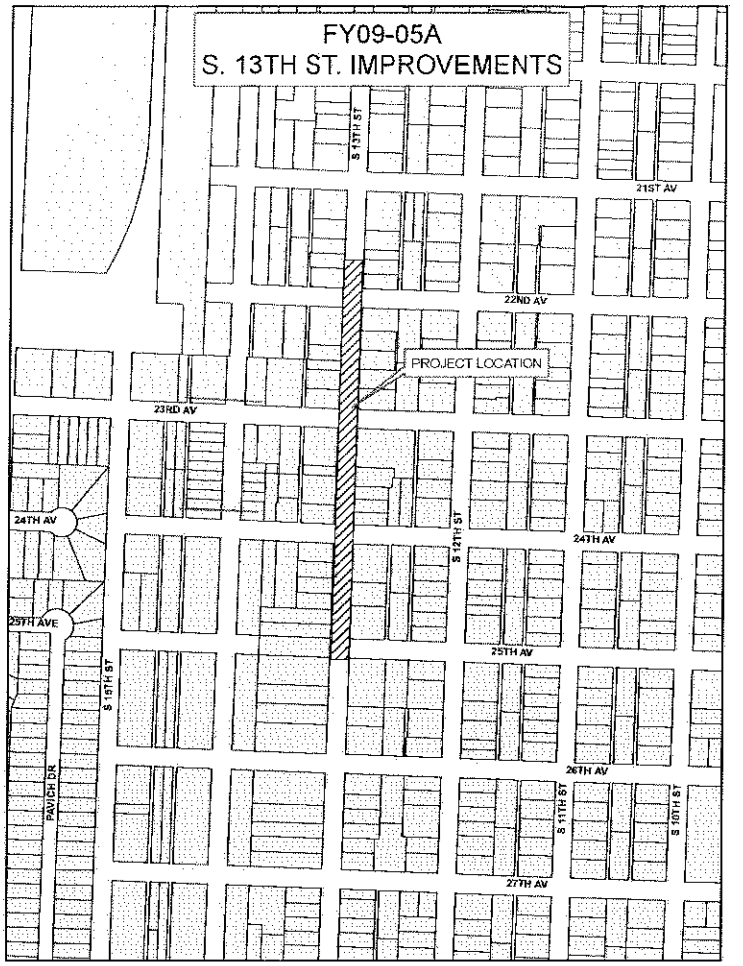
Council consideration of a resolution accepting the work of Leazenby Construction as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the So. 13th Street Improvements – Phase III.

BACKGROUND/DISCUSSION

- 13th Street sanitary sewer is a major collector sewer in the system. It collects two thirds of the sewage in the Indian Creek Basin.
- The sewer directs flow to the 29th Avenue Pump Station. The pump station was replaced in 2005 – 2006. The outfall sewer from 29th Avenue Pump Station to I-80 Pump Station was replaced between 1999 and 2003.
- The 13th Street sewer started out as a 66" inch pipe at 28th Avenue and incrementally reduced in size to Broadway where it is a 30" inch pipe. The sewer was of brick or concrete construction and was at least 50 years old.
- The sewer was in need of replacement and was programmed to be phased over several years.
- The pipe and streets were evaluated to determine the most effective rehab method. These methods included pipe lining (with limited street patching) or open trench excavation with street replacement.
- Phase I project was completed in 2006 and constructed a siphon under Indian Creek from 13th Street sanitary sewer to 15th Street sanitary sewer the 15th Avenue to relieve the 13th Street sanitary sewer below the siphon.
- Phase II was completed in 2007 and included a new sanitary sewer from the 29th Avenue Pump Station back to approximately 25th Avenue. This will include a new pipe under Indian Creek.
- This was project FY09-05A, Phase III in the CIP and had a budget of $950,000 in sales tax funds and involved construction of a new sanitary sewer from 25th Avenue to North of 22nd Avenue.

	Division I General	Division II Pavement	Division III Storm Sewer	Division IV Sani. Sewer	Division V Water Works	Total
Original Contract Amt.	$215,747.71	$302,251.02	$140,763.12	$177,578.78	$97,634.45	$933,975.08
Change Order	$ 5,118.01	$ 4,585.81	($ 4,142.87)	($ 785.28)	($18,185.53)	($ 11,839.30)
Final Contract Amt.	$220,865.72	$306,836.83	$136,620.25	$178,364.06	$79,448.92	$922,135.78
Less Previous Payment	($209,822.43)	($291,494.99)	($129,789.24)	($169,445.86)	($75,476.47)	($876,028.99)
Retainage Due Contractor	$ 11,043.29	$ 15,341.84	$ 6,831.01	$ 8,918.20	$ 3,972.45	$ 46,106.79

5G



RECOMMENDATION

Approval of this resolution.

Ron Neal, P.E.

Ron Neal, City Engineer

RESOLUTION
NO. 09-07

RESOLUTION ACCEPTING THE WORK OF LEAZENBY CONSTRUCTION IN CONNECTION WITH THE SO. 13TH STREET IMPROVEMENTS – PHASE III FY09-05A AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE A CITY CHECK IN THE AMOUNT OF $46,106.79

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Leazenby Construction, Council Bluffs, IA for the So. 13th Street Improvements – Phase III; 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 $46,106.79 to Leazenby Construction has 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 $46,106.79 constitutes a valid obligation of the City and should in its best interest be paid.

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

That said report of the engineer is hereby approved and adopted, and said improvements are hereby accepted as having been fully completed in accordance with said 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 $46,106.79 payable to Leazenby Construction from budget codes Division I,G21600-676000; Division II, G21600-676200; Division III, G21600-676500; Division IV, G21600-676700; Division V, G21600-678000, Project #00330.

ADOPTED
AND
APPROVED January 12, 2009

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

Council Communication

Department: Finance Case/Project No. n/a Applicant: Arthur Hill Finance Director	Ordinance No. _____ Resolution No. _____	First Reading: January 12, 2009

Subject/Title

Council consideration of a resolution authorizing the finance director to call and redeem the outstanding general obligation bonds ($1.85 million) issued in February 1999.

Background/Discussion

In February 1999 the city issued general obligation bonds in the amount of $6.5 million.

Since issuance, $4.65 million of those bonds have been repaid, leaving a balance of $1.85 million that is payable on June 1, 2009.

The interest rate on those bonds is 4.0% and is paid to bondholders on December 1 and June 1.

The lowest current earnings rate on city funds is 0.76% for funds in its checking account.

Funds are available to redeem (repay) the bonds prior to June 1, 2009 without adversely affecting any city operation.

Early redemption of bonds (approximately February 15, 2009) would result in interest savings approximating $17,500.

Recommendation

Approval of a resolution authorizing the finance director to call $1.85 million of general obligation bonds issued in February, 1999.

Department Head Signature

Mayor Signature

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CITY OF COUNCIL BLUFFS, IOWA
OUTSTANDING DEBT

CLIENT/ISSUE	Date of Issue	Original Issue	Final Maturity	Callable Portion	Call Date	Call Price	Interest Rate Range	Purpose
Council Bluffs	12/31/08							
G.O. supported by Taxes and Tax Increment	Dec-91	4,040,000	Jun-11	1,035,000	06-01-09	100%	5.00%	New Money
	~~Dec-95~~	~~4,500,000~~	~~Jun-07~~	~~4,250,000~~	~~06-01-05~~	~~100%~~	~~4.95-5.05%~~	~~New Money~~
	~~Aug-96 A~~	~~8,900,000~~	~~Jun-08~~	~~3,825,000~~	~~06-01-06~~	~~100%~~	~~5.00-5.05%~~	~~New Money~~
	~~Aug-97~~	~~6,350,000~~	~~Jun-06~~	~~2,400,000~~	~~06-01-05~~	~~100%~~	~~4.75%~~	~~New Money~~
	Feb-99	6,500,000	Jun-09	1,850,000	06-01-07	100%	4.00%	New Money
	Mar-00	4,950,000	Jun-11	2,950,000	06-01-09	100%	5.35-5.50%	New Money
	Nov-00	5,000,000	Jun-11	1,500,000	06-01-10	100%	5.05%	New Money
	Jul-01	8,700,000	Jun-11	2,890,000	06-01-09	100%	4.125%	New Money
	Apr-02	4,100,000	Jun-10	1,525,000	06-01-09	100%	4.50%	New Money
	May-03	5,620,000	Jun-18	3,700,000	06-01-10	100%	3.25-3.875%	New Money/Cur Ref
	Mar-04	4,500,000	Jun-19	3,185,000	06-01-12	100%	3.25-3.95%	New Money
	May-05 A	8,000,000	Jun-19	4,000,000	06-01-13	100%	3.50%-4.00%	New Money
	~~Apr-05 B~~	~~6,655,000~~	~~Jun-07~~	~~non-callable~~	~~non-callable~~	~~non-callable~~	~~non-callable~~	~~Cur. Ref. of Series 1995A & 1997A~~
	May-06 A	8,220,000	Jun-20	2,585,000	06-01-14	100%	4.00%-4.20%	Cur. Ref. of Series 1996A & New Money
	May-07 A	8,965,000	Jun-20	2,065,000	06-01-15	100%	4.00%	New Money
	May-07 B	2,150,000	Jun-20	1,100,000	06-01-15	100%	3.70%-4.00%	New Money
	Jun-08	7,615,000	Jun-21	3,680,000	06-01-16	100%	3.75%-4.00%	New Money

Bond interest rate @ 4% x 1,850,000 for 3.5 months = $21,583.33

Interest rate @ 12/31/08 → 0.76% x 1,850,000 for 3.5 months = 4100.83
(Invested) (Feb 15 to June 1)

Savings potential $17,482.50

Prepared by Public Financial Management, Inc.

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 1999, DATED FEBRUARY 1, 1999 OF THE CITY OF COUNCIL BLUFFS, IOWA, AND DIRECTING NOTICE BE GIVEN

RESOLUTION NUMBER 09-08

WHEREAS, the City did by resolution authorize the issuance of $6,500,000 General Obligation Capital Loan Notes, Series 1999, dated February 1, 1999, and

WHEREAS, the Notes are redeemable on June 1, 2007, or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Notes; and

WHEREAS, it is deemed necessary and advisable that all of the Notes be so called and redeemed and notices of redemption be given.

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

Section 1. The outstanding General Obligation Capital Loan Notes, Series 1999, dated February 1, 1999, in the principal amount of $1,850,000 be and the same are hereby redeemed as of February 13, 2009.

Section 2. Bankers Trust Company, N.A., of Des Moines, Iowa, in their capacity as Registrar and Paying Agent of the Notes, is hereby authorized and directed to cause notices of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Notes by registered mail on the 1999 Series

Section 3. The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund a sum sufficient to pay all principal and interest on the redeemed Notes to the date of redemption..

PASSED AND APPROVED this 12th day of January, 2009.

Thomas Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

Council Communication

Department: Case/Project No. Applicant.	Ordinance No. Resolution No. 09-09	Date: January 12, 2009

Subject/Title

OFFER OF EMPLOYMENT – POLICE CHIEF

Background/Discussion

I have made an offer of employment to Captain Ralph O'Donnell for the position of Police Chief. Ralph brings with him 32 years of service to the Council Bluffs Bluffs Police Department and has a B.S. in Criminal Justice. His experience includes serving as Captain of the Uniform Division, Captain of the Criminal Investigation Division and Captain of the Services Division. This offer is subject to Council concurrence and certification by the Civil Service Commission:

In consideration of the experience and training Mr. O'Donnell brings with him, he will start at a Grade 34, Step 6 on the Non-union pay scale. Captain O'Donnell has been Acting Police Chief since January 3, 2009. His permanent appointment date will be January 16, 2009, following certification by the Civil Service Commission.

All benefit and employment issues will be conducted in a manner as outlined in the City Personnel Policies as they apply to the position of Police Chief. I would appreciate Council concurrence on this offer.

Recommendation

A resolution confirming the appointment of Ralph O'Donnell as Police Chief with the City of Council Bluffs has been prepared. I will appreciate your support in this matter.

Mayor Signature

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RESOLUTION NO. 09-09

A resolution confirming the appointment of Ralph O'Donnell in the position of Police Chief with the City of Council Bluffs and approving the wage and benefit package offered to him.

WHEREAS, the position of Police Chief has been vacant due to the retirement of Keith Mehlin and is temporarily being filled by Acting Police Chief Ralph O'Donnell; and,

WHEREAS, an employment offer has been made to Ralph O'Donnell for the position of Police Chief; and,

WHEREAS, this offer is contingent upon approval by this City Council and certification by the Council Bluffs Civil Service Commission as provided by Iowa law; and,

WHEREAS, the City Council has been fully advised as to the contents of this offer and find it to be in the best interest of the City of Council Bluffs,

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

That effective January 16, 2009, Ralph O'Donnell is hereby appointed as Chief of Police at the salary of Non-union Pay Grade 34, step 6 with all other benefits as provided under the City's Personnel Policies.

Adopted
And
Approved January 12, 2009

Thomas P. Hanafan Mayor

Attest
Judith Ridgely City Clerk

Council Communication

Department: Finance/Purch. Case/Project No. Applicant.	Ordinance No. Resolution No. 09-10	Date: January 12, 2009

Subject/Title

PURCHASE ONE (1) heavy duty crew cab four wheel drive pickup

Background/Discussion

On December 23, 2008 the Purchasing Division received bids for the purchase of one (1) heavy duty crew cab four wheel drive pickup for the Council Bluffs Fire Department. Three (3) invitations to bid were mailed and one (1) bid was received.

The only bid for the pickup in the amount of $26,182.00, submitted by McMullen Ford, meets or exceeds all City Specifications and Ordinance Requirements.

Should Council approve this purchase, it would be the recommendation of the Purchasing Division to accept the bid submitted by McMullen Ford for a total net price to the City of $26,182.00

Funds for the purchase of this vehicle will come from the Fire Department Capital Equipment budget.

Department Head Signature

Mayor Signature

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RESOLUTION NO. 09-10

WHEREAS, the City of Council Bluffs Fire Department has a need to purchase a heavy duty crew cab 4 wheel drive pickup;

and

WHEREAS, bids have been received by the City with the lowest bid meeting City Specifications and Requirements being that of McMullen Ford for the net cost to the City of $26,182.00;

and

WHEREAS, this City Council deems the purchase of this equipment to be in the best interest of the City of Council Bluffs, Iowa:

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the above purchase be approved and the Director of Finance be and is hereby authorized, empowered and directed to purchase said pickup.

ADOPTED
AND
APPROVED: January 12, 2009

BY: _____
Thomas P. Hanafan, Mayor

ATTEST: _____
Judith H. Ridgeley, City Clerk

Council Communication

Department: Parks, Recreation and Public Property Case/Project No. Applicant: Larry Foster	Ordinance No. Resolution No. 09-11	Date: January 12, 2009

Subject/Title

On January 12, 2009, the City Council will be asked to accept the Council Bluffs Recreation Complex Soccer and Parking Lot Addition project as substantially complete.

Background/Discussion

Previously, on March 10, 2008, the City Council approved the bid of Leazenby Construction Inc., for the Council Bluffs Recreation Complex and Parking Lot Addition project. This project provided additional sports fields to the complex's existing facilities, along with associated amenities which included a parking area, entrance, control gates, irrigation, and walkways.

An Agreement was signed with Leazenby Construction Inc., on March 27, 2008 and work was initiated thereafter. The project has now been completed at a total cost of $896,766.75.

Recommendation

I recommend that the City Council adopt the resolution declaring the Council Bluffs Recreation Complex Soccer and Parking Lot Addition project as substantially complete and authorize the Finance Department to release the retainage of $44,838.33 in 30 days.

Department Head Signature

Mayor Signature

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RESOLUTION NO. 09-11

RESOLUTION ACCEPTING THE COMPLETION OF THE COUNCIL BLUFFS RECREATION COMPLEX SOCCER AND PARKING LOT ADDITION PROJECT AND DIRECTING THE DIRECTOR OF FINANCE TO RELEASE THE RETAINAGE OF $44,838.33 IN 30 DAYS.

WHEREAS, Leazenby Construction, Inc., has completed the work required for the Council Bluffs Recreation Complex Soccer and Parking Lot Addition project; and

WHEREAS, the City of Council Bluffs City Council has been advised and does believe the contract has been completed.

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

That Leazenby Construction Inc., has successfully completed the Council Bluffs Recreation Complex Soccer and Parking Lot Addition Project. That the Director of Finance be and is hereby authorized to release retainage of $44,838.33 in 30 days.

ADOPTED
AND
APPROVED: January 12, 2009

Thomas P. Hanafan Mayor

Attest:

Judith Ridgeley City Clerk