

Executive Session



**City Council Meeting Minutes
November 27, 2017**

CALL TO ORDER

A regular meeting was called to order by Matthew J. Walsh on Monday November 27, 2017 at 7:00 p.m.
Council Members Present: Al Ringgenberg, Nate Watson and Sharon White. Melissa Head and Roger Sandau via telephone.
Staff Present: Jodi Quakenbush and Richard Wade.

CONSENT AGENDA

Approval of Agenda & tape recordings of these proceedings to be incorporated into the official minutes.

Reading, correction and approval of the November 13, 2017 City Council Meeting Minutes.

Resolution 17-260

Resolution of intent to vacate a thirty foot-wide by a one hundred and seven foot-long section of South 14th Street right-of-way lying South of West Broadway and abutting properties at 25 South 15th Street and 15 South 14th Street and setting a Public Hearing for December 18, 2017 at 7:00 p.m.. (Location: Abutting 25 South 15th Street and 15 South 14th Street)

Resolution 17-261

Resolution of intent to vacate that part of Skyline Drive lying North of Hawthorne Court and abutting Lot 1, Timbercrest First Addition and Lot 2, Referee's Subdivision of the South 1/2 of the NE1/4 SW1/4 of Section 31-75-43 and setting a Public Hearing for December 18, 2017 at 7:00 p.m. (Location: West of 800 Hawthorne Court.)

Resolution 17-262

Resolution of intent to dispose of City property legally described as Lots 10 through 12, Block 1, Oak Grove Addition, and setting a Public Hearing for December 18, 2017 at 7:00 p.m. (South of 27 Grove Street.)

Resolution 17-263

Resolution of intent to dispose of City property legally described as former railroad right-of-way abutting Lots 1 through 12, Block 31, Fleming and Davis Addition, and setting a Public Hearing for December 18, 2017 at 7:00 p.m. (Location: Adjacent to 1401 South 16th Street)

Resolution 17-264

Resolution accepting the work of Carley Construction, LLC as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the CBAC Avenue J Reconstruction. Project #PW17-21.

Resolution 17-265

Resolution on the plans, specifications and form of contract on the Bass Pro Shop Parking Lot project and setting a Public Hearing for December 18, 2017 at 7:00 p.m.

October 2017 Financial Reports

Receive & File Items

Claim, Right of Redemption, Offers to Buy & IDOT Letters

Al Ringgenberg and Nate Watson moved and seconded approval of consent agenda. Unanimous, 5-0 vote.

PUBLIC HEARINGS

Resolution 17-244

Resolution authorizing the Mayor and City Clerk to execute an electric easement in connection with the installation of electric facilities by MidAmerican Energy Company. (Continued from 11-13-17)

Sharon White and Nate Watson moved and seconded approval of Resolution 17-244. Unanimous, 5-0 vote.

Resolution 17-266

Resolution to dispose of City property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition. (Location: formerly 3033 6th Avenue)

Nate Watson and Al Ringgenberg moved and seconded approval of Resolution 17-266. Unanimous, 5-0 vote.

Resolution 17-267

Resolution to dispose of City property legally described as Lots 13 through 15, Auditor's Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43. City of Council Bluffs, Pottawattamie County, Iowa. (Location: Adjacent to 115 Norton Avenue.)

Sharon White and Al Ringgenberg moved and seconded approval of Resolution 17-267. Unanimous, 5-0 vote.

Resolution 17-268

Resolution to approve the plans, specifications and form of contract for the Iowa Department of Transportation IMN-029-3(211)54-0E-78, Phase 2 Project for realignment of Dodge Riverside Golf Club project.

Al Ringgenberg and Nate Watson moved and seconded approval of Resolution 17-168. Unanimous, 5-0 vote.

ORDINANCES ON 1ST READING

Ordinance 6315

Ordinance to amend the zoning map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15-02-070 of the 2015 Municipal Code of Council Bluffs, Iowa, by rezoning property legally described as being the South 66 feet of the East 1/2 of the SW1/4 NE1/4, lying West of South 35th Street, along with the East 1/2 of the NW1/4 SE1/4, lying North of the U.S. Highway 275 and West of South 35th Street, all in Section 16-74-44, from A-2/Parks, Estate and Agricultural District to C-2/Commercial District as defined in Chapter 15.15. (Location: The northwest corner of the intersection at South 35th Street and U.S. Highway 275.)

Nate Watson and Al Ringgenberg moved and seconded approval of first consideration of Ordinance 6315. Unanimous, 5-0 vote.

A Public Hearing is scheduled for December 18, 2017 at 7:00 p.m.

ORDINANCES ON 2ND READING

Ordinance 6314

Ordinance to amend Title 9 Traffic, Chapter 9.34 Emergency Snow Routes of the 2017 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 Emergency snow routes established.

Al Ringgenberg and Sharon White moved and seconded approval of second consideration of Ordinance 6314. Unanimous, 5-0 vote.

Nate Watson and Sharon White moved and seconded approval of Motion to waive third consideration. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 17-269

Resolution authorizing the Mayor and City Clerk to enter into an agreement and award contract to MMC Contractors for the Bass Pro Shop Roof Top Unit Replacement Project.

Sharon White and Nate Watson moved and seconded approval of Resolution 17-269. Unanimous, 5-0 vote.

Resolution 17-270

Resolution authorizing a refund credit of overcharged permit fees to Questa LLC associated with air conditioning and heating equipment in the calculation of electrical permit fees for Industrial and Large Commercial with Valuation of \$5,000,000 or more.

Sharon White and Nate Watson moved and seconded approval of Resolution 17-270. Unanimous, 5-0 vote.

Resolution 17-271

Resolution authorizing the Mayor to execute the order accepting the acknowledgment/settlement agreements from the following businesses for violations of Iowa Code Section 453A.2(1): Bucky's Express #19, 1839 Madison Avenue; Bucky's Express #34, 3501 W. Broadway; Dollar General Store #1574, 2731 E. Kaneshville Blvd.; D&S Xpress, 1220 North 25th Street; Kum & Go #220, 2024 5th Avenue; Super Quik Stop, 2800 Twin City Drive.

Nate Watson and Sharon White moved and seconded approval of Resolution 17-271. Unanimous, 5-0 vote.

Resolution 17-272

Resolution accepting the bid of Valley Corporation in the amount of \$885,355.82 for the Levee Certification Project, Drainage MR_2. Project # PW17-06B.

Al Ringgenberg and Nate Watson moved and seconded approval of Resolution 17-272. Unanimous, 5-0 vote.

Resolution 17-273

Resolution authorizing the Mayor to execute the order accepting the acknowledgment/settlement agreement from Andrew's Lounge & Car Wash, 1210 North 25th Street for violation of Iowa Code Section 453A.2(1)

Nate Watson and Al Ringgenberg moved and seconded approval of Resolution 17-273. Unanimous, 5-0 vote.

Resolution 17-274

Resolution authorizing the purchase of emergency generator equipment and services in the amount of \$119,135 for the Police Department Headquarters project. Project# PD18-01.

Sharon White and Al Ringgenberg moved and seconded approval of Resolution 17-274. Unanimous, 5-0 vote.

Resolution 17-275

Resolution accepting the bids of Midwest Storage Solutions in the amount of \$279,820 to provide storage equipment and services for the Police Department Headquarters project. Project# PD18-01.

Al Ringgenberg and Nate Watson moved and seconded approval of Resolution 17-275. Unanimous, 5-0 vote.

Resolution 17-276

Resolution accepting the bid of Pay-Less Office Products in the amount of \$518,261 to provide furniture and services for the Police Department Headquarters project. Project# PD18-01.

Sharon White and Nate Watson moved and seconded approval of Resolution 17-276. Unanimous, 5-0 vote.

Resolution 17-277

Resolution authorizing the Mayor and City Clerk to enter into an agreement and award contract to Anderson Construction for the Council Bluffs Fire Station #6 Renovation project.

Sharon White and Al Ringgenberg moved and seconded approval of Resolution 17-277. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Cigarette Permits (2)

Liquor License Renewals

- 1) Hy-Vee #2 Clubroom, 1745 Madison Avenue
- 2) Oskies for Sports, 1851 Madison Avenue
- 3) Woods Sporting Goods, 531 Veterans Memorial Highway

Nate Watson and Sharon White moved and seconded approval of

Applications for permits and cancellations 8A & 8B 1-3, inclusive. Unanimous, 5-0 vote.

CITIZENS REQUEST TO BE HEARD

Heard from Jerry Waltrip, Carter Lake Mayor.
Heard from Bruce Kelly, 864 McKenzie Avenue, requesting a bike trail.
Heard from Ron Cumberledge, Carter Lake Mayor Elect.

OTHER BUSINESS

Nate Wtson reminded everyone that there is just one December Council Meeting on December 18, 2017 at 7:00 p.m.

ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:33 p.m.

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

Matthew J. Walsh, Mayor
Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: City Clerk
Case/Project No.:
Submitted by: Jodi Quakenbush

Approval of Agenda & tape recordings of these
proceedings to be incorporated into the official
minutes.

Council Action: 11/27/2017

Description

Background/Discussion

Recommendation

Council Communication

Department: City Clerk
Case/Project No.:
Submitted by: Jodi Quakenbush

Reading, correction and approval of the
November 13, 2017 City Council Meeting
Minutes.

Council Action: 11/27/2017

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
November 13, 2017	Other	11/22/2017



City Council Meeting Minutes November 13, 2017

CALL TO ORDER

CONSENT AGENDA

Approval of Agenda & tape recordings of these proceedings to be incorporated into the official minutes.

Reading, correction and approval of the October 23, 2017 and October 30, 2017 City Council Meeting Minutes.

Resolution 17-242

Resolution of intent to dispose of City property legally described as Lots 13 through 15, Auditor's Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43 and setting a public hearing for November 27, 2017.. (Location: adjacent to 115 Norton Avenue)

Resolution 17-243

Resolution of intent to dispose of City property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition and setting a public hearing for November 27, 2017. (Location: formerly addressed as 3033 6th Avenue)

Resolution 17-259

Resolution setting the public hearing on the Plans, Specifications, and Form of Contract for the Iowa Department of Transportation IMN-029-3(211)54-0E-78, Phase 2 project for realignment of Dodge Riverside Golf Club, November 27, 2017, at 7:00 p.m.

Receive & File - IWCC Letter

Claims (2)

Sharon White and Nate Watson moved and seconded approval of Motion. , 5-0 vote.

MAYORS PROCLAMATIONS

- A. Small Business Saturday - November 25, 2017
- B. Type 1 Diabetes Day – November 1, 2017

PUBLIC HEARINGS

Ordinance 6312

Ordinance to amend Chapter 15.24 Supplemental Use and Site Development Regulations, by amending Section 15.24.040 "Fence Regulations".

Heard from: Michael Pate with Electric Guard Dog and Justin Wells with Camping World.

Discussion by City Council Members.

Sharon White and Nate Watson moved and seconded approval of Motion to Deny Ordinance 6312. Unanimous, 5-0 vote.

Ordinance 6312 fails.

Resolution 17-244

Resolution authorizing the Mayor and City Clerk to execute an electric easement in connection with the installation of electric facilities by MidAmerican Energy Company.

Roger Sandau and Nate Watson moved and seconded approval of Motion to continue Resolution 17-244 to November 27, 2017 at 7:00 p.m.. Unanimous, 5-0 vote.

Resolution 17-245

Resolution to vacate and dispose of that portion of 11th Avenue extending from the East right-of-way line of South 8th Street to the West right-of-way line of South 7th Street and abutting Blocks 12 and 13, Riddles Subdivision. (Location: next to 1105 South 8th Street)

Al Ringgenberg and Nate Watson moved and seconded approval of Resolution 17-245. Unanimous, 5-0 vote.

Resolution 17-246

Resolution authorizing disposal of City property legally described as Lots 1 thru 16, Block 12 and all vacated alley adjacent, Bryant and Clark's Subdivision. (Location: 110 South 28th Street - 28th Street and 2nd Avenue)

Sharon White and Nate Watson moved and seconded approval of Resolution 17-246. Unanimous, 5-0 vote.

ORDINANCES ON 1ST READING

Ordinance 6314

Ordinance to amend Title 9 Traffic, Chapter 9.34 Emergency Snow Routes of the 2017 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 Emergency snow routes established.

Roger Sandau and Al Ringgenberg moved and seconded approval of First Consideration of Ordinance 6314. Second Consideration will be held November 27, 2017 at 7:00 p.m.. Unanimous, 5-0 vote.

ORDINANCES ON 2ND READING

Ordinance 6310

Ordinance establishing the College Road Urban Revitalization Area within the City of Council Bluffs.

Sharon White and Al Ringgenberg moved and seconded approval of second consideration of Ordinance 6310. Unanimous, 5-0 vote.

Sharon White and Nate Watson moved and seconded approval of Motion to waive third consideration of Ordinance 6310. Unanimous, 5-0 vote.

Ordinance 6311

Ordinance to amend Chapter 15.03 Definitions, by amending Section 15.03.595 "School" to include "Post-Secondary Schools".

Sharon White and Al Ringgenberg moved and seconded approval of second consideration of Ordinance 6311. Unanimous, 5-0 vote.

Al Ringgenberg and Nate Watson moved and seconded approval of Motion to waive third consideration of Ordinance 6311. Unanimous, 5-0 vote.

Ordinance 6313

Ordinance to amend Title 9 Traffic, Chapter 9.88 Speed Regulations, by amending Section 9.88.080 Schedule of posted streets.

Roger Sandau and Al Ringgenberg moved and seconded approval of second consideration of Ordinance 6313. Unanimous, 5-0 vote.

Nate Watson and Roger Sandau moved and seconded approval of Motion to waive third consideration of Ordinance 6313. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 17-248

Resolution authorizing the Mayor to execute Iowa Department of Transportation Federal Aid Agreement No. 04-18-HDP-5 for the Steven Road East Construction. Project # PW18-16A.

Sharon White and Nate Watson moved and seconded approval of Resolution 17-248. Unanimous, 5-0 vote.

Resolution 17-249

Resolution authorizing the use of eminent domain for the East Beltway

Project.

Nate Watson and Sharon White moved and seconded approval of Resolution 17-249. Unanimous, 5-0 vote.

Resolution 17-250

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

Sharon White and Nate Watson moved and seconded approval of Resolution 17-250. Unanimous, 5-0 vote.

Resolution 17-251

Resolution granting final plat approval of an 11-Lot Residential Subdivision to be known as Gethsemane Gardens, Replat 2.
(Location: southwest corner of East Manawa Drive and Wallace Avenue)

Roger Sandau and Al Ringgenberg moved and seconded approval of Resolution 17-251. Unanimous, 5-0 vote.

Resolution 17-252

Resolution to amend Chapter 2.08 "Schedule of Fees" in connection with building permits correcting mislabeled units for sizing air conditioning and heating equipment and correcting fees for consistency with other permit fees.

Al Ringgenberg and Nate Watson moved and seconded approval of Resolution 17-252. Unanimous, 5-0 vote.

Resolution 17-253

Resolution authorizing the Mayor and City Clerk to execute Iowa Department of Transportation Agreement No. 2017-TJ-002 in connection with the I-29 Interstate Improvements and Railroad Consolidation.

Sharon White and Nate Watson moved and seconded approval of Resolution 17-253. Unanimous, 5-0 vote.

Resolution 17-254

Resolution authorizing the Mayor to execute an agreement with Olsson Associates, Inc. for engineering services in connection with the S. 6th Street Reconstruction. Project #PW18-08

Sharon White and Roger Sandau moved and seconded approval of Resolution 17-254. Unanimous, 5-0 vote.

Resolution 17-255

Resolution approving the Annual Urban Renewal Report for Fiscal Year 2016-2017.

Nate Watson and Sharon White moved and seconded approval of Resolution 17-255. Unanimous, 5-0 vote.

Resolution 17-256

Resolution authorizing for annual certification for Tax Increment Financing Indebtedness.

Sharon White and Melissa Head moved and seconded approval of Resolution 17-256. Unanimous, 5-0 vote.

Resolution 17-257

Resolution abolishing one (1) Civil Engineer I position, and establishing one (1) Right-of-Way Agent position within the Public Works Department.

Al Ringgenberg and Nate Watson moved and seconded approval of Resolution 17-257. Unanimous, 5-0 vote.

Resolution 17-258

Resolution authorizing the Mayor and City Clerk to execute an agreement with Olson Bros. Construction for the CB Fire Station 5 Storage Building Project. (FD-18-02)

Roger Sandau and Al Ringgenberg moved and seconded approval of Resolution 17-258. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor License Renewals: 1. Canvas Concoctions Art Studio, 116 West Broadway, 2. Casey's General Store, 2301 South 24th Street, 3. Dixie Quicks Luncheonette, Inc., 157 West Broadway, 4. Great Wall, 900 Woodbury Avenue, 5. Hy-Vee #2, 1745 Madison Avenue, 6. Lighthouse Lounge, 401 Veteran's Memorial Hwy, 7. Pizza King, 1101 North Broadway, 8. Puerto Vallarta Mexican, 9. Restaurant, 3312 West Broadway, 10. Target, 3804 Metro Drive

Roger Sandau and Nate Watson moved and seconded approval of liquor licenses 9A1 - 9. Unanimous, 5-0 vote.

CITIZENS REQUEST TO BE HEARD

Heard from Bruce Kelly, 864 McKenzie Avenue, requesting a bike trail.

OTHER BUSINESS

Watson reminded everyone to pay their garbage bill.
White invited everyone to the holiday lighting ceremony on Thursday at Bayliss Park

ADJOURNMENT

Mayor Walsh adjourned the meeting at 8:20 p.m.

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

Matthew J. Walsh, Mayor
Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.: SAV-17-006
Submitted by: Christopher Gibbons

Resolution 17-260

Council Action: 11/27/2017

Description

Resolution of intent to vacate a thirty foot-wide by a one hundred and seven foot-long section of South 14th Street right-of-way lying South of West Broadway and abutting properties at 25 South 15th Street and 15 South 14th Street and setting a Public Hearing for December 18, 2017 at 7:00 p.m.. (Location: Abutting 25 South 15th Street and 15 South 14th Street)

Background/Discussion

The Community Development Department has received a request from I P G, LLC, represented by Aaron Moser, to vacate and dispose of a section of South 14th Street right-of-way lying south of West Broadway and abutting properties located at 25 South 15th Street and 15 South 14th Street, as shown on the attached map. The applicant owns Cohoe Business Center and Storage at 25 South 15th Street and the property is zoned C-2/Commercial District. The purpose of this vacation is to allow the applicant to acquire their portion of the right-of-way so they can build additional off-street parking and 'commercial storage' for their business. A 'commercial storage' use in a C-2 District requires a conditional use permit from the Zoning Board of Adjustment. The City has no record of a conditional use permit being granted for the applicant's property, which means the existing 'commercial storage' use is considered non-conforming. If vacated, the applicant must obtain a conditional use permit from the Zoning Board of Adjustment before they can expand the 'commercial storage' use on their property.

The subject right-of-way measures 30' x 107' and is unimproved and not maintained by the City. It was originally platted at 66 feet-wide but was reduced to 30 feet after City Council approved a vacation request to rectify building encroachments into said right-of-way (see Ordinance No. 4745, adopted April 13, 1987).

The following exhibits show the existing conditions of the subject right-of-way and surrounding properties: see Exhibits A and B.

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

1. To provide due process and citizen participation in the application and review process for vacations.

There are two parcels of land that abut the subject right-of-way, as follows:

East – A contractor shop owned by N J G Investments, LLC on property commonly known as 15 South 14th Street.

South/West - Cohoe Business Center and Storage owned by the applicant on property commonly known as 25 South 15th Street.

Each abutting property owner was mailed a petition asking if they are in favor of/opposed to and/or willing to/not willing to purchase their portion of the subject right-of-way, if vacated. Both property owners are eligible to purchase an equal amount of the right-of-way (15' x 107') for a total sum of 270.75 No responses have been received as of the date of this report.

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

The contractor shop at 15 South 14th Street is an interior lot with 107 feet of road frontage along the subject right-of-way. This property solely relies on the subject right-of-way for access and street frontage. If vacated, the property would become a non-conforming lot as their width would decrease from 107 feet to 15 feet, as opposed to the required 50 feet in a C-2/Commercial District. The applicant's property at 25 South 15th Street is a double frontage lot and would not have their access restricted or become a non-conforming lot if the vacation request is approved.

3. To discourage the creation and eliminate or reduce existing dead-end alleys, streets or other rights-of-way.

South 14th Street, lying immediately south of West Broadway, is a dead-end street. Approval of this vacation would eliminate a portion of the dead-end street.

4. To reduce or eliminate hazardous and dangerous traffic conditions. Not applicable.

5 To protect all existing and proposed public utilities located in the right-of-way and to maintain necessary utility easements.

All City Departments and utilities were notified of the request. The following responses were received:

- Council Bluffs Fire Department stated they have no comments for the vacation.
- Council Bluffs Police Department stated they have no objection to the vacation request.
- Council Bluffs Public Works has sewer facilities at the north and south end of the subject right-of-way. If vacated, an easement across the full width of the right-of-way must be retained to service and maintain the sewer utilities
- Council Bluffs Water Works stated they have no utilities within the subject right-of-way but that the private service line for property at 15 South 14th Street may be located within the right-of-way.
- Mid-American Energy stated are opposed to the vacation request as they have overhead electrical distribution facilities within and abutting the subject right-of-way. Black Hills Energy stated they are opposed to the vacation as they have natural gas line within the subject right-of-way that cannot be built upon. Black Hills Energy further stated that any cost to relocate this gas line will be the responsibility of the applicant.

6. *To maintain appropriate right-of-way width to ensure that an adequate pedestrian and vehicular circulation system is retained.* The subject right-of-way measures 30 feet wide by 107 feet in depth and is needed to provide access and vehicle circulation to property at 15 South 14th Street.
7. *To discourage the vacation of a portion of an existing alley, street or other right-of-way.* Not applicable.
8. *To assist in the implementation of the goals and objectives of the Comprehensive Plan.* Not applicable.
9. *To reduce the City's maintenance liability on previously vacated right-of-way parcels from public improvement projects and various lots acquired through delinquent taxes or assessments.* Not applicable.
10. *To establish an equitable price for surplus public property.* Abutting property owners can acquire their portion of said street right-of-way for the amounts stated above.

Recommendation

The Community Development Department recommends denial of the requested right-of-way vacation based on the following reasons:

1. Property at 15 South 14th Street is solely dependent upon the subject right-of-way for access and frontage. Approval of the vacation would impede access and cause their property to become non-conforming as the lot width would decrease from 107 feet to 15 feet, as opposed to the required 50 feet in a C-2/Commercial District; and
2. There are existing utilities within the subject right-of-way that must remain accessible for maintenance purposes; and
3. Approval of the request would allow an expansion of a non-conforming 'commercial storage' use on property at 25 South 15th Street.

Public Hearing

Speakers in favor: None.

Speakers against: None.

Planning Commission Recommendation

The Planning Commission recommends denial of the requested right-of-way vacation based on the following reasons:

1. Property at 15 South 14th Street is solely dependent upon the subject right-of-way for access and frontage. Approval of the vacation would impede access and cause their property to become non-conforming as the lot width would decrease from 107 feet to 15 feet, as opposed to the required 50 feet in a C-2/Commercial District; and
2. There are existing utilities within the subject right-of-way that must remain accessible for maintenance purposes; and
3. Approval of the request would allow an expansion of a non-conforming 'commercial storage' use on property at 25 South 15th Street.

VOTE: AYE 8 NAY 0 ABSTAIN 0 ABSENT 3 Motion: Carried

ATTACHMENTS:

Description	Type	Upload Date
SAV-17-006 IPG LLC PH Notice (11-27-17) CC	Resolution	11/16/2017
SAV-17-006 IPG, LLC Exhibit A and B (11-27-17) CC	Resolution	11/16/2017
Resolution 17-260	Resolution	11/22/2017

**NOTICE OF PUBLIC HEARING
ON INTENT TO VACATE CITY PROPERTY**

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to vacate a 30' x 107' section of South 14th Street right-of-way, lying South of West Broadway, and abutting properties at 25 South 15th Street and 15 South 14th Street, City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m. on the 18th day of December, 2017 in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush, City Clerk

(Case #SAV-17-006)

Exhibit A: View of the subject right-of-way facing north



Exhibit B: Aerial view of the subject right-of-way and surrounding properties



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. 17-260

A RESOLUTION OF INTENT TO VACATE A THIRTY FOOT-WIDE BY A ONE HUNDRED AND SEVEN FOOT-LONG SECTION OF SOUTH 14TH STREET RIGHT-OF-WAY LYING SOUTH OF WEST BROADWAY AND ABUTTING PROPERTIES AT 25 SOUTH 15TH STREET AND 15 SOUTH 14TH STREET, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, IPG, LLC, represented by Aaron Moser, has requested to vacate a 30' x 107' section of South 14th Street right-of-way, lying South of West Broadway, and abutting properties at 25 South 15th Street and 15 South 14th Street, City of Council Bluffs, Pottawattamie County, Iowa; and

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

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

That this City Council hereby declares its intent to consider disposition of the above described City property; and

BE IT FURTHER RESOLVED

That a public hearing on the City's intent to dispose of this property is hereby set for December 18, 2017.

ADOPTED
AND
APPROVED: November 27, 2017

Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.: SAV-17-005
Submitted by: Christopher Gibbons

Resolution 17-261

Council Action: 11/27/2017

Description

Resolution of intent to vacate that part of Skyline Drive lying North of Hawthorne Court and abutting Lot 1, Timbercrest First Addition and Lot 2, Referee's Subdivision of the South 1/2 of the NE1/4 SW1/4 of Section 31-75-43 and setting a Public Hearing for December 18, 2017 at 7:00 p.m. (Location: West of 800 Hawthorne Court.)

Background/Discussion

The Community Development Department has received a request from Scott H. Peters, represented by Dan Ozaydin, to vacate and dispose of a portion of Skyline Drive, as described above. The applicant owns property (Lot 2, Referee's Subdivision) that abuts the subject right-of-way to the north and west and has a buyer who wants to purchase the land to build a new single-family residential dwelling upon it. The abutting Skyline Drive right-of-way is unimproved and inaccessible to vehicular/pedestrian traffic at this time. The applicant wishes to vacate the right-of-way so that they can acquire their portion and use it as a driveway for the proposed new dwelling.

The subject right-of-way is irregularly shaped and has a width of 50 feet (more/less). The right-of-way was platted as part of the Timbercrest First Addition in April 1976 to provide access to Lot 1, Timbercrest First Addition (commonly known as 800 Hawthorne Court) and was stubbed-out to provide access to a future phase of Timbercrest Subdivision. The City has no plans to improve the subject right-of-way at this time. Additionally, there are no approved plans to expand upon the Timbercrest Subdivision.

The following exhibits show the existing conditions of the subject right-of-way and surrounding properties: see Exhibits A, B and C.

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

1. To provide due process and citizen participation in the application and review process for vacations.

There are two parcels of land that abut the subject right-of-way, as follows:

East – Single-family residential dwelling owned by Leroy and Darlene Lovely (Lot 1, Timbercrest First Addition, commonly known as 800 Hawthorne Court)

North/West – Undeveloped land owned by the applicant, Scott H. Peters (Lot 2, Referee's Subdivision)

Each abutting property owner was mailed a petition asking if they are in favor of/opposed to and/or willing to/not willing to purchase their portion of the subject right-of-way, if vacated. The following responses were received:

- Leroy and Darlene Lovely stated they are in favor of the request and are willing to purchase their portion of the vacated right-of-way for the total sum of \$346.06.
- Scott H. Peters stated he is in favor of the request and is willing to purchase his portion of the vacated right for the total sum of 313.95.

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

Property located at 800 Hawthorne Court is a corner lot with frontage along Hawthorne Court and Skyline Drive. The owners access their property from an improved section of Skyline Drive located immediately south of the subject right-of-way and would not be deprived of required/reasonable access. The applicant's property is an interior lot with a combined 124 feet of frontage along the north and west side of the subject Skyline Drive right-of-way. If vacated, each abutting property owners would be eligible to acquire a 25 foot-wide section of the subject right-of-way. The applicant's property would have direct access to an improved section of Skyline Drive but the lot would become non-conforming, as the width would decrease from 124 feet to 25 feet, which is less than the 50 feet required in an R-1/Single-Family Residential District.

3. To discourage the creation and eliminate or reduce existing dead-end alleys, streets or other rights-of-way.

The northerly portion of Skyline Drive was platted with the Timbercrest First Addition Subdivision and has never been fully improved as a City street. This segment currently provides functional vehicular access to one property at 800 Hawthorne Court and operates as a dead-end street. The applicant has the option to improve the subject right-of-way that abuts his property to City standards for vehicular access purposes. If vacated, the northerly segment of Skyline Drive will become a formal dead-end street without any means for emergency vehicles to turn-around. The creation of a dead-end street section is contrary to the City's adopted *Policy and Procedures for Alley, Street and Right-of-way Vacations*.

4. To reduce or eliminate hazardous and dangerous traffic conditions. Not applicable.

5. To protect all existing and proposed public utilities located in the right-of-way and to maintain necessary utility easements.

All City Departments and utilities were notified of the request. The following responses were received:

- Council Bluffs Fire Department stated they have no comments for the vacation.
- Public Works Departments stated they have utilities that extend to the north edge of pavement abutting the subject right-of-way. Public Works is opposed to the vacation as it would allow a driveway to enter into a public right-of-way through a dead-end road. Additionally, Public Works is concerned the dead-end road does not have sufficient geometrics to allow an emergency vehicle to turn-around.

- Council Bluffs Water Works stated they have a water main located along the west side of the subject right-of-way and requested an easement be retained for access/maintenance purposes, if vacated. Council Bluffs Water Works also commented that the private service line and meter pit for property at 241 East Graham is located within the subject Skyline Drive right-of-way. The customer privately owns the service line and meter pit and they are responsible for allowing Council Bluffs Water Works access to read and maintain the meter.
 - MidAmerican Energy stated they have electrical facilities within the subject right-of-way and requested an easement be retained for access and maintenance, if vacated.
 - Cox Communication stated they have telecommunication facilities within the subject right-of-way are opposed to the vacation at this time. Cox Communication further stated an easement to access and maintain their utilities must be retained, if vacated.
6. To maintain appropriate right-of-way width to ensure that an adequate pedestrian and vehicular circulation system is retained. Not applicable.
 7. To discourage the vacation of a portion of an existing alley, street or other right-of-way. Not applicable.
 8. To assist in the implementation of the goals and objectives of the Comprehensive Plan. Not applicable.
 9. To reduce the City's maintenance liability on previously vacated right-of-way parcels from public improvement projects and various lots acquired through delinquent taxes or assessments. Not applicable.
 10. To establish an equitable price for surplus public property consistent with the adopted policy. Abutting property owners can acquire their portion of said street right-of-way for the amounts stated above.

Recommendation

The Community Development Department recommends denial of the requested right-of-way vacation based on the following reasons:

1. The proposed right-of-way vacation will cause property legally described as Lot 2, Referee's Subdivision to become a non-conforming lot as the lot width will decrease from 124 feet to 25 feet, as opposed to the 50 feet required in a R-1/Single-Family Residential District.
2. The proposed vacation will result in a dead-end Skyline Drive street section which is contrary to the City's adopted *Policy and Procedures for Alley, Street and Right-of-way Vacations*; and
3. There are existing utilities within the subject right-of-way that must remain accessible for maintenance purposes, including a private water line that services property at 241 East Graham Avenue.

Public Hearing

Speakers in favor:

1. Scott H. Peters, 241 East Graham, Council Bluffs, IA 51503
2. Dan Ozaydin, 535 West Broadway, Suite 100. Council Bluffs, IA 51503

Speakers against:

1. Linda Welch. 801 Hawthorne Court, Council Bluffs, IA 51503

Planning Commission Recommendation

The Planning Commission recommends approval of the requested right-of-way vacation of a portion of Skyline Drive.

VOTE: AYE 5 NAY 2 ABSTAIN 1 ABSENT 3 Motion: Carried

ATTACHMENTS:

Description	Type	Upload Date
SAV-17-005 Peters Skyline Drive PH Notice (11-27-17) CC	Resolution	11/15/2017
SAV-17-005 Peters Skyline Drive Exhibit A, B and C (11-27-17) CC	Resolution	11/15/2017
SAV-17-005 Peters Skyline Drive Attach A, B and C (11-27-17) CC	Resolution	11/15/2017
Resolution 17-261	Resolution	11/22/2017

**NOTICE OF PUBLIC HEARING
ON INTENT TO VACATE CITY PROPERTY**

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to vacate that part of Skyline Drive lying North of Hawthorne Court, and abutting Lot 1, Timbercrest First Addition and Lot 2, Referee's Subdivision of the South ½ of the NE1/4 SW1/4 of Section 31-75-43, City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m. on the 18th day of December, 2017 in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush, City Clerk

(Case #SAV-17-005)

Exhibit A: View of the subject right-of-way facing north



Exhibit B: View of the subject right-of-way facing south



Exhibit C: View of the subject right-of-way and surrounding properties



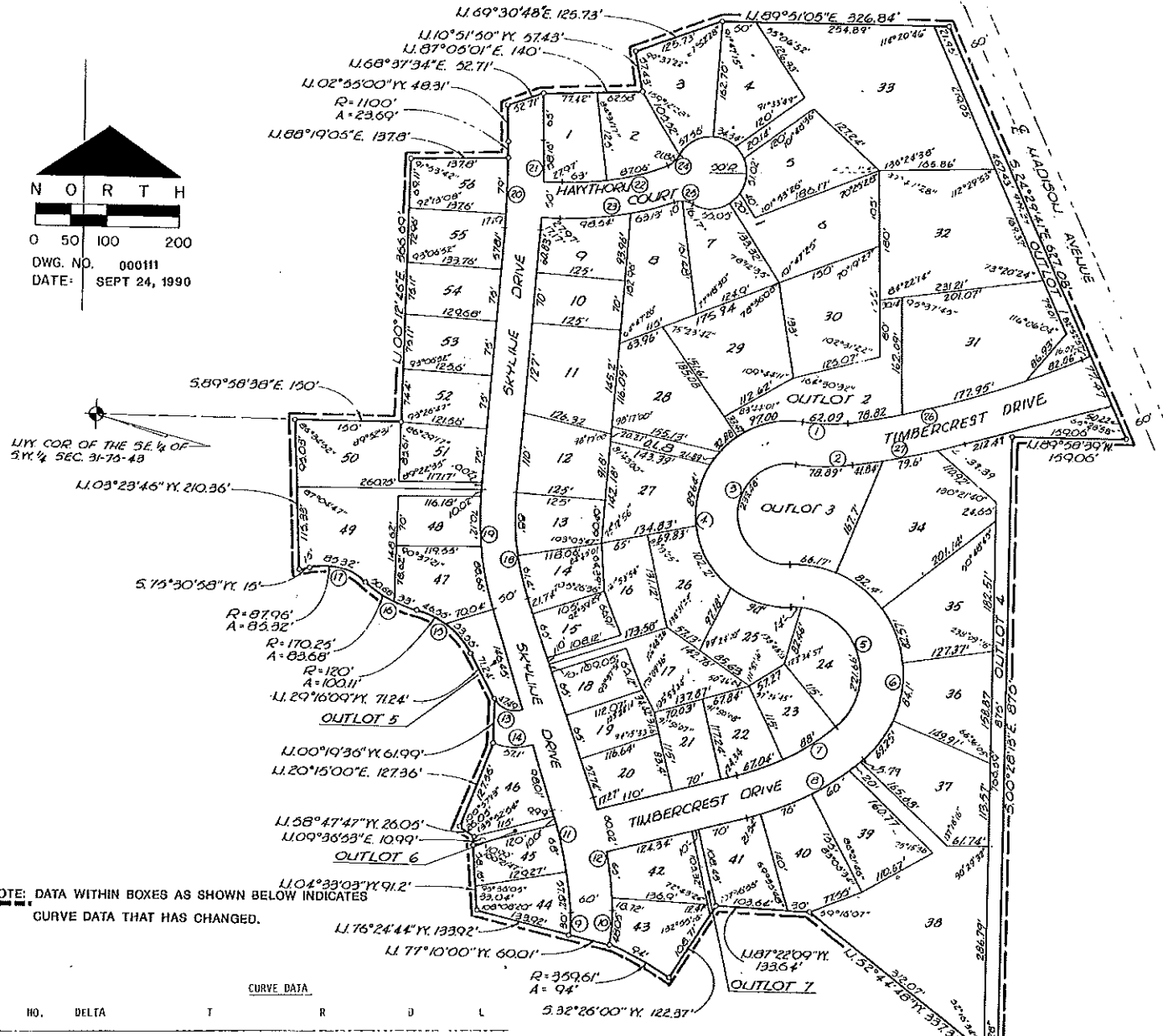
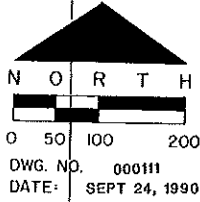
CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
 RIGHT-OF-WAY VACATION MAP CASE #SAV-17-005



AFFIDAVIT

TIMBERCREST 1ST ADDITION

LOCATED IN A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., TOGETHER WITH LOT 13, GREENWOOD SUBDIVISION, ALL IN POTTAWATTAMIE COUNTY, IOWA.



NOTE: DATA WITHIN BOXES AS SHOWN BELOW INDICATES CURVE DATA THAT HAS CHANGED.

CURVE DATA

NO.	DELTA	T	R	D	L
1	16°02'18"	31.25	221.82	25.82995	62.09
2	16°02'18"	39.70	281.82	20.330637	78.89
3	191°08'24"	-719.95	70.00	81.851143	233.48
4	191°08'24"	-1337.06	130.00	44.073692	433.61
5	142°07'39"	276.90	95.00	60.311368	235.66
6	142°07'39"	451.78	155.00	36.965329	384.49
7	26°49'36"	78.97	331.14	17.302581	155.04
8	26°49'36"	93.28	391.14	14.648412	183.13
9	15°37'34"	15.09	110.00	52.08700	30.00
10	16°11'30"	24.19	170.00	33.70338	48.05
11	14°30'17"	73.30	576.00	9.94719	145.02
12	14°30'17"	80.94	636.00	9.09077	161.01
13	81°05'09"	28.71	33.56	170.72962	47.49
14	39°09'21"	29.72	83.56	68.56896	57.10
15	47°47'50"	53.17	120.00	47.74654	100.11
16	28°09'38"	42.70	170.25	33.65411	93.68
17	55°34'40"	46.36	87.96	65.13701	85.32
18	22°14'01"	75.65	385.00	14.88201	149.40
19	22°14'01"	85.48	435.00	13.17145	168.80
20	06°14'39"	60.90	1100.00	5.20871	119.88
21	06°14'39"	62.73	1150.00	4.98224	125.33
22	22°55'40"	76.05	375.00	15.27889	150.06
23	21°47'45"	81.83	425.00	13.48130	161.67
24	41°45'15"	11.44	30.00	190.98956	21.86
25	49°58'25"	13.98	30.00	190.98611	26.17
26	15°57'48"	170.52	1216.12	4.71136	338.03
27	7°13'16"	80.52	1276.12	4.489844	160.83

THIS IS TO CERTIFY THAT PART OF THE CURVE DATA TABLE FOR CURVES 2 THROUGH 8 INCLUSIVE AND CURVE 27 IN THE ORIGINAL PLATTING OF TIMBERCREST 1ST ADDITION WERE SHOWN IN ERROR AND TO FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS ORIGINALLY INTENDED CURVE DATA.

Clarence Roger Carrell
 CLARENCE ROGER CARRELL
 REGISTERED LAND SURVEYOR
 IOWA L.S. #7575



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. 17-261

A RESOLUTION OF INTENT TO VACATE THAT PART OF SKYLINE DRIVE LYING NORTH OF HAWTHORNE COURT AND ABUTTING LOT 1, TIMBERCREST FIRST ADDITION AND LOT 2, REFEREE'S SUBDIVISION OF THE SOUTH ½ OF THE NE1/4 SW1/4 OF SECTION 31-75-43, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Scott H. Peters has requested to vacate that part of Skyline Drive lying North of Hawthorne Court, and abutting Lot 1, Timbercrest First Addition and Lot 2, Referee's Subdivision of the South ½ of the NE1/4 SW1/4 of Section 31-75-43, City of Council Bluffs, Pottawattamie County, Iowa.; and

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

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

That this City Council hereby declares its intent to consider disposition of the above described City property; and

BE IT FURTHER RESOLVED

That a public hearing on the City's intent to dispose of this property is hereby set for December 18, 2017.

ADOPTED
AND
APPROVED: November 27, 2017

Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.: OTB-17-005
Submitted by: Rose Brown

Resolution 17-262

Council Action: 11/27/2017

Description
Resolution of intent to dispose of City property legally described as Lots 10 through 12, Block 1, Oak Grove Addition, and setting a Public Hearing for December 18, 2017 at 7:00 p.m. (South of 27 Grove Street.)

Background/Discussion
The City has received an offer to purchase the property legally described above adjacent to the property located at 27 Grove Street. The property is classified as ‘transitional dispose’ and ‘not buildable’. According to the adopted policy of March 14, 2016, the property should be priced at the appraised value or the amount most recently established by the Pottawattamie County Assessor.
The applicant has offered \$600.00.
A summary of City costs incurred will be provided at the time of public hearing.

Recommendation
The Community Development Department recommends setting a public hearing on the disposal of the property legally described as Lots 13 through 12, Block 1, Oak Grove Addition, City of Council Bluffs, Pottawattamie County, Iowa on the December 18, 2017 City Council meeting.

ATTACHMENTS:

Description	Type	Upload Date
OTB-17-005 Kraft S of 27 Grove St PH Notice (11-27-17) CC	Resolution	11/15/2017
Location Map	Map	11/15/2017
Resolution 17-262	Resolution	11/22/2017

**NOTICE OF PUBLIC HEARING
ON INTENT TO DISPOSE AND CONVEY CITY PROPERTY**

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to dispose of property legally described as Lots 10 through 12, Block 1, Oak Grove Addition, City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 18th day of December, 2017, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush

City Clerk

REB

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. 17-262

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED AS LOTS 10 THROUGH 12, BLOCK 1, OAK GROVE ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has received an offer from Jeff Kraft, to purchase the City owned property legally described as Lots 10 through 12, Block 1, Oak Grove Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

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 property legally described as Lots 10 through 12, Block 1, Oak Grove Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for December 18, 2017.

ADOPTED
AND
APPROVED:

November 27, 2017

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

(Case #OTB-17-005)

Council Communication

Department: Community Development
Case/Project No.: OTB-17-006
Submitted by: Rose Brown

Resolution 17-263

Council Action: 11/27/2017

Description

Resolution of intent to dispose of City property legally described as former railroad right-of-way abutting Lots 1 through 12, Block 31, Fleming and Davis Addition, and setting a Public Hearing for December 18, 2017 at 7:00 p.m. (Location: Adjacent to 1401 South 16th Street)

Background/Discussion

The City has received an offer to purchase the property legally described above and adjacent to the property located at 1401 South 16 Street. The applicant has indicated the request is to allow him to construct an addition onto his existing building. The applicant has offered \$2,000.00.

A summary of City costs incurred will be provided at the time of public hearing.

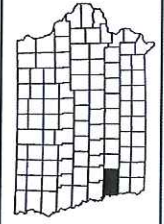
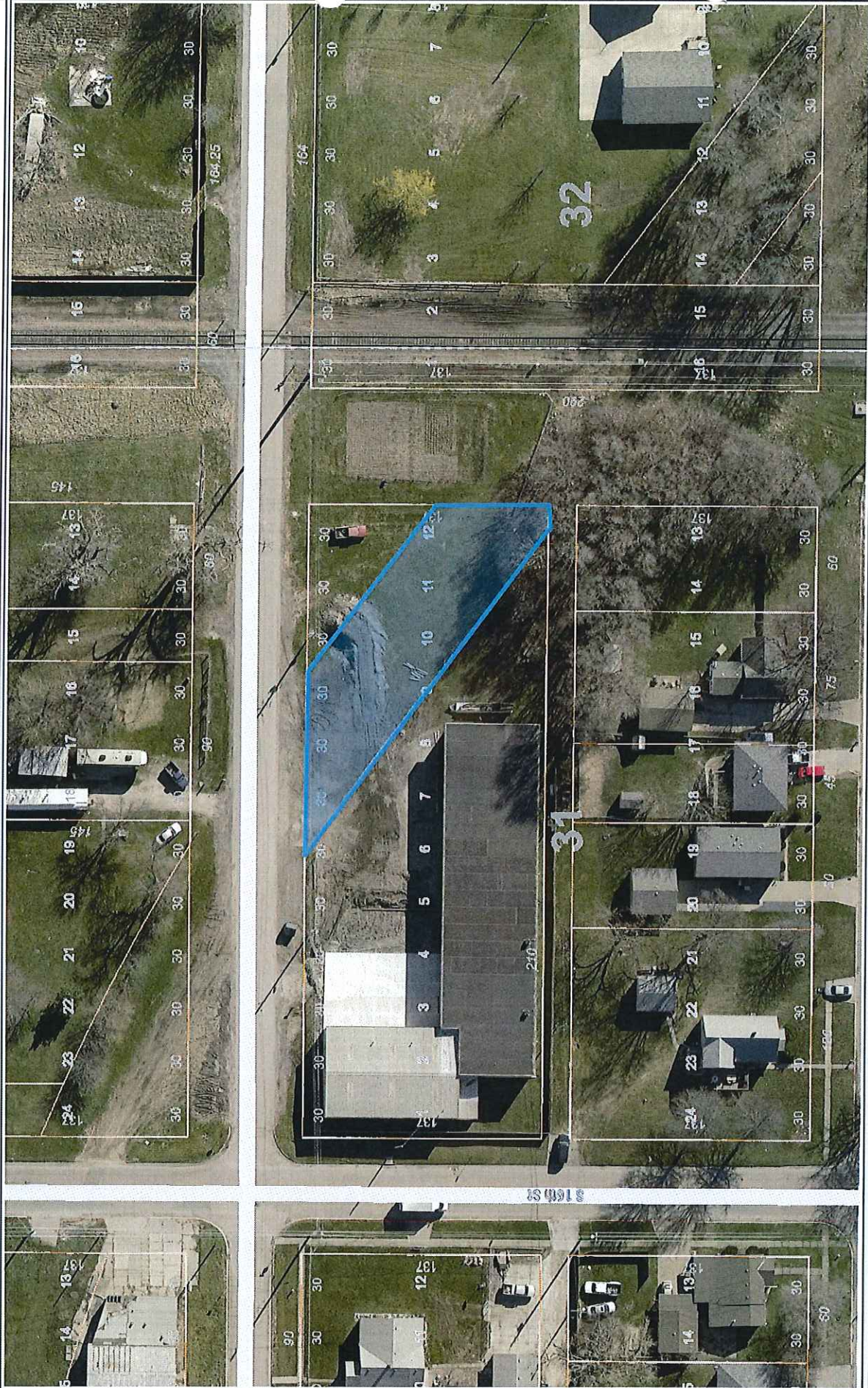
Recommendation


The Community Development Department recommends setting a public hearing on the disposal of the property legally described as being former railroad right-of-way abutting Lots 1 through 12, Block 31, Fleming and Davis Addition, City of Council Bluffs, Pottawattamie County, Iowa on the December 18, 2017 City Council meeting.

ATTACHMENTS:

Description	Type	Upload Date
OTB-17-006 JLS Investments LLC Adjacent to 1401 S 16th St PH Notice (11-27-17)	Resolution	11/15/2017
CC		
Map	Map	11/15/2017
Resolution 17-263	Resolution	11/22/2017

CASE #OTB-17-006





 1 in = 102 ft



 Polk County GIS

 223 S. 10th St., IA 51501

 (712) 378-4885

gis@polkcounty.com

<http://gis.polkcounty.com>

Map Published: 11/14/2017

Polk County makes no representation or warranty as to the accuracy of this map and its information not to be relied for use.

 Polk County makes no representation or warranty as to the accuracy of this map and its information not to be relied for use.

 Comments and suggestions for map improvements are welcome.

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. 17-263

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED AS FORMER RAILROAD RIGHT-OF-WAY ABUTTING LOTS 1 THROUGH 12, BLOCK 31, FLEMING AND DAVIS ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has received an offer from JLS Investments, LLC, to purchase the City owned property legally described as former railroad right-of-way abutting Lots 1 through 12, Block 31, Fleming and Davis Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

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 property legally described as former railroad right-of-way abutting Lots 1 through 12, Block 31, Fleming and Davis Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for December 18, 2017.

ADOPTED
AND
APPROVED: November 27, 2017

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

(Case #OTB-17-006)

Council Communication

Department: Public Works Admin
 Case/Project No.: PW 17-21
 Submitted by: Matthew Cox, City Engineer

Resolution 17-264

Council Action: 11/27/2017

Description

Resolution accepting the work of Carley Construction, LLC as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the CBAC Avenue J Reconstruction. Project #PW17-21.

Background/Discussion

The Council Bluffs Community School District constructed a new multi-million dollar athletic complex located west of 17th Street, between Avenue G and Avenue L. The plan for the new athletic complex included access to/from 16th Street. This project reconstructed Avenue J from 16th to 17th Street, including the intersection at 17th Street.

The City and School District agreed on a layout which provides a one-way pair of drive lanes beginning at the intersection of 16th Street and Avenue J. There is one west bound lane to enter the complex and two west bound lanes to exit. The reconstruction of 17th Street between the separated roadways of Avenue J was also included in the project.

	Division I <u>General</u>	Division II <u>Pavement</u>	Division III <u>Storm Sewer</u>	Division IV <u>San. Sewer</u>	Division VI <u>Traffic</u>	<u>Total</u>
Original Contract Amount	\$53,805.00	\$342,967.50	\$47,912.25	\$109,225.00	\$12,978.00	\$566,887.75
Change Orders (-7.41%)	(\$30,660.25)	(\$3,080.65)	\$0.00	(\$8,589.00)	\$339.50	(\$41,990.40)
Final Contract Amount	\$23,144.75	\$339,886.85	\$47,912.25	\$100,636.00	\$13,317.50	\$524,897.35
Less Previous Payments	\$21,987.51	\$322,892.51	\$45,516.64	\$95,604.20	\$12,651.62	\$498,652.48
Retainage Due Contractor	\$1,157.24	\$16,994.34	\$2,395.61	\$5,031.80	\$665.88	\$26,244.87

Contractor did not complete the project on time and received 1 non-compliance notice. Liquidated damages in the amount of \$15,000 were assessed.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 17-264	Resolution	11/22/2017

RESOLUTION
NO 17-264

**RESOLUTION ACCEPTING THE WORK OF
CARLEY CONSTRUCTION LLC IN CONNECTION WITH
THE CBAC AVENUE J RECONSTRUCTION
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE
A CITY CHECK IN THE AMOUNT OF \$26,244.87
PW17-21**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Carley Construction LLC, Council Bluffs, IA for the CBAC Avenue J Reconstruction; 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 \$26,244.87 to Carley Construction LLC, has been submitted to the city council for approval and payment; and
- WHEREAS, final payment is due 30 days after acceptance of the work; and
- WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$26,244.87 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 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.

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of \$26,244.87 payable to Carley Construction LLC from budget codes Division I, G21600-676000; Division II, G21600-676200; Division III, G21600-676500; Division IV, G21600-676700; Division VI, G21600-676800. Project #00569.

ADOPTED
AND
APPROVED

November 27, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: City Clerk
Case/Project No.: BM-1804
Submitted by: Pat Miller

Resolution 17-265

Council Action: 11/27/2017

Description
Resolution on the plans, specifications and form of contract on the Bass Pro Shop Parking Lot project and setting a Public Hearing for December 18, 2017 at 7:00 p.m.

Background/Discussion
Bass Pro Shop was constructed in 2005. There have been minimal repairs to the parking lot since that time. There are many areas during the summer that have become tripping hazards. Ice freezing in the same areas during Pose safety risks during the winter.
The entire parking lot also requires sealing of the entire surface and restriping which is normal maintenance of a lot that age.
Repairing the hazards and resealing and restriping the parking lot will ensure the parking lot will remain a safe environment.
The project schedule is as follows:
Set Public Hearing -November 27, 2017
Hold Public Hearing - December 18, 2017
Letting - January 23, 2017
Award - February 12, 2018
Construction End – June 1, 2018
Funding for this project will be paid for with the Iowa West Foundation.
Project # BM-1804

Recommendation
I recommend that the City Council adopt the resolution setting the Public Hearing for the Bass Pro Shop Parking Lot Repair Project for December 18, 2017, at 7:00 p.m.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 17-265	Resolution	11/22/2017

RESOLUTION NO. 17-265

RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH NOTICE AND SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE BASS PRO SHOP PARKING LOT REPAIR PROJECT

WHEREAS, the City of Council Bluffs desires to repair the Bass Pro Shop parking lot; and

WHEREAS, HGM Associates Inc, working with City staff investigated the failed areas of the parking lot and has developed a replacement plan; and

WHEREAS, funding for this project will be provided by the Iowa West Foundation; and

WHEREAS, the plans, specifications and form of contract as prepared by HGM Associates Inc. are on file in the Office of City Clerk.

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

The City Clerk is hereby directed to set a Public Hearing for December 18, 2017, at 7:00 p.m. for the Bass Pro Shop Parking Lot Repair Project.

ADOPTED
AND
APPROVED

November 27, 2017

Matthew Walsh Mayor

Attest:

Jodi Quakenbush City Clerk

Council Communication

Department: Finance
Case/Project No.:
Submitted by:

October 2017 Financial Reports

Council Action: 11/27/2017

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
October Revenues and Expenditures by Fund	Other	11/17/2017
October List of Bills Vendor Sort	Other	11/17/2017
October List of Bills Amount Sort	Other	11/17/2017

City of Council Bluffs

Receipts by Fund

For the Month of October 2017

General Fund	19,246,012.13
Special Revenue	3,902,848.47
Debt Service	2,642,455.58
Capital Project	3,219,677.52
Enterprise	1,380,805.10
Total Revenue	<u>30,391,798.80</u>

Expenditures by Fund

For the Month of October 2017

General Fund	5,392,607.03
Special Revenue	2,099,830.94
Debt Service	-
Capital Project	1,849,119.26
Enterprise	632,822.45
Total Expense	<u>9,974,379.68</u>

VENDOR	DESCRIPTION	AMOUNT
3M COMPANY	SUPPLIES	2,457.86
A & A LAWN AND LANDSCAPING LLC	MOWING/GROUNDS MAINT	1,110.00
A + UNITED RADIATOR REPAIR	REPAIRS	190.00
ABLE LOCKSMITHS	CONTRACTURAL SERVICE	190.00
ABM ONSITE SERVICES-MIDWEST INC	JANITORIAL SERVICE	1,018.75
ABSTRACT PAINTING & DECORATING INC	CONTRACTURAL SERVICE	900.00
ACCENT PACKAGING INC	SUPPLIES	2,177.56
ADPI EMS BILLING INC	AMBULANCE BILLING FEES	17,746.38
ADVANCE SERVICES, INC	CONTRACT LABOR	9,575.78
ADVANCE SOUTHWEST IOWA	CONTRACTURAL SERVICE/OCT-DEC ECON DEV	25,000.00
AFFILIATED CREDIT SERVICES	COLLECTION FEE	126.12
AFSCME IOWA COUNCIL 61	DUES EMPLOYEE	2,295.72
AG SOLUTIONS GROUP LLC	EQUIPMENT/PARTS	136.80
AGRIVISION EQUIPMENT GROUP	EQUIPMENT/PARTS	220.80
AHLERS & COONEY PC	ATTORNEY FEES	217.50
ALEGENT HEALTH	MEDICAL SUPPLIES	2,052.00
ALLEY POYNER MACCHIETTO ARCHITECTURE INC	REPAIRS	3,122.07
AMANDA MARIE JONES	PROFESSIONAL SERVICES	70.00
AMERICAN CRANE & RIGGING LLC	CONTRACTURAL SERVICE	1,975.00
AMERICAN MESSAGING SERVICES LLC	TELEPHONE	13.24
AMERICAN NATIONAL BANK	BANK SERVICES	87.98
AMERIHEALTH CARITAS IOWA, INC.	REFUND	112.27
AMERIPRIDE SERVICES INC	UNIFORMS	235.36
ANNA HARTMANN	TRAVEL REIMBURSEMENT	42.54
AOI CORPORATION	RIVER'S EDGE PAV COMMUNITY RM FURNITURE	23,140.00
AQUA-CHEM INCORPORATED	SUPPLIES	225.00
ARNOLD MOTOR SUPPLY LLP	EQUIPMENT/PARTS	2,988.76
ARROW TOWING	TOWING/STORAGE/AUCTION	450.00
ASHLEY KRUSE	REIMBURSEMENT	56.71
ASP ENTERPRISES INC	EQUIPMENT/PARTS	114.00
ASPHALT AND CONCRETE MATERIALS CO	STREET MAINTENANCE SUPPLIES	3,702.79
AXON ENTERPRISE INC	CBPD CAPITAL EQUIPMENT	62,144.93
B G PETERSON COMPANY	SUPPLIES	7,325.00
BAKER & TAYLOR INC	BOOKS/PERIODICALS/SUB	3,806.31
BARKER LEMAR AND ASSOCIATES INC	ENGINEERING	8,022.50
BH MEDIA GROUP HOLDING INC	ADVERTISEMENT	4,555.14
BILL'S WATER CONDITIONING	SUPPLIES	73.80
BLACK HILLS UTILITY HOLDINGS INC	NATURAL GAS	5,876.26
BLUFFS ELECTRIC INC	ELECTRICAL REPAIR	11,736.47
BLUFFS TAXI & COURIER	PROFESSIONAL SERVICES	561.00
BOO, INC.	EQUIPMENT/PARTS	837.55
BOUND TO STAY BOUND BOOKS INC	BOOKS/PERIODICALS/SUB	412.76
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	40.74
BRADLEY TREDE	MOWING/GROUNDS MAINT	3,997.50
BRIAN JANS	MOWING/GROUNDS MAINT	968.50
BRYAN PREGON	FEES	140.00
BUCKS INC	VEHICLE WASH	309.00
C & A INDUSTRIES INC	CONTRACT LABOR	3,882.00
C & J INDUSTRIAL SUPPLY	JANITORIAL SERVICE	601.85
C J FUTURES INC	MOWING/GROUNDS MAINT	1,580.00
CA ENTERPRISES INC	CONTRACTURAL SERVICE	3,306.00
CABB INC	JANITORIAL SERVICE	2,924.00
CANON SOLUTIONS AMERICA INC	COPY/PRINTER MAINTANCE	748.40
CARISSA PHILLIPS	REFUND	271.00
CARLEY CONSTRUCTION LLC	S 1ST ST NEIGHBORHOOD REHAB PH 8	177,777.44
CAROLINA SOFTWARE INC	HARDWARE/SOFTWARE	300.00
CARRIER CORPORATION	CONTRACTURAL SERVICE	110.00
CENGAGE LEARNING INC	BOOKS/PERIODICALS/SUB	528.65
CENTER POINT LARGE PRINT	SUPPLIES	64.60

CENTURY HOMES CO	SUPPLIES	7,304.00
CFI TIRE SERVICE	TIRE REPLACEMENT/REPAIR	138.50
CHAMPLIN TIRE RECYCLING INC	TIRE DISPOSAL	3,510.50
CHILD SUPPORT SERVICES DIVISION	GARNISHMENT	514.32
CHRISTINE D ANDERSON	TRAVEL REIMBURSEMENT	43.34
CHRISTOPHER J RUHAAK	CONTRACTURAL SERVICE	30.25
CHRISTOPHER MEEKS	REIMBURSEMENT	25.00
CIOX HEALTH LLC	MEDICAL SUPPLIES	74.13
CITY OF OMAHA	CONTRACTURAL SERVICE	15,379.33
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	CONTRACTURAL SERVICE	8,076.92
CLEAR TITLE & ABSTRACT LLC	PROFESSIONAL SERVICES	450.00
CLERK OF DISTRICT COURT	COURT COSTS	6,331.00
CLERK OF DISTRICT COURT	GARNISHMENT	889.25
COLLECTION SERVICES CENTER	GARNISHMENT	7,281.32
COMPASS UTILITY LLC	E MANAWA SEWER REHAB PH VI	306,909.98
COMPASS UTILITY LLC	GIFFORD RD RECON PH2	196,861.66
COMPASS UTILITY LLC	E GRAHAM, GRANDVIEW, PARK ENTR	195,251.85
COMPUTER CABLE CONNECTION	HARDWARE/SOFTWARE	5,833.20
CONRECO INC	SUPPLIES	1,141.00
CONSOLIDATED ELECTRICAL DISTR, INC	SUPPLIES	2,510.99
CONTROL SERVICES INC	REPAIRS	628.25
CORNERSTONE PRINTING & IMAGING	PRINTING/BINDING	756.45
CORNHUSKER TRUCKS ACCT #10747	EQUIPMENT/PARTS	5,691.62
COUNCIL BLUFFS AIRPORT AUTHORITY	AIRPORT AUTH TAX	288,359.33
COUNCIL BLUFFS WATER WORKS	WATER	21,608.01
COUNCIL BLUFFS WINSUPPLY	SUPPLIES	835.89
COX COMMUNICATIONS	PHONE/INTERNET SERVICE	16,935.94
COX SUBSCRIPTIONS	SUBSCRIPTION	498.50
CRAIG KEYSOR	CONTRACTURAL SERVICE	6,760.00
CREDIT CARD CHARGES	FEES	6,701.24
CRISIS SYSTEMS MANAGEMENT LLC	TRAINING	495.00
CUMMINS CENTRAL POWER, LLC	EQUIPMENT/PARTS	604.65
CUSTOM AUTO REBUILDERS	VEHICLE REPAIR	1,279.55
CWA-DUES	DUES EMPLOYEE	1,063.99
DAIKIN APPLIED AMERICAS INC	REPAIRS	369.79
DANKO EMERGENCY EQUIPMENT CO	SUPPLIES	673.25
DATA POWER TECHNOLOGY LLC	REPAIRS	1,077.00
DAVID W WOODY	SUPPLIES	1,324.13
DAVIS EQUIPMENT CORPORATION	EQUIPMENT/PARTS	892.21
DEMCO INC	SUPPLIES	547.30
DEX MEDIA EAST LLC	ADVERTISEMENT	299.64
DIAMOND OIL COMPANY	EQUIPMENT/PARTS	140.90
DICK DEAN SERVICE STORE	REPAIRS	111.95
DOING BETTER INSPECTIONS INC	CONTRACTURAL SERVICE	386.00
DONALD R WILSON	REIMBURSEMENT	132.00
DONIS CORPORATION	PRINTING/BINDING	788.00
DONN DIERKS	TRAVEL REIMBURSEMENT	465.46
DOUGLAS COUNTY SHERIFF	TRAINING	105.00
DOUGLAS COUNTY TREASURER	FEES	25.21
DRIVER PLUMBING	REPAIRS	87.00
DULTMEIER SALES	SUPPLIES	43.68
DUNCAN PARKING TECHNOLOGIES INC	EQUIPMENT/PARTS	373.88
DUO SAFETY LADDER CORPORATION	SUPPLIES	110.71
DXP ENTERPRISES INC	EQUIPMENT/PARTS	498.60
EBS - FLEX ACOCUNT	EMPLOYEE CONTRIBUTION	14,886.50
ECHO ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	21,667.35
ECOSOLUTIONS LLC	SUPPLIES	562.50
ED M FELD EQUIPMENT COMPANY INC	EQUIPMENT/PARTS	796.78
EDWARDS CHEVROLET-CADILLAC INC	EQUIPMENT/PARTS	347.04
EFTPS	EMPLOYEE PAYROLL TAXES	553,240.56
EHRHART GRIFFIN & ASSOCIATES INC	PROFESSIONAL SERVICES - SEWER	28,261.50

ELBA E CERA	PROFESSIONAL SERVICES	82.50
ELECTRONIC TECHNOLOGY INC	EQUIPMENT/PARTS	228.88
ELLIOTT AUTO SUPPLY COMPANY INC	SUPPLIES	1,425.88
EMSPACE INC	CONSULTANT	838.50
EMUNAH LLC	JANITORIAL SERVICE	8,156.50
ENDRESS + HAUSER	SUPPLIES	275.41
ENTENMANN-ROVIN COMPANY	SUPPLIES	941.50
ENTERPRISE RENT A CAR MIDWEST	RENTAL EXPS	689.74
ERRIN KEITH GUNDERSON	MOWING SERVICE	5,908.14
EXCEL PHYSICAL THERAPY INC	PROFESSIONAL SERVICES	50.00
FASTENAL COMPANY	SUPPLIES	227.92
FEDEX	FREIGHT/POSTAGE	135.70
FELSBURG HOLT & ULLEVIG INC	TRAFFIC STUDY	5,275.15
FERGUSON ENTERPRISES INC #226	EQUIPMENT/PARTS	1,150.72
FEURING PROMOTIONS INC	UNIFORMS	164.00
FIRE ENGINEERING	SUBSCRIPTION	120.00
FIREFIGHTERS UNION #15	EMPLOYEE CONTRIBUTION	7,900.00
FIRST WIRELESS INC	EQUIPMENT/PARTS	465.00
FLEET US LLC	SUPPLIES	3,888.00
FOX HOLDINGS INC	REPAIRS	1,094.00
FRATERNAL ORDER OF POLICE	EMPLOYEE CONTRIBUTION	3,010.00
G I MOW LLC	MOWING/GROUNDS MAINT	1,688.57
GALLS INCORPORATED	EQUIPMENT/PARTS	1,473.04
GARAGE DOOR SERVICES	CONTRACTURAL SERVICE	3,797.00
GENIE PEST CONTROL	PEST CONTROL	110.00
GENUINE PARTS COMPANY-NAPA	EQUIPMENT/PARTS	1,497.74
GEOFFREY HUBBARD	TRAVEL REIMBURSEMENT	235.40
GEORGE BUTLER ASSOC INC	WPCP MANHOLE #1 REHAB	36,804.62
GIBBS RENTAL	RENTAL EXPENSE	198.76
GLOBAL TRAFFIC TECHNOLOGIES LLC	SUPPLIES	3,125.00
GOVDEALS INC	ONLINE PAYMENT FEES	536.32
GREAT PLAINS UNIFORMS	UNIFORMS	866.90
GREGORY A PETERSON CONSULTING INC	RIVERS EDGE CONSULTANT	10,700.00
GREGORY R SCHULTZ	TRAVEL REIMBURSEMENT	90.94
GREGORY W REEDER	TRAVEL REIMBURSEMENT	32.00
HACH COMPANY	EQUIPMENT/PARTS	341.94
HARLEY DAVIDSON OF OMAHA	FLEET REPAIRS	2,888.65
HAWKEYE TRUCK EQUIPMENT	EQUIPMENT/PARTS	581.16
HAWKINS CONSTRUCTION COMPANY	W BROADWAY RECONSTRUCTION	505,449.66
HD SUPPLY FAC MAINTENANCE LTD	SUPPLIES	312.15
HDR ENGINEERING INC	PROFESSIONAL SERVICES	21,796.35
HEARING ACCESS SOLUTIONS LLC	CONSULTANT	2,300.00
HEARTLAND CO-OP	FUEL	559.00
HEARTLAND TIRES & TREADS INC	TIRE REPLACEMENT/REPAIR	8,058.00
HGM ASSOCIATES INC	W BROADWAY RECON/PW18-20	78,251.39
HGM ASSOCIATES INC	E BELTWAY RDWY CONNECTORS	12,867.61
HGM ASSOCIATES INC	W BROADWAY RECON PH I	48,924.97
HGM ASSOCIATES INC	RIVERS EDGE PARK PH II	10,889.71
HGM ASSOCIATES INC	CONSULTING FOR STATION REMODEL	20,000.00
HGM ASSOCIATES INC	CONSULTING TO REPAIR PARKING LOT	2,401.60
HGM ASSOCIATES INC	ICAAP TRAF ADAPTIVE SIGNAL CONTROL	4,451.00
HGM ASSOCIATES INC	29TH AVE PUMP STATION REPAIR	13,398.66
HGM ASSOCIATES INC	DODGE RIVERSIDE GOLF COURSE	1,847.51
HGM ASSOCIATES INC	CBIS SEG 4 SEWER RELOCATIONS	7,176.33
HGM ASSOCIATES INC	GIFFORD RD RECON PH2	25,916.07
HGM ASSOCIATES INC	HUMANE SOCIETY BLDG CERT	299.33
HISTORICAL GENERAL DODGE HOUSE FOUNDATION INC	QUARTERLY CONTRACT PAYMENT	18,750.00
HOEFER WYSOCKI ARCHITECTS, LLC	CBPD NEW FACILITY PROF SERVICES	27,646.08
HOLIDYNAMICS INC	DEPOSIT BAYLISS HOLIDAY LIGHTING PKG	11,347.50
HOLT WOODWORKING INC	REPAIRS	240.00
HY VEE FOOD STORE #1101 INC	SUPPLIES	695.90

ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTION	9,965.52
IMSA	DUES/MEMBERSHIP	120.00
INSIGHT PUBLIC SECTOR INC	HARDWARE/SOFTWARE	920.00
INTERNATIONAL CODE COUNCIL	SUPPLIES	240.00
INTERSTATE ALL BATTERY CENTER	SUPPLIES	122.25
IOWA DEPARTMENT OF REVENUE	GARNISHMENT	510.49
IOWA DEPT OF AGRICULTURE & LAND STEWARDSHIP	CONTRACTURAL SERVICE	192.00
IOWA DEPT OF REVENUE	EMPLOYEE TAXES	119,947.00
IOWA DEPT OF TRANSPORTATION	CONSULTANT	56.40
IOWA HAZARDOUS MATERIALS TASK FORCE	DUES/MEMBERSHIP	100.00
IOWA LAW ENFORCEMENT ACADEMY	TRAINING	26,210.00
IOWA WASTE SERVICES LLC	SOLID WASTE DISPOSAL	45,232.10
IP PATHWAYS LLC	HARDWARE/SOFTWARE	655.37
IPERS	RETIREMENT	188,191.27
J & L SERVICES	RENTAL EXPS	5,668.10
JAMES R THOMPSEN	CONTRACTURAL SERVICE	630.00
JCG LAND SERVICES INC	CONTRACTURAL SERVICE	852.50
JEBRO INCORPORATED	CONTRACTURAL SERVICE	60.00
JEFFEREY ALLAN CARRUTHERS	VEHICLE WASH	224.00
JEFF'S WASH & GLO LTD	CONTRACTURAL SERVICE	525.00
JEO CONSULTING GROUP INC	CONSULTANT	11,965.91
J-MEC INC	EQUIPMENT/PARTS	2,076.78
JOHN A & MARY H FILBERT	EASEMENTS	4,170.00
JOHN E LAJBA-SCULPTOR CORPORATION	FIRST RESPONDER ART PROJ/2ND INSTALLMENT	100,000.00
JONES AUTOMOTIVE INCORPORATED	EQUIPMENT/PARTS	143.42
KALEB HAKE	REFUND	14.00
KARL CHEVROLET	VEHICLES	35,846.44
KAY PARK RECREATION	EQUIPMENT/PARTS	8,168.00
KEITH FISHER	REFUND	200.00
KENNETH LOGHRY	MOWING/GROUNDS MAINT	1,310.00
KEYSTONE AUTOMOTIVE INDUSTRIES INC	EQUIPMENT/PARTS	58.00
KIRVIDA FIRE INC	CONTRACTURAL SERVICE	3,705.00
KRIHA FLUID POWER COMPANY	EQUIPMENT/PARTS	444.39
KRIS ENGINEERING INC	SUPPLIES	15,740.88
L G ROLOFF CONSTRUCTION CO	RIVERS EDGE/PAVING/STREETSCAPE	102,120.96
LAMPE'S AIR FILTER SALES & SERV INC	SUPPLIES	339.20
LARSEN SUPPLY COMPANY INC	SUPPLIES	660.60
LAWSON PRODUCTS INCORPORATED	SUPPLIES	993.18
LEANN L HUGHES	TREE WORK	8,837.50
LIFE ASSIST INC	MEDICAL SUPPLIES	2,395.77
LINDEN PLACE APARTMENTS, LLC	COMMUNITY DEVELOPMENT CONTRACT	400,000.00
LKQ MIDWEST AUTO	EQUIPMENT/PARTS	35.00
LOGAN CONTRACTORS SUPPLY INC	SUPPLIES	107.00
LORETTA GOESCHEL	TRAVEL REIMBURSEMENT	10.17
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	EMPLOYEE CONTRIB	4,000.00
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	EMPLOYEE CONTRIB	260.00
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	EMPLOYEE CONTRIB	3,560.00
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	EMPLOYEE CONTRIB	1,000.00
LYMAN RICHEY CORPORATION	CONCRETE	41,224.51
M & M STAFFING INC	CONTRACTURAL SERVICE	1,614.03
MABEL BANDOMER	REFUND	86.96
MANGOLD ENVIRONMENTAL TESTING INC	CONSULTANT	45.00
MARCO TECHNOLOGIES LLC	COPY/PRINTER MAINTANCE	3,912.83
MARK ALLAN GUETTER	REFUND	35.00
MARK ARCHIBALD	TRAVEL REIMBURSEMENT	142.60
MARK WARNEKE	CONTRACTURAL SERVICE	3,485.00
MARLYS LIEN	TRAVEL REIMBURSEMENT	146.70
MATHESON TRI GAS	WELDING SUPPLIES/SERVICE	586.40
MATTHEW PECKHAM	MISC CONCRETE REPAIRS	19,470.00
MCMULLEN FORD INC	EQUIPMENT/PARTS	25,964.00
MCMULLEN FORD INC	VEHICLE	374.97

MECHANICAL SALES PARTS INCORPORATED	SUPPLIES	1,724.90
MENARDS	SUPPLIES	1,597.31
METROPOLITAN AREA PLANNING AGENCY	CONSULTANT	500.00
MFPRSI RETIREMENT	EMPLOYEE CONTRIBUTION	439,072.08
MICHAEL O'BRADOVICH	CONSULTANT	2,400.00
MICHAEL TODD AND COMPANY INC	EQUIPMENT/PARTS	9.92
MICHAEL W MORSE	REIMBURSEMENT	20.00
MICHIGAN STATE DISBURSEMENT UNIT	GARNISHMENT	1,041.38
MID AMERICA CENTER	OPERATING EXPENSE	168,319.08
MID-AMERICA CLEANING SYSTEMS INC	EQUIPMENT/PARTS	828.75
MIDAMERICAN ENERGY	ELECTRICITY	145,837.62
MIDLAND SCIENTIFIC INC	SUPPLIES	131.10
MIDLANDS HUMANE SOCIETY	DEVLPMNT CONTRACT	6,455.10
MIDSTATES BANK, NA	BANK SERVICES	86.93
MIDSTATES BANK, NA	WORKMAN COMPENSATION	91,000.48
MIDWEST FLOOR COVERING, INC	CB LIBRARY FLOOR REPLACEMENT	70,209.90
MIDWEST LABORATORIES INC	CONTRACTURAL SERVICE	4.68
MIDWEST MEDICAL & SAFETY INC	MEDICAL SUPPLIES	49.35
MIDWEST TAPE	DVD/AUDIO/CD	5,435.31
MIDWEST TURF & IRRIGATION	EQUIPMENT/PARTS	3,355.74
MMC MECHANICAL CONTRACTORS, INC.	INSTALL UNIT HEATER	8,632.00
MOBOTREX INC	SUPPLIES	533.00
MONROE TRUCK EQUIPMENT	EQUIPMENT/PARTS	576.02
MONTE WILSON	REFUND	100.00
MUNICIPAL CODE CORPORATION	SUBSCRIPTION	2,619.69
MUNICIPAL EMERGENCY SERVICES INC	EQUIPMENT/PARTS	255.34
MUNICIPAL PIPE TOOL CO LLC	EQUIPMENT/PARTS	865.23
MURPHY TRACTOR & EQUIPMENT CO CORP	SUPPLIES	43.86
MYRON WILDER	FEES	280.00
NATIONAL APPRAISAL GUIDES INC	SUBSCRIPTION	219.00
NATIONWIDE RETIREMENT SOLUTIONS INC	EMPLOYEE CONTRIBUTIONS	91,071.22
NEBRASKA AIR FILTER INC	SUPPLIES	893.04
NEBRASKA CHILD SUPPORT PAYMENT CTR	EMPLOYEE CONTRIB	496.62
NEBRASKA MACHINERY COMPANY	EQUIPMENT/PARTS	1,953.82
NEBRASKA-IOWA SUPPLY CO INC	FUEL	3,981.60
NEW COMMUNITY DEVELOPMENT CORPORATION	DEVELOPMENT CONTRACT	10,619.67
NEW VISIONS HOMELESS SERVICES	MOWING/GROUNDS MAINTENANCE	1,580.00
NEWSBANK INC	LIBRARY DIGITAL HISTORICAL FILES	143,641.00
NODDLE DEVELOPMENT COMPANY	RIVER'S EDGE COOR FEE/CLEANUP/CD	9,078.33
OCLC NETLIBRARY	SUBSCRIPTION	1,147.38
ODEYS INC	EQUIPMENT/PARTS	3,534.95
OLSSON ASSOCIATES	CONSULTANT	625.00
OMAHA COMPOUND COMPANY	SUPPLIES	433.80
OMAHA DOOR & WINDOW CO INC	REPAIRS	2,509.64
OMAHA SLINGS INCORPORATED	SUPPLIES	90.79
OMAHA WORLD HERALD	ADVERTISEMENT	2,223.10
ONE SOURCE THE BACKGROUND CHECK COMPANY	CONSULTANT	104.00
ONENECK IT SOLUTIONS LLC	HARDWARE/SOFTWARE	3,362.78
OUTDOOR POWER GROUP INC	EQUIPMENT/PARTS	73.84
PARAMOUNT GAS PRODUCTS LLC	SAFETY EQUIPMENT	2,465.55
PATRICIA BIRCH	REFUND	50.00
PATRICK TOSCANO	CONTRACTURAL SERVICE	172.50
PATTI BANKS ASSOCIATES	CONSULTANT	230.00
PAYLESS OFFICE PRODUCTS INC	SUPPLIES	1,505.15
PAYPAL INC	CONTRACTURAL SERVICE	19.95
PAYROLL	EMPLOYEE PAYROLL	1,729,548.23
PEER SUPPORT FOUNDATION	TRAINING	150.00
PETROLEUM TRADERS CORPORATION	FUEL	69,305.53
PHYLLIS M ALBRIGHT	LEGAL CLAIM	4,962.50
PITNEY BOWES CORPORATION	POSTAGE & LEASE COST	1,484.82
POTTAWATTAMIE COUNTY AUDITOR	LAW ENFORCEMENT COMPLEX	4,529.67

POTTAWATTAMIE COUNTY RECORDER	FEES	197.00
POTTAWATTAMIE COUNTY SHERIFF	INMATE COST	11,560.00
PROJECT ADVOCATES	CBPD HQ FACILITY SERVICES	19,483.71
PROQUEST	SUBSCRIPTION	1,030.00
PURITAN MANUFACTURING INCORPORATED	SUPPLIES	2,340.00
PYRAMID ROOFING	REPAIRS	24.00
QWEST CORPORATION	TELEPHONE	900.10
RACHEL STOLZ	TRAVEL REIMBURSEMENT	42.78
RASMUSSEN MECHANICAL SERVICE CORP	REPAIRS	7,181.68
RDG GEOSCIENCE & ENGINEERING INC	PROFESSIONAL SERVICES	292.25
READING MIDWEST DISTRIBUTION LLC	EQUIPMENT/PARTS	310.17
RECORDED BOOKS LLC	DVD/AUDIO/CD	101.14
RED RIVER WASTE SOLUTIONS LP	REFUSE COLLECTION	280,750.58
REDFLEX TRAFFIC SYSTEMS	CONTRACTURAL SERVICE	1,476.60
REGENT BOOK COMPANY	SUPPLIES	15.96
RELIANT FIRE APPARATUS INC	EQUIPMENT/PARTS	562.01
REPAR LLC	RENTAL EXPS	1,510.00
RESCUE PHONE, INC.	EQUIPMENT/PARTS	500.00
RESOURCE RENTAL CENTER INC	RENTAL EXPS	1,125.50
REVOLUTION WRAPS LLC	ADVERTISEMENT	9,219.30
RICHARD ROSAS	WELDING SUPPLIES/SERVICE	173.00
RICHARD WADE	TRAVEL REIMBURSEMENT	522.33
RICOH USA INC	EQUIPMENT/PARTS	72.16
RIEKES EQUIPMENT COMPANY	EQUIPMENT/PARTS	1,681.52
RIVERSIDE BUILDING MAINTENANCE INC	JANITORIAL SERVICE	1,071.00
ROSE BROWN	TRAVEL REIMBURSEMENT	25.00
ROSE EQUIPMENT INC	EQUIPMENT/PARTS	276.27
ROTARY CLUB OF COUNCIL BLUFFS	DUES/MEMBERSHIP	325.00
RPL UTILITY LLC	S 28TH ST STORM SEWER RECON	108,797.27
SAFETY KLEEN CORPORATION	CONTRACTURAL SERVICE	384.95
SAMPSON CONSTRUCTION CO INC	CBPD HEADQUARTERS CONSTRUCTION	533,916.00
SANDAU BROS SIGN CO INC	CONTRACTURAL SERVICE	350.00
SANDRY FIRE SUPPLY LLC	SUPPLIES	83.63
SASAKI ASSOCIATES INC	CONSULTANT	5,640.00
SCHILDBERG CONSTRUCTION COMPANY INC	STREET MAINTENANCE SUPLS	348.69
SECURITY EQUIPMENT INCORPORATED	SECURITY EQUIPMENT & SERVICES	29,784.33
SERVICE ONE	REFUND	68.80
SHERWIN WILLIAMS	SUPPLIES	167.38
SHIRLEY NIELSEN	REFUND	68.96
SITEONE LANDSCAPE SUPPLY HOLDING LLC	LANDSCAPING SUPPLIES	1,252.10
SMART WAVE TECHNOLOGIES LLC	HARDWARE/SOFTWARE	10,678.35
SNYDER & ASSOCIATES INC	S 1ST ST NEIGHBORHD REHAB	7,994.85
SOUTHWEST IOWA PLANNING COUNCIL	TRANSIT OPERATIONS	21,509.19
SPRINGSTED INCORPORATED	CONSULTANT	6,240.00
ST LUKE'S HEALTH RESOURCES	CONSULTANT	222.00
ST PETERS CATHOLIC CHURCH	CONSULTANT	200.00
STATE INDUSTRIAL PRODUCTS CORPORATION	SUPPLIES	1,011.42
STEAMATIC OF OMAHA INCORPORATED	CONTRACTURAL SERVICE	2,460.00
STERN OIL INC	SUPPLIES	1,283.56
STUDIO 15 COMMERCIAL INTERIORS INC	CONTRACT LABOR	49,980.00
SUEZ TREATMENT SOLUTIONS INC	EQUIPMENT/PARTS	919.35
TANYA FRENCH	TRAVEL REIMBURSEMENT	10.70
TECH INC	SUPPLIES	187.07
TED'S MOWER SALES & SERVICE INC	EQUIPMENT/PARTS	468.38
TERRACON CONSULTANTS OF NEB INC	PROFESSIONAL SERVICES	1,224.75
THE DES MOINES REGISTER	SUBSCRIPTION	805.00
THE RETROFIT COMPANIES INC	CONTRACTURAL SERVICE	3,438.75
THERESA CANNON DEWITT	REIMBURSEMENT	30.76
THERMAL SERVICES	REPAIRS	699.00
THIELE GEOTECH INC	PROFESSIONAL SERVICES	2,050.00
THOMAS & THOMAS COURT REPORTERS	ATTORNEY FEES	313.99

THOMAS R POTVIN	PRO SHOP SALES	16,757.34
THOMSON REUTERS	SUBSCRIPTION	605.39
THRAMER RICHARD	REIMBURSEMENT	30.00
TITAN MACHINERY INC	EQUIPMENT/PARTS	91.00
TODD GOCHANOUR	EQUIPMENT/PARTS	25.00
TODD VALLEY FARMS INC	SUPPLIES	1,920.00
TOYNE INC	EQUIPMENT/PARTS	1,682.91
TRANS-ALARM INC	CONTRACTURAL SERVICE	315.00
TRANS-IOWA EQUIPMENT INC	EQUIPMENT/PARTS	951.71
TRANSIT AUTHORITY OF THE CITY OF OMAHA	BUS SERVICE	65,765.00
TREASURER STATE OF IOWA/SALES TAX	SALES TAX	18,464.00
TREAT AMERICA FOOD SERVICES	CONTRACTURAL SERVICE	5,860.64
TREVOR D BENSON	TRAVEL REIMBURSEMENT	56.33
TRIGON CORPORATION	SUPPLIES	329.83
TRISHA D ALFERS	TRAVEL REIMBURSEMENT	6.96
TRUGREEN CHEMLAWN	CONTRACTURAL SERVICE	1,189.59
TWO RIVERS INSURANCE COMPANY INC	HEALTH INSURANCE	764,242.11
TYLER TECHNOLOGIES INC	HARDWARE/SOFTWARE SUBSCRIPTION	41,608.00
TYLER TECHNOLOGIES INC	IMPLEMENTATION & CONFIGURATION	6,325.00
U S VENTURE INC	TIRES	2,045.44
UNDERWRITERS LABORATORIES INC	CONTRACTURAL SERVICE	1,669.70
UNITED HEALTHCARE	REFUND	295.72
UNITED PARCEL SERVICE	FREIGHT/POSTAGE	27.84
UNITED SERVICES OF AMERICA	REFUND	167.25
UNIVERSITY OF IOWA	PROFESSIONAL SERVICES	105.00
UNIVERSITY OF NEBRASKA AT OMAHA	TRAINING	595.00
US BANK	CREDIT CARD PAYMENT/OCTOBER	54,219.57
US BANK	BASS PRO LOAN	211,994.61
VALLEY CORPORATION	EMERG REPAIR 29TH AVE PUMP STATION	211,777.18
VAN DIEST SUPPLY CO	SUPPLIES	2,928.00
VERIZON WIRELESS SERVICES LLC	CELL PHONE	6,034.40
VERMEER SALES & SERVICE INC	EQUIPMENT/PARTS	5,922.82
VOICE & DATA SYSTEMS INC	TELEPHONE	852.22
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	EMPLOYEE CONTRIBUTIONS	10,707.00
WALKERS INC	UNIFORMS	752.90
WANITA E PRINTY-ZIKA	CONSULTANT	30.00
WASTE CONNECTIONS OF NEBRASKA INC	SOLID WASTE DISPOSAL	2,449.07
WATER ENGINEERING	CONTRACTURAL SERVICE	254.57
WATEROUS COMPANY	EQUIPMENT/PARTS	250.08
WELLMARK	REFUND	649.25
WENDY K SCHULTZ	TRAVEL REIMBURSEMENT	27.29
WEST BROADWAY CLINIC P C	CONSULTANT	225.00
WESTERN ENGINEERING COMPANY INC	ROAD SUPPLIES	24,144.05
WILLCO INC.	EQUIPMENT/PARTS	4,228.80
WILLIAM E CARPENTER JR	TRAVEL REIMBURSEMENT	123.59
WINDSTREAM CORPORATION	TELEPHONE	2,528.87
WINTER EQUIPMENT COMPANY INC	EQUIPMENT/PARTS	2,048.78
WOODHOUSE AUTO FAMILY	EQUIPMENT/PARTS	933.60
WORKMAN PRECAST CORP	SUPPLIES	7,483.00
WYSS ASSOCIATES, INC	CONTRACTURAL SERVICE	1,709.58
YAMAHA MOTOR CORP USA	GOLF CART LEASE	25,744.06
YANT TESTING SUPPLY & EQUIPMENT CO INC	REPAIRS	1,401.20
ZIMCO SUPPLY COMPANY	GROUND MAINTENANCE SUPPLIES	4,534.00
	TOTAL	<u>9,974,379.68</u>

VENDOR	DESCRIPTION	AMOUNT
PAYROLL	EMPLOYEE PAYROLL	1,729,548.23
TWO RIVERS INSURANCE COMPANY INC	HEALTH INSURANCE	764,242.11
EFTPS	EMPLOYEE PAYROLL TAXES	553,240.56
SAMPSON CONSTRUCTION CO INC	CBPD HEADQUARTERS CONSTRUCTION	533,916.00
HAWKINS CONSTRUCTION COMPANY	W BROADWAY RECONSTRUCTION	505,449.66
MFPRSI RETIREMENT	EMPLOYEE CONTRIBUTION	439,072.00
LINDEN PLACE APARTMENTS, LLC	COMMUNITY DEVELOPMENT CONTRACT	400,000.00
COMPASS UTILITY LLC	E MANAWA SEWER REHAB PH VI	306,909.98
COUNCIL BLUFFS AIRPORT AUTHORITY	AIRPORT AUTH TAX	288,359.33
RED RIVER WASTE SOLUTIONS LP	REFUSE COLLECTION	280,750.58
US BANK	BASS PRO LOAN	211,994.61
VALLEY CORPORATION	EMERG REPAIR 29TH AVE PUMP STATION	211,777.18
COMPASS UTILITY LLC	GIFFORD RD RECON PH2	196,861.66
COMPASS UTILITY LLC	E GRAHAM, GRANDVIEW, PARK ENTR	195,251.85
IPERS	RETIREMENT	188,191.27
CARLEY CONSTRUCTION LLC	S 1ST ST NEIGHBORHOOD REHAB PH 8	177,777.44
MID AMERICA CENTER	OPERATING EXPENSE	168,319.08
MIDAMERICAN ENERGY	ELECTRICITY	145,837.62
NEWSBANK INC	LIBRARY DIGITAL HISTORICAL FILES	143,641.00
IOWA DEPT OF REVENUE	EMPLOYEE TAXES	119,947.00
RPL UTILITY LLC	S 28TH ST STORM SEWER RECON	108,797.27
L G ROLOFF CONSTRUCTION CO	RIVERS EDGE/PAVING/STREETSCAPE	102,120.96
JOHN E LAJBA-SCULPTOR CORPORATION	FIRST RESPONDER ART PROJ/2ND INSTALLMENT	100,000.00
NATIONWIDE RETIREMENT SOLUTIONS INC	EMPLOYEE CONTRIBUTIONS	91,071.22
MIDSTATES BANK, NA	WORKMAN COMPENSATION	91,000.48
HGM ASSOCIATES INC	W BROADWAY RECON/PW18-20	78,251.39
MIDWEST FLOOR COVERING, INC	CB LIBRARY FLOOR REPLACEMENT	70,209.90
PETROLEUM TRADERS CORPORATION	FUEL	69,305.53
TRANSIT AUTHORITY OF THE CITY OF OMAHA	BUS SERVICE	65,765.00
AXON ENTERPRISE INC	CBPD CAPITAL EQUIPMENT	62,144.93
US BANK	CREDIT CARD PAYMENT/OCTOBER	54,219.57
STUDIO 15 COMMERCIAL INTERIORS INC	CONTRACT LABOR	49,980.00
HGM ASSOCIATES INC	W BROADWAY RECON PH I	48,924.97
IOWA WASTE SERVICES LLC	SOLID WASTE DISPOSAL	45,232.10
TYLER TECHNOLOGIES INC	HARDWARE/SOFTWARE SUBSCRIPTION	41,608.00
LYMAN RICHEY CORPORATION	CONCRETE	41,224.51
GEORGE BUTLER ASSOC INC	WPCP MANHOLE #1 REHAB	36,804.62
KARL CHEVROLET	VEHICLES	35,846.44
SECURITY EQUIPMENT INCORPORATED	SECURITY EQUIPMENT & SERVICES	29,784.33
EHRHART GRIFFIN & ASSOCIATES INC	PROFESSIONAL SERVICES - SEWER	28,261.50
HOEFER WYSOCKI ARCHITECTS, LLC	CBPD NEW FACILITY PROF SERVICES	27,646.08
IOWA LAW ENFORCEMENT ACADEMY	TRAINING	26,210.00
MCMULLEN FORD INC	EQUIPMENT/PARTS	25,964.00
HGM ASSOCIATES INC	GIFFORD RD RECON PH2	25,916.07
YAMAHA MOTOR CORP USA	GOLF CART LEASE	25,744.06
ADVANCE SOUTHWEST IOWA	CONTRACTURAL SERVICE/OCT-DEC ECON DEV	25,000.00
WESTERN ENGINEERING COMPANY INC	ROAD SUPPLIES	24,144.05
AOI CORPORATION	RIVER'S EDGE PAV COMMUNITY RM FURNITURE	23,140.00
HDR ENGINEERING INC	PROFESSIONAL SERVICES	21,796.35
ECHO ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	21,667.35
COUNCIL BLUFFS WATER WORKS	WATER	21,608.01
SOUTHWEST IOWA PLANNING COUNCIL	TRANSIT OPERATIONS	21,509.19
HGM ASSOCIATES INC	CONSULTING FOR STATION REMODEL	20,000.00
PROJECT ADVOCATES	CBPD HQ FACILITY SERVICES	19,483.71
MATTHEW PECKHAM	MISC CONCRETE REPAIRS	19,470.00
HISTORICAL GENERAL DODGE HOUSE FOUNDATION INC	QUARTERLY CONTRACT PAYMENT	18,750.00
TREASURER STATE OF IOWA/SALES TAX	SALES TAX	18,464.00
ADPI EMS BILLING INC	AMBULANCE BILLING FEES	17,746.38
COX COMMUNICATIONS	PHONE/INTERNET SERVICE	16,935.94

THOMAS R POTVIN	PRO SHOP SALES	16,757.34
KRIS ENGINEERING INC	SUPPLIES	15,740.88
CITY OF OMAHA	CONTRACTURAL SERVICE	15,379.33
EBS - FLEX ACOCUNT	EMPLOYEE CONTRIBUTION	14,886.50
HGM ASSOCIATES INC	29TH AVE PUMP STATION REPAIR	13,398.66
HGM ASSOCIATES INC	E BELTWAY RDWY CONNECTORS	12,867.61
JEO CONSULTING GROUP INC	CONSULTANT	11,965.91
BLUFFS ELECTRIC INC	ELECTRICAL REPAIR	11,736.47
POTTAWATTAMIE COUNTY SHERIFF	INMATE COST	11,560.00
HOLIDYNAMICS INC	DEPOSIT BAYLISS HOLIDAY LIGHTING PKG	11,347.50
HGM ASSOCIATES INC	RIVERS EDGE PARK PH II	10,889.71
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	EMPLOYEE CONTRIBUTIONS	10,707.00
GREGORY A PETERSON CONSULTING INC	RIVERS EDGE CONSULTANT	10,700.00
SMART WAVE TECHNOLOGIES LLC	HARDWARE/SOFTWARE	10,678.35
NEW COMMUNITY DEVELOPMENT CORPORATION	DEVELOPMENT CONTRACT	10,619.67
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTION	9,965.52
ADVANCE SERVICES, INC	CONTRACT LABOR	9,575.78
REVOLUTION WRAPS LLC	ADVERTISEMENT	9,219.30
NODDLE DEVELOPMENT COMPANY	RIVER'S EDGE COOR FEE/CLEANUP/CD	9,078.33
LEANN L HUGHES	TREE WORK	8,837.50
MMC MECHANICAL CONTRACTORS, INC.	INSTALL UNIT HEATER	8,632.00
KAY PARK RECREATION	EQUIPMENT/PARTS	8,168.00
EMUNAH LLC	JANITORIAL SERVICE	8,156.50
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	CONTRACTURAL SERVICE	8,076.92
HEARTLAND TIRES & TREADS INC	TIRE REPLACEMENT/REPAIR	8,058.00
BARKER LEMAR AND ASSOCIATES INC	ENGINEERING	8,022.50
SNYDER & ASSOCIATES INC	S 1ST ST NEIGHBORHD REHAB	7,994.85
FIREFIIGHTERS UNION #15	EMPLOYEE CONTRIBUTION	7,900.00
WORKMAN PRECAST CORP	SUPPLIES	7,483.00
B G PETERSON COMPANY	SUPPLIES	7,325.00
CENTURY HOMES CO	SUPPLIES	7,304.00
COLLECTION SERVICES CENTER	GARNISHMENT	7,281.32
RASMUSSEN MECHANICAL SERVICE CORP	REPAIRS	7,181.68
HGM ASSOCIATES INC	CBIS SEG 4 SEWER RELOCATIONS	7,176.33
CRAIG KEYSOR	CONTRACTURAL SERVICE	6,760.00
CREDIT CARD CHARGES	FEES	6,701.24
MIDLANDS HUMANE SOCIETY	DEVLPMNT CONTRACT	6,455.10
CLERK OF DISTRICT COURT	COURT COSTS	6,331.00
TYLER TECHNOLOGIES INC	IMPLEMENTATION & CONFIGURATION	6,325.00
SPRINGSTED INCORPORATED	CONSULTANT	6,240.00
VERIZON WIRELESS SERVICES LLC	CELL PHONE	6,034.40
VERMEER SALES & SERVICE INC	EQUIPMENT/PARTS	5,922.82
ERRIN KEITH GUNDERSON	MOWING SERVICE	5,908.14
BLACK HILLS UTILITY HOLDINGS INC	NATURAL GAS	5,876.26
TREAT AMERICA FOOD SERVICES	CONTRACTURAL SERVICE	5,860.64
COMPUTER CABLE CONNECTION	HARDWARE/SOFTWARE	5,833.20
CORNHUSKER TRUCKS ACCT #10747	EQUIPMENT/PARTS	5,691.62
J & L SERVICES	RENTAL EXPS	5,668.10
SASAKI ASSOCIATES INC	CONSULTANT	5,640.00
MIDWEST TAPE	DVD/AUDIO/CD	5,435.31
FELSBURG HOLT & ULLEVIG INC	TRAFFIC STUDY	5,275.15
PHYLLIS M ALBRIGHT	LEGAL CLAIM	4,962.50
BH MEDIA GROUP HOLDING INC	ADVERTISEMENT	4,555.14
ZIMCO SUPPLY COMPANY	GROUND MAINTENANCE SUPPLIES	4,534.00
POTTAWATTAMIE COUNTY AUDITOR	LAW ENFORCEMENT COMPLEX	4,529.67
HGM ASSOCIATES INC	ICAAP TRAF ADAPTIVE SIGNAL CONTROL	4,451.00
WILLCO INC.	EQUIPMENT/PARTS	4,228.80
JOHN A & MARY H FILBERT	EASEMENTS	4,170.00
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	EMPLOYEE CONTRIB	4,000.00
BRADLEY TREDE	MOWING/GROUNDS MAINT	3,997.50
NEBRASKA-IOWA SUPPLY CO INC	FUEL	3,981.60
MARCO TECHNOLOGIES LLC	COPY/PRINTER MAINTANCE	3,912.83

FLEET US LLC	SUPPLIES	3,888.00
C & A INDUSTRIES INC	CONTRACT LABOR	3,882.00
BAKER & TAYLOR INC	BOOKS/PERIODICALS/SUB	3,806.31
GARAGE DOOR SERVICES	CONTRACTURAL SERVICE	3,797.00
KIRVIDA FIRE INC	CONTRACTURAL SERVICE	3,705.00
ASPHALT AND CONCRETE MATERIALS CO	STREET MAINTENANCE SUPPLIES	3,702.79
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	EMPLOYEE CONTRIB	3,560.00
ODEYS INC	EQUIPMENT/PARTS	3,534.95
CHAMPLIN TIRE RECYCLING INC	TIRE DISPOSAL	3,510.50
MARK WARNEKE	CONTRACTURAL SERVICE	3,485.00
THE RETROFIT COMPANIES INC	CONTRACTURAL SERVICE	3,438.75
ONENECK IT SOLUTIONS LLC	HARDWARE/SOFTWARE	3,362.78
MIDWEST TURF & IRRIGATION	EQUIPMENT/PARTS	3,355.74
CA ENTERPRISES INC	CONTRACTURAL SERVICE	3,306.00
GLOBAL TRAFFIC TECHNOLOGIES LLC	SUPPLIES	3,125.00
ALLEY POYNER MACCHIETTO ARCHITECTURE INC	REPAIRS	3,122.07
FRATERNAL ORDER OF POLICE	EMPLOYEE CONTRIBUTION	3,010.00
ARNOLD MOTOR SUPPLY LLP	EQUIPMENT/PARTS	2,988.76
VAN DIEST SUPPLY CO	SUPPLIES	2,928.00
CABB INC	JANITORIAL SERVICE	2,924.00
HARLEY DAVIDSON OF OMAHA	FLEET REPAIRS	2,888.65
MUNICIPAL CODE CORPORATION	SUBSCRIPTION	2,619.69
WINDSTREAM CORPORATION	TELEPHONE	2,528.87
CONSOLIDATED ELECTRICAL DISTR, INC	SUPPLIES	2,510.99
OMAHA DOOR & WINDOW CO INC	REPAIRS	2,509.64
PARAMOUNT GAS PRODUCTS LLC	SAFETY EQUIPMENT	2,465.55
STEAMATIC OF OMAHA INCORPORATED	CONTRACTURAL SERVICE	2,460.00
3M COMPANY	SUPPLIES	2,457.86
WASTE CONNECTIONS OF NEBRASKA INC	SOLID WASTE DISPOSAL	2,449.07
HGM ASSOCIATES INC	CONSULTING TO REPAIR PARKING LOT	2,401.60
MICHAEL O'BRADOVICH	CONSULTANT	2,400.00
LIFE ASSIST INC	MEDICAL SUPPLIES	2,395.77
PURITAN MANUFACTURING INCORPORATED	SUPPLIES	2,340.00
HEARING ACCESS SOLUTIONS LLC	CONSULTANT	2,300.00
AFSCME IOWA COUNCIL 61	DUES EMPLOYEE	2,295.72
OMAHA WORLD HERALD	ADVERTISEMENT	2,223.10
ACCENT PACKAGING INC	SUPPLIES	2,177.56
J-MEC INC	EQUIPMENT/PARTS	2,076.78
ALEGENT HEALTH	MEDICAL SUPPLIES	2,052.00
THIELE GEOTECH INC	PROFESSIONAL SERVICES	2,050.00
WINTER EQUIPMENT COMPANY INC	EQUIPMENT/PARTS	2,048.78
U S VENTURE INC	TIRES	2,045.44
AMERICAN CRANE & RIGGING LLC	CONTRACTURAL SERVICE	1,975.00
NEBRASKA MACHINERY COMPANY	EQUIPMENT/PARTS	1,953.82
TODD VALLEY FARMS INC	SUPPLIES	1,920.00
HGM ASSOCIATES INC	DODGE RIVERSIDE GOLF COURSE	1,847.51
MECHANICAL SALES PARTS INCORPORATED	SUPPLIES	1,724.90
WYSS ASSOCIATES, INC	CONTRACTURAL SERVICE	1,709.58
G I MOW LLC	MOWING/GROUNDS MAINT	1,688.57
TOYNE INC	EQUIPMENT/PARTS	1,682.91
RIEKES EQUIPMENT COMPANY	EQUIPMENT/PARTS	1,681.52
UNDERWRITERS LABORATORIES INC	CONTRACTURAL SERVICE	1,669.70
M & M STAFFING INC	CONTRACTURAL SERVICE	1,614.03
MENARDS	SUPPLIES	1,597.31
C J FUTURES INC	MOWING/GROUNDS MAINT	1,580.00
NEW VISIONS HOMELESS SERVICES	MOWING/GROUNDS MAINTENANCE	1,580.00
REPAR LLC	RENTAL EXPS	1,510.00
PAYLESS OFFICE PRODUCTS INC	SUPPLIES	1,505.15
GENUINE PARTS COMPANY-NAPA	EQUIPMENT/PARTS	1,497.74
PITNEY BOWES CORPORATION	POSTAGE & LEASE COST	1,484.82
REDFLEX TRAFFIC SYSTEMS	CONTRACTURAL SERVICE	1,476.60
GALLS INCORPORATED	EQUIPMENT/PARTS	1,473.04

ELLIOTT AUTO SUPPLY COMPANY INC	SUPPLIES	1,425.88
YANT TESTING SUPPLY & EQUIPMENT CO INC	REPAIRS	1,401.20
DAVID W WOODY	SUPPLIES	1,324.13
KENNETH LOGHRY	MOWING/GROUNDS MAINT	1,310.00
STERN OIL INC	SUPPLIES	1,283.56
CUSTOM AUTO REBUILDERS	VEHICLE REPAIR	1,279.55
SITEONE LANDSCAPE SUPPLY HOLDING LLC	LANDSCAPING SUPPLIES	1,252.10
TERRACON CONSULTANTS OF NEB INC	PROFESSIONAL SERVICES	1,224.75
TRUGREEN CHEMLAWN	CONTRACTURAL SERVICE	1,189.59
FERGUSON ENTERPRISES INC #226	EQUIPMENT/PARTS	1,150.72
OCLC NETLIBRARY	SUBSCRIPTION	1,147.38
CONRECO INC	SUPPLIES	1,141.00
RESOURCE RENTAL CENTER INC	RENTAL EXPS	1,125.50
A & A LAWN AND LANDSCAPING LLC	MOWING/GROUNDS MAINT	1,110.00
FOX HOLDINGS INC	REPAIRS	1,094.00
DATA POWER TECHNOLOGY LLC	REPAIRS	1,077.00
RIVERSIDE BUILDING MAINTENANCE INC	JANITORIAL SERVICE	1,071.00
CWA-DUES	DUES EMPLOYEE	1,063.99
MICHIGAN STATE DISBURSEMENT UNIT	GARNISHMENT	1,041.38
PROQUEST	SUBSCRIPTION	1,030.00
ABM ONSITE SERVICES-MIDWEST INC	JANITORIAL SERVICE	1,018.75
STATE INDUSTRIAL PRODUCTS CORPORATION	SUPPLIES	1,011.42
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	EMPLOYEE CONTRIB	1,000.00
LAWSON PRODUCTS INCORPORATED	SUPPLIES	993.18
BRIAN JANS	MOWING/GROUNDS MAINT	968.50
TRANS-IOWA EQUIPMENT INC	EQUIPMENT/PARTS	951.71
ENTENMANN-ROVIN COMPANY	SUPPLIES	941.50
WOODHOUSE AUTO FAMILY	EQUIPMENT/PARTS	933.60
INSIGHT PUBLIC SECTOR INC	HARDWARE/SOFTWARE	920.00
SUEZ TREATMENT SOLUTIONS INC	EQUIPMENT/PARTS	919.35
QWEST CORPORATION	TELEPHONE	900.10
ABSTRACT PAINTING & DECORATING INC	CONTRACTURAL SERVICE	900.00
NEBRASKA AIR FILTER INC	SUPPLIES	893.04
DAVIS EQUIPMENT CORPORATION	EQUIPMENT/PARTS	892.21
CLERK OF DISTRICT COURT	GARNISHMENT	889.25
GREAT PLAINS UNIFORMS	UNIFORMS	866.90
MUNICIPAL PIPE TOOL CO LLC	EQUIPMENT/PARTS	865.23
JCG LAND SERVICES INC	CONTRACTURAL SERVICE	852.50
VOICE & DATA SYSTEMS INC	TELEPHONE	852.22
EMSPACE INC	CONSULTANT	838.50
BOO, INC.	EQUIPMENT/PARTS	837.55
COUNCIL BLUFFS WINSUPPLY	SUPPLIES	835.89
MID-AMERICA CLEANING SYSTEMS INC	EQUIPMENT/PARTS	828.75
THE DES MOINES REGISTER	SUBSCRIPTION	805.00
ED M FELD EQUIPMENT COMPANY INC	EQUIPMENT/PARTS	796.78
DONIS CORPORATION	PRINTING/BINDING	788.00
CORNERSTONE PRINTING & IMAGING	PRINTING/BINDING	756.45
WALKERS INC	UNIFORMS	752.90
CANON SOLUTIONS AMERICA INC	COPY/PRINTER MAINTANCE	748.40
THERMAL SERVICES	REPAIRS	699.00
HY VEE FOOD STORE #1101 INC	SUPPLIES	695.90
ENTERPRISE RENT A CAR MIDWEST	RENTAL EXPS	689.74
DANKO EMERGENCY EQUIPMENT CO	SUPPLIES	673.25
LARSEN SUPPLY COMPANY INC	SUPPLIES	660.60
IP PATHWAYS LLC	HARDWARE/SOFTWARE	655.37
WELLMARK	REFUND	649.25
JAMES R THOMPSEN	CONTRACTURAL SERVICE	630.00
CONTROL SERVICES INC	REPAIRS	628.25
OLSSON ASSOCIATES	CONSULTANT	625.00
THOMSON REUTERS	SUBSCRIPTION	605.39
CUMMINS CENTRAL POWER, LLC	EQUIPMENT/PARTS	604.65
C & J INDUSTRIAL SUPPLY	JANITORIAL SERVICE	601.85

UNIVERSITY OF NEBRASKA AT OMAHA	TRAINING	595.00
MATHESON TRI GAS	WELDING SUPPLIES/SERVICE	586.40
HAWKEYE TRUCK EQUIPMENT	EQUIPMENT/PARTS	581.16
MONROE TRUCK EQUIPMENT	EQUIPMENT/PARTS	576.02
ECOSOLUTIONS LLC	SUPPLIES	562.50
RELIANT FIRE APPARATUS INC	EQUIPMENT/PARTS	562.01
BLUFFS TAXI & COURIER	PROFESSIONAL SERVICES	561.00
HEARTLAND CO-OP	FUEL	559.00
DEMCO INC	SUPPLIES	547.30
GOVDEALS INC	ONLINE PAYMENT FEES	536.32
MOBOTREX INC	SUPPLIES	533.00
CENGAGE LEARNING INC	BOOKS/PERIODICALS/SUB	528.65
JEFF'S WASH & GLO LTD	CONTRACTURAL SERVICE	525.00
RICHARD WADE	TRAVEL REIMBURSEMENT	522.33
CHILD SUPPORT SERVICES DIVISION	GARNISHMENT	514.32
IOWA DEPARTMENT OF REVENUE	GARNISHMENT	510.49
METROPOLITAN AREA PLANNING AGENCY	CONSULTANT	500.00
RESCUE PHONE, INC.	EQUIPMENT/PARTS	500.00
DXP ENTERPRISES INC	EQUIPMENT/PARTS	498.60
COX SUBSCRIPTIONS	SUBSCRIPTION	498.50
NEBRASKA CHILD SUPPORT PAYMENT CTR	EMPLOYEE CONTRIB	496.62
CRISIS SYSTEMS MANAGEMENT LLC	TRAINING	495.00
TED'S MOWER SALES & SERVICE INC	EQUIPMENT/PARTS	468.38
DONN DIERKS	TRAVEL REIMBURSEMENT	465.46
FIRST WIRELESS INC	EQUIPMENT/PARTS	465.00
ARROW TOWING	TOWING/STORAGE/AUCTION	450.00
CLEAR TITLE & ABSTRACT LLC	PROFESSIONAL SERVICES	450.00
KRIHA FLUID POWER COMPANY	EQUIPMENT/PARTS	444.39
OMAHA COMPOUND COMPANY	SUPPLIES	433.80
BOUND TO STAY BOUND BOOKS INC	BOOKS/PERIODICALS/SUB	412.76
DOING BETTER INSPECTIONS INC	CONTRACTURAL SERVICE	386.00
SAFETY KLEEN CORPORATION	CONTRACTURAL SERVICE	384.95
MCMULLEN FORD INC	VEHICLE	374.97
DUNCAN PARKING TECHNOLOGIES INC	EQUIPMENT/PARTS	373.88
DAIKIN APPLIED AMERICAS INC	REPAIRS	369.79
SANDAU BROS SIGN CO INC	CONTRACTURAL SERVICE	350.00
SCHILDBERG CONSTRUCTION COMPANY INC	STREET MAINTENANCE SUPLS	348.69
EDWARDS CHEVROLET-CADILLAC INC	EQUIPMENT/PARTS	347.04
HACH COMPANY	EQUIPMENT/PARTS	341.94
LAMPE'S AIR FILTER SALES & SERV INC	SUPPLIES	339.20
TRIGON CORPORATION	SUPPLIES	329.83
ROTARY CLUB OF COUNCIL BLUFFS	DUES/MEMBERSHIP	325.00
TRANS-ALARM INC	CONTRACTURAL SERVICE	315.00
THOMAS & THOMAS COURT REPORTERS	ATTORNEY FEES	313.99
HD SUPPLY FAC MAINTENANCE LTD	SUPPLIES	312.15
READING MIDWEST DISTRIBUTION LLC	EQUIPMENT/PARTS	310.17
BUCKS INC	VEHICLE WASH	309.00
CAROLINA SOFTWARE INC	HARDWARE/SOFTWARE	300.00
DEX MEDIA EAST LLC	ADVERTISEMENT	299.64
HGM ASSOCIATES INC	HUMANE SOCIETY BLDG CERT	299.33
UNITED HEALTHCARE	REFUND	295.72
RDG GEOSCIENCE & ENGINEERING INC	PROFESSIONAL SERVICES	292.25
MYRON WILDER	FEES	280.00
ROSE EQUIPMENT INC	EQUIPMENT/PARTS	276.27
ENDRESS + HAUSER	SUPPLIES	275.41
CARISSA PHILLIPS	REFUND	271.00
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	EMPLOYEE CONTRIB	260.00
MUNICIPAL EMERGENCY SERVICES INC	EQUIPMENT/PARTS	255.34
WATER ENGINEERING	CONTRACTURAL SERVICE	254.57
WATEROUS COMPANY	EQUIPMENT/PARTS	250.08
HOLT WOODWORKING INC	REPAIRS	240.00
INTERNATIONAL CODE COUNCIL	SUPPLIES	240.00

GEOFFREY HUBBARD	TRAVEL REIMBURSEMENT	235.40
AMERIPRIDE SERVICES INC	UNIFORMS	235.36
PATTI BANKS ASSOCIATES	CONSULTANT	230.00
ELECTRONIC TECHNOLOGY INC	EQUIPMENT/PARTS	228.88
FASTENAL COMPANY	SUPPLIES	227.92
AQUA-CHEM INCORPORATED	SUPPLIES	225.00
WEST BROADWAY CLINIC P C	CONSULTANT	225.00
JEFFEREY ALLAN CARRUTHERS	VEHICLE WASH	224.00
ST LUKE'S HEALTH RESOURCES	CONSULTANT	222.00
AGRIVISION EQUIPMENT GROUP	EQUIPMENT/PARTS	220.80
NATIONAL APPRAISAL GUIDES INC	SUBSCRIPTION	219.00
AHLERS & COONEY PC	ATTORNEY FEES	217.50
KEITH FISHER	REFUND	200.00
ST PETERS CATHOLIC CHURCH	CONSULTANT	200.00
GIBBS RENTAL	RENTAL EXPENSE	198.76
POTTAWATTAMIE COUNTY RECORDER	FEES	197.00
IOWA DEPT OF AGRICULTURE & LAND STEWARDSHIP	CONTRACTURAL SERVICE	192.00
A + UNITED RADIATOR REPAIR	REPAIRS	190.00
ABLE LOCKSMITHS	CONTRACTURAL SERVICE	190.00
TECH INC	SUPPLIES	187.07
RICHARD ROSAS	WELDING SUPPLIES/SERVICE	173.00
PATRICK TOSCANO	CONTRACTURAL SERVICE	172.50
SHERWIN WILLIAMS	SUPPLIES	167.38
UNITED SERVICES OF AMERICA	REFUND	167.25
FEURING PROMOTIONS INC	UNIFORMS	164.00
PEER SUPPORT FOUNDATION	TRAINING	150.00
MARLYS LIEN	TRAVEL REIMBURSEMENT	146.70
JONES AUTOMOTIVE INCORPORATED	EQUIPMENT/PARTS	143.42
MARK ARCHIBALD	TRAVEL REIMBURSEMENT	142.60
DIAMOND OIL COMPANY	EQUIPMENT/PARTS	140.90
BRYAN PREGON	FEES	140.00
CFI TIRE SERVICE	TIRE REPLACEMENT/REPAIR	138.50
AG SOLUTIONS GROUP LLC	EQUIPMENT/PARTS	136.80
FEDEX	FREIGHT/POSTAGE	135.70
DONALD R WILSON	REIMBURSEMENT	132.00
MIDLAND SCIENTIFIC INC	SUPPLIES	131.10
AFFILIATED CREDIT SERVICES	COLLECTION FEE	126.12
WILLIAM E CARPENTER JR	TRAVEL REIMBURSEMENT	123.59
INTERSTATE ALL BATTERY CENTER	SUPPLIES	122.25
FIRE ENGINEERING	SUBSCRIPTION	120.00
IMSA	DUES/MEMBERSHIP	120.00
ASP ENTERPRISES INC	EQUIPMENT/PARTS	114.00
AMERIHEALTH CARITAS IOWA, INC.	REFUND	112.27
DICK DEAN SERVICE STORE	REPAIRS	111.95
DUO SAFETY LADDER CORPORATION	SUPPLIES	110.71
CARRIER CORPORATION	CONTRACTURAL SERVICE	110.00
GENIE PEST CONTROL	PEST CONTROL	110.00
LOGAN CONTRACTORS SUPPLY INC	SUPPLIES	107.00
DOUGLAS COUNTY SHERIFF	TRAINING	105.00
UNIVERSITY OF IOWA	PROFESSIONAL SERVICES	105.00
ONE SOURCE THE BACKGROUND CHECK COMPANY	CONSULTANT	104.00
RECORDED BOOKS LLC	DVD/AUDIO/CD	101.14
IOWA HAZARDOUS MATERIALS TASK FORCE	DUES/MEMBERSHIP	100.00
MONTE WILSON	REFUND	100.00
TITAN MACHINERY INC	EQUIPMENT/PARTS	91.00
GREGORY R SCHULTZ	TRAVEL REIMBURSEMENT	90.94
OMAHA SLINGS INCORPORATED	SUPPLIES	90.79
AMERICAN NATIONAL BANK	BANK SERVICES	87.98
DRIVER PLUMBING	REPAIRS	87.00
MABEL BANDOMER	REFUND	86.96
MIDSTATES BANK, NA	BANK SERVICES	86.93
SANDRY FIRE SUPPLY LLC	SUPPLIES	83.63

ELBA E CERA	PROFESSIONAL SERVICES	82.50
CIOX HEALTH LLC	MEDICAL SUPPLIES	74.13
OUTDOOR POWER GROUP INC	EQUIPMENT/PARTS	73.84
BILL'S WATER CONDITIONING	SUPPLIES	73.80
RICOH USA INC	EQUIPMENT/PARTS	72.16
AMANDA MARIE JONES	PROFESSIONAL SERVICES	70.00
SHIRLEY NIELSEN	REFUND	68.96
SERVICE ONE	REFUND	68.80
CENTER POINT LARGE PRINT	SUPPLIES	64.60
JEBRO INCORPORATED	CONTRACTURAL SERVICE	60.00
KEYSTONE AUTOMOTIVE INDUSTRIES INC	EQUIPMENT/PARTS	58.00
ASHLEY KRUSE	REIMBURSEMENT	56.71
IOWA DEPT OF TRANSPORTATION	CONSULTANT	56.40
TREVOR D BENSON	TRAVEL REIMBURSEMENT	56.33
EXCEL PHYSICAL THERAPY INC	PROFESSIONAL SERVICES	50.00
PATRICIA BIRCH	REFUND	50.00
MIDWEST MEDICAL & SAFETY INC	MEDICAL SUPPLIES	49.35
MANGOLD ENVIRONMENTAL TESTING INC	CONSULTANT	45.00
MURPHY TRACTOR & EQUIPMENT CO CORP	SUPPLIES	43.86
DULTMEIER SALES	SUPPLIES	43.68
CHRISTINE D ANDERSON	TRAVEL REIMBURSEMENT	43.34
RACHEL STOLZ	TRAVEL REIMBURSEMENT	42.78
ANNA HARTMANN	TRAVEL REIMBURSEMENT	42.54
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	40.74
LKQ MIDWEST AUTO	EQUIPMENT/PARTS	35.00
MARK ALLAN GUETTER	REFUND	35.00
GREGORY W REEDER	TRAVEL REIMBURSEMENT	32.00
THERESA CANNON DEWITT	REIMBURSEMENT	30.76
CHRISTOPHER J RUHAAK	CONTRACTURAL SERVICE	30.25
THRAMER RICHARD	REIMBURSEMENT	30.00
WANITA E PRINTY-ZIKA	CONSULTANT	30.00
UNITED PARCEL SERVICE	FREIGHT/POSTAGE	27.84
WENDY K SCHULTZ	TRAVEL REIMBURSEMENT	27.29
DOUGLAS COUNTY TREASURER	FEES	25.21
CHRISTOPHER MEEKS	REIMBURSEMENT	25.00
ROSE BROWN	TRAVEL REIMBURSEMENT	25.00
TODD GOCHANOUR	EQUIPMENT/PARTS	25.00
PYRAMID ROOFING	REPAIRS	24.00
MICHAEL W MORSE	REIMBURSEMENT	20.00
PAYPAL INC	CONTRACTURAL SERVICE	19.95
REGENT BOOK COMPANY	SUPPLIES	15.96
KALEB HAKE	REFUND	14.00
AMERICAN MESSAGING SERVICES LLC	TELEPHONE	13.24
TANYA FRENCH	TRAVEL REIMBURSEMENT	10.70
LORETTA GOESCHEL	TRAVEL REIMBURSEMENT	10.17
MICHAEL TODD AND COMPANY INC	EQUIPMENT/PARTS	9.92
TRISHA D ALFERS	TRAVEL REIMBURSEMENT	6.96
MIDWEST LABORATORIES INC	CONTRACTURAL SERVICE	4.68
	TOTAL	<u>9,974,379.68</u>

Council Communication

Department: City Clerk
Case/Project No.:
Submitted by:

Receive & File Items

Council Action: 11/27/2017

Description
Claim, Right of Redemption, Offers to Buy & IDOT Letters

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Claim	Other	11/22/2017
Right of Redeption	Other	11/22/2017
Offers tp Buys	Other	11/22/2017
IDOT Letters	Other	11/22/2017

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

CITY CLAIM NO. 17-PW-1854

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Michael Reel DAY PHONE: _____
ADDRESS: 1930 S. 6th St., CB DOB: _____
DATE & TIME OF LOSS/ACCIDENT: 10-31-17 1:00 pm
LOCATION OF LOSS/ACCIDENT: Westside of Courthouse, curb in loading area
DESCRIPTION OF LOSS/ACCIDENT: See letter attached hereto

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ _____
WITNESS(ES) (Name(s), Address(es), Phone No(s)) _____

WAS POLICE REPORT FILED YES NO
IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY: _____

HAVE YOU RESUMED NORMAL ACTIVITIES? YES NO
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION: _____

LIST INSURANCE PROVIDER AND COVERAGE: _____

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)

DATE _____ CLAIMANT'S SIGNATURE See letter dated 11/13

CLERK RCUD
21 NOV 17

PM1:44

NOV 31

Mike Reel
1930 South 6th Street
402-350-9144 cell

11-13-17

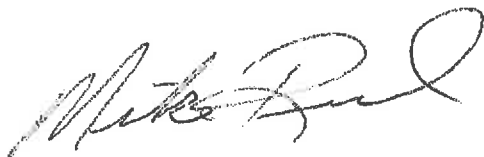
Matt Wilber
Pottawattamie County Attorney
227 S 6th St,
Council Bluffs, IA 51501

Dear Matt Wilber,

I'm writing you regarding a fall I had on 10-31-17 at the Court House around 1 o'clock area. This happen on the west side of the court house on south 6th street on a yellow painted curb that had eroded concrete on the street side where you step down. This is a loading and unloading area and I'm surprised this hasn't happened before. I'm sure there is a camera that captured this incident. I had contacted the court house facilities maintenance, Jason, around 11:00 am the next day about what had happened, and I thought I had a slight sprain and that he should do something to fix it as an older person could get badly hurt.

The street was repaired I believe on Friday the November 3rd. I have had ankle issues since then on Friday November 10th I went in to get an x-ray of my ankle and found out it was not fractured, but a really bad sprain. The Doctor said it could take a month sometimes to heal something like this. I didn't think anything of this until it wasn't going away. I ice it routinely and wrap it every day. I have physical therapy to do at home to help in the recovery. At the end of the day this has been an inconvenience to say the least for me. I will have some doctor bills and the pain I have went through with this is tough as I do OSHA and EPA audits for a living and I'm on my feet most of the day and can't take time off for this.

I have attached pictures of my ankle the day it happened and today.



November 13th, 2017

DATE

I acknowledge receiving a Notice of Expiration of Right of Redemption from Tax Sale for the property assessed to Randy Henggeler and located at 1215 5th Avenue, Council Bluffs, Iowa 51501 and legally described as:

Lot 5 in Block 5 in McMahon, Cooper and Jefferis Addition to the City of Council Bluffs, Pottawattamie County, Iowa,

which Notice is dated November 10, 2017 and signed by Larry West as the President of Law 127 LLC, the party giving the Notice of Expiration of Right of Redemption from Tax Sale.

Jodi Clark

COUNCIL BLUFFS CITY CLERK

Subscribed in my presence and sworn to before me this 13th day of November, 2017.

Allison Head

Notary Public



9:58 AM
11/13/2017
AMS:27

APPLICATION TO PURCHASE CITY PROPERTY

CLERK ROWD
13 NOV 17
PM 3:21

Submit To: Jodi Quakenbush, City Clerk
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, generally described as follows: 10 additional feet to the south of 536 Harrison for the length of the lot, with permanent city easement

Buyers are applying to purchase this property for the following purpose(s):
To provide more room to build home

Buyers offer a total sum of \$ 500 for land, plus cost of city arranged survey to adjust lot line. Will provide \$500 earnest deposit on acceptance of application
In consideration of the information above, Buyers hereby certify and agree to the following:

- (a) City personnel shall review all applications submitted and make any recommendations deemed appropriate with respects to acceptance, rejection or modification (if any), however, approval of this application shall be in the sole discretion of the Council Bluffs City Council.
- (b) Title shall be taken subject to applicable zoning restrictions, and Buyer understands and attests that their proposed use would conform with all permitted uses in that zoning classification. Any proposed use deemed to be non-conforming shall result in forfeiture of this application.
- (c) Title shall be taken subject to all applicable easements, covenants, servient estates and any other appurtenant restrictions to the land.
- (d) Buyers are not subject to any liens, delinquent taxes, unpaid property violations or other outstanding costs and/or fines associated with property ownership and maintenance.
- (e) Buyers shall finance the purchase of the property by any one of the following means (please circle):
 - a. Cash
 - b. Certified Check
 - c. Third Party Mortgage
 - d. City Financing with Mortgage/Promissory Note if needed
- (f) All subsequent taxes shall be paid by Buyers.
- (g) All subsequent special assessments shall be paid by Buyers.
- (h) Buyers shall pay a one-time fee of \$50 dollars for filing and costs in the event they are awarded title.
- (i) Buyers are purchasing the property AS IS, and may obtain insurance to cover risk of loss at their own cost.
- (j) Buyers are entitled to possession of the described property upon receipt of the City Deed.
- (k) Upon payment of the purchase price as provided in paragraph (e), the City shall convey title by City Deed.

Chris L. Harrison 6 Nov 17
Buyer Date

Buyer Date

Chris L Harrison
Print Name
phone 850.217.7995

Print Name

Internal Use Only		
<input type="checkbox"/> Buildable Lot	<input type="checkbox"/> Date Received	<input type="checkbox"/> Offer Sufficient For Review
<input type="checkbox"/> Remnant Parcel	<input type="checkbox"/> Case # Assigned	Approved For
<input type="checkbox"/> Previously Vacated ROW	<input type="checkbox"/> Payment W/offer	Processing : _____
<input type="checkbox"/> Other		

The Shirt Factory

1227 South Main Street
Council Bluffs, IA 51503

p 712.325.8500 ext.103
f 712.256.7499



NOTICE TO PURCHASE CITY PROPERTY

CLEVER ROAD
S 1000 W
AMT 1058

Keven Feuring

Owner
keven@theshirtfactory.net
iamtee.com

*Screen Printing *Embroidery
*Graphic Design *Specialty Items

Buyers hereby offer to buy the real estate situated in Council Bluffs, Iowa as follows:

Feuring Properties LLC
1227 S-Main St Council Bluffs, Iowa 51503

Buyers are applying to purchase this property for the following purpose(s):

Extend our current Property

Buyers offer a total sum of \$ 5059 ft - see Attached -
55,757 sq ft = \$ 27,878.50

In consideration of the information above, Buyers hereby certify and agree to the following:

- (a) City personnel shall review all applications submitted and make any recommendations deemed appropriate with respects to acceptance, rejection or modification (if any), however, approval of this application shall be in the sole discretion of the Council Bluffs City Council.
- (b) Title shall be taken subject to applicable zoning restrictions, and Buyer understands and attests that their proposed use would conform with all permitted uses in that zoning classification. Any proposed use deemed to be non-conforming shall result in forfeiture of this application.
- (c) Title shall be taken subject to all applicable easements, covenants, servient estates and any other appurtenant restrictions to the land.
- (d) Buyers are not subject to any liens, delinquent taxes, unpaid property violations or other outstanding costs and/or fines associated with property ownership and maintenance.
- (e) Buyers shall finance the purchase of the property by any one of the following means (please circle):
 - a. Cash
 - b. Certified Check
 - c. Third Party Mortgage
 - d. City Financing with Mortgage/Promissory Note
- (f) All subsequent taxes shall be paid by Buyers.
- (g) All subsequent special assessments shall be paid by Buyers.
- (h) Buyers shall pay a one-time fee of \$50 dollars for filing and costs in the event they are awarded title.
- (i) Buyers are purchasing the property AS IS, and may obtain insurance to cover risk of loss at their own cost.
- (j) Buyers are entitled to possession of the described property upon receipt of the City Deed.
- (k) Upon payment of the purchase price as provided in paragraph (e), the City shall convey title by City Deed.

Keven Feuring - Feuring Properties
11-6-17

Buyer

Date

Buyer

Date

Keven Feuring - Feuring Properties LLC

Print Name

Print Name

<input type="checkbox"/> Buildable Lot	<input type="checkbox"/> Internal Use Only	<input type="checkbox"/> Offer Sufficient For Review
<input type="checkbox"/> Remnant Parcel	<input type="checkbox"/> Date Received	
<input checked="" type="checkbox"/> Previously Vacated ROW	<input type="checkbox"/> Case # Assigned	Approved For
<input checked="" type="checkbox"/> Other - Railroad	<input type="checkbox"/> Payment W/Offer	Processing: _____

District 4 Office

2210 E 7th Street | Atlantic, IA 50022

Phone: 712-243-3355 | Email: scott.schram@iowadot.us

November 8, 2017

County: Pottawattamie

Project Number: BRFN-006-1(125)--39-78

Location: BNSF RR 1.0 mi W of I-80 (EB/WB) in Council Bluffs Type of

Work: Bridge Deck Overlay

Proposed Project Letting: 3/20/18

Notification Letter: 2018-M-141

The Honorable Matt Walsh
Mayor of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503-4270

Dear Mayor:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let a project as referenced above. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2018. The Resident Construction Engineer, Dave Dorsett of Council Bluffs, Iowa, 712-366-0568, will advise you of the contractor's proposed schedule when the information is available.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the City.

Subject to the approval of, and without expense to the DOT, the City agrees to perform (or cause private utilities to perform), all relocations, alterations, adjustments or removals of existing utility facilities including but not limited to power, telephone and telegraph lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project, all in accordance with the Utility Accommodation Policy of the DOT.

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible in order to expedite any possible changes.

Sincerely,



Scott A. Schram
District 4 Engineer

c Deanne Popp - Office of Local Systems - DOT
Dave Dorsett, Council Bluffs RCE

District 4 Office

2210 E 7th Street | Atlantic, IA 50022

Phone: 712-243-3355 | Email: scott.schram@iowadot.us

November 8, 2017

County: Pottawattamie

Project Number: NHSN-006-1(126)--2R-78

Location: Railroad Highway to Co Rd G67 (Hunt Ave) in Council Bluffs

Type of Work: PCC Pavement - Grade and Replace

Proposed Project Letting: 3/20/18

Notification Letter: 2018-M-142

The Honorable Matt Walsh
Mayor of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503-4270

Dear Mayor:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let a project as referenced above. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2018. The Resident Construction Engineer, Dave Dorsett of Council Bluffs, Iowa, 712-366-0568, will advise you of the contractor's proposed schedule when the information is available.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the City.

Subject to the approval of, and without expense to the DOT, the City agrees to perform (or cause private utilities to perform), all relocations, alterations, adjustments or removals of existing utility facilities including but not limited to power, telephone and telegraph lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project, all in accordance with the Utility Accommodation Policy of the DOT.

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible in order to expedite any possible changes.

Sincerely,



Scott A. Schram
District 4 Engineer

c Deanne Popp - Office of Local Systems - DOT
Dave Dorsett, Council Bluffs RCE

District 4 Office

2210 E 7th Street | Atlantic, IA 50022

Phone: 712-243-3355 | Email: scott.schram@iowadot.us

November 8, 2017

County: Pottawattamie

Project Number: IMN-080-1(432)0-0E-78

Location: I-80 From Missouri River E. To Cass Co. Line

Type of Work: PCC Patching

Proposed Project Letting: 3/20/18

Notification Letter: 2018-M-144

The Honorable Matt Walsh
Mayor of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503-4270

Dear Mayor:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let a project as referenced above. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2018. The Resident Construction Engineer, Dave Dorsett of Council Bluffs, Iowa, 712-366-0568, will advise you of the contractor's proposed schedule when the information is available.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the City.

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible in order to expedite any possible changes.

Sincerely,



Scott A. Schram
District 4 Engineer

c Deanne Popp - Office of Local Systems - DOT
Dave Dorsett, Council Bluffs RCE

District 4 Office

2210 E 7th Street | Atlantic, IA 50022

Phone: 712-243-3355 | Email: scott.schram@iowadot.us

November 8, 2017

County: Pottawattamie

Project Number: IMN-480-1(154)0-0E-78

Location: Missouri River to I-29

Type of Work: PCC Patching

Proposed Project Letting: 3/20/18

Notification Letter: 2018-M-145

The Honorable Matt Walsh
Mayor of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503-4270

Dear Mayor:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let a project as referenced above. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2018. The Resident Construction Engineer, Dave Dorsett of Council Bluffs, Iowa, 712-366-0568, will advise you of the contractor's proposed schedule when the information is available.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the City.

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible in order to expedite any possible changes.

Sincerely,



Scott A. Schram
District 4 Engineer

- c Deanne Popp - Office of Local Systems - DOT
- Dave Dorsett, Council Bluffs RCE

Council Communication

Department: Public Works Admin
Case/Project No.:
Submitted by: Matthew Cox, City Engineer

Resolution 17-244

Council Action: 11/27/2017

Description
Resolution authorizing the Mayor and City Clerk to execute an electric easement in connection with the installation of electric facilities by MidAmerican Energy Company. (Continued from 11-13-17)

Background/Discussion
MidAmerican Energy Company is planning to install new electrical facilities along Kanesville Boulevard. The installation will include one new pole to transition from the existing aboveground facilities, new underground conduits and switch gear.
Due to the location of existing utilities already located along the corridor, MidAmerican Energy Company is proposing to install their new line to the south of the street right-of-way, near 2nd Street. The City owns the parcel within this portion of the project.
The perpetual, non-exclusive electric easement allows MidAmerican Energy Company to construct, reconstruct, operate, maintain, replace or remove electrical supply lines, underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, and other reasonably necessary equipment.
The easement is located along the south side of Kanesville Boulevard, east of 2nd Street. The easement area is the north 10 feet of Lots 8, 9, 10, 11, 12, and 13 of Thomas Elder’s Addition.

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
GIS Parcel Aerial	Map	11/17/2017
Map	Map	11/17/2017
Agreement	Agreement	11/17/2017
Resolution	Resolution	11/17/2017



This would be a new overhead line spanning 10-20' and consisting of 1 new pole. The line would go underground at the new pole.

Street light pole

This would be conduit that would be bored in city ROW around existing utilities

This is a new switchgear that will be installed on Omni Centre property

	Cust: 2017 UG CABLE REPLACEMENT MEC Addr: W BROADWAY City: COUNCIL BLUFFS	WMS_REV:2643835-1 Date: 8/28/2017 Scale: 1 in = 133 ft Designer: HEIDEN, CHASE A	NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.
	Crew HQ: CBSC Job Desc: Install PMH9 switchgear and replace underground cables for Omni Center	X = 995541 Y = 469329	

Prepared by and return to: Kirk Maxfield 712-277-7580
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 401 Douglas Street, Sioux City, IA 51101

**MIDAMERICAN ENERGY COMPANY
OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>2017-4612</u>	State of	<u>Iowa</u>
Work Req. No.	<u>2017-2643835</u>	County of	<u>Pottawattamie</u>
Project No.	<u>D57Q2</u>	Section	<u>25</u>
		Township	<u>75</u> North
		Range	<u>44</u> West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owners(s) **CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AN IOWA MUNICIPAL CORPORATION**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s), underground conduit, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground and upon, over, along, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Lots 8, 9, 10, 11, 12, & 13, Thomas Elder's Addition, City of Council Bluffs, Pottawattamie County, Iowa.

EASEMENT AREA: An underground electric easement described as follows: The North 10.00 feet of said Lots 8, 9, 10, 11, 12, & 13.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

6. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

RESOLUTION
NO 17-244

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN ELECTRIC EASEMENT
IN CONNECTION WITH THE INSTALLATION OF
ELECTRIC FACILITIES
BY MIDAMERICAN ENERGY COMPANY**

WHEREAS, MidAmerican Energy Company wishes to acquire an overhead and underground electrical easement to install electric facilities within the city, as therein described; and

WHEREAS, MidAmerican Energy Company has submitted an easement for said improvements and the acquisition documents are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published as required by law, and a public hearing was held on November 27, 2017; and

WHEREAS, the city council deems approval of said acquisition 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 overhead and underground electrical easement in connection with the installation of electric facilities by MidAmerican Energy Company.

ADOPTED
AND
APPROVED _____, 2017

Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.: OTB-17-003
Submitted by: Rose Brown

Resolution 17-266

Council Action: 11/27/2017

Description
Resolution to dispose of City property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition. (Location: formerly 3033 6th Avenue)

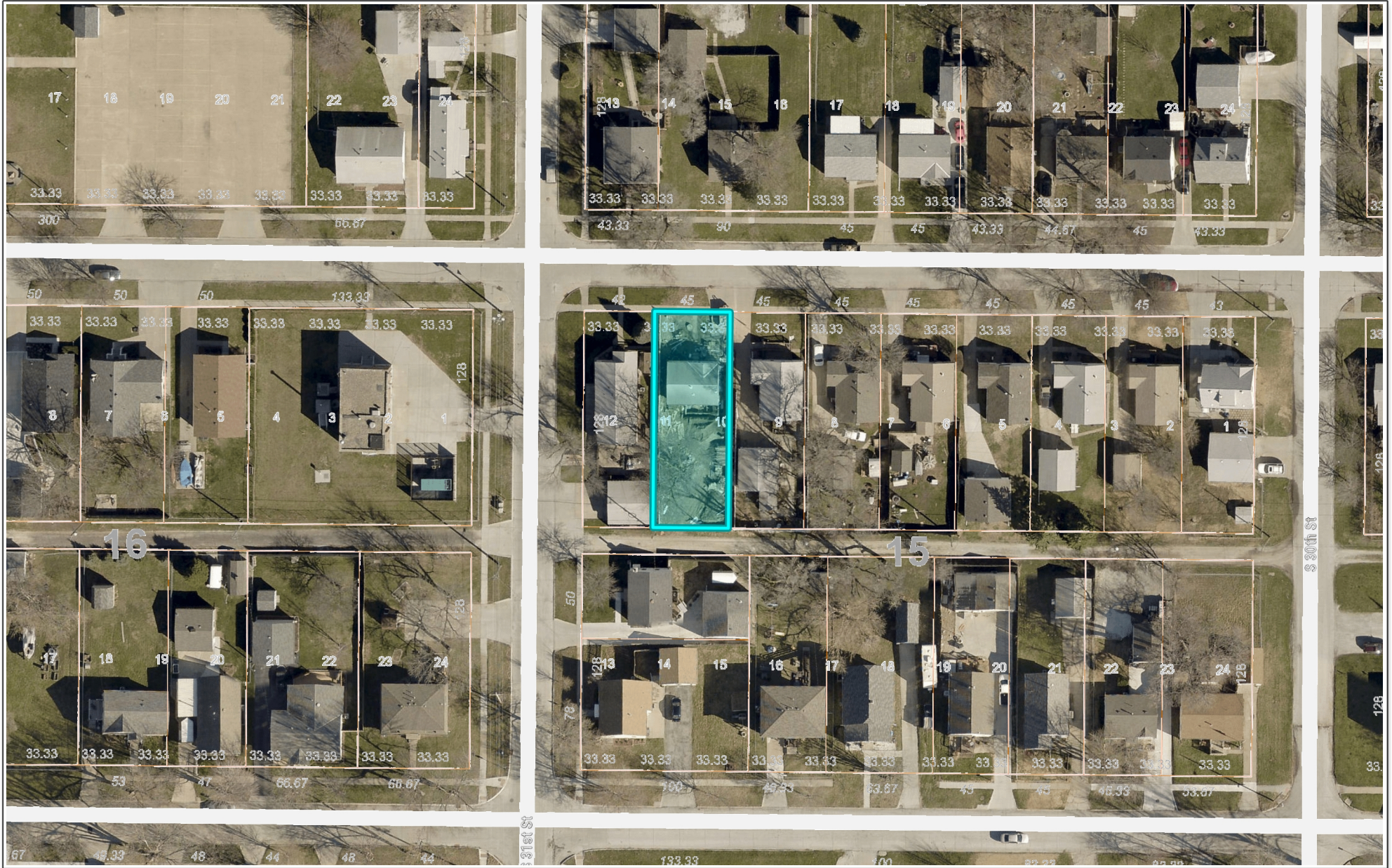
Background/Discussion
The City has received an offer for purchase of property formerly addressed as 3033 6th Avenue. The property is classified as ‘transitional dispose’ and ‘buildable’. According to the adopted policy of March 14, 2016, the property should be priced at the appraised value or the amount most recently established by the Pottawattamie County Assessor. The applicant has offered \$13,700.00.
Title of the property was awarded to the City of Council Bluffs on January 20, 2017. The previous single family house has been removed and the property is vacant. The 2017 land valuation according to the Pottawattamie County Assessor’s Office is \$10,680.00.
The applicant proposed to acquire the property and building a new single family residence.
Comments:
1. It does not appear that any property located in this block currently utilizes the platted alley for access to a garage. It is being recommended that access be restricted from the alley with the sale of this lot, so that at some time in the future the City could consider vacating the alley.
2. The following costs have been incurred by the City: Health Department (mowing/weeds): \$201.27 Legal Department: \$475.00 Building Division (securing the structure/demolition): \$7,700.00 Total: \$8,376.27
3. The order transferring title to the City requires that any proceeds over and above the costs incurred by the City be surrendered to the Clerk of District Court of Pottawattamie County for distribution to the previous landowners and/or interested parties.

Recommendation
The Community Development Department recommends disposal of the property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition to Mike Allmon for the offered price of \$13,700.00 subject to a deed restriction granting all rights of access to the platted alleyway to the City of Council Bluffs.

ATTACHMENTS:

Description	Type	Upload Date
OTB-17-003 Allmon 3033 6th Ave Location Map (11-27-17) CC	Resolution	11/15/2017
Resolution 17-266	Resolution	11/22/2017

CASE #OTB-17-003



Pottawattamie County GIS
 223 S. 6th St
 Council Bluffs, IA 51501
 (712) 328-4885
 gis@pottcounty.com
 http://gis.pottcounty.com



1in = 107ft

Map Published: 11/2/2017

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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. 17-266

A RESOLUTION TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED AS THE WEST 20 1/3 FEET OF LOT 10 AND THE EAST 24 2/3 FEET OF LOT 11, BLOCK 15, OMAHA ADDITION.

WHEREAS, the City has previously expressed its intent to dispose of property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition; and

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

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

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

Mike Allmon and all successors in interest: the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That the purchase price be \$13,700.00.

ADOPTED
AND
APPROVED:

November 27, 2017

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

Department: Community Development
Case/Project No.: OTB-17-004
Submitted by: Rose Brown

Resolution 17-267

Council Action: 11/27/2017

Description
Resolution to dispose of City property legally described as Lots 13 through 15, Auditor's Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43. City of Council Bluffs, Pottawattamie County, Iowa. (Location: Adjacent to 115 Norton Avenue.)

Background/Discussion
The City has received an offer to purchase a strip of property adjacent to 115 Norton Avenue. The property is classified as 'transitional dispose' and 'not buildable'. According to the adopted policy of March 14, 2016, the property should be priced at the appraised value or the amount most recently established by the Pottawattamie County Assessor. The applicant has offered \$300.00.
The applicant has indicated he maintains the property and would like to formally incorporate it into his property. The City has been in contact with property owner at 1304 Washington Street to determine his interest in acquiring the portion abutting his property. He indicated that he has just constructed a privacy fence and is not interested in acquiring the property.
According to the Pottawattamie County Assessor website there is no 2017 value assigned to the land.
The property was platting in 1924 and is not public right-of-way. No recent costs have been incurred by the City. MidAmerican Energy has overhead power facilities on the property.

Recommendation
The Community Development Department recommends disposal of the property legally described as Lots 13 through 15, Auditor's Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43, City of Council Bluffs, Pottawattamie County, Iowa, to Mike Tyler for the purchase offer of \$300.00.

ATTACHMENTS:

Description	Type	Upload Date
OTB-17-004 Tyler 115 Norton Ave Location Map (11-27-17) CC	Resolution	11/15/2017
OTB-17-004 Tyler 115 Norton Ave Reso to Dispose (11-27-17) CC	Resolution	11/15/2017
Resolution 17-267	Resolution	11/22/2017

CASE #OTB-17-004



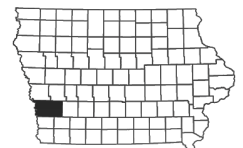
Pottawattamie County GIS
 223 S. 6th St
 Council Bluffs, IA 51501
 (712) 328-4885
 gis@pottcounty.com
 http://gis.pottcounty.com



1 in = 51 ft

Map Published: 11/3/2017

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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. _____

A RESOLUTION TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED AS LOTS 13 THROUGH 15, AUDITOR’S SUBDIVISION OF PART OF LOT 4, NE1/4 NW1/4 AND PART OF LOT 1, NW1/4 NW1/4 ALL IN SECTION 30-75-43, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has previously expressed its intent to dispose of property legally described as Lots 13 through 15, Auditor’s Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43, City of Council Bluffs, Pottawattamie County, Iowa; and

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

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

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

Mike Tyler and all successors in interest: Lots 13 through 15, Auditor’s Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43, City of Council Bluffs, Pottawattamie County, Iowa West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition City of Council Bluffs, Pottawattamie County, Iowa.

BE IT FURTHER RESOLVED

That the purchase price be \$300.00.

ADOPTED
AND
APPROVED: _____, 2017

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

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. 17-267

A RESOLUTION TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED AS LOTS 13 THROUGH 15, AUDITOR’S SUBDIVISION OF PART OF LOT 4, NE1/4 NW1/4 AND PART OF LOT 1, NW1/4 NW1/4 ALL IN SECTION 30-75-43, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has previously expressed its intent to dispose of property legally described as Lots 13 through 15, Auditor’s Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43, City of Council Bluffs, Pottawattamie County, Iowa; and

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

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

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

Mike Tyler and all successors in interest: Lots 13 through 15, Auditor’s Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43, City of Council Bluffs, Pottawattamie County, Iowa West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition City of Council Bluffs, Pottawattamie County, Iowa.

BE IT FURTHER RESOLVED

That the purchase price be \$300.00.

ADOPTED
AND
APPROVED: November 27, 2017

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

Department: Parks and Recreation
Case/Project No.:
Submitted by: Larry Foster

Resolution 17-268

Council Action: 11/27/2017

Description

Resolution to approve the plans, specifications and form of contract for the Iowa Department of Transportation IMN-029-3(211)54-0E-78, Phase 2 Project for realignment of Dodge Riverside Golf Club project.

Background/Discussion

The Iowa Department of Transportation is advancing significant improvements to the I-480 and I-29 interchange and expanding portions of I-29. This project, IMN-029-3(211)54-0E-78, Phase 2 impacts the City of Council Bluffs Dodge Riverside Golf Club. Specifically, the IDOT project will impact the existing #13 green and adjacent elements, #14 tee and portions of the #14 fairway. As a result, these sections of the course must be realigned to accommodate the final IDOT project grades and the relocated frontage road.

Through the joint efforts of the City and IDOT, a course realignment concept has been developed that will accommodate the IDOT required adjustments. This concept also minimizes course disruption and the resultant revenue losses. The redesign was authored by Wyss and Associates, golf course architects, with input from the course staff.

The concept accomplishes two primary objectives. First, the new alignment maintains the course’s current Par 72 rating.

Additionally, the course construction activities are phased to allow the course to be played as a full 18 hole facility throughout both the golf course and Interstate renovations.

Wyss and Associates were hired to provide professional services for this project.

The funding will come from state funds provided by the Iowa Department of Transportation.

The Engineer’s cost estimate for this project is \$580,000.

The project schedule is as follows:
 Public Hearing – November 27, 2017
 Bid Letting – December 19, 2017
 Award Contract – January 8, 2018

Recommendation

I recommend that the City Council approve the plans, specifications and form of contract and authorize the City Clerk to advertise for bids setting December 19, 2017, at 10:00 a.m. as the date and time for the bid letting for the Iowa Department of Transportation IMN-029-3(211)54-0E-78, Phase 2 Project for realignment of Dodge Riverside Golf Club project.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 17-268	Resolution	11/22/2017

Council Communication

Department: Community Development
Case/Project No.: ZC-17-006
Submitted by: Christopher Gibbons

Ordinance 6315

Council Action: 11/27/2017

Description
Ordinance to amend the zoning map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15-02-070 of the 2015 Municipal Code of Council Bluffs, Iowa, by rezoning property legally described as being the South 66 feet of the East 1/2 of the SW1/4 NE1/4, lying West of South 35th Street, along with the East 1/2 of the NW1/4 SE1/4, lying North of the U.S. Highway 275 and West of South 35th Street, all in Section 16-74-44, from A-2/Parks, Estate and Agricultural District to C-2/Commercial District as defined in Chapter 15.15. (Location: The northwest corner of the intersection at South 35th Street and U.S. Highway 275.)

Background/Discussion
The Community Development Department has received an application from Clark Storage, LLC, represented by Henry Clark, to rezone the property legally described above from A-2/Parks, Estates and Agricultural District to C-2/Commercial District. The property is comprised of 8.41 acres of undeveloped land and is located at the northwest corner of the intersection of South 35th Street and U.S. Highway 275 (Veterans Memorial Highway). The applicant has requested this rezoning in order to build ‘commercial storage’ units along with an accessory outdoor storage area for automobiles, recreational vehicles, trailers, etc., on the subject property.

A ‘commercial storage’ use is defined in Section 15.03.158 of the Council Bluffs Municipal Code (Zoning Ordinance) as “storage services primarily for personal items and household goods within enclosed storage areas having individual access but excluding use of areas as workshops, hobby shops, manufacturing or commercial activities”. A ‘commercial storage’ use a C-2/Commercial District requires a conditional use permit from the Council Bluffs Zoning Board of Adjustment. Therefore, if City Council approves this rezoning request, the applicant must still obtain a conditional use permit from the Zoning Board of Adjustment before the use can be established on the subject property.

Land Use and Zoning
Surrounding zoning includes R-1M/Single-Family Manufactured Housing District to the north; A-2 District to the east; A-2 District and R-1/Single-Family Residential District to the south; and C-2/Commercial District, R-3/Low Density Multi-Family Residential District and A-2 District to the west. Existing land uses in the general vicinity of this request include a residential subdivision (Malmore Acres) to the north, undeveloped land to the east, a motel and undeveloped land to the west; and U.S. Highway 275, a residential subdivision (Fox Run Landing) and undeveloped land to the south.

The future land use plan of the Bluffs Tomorrow 2030 (comprehensive Plan) designates the subject property as Rural Residential/Agricultural.

The following exhibit shows the existing condition of the subject property and surrounding area: see Exhibit A.

The future land use plan of the Bluffs Tomorrow 2030 (comprehensive Plan) designates the subject property as Rural Residential/Agricultural.

The following exhibit shows the existing condition of the subject property and surrounding area: see Exhibit A.

Public notices were mailed to all property owners within 200 feet of the request. Two notices were returned undeliverable to the City. No adverse comments were received for the request.

All City Departments and local utilities were notified of the proposed rezoning. No adverse comments were received this rezoning request.

The following attachments are included with the case staff report:

- Attachment A: Location/zoning map.
- Attachment B: Conceptual site plan layout.
- Attachment C: Image of proposed ‘commercial storage’ building on the subject property.

Discussion

1. The subject property is undeveloped and has been used historically for agricultural purposes.
2. The subject property directly abuts U.S. Highway 275 (Veterans Memorial Highway) which is a major east/west highway corridor in the City of Council Bluffs. According to Section 15.15.010, C-2/Commercial District, Statement of intent, of the Council Bluffs Zoning Ordinance “the C-2 District is intended to provide for major commercial retail shopping and service areas adjacent to major traffic corridors. This district also provides a variety of commercial services to the community and adjacent residential neighborhoods”. Approval of the request will allow for new commercial growth along said highway corridor as well as provide new business opportunities to address the needs of existing and/or future residential properties in the southwest quadrant of the City.
3. Adequate utilities (e.g., water, sanitary sewer, electric, etc.) are available to accommodate commercial use(s) on the subject property.
4. The applicant has submitted a conditional use permit application for the proposed ‘commercial storage’ use on the subject property. The applicant’s conditional use permit request is scheduled for public hearing by Council Bluffs Zoning Board of Adjustment on November 21, 2017. Additionally, the applicant was informed that City Council must approve this rezoning request in order for the proposed conditional use permit to be approved by the Council Bluffs Zoning Board of Adjustment. All site development standards (e.g., setbacks, parking, architecture, landscaping, stormwater management, etc.) for the proposed ‘commercial storage’ use will be addressed with the conditional use permit.

Recommendation

The Community Development Department recommends approval of the request to rezone property legally described as being the South 66 feet of the East 1/2 of the SW1/4 NE1/4, lying West of South 35th Street, along with the East 1/2 of the NW1/4 SE1/4, lying North of U.S. Highway 275 and West of South 35th Street, all in Section 16-74-44, City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates and Agricultural District to C-2/Commercial District, based on reasons stated above.

Public Hearing

Speakers in favor:

- 1. Henry Clark, P. O. Box 485, Glenwood, IA 51534

Speakers against:

- 1. Carol Green, 3600 Scott Drive, Council Bluffs, IA 51503

Planning Commission Recommendation

The Planning Commission recommends approval of the request to rezone property legally described as being the South 66 feet of the East 1/2 of the SW1/4 NE1/4, lying West of South 35th Street, along with the East 1/2 of the NW1/4 SE1/4, lying North of U.S. Highway 275 and West of South 35th Street, all in Section 16-74-44, City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates and Agricultural District to C-2/Commercial District, based on reasons stated above.

VOTE: AYE 8 NAY 0 ABSTAIN 0 ABSENT 3 Motion: Carried

ATTACHMENTS:

Description	Type	Upload Date
ZC-17-006 Clark Storage LLC PH Notice (11-27-17) CC	Resolution	11/16/2017
ZC-17-006 Clark Storage LLC Exhibit A (11-27-17) CC	Resolution	11/16/2017
ZC-17-006 Clark Storage LLC Attach A, B and C (11-27-17) CC	Resolution	11/16/2017
6315	Ordinance	11/22/2017

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

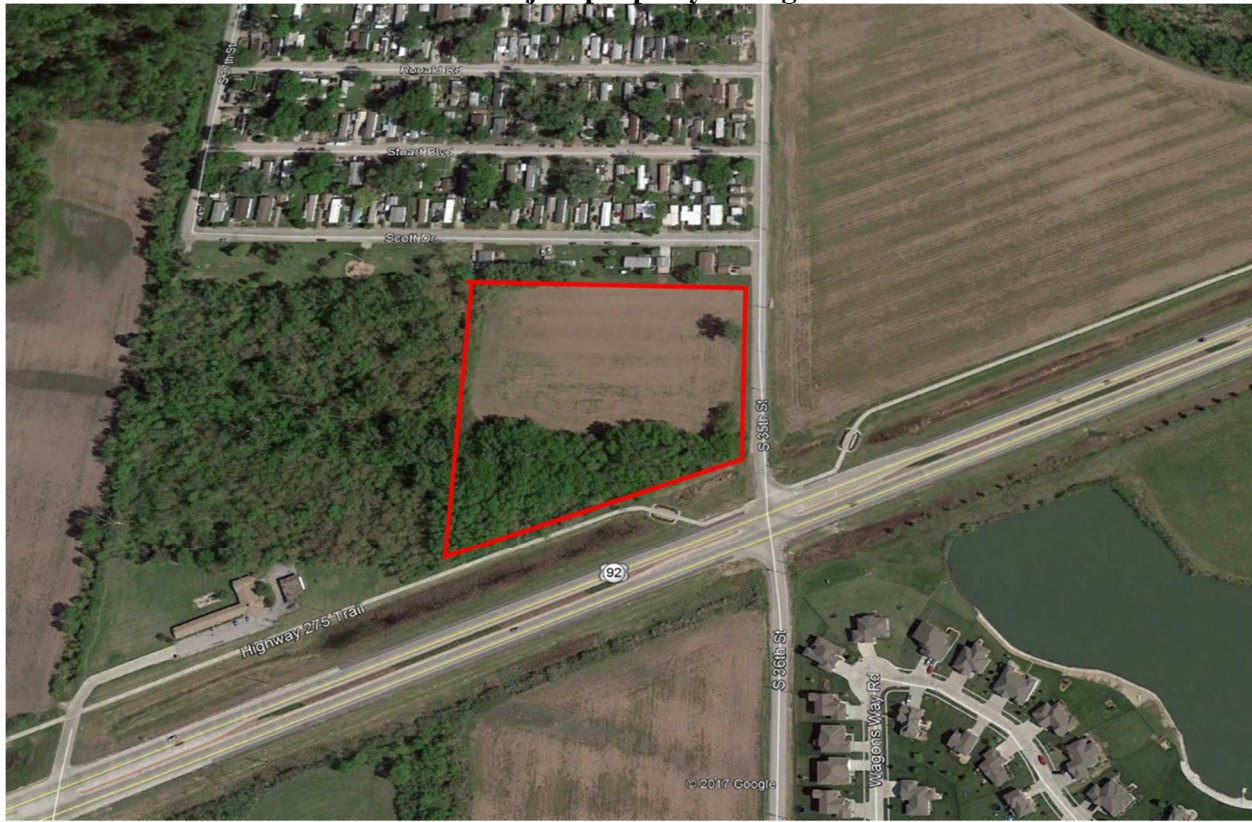
You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a Public Hearing on an ordinance to amend the zoning map as adopted by reference in Section 15.02.070, by rezoning the following:

The South 66 feet of the East 1/2 of the SW1/4 NE1/4, lying West of South 35th Street, along with the East 1/2 of the NW1/4 SE1/4, lying North of U.S. Highway 275 and West of South 35th Street, all in Section 16-74-44, City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates and Agricultural District to C-2/Commercial as defined in Chapter 15.15 of the Municipal Code.

You are further notified that the Public Hearing on said matters will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 18th day of December, 2017, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush, City Clerk

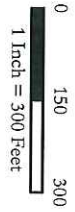
Exhibit A: 2017 aerial view of the subject property facing north



CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION LOCATION/ZONING MAP CASE #ZC-17-006

Map Legend

- Case #ZC-17-006 Subject Property
- Parcels
- Overlay District
- Recreation-Tourism Overlay



2016 Aerial Photograph



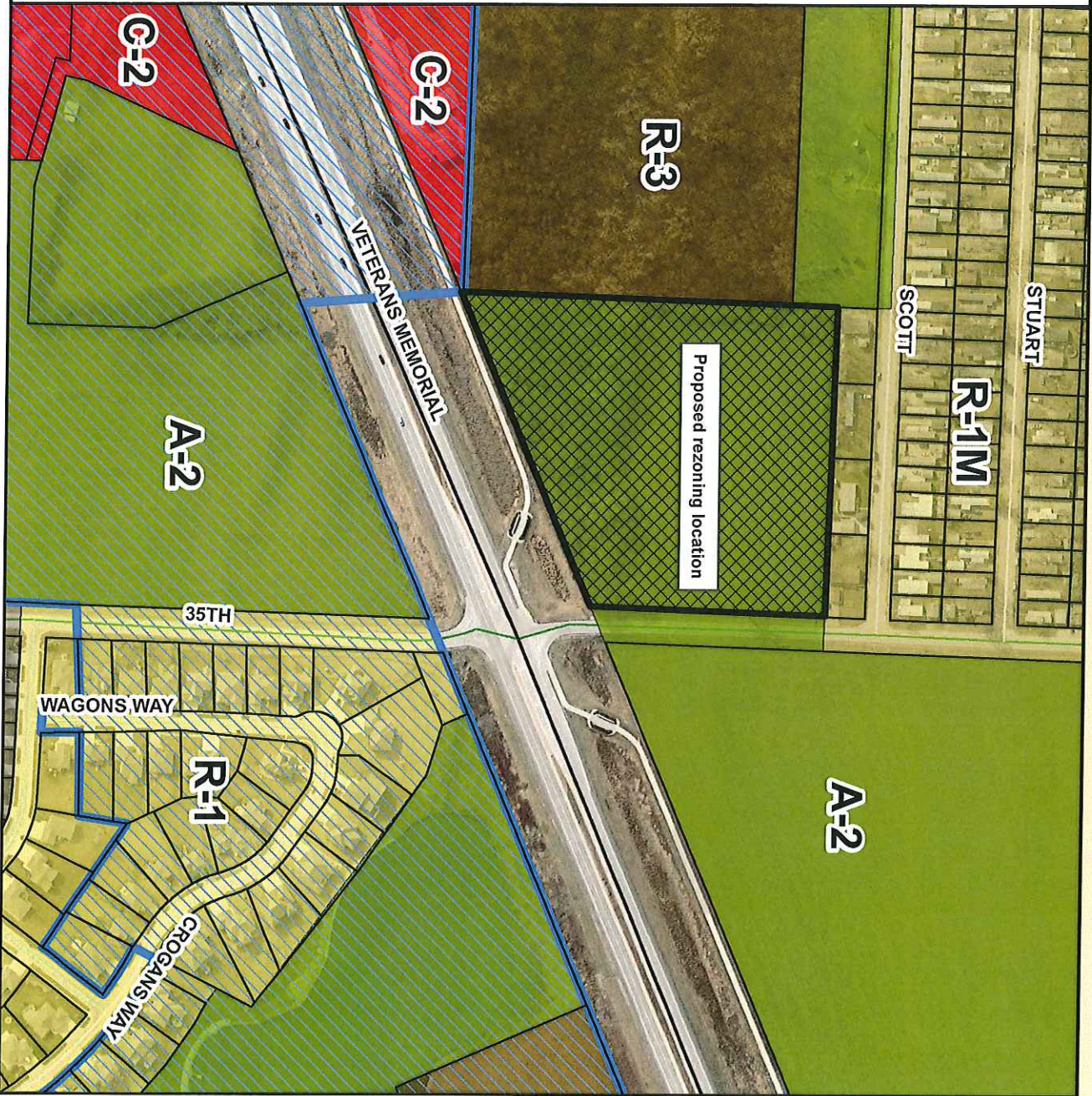
Note: Subject properties are highlighted in red.

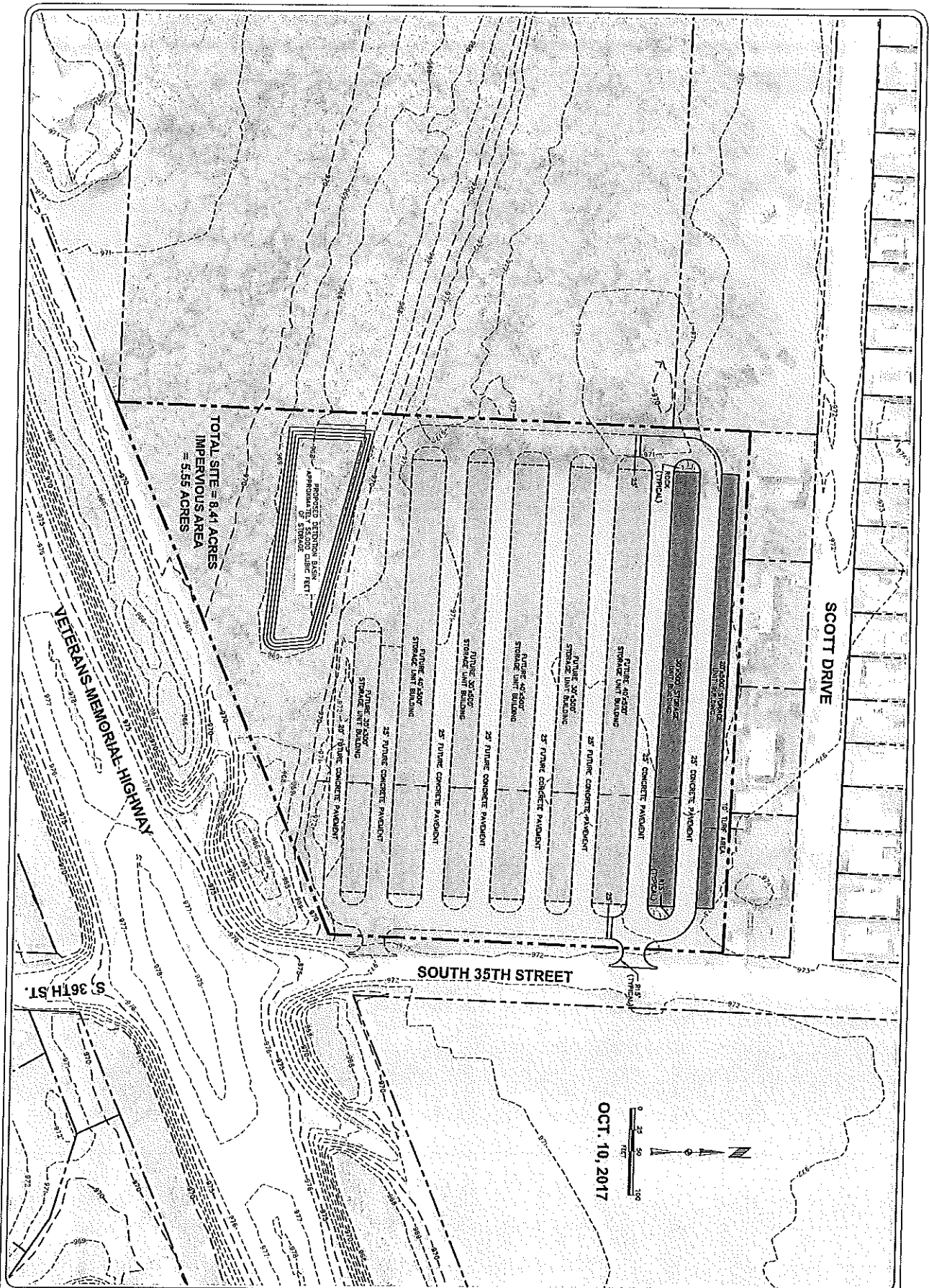


Last Amended: 10/10/17

CITY OF COUNCIL BLUFFS
 Council Bluffs Community
 Development Department
 209 Pearl Street
 Council Bluffs, IA 51503
 Telephone: (712) 328.4629

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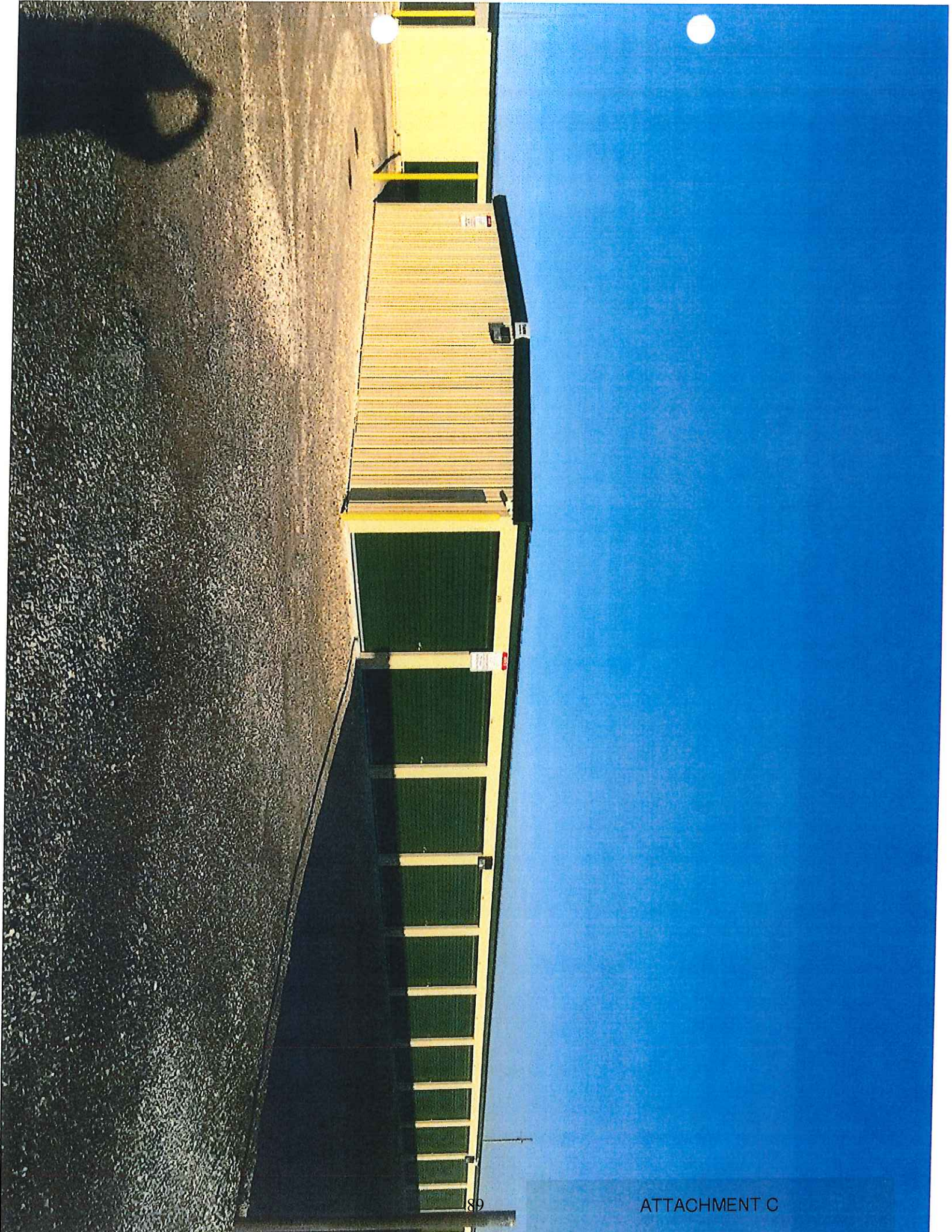
1 OF 1
 PROJECT NO. 000717-259
 DATE

PROJECT: VETERANS MEMORIAL HIGHWAY/S. 35TH ST. SITE
 CLIENT: CLARK STORAGE
 TITLE: PRELIMINARY SITE LAYOUT

RD	_____	DATE	_____
ED	_____	DATE	_____
CD	_____	DATE	_____
APP	_____	DATE	_____
DATE	OCT 17 2017	SCALE	AS SHOWN

hgm
 ASSOCIATES INC.
 540 FIFTH AVENUE COUNCIL BLUFFS, IA
 PHONE: 712-323-0530

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ORDINANCE NO. 6315

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.02.070 OF THE 2015 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REZONING PROPERTY LEGALLY DESCRIBED AS BEING THE SOUTH 66 FEET OF THE EAST 1/2 OF THE SW1/4 NE1/4, LYING WEST OF SOUTH 35TH STREET, ALONG WITH THE EAST 1/2 OF THE NW1/4 SE1/4, LYING NORTH OF U.S. HIGHWAY 275 AND WEST OF SOUTH 35TH STREET, ALL IN SECTION 16-74-44, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA FROM A-2/PARKS, ESTATES AND AGRICULTURAL DISTRICT TO C-2/COMMERCIAL DISTRICT AS DEFINED IN CHAPTER 15.15 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

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

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2015 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended to rezone property legally described as being the South 66 feet of the East 1/2 of the SW1/4 NE1/4, lying West of South 35th Street, along with the East 1/2 of the NW1/4 SE1/4, lying North of U.S. Highway 275 and West of South 35th Street, all in Section 16-74-44, City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates and Agricultural District to C-2/Commercial District.

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

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

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

PASSED
AND _____, 2017.
APPROVED

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

First Consideration: 11-27-17
Second Consideration: 12-18-17
Public Hearing: 12-18-17
Third Consideration:

Council Communication

Department: City Clerk
Case/Project No.:
Submitted by: Pat Miller, Public Works
Operations Director

Ordinance 6314

Council Action: 11/27/2017

Description
Ordinance to amend Title 9 Traffic, Chapter 9.34 Emergency Snow Routes of the 2017 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 Emergency snow routes established.

Background/Discussion
Emergency snow routes consist of main/major streets that facilitate access to public transportation, hospitals, schools, business areas, fire stations, police stations, and other public safety and critical needs at times of snow and/or ice events.
Emergency snow routes have not been updated since 2010. Since that time, new streets have been added within the city that need emergency snow routes established.
Proposed changes to Title 9 are to update the emergency snow routes as recommended by the city’s operations division to increase the efficiency of the routes and safety to the public.
Other proposed changes include making minor corrections of previous errors and omissions.

Recommendation
Approval of the ordinance changes.

ATTACHMENTS:

Description	Type	Upload Date
Snow Route Changes - redlined	Other	10/31/2017
Ordinance 6314	Ordinance	11/7/2017

9.34.030 - Emergency snow routes established.

(a) The following are hereby designated as the emergency snow routes:

Street	From	To
<u>1st Avenue</u>	<u>South 8th Street</u>	<u>South 4th Street</u>
2nd Avenue	South 8th Street	Dodge Riverside Drive
5th Avenue	Bluff Street	South 35th Street
9th Avenue	South 3rd Street	I-29
16th Avenue	High Street	South 16th Street
23rd Avenue	South Expressway	South 35th Street
32nd Avenue	South Expressway	South 11th Street
35th Avenue	South Expressway	Metro Drive
<u>Adrian Avenue</u>	<u>Bennett Avenue</u>	<u>Wenwood Circle</u>
Avenue A	North 16th Street	North 37th Street
Avenue B	North 8th Street	North 37th Street
Avenue G	North 8th Street	North 40th Street
Avenue K	North 28th Street	North 32nd Street
Avenue L	North 16th Street	North 21st Street
Bennett Avenue	Madison Avenue	McPherson Avenue
<u>Big Lake Road</u>	<u>Nash Blvd.</u>	<u>Joslin Avenue</u>
Bluff Street	9th Avenue	West Pierce <u>Street</u>
<u>Bonham Street</u>	<u>Gleason Avenue</u>	<u>Bennett Avenue</u>

East Broadway	South 1st Street	Kanesville Blvd.
West Broadway	Kanesville Blvd.	South 1st Street
<u>College Road</u>	<u>Kanesville Blvd.</u>	<u>Highway 6</u>
Comanche <u>Street</u>	Piute <u>Street</u>	Navajo <u>Street</u>
<u>Council Pointe Road</u>	<u>Veterans Memorial Hwy</u>	<u>55th Avenue</u>
De <u>L</u> ong Avenue	North 8th Street	Marshall Avenue
Dodge Riverside Drive	2nd Avenue	I-480
<u>East Broadway</u>	<u>South 1st Street</u>	<u>Kanesville Blvd.</u>
<u>East Ferndale Drive</u>	<u>West Ferndale Drive</u>	<u>Cloverdale Drive</u>
<u>East Graham Avenue</u>	<u>South 1st Street</u>	<u>West Graham Avenue</u>
East Manawa Drive	Veterans Memorial Hwy	South Shore Drive
<u>East Pierce Street</u>	<u>South 1st Street</u>	<u>McPherson Avenue</u>
Eastern Hills Drive	State Orchard Road	Dead End
Elliot <u>t</u> Street	Marshall Avenue	North Broadway
Elm Street	Frank Street	Morningside Avenue
Frank Street	Kanesville Blvd.	Elm Street.
Franklin Avenue	Lincoln Avenue	<u>Valley View Park</u> Bennett Avenue
<u>Franklin Avenue</u>	<u>Valley View Drive</u>	<u>Greenview Road</u>
Gleason Avenue	McPherson Avenue	Lincoln Avenue
East Graham	South 1st Street	Fairmont Avenue

<u>West Graham</u>	<u>Fairmont Avenue</u>	<u>High Street</u>
Greenview Road	Valley View Drive	<u>State Orchard Road</u> Longview Loop
Harrison Street	Kanesville Blvd.	Morgan Street
Harry Langdon Blvd.	16th Avenue	Highway 92
<u>High Street</u>	<u>West Graham</u>	<u>16th Avenue</u>
Lincoln Avenue	East Pierce <u>Street</u>	Gleason Avenue
<u>Locust Lodge Avenue</u>	<u>North Broadway</u>	<u>North Avenue</u>
Madison Avenue	South 1st Street	Valley View <u>Drive</u>
Marshall Avenue	De <u>l</u> ong Avenue	Morgan Street
<u>McKenzie Avenue</u>	<u>Simms Avenue</u>	<u>Kanesville Blvd.</u>
McPherson Avenue	East Pierce <u>Street</u>	City Limits
Metro Drive	35th Avenue	Hwy 275/92
<u>Middle Ferry Road</u>	<u>Council Pointe Road</u>	<u>South 35th Street</u>
<u>Morgan Street</u>	<u>Marshall Avenue</u>	<u>Harrison Street</u>
Morningside Avenue	Elm Street	Gleason Avenue
<u>Mt Vernon Street</u>	<u>Trail Ridge Drive</u>	<u>Marshal Avenue</u>
<u>Nash Blvd.</u>	<u>North 25th Street</u>	<u>North 16th Street</u>
Navajo <u>Street</u>	Comanche <u>Street</u>	East Manawa Drive
<u>Nebraska Avenue</u>	<u>South 35th Street</u>	<u>River Road</u>
<u>North 6th Street</u>	<u>Kanesville Blvd.</u>	<u>Avenue G</u>

<u>North 7th Street</u>	<u>Avenue G</u>	<u>Kanesville Blvd.</u>
<u>North 8th Street</u>	<u>West Broadway</u>	<u>DeLong Avenue</u>
<u>North 16th Street</u>	<u>West Broadway</u>	<u>Nash Blvd.</u>
North 21st Street	West Broadway	Avenue L
North 25th Street	West Broadway	Water Works
North 28th Street	West Broadway	Avenue K
North 32nd Street	West Broadway	Avenue K
North 35th Street	West Broadway	I-29
North 40th Street	I-480	Avenue G
North 8th Street	West Broadway	DeLong Avenue
<u>North Avenue</u>	<u>Locust Lodge Avenue</u>	<u>East Pierce Street</u>
North Broadway	Kanesville Blvd.	North <u>C</u> ity <u>L</u> imits
<u>North Main Street</u>	<u>West Broadway</u>	<u>Kanesville Blvd.</u>
East Pierce	South 1st Street	McPherson Avenue
West Pierce	Bluff Street	South 1st Street
<u>Pearl Street</u>	<u>West Broadway</u>	<u>7th Avenue</u>
Piute <u>Street</u>	Veterans Memorial Hwy	Comanche <u>Street</u>
<u>Railroad Avenue</u>	<u>College Road</u>	<u>Kanesville Blvd.</u>
<u>Railroad Hwy</u>	<u>Kanesville Blvd.</u>	<u>City Limits</u>
Richard Downing Avenue Blvd.	Twin City Drive	South 24th Street

Service Road B	2nd Avenue	9th Avenue
Simms Avenue	McKenzie Avenue Spencer Avenue	Kanesville Blvd.
<u>South 1st Street</u>	<u>Broadway</u>	<u>Madison Avenue</u>
South 3rd Street	9th Avenue	16th Avenue
<u>South 6th Street</u>	<u>South Expressway</u>	<u>Kanesville Blvd.</u>
<u>South 7th Street</u>	<u>Kanesville Blvd.</u>	<u>South Expressway</u>
South 8th Street	West Broadway	16th Avenue
South 11th Street	32nd Avenue	Veterans Memorial Hwy
<u>South 13th Street</u>	<u>16th Avenue</u>	<u>23rd Avenue</u>
South 16th Street	23rd Avenue	West Broadway
<u>South 1st Street</u>	<u>Broadway</u>	<u>Madison Avenue</u>
<u>South 19th Street</u>	<u>Veterans Memorial Hwy</u>	<u>Gifford Road</u>
South 21st Street	9th Avenue	West Broadway
South 24th Street	Veterans Memorial Hwy	23rd Avenue
South 25th Street	9th Avenue	West Broadway
South 28th Street	9th Avenue	West Broadway
South 32nd Street	9th Avenue	West Broadway
South 35th Street	23rd Avenue	West Broadway
South Expressway	Veterans Memorial Hwy	<u>6th Avenue</u> -80/I-29
<u>South Main Street</u>	<u>16th Avenue</u>	<u>West Broadway</u>

Spencer Avenue	North Broadway	Simms Avenue
<u>Timbercrest Drive</u>	<u>Madison Avenue</u>	<u>Skyline Drive</u>
<u>Trail Ridge Drive</u>	<u>Grand Avenue</u>	<u>Mt Vernon Street</u>
Twin City Drive	Veterans Memorial Hwy	Richard Downing Avenue Blvd.
Valley View <u>Drive</u>	<u>Highway 92</u> Madison Avenue	<u>College Road</u> McPherson Avenue
<u>Wedgewood Drive</u>	<u>Wenwood Circle</u>	<u>Bennett Avenue</u>
<u>Wenwood Circle</u>	<u>Adrian Avenue</u>	<u>Wedgewood Drive</u>
<u>West Broadway</u>	<u>6th Street</u>	<u>35th Street</u>
<u>West Broadway</u>	<u>Kanesville Blvd.</u>	<u>South 1st Street</u>
<u>West Ferndale Drive</u>	<u>McPherson Avenue</u>	<u>Cloverdale Drive</u>
<u>West Graham Avenue</u>	<u>East Graham Avenue</u>	<u>High Street</u>
<u>West Pierce Street</u>	<u>Bluff Street</u>	<u>South 1st Street</u>
Willow Avenue	Bluff Street	South 8th Street
Woodbury Avenue	Harry Langdon Blvd.	Madison Avenue

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

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

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

ORDINANCE NO. 6314

ORDINANCE TO AMEND TITLE 9 TRAFFIC, CHAPTER 9.34 EMERGENCY SNOW ROUTES OF THE 2017 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 9.34.030 - EMERGENCY SNOW ROUTES ESTABLISHED.

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

SECTION 1. That Chapter 9.34 “Emergency Snow Routes” of the 2017 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending Section 9.34.030 to read as follows:

9.34.030 - Emergency Snow Routes Established.

(a) The following are hereby designated as the emergency snow routes:

Street	From	To
1st Avenue	South 8th Street	South 4th Street
2nd Avenue	South 8th Street	Dodge Riverside Drive
5th Avenue	Bluff Street	South 35th Street
9th Avenue	South 3rd Street	I-29
16th Avenue	High Street	South 16th Street
23rd Avenue	South Expressway	South 35th Street
32nd Avenue	South Expressway	South 11th Street
35th Avenue	South Expressway	Metro Drive
Adrian Avenue	Bennett Avenue	Wenwood Circle
Avenue A	North 16th Street	North 37th Street
Avenue B	North 8th Street	North 37th Street
Avenue G	North 8th Street	North 40th Street
Avenue K	North 28th Street	North 32nd Street
Avenue L	North 16th Street	North 21st Street
Bennett Avenue	Madison Avenue	McPherson Avenue
Big Lake Road	Nash Blvd.	Joslin Avenue
Bluff Street	9th Avenue	West Pierce Street
Bonham Street	Gleason Avenue	Bennett Avenue
College Road	Kanesville Blvd.	Highway 6
Comanche Street	Piute Street	Navajo Street

Council Pointe Road	Veterans Memorial Hwy	55th Avenue
Delong Avenue	North 8th Street	Marshall Avenue
Dodge Riverside Drive	2nd Avenue	I-480
East Broadway	South 1st Street	Kanesville Blvd.
East Ferndale Drive	West Ferndale Drive	Cloverdale Drive
East Graham Avenue	South 1st Street	West Graham Avenue
East Manawa Drive	Veterans Memorial Hwy	South Shore Drive
East Pierce Street	South 1st Street	McPherson Avenue
Eastern Hills Drive	State Orchard Road	Dead End
Elliott Street	Marshall Avenue	North Broadway
Elm Street	Frank Street	Morningside Avenue
Frank Street	Kanesville Blvd.	Elm Street
Franklin Avenue	Lincoln Avenue	Valley View Park
Franklin Avenue	Valley View Drive	Greenview Road
Gleason Avenue	McPherson Avenue	Lincoln Avenue
Greenview Road	Valley View Drive	State Orchard Road
Harrison Street	Kanesville Blvd.	Morgan Street
Harry Langdon Blvd.	16th Avenue	Highway 92
Lincoln Avenue	East Pierce Street	Gleason Avenue
Locust Lodge Avenue	North Broadway	North Avenue
Madison Avenue	South 1st Street	Valley View Drive
Marshall Avenue	Delong Avenue	Morgan Street
McKenzie Avenue	Simms Avenue	Kanesville Blvd.
McPherson Avenue	East Pierce Street	City Limits
Metro Drive	35th Avenue	Hwy 275/92
Middle Ferry Road	Council Pointe Road	South 35th Street
Morningside Avenue	Elm Street	Gleason Avenue
Mt Vernon Street	Trail Ridge Drive	Marshall Avenue
Nash Blvd.	North 25th Street	North 16th Street
Navajo Street	Comanche Street	East Manawa Drive
Nebraska Avenue	South 35th Street	River Road
North 6th Street	Kanesville Blvd.	Avenue G
North 7th Street	Avenue G	Kanesville Blvd.

North 8th Street	West Broadway	Delong Avenue
North 16th Street	West Broadway	Nash Blvd.
North 21st Street	West Broadway	Avenue L
North 25th Street	West Broadway	Water Works
North 28th Street	West Broadway	Avenue K
North 32nd Street	West Broadway	Avenue K
North 35th Street	West Broadway	I-29
North 40th Street	I-480	Avenue G
North Avenue	Locust Lodge Avenue	East Pierce Street
North Broadway	Kanesville Blvd.	North City Limits
North Main Street	West Broadway	Kanesville Blvd.
Pearl Street	West Broadway	7th Avenue
Piute Street	Veterans Memorial Hwy	Comanche Street
Railroad Avenue	College Road	Kanesville Blvd.
Railroad Hwy	Kanesville Blvd.	City Limits
Richard Downing Avenue	Twin City Drive	South 24th Street
Service Road B	2nd Avenue	9th Avenue
Simms Avenue	McKenzie Avenue	Kanesville Blvd.
South 1st Street	Broadway	Madison Avenue
South 3rd Street	9th Avenue	16th Avenue
South 6th Street	South Expressway	Kanesville Blvd.
South 7th Street	Kanesville Blvd.	South Expressway
South 8th Street	West Broadway	16th Avenue
South 11th Street	32nd Avenue	Veterans Memorial Hwy
South 13th Street	16th Avenue	23rd Avenue
South 16th Street	23rd Avenue	West Broadway
South 19th Street	Veterans Memorial Hwy	Gifford Road
South 21st Street	9th Avenue	West Broadway
South 24th Street	Veterans Memorial Hwy	23rd Avenue
South 25th Street	9th Avenue	West Broadway
South 28th Street	9th Avenue	West Broadway
South 32nd Street	9th Avenue	West Broadway
South 35th Street	23rd Avenue	West Broadway

South Expressway	Veterans Memorial Hwy	6th Avenue
South Main Street	16th Avenue	West Broadway
Spencer Avenue	North Broadway	Simms Avenue
Timbercrest Drive	Madison Avenue	Skyline Drive
Trail Ridge Drive	Grand Avenue	Mt Vernon Street
Twin City Drive	Veterans Memorial Hwy	Richard Downing Avenue
Valley View Drive	Highway 92	College Road
Wedgewood Drive	Wenwood Circle	Bennett Avenue
Wenwood Circle	Adrian Avenue	Wedgewood Drive
West Broadway	6th Street	35th Street
West Broadway	Kanesville Blvd.	South 1st Street
West Ferndale Drive	McPherson Avenue	Cloverdale Drive
West Graham Avenue	East Graham Avenue	High Street
West Pierce Street	Bluff Street	South 1st Street
Willow Avenue	Bluff Street	South 8th Street
Woodbury Avenue	Harry Langdon Blvd.	Madison Avenue

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

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

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

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

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

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

PASSED
AND _____, 2017.
APPROVED

MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 11/13/17
Second Consideration: 11/27/17
Public Hearing: n/a
Third Consideration:

Council Communication

Department: City Clerk
Case/Project No.: BM-18-04
Submitted by: Pat Miller, Public Works
Operations Director

Resolution 17-269

Council Action: 11/27/2017

Description
Resolution authorizing the Mayor and City Clerk to enter into an agreement and award contract to MMC Contractors for the Bass Pro Shop Roof Top Unit Replacement Project.

Background/Discussion
The existing roof top units were installed when the Bass Pro Shop was built in 2005. They provide the heating and air conditioning for this building. This series of roof top units came from the factory with inherent problems that began showing up after several years of operation. The housing and mounting brackets for some of the major components would break causing the refrigerant gas to leak and in some cases caused compressors failure. The heating sections of these machines also have very weak combustion gas blower assemblies that also fail every couple of years.
The failure rate of these units has been substantial over the years. We have experienced over 175 breakdowns and have spent almost \$200,000 in repairs. To minimize our losses it has been determined that it is time to replace the roof top units with new more efficient models that are more reliable.
Bids submitted:
MMC Contractors-\$564,271
Controlled Comfort-\$565,000
Prairie Mechanical-\$567,910
B & K Mechanical-\$586,330
Pitlor Mechanical Corp.-\$609,968
Sol Lewis Engineering Co.-\$612,700
Eyman Plumbing-\$754,483
Funding for this project will be paid for by the Iowa West Foundation.

Recommendation
I recommend that the City Council adopt the resolution awarding the contract to MMC Contractors who submitted the low bid of \$564,271 for the Bass Pro Shop Roof Top Unit Replacement Project.

ATTACHMENTS:

Description	Type	Upload Date
Bid Letter	Letter	11/15/2017
Resolution 17-269	Resolution	11/22/2017



November 10, 2017

Mr. Rick Reichenberg
City of Council Bluffs
1001 10th Ave.
Council Bluffs, IA 51503

RE: Bass Prop Shops - RTU Replacement - Council Bluffs
ETI Project No.: 2017-075

Dear Mr. Rick Reichenberg,

The bids for the Bass Pro Shops – RTU Replacement were received and opened on November 9, 2017. There were a total of nine bids received. Two of the bids were incomplete and were not read. The bids ranged from a low of \$564,271.00 to a high of \$565,000.00. The low bid of \$564,271.00 was submitted by MMC Contractors, Omaha, Nebraska.

MMC Mechanical Contractors has successfully completed previous City of Council Bluffs projects including Council Bluffs Water Works Boiler Replacement and Municipal Housing Agency – Regal Towers Valve Replacement Project. ETI has also had MMC Mechanical Contractors on several projects.

ETI recommends accepting the bid by MMC Mechanical Contractors in the amount of \$564,271.00.

Sincerely,

Daniel W. Schinstock, PE
Principal
Engineering Technologies, Inc.

RESOLUTION NO.17-269

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT AND AWARD A CONTRACT TO THE LOW BIDDER MMC CONTRACTORS FOR THE BASS PRO SHOP ROOF TOP UNIT REPLACEMENT PROJECT.

WHEREAS, the City of Council Bluffs desires to replace the Bass Pro Shop Roof Top Units;
and

WHEREAS, funding for this project will be provided by the Iowa West Foundation; and

WHEREAS, on November 9, 2017, bids were received; and

WHEREAS, the low bid was from MMC Contractors for \$564,271; 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, empowered and directed to execute a contract with the MMC Contractors for the Bass Pro Shop Roof Top Unit Replacement Project.

ADOPTED
AND
APPROVED

November 27, 2017

Matt Walsh Mayor

Jodi Quakenbush City Clerk

Council Communication

Department: Public Works Admin

Case/Project No.:

Submitted by: Steve Carmichael, Chief Building Official

Resolution 17-270

Council Action: 11/27/2017

Description

Resolution authorizing a refund credit of overcharged permit fees to Questa LLC associated with air conditioning and heating equipment in the calculation of electrical permit fees for Industrial and Large Commercial with Valuation of \$5,000,000 or more.

Background/Discussion

The City of Council Bluffs adopted Resolution 16-29 on January 25, 2016. In Table 3-I, Electrical Permit Fees (Industrial, and Large Commercial with Valuation of \$5,000,000 or more), under System Fee Schedule, line number one is the calculation of electrical permit fees for Air Conditioning Equipment sized by tons(Tons) and line number three for the calculation of electrical fees for Heating Equipment is sized by kilowatts(kW). These calculation units are incorrect.

The calculation of electrical equipment fees associated with air conditioning equipment should be calculated by the horsepower(HP) or kilowatt (kW) of the motors required to run the air conditioning, not based on the tons of capacity of the equipment. The calculation of electrical equipment fees associated with heating equipment should be calculated by horsepower(HP) or kilowatt(kW) of the motors required to run, not just kilowatts (kW).

The City Council corrected the fee schedule on November 13, 2017, with the adoption of Resolution 17-252.

Since the January 2016 adoption of the incorrect permit fees, the only permit issued was to Questa LLC.

For the one permit issued, the difference in permit fees using the incorrect 2016 values and the newly corrected 2017 fees is significant. Because of the excessiveness of the error in fees, a refund of the difference in calculated fees is proposed in the form of a credit against future permit fees for Questa LLC. The credit is \$760,556.00.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description

[Resolution 17-270](#)

Type

Resolution

Upload Date

11/22/2017

RESOLUTION
NO 17-270

**RESOLUTION AUTHORIZING REFUND CREDIT OF
OVERCHARGED PERMIT FEES TO QUESTA LLC
IN CONNECTION WITH ELECTRICAL PERMITS**

- WHEREAS, the city adopted Resolution 16-29 on January 25, 2016, for electrical permit fees for Industrial and Large Commercial with Valuation of \$5,000,000 or more; and
- WHEREAS, the city adopted Resolution 17-252 on November 13, 2017, to correct the electrical permit fees for Industrial and Large Commercial with Valuation of \$5,000,000 or more; and
- WHEREAS, one permit has been issued since the January 2016 adoption of the incorrect permit fees; and
- WHEREAS, for this permit, the difference between the incorrect and correct fees is substantial and should be refunded in the form of a credit against future permit fees; and
- WHEREAS, the city council deems approval of said credit 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 a refund credit against future permit fees to Questa LLC in the amount of \$760,556.00 is hereby authorized.

ADOPTED
AND
APPROVED

November 27, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Legal
Case/Project No.:
Submitted by: Jessica Maas

Resolution 17-271

Council Action: 11/27/2017

Description
Resolution authorizing the Mayor to execute the order accepting the acknowledgment/settlement agreements from the following businesses for violations of Iowa Code Section 453A.2(1): Bucky’s Express #19, 1839 Madison Avenue; Bucky’s Express #34, 3501 W. Broadway; Dollar General Store #1574, 2731 E. Kanesville Blvd.; D&S Xpress, 1220 North 25th Street; Kum & Go #220, 2024 5th Avenue; Super Quik Stop, 2800 Twin City Drive.

Background/Discussion
Citations were issued to employees of 6 businesses for providing tobacco to a minor. We pursued a civil penalty against the permit holders of the businesses. The civil penalty for a first violation is \$300.00. All businesses have made payment of the \$300.00 penalty and have submitted their executed Acknowledgment/Settlement Agreement. A resolution has been prepared authorizing the Mayor to execute the Order to Accept the Acknowledgement/Settlement Agreement from these businesses.

Recommendation
Authorize the Mayor to execute an Order Accepting the Acknowledgment/Settlement Agreements from Bucky’s Express #19, Bucky’s Express #34, Dollar General Store #1574, Kum & Go #219, Super Quik Stop D&S Xpress for violations of Iowa Code Section 453A.2.

ATTACHMENTS:

Description	Type	Upload Date
Bucky's #34 Agreement	Agreement	11/22/2017
Bucky's #34 Order	Other	11/22/2017
Bucky's #19 Agreement	Other	11/22/2017
Bucky's #19 Order	Other	11/22/2017
Dollar General #1574 Agreement	Other	11/22/2017
Dollar General #1574 Order	Other	11/22/2017
D&S Xpress Agreement	Other	11/22/2017
D&S Xpress Order	Other	11/22/2017
Kum & Go Agreement	Other	11/22/2017
Kum & Go Order	Other	11/22/2017
Super Quik Stop Agreement	Other	11/22/2017
Super Quik Stop Order	Other	11/22/2017
Resolution 17-271	Resolution	11/22/2017

IN RE:

Bucky's Express #34
3501 W. Broadway
Council Bluffs, IA 51501

**ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT**

I/We hereby knowingly and voluntarily acknowledge that we have received the **Complaint and Hearing Notice** in the above case. I/We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I/We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I/We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I/We have enclosed a check in the amount of \$300.00, made payable to the City of Council Bluffs, Iowa, to settle the above-referenced complaint. The above-captioned permit holder hereby waives all jurisdictional claims.

DATED this 3 day of November, 2017.

Bob Buchanan - Acct
Printed Name & Job Title

[Signature]
Signature

NOTE: This must be signed by an individual cigarette permittee or, in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document (properly signed and dated), along with your \$300.00 check made payable to the City of Council Bluffs, Iowa, should be returned to:

Council Bluffs City Attorney
City Hall-Legal Dept
209 Pearl Street
Council Bluffs, IA 51503

CITY OF COUNCIL BLUFFS
Date / Time : 11/07/17 14:16
Payment : \$ 300.00
Receipt # : 552143
Check/Credit Card #: 548737
Clerk : lobby
Paid By : BUCKS INC

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Bucky's Express #34
3501 W. Broadway
Council Bluffs, IA 51501

**ORDER ACCEPTING THE
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT-FIRST VIOLATION**

ON this 28th day of November, 2017, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on January 29, 2017 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the executed Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with the Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

Copies to Legal City Clerk

CITY OF COUNCIL BLUFFS
Date-Time : 11/09/17 16:35
Payment : \$ 300.00
Receipt # : 553033
Check/Credit Card #: 548795
Clerk : kdoty
Paid By : BUCK'S INC

IN RE:

Bucky's Express #19
1 839 Madison Ave.
Council Bluffs, IA 51503

**ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT**

I/We hereby knowingly and voluntarily acknowledge that we have received the **Complaint and Hearing Notice** in the above case. I/We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I/We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I/We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I/We have enclosed a check in the amount of \$300.00, made payable to the City of Council Bluffs, Iowa, to settle the above-referenced complaint. The above-captioned permit holder hereby waives all jurisdictional claims.

DATED this 7th day of November, 2017.

Dob Buchanan Acrt
Printed Name & Job Title

[Signature]
Signature

NOTE: This must be signed by an individual cigarette permittee or, in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document (properly signed and dated), along with your \$300.00 check made payable to the City of Council Bluffs, Iowa, should be returned to:

Council Bluffs City Attorney
City Hall-Legal Dept
209 Pearl Street
Council Bluffs, IA 51503

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Bucky's Express #19
1839 Madison Ave.
Council Bluffs, IA 51503

**ORDER ACCEPTING THE
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT-FIRST VIOLATION**

ON this 28th day of November, 2017, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on February 2, 2017 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the executed Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with the Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

IN RE:

Dolgencorp, LLC
d/b/a Dollar General Store #1574
2731 E. Kanesville Blvd.
Council Bluffs, IA 51503

ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT

I/We hereby knowingly and voluntarily acknowledge that we have received the Complaint and Hearing Notice in the above case. I/We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I/We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I/We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I/We have enclosed a check in the amount of \$300.00, made payable to the City of Council Bluffs, Iowa, to settle the above-referenced complaint. The above-captioned permit holder hereby waives all jurisdictional claims.

DATED this 20th day of November 2017.

Mia Savaloy, Sr Director
Printed Name and Job Title
Mia Savaloy
Signature

NOTE: This must be signed by an individual cigarette permittee or, in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document (properly signed and dated), along with your \$300.00 check made payable to the City of Council Bluffs, Iowa, should be returned to:

Council Bluffs City Attorney
City Hall-Legal Dept
209 Pearl Street
Council Bluffs, IA 51503

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Dollar General Store #1574
2731 E. Kaneshville Blvd.
Council Bluffs, IA 51503

**ORDER ACCEPTING THE
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT-FIRST VIOLATION**

ON this 28th day of November, 2017, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on February 2, 2017 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the executed Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with the Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

CITY OF COUNCIL BLUFFS
Date / Time : 11/15/17 13:37
Payment : \$ 300.00
Receipt #: 556538
Check/Credit Card #: 4115
Clerk : jfletcher
Paid By : D & S XPRESS

IN RE:

Trace Enterprises, Inc. d/b/a D&S Xpress
1220 North 25th Street
Council Bluffs, IA 51501

**ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT**

I/We hereby knowingly and voluntarily acknowledge that we have received the **Complaint and Hearing Notice** in the above case. I/We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I/We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I/We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I/We have enclosed a check in the amount of \$300.00, made payable to the City of Council Bluffs, Iowa, to settle the above-referenced complaint. The above-captioned permit holder hereby waives all jurisdictional claims.

DATED this 13th day of November, 2017.

Don Debelin Owner
Printed Name and Job Title
Don Debelin
Signature

NOTE: This must be signed by an individual cigarette permittee or, in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document (properly signed and dated), along with your \$300.00 check made payable to the City of Council Bluffs, Iowa, should be returned to:

Council Bluffs City Attorney
City Hall-Legal Dept
209 Pearl Street
Council Bluffs, IA 51503

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

D&S Xpress
1220 North 25th Street
Council Bluffs, IA 51501

**ORDER ACCEPTING THE
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT-FIRST VIOLATION**

ON this 28th day of November, 2017, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on February 2, 2017 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the executed Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with the Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

IN RE:


Kum & Go LLC
d/b/a Kum & Go #219
154 Bennett Avenue
Council Bluffs, IA 51503

**ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT**

I/We hereby knowingly and voluntarily acknowledge that we have received the **Complaint and Hearing Notice** in the above case. I/We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I/We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I/We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I/We have enclosed a check in the amount of \$300.00, made payable to the City of Council Bluffs, Iowa, to settle the above-referenced complaint. The above-captioned permit holder hereby waives all jurisdictional claims.

DATED this 10th day of November, 2017.

Joel Huston, Sr. Legal Counsel
Printed Name and Job Title


Signature

NOTE: This must be signed by an individual cigarette permittee or, in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document (properly signed and dated), along with your \$300.00 check made payable to the City of Council Bluffs, Iowa, should be returned to:

Council Bluffs City Attorney
City Hall-Legal Dept
209 Pearl Street
Council Bluffs, IA 51503

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Kum & Go #219
154 Bennett Avenue
Council Bluffs, IA 51503

**ORDER ACCEPTING THE
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT-FIRST VIOLATION**

ON this 28th day of November, 2017, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on February 2, 2017 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the executed Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with the Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

IN RE:

Kate Johnson
d/b/a Super Quik Stop
2800 Twin City Drive
Council Bluffs, IA 51501

**ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT**

I/We hereby knowingly and voluntarily acknowledge that we have received the **Complaint and Hearing Notice** in the above case. I/We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I/We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I/We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I/We have enclosed a check in the amount of \$300.00, made payable to the City of Council Bluffs, Iowa, to settle the above-referenced complaint. The above-captioned permit holder hereby waives all jurisdictional claims.

DATED this 14 day of November, 2017.

Kate Johnson / owner
Printed Name and Job Title
Kate Johnson
Signature

NOTE: This must be signed by an individual cigarette permittee or, in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document (properly signed and dated), along with your \$300.00 check made payable to the City of Council Bluffs, Iowa, should be returned to:

Council Bluffs City Attorney
City Hall-Legal Dept
209 Pearl Street
Council Bluffs, IA 51503

CITY OF COUNCIL BLUFFS
RECEIVED
DATE / TIME
BY

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Super Quik Stop
2800 Twin City Drive
Council Bluffs, IA 51501

**ORDER ACCEPTING THE
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT-FIRST VIOLATION**

ON this 28th day of November, 2017, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on January 29, 2017 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the executed Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with the Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

RESOLUTION NO. 17-271

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ORDER ACCEPTING THE ACKNOWLEDGMENT/SETTLEMENT AGREEMENTS FROM THE FOLLOWING BUSINESSES FOR VIOLATIONS OF IOWA CODE SECTION 453A.2(1): BUCKY’S EXPRESS #19, 1839 MADISON AVENUE, COUNCIL BLUFFS, IA 51503; BUCKY’S EXPRESS #34, 3501 W. BROADWAY, COUNCIL BLUFFS, IA 51501; DOLLAR GENERAL STORE #1574, 2731 E. KANESVILLE BLVD., COUNCIL BLUFFS, IA 51503; D&S XPRESS, 1220 NORTH 25TH STREET, COUNCIL BLUFFS, IA 51501; KUM & GO #220, 2024 5TH AVENUE, COUNCIL BLUFFS, IA 51503; SUPER QUIK STOP, 2800 TWIN CITY DRIVE, COUNCIL BLUFFS, IA 51501.

WHEREAS, the Iowa Alcoholic Beverages Division has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs earlier this year resulted in a citation being issued to an employee of each of the following businesses:

1. Bucky’s Express #19, 1839 Madison Avenue, Council Bluffs, IA 51503 on or about February 2, 2017;
2. Bucky’s Express #34, 1301 W. Broadway, Council Bluffs, IA 51501 on or about January 29, 2017, 2017;
3. Dollar General Store #1574, 2731 E. Kaneshville Blvd., Council Bluffs, IA 51503;
4. D&S Xpress, 1220 North 25th Street, Council Bluffs, IA 51501 on or about February 2, 2017
5. Kum & Go #219, 154 Bennett Avenue, Council Bluffs, IA 51503 on or about February 2, 2017;
6. Super Quik Stop, 2800 Twin City Drive, Council Bluffs, IA 5150 on or about January 29, 2017; and

WHEREAS, the mandatory civil penalty of \$300.00 has been paid by each of the businesses and it is in the best interest of the City to execute an Order accepting the Acknowledgment/Settlement Agreements from each business.

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

That the Mayor is hereby authorized to execute the Order Accepting the Acknowledgment/Settlement Agreements from Bucky’s Express #19, Bucky’s Express #34, Dollar General Store #1574, Kum & Go #219, Super Quik Stop D&S Xpress for violations of Iowa Code Section 453A.2.

ADOPTED
AND
APPROVED

November 27 2017.

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW17-06B
Submitted by: Matthew Cox, City Engineer

Resolution 17-272

Council Action: 11/27/2017

Description
Resolution accepting the bid of Valley Corporation in the amount of \$885,355.82 for the Levee Certification Project, Drainage MR_2. Project # PW17-06B.

Background/Discussion
On November 16, 2017, bids were received in the office of the city clerk as follows:

Valley Corporation, Valley, NE	\$885,355.82
Eriksen Construction, Blair, NE	\$961,814.20
Judds Bros. Construction, Lincoln, NE	\$1,050,936.50
Engineer's Estimate (HDR)	\$849,421.00

In order to meet the criteria for levee certification, improvements to each of the levee systems will be necessary. This project also addresses deficiencies identified during past USACE inspections.

The purpose of the Drainage MR_2 project is to replace deteriorated drainage structure pipes, rehabilitate the associated gate well structures, and remove unacceptable tree, utility and fence encroachments.

This FY17 CIP included \$2,278,000 funded by the Iowa Flood Mitigation Program and \$2,722,000 in Sales Tax Funds programmed for levee improvements.

Construction is scheduled to start in December 2017 and be complete by May 2018.

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 17-272	Resolution	11/22/2017

RESOLUTION
NO 17-272

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
VALLEY CORPORATION FOR THE
LEVEE CERTIFICATION PROJECT, DRAINAGE MR_2
PROJECT #PW17-06B**

WHEREAS, the plans, specifications, and form of contract for the Levee Certification Project, Drainage MR_2 are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on October 23, 2017, and the plans, specifications and form of contract were approved; and

WHEREAS, Valley Corporation has submitted a low bid in the amount of \$885,355.82 for this contract.

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

That the bid of Valley Corporation in the amount of \$885,355.82 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Levee Certification Project, Drainage MR_2; and

BE IT FURTHER RESOLVED

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

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

November 27, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Legal
Case/Project No.:
Submitted by: Jessica Maas

Resolution 17-273

Council Action: 11/27/2017

Description
Resolution authorizing the Mayor to execute the order accepting the acknowledgment/settlement agreement from Andrew's Lounge & Car Wash, 1210 North 25th Street for violation of Iowa Code Section 453A.2(1)

Background/Discussion
A citation was issued to an employee of Andrew's Lounge & Car Wash on 2/4/17. We pursued a civil penalty against the permit holder of the business for a second violation because they had a first violation on 2/12/15 and paid the \$300 civil penalty at that time. The option for a second violation is a \$1,500.00 civil penalty or a 30 day suspension of the cigarette permit. The executed Acknowledgment/Settlement Agreement has been received and a resolution has been prepared authorizing the Mayor to execute the Order to Accept the Acknowledgement/Settlement Agreement from Andrew's Lounge accepting the requested suspension of their cigarette permit for 30 days.

Recommendation
Authorize the Mayor to execute an Order Accepting the Acknowledgment/Settlement Agreement from Andrew's Lounge & Car Wash for violation of Iowa Code Section 453A.2.

ATTACHMENTS:

Description	Type	Upload Date
Settlement Agreement	Agreement	11/17/2017
Order	Other	11/17/2017
Resolution 17-273	Resolution	11/22/2017

Retailer: Andrews Lounge d/b/a Andrew's Lounge & Car Wash 1210 N. 25 th Street Council Bluffs, IA 51501	Permit Holder: Andrew's Lounge 1210 N. 25 th Street Council Bluffs, IA 51501 ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
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1. The undersigned hereby knowingly and voluntarily acknowledges the following:
 - a. Retailer and Permit Holder have received the Complaint in the above case.
 - b. The facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, are true and correct.
 - c. Permit Holder has the right to a hearing and voluntarily waives same and submits to the statutory penalties prescribed by Iowa law.
 - d. Alexis Anson, an employee of Retailer, sold tobacco to a minor on February 4, 2017, in violation of Iowa Code Section 453A.2.
 - e. The violation noted in paragraph "d" herein, will count as an official second violation of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22.

2. To settle the above-referenced Complaint (please check one):

enclosed with this Acknowledgment /Settlement Agreement is a check in the amount of \$1,500.00 made payable to the City of Council Bluffs:

OR

Acknowledgment of a 30 day suspension beginning on the date that will be specified in the official order received from the City of Council Bluffs.

3. Permit Holder acknowledges that in order to conclude this matter the Council Bluffs City Council must approve this settlement agreement.

11-17-17
Date

James Andrews
Printed Name

James Andrews
Signature

NOTE: This must be signed by an individual cigarette permittee or, in the case of another business entity, by the individual(s) who has (have) authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document (properly signed and dated), along with your \$1,500.00 check made payable to the City of Council Bluffs, Iowa, **OR** acknowledgment of a 30 day permit suspension should be returned to:

Council Bluffs City Attorney
City Hall-Legal Dept
209 Pearl Street
Council Bluffs, IA 51503

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Andrews Lounge d/b/a
Andrew's Lounge & Car Wash
1210 N. 25th Street
Council Bluffs, IA 51501

**ORDER ACCEPTING THE
ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT**

ON this 28th day of November, 2017, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a second violation of Iowa Code section 453A.2 occurred within a two year time period, the most recent of which occurred on February 4, 2017 and that the mandatory sanction for this second violation is a \$1,500.00 civil penalty or a thirty (30) day suspension of the cigarette permit. The permit holder has chosen the thirty (30) day suspension of the cigarette permit.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. The thirty (30) day suspension of the permit holder's cigarette permit shall begin on November 28, 2017. This sanction is consistent with the Iowa Code section 453A.22(2)(b) for a second violation of Iowa Code section 453A.2(1).

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

RESOLUTION NO. 17-273

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ORDER ACCEPTING THE ACKNOWLEDGMENT/SETTLEMENT AGREEMENT FROM ANDREW'S LOUNGE & CAR WASH, 1210 NORTH 25TH STREET, COUNCIL BLUFFS, IOWA 51501 FOR VIOLATION OF IOWA CODE SECTION 453A.2(1).

WHEREAS, the Iowa Alcoholic Beverages Division has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs earlier this year resulted in a citation being issued to an employee of Andrew's Lounge & Car Wash, 1210 North 25th Street, Council Bluffs, IA 51501; and

WHEREAS, the permit holder has indicated that he wishes to have his license suspended for 30 days to be surrendered upon the date the Mayor executes the Order accepting the Acknowledgment/Settlement; and

WHEREAS, It is in the best interest of the City to execute an Order accepting the Acknowledgment/Settlement Agreement from Andrew's Lounge & Car Wash.

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

That the Mayor is hereby authorized to execute the Order Accepting the Acknowledgment/Settlement Agreement from Andrew's Lounge & Car Wash for violation of Iowa Code Section 453A.2.

ADOPTED
AND
APPROVED

November 27, 2017.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Police
Case/Project No.: PD 18-01
Submitted by: Chief Tim Carmody, Chief of
Police

Resolution 17-274

Council Action: 11/27/2017

Description
Resolution authorizing the purchase of emergency generator equipment and services in the amount of \$119,135 for the Police Department Headquarters project. Project# PD18-01.

Background/Discussion

- In September 2015 a team from the Police Department, a citizen study group, and other City staff began working with an architecture team to conduct a needs assessment to determine the needs and scope of a new police headquarters and site selection.
- In May 2016 the citizens of Council Bluffs approved a \$20 million bond to fund acquisition of the land, as well as the design and construction of the new police headquarters.
- In July 2016 a design team was selected and approved by Council. The team, comprised of the internal planning team from the City and Police Department, Hoefer Wysocki Architecture and Project Advocates have diligently worked on the final design of the facility.
- On October 4, 2017 two sealed bids were received in the office of the City Clerk for the Police Department Headquarters for this bid package – Project #PD18-01. Both bids were rejected.
- On October 23, 2017 Council approved a resolution to rebid this bid package.
- On November 13, 2017 two sealed bids were received in the office of the City Clerk for the Police Department Headquarters for this bid package – Project #PD18-01.as follows:
 1. NMC Power Systems - \$119,135
 2. Cummins Sales & Service - \$173,890
- The budget projection for these services was \$150,000. The expenses are already included in the overall budget for the project. The project is on schedule and under budget.

The project schedule is as follows:
Award this bid pkg. November 27, 2017
Construction began July 11, 2017
Certificate of Occupancy November 9, 2018
Final Completion December 10, 2018

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Emergency Generator Equipment and Service Agreement	Agreement	11/17/2017
Resolution 17-274	Resolution	11/22/2017

AGREEMENT

This AGREEMENT is made and entered this 27th day of November, 2017, by and between the City of Council Bluffs, Iowa, hereinafter called the Owner, and NMC Power Systems, hereinafter called the Contractor, with said Agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the 13th day of November 2017, did submit a proposal to the Owner on certain Plans and Specifications entitled ***“Police Department Headquarters, City of Council Bluffs, No. PD 18-01, Emergency Generator Equipment and Service”*** a copy of which Proposal is hereto attached and made a part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Notice to Bidders, Instructions to Bidders, General Conditions, Supplemental Specifications, Special Provisions, Proposal, Agreement, Bonds, Standard Details, Construction Drawings, Addenda and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
2. The Contractor agrees to furnish all labor, mechanics for labor, tools, materials, and equipment to complete the construction under this Contract in a good and workmanlike manner in accordance with the Plans and Specifications.
3. The Owner agrees to pay the Contractor in accordance with the provisions of the accepted proposal. Services shall be performed as requested, or as required by the plans and specifications for the project, with scheduling by the Owner or the Owner's designated representative.
4. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitutions or changes in said plans and specifications shall be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
5. The Contractor shall complete the work under this Contract within the time allotted by the Notice to Bidders or by an approved extension thereof.

IN WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures.

Executed for Contractor:

By: _____

(Title)

ATTEST: (Witness)

Date Signed

Bonds and Insurance Approved By:

City Attorney: Richard B. Wade

Non Discrimination in Employment
Clause Compliance

Approved By: Human Relations Department

Executed by City:

By: _____
Mayor: Matthew J. Walsh

ATTEST: (Witness)

Date Signed

City Clerk: Jodi Quakenbush

RESOLUTION
NO 17-274

**RESOLUTION AUTHORIZING THE PURCHASE OF EMERGENCY
GENERATOR EQUIPMENT AND SERVICES FOR THE HEADQUARTERS
POLICE DEPARTMENT PROJECT #PD 18-01**

- WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk; and
- WHEREAS, a Notice of Public Hearing was published as required by law, and a public hearing was held on August 14, 2017; and
- WHEREAS, NMC Power Systems has submitted a qualified low base bid in the amount of \$119,135 for this contract; and

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

That the bid of NMC Power Systems in the amount of \$119,135 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Police Department Headquarters Project; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with NMC Power Systems for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance as required by the contract specifications.

AND BE IT FURTHER RESOLVED

That the aforementioned project is encompassed by the language of the General Obligation Bond approved by voters May 3, 2016 and as such this is an appropriate expenditure of the that Bond.

ADOPTED
AND
APPROVED

November 27, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

 **AIA**® Document A151™ – 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

AGREEMENT made as of the 27th day of November in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503
Telephone Number: 712.256.7155
Fax Number: 712.328.4975

and the Vendor:
(Name, legal status, address and other information)

Midwest Storage Solutions, Inc.
5845 So.118th Circle
Omaha, NE
68137

for the following Project:
(Name, location and detailed description)

Council Bluffs Police Station
Council Bluffs, IA
58,000sf, two-story police station with an approximately 6,000sf outbuilding and associated site improvements per the City's RFP-FY16-47 dated May 31, 2016.

The Architect:
(Name, legal status, address and other information)

Hoefler Wysocki Architects, LLC
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211
Telephone Number: 913.307.3700
Fax Number: 913.307.3710

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 ENUMERATION OF CONTRACT DOCUMENTS
- 6 MISCELLANEOUS PROVISIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of this Agreement

§ 2.2 The Vendor shall complete the Work not later than the following date: 11/9/2018
(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

Portion of Work	Substantial Completion date
none	11/9/2018

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be Two hundred seventy-nine thousand, eight hundred and forty-nine dollars and forty-five cents (\$ 279,849.45), subject to additions and deductions as provided in the Contract Documents, broken down as follows:

- Storage systems - \$104,296.55
 - Weapons storage - \$175,552.90 (includes Alternate 1, STO 16: Pass-Thru Evidence Lockers and Drop)
- Total \$279,849.45 (includes discount for award of both packages)

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

No deposits required. Payments net 30 days from City approved invoicing

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™–2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated 10/26/2017, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

Letter, Notice to Bidders and Request for Proposal dated 10/26/2017, 154 pages

Section	Title	Pages
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§ 5.4 The Drawings are enumerated as follows:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

see 5.3 above

Number	Title	Date
---------------	--------------	-------------

§ 5.5 Addenda, if any, are enumerated as follows:

(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
6	10/10/17	79

§ 5.6 Other Contract Documents are as follows:

(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

Overall Project Plans and Specifications as issued by Hoefler Wysocki Architecture

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

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§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007.
(List any required limits for insurance.)

Type of insurance

Limit of liability (\$0.00)

See 5.3 Documents above, section 2.13

This Agreement entered into as of the day and year first written above.

OWNER(Signature)

VENDOR(Signature)

Matt Walsh, Mayor

(Printed name and title)

(Printed name and title)

AIA® Document A251™ – 2007

General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

Council Bluffs Police Station
Council Bluffs, IA
58,000sf, two-story police station with an approximately 6,000sf outbuilding and associated site improvements per the City's RFP-FY16-47 dated May 31, 2016.

THE OWNER:

(Name, legal status, address and other information)

City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503
Telephone Number: 712.256.7155
Fax Number: 712.328.4975

THE ARCHITECT:

(Name, legal status, address and other information)

Hoefer Wysocki Architects, LLC
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211
Telephone Number: 913.307.3700
Fax Number: 913.307.3710

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 VENDOR**
- 4 TITLE AND RISK OF LOSS**
- 5 DELIVERY AND INSTALLATION**
- 6 ACCEPTANCE**
- 7 WARRANTIES**
- 8 PAYMENT**
- 9 ARCHITECT**
- 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS**
- 11 TIME**

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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12 PROTECTION OF PERSONS AND PROPERTY

13 INSURANCE

14 MISCELLANEOUS PROVISIONS

15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Vendor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.

§ 1.1.2 **Modification.** A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.

§ 1.1.3 **The Contract.** The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Vendor; (2) between the Owner and a sub-vendor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.4 **The Work.** The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.

§ 1.1.5 **The Project.** The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.

§ 1.1.6 **The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.7 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.

§ 1.1.8 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.

§ 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.3.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.3.2 The Vendor, sub-vendors and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.4 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
- .2 access to the premises for the Vendor at reasonable times;
- .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
- .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
- .5 security normal for the Project premises.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 3 VENDOR

§ 3.1 GENERAL

§ 3.1.1 The Vendor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Vendor" means the Vendor or the Vendor's authorized representative.

§ 3.1.2 The Vendor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Vendor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons or entities other than the Vendor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR

§ 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.

§ 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

§ 3.3 SUPERVISION OF THE WORK

§ 3.3.1 The Vendor shall supervise and direct the Work, using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of fabrication, shipment, delivery and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.

§ 3.3.3 The Vendor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

§ 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.

§ 3.4.3 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 TAXES

The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor.

§ 3.6 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

§ 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required as of that date.

§ 3.6.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7 SUPERINTENDENT

The Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during performance of the Work. The superintendent shall represent the Vendor, and communications given to the superintendent shall be as binding as if given to the Vendor.

§ 3.8 VENDOR'S SCHEDULES

§ 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 3.8.3 The Vendor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.

§ 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate

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in determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.

§ 3.10.2 Product Data are manufacturer's illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate materials or equipment for some portion of the Work.

§ 3.10.3 Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.

§ 3.10.4 The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submitted schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate vendors.

§ 3.10.5 By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.10.6 The Vendor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data or similar submittals until the respective submittal has been approved by the Architect.

§ 3.10.7 The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work or (2) a Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.

§ 3.10.8 The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.10.9 Samples, once approved, constitute an express warranty that the goods will conform to the sample.

§ 3.10.10 When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

§ 3.11 CLEANING UP

§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

§ 3.12 INDEMNIFICATION

§ 3.12.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.

§ 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 TITLE AND RISK OF LOSS

§ 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.

§ 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.

§ 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

ARTICLE 5 DELIVERY AND INSTALLATION

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule or at a time agreed upon by the Owner and Architect.

§ 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.

§ 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.

§ 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.

§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with schedules for access and arrange for the use of elevators and unloading facilities.

§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

ARTICLE 6 ACCEPTANCE

§ 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.

§ 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.

§ 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.

§ 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.

§ 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.

§ 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.

§ 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

ARTICLE 7 WARRANTIES

§ 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.

§ 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.

§ 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

ARTICLE 9 ARCHITECT

§ 9.1 GENERAL

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 9.2 ADMINISTRATION OF THE CONTRACT

§ 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.

§ 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed; and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.

§ 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.

§ 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS

§ 10.1.1 The Owner reserves the right to perform activities related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.

§ 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term "Vendor" in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.

§ 10.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate vendor with the Work of the Vendor, who shall cooperate with them. The Vendor shall participate with other separate vendors and the Owner in reviewing their progress schedules. The Vendor shall make any revisions to the progress schedule deemed necessary after a joint review and mutual agreement. The progress schedules shall then constitute the schedules to be used by the Vendor, separate vendors and the Owner until subsequently revised.

§ 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

§ 10.2 MUTUAL RESPONSIBILITY

§ 10.2.1 The Vendor shall afford the Owner and separate vendors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Vendor's activities with theirs as required by the Contract Documents.

§ 10.2.2 If part of the Vendor's Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor's delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.

§ 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

§ 10.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Vendor, separate vendors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and, with the Architect's assistance, allocate the cost among those responsible.

ARTICLE 11 TIME

§ 11.1 DEFINITION OF DAY

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 11.2 PROGRESS AND COMPLETION

§ 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.

§ 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

§ 11.3 DELAYS AND EXTENSIONS OF TIME

§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES

§ 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed-upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.

§ 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.

§ 11.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY

§ 12.2.1 The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.

§ 12.2.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 12.2.3 When use or storage of flammable, volatile or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Vendor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

Init.

§ 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor.

ARTICLE 13 INSURANCE

§ 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 3.12.1; and
- .9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period specified in the Contract Documents.

§ 13.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 13.1.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage including coverage for completed operations shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.

§ 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall

assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Vendor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.1 Notice of Claims. Claims by either party must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2 Continuing Contract Performance. Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.3 Claims for Consequential Damages. The Vendor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

§ 15.3 MEDIATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written consent.

§ 15.4.4.3 The Owner and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Vendor under this Agreement.



New Police Headquarters

Bid Date: 11/13/2017



HOEFER WYSOCKI



PROJECT ADVOCATES
Your Project. Our Passion.

Proposal Analysis - Bid Package #4: Furniture, Storage, Weapons Storage

4A Furniture:

	Co Name	Encompas	SBI	Office Interior & Design	Staples	Pay-Less
Bid Bond		yes	yes	yes	yes	yes
Base Bid		\$592,894.00	\$562,906.00	\$534,234.00	\$558,205.00	\$518,261.00
Other		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$592,894.00	\$562,906.00	\$534,234.00	\$558,205.00	\$518,261.00
		High				Low

4B Storage:

	Co Name	Encompas	Midwest Storage	SBI
Bid Bond		yes	yes	yes
Base Bid		\$220,929.00	\$104,296.55	\$396,983.00
Other		\$0.00	\$0.00	\$0.00
TOTAL		\$220,929.00	\$104,296.55	\$396,983.00
		Low		High

4C Weapons Storage:

	Co Name	Carroll Seating	Encompas	Midwest Storage	SBI
Bid Bond		yes	yes	yes	yes
Base Bid		\$192,132.00	\$275,560.00	\$175,522.90	\$396,983.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$192,132.00	\$275,560.00	\$175,522.90	\$396,983.00
			Low		High

RESOLUTION
NO 17-275

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH MIDWEST STORAGE SOLUTIONS TO PROVIDE
STORAGE, WEAPONS STORAGE EQUIPMENT AND SERVICES FOR
THE POLICE DEPARTMENT HEADQUARTERS PROJECT #PD 18-01**

WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk; and

WHEREAS, Midwest Storage Solutions has submitted a qualified low base bids in the amounts of \$104,297 and \$175,523 for a total of \$279,820 for these bid packages and this contract; and

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

That the bids of Midwest Storage Solutions has submitted the qualified low base bids in the amounts of \$104,297 and \$175,523 for a total of \$279,820 are hereby accepted as the lowest and best bids received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Police Department Headquarters Project; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Midwest Storage Solutions for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance as required by the contract specifications.

AND BE IT FURTHER RESOLVED

That the aforementioned project is encompassed by the language of the General Obligation Bond approved by voters May 3, 2016 and as such this is an appropriate expenditure of the that Bond.

ADOPTED
AND
APPROVED

November 27, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Police
Case/Project No.: PD 18-01
Submitted by: Tim Carmody, Chief of Police

Resolution 17-276

Council Action: 11/27/2017

Description
Resolution accepting the bid of Pay-Less Office Products in the amount of \$518,261 to provide furniture and services for the Police Department Headquarters project. Project# PD18-01.

Background/Discussion

- In September 2015 a team from the Police Department, a citizen study group, and other City staff began working with an architecture team to conduct a needs assessment to determine the needs and scope of a new police headquarters and site selection.
- In May 2016 the citizens of Council Bluffs approved a \$20 million bond to fund acquisition of the land, as well as the design and construction of the new police headquarters.
- In July 2016 a design team was selected and approved by Council. The team, comprised of the internal planning team from the City and Police Department, Hoefer Wysocki Architecture and Project Advocates have diligently worked on the final design of the facility.
- On November 13, 2017 five qualified sealed bids were received by Hoefer Wysocki, Inc. for the Police Department Headquarters for this bid package – Project #PD18-01.
- The bids are broken down in the attachment, with the low bid for this bid package provided by Pay-Less Office Products for a total of \$518,261.
- The budget projection for these services was \$388,000. Although this bid package is over budget projections the overall budget for this bid package is still roughly \$79,000 under projects due to cost savings in the other components. The expenses are already included in the overall budget for the project. The project is on schedule and under budget.

The project schedule is as follows:
Award this bid pkg. November 27, 2017
Construction began July 11, 2017
Certificate of Occupancy November 9, 2018
Final Completion December 10, 2018

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
BP#4 Proposal Analysis	Other	11/21/2017
Contract	Agreement	11/21/2017
Contract	Agreement	11/21/2017
Resolution 17-276	Resolution	11/22/2017



New Police Headquarters

Bid Date: 11/13/2017



HOEFER WYSOCKI



PROJECT ADVOCATES
Your Project. Our Passion.

Proposal Analysis - Bid Package #4: Furniture, Storage, Weapons Storage

4A Furniture:

	Co Name	Encompas	SBI	Office Interior & Design	Staples	Pay-Less
Bid Bond		yes	yes	yes	yes	yes
Base Bid		\$592,894.00	\$562,906.00	\$534,234.00	\$558,205.00	\$518,261.00
Other		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$592,894.00	\$562,906.00	\$534,234.00	\$558,205.00	\$518,261.00
		High				Low

4B Storage:

	Co Name	Encompas	Midwest Storage	SBI
Bid Bond		yes	yes	yes
Base Bid		\$220,929.00	\$104,296.55	\$396,983.00
Other		\$0.00	\$0.00	\$0.00
TOTAL		\$220,929.00	\$104,296.55	\$396,983.00
		Low		High

4C Weapons Storage:

	Co Name	Carroll Seating	Encompas	Midwest Storage	SBI
Bid Bond		yes	yes	yes	yes
Base Bid		\$192,132.00	\$275,560.00	\$175,522.90	\$396,983.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$192,132.00	\$275,560.00	\$175,522.90	\$396,983.00
			Low		High



AIA® Document A151™ – 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

AGREEMENT made as of the 27th day of November in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503
Telephone Number: 712.256.7155
Fax Number: 712.328.4975

and the Vendor:
(Name, legal status, address and other information)

Pay-LESS Office Products, Inc.
13467 Chandler Rd.
Omaha, NE
68138

for the following Project:
(Name, location and detailed description)

Council Bluffs Police Station
Council Bluffs, IA
58,000sf, two-story police station with an approximately 6,000sf outbuilding and associated site improvements per the City's RFP-FY16-47 dated May 31, 2016.

The Architect:
(Name, legal status, address and other information)

Hoefer Wysocki Architects, LLC
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211
Telephone Number: 913.307.3700
Fax Number: 913.307.3710

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 ENUMERATION OF CONTRACT DOCUMENTS**
- 6 MISCELLANEOUS PROVISIONS**

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of this Agreement

§ 2.2 The Vendor shall complete the Work not later than the following date: 11/16/2018

(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

Portion of Work

none

Substantial Completion date

11/16/2018

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be Five hundred eighteen thousand, two hundred and sixty one dollars and fifty eight cents (\$ 518,261.58), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

No deposits required. Payments net 30 days from City approved invoicing

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™-2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated 10/26/2017, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

Letter, Notice to Bidders and Request for Proposal dated 10/26/2017, 154 pages

Section	Title	Pages
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§ 5.4 The Drawings are enumerated as follows:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

see 5.3 above

Number	Title	Date
--------	-------	------

§ 5.5 Addenda, if any, are enumerated as follows:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
6	10/10/17	79

§ 5.6 Other Contract Documents are as follows:
(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

Overall Project Plans and Specifications as issued by Hoefler Wysocki Architecture

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251-2007.
(List any required limits for insurance.)

Init.

Type of insurance

See 5.3 Documents above, section 2.13

Limit of liability (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER(Signature)

Matt Walsh, Mayor

(Printed name and title)

VENDOR(Signature)

(Printed name and title)

AIA[®] Document A251[™] – 2007

General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

Council Bluffs Police Station
Council Bluffs, IA
58,000sf, two-story police station with an approximately 6,000sf outbuilding and associated site improvements per the City's RFP-FY16-47 dated May 31, 2016.

THE OWNER:

(Name, legal status, address and other information)

City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503
Telephone Number: 712.256.7155
Fax Number: 712.328.4975

THE ARCHITECT:

(Name, legal status, address and other information)

Hoefer Wysocki Architects, LLC
11460 Tomahawk Creek Parkway, Suite 400, Leawood, KS 66211
Telephone Number: 913.307.3700
Fax Number: 913.307.3710

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 VENDOR
- 4 TITLE AND RISK OF LOSS
- 5 DELIVERY AND INSTALLATION
- 6 ACCEPTANCE
- 7 WARRANTIES
- 8 PAYMENT
- 9 ARCHITECT
- 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 11 TIME

ADDITIONS AND DELETIONS:

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

12 PROTECTION OF PERSONS AND PROPERTY

13 INSURANCE

14 MISCELLANEOUS PROVISIONS

15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 **The Contract Documents.** The Contract Documents are enumerated in the Agreement between the Owner and Vendor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.

§ 1.1.2 **Modification.** A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.

§ 1.1.3 **The Contract.** The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Vendor; (2) between the Owner and a sub-vendor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.4 **The Work.** The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.

§ 1.1.5 **The Project.** The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.

§ 1.1.6 **The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.7 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.

§ 1.1.8 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.

§ 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.3.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.3.2 The Vendor, sub-vendors and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.4 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
- .2 access to the premises for the Vendor at reasonable times;
- .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
- .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
- .5 security normal for the Project premises.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 3 VENDOR

§ 3.1 GENERAL

§ 3.1.1 The Vendor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Vendor" means the Vendor or the Vendor's authorized representative.

§ 3.1.2 The Vendor shall perform the Work in accordance with the Contract Documents.

Init.

§ 3.1.3 The Vendor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons or entities other than the Vendor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR

§ 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.

§ 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

§ 3.3 SUPERVISION OF THE WORK

§ 3.3.1 The Vendor shall supervise and direct the Work, using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of fabrication, shipment, delivery and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.

§ 3.3.3 The Vendor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

§ 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.

§ 3.4.3 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 TAXES

The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor.

§ 3.6 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

§ 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required as of that date.

§ 3.6.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7 SUPERINTENDENT

The Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during performance of the Work. The superintendent shall represent the Vendor, and communications given to the superintendent shall be as binding as if given to the Vendor.

§ 3.8 VENDOR'S SCHEDULES

§ 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 3.8.3 The Vendor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.

§ 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate

in determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.

§ 3.10.2 Product Data are manufacturer's illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate materials or equipment for some portion of the Work.

§ 3.10.3 Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.

§ 3.10.4 The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submitted schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate vendors.

§ 3.10.5 By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.10.6 The Vendor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data or similar submittals until the respective submittal has been approved by the Architect.

§ 3.10.7 The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work or (2) a Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.

§ 3.10.8 The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.10.9 Samples, once approved, constitute an express warranty that the goods will conform to the sample.

§ 3.10.10 When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

§ 3.11 CLEANING UP

§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

§ 3.12 INDEMNIFICATION

§ 3.12.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.

§ 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 TITLE AND RISK OF LOSS

§ 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.

§ 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.

§ 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

ARTICLE 5 DELIVERY AND INSTALLATION

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule or at a time agreed upon by the Owner and Architect.

§ 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.

§ 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.

§ 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.

§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with schedules for access and arrange for the use of elevators and unloading facilities.

§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

ARTICLE 6 ACCEPTANCE

§ 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.

§ 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.

§ 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.

§ 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.

§ 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.

§ 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.

§ 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

ARTICLE 7 WARRANTIES

§ 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.

§ 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.

§ 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

ARTICLE 9 ARCHITECT

§ 9.1 GENERAL

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 9.2 ADMINISTRATION OF THE CONTRACT

§ 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.

§ 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed; and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.

§ 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.

§ 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS

§ 10.1.1 The Owner reserves the right to perform activities related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.

§ 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term "Vendor" in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.

§ 10.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate vendor with the Work of the Vendor, who shall cooperate with them. The Vendor shall participate with other separate vendors and the Owner in reviewing their progress schedules. The Vendor shall make any revisions to the progress schedule deemed necessary after a joint review and mutual agreement. The progress schedules shall then constitute the schedules to be used by the Vendor, separate vendors and the Owner until subsequently revised.

§ 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

§ 10.2 MUTUAL RESPONSIBILITY

§ 10.2.1 The Vendor shall afford the Owner and separate vendors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Vendor's activities with theirs as required by the Contract Documents.

§ 10.2.2 If part of the Vendor's Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor's delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.

§ 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

§ 10.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Vendor, separate vendors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and, with the Architect's assistance, allocate the cost among those responsible.

ARTICLE 11 TIME

§ 11.1 DEFINITION OF DAY

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 11.2 PROGRESS AND COMPLETION

§ 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.

§ 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

§ 11.3 DELAYS AND EXTENSIONS OF TIME

§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES

§ 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed-upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.

§ 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.

§ 11.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY

§ 12.2.1 The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.

§ 12.2.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 12.2.3 When use or storage of flammable, volatile or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Vendor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor.

ARTICLE 13 INSURANCE

§ 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 3.12.1; and
- .9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period specified in the Contract Documents.

§ 13.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 13.1.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage including coverage for completed operations shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.

§ 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall

assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Vendor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.1 Notice of Claims. Claims by either party must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2 Continuing Contract Performance. Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.3 Claims for Consequential Damages. The Vendor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

§ 15.3 MEDIATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written consent.

§ 15.4.4.3 The Owner and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Vendor under this Agreement.

RESOLUTION
NO 17-276

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH PAY-LESS OFFICE PRODUCTS
TO PROVIDE FURNITURE AND SERVICES FOR THE POLICE
DEPARTMENT HEADQUARTERS PROJECT #PD 18-01**

WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk; and

WHEREAS, Pay-Less Office Products has submitted a qualified low base bid in the amount of \$518,261.58 for contract; and

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

That the bid of Pay-Less Office Products has submitted a qualified low base bid in the amount of \$518,261.58 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Police Department Headquarters Project; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Pay-Less Office Products for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance as required by the contract specifications.

AND BE IT FURTHER RESOLVED

That the aforementioned project is encompassed by the language of the General Obligation Bond approved by voters May 3, 2016 and as such this is an appropriate expenditure of the that Bond.

ADOPTED
AND
APPROVED

November 27, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: City Clerk
Case/Project No.: BM-17-02
Submitted by: Justin James, Fire Chief

Resolution 17-277

Council Action: 11/27/2017

Description
Resolution authorizing the Mayor and City Clerk to enter into an agreement and award contract to Anderson Construction for the Council Bluffs Fire Station #6 Renovation project.

Background/Discussion
Council Bluffs Fire Department’s Station #6 was opened in 1959 and currently houses Engine 61 and Medic 6. There are 5 personnel assigned to the station 365 days a year. Since 1959 there have been multiple small scale projects that have tried to keep the station serving the needs of both the department and the community. In recent years there has been consideration of abandoning the station and building a new station further to the east. After years of discussion it has been determined to continue with its’ current location for the foreseeable future or until growth to the east creates a demand that a new station be relocated there. A new further east fire station in today’s dollars would cost roughly 4-5 million to construct. Due to these large costs and the current forecast of growth it has been determined to be more fiscally sound to repair the current location.
Currently the station’s rig floor and a major portion of the living quarters is in need of repair. The rig floor has deteriorated quickly in recent years and must be raised to ensure continued use. Currently the floor has multiple large cracks and the underground HVAC has completely deteriorated. Due to the complexity of the project it has been determined that it would be best to reconstruct the underground utilities while the floor is out. The relocation of much of the mechanical and electrical of the building will help bring the building up to today’s codes. This project will also be done in conjunction with the separate project of replacing the current fire station alerting system which will be completed while the station is being remodeled. It is the intent of staff to bring the station into a condition in which it will last the citizens of Council Bluffs into the foreseeable future.
This project will resolve both the current ADA issues and will aid with the change in staffing demographics of the department.
Funding for this project will be paid for by General Obligation Bonds (2016A bond).
Bids submitted:
Anderson Construction \$696,887
Meco-Henne Contracting \$775,000
Rife Construction \$794,485
ConStruct Inc. \$794,800
Prairie Construction \$810,000
Midwest DCM \$819,000
Olson Bros. Construction \$839,517
Eriksen Construction \$850,000
DR Anderson Construction \$855,000
Weitz \$865,000
Barry Larson and Sons \$874,900

Recommendation
I recommend that the City Council adopt the resolution awarding the contract to Anderson Construction who submitted the low bid of \$696,887 for the Council Bluffs Fire Station #6 Renovation Project.

ATTACHMENTS:

Description	Type	Upload Date
Bid Tab Letter	Other	11/17/2017
Bid Tab	Other	11/17/2017
Resolution 17-277	Resolution	11/22/2017



November 16, 2017

Rick Reichenberg
Council Bluffs Department of Public Works
209 Pearl Street
Council Bluffs, Iowa 51503

Subject: **Council Bluffs Fire Station #6 Remodel**
HGM Project #150516
City Project No. BM17-02

Dear Rick:

Attached is the bid tabulation for the above referenced project.

Based upon bids received on November 15, 2017, Andersen Construction, had the lowest bid for Contract in the amount of \$696,887.

We hereby recommend award of the subject the above-mentioned project to Andersen Construction of Council Bluffs, Iowa, as set forth above.

Sincerely,
HGM ASSOCIATES INC.

A handwritten signature in blue ink that reads "Dean Fajen". The signature is stylized and written in a cursive-like font.

Dean S. Fajen, P.E., AIA
Project Manager

Attachment: Bid Tabulation

S:\ARCH\Projects\150516 CB Fire Station 6\Word-XL\Bids\CBFS #6 Award LTC.docx

TABULATION OF BIDS

Project: Council Bluffs Fire Station #6 Remodel

Bid Date: Wednesday, November 15, 2017

Bid Location: City Clerk's Office

HGM ASSOCIATES INC.

640 Fifth Avenue

Council Bluffs, Iowa 51501

HGM Project #. 150516

City No. FD18-02

BIDDER:		1	2	3	4	5	6	7	8	9	10	11
ITEM NO.	DESCRIPTION	Andersen Const Council Bluffs, IA	Meco-Henne Contr Omaha, NE	Rife Construction Omaha, NE	ConStruct Inc. Omaha, NE	Prairie Construction Omaha, NE	Midwest DCM Omaha, NE	Olson Bros. Constr. Council Bluffs, IA	Eriksen Construct. Blair, NE	DR Anderson Cons. Omaha, NE	Weitz LaVista, NE	B. Larson & Sons Omaha, NE
A	Bid Bond Included	X	X	X	X	X	X	X	X	X	X	X
B	Addendum Acknowledged	X	X	X	X	X	X	X	X	X	X	X
C	Lump Sum Bid	\$696,887	\$775,000	\$794,485	\$794,800	\$810,000	\$819,000	\$839,517	\$850,000	\$855,000	\$865,000	\$874,900
D	Bid Alternate #1 - Change Ceramic Tile floors to Resilient Sheet Flooring	297.00	N/C	(2,022.00)	(800.00)	(1,000.00)	500.00	(1,600.00)	N/C	(2,000.00)	300.00	(2,000.00)
E	Bid Alternate #2 - Delete Aluminum Windows and substitute Wood Windows	(7,451.00)	(17,000.00)	(22,210.00)	(9,000.00)	(1,000.00)	(15,000.00)	10,000.00	(6,700.00)	(3,300.00)	(22,000.00)	(5,500.00)
F	Bid Alternate #3 - Delete brick veneer at three sides of addition and substitute painted cement board siding.	(1,547.00)	(2,000.00)	(5,095.00)	(1,700.00)	(1,500.00)	(2,500.00)	(4,000.00)	(3,300.00)	3,100.00	(500.00)	(1,500.00)
G	Lump Sum Bid +/-	688,186.00	756,000.00	765,158.00	783,300.00	806,500.00	802,000.00	843,917.00	840,000.00	852,800.00	842,800.00	865,900.00
H	Completion Date: May 1, 2018											

RESOLUTION NO. 17-277

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT AND AWARD A CONTRACT TO THE LOW BIDDER
ANDERSON CONSTRUCTION FOR THE COUNCIL BLUFFS FIRE STATION #6
RENOVATION PROJECT

WHEREAS, the City of Council Bluffs desires to renovate Council Bluffs Fire Station #6; and
WHEREAS, funding for this project will be provided by General Obligation Bonds 2016A; and
WHEREAS, On November 15, 2017, bids were received; and
WHEREAS, the low bid was from Anderson Construction for \$696,887; 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, empowered and directed to execute a
contract with Anderson Construction for the Council Bluffs Fire Station #6 Renovation Project.

ADOPTED
AND
APPROVED November 27, 2017

Matthew Walsh Mayor

Attest:

Jodi Quakenbush City Clerk

Council Communication

Department: City Clerk
Case/Project No.:
Submitted by:

Cigarette Permits (2)

Council Action: 11/27/2017

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Cigarette Applications	Other	11/21/2017

Omaha 11/14/17

Instructions on the reverse side

For period (MM/DD/YYYY) 12 / 01 / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Council Bluffs, 42 Degrees Pipes & Tobacco
Physical Location Address 3030 W Broadway St #4 City Council Bluffs ZIP 51501
Mailing Address 14306 W St City Omaha State NE ZIP 68137
Business Phone Number 402.315.9860

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [] LLC [x] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Ba Do 3 LLC
Mailing Address 14306 W St City Omaha State NE ZIP 68137
Phone Number 402.315.9860 Fax Number [] Email jeanne@42degrees.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative Nicotine Products [x] Vapor Products [x]

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store [x]
Has vending machine that assembles cigarettes [] Other []

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Scott Haber Name (please print)
Signature [Signature] Signature
Date 11/14/17 Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
Fill in the date the permit was approved by the council or board: 11.27.17
Fill in the permit number issued by the city/county: 558043
Fill in the name of the city or county issuing the permit: Council Bluffs
New [x] Renewal []

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375



Iowa Department of Revenue
 https://tax.iowa.gov

CITY OF COUNCIL BLUFFS
 Date / Time : 11/14/17 10:41
 Iowa Retail Permit Application For
 Cigarette/Tobacco/Nicotine/Vapor
 Clerk : MOODY

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07/01/17 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: TObacco VIPs ND FOD MART
 Physical Location Address: _____ City: _____ ZIP: _____
 Mailing Address: 1531 2nd Avenue City: Council Bluffs State: IA ZIP: 51501
 Business Phone Number: (313) 320 8096

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
 Name of sole proprietor, partnership, corporation, LLC, or LLP: _____
 Mailing Address: _____ City: _____ State: _____ ZIP: _____
 Phone Number: (____) _____ Fax Number: (____) _____ Email: _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
 Types of Products Sold: (Check all that apply)
 Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
 Grocery store Hotel/motel Liquor store Restaurant Tobacco store
 Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): ZAYED ALZANAM Name (please print): _____
 Signature: [Signature] Signature: _____
 Date: 11-14-17 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 11-27-17
- Fill in the permit number issued by the city/county: 554629
- Fill in the name of the city or county issuing the permit: COUNCIL BLUFFS

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Renewal

Council Communication

Department: City Clerk
Case/Project No.:
Submitted by:

Liquor License Renewals

Council Action: 11/27/2017

Description

- 1) Hy-Vee #2 Clubroom, 1745 Madison Avenue
- 2) Oskies for Sports, 1851 Madison Avenue
- 3) Woods Sporting Goods, 531 Veterans Memorial Highway

Background/Discussion

There were no alcohol related calls for service at any of the businesses listed this licensing period - per PD

Recommendation