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# City of Grand Island



**Tuesday, May 23, 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 - Reverend Dr. Trudy Kenyon-Anderson, First Faith United Methodist Church, 4190 West Capital Avenue**

**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, May 23, 2017

Council Session

## Item E-1

**Public Hearing on Request to Rezone Property located at 4072 and 4074 North Point Circle from RO – Residential Office to B2 – General Business (Riedy Enterprises)**

*Council action will take place under Ordinances item F-1.*

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** May 23, 2017

**Subject:** Rezone request Lot 10 Northview 9<sup>th</sup>

**Presenter(s):** Chad Nabity AICP, Regional Planning Director

## **Background**

An application has been made to rezone all of Lot 10 in the Northview Ninth Subdivision, known as 4072 and 4074 North Point Circle, from RO Residential Office Zone to B-2 General Business Zone in the City of Grand Island, Hall County, Nebraska. (C-15-2017GI)

## **Discussion**

At the regular meeting of the Regional Planning Commission, held May 3, 2017 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity said owner Rob Riedy has constructed duplexes in this area and would like to build additional garages for the duplexes on this lot because there is a demand for garages and the lot is odd-shaped and not as conducive to construction of a duplex. The RO Residential Office zone does not allow for self-storage and garages, but B2 General Business does. The B2 General Business zone already exists immediately to the east of this lot. The request is to extend the B2 to include this lot.

Marty Schmidt, 4075 Lee St., told the commission that he objects to the rezoning because B2 now would allow for other uses in the future other than garages. Schmidt said he owns a self-storage unit and if the garages were used in that way they would likely attract trash. He doesn't think a lot full of garages, or a lot that was zoned to be used for a convenience store, outdoor vehicle storage or other business use in the future, matches the neighborhood and his \$500,000 home.

O'Neill closed the public hearing.

A motion was made by Ruge and seconded by Monter to recommend **denial** of



the rezoning. Ruge said there appears to be adequate B2 zoned land already in the area, the rezoning of this lot is not necessary, and a neighbor who testified was against the rezoning. O'Neill added that the rezoning would change the character of the neighborhood.

The **motion to deny** carried with seven members in favor (O'Neill, Ruge, Maurer, Robb, Monter, Rainforth and Kjar) and no members voting no or abstaining.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

### **Alternatives**

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

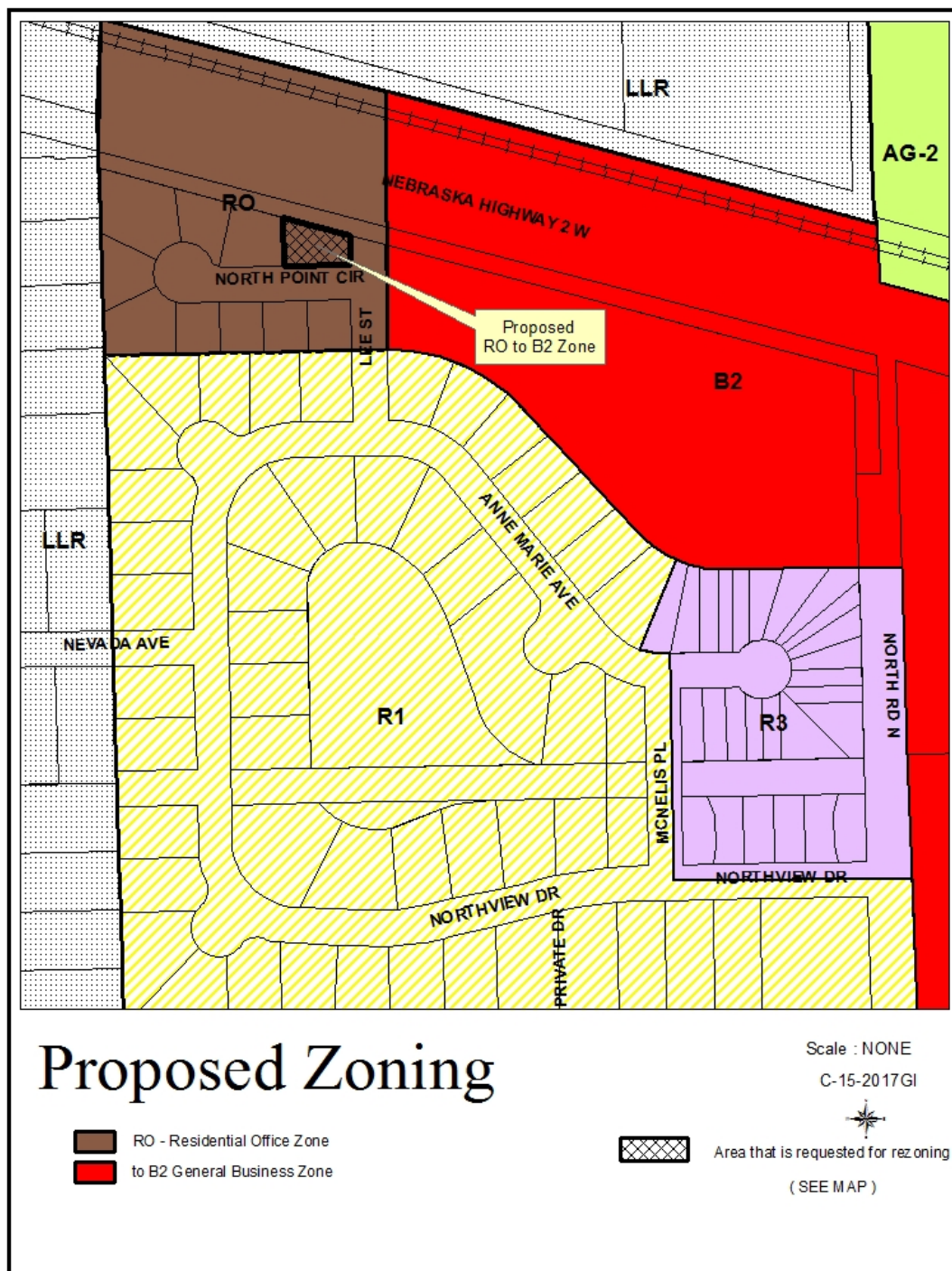
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

### **Recommendation**

City Administration recommends that the Council approve the proposed changes as recommended.

### **Sample Motion**

Move to approve the ordinance and development plan as presented.



## Agenda Item # 5

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING

#### COMMISSION:

April 18, 2017

**SUBJECT:** *Zoning Change (C-15-2017GI)*

**PROPOSAL:** An application has been made to rezone Lot 10 of Northview Ninth Subdivision in the City of Grand Island from RO Residential Office to B2 General Business. This property is 4072 and 4074 North Point Circle and located north of North Point Circle and west of Lee Street south of Nebraska Highway 2. The developer is requesting the change to allow garage to be built on this property to support the adjacent residential development.

#### OVERVIEW:

##### Site Analysis

*Current zoning designation:*

**RO** Residential Office

*Permitted and conditional uses:*

**RO** Residential uses with no limit on the density except available parking spaces, office uses, personal services, assisted living facilities, day cares, and prescription related retail.

*Comprehensive Plan Designation:*

Mixed Use Commercial

*Existing land uses:*

Vacant Ground-

##### Adjacent Properties Analysis

*Current zoning designations:*

**North: AG-2-** Secondary Agriculture

**East: B2** General Business

**South and West: RO** Residential Office

*Permitted and conditional uses:*

**AG-2** Agricultural uses including: raising of livestock, but not confined feeding, raising crops, up to a density of 1 unit per 20 acres. Minimum lot size 20 acres. **B2**-Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses. **RO** Residential uses with no limit on the density except available parking spaces, office uses, personal services, assisted living facilities, day cares, and prescription related retail.

*Comprehensive Plan Designation:*

**North:** Designated Low to Medium Density Residential Uses

**South, West and East:** Designated for Mixed Use Commercial

*Existing land uses:*

**North** Nebraska Highway 2 and BNSF Railroad

**South and West:** Duplexes and single family homes

**East:** Veterinary Clinic

## **EVALUATION:**

### **Positive Implications:**

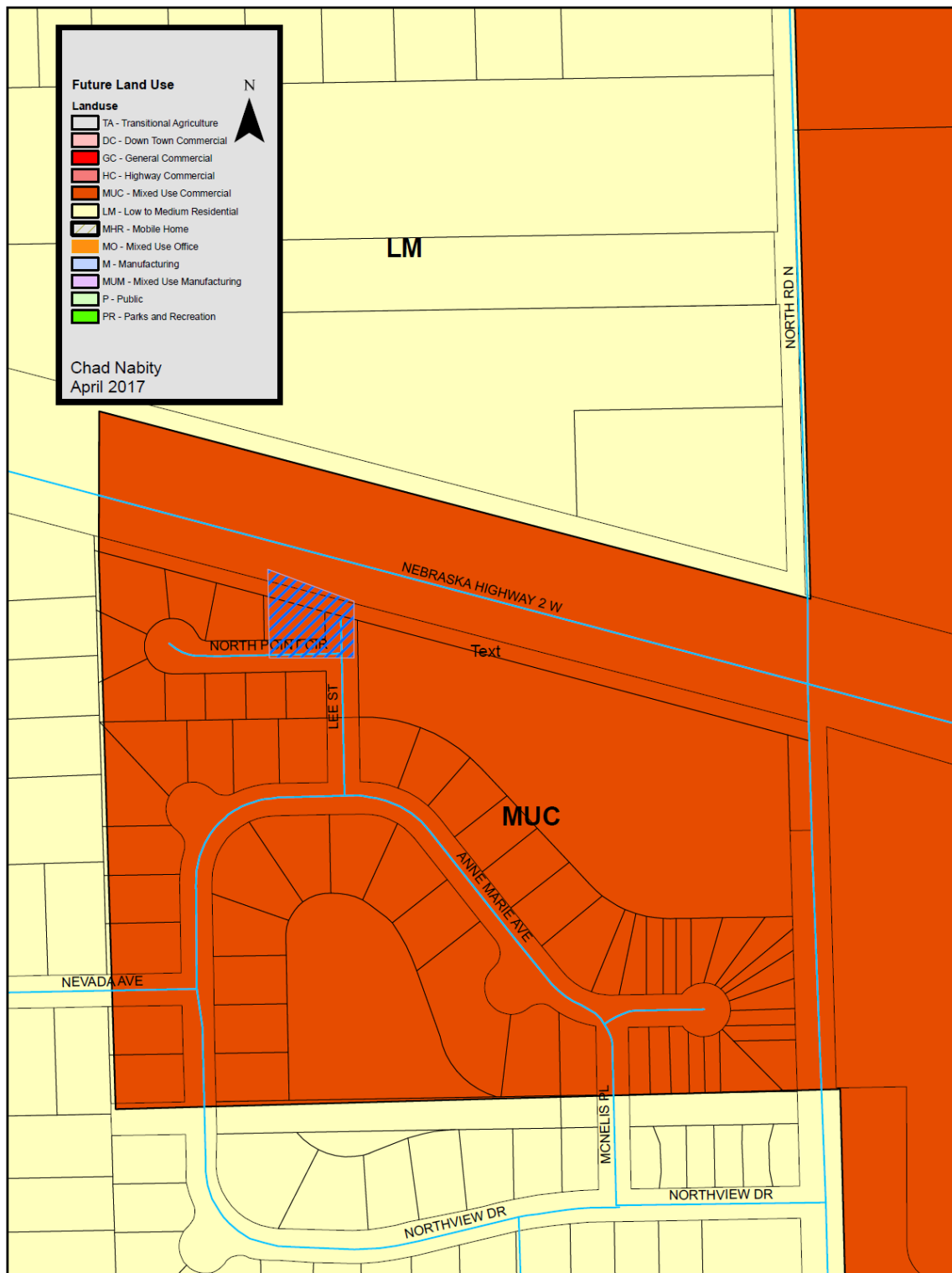
- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for a combination of Mixed Use Commercial
- *Consistent with existing uses:* This change is consistent with the existing uses in the area.
- *Proposed Use is complementary to the existing duplex uses.* The developer of the duplexes is proposing to build garages on this property for rent by people living in the adjoin property.

### **Negative Implications:**

- *None foreseen.*

### **Other Considerations**

The this property is already intended for possible commercial and residential uses as shown below on the Future Land Use Map for the City of Grand Island.



**Figure 1 Future Land Use Map from the Grand Island Comprehensive Plan**

**RECOMMENDATION:**

That the Regional Planning Commission recommends that the Grand Island City Council change the zoning on this site from RO – Residential Office to B2 General Business.

\_\_\_\_\_ Chad Nabity



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item E-2

**Public Hearing on CRA Area 23 Blighted and Substandard Study for 1.25 Acres located South of Memorial Drive and East of Vine Street (Tim Plate)**

*Council action will take place under Resolutions item I-1.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** May 23, 2017

**Subject:** Plate Blight Study (Proposed Area 23)  
C-14-2017GI

**Presenter(s):** Chad Nabity

## Background

Tim Plate commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 23. The study was prepared by Marvin Planning Associates of David City, Nebraska. The study area includes approximately 1.25 acres referred to as CRA Area No. 23. The study focused on property located south of Memorial Drive and east of Vine Street. (See the attached map) On April 11, 2017, Council referred the attached study to the Planning Commission for its review and recommendation.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council.

## Discussion

The Statutory authority and direction to the Planning Commission is referenced below to explain the Planning Commission purpose in reviewing the study:

### **Section 18-2109**

*Redevelopment plan; preparation; requirements.*

An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after a public hearing with notice provided as specified in section 18-2115, declared such area to be a substandard and blighted area in need of redevelopment. The governing body of the city shall submit the question of whether an area is substandard and blighted to the planning commission or board of the city for its review and recommendation prior to making its declaration. The planning commission or board shall submit its written recommendations within thirty days after receipt of the request. Upon receipt of the recommendations or after thirty days if no recommendation is received, the governing body may make its declaration.



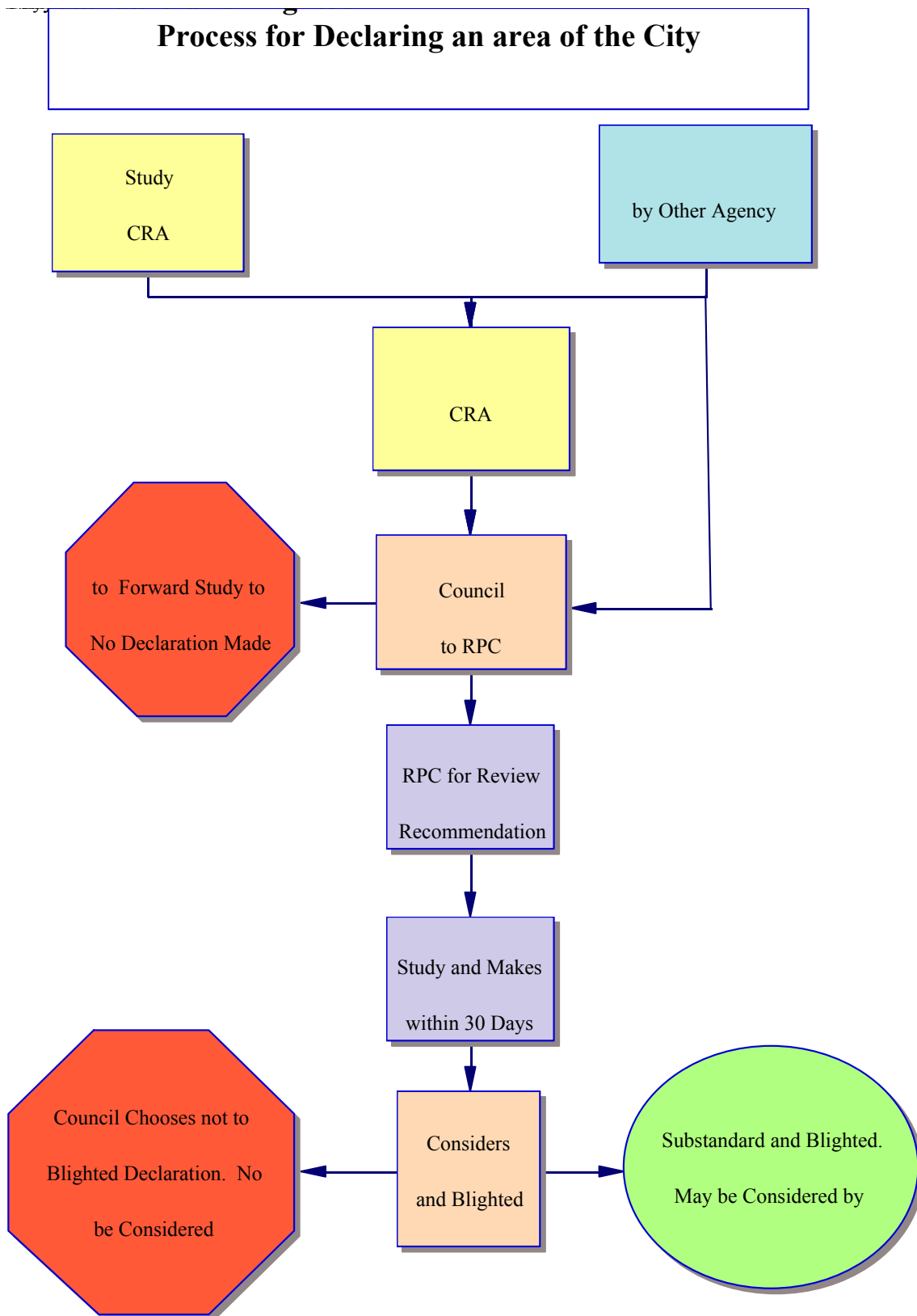
A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Council is only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community Redevelopment Authority (CRA) can consider appropriate redevelopment plans. The redevelopment plans must also be reviewed by the Planning Commission and approved by Council prior to final approval.

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.

**Redevelopment Area 23**





**Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).**

# Substandard and Blighted Declaration vs. Redevelopment Plan



- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>● <b>Substandard and Blighted Declaration</b></li><li>● A Study of the Existing Conditions of the Property in Question</li><li>● Does the property meet one or more Statutory Conditions of Blight?</li><li>● Does the Property meet one or more Statutory Conditions of Substandard Property?</li><li>● Is the declaration in the best interest of the City?</li></ul> | <ul style="list-style-type: none"><li>● <b>Redevelopment Plan</b></li><li>● What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?</li><li>● How should those activities and improvements be paid for?</li><li>● Will those activities and improvements further the implementation of the general plan for the City?</li></ul> |
|---|--|

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

It is appropriate for the Council in conducting its review and considering its decision regarding the substandard and blighted designation to:

1. review the study,
2. take testimony from interested parties,
3. review the recommendation and findings of fact identified by the Planning Commission (Planning Commission did not identify any findings with their motion so none are available.)
4. make findings of fact, and
5. include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard. Council can make any findings they choose regarding the study and the information presented during the public hearing to support the decision of the Council members regarding this matter.

### **Blighted and Substandard Defined**

The terms blighted and substandard have very specific meanings within the context of the Community Redevelopment Statutes. Those terms as defined by Statute are included below:

#### **Section 18-2103**

##### *Terms, defined.*

For purposes of the Community Development Law, unless the context otherwise requires:

(10) ***Substandard areas*** shall mean 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;

(11) ***Blighted area*** shall mean 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 village shall not designate an area larger than one hundred percent of the village as blighted;

~Reissue Revised Statutes of Nebraska

### **ANALYSIS-Blight and Substandard Study**

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on page 8 of the study.

### **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

#### **Substandard Conditions**

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

Based on the study these areas meet the thresholds to qualify as blighted and substandard.

Tax increment financing would potentially be available for redevelopment projects on any of the property included in the study.

## **Recommendation**

Staff recommends considering the following questions as a starting point in the analysis of this Study and in making a determination. The City Council is ultimately responsible for answering the question of whether the property included in the study is blighted and substandard **and** whether making such a designation is in the **best interest** of the City.

### **Recommend Questions for City Council**

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted? Is development of adjacent property necessary to eliminate blighted and substandard conditions in the area?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?
- Will a blight declaration increase the likelihood of development/redevelopment in the near future and is that in the best interest of the City?
- What is the policy of the City toward increasing development and redevelopment in this area of the City?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

## **Planning Commission Recommendation**

The Regional Planning Commission held a public hearing and took action on the blight and substandard study proposed Area 23 during its meeting on May 3, 2017. The area considered covers 1.25 acres on Lots 1, 2 and 3 of Memorial Place Subdivision located south of Memorial Drive and east of Vine Street in the City of Grand Island, Nebraska. (C-14-2017GI)

O'Neill opened the public hearing.

Nabity said this area was subdivided into three lots in 2006. Two lots were already developed and the third has not been developed due to the high cost of extending sewer and water to the lot. Nabity said the owner, Tim Plate, will likely bring a request forward for tax-increment financing to extend water and sewer to

this lot if the blight and substandard study is approved. Nabity said the area qualifies because of the age of the structures.

O'Neill closed the public hearing.

A motion was made by Ruge and seconded by Kjar to recommend approval of the blight and substandard study and Resolution No. 2017-07.

The motion carried with seven members in favor (O'Neill, Ruge, Maurer, Robb, Monter, Rainforth 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

### **Sample Motion**

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the redevelopment of properties in this area, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 23 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation. A resolution authorizing the approval of this study has been prepared for Council consideration.

## **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 platted 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.

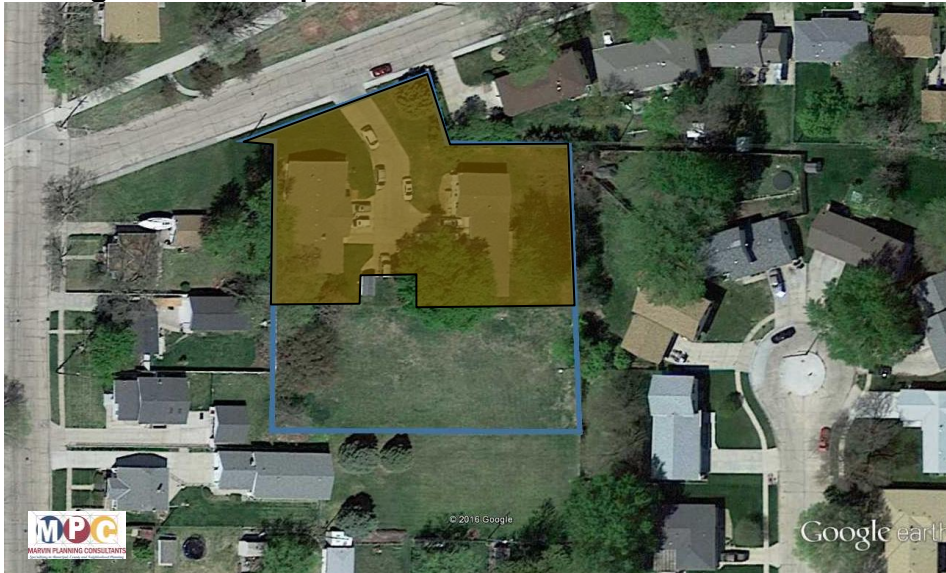
**TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2016**

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>	<b>1.25</b>		<b>100.0%</b>

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.

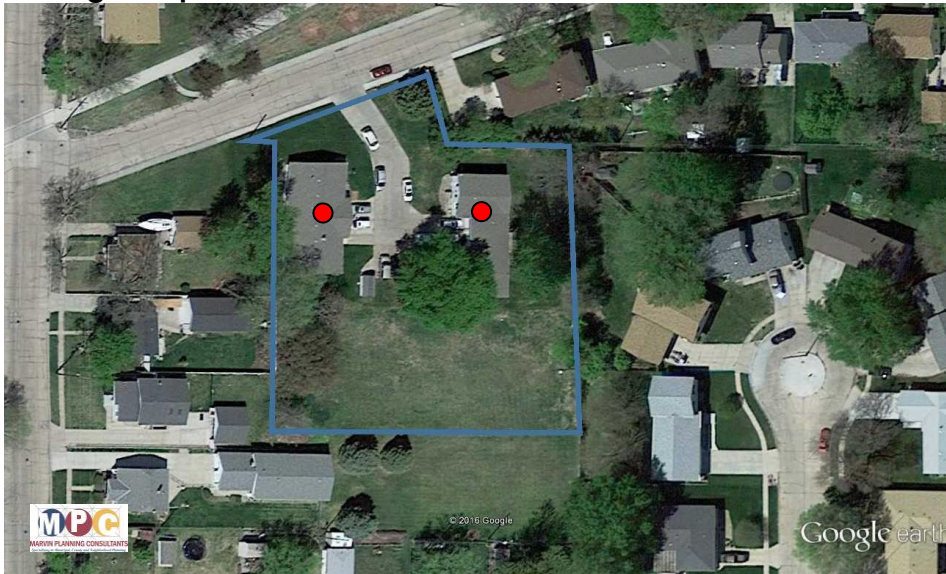
Within the study area there is a total of two primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 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

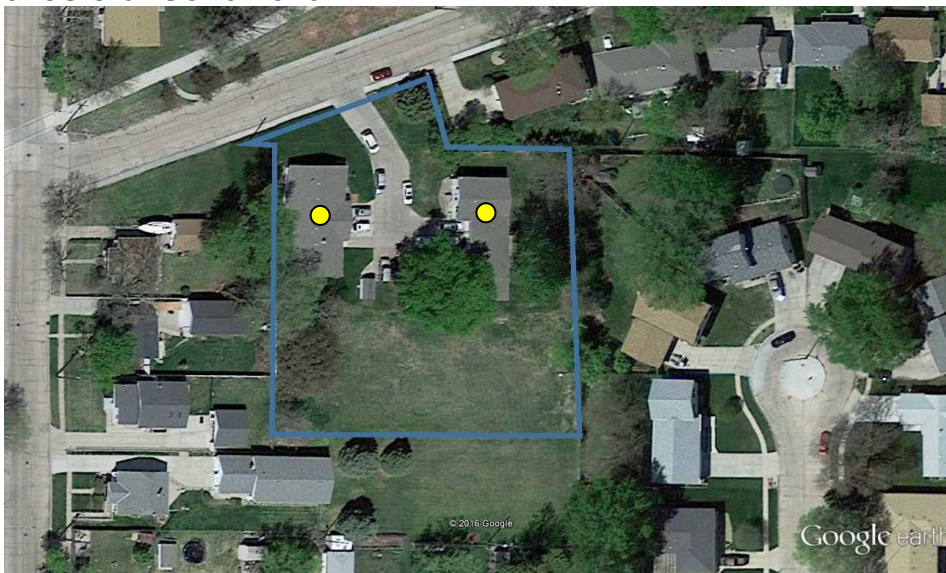
### **Structural Conditions**

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**

### **Substandard Conditions**

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

**HALL COUNTY REGIONAL PLANNING COMMISSION**

**A RESOLUTION RECOMMENDING APPROVAL OF A BLIGHT AND  
SUBSTANDARD STUDY BY THE CITY OF GRAND ISLAND, NEBRASKA;  
AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Grand Island City Council at its April 11, 2017 meeting, referred **the Blight and Substandard Study commissioned by Tim Plate** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

**WHEREAS**, the Commission has reviewed said Blight and Substandard Study and confirmed the following findings:

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors are necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- This property despite its potential for economic development has not experienced significant development in large part because of the lack of public infrastructure in and around the site,
- That development of this property to its full potential is in the best interest of the City of Grand Island and the entire region,
- That there are projects ready to develop at this site if they can meet the financial goals of the developers,

**NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:**

**Section 1.** The Commission hereby recommends approval of the Blight and Substandard Study.

**Section 2.** All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.



**DATED:** May 3, 2017.

**HALL COUNTY REGIONAL PLANNING  
COMMISSION**

ATTEST:

By: Leslie E. Ruge  
Secretary

By:  
Chair

Pat Conner



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item E-3

### **Public Hearing on Acquisition of Utility Easement - 3029 S. Shady Bend Road - B.D.N. Farm Enterprises Preferred L.L.C.**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** May 23, 2017

**Subject:** Acquisition of Utility Easement – 3029 S. Shady Bend Road –  
B.D.N. Farm Enterprises Preferred, L.L.C.

**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 a utility easement relative to the property of B.D.N. Farm Enterprises Preferred, L.L.C., located through a part of the West Half (W ½) of the Southwest Quarter (SW ¼), Section Twenty Five (25), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., Hall County, Nebraska (3029 S. Shady Bend Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to provide underground electric line and a new padmount transformer to the property.

## **Alternatives**

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

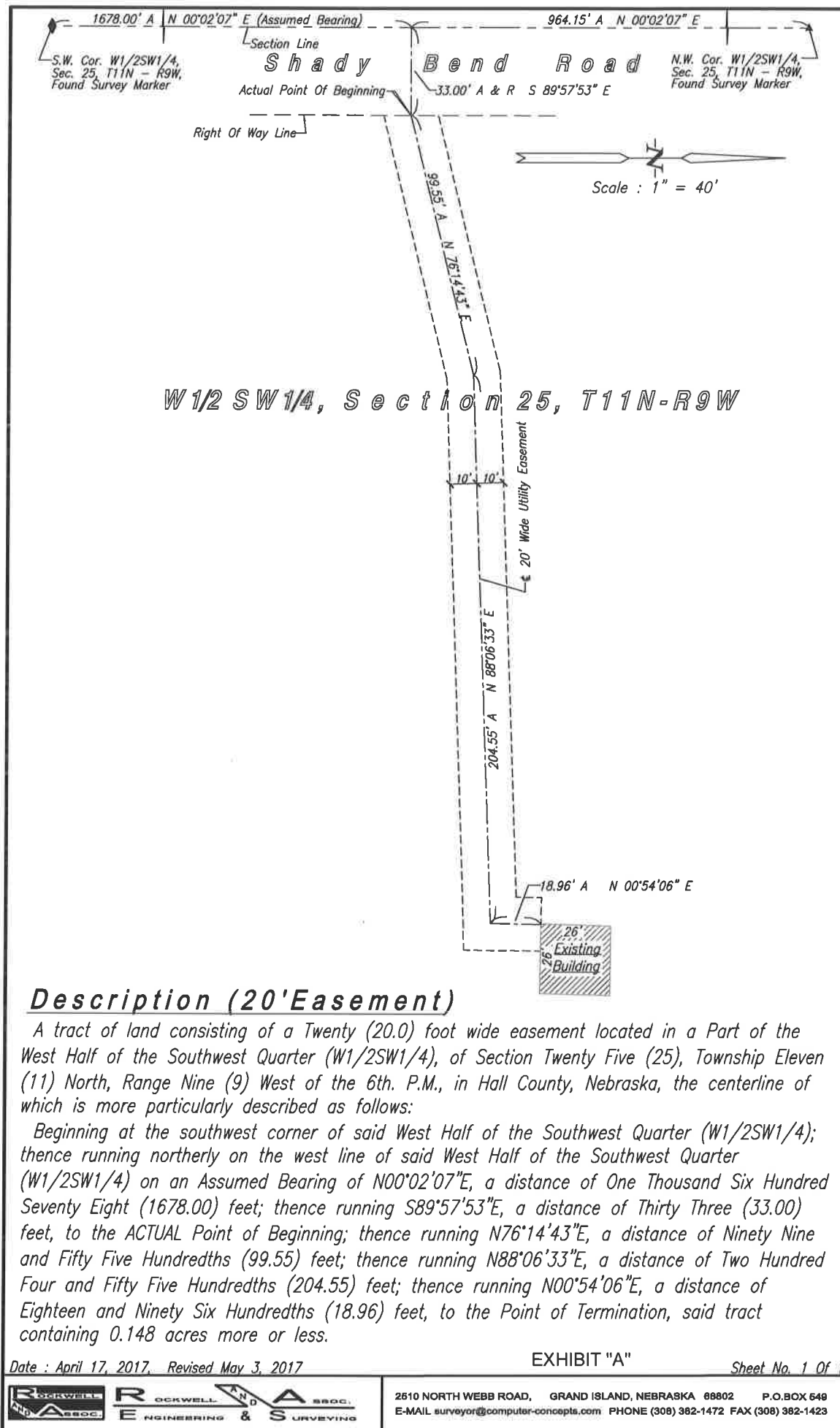
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Motion to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item F-1

**#9632 - Consideration of Request to Rezone Property located at 4072 and 4074 North Point Circle from RO – Residential Office to B2 – General Business (Riedy Enterprises)**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9632

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land described as Lot Ten (10) of Northview Ninth Subdivision in the City Of Grand Island, Hall County, Nebraska, from RO Residential Office Zone to B2 General Business Zone as described below and ; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on May 3, 2017, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on May 23, 2016, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from RO Residential Office Zone to B2 General Business Zone:

A TRACT OF LAND CONSISTING OF ALL OF LOT 10 OF NORTHVIEW NINTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	by _____
October 18, 2006	City Attorney

ORDINANCE NO. 9632 (Cont.)

SECTION 3. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: May 23, 2017

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Jeremy L. Jensen, Mayor

Attest:

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Nicki Stoltenberg, City Clerk Pro Tem





# **City of Grand Island**

**Tuesday, May 23, 2017**

**Council Session**

## **Item G-1**

### **Approving Minutes of May 9, 2017 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 9, 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 May 9, 2017. Notice of the meeting was given in *The Grand Island Independent* on May 3, 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, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Assistance Finance Director William Clingman, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Brent Lucke and board member Ryan Seaman.

INVOCATION was given by Mayor Jensen followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 2405 E. Stolley Park Road (Kevin Carey). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2405 E. Stolley Park Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow for the installation and maintenance of a new underground electric service lines and related infrastructure for a new residence. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Ingress/Egress Easements Located at 1725 N St Paul Road (Rhonda & Ricky Coon). Public Works Director John Collins reported that acquisition of ingress and egress easements located at 1725 N. St. Paul Road were needed in order to allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public sanitary sewer within the easement. These ingress/egress easements would provide for access to the sanitary sewer main in the area of Capital Avenue and St. Paul Road. Compensation was negotiated in the amount of \$500.00. 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:

#9631 - Consideration of Vacation of the North End of Voss Road; North of Seedling Mile Road

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.

Public Works Director John Collins reported that the Public Works Department had received a street vacation request from a property owner at the north end of Voss Road. After review it was determined there was no need for this piece of property to be retained as a City street. Staff recommended approval.

Motion by Paulick, second by Donaldson to approve Ordinance #9631.

City Clerk: Ordinance #9631 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 #9631 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 #9631 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-4 (Resolution #2017-135) was removed for further discussion. Motion by Stelk, second by Jones to approve the Consent Agenda excluding item G-4. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 25, 2017 City Council Regular Meeting.

Approving Liquor Manager Designation for Katherine Furchert, 244 S. Oak Street with Smoker Friendly/T & D Liquors, 802 West 2nd Street.

#2017-134 - Approving Acquisition of Utility Easement - 2405 E. Stolley Park Road (Kevin Carey).

#2017-135 - Approving Change Order #1 with Advantage Engineering for Transmission and Substation Engineering Services with Advantage Engineering, Inc. of Chesterfield, Missouri for an Increase of \$4,390.21 and a Revised Contract Amount of \$2,387,390.21. Utilities Director Tim Luchsinger reported that in 2006 Advantage Engineering was contracted to provide transmission and substation engineering services. The last project under this contract was completed in March 2017. In order to complete the last project, Advantage Engineering had to go above the contracted amount of hours. The total amount for this change order was \$4,390.21. The original contract total was \$2,383,000.00.

Motion by Fitzke, second by Minton to approve Resolution #2017-135.

Discussion was held concerning the work and who had the authority to approve the contract after the work had been completed. City Attorney Jerry Janulewicz stated he would look into this matter.

Motion by Haase, second by Paulick to refer this item to the May 23, 2017 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

#2017-136 - Approving Acquisition of Ingress/Egress Easements Located at 1725 N St Paul Road (Rhonda & Ricky Coon).

#2017-137 - Approving Bid Award for Hydroseeding 2017 for the Streets Division of the Public Works Department with Central NE Sod Supply of Grand Island, Nebraska in an Amount of \$0.1285 per square foot.

#2017-138 - Approving Certificate of Final Completion for Yard Sprinkler Systems - Reconstruct; Project No. 2016-WWTP-2 at the Wastewater Treatment Plant with Tilley Sprinklers & Landscaping of Grand Island, Nebraska.

#2017-139 - Approving Certificate of Final Completion for Walk to Walnut Project No. SRTS-40(57) with The Diamond Engineering Company of Grand Island, Nebraska.

#2017-140 - Approving Certificate of Final Completion for Third and Wheeler Historical Lighting Improvements; Project No. ENH-40(60) with Mid-Plains, LLC of Grand Island, Nebraska.

#2017-141 - Approving Certificate of Final Completion for State Street and Capital Avenue Connector Trail; Project No. ENH-40(59) with The Diamond Engineering Company of Grand Island, Nebraska.

#2017-142 - Approving Change Order No. 2 for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G with Saul Ramos Construction, Inc. of Shelton, Nebraska for an Increase of \$3,700.00 and a Revised Contract Amount of \$723,865.00.

#2017-143 - Approving Amendment No. 1 to Asphalt Resurfacing Inter-local Agreement with Hall County for Improvements to Stolley Park Road from Engleman Road to North Road.

#2017-144 - Approving Agreement with Mid America Administrative & Retirement Solutions, Inc. for Health Reimbursement Arrangement for Retirees (HRA).

#### PAYMENT OF CLAIMS:

Motion by Minton, second by Jones to approve the Claims for the period of April 26, 2017 through May 9, 2017 for a total amount of \$3,125,791.52. Upon roll call vote, Councilmembers

Steele, Minton, Donaldson, Fitzke, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Motion adopted. Councilmember Paulick abstained.

Councilmember Haase questioned the claim of \$500,000.00 to Grow Grand Island.

ADJOURNMENT: The meeting was adjourned at 7:21 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, May 23, 2017**

**Council Session**

## **Item G-2**

**Approving Minutes of May 16, 2017 City Council Study Session**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

May 16, 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 May 16, 2017. Notice of the meeting was given in the *Grand Island Independent* on May 10, 2017.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Jeremy Jones was 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 welcomed the Community Youth Council members on the City Government Committee.

INVOCATION was given by Community Youth Council member Myah Mattke followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

FY 2018 Budget Discussion. City Administrator Marlan Ferguson reported that over the last few months staff had been working on the FY 2018 Budget. During the budget process for the 2017 Fiscal Year Budget discussion was held concerning future budgets and sustainability. The Mayor and City Council had determined to have a balanced budget for FY 2018. He stated in order to accomplish that there would have to be some tough decisions made as the current City's expenditures in the general fund were growing faster than the revenues. Historically over the years the personnel cost had been around 69% which had grown to 78% today. It was the administrations recommendation that no more than 70% of the general fund revenues would be used for personnel expenses.

Mayor Jensen stated our budget had significant challenges due to the increase in personnel costs. Mentioned was the MSA status which increased personnel costs, the failure of the ½ cent sales tax, and sustainability. Reviewed was the General Fund appropriation projection for personnel costs comparing growth of 6% and 8%. He requested a policy be put in place allowing a maximum 70% expense for personnel costs.

Finance Director Renae Griffiths stated we were looking at a budget of 70% for personnel costs with the remaining 30% split between: operating expenses, capital expenses and debt payments. The estimated 2018 General Fund and Streets Department revenue was \$41,057,282 and the 2017 budgeted expenditures was \$45,931,621 with a needed reduction for 2018 of \$4,874,339.

The following cuts were needed:

• Personnel Services	\$1,882,267
• Operating Expenses	\$2,376,519
• Capital Outlay-Departments	\$ 305,239
• Capital Outlay-Debt	<u>\$ 310,315</u>
Total	\$4,874,339

Potential Revenues were: 1) property tax increase; 2) change to Therms for natural gas revenue; 3) stormwater charge; 4) rental car occupation tax; and 5) revenue from the Utility Fund(s). Assistant Finance Director William Clingman presented a spreadsheet with estimated increases for the five categories and the impact for potential revenues.

Discussion was held concerning the natural gas revenue and switching to therms. Mr. Ferguson stated therms were based on usage. Natural gas prices had gone down so revenue to the City was lower. If all these revenues were realized the total cuts needed would be \$2,623,852 or four employee jobs instead of 24.

Mr. Ferguson explained the current revenue from the Utility fund were for in-lieu taxes and finance personnel costs. Councilmember Haase requested an accounting of what the increase would be to the customer for each of the potential revenues presented.

Mayor Jensen stated the changes in these numbers would balance the 2018 budget but not beyond if we do not have sustainability. Councilmember Nickerson stated if we had to reduce the workforce he would like to see us take two years to balance the budget. Mayor Jensen commented on the union contracts and the growth rates in them not being sustainable with the revenues coming in. Councilman Haase stated he wanted to see the City spend wisely and do the best with the taxpayer's money.

Councilmember Donaldson commented regarding comparability, CIR, and MSA with regards to salaries. Mayor Jensen mentioned the Food & Beverage Tax does not come into the General Fund.

Mr. Ferguson stated going forward we would have budget sub-committee meetings with the Council and then have either another Study Session or Finance Retreat within the next 35 to 40 days.

ADJOURNMENT: The meeting was adjourned at 8:05 p.m.

RaNae Edwards  
City Clerk





# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-3

**#2017-145 - Approving Final Plat and Subdivision Agreement for Wilson's Second Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** May 23, 2017

**Subject:** Wilson's Second Subdivision – Final Plat

**Presenter(s):** Chad Nabity, AICP, Regional Planning Director

## **Background**

This property is located south of Airport Road and east of St. Paul Road in the City of Grand Island, in Hall County, Nebraska. It consists of 2 lots and 11.98 acres.

## **Discussion**

The plat for Wilson's Second Subdivision, Final Plat was considered by the Regional Planning Commission at the May 3, 2017 meeting.

A motion was made by Ruge and seconded by Kjar to approve the plat as presented.

A roll call vote was taken and the motion passed with 7 members present and voting in favor (O'Neill, Ruge, Maurer, Robb, Monter, Rainforth, 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**

Larry and Faye Zmek  
1172 5<sup>th</sup> Road  
Chapman, NE 68827

To create 2 lots located south of Airport Road and east of St. Paul Road, in Hall County, Nebraska.

**Size:** 11.98 acres

**Zoning:** M2 – Heavy Manufacturing

**Road Access:** County Road access is available.

**Water Public:** City water is not available.

**Sewer Public:** City sewer is not available.



Location Map



WILSON'S SECOND SUBDIVISION  
TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

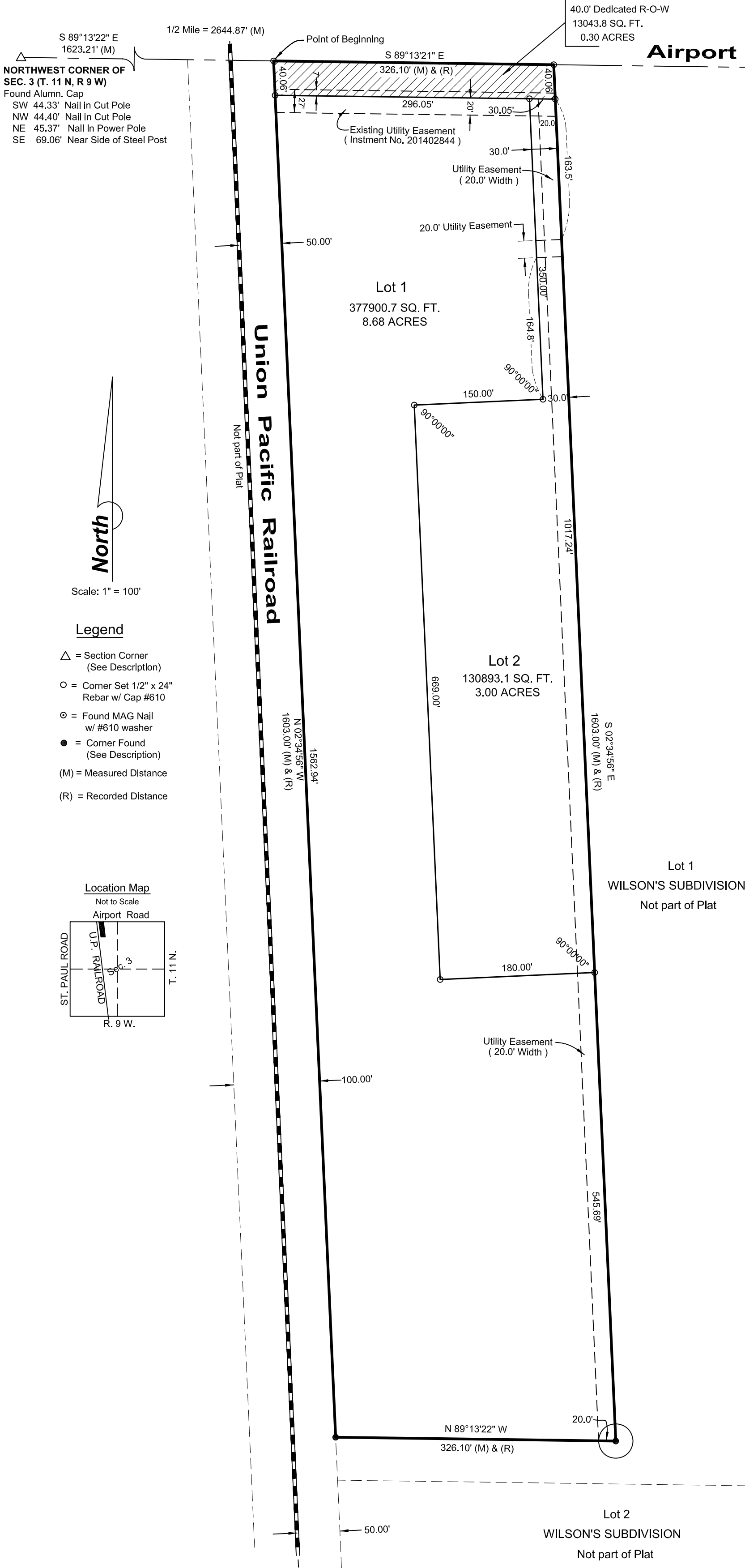
N-LINE



LAND  
SURVEYING

P.O. BOX 173  
Central City, NE 68826  
Phone: 308-946-3601

NORTH QUARTER CORNER OF  
SEC. 3 (T. 11 N, R 9 W)  
Found Alumn. Cap  
SW 41.95' Nail in Power Pole  
SSE 45.10' Side of Steel Elect. Ped.  
ESE 132.58' Top Nut on Fire Hydrant  
E 58.1' Center of North Driveway



WILSON'S SECOND SUBDIVISION DESCRIPTION:

A Subdivision of part of Lot One (1) WILSON'S SUBDIVISION, located in Section 3, Township 11 North, Range 9 West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Commencing at the Northwest of said Section 3, thence on an assigned bearing of South 89°13'22" East on the northerly line of said Section 3 a distance of 1623.21 feet to the easterly Union Pacific Railroad Right-of-way line; thence continuing South 89°13'22" East on said northerly section line a distance of 326.10 feet; thence South 02°34'56" East a distance of 1603.00 feet; thence North 89°13'22" West a distance of 326.10 feet to the easterly Union Pacific Railroad Right-of-way line; thence North 02°34'56" West on said right-of-way line a distance of 1603.00 feet to the Point of Beginning containing a calculated area of 11.98 acres, more or less.

DEDICATION OF PLAT

Know all Men by these presents, Larry G. Zmek and Faye E. Zmek, joint tenants, being the owner of land described hereon, have caused the same to be surveyed, subdivided, platted and designated as the **WILSON'S SECOND SUBDIVISION** in the City of Grand Island, Hall County, Nebraska and said sole owners hereby ratify and approve the deposition of their property as shown on the above plat, and hereby dedicate for the use and benefit of the public, the streets and utility easements as shown upon said plat, and acknowledge said subdivision to be made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

in witness thereof I have affixed my signature hereto at \_\_\_\_\_, Nebraska on, \_\_\_\_\_, 20\_\_

Larry G. Zmek

Faye E. Zmek

ACKNOWLEDGMENT

State of Nebraska )  
County of \_\_\_\_\_ ) SS

Acknowledgment  
of  
Notary

on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came Larry G. Zmek and Faye E. Zmek to me personally known to be the same identical persons, acknowledged the execution of the same in testimony thereof, I have hereunto set my hand and affixed my Notary Seal the Day and Year above written.

Notary Public

My Comm. Expires:

APPROVAL

Approved and Accepted by the Regional Planning Commission of Hall County, Cities of Grand Island, Wood River, and the Villages of Alda, Cairo, and Doniphan, Nebraska this \_\_\_\_\_, 20\_\_

Chairman

Approved and Accepted by the Hall County Board of Supervisors, Nebraska this \_\_\_\_\_, 20\_\_

Chairman of the Board

County Clerk

Approved and Accepted by the City of Grand Island, Nebraska this \_\_\_\_\_, 20\_\_

Mayor

City Clerk

SURVEYOR'S CERTIFICATE

I hereby certify that this \_\_\_\_\_, 20\_\_, I completed an accurate survey of **WILSON'S SECOND SUBDIVISION**, in the County of Hall, Nebraska, as shown on the accompanying plat thereof; that iron markers, except where indicated were found and placed at all property corners, the dimensions of the property are shown on the plat, and that the Subdivision Survey was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.



Jamie L. Blodgett  
License Number 610  
N-Line Land Surveying  
P.O. Box 173  
Central City, NE  
1-308-946-3601

DATE OF SURVEY 4/12/2017

JOB NUMBER 17049

RESOLUTION 2017-145

WHEREAS Larry G. Zmek and Faye E. Zmek, joint tenants, being the owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “WILSON’S SECOND SUBDIVISION”, a subdivision being part of Lot One (1) Wilson’s Subdivision, located in Section Three (3), Township Eleven (11) North, Range Nine (9) 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 “WILSON’S SECOND 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, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	☐ _____
May 19, 2017	☐ City Attorney



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-4

**#2017-146 - Approving Renewal of Interlocal Agreement with Hall County for Ambulance Services**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Cory Schmidt, Fire Chief

**Meeting:** May 23, 2017

**Subject:** Approval of Interlocal Agreement with Hall County for Ambulance Service

**Presenter(s):** Russ Blackburn , EMS Division Chief

## **Background**

The City of Grand Island Fire Department has provided ambulance service for Hall County outside the city limits of Grand Island in the past. The terms of this service were in accordance with an Interlocal Agreement between the two parties which originated in 1967. The Agreement will expire on June 30, 2017.

## **Discussion**

An ambulance committee was formed earlier this year. The committee consisted of Councilmembers Minton and Nickerson, City Administrator Marlan Ferguson, City Attorney Jerry Janulewicz and staff from the Grand Island Fire Department. The committee discussed the current agreement, call history and the associated cost of providing ambulance service to Hall County. The committee recommended changes to the future agreement based on their discussions. These changes were presented by Mr. Janulewicz to Hall County representatives. The proposed agreement stipulates ambulance service being provided by the Grand Island Fire Department in exchange for \$206,620 per year for a two year period commencing on July 1, 2017 and ending on June 30, 2019. The Hall County Board approved the agreement on May 16, 2017.

## **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 Interlocal Agreement between the City of Grand Island and Hall County to provide ambulance service that was negotiated by Councilmembers on behalf of the City.

### **Sample Motion**

Move to approve the Interlocal Agreement between the City of Grand Island and Hall County to provide ambulance service to the areas in Hall County, outside the city limits of Grand Island.



## **INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HALL AND THE CITY OF GRAND ISLAND FOR AMBULANCE SERVICE**

WHEREAS, pursuant to the Nebraska Interlocal Cooperation Act codified at Article 8, Chapter 13 and §§13-303 and 77-3442 of the Nebraska Revised Statutes, the County of Hall (County) and the City of Grand Island (City) do hereby enter into an Interlocal Cooperation Agreement (Agreement) for the City to provide ambulance service for that part of Hall County not within the boundaries of the City of Grand Island; and

WHEREAS, on August 31, 1967 the Parties entered into an initial agreement for ambulance service for that part of Hall County not within the boundaries of the City of Grand Island; and

WHEREAS, since 1967 the Parties have renewed that agreement periodically; and

WHEREAS, on July 14, 2015 the Parties renewed that agreement for a period of two (2) years ending on June 30, 2017; and

WHEREAS, the Parties wish to again renew their agreement for the City to provide ambulance service for that part of Hall County not within the boundaries of the City of Grand Island.

NOW, THEREFORE, the Parties do hereby set forth the terms of their Interlocal Cooperation Agreement for the City to provide ambulance service for that part of Hall County not within the boundaries of the City of Grand Island as follows:

### **I.**

The duration of this Agreement shall be for two (2) years commencing on July 1, 2017 and ending on June 30, 2019.

### **II.**

The geographic area covered by this Agreement shall be that part of Hall County not within the boundaries of the City of Grand Island. That area is not static and may change during the duration of this Agreement as a result of annexation of portions of the County by the City.

### **III.**

The Parties shall not create any separate legal entity for the purpose of administering this Agreement. The administration of this Agreement is delegated to the City. The City's authority to manage its ambulance service, bill for that service, and retain the revenue generated by that service remains in full force in all instances unless specifically stated otherwise by the terms of this Agreement.

IV.

There shall be no joint method for the Parties to finance the administration of this Agreement. The Parties shall adopt and maintain appropriations to fund their respective financial obligations under this Agreement.

V.

The Parties shall not create any joint fund or acquire joint property for the administration of this Agreement.

VI.

The Grand Island Fire Chief shall be the Administrator of this Agreement.

VII.

The County's financial obligations to the City pursuant to this Agreement shall be \$206,620.00 per year paid in eight equal payment of \$51,655.00 due on the following dates:

August 1, 2017, November 1, 2017, February 1, 2018, May 1, 2018, August 1, 2018, November 1, 2018, February 1, 2019, and May 1, 2019.

Any ambulance service to the Hall County Jail shall be billed to the County separately in accordance with the City's ambulance fee schedule. The County's financial obligation for ambulance service to the Hall County Jail shall be in addition to the quarterly payments listed above.

VIII.

The City may set ambulance rates at its discretion but the rate for calls for that part of Hall County not within the boundaries of the City of Grand Island shall be set according to defined and reasonable factors such as mileage.

IX.

The terms of this Agreement shall not be altered or amended unless done so in writing with the approval of both the governing bodies of the Parties.

X.

This Agreement may be terminated by either Party for any reason or no reason upon the approval of such action by the governing body of either Party with a minimum of thirty (30) days notice to the other Party.

WITNESS OUR HANDS

COUNTY OF HALL

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Pamela Lancaster, Chairperson  
Hall County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Marla J. Conley  
Hall County Clerk

CITY OF GRAND ISLAND

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Jeremy L. Jensen, Mayor  
City of Grand Island

ATTEST:

\_\_\_\_\_  
RaNae Edwards  
Grand Island City Clerk

RESOLUTION 2017-146

WHEREAS, the City of Grand Island and Hall County currently have an Inter-Local agreement regarding ambulance service for Hall County ; and

WHEREAS, the current agreement will expire as of June 30, 2017; and

WHEREAS, negotiations resulted in a proposed Inter-Local agreement, and

WHEREAS, the City of Grand Island will receive \$206,620 per year commencing July 1, 2017 and ending June 30, 2019 for the Grand Island Fire Department to provide ambulance service to Hall County outside the city limits of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council authorized the Mayor to sign the Inter-Local Agreement between the two parties in regards to ambulance service.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	▣ _____
May 19, 2017	▣ City Attorney



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-5

**#2017-147 - Approving Acquisition of Utility Easement - 3029 S. Shady Bend Road - B.D.N. Farm Enterprises Preferred L.L.C.**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017 -147

WHEREAS, a public utility easement is required by the City of Grand Island from B.D.N. Farm Enterprises Preferred, L.L.C., 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 May 23, 2017 for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southwest corner of the West Half of the Southwest Quarter (W1/2, SW1/4), Section Twenty Five (25), Township Eleven (11) North, Range Nine (9), West of the 6th P.M., Hall County, Nebraska; thence running northerly on the west line of said West Half of the Southwest Quarter (W1/2, SW1/4) on an assumed bearing of N00°02'07"E, a distance of one thousand six hundred and seventy eight (1,678.0) feet; thence running S89°57'53"E, a distance of thirty three (33.0) feet to the ACTUAL Point of Beginning; thence running N76°14'43"E, a distance of ninety nine and fifty five hundredths (99.55) feet; thence N88°06'33"E, a distance of two hundred four and fifty five hundredths (204.55) feet; thence running N00°54'06"E, a distance of eighteen and ninety six hundredths (18.96) feet to the point of termination.

The above-described easement and right-of-way containing a total of 0.148 acres, more or less, as shown on the plat dated May 3, 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 B.D.N. Farm Enterprises Preferred, L.L.C., on the above-described tract of land.

- - -

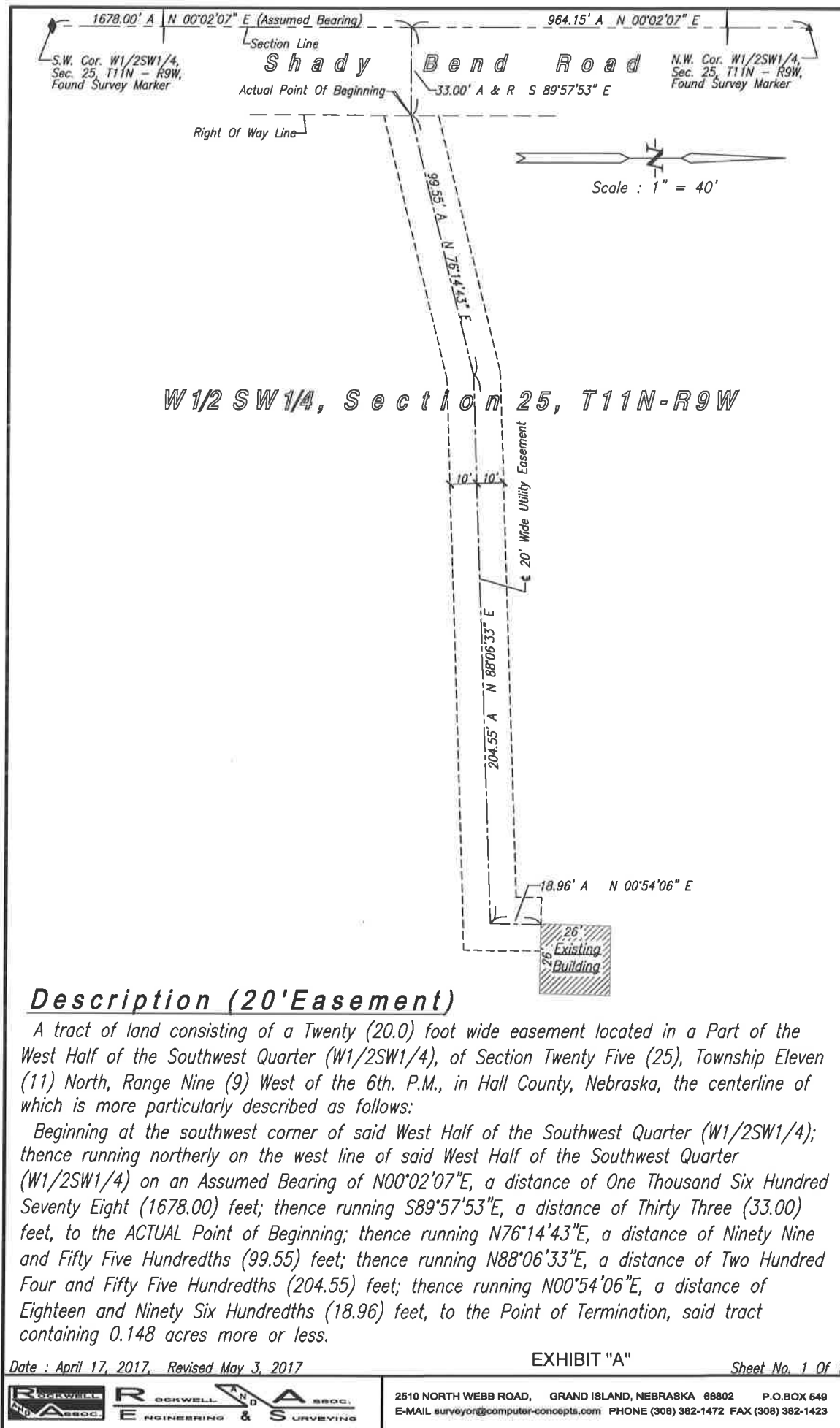
Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

Attest:

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

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	▣ _____
May 19, 2017	▣ City Attorney





# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-6

**#2017-148 - Approving Bid Award - Turbine Generator Inspection and Repair at Platte Generating Station - 2017**

Staff Contact: Tim Luchsinger, Stacy Nonhof



# **Council Agenda Memo**

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

**Meeting Date:** May 23, 2017

**Subject:** Turbine Generator Inspection and Repair - 2017

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

## **Background**

A major inspection and overhaul of the turbine generator at the Platte Generating Station is performed every five years. The next overhaul is scheduled for the fall of this year. During this inspection, the turbine generator is completely disassembled and all components are cleaned, inspected, repaired or replaced as necessary.

Specifications were developed by the plant maintenance staff to include all labor to open, inspect, clean, and close the turbine and the generator, with the City to supply all parts and materials. Included in the bid are technical support and 800 hours of repair labor for bearings, steam nozzles, turbine rotor blades, and generator parts. The specifications include a composite hourly rate for additions or reductions in the repair labor amount as the amount of actual work is not known until the unit is disassembled and inspected.

## **Discussion**

Specifications for the Turbine Generator Inspection and Repair - 2017 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on April 20, 2017. The engineer's estimate for this project was \$1,100,000.00.

Bidder	Base Bid Price	Add'l Bid (800 man hrs)	Total Bid Price
Reliable Turbine Services Sullivan, MO	\$ 627,498.16	\$265,393.63	\$ 892,891.79
S.T. Cotter Clearwater, MN	\$ 785,449.00	\$135,000.00	\$ 920,449.00
Power Plant Repair Services Oswego, IL	\$ 881,800.00	\$ 99,895.00	\$ 981,965.00
General Electrical International Schenectady, NY	\$ 967,579.00	\$144,000.00	\$1,111,579.00
HPI, LLC Houston, TX	\$1,006,037.95	\$174,707.54	\$1,180,745.49
EthosEnergy TC, Inc. Chicopee, MA	\$1,124,000.00	\$141,000.00	\$1,265,000.00

Bids were reviewed by plant engineering staff for compliance with the City's detailed specifications. The bid from Reliable Turbine Services of Sullivan, Missouri was the lowest bid compliant with the specifications and less than the engineer's estimate.

### **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 award the Contract for the Turbine Generator Inspection and Repair - 2017 to Reliable Turbine Services of Sullivan, Missouri, as the low responsive bidder, with the bid in the amount of \$892,891.79.

### **Sample Motion**

Motion to approve the bid in the amount of \$892,891.79 from Reliable Turbine Services of Sullivan, Missouri, for the Turbine Generator Inspection and Repair - 2017.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** April 20, 2017 at 2:00 p.m.  
**FOR:** Turbine Generator Inspection and Repair 2017  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$1,100,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** March 28, 2017  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

**Bidder:** EthosEnergy TC, Inc.  
Chicopee MA  
**Bid Security:** Fidelity & Deposit Company of Maryland  
**Exceptions:** None  
  
**Bid Price:**  
**Material:** \$0.00  
**Labor:** \$1,124,000  
**Sales Tax:** \$0.00  
**Total Bid:** \$1,124,000  
**Addl. Bid:** \$141,000 (800 hours of diaphragm, nozzle, bucket and steam path component repair.)

**Bidder:** General Electric International Inc.  
Schenectady, NY  
**Bid Security:** Electric Insurance Company  
**Exceptions:** Noted  
  
**Bid Price:**  
**Material:** \$0.00  
**Labor:** \$967,579  
**Sales Tax:** \$63,300  
**Total Bid:** \$967,579  
**Addl. Bid:** \$144,000 (800 hours of diaphragm, nozzle, bucket and steam path component repair.)

**Bidder:** **Power Plant Repair Services**  
**Oswego, IL**  
Bid Security: Washington International Insurance Co.  
Exceptions: None  
  
Bid Price:  
Material: \$17,820  
Labor: \$862,732  
Sales Tax: \$1,247  
Total Bid: \$881,800  
Addl. Bid: \$99,895 (800 hours of diaphragm, nozzle, bucket and steam path component repair.)

**Bidder:** **S. T. Cotter**  
**Clearwater, MN**  
Bid Security: The Guarantee Company of North American USA  
Exceptions: Noted  
  
Bid Price:  
Material: \$0.00  
Labor: \$785,449  
Sales Tax: \$0.00  
Total Bid: \$785,449  
Addl. Bid: \$135,000 (800 hours of diaphragm, nozzle, bucket and steam path component repair.)

**Bidder:** **Reliable Turbine Services**  
**Sullivan, MO**  
Bid Security: Cashier's Check  
Exceptions: Noted  
  
Bid Price:  
Material: \$14,973.75  
Labor: \$611,476.25  
Sales Tax: \$1,048.16  
Total Bid: \$627,498.16  
Addl. Bid: \$265,393.63 (800 hours of diaphragm, nozzle, bucket and steam path component repair.)

**Bidder:** **HPI, LLC.**  
**Houston, TX**  
Bid Security: SureTec Insurance Co.  
Exceptions: Noted  
  
Bid Price:  
Material: \$7,668  
Labor: \$997,833.19  
Sales Tax: \$536.76  
Total Bid: \$1,006,037.95  
Addl. Bid: \$174,707.54 (800 hours of diaphragm, nozzle, bucket and steam path component repair.)

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator

Pat Gericke, Utilities Admin. Assist.  
Renae Griffiths, Finance Director

Stacy Nonhof, Purchasing Agent  
Darrell Dorsey, PGS Plant Superintendent

Karen Nagel, Utilities Secretary

**P1959**

RESOLUTION 2017-148

WHEREAS, the City of Grand Island invited sealed bids for Turbine Generator Inspection and Repair – 2017, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on April 20, 2017, bids were received, opened and reviewed; and

WHEREAS, Reliable Turbine Services of Sullivan, Missouri, 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 \$892,891.79; and

WHEREAS, the bid of Reliable Turbine Services is less than the estimate for Turbine Generator Inspection and Repair – 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Reliable Turbine Services, in the amount of \$892,891.79 for Turbine Generator Inspection and Repair – 2017, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	☐ _____
May 19, 2017	☐ City Attorney



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-7

**#2017-149 - Approving Change Order #1 with Watts Electric Company for Transmission Line Work - Line 1093**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** May 23, 2017

**Subject:** Transmission Line Work – Line 1093 - Change Order #1

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

## **Background**

On March 8, 2016, City Council approved a contract with Watts Electric Company, Inc., for the rebuild of 115 kV Transmission Line 1093 connecting Grand Island Substation E to the Nebraska Public Power District's (NPPD) Grand Island 115 kV substation east of the City. During the construction there were a couple of deductions that resulted in a slight decrease in total contract price.

## **Discussion**

The original specifications called for a certain number of mobilization costs to be included in anticipation of inclement weather. Due to better than anticipated weather, some of that mobilization cost was not necessary. In addition, minor design changes were made to the required concrete pier foundations of several corner structures that reduced the amount of concrete necessary.

The total deduction to the contract amount as a result of the above changes is \$21,417.78 or approximately 1.5% of the original contract amount of \$1,493,900.79.

## **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 award Change Order #1 to the Contract for Transmission Line Work – Line 1093 to Watts Electric Company, Inc., with a reduction to the original contract in the amount of \$21,417.78, for a final contract total of \$1,472,483.01.

## **Sample Motion**

Motion to approve Change Order #1 to the Contract for Transmission Line Work – Line 1093 to Watts Electric Company, Inc., with a reduction to the original contract in the amount of \$21,417.78, for a final contract total of \$1,472,483.01.



RESOLUTION 2017-149

WHEREAS, at the March 8, 2016 Council meeting, Council awarded the contract for Transmission Line Work – Line 1093 to Watts Electric Company, Inc., of Waverly, Nebraska, in the amount of \$1,493,900.79; and

WHEREAS, mobilization costs to be included in anticipation of inclement weather were not necessary, and minor design changes were made on several corner structures that reduced the amount of concrete necessary; and

WHEREAS, as a result of these changes, Change Order #1 was prepared for a reduction to the original contract in the amount of \$21,417.78, for a total contract amount of \$1,472,483.01.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 for Transmission Line Work – Line 1093 with Watts Electric Company, Inc., is hereby approved, and the Mayor is hereby authorized to sign Change Order #1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	☐ _____
May 19, 2017	☐ City Attorney



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-8

**#2017-150 - Approving Agreement for Engineering Consulting Services Related to GIAMPO Bicycle and Pedestrian Master Plan**

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

# **Council Agenda Memo**

**From:** Allan Zafft AICP, MPO Program Manager

**Meeting:** May 23, 2017

**Subject:** Approving Agreement for Engineering Consulting Services Related to GIAMPO Bicycle and Pedestrian Master Plan

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

## **Background**

The Grand Island Area Metropolitan Planning Organization (GIAMPO) is the designated Metropolitan Planning Organization (MPO) for the Grand Island, Nebraska urbanized area. In April 2016, the GIAMPO Policy Board approved *Journey 2040*, the Grand Island's metropolitan region's Long Range Transportation Plan (LRTP). One of the LRTP recommendations includes conducting a pedestrian and bicycle study for the Grand Island Area that identifies a walking and biking network along with recommending bicycle and pedestrian projects.

GIAMPO will develop a Bicycle and Pedestrian Master Plan which will guide future transportation and recreation investments for the GIAMPO region in the future. This project is identified in GIAMPO's Unified Planning Work Program (UPWP) for FY 2017 and FY 2018. The UPWP budgeted \$80,000 for the GIAMPO Bicycle and Pedestrian Master Plan, which is funded by federal funds at \$64,000 and a local match via the City of Grand Island at \$16,000 (including \$8,000 from the Food & Beverage tax).

On November 30, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for GIAMPO Bicycle and Pedestrian Master Plan, with thirty-four (34) potential respondents.

## **Discussion**

Seven (7) engineering firms provided submittals for the engineering services for GIAMPO Bicycle and Pedestrian Master Plan. RDG Planning and Design of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Professional qualifications necessary for satisfactory performance .... 35%
- Understanding of the project ..... 20%

- Approach to the project .... 15%
- The capacity to accomplish the work in the required time .... 10%
- Past performance on contracts with government agencies .... 10%
- Quality of proposal .... 10%

Compensation for RDG Planning and Design services will be a fixed-fee-for-profit of \$5,885.42 with a maximum amount of \$73,933.86 for actual cost, resulting in a total agreement amount of \$79,819.28.

## **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 agreement with RDG Planning and Design of Omaha, Nebraska, in the amount of \$79,819.28.

## **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
BICYCLE & PEDESTRIAN MASTER PLAN**

**RFP DUE DATE:** December 15, 2016 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** November 16, 2016

**NO. POTENTIAL BIDDERS:** 34

**SUMMARY OF PROPOSALS RECEIVED**

**The Clark Enersen Partners**  
Lincoln, NE

**Snyder & Associates, Inc.**  
Ankeny, IA

**Vireo**  
Kansas City, MO

**RDG Planning & Design**  
Omaha, NE

**JEO Consulting Group, Inc.**  
Wahoo, NE

**Leo A Daly**  
Omaha, NE

**Felsburg Holt & Ullevig**  
Omaha, NE

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

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
Allan Zafft, MPO Program Manager

**P1924**

**LPA – CONSULTANT  
PROFESSIONAL SERVICES AGREEMENT**

CITY OF GRAND ISLAND  
RDG PLANNING AND DESIGN  
PROJECT NO. PL-1(54)  
CONTROL NO. 00956A  
GIAMPO BICYCLE AND PEDESTRIAN MASTER PLAN

**THIS AGREEMENT**, made and entered into by and between the City of Grand Island , hereinafter referred to as the "Local Public Agency" or "LPA", and RDG Planning and Design, hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, the LPA used a qualification based selection process to select the Consultant to render professional services for the above named project at the location shown on Exhibit "A", which is attached and hereby made a part of this agreement, and

**WHEREAS**, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

**WHEREAS**, Consultant is willing to perform the services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation related program requirements, so that Consultant's costs under this agreement will be fully eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that the services under this agreement be completed in accordance with the applicable terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

**WHEREAS**, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge, and

**WHEREAS**, the Parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

**NOW THEREFORE**, in consideration of these facts, the Parties hereto agree as follows:

**SECTION 1. DEFINITIONS**

WHEREVER in this agreement the following terms are used, they will have the following meaning:

"**LPA**" stands for Local Public Agency, and in this agreement means City of Grand Island, unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and



"CONSULTANT" means the firm of RDG Planning and Design and any employees thereof, whose business and mailing address is 900 Farnam Street, Suite 100, Omaha, Nebraska, 68102, and

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Alta Planning + Design, and any employees thereof, whose business and mailing address is 711 SE Grand Ave, Portland, OR, 97214, and

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Olsson Associates, and any employees thereof, whose business and mailing address is 601 P Street, Lincoln, Nebraska, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/goi-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation, and

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives, and

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives, and

To "ABANDON" the services means that the LPA has determined that conditions or intentions as originally existed have changed and that the services as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen, and

To "SUSPEND" the services means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the services completed or submitted are unsatisfactory, and that the services as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the services or to reinstate it under the conditions as defined in this agreement, and

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

**SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK**

**SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK**

**SECTION 4. TERM OF THE AGREEMENT**

This agreement becomes effective upon proper execution and will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

**SECTION 5. SCOPE OF SERVICES**

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. The Consultant agrees to provide preliminary engineering for project PL-1(54), 00956A, in Hall County, Nebraska as set out in Exhibit "A," entitled Scope of Services and Fee Proposal, which are attached and hereby made a part of this agreement.

Exhibit "A" is the result of the following process:

- LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

The LPA has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

**SECTION 6. STAFFING PLAN (For PE Services)**

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in this agreement. The primary team is expected to be directly responsible for providing the services under this agreement. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

**SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees

physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

**Neb.Rev.Stat. § 4-114.** I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

- a. The Consultant must complete the United States Citizenship Attestation form, and attach it to this agreement. This form is available on the Department of Roads' website at [www.transportation.nebraska.gov/projdev/#save](http://www.transportation.nebraska.gov/projdev/#save).
- b. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-108.

#### **SECTION 8. NOTICE TO PROCEED AND COMPLETION DATE (PE)**

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon the State's concurrence that the form of this agreement is acceptable for federal funding eligibility. Any services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all the services according to the schedule in attached Exhibit "A" and shall complete all services required under this agreement in a satisfactory manner by December 31, 2017.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received a written extension of time from LPA.

The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays not attributable to the Consultant, such as delays attributable to the LPA may constitute a basis for an extension of time.

**SECTION 9. FEES AND PAYMENTS**

The general provisions concerning payment under this agreement are set out on the Exhibit "B", attached hereto and hereby made a part of this agreement.

For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$5,885.42 and up to a maximum amount of \$73,933.86 for actual costs in accordance with Exhibit "A". The total agreement amount is \$79,819.28.

**SECTION 10. PROFESSIONAL PERFORMANCE (LPA PE)**

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the Consultant's work product which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional services to be accomplished by the Consultant pursuant to this agreement. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work project of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration, or reworking of the Consultant work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its services, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

**SECTION 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)**

The LPA has the absolute right to suspend or abandon the work, or terminate the agreement at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31 provided however, that in the case of suspension, abandonment or termination for breach of this agreement, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. For the abandonment or termination of this agreement, payment to Consultant will be prorated based on the percentage of work completed

by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

**SECTION 12. OWNERSHIP OF DOCUMENTS (11/17/11)**

All surveys, maps, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA at the conclusion of the project without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

**SECTION 13. CONFLICT OF INTEREST LAWS**

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the LPA's project to remain fully eligible for Federal funding. By signing this agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

Consultants and Subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

**SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION**

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 3/16/11):

**“CONFIDENTIAL INFORMATION:** Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The Consultant agrees to obtain the written approval of the LPA prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

**SECTION 15. FORBIDDING USE OF OUTSIDE AGENTS**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**SECTION 16. GENERAL COMPLIANCE WITH LAWS**

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work.

**SECTION 17. DISPUTES**

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

**SECTION 18. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (PE) (1-24-12)**

The Consultant agrees to save harmless the LPA from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. Further, it is expected that in carrying out the work under this agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA in carrying out the work under this agreement.

Finally, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any agreement Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the Subconsultant.

**SECTION 19. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION**

**19.1 Coordinating Professional:** As required by Neb.Rev.Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer, the LPA shall designate a Coordinating Professional for this project. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in § 81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat. § 81-3401 et. seq.). The Coordinating Professional shall also comply with the provisions of the Act, including Neb.Rev.Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb.Rev.Stat. § 81-3421. The Consultant shall, and require its subconsultants to cooperate with the designated Coordinating Professional.

If the Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, the Consultant shall provide the LPA written notice of the name of the replacement within 10 business days.

**19.2 Professional Registration:** To the extent the work requires engineering services, the Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

**SECTION 20. SUCCESSORS AND ASSIGNS**

This agreement is binding on successors and assigns of either party.

**SECTION 21. DRUG-FREE WORKPLACE POLICY**

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

**SECTION 22. FAIR EMPLOYMENT PRACTICES ACT**

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

**SECTION 23. DISABILITIES ACT**

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

**SECTION 24. DISADVANTAGED BUSINESS ENTERPRISES**

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

**SECTION 25. NONDISCRIMINATION (LPA)**

**25.1 Compliance with Regulations:** During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.

**25.2 Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendices A, B, and C of 49 CFR 21.

**25.3. Solicitations for Subagreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

**25.4 Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain



compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

- 25.5 Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

- 25.6 Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

**SECTION 26. SUBLETTING, ASSIGNMENT, OR TRANSFER**

The Subconsultant/Subcontractor will provide additional design work. .  
Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement, in excess of \$10,000, must contain identical or substantially similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

**SECTION 27. CONSULTANT CERTIFICATIONS**

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- 27.1 Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage

rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or nonconcurrent wage rates and other factual unit costs.

## 27.2

Neb.Rev.Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
- b. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

## 25.3

### **Certification Regarding Debarment, Suspension, and Other Responsibility**

**Matters-Primary Covered Transactions.** Paragraph a. below contains 10 instructions that consultant agrees to follow in making the certifications contained in paragraph b. below.

#### **a. Instructions for Certification**

1. By signing this agreement, the Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the LPA determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
4. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
  6. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
  7. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the LPA without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  8. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
  9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  10. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.
- b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**
1. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
    - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - b) Have not within a three-year period preceding this agreement 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 a.ii above; and
  - d) Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
  - e) Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

#### **SECTION 28. LPA CERTIFICATION**

By signing this agreement, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

#### **SECTION 29. ENTIRE AGREEMENT**

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 9 day of May, 2017.

RDG PLANNING & DESIGN  
Martin H. Shukert

  
Principal

STATE OF NEBRASKA )  
  )ss

DOUGLAS COUNTY

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

EXECUTED by the LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF GRAND ISLAND  
Jeremy Jensen

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_

\_\_\_\_\_  
Date

**Exhibit "A"**

**SCOPE OF SERVICES**

**Project: GIAMPO Bicycle and Pedestrian Master Plan**

**Project Number: PL-1(54)**

**Control Number: 00956A**

**A. PROJECT DESCRIPTION**

The Grand Island Metropolitan Planning Organization (GIAMPO) was designated as the Metropolitan Planning Organization (MPO) for the Grand Island, Nebraska urbanized area. The purpose of this project is to develop the Bicycle and Pedestrian Master Plan which will guide future transportation and recreation investments for the GIAMPO region in the future. The RDG Planning & Design Team has developed a project approach and schedule that will complete this plan by December 2017.

RDG Planning & Design (Consultant) shall serve as the agent for the City of Grand Island (Client), representing the Client in all matters related to the services for this project.

It is anticipated that the project will require the following major tasks:

1. Mobilization and Stakeholder Engagement
2. Bicycling and Pedestrian Environmental
3. System Concept
4. Support Facilities
5. Barriers
6. System Design and Infrastructure Details
7. Implementation
8. Support Systems
9. Final Report

**B. CONSULTANT SHALL PROVIDE**

**Task One: Mobilization and Stakeholder Engagement**

Note: The Grand Island Area MPO's Bicycle and Pedestrian Advisory Committee (BPAC) will be the steering committee for the project.

- 1.1. Establish a project website for sharing updates of the process, knowledge, and feedback. Website may be established within RDG's website with links to the city's or other websites, depending on the discussions with the city and the consultant team.
- 1.2. With assistance of city staff, assemble and review relevant existing documents, plans, and maps. City shall provide available base maps, GIS information, street inventory data, and other previously prepared materials relevant to the completion of this work.
- 1.3. Conduct an initial kickoff meeting with the BPAC that will introduce team members; review the process, schedule, and requirements and expectations of the committee; identify key contacts; and discuss the goals and directions of the plan and complete up to three discussions with constituent groups to consider priorities, and discuss pedestrian and bicycling needs, options, destinations, and preferences.
- 1.4. Implement a community engagement process that includes the following components:
  - Coordinating displays describing the plan and with public representation with another community event such as the Walk with the Mayor.

- Conducting one community planning workshop to gain public input on opportunities and connection opportunities. The workshop will include stations for specific sectors of the MPO area to provide opportunities for considering local level projects and needs.
- Conducting community open house with displays explaining the plan and brief structured presentations that present general principles and policies.

Deliverables:

- Development and operation of project website.
- Informational handouts for BPAC kickoff with posting of materials on website.
- Displays for community events
- Notes on proceedings with constituent groups
- Displays and materials for community planning workshop
- Documentation of results of workshop
- Summary handouts and displays for community open house

**Task Two: Bicycling and Pedestrian Environment**

2.1. Develop, administer, and analyze an online survey, addressing characteristics of cyclists and pedestrians, demand for different destinations and destination types, comfort of different infrastructure types, and importance of various actions.

2.2. Based on available city data and other sources, prepare maps of existing conditions and opportunities for pedestrian and bicycle transportation, addressing:

- 2.2.1. Geography and topography.
- 2.2.2. Land use and development patterns.
- 2.2.3. Potential destinations.
- 2.2.4. Existing and planned facilities, including trails on exclusive right-of-way, sidepaths, designated bicycle and safe routes (including sharrows and bike lanes), and sidewalk conditions on major streets.
- 2.2.5. On-street bicycle opportunities cross-referencing width, ADT, and street continuity.
- 2.2.6. Crash locations (if available), barriers, difficult intersections, and other potential hazards for pedestrians and bicyclists. Data to consider include distribution of potential destination, average daily traffic, observed crash statistics, and local and national crash rates.
- 2.2.7. A contextual street typology that reflects contexts within Grand Island and their adaptability to bicycle transportation.
- 2.2.8. Network opportunities, identifying other possible off-road possibilities and relatively uninterrupted segments along streets.
- 2.2.10. Relationship to possible public transportation initiatives identified by the MPO's public transportation study.
- 2.2.11. Existing and proposed trail and on-street linkages to adjacent cities in the metropolitan area.
- 2.2.12. Heat maps or other measures of the demand for pedestrian and bicycle access in the study area.

2.3. Conduct up to four days of field work, mostly on bicycle, focusing on opportunity corridors and streets identified in Task 2.2.

2.4. (This task was moved under Task 1.4)

Deliverables:

- Design and launch of on-line survey with PowerPoint summary of results
  - Atlas of existing condition and opportunity analysis maps.
- (This deliverable was moved to Task 1.) (This deliverable was moved to Task 1.)

**Task Three: System Concept**

3.1. Establish goals and attributes to guide system design and evaluation. Potential attributes include service to destinations, incremental integrity (providing value and continuity at each step of

implementation), ability to evolve over time, conflict avoidance, maximum use of existing resources, identifying and filling strategic gaps, and use of routes of least traffic resistance.

3.2. Develop a preliminary community-wide system concept, using analysis and workshop results of Task Two to define routes, specific projects, infrastructure types, and other features in relation to destinations.

3.3. Develop a vocabulary of facility types and treatments, and applying them to the GIAMPO's specific pedestrian and bicycle contexts.

3.4. Define specific pedestrian projects, including intersection crossings, closing network gaps, basic pedestrian "arterials," and safe routes to specific destinations.

3.5. Place the network into the larger regional concept of facilities proposed or existing in the surrounding metropolitan area.

Deliverables:

- System concept maps displaying overall on-street and trail routes and types of infrastructure matched to segments.
- Map and/or annotated list of key pedestrian projects.
- Regional map identifying projects in the region but outside the MPO study area and their relationship to the Grand Island/Aida system.
- Supporting narrative

**Task Four: Support Facilities**

4.1. Trailheads and Open Space Nodes

- Establish criteria for location, spacing, and site characteristics of trailheads and open space nodes.
- Locate potential trailhead and open space node opportunities on the proposed network.
- Establish a menu of features for trailheads and open space nodes, along with a conceptual land plans for an illustrative facility.

4.2. Review comprehensive plan and park and recreation proposals for relationship to framework system. Include discussions with Parks Department staff about potential facilities.

4.3. Locate and evaluate points of interest, including National Register sites and districts, community attractions such as Fonner Park, neighborhoods, and other points of community interest. Identify locations along the proposed network that accommodate or advance these complementary facilities.

4.4. Identify possible linkage routes, with types of improvements and infrastructure, to connect the framework system to future recreational facilities.

4.5. Design typical interpretive and wayfinding graphics to direct users to these features.

Deliverables:

- Maps illustrating items 4.1 through 4.4 for presentation to BPAC and inclusion in document.
- Typical interpretative and wayfinding graphics. Wayfinding signs on streets will be MUTCD compliant.

**Task Five: Barriers**

5.1. Identify key barrier crossing points.

5.2. Provide planning level guidance on the design of crossings, which could include bridges, underpasses, modifications to at-grade intersections, introduction of new at-grade pedestrian/bicycle crossings, or alternative routes to cross these barriers.



Deliverables:

- Maps, graphics and supporting narrative for presentation to BPAC and inclusion in document.

**Task Six: System Design and Infrastructure Details**

6.1. Review of current street design standards, along with an analysis of their implications for bicycle and pedestrian transportation. Major issues include street sections, trail and sidepath design, intersection design, and maintenance practices.

6.2. Design general guidelines and illustrated standards for the infrastructure types, adapting the state of the practice to the specific conditions in the local street and transportation network. Standards include sections, dimensions, materials, clearances, grades, drainage, traffic controls, wayfinding, and maintenance.

6.3. Review ordinances that affect or could benefit bicycle and pedestrian transportation, including zoning and land development regulations.

Deliverables:

- Maps, graphics and supporting narrative for presentation to BPAC and inclusion in document.

**Task Seven: Implementation**

7.1. Define priority criteria and evaluate routes according to those criteria.

7.2. Develop a three-phase sequencing concept, with a first phase pedestrian/bicycle system based on priority criteria and available resources and medium- and long-term phases that build on the initial system. Each phase will include opinions of probable cost broken down by individual project and total phase. This includes all projects identified in Tasks Four through Six.

7.3. Identify funding mechanisms to provide for system development and maintenance.

7.4. Develop recommendations for operational policies and mechanisms, including coordination with transit services and maintenance policies.

Deliverables:

- Maps illustrating each stage of the implementation program.
- Narratives and tables identifying funding mechanisms
- Narrative of operational policies

**Task Eight: Support Systems**

8.1. Develop recommendations for supporting systems and programs based on the evaluation criteria of the League of American Bicyclists Bicycle Friendly Community program.

- Engineering (covered largely by the previous master plan sections but also including specific elements like bicycle parking, system graphics, and special facilities such as bike share systems).
- Education, including safety education for pedestrians, bicyclists, and motorists.
- Encouragement, including special events and public relations programs to encourage non-motorized transportation.
- Enforcement, including integration of police departments into the active transportation program, equitable enforcement of traffic laws, and development of materials that identify responsibilities of motorists, cyclists, and pedestrians.
- Evaluation, establishing methodologies through surveys, sampling, and counts to monitor the effectiveness of the program.

Deliverables:

- Narrative chapter

**Task Nine. Final Report**

9.1. Draft preliminary plan document for review by staff and Steering Committee. Following review, post draft document on project website for public comment.

9.2. (This task was moved under Task 1.4)

9.3. Following open house, prepare final draft with modifications as required, based on staff and steering committee review of public comments and suggestions.

9.4. Present final plan to the GIAMPO Technical Advisory Committee, GIAMPO Policy Board, and City Council.

**Deliverables:**

- Preliminary plan draft
- (This deliverable was moved to Task 1.)Final draft
- PowerPoint presentation of document

# NEPA Categorical Exclusion and Preliminary Engineering Consultant Estimate of Hours

**Project Name:** Grand Island Bicycle and Pedestrian Master Plan  
**Project Number:** 00956A  
**Control Number:** Grand Island, Hall  
**Location (City, County):** Alta Planning + Design, Inc.  
**Firm Name:** Paul Wojciechowski AICP  
**Consultant Project Manager:** 314.952.8570 paulw@altaPlanning.com  
**Phone/Email:** Allan Zaft  
**LPA Responsible Charge:** 308.389.0273 allanz@grand-island.com  
**Phone/Email:** NDOR Project Coordinator:  
**Phone/Email:** 2/9/2017 (Revised v2 4/11/2017)

TASKS	PERSONNEL CLASSIFICATIONS**													Total
	PR	SENV	ENV	SENG	ENG	SDES	DES	ADM	GIS					
For Engineering Services:														
1. Mobilization and Stakeholder Engagement														
1.1 Project Website														
1.2 Data Collection and Review														2
1.3 BPAC Kickoff Meeting														2
1.4 Event Attendance, Community Workshops, Open House														8
2. Bicycling and Pedestrian Environment														
2.1 On line survey development and analysis														1
2.2 Existing Conditions Map Preparation and Analysis														2
2.3 Opportunity Corridor Field Analysis														22
2.4 Community Workshop Preparation and Event (included in Task 1.4)														22
3. System Concept														
3.1 Goals and Attributes Narrative														4
3.2 Preliminary Communitywide System Concept														8
3.3 Vocabulary of Facility Types and Treatments/Application to Network														10
3.4 Definition of Pedestrian Project Focuses														14
3.5 Regional Analysis and Context														5
4. Support Facilities														
4.1 Criteria, Location, Facility Menu for Trailhead and Node Locations														1
4.2 Review of Park/Recreation Proposals and Opportunities														3
4.3 Location and Evaluation of Points of Interest on Network														4
4.4 Identification of Linkage Routes														4
4.5 Typical Interpretive and Wayfinding Copy and Design														1
5. Barriers														
5.1 Identification of Key Barrier Crossing Points														5
5.2 Planning Level Guidance and Design for Each Crossing														10
6. System Design and Infrastructure Details														
6.1 Review of Current Design Standards														2
6.2 General Guidelines and Design Standards for Infrastructure Types														4
6.3 Zoning and Land Development Regulations														4
7. Implementation														
7.1 Priority Criteria Determination														4
7.2 Three-Stage Implementation Sequence/Opinion of Probable Cost														2
7.3 Funding Mechanisms														2
7.4 Operational Policies														4
8. Support Systems														
8.1 Recommendations for Bicycle Friendly Community Components														1
9. Final Report														
9.1 Preliminary Plan Draft and Layout														6
9.2 Community Open House Preparation and Event (Included in Task 1.4)														2
9.3 Revision and Final Document														2
9.4 City Council, GIAMPO TAC, GIAMPO Policy Board Presentations														19
Total Hours														122
Total Days (8 hrs)														15.3
														141
														17.6

**CLASSIFICATIONS\*\*:**  
 PR = Principal  
 SENV = Senior Environmental Scientist  
 ENV = Environmental Scientist  
 ADM = Administrative  
 SENG = Associate/Senior Engineer  
 ENG = Engineer  
 SDDES = Senior Designer/Technician  
 DES = Designer/Technician  
 GIS = GIS Specialist  
 UD2 = User Defined 2  
 UD3 = User Defined 3  
 \*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.

Consultant Independent Cost Estimate  
 Estimate of Hours



## Page 96 / 169

Email: \_\_\_\_\_  
Date: 26/06/17 09:34

Overhead Rate:	160.16%	Fixed Fee:	14.10%
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GIS = GIS Specialist  
UD2 = User Defined 2  
UD3 = User Defined 3

100

Input actual employee classification as designated by firm.

**Labor Rates**

## NEPA Categorical Exclusion and Preliminary Engineering Direct Expenses

**Project Name: Grand Island Bicycle and Pedestrian Master Plan**

**Project Number:**

**Control Number:** 00956A

**Location (City, County):** Grand Island, Hall

**Firm Name:** Alta Planning + Design, Inc

**Consultant Project Manager:**

**Phone/Email:** 314.952.8570/paulw@altaplanning.com

**LPA Responsible Charge:**

**Phone/Email:** 308.389.0273/allanz@grand-island.com

**NDOR Project Coordinator:**

**Phone/Email:**

Date: 2/9/2017 (Revised v2 4/11/2017)

<b>Subconsultants:</b>		<b>Quantity</b>	<b>Unit Cost</b>	<b>Amount</b>
				<b>Subtotal</b>
<b>Printing and Reproduction:</b>		<b>Quantity</b>	<b>Unit Cost</b>	<b>Amount</b>
				<b>Subtotal</b>

[illegible]

Loading/Meats:		Quantity	Unit Cost	Amount
8 nights@77.00		4	\$77.00	\$308.00
Subtotal				\$308.00

[illegible]

2014 Standard Rates*		Type	Rate
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51 /mi		
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535 /mi		
Black and White Copies	Actual reasonable cost		
Color Copies	Actual reasonable cost		
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost		
Equipment	Actual reasonable cost		
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above		
Automobile Rental	Actual reasonable cost		
Air fare	Actual reasonable cost, giving the State all discounts		
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide, not to exceed \$104 in Omaha/Douglas County.		
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:		
	Statewide	Omaha/Douglas County	
Breakfast	\$7.00	\$10.00	
Lunch	\$11.00	\$15.00	
Dinner	\$23.00	\$31.00	
Incidentals	\$5.00	\$5.00	
Totals	\$46.00	\$61.00	

\* A full list of rates can be found at the following website: [www.qsa.gov/perdiem](http://www.qsa.gov/perdiem)

### Consultant Independent Cost Estimate Direct Expenses



## NEPA Categorical Exclusion and Preliminary Engineering Project Cost

# **Grand Island Bicycle and Pedestrian Master Plan**

00956A

00956A  
Grand Island, Hall

**Alta Planning + Design, Inc.**

**Paul Wojciechowski AICP**

314.952.8570/paulw@altaplanning.com

Allan Zafft

308.389.0273/allianz@grand-island.com

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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2/9/2017 (Revised\_v2 4/11/2017)

<b>Direct Labor Costs:</b>		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
<b>Personnel Classification</b>				
Principal		19	\$60.75	\$1,154.25
Senior Environmental Scientist				
Environmental Scientist				
Associate/ Senior Engineer				
Engineer				
Senior Designer/Technician		122	\$32.69	\$3,988.18
Designer/Technician				
Administrative				
GIS Specialist				
<b>TOTALS</b>		141		\$5,142.43
<b>Direct Expenses:</b>				
Subconsultants				<b>Amount</b>
Printing and Reproduction Costs				
Mileage/Travel				
Lodging/ Meals				
Other Miscellaneous Costs				
<b>TOTALS</b>				
<b>Total Project Costs:</b>				
Direct Labor Costs				<b>Amount</b>
Overhead @ 176.50%				\$5,142.43
Total Labor Costs				\$9,076.39
Fixed Fee @ 14.10%				\$14,218.82
Direct Expenses				\$2,004.85
				\$1,175.00
<b>PROJECT COST</b>				<b>\$17,398.67</b>

NEPA Categorical Exclusion and Preliminary Engineering  
Cost by Task

Project Name:  
Grand Island Bicycle and Pedestrian Master Plan

Project Number:  
00956A

Control Number:  
Grand Island, Hall

Location (City, County):  
Firm Name: Alta Planning + Design, Inc.

Consultant Project Manager:  
Paul Wojciechowski AICP

Phone/Email:  
314.952.8570/paulw@altaplanning.com

LPA Responsible Charge:  
Allan Zeff

Phone/Email:  
308.389.0273/allanz@grand-island.com

NDOR Project Coordinator:  
Phone/Email:

Date: 2/9/2017 (Revised v2 4/11/2017)

Tasks	Total Hours	Direct Labor Cost	Overhead 176.50%	Fixed Fee 14.10%	Total Project Cost
For Engineering Services:					
1. Mobilization and Stakeholder Engagement	12	\$392.28	\$692.38	\$152.94	\$1,237.60
2. Bicycling and Pedestrian Environment	26	\$678.00	\$1,549.67	\$342.30	\$2,769.97
3. System Concept	33	\$1,247.13	\$2,201.18	\$486.21	\$3,934.52
4. Support Facilities	13	\$481.09	\$849.12	\$187.56	\$1,517.77
5. Barriers	17	\$611.85	\$1,079.92	\$238.54	\$1,930.31
6. System Design and Infrastructure Details	16	\$635.28	\$1,121.27	\$247.67	\$2,004.22
7. Implementation	13	\$453.03	\$799.60	\$176.62	\$1,429.25
8. Support Systems	7	\$256.89	\$453.41	\$100.15	\$810.45
9. Final Report	4	\$186.88	\$329.84	\$72.86	\$589.58
Direct Expenses					\$1,175.00
TOTAL	141	\$5,142.43	\$9,076.39	\$2,004.85	\$17,398.67

Consultant Independent Cost Estimate  
Cost by Task



NEPA Categorical Exclusion and Preliminary Engineering  
Consultant Estimate of Hours

Project Name: Grand Island Bicycle and Pedestrian Master Plan  
Project Number: 00956A  
Control Number: 00956A  
Location (City, County): Grand Island, Hall  
Firm Name: RDG Planning & Design  
Consultant Project Manager: Amy Haase AICP  
Phone/Email: 402.449.0840/ahaase@rdgusa.com  
LPA Responsible Charge: Allan Zaff  
Phone/Email: 308.389.0273/allanz@grand-island.com  
NDOR Project Coordinator:   
Phone/Email:   
Date: 2/9/2017 (Revised 4/11/2017)



TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	SENV	ENV	SENG	ENG	SDS	DES	ADM	GIS			
For Engineering Services:												
1. Mobilization and Stakeholder Engagement												
1.1 Project Website							5					5
1.2 Data Collection and Review			2				2			8		12
1.3 BPAC Kickoff Meeting			4				2					6
1.4 Event Attendance, Community Workshops, Open House						10	6			8		42
2. Bicycling and Pedestrian Environment												
2.1 On line survey development and analysis			1					10		2		13
2.2 Existing Conditions Map Preparation and Analysis			4							25		29
2.3 Opportunity Corridor Field Analysis			28									28
2.4 Community Workshop Preparation and Event (included in Task 1.4)												
3. System Concept												
3.1 Goals and Attributes Narrative			4									4
3.2 Preliminary Communitywide System Concept			16				2					18
3.3 Vocabulary of Facility Types and Treatments/Application to Network			6					5				11
3.4 Definition of Pedestrian Project Focuses			10									10
3.5 Regional Analysis and Context			4									4
4. Support Facilities												
4.1 Criteria, Location, Facility Menu for Trailhead and Node Locations			2					4				6
4.2 Review of Park/Recreation Proposals and Opportunities			2					2				4
4.3 Location and Evaluation of Points of Interest on Network							4	5		2		13
4.4 Identification of Linkage Routes			4					1		2		7
4.5 Typical Interpretive and Wayfinding Copy and Design			3					5				8
5. Barriers												
5.1 Identification of Key Barrier Crossing Points			5									5
5.2 Planning Level Guidance and Design for Each Crossing			2									2
6. System Design and Infrastructure Details												
6.1 Review of Current Design Standards												
6.2 General Guidelines and Design Standards for Infrastructure Types			2									2
6.3 Zoning and Land Development Regulations			4									4
7. Implementation												
7.1 Priority Criteria Determination			4									4
7.2 Three-Stage Implementation Sequence/Opinion of Probable Cost			8				2					10
7.3 Funding Mechanisms			3				3					6
7.4 Operational Policies			1									1
8. Support Systems												
8.1 Recommendations for Bicycle Friendly Community Components			2				4	6				12
9. Final Report												
9.1 Preliminary Plan Draft and Layout			20					20				72
9.2 Community Open House Preparation and Event (included in Task 1.4)												
9.3 Revision and Final Document			8				8					16
9.4 City Council, GIAMPO TAC, GIAMPO Policy Board Presentations			12									12
Total Hours			181				55	63		67		366
Total Days (8 hrs)			22.6				6.9	7.9		8.4		45.8

CLASSIFICATIONS\*\*

PR = Principal	SENG = Associate/ Senior Engineer	GIS = GIS Specialist
SENV = Senior Environmental Scientist	ENG = Engineer	UD2 = User Defined 2
ENV = Environmental Scientist	SDDES = Senior Designer/ Technician	UD3 = User Defined 3
ADM = Administrative	DES = Designer/Technician	

\* For Project Manager, use one of the technical classifications

\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.

Consultant Independent Cost Estimate  
Estimate of Hours



**RD**  
PLANNING • DESIGN



RD&S  
PLANNING • DESIGN

Overhead Rate:	160.16%	Fixed Fee:	14.10%
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GIS = GIS Specialist  
UD2 = User Defined 2  
UD3 = User Defined 3

## **STAFFING PLAN**

[illegible]

	Total of Consultant Inc Assigned	Labor Rates
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**RD**  
PLANNING • DESIGN  
**OS**

Date: 2/9/2017 (Revised 4/11/2017)

Printing and Reproduction:	Quantity	Unit Cost	Amount
Color Handouts, public information: 500 sheets@\$0.20/sheet	500	\$0.20	\$100.00
Publications: See deliverables			

[illegible]

		Quantity	Unit Cost	Amount
<b>Other Miscellaneous Costs:</b>				
Advertising for public meetings	5	\$50.00		\$250.00
			Subtotal	\$250.00
<b>TOTAL DIRECT EXPENSES</b>				\$32,193.32

\* A full list of rates can be found at the following website: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)



NEPA Categorical Exclusion and Preliminary Engineering  
Project Cost



Project Name: Grand Island Bicycle and Pedestrian Master Plan  
Project Number: 00956A  
Control Number: Grand Island, HI  
Location (City, County): RDG Planning & Design  
Firm Name: Amy Haase AICP  
Consultant Project Manager: 402.449.0840/ahaase@rdgusa.com  
Phone/Email: Allan Zait  
LPA Responsible Charge: 308.389.0273/allanz@grand-island.com  
Phone/Email:   
NDOR Project Coordinator:   
Phone/Email:   
Date: 2/9/2017 (Revised 4/11/2017)

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	181	\$62.11	\$11,241.91
Senior Environmental Scientist			
Environmental Scientist			
Associate/ Senior Engineer			
Engineer			
Senior Designer/Technician	55	\$37.74	\$2,075.70
Designer/Technician	63	\$27.47	\$1,730.61
Administrative			
GIS Specialist	67	\$24.04	\$1,610.68
TOTALS	366		\$16,658.90

Direct Expenses:			
			Amount
Subconsultants			\$31,535.32
Printing and Reproduction Costs			\$100.00
Mileage/Travel			
Lodging/ Meals			\$308.00
Other Miscellaneous Costs			\$250.00
TOTALS			\$32,193.32

Total Project Costs:			
			Amount
Direct Labor Costs			\$16,658.90
Overhead @ 150.56%			\$25,081.64
Total Labor Costs			\$41,740.54
Fixed Fee @ 14.10%			\$5,885.42
Direct Expenses			\$32,193.32
PROJECT COST			\$79,819.28

NEPA Categorical Exclusion and Preliminary Engineering  
Cost by Task

Project Name: Grand Island Bicycle and Pedestrian Master Plan

Project Number:

Control Number: 00956A

Location (City, County):

Grand Island, Hall

Firm Name:

RDG Planning & Design

Consultant Project Manager:

Amy Haase AICP

Phone/Email:

402.449.0840/ahaasee@rdgusa.com

LPA Responsible Charge:

Allan Zafft

Phone/Email:

308.389.0273/zaffanz@grand-island.com

NDOR Project Coordinator:

Phone/Email:

Date: 2/9/2017 (Revised 4/11/2017)



Tasks	Total Hours	Direct Labor Cost	Overhead 150.56%	Fixed Fee 14.40%	Total Project Cost
For Engineering Services:					
1. Mobilization and Stakeholder Engagement	65	\$2,685.27	\$4,042.94	\$948.68	\$7,676.89
2. Bicycling and Pedestrian Environment	70	\$2,973.41	\$4,476.77	\$1,050.48	\$8,500.66
3. System Concept	47	\$2,697.23	\$4,060.95	\$952.90	\$7,711.06
4. Support Facilities	38	\$1,521.54	\$2,290.83	\$537.54	\$4,349.91
5. Barriers	7	\$434.77	\$654.59	\$153.60	\$1,242.96
6. System Design and Infrastructure Details	6	\$372.66	\$561.08	\$131.66	\$1,065.40
7. Implementation	21	\$1,182.46	\$1,780.31	\$417.75	\$3,380.52
8. Support Systems	12	\$440.00	\$662.46	\$155.45	\$1,257.91
9. Final Report	100	\$4,351.56	\$6,551.71	\$1,537.36	\$12,440.63
Direct Expenses					\$32,193.32
TOTAL	366	\$16,658.90	\$25,081.64	\$5,885.42	\$79,819.28

Consultant Independent Cost Estimate  
Cost by Task



NEPA Categorical Exclusion and Preliminary Engineering  
Consultant Estimate of Hours

Project Name:  
Grand Island Bicycle and Pedestrian Master Plan

Project Number:  
00956A

Location (City, County):  
Grand Island, Hall

Firm Name:  
Olsson Associates

Consultant Project Manager:  
Matt Riet PE

Phone/Email:  
308.384.8750/mrrief@olssonassociates.com

LPA Responsible Charge:  
Allan Zarft

Phone/Email:  
308.389.0273/allanz@grand-island.com

NDOR Project Coordinator:  
Phone/Email:

Date:  
2/9/2017 (Revised\_v2 4/1/2017)

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	SENV	ENV	SENG	ENG	SDES	DES	ADM	GIS			
For Engineering Services:												
1. Mobilization and Stakeholder Engagement												
1.1 Project Website												
1.2 Data Collection and Review												
1.3 BPAC Kickoff Meeting												
1.4 Event Attendance, Community Workshops, Open House				4								2
2. Bicycling and Pedestrian Environment												
2.1 On line survey development and analysis												4
2.2 Existing Conditions Map Preparation and Analysis												
2.3 Opportunity Corridor Field Analysis												
2.4 Community Workshop Preparation and Event (included in Task 1.4)												
3. System Concept												
3.1 Goals and Attributes Narrative												
3.2 Preliminary Communitywide System Concept				4								4
3.3 Vocabulary of Facility Types and Treatments/Application to Network												
3.4 Definition of Pedestrian Project Focuses						5						5
3.5 Regional Analysis and Context						5						5
4. Support Facilities												
4.1 Criteria, Location, Facility Menu for Trailhead and Node Locations												
4.2 Review of Park/Recreation Proposals and Opportunities					4		2					6
4.3 Location and Evaluation of Points of Interest on Network												
4.4 Identification of Linkage Routes												
4.5 Typical Interpretive and Wayfinding Copy and Design							1					1
5. Barriers												
5.1 Identification of Key Barrier Crossing Points												
5.2 Planning Level Guidance and Design for Each Crossing					2							2
6. System Design and Infrastructure Details												
6.1 Review of Current Design Standards					4		6					10
6.2 General Guidelines and Design Standards for Infrastructure Types					4		10					14
6.3 Zoning and Land Development Regulations					2		3					5
7. Implementation												
7.1 Priority Criteria Determination					2							2
7.2 Three-Stage Implementation Sequence/Opinion of Probable Cost					8		11					19
7.3 Funding Mechanisms					4		4					8
7.4 Operational Policies					4		4					8
8. Support Systems												
8.1 Recommendations for Bicycle Friendly Community Components												
9. Final Report												
9.1 Preliminary Plan Draft and Layout					5		5					10
9.2 Community Open House Preparation and Event (included in Task 1.4)												
9.3 Revision and Final Document												
9.4 City Council, GIAMPO TAC, GIAMPO Policy Board Presentations												
Total Hours					47		58					105
Total Days (8 hrs)					5.9		7.3					13.1

CLASSIFICATIONS\*:  
PR = Principal  
SENV = Senior Environmental Scientist  
ENV = Environmental Scientist  
ADM = Administrative  
\* For Project Manager, use one of the technical classifications

SENG = Associate/ Senior Engineer  
ENG = Engineer  
SDES = Senior Designer/Technician  
DES = Designer/Technician

GIS = GIS Specialist  
UD2 = User Defined 2  
UD3 = User Defined 3

\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.

Consultant Independent Cost Estimate  
Estimate of Hours



## NEPA Categorical Exclusion and Preliminary Engineering Labor Rates

**Project Name: Grand Island Bicycle and Pedestrian Mast**

Project Number:

Control Number: 00956A

**Location (City, County):** Grand Island, Hall

**Firm Name:**

**Project Manager:** Matt Rief PE

**Phone/Email:** 308.384.8750/mrief@olssonassociates.com

Responsible Charge: Allan Zafft

**Phone/Email:** 308.389.0273/allianz@grand-island.com

**NBOR Project Coordinator.**

**Phone/Email:**Date: 2/9/2017 (Revised v2 4/11/2017)

<b>Labor Costs:</b>					
<b>Code</b>	<b>Classification Title</b>	<b>Hours</b>	<b>Billed Rate</b>	<b>Amount</b>	
PR	Principal				
SENV	Senior Environmental Scientist				
ENV	Environmental Scientist				
SENG	Associate Senior Engineer				
ENG	Engineer	47	\$50.80	\$2,378.20	
SDES	Senior Designer/Techician	58	\$39.00	\$2,262.00	
DES	Designer/T technician				
ADM	Administrative				
GIS	GIS Specialist				
TOTALS		105		\$4,640.20	

**Overhead Rate:** 160.16%

**Fixed Fee: 14.10%**

**CLASSIFICATIONS:**

**= Principa**

SENV = Senior Environmental Scientist  
ENV = Environmental Scientist

ADM = Administrative

SENG = Associate/ Senior Engineer  
ENG = Engineer  
SDES = Senior Designer/Technician  
DES = Designer/Technician

GIS = GIS Specialist  
UD2 = User Defined 2  
UD3 = User Defined 3

## **Blended Rates Worksheet**

[illegible]

Input actual employee classification as designated by firm.

<sup>2</sup> Total of % Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for % Assigned".

## Direct Expenses

# Grand Island Bicycle and Pedestrian Master Plan

11

00956A

Grand Island, Hall

Ollson Associates

**Matt Rief PE**

308.384.8750/mnief@olsasonassociates.com

Allan Zaffir

Allan Zafft

308.389.0273/allanz@arand-island.com

100

1000

2/9/2017 (Revised v2 4/11/2017)

[illegible]

2011 Standard Rates*		Type	Rate
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51 /mi		
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.555 /mi		
Black and White Copies	Actual reasonable cost		
Color Copies	Actual reasonable cost		
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost		
Equipment	Actual reasonable cost		
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above		
Automobile Rental	Actual reasonable cost		
Air fare	Actual reasonable cost		
Lodging	Actual reasonable cost, giving the State all discounts		
Meals	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide, not to exceed \$104 in Omaha/Douglas County. Actual cost, not to exceed federal GSA reimbursement guidelines, currently:		
	Statewide	Omaha/Douglas County	
Breakfast	\$7.00	\$10.00	
Lunch	\$11.00	\$15.00	
Dinner	\$23.00	\$31.00	
Incidentals	\$5.00	\$5.00	
Totals	\$46.00	\$61.00	

\* A full list of rates can be found at the following website: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)

### Consultant Independent Cost Estimate Direct Expenses



## NEPA Categorical Exclusion and Preliminary Engineering Project Cost

**Project Name: Grand Island Bicycle and Pedestrian Master Plan**

**Project Number:**

Control Number: 00956A

**Location (City, County):** Grand Island, Hall

**Firm Name:** Olsson Associates

**Consultant Project Manager:** Matt Rief PE

**Phone/Email:** 308.384.8750/mir@olsscnaassociates.com

**LPA Responsible Charge:**

**Phone/Email:** 308.389.0273/allanz@grand-island.com

**NDOR Project Coordinator:**

**Phone/Email:**

Date: 2/9/2017 (Revised\_v2 4/11/2017)

Direct Labor Costs:		Hours	Rate	Amount
<b>Personnel Classification</b>				
Principal				
Senior Environmental Scientist				
Environmental Scientist				
Associate/ Senior Engineer	47	\$50.60	\$2,378.20	
Engineer	58	\$39.00	\$2,262.00	
Senior Designer/Technician				
Designer/Technician				
Administrative				
GIS Specialist				
<b>TOTALS</b>	105			\$4,640.20
<b>Direct Expenses:</b>				
Subconsultants				Amount
Printing and Reproduction Costs				
Mileage/Travel				
Lodging/ Meals				
Other Miscellaneous Costs				
<b>TOTALS</b>				
<b>Total Project Costs:</b>				
Direct Labor Costs				Amount
Overhead @	176.96%			\$4,640.20
Total Labor Costs				\$8,211.30
Fixed Fee @	10.00%			\$12,851.50
Direct Expenses				\$1,285.15
<b>PROJECT COST</b>				\$14,136.65



# NEPA Categorical Exclusion and Preliminary Engineering Cost by Task

Project Name: **Grand Island Bicycle and Pedestrian Master Plan**  
Project Number: **00956A**  
Control Number: **Grand Island Hall**  
Location (City, County): **Olsson Associates**  
Firm Name: **Matt Rief PE**  
Consultant Project Manager: **308.384.8750/mrrief@olssonassociates.com**  
Phone/Email: **Allan Zaitz**  
LPA Responsible Charge: **308.389.0273/allanz@grand-island.com**  
Phone/Email:   
NDOR Project Coordinator:   
Phone/Email:   
Date: **2/9/2017 (Revised v2 4/11/2017)**

Tasks	Total Hours	Direct Labor Cost	Overhead 176.95%	Fixed Fee 10.00%	Total Project Cost
<b>For Engineering Services:</b>					
1. Mobilization and Stakeholder Engagement	6	\$280.40	\$496.20	\$77.66	\$854.26
2. Bicycling and Pedestrian Environment					
3. System Concept	14	\$592.40	\$1,048.31	\$164.07	\$1,804.78
4. Support Facilities	7	\$319.40	\$565.21	\$88.46	\$973.07
5. Barriers	2	\$101.20	\$179.08	\$28.03	\$308.31
6. System Design and Infrastructure Details	29	\$1,247.00	\$2,206.69	\$345.37	\$3,799.06
7. Implementation	37	\$1,651.80	\$2,923.03	\$457.48	\$5,032.31
8. Support Systems					
9. Final Report	10	\$448.00	\$792.78	\$124.08	\$1,364.86
Direct Expenses					
<b>TOTAL</b>	<b>105</b>	<b>\$4,540.20</b>	<b>\$8,211.30</b>	<b>\$1,285.15</b>	<b>\$14,136.65</b>

Consultant Independent Cost Estimate  
Cost by Task

**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Cost Plus Fixed Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed plus a fixed fee for profit in accordance with Section 4. PAYMENTS.

**2. TOTAL AGREEMENT AMOUNT**

For completion of the services as outlined in this Agreement, Consultant will be paid up to the following amounts:

\$ 73,933.86 for actual services performed and direct expenses.

\$ 5,885.42 for a fixed fee for profit

\$ 79,819.28 total agreement amount. Consultant's total compensation shall not exceed this maximum amount without prior written approval of State.

**3. FIXED FEE FOR PROFIT**

The fixed fee for profit is computed upon the negotiated direct labor and overhead costs.

The fixed fee for profit is not allowable upon direct non-labor costs. For each invoicing period, the fixed fee for profit is calculated by multiplying the sum of the actual direct labor and overhead costs invoiced by the negotiated fee for profit rate of 14.10%. Upon completion of the services outlined in this Agreement, the Consultant may invoice the State any remaining fixed fee for profit not previously invoiced, up to the maximum fixed fee for profit of \$5,885.42. The total fixed fee for profit eligible to be paid to consultant does not vary with actual costs, but may be increased or decreased as a result of scope changes in the agreement. If all of the services under this agreement are not completed for any reason, the fixed fee for profit may be adjusted based on the State's determination of the actual percentage of services completed.

**4. ALLOWABLE COSTS**

Payment for Services under this Agreement will be made based on the payment method identified in Section 1. PAYMENT METHOD, up to the maximum amount identified in Section 2. TOTAL AGREEMENT AMOUNT. Allowable costs include direct labor costs, Subconsultant costs, and other direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

2) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA; Special insurance premiums if required solely for this Agreement; Subconsultant costs (includes Subconsultant's wages and direct non-labor costs); Such other allowable items as approved by LPA.*

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If for reasons of practicality, Consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.
- 2) Subconsultant costs may not exceed the costs shown on the attached Consultant's Fee Proposal for each Subconsultant unless agreed upon by the Consultant and LPA. Subconsultant costs (labor and direct non-labor costs) must have the same level of documentation as required for Consultant.
- 3) The following direct non-labor costs will be reimbursed at actual costs, not to exceed the rates as shown below.
  - a) **TRANSPORTATION** – Automobile rentals, air fares, and taxi/shuttle transportation will be actual reasonable cost and if discounts are applicable, the Consultant shall give LPA the benefit of all discounts. Receipts must be submitted with invoices.
  - b) **MILEAGE** – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:
    - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use, or
    - (ii) The prevailing standard rate as established by the IRS.
  - c) **LODGING** – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA the benefit of all lodging discounts. Receipts must be submitted with invoices.
  - d) **MEALS** – The reimbursement for meals will be limited to the prevailing standard rate as indicated on the GSA website noted above. Expenses for alcoholic beverages are not allowed. Consultant shall give LPA the benefit of all meal discounts.
    - (i) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

      - Employee is required to depart at or before 6:30 a.m., or

- Employee is on overnight travel.

Lunch:

- Employee must be on overnight travel. No reimbursement for same day travel.
- Employee is required to leave for overnight travel at or before 11:00 a.m., or
- Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m, or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

(ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

(iii) Meal receipts must itemize all food and drink purchased. A credit card receipt alone is not sufficient documentation.

(iv) Reimbursement for meal gratuities/tips will be whatever is usual, or customary, but will not exceed 20 percent.

C) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures). Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases that occur during the project period will not be cause for an increase in the maximum amount established in this agreement.

## **5. INVOICES AND PROGRESS REPORTS**

A. Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

B. Consultant shall promptly submit invoices to LPA, no more frequently than monthly. Invoices must present actual direct labor, Subconsultant costs and other direct non-labor costs, and actual overhead, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. State law may prohibit the payment of an invoice that includes charges for services rendered more than two (2) years prior to State's receipt of the invoice.

C. Content of Invoice Package

1) Consultant's Invoice:

- i. The first page of an invoice must have an invoice number, invoice date, and an invoicing period (beginning date and ending date of services.

- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
- iii. Direct non-labor expenses:
  - 1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
  - 2. Travel-related expenses must be summarized and submitted on DR Form 163 (see below). Supporting receipts, except meal receipts, must be submitted with DR Form 163 when invoicing for these expenses. All supporting receipts, including meal receipts, must be kept as required in Section 16. CONSULTANT COST RECORD RETENTION. State or LPA may request submittal of meal receipts for auditing purposes during invoicing.
  - iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.
- 2) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (DR Form 162). This form is available on the Department of Roads' website at <http://roads.nebraska.gov/business-center/consultant/>.
- 3) Travel Log: If invoice contains any travel-related expenses, a completed "Invoice Travel Log" (DR Form 163) must be submitted with the invoice package. This form available on the Department of Roads' website. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as DR Form 163. The Travel Log must document the employee name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.
- 4) Progress Report: A Progress Report must accompany the invoice package and document Consultant's work during the service period. If an invoice is not submitted monthly, a Progress Report must be submitted at least quarterly, either with an invoice or, if Consultant does not submit an invoice, via email to LPA and State's Project Coordinator. Progress Report must include, but is not limited to, the following:
  - i. A description of the Services completed for the service period to substantiate the invoiced amount.
  - ii. A description of the Services anticipated for the next service period
  - iii. Listing of information Consultant determines is needed from LPA
  - iv. Percent of Services completed to date
- D. All invoice packages (invoice, progress report, required DR Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://www.roads.nebraska.gov/business-center/consultant/onbase-help/>.

**6. PROGRESS PAYMENTS**

State, on LPA's behalf, will pay Consultant upon receipt of Consultant's invoice and determination by LPA and State that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**7. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract (including second tier subcontracts) for work. The "Prompt Payment Clause" will require payment to all subconsultants for all work completed, within twenty (20) calendar days of receipt of progress payments from the State for said work. The "Prompt Payment Clause" will also stipulate the return of retainage within thirty (30) calendar days after the subconsultants achieves the specified work as verified by payment from the State. Failure by Consultant to carry out the requirements of the "Prompt Payment Clause" and/or timely return of any retainage, without just cause, is a material breach of this Agreement, which may result in the State withholding payment from Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as the State deems appropriate.

Consultant may withhold payment only for just cause and must notify the NDOR, in writing, of its intent to withhold payment prior to actually withholding payment. Consultant shall not withhold, delay or postpone payment without first receiving written approval from the State.

**8. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of LPA and State, at Consultant's sole cost.

**9. FINAL INVOICE AND PAYMENT**

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, it should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by State, the most recent year's accepted rate should be applied. Upon receipt of final invoice and determination by LPA and State that the invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns,

for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**10. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice, the Consultant must complete and submit to the LPA a Notification of Completion Form (DR Form 39). The form is available on the Department of Roads' website at <http://roads.nebraska.gov/business-center/consultant/> and must be submitted electronically in accordance with the instructions on the form.

**11. INELIGIBLE COSTS**

LPA is not responsible for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in SECTION 6. NOTICE TO PROCEED AND COMPLETION SCHEDULE of this Agreement or as approved in writing by LPA.

**12. FEDERAL COST PRINCIPLES**

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process outlined in Exhibit "Dispute Resolution" shall be used by the parties. For performance of Services as specified in this Agreement, State, on LPA's behalf, will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

**13. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Consultant shall require any Subconsultant to notify Consultant if at any time the Subconsultant determines that its costs will exceed its negotiated fee estimate (over-run). Consultant shall not allow any Subconsultant costs to over-run without prior written approval of the LPA. Consultant understands that the amount of any Subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless prior written approval is obtained from LPA and, when applicable, Federal Highway Administration (FHWA).

**14. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,



- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services.

Consultant must receive written approval from LPA before proceeding with the out-of-scope services. Before written approval will be given by LPA, LPA must determine that the situation meets the following criteria:

- A. The out-of-scope services are not within the original Scope of Services and additional work effort is required;
- B. The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
- C. It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – DR Form 251 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads' website at <http://roads.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

#### **15. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

#### **16. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

#### **17. CONSULTANT COST RECORD RETENTION**

Consultant shall maintain all books, documents, papers, detailed receipts, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three (3) years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any



**EXHIBIT "B"**  
**FEEES AND PAYMENTS**

authorized representative of the federal government, and when requested, Consultant shall furnish copies.

**A. Consultant agrees to:**

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

**B. General Liability –**

(1) Limits of at least:

- a. \$ 1,000,000 Per Occurrence
- b. \$ 2,000,000 General Aggregate
- c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
- d. \$ 1,000,000 Personal/Advertising Injury

(2) Consultant shall be responsible for the payment of any deductibles.

(3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.

(4) General Aggregate to apply on a Per Project Basis.

(5) LPA and the State of Nebraska, Department of Roads ("State") shall be named as Additional Insureds on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.

(6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

(7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.

(8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

(9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.

(10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

**C. Pollution Coverage –**

(1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.

(2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of

Consultant.

**D. Automobile Liability –**

- (1) Limits of at least:
  - a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

**E. Workers' Compensation –**

- (1) Limits: Statutory coverage for the State where the project is located.
- (2) Employer's Liability limits:
  - a. \$100,000 Each Accident
  - b. \$100,000 Disease – Per Person
  - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State must be added to, or included in, the policy

**F. Professional Liability –**

- (1) Limits of at least:
  - a. \$ 1,000,000 Per Claim
  - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

**G. Electronic Data and Valuable Papers –**

- (1) Limits of at least:
  - a. \$100,000 Electronic Data Processing Data and Media
  - b. \$25,000 Valuable Papers

**H. Umbrella/Excess –**

- (1) Limits of at least:
  - a. \$ 1,000,000 Per Occurrence
  - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be provided.

**I. Additional Requirements –**

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS FOR**  
**PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)**

insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancellation or termination to LPA and State by mail to the address listed below (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Roads  
Construction Division – Insurance Section  
1500 Highway 2, P. O. Box 94759  
Lincoln, NE 68509-4759  
Facsimile No. 402-479-4854

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The limits of coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility or liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

RESOLUTION 2017-150

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal Funds; and

WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-Aid project; and

WHEREAS, federal participation will be approximately \$80,000 and local participation will be approximately \$16,000 (\$8,000 from Food & Beverage tax and \$8,000 from general funds); and

WHEREAS, the City of Grand Island and RDG Planning and Design wish to enter into a Professional Services Agreement to provide professional services for the Federal-Aid project; and

WHEREAS, by the City Council of the City of Grand Island that:

Jeremy L. Jensen, Mayor of the City of Grand Island, is hereby authorized to sign the attached professional services agreement between the City of Grand Island, Nebraska and RDG Planning & Design.

NDOR Project Number: PL-1(54)

NDOR Control Number: 00956A

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

The City Council of the City of Grand Island, Nebraska

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

Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent \_\_\_\_\_

Resolution adopted, signed and billed as adopted

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

Attest:

\_\_\_\_\_  
Nikki Stoltenberg, City Clerk Pro Tem

Approved as to Form	<input type="checkbox"/>
May 19, 2017	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-9

**#2017-151 - Approving Bid Award for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A**

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

# **Council Agenda Memo**

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

**Meeting:** May 23, 2017

**Subject:** Approving Bid Award for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A

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

## **Background**

On April 19, 2017 the Engineering Division of the Public Works Department advertised for bids for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A.

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations are related to old clay tile pipe and or damaged / dilapidated manholes.

## **Discussion**

Three (3) bids were received and opened on May 4, 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.

<b><i>BID SECTION</i></b>	<b><i>THE DIAMOND ENGINEERING CO. OF GRAND ISLAND, NE</i></b>	<b><i>VAN KIRK BROS. CONTRACTING OF SUTTON, NE</i></b>	<b><i>MYERS CONSTRUCTION, INC. OF BROKEN BOW, NE</i></b>
Section "A"	\$196,396.53	\$225,078.00	\$364,939.00
Section "B"	\$107,983.63	\$130,600.50	\$186,099.00

Grand Total:                      \$304,380.16                      \$355,678.50                      \$551,038.00

This project consists of three (3) critical sanitary sewer point repairs and three (3) manhole replacements needed on Phoenix Avenue and on Locust Street, as well as two (2) critical sanitary sewer point repairs needed on Stolley Park Road. These areas are experiencing chronically high levels of infiltration and inflow, and infrastructure deterioration. The high infiltration and inflow on Stolley Park Road is contributing to over-burdening within the South Interceptor.

## **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 total amount of \$304,380.16.

## **Sample Motion**

Motion to approve the bid award.





Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** May 4, 2017 at 2:00 p.m.

**FOR:** Sanitary Sewer Collection System Rehabilitation – Various Locations Project No. 2017-S-2A

**DEPARTMENT:** Public Works

**ESTIMATE:** \$500,000.00

**FUND/ACCOUNT:** 53030055-85213-53009

**PUBLICATION DATE:** April 19, 2017

**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<b><u>Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Van Kirk Bros. Contracting</u></b> Sutton, NE
<b>Bid Security:</b>	Universal Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Section A:</b>	\$196,396.53	\$225,078.00
<b>Section B:</b>	\$107,983.63	\$130,600.50

<b>Bidder:</b>	<b><u>Myers Construction Inc.</u></b> Broken Bow, NE
<b>Bid Security:</b>	Inland Insurance Co.
<b>Exceptions:</b>	None
<b>Bid Price:</b>	
<b>Section A:</b>	\$364,939.00
<b>Section B:</b>	\$186,099.00

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Tara Bevard, Wastewater Project Manager

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director

**P1967**

RESOLUTION 2017-151

WHEREAS, the City of Grand Island invited sealed bids for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on May 4, 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 \$304,380.16; and

WHEREAS, The Diamond Engineering Company's bid for such project is considered fair and reasonable.

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 \$304,380.16 for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A 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, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	☐ _____
May 19, 2017	☐ City Attorney



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-10

**#2017-152 - Approving Amendment No. 1 to 2016 Storm Water Management Plan Program Grant**

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

# **Council Agenda Memo**

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

**Meeting:** May 23, 2017

**Subject:** Approving Amendment No. 1 to 2016 Storm Water Management Plan Program Grant

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

## **Background**

On January 10, 2017, via Resolution No. 2017-8, City Council approved the acceptance of funding from the Nebraska Department of Environmental Quality (NDEQ) for the Storm Water Management Plan Program grant in the amount of \$30,933.55.

The City has received funds from this storm water grant program each year since July 2007 for a total of \$787,405.25 to date.

<i>FISCAL YEAR</i>	<i>GRANT AMOUNT RECEIVED</i>
2007	\$93,807.00
2008	\$93,806.70
2009	\$94,849.00
2010	\$92,849.00
2011	\$88,659.00
2012	\$73,978.00
2013	\$73,978.00
2014	\$73,978.00
2015	\$70,567.00
2016	\$30,933.55
<b><i>TOTAL GRANT DOLLARS RECEIVED</i></b>	<b><i>\$787,405.25</i></b>

The past grant funds have been used for activities such as educating the public, developers/contractors of the requirements of the permit; storm sewer stenciling; dry weather inspections; municipal evaluations and facility run-off control planning; mapping of the storm sewer system; inspection of detention cells, and implementing Best Management Practices (BMP's) at City owned facilities. Additionally, the grant funds have purchased a vehicle, GPS equipment, printer/plotter and various water sampling equipment.

## **Discussion**

The City of Grand Island was notified by NDEQ of distribution of remaining 2016 funds for the Storm Water Management Plan (SWMP) grant program. These funds were originally held due to the possible budget cuts the State proposed. Storm Water Management Plan Program Intergovernmental Agreement Amendment provides an additional \$27,510.00, resulting in a total grant amount of \$58,443.55, for the City to continue with this plan. An additional 20% match, or \$5,502.00, for the project is required and will be provided by the Public Works Department through staff time. The deadline for the City to accept these additional funds is June 8, 2017. Grant work under this program must be completed by June 30, 2018.

The funds from this grant are being used for additional mapping of the storm sewer system, finalizing and implementing the construction (erosion/sediment control) program, wet weather sampling and supporting education efforts through various media forms, as they are available.

## **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**

Public Works Administration recommends that the Council approve a resolution directing the Mayor to sign the Intergovernmental Agreement.

## **Sample Motion**

Motion to approve the resolution.

# NEBRASKA

Good Life. Great Environment

DEPT. OF ENVIRONMENTAL QUALITY



May 12, 2017

Mr. Terry Brown  
City of Grand Island  
PO Box 1968  
Grand Island, NE 68802-1968

Re: 2016 Storm Water Management Plan Grant Amendment

Dear Mr. Brown,

The Nebraska Department of Environmental Quality (NDEQ) is preparing to release the remaining 2016 funds for the Storm Water Management Plan (SWMP) Grant Program. Enclosed you will find an amendment to your 2016 SWMP Grant Intergovernmental Agreement which states the additional amount of funds you have been awarded. We request that you please have the corresponding city official sign the amendment, then scan it and return via email **no later than June 8, 2017**. Please email this signed amendment to [robert.parker@nebraska.gov](mailto:robert.parker@nebraska.gov).

If you have problems getting your amendment signed by the date above, please contact us to discuss options. We want to work with you to distribute the remaining grant funds and our goal is to accomplish this by June 25th. For signing issues or any other questions, please do not hesitate to contact me by phone at (402) 471-2875 or via email at [robert.parker@nebraska.gov](mailto:robert.parker@nebraska.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Parker", with a long horizontal line extending to the right.

Robert Parker  
SWMP Grant Coordinator

Enclosure

Department of Environmental Quality

813 16th Street  
1200 N. Street, Suite 400  
Lincoln, Nebraska 68502-9917

[deq.ne.gov](http://deq.ne.gov)

Jim Macy, Director

OFFICE 402-471-2186 FAX 402-471-2909  
[info@nebraska.gov](mailto:info@nebraska.gov)

**INTER-GOVERNMENTAL AGREEMENT AMENDMENT**

**Between the  
Nebraska Department of Environmental Quality  
and the  
City of Grand Island  
Regarding the Implementation of the  
Storm Water Management Plan Program  
NDEQ Reference Number: 2016-65404329**

This INTERGOVERNMENTAL AGREEMENT AMENDMENT is intended to increase the amount of the Agreement between the Nebraska Department of Environmental Quality (NDEQ) and the City of Grand Island (Sponsor).

NOW, THEREFORE, the parties do hereby agree to the following amendment:

The amount of 2016 Storm Water Management Plan Program Grant funds awarded shall be increased by **\$27,510.00** from **\$30,934.00** to a total of **\$58,444.00**, and a total nonfederal match of at least **\$11,689.00**, to be used to implement the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

IN WITNESS WHEREOF, the parties hereto have executed this amendment, which shall become effective immediately after being acknowledged and then signed in consent, by both Agreement Administrators, below.

**Nebraska Department of Environmental Quality**

BY: 

DATE: 5-10-2017

Dennis Burling, Deputy Director

**City of Grand Island**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Jeremy Jensen, Mayor

Permit#: NER300010

RESOLUTION 2017-152

WHEREAS, on January 10, 2017, via Resolution No. 2017-8, City Council approved the acceptance of funding from the Nebraska Department of Environmental Quality (NDEQ) for the Storm Water Management Plan Program grant in the amount of \$30,933.55; and

WHEREAS, the City of Grand Island has been notified of distribution of remaining 2016 funds for the Storm Water Management Plan (SWMP) grant program; and

WHEREAS, the City Grand Island is entitled to an additional \$27,510.00, resulting in a total grant amount of \$58,443.55, for the City to continue with this plan; and

WHEREAS, the City of Grand Island is required to match 20% of such additional funds, or \$5,502.00, for the project; which will be provided by the Public Works Department through staff time; and

WHEREAS, the Nebraska Department of Environmental Quality's deadline for the signed agreement amendment is June 8, 2017; and

WHEREAS, funds will be awarded to the City upon execution and submission of the grant amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to accept the additional funding from the Nebraska Department of Environmental Quality, for the Storm Water Management Plan Program Grant.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute such grant intergovernmental agreement amendment and other documentation on behalf of the City Of Grand Island for such grant purposes.

---

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	☐ _____
May 19, 2017	☐ City Attorney





# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-11

**#2017-153 - Approving City Performance Measures for Transit Asset Management (TAM)**

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

# **Council Agenda Memo**

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

**Meeting:** May 23, 2017

**Subject:** Approving City Performance Measures for Transit Asset Management (TAM)

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

## **Background**

As a result of the City's status as a metropolitan statistical area, the City became eligible for receipt of urban transportation funds for public transit services from the United States Department of Transportation, Federal Transit Administration. Commencing July 1, 2016, public transportation trips originating or terminating within the urbanized area of the City of Grand Island must be funded utilizing urban transportation funds from the Federal Transit Administration.

The Moving Ahead for Progress in the 21<sup>st</sup> Century Act required the US Secretary of Transportation to develop rules to establish a system to monitor and manage public transportation assets, to improve safety and increase reliability and performance, and to establish performance measures; with the Fixing America's Surface Transportation Act reaffirming this requirement.

The Transit Asset Management (TAM) Final Rule 49 CFR Part 625 became effective October 1, 2016 and established the following State of Good Repair (SGR) performance measures for capital assets:

<b><i>ASSETS</i></b>	<b><i>PERFORMANCE MEASURE</i></b>
Equipment (non-revenue support service and maintenance vehicles)	Percentage of vehicles met or exceeded Useful Life Benchmark (ULB)
Rolling Stock (revenue vehicles by mode)	Percentage of vehicles met or exceeded ULB
Infrastructure (only rail fixed-guideway, track, signals, and system)	Percentage of assets in SGR
Facilities (maintenance and administrative facilities; and passenger stations (building) and parking facilities)	Percentage of assets with condition rating below 3.0 on the Federal Transit Administration Transit Economic Requirements Model (TERM) scale

The regulations apply to all Transit Providers that are recipients or subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 and own, operate, or manage transit capital assets used in the provision of public transportation. Transit providers were required to establish SGR performance targets by January 1, 2017.

In December 2016, the deadline of January 1, 2016 came to the attention of City staff. Since the City is the recipient of urban transportation funds, performance targets must be established. According to the TAM Final Rule, the City has the option to support a State Transit Asset Management (TAM) target or establish its own target. City staff agreed to support the TAM targets of the Nebraska Department of Roads (NDOR). The NDOR TAM targets were provided to the City on December 29, 2016 to comply with the deadline.

After the transit provider and/or State establish performance targets, metropolitan planning organizations must establish performance targets within 180 days, or by June 30, 2017. The Policy Board of the Grand Island Area Metropolitan Planning Organization (GIAMPO) adopted the MPO targets for TAM performance measures on May 23, 2017. The MPO targets are the same targets established by NDOR and the City.

### **Discussion**

The City of Grand Island is the transit provider for the Grand Island Urbanized Area and has the option to support a State Transit Asset Management (TAM) target or establish its own TAM target. City staff agreed to support the TAM targets of NDOR, which are the following:

<b><i>CATEGORY</i></b>	<b><i>CLASS</i></b>	<b><i>DEFAULT *ULB</i></b>	<b><i>PERFORMANCE TARGET</i></b>
Rolling Stock	Cutaway bus	10 years	50% of fleet exceeds default ULB
	Minivan	8 years	50% of fleet exceeds default ULB
	Van	8 years	50% of fleet exceeds default ULB
Equipment	Automobile	8 years	75% of fleet exceeds default ULB
Facilities	Admin/Storage	40 years	70% of facilities rated under 3.0 on TERM scale

TAM targets must be reset each year by a transit provider. There is no penalty for missing a target and there is no reward attaining a target.

### **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 City Performance Measure for Transit Asset Management (TAM).

### **Sample Motion**

Move to approve the resolution.

## RESOLUTION 2017-153

WHEREAS, the City of Grand Island, is the designated recipient of urban transportation funds for public transit service to the Grand Island Urbanized Area from the United States Department of Transportation, Federal Transit Administration; and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) required the U.S. Secretary of Transportation to develop rules to establish a system to monitor and manage public transportation assets, to improve safety and increase reliability and performance, and to establish performance measures, and the Fixing America's Surface Transportation (FAST) Act reaffirmed this requirement; and

WHEREAS, the Transit Asset Management (TAM) Final Rule 49 CFR Part 625 became effective October 1, 2016 and established the following state of good repair (SGR) performance measures for capital assets:

<b>Assets</b>	<b>Performance Measure</b>
Equipment (non-revenue support service and maintenance vehicles)	Percentage of vehicles met or exceeded Useful Life Benchmark (ULB)
Rolling Stock (revenue vehicles by mode)	Percentage of vehicles met or exceeded ULB
Infrastructure (only rail fixed-guideway, track, signals, and system)	Percentage of assets in SGR
Facilities (maintenance and administrative facilities; and passenger stations (buildings) and parking facilities)	Percentage of assets with condition rating below 3.0 on the Federal Transit Administration Transit Economic Requirements Model (TERM) scale

WHEREAS, transit providers have three months from the effective date of the TAM Final Rule to set the SGR targets for the next fiscal year. Therefore, the initial targets must be set by January 1, 2017, and then every fiscal year thereafter; and

WHEREAS, the City of Grand Island is the transit provider for the Grand Island Urbanized Area. Since the City of Grand Island is categorized as a Tier II provider according to the TAM Final Rule, the City of Grand Island has the option to support a State TAM target or establish its own TAM target. The TAM targets for the Nebraska Department of Roads are the following:

Category	Class	Default *ULB	Performance Target
Rolling Stock	Cutaway bus	10 years	50% of fleet exceeds default ULB
	Minivan	8 years	50% of fleet exceeds default ULB
	Van	8 years	50% of fleet exceeds default ULB
Equipment	Automobile	8 years	75% of fleet exceeds default ULB
Facilities	Admin/Storage	40 years	70% of facilities rated under 3.0 on TERM scale

NDOR Performance Targets (set January 1, 2017). The performance targets are subject to change.

WHEREAS, the City of Grand agreed to establish City targets for TAM performance measures which are the same targets established by NDOR; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Targets for Transit Asset Management (TAM) Performance Measures is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form    ☐ \_\_\_\_\_  
May 19, 2017                ☐ City Attorney



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item G-12

**#2017-154 - Approving Change Order #1 with Platte River Designs  
for Vinyl Sea Wall Construction - Sucks Lake South Shore**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

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

**Meeting:** May 23, 2017

**Subject:** Approve Change Order No. 1; to Platte River Designs of Columbus, Nebraska for the Construction of a Vinyl Seawall at Sucks Lake

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

## **Background**

On March 14, 2017 City Council approved, by Resolution 2017-77, the bid award to Platte River Designs to build a vinyl seawall on the south shore of Sucks Lake in the amount of \$137,780.00. The seawall will protect the lake shore from further erosion, improve access for fishing, and enhance the overall aesthetics of the lake.

## **Discussion**

With closer inspection of the project, Platte River Designs recommended some contract additions that were not listed in the original bid specifications that would improve the function and longevity of the seawall.

Add 20 feet of seawall on the east side of the lake	\$3,320.00
Redo failing block wall that connects seawall to the west	<u>\$ 900.00</u>
<b>Change Order No. 1 Total</b>	<b>\$4,220.00</b>

## **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 Change Order No. 1 for the Sucks Lake Seawall Project in the amount of \$4,220.00. Doing so will increase the total amount of the contract with Platte River Designs to \$142,000.00.

### **Sample Motion**

Move to approve Change Order No. 1 to Platte River Designs of Columbus, Nebraska for the construction of a vinyl seawall at Sucks Lake.



*Working Together for a  
Better Tomorrow, Today.*

**CHANGE ORDER #1**

TO: **Platte River Designs**  
**715 2<sup>nd</sup> St**  
**Columbus, NE 68601**

PROJECT: **Vinyl Sea Wall Construction – Sucks Lake South Shore**

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

- |  |                     |
|--|---------------------|
| 1. Add an additional 20 feet of seawall                      | increase \$3,320.00 |
| 2. Redo failing block wall that connects seawall to the west | increase \$ 900.00  |

---

<b>The original Contract Sum</b>	<b><u>\$ 137,780.00</u></b>
----------------------------------	-----------------------------

<b>Previous Change Order Amount</b>	<b><u>\$ 0.00</u></b>
-------------------------------------	-----------------------

<b>The Contract Sum is increased by this Change Order</b>	<b><u>\$ 4,220.00</u></b>
---	---------------------------

<b>The total modified Contract Sum to date</b>	<b><u>\$142,000.00</u></b>
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**The Contract Time is unchanged.**

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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: **Platte River Designs**

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

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

RESOLUTION 2017-154

WHEREAS, on March 14, 2017 by Resolution 2017-77, the City Council of the City of Grand Island awarded Platte River Designs of Columbus, Nebraska, the bid in the amount of \$137,780.00, for the Vinyl Sea Wall Construction at Sucks Lake South Shore; and

WHEREAS, it has been determined by adding an additional 20 ft. of seawall and redoing a failing block wall will improve the function and longevity of the seawall; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$4,220.00 for a revised contract price of \$142,000.00.

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. 1 between the City of Grand Island and Platte River Designs of Columbus, Nebraska to provide the modifications set out as follows:

Add additional 20 feet of seawall.....\$3,320.00  
Redo failing block wall that connects seawall to the west.....\$ 900.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	▣ _____
May 19, 2017	▣ City Attorney



# **City of Grand Island**

**Tuesday, May 23, 2017**

**Council Session**

## **Item H-1**

**Consideration of Forwarding Blighted and Substandard Area #24  
(TAM, LLC) to the Hall County Regional Planning Commission**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** May 23, 2017

**Subject:** Proposed Blighted and Substandard Area #24

**Item #'s:**

**Presenter(s):** Chad Nabity, Director Grand Island CRA

## **Background**

Enclosed you will find a copy of a Substandard and Blight Study as prepared for TAM LLC by Marvin Planning Consultants. This study is for approximately 0.74 acres of property in north central Grand Island located north of Faidley Avenue and east of Howard Avenue across from St. Francis Medical Center. 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.

TAM LLC has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. If the blight and substandard designation is approved, a TIF application will likely be submitted for residential development on the property. 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 June 7, 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 TAM LLC 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. 24 in south central Grand Island as shown below. The study was prepared for 0.74 acres, all of which are in the Grand Island City Limits.

**Figure 1: Study Area Map**



Source: Hall County GIS and Marvin Planning Consultants 2017

Note: Lines and Aerial may not match.

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 May 1, 2017, 19.98% of the City has been declared blighted and substandard. Area 23 (pending) and Area 24 (this study) 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 24 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:



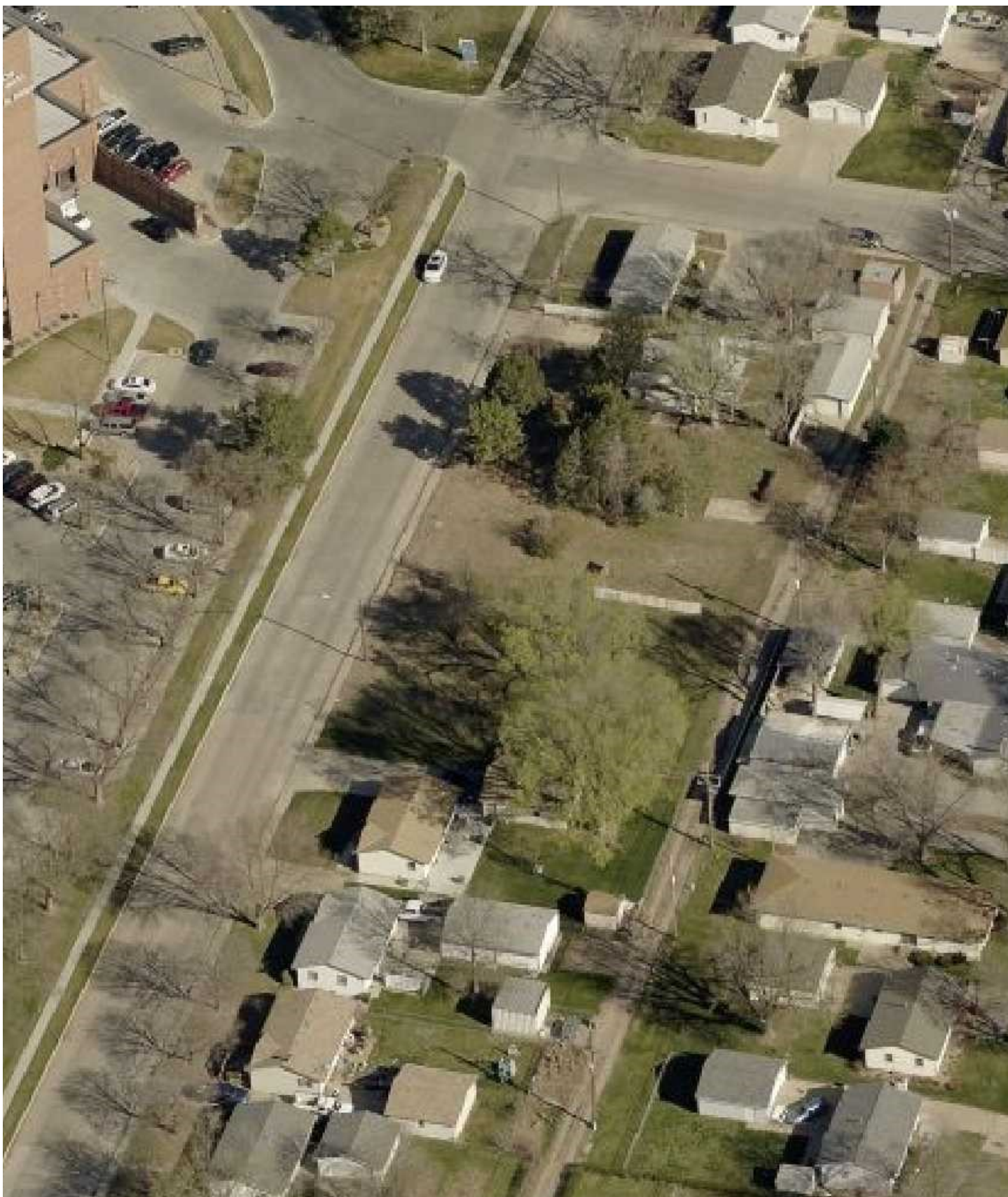
1. Move to forward the Study to the Planning Commission for its recommendation.
2. Move to not forward the Study to the Planning Commission for its recommendation.
3. Refer the issue to a committee.
4. Postpone the issue to future date.
5. Take no action on the issue.

### **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**

Motion to adopt resolution to forward the Study to the Planning Commission for their review and recommendation.



**Grand Island, Nebraska**  
**Blight and Substandard Study - Area 24**  
 Completed on behalf of: TAM LLC





**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 TAM LLC 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 containing, 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 Micro-blight include residential uses including accessory 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 West View Subdivision, plus the ½ of the Howard Avenue right-of-way (to the centerline of Howard Avenue), and ½ of the alley right-of-way.

## Study Area

Figure 1: Study Area Map



Source: Hall County GIS and Marvin Planning Consultants 2017

Note: Lines and Aerial may not match.

## 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. 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 - 2017

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0.16	100.0%	21.6%
Single-family	0.16	0.0%	21.6%
Multi-family	0	100.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	0	0.0%	0.0%
Industrial	0	0.0%	0.0%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0	0.0%	0.0%
Total Developed Land	0.16	100.0%	
Vacant/Agriculture	0.58		78.4%
<b>Total Area</b>	<b>0.74</b>		<b>100.0%</b>

Source: Marvin Planning Consultants 2017

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 single-family (21.6%) and land considered vacant accounts for only 78.4% of the total area.

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



Source: Marvin Planning Consultants, 2017

Note: Lines and Aerial may not match.

### **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.

#### ***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 (50.0%) structures rated as average
- 3 (50.0%) structure rated as badly worn



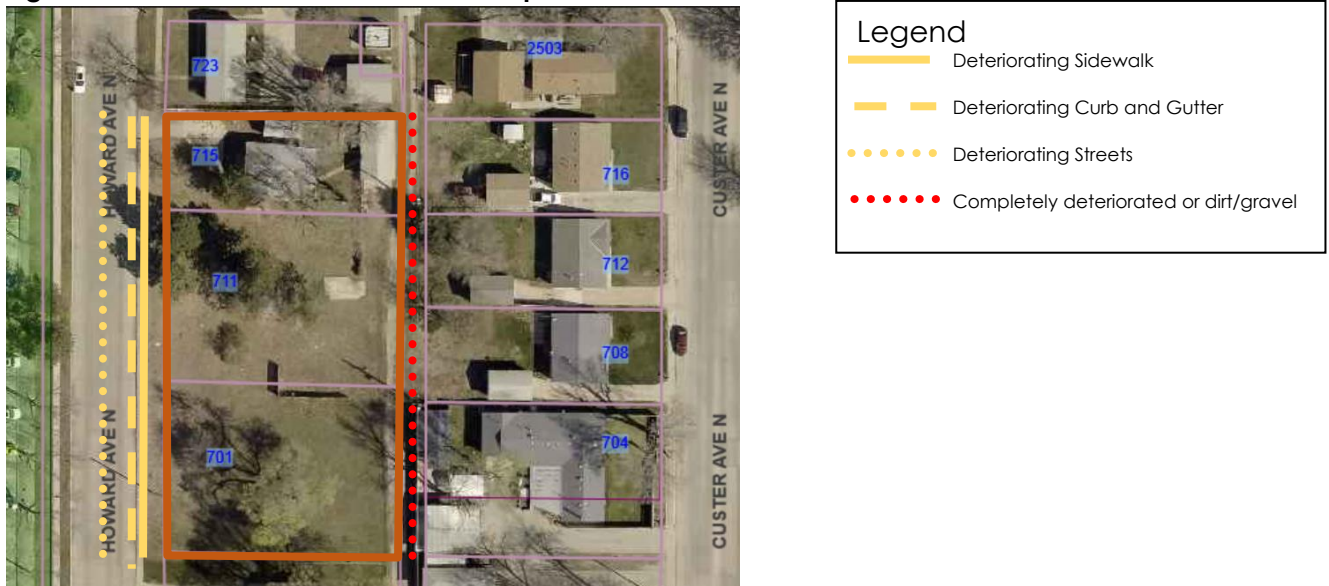
**Figure 3: Structural Conditions**

Source: Hall County Assessor and Marvin Planning Consultants 2017

Note: Lines and Aerial may not match.

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.

**Figure 4: Deterioration of Site or Other Improvements**

Source: Hall County GIS, Google Earth and Marvin Planning Consultants 2017

Note: Lines and Aerial may not match.



## Deterioration of Site or Other Improvements

### Site Improvements Conditions

The properties within the study area are accessed via Howard Avenue and an alley in the rear. In addition, the study area is served by a sidewalk located immediately behind the curb along Howard Avenue.

Based upon review of images of the study area, Figure 4 was created. The Figure indicates:

- 100% of the road surfaces serving this study area are deteriorating
- 100% of alley way is dirt/gravel
- 100% of the curb and gutter are in a deteriorating state
- 100% of the sidewalk is in a deteriorating state



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.

### 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.

**TABLE 2: AVERAGE STRUCTURAL AGE, BY METHOD - 2017**

	Number of Structures	Construction date	Age	Cumulative Age
	1	1931	86	86
	1	1984	33	33
	0			
<b>Total Cumulative</b>	<b>2</b>			<b>119</b>
<b>Average Age</b>				<b>59.5</b>

Source: Hall County Assessor's and Marvin Planning Consultants 2017

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

- 1 (50.0%) unit was determined to be 40 years of age or older
- 1 (50.0%) unit was determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 2, the average age of the primary structures is equal to 59.5 years; thus, meeting the requirements of the statutes.

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

**Figure 5: Unit Age Map**

Source: Hall County GIS, Hall County Assessor and Marvin Planning Consultants 2017

Note: Lines and Aerial may not match.

## **Blighting Summary**

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

### **Criteria under Part A of the Blight Definition**

- **Substantial number of deteriorating structures**
  - Within the study are 100.0% of the structures were deemed to be in either average or badly worn condition.
- **Deterioration of site or other improvements**
  - 100% of sidewalks are in a deteriorating condition
  - 100% of the curb and gutter along Howard Avenue is in a deteriorating condition
  - 100% of Howard Avenue is in a deteriorating condition
  - 100% of the alley is unpaved and is dirt/gravel
- **One-half of unimproved property is over 40 years old.**
  - The southern portion of the study has been within the corporate limits for over 40 years and is undeveloped.

### **Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years**
  - 1 (50.0%) buildings or improvements were determined to be 40 years of age or older
  - 1 (50.0%) buildings or improvements were determined to be less than 40 years of age
  - The average age based upon a cumulative age calculation is 59.5 years.

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

- Combination of factors which are impairing and/or arresting sound growth
- Stable or decreasing population based upon the last two decennial census
- 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.
- 
- 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/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 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.

**TABLE 3: AVERAGE STRUCTURAL AGE, BY CUMMULATIVE METHOD - 2017**

	Number of Structures	Construction date	Age	Cumulative Age
	1	1931	86	86
	1	1984	33	33
	0			
<b>Total Cumulative</b>	<b>2</b>			<b>119</b>
<b>Average Age</b>				<b>59.5</b>

Source: Hall County Assessor's and Marvin Planning Consultants 2017

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:

- 1 (50.0%) unit was determined to be 40 years of age or older
- 1 (50.0%) unit was determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 2, the average age of the primary structures is equal to 59.5 years; thus, meeting the requirements of the statutes.

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

**Figure 6: Unit Age Map**



Source: Hall County GIS, Hall County Assessor and Marvin Planning Consultants 2017

Note: Lines and Aerial may not match.

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## **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 #24**

Blight Study Area #24 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**
- **One-half of unimproved property is over 40 years old.**

### **Substandard Conditions**

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



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item I-1

**#2017-155 - Consideration of Approving CRA Area 23 Blighted and Substandard Study for 1.25 Acres located South of Memorial Drive and East of Vine Street (Tim Plate)**

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

Staff Contact: Chad Nabity

RESOLUTION 2017-155

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Tim Plate has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 23; and

WHEREAS, Marvin Planning Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, such study was presented to the Grand Island City Council on April 11, 2017, and

WHEREAS, on April 11, 2017, the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its May 3, 2017 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on May 23, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 23 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	☐ _____
May 19, 2017	☐ City Attorney



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item I-2

**#2017-135 - Approving Change Order #1 with Advantage  
Engineering for Transmission and Substation Engineering Services**

Staff Contact: Tim Luchsinger, Stacy Nonhof



# **Council Agenda Memo**

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

**Meeting Date:** May 23, 2017

**Subject:** Transmission and Substation Engineering Services –  
Advantage Engineering, Inc. - Change Order #1

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

## **Background**

On April 11, 2006, City Council approved a contract with Advantage Engineering, Inc., for Transmission and Substation Engineering Services. This contract was anticipated to last approximately ten years and cover the costs for the engineering design of a new substation, a new transmission line and several transmission line rebuilds. The last project under the scope of this contract was completed in March, 2017.

## **Discussion**

In order to complete the last project, Advantage Engineering had to go above the contracted amount of hours. The total amount for this change order is \$4,390.21. The original contract total was \$2,383,000.00. This raises the contract total to \$2,387,390.21.

## **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 award Change Order #1 to the Contract for Transmission and Substation Engineering Services to Advantage Engineering, Inc., in the amount of \$4,390.21, for a final contract amount of \$2,387,390.21.

## **Sample Motion**

Motion to approve Change Order #1 to the Contract for Transmission and Substation Engineering Services to Advantage Engineering, Inc., in the amount of \$4,390.21, for a final contract amount of \$2,387,390.21.



*Working Together for a  
Better Tomorrow. Today.*

**TO:** Advantage Engineering, Inc.  
769 Spirit of St. Louis Blvd  
Chesterfield, MO 63005

**PROJECT:** Contract for "Transmission Line and Substation Engineering Services"

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

1 Additional payment per the attached spreadsheet.

ADDITION \$4,390.21

<b>The original Contract Sum</b>	<u>\$2,383,000.00</u>
<b>Previous Change Order Amounts</b>	<u>\$</u>
<b>The Contract Sum is increased by this Change Order</b>	<u>\$ 4,390.21</u>
<b>The Contract Sum is decreased by this Change Order</b>	<u>\$</u>
<b>The total modified Contract Sum to date</b>	<u>\$ 2,387,390.21</u>

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 therein.

**APPROVED: CITY OF GRAND ISLAND**

By: \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to Form, City Attorney

**ACCEPTED: ADVANTAGE ENGINEERING, INC.**

By: 

Date 04/26/17

RESOLUTION 2017-135

WHEREAS, at the April 11, 2016 Council meeting, Council awarded the contract for Transmission and Substation Engineering Services to Advantage Engineering, Inc., of Chesterfield, Missouri, in the amount of \$2,383,000.00; and

WHEREAS, in order to complete the last project, Advantage Engineering had to go above the contracted amount of hours; and

WHEREAS, the required amount for the hours spent amounts to a cost of \$4,390.21; and

WHEREAS, as a result of this change, Change Order #1 was prepared for an additional \$4,390.21.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 for Transmission and Substation Engineering Services, is hereby approved, and the Mayor is hereby authorized to sign Change Order #1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

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

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form	▣ _____
May 19, 2017	▣ City Attorney



# City of Grand Island

Tuesday, May 23, 2017

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of May 10, 2017 through May 23, 2017**

*The Claims for the period of May 10, 2017 through May 23, 2017 for a total amount of \$6,839,678.50.  
A MOTION is in order.*

Staff Contact: Renae Griffiths