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# City of Grand Island



**Tuesday, April 11, 2017**  
**Council Session Packet**

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**City Council:**

**Linna Dee Donaldson**  
**Michelle Fitzke**  
**Chuck Haase**  
**Julie Hehnke**  
**Jeremy Jones**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Roger Steele**  
**Mark Stelk**

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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**7:00 PM**  
**Council Chambers - City Hall**  
**100 East 1st Street**

### **Call to Order**

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

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**Invocation - Youth Pastor Adam Brock, Stolley Park Church of Christ, 2822 West Stolley Park Road**

**Pledge of Allegiance**

**Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item C-1

### Proclamation “Child Abuse Prevention Month” April 2017

*Because all children deserve love, comfortable homes, and tender care from parents and adults who make them feel safe, happy and loved, and because the effects of child abuse are felt by whole communities and need to be addressed by the entire community, the Mayor has proclaimed the month of April, 2017 as "Child Abuse Prevention Month". See attached PROCLAMATION.*

Staff Contact: Mayor Jeremy Jensen

THE OFFICE OF THE MAYOR  
City of Grand Island  
State of Nebraska

PROCLAMATION

- WHEREAS, children are vital to our state's future success, prosperity, and quality of life as well as being our most vulnerable assets; and
- WHEREAS, all children deserve to have safe, stable, nurturing, and healthy homes and communities that foster their well-being; and
- WHEREAS, child abuse and neglect is a public responsibility affecting both the current and future quality of life of a state; and
- WHEREAS, parents need support and resources to cope with stress and nurture their children to grow to their full potential; and
- WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2017 as

***"CHILD ABUSE PREVENTION MONTH"***

in the City of Grand Island, and encourage all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this thirty first day of March in the year of our Lord Two Thousand and Seventeen.



  
\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

  
\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item E-1

**Public Hearing on Request from Prairie Pride Brewing Company, LLC dba Prairie Pride Brewing Company, 115 E. South Front Street for a Class “C” Liquor License**

*Council action will take place under Consent Agenda item G-5.*

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** April 11, 2017

**Subject:** Public Hearing on Request from Prairie Pride Brewing Company, LLC dba Prairie Pride Brewing Co., 115 E. South Front Street for a Class “C” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

### **Declared Legislative Intent**

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
- (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
- (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

## Discussion

Prairie Pride Brewing Company, LLC dba Prairie Pride Brewing Company, 115 E. South Front Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

Prairie Pride Brewing Company currently holds a Class “LK” Liquor License at this location which allows for the brewing of beer along with a catering designation. The Class “C” liquor license will enable them to sell other types of beer, wine, and distilled

spirits at this location. This business will then have both the Class “LK” and “C” liquor licenses if approved which is allowed by the Liquor Control Commission.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Also submitted was a request for Liquor Manager Designation for Alexander Briner, 1314 14<sup>th</sup> Street, Aurora, Nebraska. Mr. Briner has completed a state approved alcohol server/seller training program. Staff recommends approval contingent upon final inspections.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

### **Recommendation**

Based on the Nebraska Liquor Control Commission’s criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

### **Sample Motion**

Move to approve the application for Prairie Pride Brewing Company, LLC dba Prairie Pride Brewing Company, 115 E. South Front Street for a Class “C” Liquor License contingent upon final inspections and Liquor Manager Designation for Alexander Briner, 1314 14<sup>th</sup> Street, Aurora, Nebraska.

Grand Island Police Department  
Supplemental Report

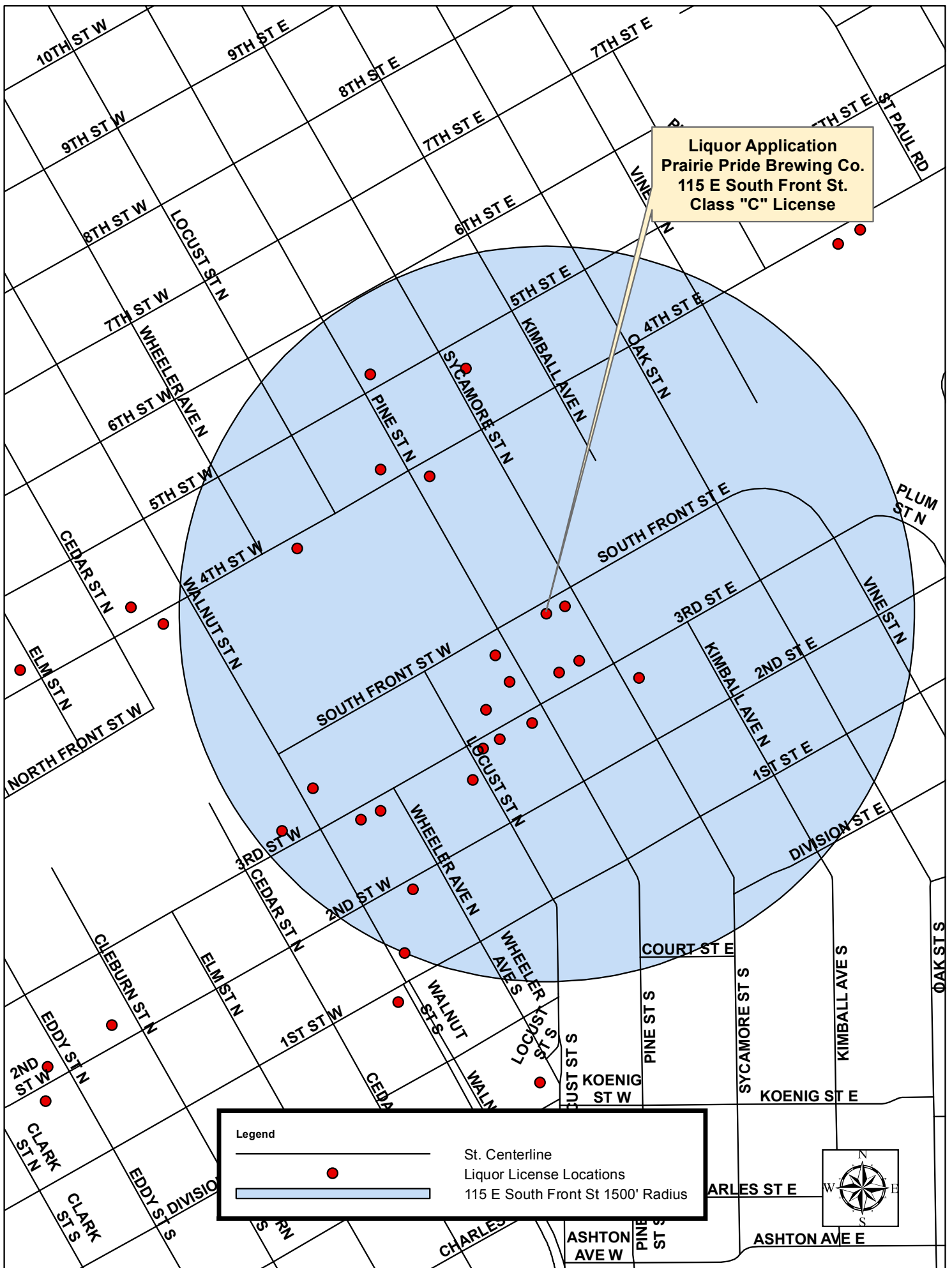
Date, Time: Tue Mar 28 14:41:24 CDT 2017  
Reporting Officer: Vitera  
Unit- CID

I originally received a liquor license application from Prairie Pride Brewing Company in April of 2016. The Grand Island Police Department recommended that the council give local approval for the license. Prairie Pride received their license in September of 2016. A few days ago, Alexander Briner applied to be the liquor manager at Prairie Pride. Since he is also an owner of the company, and the company just recently received their license; I just did a couple of quick rechecks on Alexander. The Grand Island Police Department recommended that the council approve Alexander as Prairie Pride's liquor manager. Because of the recently completed investigation into Prairie Pride's original Class LK license, and the ownership being the same; I will just do a quick recheck on the rest of the applicants through NCJIS.

I checked all of the applicants to see if any of them had any new convictions. The only person who has a new conviction since the last investigation is Philip Cahoy who has a "disobey traffic device" conviction in August of 2016. The new conviction is an infraction and doesn't preclude them from receiving a new license.

The Grand Island Police Department has no objection to Prairie Pride Brewing Company receiving a Class C liquor license in addition to their Class LK license.







# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - 750 Allen Drive - Allen Phase III LLC**

*Council action will take place under Consent Agenda item G-7.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** April 11, 2017

**Subject:** Acquisition of Utility Easement – 750 Allen Drive –  
Allen Phase III LLC

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Allen Phase III LLC, located through a part of Lot Eleven (11) Meadowlark West Third Subdivision (750 Allen Drive), in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

A new medical facility is currently under construction at 750 Allen Drive. The proposed easement provides the location for the installation, operation and maintenance of the high voltage power lines and a transformer to serve the new development.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

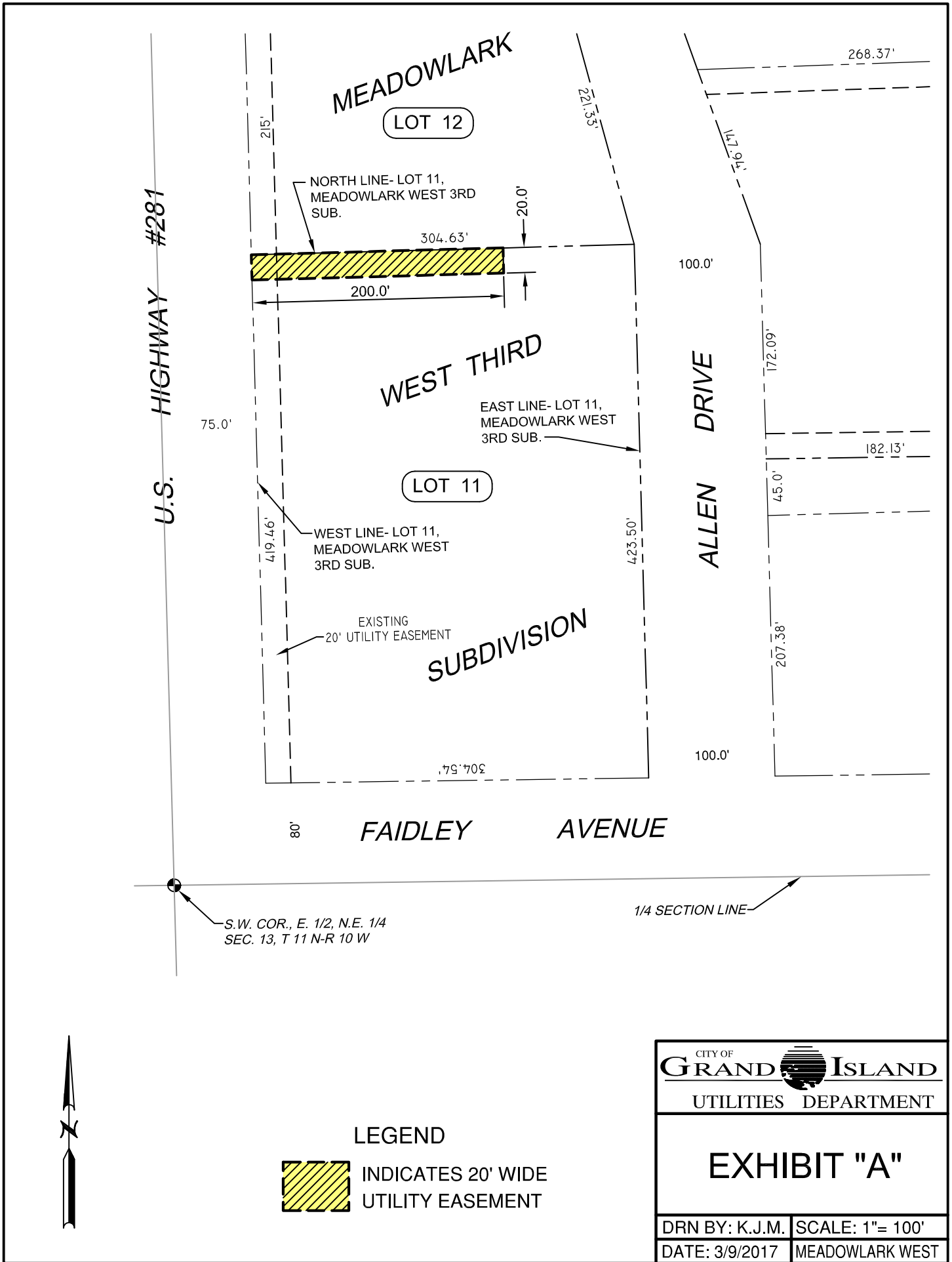
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



**LEGEND**



INDICATES 20' WIDE UTILITY EASEMENT

CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 3/9/2017	MEADOWLARK WEST



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item E-3

### **Public Hearing on Acquisition of Utility Easement - 4171 Nevada Avenue - Blackburn**

*Council action will take place under Consent Agenda item G-8.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** April 11, 2017

**Subject:** Acquisition of Utility Easement – 4171 Nevada Avenue -  
Blackburn

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Corey and Amanda Blackburn, located through a part of Lot Four (4) Ross Heights 2<sup>nd</sup> Subdivision (4171 Nevada Avenue), in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The requested easement is across a residential lot on the south side of Nevada Avenue and east of Independence Avenue. The property owner is in the process of remodeling their home and upgrading their electric service. The proposed easement provides the location for the installation, operation and maintenance of the new underground power lines.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

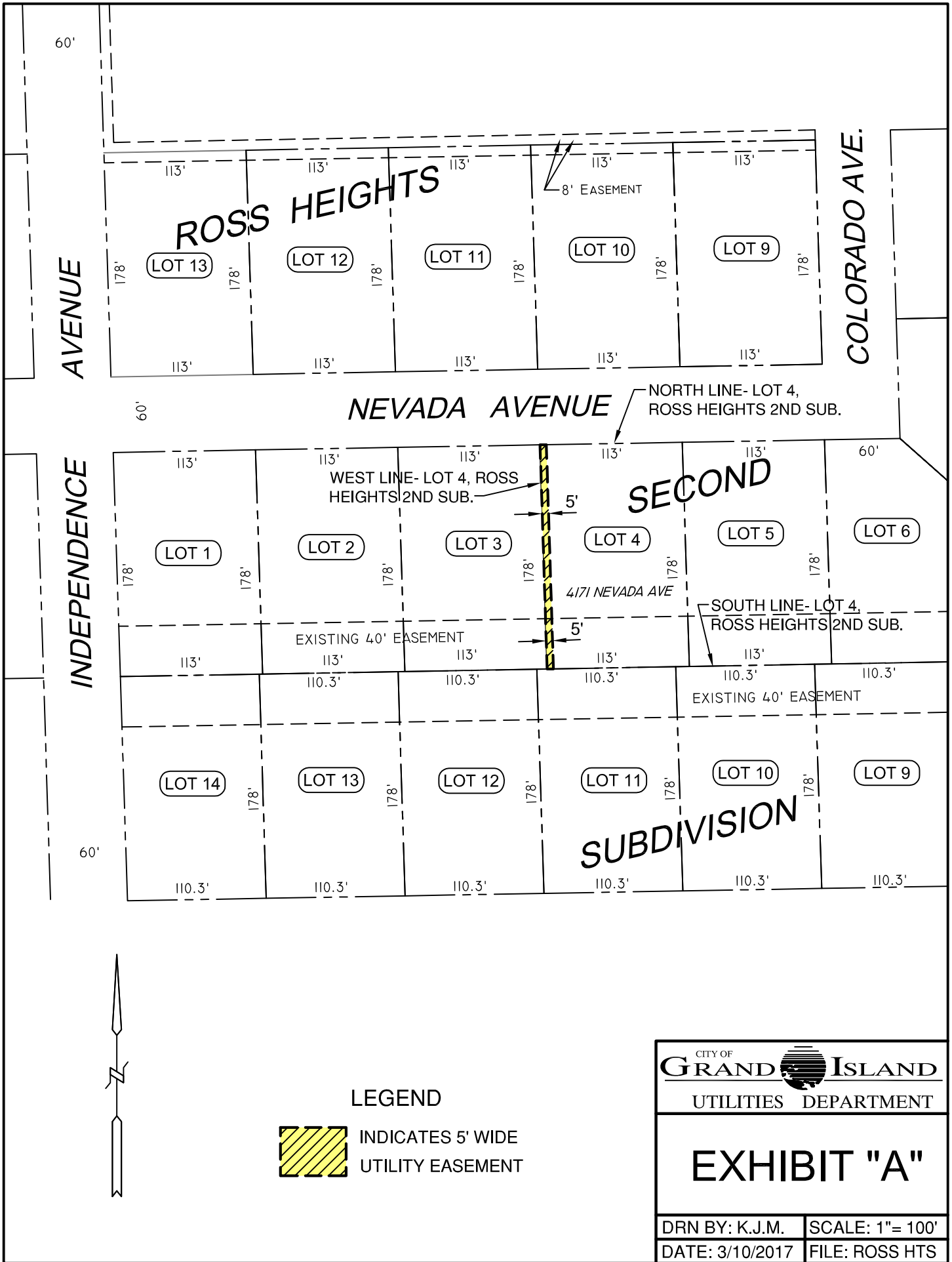
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



**LEGEND**



INDICATES 5' WIDE  
UTILITY EASEMENT

CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<h1>EXHIBIT "A"</h1>	
DRN BY: K.J.M.	SCALE: 1" = 100'
DATE: 3/10/2017	FILE: ROSS HTS



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item E-4

### **Public Hearing on Acquisition of Utility Easement - 4179 Nevada Avenue - Greamy, LLC**

*Council action will take place under Consent Agenda item G-9.*

Staff Contact: Tim Luchsinger, Stacy Nonhof



# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** April 11, 2017

**Subject:** Acquisition of Utility Easement – 4179 Nevada Avenue  
– Greamy, LLC

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Greamy, LLC, located through a part of Lot Three (3) Ross Heights 2<sup>nd</sup> Subdivision (4179 Nevada Avenue), in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The requested easement is across a residential lot on the south side of Nevada Avenue and east of Independence Avenue. The original overhead electrical lines in the area were installed 40 years ago. The adjacent property owner is in the process of remodeling and upgrading their electric service. The proposed easement provides the location for the installation, operation and maintenance of new underground power lines.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

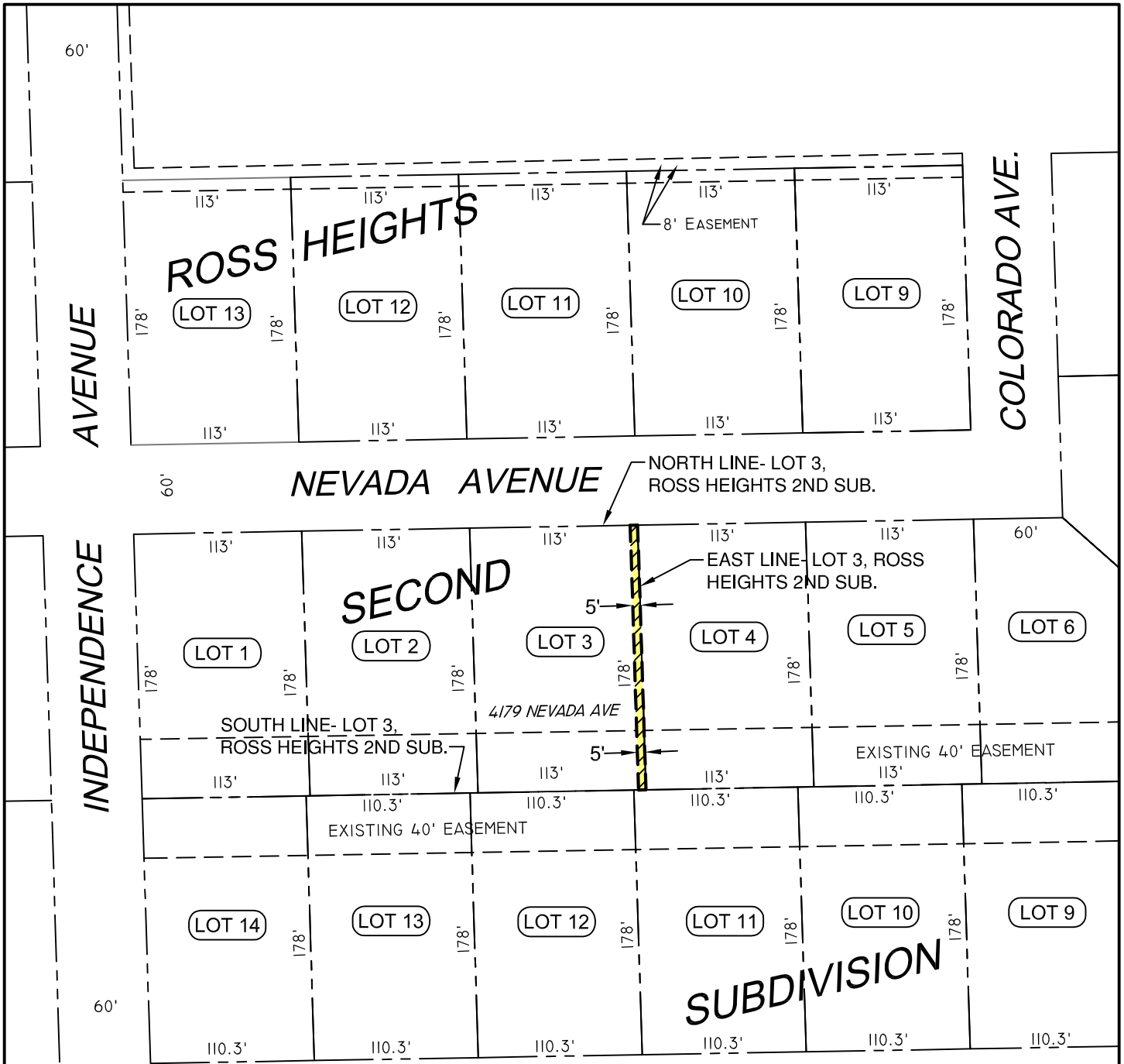
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

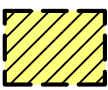
## **Recommendation**

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



**LEGEND**  
 INDICATES 5' WIDE UTILITY EASEMENT

CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<h1>EXHIBIT "A"</h1>	
DRN BY: K.J.M.	SCALE: 1" = 100'
DATE: 3/10/2017	FILE: ROSS HTS



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item E-5

### **Public Hearing on Acquisition of Utility Easement - 4480 Gold Core Drive - Inland Truck Parts Company**

*Council action will take place under Consent Agenda item G-10.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** April 11, 2017

**Subject:** Acquisition of Utility Easement – 4480 Gold Core Drive  
– Inland Truck Parts Company

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Inland Truck Parts Company, located through a part of Lot Two (2) Platte Valley Industrial Park Tenth Subdivision (4480 Gold Core Drive), in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## Discussion

A new commercial/retail facility is planned to be constructed at 4480 Gold Core Drive. The proposed easement provides the location for the installation, operation and maintenance of the high voltage underground power lines and pad-mount transformer to serve the new development.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

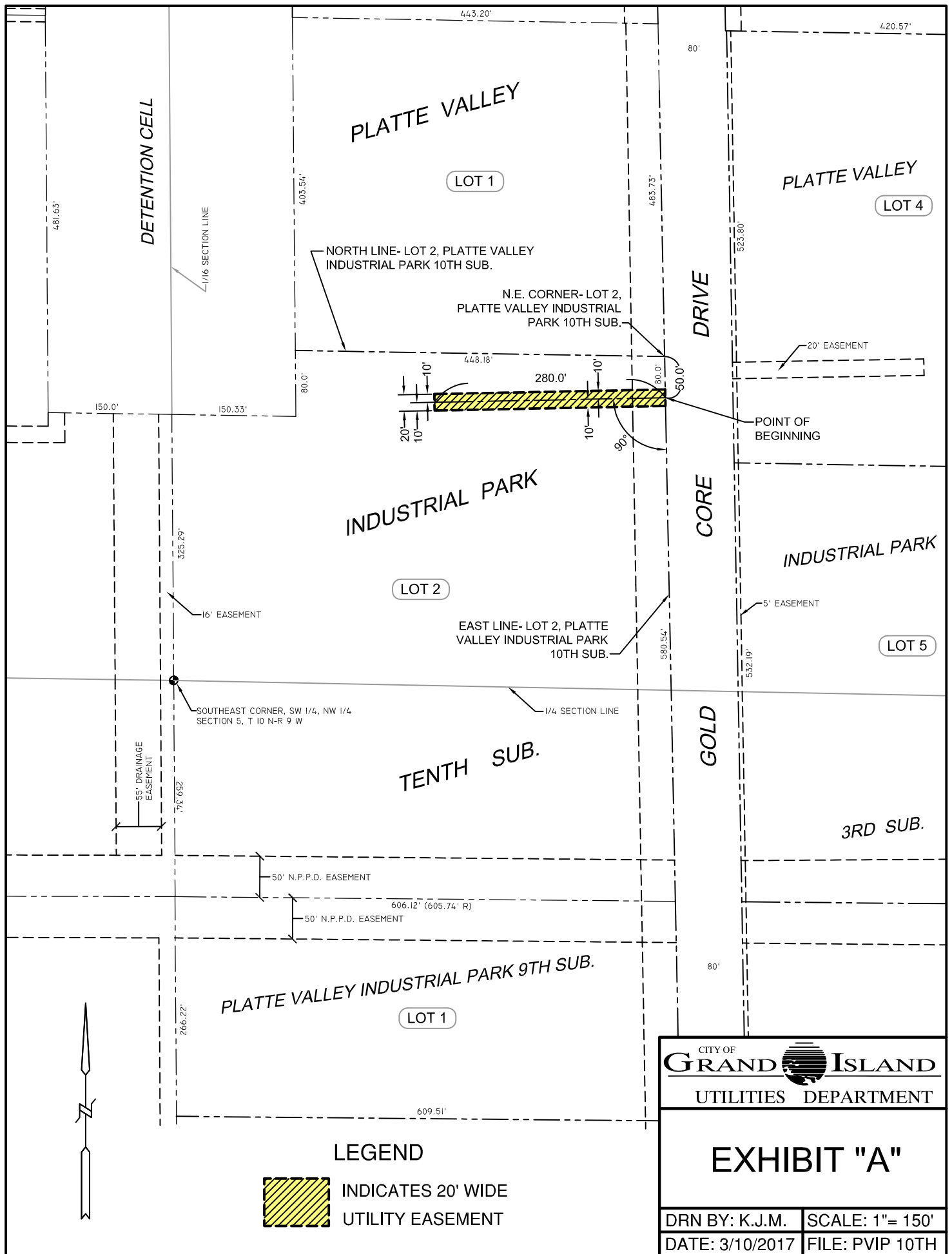
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

## Sample Motion

Move to approve acquisition of the Utility Easement.



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**

DRN BY: K.J.M.	SCALE: 1"= 150'
DATE: 3/10/2017	FILE: PVIP 10TH



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item F-1

**#9629 - Consideration of Creation of Sanitary Sewer District No. 540T; West US Highway 30 & Engleman Road / West Park Plaza Sanitary Sewer Extension**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Marvin Strong PE, Wastewater Treatment Plant Engineer

**Meeting:** April 11, 2017

**Subject:** Consideration of Creation of Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension

**Presenter(s):** John Collins, Public Works Director

## Background

Council action is needed to create a sanitary sewer district. Wastewater staff is being proactive with this sanitary sewer district by placing infrastructure prior to the new west US Highway 30 realignment project, which is scheduled for construction in 2020. After the highway realignment project is complete it will be very costly to perform trenchless crossings to install this infrastructure.

## Discussion

This tap district will have the ability to serve areas that are yet to be developed, which is anticipated to change with the west US Highway 30 realignment project. Sewer will become available to approximately 250 properties that currently do not have access; the majority of these properties are within the West Park Plaza Mobile Home Park.

If the district is created the sanitary sewer costs would be assessed to the properties through a sanitary sewer tap district.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the creation of Sanitary Sewer District No. 540T.

## **Sample Motion**

Move to approve the Ordinance.



ORDINANCE NO. 9629

An ordinance creating Sanitary Sewer District No. 540T of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; providing for the connection fee for connecting to such sanitary sewer; providing for certification to the Register of Deeds of the connection fee; and providing for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. Sanitary Sewer District No. 540T is hereby created for the construction of:

A fifteen (15.0) inch gravity Sanitary Sewer Main and appurtenances thereto within Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) and Section Twenty Six (26), Township Eleven (11) North, Range Ten (10), all in the City of Grand Island, Hall County, Nebraska.

Approved as to Form	▣ _____
April 7, 2017	▣ City Attorney

ORDINANCE NO. 9629 (Cont.)

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:

*A SANITARY SEWER TAP DISTRICT COMPRISING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY SEVEN (27), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10); PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY SEVEN (27), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10); PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10); PART OF THE NORTHWEST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10); PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10), ALL WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY SIX (26), SAID POINT BEING 2,338.6 FEET EAST OF THE NORTHWEST CORNER OF SECTION TWENTY SIX (26); SAID POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE CONTINUING EASTERLY TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4), A DISTANCE OF 300 FEET, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY SIX (26); THENCE CONTINUING EASTERLY ON THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 329.5 FEET; THENCE RUNNING SOUTHERLY ON THE EAST LINE OF PERSON'S SUBDIVISION AND THE PROLONGATION THEREOF, TO THE SOUTHEAST CORNER OF LOT FORTY FIVE (45) PERSON'S SUBDIVISION, A DISTANCE OF 1,352.2 FEET; THENCE RUNNING EASTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER (SW1/4, NE1/4) OF SECTION TWENTY SIX (26), A DISTANCE OF 256.3 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD R.O.W.; THENCE RUNNING SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 4,736.6 FEET; THENCE RUNNING NORTHWESTERLY AND PERPENDICULAR TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 603.6 FEET; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER, OF THE SOUTHEAST QUARTER (NW1/4, SE1/4) OF SECTION TWENTY SEVEN (27), A DISTANCE OF 69.8 FEET; THENCE RUNNING WESTERLY, A DISTANCE OF 1,510.9 FEET, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER (SE1/4), SAID POINT BEING 1,687.2 FEET NORTH OF SAID RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD R.O.W.; THENCE RUNNING NORTHERLY ALONG SAID WEST LINE OF SAID SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 531.0 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY SEVEN (27); THENCE RUNNING EASTERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE1/4), A DISTANCE OF 1,314.1 FEET TO A POINT ON THE SOUTHEAST CORNER, OF THE SOUTH WEST QUARTER, OF THE NORTHEAST QUARTER (SW1/4, NE1/4) OF SECTION TWENTY SEVEN (27); THENCE RUNNING NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW1/4), OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY SEVEN (27), A DISTANCE OF 1,122.2 FEET; THENCE RUNNING EASTERLY AND PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE1/4), A DISTANCE OF 1,323.9 FEET, TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE1/4); THENCE RUNNING SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE1/4), A DISTANCE OF 613.0 FEET, TO A POINT ON*

ORDINANCE NO. 9629 (Cont.)

*THE EAST LINE OF SAID NORTHEAST QUARTER (NE1/4), SAID POINT BEING 508.7 FEET NORTH OF THE SOUTHEAST CORNER, OF THE SAID NORTHEAST QUARTER (NE1/4); THENCE RUNNING EASTERLY AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4), OF SECTION TWENTY SIX (26), A DISTANCE OF 910.8 FEET; THENCE RUNNING NORTHEASTERLY AND PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD R.O.W., A DISTANCE OF 1,671.4 FEET; THENCE RUNNING NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER (NW1/4), A DISTANCE OF 1,321.8 FEET TO THE POINT OF BEGINNING. SAID DISTRICT BOUNDARY CONTAINS A CALCULATED AREA OF 137.14 ACRES MORE OR LESS.*

SECTION 3. Said improvement shall be made in accordance with plans and specifications prepared by the Engineer for the City who shall estimate the costs thereof, and submit the same to the City Council, and thereafter, bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such sanitary sewer main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island prior to such property being connected to the sanitary sewer main in such district. No property thus benefited by sanitary sewer main improvements shall be connected to the sanitary sewer main until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

ORDINANCE NO. 9629 (Cont.)

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

Enacted: April 11, 2017

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, April 11, 2017**

**Council Session**

## **Item G-1**

### **Approving Minutes of March 28, 2017 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 28, 2017

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 28, 2017. Notice of the meeting was given in *The Grand Island Independent* on March 22, 2017.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Linna Dee Donaldson, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmembers Michelle Fitzke and Julie Hehnke were absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Reid Bednar.

INVOCATION was given by Pastor Mark Oberbeck, Northridge Assembly of God, 3025 Independence Avenue followed by the PLEDGE OF ALLEGIANCE.

BOARD OF EQUALIZATION: Motion by Minton, second by Paulick to adjourn to the Board of Equalization. Motion adopted.

#2017-BE-2 - Consideration of Determining Benefits for Fonner Park Business Improvement District. Finance Director Renae Griffiths reported that Fonner Park Business Improvement District was created by Ordinance No. 9622 on February 14, 2017. The 2017-2018 Budget provides for special assessments in the amount of \$9.00 per front footage for a total of \$44,422.88. Staff recommended approval for the City Council to determine the benefits of the District.

Motion by Donaldson, second by Minton to approve Resolution #2017-BE-2. Upon roll call vote, all voted aye. Motion adopted.

#2017-BE-3 - Consideration of Determining Benefits for South Locust Street Business Improvement District. Finance Director Renae Griffiths reported that South Locust Street Business Improvement District was created by Ordinance No. 9623 on February 14, 2017. The 2017-2018 Budget provides for special assessments in the amount of \$9.00 per front footage for a total of \$88,613.44. Staff recommended approval for the City Council to determine the benefits of the District.

Motion by Paulick, second by Donaldson to approve Resolution #2017-BE-3. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Jones to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Kinkaidier Brewing Co., LLC dba Kinkaidier Brewing Co., 316 North Pine Street for a Class "CK" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "CK" Liquor License had been received from Kinkaidier Brewing Co., LLC dba Kinkaidier Brewing Co., 316 North Pine Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 7, 2017; notice to the general public of date, time, and place of hearing published on March 18, 2017; notice to the applicant of date, time, and place of hearing mailed on March 9, 2017; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a stated approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Request from Harold Rosenkotter and Deborah Spaulding for a Conditional Use Permit to Allow for Construction of a House while Living in the Existing Double-wide Trailer located at 3204 South Shady Bend Road. Building Department Director Craig Lewis reported that Harold Rosenkotter and Deborah Spaulding had submitted an application for a Conditional Use Permit for the construction of a new single family dwelling while occupying an existing dwelling at 3204 South Shady Bend Road. The proposed construction was anticipated to take up to a year to complete. Expiration of the conditional use permit would be April 15, 2019 or within 90 days after a certificate of occupancy was issued for the new dwelling. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Central Nebraska Transload I, LLC for a Conditional Use Permit to Allow for a Chemical/Hazardous Transload (railcar to truck) and Railcar Storage located at 1213/1215-1221 E Hwy 30. Building Department Director Craig Lewis reported that Central Nebraska Transload I, LLC had submitted an application for a Conditional Use Permit to operate a chemical, industrial, nonhazardous, wholesale facility at 1213/1215-1221 E. Hwy 30. Staff recommended approval with the condition that any modification in the chemicals or the amounts stored would need to be approved by the Fire Department prior to implementation. The operation shall submit and maintain a listing of the products and quantities proposed, including documentation identifying the characteristics of the products distributed (MSDS). Dave Taylor representing the Economic Development Corporation spoke in support. No further public testimony was heard.

Public Hearing on Request from Brian and Cathryn Sack for a Conditional Use Permit to Allow for a Used Automobile Sales Business located at 703 & 709 West 3rd Street. Building Department Director Craig Lewis reported that Brian and Cathryn Sack had submitted an application for a Conditional Use Permit to allow for the operation of an outdoor used automobile sales facility located at 703 West 3<sup>rd</sup> Street. Staff recommended approval. No public testimony was heard.

Public Hearing on the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan.



Economic Development President Dave Taylor presented the semi-annual report, which had been voted upon and forwarded to the City Council for its review and acceptance at their March 2, 2017 meeting. Tim White, 1709 Rio Grande Circle, Vice-Chairman of the Citizens Advisory Review Committee, spoke in favor of the semi-annual report. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement in Lot 10 & 11 of Summerfield Estates Tenth Subdivision – 3815 Meadow Way Trail & 1315 Diamond Road (TPCR Developments, LLC). Public Works Director John Collins reported that a utility easement located at 3815 Meadow Way Trail and 1315 Diamond Road was needed to accommodate sanitary sewer service to the area. The easement would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Permanent Easement for Lift Station No. 20 Upgrade and Force Main Rehabilitation (Titan Machinery, Inc.-3040 Langenheder Street). Public Works Director John Collins reported that a permanent easement located at 3040 Langenheder Street was needed to accommodate Lift Station No. 20 upgrade and force main rehabilitation. The public utility easement would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of material within the easement. Staff recommended approval. No public testimony was heard.

ORDINANCES:

Councilmember Minton moved “that the statutory rules requiring ordinances to be read by title on three different days are suspended and that ordinance numbered:

- #9627 - Consideration of Approving Assessments for Fonner Park Business Improvement District
- #9628 - Consideration of Approving Assessments for South Locust Business Improvement District

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of this ordinance on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

- #9627 - Consideration of Approving Assessments for Fonner Park Business Improvement District

This item was related to the aforementioned Board of Equalization hearing.

Motion by Donaldson, second by Paulick to approve Ordinance #9627.

City Clerk: Ordinance #9627 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9627 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9627 is declared to be lawfully adopted upon publication as required by law.

#9628 - Consideration of Approving Assessments for South Locust Business Improvement District

This item was related to the aforementioned Board of Equalization hearing.

Motion by Paulick, second by Steele to approve Ordinance #9628.

City Clerk: Ordinance #9628 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9628 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9628 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-12 and G-17 (Resolution #2017-91 and #2017-96) were removed for further discussion. Motion by Donaldson, second by Stelk to approve the Consent Agenda excluding items G-12 and G-17. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 14, 2017 City Council Regular Meeting.

#2017-81 - Approving Request from Kinkaider Brewing Co., LLC dba Kinkaider Brewing Co., 316 North Pine Street for a Class "CK" Liquor License and Liquor Manager Designation for Delene Dilsaver, 1410 13th Street, Aurora, Nebraska.

#2017-82 - Approving Bid Award for Turbine Low Pressure Stage "O" Buckets at Platte Generating Station with EthosEnergy TC, Inc. of Chicopee, Massachusetts in an Amount of \$370,220.00.

#2017-83 - Approving Bid Award for Fire Water Tank Interior Painting at Platte Generating Station with J. R. Stelzer Company of Lincoln, Nebraska in an Amount of \$289,700.00.

#2017-84 - Approving Bid Award for Washington Street Parking and Storage Area - Project 2017-PS-1 with Lacy Construction Company of Grand Island, Nebraska in an Amount of \$96,000.00.

#2017-85 - Approving Change Order #1 for Auxiliary Boiler Re-tube at Platte Generating Station with Rasmussen Mechanical Services of Council Bluffs, Iowa for an Increase of \$16,495.00 and a Revised Contract Amount of \$326,804.00.

#2017-86 - Approving Kriz-Davis as the Sole Source Provider of AMI Electric Meters.

#2017-87 - Approving Bid Award for Sanitary Sewer District No. 539 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska in an Amount of \$105,483.25.

#2017-88 - Approving Bid Award for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$2,306,455.27.

#2017-89 - Approving Purchase of a New 5 CY Dump Truck for the Streets Division of the Public Works Department from Hansen International of Grand Island, Nebraska in an Amount of \$77,830.00.

#2017-90 - Approving Acquisition of Utility Easement in Lot 10 & 11 of Summerfield Estates Tenth Subdivision– 3815 Meadow Way Trail & 1315 Diamond Road (TPCR Developments, LLC).

#2017-91 - Approving Rescission of Resolution No. 2017-16; Bid Award for Concrete Pavement and Storm Sewer Repairs for 2017 with OK Paving, Inc. of Hordville, Nebraska. Discussion was held concerning rebidding this project.

Motion by Nickerson, second by Minton to approve Resolution #2017-91. Upon roll call vote, all voted aye. Motion adopted.

#2017-92 - Approving Purchase of a New Heavy Duty Work Truck Cab/Chassis for the Streets Division of the Public Works Department from the National Auto Fleet Group of Watsonville, California in an Amount of \$50,604.00.

#2017-93 - Approving Temporary Construction Easement for Lift Station No. 20 Upgrade and Force Main Rehabilitation (Titan Machinery, Inc.-3040 Langenheder Street).

#2017-94 - Approving Acquisition of Permanent Easement for Lift Station No. 20 Upgrade and Force Main Rehabilitation (Titan Machinery, Inc.-3040 Langenheder Street).

#2017-95 - Approving the 2017 High Intensity Drug Trafficking Area (HIDTA) Grant.

#2017-96 - Approving Bid Award for Breathing Air Compressor with Mako distributed by FireGuard, Inc. of Omaha, Nebraska in an Amount of \$28,826.27. Fire Captain Tim Heimer answered questions concerning the bid. He stated 6 cascade bottles were not a part of this bid as they found them cheaper from a different source.

Motion by Nickerson, second by Paulick to approve Resolution #2017-96. Upon roll call vote, all voted aye. Motion adopted.

#2017-97 - Approving Updates to Golf Pro Contract with Don E. Kruse of Grand Island, Nebraska.

#2017-98 - Approving Amendment to the Agreement with Grow Grand Island.

REQUESTS AND REFERRALS:

Consideration of Request from Harold Rosenkotter and Deborah Spaulding for a Conditional Use Permit to Allow for Construction of a House while Living in the Existing Double-wide Trailer located at 3204 South Shady Bend Road. This item was related to the aforementioned Public Hearing. Harold Rosenkotter, 4110 Terrace Circle spoke in support.

Motion by Stelk, second by Minton to approve the request as presented. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request from Central Nebraska Transload I, LLC for a Conditional Use Permit to Allow for a Chemical/Hazardous Transload (railcar to truck) and Railcar Storage located at 1213/1215-1221 E Hwy 30. This item was related to the aforementioned Public Hearing.

Motion by Jones, second by Donaldson to approve the request with conditions mentioned under the Public Hearing. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request from Brian and Cathryn Sack for a Conditional Use Permit to Allow for a Used Automobile Sales Business located at 703 & 709 West 3rd Street. This item was related to the aforementioned Public Hearing. Discussion was held concerning the conditions for car lots and enforcement. Building Department Director Craig Lewis stated enforcement was by complaints received. The Community Service Officers (CSO's) also enforced these types of issues.

Motion by Paulick, second by Stelk to approve the request. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2017-99 - Consideration of Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan. This item was related to the aforementioned Public Hearing.

Discussion was held concerning upcoming projects. Mr. Taylor stated they were working on several with two looking very good.

Motion by Nickerson, second by Minton to approve Resolution #2017-99. Upon roll call vote, all voted aye. Motion adopted.

#2017-100 - Consideration of Approving Letter of Support for Essential Air Service (EAS) to the Department of Transportation (DOT). Mike Olson, Executive Director of the Central Nebraska Regional Airport gave a presentation regarding Essential Air Service (EAS). On March 15, 2017 the Hall County Airport Authority conducted a public meeting to discuss the bids for Essential Air Service to Grand Island, Nebraska. The Hall County Airport Authority was recommending American Airlines to the Department of Transportation (DOT) for air service for the Central Nebraska Regional Airport under the Essential Air Service Program.

Motion by Donaldson, second by Minton to approve Resolution #2017-100. Upon roll call vote, all voted aye. Motion adopted.

#2017-101 - Consideration of Approving Parking Restrictions on Custer Avenue at the North Front Street Intersection. Public Works Director John Collins reported that on February 28, 2017 this item was presented to City Council for action, however after discussion it was requested the initial 150' parking restriction both north and south from the North Front Street intersection be reviewed. Upon review the Public Works Department found that 75' would be sufficient to improve the sight distance at the intersection.

Discussion was held regarding the 75' no parking zone. Mentioned were stop signs and speeding at this intersection.

Motion by Minton, second by Nickerson to approve Resolution #2017-101. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Donaldson to approve the Claims for the period of March 15, 2017 through March 28, 2017 for a total amount of \$4,384,365.46. Upon roll call vote, Councilmembers Steele, Minton, Donaldson, Haase, Jones, Stelk, and Nickerson voted aye. Motion adopted. Councilmember Paulick abstained.

Questioned was a claim from the Food & Beverage account for asbestos abatement in the amount of \$9,997.00. City Attorney Jerry Janulewicz commented on the parameters for the Food & Beverage fund.

ADJOURNMENT: The meeting was adjourned at 8:14 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, April 11, 2017**

**Council Session**

## **Item G-2**

### **Approving Minutes of April 4, 2017 City Council Study Session**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

April 4, 2017

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on April 4, 2017. Notice of the meeting was given in the *Grand Island Independent* on March 29, 2017.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmembers Chuck Haase and Jeremy Jones were absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Sarah Sugita.

INVOCATION was given by Community Youth Council member Sarah Sugita followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Discussion on City Sidewalks. Public Works Director John Collins reported that in July and August, 2016 the City Council discussed the sidewalk repair process and requested the issue of sidewalks be studied for potential changes to policy. Concern was expressed by Council about how sidewalk issues were identified (complaint based), as well as the cost to the property owners.

Mr. Collins stated there were three types of issues with sidewalks: Absent – no sidewalk present; ADA – fails to meet federal American Disabilities Act standards, and Deficient – broken or uneven sidewalks.

The following Absent Actions were presented:

- Sidewalks added as properties are developed
- Sidewalks added as streets are brought up to current standards (except for some industrial streets)
- Sidewalk Districts (last was in 2007)
- Gap Sidewalk Projects (funding discontinued FY 2015)

ADA actions would allow for an annual \$165,000 program to add ramps to curbs where projects were recently completed. Ramps and driveway slopes were required as property was developed. Property owners were to correct deficiencies as they became aware of them and/or the City would take action to require owners to correct deficient sidewalks. Issues with the current policy were the City taking action on a complaint basis and the cost to the property owners.

The following Cost Sharing Options were presented:

- Budget \$25,000/year for Sidewalk Rehabilitation program
- Establish reimbursement at 50% of ADA unit bid
- Exclude owners who refuse to cooperate and require Council resolution

Discussion was held regarding complaints, property owner request, ADA project areas, and other areas identified. Comments were made concerning funds available through Habitat for Humanity for people who needed help with their sidewalks. Mr. Collins answered questions regarding State Statute language of “reasonable condition”. The Public Works Department follows ADA requirements. Mentioned was educating the public regarding sidewalk repair and identifying only the deficient areas that needed repaired.

Discussion was held regarding a reimbursement program. Mentioned was using the homeowners homestead exemption, if there was one, to figure a reimbursement amount. Sidewalk improvement districts were discussed.

Discussion on Complete Streets: Regional Planning Director Chad Nability introduced Amy Roberts from the Central District Health Department (CDHC). Ms. Roberts explained what complete streets were and the benefits to the city. She stated the CDHC had received a grant in 2015 related to the Walkable Communities Initiative sponsored by the Nebraska Department of Health and Human Services. As part of the process they sponsored a walking and biking summit and several public meetings with citizens and interested parties in Grand Island. One of the goals from the summit was to create a complete streets policy for the City of Grand Island. A complete streets policy recognizes that all modes of transportation (motor vehicles, transit, walking, & biking) are important to a community.

Mr. Nability reviewed the complete streets policy for the City of Grand Island. He mentioned the reasons to have a complete street policy were for consistency, clear direction, sustainability, and long term impact. Discussion was held regarding the enforcement of the policy, gaps, and retrofitting.

Discussion on City Owned Parking Lots: Public Works Director John Collins reported that the City currently had 10 public lots, 2 YMCA lots, Grand Generation Center lot and city employee lot. Based on the August 1, 2016 report provided by Olsson Associates there was \$2,390,000.00 in necessary repair costs to the parking lots evaluated. Reviewed were the results from the study.

The following alternatives were presented:

- Increase assessments
- Contribute Other City funds
- Divest/Sale
- Lease

Amos Anson, 4234 Arizona Avenue spoke in support of the City being a partner in downtown. Mentioned was the possibility of acquiring parking lots and charging for parking.



Mr. Collins stated there was \$750,000 in this year's budget that could be used on the parking lots. Discussion was held concerning the costs of repairing the parking lots. It was recommended that the Public Works start working on those parking lots that were used the most and proceed with the repair work.

Director of Downtown BID Cara Lemburg, 1507 West 1<sup>st</sup> Street answered questions regarding where the employees of the businesses in downtown park. President of the Downtown BID Tom Ziller, 324 West 18<sup>th</sup> Street spoke concerning a parking management strategy that they were working on.

Comments were made concerning the downtown assessments not being equitable.

ADJOURNMENT: The meeting was adjourned at 8:50 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, April 11, 2017**

**Council Session**

## **Item G-3**

**Approving Liquor Manager Designation for Jay Gates, 6220  
Thompson Creek Boulevard, Lincoln, Nebraska for Applebee's  
Neighborhood Grill & Bar, 721 Diers Avenue**

**Staff Contact: RaNae Edwards**

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** April 11, 2017

**Subject:** Request from Jay Gates, 6220 Thompson Creek Boulevard, Lincoln, Nebraska for Liquor Manager Designation with Applebee's Neighborhood Grill & Bar, 721 Diers Avenue

**Presenter(s):** RaNae Edwards, City Clerk

## Background

Jay Gates, 6220 Thompson Creek Boulevard, Lincoln, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Applebee's Neighborhood Grill & Gar, 721 Diers Avenue.

This application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

## Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received as required by City Code. Mr. Gates has completed a state approved alcohol server/seller training program. Staff recommends approval.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the requests.
2. Forward the requests with no recommendation.
3. Take no action on the requests.

## **Recommendation**

City Administration recommends that the Council approve the request for Liquor Manager Designation.

## **Sample Motion**

Move to approve the request from Jay Gates, 6220 Thompson Creek Boulevard, Lincoln, Nebraska for Liquor Manager Designation in conjunction with the Class "I-101516" Liquor License for Applebee's Neighborhood Grill & Bar, 721 Diers Avenue.

Grand Island Police Department  
Supplemental Report

Date, Time: Thu Apr 06 13:46:55 CDT 2017  
Reporting Officer: Vitera  
Unit- CID

Jay Gates is applying to become the liquor manager at Applebee's. According to his application, he currently lives in Lincoln and has lived in Nebraska since 2014. Before that, he lived in Urbandale, Iowa. His spouse is listed as Kindra Gates, and she signed a Spousal Affidavit of Non-Participation form. Jay disclosed that he has been convicted of disturbing the peace three times, trespassing, and assault. All of these convictions are between 1995 and 1999.

I checked Jay through Spillman and NCJIS. Jay did not have an entry in Spillman. NCJIS shows that Jay has five undisclosed speeding convictions ranging from 2013 through 2016, three no valid registration convictions between 2003 and 2005, and a driving during suspension conviction in 1996. Jay has a valid Nebraska driver's license and doesn't have any outstanding warrants for his arrest.

I called Jay on 4/6/17 and spoke to him about some of his undisclosed convictions. Jay said he got his "criminal history" report from Lincoln Police Department, and he did not get a printout from the DMV. He acknowledged that the convictions he disclosed were all from when he was in college in Lincoln or shortly thereafter.

I also checked Jay through a paid online law enforcement-only database which tends to provide mostly personal identifying information and civil information. I found that Jay has two old and open civil judgments against him. One was filed in Douglas County in 2005 by the Bank of America. At that time, the judgment amount was \$13,664. I called the Douglas County courthouse and was told that the amount owed now is \$25,794.97 due to interest and fees. The other judgment was also filed in Douglas County in 2006 by Asset Acceptance. The initial judgment amount was \$8,814. After speaking with someone at the Douglas County courthouse, I was told that the amount is now \$13,453.61.

The person I spoke to at the courthouse gave me telephone numbers for the attorneys handling the cases. I called each one of them and left messages. At this time, I have not heard back from either of them.

I also called Jay again and asked him about the judgments. He said he thought he had settled them. He specifically recalled the Bank of America judgment. He thinks he has settlement paperwork in a safe deposit box. He also told me that he hasn't seen any damage to his credit report that would indicate these judgments are active. I gave Jay the court case numbers, so he can check with Douglas County. I also told him that this didn't affect our recommendation to the council on him being the liquor manager for Applebee's.

In summary, none of Jay's undisclosed convictions will preclude him from being the liquor manager at Applebee's, and the convictions he disclosed are about twenty years old. The civil judgments against Jay could go against his character and reputation. However, it's possible the civil cases have been settled, the plaintiffs just quit trying to collect, or in some way Jay is no longer responsible for them. In addition, the Grand Island Police Department has had very few liquor-related issues at Applebee's, and a liquor manager change probably won't change that.

The GIPD has no objection to Jay Gates becoming the liquor manager at Applebee's.



# **City of Grand Island**

**Tuesday, April 11, 2017**

**Council Session**

## **Item G-4**

**Approving Liquor Manager Designation for Alexander Briner,  
1314 14th Street, Aurora, Nebraska for Prairie Pride Brewing  
Company, 115 E. South Front Street - Class “LK-116938” Liquor  
License**

**Staff Contact: RaNae Edwards**

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** April 11, 2017

**Subject:** Request from Alexander Briner, 1314 14<sup>th</sup> Street, Aurora, NE for Liquor Manager Designation with Prairie Pride Brewing Company, 115 E. South Front Street – Class “LK-116938” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## Background

Alexander Briner, 1314 14<sup>th</sup> Street, Aurora, NE has submitted an application with the City Clerk’s Office for a Liquor Manager Designation in conjunction with Prairie Pride Brewing Company, 115 E. South Front Street for their Class “LK-116938” Liquor License.

This application has been reviewed by the Police Department and City Clerk’s Office. See Police Department report attached.

## Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Mr. Briner has completed a state approved alcohol server/seller training program. Staff recommends approval.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the requests.
2. Forward the requests with no recommendation.
3. Take no action on the requests.



## **Recommendation**

City Administration recommends that the Council approve the request for Liquor Manager Designation.

## **Sample Motion**

Move to approve the request from Alexander Briner, 1314 14<sup>th</sup> Street, Aurora, NE for Liquor Manager Designation in conjunction with the Class “LK-116938” Liquor License for Prairie Pride Brewing Company, 115 E. South Front Street.

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Grand Island Police Department  
Supplemental Report

Date, Time: Mon Mar 27 12:43:48 CDT 2017  
Reporting Officer: Vitera  
Unit- CID

Alexander Briner is applying to be the liquor manager at Prairie Pride Brewing Company. Prairie Pride just received their liquor license a little over six months ago. Alexander is an original member of the company and was investigated and approved at the time of the original application process.

I checked Alexander again through the same databases as last time and found nothing new. The Grand Island Police Department has no objection to Alexander Briner becoming the liquor manager at Prairie Pride Brewing Company.



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-5

**#2017-102 - Approving Request from Request from Prairie Pride Brewing Company, LLC dba Prairie Pride Brewing Company, 115 E. South Front Street for a Class “C” Liquor License and Liquor Manager Designation for Alexander Briner, 1314 14th Street, Aurora, Nebraska**

*This item relates to the aforementioned Public Hearing item E-1.*

Staff Contact: RaNae Edwards

RESOLUTION 2017-102

WHEREAS, an application was filed by Prairie Pride Brewing Company, LLC doing business as Prairie Pride Brewing Company, 115 E. South Front Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 1, 2017; such publication cost being \$17.26; and

WHEREAS, a public hearing was held on April 11, 2017 for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Alexander Briner, 1314 14<sup>th</sup> Street, Aurora, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
April 7, 2017            ☐ City Attorney



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-6

**#2017-103 - Approving Final Plat and Subdivision Agreement for Meadowlark West 10th Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** April 11, 2017  
**Subject:** Meadowlark West 10<sup>th</sup> Subdivision – Final Plat  
**Presenter(s):** Chad Naby, AICP, Regional Planning Director

## **Background**

This property is located north of Faidley Avenue and east of Highway 281 in the City of Grand Island, in Hall County, Nebraska. It consists of 2 lots and 2.945 acres.

## **Discussion**

The plat for Meadowlark West 10th Subdivision, Final Plat was considered by the Regional Planning Commission at the April 5, 2017 meeting.

A motion was made by Hoggatt and seconded by Maurer to approve the plat as presented.

A roll call vote was taken and the motion passed with 10 members present and voting in favor (Allan, O’Neill, Ruge, Maurer, Robb, Monter, Rainforth, Rubio, Hoggatt and Kjar) and no members voting no or abstaining.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that Council approve the final plat as presented.

## **Sample Motion**

Move to approve as recommended.

**Developer/Owner**

Allen Phase III, LLC  
1115 W. Second St.  
Hastings, NE 68902

To create 2 lots located north of Faidley Avenue and east of Highway 281, in the City of Grand Island, in Hall County, Nebraska.

**Size:** 2.945 acres

**Zoning:** B2 – General Business

**Road Access:** City Roads

**Water Public:** City water is available.

**Sewer Public:** City sewer is available.





# MEADOWLARK WEST TENTH SUBDIVISION

## IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT

- LEGEND**
- SET CORNER (5/8"x24" REBAR W/CAP)
  - FOUND CORNER (5/8" REBAR)
  - PROPOSED SUBDIVISION LINE
  - PROPOSED PROPERTY LINE
  - - - EXIST. PROPERTY LINE
  - - - PROPOSED UTILITY EASE.
  - - - EXIST. UTILITY EASE.
  - M MEASURED DISTANCE
  - P PLATTED DISTANCE MEADOWLARK WEST THIRD SUBD. (INSTRUMENT #99105894)
  - E PROPOSED EASMENT MEASURED DISTANCE
  - ▨ PROPOSED EASMENT AREA

**LEGAL DESCRIPTION**

A REPLAT OF ALL OF LOT 11, MEADOWLARK WEST THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 128,257.23 SQUARE FEET OR 2.944 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ON \_\_\_\_\_, 2017, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND LOCATED IN ALL OF LOT 11, MEADOWLARK WEST THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

\_\_\_\_\_  
 JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

**DEDICATION OF PLAT**

KNOW ALL MEN BY THESE PRESENTS, THAT ALLEN PHASE III, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "MEADOWLARK WEST TENTH SUBDIVISION" BEING ALL OF LOT 11, MEADOWLARK WEST THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT \_\_\_\_\_, NEBRASKA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
 ALLEN PHASE III, LLC, A NEBRASKA LIMITED LIABILITY COMPANY  
 BY: KRISTIN M. ALLEN, MANAGER

**ACKNOWLEDGMENT**

STATE OF NEBRASKA      SS  
 COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED ALLEN PHASE III, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BY: KRISTIN M. ALLEN, MANAGER, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC

**APPROVAL**

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

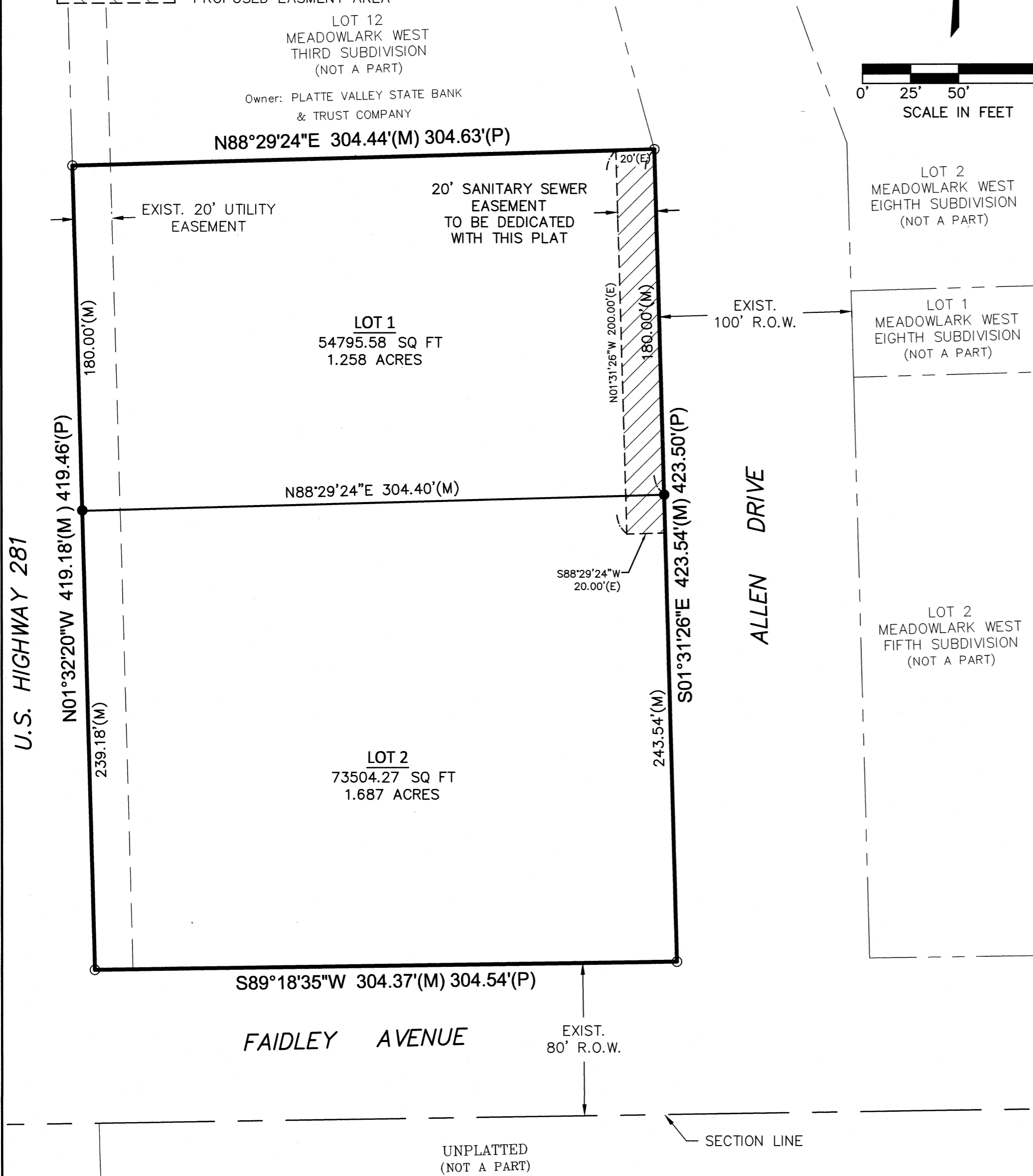
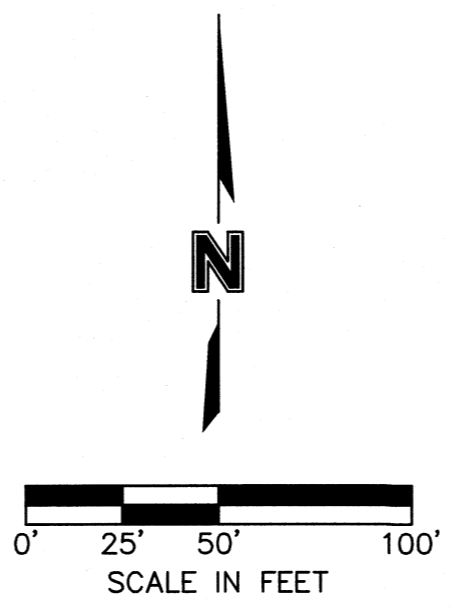
\_\_\_\_\_  
 CHAIRPERSON      DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
 MAYOR

\_\_\_\_\_  
 CITY CLERK



LOT 12  
 MEADOWLARK WEST  
 THIRD SUBDIVISION  
 (NOT A PART)  
 Owner: PLATTE VALLEY STATE BANK  
 & TRUST COMPANY

LOT 2  
 MEADOWLARK WEST  
 EIGHTH SUBDIVISION  
 (NOT A PART)

LOT 1  
 MEADOWLARK WEST  
 EIGHTH SUBDIVISION  
 (NOT A PART)

LOT 2  
 MEADOWLARK WEST  
 FIFTH SUBDIVISION  
 (NOT A PART)

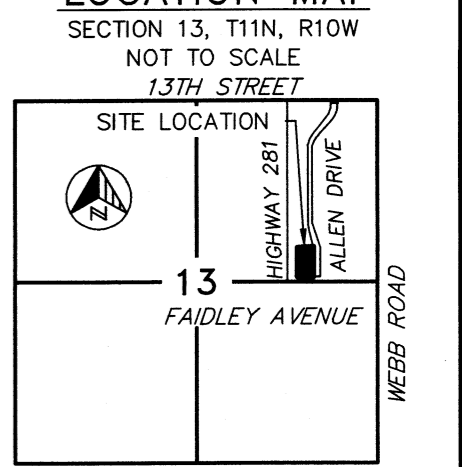
DWG: F:\2017\0001-0500\017-0112\40-Design\Survey\SRV\Sheets\V\_FPT\_70112.dwg      USER: jjimenez  
 DATE: Mar 15, 2017 12:28pm      XREFS: V\_XTPO\_70112

**OLSSON ASSOCIATES**  
 201 East 2nd Street  
 P.O. Box 1072  
 Grand Island, NE 68802-1072  
 TEL 308.384.8750  
 FAX 308.384.8752

PROJECT NO. 2017-0112
ALLEN PHASE III LLC SURVEY
FB

OWNERS: ALLEN PHASE III, LLC  
 SUBDIVIDER: ALLEN PHASE III, LLC  
 SURVEYOR: OLSSON ASSOCIATES  
 ENGINEER: OLSSON ASSOCIATES  
 NUMBER OF LOTS: 2

**LOCATION MAP**



RESOLUTION 2017-103

WHEREAS Allen Phase III, LLC, a Nebraska Limited Liability Company, being the owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "MEADOWLARK WEST 10TH SUBDIVISION", a subdivision being in part of the Northeast Quarter (NE ¼) of Section Thirteen (13), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of "MEADOWLARK WEST 10TH SUBDIVISION," as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 7, 2017	☒ City Attorney



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-7

### **#2017-104 - Approving Acquisition of Utility Easement - 750 Allen Drive - Allen Phase III LLC**

*This item relates to the aforementioned Public Hearing item E-2.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-104

WHEREAS, a public utility easement is required by the City of Grand Island from Allen Phase III LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on April 11, 2017 for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The Northerly twenty (20.0) feet of the westerly two hundred (200.0) feet of Lot Eleven (11), Meadowlark West Third Subdivision, Grand Island, Hall County, Nebraska.

The above described easement and right-of-way containing a calculated area of 0.092 acres, more or less, as shown on the plat dated 3/9/2017, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Allen Phase III LLC, on the above-described tract of land.

- - -

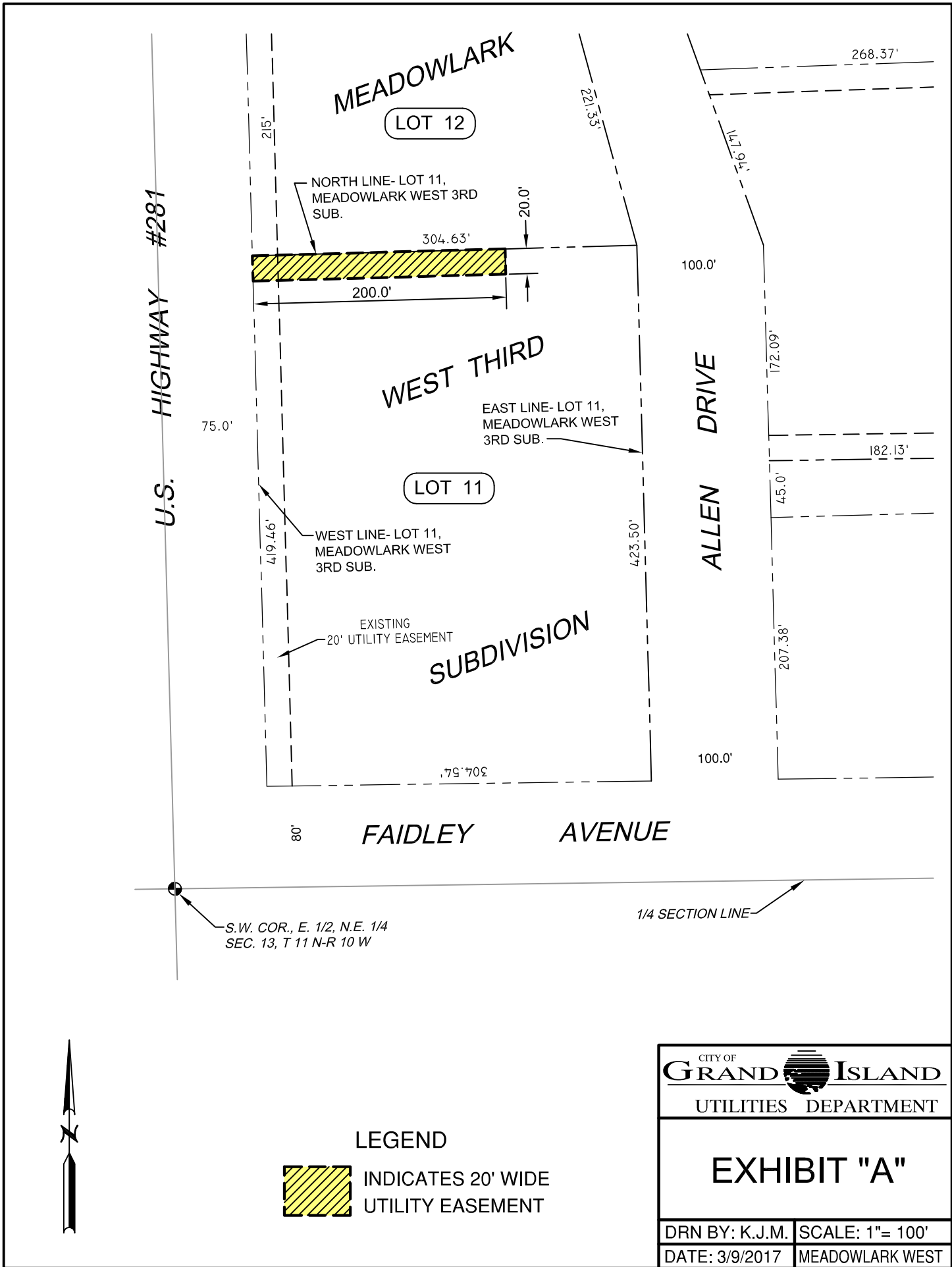
Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 7, 2017	☒ City Attorney



**LEGEND**



INDICATES 20' WIDE UTILITY EASEMENT

CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 3/9/2017	MEADOWLARK WEST



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-8

**#2017-105 - Approving Acquisition of Utility Easement - 4171  
Nevada Avenue - Blackburn**

*This item relates to the aforementioned Public Hearing item E-3.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-105

WHEREAS, a public utility easement is required by the City of Grand Island from Corey and Amanda Blackburn, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on April 11, 2017 for the purpose of discussing the proposed acquisition of a five (5.0) foot utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The westerly five (5.0) feet of Lot Four (4), Ross Heights Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above described easement and right-of-way containing a calculated area of .020 acres, more or less, as shown on the plat dated 3/10/2017 marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Corey and Amanda Blackburn, on the above-described tract of land.

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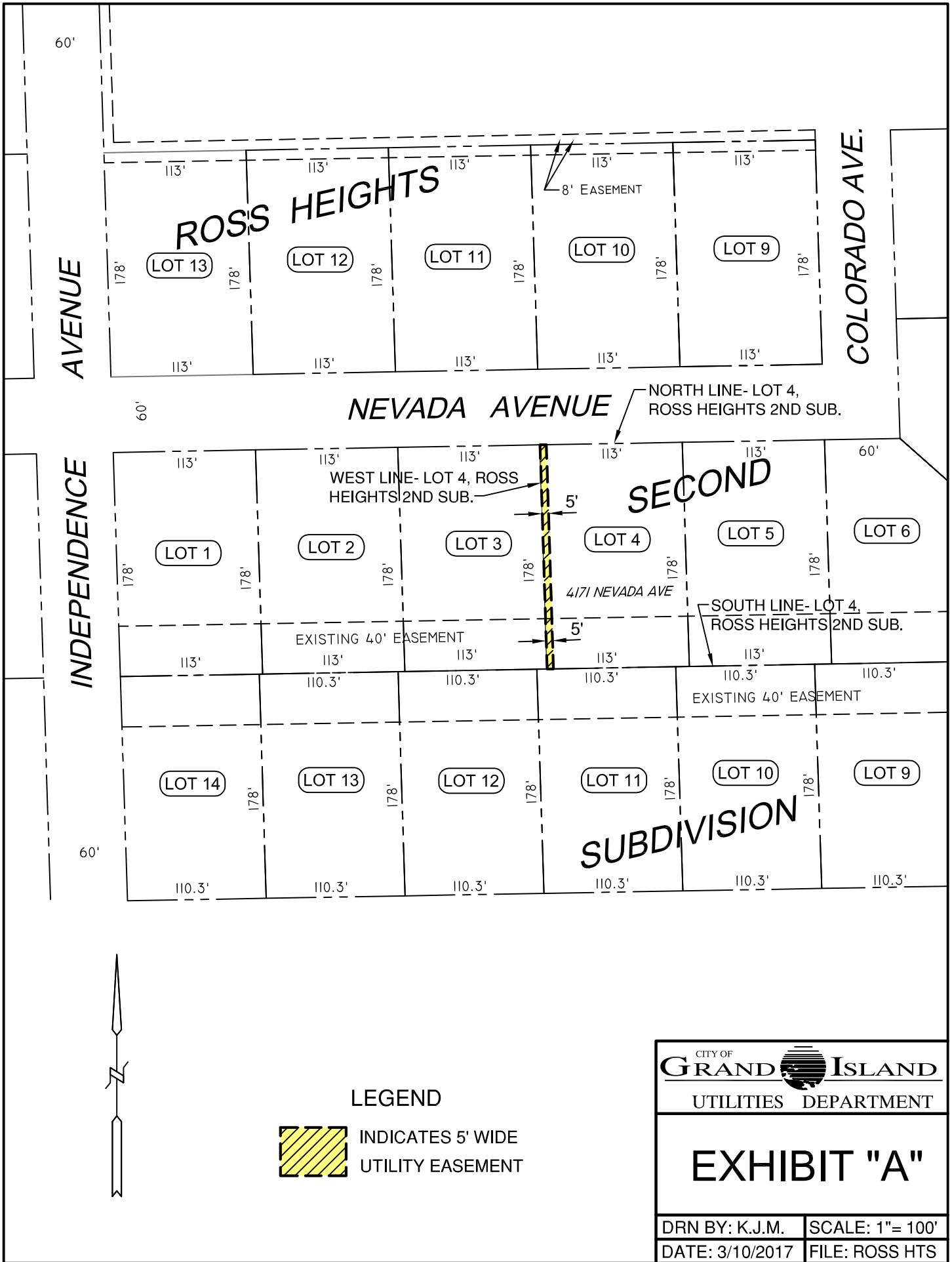
Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 7, 2017	☒ City Attorney







# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-9

**#2017-106 - Approving Acquisition of Utility Easement - 4179  
Nevada Avenue - Greamy, LLC**

*This item relates to the aforementioned Public Hearing item E-4.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-106

WHEREAS, a public utility easement is required by the City of Grand Island from Greamy, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on April 11, 2017 for the purpose of discussing the proposed acquisition of a five (5.0) foot utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The easterly five (5.0) feet of Lot Three (3), Ross Heights Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above described easement and right-of-way containing a calculated area of .020 acres, more or less, as shown on the plat dated 3/10/2017 marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Greamy, LLC, on the above-described tract of land.

- - -

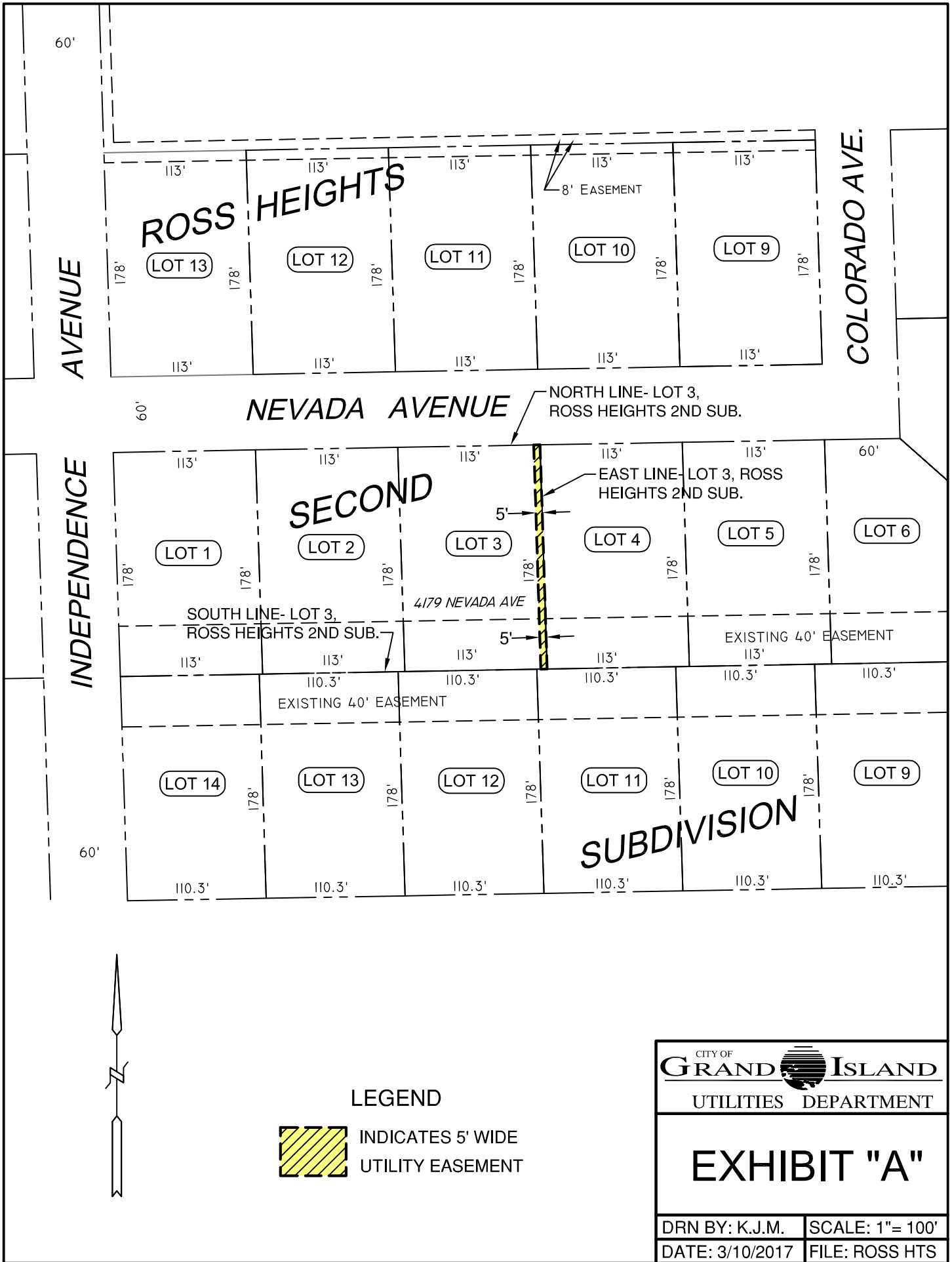
Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2017	☐ City Attorney





# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-10

**#2017-107 - Approving Acquisition of Utility Easement - 4480 Gold Core Drive - Inland Truck Parts Company**

*This item relates to the aforementioned Public Hearing item E-5.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-107

WHEREAS, a public utility easement is required by the City of Grand Island from Inland Truck Parts Company, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on April 11, 2017 for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of Lot Two (2), Platte Valley Industrial Park Tenth Subdivision, in the City of Grand Island, Hall County, Nebraska; thence southerly along the easterly line of said Lot Two (2), a distance of fifty (50.0) feet; thence deflecting right 90°00'00" and running westerly, a distance of two hundred eighty (280.0) feet to the point of termination.

The above described easement and right-of-way containing 0.13 acres, more or less, as shown on the plat dated 3/10/2017, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Inland Truck Parts Company, on the above-described tract of land.

- - -

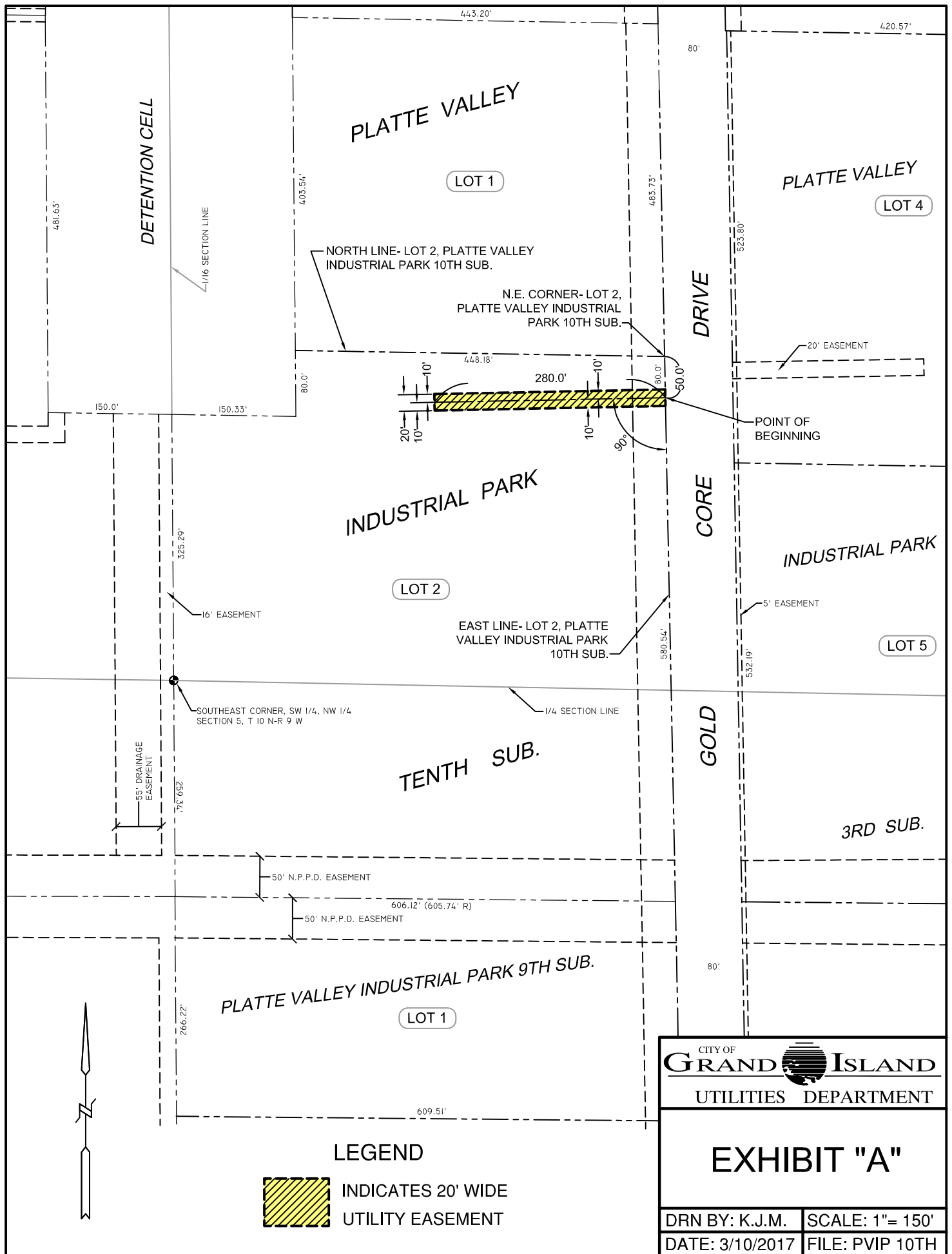
Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.


\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2017	☐ City Attorney



**LEGEND**  
 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF <b>GRAND ISLAND</b> UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1"= 150'
DATE: 3/10/2017	FILE: PVIP 10TH



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-11

**#2017-108 - Approving Construction of Vehicle Storage Building at  
1306 W. 3rd Street**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** April 11, 2017

**Subject:** Vehicle Garage & Warehouse – 1306 W. 3<sup>rd</sup> Street  
(2017-VS-1)

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

A Request for Proposal (RFP) was issued for the complete design, materials, installation and construction of a pre-engineered metal building for the Utilities Department. The facility is proposed as a vehicle garage and warehouse on the north side of the Utilities Engineering/Customer Service Center located at 1306 W. 3<sup>rd</sup> Street.

Currently, pick-ups, cars and staff SUV's used by the Meter Readers and Engineering Division are on the open parking lot when not in use and during the night. On a recent evening, a department pick-up was damaged and had all four wheels and tires stolen while it was outside the offices (see pictures).

The new building would be a secure location to park and store vehicles and prevent such acts of theft and vandalism. The building would provide protection from exposure to the weather and environment, thereby extending the life of the units and reducing maintenance and repair costs.

Presently, spare equipment is stacked in a small shop area as there is no longer space for storage of materials. The building's original warehouse was remodeled into the Engineering Division's offices when Customer Service was relocated from City Hall to the Third Street building. The proposed addition would provide the warehouse and storage space needed for the department.

## Discussion

In accordance with City Procurement Codes, the RFP was publicly advertised and the notice was sent to eleven different firms. Four companies submitted proposals and they have been reviewed and evaluated.



Firm	Proposal Pricing	Completion
Chief Construction Co., Grand Island, NE	\$372,613.00	August 18, 2017
Lacy Construction Co., Grand Island, NE	\$504,500.00	December 20, 2017
Rathman Manning Construction, Chapman, NE	\$527,000.00	August 16, 2017
Sampson Construction, Kearney, NE	\$692,000.00	August 31, 2017

The proposal provided from Chief Construction Company of Grand Island complies with the RFP's requirements to furnish a turn-key building and has the lowest listed price of \$372,613.00. Their schedule indicated 100 days to complete the work.

The design and construction of a vehicle garage and warehouse was included in the 2016-2017 Fiscal Year Budget under Distribution Building Improvements. The estimated cost of the project was \$450,000.00.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand.

The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the proposal from Chief Construction Company of Grand Island, Nebraska, in the amount of \$372,613.00.

### **Sample Motion**

Move to approve the proposal from Chief Construction Company in the amount of \$372,613.00.

Vandalism to vehicles left in the lot overnight





Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
VEHICLE STORAGE FACILITY 2017-VS-1**

**RFP DUE DATE:** March 23, 2017 at 4:00 p.m.

**DEPARTMENT:** Utilities

**PUBLICATION DATE:** February 20, 2017

**NO. POTENTIAL BIDDERS:** 11

**SUMMARY OF PROPOSALS RECEIVED**

**Rathman Manning Construction**  
Chapman, NE

**Chief Construction**  
Grand Island, NE

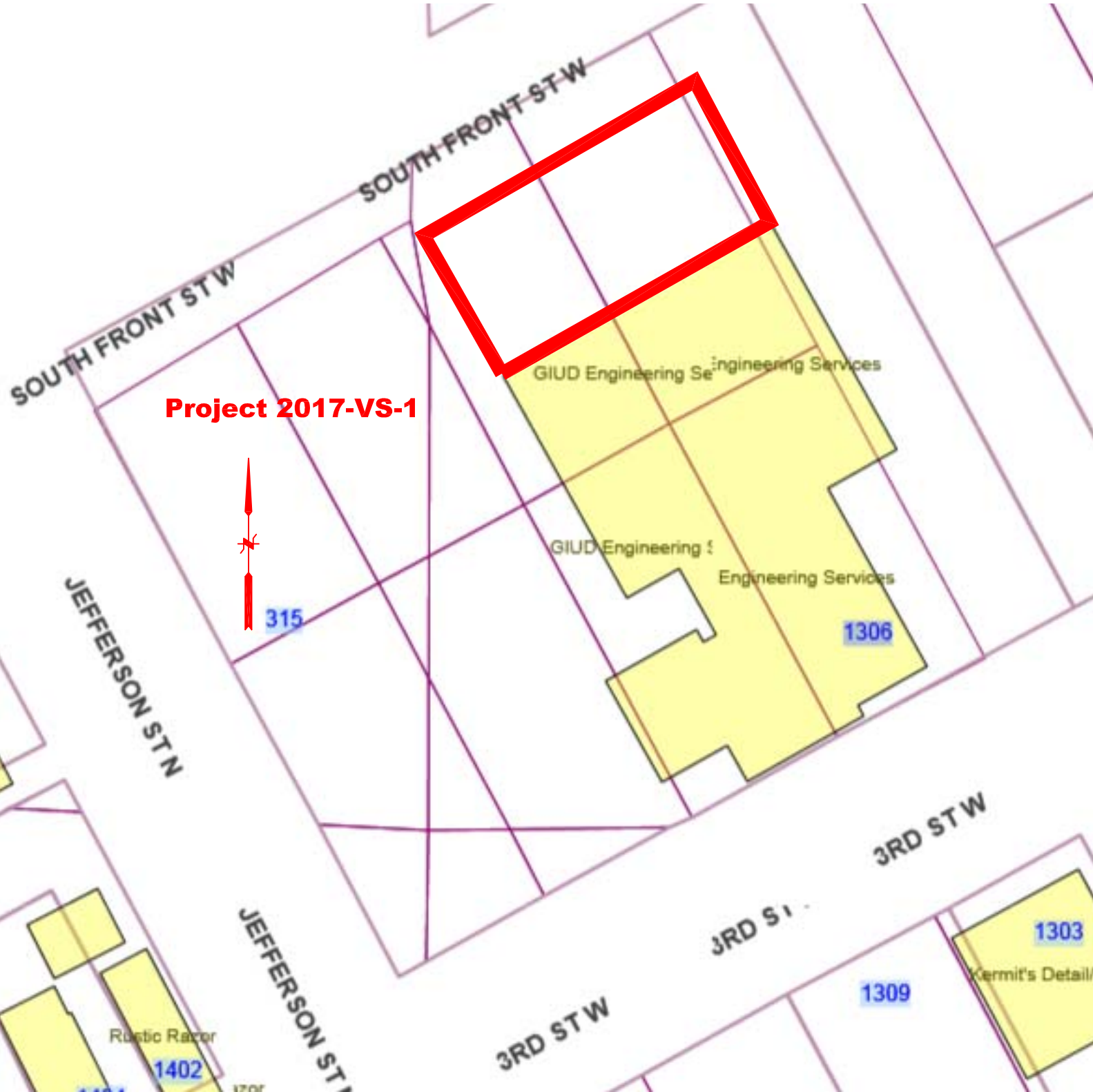
**Lacy Construction**  
Grand Island, NE

**Sampson Construction**  
Kearney, NE

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Christy Leshner, Utilities Engineering

Pat Gericke, Utilities Admin. Assist.  
Renae Griffiths, Finance Director  
Tom Barnes, Utilities Engineer

**P1944**



RESOLUTION 2017-108

WHEREAS, the City of Grand Island extended a Request for Proposals for a Vehicle Garage and Warehouse at 1306 West 3<sup>rd</sup> Street, according to plans and specifications on file with the Utilities Department; and

WHEREAS, proposals were due by 4:00 p.m. on Thursday, March 23, 2017; and

WHEREAS, Chief Construction Company of Grand Island, Nebraska submitted a proposal in accordance with the terms of the advertisement and plans and specifications and all other statutory requirements contained therein, such proposal being in the amount of \$372,613.00; and

WHEREAS, the proposal from Chief Construction is less than the budgeted amount for the Vehicle Garage and Warehouse at 1306 West 3<sup>rd</sup> Street.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Chief Construction Company in the amount of \$372,613.00 for the Vehicle Garage and Warehouse at 1306 West 3<sup>rd</sup> Street, is hereby approved.

---

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 7, 2017	☒ City Attorney



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-12

**#2017-109 - Approving Purchase of Distribution Transformers**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** April 11, 2017

**Subject:** Distribution Transformers

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

On average, Grand Island Utilities purchases around 240 distribution transformers per year. These transformer purchases can be broken down into three categories: Three Phase Pad-mount, Single Phase Pad-mount, and Single Phase Pole-mount. With procurement lead times of up to 12 weeks, it is beneficial to have a pre-approved bid sheet available for ordering. The proposed agreements here-in will run through the end of the calendar year.

## Discussion

The Utilities Department evaluated three independent categories of transformers: Three Phase Pad-mount, Single Phase Pad-mount, and Single Phase Pole-mount. The request for proposals was advertised and sent to six vendors. Proposals were received by 4:00 p.m. on March 21, 2017, with the following six vendors submitting proposals:

Cahoon Sales, Inc.  
Central Moloney, Inc.  
Kriz-Davis Company  
Dutton-Lainson Company  
Wesco Distribution, Inc.  
Rural Electric Supply Cooperative

Using a matrix of the Department's established evaluation criteria, which included Proposal Responsiveness, Company Experience, Unit Pricing, and Guarantees, the proposals were reviewed by the department's division managers. A tabulation of the evaluations' factors indicated a consensus for the following selections:

Company	Category
Cahoon Sales, Inc.	Three Phase Pad-mount Transformers
Central Moloney, Inc.	Single Phase Pad-mount Transformers
Kriz-Davis Company	Single Phase Pole-mount Transformers

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

The project specifications provide that the City may award all categories to a single vendor or award contracts to three separate vendors, whichever method provides the best value to the City. City Administration recommends that the Council award the purchasing contracts to individual vendors, by category, in the following manner:

Cahoon Sales Inc.	Three Phase Pad-mount Transformers
Central Moloney, Inc.	Single Phase Pad-mount Transformers
Kriz-Davis Company	Single Phase Pole-mount Transformers

## **Sample Motion**

Move to approve the purchase of Distribution Transformers from Cahoon Sales Inc., Central Moloney, Inc., and Kriz-Davis Company, based upon the Utilities Department's evaluation criteria.





Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
DISTRIBUTION TRANSFORMERS**

**RFP DUE DATE:** March 21, 2017 at 4:00 p.m.  
**DEPARTMENT:** Utilities  
**PUBLICATION DATE:** March 1, 2017  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY OF PROPOSALS RECEIVED**

**WESCO Distribution**  
Sioux City, IA

**Central Moloney, Inc.**  
Pine Bluff, AR

**Kriz-Davis Company**  
Grand Island, NE

**Dutton-Lainson Company**  
Hastings, NE

**ERMCO % Cahoon Sales, Inc.**  
Iowa City, IA

**RESCO**  
Middleton, WI

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent  
Ryan Schmitz, Assist. Utilities Director

Pat Gericke, Utilities Admin. Assist.  
Renaef Griffiths, Finance Director  
Christy Leshner, Utilities Engineering

**P1955**

RESOLUTION 2017-109

WHEREAS, Grand Island Utilities purchases about 240 distribution transformers per year and the transformer purchases can be broken down into three categories; three phase pad-mount, single phase pad-mount and single phase pole-mount; and

WHEREAS, it takes up to 12 weeks to receive the transformers once they are ordered and it is beneficial to have a pre-approved bid sheet available for ordering; and

WHEREAS, a Request for Proposal was sent to six different companies, and after division manager's review, a tabulation of the evaluations' factors indicated a consensus for the following purchases:

Company	Category
Cahoon Sales, Inc.	Three Phase Pad-mount Transformers
Central Moloney, Inc.	Single Phase Pad-mount Transformers
Kriz-Davis Company	Single Phase Pole-mount Transformers

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Utilities Department is hereby allowed to purchase distribution transformers from the above three vendors by category listed.

---

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
April 7, 2017            ✕ City Attorney



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-13

**#2017-110 - Approving State Bid Award for Two (2) 2017  
Chevrolet Pickups for the Wastewater Division of the Public  
Works Department**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Marvin Strong PE, Wastewater Plant Engineer

**Meeting:** April 11, 2017

**Subject:** Approving State Bid Award for Two (2) 2017 Chevrolet Pickups for the Wastewater Division of the Public Works Department

**Presenter(s):** John Collins PE, Public Works Director

## Background

The Wastewater Division of the Public Works Department budgeted for new two (2) pickups to replace pickups currently used in the collection section of the division. Funds are available in the approved FY 2016/2017 budget for this purchase.

## Discussion

The collection section of the Wastewater Division, within the Public Works Department has two (2) dually pickups in need of replacement. These vehicles are used in the daily work of cleaning and maintaining the City's sanitary sewer mains. Each vehicle is serviced routinely by the City's Repair Shop, with oil changes every 100-150 hours, which is equivalent to 5,000 miles for a passenger vehicle.

Pickup "A" is a 2017 Chevrolet Silverado 3500HD crew cab, which will replace a 2003 Ford pickup with 94,085 miles / 11,951 hours. The 2003 Ford pickup cost \$29,000.00 brand new and has cost in excess of \$44,000.00 (parts and labor) since the Wastewater Division purchased it. The ratio of expense to purchase price is 1.276. Upon evaluation by the City's Repair Shop this vehicle has been serviced a number of times over the last year due to starting issues and the engine shows signs of wear with oil use in between scheduled servicing. This vehicle is used to pull a vacuum unit, weighing over four (4) tons when full, to augment the sewer cleaning process; mainly operating in easements and alleys and is used to respond to after hour emergencies.

The vehicle specifications awarded under State of Nebraska Contract #14588 OC for a 2017 Chevrolet Silverado 3500 4x4 meets all of the requirements for the Wastewater Division vehicle. Husker Auto Group of Lincoln, Nebraska submitted a bid with no exceptions in the amount of \$44,468.77. There are sufficient funds for this purchase in Account No. 53030054-85625.

Pickup "B" is a 2017 Chevrolet Silverado 1500 crew cab, which will replace a 2005 Ford pickup with 91,585 miles / 10,464 hours. The 2005 Ford pickup cost \$30,790.00 brand new and has cost in excess of \$37,000.00 (parts and labor) since the Wastewater Division purchased it. Upon evaluation by the City's Repair Shop this vehicle has an oil leak on the front right of the engine, possible leak on oil cooler and oil leak on both right & left back of the engine. The new vehicle will be used to transport traffic signs and barricades for traffic control necessary.

The vehicle specifications awarded under State of Nebraska Contract #14364 OC for a 2017 Chevrolet Silverado 1500 4x4 meets all of the requirements for the Wastewater Division vehicle. Husker Auto Group of Lincoln, Nebraska submitted a bid with no exceptions in the amount of \$30,442.28. There are sufficient funds for this purchase in Account No. 53030054-85625.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the State Bid Awards to Husker Auto Group of Lincoln, Nebraska in the total amount of \$74,911.05 for one (1) 2017 Chevrolet Silverado 3500 4x4 and one (1) 2017 Chevrolet Silverado 1500 4x4 for the Wastewater Division of the Public Works Department.

### **Sample Motion**

Move to approve the resolution.

Unit 784 - 2003 Ford Medium Duty Truck with 94,085 Miles and 12,032 Hours. It is paired with a jetter to clean sanitary sewers. Unit 784 pulls a vacuum unit on a trailer that weighs over four tons when full. It pulls the vacuum unit on pavement, gravel, alleys and easements. We feel hours are a better indicator of use than miles. Fleet Services changes the oil in Vehicle 784 every 100 to 150 hours or 80 +/- Oil changes, which translates to 401,000 + miles @ 5,000 miles per oil change.



Profile, Exterior 1



Profile, Exterior 2



Front of engine possible head gaskets – not sure of leak location until you start working on it



Pinion seal on rear axel



Back of engine, not sure of leak location until you start working on it

Unit 790 - 2005 Ford F-350 with 91,585 Miles and 10,464 Hours. Unit 790 will be replaced with a Pick-Up Truck slated for Sanitary Sewer Collection System work. The new unit will be used to transport traffic signs and barricades for traffic control necessary.



Profile, Exterior 1



Profile, Exterior 2



Engine oil leak



Front engine oil leak



Rear engine oil leak



Steering hose



Turbo hose

RESOLUTION 2017-110

WHEREAS, the Wastewater Division of the Public Works Department for the City of Grand Island, budgeted for two (2) 2017 Chevrolet Pickups in the 2016/2017 fiscal year; and

WHEREAS, said vehicles, one (1) 2017 Chevrolet Silverado 3500 HD crew cab and one (1) 2017 Chevrolet Silverado 1500 crew cab, can be obtained from the State Contract holder; and

WHEREAS, purchasing the vehicle from the State Contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2016/2017 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) 2017 Chevrolet Silverado 3500 HD crew cab in the amount of \$44,468.77 and one (1) 2017 Chevrolet Silverado 1500 crew cab in the amount of \$30,442.28 from the State Contract holder, Husker Auto Group of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 7, 2017	☒ City Attorney





# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-14

**#2017-111 - Approving Bid Award for Curb Ramp Project No.  
2017-CR-2**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** John Collins PE, Public Works Director

**Meeting:** April 11, 2017

**Subject:** Approving Bid Award for Curb Ramp Project No. 2017-CR-2

**Presenter(s):** John Collins PE, Public Works Director

## Background

On March 17, 2017 the Engineering Division of the Public Works Department advertised for bids for the construction of a second round of curb ramps at various intersections in the City. The City is required to upgrade public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

To aid in ADA compliance efforts the City entered into a contract during FY 2015/2016 with Saul Ramos Construction, Inc. of Shelton Nebraska to install curb ramps along 4<sup>th</sup> Street, from Sycamore Street to Eddy Street in connection with a Community Development Block Grant (CDBG) through Community Development.

On March 14, 2017, via Resolution No. 2017-73, City Council awarded Curb Ramp Project No. 2017-CR-1 to Galvan Construction, Inc. in the amount of \$109,540.99. This project will allow for installation of curb ramps in a section of Faidley Avenue and Koenig Street.

### SECTION A - Faidley Avenue

- Section #A1. Faidley Avenue & Custer Avenue
- Section #A2. Faidley Avenue & Waldo Avenue
- Section #A3. Faidley Avenue & Alpha Street
- Section #A4. Faidley Avenue & Grace Avenue
- Section #A5. Faidley Avenue & Carey Avenue
- Section #A6. Faidley Avenue & Ruby Avenue
- Section #A7. Faidley Avenue & Darr Avenue
- Section #A8. Faidley Avenue & Boggs Avenue
- Section #A9. Faidley Avenue & White Avenue

### SECTION B – Koenig Street

- Section #B1. Koenig Street & Cedar Street

## Discussion

Three (3) bids were received and opened on March 30, 2017. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i><b>BIDDER</b></i>	<i><b>EXCEPTIONS</b></i>	<i><b>BID PRICE</b></i>
The Diamond Engineering Co. of Grand Island, NE	None	\$150,354.00*
Galvan Construction, Inc. of Grand Island, NE	None	\$159,337.40*
Morten Construction, LLC of Loomis, NE	None	\$199,933.48*

\*corrected calculation

Curb Ramp Project No. 2017-CR-2 addresses curb ramps at the following locations.

### SECTION A - Custer Avenue

- Section #A1. Custer Avenue & 4<sup>th</sup> Street
- Section #A2. Custer Avenue & 5<sup>th</sup> Street
- Section #A3. Custer Avenue & 6<sup>th</sup> Street
- Section #A4. Custer Avenue & North Front Street

### SECTION B – North Front Street

- Section #B1. North Front Street & Waldo Avenue
- Section #B2. North Front Street & Grace Avenue
- Section #B3. North Front Street & Carey Avenue
- Section #B4. North Front Street & Ruby Avenue
- Section #B5. North Front Street & Darr Avenue
- Section #B6. North Front Street & Boggs Avenue
- Section #B7. North Front Street & White Avenue

### SECTION C – 1<sup>st</sup> Street

- Section #C1. 1<sup>st</sup> Street & Monroe Street

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$150,354.00.

## Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 30, 2017 at 2:00 p.m.  
**FOR:** Curb Ramp Project 2017-CR-2  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$215,000.00  
**FUND/ACCOUNT:** 21000001-2100-40004  
**PUBLICATION DATE:** March 17, 2017  
**NO. POTENTIAL BIDDERS:** 15

**SUMMARY**

<b>Bidder:</b>	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Galvan Construction, Inc.</u> Grand Island, NE
<b>Bid Security:</b>	Universal Surety Co.	Cashier's Check
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Section A:</b>	\$46,788.00	\$ 49,971.00
<b>Section B:</b>	\$94,508.20	\$100,198.80
<b>Section C:</b>	<u>\$11,037.80</u>	<u>\$ 9,372.60</u>
<b>Total Bid:</b>	\$152,334.00	\$159,542.40

<b>Bidder:</b>	<u>Morten Construction, LLC</u> Loomis, NE
<b>Bid Security:</b>	Western Surety Co.
<b>Exceptions:</b>	None
<b>Bid Price:</b>	
<b>Section A:</b>	\$ 65,126.48
<b>Section B:</b>	\$128,722.00
<b>Section C:</b>	<u>\$ 8,652.88</u>
<b>Total Bid:</b>	\$202,501.36

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
Tim Golka, PW Engineer


**P1958**



**Proposed for 2017-CR-2**

<b>Location</b>	<input type="checkbox"/> Custer & 5th	<input type="checkbox"/> Grace & N Front	<input type="checkbox"/> Darr & N Front
<input type="checkbox"/> Custer & N Front	<input type="checkbox"/> Custer & 6th	<input type="checkbox"/> Carey & N Front	<input type="checkbox"/> Boggs & N Front
<input type="checkbox"/> Custer & 4th	<input type="checkbox"/> Waldo & N Front	<input type="checkbox"/> Ruby & N Front	<input type="checkbox"/> White & N Front
			<input type="checkbox"/> Monroe & 1st



 PUBLIC WORKS DEPARTMENT	DATE: 03-16-2017	Proposed ADA Curb Ramp Locations For 2017-CR-2	PLAN 1 / 1
	DRAWN BY: MWL		
	APPVD. BY: TAG		
	SCALE NONE		

RESOLUTION 2017-111

WHEREAS, the City of Grand Island invited sealed bids for Curb Ramp Project 2017-CR-2, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on March 30, 2017 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$150,354.00; and

WHEREAS, The Diamond Engineering Company's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$150,354.00 for Curb Ramp Project 2017-CR-2 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 7, 2017	☒ City Attorney



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-15

**#2017-112 - Approving Amendment No. 1 to Engineering Consulting Services Related to W Stolley Park Rd and Engleman Rd Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T; W US Highway 30 and Engleman Rd / West Park Plaza Sanitary Sewer Extension**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** John Collins PE, Public Works Director

**Meeting:** April 11, 2017

**Subject:** Approving Amendment No. 1 to Engineering Consulting Services Related to W Stolley Park Rd and Engleman Rd Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T; W US Highway 30 and Engleman Rd / West Park Plaza Sanitary Sewer Extension

**Presenter(s):** John Collins PE, Public Works Director

## Background

Sanitary Sewer Project No. 2017-S-3 will plan, design and build for an extension of the sanitary sewer from Stolley Park Road and Freedom Drive intersection west to just beyond the planned new west US Highway 30 realignment. Sanitary Sewer District No. 540T will continue west to serve the West Park Plaza Mobile Home Park. West Park Plaza is within city limits and in need of City sanitary services.

On February 14, 2017, via Resolution No. 2017-32, City Council approved an agreement with Olsson Associates of Lincoln, Nebraska in the amount of \$98,840.00 for engineering design services related to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3.

## Discussion

The original agreement with Olsson Associates requires an amendment to cover further survey work necessary west of Engleman Road and to the West Park Plaza lift station. This amendment also addresses easement negotiations with four (4) property owners and the design for the additional approximately 1,300 foot sewer extension. This amendment will be in the amount of \$18,242.00 for a revised agreement of \$117,082.00.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:



1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

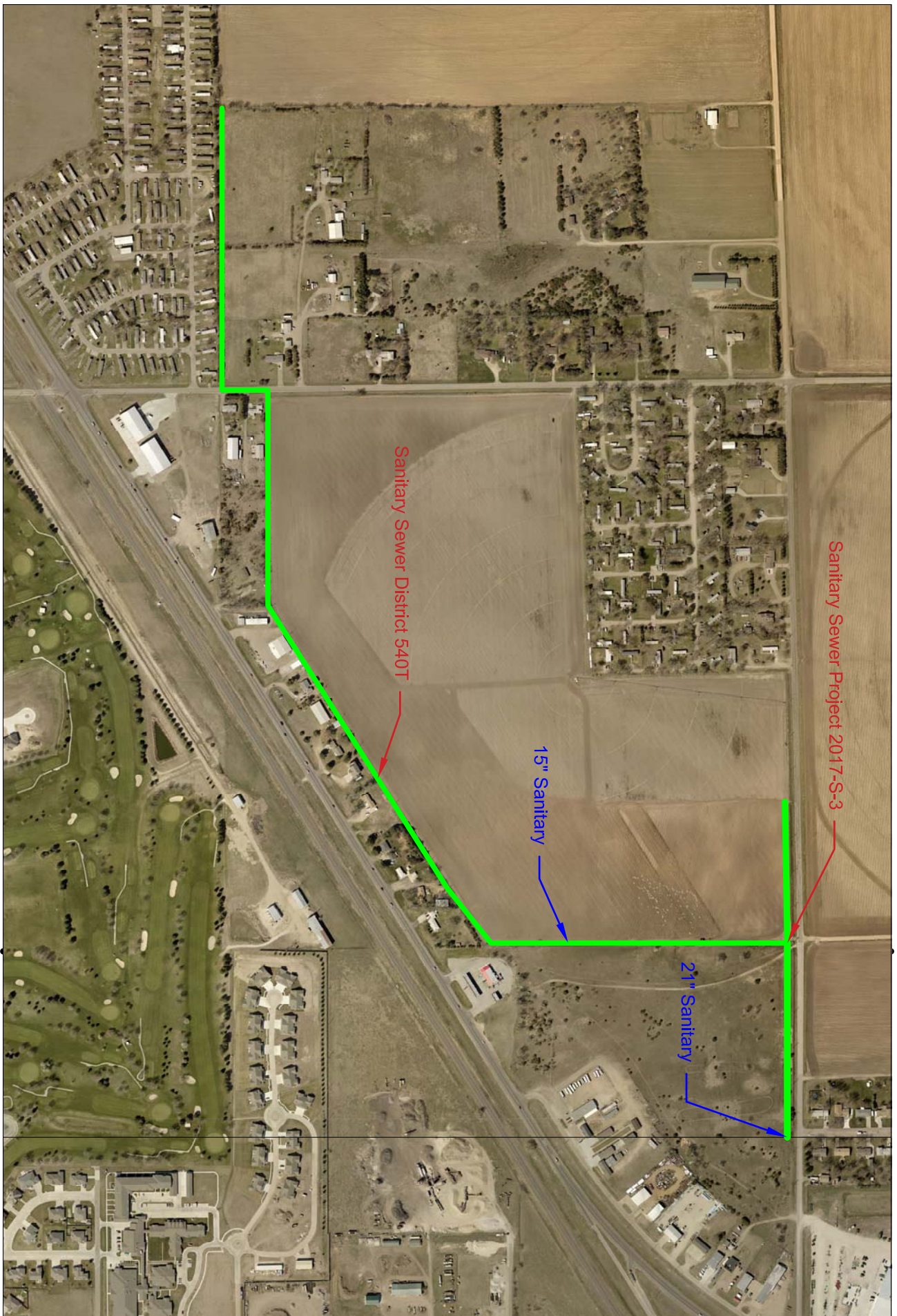
### **Recommendation**

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with Olsson Associates of Lincoln, Nebraska, in the amount of \$18,242.00.

### **Sample Motion**

Move to approve the resolution.

SANITARY SEWER TAP DISTRICT 540T - 15" TO WESTPARK PLAZA  
SANITARY SEWER PROJECT 2017-S-3 - 21" TOWARD ENGLEMAN



RESOLUTION 2017-112

WHEREAS, on February 14, 2017, via Resolution No. 2017-32 the Grand Island City Council approved entering into an agreement with Olsson Associates of Lincoln, Nebraska in the amount of \$98,840.00 for engineering design services relates to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3; and

WHEREAS, the original agreement is now being amended to allow further survey work, easement negotiations and design for additional sewer extension; and

WHEREAS, such amendment is in the amount of \$18,242.00, for a revised agreement amount of \$117,082.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson Associates of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Olsson Associates of Lincoln, Nebraska for engineering consulting services related to Sanitary Sewer Project No. 2017-S-3 and Sanitary Sewer District No. 540T is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such amendment on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2017	☐ City Attorney



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-16

**#2017-113 - Approving Request from Grand Island Substance Abuse Prevention Coalition/Tobacco Free Hall County for Permission to Use City Streets/Trails and State Highway for the Outrun Addiction Family Fun Run**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** John Collins PE, Public Works Director

**Meeting:** April 11, 2017

**Subject:** Consideration of Approving Request from Grand Island Substance Abuse Prevention Coalition / Tobacco Free Hall County for Permission to Use City Streets/Trails and State Highway for the Outrun Addiction Family Fun Run

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The Grand Island Substance Abuse Prevention Coalition / Tobacco Free Hall County organization has submitted a request to use both City streets and State highway for the Outrun Addiction Family Fun Run, which is scheduled to take place on May 20, 2017 from approximately 7:00am to 12:00pm. Council approval and notice to the Nebraska Department of Roads is necessary for the route of such event.

## **Discussion**

The Outrun Addiction Family Fun Run will require the use of City streets/trails, as well as crossing US Highway 34. Please see the attached map for the route.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

The Grand Island Substance Abuse Prevention Coalition / Tobacco Free Hall County organization did submit the City's Public Event Application, which has been reviewed by the appropriate departments with no comments or issues noted for denial of such request.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve

2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve The Grand Island Substance Abuse Prevention Coalition / Tobacco Free Hall County organization's route for the Outrun Addiction Family Fun Run and direct that the Nebraska Department of Roads be notified of this action.

### **Sample Motion**

Move to approve the resolution.

# Outrun Addiction Family Fun Run Route Map



RESOLUTION 2017-113

WHEREAS, the Grand Island Substance Abuse Prevention Coalition / Tobacco Free Hall County organization has made application with the City of Grand Island to use City streets/trails and State highway for the Outrun Addiction Family Fun Run; and

WHEREAS, the Grand Island Substance Abuse Prevention Coalition / Tobacco Free Hall County organization has worked with the City in planning the route; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the Outrun Addiction Family Fun Run to be held on May 20, 2017; and

WHEREAS, the route for the special event necessitates the usage of US Highway 34; crossing at the City's hike/bike trail between Central Community College and Stuhr Museum, Grand Island, Nebraska; and

WHEREAS, the special event will be held on May 20, 2017, with the control of US Highway 34 at the City's hike/bike trail between Central Community College and Stuhr Museum being assumed by the City at 7:00am on May 20, 2017 and ending at 12:00 pm on May 20, 2017, at which time control of US Highway 34 at the City's hike/bike trail crossing between Central Community College and Stuhr Museum, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the Outrun Addiction Family Fun Run to be held on May 20, 2017 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route and this Notice.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2017	☐ City Attorney





# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-17

**#2017-114 - Approving Purchase of 911 Voice/Data Logging Recorder**

Staff Contact: Jon Rosenlund

# Council Agenda Memo

**From:** Jon Rosenlund, Emergency Management Director

**Meeting:** April 11, 2017

**Subject:** Replacement Recorder Purchase for Emergency Management/911

**Presenter(s):** Jon Rosenlund, Emergency Management Director

## Background

The construction of the new EM-911 building requires the purchase and installation of a voice and data recorder for telephone calls, as well as emerging Next Generation 911 data such as text, photos, and video. The Emergency Management Department's current recording device recently suffered a failure. Repairs were made to keep the current hardware working, temporarily, but complete failure is anticipated and a replacement system is necessary. The replacement equipment will be NextGen 911 capable.

## Discussion

The Emergency Management Department records all telephone and radio traffic in the 911 center in order to provide adequate records for quality assurance, liability protection, and to also serve the records needs of all the local public safety and law enforcement agencies in Hall County. Recently, the 12 year old recorder equipment suffered a catastrophic failure and required the installation of used and outdated parts to maintain operation. It is anticipated that this repair is a short-term solution before an inevitable, final and complete hardware failure.

With the construction of the new Emergency Management/911 Facility, the Department had budgeted for the installation of a new recorder, capable of recording traditional audio, as well as data that will result in the upgrades to Next Generation 911. In light of the impending failure of the current equipment, the Department is planning to purchase its replacement box earlier than originally expected. Working with our current recording software provider, a quote for a new recorder was provided, totaling \$32,280.00. The old recorder will be set aside and employed as the "back up" recorder, allowing for the transition from our current facility to moving into the new facility.

The Emergency Management Department recommends the purchase of a Voice & Data Logging Recorder from WahlTek of Des Moines, Iowa in the amount of \$32,280.00.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve this purchase of a Voice & Data Logging Recorder from WahlTek of Des Moines, Iowa in the amount of \$32,280.00.

## **Sample Motion**

Move to approve this purchase of a Voice & Data Logging Recorder from WahlTek of Des Moines, Iowa in the amount of \$32,280.00.

# Eventide®

NexLog 740 Next Generation Date:  
Communications  
Logging Recorder



## Eventide Voice Logging Recorder

Date: March 2017

Prepared For: Hall County

Prepared By: Jeff Yates, WahlTek, Inc.

Eventide Nexlog 740 w/40 Analog, 16 VoIP, NextGen Picture & Text Capture, Screen Recording & Maintenance

QTY	DESCRIPTION	PART #	UNIT PRICE	EXTENDED
1	Chassis NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty	NexLog740	\$7,995.00	\$7,995
1	Disk Array Upgrade 2 x 2TB fixed-mount s/w-RAID1 = 2TB storage (standard)	105312	\$995.00	\$995
1	Archive Drive Equipped with one Multi-Drive for DVD-RAM (standard)	105321	Included	
1	Power Supplies Dual hot-swap power supplies, 1 20/240VAC (standard)	108233-000	Included	
1	Front Panel Integrated 7" Color LCD Touch Screen Display	105301	\$1,295.00	\$1,295
1	Analog Tapping Card 24-Channel Analog Card, 24 Channel Licenses	105284-024	\$6,000.00	\$6,000
1	Analog Tapping Card 16-Channel Analog Card, 16 Channel Licenses	105284-016	\$4,000.00	\$4,000
1	VoIP Internal Recorder Internal IP Recorder w/8 G.711 Channel Licenses	271052	\$3,850.00	\$3,850
1	Add-On VoIP Additional internal IP 8 Channel Licenses	271035	\$1,750.00	Included
1	NG911 System License NG911 SIP Invite Recording (Text & Picture Capture)	271066	\$1,995.00	\$1,995
1	NG911 System License NG911 Logging Web Service (Text & Picture Capture)	271067	\$4,000.00	\$4,000
1	Playback Client MediaWorks Incident Replay Licenses-Carryover Vr725 SN308	271007	\$995.00	No Charge
1	Playback Browser MediaWorks Plus - 8 Concurrent Playback Licenses	271083	\$995.00	No Charge
1	Screen Recording Screen Recording for 5 PC's	271070	\$2,500.00	No Charge
1	Network Area Storage 4 TB Network Area Storage - Netgear Ready NAS		\$800.00	No Charge

### INSTALLATION AND TRAINING

~~Training Eventide VR725~~

Total Bid Price

Optional

Maintenance

5 Year Extended Parts & Labor Maintenance Contract

\$30,130

\$2,160

~~(\$2,500)~~

\$29,780

\$9,200

32,280

### TERMS AND CONDITIONS:

- A **WARRANTY INFORMATION:** A full 1 year (12 month) parts and labor service warranty is included with the purchase of each new Eventide Digital Logging Recorder. After the Warranty period, a full parts and labor maintenance agreement covering all of the proposed equipment is available for \$2,300 per year and an extended 5 year agreement is available for \$9,200. Annual CPI increases of up to 3% may apply. Software maintenance is included with this agreement and during the warranty period.
- B **DELIVERY:** Please allow estimated 30 days from date of written purchase order (or date of first payment when applicable) for delivery.
- C **Payment terms:** 50% with order, 50% upon system installation.
- D **QUOTATION IS VALID FOR 90 DAYS**

Jeff Yates

Recording Systems Representative

2711 Grand Ave Des Moines, IA 50312

Phone #: 515 309-3938 Fax #: 515 244-5572

Email Address: jyates@wahltek.com

Approved By

PO#

Title

DATE



March 30, 2017

Mindy Osterman  
Grand Island – Hall County  
Emergency Management Communications  
Emergency Management Coordinator

**RE: Sole Source Letter**

Dear Mindy Osterman:

The purpose of this letter is to verify that Wahltek, Inc. is the sole provider of equipment and technical expertise required to upgrade and maintain the existing Eventide Voice Logging Recorder. The Eventide Voice Logger and all associated spare parts and accessories are designed and manufactured exclusively by Eventide and are not available from another source. In addition, all Extended Warranty Services, repair and warranty claims are managed exclusively by Eventide. Any work performed by non-authorized personnel will void all warranties and claims.

The Eventide Voice Recorder, Media Works and Media Agent solutions is a series of software and workstation/server products designed specifically, and only, by Eventide to support its Eventide Digital Media Recorder.

The digital voice recorders are configured with various levels of software and hardware that accommodate an agency based on channel quantity and call volume.

The Eventide Voice Recorder is also the only equipment that will allow current archived voice recordings to be transferred to an upgraded Eventide NextGen voice recorder. Any other product will require the legacy equipment to remain online to access any archived audio.

Please call me if you have any questions or need additional information.

Sincerely

Jeff Yates  
Recording Systems Representative  
WahlTek, Inc  
2711 Grand Ave  
Des Moines, IA 50312

RESOLUTION 2017-114

WHEREAS, the Grand Island City Council approved the construction of a new Emergency Management & 911 Facility; and

WHEREAS, this new facility requires an voice and data logging recorder to maintain records of all telephone and radio audio, as well as data from emerging Next Generation 911 sources such as text, photo and video; and

WHEREAS, the current recorder recently suffered a catastrophic failure and is likely to completely fail without warning in the near future; and

WHEREAS, the new recorder will be moved to the new Emergency Management & 911 Facility upon its construction for long term use, and

WHEREAS, Wahltek, Inc. of Des Moines, Iowa is the sole provider of equipment and technical expertise required to upgrade and maintain the existing Eventide Voice Logging Recorder.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City staff members are authorized and directed to purchase a Voice & Data Logging Recorder from Wahltek, Inc. of Des Moines, Iowa in the amount of \$32,280.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2017	☐ City Attorney



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-18

**#2017-115 - Approving Police Department 21-Month Victims of Crime Act (VOCA) Grant Application**

Staff Contact: Robert Falldorf, Police Chief

# Council Agenda Memo

**From:** Police Department  
**Meeting:** April 11, 2017  
**Subject:** 2017 VOCA Grant Application  
**Presenter(s):** Robert Falldorf, Police Chief

## Background

The Police Department has received a Victims Of Crime Act (VOCA) Federal grant for several years. The VOCA grant funds support the Police Department Victim/Witness Unit. The VOCA grant requires a 20% match from the City. The U.S. Department of Justice (DOJ) has changed the VOCA grant fiscal year from an October 1st to June 30<sup>th</sup> grant period to a July 1<sup>st</sup> to June 30<sup>th</sup> grant period. Due to this change this grant application will cover a 21-month grant period from October 1<sup>st</sup>, 2017 through June 30<sup>th</sup>, 2019 and all subsequent grants, unless amended, will then run for one year on the July through June fiscal period.

The Police Department is applying for a 21-month VOCA grant requesting \$179,462 from the federal government with a match of \$44,865 (\$32,782 of this amount will be an in-kind match, meaning office supplies, telephone, two computers, and volunteers and the remaining \$12,083 will be the actual amount paid by the City for benefits of our VOCA Director and VOCA Advocate). The total amount for this grant including the federal share and match share will be \$224,327.

This action is to obtain Council approval to apply for the grant. It does not obligate the City to accept the grant if approved. Approval of an awarded grant will require Council approval at a later date.

## Discussion

The Police Department has received a Victims Of Crime Act (VOCA) grant for several years. The department must have City Council approval to apply for a grant and also to accept a grant if awarded. VOCA grants require a 20% match of costs by the City. Personnel salary and benefits must be a cash match while the remaining match can be in-kind. The Police Department must have City Council approval to submit an application for a VOCA grant and City Council approval to accept a grant when awarded.



## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the application for a 21-month Victims Of Crime Act (VOCA) grant by the Police Department to the U.S. Department of Justice.

## **Sample Motion**

Move to approve the Police Department's 21-month Victims Of Crime Act (VOCA) grant application to the U.S. Department of Justice to fund the Victim/Witness Unit.

**NEBRASKA CRIME COMMISSION  
2017 Victims of Crime Act (VOCA) & State Victim Assistance (SA)  
Grant Application**

**CONTINUATION PROGRAMS –YEAR 3  
(Programs funded through VOCA in FY 2015 or FY 2016)**

**Review the following application carefully as significant changes have been made to the format.**

***Section I: Applicant Information***

<b>1. Application Name: (Agency/Organization)</b> [The application must be the agency that will receive and disperse the grant funds]	Name: City of Grand Island	Telephone: (308) 385-5444
		Fax: (308) 385-5486
<b>2. Applicant Federal Employer ID #:</b> [Must be the 9 digit number assigned to agency]	47-6006205	
<b>3. Applicant DUNS#:</b>	040919607	
<b>4. Address of Applicant:</b> [PHYSICAL address of agency, Include last four digits of zip code]	P.O. Box 1968, Grand Island, NE 68802-1968	
<b>5. Title of Project:</b>	Grand Island / Hall County Victim Assistance Program	
<b>6. Project Director:</b> [Receives all grant correspondence]	Name: Jim Duering	Telephone: (308) 385-5400
	Title: Police Captain	Fax: (308) 385-5398
	Email: jduering@gipolice.org	
	Address: 111 Public Safety Dr. Grand Island, NE 68801-8410	
<b>7. Project Coordinator:</b> [Additional Contact Person]	Name: Kerry Garza	Telephone: (308) 385-5409
	Title: Coordinator	Fax: (308) 385-5661
	Email: kgarza@gipolice.org	
	Address: 111 Public Safety Dr. Grand Island, NE 68801-8410	
<b>8. Fiscal Officer (Financial Point of Contact):</b> [Cannot be the Project Director]	Name: Jessica Gracia	Telephone: (308) 385-5400
	Title: Police Records Clerk	Fax: (308) 385-5398
	Email: jgracia@gipolice.org	
	Address: 111 Public Safety Dr. Grand Island, NE 68801	
<b>9. Authorized Official:</b> [NOTE: The authorized official would include county board chair, mayor, city administrator, state agency director, chair/vice-chair of non-profit agency]	Name: Jeremy Jensen	Telephone: (308) 385-5444x140
	Title: Mayor	Fax: (308) 385-5486
	Email: MayorJensen@grand-island.com	
	Address: P.O. Box 1968 Grand Island, NE 68802-1968	

**Prior Year(s) VOCA Funding Summary**

**10. Previous 5 years NCC funding for this project (if applicable)**

Grant #12-VA-213	Amount: \$46,110.00
Grant #13-VA-217	Amount: \$46,110.00
Grant #14-VA-217	Amount: \$57,471.00
Grant #15-VA-224	Amount: \$94,474.00
Grant #16-VA-222	Amount: \$95,907.00

**11. Area Served by this Project (Counties/Cities)**

Servicing the Metropolitan Service Area of the city of Grand Island, Nebraska to include Hall County rural areas and outlying cities and villages to include but not limited to: Alda, Wood River, Cairo, Boelus, and Doniphan.

**12. Type of Agency:**

- State Agency
- Unit of Local Government
- Private Non-Profit
- Native American Tribe or Organization
- Other: (indicate)

**13. Funds will be used primarily to: (check only one)**

- Expand services into a new geographic area
- Offer new types of services
- Serve additional victim populations
- Continue existing services to crime victims
- Other: (indicate)

**14. If awarded, these funds will: (check only one)**

- Start a New Victim Services Program
- Expand or Enhance Existing Program not funded by VOCA in previous years
- Continue Existing Program funded by VOCA in previous years
- Technology

**15. Identify types of victims to be served with requested Victim Assistance funds and Match funds:**

<ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Child Abuse/Physical</li><li><input checked="" type="checkbox"/> Child Abuse/Sexual</li><li><input checked="" type="checkbox"/> DUI/DWI Victims</li><li><input checked="" type="checkbox"/> Domestic Violence Victims</li><li><input checked="" type="checkbox"/> Adult Victims/Sexual Assault</li><li><input checked="" type="checkbox"/> Other – Burglary, Arson, Protection Order Violations, Stalking, Terroristic Threats, Criminal Mischief, Intimidation by Phone, Witness Tampering, Strangulation, Theft, Identity Theft, Human Trafficking</li></ul>	<ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Elder Abuse</li><li><input checked="" type="checkbox"/> Adult Survivors of Incest or Child Sexual Abuse</li><li><input checked="" type="checkbox"/> Survivors of Homicide Victims</li><li><input checked="" type="checkbox"/> Robbery</li><li><input checked="" type="checkbox"/> Assault</li></ul>
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<b>16. Agency Staff &amp; Volunteers</b> (volunteers are required)	<b># Full Time</b>
Total # of agency volunteers (excluding board members)	.5
# of volunteers that support <u>this project only</u> (FTE)	.5
Total # of paid agency staff (FTE)	2
# of paid agency staff requested/match for VOCA (FTE)	2

**17. Webinar viewed:**

- Live
- Recorded (attach certification)

**18. Project Summary (150 words or less):**

The Grand Island/Hall County Victim Assistance Program is a public service office established to assist victims of crime throughout the criminal justice process in order to prevent any further victimization, to reduce the trauma of the crime experience, and to aid in the rebuilding of the victim to a state of well-being. The Program, made possible by a grant from the Nebraska Crime Commission, became operational in April 2004 and functions under the Administrative Division of the Grand Island Police Department. The program encompasses all of Hall County and includes victims/witnesses of certain crimes handled within the jurisdiction of the Grand Island Police Department, Hall County Sheriff's Office, and occasionally the Nebraska State Patrol. The agency, conveniently located in the Law Enforcement Center, is staffed with a full-time bilingual coordinator, a full-time advocate and a part-time volunteer, and is open Monday through Friday 8:00am to 10:00pm.

**BUDGET SUMMARY-Year 3 (FY 2017)**

<b>Category</b>	<b>Requested Amount</b>	<b>Match Share</b>	<b>Total Project Cost</b>
A. Personnel	\$177,737	\$28,380	\$206,117
B. Consultants/Contracts	\$	\$	\$
C. Travel	\$1,725	\$	\$1,725
D. Supplies/Operating Expenses	\$	\$16,485	\$16,485
E. Equipment	\$	\$	\$
F. Other Costs	\$	\$	\$
G. Indirect Costs	\$	\$	\$
MATCH WAIVER if applicable		\$	\$
<b>TOTAL AMOUNT</b>	\$179,462	\$44,865	\$224,327
<b>% Contribution</b>	80%	20%	100%

**CERTIFICATION:**

**I hereby certify the information in this application is accurate and as the Authorized Official for this project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.**

[NOTE: The Authorized Official position may include the county board chair, mayor, city administrator, state agency director, chair/vice-chair of non-profit organization or any agent that has the legal authority to act on behalf of the organization]

**Name of Authorized Official (type or print): Jeremy Jensen**

**Title: Mayor**

**Address: P.O. Box 1968**

**City, State, Zip+4: Grand Island, NE 68802-1968**

**Telephone: 308-385-5444, Ext. 140**

**Signature of Authorized Official:**

**Date:**

**Proposed Project Period (month/day/year): From 10-01-17 To 6/30/2019**

**CATEGORY A – PERSONNEL**

<ul style="list-style-type: none"> <li>• Exempt/Non-exempt – position exempt from earning over-time/comp time or not?</li> <li>• New or Existing – position new within the agency (not project) or an existing position.</li> <li>• % Time Devoted – Portion of time dedicated to the work of the project.</li> <li>• Hours Per Week – total hours worked per week.</li> </ul>					<ul style="list-style-type: none"> <li>• 2016 Current Salary – Current annual (can be FY 2016) pay for the position.</li> <li>• 2017 Salary – Annual pay for the position in the coming year (can be FY 2017).</li> <li>• Match – match provided through volunteer hours must be a separate line item/position.</li> </ul>					
<b>Title/Position</b>	Coordinator	Advocate			Volunteer	Hall County Inv.	GIPD Support Staff			<b>TOTAL COSTS</b>
<b>New/Existing</b>	E	E			E	E	E			
<b>F-Time/P-Time</b>	F-Time	F-time			P-time	P-time	P-time			
<b>Exempt/Non-exempt</b>	Non-exempt	Non-exempt			Non-exempt	Non-exempt	Non-exempt			
<b>Total Hrs. Per Week</b>	40	40			3.1	5	.693			
<b>% of Time Devoted</b>	100%	100%			100%	25%	1.73%		%	
<b>2016 Current Salary</b>	\$46,171	\$28,800			\$	\$	\$		\$	
<b>2017 Salary</b>	\$48,471	\$31,291			\$	\$	\$		\$	
<b>Requested Salary</b>	\$83,893	\$55,872			\$	\$	\$		\$	
<b>Salary Match</b>					\$3,900	\$11,283	\$1114		\$	
<b>Requested Fringe</b>	\$22,385	\$15,587			\$	\$	\$		\$	
<b>Fringe Match</b>	\$6,083	\$6,000			\$	\$	\$		\$	
<b>TOTAL COSTS</b>	<b>\$112,361</b>	<b>\$77,459</b>			<b>\$3,900</b>	<b>\$11,283</b>	<b>\$1114</b>		<b>\$</b>	<b>\$ 206,117</b>

<b>Total Requested Salary</b>		<b>Total Requested Fringe</b>		<b>Total Salary Match</b>		<b>Total Fringe Match</b>	
<b>\$139,765</b>		<b>\$37,972</b>		<b>\$16,297</b>		<b>\$12,083</b>	
<b>TOTAL REQUEST: \$177,737</b>				<b>TOTAL MATCH: \$28,380</b>			

**CATEGORY A – PERSONNEL NARRATIVE:**

**Wages/Salaries**

The City of Grand Island has a 15-step pay plan for non-union employees based on merit. Occasionally, as a result of union contract negotiations, non-union employees receive salary increases based on a predetermined percentage. The existing position of **Coordinator** will receive a Step 15 salary of \$48,471.28. This is a full-time position based on 2080 hours per year at \$23.3035 per hour with 100% of that time devoted to the project. The Coordinator's salary is currently 100% funded by VOCA grant #16-VA-222 and the amount of federal funds requested for that position for the upcoming 21-month grant period is \$83,893 rounded up from \$83,892.60 (\$23.3035 per hour x 80 hours per pay period x 45 pay periods).

The coordinator (bilingual in English/Spanish) works Monday through Friday 8:00am to 5:00pm. A list of duties includes: provide direct service to victims of crime; recruit, train, and supervise volunteers and full-time victim advocate; maintain proper records of and coordinate all activities; promote public awareness of victim assistance services; distribute/conduct surveys, attend required and necessary trainings; coordinate and collaborate with community agencies; coordinate grant management activities.

Our existing full-time **Victim Advocate** receives a Step 2 salary of the City's 15-step pay plan, but will have progressed to a Step 4 salary by the end of this 21-month grant. 100% of that salary is currently funded by VOCA grant #16-VA-222. The position is based on 2080 hours per year at the rate of \$15.0437 for 6 pay periods, \$15.455 for 26 pay periods, and \$15.8776 for 13 pay periods, with 100% of that time devoted to the project. We are requesting federal funds for the advocate's salary in the amount of \$55,872, rounded down from \$55,872.18 (\$15.0437 per hour x 80 hours per pay period x 6 pay periods + \$15.455 per hour x 80 hours per pay period x 26 pay periods + \$15.87 per hour x 80 hours per pay period x 13 periods).

The advocate works Monday through Friday 1:00pm to 10:00pm, extending our business hours 5 hours per day. She is trained to work with children as well as adults and a list of duties includes: provide direct service to victims of crime, maintain proper records of all activities, promote public awareness of victim assistance services, distribute/conduct surveys, attend required and necessary trainings; and coordinate and collaborate with community agencies.

**Volunteers** for the program will provide conservatively 260 hours of service for the 21-month grant period, assisting with victim advocacy, recordkeeping, client surveys, and public awareness of victim assistance services. 100% of that time will be devoted to the project and will amount to a local match of \$3,900 (260 hours x \$15.00). **Hall County Attorney's Part-Time Investigator** will donate approximately 250 hours of service annually, 435 hours for the 21-month grant period, assisting the program by locating victims and providing victim advocacy. 100% of that time will be devoted to the project and will amount to a Hall County match of \$11,283, rounded down from \$11,283.45 (180 hours x \$25.64 hourly wage + 255 hours x \$26.15 hourly wage after 2% COLA).

Grand Island Police Department **Support Staff** will provide 61 hours of service to the program during the 21-month grant period. Support personnel and light-duty police officers will assist the program by answering the telephone, serving victims, reviewing reports, setting up victim files, sending victim letters, filing, inputting data and maintaining records. 100% of that time will be devoted to the project and will amount to \$1114, rounded down from \$1114.47 (61 hours x average \$18.27 per hour) City match.

The existing position of **Project Director** will contribute approximately 2% of his time, equal to roughly \$3,306, rounded up from \$3,305.53 (78 hours x \$42.3786 per hour), to the project, but this amount will not be included in the federal request or match portion of the grant. The Director of the program will consult with the Coordinator regarding the program's activities. He will maintain weekly Coordinator contact, conduct a quarterly staffing, assist with annual VOCA grant and quarterly reports, and prepare an annual written employee evaluation. Regarding direct victim service and specific cases, Director will continue to provide support, direction and guidance to Coordinator and victim advocate as needed.

The existing **Fiscal Officer** will devote 2% of her time, equal to \$1,348, rounded down from \$1,348.36 (78 hours x \$17.2867 per hour) to the project. However, her hours will not be included in the federal request or match portion of the grant. The Fiscal Officer will oversee the finances of the project and assist with VOCA reports.

**NOTE:** Neither the Project Director's nor the Fiscal Officer's hours will be factored into the federal request or match portion of our grant.

### **Fringe Benefits**

The total fringe benefits for the **Coordinator** are estimated at \$28,468 for the 21-month grant period (\$9,711 + \$651 + \$2,000 + \$5,201 + \$1,216 + \$5,034 + \$3,000 + \$1,350 + \$137 + \$168, all figures rounded) and include the following:

- Individual high deductible health insurance \$9,710.55 rounded to \$9,711 (\$215.79 semi-monthly pre-determined premium x 45 pay periods)
- Individual dental insurance \$651.15 rounded to \$651 (\$14.47 semi-monthly pre-determined premium x 45 pay periods)
- Individual Health Savings Account Employer Contribution/Seed Money \$2,000 (\$1,000 per year to be paid January 2018 and January 2019)
- Social Security \$5,201.34 rounded to \$5,201 (\$83,892.60 x 6.2%)
- Medicare \$1,216.44 rounded to \$1,216 (\$83,892.60 x 1.45%)
- Pension \$5,033.56 rounded to \$5,034 (\$83,892.60 x 6%)
- Bilingual Pay \$3000 (\$1,500.00 per year, to be paid 2<sup>nd</sup> payroll in November 2017 and November 2018)
- Health Retirement Account \$1,350 (\$30 per paycheck x 45 paychecks)
- Life insurance \$136.50 rounded to \$137 (\$6.50 pre-determined monthly premium x 21 months)
- Disability \$167.79 rounded to \$168 (\$83,892.60 x .2%)

The total fringe benefits for the **Victim Advocate** are estimated at \$21,587 for the 21-month grant period (\$9,711 + \$651 + \$2,000 + \$3,464 + \$810 + \$3,352 + \$1,350 + \$137 + \$112, all figures rounded) and include the following:

- Individual high deductible health insurance \$9,710.55 rounded to \$9,711 (\$215.79 semi-monthly pre-determined premium x 45 pay periods)
- Individual dental insurance \$651.15 rounded to \$651 (\$14.47 semi-monthly pre-determined premium x 45 pay periods)
- Individual Health Savings Account Employer Contribution/Seed Money \$2,000 (\$1,000 per year to be paid January 2018 and January 2019)
- Social Security \$3,464.08 rounded to \$3,464.00 (\$55,872.18 x 6.2%)
- Medicare \$810.15 rounded to \$810 (\$55,872.18 x 1.45%)
- Pension \$3,352.33 rounded to \$3,352 (\$55,872.18 x 6%)
- Health Retirement Account \$1,350 (\$30 per paycheck x 45 paychecks)
- Life insurance \$136.50 rounded to \$137 (\$6.50 pre-determined monthly premium x 21 months)
- Disability \$111.74 per year rounded to \$112 (\$55,872.18 x .2%)

We are requesting federal funds for fringe benefits in the amount of \$37,972 (Coordinator \$22,385 + Victim Advocate \$15,587) and the remaining \$12,083 (\$28,468 Coordinator + \$21,587 Advocate - \$37,972 federal request) will be paid by the City of Grand Island as a local match (\$6,083 for the Coordinator and \$6,000 for the Advocate).



**CATEGORY C – TRAVEL EXPENSES**

NOTE: Submit a separate form for each travel purpose.

<b>1. Travel Purpose: 2018 Conference on Crimes Against Women</b>				
<b>2. Type of Travel</b> <input type="checkbox"/> Local <input type="checkbox"/> In-State <input checked="" type="checkbox"/> Out-of-State				
<b>3. Departure Point:</b>	Grand Island, NE	<b>Destination:</b>	Dallas, TX	
<b>4. Position(s) which will be traveling for this purpose: Full-Time Advocate</b>				
<b>5. Cost Breakdown:</b>				
<b>Expense Calculations</b>	<b>Amount Requested</b>	<b>Applicant's Match</b>	<b>Total Cost</b>	
<b>a. Mileage</b>				
	<b>Total Miles</b>	<b>Mileage Rate</b>		
		x \$.535	\$	\$
			\$	\$
<b>b. Air Fare</b>				
	<b># of travelers</b>	<b>Cost per flight</b>		
	1	<b>\$279</b>	\$279	\$ 279
<b>c. Meals</b>				
	<b># of days</b>	<b># of travelers</b>	<b>Cost per day</b>	
	4	1	<b>\$64</b>	\$ 256
			\$	\$ 256
<b>d. Lodging</b>				
	<b># of nights</b>	<b># of rooms</b>	<b>Rate per night</b>	
	5	1	<b>\$ 146</b>	\$ 730
			\$	\$ 730
<b>e. Other Costs (Must also be explained in budget narrative)</b>				
<b>Conference Registration Fee</b>		\$460	\$	\$460
		\$	\$	\$
		\$	\$	\$
<b>TRAVEL TOTAL</b>			\$1,725	\$ 1,725
<b>TRAVEL CATEGORY TOTAL</b>			\$1,725	\$ 1,725

## **CATEGORY C-TRAVEL EXPENSES NARRATIVE:**

The goal of the Conference on Crimes Against Women is to provide practical instruction, using current information, the newest ideas and most successful intervention strategies, to those professionals responsible for combating the many and varied forms of crimes against women. The conference is conducted for the sole purpose of providing training and delivering best practices to only those people employed by governmental or non-profit agencies in the fields of law enforcement, prosecution, social work, victim's advocacy, therapy, probation/parole, campus safety and medicine who work directly with victims of crime. Speakers' focus includes but is not limited to best practice and cutting-edge training taught by local and national leading experts in the fields of domestic violence, human trafficking, stalking, strangulation, sexual assault, campus safety.

It is our responsibility to ensure our advocates remain competent. It is our goal to be proactive in our practices. Our program continues to collaborate with community partners as well as to strive to develop new partnerships. Recently, our coordinator and advocate have been named as contacts with the local Human Trafficking Task Force and the Doane College Campus Safety Project. Our full-time advocate, who has now been with us 1 year, is well-trained in child victim issues. She has also attended Nebraska's Victim Assistance Academy. It is necessary to broaden her knowledge and skill base to include other crimes specifically relevant to this program, so we would like to send her to the 13<sup>th</sup> Annual Conference on Crimes Against Women in 2018. The City's training budget is limited, and without federal assistance provided through the VOCA grant, the advocate's attendance at this conference will not be possible.

Prices are not yet available for the 2018 conference, so we have based our estimates on the 2017 conference to be held this upcoming May. Advocate would fly to Dallas on Sunday, stay at the hotel suggested by the conference 5 nights, attend the conference Monday-Thursday, and fly out of Dallas on Friday.

**Air Fare:** American Eagle has nonstop flights from Grand Island, NE to Dallas, TX at a current cost of \$279 round trip. Flights out of Grand Island will eliminate mileage, lodging and per diem costs associated with having to fly out of Lincoln or Omaha.

**Meals:** Per [www.gsa.gov](http://www.gsa.gov), current meal rate for Dallas, TX is \$64 per day. We are requesting \$256 (\$64 per day x 4 days).

**Lodging:** Per [www.gsa.gov](http://www.gsa.gov), current lodging rate for Dallas, TX in May is \$146 per night. We are requesting \$730 (\$146 per night x 5 nights, Sunday-Thursday). We will seek suggested lodging close to the conference so as to utilize free shuttle to and from the airport and to and from the conference, which will eliminate the need and cost for taxi and/or rental car.

**Other Costs:** The conference registration fee this year is \$460 for early registration, or \$490 for general registration. We are requesting \$460 for early registration fee.

**Travel Total:** \$279 + \$256 + \$730 + \$460 = \$1,725

**CATEGORY D – SUPPLIES AND OPERATING EXPENSES**

<b>1. SUPPLIES:</b>						
Item	Quantity	Total Unit Price	% Allocated	Amount Requested	Applicant's Match	Total Cost
			%	\$	\$	\$
			%	\$	\$	\$
			%	\$	\$	\$
			%	\$	\$	\$
			%	\$	\$	\$
			%	\$	\$	\$
			%	\$	\$	\$
<b>SUPPLIES SUBTOTAL</b>				\$	\$	\$

<b>2. OPERATING EXPENSES:</b>					
	Total Rate (per month)	% Allocated	Amount Requested	Applicant's Match	Total Cost
Rent-Equipment		%	\$	\$	\$
Rent-Facilities	\$463	100%	\$	\$9,723	\$9,723
Telephone	\$ 24	100%	\$	\$ 504	\$ 504
Utilities		%	\$	\$	\$
Auto Lease		%	\$	\$	\$
Photo Copying		%	\$	\$	\$
Printing		%	\$	\$	\$
Non-Consultant Contracted Services		%	\$	\$	\$
Bookkeeping/Audit*		%	\$	\$	\$
Other: Computer User Fees Coordinator	\$149	100%		\$3,129	\$3,129
Other: Computer User Fees Advocate	\$149	100%	\$	\$3,129	\$3,129
<b>OPERATING SUBTOTAL</b>			\$	\$16,485	\$16,485
<b>SUPPLIES AND OPERATING EXPENSES TOTAL</b>			\$	\$16,485	\$16,485

\*Cost of audit is only allowable if agency is required to complete an A-133. Cost must be prorated to all funding sources

**SUPPLIES AND OPERATING EXPENSES NARRATIVE:**

No federal funds are being requested for supplies, nor are they included in our match.

No federal funds are being requested for operating expenses, but they will be included in the match portion of our grant.

The Victim Assistance Program office is located in Grand Island's Law Enforcement Center. The City provides this space as an in-kind match. The 306 square foot office, with a secure entrance, provides a private area where we can meet with victims and their families and is appraised at a fair market value of \$14 per square foot, as is the adjoining 91 square foot office. Utilities, 3 cubicles with computers, custodial services, and receptionists are included with the facility. Monthly rent is figured at \$463.17 per month, rounded down to \$463, or \$9,723 for 21 months ( $\$463 \times 21$ ). Telephone service, also provided by the City, is estimated at \$12 per user per month (Total 2016 GIPD telephone cost  $\div 107$  users), or \$252 per user for 21 months ( $\$12 \times 21$  months), and is included in the match portion of our grant in the amount of \$504 ( $\$252$  per user for 21 months  $\times 2$  users, Coordinator and Advocate).

The County operates a Spillman software criminal justice program. Included on the system of shared data are the Hall County Sheriff, Hall County Attorney, Hall County Corrections, Hall County Court, and the Grand Island Police Department. The user fee for this system, including Internet, email, and support service is approximately \$149 per month, rounded down from \$149.35 ( $\$191,760$  total annual cost  $\div 107$  users  $\div 12$  months), or \$3,129 per user for 21 months ( $\$149$  per month  $\times 21$  months), and will be provided for 2 users, Coordinator and Advocate, as a local match of \$6,258 ( $\$3,129$  per user  $\times 2$  users).

The City Of Grand Island has made a vehicle available to the Victim Assistance Program staff and volunteers. Grand Island Police Department training funds have been and will be used to send the Program Coordinator and/or Victim Advocate to the annual Crime Victims' Rights Week Conference in Omaha and to other relevant and affordable trainings. However, neither expense is figured into the grant.

Total supplies and operating expenses budget is \$16,485 provided by Hall County and the City of Grand Island as a local match ( $\$9,723$  rent +  $\$504$  telephone +  $\$6,258$  computer user fees).

**Section III: Sustainability, Goals, and Performance Measures**

**Agency Budget and Funding Sources:**

Agency budget should include all sources of funding to support all victim services provided by the program. Add lines as necessary under each category of funding source

<b>Total Agency Victim Services Budget FY 2016 (Oct. 2016-Sept. 2017)</b>	
<b>Funding Source</b>	<b>Amount Received</b>
VOCA	\$95,907
OTHER FEDERAL (list below)	
STATE (list below)	
LOCAL (list below)	
OTHER (list below)	

1. Does the agency expect any significant decreases and/or increases from prior year’s funding sources (Oct 2016-Sept. 2017) for fiscal year 2017/2018 (Oct 2017-June 2019)? If yes, note funding source and reasons for the expected change.

No, the agency does not expect any significant decreases or increases from last year’s funding sources.

2. Identify at least three specific sustainability activities the agency has planned for the upcoming year.

1. Police Chief will do presentation to City Council to show continued need for service and funding.
2. Director and Coordinator will consider and discuss 1) restructuring program in order to continue under Administration Department at GIPD and 2) the details and feasibility of the program being absorbed by other local victim service providers or agencies
3. Coordinator will research other federal, state and local grants along with community foundations.

**Activities / Timetables (Limit 2 pages)**

Add rows as needed.

1. **Major Activities:** Identify any **major** activities that will be occurring over the course of the project. These types of activities may be infrequent however; they are essential to the VOCA funded project’s success.

MAJOR ACTIVITIES	POSITION RESPONSIBLE
Attend Annual Victims’ Rights Conference 2018 and 2019	Coordinator or Advocate
Attend Crimes Against Women Conference	Advocate

2. **Reoccurring Activities:** List those activities that will occur throughout the duration of the project. These activities should focus on the VOCA funded project and task that are allowable under the VOCA grant program.

REOCCURRING ACTIVITIES	POSITION RESPONSIBLE
Assist with filing compensation claims (Required of all programs)	Coordinator, Advocate, Volunteers
Provide direct services to crime victims by phone, e-mail, or in person	Coordinator, Advocate, Volunteers
Prioritize need for service to Hispanic and elderly victims of crime	Coordinator, Advocate, Volunteers
Conduct and Distribute Surveys	Coordinator, Advocate, Volunteers
Conduct Community Presentations on Victim Assistance Program	Coordinator, Advocate, Volunteers
Recruit, train, supervise volunteers	Coordinator
Prepare quarterly reports in a timely manner	Coordinator, Fiscal Officer, Project Director

**Continuation Information (Limit 3 pages) (Each question MUST be answered)**

1. Describe the most recent (past year/12 months) funded grant project's accomplishments and milestones.

Retained 1 active volunteer and recruited 1 more  
Maintained extended business hours (8:00a.m.to 10:00 p.m. Monday-Friday)  
Continued to provide comprehensive services to crime victims in Hall County  
Continued to provide bilingual services to Spanish-speaking victims  
Continued to provide services to significant numbers of underserved populations  
Distributed victim surveys as a best practice for program evaluation and determination of consumer satisfaction  
Increased public awareness of services by distributing brochures and conducting presentations  
Continued to coordinate service with community agencies  
Continued to meet or exceed goal objectives  
Continued to attend LB 1184 Investigative Team Meetings and LB 1184 Treatment Team Meetings  
Continued to attend Coordinated Community Response Meetings  
Continued to assist with training of new officers for Nebraska Law Enforcement Training Center by doing sexual assault and domestic violence role plays and panel discussions  
Coordinator attended local training as part of Human Trafficking Task Force  
Advocate attended child advocate training in Huntsville, Alabama and Annual Victim Rights Conference in Omaha

2. Provide results of Outcomes, Objectives and Performance Measures for VOCA FY 2016.

Our goal last year was that crime victim safety be increased in Hall County. In order to best achieve that goal, we retained our previous years' objectives. Because of vacation, weather, holidays, and training a new volunteer, our numbers were down the first quarter, but are almost back on track as of the end of the 2<sup>nd</sup> quarter. We expect to meet or exceed our objectives by the end of the grant period. One objective was to increase the number of crime victims receiving needed services within the 12-months grant period. In the first two quarters, we served: 1189 victims (2706 Goal), 176 elderly (235 goal), 406 Hispanics (794 goal), and 246 children (380 goal). Another objective was to maintain overall public awareness of victim services by distributing 680 brochures and conducting 4 community presentations. We have distributed 400 brochures and conducted 2 presentations. Our third objective, to increase the number of crime victims receiving advocacy within the 12-month period, includes four performance measures: the number of crime victims who received personal advocacy, criminal justice support/advocacy, VINE/VINELINK assistance, and safety planning assistance. We have provided personal advocacy to 163 victims (541 goal) and criminal justice support/advocacy to 793 victims (1964 goal). At the 6-month mark 235 victims have received VINE/VINELINK assistance and 45 victims have received safety planning assistance in person. Our fourth objective was to distribute surveys to victims in order to measure the effectiveness of our services. We discuss that in more detail in the next section.

3. Describe how the agency is conducting surveys and utilizing the results to guide services provided to victims of crime. Also include other evidence based research used for development of programs. (i.e. evaluation of client satisfaction, research/tools utilized to ensure practices are based on strong empirical evidence of success, etc.)

Following contact with the Victim Assistance Program, victims were asked to give simple yes or no answers to 3 questions: 1) Do you know more about community resources and help available to you, 2) Do you know more or different ways to plan for your safety, and 3) Do you have a better understanding of how the justice process works? The surveys were sent through the mail and email, and conducted face-to-face and via telephone. At the 6-month mark of Grant #16-VA-222, we have distributed 310 surveys. Of those, 245 responded (79%). We get a high response rate when we conduct the surveys over the telephone and face-to-face, and a moderate response rate to those emailed. We have a very few surveys returned via mail. Of the 245 who responded, 198 stated said they know more about community resources, 179 said they know more ways to plan for their safety, and 209 said they have a better understanding of the criminal justice process. The survey, at the bottom, allows for comments. Several of those who responded with a “no” told us they already knew about resources and/or the criminal justice process prior to this contact with us. A few clients answered with “NA.”

We’ve attached in a separate email a copy of our survey along with the policies and procedures governing the survey process.

4. Explain problems, barriers or challenges during the previously funded grant project. Discuss how these were addressed and the end results.

The majority of our problems are typically routine in nature and related to victims’ individual cases as is par for the course with victim advocacy. In these instances we network very closely with our partner agencies and utilize community resources.

Our ongoing struggle has been maintaining volunteers/volunteer hours and, thus, numbers of victims served. This last grant year, we retained our veteran volunteer, a retired deputy county attorney. In our first quarter, we did recruit and train a volunteer who was hired in the school system shortly after training and never came back to us. There is a lot of time that goes into training and supervising volunteers, and we get behind in other duties, so we are disappointed when they don’t stay. We do have a potential volunteer scheduled to come interview this month.

With our office hours being extended to 10:00pm, we found that it took time for our partner agencies, especially swing shift law enforcement, to become accustomed to those new hours. Day-shift personnel routinely utilize our services. Other shifts, however, have historically emailed or left voicemails for us, expecting follow-up the next day. During the first quarter of the grant, our full-time advocate gave a presentation at a department-wide workshop for Grand Island Police Department. She reminded officers that she is here in the office to assist with victims in the evenings and she answered specific questions regarding our offered services. We have since seen a significant increase in officer requests for victim assistance during the evening hours, thus, improving our response to victims’ immediate needs.



**Goals, Objectives & Performance Indicators**

For each outcome listed clearly state objectives and performance measures to demonstrate the project’s progress towards achieving the stated outcome. Copy the form for each separate outcome.

<b>Outcomes, Objectives &amp; Performance Measures</b>		
<b>Outcome: Crime Victim Safety Will Be Increased In Hall County. *</b>		
<b>Objective #1: Increase Number of Crime Victims Receiving Needed Services Within 12 Month Period.</b>		
Performance Measures:	Baseline Statistics	Projected Results
Number of victims served within 12 months	2597+1948	4590
Number of elderly victims served within 12 months	289+217	556
Number of Hispanic victims served within 12 months	721+541	1274
Number of children served within 12 months	430+323	828
<b>Objective #2: Maintain Overall Public Awareness of Program and Services by Distributing 680 Brochures and Conducting 4 Community Presentations.</b>		
Performance Measures:	Baseline Statistics	Projected Results
Number of brochures distributed	680+510	1190
Number of presentations conducted	4+3	7
<b>Objective #3: Maintain Number of Crime Victims Receiving Advocacy Within 12 Month Period.</b>		
Performance Measures:	Baseline Statistics	Projected Results
Number of crime victims who received personal advocacy	541+406	947
Number of crime victims who received criminal justice support/advocacy	1964+1473	3437
Number of crime victims referred to or registered for VINE/VINELINK	688+516	1204
Number of crime victims who received emotional support or safety services	539+404	943
<b>Objective #4: Increase number of crime victims reporting improvement as a result of Victim Assistance Program services.</b>		
Performance Measures:	Baseline Statistics	Projected Results
Number of surveys distributed within 12 months	396+297	762
Number of surveys completed within 12 months	257+193	495
Number of crime victims who said they know more about community resources	234+176	410
Number of crime victims who said they know more ways to plan for their safety	238+179	451
Number of crime victims who said they have a better understanding of how the justice process works	253+190	487

**\*Baseline statistics shown are for 12 months plus 9 months, for a 21-month estimated total**

#### ***Section IV: Required Forms (Section must be completed for continuation and new competitive funding requests)***

Complete required forms (Certified Assurances; Certifications Regarding Lobbying, Debarment, & Drug Free Workplace; Applicant Disclosure of Pending Applications) with appropriate signatures in the grant application.

#### **CERTIFIED ASSURANCES**

1. The applicant assures that federal or state grant funds made available under the Victims of Crime Act (VOCA) and state victim assistance funds will not be used to supplant existing funds, but will be used to enhance or expand direct services to victims of crime.
2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission) shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the victim assistance grant program.
3. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Crime Commission may require.
4. The applicant certifies that the program contained in its application will meet requirements as stated in the Victim Assistance Grant Application Kit; that all information presented is correct; that there has been and will be throughout the life of the grant, appropriate coordination with affected agencies; and, that the applicant will comply with all provisions of the Victims of Crime Act and all other applicable federal and state laws.
5. The applicant assures that it will comply and all of its contractors will comply, with the non-discrimination requirements of the Victims of Crime Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G and, Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations.
6. The applicant assures that programs will maintain information on victim services provided by race, national origin, sex, age, and handicap.
7. The applicant assures that in the event a federal or state court, or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Crime Commission and the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs.
8. The applicant assures that, if required, it will formulate an equal employment opportunity program (EEO) in accordance with 28 CFR 42.301 et. seq., and submit a certification to the state that it has a current EEO on file which meets the requirements therein.
9. The applicant assures that it will comply and contractors will comply, with the provisions of the Office of Justice Programs "Financial and Administrative Guide for Grants," M 7100.01.
10. Pursuant to the Office of Management and Budget (OMB) Circular A-133, non-Federal entities expending \$500,000 or more a year from all federal sources shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Non-federal entities that expend less than \$500,000 a year in Federal dollars from all sources are exempt from Federal audit requirements for that year. However, financial records must be maintained in an acceptable accounting system and be available for review or audit by appropriate officials of Federal, state or local agencies.

11. Confidentiality of Research Information. No recipient of monies under the Victims of Crime Act shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with the Act.
12. Confidentiality of Victim Information - At no time shall a victim's name, address, phone number or other identifying information be divulged to another individual or agency unless they are a part of the criminal justice system or Health and Human Services system unless the victim has given prior voluntary written consent for such release of information.
13. The applicant agrees to submit all required reports in a timely manner.
14. The applicant agrees not to utilize federal or state victim assistance funds for crime prevention, community education, services to perpetrators, conference attendance by individual crime victims, lobbying, victim relocation or services to witnesses other than the victim.
15. The applicant agrees to establish and maintain a Drug Free Workplace Policy.
16. The applicant will comply, and all its contractors will comply with the Equal Treatment for Faith Based Organizations Title 28 C.F.R. part 38.

**CERTIFICATION**

I certify that I have read and reviewed the above assurances, that the applicant will comply with all provisions of the Victims of Crime Act and all other applicable federal and state laws, and, that the applicant will implement the project as written, if approved by the Crime Commission.

(SIGNATURE OF AUTHORIZED OFFICIAL)	(DATE)
P.O. Box 1968, Grand Island, NE 68802-1968	
(ADDRESS)	
Jeremy Jensen	Mayor
(TYPED NAME)	(TITLE)
(308) 385-5444, Ext 140	
(TELEPHONE NUMBER)	

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTER; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARTMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transaction, as defined at 28 CFR Part 67, Section 67.510-

- A. The applicant certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State of Federal court, or voluntarily excluded from covered transactions by any Federal department of agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
  - B. Establishing an on-going drug-free awareness program to inform employees about—
    - (a) The dangers of drug abuse in the workplace;
    - (b) The grantee's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- C. Notifying the employee in the statement that the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

The subgrantee shall notify the Crime Commission in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

The subgrantee certifies that it will take one or more of the following actions within 30 calendar days of receiving notice of the conviction:

- A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- B. Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;

The subgrantee certifies that it will make a good faith effort to continue to maintain a drug-free workplace.

Organization Name and Address:  
City of Grand Island, P.O. Box 1968, Grand Island, NE 68802-1968

Typed Name and Title of Authorized Official  
Jeremy Jensen, Mayor

Signature

Date

**Applicant Disclosure of Pending Applications:**

Applicants are to disclose whether they have pending applications for federally and or state funded grants that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget in the application under this solicitation. **Please mark none if you have no pending applications.**

Federal or State Funding Agency	Solicitation Name / Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
None	None	None

**Attachments:**

Applicants are to attach the following items, if applicable:

- Employee and Volunteer Job Descriptions (All must be provided to include % of time spent on duties)
- Copy of Survey and Established Policy and Procedures
- Indirect Cost Rate verification letter (Required for use of federally negotiated rates)
- Non-Profit Status Verification (e.g. 501(c)(3) letter, if applicable to agency)
- Match Waiver Request (If applicable)

RESOLUTION 2017-115

WHEREAS, The U. S. Department of Justice has provided funding for Victims Of Crime Act (VOCA) grants and instituted a 21-month grant award process; and

WHEREAS, The Grand Island Police Department has a Victim/Witness Unit that serves as a valuable resource to victims of crime in our community; and

WHEREAS, the Police Department has received VOCA grant funding in past years to support the Victim/Witness Unit; and

WHEREAS, the VOCA grant application must be submitted to the Nebraska Crime Commission in April; and

WHEREAS, The Police Department must have Council approval to submit a VOCA grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Police Department 21-month Victims Of Crime Act (VOCA) grant application to the U.S. Department of Justice to fund the Victim/Witness Unit.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 7, 2017	☒ City Attorney





# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item G-19

**#2017-116 - Approving Change Order No. 3 for Veterans Restroom  
Concession Stand Building**

Staff Contact: Todd McCoy

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** April 11, 2017

**Subject:** Approve Change Order No. 3; to Mid Plains Construction Co. of Grand Island, Nebraska for Furnishing and Installation of a New Restroom/Concession Building at the Veteran's Athletic Soccer Field

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## Background

On December 13, 2016 City Council approved, by Resolution 2016-306, the bid award to Mid Plains Construction Co. to build a new restroom/concession building at the Veterans Athletic soccer field in the amount of \$239,750.00.

On December 27, 2016 City Council approved Change Order No. 1 increasing the amount of the contract amount to \$244,113.

On March 14, 2017 City Council approved Change Order No. 2 increasing the amount of the contract amount to \$253,628.00.

## Discussion

During construction it was found that the existing sewer line was 300' further away from the new building than site plans showed. The cost to extend a new sewer line 300' was not called out in the bid. A deduction was found by replacing the original specified grease interceptor (trap) with a unit more suitable for the expected operations. The contract schedule was adjusted as a result of delays.

- Deduct JR Smith Grease Interceptor 8025GTX-Ario (\$2,698.00)
- Add JR Smith Grease Interceptor 8025-Ario \$1,497.00
- Add 300 feet of sanitary sewer \$11,217.00
- Revised contract date is June 15, 2017

The total additional cost of Change Order No. 3 is \$10,016.00.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the City Council approve Veterans Restroom/Concession Construction Change Order No. 3 in the amount of \$10,016.00. Doing so will increase the total amount of the contract with Mid Plains Construction to \$263,644.00.

## **Sample Motion**

Move to approve Change Order No. 3 to Mid Plains Construction of Grand Island, Nebraska for the construction of a new restroom/concession building.



Working Together for a Better Tomorrow, Today.

CHANGE ORDER #3

TO: Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801

PROJECT: Furnishing and Installation of New Restroom/Concession Building for the Veteran's Athletic Soccer Field

You are hereby directed to make the following change in your contract.

- 1. Deduct JR Smith Grease Interceptor 8025GTX-Ario. decrease \$ -2,698.00
2. Add JR Smith Grease Interceptor 8025-Ario. increase \$ 1,497.00
3. Add additional 300 feet of sanitary sewer. increase \$11,217.00
4. Revised contact date is June 15, 2017

Summary table with 2 columns: Description and Amount. Rows include The original Contract Sum (\$239,750.00), Previous Change Order Amounts (\$13,878.00), The Contract Sum is increased by this Change Order (\$10,016.00), and The total modified Contract Sum to date (\$263,644.00).

The Contract Time is revised.

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By \_\_\_\_\_ Date \_\_\_\_\_
Mayor

Attest \_\_\_\_\_

Approved as to Form, City Attorney

ACCEPTED: Mid Plains Construction Co.

By \_\_\_\_\_ Date \_\_\_\_\_

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2017-116

WHEREAS, on December 13, 2016 by Resolution 2016-306, December 27, 2016 by Resolution 2016-315 and on March 14, 2017, the City Council of the City of Grand Island awarded Mid Plains Construction Co. of Grand Island, Nebraska, the bid in the amount of \$239,750.00, Change Order #1 in the amount of \$4,363.00 and Change Order #2 in the amount of \$9,515.00, for the Furnishing and Installation of a New Restroom/Concession Building at the Veteran’s Athletic Soccer Field; and

WHEREAS, during construction it was found that the existing sewer line was 300’ further away from the new building than site plans showed and cost to extend a new sewer line 300’ was not called out in the bid. A deduction was found by replacing the original specified grease interceptor (trap) with a unit more suitable for the expected operations and the contract schedule was adjusted as a result of delays; and

WHEREAS, such modifications have been incorporated into Change Order No. 3; and

WHEREAS, the result of such modifications will increase the contract amount by \$10,016.00 for a revised contract price of \$263,644.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 3 between the City of Grand Island and Mid Plains Construction Co. from Grand Island, Nebraska to provide the modifications set out as follows:

- |   |          |              |
|---|----------|--------------|
| 1. Deduct JR Smith Grease Interceptor 8025GTX-Ario. | decrease | \$ -2,698.00 |
| 2. Add JR Smith Grease Interceptor 8025-Ario.       | increase | \$ 1,497.00  |
| 3. Add additional 300 feet of sanitary sewer.       | increase | \$11,217.00  |
| 4. Revised contact date is June 15, 2017            |          |              |

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☒ \_\_\_\_\_  
April 7, 2017            ☒ City Attorney



# **City of Grand Island**

**Tuesday, April 11, 2017**

**Council Session**

## **Item H-1**

**Consideration of Forwarding Blighted and Substandard Area #23  
(Tim Plate) to the Hall County Regional Planning Commission**

**Staff Contact: Chad Nabity**

# Council Agenda Memo

**From:** Chad Nabity, AICP  
**Meeting:** April 11, 2017  
**Subject:** Proposed Blighted and Substandard Area #23  
**Presenter(s):** Chad Nabity, Director Grand Island CRA

## Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Tim Plate by Marvin Planning Consultants. This study is for approximately 1.28 acres of property in central Grand Island located south of Memorial Drive and east of Vine Street. The study as prepared and submitted indicates that this property could be considered blighted and substandard. The full study is attached for your review and consideration.

Mr. Plate has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. Mr. Plate has owned this property since 2007. In 2008 he subdivided the property to create a third lot with the property toward the back of this area. This lot is buildable, but the cost to extend sewer and water to serve the property has prevented development. If the blight and substandard designation is approved, a TIF application will be submitted for residential development on the back lot with the TIF proceeds paying for the costs associated with the extension of sewer and water. The decision on whether to declare an area blighted and substandard is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the study to the Planning Commission for its review and feedback. If the item is not sent to the Planning Commission, the Council cannot declare the area blighted and substandard. Planning Commission will meet May 3, and would have a recommendation ready following that meeting.

Once an area has been declared blighted and substandard, the CRA can accept redevelopment proposals for the area that might, or might not, include an application for Tax Increment Financing. Should this be approved, you can anticipate that Mr. Plate will submit an application for TIF to assist with the costs associated with fully developing this property.

## Discussion

The action item tonight relates to the study for proposed CRA Area No. 23 in south central Grand Island as shown below. The study was prepared for 1.28 acres, all of which are in the Grand Island City Limits.

Figure 1  
Study Area Map



Source: Marvin Planning Consultants 2016

Grand Island City Attorney Jerry Janulewicz has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutes which provide for the creation of a redevelopment area or redevelopment project within a redevelopment area require the following procedure:

- A request is made to the city council to declare an area to be substandard and blighted and in need of development for purposes of enabling the creation of a redevelopment area or a redevelopment project within a redevelopment area.
- The city council submits the question of whether an area is substandard and blighted to the planning commission for its review and recommendation prior to making its declaration that an area is substandard and blighted.
- The planning commission must submit its written recommendations within 30 days after receipt of the request.
- Upon receipt of the recommendations from the planning commission, or after 30 days if no recommendation is received, the city council may make its findings and declaration with respect to the property within an area.
- Unless the city council of the city in which such area is located has, by resolution adopted after a public hearing with notice, declared such area to be a substandard and blighted area in need of redevelopment, the Community Redevelopment Agency cannot prepare a redevelopment plan for a redevelopment project area.
- Following a declaration that an area is substandard and blighted, the Community Redevelopment Agency is authorized to prepare or cause to be prepared and recommend redevelopment plans to the governing body of the city and to undertake and carry out



redevelopment projects within its area of operation and may enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the authority may deem necessary to prevent a recurrence of substandard and blighted areas or to effectuate the purposes of the Community Development Law, and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. Within the area of operation of the Community Redevelopment Authority, the authority may exercise its statutory powers with respect to the redevelopment project.

Neb. Rev. Stat. §§ 18-2107; 18-2109.

As stated in Fitzke v. City of Hastings, 582 N.W.2d 301 (Neb. 1998):

A CRA is not authorized to prepare a redevelopment plan for a redevelopment project area unless the governing body of the city first enacts a resolution declaring such area to be “a substandard or blighted area in need of redevelopment.” § 18–2109. After such a declaration has been made and a redevelopment plan has been prepared and approved, a CRA is authorized to enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the [CRA] may deem necessary to prevent a recurrence of substandard or blighted areas ... and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. § 18–2107(4). The CRA may utilize tax increment financing to pay for redevelopment projects undertaken pursuant to the CDL. § 18–2124.

“Under this statutory scheme, a private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment.” Fitzke, id., citing Monarch Chemical Works, Inc. v. City of Omaha, 203 Neb. 33, 277 N.W.2d 423 (1979). The legislative intent underlying the Community Development Law is the elimination of blighted and substandard areas and to prevent the reoccurrence of blight through a cooperative effort of the public and private sectors, not to aid private developers. Fitzke, id.

At this point, Council is only making a decision about whether to forward the study to the Planning Commission for its recommendation or not. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

### **Blighted Area of the Community**

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of April 1, 2017, 19.98% of the City has been declared blighted and substandard. Area 23 would add another 0.01% bringing the total area declared to 19.99%. The CRA commissioned a study of the Veteran's Home property (Proposed Area 16) that covered 530 acres and would, if approved, add 2.76% to the total area declared blighted and substandard. If both areas were to be approved and there are no changes in the city limits or areas declared blighted and substandard, 22.75% of the city would be declared blighted and substandard.

It does not appear that the declaration of Area 23 would significantly impact the City's ability to declare other areas blighted and substandard.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to forward the Study to the Planning Commission for its recommendation.
2. Move to not forward the Study to the Planning Commission for its recommendation.
3. Refer the issue to a committee.
4. Postpone the issue to future date.
5. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council move to forward the study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

### **Sample Motion**

Move to forward the Study to the Planning Commission for their review and recommendation.



**Grand Island, Nebraska**  
**Blight and Substandard Study - Area 23**  
Completed on behalf of: Tim Plate





## **PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by the Tim Plate in order to analyze the possibility of declaring the area as blighted and substandard.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

*"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".*

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

*"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."*

Blight and Substandard are defined as the following:

*"Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"*

*"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which*

*endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"*

This Blight and Substandard Study is being considered a "micro-blight" area under the definition established by the City of Grand Island. The Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. A Redevelopment Plan to be submitted in the future will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present which qualify the area as blighted and substandard.

### **BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY**

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area includes several industrial uses, commercial uses and a limited number of residential uses within the corporate limits of Grand Island.

Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

Lot 1, 2 and 3 of Memorial Place Subdivision

**Study Area**

**Figure 1  
Study Area Map**



Source: Marvin Planning Consultants 2016

**EXISTING LAND USES**

The term “Land Use” refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community, and produce a number of impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

**Existing Land Use Analysis within Study Area**

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

**TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2016**

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0.74	100.0%	59.2%
Single-family	0	0.0%	0.0%
Multi-family	0.74	100.0%	59.2%
Manufactured Housing	0	0.0%	0.0%
Commercial	0	0.0%	0.0%
Industrial	0.00	0.0%	0.0%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0.00	0.0%	0.0%
Total Developed Land	0.74	100.0%	
Vacant/Agriculture	0.51		40.8%
<b>Total Area</b>	1.25		100.0%

Source: Marvin Planning Consultants 2016

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area. The Study Area is made up of multi-family (59.2%) and land considered vacant accounts for only 40.8% of the total area.

**Figure 2**  
**Existing Land Use Map**



Source: Marvin Planning Consultants, 2016

## **FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY**

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

### **CONTRIBUTING FACTORS**

There were a number of conditions examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

#### ***Age of Structure***

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of two primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (100.0%) units were determined to be 40 years of age or older

The age of the structures would be a direct contributing factor.



**Figure 3**  
**Unit Age Map**



Source: Google Earth and Marvin Planning Consultants, 2016

**Structural Conditions**

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Fair, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 ( 0.0%) structures rated as very good
- 0 ( 0.0%) structures rated as good
- 0 ( 0.0%) structure rated as fair
- 2 (100.0%) structures rated as average
- 0 ( 0.0%) structure rated as badly worn

**Figure 4**  
**Structural Conditions**



Source: Google Earth and Marvin Planning Consultants, 2016

Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common for older structures to get more maintenance and upkeep in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 100.0% of the structures in this study area are average condition or worse.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structure is a contributing factor.

## Deterioration of Site or Other Improvements

### *Site Improvements Conditions*

The properties within the study area are accessed via a common driveway through an access easement on the site. Currently, a portion of the driveway is in a deteriorating state in certain areas. In addition, there has been a great deal of crack sealant used on the driveway accessing this study area.

**Figure 5**

### Deterioration of Site or Other Improvements



Source: Google Earth and Marvin Planning Consultants, 2016

Based upon the field analysis, there are sufficient elements present to meet the definition of deterioration of site and other improvements in the Study Area.

### **Combination of factors which are impairing and/or arresting sound growth**

Within this study area there is critical factor impairing or arresting sound growth. This is the inability to extend city services, without substantial cost to Lot 3 of this subdivision.

Based upon the review of the area, there is one sufficient element present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

### **Stable or decreasing population based on the last two decennial censuses**

Over the past 20 years the population within the study area has been stable or decreasing. The population within the Study Area has had limited population for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

### **Blighting Summary**

These conditions are contributing to the blighted conditions of the study area.

- **Average age of structures is over 40 years of age**
  - Within the Study Area 100.0% of the structures meet the criteria of 40 years of age or older.
- **Substantial number of deteriorating structures**
  - Within the study area 100.0% of the structures were deemed to be in average condition.
- **Deterioration of site or other improvements**
  - Damage to the existing driveway providing access to the study area.
- **Combination of factors which are impairing and/or arresting sound growth**
  - Extension of existing city services to Lot 3 of the Subdivision cannot be accomplished without significant cost.
- **Stable or decreasing population based on the last two decennial censuses**
  - The population of the Study Area has remained stable over the past two decennial censuses.

#### **The other criteria for Blight were not present in the area, these included:**

- Insanitary and Unsafe Conditions
- Dangerous conditions to life or property due to fire or other causes
- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Defective/Inadequate street layouts
- Diversity of Ownership
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

## **Substandard Conditions**

### **Average age of the residential or commercial units in the area is at least 40 years**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 40 years of age or older to be a contributing factor regardless of their condition. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of two structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (100.0%) units were determined to be more than 40 years of age

There is a predominance of units 40 years of age or older.

## **Substandard Summary**

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, **age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or **the existence of conditions which endanger life or property by fire and other causes**, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

## **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #23**

Blight Study Area #23 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighted Conditions**

- **Average age of structures is over 40 years of age**
- **Substantial number of deteriorated or deteriorating structures**
- **Deterioration of site or other improvements**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Stable or decreasing population based on the last two decennial censuses**
- **Diversity of Ownership**

### **Substandard Conditions**

- **Average age of the structures in the area is at least forty years**



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item I-1

**#2017-117 - Consideration of Approving Contract for Preparation of a Redevelopment Plan for Former Central Nebraska Veterans Home Land**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerom E. Janulewicz, City Attorney

**Meeting:** April 11, 2017

**Subject:** Agreement with Olsson Associates, Inc. for Development of a Reuse Plan for a part of the former Central Nebraska Veterans Home in Grand Island

**Presenter(s):** Marlan Ferguson, City Administrator

## Background

In 2016, the State of Nebraska conveyed to the City of Grand Island various tracts of real estate that were a part of the Central Nebraska Veterans Home. The property conveyed includes tracts north of Nebraska Highway 2 between Broadwell Avenue and Webb Road and South of Highway 281 as well as the agricultural lands south of Highway 2 and north of Capital Avenue. The City issued an RFP seeking proposals from a qualified consulting firm to assist in the development of a reuse plan for these lands.

## Discussion

Olsson Associates, Inc. was selected as the preferred consultant for providing the services requested. Copies of the proposed Scope of Services, Letter of Agreement, and general provisions are included.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Adopt the Resolution authorizing the agreement with Olsson Associates, Inc.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council adopt the Resolution.

## **Sample Motion**

Move to approve the resolution authorizing the Agreement with Olsson Associates, Inc. for Development of a Reuse Plan for a part of the former Central Nebraska Veterans Home in Grand Island.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
REDEVELOPMENT PLAN FOR FORMER CENTRAL NEBRASKA  
VETERANS HOME LAND**

**RFP DUE DATE:** February 8, 2017 at 4:00 p.m.  
**DEPARTMENT:** Legal  
**PUBLICATION DATE:** N/A  
**NO. POTENTIAL BIDDERS:** 9

**SUMMARY OF PROPOSALS RECEIVED**

**Olsson Associates**  
Grand Island, NE

**Confluence**  
Des Moines, IA

**HDR**  
Omaha, NE

cc: Jerry Janulewicz, City Attorney  
Marlan Ferguson, City Administrator

Stacy Nonhof, Assistant City Attorney  
Renae Griffiths, Finance Director

**P1936**



## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 6, 2017 between City of Grand Island ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Former Veterans Home Land, Grand Island, NE

Project Description: Redevelopment Plan for former Veterans Home Land which comprises approximately 640 acres bounded by Capital Avenue, Hwy 281, Broadwell Avenue, and Webb Road.

### SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### PLANNING SERVICES

##### Phase 100 - Land Use Master Plan

###### Task 101 - Discover

Initial project meeting (conference call) to discuss overall outcomes, desired program, background information, timelines, and stakeholders.

Olsson will compile and analyze existing conditions in the study area. Gather data from available sources, maps, and analyze the existing infrastructure, resources, and conditions of the study area.

It is assumed this data is available from existing sources, and that Olsson will have access to the data for no fee. Should a fee be required for data access, that fee shall be considered additional services and will be billed accordingly.

Olsson will evaluate the current and future economic market factors that influence existing and future business and development opportunities, as well as providing demand potential for commercial, housing, office, and industrial uses. This will be used to prepare an economic analysis report to provide solid information to help formulate a "market positioning strategy" for the project area.

###### Task 102 - Engage

Engagement phase occurs throughout the entire planning process, but primarily during the envision and narrow phases. Olsson will utilize individual meetings and dialog, public forums, a charrette, and an open house to assist in developing a plan.

During the 3 day charrette process, Olsson will set up a goal setting kick off (visioning) meeting with the appointed stakeholder group (steering committee) and city staff to clearly define the goals and objectives for the project and community. There will also be public meetings scheduled along with small group meetings and interviews with key stakeholders.

Page 1 of 3

**Task 103 - Envision**

Olsson will develop multiple concepts for enhancement, development, redevelopment, and infill based upon a community goal setting session; existing conditions; economic factors; information gathered in individual stakeholder meetings; and the three-day charrette.

Olsson will prepare sketches, visualizations, and renderings that are easily understood and very graphic in nature for the community and stakeholders to review and give input on.

**Task 104 - Narrow**

Olsson will narrow the concepts and options into a defined direction based on consensus building and community/stakeholder involvement. It will incorporate existing studies and new initiatives discovered in the plan process and develop them into potential solutions, incorporate the market opportunities identified, and define a clear direction for the future of the project area. This refined development plan will be shared with the stakeholder group on the last day of the charrette.

**Task 105 - Plan**

Olsson will further refine the plan and distribute to client for review and comment. Olsson will address the comments and prepare the plan document which will be presented to the client at an in person meeting.

The Master Plan will contain the following:

- Recommendations for economic and development improvements
- Address potential opportunities for implementing the community objectives
- Propose and design strategies for:
  - Land use
  - Economic development
  - Transportation
  - Infrastructure
  - Design and layout
  - Amenity and character
  - Improvement in quality of life
- Objectives to:
  - Manage change
  - Identify and prioritize objectives for investment
  - Identify potential funding sources
  - Recommend implementation framework

**Task 106 - Implement**

As part of the Master Plan, Olsson will prepare an implementation framework that will provide the critical first steps in the Redevelopment Plan and its recommendations. It will focus on near, mid- and long-range goals, as well as opinions of costs for recommendations. The implementation framework will be shared with the client digitally and discussed via conference call for review and comment. Comments will be incorporated into final plan and final plan will be presented in person to the City Council.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**OLSSON ASSOCIATES, INC.**

By \_\_\_\_\_  
Jeff R. Palik

\_\_\_\_\_ Ken Boone

If you accept this Scope of Services, please sign:

**CITY OF GRAND ISLAND**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

RESOLUTION 2017-117

WHEREAS, In 2016, the State of Nebraska conveyed to the City of Grand Island various tracts of real estate that were a part of the Central Nebraska Veterans Home; and

WHEREAS, The property conveyed includes tracts north of Nebraska Highway 2 between Broadwell Avenue and Webb Road and South of Highway 281 as well as the agricultural lands south of Highway 2 and north of Capital Avenue; and

WHEREAS, The City issued an RFP seeking proposals from a qualified consulting firm to assist in the development of a reuse plan for these lands; and

WHEREAS, Olsson Associates, Inc. was selected as the preferred consultant for providing the services requested.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement between the City of Grand Island and Olsson Associates, Inc. to prepare a Redevelopment Plan for the former Central Nebraska Veterans Home lands as described herein, should be and the same hereby is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 7, 2017	☒ City Attorney



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item I-2

**#2017-118 - Consideration of Approving Bid Award for Sports Facility Expansion Design Services at Veteran's Athletic Field Complex**

Staff Contact: Todd McCoy

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** April 11, 2017

**Subject:** Approve RFQ for Design Services for the Expansion of Veterans Athletic Field Complex

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## Background

In May of 2016 Grand Island voters approved the extension of the Food and Beverage Occupation Tax.

The City Finance Department has estimated that the tax will generate \$2.0 million per year. City Administration has recommended utilizing F & B revenue for Nebraska State Fair Support, Grow Grand Island, and City of Grand Island quality of life projects.

One of the major projects discussed regarding the Food and Beverage funds is the expansion of the Veterans Athletic Field Complex. The Veterans Athletic Field Complex was built as a result of the Nebraska State Fair relocation at Fonner Park. Currently, the Veterans Complex consists of twelve acres of soccer and four large softball/baseball fields. The fields are used mainly by adult leagues during the summer and fall months. Area youth baseball and softball organizations rent the fields for tournaments and games on weekends and week nights as available. The soccer fields are utilized by the Heartland Soccer Club and local Grand Island high school programs.

Expanding the Veterans Athletic Field Complex will alleviate scheduling conflicts with local leagues and provide facilities to keep pace with the growing demand of area competitive sports teams. With the improvements, the complex will be a desirable location for state and regional tournaments. It is estimated that the annual expense to operate the additional fields is approximately \$150,000 for staffing, fuel, fertilizer, electricity, weed control, equipment, etc.

Since the Food and Beverage Tax was passed, City staff has closely reviewed needs, gathered feedback from the newly formed sports commission, and completed master planning for the site. City Administration recommends building six youth multipurpose baseball/softball fields, concessions, restrooms, additional parking, connecting Eagle Scout Park from the north, and adding a splash pad. The total estimated cost for the project including design, contingency, and construction is \$6,490,682.00.



## Discussion

Four RFQ's were received to design the expansion project.

Olsson Associates, Grand Island, NE  
DLR Group, Omaha, NE  
Confluence, Des Moines, IA  
Big Muddy Workshop, Omaha, NE

Staff recommends contracting Olsson and Associates to provide design services, prepare construction documents, and oversee expansion for the project. Olsson was selected based on the criteria of approach, experience, resume of staff, schedule, and price. The contact amount is \$375,000. This project will be paid with Food and Beverage funds.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve

2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the City Council accept the proposal from Olsson Associates of Grand Island, Nebraska for Design Services to expand Veterans Athletic Field Complex.

### **Sample Motion**

Move to approve the proposal from Olsson Associates for Design Services to expand Veterans Athletic Field Complex in the amount of \$375,000.00.





Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS  
FOR  
SPORTS FACILITY EXPANSION DESIGN SERVICES  
VETERAN'S ATHLETIC FIELD COMPLEX**

**RFP DUE DATE:** November 29, 2016 at 4:00 p.m.  
**DEPARTMENT:** Parks and Recreation  
**PUBLICATION DATE:** November 6, 2016  
**NO. POTENTIAL BIDDERS:** 3

**SUMMARY OF PROPOSALS RECEIVED**

**Olsson Associates**  
Grand Island, NE

**DLR Group**  
Omaha, NE

**Confluence**  
Kansas City, MO

**Big Muddy Workshop, Inc.**  
Omaha, NE

cc: Todd McCoy, Parks & Recreation Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.  
Renae Griffiths, Finance Director

**P1919**



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

March 21, 2017

Todd McCoy  
Park and Recreation  
City of Grand Island  
PO box 1968  
100 East First Street  
Grand Island, NE 68801

**Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Grand Island Sports Complex Civil Site Development (the "Project")  
Grand Island, Nebraska

Dear Todd:

It is our understanding that the City of Grand Island, Nebraska ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

### **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: March 29<sup>th</sup>, 2017  
Anticipated Completion Date: May 1<sup>st</sup>, 2018

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

### **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$375,000.00

### **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Todd McCoy.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By   
Matt Rief, PE

By   
Jeff Palik, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments

- General Provisions
- Scope of Services
- Exhibit "B" – Phase 1 Project Boundary
- Standard Labor Rate Schedule
- Reimbursable Expense Schedule

## EXHIBIT "A" – SCOPE OF SERVICES CIVIL SITE DEVELOPMENT

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 21, 2017 between the City of Grand Island Parks and Recreation Department ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: West side of Broadwell Avenue south of Highway 281, Grand Island, Nebraska

Project Description: The continuation of the development of the Grand Island Sports Complex south of Eagle Scout Lake, on the north side of Grand Island, also known as the Veterans Sports Complex. Our fees and scope are based on the conceptual master plan layout shown on Exhibit "B".

### SCOPE OF SERVICES

#### Phase 100 – Topographic Survey

1. Conduct a field survey to determine the existing topographic conditions of the property. This will include sufficient vertical data to allow contours of the site to be derived.
2. Incorporate the information obtained during the field survey to create a master base survey. The utility locations will be determined by surveying the visible features and using record information from the utility owners. Nebraska One-Call will be notified

#### Phase 200 – Site Design Phase Services

General Site Design and project services coordination. Final Plan sets, including specifications, will be prepared for the site. Plans will be provided for Building Permit and Bidding purposes. The construction plans will include the entire site. Any redesign of the site following final plan design shall be classed as an additional service and billed on a time and expense basis.

1. Cover Sheet shall include vicinity map, general project information, and sheet index.
2. Existing Conditions shall be included as reference documents.
3. Prepare construction grading plan, including an Erosion and Sediment Control (SWPPP), site grading plan, and site cut/fill plan (if necessary).
  - a. SWPPP Design: Site exceeds 1 acre in size and therefore a NPDES Notice of Intent (NOI) will be required.
    - Submit SWPPP plans and permit applications to the NDEQ and local governmental agencies for the NPDES Permit.
    - This involves filling out the NOI.
    - This does NOT involve providing a 404 Permit, Endangered and Threatened

Species and Critical Habitat Survey, contacting the Corps of Engineers, or any other supporting documentation.

- This does NOT include SWPPP inspections. Olsson can provide these services if requested.
4. Site Plan (Horizontal Control Plan) shall follow the requirements set by the Client. Plan shall locate buildings and associated site features to meet the City of Grand Island Code requirements.
  5. Storm Water Plan shall include location and relocation of storm pipe and basins to collect on-site storm water and discharge off-site.
  6. Paving Plan shall include horizontal design information necessary for construction, identifying spot grades to indicate surface drainage patterns, grade breaks, sidewalks, and ramp locations. ADA accessibility design will be incorporated into plans.
  7. Water Service Plans shall include water main to be connected on to the water system constructed in Phase 1 and extended to the proposed expansion areas. This will include getting approval from the City of Grand Island Utility Department and Grand Island Fire Department.
  8. Sanitary Sewer Service Plans shall include sanitary sewer for proposed restroom and concession area in proposed softball complex area. This will include additional pumping stations and force main to tie to existing low pressure system that was constructed in Phase 1. This will include getting approval from the City of Grand Island Public Works Department as well as Nebraska DEQ.
  9. Construction Details shall include miscellaneous construction details required to construct the Project.
  10. Construction Specifications shall be provided to supplement City of Grand Island Specifications.
  11. Coordinate all site utilities to avoid conflicts as well as provide for future expansion.
  12. Provide Design and bidding documents for new irrigation supply well on site.
  13. General Coordination between all consultants.
  14. Coordination of Splashpad. We are assuming splash pad used water can be open discharged into lake or on site.
  15. Attend various project meetings with the Client, Architect, governing agencies and contractor during design phases.
  16. At the request of the Client, attend project meetings with Client, their representatives, and their consultants.
  17. Meet with utility companies and agencies.

## **Phase 205 – Overall Design Guidance, Sports Field Design, Landscape Design Phase Services**

General Site Design and project services coordination. Final Plan sets, including specifications, will be prepared for the site. Plans will be provided for Building Permit and Bidding purposes. The construction plans will include the entire site. Any redesign of the site following final plan design shall be classed as an additional service and billed on a time and expense basis.

1. Establishing and maintaining the site plan base and overall design intent.
2. 6 new youth fields - Design of the field layout, fine grading, planting soil (native material), irrigation, fencing/gates, backstops, bullpen, dugouts, warning track, infield skin, foul poles, sodding, scoreboard and specifications. Bleacher and Benches to be owner supplied or specified by owner. Assumed no shade structures at this time.
3. Warning Track at Existing Fields - Design of the warning track, notes for adjusting ex. irrigation, and specifications.
4. Sitework / Utilities - assistance and design intent guidance in the selection of pedestrian and parking lot light fixtures.
5. Splash Park - Design, paving drawings, product selection, overall design guidance, landscape and ramada. Assumed estimated Cost of Splash Area- \$100,000 (Owner suggested allowance).
6. Landscaping - Design and specifications for seeding disturbed areas and minimal landscape design. Irrigation design outside of field areas is included.

## **Phase 300 – Architect Design Phase Services**

New Public Restrooms and Concessions Building (Approx. 1,600 SF CMU Building with Wood Framed Roof). **This project will include structural engineering design for new public restrooms and concessions building in Grand Island, Nebraska.**

CMBA Architects shall provide the following services to Client:

### **Schematic Design:**

1. Meet with Owner to determine specific requirements for facility. Owner to provide survey of utilities and topography, as well as soil test information.

### **Design Development:**

1. Finalize design with input from Owner.
2. Review design for compliance with applicable codes.

### **Contract Document Phase:**

1. Prepare final drawings and specifications.
2. Coordinate construction documents with Civil/M/E consultants.

**Bidding:**

1. Assist the Owner in obtaining and evaluating bids to complete the project.

**Contract Administration Phase:**

1. Make periodic visits to the job site to ensure that work is progressing according to bid documents.
2. Attend monthly building construction meetings.
3. Approve monthly pay request submitted by contractor.
4. Prepare written Change Orders for approval.
5. Respond to contractor questions and RFI's.
6. Review shop drawings for completeness and accuracy.
7. Prepare punch list of items needing attention for completion.

**Phase 400 – Structural Design Phase Services**

New Public Restrooms and Concessions Building (Approx. 1,600 SF CMU Building with Wood Framed Roof). **This project will include structural engineering design for new public restrooms and concessions building in Grand Island, Nebraska.**

1. Coordinate with all teams involved with the Project, including the Client, the architect, contractor, subcontractors, civil engineer, geotechnical engineer, mechanical engineer, electrical engineer and other parties hired by the Client.
2. Coordinate with the Client for the building layout and project specifics.
3. Provide structural plans including a foundation plan, roof framing plan, miscellaneous sections and details, and sheet specifications.
4. Technical specifications.
5. Attend two design meetings.
6. Shop drawing review of structural components.
7. Answer questions and provide additional instructions that may arise to interpret the approved plans.
8. Attend two site visits during construction.
9. Deliverables include electronic ACAD files.



## **Phase 500 – Mechanical / Electrical Building Design Phase Services**

New Public Restrooms and Concessions Building (Approx. 1,600 SF CMU Building with Wood Framed Roof). **This project will include Mechanical/Electrical engineering design for new public restrooms and concessions building in Grand Island, Nebraska.**

### **Electrical engineering:**

1. Power Distribution
2. Lighting Design includes fixture selection, foot-candle calculations, lighting control, and compliance with locally adopted energy code.
3. Branch power design
4. Conduit and box rough-in for low voltage systems. Low voltage system designed by others include: Telecommunications, CATV, Security (access control, CCTV, and intrusion detection)

### **Mechanical engineering:**

1. Heating and ventilation design
2. Plumbing plans including domestic water, sanitary sewer, storm drain, and natural gas piping.
3. Domestic water, sanitary sewer, storm sewer, and fire water will be extended 5 feet outside the building or connected to existing utilities inside the building.
4. Energy Calculations: Design will comply with the locally adopted energy code.

### **Deliverables:**

1. Deliverables will be provided in the form of full size (22x34) stamped drawings.
2. Technical Specifications to support services described above on the sheets
3. Electronic drawing files, as requested.
4. Olsson will attend one design

### **Construction Administration Services:**

Olsson shall perform the following construction administration services:

1. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
2. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.

3. Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

### **Phase 600 – Site Electrical Design Phase Services**

Addition to existing ballpark as shown on Exhibit "B". **This project will include Electrical engineering design for site power construction and lighting for fields, parking, and pedestrian walkways in Grand Island, Nebraska.**

**Site Electrical Infrastructure and Lighting Design.** Olsson will prepare complete plans for bid for lighting the project area. These plans will include three stages of completion (50%, 90%, and 100%).

Olsson will complete design and construction documents for the complex's parking lot in accordance with the IESNA Recommended Lighting for Walkways and Class 1 Bikeway, DG-5-94 and the Recommended Practice for Lighting Exterior Environments, RP-33-99.

Olsson scope of design includes construction documents for the following elements of site electrical infrastructure:

1. Coordination with electric utility company regarding service to the site, primary distribution on the site, pad mount transformer locations, available fault current, metering requirements, service entrance section (SES) locations and access and ancillary issues.
2. Electric service to each sports field and electric distribution for each field's sports lighting system and scoreboards on stand-alone fields.
3. SES and distribution switchboard design.
4. Electric distribution for parking lot lighting, signage, site lighting, and support facilities.
5. Electrical service/distribution infrastructure for any future facilities as required.
6. One line diagram for the site including sports fields, concession/restroom facilities and maintenance buildings.
7. Sports lighting, site electrical infrastructure and SES/Control details.

**Sports Lighting Design.** Sports field lighting designs and Contract Documents will be completed based on MUSCO Light System Green. Lighting performance requirements will be the same as shown below:

1. Youth Softball Fields. The lighting design for this facility shall meet the requirements of the IESNA Recommended Practice for Sports and Recreational Area Lighting, IESNA RP-6-01 for a Class IV softball facility (30 FC infield and 20 FC outfield, CV infield = 0.21 or less, CV outfield = 0.25 or less, min to max infield = 2.5:1 or less, min to max outfield = 3:1 or less).
2. Sports Lighting Controls. The design for lighted soccer sports field shall include control systems for each individual field; system performance

monitoring and internet based scheduling capabilities. The systems shall be MUSCO Light Structure Green Control/Monitoring with the MUSCO Control-Link Website scheduling.

### **Phase 700 – Bid Phase Services**

1. Olsson will develop an Engineers estimate of the planned work for the client.
2. Olsson will supply plan drawings and special provisions to Client so they can advertise for bidders.
3. Olsson will coordinate answering questions raised by bidders. The Client will be informed on a regular basis of project changes resulting from bidders' questions.
4. Bids will be reviewed and evaluated with client.

### **Phase 800 – Construction Administration Phase Services**

1. Distribute electronic files to contractors, as requested.
2. Conduct a preconstruction meeting in Grand Island.
3. Answer RFI's as requested by the Contractor.
4. Act as liaison between the contractors and the Owner to facilitate smooth completion of the project.
5. Provide interpretation/clarification to the contractor on day-to-day questions during construction.
6. City and Utility coordination.
7. Review shop drawings and submittals for conformance to construction documents.
8. Complete construction staking for ball fields, paving, storm sewer, water and sanitary sewer utilities.
9. Construction testing as required by City of Grand Island to include:
  - density testing for the grading, trench backfill, and pavement subgrade
  - random concrete testing for the pavement.
10. Provide part time construction observation and field construction testing at an average of 24 hours per week for 20 weeks.
11. Complete a daily log and weekly progress reports.
12. Attend a Final Walk Thru meeting on site. Prepare final record drawing and testing package as required for the City to accept the project.

### **General Exclusions**

1. Department of the army section 404 clean water act permitting.
2. Design of any off-site infrastructure or improvements.

3. Design of private Utilities (cable, telephone, etc.)
4. Off-site surveys or as-built drawings/certifications.
5. Geotechnical investigation
6. Floodplain permitting
7. Easement legal descriptions and exhibits, other than those noted.
8. Signage design and details.
9. SWPPP inspections.
10. Permit, registration, platting or rezoning fees.
11. Obtaining building permits.
12. Platting.
13. Project-related permitting outside of the scope of the proposal and fees.
14. Any items, design plans or specifications not specifically listed above.
15. Design or specification of landscape features, such as elevated signage, retaining walls, utility structures, shade structures, etc.
16. Submissions to Building Code officials or Fire Marshall.
17. Evaluations, studies, or additional services requested by the owner.
18. Fire Protection survey and design.
19. Fire Alarm, Telecommunication, CATV and/or Security Design Services
20. Distributed Antenna (cell phone) design
21. Geothermal heating and cooling design

**COMPENSATION**

<b>Phase</b>	<b>Description</b>	<b>Fee</b>
100	Topographic Survey	\$5,000
200	Site Design Phase Services	\$66,500
205	Overall Design Guidance, Sports Field Design, Landscape Design Phase Services	\$118,000
300	Architect Design Phase Services	\$30,000
400	Structural Design Phase Services	\$5,800
500	Mechanical / Electrical Building Design Phase Services	\$12,000
600	Site Electrical Design Phase Services	\$64,000
700	Bid Phase Services	\$3,700
800	Construction Administration	\$70,000
<b>Total Proposed Fees:</b>		<b>\$ 375,000</b>

\* Fees are Time and Material – Not to Exceed Number shown in table above.

**Additional Services:** The following items, in addition to any items not specifically listed above, are not included in the proposal but can be provided under a supplemental agreement:

- A. Phase 1 Environmental
- B. Flood Study
- C. Environmental Studies
- D. As-Built Drawings and surveys other than those listed above
- E. Off Site public utility improvement design.
- F. Public street improvements.
- G. Easement exhibits
- H. Platting
- I. Geotechnical borings and report.
- J. Traffic counts/analysis.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client’s prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**OLSSON ASSOCIATES, INC.**

By   
Matt Rief, PE

  
Jeff Palik, PE

If you accept this Scope of Services, please sign:

**CITY OF GRAND ISLAND "CLIENT"**

By \_\_\_\_\_  
Name

Dated: \_\_\_\_\_

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## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated March 21, 2017 between City of Grand Island Parks and Recreation Department ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in



the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Construction Cost Estimate**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the

contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

#### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

#### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

#### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

#### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required

for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further

agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

RESOLUTION 2017-118

WHEREAS, the City of Grand Island is in the process of expanding the Veterans Athletic Field Complex; and

WHEREAS, such project will require a consultant to provide design services, prepare construction documents and oversee expansion of the Veterans Athletic Field Complex that will include adding four (4) new baseball/softball fields, restroom/concession stand building and parking; and

WHEREAS, such project will be funded through the Food and Beverage Tax; and

WHEREAS, the City of Grand Island issued a Request for Qualifications (RFQ) for Sports Facility Expansion Design Services for such project; and

WHEREAS, four (4) request for qualifications were received and the proposal from Olsson Associates ranked the highest; and

WHEREAS, Olsson Associates from Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Qualifications; and

WHEREAS, a contract amount of \$375,000.00 has been negotiated; and

WHEREAS, a Letter of Agreement for Professional Services with Olsson Associates to provide design services, prepare construction documents and oversee expansion for such project has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Letter of Agreement for Professional Services with Olsson Associates from Grand Island, Nebraska to provide design services, prepare construction documents and oversee expansion of the Veterans Athletic Field Complex is hereby approved at a cost of \$375,000.00.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island

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Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2017	☐ City Attorney



# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item I-3

**#2017-119 – Consideration of Approving Resolution Authorizing Amendment of the Conservation Easement with Respect of Tract #32, South Locust Street/I-80 Interchange Project**

Staff Contact: Jerry Janulewicz



# Council Agenda Memo

**From:** Jerom E. Janulewicz, City Attorney

**Meeting:** April 11, 2017

**Subject:** Amendment of Perpetual Conservation Easement, Tract #32, South Locust Street/I-80 Interchange Project.

**Presenter(s):** Jerom E. Janulewicz, City Attorney

## Background

In the late 1990's the City of Grand Island, Hall County, and the Nebraska Department of Roads entered into an interlocal agreement and amendments thereto relative to the construction of an interchange at the location of South Locust Street and Interstate 80 and the construction of a new four lane South Locust Street between the city and Interstate 80. The agreement provided, in part, that Hall County would acquire the necessary right-of-way for the project. In order to address environmental concerns of the Nebraska Game and Parks Commission and Federal Fish and Wildlife Service, Hall County agreed to acquire conservation easements upon properties surrounding the interchange area and the City agreed to be the grantee of the easements, with the duty to monitor and enforce compliance with the terms of the easements. Pursuant to agreements between the various governmental entities and agencies, the terms of a conservation easement cannot be amended or changed by the City and a landowner unless such amendment or change is approved by the County of Hall, the Nebraska Department of Roads, and the Nebraska Game and Parks Commission.

The owner of Tract #32 entered into a real estate purchase agreement with a buyer. The owner and buyer are requesting the conservation easement be amended, as the easement does not specifically provide authorization to use this 13 acre tract for a single-family residence even though a residence existed on the property when the easement was acquired. The buyer has plans to remove the existing residence and construct a new residence on the property.

The current conservation easement grants the continuing right to use the land for “[t]he construction of single family dwellings, restricted to one dwelling per 20-acre area or greater.” The buyer and seller are requesting that the language in the previous quotations be deleted and replaced with the following: “The construction and occupancy of a single family dwelling, restricted to one single family dwelling upon the Property.” All other provision of the conservation easement would remain unchanged and in full force and effect.

## **Discussion**

The City's legal department provided background information to and participated in telephone conferences with representatives of the Nebraska Department of Road, Nebraska Game and Parks Commission, Federal Highway Administration, Federal Fish and Wildlife Service, and Federal Highway Administration. On April 5, 2017, representatives of those agencies indicated they would recommend to their respective agencies approval of the following amendment to the Conservation Easement if such amendment were approved by the City and Hall County:

Delete "The construction of single family dwellings, restricted to one dwelling per 20 acre area or greater" and substitute in its place "The construction and occupancy of a single family dwelling, restricted to one single family dwelling upon the Property."

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Adopt the Resolution authorizing the amendment of the Conservation Easement, subject to concurrence of Hall County, Nebraska Game and Parks Commission and Nebraska Department of Roads.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council adopt the Resolution.

## **Sample Motion**

Move to approve the resolution authorizing amendment of the Conservation Easement with respect to Tract #32, South Locust Street/I-80 Interchange Project.

**AMENDMENT TO  
GRANT OF PERPETUAL CONSERVATION EASEMENT**

This Amendment to Grant of Perpetual Conservation Easement (the "Amendment") is made effective as of the \_\_\_ day of \_\_\_\_\_, 2017, by and between the parties set forth below.

RECITALS:

A. Vernon & Karlene Larson, husband and wife (collectively referred to as "Grantor") and the City of Grand Island, Nebraska, a Nebraska Municipal Corporation (referred to as "Holder") entered into that certain Grant of Perpetual Conservation Easement dated May 20, 1999 and recorded with the Hall County, Nebraska Registrar of Deeds on October 18, 1999 as document No. 99110123 (the "Conservation Easement").

B. The Conservation Easement encumbers a parcel of real property located in Hall County, Nebraska described as follows:

The South Four Hundred Forty Two (442.0) Feet of the East Half of the Southwest Quarter (E2 SW4) of Section 22, Township 10 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County Nebraska (the "Property").

C. The entire Property is currently still owned by Karlene Larson, a widow; Vernon Larson is deceased.

D. At the time the Conservation Easement was granted in 1999, the Property contained 13.4 approximate acres; the Property still contains 13.4 approximate acres.

E. At the time the Conservation Easement was granted in 1999, the Property had one single family dwelling thereon; the Property still contains one single family dwelling.

F. The parties desire to clarify and amend certain provisions of the Conservation Easement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned parties agree as follows:

1. The Recitals set forth above are hereby incorporated into this agreement as if fully contained herein.

2. Article III, "Permitted Uses", Section C of the Conservation Easement shall be deleted in its entirety and the following provision shall be substituted therefor:



**CONCURRENCE:**

The County of Hall, Nebraska, acting by and through its duly authorized representative, has executed this Amendment on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**THE COUNTY OF HALL, NEBRASKA**  
A Body Corporate and Politic

By : \_\_\_\_\_, Chair

Hall County Board of Supervisors

Date: \_\_\_\_\_





RESOLUTION 2017-119

WHEREAS, the City of Grand Island is the grantee of a conservation easement upon the following described lands, to wit:

The South Four Hundred Forty Two (442.0) Feet of the East Half of the Southwest Quarter (E1/2SW1/4) of Section Twenty Two (22), Township Ten (10) North, Range Nine (9) West of the 6<sup>th</sup> P.M., Hall County, Nebraska; and

WHEREAS, the above-described property is approximately 13 acres in area; and

WHEREAS, Karlene Larson, owner of the property, requested that the conservation easement be amended by deleting the provisions of Article III, Section C and inserting in its place the following: “The construction and occupancy of a single family dwelling, restricted to one single family dwelling upon the Property”; and

WHEREAS, an effective amendment of the conservation easement requires concurrence of the County of Hall, the Nebraska Department of Roads, and the Nebraska Game and Parks Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that proposed Amendment to the Grant of Perpetual Conservation Easement upon the above-described real estate is approved, subject to concurrence of the County of Hall, the Nebraska Department of Roads, and the Nebraska Game and Parks Commission. The mayor of the City of Grand Island should be and is hereby authorized to execute the amendment on behalf of the City.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 11, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 7, 2017	☒ City Attorney





# City of Grand Island

Tuesday, April 11, 2017

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of March 29, 2017 through April 11, 2017**

*The Claims for the period of March 29, 2017 through April 11, 2017 for a total amount of \$3,819,935.24. A MOTION is in order.*

Staff Contact: Renae Griffiths