
City of Grand Island



Tuesday, May 14, 2013
Council Session Packet

City Council:

Linna Dee Donaldson
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Vaughn Minton
Mitchell Nickerson
Bob Niemann
Mike Paulick

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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.

Invocation - Pastor Chad Boling, First United Methodist Church, 4190 West Capital Avenue

Pledge of Allegiance

Roll Call

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.

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 14, 2013

Council Session

Item C-1

Recognition of Grand Island Senior High Students First Place Win at State Competition in Teamworks at the Nebraska State SkillsUSA Conference

The Mayor and City Council will recognize Grand Island Senior High Students: Brandon Gawrych, Max Geiger, Colton Durham, Neri Perez, and Coach Brett Forsman for their first place win in Teamworks (Construction) at the Nebraska State SkillsUSA Competition. They will be going on to the National Competition in Kansas City.

SkillsUSA is an organization that is focused on preparing students for their future careers. It provides a quality education experience for students in leadership, teamwork, citizenship and character development. It builds and reinforces self-confidence, work attitudes and communications skills and emphasizes total quality at work-high ethical standards, superior work skills, life-long education, and pride in the dignity of work.

We congratulate the Grand Island Senior High students and their Coach Brett Forsman for a job well done and wish them much success in the National Competition in Kansas City.

Staff Contact: Mayor Jay Vavricek

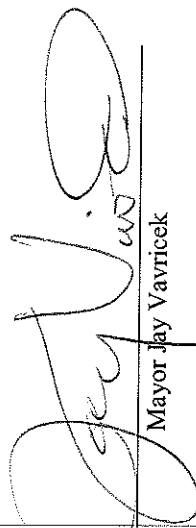


Certificate of Recognition

Awarded to

**“Grand Island Senior High
SkillsUSA Team”**

and Coach Brett Forsman for placing first in Teamworks at the Nebraska State SkillsUSA Competition.


Mayor Jay Vavricek


City Administrator Mary Lou Brown


City Clerk RaNaë Edwards



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 2391 S. North Road - Chief Industries

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: May 14, 2013

Subject: Acquisition of Utility Easement – 2391 S. North Road – Chief Industries, Inc.

Item #'s: E- 1 & G-6

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 an easement relative to the property of Chief Industries, Inc., located at 2391 S. North Road (Stolley Park and North Roads), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Chief Industries (at this location) is served overhead to transformers mounted on a platform, and then through open wire secondaries to their distribution panels. The transformers are very large and there are no replacements available should any of them fail.

To improve the long-term reliability of the service to Chief, the Department is installing new underground cable, conduit, and a pad-mounted transformer. Chief is investing in new switchgear for the main service to accommodate the new construction. They are also providing the secondary conduit in accordance Department standard plans. The easement is for the new location of the underground primary and transformer.

Alternatives

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

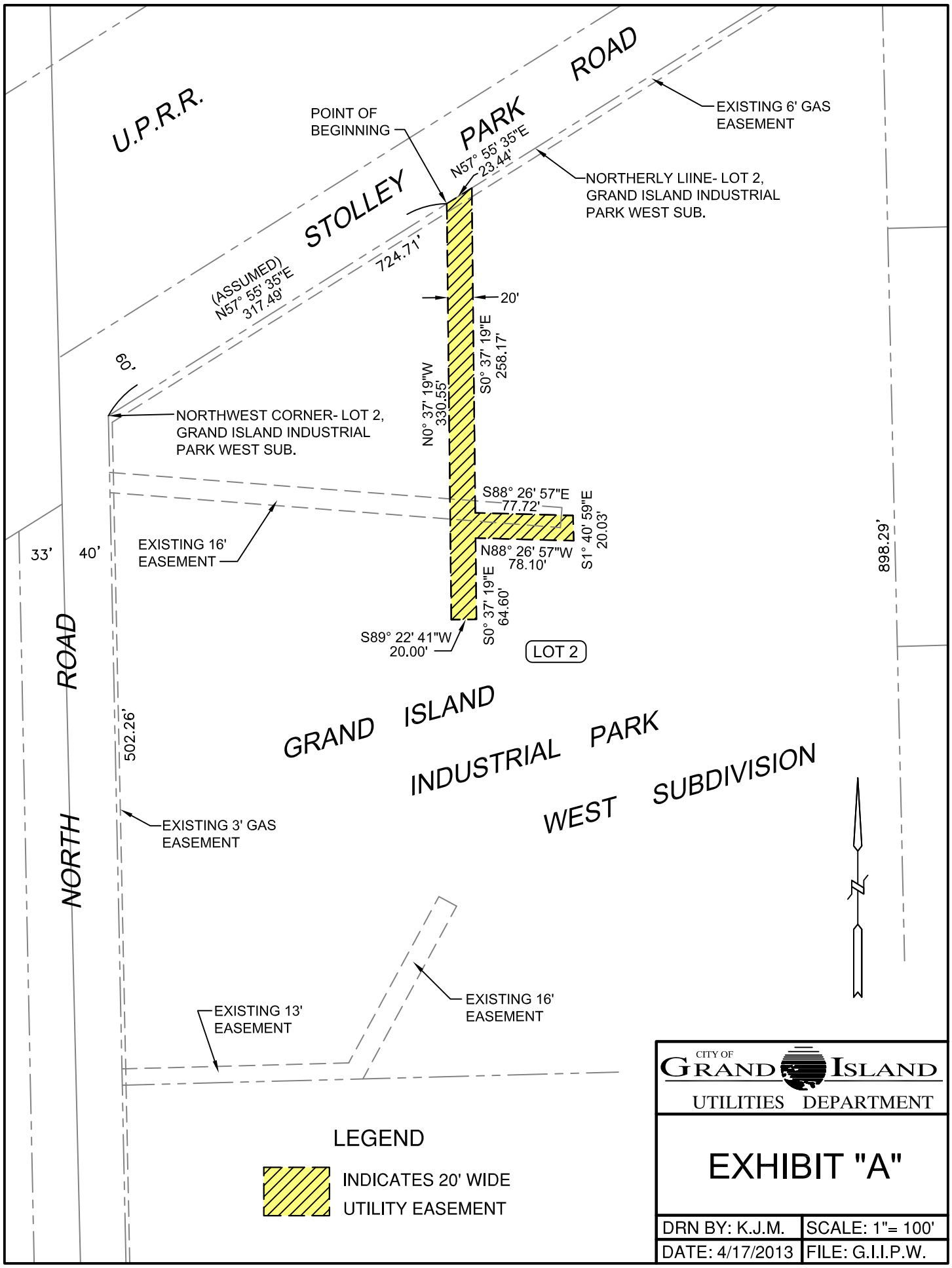
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, May 14, 2013

Council Session

Item E-2

**Public Hearing on Acquisition of Utility Easement - 1403, 1411,
1419, and 1427 South Adams Street - Eilenstine**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: May 14, 2013

Subject: Acquisition of Utility Easement – 1403, 1411, 1419, & 1427 S. Adams Street - Eilenstine

Item #'s: E-2 & G-7

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 an easement relative to the property of Gary Eilenstine located along the west property line on the east side of Adams Street; more specifically, 1403, 1411, 1419, and 1427 South Adams Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place conduit, cable, and transformers along Adams Street to provide electrical service to new eight-plex buildings to be constructed on the lots.

Alternatives

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

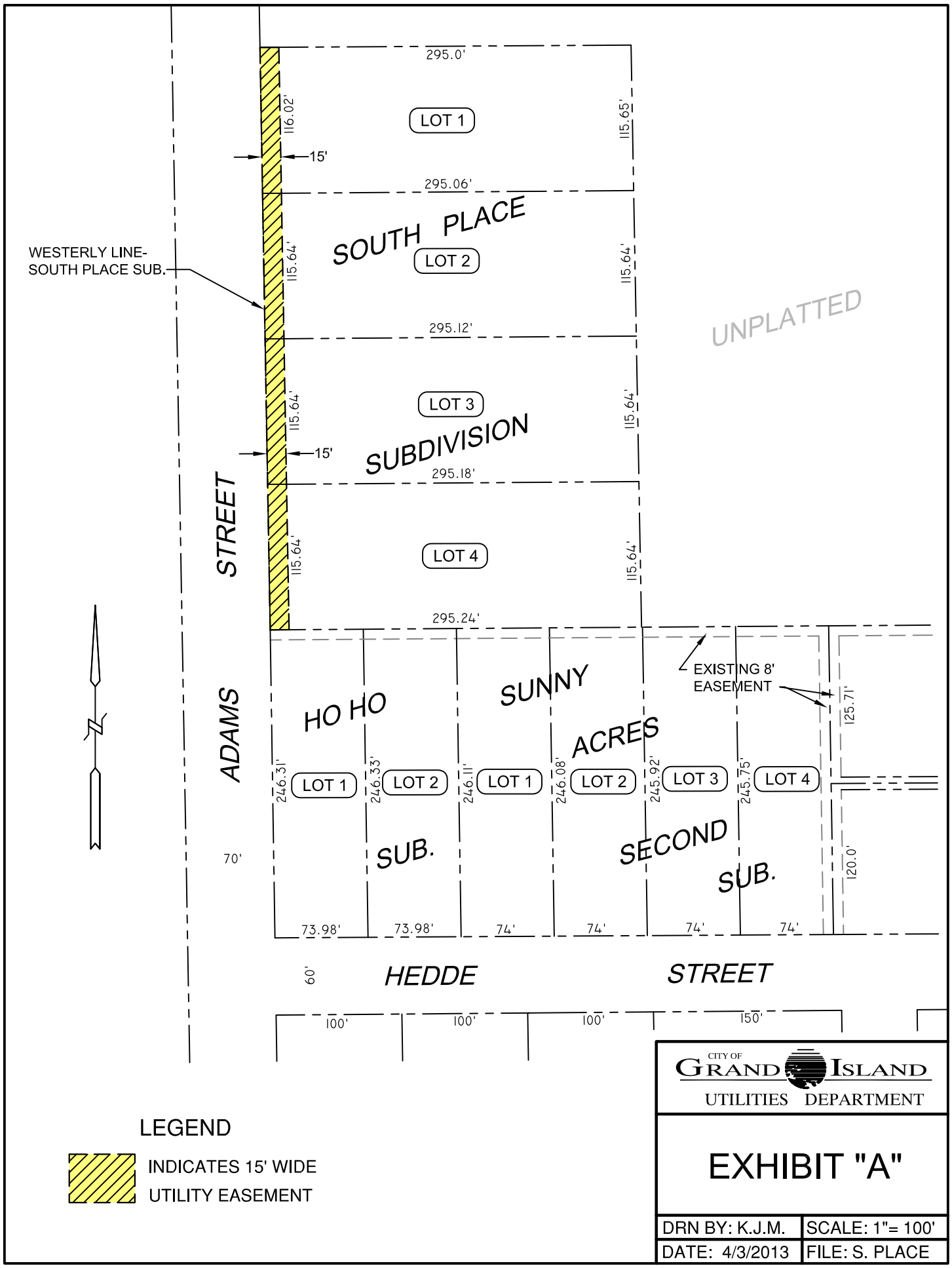
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



UNPLATTED



LEGEND

INDICATES 15' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 4/3/2013	FILE: S. PLACE



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement - 1922 West 3rd Street - Jelinek

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: May 14, 2013

Subject: Acquisition of Utility Easement – 1922 West 3rd Street - Jelinek

Item #'s: E-3 & G-8

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 an easement relative to the property of Donald and Sharon Jelinek, located along the rear of the property located north of 3rd Street, and east of Tilden Street (1922 West 3rd Street), in the City of Grand Island, Hall County, 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 a location to place underground conduit, conductor, and a three-phase transformer to serve electrical power to a new Verizon tower and shelter structure.

Alternatives

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

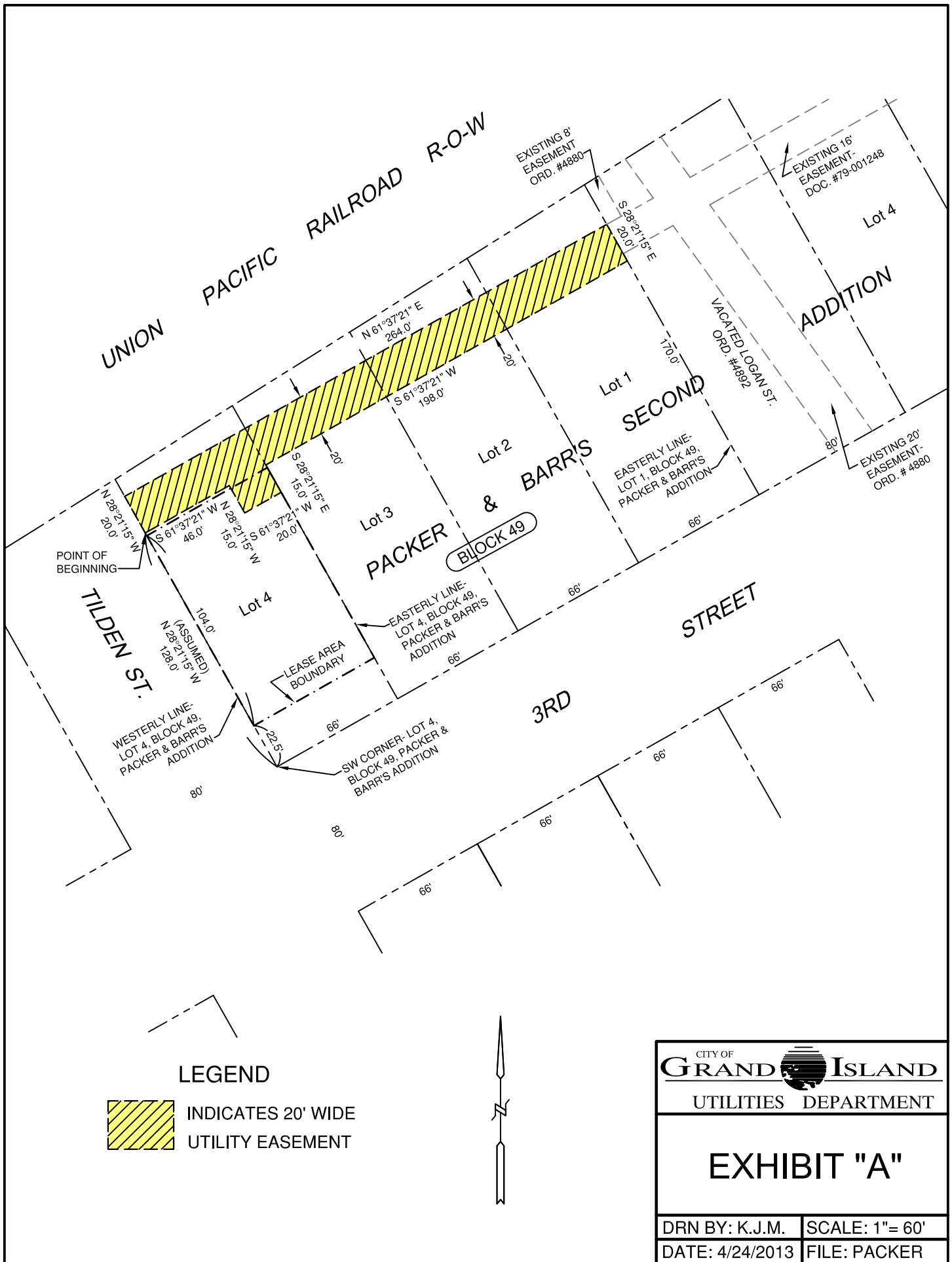
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, May 14, 2013

Council Session

Item E-4

**Public Hearing on Declaring Proposed Redevelopment Plan Area
12 as Blighted and Substandard Located South and North of Old
Potash Hwy, East of Engleman Road and West of North Road**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: March 12, 2013

Subject: Blighted and Substandard Study for CRA Area #12

Item #'s: E-4 & I-1

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

Background

Attached is copy of a Substandard and Blight Study as prepared by Stahr & Associates, Inc. entitled “Blighted and Substandard Area Determination Analysis: Community Redevelopment Authority Analysis No. 12 Grand Island, Nebraska”. This area as defined by the study will be referred to as Community Redevelopment Authority (CRA) Area #12. The study as prepared and submitted indicates that this property could be considered substandard and blighted. A blighted and substandard designation was previously sought on this property in January 2009. At that time, Council made a decision not to forward the study to the Planning Commission for their review and recommendation. The area was not declared blighted and substandard. As shown in this study, construction within this subdivision stopped not long after that and the infrastructure was left uncompleted. This infrastructure, including the streets and storm sewer has not been accepted into the city system and is deteriorating at a heightened rate due to the fact that it was never properly completed.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council is whether to send the Study to the Planning Commission for their review and feedback or not to send the Study to the Planning Commission. If the item is not sent to the Planning Commission the Council cannot declare the area substandard and blighted. The Planning Commission will meet on April 3rd and would likely have a recommendation ready for the April 23rd Council meeting.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that most likely will include an application for Tax Increment Financing. The decision to declare an area blighted and substandard is a policy decision made by the City Council. If Council decides to declare an area blighted and substandard they should expect and even encourage redevelopment projects; including

those that come forward requesting financial assistance through the use of Tax Increment Financing.

Grand Island has 11 areas that have been declared blighted and substandard 3,348 acres. This represents 17.11% of the area of the City. Grand Island can declare up to 35% of its municipal area blighted and substandard. Declaring this area blighted and substandard would add 234 acres to the blighted and substandard area in Grand Island increasing the percentage by 1.24% to 18.35% well below the 35% limitation.

Discussion

The public hearing and action item tonight relate to the Study for proposed CRA Area #12 including the area of Indian Acres Subdivision and Copper Creek Estates west and south of Shoemaker School in northwest Grand Island. The study was prepared for 234.4 acres all of which are in the Grand Island City Limits.

Robert Sivick, City Attorney 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 statutory procedures for accomplishing blight relief include the following steps: (1) the identification of a community redevelopment area consisting of portions of a city declared to be substandard or blighted in accordance with statutory definitions and in need of redevelopment, (2) the formulation of a redevelopment plan for such area or a redevelopment project within such area, and (3) the implementation of the redevelopment plan through various means including acquisition, sale, leasing, and contracting for redevelopment. Nebraska Revised State Statutes (NRSS) 18-2103, 18-2107, and 18-2109.

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. See *Monarch Chemical Works, Inc. v. City of Omaha*, [203 Neb. 33](#), 277 N.W.2d 423 (1979), *Fitzke v. Hastings*, 255 NEB 46 (1998)

At this point, Council is only considering step 1 outlined in Mr. Sivick's opinion. According to NRSS §18-2109, it is clear that the City Council must send the Study to the Planning Commission prior to declaring the property substandard and blighted. If Council wishes to consider a declaration of blighted and substandard City Administration is recommending that the City Council ask the Planning Commission to:

1. review the study as presented,
2. take testimony from interested parties about the substandard and blight designation,
3. make findings fact, relative to the questions below and any others Council has with reference to the this request, based on the information and testimony presented and,
4. include those findings of fact as part of their recommendation to Council in regard to this request.

Recommend Questions for Planning Commission

- Does this property meet the requirements to be considered blighted and substandard? One substandard condition and one blight condition is enough to support the declaration. Identify those conditions as findings of fact. The conditions can be identified from the study. (Definitions of substandard and blighted conditions per NRSS §18-2103)
- The blight study as presented includes a substantial amount of undeveloped property. Is it necessary to include this property within the blight and substandard area to effectively redevelop the other sites? (Fitzke v. Hastings)
- Is it reasonably necessary to use tax money either through TIF or other means to redevelop the area?
- Should additional property be included within this study area?
- Should less property be included within this study area?
- Is this property substantially different than similar properties on the urban fringe of the community?

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.

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 their recommendation with the specific questions listed above.
This will result in the Planning Commission holding a hearing and considering the study at their meeting in April. Council would then hold a public hearing and consider a resolution to declare the area blighted and substandard.
2. Move to not forward the Study to the Planning Commission for their recommendation

This would indicate that Council has no desire to declare this property blighted and substandard or that council does not believe more intervention is necessary to facilitate development/redevelopment than is provided by the standard police powers (zoning and subdivision regulations, nuisance/code compliance regulations) already available.

3. Refer the issue to a Committee
Council may wish to refer this issue to a committee to determine set guidelines for the creation of new blighted and substandard areas. This could be done even with action on this item.
4. Postpone the issue to future date
If Council feels that they need additional information before referring this item to the Planning Commission this would be an appropriate action. The additional information needed should be specified so that staff and the applicant can provide it in a timely manner.
5. Take no action on the issue
This does not give the developer an answer about making a declaration on this property but would indicate that Council has no desire to declare this property blighted and substandard or that council does not believe more intervention is necessary to facilitate development/redevelopment than is provided by the standard police powers (zoning and subdivision regulations, nuisance/code compliance regulations) already available.

Recommendation

Staff recommends that the Council forward the Study to the Planning Commission for their recommendation with the specific questions listed above **if** Council wishes to consider declaring this area blighted and substandard and eligible for tax increment financing.

Sample Motion

Move to forward the Study to the Planning Commission for their recommendation with the specific questions listed above.

BLIGHTED & SUBSTANDARD AREA DETERMINATION ANALYSIS

COMMUNITY REDEVELOPMENT AUTHORITY ANALYSIS AREA NO. 12

GRAND ISLAND, NEBRASKA



STAHR & ASSOCIATES, INC.

County and Community Planning - Economic Development Consultants

1512 Road 13
York, Nebraska 68467

Telephone: (402) 710-1819
Fax: (402) 362-2526
E-Mail: ojstahr@hotmail.com

Purpose of this Analysis

The purpose of this analysis is to identify and determine if an area within the City of Grand Island, Nebraska should be considered blighted and substandard under the criteria for such areas as set forth in the Nebraska Community Development Law, Section 18-2103.

A field survey of an area within the City of Grand Island was conducted in October 2008 and updated in February, 2013 to determine if this area, in fact, has experienced structure and site deterioration or if the area is experiencing other negative influences which decrease the potential for redevelopment or new development. The boundaries of this area are indicated in Figure 1 and described in Appendix A. The following report describes this Analysis Area in detail, as well as, specifying the methods and procedures used to determine if this Area should be declared blighted and substandard under the Nebraska Community Development Law.

Definitions

The following are the specific definitions of "substandard" and "blighted" according to Nebraska State Law. These definitions serve to be the basis of this entire analysis and each portion of the definitions are examined individually throughout this document.

Substandard Area Definition

Under the above referenced Nebraska Statute, a substandard area is an area in which there is a predominance of buildings or improvements, whether non-residential 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 or overcrowding,
- 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, and is detrimental to the public health, safety, morals and welfare of the residents of the community.

Blighted Area Definition

Section 18-2103 of the Nebraska Revised Statutes indicates that a blighted area shall mean an area, which 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,
- unsanitary 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,



■ ANALYSIS AREA BOUNDARIES

STAHR & ASSOCIATES, INC.
Community & County Planning - Economic Development Consultants

1512 Road 13
York, Nebraska 68467

Telephone (402)362-2526
Fax (402)362-2526
E-Mail ostahr@hotmail.com

FIGURE 1
ANALYSIS AREA
Grand Island, Nebraska

-
- improper subdivision or obsolete platting,
 - the existence of conditions which endanger the life or property by fire and other causes, or any combination of such factors which 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 in which there is at least one of the following present:
 - unemployment in the designated area is at least one hundred twenty percent of the State of National average,
 - the average age of the structures in the area is at least forty years old or older,
 - more than one-half of the platted and subdivided property in the area is unimproved land that has been within the City for forty years and has remained unimproved during that time,
 - the per capita income of the area is lower than the average per capita income of the municipality in which the area is designated, or
 - the area has had either a stable or decreasing population based on the last two decennial censuses.

Analysis Approach

The approach and methodology utilized by Stahr & Associates, Inc. in conducting the Blighted and Substandard Area Determination Analysis included an assessment of all factors listed in the Nebraska Community Development Law as factors that indicate or contribute to making an area blighted and substandard. Data relating to factors such as building condition, building age, site conditions, adequacy of building sites, condition of public improvements and unsanitary or unsafe conditions were developed through field surveys on a structure by structure basis or through collection of data on a unit by unit basis available from public records at the Hall County Courthouse. Data relating to other factors such as the adequateness of street layouts, lot layouts and overall subdivision design were investigated on an area-wide basis.

Assessment of potential blighting factors stemming from diversity of ownership and tax or special assessment delinquencies were conducted through evaluation of courthouse records on all property within the analysis area, now referred to as CRA Analysis Area No. 12. This analysis also utilized two guideposts in the investigation of blighted or substandard conditions. These included:

Additional Public Intervention Necessary

Although the presence of one or more of these substandard or blighting conditions may make it appropriate to declare an area substandard and blighted under the Statute, this analysis was conducted on the basis that additional public intervention over and above the exercise of the police power is necessary to overcome the problems that exist in any substandard and blighted area. Specifically, Section 18-2012 of the Nebraska Community Development Law states that a determination shall be made that the conditions existing in any such substandard and blighted area are beyond remedy and control solely by regulatory process in the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided under the Community Development Law.

Substandard or Blighted Factor Distribution

This analysis was conducted on the basis that the substandard or blighting conditions, as defined in the Statute, must be reasonably distributed within any area that is determined to be substandard or blighted. This basic distribution factor, used as a control factor in determining the extent of any substandard or blighted area, assures that areas or neighborhoods which are in good condition are not determined to be substandard or blighted due to proximity to areas which are to be substandard or blighted.

Existing Land Use

The land uses that now exist within the Analysis Area are depicted on Figure 2, consist of land uses which can be placed in three categories, including:

- Residential (single-family, mobile home and manufactured homes)
- Public streets and alleys
- Vacant / undeveloped land

Table 1
EXISTING LAND USE – CRA ANALYSIS AREA No. 12
Grand Island, Nebraska

LAND USE CATEGORY	CRA ANALYSIS AREA NO. 8	
	AREA (ACRES)*	PERCENT OF TOTAL AREA
Residential	63.9	27.3%
Street / Alley Rights-of-Way	25.9	11.0%
Vacant / Undeveloped Land	144.6	61.7%
TOTAL	234.4	100.0%

Source: Stahr & Associates, Inc., (2013)

* Existing land use acreage totals are tabulated based upon scaled plat maps and field surveys

The land uses indicated for the Analysis Area on Figure 2 are analyzed further in Table 1. The data detail the breakdown of land uses within this Analysis Area, as well as the total acreage within this Analysis Area.

As indicated in Table 1, the largest land use in this Analysis Area is that of vacant and undeveloped land. This undeveloped land comprises a total of 144.58 acres, or 61.7% of the Analysis Area. This is the area that is expected to develop and redevelop during the next several years. It is located along south side of Old Potash Highway, in the west central edge of the City of Grand Island.

The second largest land use in this Analysis Area is that of residential. This use comprises a total of 63.9 acres, or 27.3% of the Analysis Area. Residential uses consist of single-family dwellings, mobile homes and manufactured homes.



STAHR & ASSOCIATES, INC.
Community & County Planning - Economic Development Consultants

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FIGURE 2
EXISTING LAND USE
ANALYSIS AREA 12
Grand Island, Nebraska

The smallest land use within this Analysis Area is Public street rights-of-way. The street pattern in the Analysis Area consists primarily of a square to rectangular grid system. This system is relatively inefficient and typically is one of the larger land uses within an Analysis Area. However, in this case, due to the amount of undeveloped land without streets, it comprises 25.9 acres or only 11.0% of the Analysis Area.

Current Zoning within the Analysis Area

Although not included in the statutory list of factors which may contribute to blight or result in substandard conditions in an urban area, local zoning regulations may contribute to further blighting or retention of substandard conditions if such zoning is inconsistent with the demands of the land use marketplace or such zoning discourages redevelopment or improvement of existing built-up areas. For these reasons an evaluation of the consistency of the land uses present in the Analysis Area with the current zoning districts and regulations applied to land in the Analysis Area was conducted.

Land use within the Analysis Area is regulated through zoning districts established by the City of Grand Island. The City of Grand Island has established and applied 3 zoning districts to this Area as depicted on Figure 3. These zoning districts include the:

- TA Transitional Agricultural Zoning District,
- LLR Large Lot Residential Zoning District
- M Manufactured Home Overlay Zone
- R2 Lower Density Residential Zoning District

An analysis of the consistency of the existing land use with the applicable zoning and the appropriateness of the zoning district applications and regulations as they relate to encouraging or minimizing blighting conditions indicates that the current zoning districts applied to the land within the Analysis Area reflects the land uses in place and the residential character of the Area. The district regulations allow a variety of housing types which is also consistent with the Area. The existing zoning is thus not a factor which could contribute to substandard or blighted conditions in this Analysis Area.

Analysis of Substandard Factors

1. Dilapidation/Deterioration of Structures

The determination and rating of building structure conditions is a major part of any substandard area determination. Therefore the system utilized for classifying the conditions is a major part of any substandard area determination. The system utilized for classifying the conditions of buildings and structures must be based upon established and consistent criteria. Stahr & Associates, Inc. utilized a field survey method for evaluating the exterior conditions and to identify and classify building sites and other localized environmental conditions or deficiencies of all structures within the Analysis Areas.

All data regarding each structure was dated and recorded on a Structure / Site / Infrastructure Survey Form. This form was utilized not only to record the data collected for later evaluation, but to assure that similar data for each structure was evaluated. (See Structure / Site / Infrastructure Survey Form, Appendix B).

During the field survey, each component of each structure in the Analysis Area was examined to determine whether it was in sound condition or had minor, major or critical defects. Two types of building components were evaluated. These included:

- **Major Components**
These components include the basic structural elements of any building; the foundation walls, load bearing walls and columns and roof structure.
- **Minor Components**
These components include the necessary secondary elements of any building; the wall surfaces and condition, paint or wall covering condition, the roof condition, windows, doors, porches, steps and stairways, fire escapes, chimneys and vents, gutters and downspouts, etc. Both the major and minor components were evaluated and ranked in one of four categories and each category was assigned a numerical value as follows:

<u>Ranking Category</u>	<u>Numerical Value</u>
No Problems	1
Minor Problems	2
Major Problems	3
Critical Problems	4

The numerical rankings of each major and minor component were then combined to generate an overall building condition evaluation comprised of five categories as follows:

<u>Major Component Numerical Ranking</u>	<u>Minor Component Numerical Ranking</u>	<u>Combined Numerical Ranking</u>	<u>Overall Building Condition</u>
2 or less	6 or less	8 or less	Sound
3 – 5	7 – 8	10 – 13	Minor Deficiencies
6 – 7	9 – 17	14 – 24	Major Deficiencies
7 – 9	18 – 19	25 – 29	Substandard
10 or more	20 or more	30 or more	Dilapidated

The overall building conditions are defined as follows:

SOUND: A sound building is one that has been and can be kept in good condition with normal maintenance. A sound building has no major component defects, no minor component defects ranked as major or critical or with major deficiencies, but may have up to three minor components ranked as having minor defects.

MINOR DEFICIENT: Buildings ranked as deficient are those that require only minor repairs, which have not more than one major component defect that is minor in nature, which has not more than one minor component defect that is ranked as major in nature, nor more than three minor component defects ranked as minor in nature.

MAJOR DEFICIENT (DETERIORATING): Buildings ranked as deficient are buildings that require major repairs, which have not more than one major component ranked as critical or not more than two ranked as having deficiencies that are major in nature, nor more than five minor component defects ranked as major in nature.

SUBSTANDARD: A structurally substandard building contains defects which are so serious and so extensive that the building may not be economically repairable. Buildings classified as substandard have not more than two major component defects ranked as critical or major in nature, nor more than four minor component defects ranked as critical.

DILAPIDATED: A dilapidated building contains such a combination of serious defects that there is no question that the building is uninhabitable and should be razed. All major components of a dilapidated building have defects that are major or critical in nature or a combination of less serious major component defects together with at least four minor component defects that are ranked as critical in nature.

Field Survey Results

As indicated in Table 2, the field survey of exterior building conditions in this Analysis Area indicates the following:

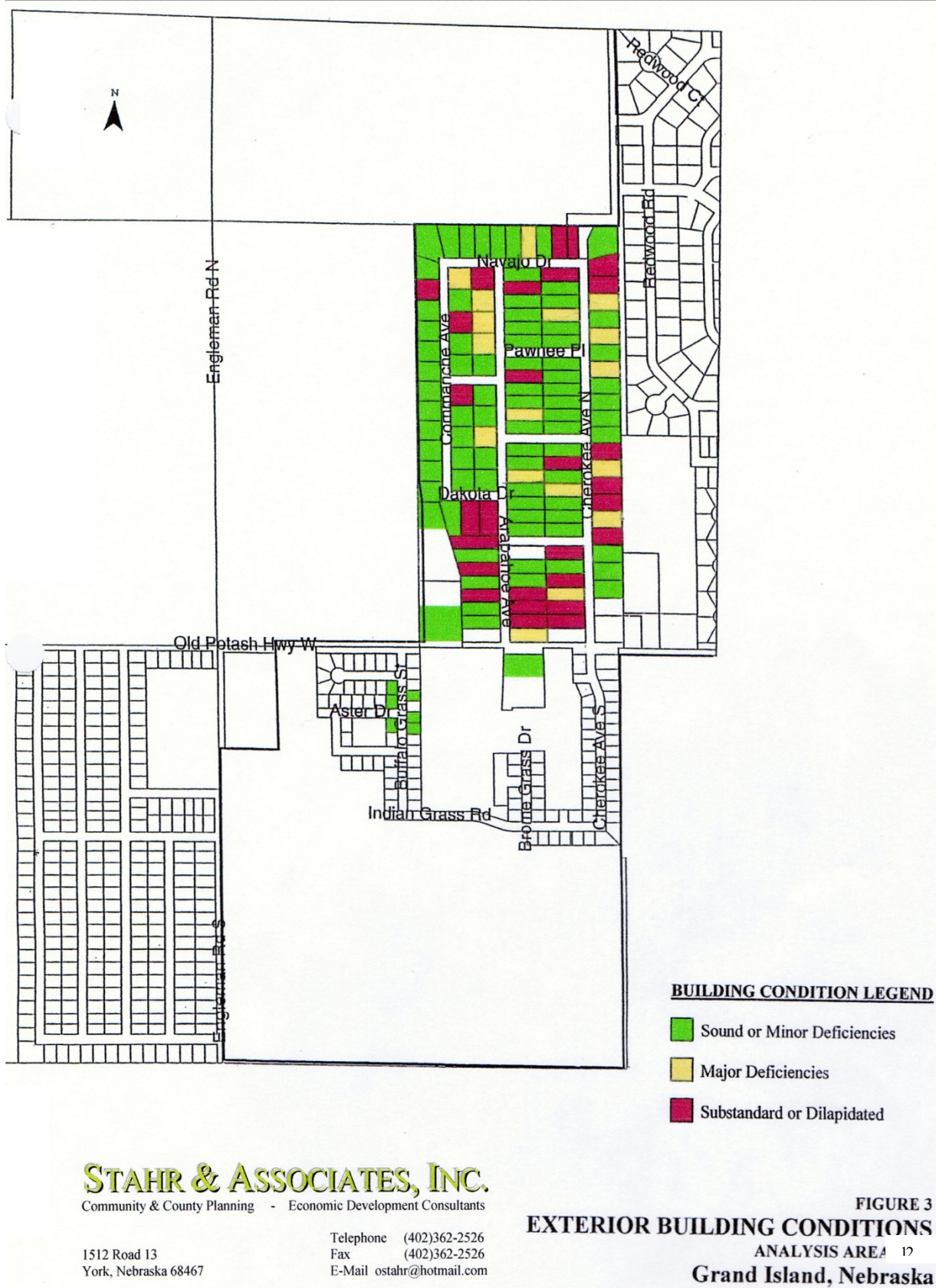
Table 2
EXISTING LAND USE – CRA ANALYSIS AREA No. 12
Grand Island, Nebraska

BUILDING TYPE	SOUND	DEFICIENT (MINOR)	DEFICIENT (MAJOR)	SUBSTANDARD	DILAPIDATED	TOTAL BUILDINGS	TOTAL SUBSTANDARD BUILDINGS	%
Residential	72	16	17	13	11	129	41	31.8%
Outbuildings	57	37	22	13	12	141	47	33.3%
TOTAL	129	53	39	26	23	270	88	32.6%

Source: Stahr & Associates, Inc., (2013)

- 88 out of 129 primary structures in the Analysis Area are classified as being in sound condition or as having only minor defects. The additional outbuilding analysis indicates that 94 out of 141 outbuilding structures are in sound condition or have only minor defects.
- 17 out of 129 primary structures in the Analysis Area are classified as deteriorating because of having major deficiencies or major component defects. The outbuilding analysis indicated that 22 outbuildings are classified as having major defects within the Area.
- 13 of the 129 primary structures and 13 outbuilding structures in this Analysis Area are classified as substandard are probably beyond economically feasible rehabilitation. In addition, 11 primary structure and 12 outbuildings are classified as dilapidated and uninhabitable.
- Combined, 88 of the total 270 structures, or nearly 32.6% of all structures in this Analysis Area, are classified, in accordance with the Nebraska Community Development Law, as being deteriorated, substandard or dilapidated.

As indicated on Figure 3, the structures with major deficiencies or in worse condition are distributed throughout the central and northern portions of this Analysis Area. This distribution of substandard / obsolete structures is an indication that this Area is experiencing deterioration. The location of older and deteriorating structures within this Area significantly diminishes the marketability of property, as well as, redevelopment potential throughout the Area and, as a result, is a factor contributing to the substandard conditions within the Analysis Area.



Conclusion:

The results of the field survey of exterior building conditions indicate that there a number of structures that have major deficiencies or are in substandard condition and probably cannot be economically rehabilitated. Nearly 1 in every 3 structures within this Analysis Area can be classified by the Nebraska Community Development Law as being substandard. The existence of this level of substandard structures constitutes a substantial presence of substandard conditions in this Analysis Area.

2. Age or Obsolescence

As presented in Table 3, observations made and data collected with regard to age of structures indicates the following:

Table 3
AGE OF STRUCTURES – CRA ANALYSIS AREA No. 12
Grand Island, Nebraska

BUILDING TYPE	NEW TO 1 YEAR	1 - 5 YEARS	6 - 10 YEARS	11 - 20 YEARS	21 - 40 YEARS	41 YEARS OR OLDER	TOTAL STRUCTURES	PERCENT OVER 40 YEARS OLD
Residential	6	7	9	16	75	16	129	11.7%
Outbuildings	2	6	14	36	48	35	141	24.8%
TOTAL	8	13	23	52	123	51	270	18.9%

Source: Stahr & Associates, Inc., (2013)

- Survey results indicate that 91 primary structures and 83 outbuilding structures were constructed over 20 years ago. Of this total, 16 primary structures and 35 outbuildings were constructed over 40 years ago. In the Analysis Area a total of 51 structures out of 270 total structures, or 18.9%, are 40 plus years old.
- Analysis of the Hall County Assessors assessment records for each parcel in this Analysis Area indicated that over 83% of the structures in the 21 - 40 age group were at least 37 years old. The housing in this Area is rapidly aging.

Conclusion:

The findings of the field survey and analysis and interpretation of the resulting data indicates that 18.9% of all the structures in the Analysis Area are in excess of 40 years old. In order for an area to be designated substandard, the law specifies that there must be a predominance of older structures. In this analysis the word predominance is defined as meaning "most frequent" or "a majority". In accordance with this definition, structures which are in excess of 40 years old are not in the majority of this Area, thus this Area cannot, at this time, be considered to be substandard by reasons of structure age and / or obsolescence.

3. Inadequate Provisions for Ventilation, Light, Air, Sanitation or Open Space

During the field survey conducted to determine building conditions, building and lot conditions were also evaluated with regard to factors that present on-going negative conditions or impacts and thus contribute to the physical decline of any developed urban area. The lack of adequate ventilation, sun light, clean air, proper

sanitation facilities and open space can be a contributing factor to the decline of any urban area and the presence of any or all of these in reasonable numbers or intensity is considered, under Nebraska Community Development Law, to contribute to the substandard character of any urban area.

The survey did not reveal any appreciable problems with ventilation of structures or where the size of the building on the lot and / or the small lot size itself did contribute to situations where there is a lack of sunlight and lack of open space. There was adequate front and side yards according to adopted zoning regulations.

As documented later in this report, the northern portion of this Analysis Area does have some substantial problems relative to sanitation. There are a number of instances in the northern portion of this Analysis Area where poor surface drainage results in areas of standing, stagnant water. This ponding of water can become a health hazard for area residents due to infestation of mosquitoes during the warmer months.

The southern portion of this Analysis Area also exhibits problems with sanitation relating to inadequate surface drainage due to lack of a complete surface drainage system. As indicated in the photographs below, the incomplete surface drainage structures leave open swales and ditches where water ponds and stagnates, creating not only a physical, but potential health hazard for area residents due to increased potential for increased mosquito production.



Strom sewer outlet. Hole dug out around pipe. About 100' west of Cherokee Ave.



Storm sewer outlet.

Conclusion:

The field investigation documented that there are not any properties within the Analysis Area where the lack of adequate provisions for ventilation, light, air or open space contribute to the substandard factors of the Analysis Area. However, the severity of the problem with poor surface drainage and the ponding of water is a factor that contributes to substandard conditions in this Analysis Area.

4. Existence of Conditions which Endanger Life or Property by Fire or other Causes

The field survey indicated that there are several conditions which endanger life or property to varying degrees within the Analysis Areas. These include:

- There are 34 instances in the Analysis Area where various amounts of combustible items are stored or where there are junk, debris or waste tires stored very near or against the walls of the primary building on the lot. The presence of this combustible material, junk and debris constitutes a substantial fire hazard which could endanger both life and property.
- The analysis of the average age of structures within the Analysis Area indicates that 174 of the 270, or over 64% of all structures in the Area are in excess of 20 years old. Also, 69 of the 129, or 53% of the primary structures are either mobile or manufactured homes that are 20 years old. These types of structures and their age are by nature highly flammable, and along with the presence of large amounts of junk and debris create a fire hazard.

- There are numerous locations in the southern portion of the Analysis Area where open manholes and storm drainage structures present a severe falling and entrapment hazards. As indicated in the photographs below, these structures are only partially finished and their continued existence also can provide breeding grounds for mosquitos and other vermin which could present additional life threatening hazards.



Sanitary sewer manhole.



Sanitary sewer manhole.

Conclusion:

A number of conditions which endanger life or property through fire or other causes, do now exist in this Analysis Area. These conditions are sufficient in number and distribution to be a contributing factor to a blighted designation.

5. Any Combination of Factors which are conducive to Ill Health, Transmission of Disease, Infant Mortality, Juvenile Delinquency and Crime, and is Detrimental to the Public Health, Safety, Morals or Welfare

The above listed factors indicate substandard conditions that do exist in the Analysis Areas. These conditions also present a real potential for detrimental effects on the safety and health of the citizens residing within the Analysis Areas when two or more of the substandard conditions occur in the Area. An evaluation of the various combinations of substandard conditions listed above produced the following findings.

The combination of older housing, type of housing and a high percentage of junk or debris present within the Area (all factors listed above), combine to create negative factors that are detrimental to the public health, safety, morals and welfare of the citizens residing within this Analysis Area:

- The combination of the presence of flammable junk and debris create a fire-spreading hazard resulting in possible property loss and endangerment of life.
- The presence of older housing, the significant numbers of either mobile or manufactured homes and the presence of large amounts of junk increases the risk of fire spreading from one structure to another again resulting in possible property loss and endangerment of life.
- The presence of junk and debris on the lots not only create potential fire hazards, but also create unsanitary conditions, as well as, diminishes the overall physical appearance of the Area. In addition, this combined with the fact that rats and other vermin frequently utilize these areas for breeding grounds; all conditions that are detrimental to the health and welfare of the citizens.
- The existence of an inadequate surface system in the southern portion of the Area presents additional threats to health. The incomplete surface drainage structures leave open swales and ditches where water ponds and stagnates, creating not only a physical, but potential health hazard for area residents due to increased potential for increased mosquito production.

Conclusion:

The combination of these types of substandard factors throughout the Analysis Area significantly effects the local population working and residing in this Area. The level of impacted population is sufficient to conclude that this combination of negative factors is in and of itself a contributing factor to a blighted and substandard designation.

Analysis of Blight Factors

1. Presence of a Substantial Number of Deteriorated or Deteriorating Structures

As presented in the previous evaluation of the "Substandard Factors", a total of 88 of the 270 primary and accessory buildings in the Analysis Area are judged to be in deteriorating or worse condition. These deteriorating buildings represent over 32% of all structures in the Analysis Area.

Conclusion:

The presence of over 1 substandard structure for every 3 structures in the Analysis Area indicates that deteriorating and deteriorated structures represent a reasonable number of the total structures in the Analysis Area. This level of substandard structures is a contributing condition of blight.

2. Existence of Defective or Inadequate Street Layout

The street pattern in the Analysis Area consists primarily of a network of arterials, collectors and local streets that provide access to locations throughout the area. The street system in the Analysis Area, for the most part, is a typical grid pattern that provides reasonable access to individual properties.

Conclusion:

The Analysis Area does not have inadequacies in the form of traffic movement capabilities and real property access. Defective or inadequate street layout thus cannot be considered a factor contributing to blighted conditions in this Area.

3. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness

The field survey, combined with investigations of property ownership and plat maps indicate that few problems exist relative to lot layout, lot size, adequacy, accessibility or usefulness within the Analysis Area. Those problems that do exist with regard to faulty lot layout are limited. There are two large lots on the north side of Old Potash Highway and west of Dale Roush Second Subdivision in which further subdivision will be difficult due to lack of accessibility.

Conclusion:

Although there are a limited number of problems associated with faulty lot layout and usefulness within this Analysis Area, the problems that currently exist, indicated above, should be considered only a limited factor contributing to blighted conditions in this Analysis Area.

4. Unsanitary and Unsafe Conditions

As stated previously in the analysis of "substandard" factors, there are several instances within the Analysis Areas where unsanitary and unsafe conditions exist. These include:

- The 34 instances in the Analysis Area where various amounts of combustible items are stored or where there are junk, debris or waste tires stored very near or against the walls of the primary building on the lot. The presence of this combustible material, junk and debris constitutes a substantial fire hazard which creates unsafe conditions within the Area.
- The average age of residential structures within the Analysis Area indicate that over 62% of such structures in the Area are in excess of 20 years old and the field survey indicates that most of these structures are either mobile or manufactured homes. These types of structures are by nature highly flammable.
- The existence of W. Old Potash Road, an arterial street, crossing through the center of the Analysis Area, presents a safety hazard for pedestrians and traffic along this road. The lack of sidewalks contributes to the increased risk for pedestrians along this road.
- Nearly all sites within the Analysis Area do not have sidewalks. The lack of sidewalks contributes to the increased risk for pedestrians throughout the Analysis Area, as pedestrians must use the streets/roads to move from one portion of the Area to another.
- The existence of large amounts of junk and / or debris in this area presents a significant fire hazard, in that a fire can spread easily from one structure to another. This creates unsafe conditions within the Area. In addition, the presence of junk and debris can create breeding ground for rats and other vermin that would result in unsanitary conditions within the Analysis Area.
- Over 83% of the lots within the Analysis Area have some type of drainage problem. This can become problematic as winter snow falls and / or melts or as spring and summer rains fall resulting in situations that disallow easy access to personal property within the Area. In addition, in both the northern and southern portions of this Analysis Area ponding water often becomes a health hazard with the infestation of mosquitoes during the warmer months.



No catch basin

- There are numerous locations in the southern portion of the Analysis Area where open manholes and storm drainage structures present a severe falling and entrapment hazards. As indicated in the photographs below, these structures are only partially finished and their continued existence also can provide breeding grounds for mosquitos and other vermin which could present additional life threatening hazards.



Top nowhere to be found.



Sanitary sewer manhole.

Conclusion:

There are numerous instances in the Analysis Area where unsanitary and unsafe conditions exist. These conditions do contribute to the unattractiveness of the Area and can thus be considered a major contributing factor to a blighted condition.

5. Deterioration of Site and Other Improvements

The field survey also included an evaluation of the condition of site improvements including: street surface conditions, curbs and gutters, street width adequacy, sidewalks, driveways, and off-street parking facilities, fencing and drainage facilities. The data presented in Table 4 document the present condition of these improvements in the Analysis Areas. The lack of or deterioration of site improvements include:

- All of the primary structures have off-street parking. However, 89 of the 129, or nearly 70% of the primary structures have off-street parking on gravel / dirt surfaces. Often this parking can become problematic as winter snow falls and / or melts or as spring and summer rains fall resulting in situations that disallow easy access to personal property within the Area.
- In the southern portion of this Analysis Area, there is at least one instance where natural gas and storm sewer lines and pipes are uncovered and exposed to the elements. This can result in deterioration of these lines and pipes and present substantial safety hazards.



Storm sewer exposed and also gas line exposed.

Table 3
SITE COMPONENT CONDITIONS – CRA ANALYSIS AREA No. 12
Grand Island, Nebraska

	TOTAL	RESIDENTIAL
STREET CONSTRUCTION		
CONCRETE/ASPHALT	130	130
GRAVEL / DIRT	0	0
STREET WIDTH		
ADEQUATE	130	130
INADEQUATE	0	0
STREET/CURB AND GUTTER CONDITION		
GOOD	130	130
FAIR	0	0
POOR	0	0
SIDEWALK CONDITION		
GOOD	7	7
FAIR	3	3
POOR	0	0
NONE	120	120
DRIVEWAY / OFF-STREET PARKING CONSTRUCTION		
CONCRETE/ASPHALT	41	41
GRAVEL / DIRT	89	89
NONE	0	0
DRIVEWAY / OFF-STREET PARKING CONDITION		
GOOD	71	71
FAIR	41	41
POOR	18	18
FENCING		
GOOD	42	42
FAIR	10	10
POOR	14	14
NONE	64	64
APPEARANCE		
UNKEPT	6	6
DEBRIS / JUNK	34	34
SURFACE DRAINAGE		
ADEQUATE	113	113
MINOR PROBLEMS	13	13
MAJOR PROBLEMS	4	4
OVERALL SITE CONDITION		
GOOD	85	85
FAIR	19	19
POOR	26	26

Source: Stahr & Associates, Inc. Field Survey, February, 2013

- Nearly all of the primary structures in this Area, are not served by a sidewalk system. The non-existence of a sidewalk system contributes to generating traffic hazards for children and other pedestrians and to decreasing the desirability of this Area and thus contributes to the blighting factors that now exist.
- Over 30% of the lots in this Area are unkept and / or contain substantial amounts of junk and debris. This relatively high level of poorly maintained properties within this Analysis Area represents a considerable blighting factor.
- Over 83% of the lots within the Analysis Area have some type of drainage problem. This can become problematic as winter snow falls and / or melts or as spring and summer rains fall resulting in situations that disallow easy access to personal property within the Area. In addition, in both the northern and southern portions of this Analysis Area ponding water often becomes a health hazard with the infestation of mosquitoes during the warmer months.

Conclusion:

A combined rating of overall site improvements, as indicated on Table 4, indicates the majority of overall site improvements are in good condition. However, the fact that over 34% of the existing lots contain deteriorating site improvements creating a fair or poor rating implies that the Area is experiencing deterioration thus strongly contributing to the blighted conditions already present. In addition, the lack of site improvements in locations throughout the Analysis Area also serves to be a limiting factor to future development in the Area and thus is an additional factor contributing to blight.

6. Diversity of Ownership

Stability and the livelihood of any urban area is dependent to a large extent on slow, but consistent, renewal of the area through maintenance and modernization or replacement of the existing developments. The ability to renew an area is thus partially dependent on the ability of the private and public sectors to acquire land of sufficient size to develop new housing or other land uses. The existence of smaller than optimal lots, under separate ownership make it difficult and expensive, if not impossible, to consolidate a sufficient amount of land to facilitate such renewal or redevelopment.

Analysis of assessment records and plat maps of the Analysis Area indicate that, although the majority of platted lots are individually owned, the platted lots are of sufficient size to respond to the markets.

Conclusion

Diversity of ownership is not a significant factor contributing to blight in the Analysis Areas.

7. Tax or Special Assessment Delinquency Exceeding the Fair Value of the Land

Correspondence with the Hall County Treasurer's Office, as well as, the Hall County Assessor's Office indicated that there are not any tax or special assessment delinquencies in excess of the fair value of the property within this Analysis Area.

Conclusion

Tax or special assessment delinquencies exceeding the fair value of the land are not found to be a significant factor contributing to blight in the Analysis Areas.

8. Defective or Unusual Conditions of Title

A random examination of deeds and encumbrances on properties within the Analysis Areas was conducted as part of this Blighted and Substandard Area Determination Analysis. The examination indicated that few, if any defective or unusual conditions of title in this Analysis Area.

Conclusion

Defective or unusual conditions of title are not found to be a significant factor contributing to blight in the Analysis Areas.

9. Improper Subdivision and Obsolete Platting

The field surveys, combined with investigations of property ownership and plat maps, indicate that any a few problems exist in the Analysis Areas with regard to improper subdivision or obsolete platting.

There are two large lots on the north side of Old Potash Highway and west of Dale Roush Second Subdivision in which further subdivision will be difficult due to lack of accessibility.

Conclusion

Improper subdivision and obsolete platting is a limited factor contributing to blight in the Analysis Areas.

10. Existence of Conditions which Endanger Life or Property by Fire and other Causes

The same factors listed in the "substandard factor" analysis that endangers life or property by fire and other causes can directly be correlated to conditions that cause blight. Therefore, those factors also contribute to the blighted character within the Areas. These factors include:

- The 34 instances in the Analysis Area where various amounts of combustible items are stored or where there are junk, debris or waste tires stored very near or against the walls of the primary building on the lot. The presence of this combustible material, junk and debris constitutes a substantial fire hazard which could endanger both life and property.
- The analysis of the average age of residential structures within the Analysis Area indicate that over 62% of such structures in the Area are in excess of 20 years old and the field survey indicates that a majority of these structures are mobile or older manufactured homes, which by nature are highly flammable. This combination of older and type of structures presents a substantial potential for endangerment of life and property.
- The existence of W. Old Potash Road, an arterial road that extends through the center of the Analysis Area, presents a safety hazard for pedestrians and traffic around this road. The lack of sidewalks contributes to the increased risk for pedestrians along this road.

-
- Nearly all sites within the Analysis Area do not have sidewalks. The lack of sidewalks contributes to the increased risk for pedestrians throughout the Analysis Area, as they must use the streets/roads to move from one portion of the Area to another.
 - There are numerous locations in the southern portion of the Analysis Area where open manholes and storm drainage structures present a severe falling and entrapment hazards. As indicated in the photographs below, these structures are only partially finished and their continued existence also can provide breeding grounds for mosquitos and other vermin which could present additional life threatening hazards.

Conclusion:

A number of conditions which endanger life or property through fire or other causes now exist in this Analysis Area. These conditions, listed above, are sufficient in number and distribution in this Analysis Area to qualify as a major blighting factor.

11. Combination of Blighting Factors

Section 18-2103 of the Nebraska Community Development Law, in its definition of blighted area, indicates that an area may be considered blighted if there exists any combination of the above factors which substantially impairs or arrests the sound growth of the community, retards the provisions 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 or use, and in which there is at least one of the following present:

- Unemployment in the designated area is at least 120% of the state or national average;
- The average age of the residential or commercial units in the area is at least forty years;
- More than one-half of the platted and subdivided property in the area is unimproved land that has been within the City for forty years and has remained unimproved during that time;
- The per capita income of the area is lower than the average per capita income of the City in which the area is designated; or
- The area has had either stable or decreasing population in the last two decennial censuses.

Examination of U. S. Census data completed as part of this Analysis indicates the existence of the following conditions which impede the sound growth of the Analysis Area:

- The per capita income of the area, U.S. Census Bureau Tracts 1013 - 1016 is lower than the average per capita income of entire U.S. Census Bureau Tract 6 and the City of Grand Island in which the Analysis Area is located.
- The area has had either stable or decreasing population in the last two decennial censuses.

Conclusion:

The combination of the above factors which limit sound development of the City, impede development and redevelopment and produce an ongoing economic liability, are sufficient to be considered blighting factors in

the Analysis Area. In addition, in accordance with the requirements of this Section of the law, the per capita income of the area, U. S. Census Lots 1013 - 1016 is lower than the average per capita income of U. S. Census Tract 6 and also the City of Grand Island and the Area has had a stable population during the last two decennial censuses.

12. Other Blighting Factors

In Section 18-2102, the Legislative Findings and Declarations (Introduction) of the Community Development Law, states in part some additional criteria for identifying blighting conditions including "economically or socially undesirable land uses". Factors which are commonly used to evaluate undesirable land uses include: 1) mixing of incompatible land uses, 2) economic obsolescence of the land uses or the land uses ability to compete in the market place, and 3) functional obsolescence of the land uses or the physical utility of the land and structures.

- This Analysis Area has a number of properties where the unsecured storage of junk and other debris constitutes a fire hazard and potential health hazards and where poor surface drainage results in problems with access to property and mosquito health hazards. Considerable amounts of junk and debris and poor drainage are "unattractive" environmental factors which contribute to undesirable land usage.
- The southern portion of the Analysis Area which is occupied by the Copper Creek Estates Subdivision is in very poor condition and has remained only partially developed due to the fact that it is economically obsolete in today's residential market. Copper Creek Estates is presently perceived as a poor area to locate in and has become a blighting influence in and of itself.

Conclusion:

Economically and socially undesirable land uses exist in this Analysis Area and constitute a blighting influence within this Analysis Area and the City of Grand Island. These negative factors will continue to be a blighting influence without proper measures and public intervention.

SUMMARY DETERMINATION OF THE ANALYSIS AREA AS BLIGHTED AND SUBSTANDARD

The land area contained within the Analysis Area, as set forth in Figure 1, meet the requirements of the Nebraska Community Development Law for designation as both a "substandard" and "blighted" area.

As documented in this report, there is a varying, but reasonable distribution of 4 of the 6 factors that indicate that Analysis Area is substandard. These substandard factors and the intensity of occurrence are as follows:

Present to a Strong Degree

- Existence of conditions which endanger life or property by fire and other causes, and
- Dilapidation and deterioration of buildings and improvements, and
- Combinations of these factors which are conducive to ill health and detrimental to the public health, safety and welfare.

Present to a Reasonable Degree

- Inadequate Provisions for Ventilation, Light, Air, Sanitation or Open Space

Not Present

- Age and obsolescence of buildings and improvements,
- High density of population or overcrowding.

Also documented in this report, there is a predominance of the factors regarding the characteristics of buildings and improvements, as set forth in the Nebraska Community Development Law. In fact, 6 of the 10 factors set forth in the law are predominate in the Analysis Area and thus the Area can be considered blighted in accordance with the Law.

Present to a Strong Degree

- Unsanitary and unsafe conditions, and
- Existence of conditions which endanger the life or property by fire and other causes.

Present to a Reasonable Degree

- A substantial number of deteriorated or deteriorating structures,
- Improper subdivision or obsolete platting,
- Deterioration of site and other improvements, and
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness,

Not Present

- Existence of defective or inadequate street layout,
- Tax or special assessment delinquency exceeding the fair value of the land,
- Diversity of ownership, and
- Defective or unusual conditions of title.

Combinations of these blighting factors which substantially impair or arrest the sound growth of the community, retards the provisions for housing accommodations and constitute an economic and social liability and which area detrimental to the public health, safety and welfare are present to a reasonable degree. In addition, two of the five critical factors for blight determination is present as follows:

Present

- The per capita income of the area is lower than the average per capita income of the City in which the area is designated.
- The area has had either stable or decreasing population in the last two decennial censuses.

DETERMINATION OF NEED FOR PUBLIC INTERVENTION

Section 18-2102 of the Nebraska Community Development Law requires that in determining whether or not any area is blighted or substandard, the conditions of the area must be such that arresting of the blight and substandard conditions within the area be beyond the remedy and control of the City solely by regulatory control and exercise of the police power and cannot be effectively dealt with by the ordinary operations of private enterprise without the aids provided under this law.

Evaluation of the conditions of the Analysis Area, as determined by the analysis of each substandard or blight factor, indicate that although Grand Island can encourage long-term improvement of conditions within the Analysis Areas through implementation of zoning districts and zoning regulations, through replacement or improvement of streets, sidewalks, alleys and utilities and through improved overall law enforcement, it cannot overcome these problems without substantially increasing property taxes or creating property assessment districts to finance the

improvements needed. Increasing taxes or assessments over the existing levels will only serve to reduce spendable incomes in the City resulting in a further decline in the maintenance and thus the quality of structures and infrastructure within the areas.

Copper Creek Estates Subdivision, which comprises the majority of this Analysis Area, has failed to be completed and sold as a residential subdivision because the costs associated with the acquisition of the land and installation of the necessary public infrastructure improvements have proven to make the sale of lots in the subdivision impossible. As a result, the subdivision has been left unmaintained with substantially incomplete infrastructure improvements which, in turn, has resulted in a perception of poor quality and an undesirable place to reside. In short, Copper Creek Estates itself has become a substandard area and a blighting influence which not only has but will continue to negatively impact the development of the subdivision and the areas adjoining this subdivision.

As documented in prior housing market studies for the City, a primary housing demand which is not being met is that of housing for middle income households. An analysis of the current residential housing and lots on the market indicates that Copper Creek Estates is the only subdivision in the City at the present time which is designed to provide such affordable housing. If the development of Copper Creek Estates is to be successfully completed in a manner which will provide “affordable” housing in Grand Island, a method of offsetting at least a portion of the development cost has been proven and will be necessary.

In summary, if the blighting and substandard conditions in the Analysis Area are to be effectively arrested within a time frame that will minimize further deterioration of the Area, the City of Grand Island and private enterprise working together through actions of local investors, government officials, the aids provided through Tax Increment Financing (TIF) and the use of other grant funds targeted to arrest the causes of the blighted and substandard conditions, identified herein, is necessary, essential and warranted.

LEGAL DESCRIPTION - CRA ANALYSIS AREA No. 12

Grand Island, Nebraska

Beginning at the northeast corner of Center Township M and M Subdivision, Lot 1 in the NW1/4, NW1/4, Section 23, Township 11 North, Range 10 West of the 6th P. M., Hall County, Nebraska, thence north along an extension of the east line of said M and M Subdivision to the north right-of-way line of Old Potash Highway, thence eastward along the north right-of-way line of Old Potash Highway to the west line of Miscellaneous Tracts 14-11-10 Part of the East ½, Southwest ¼, Section 14, Township 11 North, Range 10 West, thence north along the west line of said Miscellaneous Tracts 14, 11-10, Part of the East 1/2, Southwest ¼, Section 14 and the west line of Dale Roush Second Subdivision to the north line of Dale Roush Second Subdivision, thence eastward along the north line of said Dale Roush Second Subdivision to the east line of said Dale Roush Second Subdivision, thence southward along the east line of said Dale Roush Subdivision to the south line of Dale Roush Second Subdivision, thence south along an extension of the east line of said Dale Roush Second Subdivision to the south right-of-way line of Old Potash Highway, thence westward along the south right-of-way line of Old Potash Highway to a point on a line which is a northward extension of the east line of Lot 23, Copper Creek Estates Subdivision, thence southward along said extension line and the east line of Copper Creek Estates Subdivision and the east line of Miscellaneous Tracts in Section 23-11-10, Part of the E ½, Northwest ¼, except the east 35' and part of the West ½, Northwest ¼ of said Section 23 to the south line of said Miscellaneous Tracts in Section 23-11-10, Part of the E ½, Northwest ¼, except the east 35' and part of the West ½, Northwest ¼, of said Section 23, thence westward along the south line of said Miscellaneous Tracts in Section 23-11-10, Part of the E ½, Northwest ¼, except the east 35' and part of the West ½, Northwest ¼, of said Section 23 to the west line of said Miscellaneous Tracts in Section 23-11-10, Part of the E ½, Northwest ¼, except the east 35' and part of the West ½, Northwest ¼, of said Section 23, thence northward along the west line of said Miscellaneous Tracts in Section 23-11-10, Part of the E ½, Northwest ¼, except the east 35' and part of the West ½, Northwest ¼, of said Section 23 to the south line of Center Township, M and M Subdivision, Lot 1 in the NW1/4, NW1/4, Section 23, Township 11 North, Range 10 West of the 6th P.M, Hall County, Nebraska, thence eastward along the south line of said Center Township, M and M Subdivision, Lot 1 in the NW1/4, NW1/4, Section 23, Township 11 North, Range 10 West of the 6th P.M, Hall County, Nebraska to the east line of said Center Township, M and M Subdivision, Lot 1 in the NW1/4, NW1/4, Section 23, Township 11 North, Range 10 West of the 6th P.M, Hall County, Nebraska, thence northward along the east line of said Center

Township, M and M Subdivision, Lot 1 in the NW1/4, NW1/4, Section 23, Township 11 North, Range 10 West of the 6th P.M, Hall County, Nebraska to the northeast corner of said Center Township, M and M Subdivision, Lot 1 in the NW1/4, NW1/4, Section 23, Township 11 North, Range 10 West of the 6th P.M, Hall County, Nebraska, which is the point of beginning.

APPENDIX B

Date of Survey: ____/____/____ Parcel No: ____ Name/Type of Land Use: _____

Description of Parcel

Type of Use: ☐ Residential ☐ Commercial ☐ Industrial ☐ Public/Semi-Public ☐ Other _____

Type of Unit: ☐ Single-Family ☐ Duplex ☐ Multi-Family ☐ Mobile Home ☐ Manufactured Home

[illegible]

Vacant Parcel: ☐ Developable ☐ Undevelopable ☐ Flood Hazard

Building / Structure Components

Major Components	Type	Critical Problems	Major Problems	Minor Problems	No Problems
Roof (Structural)		C	M	m	N
Foundation		C	M	m	N
Walls (Structural)		C	M	m	N

Minor Components

Wall Surface Condition.....	C	M	m	N
Roofing Condition.....	C	M	m	N
Windows.....	C	M	m	N
Doors.....	C	M	m	N
Porches / Steps / Fire Escapes.....	C	M	m	N
Chimney / Vents.....	C	M	m	N
Paint.....	C	M	m	N
Gutters / Spouts <input type="checkbox"/> In Place <input type="checkbox"/> Partial <input type="checkbox"/> None	C	M	m	N
Driveway <input type="checkbox"/> Concrete/Asphalt <input type="checkbox"/> Gravel <input type="checkbox"/> None	C	M	m	N

Building / Structure Combined Rating

____ Sound ____ Minor Deficiencies ____ Major Deficiencies ____ Substandard ____ Dilapidated

Building / Structure Age

Structure Age _____ New - 1 yr _____ 1 - 5 yrs _____ 6 - 10 yrs _____ 11-20 yrs _____ 20-40 yrs _____ 40+ yrs

Site Conditions	Good	Fair	Poor
Street Condition <input type="checkbox"/> Concrete / Asphalt <input type="checkbox"/> Gravel / Dirt.....	G	F	P
Street Width <input type="checkbox"/> Adequate <input type="checkbox"/> Inadequate			
Alley Condition <input type="checkbox"/> None <input type="checkbox"/> Concrete / Asphalt <input type="checkbox"/> Gravel / Dirt	G	F	P
Sidewalks <input type="checkbox"/> Concrete / Asphalt <input type="checkbox"/> Brick <input type="checkbox"/> None	G	F	P
Sidewalks on all Frontages <input type="checkbox"/> Yes <input type="checkbox"/> No			
Off-Street Parking <input type="checkbox"/> Concrete / Asphalt <input type="checkbox"/> Gravel / Dirt <input type="checkbox"/> None	G	F	P
On-Street Parking <input type="checkbox"/> None Permitted <input type="checkbox"/> One Side <input type="checkbox"/> Both Sides			
Lot / Site Condition <input type="checkbox"/> Unkept <input type="checkbox"/> Junk / Debris	G	F	P
Fencing Condition <input type="checkbox"/> None	G	F	P
Sign Condition <input type="checkbox"/> None	G	F	P
Outbuilding Condition / Age	Number of Outbuildings _____	G_____ F_____ P_____	
	<input type="checkbox"/> New - 1 yr <input type="checkbox"/> 2-5 yr <input type="checkbox"/> 6-10 yrs <input type="checkbox"/> 11-20 yrs <input type="checkbox"/> 20-40 yrs <input type="checkbox"/> 40+ yrs		
Surface Drainage <input type="checkbox"/> Adequate <input type="checkbox"/> Minor Problems <input type="checkbox"/> Major Problems			
Adjoining Railroad <input type="checkbox"/> Yes <input type="checkbox"/> No			
Adjoining Major Roadway <input type="checkbox"/> Yes <input type="checkbox"/> No			
Front Yard Setback <input type="checkbox"/> Very Limited <input type="checkbox"/> Adequate			
Side / Rear Yard Setbacks <input type="checkbox"/> Very Limited <input type="checkbox"/> Adequate			
Public Utility Impacts <input type="checkbox"/> None <input type="checkbox"/> Major Negative Impact			
Adjacent Land Use Compatibility <input type="checkbox"/> Compatible <input type="checkbox"/> Minor Land Use Conflicts <input type="checkbox"/> Major Land Use Conflicts			
Overall Site Condition Rating	Good	Fair	Poor



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item F-1

**#9426 - Consideration of Annexation of Ummel Second Subdivision
Located North of Bronco Road and East of Shady Bend Road
(Second Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: May 14, 2013

Subject: An Ordinance to Annex Ummel Second Subdivision an Addition to the City of Grand Island, Nebraska and the Adjoining Right-of -Way

Item #'s: F-1

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limit of the City of Grand Island be annexed into the City at the time of subdivision approval.

Tommy L. Ummel Sr, Tommy L Ummel Jr. and Cary Ummel, as the owners of the property, submitted Ummel Second Subdivision as an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on April 3, 2013.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. The first reading was held on April 23, 2013. This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

City staff is not suggesting extension of the zoning jurisdiction as a result of this annexation. Council could request that planning commission consider extension of the zoning jurisdiction. Changes to the zoning jurisdiction cannot be made without a recommendation from the Regional Planning Commission.

Two existing residences would be added to the City as a result of this annexation.

Alternatives

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

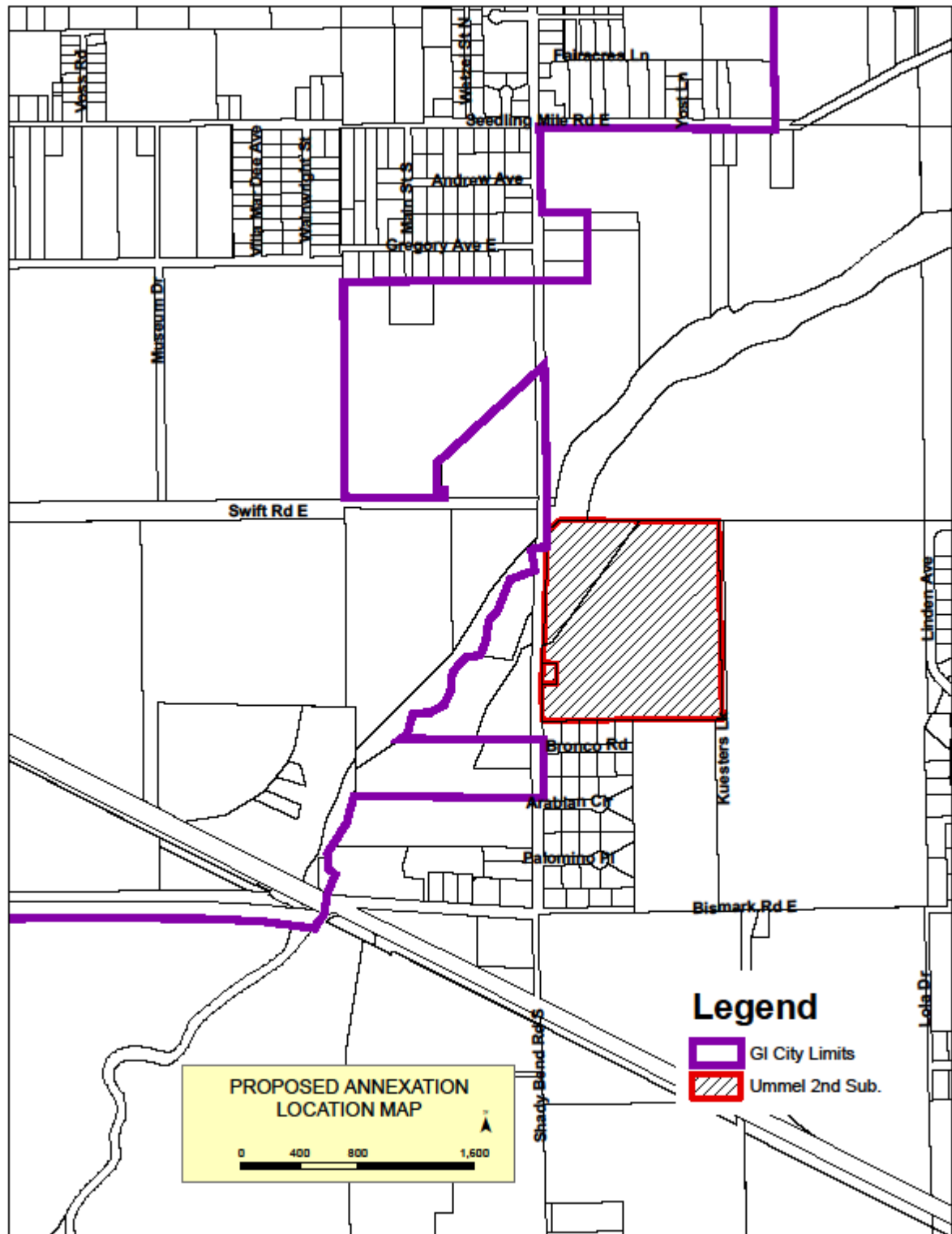
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9426

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Ummel Second Subdivision and the adjoining Right-Of-Way Shady Bend Road in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Tommy L. Ummel Sr., a single person and Tommy L. Ummel Jr. and Cary Ummel, husband and wife as owners of the property submitted a plat of Ummel Second Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Approved as to Form	<input type="checkbox"/>	_____
May 10, 2013	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9426 (Cont.)

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on April 23, 2013, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

ORDINANCE NO. 9426 (Cont.)

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

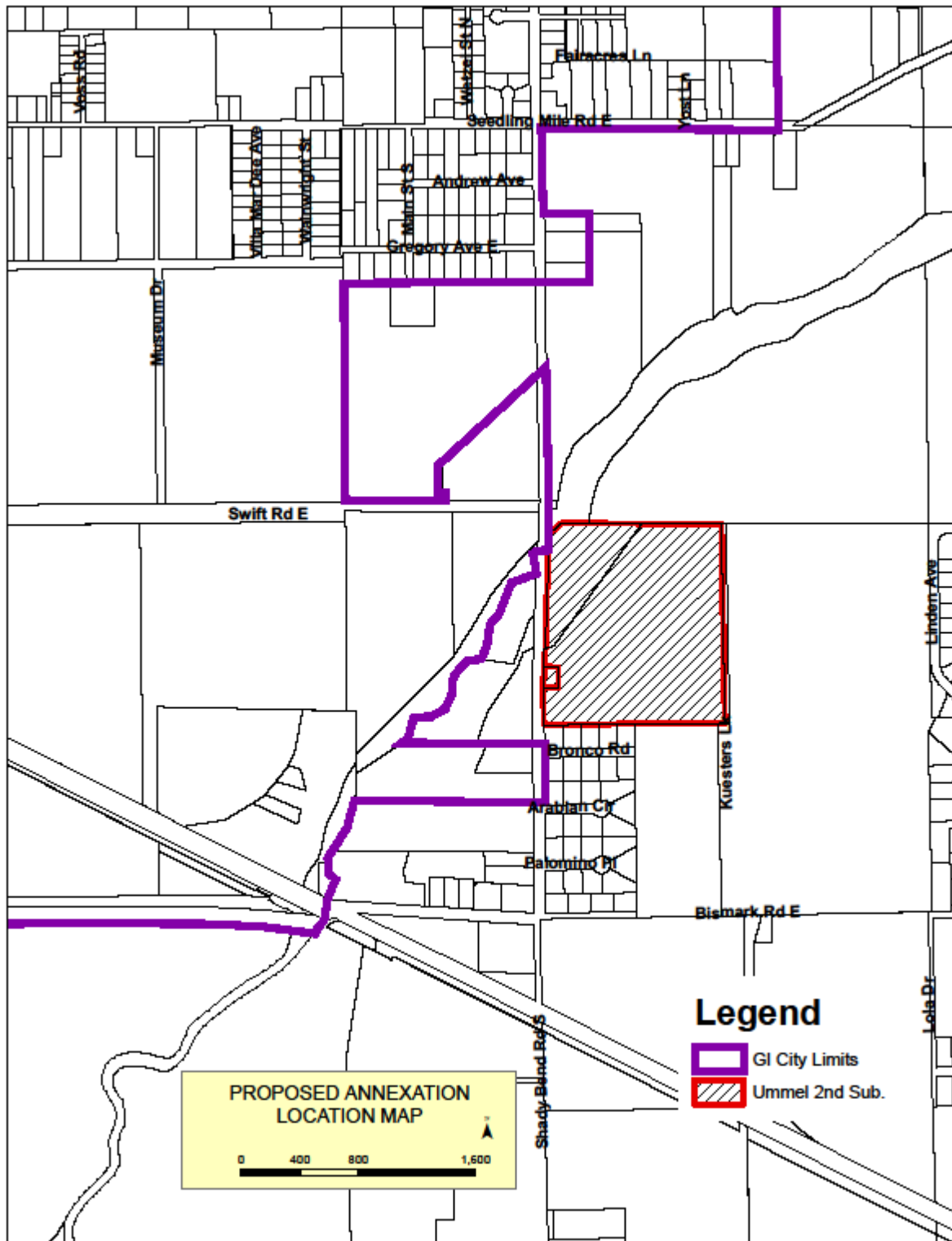
ORDINANCE NO. 9426 (Cont.)

Enacted: May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, May 14, 2013

Council Session

Item F-2

#9428 - Consideration of Creation of Water Main District 466T on Airport Road

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 14, 2013

Subject: Ordinance No. 9428 – Creation of Water Main District
466T – Airport Road

Item #'s: F-2

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The proposed district is part of the Utilities Department's Master Plan and will extend a new water main along Airport Road from ¼ mile east of Highway 281 to Sky Park Road, and along Academy Road from Airport Road to Twin Star Lane at the Central Nebraska Regional Airport (CNRA).

The construction will complete the loop in the northeast part of the water system and provide increased capacity for domestic use and fire protection to supplement the commercial growth and increased passenger traffic at the CNRA. The CNRA projects include:

- A new terminal for its fixed-base operator, Trego Dugan Aviation
- Construction of five new side-by-side hangars
- 640 new parking stalls
- New passenger terminal, which is scheduled to open in 2015

Attached is a site map of the project's location.

Discussion

Water Main District 466T will be constructed as a connection fee district. This is the City's standard method for installing large diameter "trunk" mains in areas currently having limited development and provides for the Department to be reimbursed for the related project costs when a property receives municipal service. The associated fees are not collected until the user connects to (taps) the main.

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 Ordinance No. 9428 to create Water Main District 466T.

Sample Motion

Move to approve Ordinance No. 9428, to create Water Main District 466T along Airport Road from ¼ mile east of Highway 281 to Sky Park Road, and along Academy Road from Airport Road to Twin Star Lane at the Central Nebraska Regional Airport.

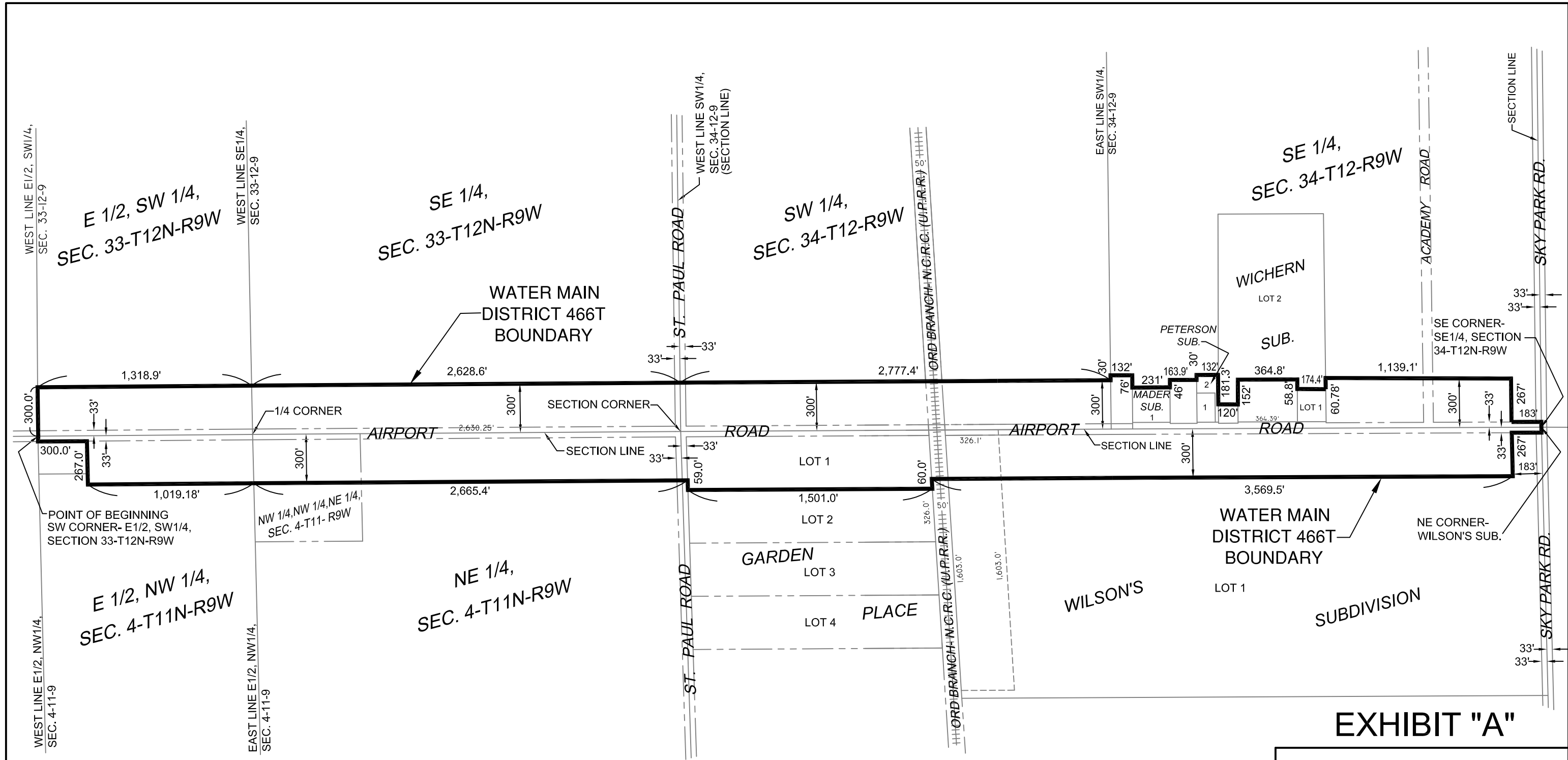
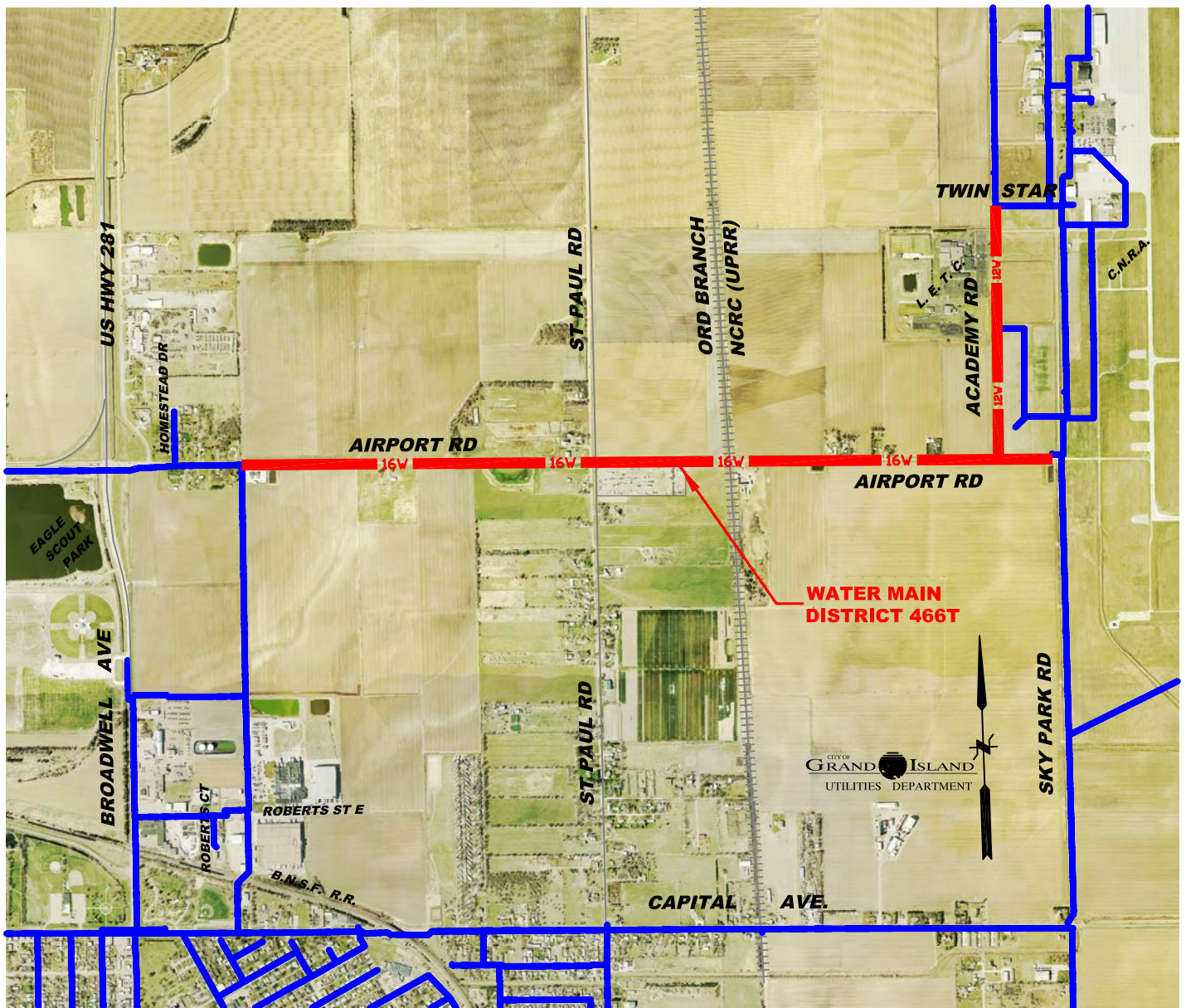


EXHIBIT "A"

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

REVISIONS			DRN. BY : K.J.M.
			DATE : 4/24/2013
			CHK. BY : T.W.B.
			DATE : 4/24/2013
			APP. BY : R.H.S.
			DATE : 4/24/2013

PLAT TO ACCOMPANY ORDINANCE NO. 9428		SH. 1 OF 1	WMD 466T
		SCALE : 1"= 600'	



Water Main District 466T Addresses- 4/25/2013

ID	Owner Name	Owner Address	Owner City	Owner State	Owner Zip
A	Bradley R. Petersen	1134 E. Capital Ave.	Grand Island	NE	68801
B	Oscar Jr. & Rose Ann Bredthauer	3230 N. St. Paul Road	Grand Island	NE	68801
C	Arthur E. & Dixie L. Ostermeier- Trustees	3600 W. Whitecloud Road	Grand Island	NE	68803
D	Alice R. Erion	1807 W. 1st Street	Grand Island	NE	68803
E	Darling National, LLC, an Iowa limited liability company f/k/a National By-Products, Inc. (Attn: Brad Phillips)	251 O'Connor Ridge Blvd. STE 300	Irving	TX	75038
F	Copart of Connecticut, Inc., a Connecticut corporation	14185 Dallas Parkway, STE 300	Dallas	TX	75254
G	Douglas R. & Tamara K. Petersen	1414 E. Capital Ave.	Grand Island	NE	68801
H	Petersen Farms, Inc.	1420 E. Capital Ave.	Grand Island	NE	68801
I	Alice L. Bartlett, Trustee	4125 Hartford Dr.	Grand Island	NE	68803
J	Melvin Brahatcek	4056 David Ave.	Grand Island	NE	68803
K	Enos C. & Sandra F. Peterson	1640 E. Airport Road	Grand Island	NE	68803
L	Bethine Bonczynski	1740 E. Airport Road	Grand Island	NE	68801
M	City of Grand Island	PO Box 1968	Grand Island	NE	68802

•This Space Reserved for Register of Deeds •

ORDINANCE NO. 9428

An ordinance creating Water Main District No. 466T in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; providing for the connection fee for connecting to such water main; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 466T in the City of Grand Island, Hall County, Nebraska, is hereby created for the laying of a sixteen (16.0) inch and twelve (12.0) inch diameter water main with its appurtenances along Airport Road and Academy Road in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney

ORDINANCE NO. 9428 (Cont.)

Beginning at the Southwest corner of the East Half of the Southwest Quarter (E1/2, SW1/4) of Section Thirty Three (33), Township Twelve (12) North, Range Nine (9) West; thence northerly along the westerly line of the East Half of the Southwest Quarter (E1/2, SW1/4) said Section Thirty Three (33), a distance of three hundred (300.0) feet; thence easterly and three hundred (300.0) feet northerly and parallel with the southerly line of the East Half of the Southwest Quarter (E1/2, SW1/4) said Section Thirty Three (33), a distance of one thousand three hundred eighteen and nine tenths (1,318.9) feet to a point on the westerly line of the Southeast Quarter (SE1/4) said Section Thirty Three (33); thence continuing easterly and three hundred (300.0) feet northerly and parallel with the southerly line of the Southeast Quarter (SE1/4) said Section Thirty Three (33), a distance of two thousand six hundred twenty eight and six tenths (2,628.6) feet to a point on the westerly line of the Southwest Quarter (SW1/4) of Section Thirty Four (34), Township Twelve (12) North, Range Nine (9) West; thence continuing easterly and three hundred (300.0) feet northerly and parallel with the southerly line of the Southwest Quarter (SW1/4) said Section Thirty Four (34), a distance of two thousand seven hundred seventy seven and four tenths (2,777.4) feet to a point on the easterly line of the Southwest Quarter (SW1/4) said Section Thirty Four (34); thence northerly along the easterly line of the Southwest Quarter (SW1/4) said Section Thirty Four (34), a distance of thirty (30.0) feet; thence easterly and three hundred thirty (330.0) feet northerly and parallel with the southerly line of Southeast Quarter (SE1/4) said Section Thirty Four (34), a distance of one hundred thirty two (132.0) feet; thence southerly along the extension of the westerly line of Mader Subdivision, a subdivision in Hall County, Nebraska, a distance of seventy six (76.0) feet to the northwest corner of said Mader Subdivision; thence easterly along the northerly line of said Mader Subdivision, a distance of two hundred thirty one (231.0) feet to the northeast corner of said Mader Subdivision; thence northerly along the extension of the easterly line of said Mader Subdivision, a distance of forty six (46.0) feet; thence easterly and three hundred (300.0) feet northerly and parallel with the southerly line of the Southeast Quarter (SE1/4) said Section Thirty Four (34), a distance of one hundred sixty three and nine tenths (163.9) feet to a point on the westerly line of Peterson Subdivision, a subdivision in Hall County, Nebraska; thence northerly along the westerly line of said Peterson Subdivision, a distance of thirty (30.0) feet to the northeast corner of said Petersen Subdivision; thence easterly along the northerly line of said

ORDINANCE NO. 9428 (Cont.)

Peterson Subdivision, a distance of one hundred thirty two (132.0) feet to a point on the westerly line of Lot Two (2), Wichern Subdivision, a subdivision in Hall County, Nebraska; thence southerly along the westerly line of Lot Two (2), said Wichern Subdivision, a distance of one hundred eighty one and three tenths (181.3) feet to a corner of Lot Two (2) said Wichern Subdivision; thence easterly, along a southerly line of Lot Two (2) said Wichern Subdivision, a distance of one hundred twenty (120.0) feet; thence northerly, parallel with the westerly line of Lot Two (2), said Wichern Subdivision, a distance of one hundred fifty two (152.0) feet; thence easterly and three hundred (300.0) feet northerly and parallel with the southerly line of Lot Two (2), said Wichern Subdivision, a distance of three hundred sixty four and eight tenths (364.8) feet; thence southerly along the extension of the westerly line of Lot One (1) said Wichern Subdivision, a distance of fifty eight and eight tenths (58.8) feet to the northwest corner of Lot One (1), said Wichern Subdivision; thence easterly along the northerly line of Lot One (1), said Wichern Subdivision, a distance of one hundred seventy four and four tenths (174.4) feet to the northeast corner of Lot One (1), said Wichern Subdivision; thence northerly along the easterly line of Lot Two (2), said Wichern Subdivision, a distance of sixty and seventy eight hundredths (60.78) feet; thence easterly and three hundred (300.0) feet northerly and parallel with the southerly line of the Southeast Quarter (SE1/4) said Section Thirty Four (34), a distance of one thousand one hundred thirty nine and one tenth (1,139.1); thence southerly and one hundred eighty three (183.0) feet westerly and parallel with the easterly line of said Section thirty four (34), a distance of two hundred sixty seven (267.0) feet to the northerly right-of-way line of Airport Road; thence easterly, along the northerly right-of-way line of said Airport Road, a distance of one hundred eighty three (183.0) feet to a point on the easterly line of said Section Thirty Four (34); thence southerly along the easterly line of said Section Thirty Four (34), a distance of thirty three (33.0) feet to the northeast corner of Wilson's Subdivision, a subdivision in Hall County, Nebraska; thence southerly along the easterly line of said Wilson's Subdivision, a distance of thirty three (33.0) feet to the southerly right-of-way line of said Airport Road; thence westerly along the southerly right-of-way line of said Airport Road, a distance of one hundred eighty three (183.0) feet; thence southerly, parallel with the easterly line of said Wilson's Subdivision, a distance of two hundred sixty seven (267.0) feet; thence westerly and three hundred (300.0) feet southerly and parallel with the northerly line of said Wilson's

ORDINANCE NO. 9428 (Cont.)

Subdivision, a distance of three thousand five hundred sixty nine and five tenths (3,569.5) feet to a point on the easterly line of Lot One (1), Garden Place, a subdivision in Hall County, Nebraska; thence southerly along the easterly line of Lot One (1) said Garden Place, a distance of sixty (60.0) feet to the southeast corner of Lot One (1) said Garden Place; thence westerly along the southerly line of Lot One (1) said Garden Place, a distance of one thousand five hundred one (1,501.0) feet to a point on the easterly right-of-way line of St. Paul Road; thence northerly along the easterly right-of-way line of said St. Paul Road, a distance of fifty nine (59.0) feet; thence westerly and three hundred (300.0) feet southerly and parallel with the northerly line of the Northeast Quarter (NE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West, a distance of two thousand six hundred sixty five and four tenths (2,665.4) feet to a point on the easterly line of the East Half of the Northwest Quarter (E1/2, NW1/4), said Section Four (4); thence continuing westerly and three hundred (300.0) feet southerly and parallel with the northerly line of East Half of the Northwest Quarter (E1/2, NW1/4), said Section Four (4), a distance of one thousand nineteen and eighteen hundredths (1,019.18) feet; thence northerly, parallel with the westerly line of East Half of the Northwest Quarter (E1/2, NW1/4), said Section Four (4), a distance of two hundred sixty seven (267.0) feet to a point on the southerly right-of-way line of said Airport Road; thence westerly, along the southerly right-of-way line of said Airport Road, a distance of three hundred (300.0) feet to a point on the westerly line of the East Half of the Northwest Quarter (E1/2, NW1/4), said Section Four (4); thence northerly along the westerly line of East Half of the Northwest Quarter (E1/2, NW1/4), said Section Four (4), a distance of thirty three (33.0) feet to the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such water main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine

ORDINANCE NO. 9428 (Cont.)

benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the water main in such district. No property thus benefited by water main improvements shall be connected to the water main until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen (15) days in one issue of the Grand Island Independent.

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

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted May 14, 2013 .

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item F-3

#9429 – Consideration of Amending Chapter 12-5 of the Grand Island City Code Relative to Positions Covered by Civil Service

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: May 14, 2013

Subject: Consideration of Amending Chapter 12 of the City Code

Item #'s: F-3

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Chapter 12 of the City Code deals with Civil Service Rules. The positions that are covered under the Civil Service are listed under sub-paragraph 5. The only positions at the City that are recognized as Civil Service positions are the sworn positions in the Police and Fire departments.

Discussion

Council recently approved the addition of Shift Commanders in the Fire Department. This is a sworn position in the Fire Department and as such will fall under Civil Service Rules and Regulations. This Ordinance will amend Chapter 12 to include the position Fire Shift Commander.

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

Recommend the amendment of Chapter 12 of the Grand Island City Code to include the position of Fire Shift Commander.

Sample Motion

Move to approve the amendment of Chapter 12 of the Grand Island City Code to include the position of Fire Shift Commander.

ORDINANCE NO. 9429

An ordinance to amend Chapter 12 of the Grand Island City Code; to amend Section 5 pertaining to Civil Service Positions; to repeal Section 5 as now existing; and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 12-5 of the Grand Island City Code is amended to read as follows:

§12-5. Civil Service Positions

The following official job classification titles are designated for employment positions subject to the Civil Service Act:

Police Department:

Police Chief
Police Captain
Police Sergeant
Police Officer

Fire Department:

Fire Chief
Fire Division Chief
Fire Shift Commander Fire Captain
Fire Fighter EMT-P
Fire Fighter EMT-B

The number of employment positions within each job classification shall be as from time to time determined by the Mayor. The Mayor shall have the authority to create additional employment positions and to eliminate any or all employment positions in each said job classification except Police Chief and Fire Chief.

Amended by Ordinance No. 9253, effective 3-24-10
Amended by Ordinance No. 9429, effective

SECTION 2. The foregoing section of Chapter 12 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

Approved as to Form	<input type="checkbox"/>	_____
May 9, 2013	<input type="checkbox"/>	City Attorney

ORDINANCE NO. (Cont.)

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen days as provided by law.

Enacted: May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-1

Approving Minutes of April 23, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 23, 2013

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 April 23, 2013. Notice of the meeting was given in *The Grand Island Independent* on April 17, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Bob Niemann, Linna Dee Donaldson, Chuck Haase, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Scott Dugan, Mike Paulick, and Vaughn Minton. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Public Works Director John Collins and Finance Director Jaye Monter.

INVOCATION was given by Pastor Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation “Public Health Month” April, 2013. Mayor Vavricek proclaimed the month of April, 2013 as “Public Health Month”. Ryan King representative from the Central NE Health Department was present to receive the proclamation.

Proclamation “Stand Against Racism” April 26, 2013. Mayor Vavricek proclaimed April 26, 2013 as “Stand Against Racism”. Dori Bush and Anita Lewandowski representing the YWCA were present to receive the Proclamation.

Recognition of Nebraska State Fair 1868 Foundation “Chillin’ at the State Fair”. Mayor Vavricek recognized the efforts of the Nebraska State Fair 1868 Foundation to raise money to air condition the concourse beneath the grandstand at the Nebraska State Fair. Executive Director of the Nebraska State Fair Joseph McDermott and Executive Director of the 1868 Foundation Lindsey Koepke were present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 1140 South Lincoln Street (Goodwill Industries). Utilities Director Tim Luchsinger reported that a utility easement located at 1140 South Lincoln Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of providing conduit placement as constructed in addition to the easements obtained previously. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located 1/4 Mile South of Stolley Park Road and 1/4 Mile West of Gunbarrel Road (Rainy Day Farm Enterprises Preferred, LLC). Utilities Director Tim Luchsinger reported that a utility easement located 1/4 mile south of Stolley Park

Road and 1/4 mile west of Gunbarrel Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing underground conduit, cable and a pad-mounted transformer to serve the irrigation well on the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located between Phoenix & Oklahoma Avenues and Locust & Eddy Streets along the Hike/Bike Trail (Steve & Barbara Fuller). Utilities Director Tim Luchsinger reported that a utility easement located between Phoenix & Oklahoma Avenues and Locust & Eddy Streets was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of locating new overhead primary and secondary lines and a transformer to help solve low voltage issues. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property Located West of South Locust Street and South of US Hwy 34 from LLR (Large Lot Residential) to B2 (General Business Zone). Regional Planning Director Chad Nabity reported that a request to rezone approximately 4 acres of land south of Lake street and west of South Locust Street (3556 South Locust Street) from LLR (Large Lot Residential) to B2 (General Business Zone) had been received to make the zoning consistent across the full parcel. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan Area 8 Located at 1119 South Adams Street. Regional Planning Director Chad Nabity reported that Chief Industries, Inc., developer, had submitted a proposed site specific redevelopment plan that would provide for site acquisition, clearance and extension of utilities and subsequent construction of a duplex at 809 and 811 Kimball Avenue. Council was asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plat for CRA Area #8 and authorize the CRA to execute a contract for TIF based on the plan amendment. Ron Depue, 308 North Locust Street spoke in support. Staff recommended approval. No public testimony was heard.

Public Hearing on Annexation of Ummel Second Subdivision Located North of Bronco Road and East of Shady Bend Road. Regional Planning Director Chad Nabity reported that Tommy Ummel Sr., Tommy Ummel Jr. and Cary Ummel, owners had submitted Ummel Second Subdivision as an Addition to the City of Grand Island. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Permanent Easements for the North Interceptor Phase 1 Project No. 2012-S-6. Public Works Director John Collins reported that permanent easements were necessary to complete the North Interceptor located north of Swift Road and south of the new pumping station between 7th Street and the Wastewater Treatment Plant. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Right-of-Way for the Various Locations 2013 Federal Aid Resurfacing Project. Public Works Director John Collins reported that the City sought federal Surface Transportation Program (STP) funds for Various Locations in Grand Island. The proposed project consisted of removing 2" of existing asphalt by cold milling and placement of 2" new Asphaltic Concrete. Right-of-Way was necessary for this project to be complete. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9425 – Consideration of Request to Rezone Property Located West of South Locust Street and South of US Hwy 34 from LLR (Large Lot Residential) to B2 (General Business Zone)

#9426 – Consideration of Annexation of Ummel Second Subdivision Located North of Bronco Road and East of Shady Bend Road (First Reading)

#9427 – Consideration of Creation of Street Improvement District No. 1261; Westgate Road – North Road East to Paved Section of Westgate 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 these ordinances 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.

#9425 – Consideration of Request to Rezone Property Located West of South Locust Street and South of US Hwy 34 from LLR (Large Lot Residential) to B2 (General Business Zone)

Ordinance #9425 related to the aforementioned Public Hearing.

Motion by Donaldson, second by Niemann to approve Ordinance #9425.

City Clerk: Ordinance #9425 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 #9425 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9425 is declared to be lawfully adopted upon publication as required by law.

#9426 – Consideration of Annexation of Ummel Second Subdivision Located North of Bronco Road and East of Shady Bend Road (First Reading)

Ordinance #9426 related to the aforementioned Public Hearing. Discussion was held regarding the availability of city sewer and water.

Motion by Dugan, second by Niemann to approve Ordinance #9426.

City Clerk: Ordinance #9426 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.

#9427 – Consideration of Creation of Street Improvement District No. 1261; Westgate Road – North Road East to Paved Section of Westgate Road

Public Works Director John Collins reported that Ordinance #9427 would create Street Improvement District No. 1261. The District would consist of Westgate Road extending east from North Road to the existing hard surface portion of Westgate Road. The project would consist of paving, as well as connecting the initial phase of the Moores Creek Drainway to this area and eliminating the ditch section. This project was currently estimated at \$500,000.00 and would be assessed to adjacent property owners. All property owners in this proposed district had signed the district creation petition form. Staff recommended approval. No public testimony was heard.

Motion by Gilbert, second by Donaldson to approve Ordinance #9427.

City Clerk: Ordinance #9427 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 #9427 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9427 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-15 and G-18 were removed for further discussion. Motion by Donaldson, second by Niemann to approve the Consent Agenda excluding items G-15 and G-18. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 9, 2013 City Council Regular Meeting.

Receipt of Official Documents – Pawnbroker's Official Bonds for G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645 South Locust Street.

Approving Re-Appointments of Julie Connelly, Karen Bredthauer, and Scott Ericksen to the Interjurisdictional Planning Commission.

#2013-109 – Approving Final Plat and Subdivision Agreement for Rainbow Sixth Subdivision. It was noted that SSB Development LLC, owner, had submitted the Final Plat and Subdivision Agreement for Rainbow Sixth Subdivision for the purpose of creating 25 lots on property located south of Rainbow Road and east of Blaine Street containing 19.775 acres.

#2013-110 – Approving the Change of Name for a Private Street from Riley Circle to Bentley Circle.

#2013-111 – Approving Acquisition of Utility Easement Located at 1140 South Lincoln Street (Goodwill Industries).

#2013-112 – Approving Acquisition of Utility Easement Located 1/4 Mile South of Stolley Park Road and 1/4 Mile West of Gunbarrel Road (Rainy Day Farm Enterprises Preferred, LLC).

#2013-113 – Approving Acquisition of Utility Easement Between Phoenix & Oklahoma Avenues and Locust & Eddy streets along the Hike/Bike Trail (Steve & Barbara Fuller).

#2013-114 – Approving Recommendation for Acceptance of Electric System Consulting Engineer with Burns & McDonnell of Kansas City, MO in an Amount not-to-exceed \$24,000.00.

#2013-115 – Approving Execution of Dodd-Frank Act Representations and Reporting Amending Agreement Relative to the Tenaska Power Marketing Agreement.

#2013-116 – Approving Agreement for Temporary Construction Easements for the North Interceptor Phase I Project No. 2012-S-6 for a Total Amount of \$8,570.00.

#2013-117 – Approving Acquisition of Permanent Easements for the North Interceptor Phase I Project No. 2012S-6 for a Total Amount of \$18,176.00.

#2013-118 – Approving Acquisition of Right-of-Way for the Various Locations 2013 Federal Aid Resurfacing Project for a Total Amount of \$620.00.

#2013-119 – Approving Agreement for Engineering Services for the Eddy Street and Sycamore Street Underpass Bridges and Retaining Walls with Parsons Brinckerhoff, Inc. of Lincoln, NE with a Maximum Amount of \$116,959.87.

#2013-120 – Approving State Bid Award for (1) 2013 F350 Extended Cab Diesel Ford 4x4 Pickup for the Wastewater Division of the Public Works Department with Anderson Auto Group of Lincoln, NE in an Amount of \$38,181.00. Public Works Director John Collins reported this 2013 Ford truck was to replace the 2013 Chevrolet truck approved by Council but was unavailable. Discussion was held regarding the need for an extended cab and diesel engine. Mr. Collins stated he would look into this before they purchased the truck.

Motion by Haase, second by Dugan to approve Resolution #2013-120. Upon roll call vote, all voted aye. Motion adopted.

#2013-121 – Approving Work Directive No. 1 in Lift Station No. 7 Improvements Project No. 2011-S-1A with The Diamond Engineering Company of Grand Island, NE in an Estimated Amount of \$466.00.

#2013-122 – Approving Agreement for Temporary Construction Easements & Leasehold Agreements for the Various Locations 2013 Federal Aid Resurfacing Project in a Total Amount of \$10,745.00.

#2013-123 – Approving Contract with CentruyLink for Private Switch/Automatic Location Identification Service for City Hall Calls to 911 Center in an Amount of \$15.75 Monthly, a Nonrecurring Fee of \$27.90, and a System Setup Charge of \$2,036.00. Finance Director Jaye Monter explained the purchase of the Private Switch/Automatic Location Identification Service. Emergency Management Director Jon Rosenlund explained that the DID number was to match the addresses. Discussion was held regarding the extra cost of DID lines.

Motion by Haase, second by Minton to approve Resolution #2013-123. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2013-134 – Consideration of Approving Amendment to the Redevelopment Plan Area 8 Located at 119 South Adams Street. This item related to the aforementioned Public Hearing. Comment was made regarding the source of financing.

Motion by Gericke, second by Niemann to approve Resolution #2013-124. Upon roll call vote, all voted aye. Motion adopted.

#2013-125 – Consideration of Approving a Resolution to Authorize Filing Applications with the Federal Transit Administration for Federal Transportation Assistance. Regional Planning Director Chad Nabity reported that in October, 2012 the City was designated by the State of Nebraska as a direct Recipient of Section 5307 Urban Transit Funds available through the State of Nebraska from the Federal Transit Administration (FTA). This Resolution preserves the ability of the City to access 5307 urban transit dollars in the future. Staff recommended approval.

Comments were made that the 5307 dollars were not dollars currently spent on transportation. Mr. Nabity stated those were rural transit dollars and the 5307 were new monies. This resolution would allow the access of those funds.

Motion by Dugan, second by Haase to approve Resolution #2013-125. Upon roll call vote, all voted aye. Motion adopted.

#2013-126 – Consideration of Approving Emergency Procurement for Platte Generating Station Cooling Tower Repairs. Utilities Director Tim Luchsinger reported that during the night of April 8, 2013, high winds damaged one of the five fan chutes on the cooling tower. Due to procurement procedures delaying the repair it is recommended that authorization to proceed with obtaining a contractor be declared an emergency and that the Utilities Department be authorized to proceed with the cooling tower at Platte Generating Station at an estimated cost of \$60,000.00.

Discussion was held regarding the risk of the same damage to the other towers. Mr. Luchsinger stated this was the first time in 30 years this had happened. All the other towers were OK. Questioned was if this was covered under the City's liability insurance. Mr. Luchsinger stated the Utility Department had a half a million dollar deductible.

Motion by Gericke, second by Haase to approve Resolution #2013-126. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Donaldson to approve the Claims for the period of April 10, 2013 through April 23, 2013, for a total amount of \$3,174,484.30. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:06 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-2

Approving Minutes of May 7, 2013 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

May 7, 2013

Pursuant to due call and notice thereof, a Special Council 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 7, 2013. Notice of the meeting was given in the *Grand Island Independent* on May 1, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Scott Dugan, John Gericke, Mitch Nickerson, Julie Hehnke, Chuck Haase, Linna Dee Donaldson, and Bob Niemann. Councilmember Peg Gilbert was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Finance Director Jaye Monter, and Public Works Director John Collins.

The PLEDGE OF ALLEGIANCE was said.

PRESENTATIONS AND PROCLAMATIONS:

Presentation on Grand Island's Proposal for the Central Nebraska Veterans Home. Chamber of Commerce President Cindy Johnson and Economic Development President Marlan Ferguson representing the Home for Our Heros Committee gave a PowerPoint presentation regarding the Central Nebraska Replacement Veterans' Home. On April 26, 2013 indications of interest were received from the following four cities: Kearney, Hastings, North Platte and Grand Island.

The Process for the Central Nebraska Replacement Veterans' Home Receipt, Evaluation and Site Selection Recommendations were presented as follows:

- Issuance of Request for Statement of Interest and Offer – April 29, 2013
- Pre-Offer Meeting – May 10, 2013
- Deadline for Receipt of Written Questions and Clarifications – May 17, 2013
- Publish Responses to Written Questions and Clarifications – May 23, 2013
- Statement of Interest and Offers Due – June 11, 2013
- Site Visits – June 13 and 14, 2013

The following Grand Island Efforts were reviewed:

- First Comprehensive Discussions, Summer 2012
- Regular Planning Meetings, October 2012
 - Convened by Senators Mike Gloor & Annette Dubas
- Information Gathering
- Interactions with appropriations Committee re: Budget Line Item, Winter 2013
- Presentation at Legislature's Appropriations Committee Budget Hearing, March 25, 2013
- Engaging Lobbyists, March 2013
- Full Legislature Budget Hearing, May 7, 2013

Committee Members were:

- Mary Lou Brown, City of Grand Island

- Marlan Ferguson, Economic Development Corporation
- John Gericke, Grand Island City Council
- Ken Gnadt, former Mayor
- Chuck Haase, Grand Island City Council
- Margaret Hornady, former Mayor
- Cindy Johnson, Chamber of Commerce
- Pam Lancaster, Hall County Board of Supervisors
- Ann Martin, Idea Bank Marketing
- Bob McFarland, Hall County Board of Supervisors
- Bob Niemann, Grand Island City Council
- Gary Quandt, Hall County Board of Supervisors
- Don Smith, Grand Island Independent
- Mayor Jay Vavricek, City of Grand Island

Presented were the following nine basic site selection criteria and requirements totaling 1,200 points: physical factors (200 points), utilities/infrastructure (150 points), cultural (50 points), environmental (100 points), community services (200 points), regulatory (50 points), workforce (300), community support (50 points), and program enhancements (100 points).

Public Works Director John Collins commented on the Capital Avenue widening project and the flood plain.

Mr. Ferguson commented on the opportunity from an economic standpoint to keep jobs in our community by keeping the Veterans Home in Grand Island. Occupational therapy with regards to the woodshop and ceramic kiln were mentioned as an important part of the proposal and would be brought back to Council on how to fund.

Paul Wicht representing the Elks Club read a letter of support from the Elks Club for the Veterans Home to stay in Grand Island.

ADJOURN TO EXECUTIVE SESSION: Motion by Niemann, second by Nickerson to adjourn to Executive Session at 7:43 p.m. for the purpose of a strategy session with respect to threatened and pending litigation. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Dugan, second by Gericke to return to Regular Session at 8:54 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:54 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-3

Approving Appointments to the Metropolitan Planning Organization Policy Board

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: May 14, 2013

Subject: Appointments to the Grand Island Area Metropolitan Planning Organization Policy Board

Item #'s: G-3

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

Background

On February 12, 2013 the Grand Island City Council approved an agreement with the State of Nebraska regarding the formation of the Grand Island Area Metropolitan Planning Organization (GIAMPO). As part of that agreement the makeup of the GIAMPO Policy Board was detailed in Article 4 as shown below. The voting membership of the board includes the Mayor and 4 Council Members selected by the Mayor and approved by Council. Tonight the Mayor is submitting his selection for the first Council Members of the GIAMPO Policy Board per the agreement with the State of Nebraska. Subsequent members of the GIAMPO Policy Board will be selected and ratified at the same time as other council board appointments.

ARTICLE 4: Policy Board for the GIAMPO

Section A: A Policy Board for the GIAMPO is hereby created and established.

Sub-Section 1: The voting membership of the Policy Board shall be as follows:

- (a) The Mayor of Grand Island.
- (b) Four members of the Grand Island City Council recommended by the Mayor and approved by the City Council with other annual boards and commissions appointments.
- (c) Two members of the Hall County Board of Supervisors who reside within the metropolitan transportation planning area, selected by the County Board of Supervisors.
- (d) The Chair of the Hall County Regional Planning Commission, or their designee from the Hall County Regional Planning Commission. Representative must live within the metropolitan transportation planning area.
- (e) The NDOR Director-State Engineer, or designee.

Sub-Section 2: The Ex-Officio (non-voting) membership on the Policy Board shall be as follows:

- (a) The FHWA Nebraska Division Administrator or designee.
- (b) The FTA Region VII Administrator or designee.
- (c) Other members as approved by a majority vote of the Policy Board.

Ex-Officio members for the Policy Board shall have the right to fully participate in the meetings of the Policy Board, except that they shall not be entitled to vote on matters before the Policy Board.

The Hall County Board of Supervisors has appointed Dan Purdy and Bob McFarland to represent the County on the GIAMPO Policy Board. Pat O'Neill the Chair of the Planning Commission is a resident within the planning area and will represent the Hall County Regional Planning Commission. The first GIAMPO Policy Board Meeting will be scheduled for the week of May 20, 2013.

Discussion

The Mayor has submitted Vaughn Minton, Scott Dugan, Robert Niemann and Julie Hehnke for membership representing the Grand Island City Council on the GIAMPO Policy Board. These appointments would become effective May 14, 2013 upon approval by the City Council. Council members representing the City on the GIAMPO policy board are to be reappointed with the annual Council committee appointments in December or January of each year.

Alternatives

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

- 1. Move to approve the membership as submitted
- 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 membership as submitted

Sample Motion

Move to approve the Council membership on the GIAMPO Policy Board as Submitted.



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-4

#2013-127 - Approving Final Plat and Subdivision Agreement for Chief/Westgate Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 14, 2013

Subject: Chief/Westgate Subdivision – Final Plat

Item #'s: G-4

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

Background

This property is located north of US Highway 30 and east of North Road., this is a Replat of all of Lot 1, Westgate Fourth Subdivision, in the City of Grand Island, and part of the Southwest Quarter (SW1/4) of Section Twenty-Four (24), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska, said tract containing 12.13 acres.

Discussion

The revised final plat for Chief/Westgate Subdivision was considered by the Regional Planning Commission at the May 1, 2013 meeting. A motion was made by Hayes and seconded by Bredthauer to approve the plat as presented. A roll call vote was taken and the motion passed with 7 members present (McCarty, O'Neill, Ruge, Hayes, Reynolds, Bredthauer and Snodgrass) voting in favor.

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 final plat as presented.

Sample Motion

Move to approve as recommended.



Chief/Westgate Subdivision

Developer/Owner

Chief Construction Company
Roger Bullington
PO Box 2078
Grand Island NE 68802-2078

To create 4 lots north of US Hwy 30 and east of North Road, in the City of Grand Island, in Hall County, Nebraska.

Size: 12.13 Acres.

Zoning: B2 – General Business Zone.

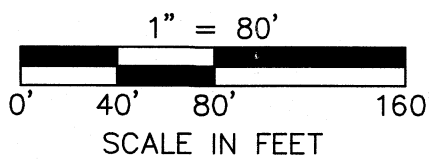
Road Access: Public Streets.

Water: City water is available.

Sewer: City sewer is available.



FINAL PLAT



A REPLAT OF ALL OF LOT 1, WESTGATE FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, AND PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST, OF THE 6TH P.M., ALL IN HALL COUNTY, NEBRASKA.

COMMENCING AT THE WEST QUARTER (W1/4) CORNER OF SAID SECTION 24-T11N-R10W, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N88°31'16"E A DISTANCE OF 39.98 FEET TO A POINT ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF NORTH ROAD, POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, WESTGATE FOURTH SUBDIVISION; THENCE N01°07'41"W, ALONG SAID EAST R.O.W. LINE, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1, A DISTANCE OF 159.80 FEET TO A POINT BEING THE INTERSECTION OF SAID EAST R.O.W. LINE AND THE SOUTH R.O.W. LINE OF WESTGATE ROAD; THENCE N88°47'19"E, ALONG SAID SOUTH R.O.W. LINE, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 657.52 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCK-WISE DIRECTION, ALONG SAID SOUTH R.O.W. LINE AND SAID NORTH LINE OF LOT 1, HAVING A DELTA ANGLE OF 06°03'19", HAVING A RADIUS OF 200.00 FEET, AND A CHORD BEARING OF N85°14'06"E A CHORD DISTANCE OF 21.13 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID LOT 1 AND THE NORTHWEST CORNER OF LOT 2, OF SAID WESTGATE FOURTH SUBDIVISION; THENCE S14°46'27"E, ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID LOT 2, A DISTANCE OF 165.70 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1; THENCE S14°43'20"E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 190.24 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING ON THE NORTHERLY R.O.W. LINE OF HIGHWAY 30; THENCE ALONG A CURVE IN A COUNTER CLOCK-WISE DIRECTION, ALONG SAID NORTHERLY R.O.W. LINE, HAVING A DELTA ANGLE OF 19°17'45", HAVING A RADIUS OF 2934.78 FEET, AND CHORD BEARING OF S45°11'58"W A CHORD DISTANCE OF 983.70 FEET; THENCE N54°28'05"W A DISTANCE OF 113.29 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4); THENCE N01°07'42"W, ALONG SAID WEST LINE A DISTANCE OF 795.22 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED ARE OF 528,445.03 SQUARE FEET OR 12.13 ACRES MORE OR LESS OF WHICH 0.74 ACRES ARE NEW DEDICATED ROAD RIGHT-OF-WAY.

I HEREBY CERTIFY THAT ON _____, 2013, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF ALL OF LOT 1, WESTGATE FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, AND PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST, OF THE 6TH P.M., ALL IN HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

DEDICATION OF PLAT

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA, THIS ____ DAY OF _____, 2013.

ACKNOWLEDGMENT

ON THIS ____ DAY OF _____, 2013, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVE OSTDIK, VICE PRESIDENT/CHIEF FINANCIAL OFFICER, CHIEF INDUSTRIES, INC. A DELAWARE CORPORATION, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC

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

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

MAYOR

CITY CLERK

NORTHWEST (NW) CORNER, SECTION 24-T11N-R10W
FOUND ALUMINUM CAP IN ASPHALT
NW 45.80' TO MAG NAIL & WASHER IN TOP OF FENCE POST
SW 53.88' TO MAG NAIL & WASHER IN GUY POLE
SSW 69.57' TO TOP NUT OF FIRE HYDRANT
NE 51.76' TO MAG NAIL & WASHER IN POWER POLE

FOUND ALUMINUM CAP IN ASPHALT

E	39.98'	TO FOUND 1/2" IRON PIPE
W	32.62'	TO TOP NUT ON FIRE HYDRANT
W	39.96'	TO FOUND 1/2" IRON PIPE W/PLASTIC CAP
E	34.06'	TO RED HEAD IN TOP OF WOOD POST
W	40.31'	TO MAG NAIL IN FENCE POST

FOUND ALUMINUM CAP IN ASPHALT
NW 49.90' TO RED HEAD IN WOOD POST
W 9.06' TO CENTER OF MANHOLE COVER
NE 51.68' TO RED HEAD IN POWER POLE
WNW 107.36' TO RED HEAD IN POWER POLE

LEGEND

-

M
P
R

DWG: F:\projects\013-0239_-SRV\Find_Plat\0130239_FP Chief.dwg USER: jjimenez
DATE: Apr 11, 2013 3:32pm XREFS: C-1_3-29-13 0130239_xbase

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

PROJECT NO. 2013-0239

Chief Greenline
Site Survey

FR CL 2013-5

RESOLUTION 2013-127

WHEREAS, Chief Industries, INC., being the said owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "CHIEF/WESTWOOD SUBDIVISION", to be laid out into 4 lots, a Replat of all of Lot 1, Westgate Fourth Subdivision, in the City of Grand Island, and part of the Southwest Quarter (SW1/4) of Section Twenty-Four (24), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in 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 hereinbefore 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 CHIEF/WESTGATE 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 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 10, 2013	▣ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-5

#2013-128 - Approving Purchase of Mobile Field Reporting for Code Enforcement

Staff Contact: Steve Lamken

Council Agenda Memo

From: Police Department, Chief Lamken

Meeting: May 14, 2013

Subject: Purchase of Mobile Field Reports for Code Enforcement

Item #'s: G-5

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department proposed and budgeted for the purchase of Spillman Mobile Law and Field Interview Forms for the Patrol Division and the Code Enforcement Unit. The Council approved the purchase of the software for the Patrol Division earlier in the year. This request is to purchase five software licenses for the Code Enforcement fleet. The cost of the five licenses is \$7,575.00 which is within the budgeted cost of \$8,500.00

Discussion

The Police Department proposed and budgeted for the purchase and implementation of Spillman Mobile Law and Field Interview Forms software for both the Patrol Division and the Code Enforcement Unit as part of the recommendations from the public safety study. The Department purchased the software for the Patrol Division earlier in the fiscal year. We are recommending the purchase of the software for the Code Enforcement Unit at this time. This will allow the programmers at Spillman to work on the customizing of the software for both Patrol and Code Enforcement at the same time. The Code Enforcement Unit fleet will also require Mobile Records and Mobile State and National Queries software licenses to support the Mobile Law and Field Interview Forms software. These additional software licenses are needed as the Code Enforcement fleet has not had mobile computing technology prior to this time. The Records and Queries software were not needed for the Patrol Division fleet as they are currently in use.

Spillman Technologies software is proprietary and the Mobile Law and Field Interview Forms software is the only product that will work with the Department's current Spillman Records Management software.

The cost of five Mobile Law and Field Interview Forms licenses which includes both the Mobile Law and State and National Queries licenses for the Code Enforcement fleet is \$7,575.00. The Department budgeted \$8,500.00 for the software purchase.

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 purchase of five Spillman Mobile Law and Field Interview Forms software licenses that includes Mobile Law and Mobile State and National Queries software licenses from Spillman Technologies Inc. for \$7,575.00

Sample Motion

Move to approve the purchase of five Mobile Law and Field Interview Forms software licenses that includes Mobile Law and Mobile State and National Queries software licenses from Spillman Technologies Inc. for \$7,575.00.

Quote and Purchase Addendum

Quoted Date:	April 25, 2013	Quote Number:	QUO-03095-T7T6P0
Quote Expiration Date:	June 30, 2013	Prepared By:	Max Jenkins

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.

Included in Quote

- Mobile Law & Field Interview Forms - 5 Seat License(s)
- Mobile Records - 5 Seat License(s)
- Mobile State & National Queries - 5 Seat License(s)

Package Quote

\$7,575

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Your estimated 2nd-year Spillman maintenance will be: \$0

Grand Island Police Department

Customer Name

Authorized Signature

Date

Print Name and Title

RESOLUTION 2013-128

WHEREAS, The Police Department has planned and budgeted for the implementation of mobile field reporting for the Code Enforcement Unit; and

WHEREAS, the Police Department uses Spillman Technologies for Records Management and Mobile software; and

WHEREAS, Spillman Technologies has provided a quote of \$7,575.00 for five Mobile Law and Field Interview Forms software licenses that included five Mobile Law and Mobile State and National Queries software licenses for the Code Enforcement Unit vehicle fleet, and

WHEREAS, Spillman software is proprietary and Mobile Law and Field Interview Forms is the only software that will work with the Police Department's records management software; and

WHEREAS, the \$7,575.00.00 quote is within the Police Department budget of \$8,500.00 for the software.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of five Mobile Law and Field Interview Forms software licenses that includes Mobile Law and Mobile State and National Queries software licenses from Spillman Technologies Inc. for \$7,575.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-6

#2013-129 - Approving Acquisition of Utility Easement - 2391 S. North Road - Chief Industries

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2013-129

WHEREAS, a public utility easement is required by the City of Grand Island, from Chief Industries, Inc., 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 14, 2013, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the Northwest corner of Lot Two (2) Grand Island Industrial Park West Subdivision in the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing of N57°55'35"E, and running along the northerly line of said Lot Two (2), a distance of three hundred seventeen and forty nine hundredths (317.49) feet to the ACTUAL Point of Beginning; thence continuing N57°55'35"E and running along the northerly line of said Lot Two (2), a distance of twenty three and forty four hundredths (23.44) feet; thence S0°37'19"E, a distance of two hundred fifty eight and seventeen hundredths (258.17) feet; thence S88°26'57"E, a distance of seventy seven and seventy two hundredths (77.72) feet; thence S1°40'59"E, a distance of twenty and three hundredths (20.03) feet; thence N88°26'57"W, a distance of seventy eight and ten hundredths (78.10) feet; thence S0°37'19"E, a distance of sixty four and sixty hundredths (64.60) feet; thence S89°22'41"W, a distance of twenty (20.0) feet; thence N0°37'19"W, a distance of three hundred thirty and fifty five (330.55) feet to a point on the northerly line of said Lot Two (2) being the said Point of Beginning.

The above-described easement and right-of-way containing 0.19 acres, more or less, as shown on the plat dated 4/17/2013, 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 Chief Industries, Inc., on the above-described tract of land.

- - -

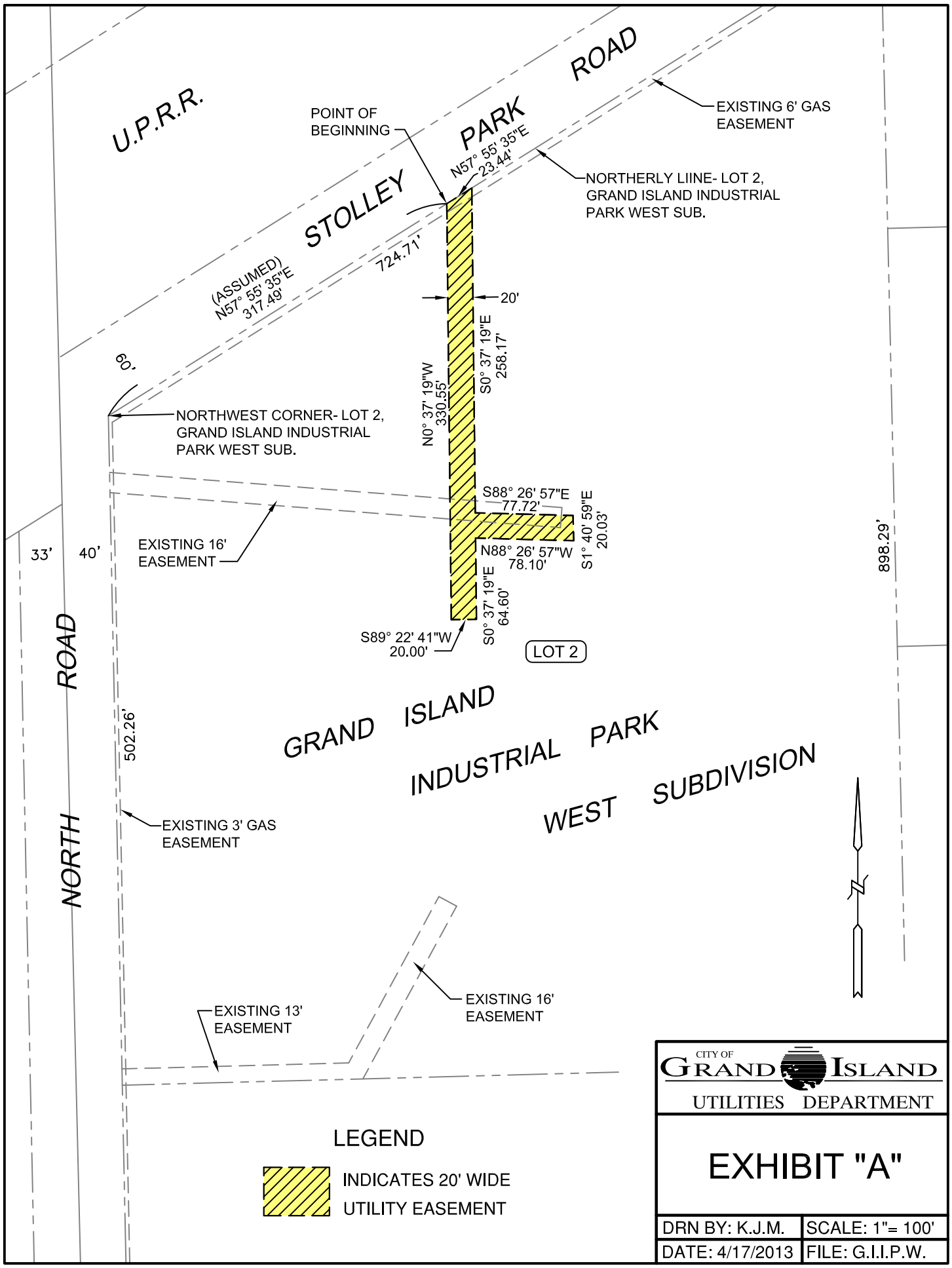
Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
May 10, 2013	City Attorney





City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-7

#2013-130 - Approving Acquisition of Utility Easement - 1403, 1411, 1419, and 1427 S. Adams Street

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2013-130

WHEREAS, a public utility easement is required by the City of Grand Island, from Gary Eilenstine, 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 14, 2013, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The westerly fifteen (15.0) feet of Lot One (1), Lot Two (2), Lot Three (3), and Lot Four (4), all of South Place Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 0.16 acres, more or less, as shown on the plat dated 4/3/2013, 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 Gary Eilenstine, on the above-described tract of land.

- - -

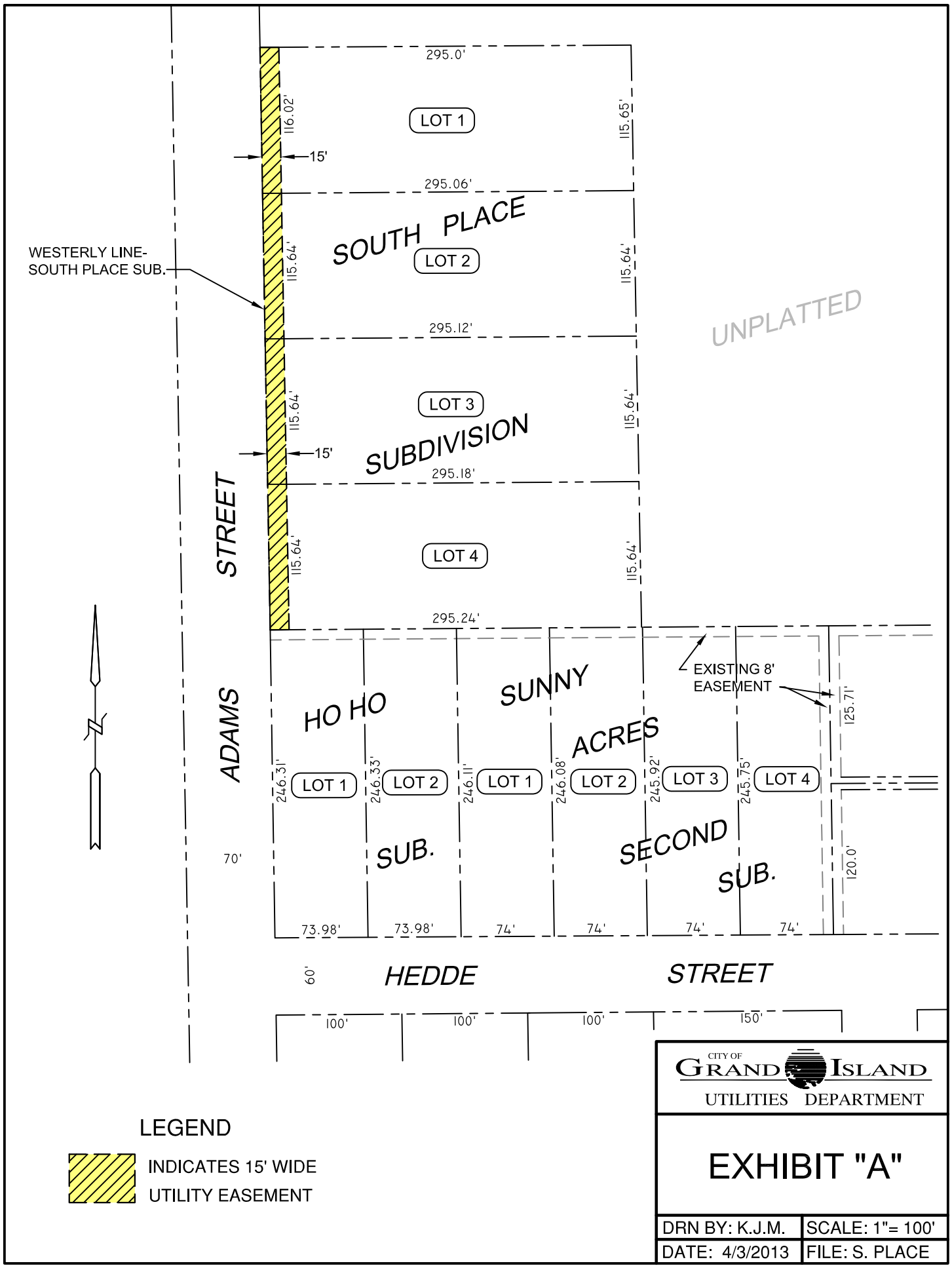
Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney





City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-8

#2013-131 - Approving Acquisition of Utility Easement - 1922 West 3rd Street - Jelinek

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2013-131

WHEREAS, a public utility easement is required by the City of Grand Island, from Donald and Sharon Jelinek, 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 14, 2013, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southwest corner of Lot Four (4), Block Forty Nine (49), Packer and Barr's Second Addition to the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing of N28°21'15"W along the westerly line of said Lot Four (4), a distance of one hundred twenty eight (128.0) feet to the ACTUAL Point of Beginning; thence continuing N28°21'15"W along the westerly line of said Lot Four (4), a distance of twenty (20.0) feet; thence N61°37'21"E, a distance of two hundred sixty four (264.0) feet to a point on the easterly line of Lot One (1), Block Forty Nine (49), said Packer and Barr's Second Addition; thence S28°21'15"E along the easterly line of said Lot One (1), a distance of twenty (20.0) feet; thence S61°37'21"W, a distance of one hundred ninety eight (198.0) feet to a point on the easterly line of said Lot Four (4); thence S28°21'15"E along the easterly line of said Lot Four (4), a distance of fifteen (15.0) feet; thence S61°37'21"W, a distance of twenty (20.0) feet; thence N28°21'15"W, a distance of fifteen (15.0) feet; thence S61°37'21"W, a distance of forty six (46.0) feet to a point on the westerly line of said Lot Four (4) being the said Point of Beginning.

The above-described easement and right-of-way containing 0.13 acres, more or less, as shown on the plat dated 4/24/2013, 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 Donald and Sharon Jelinek, on the above-described tract of land.

- - -

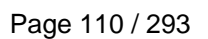
Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney





City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-9

**#2013-132 - Approving Bid Award - Water Main Project 2013-W-2
- Sycamore Street, from Ashton Avenue to 1st Street**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 14, 2013

Subject: Approving Bid Award – Water Main Project 2013-W-2
Sycamore Street – 1st Street to Ashton Avenue

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2013-W-2 is located along South Sycamore Street from East First Street to Ashton Avenue. The existing 4" diameter cast-iron water main is approximately 100 years old and primarily serves a residential area. The water line has been repaired numerous times due to physical degradation of the pipe.

The contract for Water Main Project 2013-W-2 provides for the installation of a replacement 8" diameter ductile-iron water main, new water service connections to adjacent residential properties, and the abandonment of the old 4" main. Construction of the new water line will meet modern standards for domestic use and fire protection.

An area map is provided for reference.

Discussion

A request for bids was advertised in accordance with City procurement codes. Five plan service firms and six construction companies received copies of the bid documents and plans. Three bids were received and publicly opened at 2:00 p.m. on May 2, 2013.

The bids have been reviewed and evaluated. The bid from Diamond Engineering Company contained a miscalculation in the extension of the material quantity times the unit price. The correction is shown on the attached spreadsheet, Item D.1.03. The evaluated bid from the Diamond Engineering Company increases their total bid by \$1,405.50 for an evaluated total bid of \$313,253.19. The bids from K2 Construction and General Excavating are without errors. The following are the Evaluated Bid Prices.

<u>Bidder</u>	<u>Evaluated Bid Price</u>
Diamond Engineering Co. ,Grand Island, NE	\$313,253.19
K2 Construction, Lincoln, NE	\$384,458.40
General Excavating, Lincoln, NE	\$399,687.72

The evaluated total bid from The Diamond Engineering Company remains the low bid for the project and below the project's estimate of \$460,000.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the construction contract for Water Main Project 2013-W-2, in Sycamore Street from First Street to Ashton Avenue, to the low bidder, the Diamond Engineering Company, of Grand Island, Nebraska, in the amount of \$313,253.19.

Sample Motion

Move to approve the contract for Water Main Project 2013-W-2 construction to The Diamond Engineering Company in the amount of \$313,253.19.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 2, 2013 at 2:00 p.m.

FOR: Water Main Project 2013-W-2
Sycamore Street from Ashton Avenue to First Street

DEPARTMENT: Utilities

ESTIMATE: \$460,000.00

FUND/ACCOUNT: 525

PUBLICATION DATE: April 9, 2013

NO. POTENTIAL BIDDERS: 6

SUMMARY

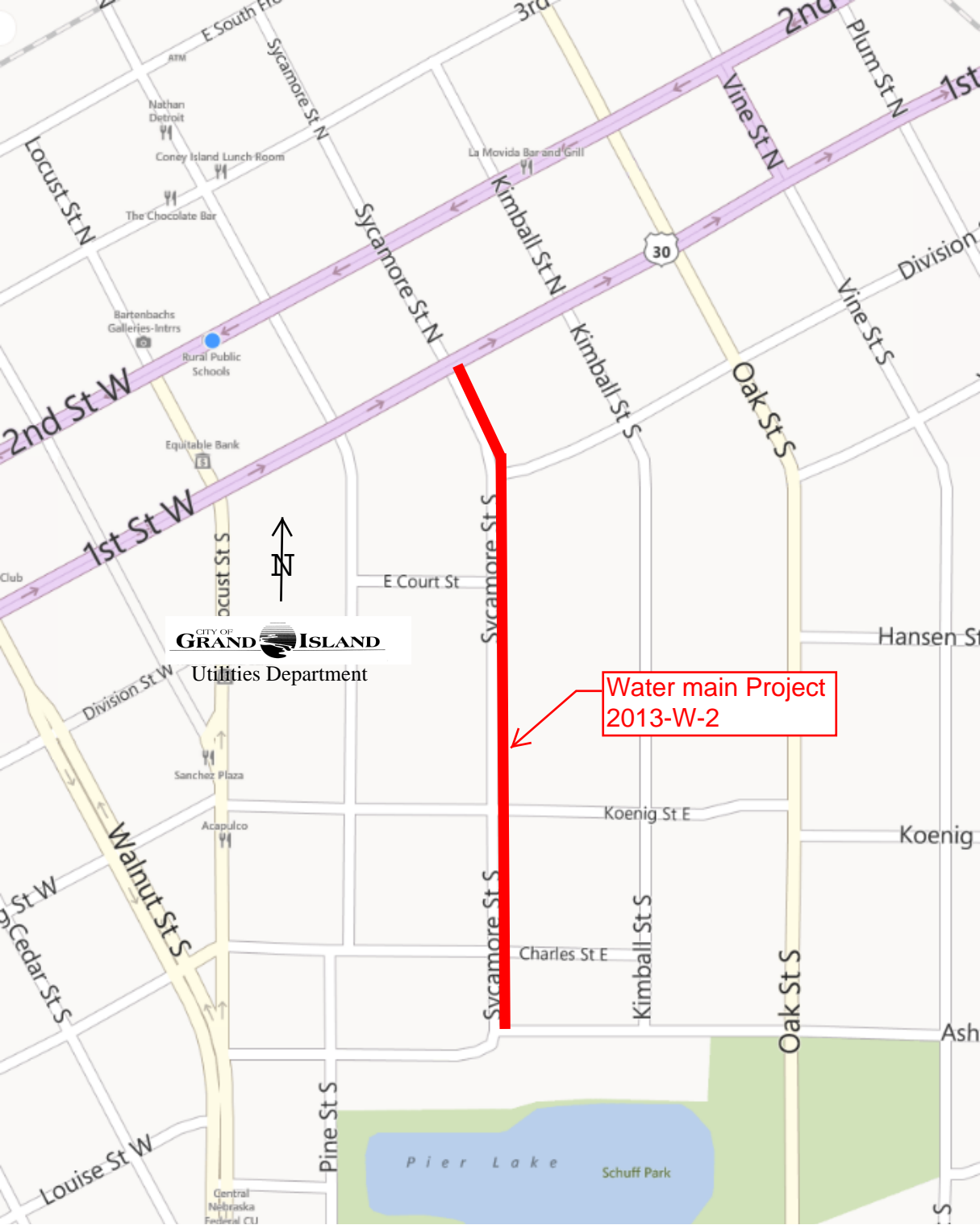
Bidder:	<u>K2 Construction</u> Lincoln, NE	<u>The Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Western Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$384,458.40	\$311,847.69
Completion:	220 days	90 days

Bidder:	<u>General Excavating</u> Lincoln, NE
Bid Security:	Universal Surety Co.
Exceptions:	None
Bid Price:	\$399,687.72
Completion:	120 days

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Jaye Monter, Finance Director
Stacy Nonhof, Purchasing Agent

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Tom Barnes, Utilities Engineer

P-1640



Water main Project
2013-W-2

Water Main Project 2013-W-2
Sycamore Street from 1st Street to Ashton Ave
Bids Received May 2, 2013

Item	Description	Quantity	Unit	Diamond Engineering Co		K2 Construction		General Excavation	
				Unit Price \$	Total Price \$	Unit Price \$	Total Price \$	Unit Price \$	Total Price \$
D. 1.01	18"x0.313" stl. Casing Bore & jack	55.00	l.f.	280.00	15,400.00	543.00	29,865.00	600.00	33,000.00
D. 1.02	8" r.j. d.i. pipe, trenchless installation	1,865.30	l.f.	63.50	118,446.55	76.00	141,762.80	92.00	171,607.60
D. 1.03	6" s.j. d.i. pipe	60.20	l.f.	46.85	2,820.37	63.00	3,792.60	50.00	3,010.00
D. 1.04	4" s.j. d.i. pipe	10.00	l.f.	71.60	716.00	97.00	970.00	60.00	600.00
D. 1.05	20"x8" tapping sleeve	1.00	ea.	4,685.00	4,685.00	4,541.00	4,541.00	3,600.00	3,600.00
D. 1.06	8"x8" m.j. tee	2.00	ea.	452.30	904.60	308.00	616.00	375.00	750.00
D. 1.07	8"x6" m.j. tee	5.00	ea.	412.75	2,063.75	277.00	1,385.00	340.00	1,700.00
D. 1.08	8"x4" m.j. tee	1.00	ea.	382.00	382.00	253.00	253.00	315.00	315.00
D. 1.09	8"x90° m.j. bend	2.00	ea.	318.10	636.20	230.00	460.00	235.00	470.00
D. 1.10	8"x22 1/2° m.j. bend	1.00	ea.	288.00	288.00	186.00	186.00	185.00	185.00
D. 1.11	8"x6" m.j. reducer	2.00	ea.	207.50	415.00	179.00	358.00	180.00	360.00
D. 1.12	8" retainer gland	1.00	ea.	68.60	68.60	111.00	111.00	78.00	78.00
D. 1.13	6"x6" tapping sleeve	1.00	ea.	3,395.00	3,395.00	507.00	507.00	1,675.00	1,675.00
D. 1.14	6"x45° m.j. bend	4.00	ea.	236.85	947.40	174.00	696.00	170.00	680.00
D. 1.15	6"x22 1/2° m.j. bend	1.00	ea.	231.00	231.00	169.00	169.00	165.00	165.00
D. 1.16	6" m.j. plug	1.00	ea.	172.75	172.75	111.00	111.00	103.00	103.00
D. 1.17	6" retainer gland	5.00	ea.	50.80	254.00	98.00	490.00	60.00	300.00
D. 1.18	4" sleeve coupling	1.00	ea.	156.10	156.10	142.00	142.00	135.00	135.00
D. 1.19	duc-lugs and redi-rod	8.00	set	200.00	1,600.00	146.00	1,168.00	147.00	1,176.00
D. 1.20	8" r.s. gate tapping valve	1.00	ea.	1,733.25	1,733.25	2,050.00	2,050.00	1,755.00	1,755.00
D. 1.21	8" r.s. gate valve	6.00	ea.	1,488.20	8,929.20	1,411.00	8,466.00	1,330.00	7,980.00
D. 1.22	6" r.s. gate valve tapping valve	1.00	ea.	1,201.40	1,201.40	1,219.00	1,219.00	1,280.00	1,280.00
D. 1.23	4" r.s. gate valve	1.00	ea.	820.00	820.00	878.00	878.00	750.00	750.00
D. 1.24	valve box	9.00	ea.	183.60	1,652.40	220.00	1,980.00	165.00	1,485.00
D. 1.25	fire hydrant assembly (complete)	5.00	ea.	2,350.00	11,750.00	3,802.00	19,010.00	2,300.00	11,500.00
D. 1.26	thrust blocks	17.00	ea.	136.80	2,325.60	255.00	4,335.00	162.00	2,754.00
D. 1.27	I-beam block	1.00	ea.	1,212.00	1,212.00	255.00	255.00	259.00	259.00
D. 1.28	8 mil polywrap	1,935.50	l.f.	0.68	1,316.14	3.00	5,806.50	1.30	2,516.15
D. 1.29	1" corporation stop including tap of the main	49.00	ea.	360.15	17,647.35	857.00	41,993.00	400.00	19,600.00
D. 1.30	1" type K copper	1,433.90	l.f.	21.00	30,111.90	20.00	28,678.00	20.00	28,678.00
D. 1.31	1" curb stop w/box	49.00	ea.	486.25	23,826.25	183.00	8,967.00	450.00	22,050.00
D. 1.32	water service reconnection	49.00	ea.	395.60	19,384.40	444.00	21,756.00	313.00	15,337.00
D. 1.33	saw cut	121.20	l.f.	4.60	557.52	7.00	848.40	12.00	1,454.40
D. 1.34	abandon existing valve	4.00	ea.	222.00	888.00	350.00	1,400.00	100.00	400.00
D. 1.35	remove/abandon existing manhole	1.00	ea.	495.00	495.00	700.00	700.00	775.00	775.00
D. 1.36	remove and salvage existing fire hydrant	3.00	ea.	414.50	1,243.50	700.00	2,100.00	288.00	864.00
D. 1.37	remove 8"x6" m.j. reducer	1.00	ea.	178.00	178.00	105.00	105.00	575.00	575.00
D. 1.38	remove existing water main	31.00	l.f.	14.50	449.50	70.00	2,170.00	27.00	837.00
D. 1.39	remove asph./conc. Roadway	353.20	s.y.	6.45	2,278.14	7.00	2,472.40	7.60	2,684.32
D. 1.40	replace asph./conc. Roadway	353.20	s.y.	40.40	14,269.28	61.00	21,545.20	54.50	19,249.40
D. 1.41	remove asph./conc. Driveway	70.90	s.y.	7.00	496.30	7.00	496.30	15.00	1,063.50
D. 1.42	replace asph./conc. Driveway	70.90	s.y.	38.60	2,736.74	61.00	4,324.90	75.00	5,317.50
D. 1.43	remove concrete sidewalk	1,009.90	s.f.	1.07	1,080.59	2.00	2,019.80	3.50	3,534.65
D. 1.44	replace concrete sidewalk	1,009.90	s.f.	5.90	5,958.41	5.00	5,049.50	8.00	8,079.20
D. 1.45	residential seeding	10,000.00	s.f.	0.40	4,000.00	0.25	2,500.00	0.40	4,000.00
D. 1.46	traffic control	1.00	l.s.	3,130.00	3,130.00	5,750.00	5,750.00	15,000.00	15,000.00
Evaluated Total Bid Water Main Project 2013-W-2					\$313,253.19		\$384,458.40		\$399,687.72
As Read Amount					\$311,847.69		\$384,458.40		\$399,687.72

RESOLUTION 2013-132

WHEREAS, the City of Grand Island invited sealed bids for construction for Water Main Project 2013-W-2 – Sycamore Street, from Ashton Avenue to 1st Street, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 2, 2013, bids were received, opened, reviewed, and evaluated; 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 \$313,253.19; and

WHEREAS, the bid of The Diamond Engineering Company is less than the estimate for the construction of Water Main Project 2013-W-2.

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, in the amount of \$313,253.19, for construction of Water Main Project 2013-W-2, is hereby approved as the lowest responsible bid, and the Mayor is authorized to execute the contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-10

#2013-133 - Approving Bid Award for the 2013 Asphalt Resurfacing Project Number 2013-AC-2

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: May 14, 2013

Subject: Approving Bid Award for the 2013 Asphalt Resurfacing Project Number 2013-AC-2

Item #'s: G-10

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

Background

On April 18, 2013 the Engineering Division of the Public Works Department advertised for bids for the 2013 Asphalt Resurfacing Project Number 2013-AC-2. There were 4 potential bidders for the project.

The first resurfacing project (2013-AC-1) for this construction season was awarded to Gary Smith Construction Co., Inc. in the amount of \$439,184.16, which was \$176,632.34 lower than the estimate of \$615,816.50. It was determined that another section of roadway could also be resurfaced in the 2012/2013 budget. The section of Old Potash Highway, 200 feet west of North Road to US Highway 281 will be resurfaced in this second asphalt project for this construction season.

Discussion

Two (2) bids were received and opened on April 30, 2013. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Base Bid</i>
Gary Smith Construction Co., Inc. of Grand Island, NE	None	\$162,197.75
J.I.L. Asphalt Paving Co. of Grand Island, NE	Noted	\$167,510.58

There are sufficient funds in Account No. 10033506-85354 to fund this project.

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 awarding a contract to Gary Smith Construction Co., Inc of Grand Island, Nebraska in the amount of \$162,197.75 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 30, 2013 at 2:00 p.m.
FOR: Asphalt Maintenance Project 2013-AC-2
DEPARTMENT: Public Works
ESTIMATE: \$172,479.75
FUND/ACCOUNT: 10033506-85354 & 10033506-85213
PUBLICATION DATE: April 18, 2013
NO. POTENTIAL BIDDERS: 4

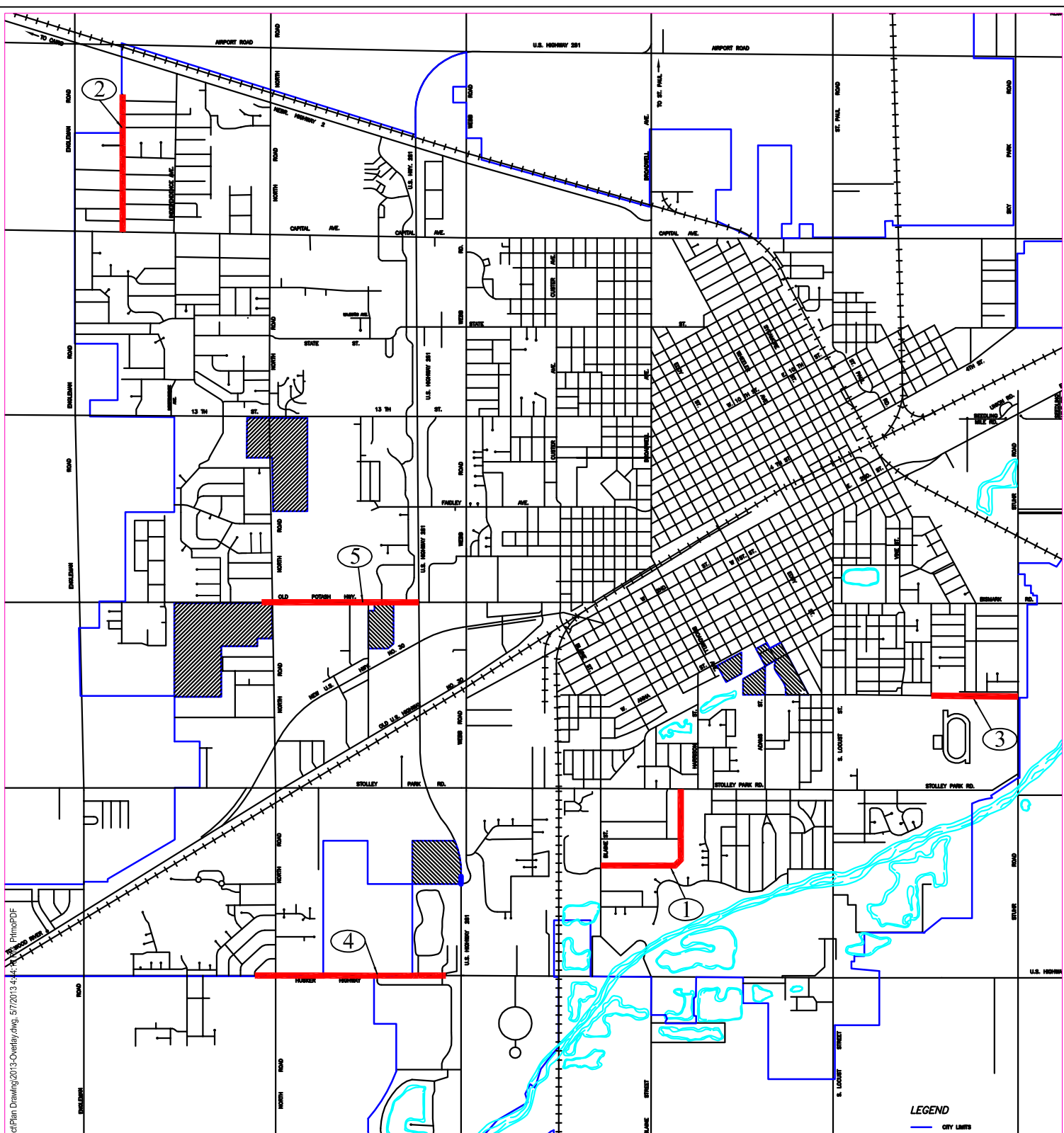
SUMMARY

Bidder:	<u>Gary Smith Const. Co., Inc.</u> Grand Island, NE	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE
Bid Security:	Inland Insurance Co.	Inland Insurance Co.
Exceptions:	None	None
Bid Price:	\$162,197.75	\$167,510.58

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Terry Brown, PW Engineer
Jaye Monter, Finance Director

P1644



LOCATIONS

- 1) Pioneer - Blaine to Stolley Park Rd.
- 2) Northwest - Capital to Utah
- 3) Fonner Park Rd. - Pleasant View to Stuhr
- 4) Husker Hwy. - US 281 to 200' past North Rd.
- 5) Old Potash Hwy. - US 281 to 200' past North Rd.

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 05-07-2013

DRAWN BY: M.W.L.

APPVD. BY: GRIP

SCALE None

**2013 AC-1
&
2013 AC-2
RESURFACING PROJECTS**

PLAN

1 / 1

RESOLUTION 2013-133

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project Number 2013-AC-2, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on April 30, 2013 bids were received, opened, and reviewed; and

WHEREAS, Gary Smith Construction Co., Inc. 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 \$162,197.75; and

WHEREAS, Gary Smith Construction Co. Inc.'s bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2012/2013 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$162,197.75 for Asphalt Maintenance Project 2013-AC-2 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-11

#2013-134 - Approving Bid Award for Lawn Maintenance at the Wastewater Treatment Plant

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: May 14, 2013

Subject: Approving Bid Award for Lawn Maintenance at the Wastewater Treatment Plant

Item #'s: G-11

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

Background

On April 4, 2013 the Wastewater Division of the Public Works Department advertised for bids for lawn maintenance at the Wastewater Treatment Plant, including equipment and labor. There were five (5) potential bidders.

Discussion

One (1) bid was received and opened on April 23, 2013. The Wastewater Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bid that was received. The bid is shown below.

<i>BIDDER</i>	<i>DESCRIPTION</i>	<i>BID</i>
Rick's Lawn Care Co. of Grand Island, Nebraska	Mowing	\$38,080.00 annually
	Maintenance	\$12,339.00 annually
GRAND TOTAL = \$50,419.00		

One of our primary objectives in our Wastewater Internal Improvement Initiative is to focus on our core function of operating the Wastewater Treatment Plant so that we can address a number of issues and avoid additional environmental and safety violations going forward. Staff performance tends to improve as they get more training and practice, which is facilitated by divesting ancillary functions such as mowing. By contracting the lawn maintenance for the Wastewater Treatment Plant staff will be able to focus on their core function of operating the plant. In the past this work has been performed by a maintenance worker for several months each year, supplemented by a seasonal worker for 4 to 5 months. This creates hardship, requiring others to work overtime for several months to make up for this staffing shortage.

Hiring additional seasonal staff was considered, but this creates additional management overhead. Past experience has included a high worker's compensation claim (for a shoulder) and seasonal employees filing for unemployment. Additionally there is concern with the Affordable Healthcare Act going forward.

The intent is to test a lawn care contract this year rather than hire a seasonal worker. The program will be evaluated for potential improvements at the end of the mowing season.

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 awarding the contract for Lawn Maintenance at the Wastewater Treatment Plant to Rick's Lawn Care Company of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 23, 2013 at 2:15 p.m.
FOR: Lawn Maintenance – Wastewater Treatment Plant
DEPARTMENT: Public Works
ESTIMATE: \$40.00 - mowing each
\$9,000.00 – yearly lump sum
FUND/ACCOUNT: 53030001-85319
PUBLICATION DATE: April 4, 2013
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder: Rick's Lawn Care Co.
Grand Island, NE
Exceptions: None
Bid Price:
Mowing: \$38,080.00
Maintenance: \$12,339.00
Grand Total: \$50,419.00

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Stacy Nonhof, Purchasing Agent

P1639

**WASTEWATER TREATMENT PLANT
ESTIMATED GRASS MOWING EXPENSES**

Maintenance Mehcanic I	\$23.63	per hour (Step 8 - October 1, 2012)	8 months per year	50% Overhead	\$ 49,152.30
Seasonal Employee	\$9.00	per hour	8 months per year	25% Overhead	\$ 15,624.00
Fertilizer	\$2,700.00	per year	Munis		\$ 2,700.00
Miscellaneous	\$1,000.00	Maintenance and Fuel for Lawn Mowing Equipment			\$ 1,000.00
ANNUAL TOTAL					\$ 68,476.30

*Seasonal employees do not receive the same level of benefits that full time employees receive

R E S O L U T I O N 2013-134

WHEREAS, the City of Grand Island invited sealed bids for lawn maintenance at the Wastewater Treatment Plant, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on April 23, 2013, one bid was received, and opened and reviewed; and

WHEREAS, Rick's Lawn Care Company of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

<i>BIDDER</i>	<i>DESCRIPTION</i>	<i>BID</i>
Rick's Lawn Care Co. of Grand Island, Nebraska	Mowing	\$38,080.00 annually
	Maintenance	\$12,339.00 annually
GRAND TOTAL = \$50,419.00		

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rick's Lawn Care Company of Grand Island, Nebraska for Lawn Maintenance at the Wastewater Treatment Plant in the amounts identified above is hereby approved.

BE IF FURTHER RESOLVED, that a contract between the City and such contractor for such lawn maintenance be entered into, and the Mayor is hereby authorized to execute such contract on behalf of the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ May 10, 2013 <input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-12

#2013-135 - Approving Bid Award for One (1) Sewer Camera with Sonde and Steerable Large Pipe Transporter, with Electric Lift and Backup Camera for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: May 14, 2013

Subject: Approving Bid Award for One (1) Sewer Camera with Sonde & Steerable Large Pipe Transporter, with Electric Lift and Backup Camera

Item #'s: G-12

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

Background

On April 18, 2013 the Wastewater Division of the Public Works Department advertised for bids for one (1) Sewer Camera with Sonde & Steerable Large Pipe Transporter, with Electric Lift and Backup Camera. There were four (4) potential bidders.

This piece of equipment is used for televising sanitary sewer pipe within the City for evaluation of pipe condition.

This new camera will add to our fleet of televising equipment and has a transmitter inside that will help us locate the camera if it were to get stuck or a cave in inside the pipe were to occur. With this new camera there will no longer be a need to keep switching the camera from one transporter to another, this eliminating the breakage of the connector wire that connects the camera to the transporter.

The new transporter will allow us televise larger lines and will provide better lighting. This unit will give us the ability to televise lines from 24" up to 200", and is designed to operate with 2000' of single-conductor cable or 1500' of multi-conductor cable and combines high ground clearance with pneumatic tires to provide the traction and camera stability that's required for operation under adverse pipeline conditions including high flow, deep mud, sand and large amounts of debris.

Discussion

One (1) bid was received and opened on April 30, 2013. The bid was submitted in compliance with the plans and specifications. A summary of the bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Base Bid</i>
Municipal Pipe Tool Company, LLC of Hudson, Iowa	None	OZII Camera = \$20,960.00 MUD Master = \$27,100.00 Backup Camera = \$4,500.00
GRAND TOTAL BID = \$52,560.00		

There are sufficient funds in Account No. 53030054-85213 for this purchase.

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 awarding the bid to Municipal Pipe Tool Company, LLC of Hudson, Iowa in the amount of \$52,560.00 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 30, 2013 at 2:15 p.m.

FOR: Sewer Camera with Sonde & Steerable Large Pipe Transporter, with Electric Lift and Backup Camera

DEPARTMENT: Public Works

ESTIMATE: \$70,000.00

FUND/ACCOUNT: 53030054-85213

PUBLICATION DATE: April 18, 2013

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Municipal Pipe Tool Company, LLC
Hudson, IA

Bid Security: Merchants Bonding Company

Exceptions: None

Bid Price:

OZII Camera:	\$20,960.00
Mud Master:	\$27,100.00
Backup Camera:	<u>\$ 4,500.00</u>
Total Bid:	\$52,560.00

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Jaye Monter, Finance Director

Catrina DeLosh, PW Admin. Assist.
Bren Juarez, Wastewater Clerk
Scott Griepenstroh, PW Project Manager

P1645

"The Standard of the Industry"



Steerable Mudmaster

Multi and Single Conductor III Wheeled Transporters

The Steerable Mudmaster is a camera transporter that's specifically designed with the necessary weight, power, high clearance, and all wheel drive for pipelines ranging from 24" to 200". The unit is designed to operate with 2000' of single-conductor cable or 1500' of multi-conductor cable and combines high ground clearance with pneumatic tires to provide the traction and camera stability that's required for operation under the most adverse pipeline conditions including high flow, deep mud, sand and large amounts of debris. Optional tandem wheels are available. The Steerable Mudmaster can turn 360 degrees within its own radius and traverse pipelines with multiple 45 and 90-degree bends. The waterproof remote-operated camera lift can be inserted through a 19" diameter manhole with the camera in the lowest position to preclude the operator from confined space entry. This rugged all wheel drive robot can operate all CUES cameras, including OZ (Optical Zoom Pan and Tilt series) and Night Lite pan and tilt. The unique portable joystick controller enables the operator to control all transporter, camera, and camera lift functions with one hand! Non steerable units with remote or manual camera lifts are also available.

.....
Operates with multi & single conductor systems!
.....

Features & Benefits:

- Operates with CUES multi or single conductor systems
- Can operate on all truck-mounted and portable systems
- Operates with all CUES cameras
- Four or eight (tandem) wheels provide greater traction in all types of pipe, under all conditions
- Matched weight and power to maximize efficiency and capability
- Simple dual-wheel installation and captured hardware
- Remote-operated adjustable camera lift to position the camera for best available picture; stable center of gravity when the camera lift is extended
- Inspects 24" through 200" lines
- Rugged, durable and sealed to eliminate water intrusion
- 255 watt light system, variable, adjustable, 3 lamps (2-lamps for single-conductor III units-170 watts total)
- The unit has variable speed drive, power forward, power reverse, and freewheel capabilities
- Flight stick controller to control the transporter and camera movements with one hand; provides operational simplicity
- Operates on 2000' (maximum) of single conductor cable; 1500' of multi conductor cable
- Fits through a manhole with an inside diameter of 19"
- Provide maximum traction on wet or dry surfaces through all types of sediment
- Can turn 360 degrees within its own radius and traverse curved pipe; can turn at 90 degree elbows and tees within larger pipelines; can traverse pipelines with multiple 45 and 90-degree bends
- Utilizes all-wheel drive in conjunction with a low center of gravity to traverse and steer through pipelines
- Longer wheel base to prevent accidental roll-over
- Dual motors to ensure adequate power for longer inspections
- High-clearance for operation in debris-filled pipes



Specifications subject to change without prior notice

Visit our web site at www.cuesinc.com

Drive System

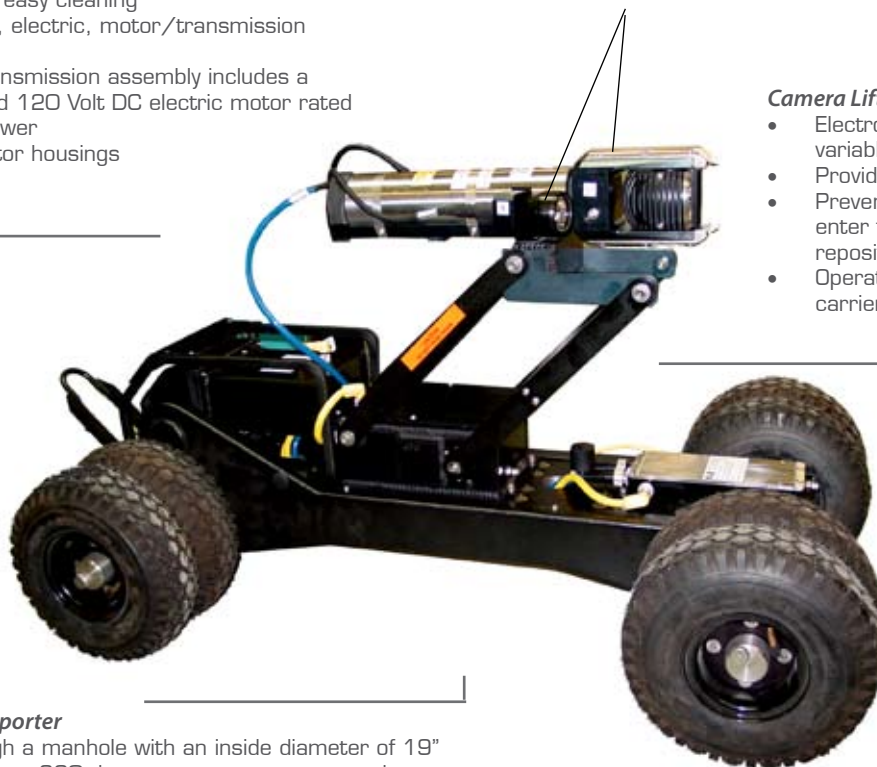
- Permanent drive self-cleaning drive sprockets with "Perfect Coat" steel chains and fiberglass chain guards
- Flush drains for easy cleaning
- (2) independent, electric, motor/transmission assemblies
- Each motor/transmission assembly includes a continuous rated 120 Volt DC electric motor rated at 1/8 horsepower
- Waterproof motor housings

Light Assembly (shown below with a SCIII single conductor unit)

- 2 each independent 85 watt long life light assemblies (170watts)
- Waterproof black anodized aluminum housing, replaceable plug-in bulb, defused lens and locking mount
- Wired to operate independently (in parallel) to preclude total light failure

Camera Lift

- Electronic, remote controlled, infinitely variable camera lift
- Provides a center-of-pipe view
- Prevents the need for an operator to enter the manhole to position and/or reposition the camera height
- Operated from the remote camera carrier controller

**Steerable Transporter**

- Fits through a manhole with an inside diameter of 19"
- Can complete 360 degree turns on open ground
- Retrieve the camera carrier in the free wheel mode by the video cable reel
- Steer the camera carrier in both right and left directions in adverse pipe conditions
- Includes one set of (8) 10.5" knobby tires with optional 12" chevron tread tires
- Incorporates dual four wheel drive for max traction on wet/dry surfaces through all types of sediment
- Wheelbase of 16" W x 41.5" L when using 10.5" diameter semi-pneumatic tires
- Includes full-proportional steering to traverse curved pipe, turn at 90 degree elbows within larger pipeline, and turn at tees within larger pipeline
- Includes variable speed drive, power forward, power reverse, and freewheel capabilities

**Joystick Camera/Transporter Controller Operations**

- Direction Forward/ Reverse/Freewheel
- Steering Straight/Right/Left
- Camera Auto Center 0 degree return for horizontal / vertical axis
- Camera Rotate 360 degrees Rotate
- Camera Pan 330 degrees Optical Pan
- Camera Electric Lift Up/Down
- Transporter Cruise Control
- * Camera functions may operate differently than stated above depending on your specific model.

OPTIONAL EQUIPMENT

- 425 watt light system, variable, adjustable with 5 lamps (multi-conductor only)
- Remote or manual camera lift to optically center the camera up to 60" diameter pipe
- Multiple wheel sizes to fit various pipe conditions; 12" diameter Chevron tires for maximum traction and ground clearance; optional liquid filled tires

RESOLUTION 2013-135

WHEREAS, the City of Grand Island invited sealed bids for one (1) Sewer Camera with Sonde & Steerable Large Pipe Transporter, with Electric Lift and Backup Camera, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on April 30, 2013 bids were received, opened, and reviewed; and

WHEREAS, Municipal Pipe Tool Company, LLC of Hudson, Iowa 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 \$52,560.00, and

WHEREAS, Municipal Pipe Tool Company, LLC.'s bid was below the estimate for such equipment; and

WHEREAS, funds are available in the Fiscal Year 2012/2013 budget for such purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Municipal Pipe Tool Company, LLC of Hudson, Iowa in the amount of \$52,560.00 for one (1) Sewer Camera with Sonde & Steerable Large Pipe Transporter, with Electric Lift and Backup Camera is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-13

#2013-136 - Approving Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: May 14, 2013

Subject: Approving Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant

Item #'s: G-13

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

Background

On March 14, 2013 notice was published in the Grand Island Independent requesting Statement of Qualifications for the Supervisory Control and Data Acquisition (SCADA) Programming for the Wastewater Division of the Public Works Department. Additionally, six (6) contracting firms and four (4) plan rooms were notified with an advertisement for qualifications submission.

The Wastewater Division of Public Works is currently implementing new plant control philosophies in ongoing operations optimization development. One element in the operations development is the Supervisory Control and Data Acquisition (SCADA) system integral to plant functions. The SCADA system is interactive to nearly every device within the facility. The Plant Operations Engineer is observing the need to develop the programming uniquely to facility functions.

Discussion

On March 29, 2013 the submitted Statement of Qualifications were received from three (3) firms; Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska, Huffman Engineering, Inc. of Lincoln, Nebraska; and Dakota Hogback Automation of Littleton, Colorado.

This automation, process control, and system integration services maintenance support, at the option of the City, may be renewed annually for a period of five (5) years from the award date.

Upon evaluation of the qualifications submitted Public Works staff is recommending Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska be the first selected firm, with Huffman Engineering, Inc. of Lincoln, Nebraska to be secondary should Interstate Industrial Instrumentation, Inc. not be available to respond in a reasonable time frame. The SCADA system

is a complex network of integrated systems with elements of computer programming, base stations, ethernet, and fiber optic networks, complex databases, and human-machine interface screens. City staff routinely maintains the physical aspects of the system, and relies on outsourced expertise for software and programming interfaces.

The Plant Operations Engineer will evaluate current automation standards, reviewing all aspects of division's current standards for potential improvements, but with a particular focus on the areas of organization, procedure, value rational, reporting, software, modeling, data acquisition, inventory, process, reliability, preventive, predictive, and labor efficiencies. The Plant Operation Engineer will provide recommendation for implementable measures for Wastewater Division to improve and/or streamline Automation.

Both Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska and Huffman Engineering, Inc. of Lincoln, Nebraska will work directly with the operations engineer to configure programming implementation of recommended initiatives; assist in technical questions, provide repair and troubleshooting support. Configuration services shall be negotiated based on time, material, and travel for the specific task(s) defined, and approved by the Public Works Director or Manager of Engineering Services.

Alternatives

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

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

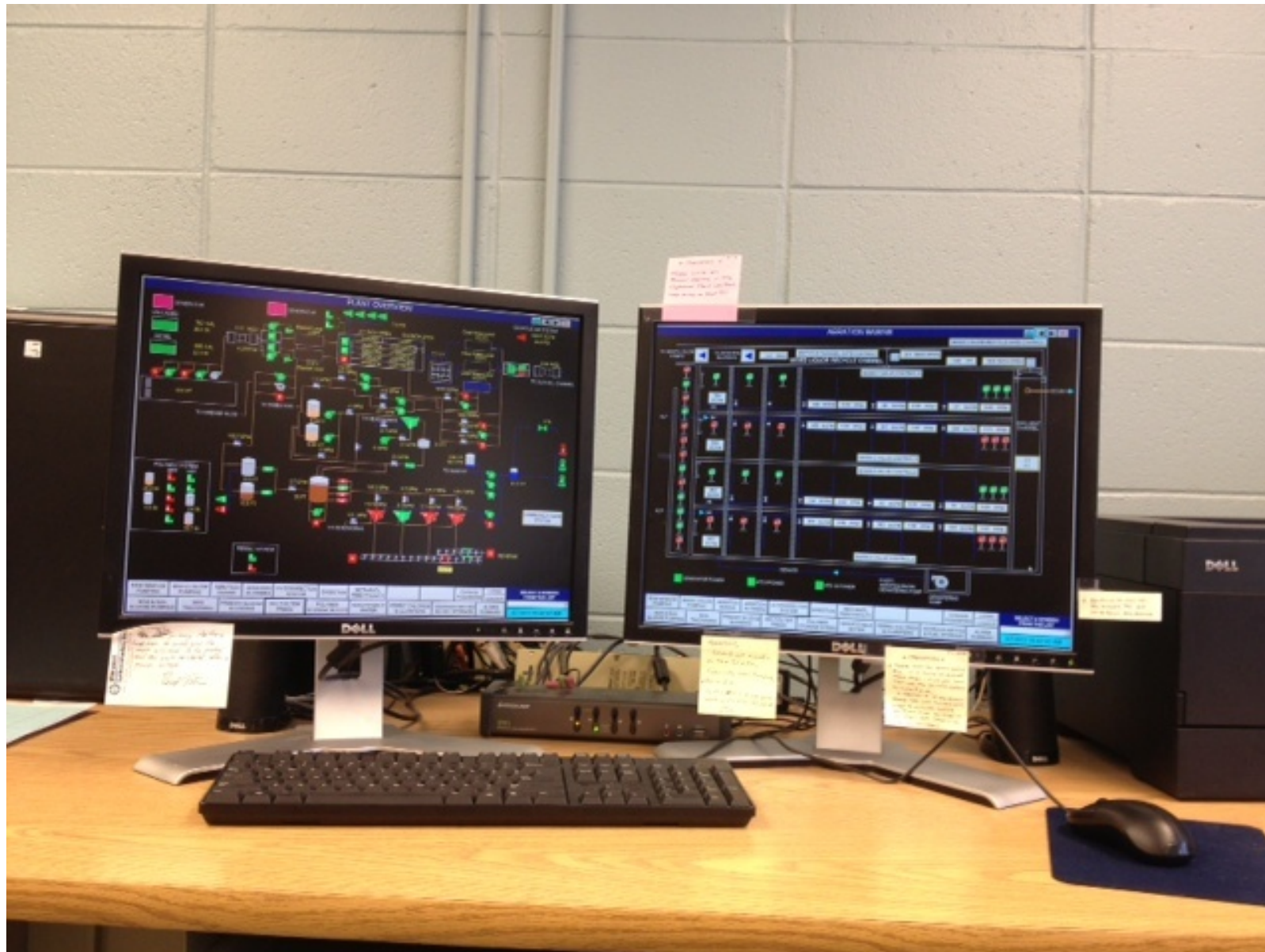
Recommendation

City staff is recommending the programming, and interface development is awarded to Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska as first selected firm , with Huffman Engineering, Inc. of Lincoln, Nebraska as secondary selected firm during the operations development of the plant improvement projects.

Sample Motion

Move to approve authorizing maintenance service for SCADA system programming, and interface development for up to five (5) years, renewed on an annual basis to Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska as first selected firm, with Huffman Engineering, Inc. of Lincoln, Nebraska as secondary selected firm.





RESOLUTION 2013-136

WHEREAS, on March 14, 2013 notice was published in the Grand Island Independent requesting Statement of Qualifications for the Supervisory Control and Data Acquisition (SCADA) Programming for the Wastewater Division of the Public Works Department; and

WHEREAS, the Wastewater Division of Public Works is currently implementing new plant control philosophies in ongoing operations optimization development; and

WHEREAS, the Plant Operations Engineer is observing the need to develop the programming uniquely to facility functions; and

WHEREAS, the Wastewater Division is requesting up to five (5) years, renewed annually at City's option in maintenance service for the SCADA systems programming, and interface development; and

WHEREAS, the maintenance service will provide programming configuration, assist in technical question, provide repair and troubleshooting support; and

WHEREAS, Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska will be the first selected firm, with Huffman Engineering, Inc. of Lincoln, Nebraska to be secondary should Interstate Industrial Instrumentation, Inc. not be available to respond in a reasonable time frame.; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such maintenance service with Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska will be the first selected firm, with Huffman Engineering, Inc. of Lincoln, Nebraska to be secondary should Interstate Industrial Instrumentation, Inc. not be available to respond in a reasonable time frame is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 12, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-14

#2013-137 - Approving Agreement with Nebraska Department of Roads for 2013 Fracture Critical Bridge Inspections

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

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: May 14, 2013

Subject: Approving Agreement with Nebraska Department of Roads for 2013 Fracture Critical Bridge Inspections

Item #'s: G-14

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

Background

All agreements must be approved by the City Council. The Nebraska Department of Roads (NDOR) is willing to obtain Federal approval and funds, which provide for the inspection and load re-rating (load re-rating is not necessary if bridge condition remains the same) of the fracture critical bridges on its public roads.

A fracture-critical bridge is one that does not contain redundant supporting elements. This means that if those key supports fail, the bridge would be in danger of collapse. This does not mean the bridge is inherently unsafe, only that there is a lack of redundancy in its design.

Discussion

The State is responsible for the inspection and evaluation of all State Highway System bridges, while the City is responsible for the inspection and evaluation of all bridges on streets and roadways within its jurisdiction. Bridge inspections and load ratings are a requirement of the National Bridge Inspection Standards (NBIS) and the Nebraska Bridge Inspection Program (BIP). A BIP Manual was developed by the NDOR to set forth methods and procedures that enable local public bridge owners to comply with the NBIS.

The State will be responsible for arranging for the inspection by consultants, for the City, on their fracture critical bridges. It is the intent of the parties that this agreement does not shift to the City any jurisdictional responsibility for bridges on the State highway system, and does not shift any duty to the State for jurisdictional responsibility of any bridges off of the State highway system.

The total cost of this work is currently estimated to be \$1,150.10, with the City's twenty (20) percent share being \$230.02. The City of Grand Island currently has only one Fracture Critical Bridge, which is located on Blaine Street approximately 250' north of US Highway 34.

Funding for such inspections will be from a combination of federal aid and local funds.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve resolution authorizing the Mayor to sign the agreement.

AGREEMENT FOR
CONSULTANT INSPECTION AND LOAD RE-RATING
ON FRACTURE CRITICAL BRIDGES

PROJECT NO. STP-NBIS(99)
CONTROL NO. 00886
CITY OF GRAND ISLAND
STATE OF NEBRASKA DEPARTMENT OF ROADS
STATEWIDE 2013 FRACTURE CRITICAL BRIDGE
INSPECTIONS AND LOAD RE-RATINGS

THIS AGREEMENT, entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the "City or Village", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State".

WITNESSETH

WHEREAS, certain bridges on roads in said City or Village have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter call FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States code, providing for the inspection and load re-rating (load re-rating is not necessary if bridge condition remains the same) of the fracture critical bridges on its public roads, and

WHEREAS, the Federal share payable on any project provided for by the above mentioned code shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and load re-rating costs thereof, and

WHEREAS, regulations for carrying into effect the provisions of the above mentioned code provide that the Federal share of the cost of such project shall be paid only to the State, and

WHEREAS, the City of Village's share of the proposed project shall be twenty (20) percent of the actual project costs and this share shall be from City of Village funds, and

WHEREAS, the State is willing to obtain Federal approval of the proposed work and Federal funds for the proposed project, with the understanding that no State funds including State-Aid Bridge funds are to be expended on this project, and

WHEREAS, the City or Village has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs based on twenty (20) percent City or Village participation are currently estimated to be \$230.02, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the City or Village desires the inspection and load re-rating (if necessary) of the fracture critical bridges on its public roads, as evidenced by the Resolution of the City Council or Village Board dated the ____ day of _____, 2013, attached hereto, identified as Exhibit "A", and hereby made a part of this agreement, and

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

SECTION 1. The State and the City or Village agree that the Federal share payable on this project shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and load re-rating (if necessary) costs thereof.

SECTION 2. The State hereby agrees to present this project to the FHWA for its approval, if necessary, and the City or Village understands that no State funds will be expended for this project.

SECTION 3. The State agrees to cause to be performed the inspection and load re-rating (if necessary) of the fracture critical bridges that are due for inspection in 2013 in the City or Village. The State will continue to have jurisdictional responsibility for all public bridges on the State highway system. Further, the State will be responsible for arranging for the inspection by consultants, for the county, on their fracture critical bridges. It is the intent of the parties that this agreement does not shift to the City or Village any jurisdictional responsibility for bridges on the State highway system, and does not shift any duty to the State for jurisdictional responsibility of any bridges off of the State highway system.

SECTION 4. The proposed work of the Consultant shall be performed in accordance with the following publications:

1. AASHTO Manual for Bridge Evaluation (MBE) First Edition 2008.
2. AASHTO Standard Specifications for Highway Bridges, 17th Edition, 2002 (LFD)
3. Minimum Design Standards, 2008, Board of Public Roads Classifications and Standards.
4. Safety Inspection of In-Service Bridges, 2004
5. Fracture Critical Techniques for Steel Bridges, 2006
6. Bridge Inspection Program Manual, 2010
7. Coding Guide for Structure Inventory and Appraisal, published by the State, March 2002.
8. AASHTO LRFD Bridge Design Specifications, 4th Edition, 2007

SECTION 5. The total cost of this work is currently estimated to be \$1,150,10, with the City or Village's twenty (20) percent share being \$230,02. Both parties recognize this is a preliminary estimate and the final costs may well be higher or lower. Costs incurred by the State with respect to the entire project shall be considered as a part of the total cost of the project to be paid out of City or Village and Federal funds. It is also understood that the costs incurred by the

State attributable to this project, will not include any administrative cost or expenses of State administrative officials. Upon full execution of this agreement, the State will invoice the City or Village \$230.02. The City or Village agrees to pay the State within thirty days after receipt of the billing from the State. The final settlement between the State and City or Village will be made following final audits and when final costs have been determined by the State.

SECTION 6. It is further understood that the City or Village's share of the total project costs shall be all costs not paid for by Federal funds. Therefore, if the Federal government refuses to participate in the project or any portion thereof, the City or Village is responsible for full project payment with no cost or expense to the State in such project or portion thereof. Should the project be abandoned before completion, the City or Village will pay all costs incurred by the State prior to such abandonment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City or Village this ____ day of _____, 2013.

WITNESS: CITY OF GRAND ISLAND

City or Village Clerk Mayor

EXECUTED by the State this ____ day of _____, 2013.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Larry L. Legg

Local Projects Secondary Roads Engineer

RESOLUTION 2013-137

WHEREAS, the Nebraska Department of Roads is willing to obtain Federal approval and funds, which provide for the inspection and load re-rating (load re-rating is not necessary if bridge condition remains the same) of the fracture critical bridges on its public roads; and

WHEREAS, the State will be responsible for arranging for the inspection by consultants, for the City, on their fracture critical bridges; and

WHEREAS, the total cost of the work is currently estimated to be \$1,150.10, with the City's twenty (20) percent share being \$230.02, and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the 2013 fracture critical bridge inspection is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-15

#2013-138 - Approving Supplemental No. 1 to the Program Agreement with Nebraska Department of Roads for the Federal Funds Purchase Program

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

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: May 14, 2013

Subject: Approving Supplemental No. 1 to the Program Agreement with Nebraska Department of Roads for the Federal Funds Purchase Program

Item #'s: G-15

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

Background

All agreements must be approved by the City Council.

The City and the Nebraska Department of Roads (NDOR) entered into an agreement, which was executed by the City on July 26, 2011 by Resolution No. 2011-181. This agreement provides for the purchase, at a discount, certain federal-aid dollars currently made available to the Local Public Agency (LPA).

Each year the federal government makes certain federal-aid transportation funds available to Nebraska, including funds from the Surface Transportation Program (STP) and the Highway Bridge Program (HBP) for use on State and local federal-aid transportation projects. These funds have historically been made available to the Local Public Agency (LPA) by the State for its use in funding federal-aid projects on the public streets or roads and bridges within its jurisdiction.

Discussion

The original agreement with NDOR and the City is now being supplemented to address the elimination of the Highway Bridge Program (HBP) federal aid funds that had been available to Nebraska LPAs. The federal government passed interim transportation funding legislation which eliminated the HBP category of funds and did not provide a replacement category of funds related solely to bridge replacement, rehabilitation and maintenance. Supplemental Agreement No. 1 will allow for the replacement of the HBP funds, which will no longer be available, with other federal aid funds in a substantially similar proportional amount to provide LPAs with funds for bridge replacement, rehabilitation and maintenance.

The City of Grand Island's annual discounted cash payment for HBP funds under the original agreement was approximately \$5,643.00. The City will begin receiving these annual payments on or about March 1, 2014.

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 a resolution authorizing the Mayor to sign Supplemental Agreement No. 1.

Sample Motion

Move to approve the resolution.

**SUPPLEMENTAL AGREEMENT NO. 1
TO THE
FEDERAL-AID TRANSPORTATION FUND
PURCHASE-SALE AGREEMENT**

**Nebraska Department of Roads
City of Grand Island**

THIS SUPPLEMENTAL AGREEMENT made and entered into by and between the State of Nebraska, Department of Roads, hereinafter referred to as the "State," and the City of Grand Island hereinafter referred to as Local Public Agency, or "LPA."

RECITALS

WHEREAS, in 2011, LPA and the State entered into a Federal-Aid Transportation Fund Purchase-Sale Agreement (hereinafter referred to as "the Original Agreement") that provided for the State to purchase at a discount LPA's share of certain Surface Transportation Program Funding (hereinafter referred to as "STP") and the Highway Bridge Program (hereinafter referred to as "HBP") federal-aid funds that had been available to Nebraska LPAs; and,

WHEREAS, later in 2012, the federal government passed interim transportation funding legislation which eliminated the HBP category of funds and did not provide a replacement category of funds related solely to bridge replacement, rehabilitation and maintenance; and,

WHEREAS, the parties to this Supplemental Agreement intend to replace the HBP funds, which will no longer be available, with other federal-aid funds in a substantially similar proportional amount to provide LPAs with funds for bridge replacement, rehabilitation and maintenance; and

WHEREAS, it has also become necessary for the parties to further address certain National Bridge Inspection Standards compliance issues.

NOW, THEREFORE, in consideration of these facts, the State and the LPA agree as follows:

SECTION 1. Except for the provisions specifically modified herein, all terms and provisions of the Original Agreement between the State and the LPA remain in full force and effect.

SECTION 2. Section 2 of the Original Agreement entitled "Federal Funds Eligible for Purchase" is hereby superseded and replaced in total and shall hereafter state as follows:

This Agreement applies to the following categories of federal-aid funds: (a) STP Funds (both for Populations less than 5,000, and Populations 5,001 to 200,000), and (b) Federal-aid funds from sources in lieu of the former Highway Bridge Program (HBP) funds. The new Federal Highway Authorization, enacted into law on July 6, 2012,

known as Moving Ahead for Progress in the 21st Century Act (MAP-21), restructured core highway formula programs and eliminated the Highway Bridge Program. Consequently, the State will use historic data as the basis for establishing the total amount of funds that will be eligible for purchase (hereinafter "the Purchase Pool") for the Bridge Funding Category under this agreement. This historic data reflects that the HBP program averaged 10% of the total annual federal-aid funding received by State from FHWA. This method of calculating the Bridge Funding Category will be used for the duration of this Agreement unless a future Federal Highway Authorization re-establishes a separate fund dedicated to the construction or reconstruction of highway bridges. In the event that a fund similar to the former Highway Bridge Fund is re-established by the federal government, then the original agreement language of Section 2 shall automatically be reinstated 30 days after written notice from the State and the changes made in Sections 2 and 3 of this Supplemental Agreement will be null and void and all previous Section 2 language will apply except the name of the new fund will be substituted in for "Highway Bridge Program" in the Original Agreement.

SECTION 3. The references in the recitals and operative sections of the Original Agreement to "HBP" or the "Highway Bridge Program" shall be replaced, modified or interpreted as follows:

- (a) The title of Section 3B of the Original Agreement "HBP Funds Calculation" is hereby superseded and replaced with the title "Bridge Funding Category Calculation."
- (b) The reference in paragraph one of Section 5 of the Original Agreement to "HBP Funds" is hereby superseded and replaced with the phrase "Bridge Funds." The two references to "HBP portions" in the third paragraph of Section 5 of the Original Agreement are hereby superseded and replaced with the phrase "Bridge funding portions."

- (c) All other references to HBP in the Original Agreement shall have no force and effect; however, if the context requires, the reference to HBP is hereby replaced with the phrase "the non-STP federal-aid funds described in Section 2 of this Supplemental Agreement."

SECTION 4. The following shall be added at the end of subsection 1 of Section 7, of the Original Agreement, which Section is entitled "Bridges:"

The parties to this agreement understand that when any of Nebraska's LPAs fail to comply with the obligations of the National Bridge Inspection Standards (NBIS), or with Federal Highway Administration (FHWA) directive, on a bridge or bridges that are the jurisdictional responsibility of the LPA, the State may be required to expend funds to remedy such LPA bridge non-compliance. LPA agrees that the State may pay the costs to comply with any NBIS non-compliance or FHWA directive from the purchase pool (off the top) under Supplemental Section 2. Additionally, any non-compliant LPA will be subject to any or all of the following sanctions that will continue until the costs have been repaid in full, **and** LPA's bridge is, or bridges are, in full compliance with NBIS requirements and FHWA directives:

- (a) Each year LPA's share of the purchase pool will be forfeited and returned to the pool for distribution to the other LPAs.
- (b) LPA will not receive any additional federal-aid funds for existing projects to become effective 30 days after written notice to LPA.
- (c) LPA will not be allowed to program any new Federal-aid or State-aid projects, and existing projects will not be advanced, and federal-aid reimbursements will be suspended.

(d) Any State-aid Bridge, State Recreation Road, or Federal-aid funds of LPA held by the State will be retained by the State.

IN WITNESS WHEREOF, the LPA and State hereto have caused this Supplemental Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this ____ day of _____, 2013.

WITNESS: City of Grand Island

LPA Clerk _____	By _____
	Title _____

EXECUTED by the State this ____ day of _____, 2013.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Mick Syslo, P.E.

Material & Research Division Engineer

RESOLUTION 2013-138

WHEREAS, Grand Island City Council approved Resolution No. 2011-181 on July 26, 2011 and entered into an agreement with the Nebraska Department of Roads (NDOR) to provide for the purchase, at a discount, certain federal aid dollars currently made available to the Local Public Agency (LPA); and

WHEREAS, the federal government passed interim transportation funding legislation which eliminated the Highway Bridge Program (HBP) category of funds and did not provide a replacement category of funds related solely to bridge replacement, rehabilitation and maintenance; and

WHEREAS, the parties to this Supplemental Agreement intend to replace the HBP funds, which will no longer be available, with other federal aid funds in a substantially similar proportional amount to provide LPAs with funds for bridge replacement, rehabilitation and maintenance; and

WHEREAS, it has also become necessary for the parties to further address certain National Bridge Inspection Standards compliance issues; and

WHEREAS, the Council has reviewed the agreement and has determined that it is in its best interest to enter into Supplemental Agreement No. 1 in the attached form.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign the attached Federal Funds Purchase Program Supplemental Agreement No. 1 between the City of Grand Island and the Nebraska Department of Roads.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-16

**#2013-139 - Approving Program Supplemental Agreement No. 2
with the State of Nebraska Department of Roads for the US
Highway 30 Drainage Improvement Project**

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 14, 2013

Subject: Approving Program Supplemental Agreement No. 2 with the State of Nebraska Department of Roads for capping future obligations for the US Highway 30 Drainage Improvement Project

Item #'s: G-16

Presenter(s): John Collins, Public Works Director

Background

The Moving Ahead for Progress in the 21st Century Act (MAP-21) is a funding and authorization bill to govern United States federal surface transportation spending. Signed into law on July 6, 2012, the \$105 billion, two year bill will not significantly alter total funding authorized under the previous transportation bill, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Key provisions under MAP-21 include consolidation of the 90 highway and transit programs into 30, reformation of the environmental review process for project development, reduction of funding for bicycle and pedestrian transportation, and development of a national freight policy. Over 90% of the highway program funding under MAP-21 is distributed by formula and is under the control of the state departments of transportation.

Under MAP-21, the funding level for projects on the National Highway System (NHS) – a 220,000-mile network of Interstates and major roadways – increased from \$18.7 Billion to \$21.8 Billion. Projects formerly funded by the Transportation Enhancement Program (Hike/Bike Trails, Historical Lighting) and the Safe Routes to Schools Program have been consolidated under the Transportation Alternatives Program, with total funding reduced from \$1.1 Billion to \$0.8 Billion. The Highway Safety Improvement Program, which has the major focus of improving safety for all road users, increased its funding level from \$1.7 Billion to \$2.4 Billion.

The Surface Transportation Program (STP) is the federal-aid highway program with the broadest eligibility criteria, and has been typically used by Local Public Agencies to fund roadway and bridge improvements. Under MAP-21, the funding level increased from \$9.0 Billion to \$10.0 Billion, but the program was broadened to incorporate numerous programs and added responsibilities. The formulas for distribution of the funds to States

and Local Public Agencies were also altered to provide more funding for projects on the National Highway System.

In Nebraska, the annual amount of STP funds allocated to First Class Cities (cities with populations between 5000 and 200,000) was reduced from \$11.6 Million to \$7.4 Million for Federal Fiscal Years (FFY) 2013 and 2014. Additionally, the scope and cost for several projects programmed to receive STP funding in FFY2013 and FFY2014 increased significantly. The estimate for STP projects for First Class Cities currently totals \$35 Million, representing a shortfall during the two year period of approximately \$21 Million. Without an alternative source of funds, projects currently programmed would either have to be withdrawn or have their federal funding share dramatically reduced.

The Grand Island STP projects currently planned to be obligated in FFY2013 and FFY2014 are the US-30 Drainage Improvement Project, the Various Locations in Grand Island (Resurfacing) Project, and the Capital Avenue – Webb Road to Broadwell Avenue Project.

Discussion

In January and March of 2013, meetings between the Nebraska Department of Roads (NDOR) officials and representatives of the 26 First Class Cities were conducted to discuss alternatives to address the \$21 Million shortfall. One option that was considered in January was to address the shortfall by delaying the Federal Fund Purchase Program – this program replaces the distribution of STP funds to First Class Cities with annual payments of State Cash. This option was rejected by consensus of those representing the First Class Cities.

On March 29, 2013, NDOR officials proposed that anticipated additional funds from the “August Redistribution” be directed to address the shortfall. August Redistribution funds are federal highway funds that would be unspent due to unsuccessful delivery of programmed projects unless they were redistributed to other states. Typically, NDOR receives \$10 Million annually from the August Redistribution because all NDOR Federal Aid projects go to contract in the Fiscal Year they are programmed, and NDOR prepares other “shelf ready” projects in anticipation of receiving the additional funds.

To show their commitment to delivering all Local Public Agency federal aid projects, NDOR will use the August Redistribution funds in FFY2013 and FFY2014 to provide for full federal participation for all First Class City STP projects that are currently programmed. In addition, NDOR anticipates payouts for the Federal Fund Purchase Program to begin in March of 2016 as originally scheduled. In exchange, individual projects are to be capped at their current estimate.

The purpose of this supplemental agreement is to apply the maximum total dollar amount (cap) of future obligations or obligation adjustments of Federal-Aid Funds for the US-30 Drainage Improvement Project, as directed by NDOR.

The current total estimated cost for the US-30 Drainage Improvement Project is \$1,495,319. The amount of Federal STP funds obligated to date is \$193,967. The program supplemental agreement caps the amount for future obligations at \$817,528.

The Letting Date for the US-30 Drainage Improvement Project is May 23, 2013. Construction is tentatively planned to begin in July.

Alternatives

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

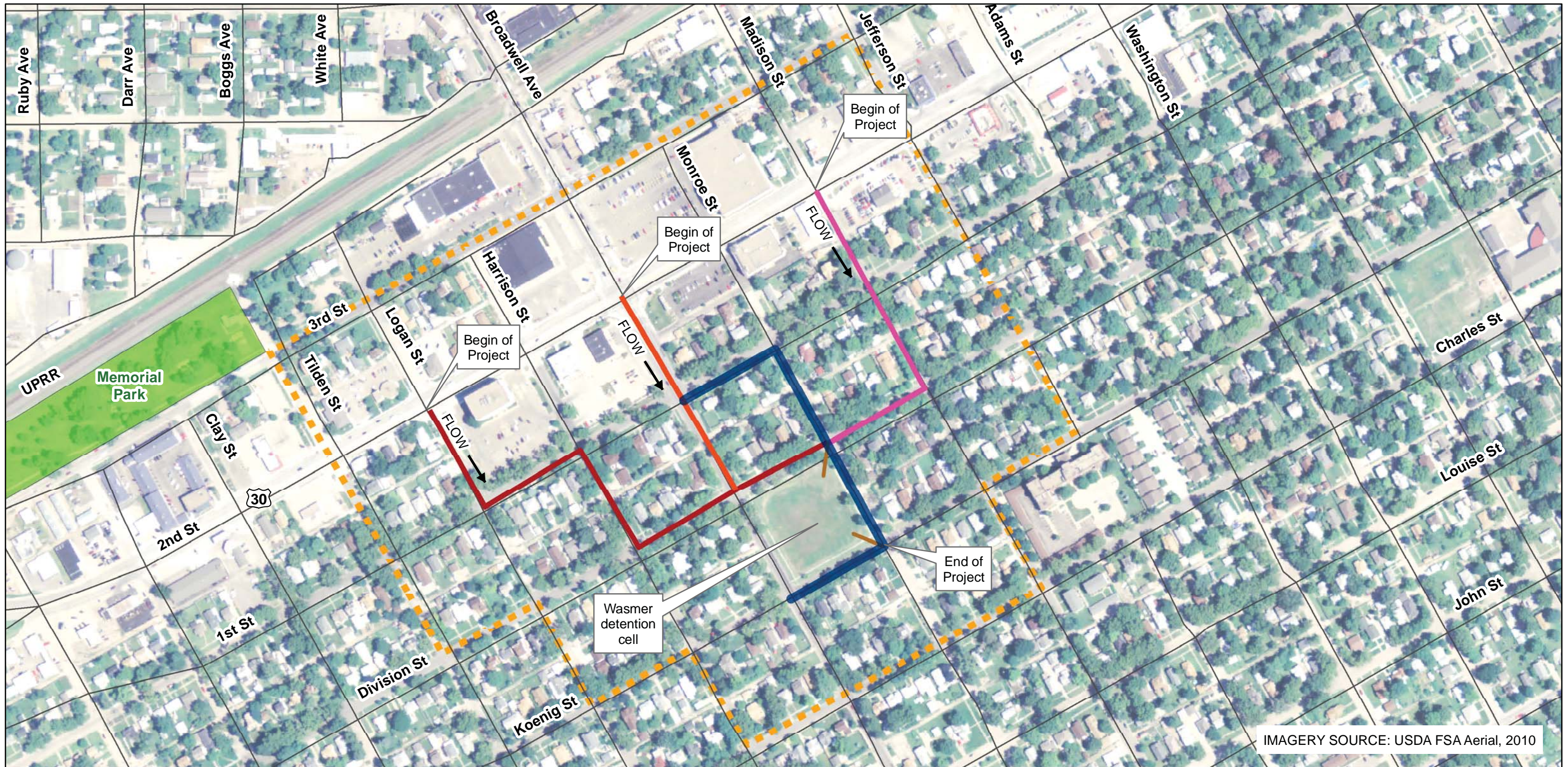
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Supplemental Agreement No. 2 to the Agreement with the Nebraska Department of Roads for the US-30 Drainage Improvement Project.

Sample Motion

Move to approve Supplemental Agreement No. 2.



IMAGERY SOURCE: USDA FSA Aerial, 2010



1 inch = 300 feet

- Legend**
- | | |
|---|---|
| — Logan St Segment | Study Area |
| — Broadwell Ave Segment | Parks |
| — Madison St Segment | Detour |
| — Inlet/Outlet Pipe | |

PROJECT VICINITY MAP



*US-30 Drainage Improvements
Grand Island, Hall County, Nebraska
Project No: URB-30-4(158), CN 40352A*

SUPPLEMENTAL AGREEMENT NO. 2
PROJECT PROGRAM

CITY OF GRAND ISLAND, NEBRASKA
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. URB-30-4(158)
CONTROL NO. 40352A
U.S.-30 DRAINAGE IMPROVEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into a Program Agreement for an LPA Federal-aid Transportation Project, Agreement No. BL1190, executed by the LPA on April 12, 2011 and executed by the State on April 21, 2011, hereinafter referred to as the "Original Agreement", and a supplemental agreement executed by the LPA on November 13, 2012 and executed by the State on November 29, 2012, hereinafter referred to as "Supplement Agreement No. 1", and

WHEREAS, the Parties agreed that the project would use Federal-aid STP Funds up to a maximum of 80 percent of the participating and eligible costs of the Preliminary Engineering and the Right of Way Phases of LPA's project, a maximum of 62 percent of the participating and eligible costs of the Construction Phase of LPA's project, and

WHEREAS, under MAP-21, passed by Congress, there is a reduction in the total dollar amount of Federal-aid Funds available for the local Federal-aid projects specified on the list attached to the Federal Funds Purchase Program Agreements (FFPP), on which LPA's project was included, and

WHEREAS, the total cost of the projects in the FFPP list of projects also has increased because of cost estimate increases and scope changes,

WHEREAS, there will not be sufficient Federal-aid STP Funds available to cover the total cost of all projects on the FFPP list of projects, and

WHEREAS, the Parties have therefore agreed to cap the future Federal funding obligation for each of the projects on the FFPP list of projects, and

WHEREAS, the Parties wish to supplement the Program Agreement to provide a cap for future Federal-aid obligations on LPA's project, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. URB-30-4(158), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2013, attached and identified as Exhibit “A” and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. This agreement supplements only that part of the Program Agreement that provides that the Federal share of the LPA’s project costs will be a maximum of 80% of participating and eligible costs of the Preliminary Engineering and the Right of Way Phases of LPA’s project and a maximum of 62 percent of the participating and eligible costs of the Construction Phase of LPA’s project. For previous obligations, the Federal share will continue to be 80 percent of the eligible and participating costs of the Preliminary Engineering and the Right of Way Phases and 62 percent of the participating and eligible costs of the Construction Phase. Effective immediately, a maximum total dollar amount (cap) shall apply to all future obligations or obligation adjustments of Federal-aid Funds for this project. The maximum dollar amount of future obligations for this project will be \$817,528. Therefore, the Federal-aid share for future obligations will be a maximum of 62 percent of participating and eligible project costs, up to this maximum dollar amount.

The LPA remains responsible for their 20 percent local share of all project costs in the Preliminary Engineering and the Right of Way Phases, 38 percent of all project costs in the Construction Phase, and shall be responsible for 100 percent of all costs of the project in excess of the Federal-aid maximum total dollar amount.

SECTION 2. The LPA and the State agree that, except for the provisions of Section 1 above, all terms and provisions of the Original Agreement on Project No. URB-30-4(158) executed by the LPA on November 13, 2012 and executed by the State on November 29, 2012 and Supplemental Agreement No. 1 executed by the LPA on November 13, 2012 and executed by the State on November 29, 2012 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this _____ day of _____, 2013.

WITNESS: RaNae Edwards	CITY OF GRAND ISLAND Jay Vavricek
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_____ LPA Clerk	_____ Mayor
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EXECUTED by the State this _____ day of _____, 2013.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Mick Syslo, P.E.

Materials & Research Division Engineer

RESOLUTION 2013-139

WHEREAS, on April 12, 2011 the Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads (NDOR) for the construction of the US-30 Drainage Improvement Project; and

WHEREAS, the original agreement with NDOR correctly calculated the City and Federal shares, the agreement was not specific in describing the funding shares for all the items involved with the Preliminary Engineering, Right of Way and Construction phases; and

WHEREAS, the Nebraska Department of Roads considered it appropriate to provide clarity through a supplemental agreement, and

WHEREAS, the Federal share payable for the eligible and participating costs of the Preliminary Engineering and Right-of-Way Phases of this project, including preliminary engineering, NEPA services, final design, Right-of-Way, Responsible Charge and NDOR costs, will be a maximum of 80 percent; and

WHEREAS, the Federal share payable for the eligible and participating costs of the Construction phase of this project, including Utilities, Construction, Construction Engineering, Responsible Charge and NDOR costs, will be a maximum of 62 percent; and

WHEREAS, Supplement Agreement No. 1 was approved on November 13, 2012 by Resolution No. 2012-332; and

WHEREAS, Supplement Agreement No. 2 is necessary to show their commitment to delivering all Local Public Agency federal aid projects, NDOR will use the August Redistribution funds in FFY2013 and FFY2014 to provide for full federal participation for all First Class City STP projects that are currently programmed; and

WHEREAS, individual projects are to be capped at their current estimate; and

WHEREAS, the current total estimated cost for the US 30 Drainage Improvement Project is \$1,495,319.00. The amount of Federal STP funds obligated to date is \$193,967.00. The program supplemental agreement caps the amount for future obligations at \$817,528.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 2 with the Nebraska Department of Roads for the construction of the US-30 Drainage Improvement Project is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Supplemental Agreement No. 1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-17

**#2013-140 - Approving Program Supplemental Agreement No. 1
with the State of Nebraska Department of Roads for the Grand
Island Various Locations (Resurfacing) Project**

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 14, 2013

Subject: Approving Program Supplemental Agreement No. 1 with the State of Nebraska Department of Roads for Capping Future Obligations for the Grand Island Various Locations (Resurfacing) Project

Item #'s: G-17

Presenter(s): John Collins, Public Works Director

Background

The Moving Ahead for Progress in the 21st Century Act (MAP-21) is a funding and authorization bill to govern United States federal surface transportation spending. Signed into law on July 6, 2012, the \$105 billion, two year bill will not significantly alter total funding authorized under the previous transportation bill, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Key provisions under MAP-21 include consolidation of the 90 highway and transit programs into 30, reformation of the environmental review process for project development, reduction of funding for bicycle and pedestrian transportation, and development of a national freight policy. Over 90% of the highway program funding under MAP-21 is distributed by formula and is under the control of the state departments of transportation.

Under MAP-21, the funding level for projects on the National Highway System (NHS) – a 220,000-mile network of Interstates and major roadways – increased from \$18.7 Billion to \$21.8 Billion. Projects formerly funded by the Transportation Enhancement Program (Hike/Bike Trails, Historical Lighting) and the Safe Routes to Schools Program have been consolidated under the Transportation Alternatives Program, with total funding reduced from \$1.1 Billion to \$0.8 Billion. The Highway Safety Improvement Program, which has the major focus of improving safety for all road users, increased its funding level from \$1.7 Billion to \$2.4 Billion.

The Surface Transportation Program (STP) is the federal-aid highway program with the broadest eligibility criteria, and has been typically used by Local Public Agencies to fund roadway and bridge improvements. Under MAP-21, the funding level increased from \$9.0 Billion to \$10.0 Billion, but the program was broadened to incorporate numerous programs and added responsibilities. The formulas for distribution of the funds to States

and Local Public Agencies were also altered to provide more funding for projects on the National Highway System.

In Nebraska, the annual amount of STP funds allocated to First Class Cities (cities with populations between 5000 and 200,000) was reduced from \$11.6 Million to \$7.4 Million for Federal Fiscal Years (FFY) 2013 and 2014. Additionally, the scope and cost for several projects programmed to receive STP funding in FFY2013 and FFY2014 increased significantly. The estimate for STP projects for First Class Cities currently totals \$35 Million, representing a shortfall during the two year period of approximately \$21 Million. Without an alternative source of funds, projects currently programmed would either have to be withdrawn or have their federal funding share dramatically reduced.

The Grand Island STP projects currently planned to be obligated in FFY2013 and FFY2014 are the US-30 Drainage Improvement Project, the Various Locations in Grand Island (Resurfacing) Project, and the Capital Avenue – Webb Road to Broadwell Avenue Project.

Discussion

In January and March of 2013, meetings between the Nebraska Department of Roads (NDOR) officials and representatives of the 26 First Class Cities were conducted to discuss alternatives to address the \$21 Million shortfall. One option that was considered in January was to address the shortfall by delaying the Federal Fund Purchase Program – this program replaces the distribution of STP funds to First Class Cities with annual payments of State Cash. This option was rejected by consensus of those representing the First Class Cities.

On March 29, 2013, NDOR officials proposed that anticipated additional funds from the “August Redistribution” be directed to address the shortfall. August Redistribution funds are federal highway funds that would be unspent due to unsuccessful delivery of programmed projects unless they were redistributed to other states. Typically, NDOR receives \$10 Million annually from the August Redistribution because all NDOR Federal Aid projects go to contract in the Fiscal Year they are programmed, and NDOR prepares other “shelf ready” projects in anticipation of receiving the additional funds.

To show their commitment to delivering all Local Public Agency federal aid projects, NDOR will use the August Redistribution funds in FFY2013 and FFY2014 to provide for full federal participation for all First Class City STP projects that are currently programmed. In addition, NDOR anticipates payouts for the Federal Fund Purchase Program to begin in March of 2016 as originally scheduled. In exchange, individual projects are to be capped at their current estimate.

The purpose of this supplemental agreement is to apply the maximum total dollar amount (cap) of future obligations or obligation adjustments of Federal-Aid Funds for the Grand Island Various Locations (Resurfacing) Project, as directed by NDOR.

The current total estimated cost for the Various Locations in Grand Island (Resurfacing) Project is \$3,412,768. The amount of Federal STP funds obligated to date is \$290,218.

The program supplemental agreement caps the amount for future obligations at \$2,537,600.

This Various Locations in Grand Island (Resurfacing) Project is on schedule to be let for contract in September, 2013. Construction will likely begin in the spring of 2014.

Alternatives

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

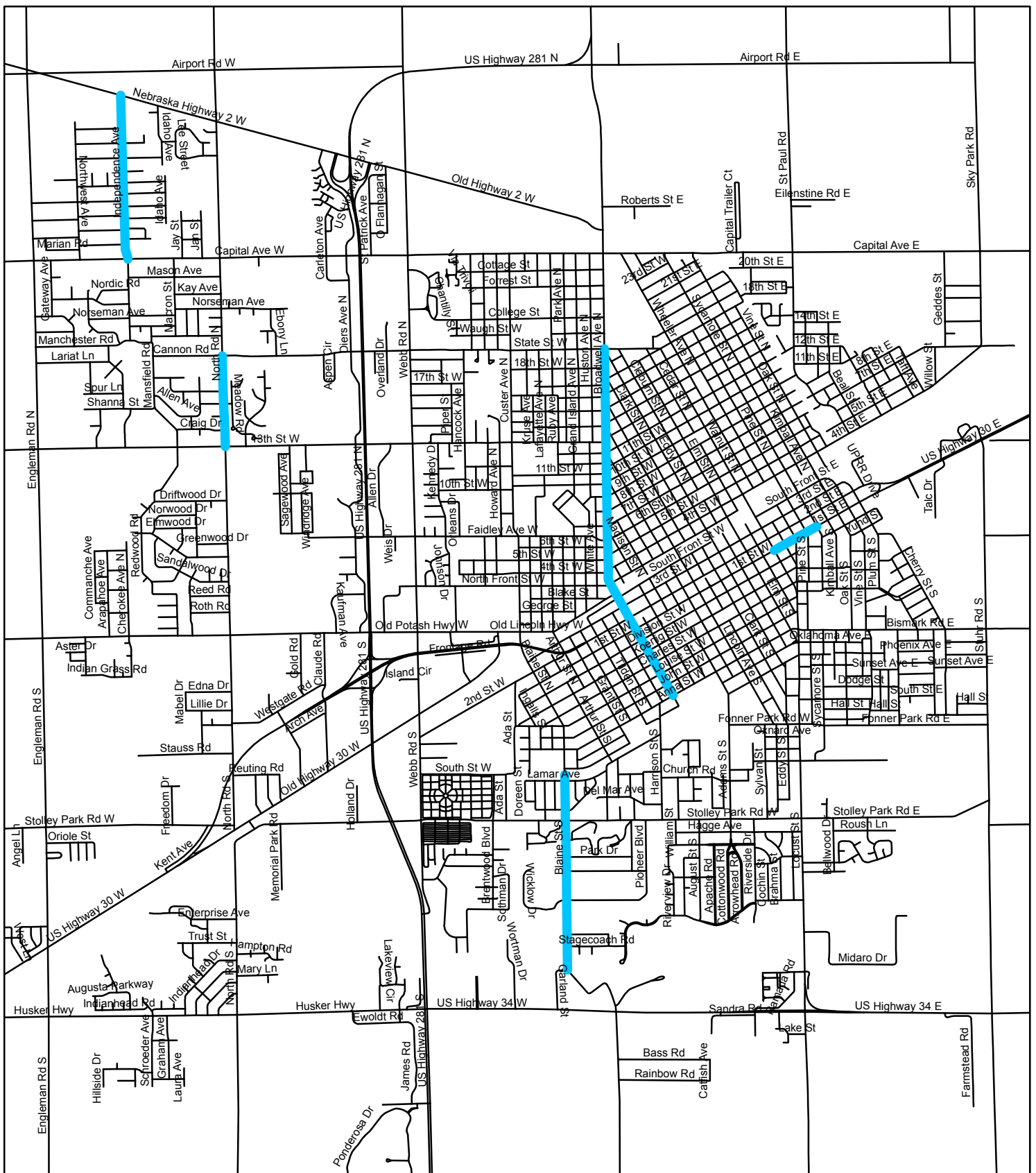
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Supplemental Agreement No. 1 to the Agreement with the Nebraska Department of Roads for the Grand Island Various Locations (Resurfacing) Project.

Sample Motion

Move to approve Supplemental Agreement No. 1.



FEDERAL AID PROJECTS

BLAINE ST. - Garland to Stolley Park Rd

BLAINE ST. - Stolley Park Rd to Bike Trail

1st ST - Walnut to Sycamore

NORTH ROAD - 13th to State

INDEPENDENCE AVE. - Capital Ave to Neb. Hwy #2

BROADWELL AVE. - Anna to 2nd

BROADWELL AVE. - 2nd to State



PUBLIC WORKS DEPARTMENT

PLOT 01-25-2011----FED-Aid-Overlay-2013.mxd

SUPPLEMENTAL AGREEMENT NO. 1
PROJECT PROGRAM

CITY OF GRAND ISLAND, NEBRASKA
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. URB-5409(2)
CONTROL NO. 42706
VARIOUS LOCATIONS IN GRAND ISLAND

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into a Program Agreement for an LPA Federal-aid Transportation Project, Agreement No. BM1107, executed by the LPA on May 24, 2011 and executed by the State on June 3, 2011, hereinafter referred to as the "Original Agreement", and

WHEREAS, the Parties agreed that the project would use Federal-aid STP Funds up to a maximum of 80 percent of the participating and eligible costs of LPA's project, and

WHEREAS, under MAP-21, passed by Congress, there is a reduction in the total dollar amount of Federal-aid Funds available for the local Federal-aid projects specified on the list attached to the Federal Funds Purchase Program Agreements (FFPP), on which LPA's project was included, and

WHEREAS, the total cost of the projects in the FFPP list of projects also has increased because of cost estimate increases and scope changes,

WHEREAS, there will not be sufficient Federal-aid STP Funds available to cover the total cost of all projects on the FFPP list of projects, and

WHEREAS, the Parties have therefore agreed to cap the future Federal funding obligation for each of the projects on the FFPP list of projects, and

WHEREAS, the Parties wish to supplement the Program Agreement to provide a cap for future Federal-aid obligations on LPA's project, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. URB-5409(2), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2013, attached and identified as Exhibit "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. This agreement supplements only that part of the Program Agreement that provides that the Federal share of the LPA's project costs will be a maximum of 80% of all participating and eligible costs of LPA's project. For previous obligations, the Federal share will continue to be 80 percent of the eligible and participating costs. Effective immediately, a maximum total dollar amount (cap) shall apply to all future obligations or obligation adjustments of Federal-aid Funds for this project. The maximum dollar amount of future obligations for this project will be \$2,537,600. Therefore, the Federal-aid share for future obligations will be a maximum of 80 percent of participating and eligible project costs, up to this maximum dollar amount.

The LPA remains responsible for their 20 percent local share of all project costs and shall be responsible for 100 percent of all costs of the project in excess of the Federal-aid maximum total dollar amount.

SECTION 2. The LPA and the State agree that, except for the provisions of Section 1 above, all terms and provisions of the Original Agreement on Project No. URB-5409(2) executed by the LPA on May 24, 2011 and executed by the State on June 3, 2011 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this _____ day of _____, 2013.

WITNESS:
RaNae Edwards

CITY OF GRAND ISLAND
Jay Vavricek

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2013.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Mick Syslo, P.E.

Materials & Research Division Engineer

RESOLUTION 2013-140

WHEREAS, the City of Grand Island Public Works Department prepared a Project Programming Request to the Nebraska Department of Roads for the Various Locations in Grand Island Resurfacing Project; and

WHEREAS, such request was approved by the Nebraska Department of Roads on April 5, 2011; and

WHEREAS, the total project cost was estimated at \$2,747,266, with \$549,453 being the responsibility of the City of Grand Island; and

WHEREAS, an agreement with the Nebraska Department of Roads was approved by Grand Island City Council through Resolution No. 2011-125 to proceed with this project; and

WHEREAS, Supplement Agreement No. 1 is necessary to show their commitment to delivering all Local Public Agency federal aid projects, NDOR will use the August Redistribution funds in FFY2013 and FFY2014 to provide for full federal participation for all First Class City STP projects that are currently programmed; and

WHEREAS, individual projects are to be capped at their current estimate; and

WHEREAS, the current total estimated cost for the Various Locations in Grand Island (Resurfacing) Project is \$3,412,768. The amount of Federal STP funds obligated to date is \$290,218. The program supplemental agreement caps the amount for future obligations at \$2,537,600.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 1 with the Nebraska Department of Roads for the Grand Island Various Locations Resurfacing Project is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-18

**#2013-141 - Approving Program Supplemental Agreement No. 1
with the State of Nebraska Department of Roads for the Capital
Avenue – Webb Road to Broadwell Avenue Project**

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 14, 2013

Subject: Approving Program Supplemental Agreement No. 1 with the State of Nebraska Department of Roads for Capping Future Obligations for the Capital Avenue – Webb Road to Broadwell Avenue Project

Item #'s: G-18

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

Background

The Moving Ahead for Progress in the 21st Century Act (MAP-21) is a funding and authorization bill to govern United States federal surface transportation spending. Signed into law on July 6, 2012, the \$105 billion, two year bill will not significantly alter total funding authorized under the previous transportation bill, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Key provisions under MAP-21 include consolidation of the 90 highway and transit programs into 30, reformation of the environmental review process for project development, reduction of funding for bicycle and pedestrian transportation, and development of a national freight policy. Over 90% of the highway program funding under MAP-21 is distributed by formula and is under the control of the state departments of transportation.

Under MAP-21, the funding level for projects on the National Highway System (NHS) – a 220,000-mile network of Interstates and major roadways – increased from \$18.7 Billion to \$21.8 Billion. Projects formerly funded by the Transportation Enhancement Program (Hike/Bike Trails, Historical Lighting) and the Safe Routes to Schools Program have been consolidated under the Transportation Alternatives Program, with total funding reduced from \$1.1 Billion to \$0.8 Billion. The Highway Safety Improvement Program, which has the major focus of improving safety for all road users, increased its funding level from \$1.7 Billion to \$2.4 Billion.

The Surface Transportation Program (STP) is the federal-aid highway program with the broadest eligibility criteria, and has been typically used by Local Public Agencies to fund roadway and bridge improvements. Under MAP-21, the funding level increased from \$9.0 Billion to \$10.0 Billion, but the program was broadened to incorporate numerous programs and added responsibilities. The formulas for distribution of the funds to States

and Local Public Agencies were also altered to provide more funding for projects on the National Highway System.

In Nebraska, the annual amount of STP funds allocated to First Class Cities (cities with populations between 5000 and 200,000) was reduced from \$11.6 Million to \$7.4 Million for Federal Fiscal Years (FFY) 2013 and 2014. Additionally, the scope and cost for several projects programmed to receive STP funding in FFY2013 and FFY2014 increased significantly. The estimate for STP projects for First Class Cities currently totals \$35 Million, representing a shortfall during the two year period of approximately \$21 Million. Without an alternative source of funds, projects currently programmed would either have to be withdrawn or have their federal funding share dramatically reduced.

The Grand Island STP projects currently planned to be obligated in FFY2013 and FFY2014 are the US-30 Drainage Improvement Project, the Various Locations in Grand Island (Resurfacing) Project, and the Capital Avenue – Webb Road to Broadwell Avenue Project.

Discussion

In January and March of 2013, meetings between the Nebraska Department of Roads (NDOR) officials and representatives of the 26 First Class Cities were conducted to discuss alternatives to address the \$21 Million shortfall. One option that was considered in January was to address the shortfall by delaying the Federal Fund Purchase Program – this program replaces the distribution of STP funds to First Class Cities with annual payments of State Cash. This option was rejected by consensus of those representing the First Class Cities.

On March 29, 2013, NDOR officials proposed that anticipated additional funds from the “August Redistribution” be directed to address the shortfall. August Redistribution funds are federal highway funds that would be unspent due to unsuccessful delivery of programmed projects unless they were redistributed to other states. Typically, NDOR receives \$10 Million annually from the August Redistribution because all NDOR Federal Aid projects go to contract in the Fiscal Year they are programmed, and NDOR prepares other “shelf ready” projects in anticipation of receiving the additional funds.

To show their commitment to delivering all Local Public Agency federal aid projects, NDOR will use the August Redistribution funds in FFY2013 and FFY2014 to provide for full federal participation for all First Class City STP projects that are currently programmed. In addition, NDOR anticipates payouts for the Federal Fund Purchase Program to begin in March of 2016 as originally scheduled. In exchange, individual projects are to be capped at their current estimate.

The purpose of this supplemental agreement is to apply the maximum total dollar amount (cap) of future obligations or obligation adjustments of Federal-Aid Funds for the Capital Avenue – Webb Road to Broadwell Avenue Project, as directed by NDOR.

The current total estimated cost for the Capital Avenue – Webb Road to Broadwell Avenue Project is \$8,150,500. The amount of Federal STP funds obligated to date is

\$394,128. The program supplemental agreement caps the amount for future obligations at \$6,133,200.

The environmental document for the Capital Avenue – Webb Road to Broadwell Avenue Project was approved by the Federal Highway Administration on April 22, 2013. Acquisition of right-of-way and easements on the north side of Capital Avenue for roadway and utility work is anticipated to be completed this summer. Relocation of utilities is scheduled to occur in 2014. Roadway construction is planned to occur in 2015.

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 Supplemental Agreement No. 1 to the Agreement with the Nebraska Department of Roads for the Capital Avenue – Webb Road to Broadwell Avenue Project.

Sample Motion

Move to approve Supplemental Agreement No. 1.

CAPITAL AVENUE RECONSTRUCTION



SUPPLEMENTAL AGREEMENT NO. 1
PROJECT PROGRAM

CITY OF GRAND ISLAND, NEBRASKA
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. URB-5436(5)
CONTROL NO. 42707
CAPITAL AVE, WEBB RD – BROADWELL AVE

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into a Program Agreement for an LPA Federal-aid Transportation Project, Agreement No. BM1106, executed by the LPA on May 24, 2011 and executed by the State on June 3, 2011, hereinafter referred to as the "Original Agreement", and

WHEREAS, the Parties agreed that the project would use Federal-aid STP Funds up to a maximum of 80 percent of the participating and eligible costs of LPA's project, and

WHEREAS, under MAP-21, passed by Congress, there is a reduction in the total dollar amount of Federal-aid Funds available for the local Federal-aid projects specified on the list attached to the Federal Funds Purchase Program Agreements (FFPP), on which LPA's project was included, and

WHEREAS, the total cost of the projects in the FFPP list of projects also has increased because of cost estimate increases and scope changes,

WHEREAS, there will not be sufficient Federal-aid STP Funds available to cover the total cost of all projects on the FFPP list of projects, and

WHEREAS, the Parties have therefore agreed to cap the future Federal funding obligation for each of the projects on the FFPP list of projects, and

WHEREAS, the Parties wish to supplement the Program Agreement to provide a cap for future Federal-aid obligations on LPA's project, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. URB-5436(5), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2013, attached and identified as Exhibit "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. This agreement supplements only that part of the Program Agreement that provides that the Federal share of the LPA's project costs will be a maximum of 80% of all participating and eligible costs of LPA's project. For previous obligations, the Federal share will continue to be 80 percent of the eligible and participating costs. Effective immediately, a maximum total dollar amount (cap) shall apply to all future obligations or obligation adjustments of Federal-aid Funds for this project. The maximum dollar amount of future obligations for this project will be \$6,133,200. Therefore, the Federal-aid share for future obligations will be a maximum of 80 percent of participating and eligible project costs, up to this maximum dollar amount.

The LPA remains responsible for their 20 percent local share of all project costs and shall be responsible for 100 percent of all costs of the project in excess of the Federal-aid maximum total dollar amount.

SECTION 2. The LPA and the State agree that, except for the provisions of Section 1 above, all terms and provisions of the Original Agreement on Project No. URB-5436(5) executed by the LPA on May 24, 2011 and executed by the State on June 3, 2011 shall remain in full force and effect.

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RESOLUTION 2013-141

WHEREAS, the City of Grand Island Public Works Department prepared a Project Programming Request to the Nebraska Department of Roads for the Capital Avenue, Webb Road to Broadwell Avenue; and

WHEREAS, such request was approved by the Nebraska Department of Roads on April 5, 2011; and

WHEREAS, the total project cost was estimated at \$3,250,639, with \$650,129 being the responsibility of the City of Grand Island; and

WHEREAS, an agreement with the Nebraska Department of Roads was approved by Grand Island City Council through Resolution No. 2011-124 to proceed with this project; and

WHEREAS, Supplement Agreement No. 1 is necessary to show their commitment to delivering all Local Public Agency federal aid projects, NDOR will use the August Redistribution funds in FFY2013 and FFY2014 to provide for full federal participation for all First Class City STP projects that are currently programmed; and

WHEREAS, individual projects are to be capped at their current estimate; and

WHEREAS, the current total estimated cost for the Capital Avenue – Webb Road to Broadwell Avenue Project is \$8,150,500. The amount of Federal STP funds obligated to date is \$394,128.00. The program supplemental agreement caps the amount for future obligations at \$6,133,200.00/

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 1 with the Nebraska Department of Roads for the construction of Capital Avenue; Webb Road to Broadwell Avenue Project is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-19

#2013-142 - Approving Agreement for Temporary Construction Easement for the Various Locations 2013 Federal Aid Resurfacing Project

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

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: May 14, 2013

Subject: Approving Agreement for Temporary Construction Easement for the Various Locations 2013 Federal Aid Resurfacing Project

Item #'s: G-19

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

Background

The City of Grand Island Public Works Department sought federal Surface Transportation Program (STP) funds for the Various Locations in Grand Island Resurfacing project. This project consists of typical asphalt mill and overlay construction activities, which is done by removing the top of existing asphalt roadway surfacing by cold milling and placement of new Asphaltic Concrete. Work is planned at the following locations.

- Blaine Street – Garland Street to Stolley Park Road
- Blaine Street – Stolley Park Road to the Beltline Trail
- First Street – Walnut Street to Sycamore Street
- North Road - 13th Street to State Street
- Independence Avenue – Capital Avenue to Nebraska Highway 2
- Broadwell Avenue - Anna Street to Second Street
- Broadwell Avenue – Second Street to State Street

Select locations have been identified for complete pavement removal and reconstruction due to the lack of structural capacity of the existing pavement. These locations include two blocks on First Street and the southern portion of Independence Avenue. Sidewalk curb ramps will be reconstructed to Americans with Disabilities Act (ADA) standards at all intersections.

This project is coordinated with and supplements the Grand Island Streets Division Pavement Preservation Plan. This project will relieve the City of funding these improvements solely with Capital Improvement Program funds.

Temporary Construction easements and Leasehold Agreements are necessary for this project to be completed, which must be approved by City Council.

On April 23, 2013, by Resolution No. 2013-122 Grand Island City Council approved temporary construction easements from 30 property owners, along with 10 leasehold agreements in this project area.

Discussion

A temporary construction easement is needed from one additional property owner in this project area. All documents have been signed and returned by the property owner. Authorization of the document is contingent upon City Council approval. Following is a summary of the payment, totaling \$650.00, for this property.

No.	Property Owner	Legal Description	Easement Payment (minimum \$100.00)	Payment of Damages	Total
26	Church of God of Prophecy	Part of Lot 119 of West Lawn Addition, located in the NE Quarter of the SE Quarter (NE ¼, SE ¼) of Section 8, Township 11 North, Range 9 West of the 6 th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The East 4.50 feet of the South 12.50 feet of said Lot 119. Said temporary easement contains a calculated area of 56.25 square feet more or less.	56.25 s.f. @ \$.20/s.f.	Remove & Replace chain link fence @ \$550.00	\$650.00
					\$650.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Agreement for Temporary Construction Easement Agreement between the City of Grand Island, Public Works Department and the affected property owner in the Various Locations 2013 Federal Aid Resurfacing Project.

Sample Motion

Move to approve the Temporary Construction Easement Agreement.

RESOLUTION 2013-142

WHEREAS, a temporary construction easement agreement is required by the City of Grand Island, from the affected property owner in the Various Locations 2013 Federal Aid Resurfacing Project area, as follows:

No.	Property Owner	Legal Description	Easement Payment (minimum \$100.00)	Payment of Damages	Total
26	Church of God of Prophecy	Part of Lot 119 of West Lawn Addition, located in the NE Quarter of the SE Quarter (NE ¼, SE ¼) of Section 8, Township 11 North, Range 9 West of the 6 th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows: The East 4.50 feet of the South 12.50 feet of said Lot 119. Said temporary easement contains a calculated area of 56.25 square feet more or less.	56.25 s.f. @ \$.20/s.f.	Remove & Replace chain link fence @ \$550.00	\$650.00
					\$650.00

WHEREAS, an Agreement for Temporary Easement has been reviewed and approved by the City Legal Department.

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 enter into the Agreement for Temporary Easement on the above described tracts of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
May 10, 2013	City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-20

#2013-143 - Approving Lease of Parking Spaces at Wells Fargo

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney
Meeting: May 14, 2013
Subject: Wells Fargo Parking Spaces Lease
Item #'s: G-20
Presenter(s): Robert J. Sivick, City Attorney

Background

On April 21, 1998 the City of Grand Island (City) entered into a fifteen year lease with Overland State Bank, later acquired by Wells Fargo Bank, for ten parking spaces directly behind the bank, located downtown on Third Street. The parking spaces are located in the City owned lot behind and North of the bank. The annual lease payment for the ten spaces was \$1,800.00. The lease expired on March 31, 2013.

Discussion

The lease to be considered tonight was negotiated by City legal staff with Wells Fargo officials. It was agreed the annual lease payment would increase to \$2,500.00. It was also agreed the lease period would be for five years to allow more frequent review of the situation particularly the lease rate. The present lease, if approved by the Grand Island City Council (Council) will take effect retroactively April 1, 2013 and expire on March 31, 2018.

Alternatives

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

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

Recommendation

The City Administration recommends the Council approve Resolution 2013- which authorizes the Mayor to sign on behalf of the City the five year lease with Wells Fargo Bank for ten parking spaces located on a City owned parking lot.

Sample Motion

Move to approve Resolution 2013- which authorizes the Mayor to sign on behalf of the City the five year lease with Wells Fargo Bank.

LEASE AGREEMENT

This agreement by and between the City of Grand Island, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "City" and Wells Fargo Bank N.A. a national banking association, hereinafter referred to as "Wells Fargo", witnesseth:

I.

The purpose of this agreement is to set forth the terms and conditions under which Wells Fargo will lease from the City ten (10) parking spaces immediately North of the Wells Fargo branch located at 304 West Third Street, Grand Island, Hall County, Nebraska.

II.

This lease shall be in effect for a period of five (5) years from April 1, 2013 to March 31, 2018.

III.

Wells Fargo agrees to pay the City Two Hundred and Fifty Dollars (\$250.00) per month for the ten (10) parking spaces or Two Thousand, Five Hundred Dollars (\$2,500.00) per year. The annual payment of Two Thousand, Five Hundred Dollars (\$2,500.00) shall be due in annual installments within thirty (30) days of the first day of each lease year.

IV.

Wells Fargo shall designate the ten (10) leased spaces with signage and shall be solely responsible for the cost and maintenance of said signage.

V.

The terms of this agreement shall be construed in accordance with the laws of the State of Nebraska.

VI.

The terms contained in this document shall constitute the entire agreement between the parties and it may not be modified

in any way except in writing and executed by duly authorized representatives of the parties.

THE CITY OF GRAND ISLAND

Date

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

WELLS FARGO BANK N.A.

4/10/13

Date

Bret E. Hansen, VP

Title: Vice President

RESOLUTION 2013-143

WHEREAS, the City of Grand Island had a fifteen year lease with Overland State Bank, now Wells Fargo Bank, for ten parking spaces on a City owned lot behind the bank; and

WHEREAS, the present lease agreement with Wells Fargo Bank has expired; and

WHEREAS, the City and Wells Fargo Bank have negotiated a five year lease agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign on behalf of the City the five year lease agreement with Wells Fargo Bank.

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 10, 2013	▣ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item G-21

#2013-144 - Approving COP Hiring Grant Application

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: May 14, 2013

Subject: COP Hiring Grant Application

Item #'s: G-21

Presenter(s): Steven Lamken, Police Chief

Background

The U.S. Department of Justice has opened applications for 2013 COPs Hiring grants that if awarded could be used to assist in paying for the costs of up to three new Police Officer positions. The attached is an application for the Police Department requesting funding for the hiring of three additional officers for the Police Department. The complete application is on file at the Police Department. The Police Department is seeking permission to submit the application. The application does not commit the City until such time as the City would accept an award if granted.

Discussion

The U.S. Department of Justice has opened applications for COPs Hiring Grants that if awarded could be used to assist in paying for the costs of up to three new Police Officer positions. The grant funding will support paying for the salaries and benefits of a new hire Police Officer for three years up to \$125,000. This would include salary, social security, pension, and health care benefits. It does not include overtime or uniforms.

The City would be responsible for a match of at least twenty five percent of the grant award which we would exceed in paying for the rest of the officers' salaries and benefits. The grant would require the City to maintain any officers hired under the grant for a minimum of one year after the grant ended. Grant funds are limited and there is no assurance that the City would receive an award.

The 2012 ICMA Public Safety Study identified the need to increase the Police Department strength by ten sworn officer positions. The Police Department developed an implementation plan that identified hiring five new officer positions in the 2012/2013 fiscal year and five additional new officers in the 2013/2014 fiscal year. The COPS

Hiring Grant if awarded could be used to offset some of the costs of additional Police Officers to the Police Department.

The Police Department has prepared a grant application seeking grant funding for three new hire officers to further enhance our strategic policing initiative. The Department is seeking Council approval to submit the grant application. The application does not commit the City to hiring the three officers until such time as the City would accept an award.

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 submission of the 2013 COP Hiring Grant for three new Police Officer positions in the Police Department.

Sample Motion

Move to approve the submission of the 2013 COP Hiring Grant for three new Police Officer positions in the Police Department.

If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number:	GRANT11392331
Applicant DUNS:	04-091-9607
Submitter's Name:	Steven C lamken
CFDA Number:	16.710
CFDA Description:	Public Safety Partnership and Community Policing Gran
Funding Opportunity Number:	COPS-HIRING-PROGRAM-APPLICATION-2013
Funding Opportunity Description:	COPS-Hiring-Program-Application-2013
Agency Name:	Community Oriented Policing Services
Application Name of this Submission:	Grand Island Police Department
Date/Time of Receipt:	2013.05.06 4:03 PM, EDT

TRACK MY APPLICATION – To check the status of this application, please click the link below:

https://apply07.grants.gov/apply/checkSingleApplStatus.faces?tracking_num=GRANT11392331

It is suggested you Save and/or Print this response for your records.

Opportunity Title:	COPS-Hiring-Program-Application-2013
Offering Agency:	Community Oriented Policing Services
CFDA Number:	16.710
CFDA Description:	Public Safety Partnership and Community Policing Grants
Opportunity Number:	COPS-HIRING-PROGRAM-APPLICATION-2013
Competition ID:	
Opportunity Open Date:	04/22/2013
Opportunity Close Date:	05/23/2013
Agency Contact:	COPS Office Response Center Phone: 1-800-421-6770 Email: AskCOPSRC@usdoj.gov

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name: Grand Island Police Department

Mandatory Documents

Move Form to
Complete

Move Form to
Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)
COPS Short Application Attachment to SF-424

Optional Documents

Move Form to
Submission List

Move Form to
Delete

Optional Documents for Submission

Instructions

- 1 Enter a name for the application in the Application Filing Name field.
 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2 Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.
 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the ==> button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3 Click the "Save & Submit" button to submit your application to Grants.gov.
 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: Completed by Grants.gov upon submission.		4. Applicant Identifier: _____
5a. Federal Entity Identifier: _____		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: Grand Island Police Department		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 476006250		* c. Organizational DUNS: 0409196070000
d. Address:		
* Street1: 111 Public Safety Drive		
Street2: _____		
* City: Grand Island		
County/Parish: Hall		
* State: NE: Nebraska		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 68801-8510		
e. Organizational Unit:		
Department Name: Grand Island Police Department		Division Name: Police
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____		* First Name: Steven
Middle Name: Charles		
* Last Name: Lamken		
Suffix: _____		
Title: Police Chiefr		
Organizational Affiliation: _____		
* Telephone Number: 308-3385-5400 #2201		Fax Number: 308-385-5395
* Email: slamken@gipolice.org		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Community Oriented Policing Services

11. Catalog of Federal Domestic Assistance Number:

16.710

CFDA Title:

Public Safety Partnership and Community Policing Grants

*** 12. Funding Opportunity Number:**

COPS-HIRING-PROGRAM-APPLICATION-2013

*** Title:**

COPS-Hiring-Program-Application-2013

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Grand Island Police Department Strategic Policing Initiative

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="375,000.00"/>
* b. Applicant	<input type="text" value="248,334.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="623,334.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

COPS Application Attachment to SF-424

Section 1: COPS PROGRAM REQUEST

Federal assistance is being requested under the following COPS program:

Select the COPS grant program for which you are requesting federal assistance. **A separate application must be completed for each COPS program for which you are applying.** Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.

ONLY ONE PROGRAM OPTION MAY BE CHECKED

- ☒ COPS Hiring Program
☐ Community Policing Development
☐ Micro Grants for Law Enforcement Agencies

Applicant ORI Number:

0400100

Re-enter Applicant ORI Number:

0400100

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

RESOLUTION 2013-144

WHEREAS, The City conducted a comprehensive Public Safety study in 2012;
and

WHEREAS, The Public Safety study identified the need for ten new sworn Police Officer positions in the Police Department; and

WHEREAS, The Police Department developed an implementation strategy that identified hiring five new officers in the 2012/2013 fiscal year and five new officers in the 2013/2014 fiscal year, and

WHEREAS, The U.S. Department of Justice has opened applications for 2013 COPS Hiring grant funding that the Police Department is eligible to apply for; and

WHEREAS, the COPS Hiring grant would assist in paying for the salary and benefits of three new Police Officers

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

Approve the submission of the Police Department 2013 COPS Hiring grant application for three new hire Police Officer positions in the Police Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item H-1

**Approving Referral of Downtown Business Improvement District
to the Regional Planning Commission**

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: May 14, 2013

Subject: Referral of Downtown Business Improvement District 2013 to the Regional Planning Commission

Item #'s: H-1

Presenter(s): Marco Floreani, Community Development Administrator

Background

The Mayor and Council appointed an initial Board of Directors to Downtown Business Improvement District 2013(BID) and approved resolution 2013-71. The District is slated to replace the existing downtown Business Improvement District. There are a number of sequential steps in this process. After being appointed, the BID Board submits recommendations to the City Council. Prior to acting on those recommendations, the Council refers the matter to the Regional Planning Commission for its recommendations. The immediate step is to refer the Downtown Business Improvement District 2013 formation and proposal to the Regional Planning Commission for review and recommendation according to law.

Discussion

Pursuant to the authority given in Neb Rev Stats 19-4015 through 19-4038, cities may create Business Improvement Districts to facilitate improvements and to develop and promote a variety of beneficial activities. The appointed BID Board has submitted an initial proposed budget for activities, improvements and boundaries for the District. The Council must refer the proposal to the Regional Planning Commission for recommendation before additional steps may be taken.

After receiving the Regional Planning Commission's recommendations, the Council will be asked to adopt a resolution of intent to establish the District. The resolution will contain the following: a description of the boundaries, detailed proposals of improvements and purposes of the district, estimates costs of projects, the manner of raising revenue and assessments, and set a time for a hearing on the establishment of the District. After the notice, hearing, and opportunity to protest, the Council will be asked to pass an ordinance to formally establish the District.

Alternatives

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

1. Move to refer the matter to the Regional Planning Commission
2. Take no action on the issue

Recommendation

City Administration recommends that the Council refer the Downtown Business Improvement District 2013 proposal to the Regional Planning Commission.

Sample Motion

Move to refer the Downtown Business Improvement District 2013 formation and proposal to the Regional Planning Commission.

Budget Proposal
Downtown Business Improvement District 13
Grand Island, Nebraska

Submitted to the Honorable Mayor and City Council of Grand Island

May 14, 2013

By

Downtown Business Improvement District 2013 Board of Directors:

Tom Ziller, Chair
Amos Anson
Craig Hand
Dave Wetherilt
Dee Johnson
Eric Edwards
Kris Jerke
Kurt Haecker
Mark Stelk

Proposed Budget and Purposes for Downtown Business Improvement District 2013

The board members of Downtown Business Improvement District 2013 have completed a thorough and disciplined process to identify their mission and prioritize the work to be accomplished over the next five years – the life of Downtown Business Improvement District 13 in downtown Grand Island.

While many resources will be employed in the achievement of our mission, including the talent and efforts of downtown stakeholders and collaborative projects with area businesses and other organizations, this proposal requests a total of \$90,000 in each of the next five years for a total of \$450,000 over the life of this Business Improvement District, to complete essential work in three broad categories:

Retention and Recruitment

Encouraging a vibrant and welcoming downtown requires the presence of businesses, active shoppers and visitors, downtown residents, offices and a welcoming atmosphere. Downtown Business Improvement District 13 will encourage these results in downtown Grand Island through the planning and implementation of Downtown promotions, continued Main Street commitments and downtown investments to attract the attention of people looking for vibrant and welcoming places to dine, shop, live, work and play.

Twenty-one percent of the proposed budget is designated for Retention and Recruitment, or \$95,000 over the next five years (see Table 1).

Downtown Beautification

Creating an atmosphere that is bright, beautiful and safe is essential to the attraction of people to downtown, regardless of whether they come to visit, live, dine, shop or simply enjoy the downtown. This category of work will include completion of projects in Kaufmann Cummings Park, enhanced foliage and flowers in the downtown, preparing and maintaining clean and safe pedestrian areas, streetscape investments, signage improvements and other items to help downtown Grand Island become a destination for local residents and visitors to this community.

Twenty-eight percent of the proposed budget is designated for Downtown Beautification or a total of \$124,000 over the next five years (see Table 1).

Implementation and Maintenance

Finally, all the resources and talent vested in Downtown Business Improvement District 13 rely upon the successful completion of each project and careful maintenance of the downtown area to ensure the best possible results from the careful planning and investments of downtown stakeholders, including Downtown Business Improvement District 13. To accomplish many of the duties inherent in this proposal, we must secure the necessary human resources, using contracts with existing organizations, to implement the work and maintenance pursuant to the mission of Downtown Business Improvement District 13.

Fifty-one percent of the proposed budget is designated for Implementation and Maintenance, or a total of \$231,000 over the next five years (see Table 1).

Table 1.

Downtown Business Improvement District 2013 <i>Five-Year Financial Plan</i>							
	Fiscal years beginning October 1,					Total	
	2013	2014	2015	2016	2017		
BID #8 Revenue	90,000	90,000	90,000	90,000	90,000	450,000	100.00%
Retention and Recruitment Main Street Promotions, Advertising, Retention and Recruitment	18,000	19,000	19,000	19,000	20,000	95,000	21%
Downtown Beautification Kaufmann Cummings Park, Green Spaces, Historical Lighting, Pedestrian Areas, Streetscape, Signage and Wayfinding	27,000	25,000	25,000	24,000	23,000	124,000	28%
Implementation and Maintenance Support Staff, Green Team, City Finance, and Planning	45,000	46,000	46,000	47,000	47,000	231,000	51%



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item I-1

#2013-145 - Consideration of Declaring Redevelopment Plan Area 12 as Blighted and Substandard Located South and North of Old Potash Hwy, East of Engleman Road and West of North Road

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

Staff Contact: Chad Nabity

RESOLUTION 2013-145

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, Ray O'Connor has caused to be prepared a Blight and Substandard Study for an area of Indian Acres Subdivision and Copper Creek Estates west and south of Shoemaker School in northwest Grand Island referred to as Area No. 12; and

WHEREAS, Stahr & 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, Ray O'Connor presented such study to the Grand Island City Council on March 12, 2013 and

WHEREAS, on March 12, 2013 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 recommended approval of such study at its April 3, 2013 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on April 26, 2013.

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. 12 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 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item I-2

#2013-146 - Consideration of Approving Bid Award for Grand Island Wastewater Treatment Plant Headworks Improvements; Project No. WWTP-2013-1

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: May 14, 2013

Subject: Approving Award for the Construction of Project No. WWTP-2013-1; Headwork's Improvements at the Wastewater Treatment Plant

Item #'s: I-2

Presenter(s): John Collins PE, Public Works Director
Terry Brown PE, Manager of Engineering Services
Marvin Strong PE, Wastewater Plant Engineer

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have jointly developed bidding documents, entitled; Headworks Improvement, Project WWTP-2013-1 to construct a new wastewater pumping station, flow measurement, and grit removal systems at the Wastewater Treatment Plant.

The primary purpose of the Headworks Improvements project is to replace existing influent (wastewater entering the plant) pumping, measuring, and screening equipment that is at or near the end of its useful life. The facilities have been sized to accommodate City of Grand Island growth.

Common to sewer collection systems is the use of gravity sewers to convey wastewater. At intervals where a buried sewer collection pipe reaches depths that are no longer economical to convey as gravity, a lift station is established. This type of lift station or "Pump Station" is used to raise the wastewater to a higher point to start the gravity conveyance sequence again.

A new building will be constructed for the pumping equipment to lift influent sewer flow to a higher elevation established by the design engineer to allow for gravity conveyance thru the wastewater treatment plant. A new screening process will be installed to collect and remove debris from the flow stream prior to the pumping equipment. The screening equipment will also include a washing process to reduce the organic content (odors) of the screened material. The existing pump station will eventually be decommissioned.

Instrumentation will be installed to accurately measure the wastewater flow. This flow measurement will be after the pump station and prior the grit removal system.

The grit removal system is being upgraded and replaced with newer equipment and process technology. A new building will house the cleaning, conveyance, handling and load out system. The new system will collect and remove a higher amount of smaller grit particles from the wastewater flow and decrease the moisture content of the washed grit when compared to the old system. These improvements will benefit other downstream pumping and process equipment at the treatment facility by reducing overall wear and increasing the operating life of such equipment.

The new pumping, measuring, and grit removal system will connect to an existing plant control or SCADA (Supervisory and Data Acquisition) System for additional automation and operational management at the wastewater facility.

All functions of the new facilities have been designed with odor reduction elements. Additionally, an electrical distribution system will be installed in coordination with City Utilities Department.

The new treatment and support facilities, for the most part, will be constructed on the west side of the site within the limits of the former “Sludge Storage Lagoon Area” where sufficient space is available. This location allows for less expensive, open-cut excavation with minimal disruption to existing plant operations. Once the new facilities are operational, the existing facilities can be decommissioned.

Discussion

The Wastewater Division of the Public Works Department advertised for bids for this project on March 25, 2013 and opened bids on April 25, 2013.

The Public Works Department, Wastewater Division, and the Purchasing Division of the City Attorney's Office have reviewed all bids received. Three (3) bids were received with base bids ranged from \$16,768,000 to \$23,330,400. The engineer's opinion of cost for the base bid was \$16,066,000. The additive/deductive alternatives varied in pricing between the individual bids.

The engineer's cost opinion was within five (5) percent of the lowest bid and is considered to be within the range of accuracy expected for this type of project. The number of bidders, other regional projects bidding at this time, and the current market conditions were all factors that likely attributed to the higher bids received. In addition, Black & Veatch reviewed the bids to understand where differences exist between their cost opinion and the bids and preliminary value engineering discussions were held with the apparent low bidding contractor, Garney Companies, Inc. The major cost differences and value engineering ideas were associated with overexcavation requirements within the former “Sludge Storage Lagoon Area”, dewatering, concrete for new treatment structures, controlled low strength material for pipe abandonment, and by-pass pumping requirements. These items are discussed in further detail below:

- Some of the new treatment structures, support facilities, piping, and concrete pavement will be constructed within the limits of the former “Sludge Storage Lagoon Area” and above its former bottom elevation. The lagoon has been partially backfilled, but the backfilled soils were not sufficiently compacted to provide suitable bearing capacity for the proposed work.

As such, the bid documents require over excavation to the former lagoon bottom and placement of compacted soils to the bottom of the new foundations. This is not a typical requirement and adds costs to the project. Other methods could be considered to reduce costs, such as pre-loading the areas to consolidate the existing soils.

- Dewatering costs were higher due to a misunderstanding of where water could be discharged, resulting in longer discharge piping than what is needed.
- Aggregate in concrete used for liquid-containing structures must not possess a potential for alkali reactivity, which impacts long-term performance and durability of the concrete. Concrete suppliers were unsure if acceptable aggregate would be available locally, thereby increasing the cost of concrete that was provided to the bidders. Preliminary testing could be performed to confirm the suitability of the aggregates and possibly reduce the concrete cost
- Controlled low strength material (CLSM) is required for pipe abandonment, mainly for the interceptors being replaced. CLSM is a cement-based mixture with small aggregate that is typically used to fill abandoned pipe. Alkali reactivity is not a concern for CLSM, but may have been a factor for high supplier costs. The difficulty in placing the CLSM may have impacted the total cost due to the depths of the interceptor piping and since the piping is below the groundwater table.
- By-pass pumping requirements were clarified for the interceptor work. No by-pass pumping is required for the North Interceptor and less pumping should be needed for the West Interceptor than what the contractor assumed.

These discussions identified items that should reduce the contractor's risk, contingency, and costs currently in the bid. Subsequent discussions are planned after bid award.

Bid Summary Table

	Garney Companies, Inc.	Eriksen Construction Co. Inc.	Oakview dck, LLC
Lump Sum Base Bid	\$ 16,768,000	\$ 17,260,124	\$ 23,330,400
<u>Additive/Deductive Alternatives</u>			
A. Plant Interceptor Piping (FPRM)	\$ 75,000	\$ 69,000	\$ No Bid
B. Plant Interceptor Piping (PPSP)	\$ 0.00	\$ No Bid	\$ No Bid
C. De-gritted Wastewater Piping (FPRM)	\$ 0.00	\$ (193,000)	\$ No Bid
D. Plant Drain Piping (HDPE)	\$ 10,000	\$ No Bid	\$ No Bid
E. Two-Year Correction Period	\$ 150,000	\$ 300,000	\$ 550,000

FRPM – Fiberglass Reinforced Polymer Mortar
PPSP – Polypropylene Sewer Pipe
HDPE – High Density Polyethylene

City staff and Engineer have discussed additive/deductive alternatives and are bringing forward the recommendation in:

Accepting (additive) alternative A; furnishing and installing fiberglass reinforced polymer mortar pipe (FRPM) in place of the base bid piping system of polyvinyl chloride sewer pipe (PVCSP) in the amount of \$75,000.

Denying alternative B; furnishing and installing polypropylene sewer pipe (PPSP) in place of the base bid piping system of polyvinyl chloride sewer pipe (PVCSP) in the amount of \$0.00.

Accepting (additive) alternative C; furnishing and installing fiberglass reinforced polymer mortar pipe (FRPM) in place of the base bid piping system of ductile iron pipe (DIP) in the amount of \$0.00.

Denying (additive) alternative D; furnishing and installing high density polyethylene (HDPE) in place of the base bid piping system of polyvinyl chloride sewer pipe (PVCSP) in the amount of \$10,000.00.

Accepting (additive) alternative E; Base bid was based on a one-year correction period this alternative covers the additive price for one additional year of correction period, which will provide a two-year correction period for the project in the amount of \$150,000.00.

Although polyvinyl chloride sewer pipe (PVCSP) pipe is an acceptable material for buried gravity sewer, we feel that utilizing fiberglass reinforced polymer mortar pipe (FRPM) will increase the project's success both during construction and in the long term, match the North Interceptor pipe materials, and provide better overall value to the City. The reasons for this include the following:

- Closed profile wall PVCSP pipe can become brittle in cold weather which can cause damage to the pipe during installation. FRPM does not have this issue.
- Long term deflection for the closed profile wall PVCSP pipe can be up to 7.5% versus 5.0% of FRPM. The greater the deflection, the more stress is on the pipe which can lead to lower design life. There is also a decrease in pipe capacity with greater deflection.
- The manholes that will be provided with the FRPM pipe will be fiberglass reinforced pipe (FRP), which is corrosion resistant. In addition, the manhole bases are fabricated FRPM 'tee base' pipe fittings. The combination of fittings, the FRPM pipe, and FRP manholes makes this a completely corrosion resistant system resulting in a longer service life.

The result will add \$225,000 in alternative selections to the base bid amount of \$16,768,000 for a contractual award amount of \$16,993,000.

Alternatives

City staff recommends against rejecting all bids and re-advertising because all of the bidders have shown their numbers and bids the second time around is almost always higher unless the project can be scaled back. We have done preliminary value engineering with the design engineer, Black & Veatch, the apparent low bidding contractor, Garney Companies, Inc. and City Staff. We cannot scale back the operations portions of this project to reduce the contract cost and keep pace with increased aging infrastructure; we also do not want to eliminate the odor control measures that are part of this project. The proposed septage receiving area and JBS meter/sampler structure are two elements of the project that were added during the design. Construction of these facilities could be deferred; however, the cost of these facilities would be higher, if separately bid at a future date.

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

1. Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute a contractual agreement with Garney Companies, Inc. of Gardner, Kansas for the construction of Headworks Improvements, Project WWTP-2013-1.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration, and design engineer, Black & Veatch recommends that the Council approve award of construction contract to build the Headworks Improvements, Project WWTP-2013-1 at the Wastewater Treatment Plant to Garney Companies, Inc. of Gardner, Kansas.

Sample Motion

Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute a contractual agreement with Garney Companies, Inc. of Gardner, Kansas for the construction of Headworks Improvements, Project WWTP-2013-1.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 25, 2013 at 2:00 p.m.

FOR: WWTP Headworks Improvements, Project WWTP-2013-1

DEPARTMENT: Public Works

ESTIMATE: \$16,066,000.00

FUND/ACCOUNT: 53030054-85213
53030054-53014

PUBLICATION DATE: March 25, 2013

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Eriksen Construction Co., Inc.</u> Blair, NE	<u>Garney Companies, Inc.</u> Gardner, KS
Bid Security:	Travelers Casualty & Surety Co.	Western Surety Co.
Exceptions:	None	None
Bid Price:	\$17,260,124.50	\$16,768,000.00
Piping (FRPM):	\$ +69,000.00	\$ +75,000.00
Piping (PPSP):	No Bid	No Bid
De-gritted Piping:	\$ -193,000.00	No Bid
Drain Piping:	No Bid	\$ +10,000.00
2 Yr. Correction:	\$ +300,000.00	\$ +150,000.00

Bidder:	<u>Oakview dck, LLC</u> Red Oak, IA
Bid Security:	Liberty Mutual Ins. Co.
Exceptions:	None
Bid Price:	\$23,330,400.00
Piping (FRPM):	No Bid
Piping (PPSP):	No Bid
De-gritted Piping:	No Bid
Drain Piping:	No Bid
2 Yr. Correction:	\$ +550,000.00

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Terry Brown, PW Mgr. of Engineering

Catrina DeLosh, PW Admin. Assist.
Jue Zhao, WWTP Project Manager
Marvin Strong, WWTP Engineer
Jaye Monter, Finance Director

P1638

May 3, 2013

City of Grand Island, Nebraska Publics Works Dept.
Grand Island Wastewater Treatment Plant
and Collection System Improvements

B&V Project 175144.5300
B&V File 80.1130

Mr. Terry Brown
City of Grand Island, Nebraska
100 East 1st Street
Grand Island, Nebraska 68801

Headworks Improvements – Bid Recommendation

Attention: Terry

Three bids were received and opened on April 25, 2013 at City Hall for the Headworks Improvements project. Bidding was open to all general contractors who met the qualifications and safety requirements outlined in the bid documents. Bids were received on a lump sum basis and consisted of the sum of the Contractor's base bid and unit price items. The following is an alphabetical list of the contractor's lump sum base bids that were received and read aloud.

<u>Contractor</u>	<u>Total Lump Sum Base Bid</u>
Eriksen Construction Company, Inc.	\$17,260,124.50
Garney Companies, Inc.	\$16,768,000.00
Oakview, dck, LLC (see note below)	\$23,330,399.75
Note: Errors made in the multiplication of two unit price items resulting in an incorrect total bid shown on Bid Form. Corrected bid is shown above.	

The enclosed bid tabulation summarizes the lump sum base bid prices, unit price items, bid alternatives prices, proposed subcontractors and equipment suppliers, our review of the completeness of the bid package, and whether or not the qualifications and safety requirements were met.

Lump Sum Base Bid

The low bid was submitted by Garney Companies, Inc. (Garney). Garney's bid was \$492,124.50 less than the next lowest bid from Eriksen Construction Company, Inc. (Eriksen). All bids were more than the Engineer's opinion of probable construction cost of \$16,066,000. The Engineer's cost opinion was within five (5) percent of Garney's bid and is considered to be within the acceptable accuracy range for this type of project. The number of bidders, other regional projects bidding at this time, and the current market conditions were all factors that likely attributed to the higher bids received.

The bids were reviewed to understand where differences exist between the Engineer's cost opinion and the bids. Preliminary value engineering discussions were also held with Garney, the apparent low bidder. The major cost differences and value engineering ideas

were associated with overexcavation requirements within the former sludge storage lagoon area, dewatering, concrete for new treatment structures, controlled low strength material for pipe abandonment, and by-pass pumping requirements. These items are discussed in further detail below:

- Some of the new treatment structures, support facilities, piping, and concrete pavement will be constructed within the limits of the former sludge storage lagoon area and above its former bottom elevation. The lagoon has been partially backfilled, but the backfilled soils were not sufficiently compacted to provide suitable bearing capacity for the proposed work. As such, the bid documents require overexcavation to the former lagoon bottom and placement of compacted soils to the bottom of the new foundations. This is not a typical requirement and adds costs to the project. Other methods could be considered to reduce costs, such as pre-loading the areas to consolidate the existing soils.
- Dewatering costs were higher due to a misunderstanding of where water could be discharged, resulting in longer discharge piping than what is needed.
- Aggregate in concrete used for liquid-containing structures must not possess a potential for alkali reactivity, which impacts long-term performance and durability of the concrete. Concrete suppliers were unsure if acceptable aggregate would be available locally, thereby increasing the cost of concrete that was provided to the bidders. Preliminary testing could be performed to confirm the suitability of the aggregates and possibly reduce the concrete cost.
- Controlled low strength material (CLSM) is required for pipe abandonment, mainly for the interceptors being replaced. CLSM is a cement-based mixture with small aggregate that is typically used to fill abandoned pipe. Alkali reactivity is not a concern for CLSM, but may have been a factor for high supplier costs. The difficulty in placing the CLSM may have impacted the total cost due to the depths of the interceptor piping and since the piping is below the groundwater table.
- By-pass pumping requirements were clarified for the interceptor work. No by-pass pumping is required for the North Interceptor and less pumping should be needed for the West Interceptor than what the contractor assumed.

These discussions identified items that should reduce the contractor's risk, contingency, and costs currently in the bid. Subsequent discussions are planned after bid award.

Bid Alternatives

The following summarizes our recommendations related to the bid alternatives:

- Bid Alternative 1 (Plant Interceptor Piping – FRPM): To be consistent with the North Interceptor recommendations, using fiberglass reinforced polymer mortar (FRPM) pipe is recommended. Garney's additional cost of \$75,000 to install FRPM, in lieu of PVC pipe used in the Base Bid, is reasonable.
- Bid Alternative 2 (Plant Interceptor Piping – PPSP): The use of polypropylene sewer pipe (PPSP) is not necessary, if Bid Alternative 1 is implemented.
- Bid Alternative 3 (De-Gritted Wastewater Piping – FRPM): Garney provided a price of \$0.00 indicating that FRPM pipe would be installed at no additional cost to

ductile iron pipe (DIP) used in the Base Bid. Using FRPM pipe is recommended since it is more corrosion resistant and should have a longer service life than DIP.

- Bid Alternative 4 (Plant Drain Piping – HDPE): Garney provided a price of an additional \$10,000.00 to install high density polyethylene (HDPE) pipe, in lieu of PVC pipe used in the Base Bid. Fused joints used for HDPE pipe would reduce the amount of groundwater infiltration and subsequent treatment through the plant. The additional cost of \$10,000 for the relatively short length of plant drain piping would not be worth the minimal savings in treatment.
- Bid Alternative 5 (Two-Year Correction Period): Garney provided a price of an additional \$150,000.00 to provide a two (2)-year correction period, in lieu of a one (1)-year correction period used in the Base Bid. The cost is less than one (1) percent of the bid price and is reasonable for an additional year of correction period coverage.

Garney's Proposed Project Manager and Superintendent

At our request, Garney provided the names of the following individuals as the proposed Project Manager and Superintendent.

- Project Manager – Joey Perell or Marc Grace. Joey is currently the project manager for the City of Olathe, KS Cedar Creek Wastewater Treatment Plant Improvements project. Marc is currently the project manager for the Midland, TX Water Supply project. Both of these are Black & Veatch projects that are nearing completion.
- Superintendent - Brian Schultz or Joe Ross. Brian is currently the project manager for the City of St. Joseph, MO Disinfection Improvements project and has served as a field superintendent on previous projects. Joe was the superintendent for the Johnson County, KS Facility 3 Water Treatment Plant.

We are familiar with these individuals from their current or past roles on Black & Veatch projects. All are experienced and qualified to serve in their respective roles for this project.

List of Subcontractors

We have reviewed the subcontractors that Garney submitted in the List of Subcontractors. Garney is listed to self-perform the concrete construction, process mechanical equipment and piping installations, and yard piping. Black & Veatch has previously worked with Davin Electric, Hartman Walsh (painting), and BL Mechanical (HVAC). We have found each of these to be competent subcontractors. Island Landhandlers is located in Grand Island. Olsson has previously worked with them and does not have any concerns with past performance. We have no previous project experience with Kelley Dewatering, Thompson Masonry, and Weathercraft (Roofing). We communicated with Kelley during design to obtain budgetary costs. Kelley is headquartered in Grand Rapids, MI and is licensed to perform work in NE. Thompson Masonry is located in Yutan, NE (east of Omaha) and has been in business for over 20 years. Weathercraft is headquartered in North Platte, NE and has been in business for over 40 years. If subsequent investigations indicate any concerns with these subcontractors, we will inform the City. The Contract

Documents state that Contractor must replace a subcontractor against whom Owner has a reasonable objection.

Equipment Questionnaire

We reviewed the Equipment Questionnaire submitted by Garney. All the manufacturers listed in the questionnaire are named in the specifications, or manufacturers we have accepted and worked with on current or past projects. The specific equipment will be reviewed for compliance with the specifications when the Garney submits shop drawings. If the equipment submitted, does not meet the criteria listed in the applicable sections of the specifications, then the equipment will be rejected.

Completeness Check and Qualifications

Review of the submitted bidding documents indicate that Garney provided a complete and responsive bid. Garney provided acceptable project descriptions and references that demonstrated they met the qualifications requirements. Experience Modification Rates (EMRs) for workers' compensation were provided on insurance company letterhead (Liberty Mutual) for the last three (3) years as required. All EMRs were less than one (1) to meet the safety requirement.

We have not received any significant negative feedback on their performance and capabilities from our experience with them on past projects and our current projects, including the City of Olathe, KS Cedar Creek Wastewater Treatment Plant Improvements, and City of Midwest City, OK Pollution Control Facility Improvements, and from reference checks.

We also obtained a Dun & Bradstreet report for Garney. The report indicates that Garney's financial risk is low. Dun & Bradstreet gave them a credit score of 3 (1 is lowest risk; 5 highest risk), which ranks them in the top 23.5% of companies in the Dun & Bradstreet database. There is not anything in the report that concerns us regarding their financial ability.

Summary

Based on the above review and Garney's performance on projects with Black & Veatch, it is our opinion that Garney is qualified to satisfactorily complete the Headworks Improvements project. As such, we recommend that the City award the contract to Garney at a total price of \$16,993,000.00 for the Lump Sum Base Bid, Bid Alternative 1, Bid Alternative 3, and Bid Alternative 5. In reviewing Eriksen's bid and their prices for these bid alternatives, Garney would remain the low bidder.

City of Grand Island
Mr. Terry Brown

Page 5
May 3, 2013

If you have any questions, please feel free to contact me at (913) 458-6558 or Derek Cambridge at (913) 458-3465.

Very truly yours,
BLACK & VEATCH



Gary J. Schnettgoecke
Engineering Manager

Enclosures

cc: Marvin Strong, City
Jue Zhao, City
Derek Cambridge, B&V
B&V File

City of Grand Island, NE
Grand Island WWTP
Headworks Improvements
Bid Tabulation - April 25, 2013

			Eriksen Construction Co., Inc.		Garney Companies, Inc.		Oakview dck, LLC		Black & Veatch	
Addendum No. 1 Acknowledged?			yes		yes		yes		N/A	
Addendum No. 2 Acknowledged?			yes		yes		yes		N/A	
Addendum No. 3 Acknowledged?			yes		yes		yes		N/A	
Exceptions			none		none		none		N/A	
Bid Package Complete									N/A	
Bidder Checklist Form			yes		yes		yes		N/A	
Acknowledgement of Addenda			yes		yes		yes		N/A	
Firm Unit Pricing; or Lump Sum Pricing as Applicable			yes		yes		yes		N/A	
Certificate of Compliance Fair Labor Standards			yes		yes		yes		N/A	
Evidence of Bidder's Qualifications to do Business in Nebraska			yes		yes		yes		N/A	
List of Subcontractors			yes		yes		yes		N/A	
Equipment Questionnaire			yes		yes		yes		N/A	
Qualifications of Bidders			yes		yes		yes		N/A	
Exceptions to the Bid (if any)			yes		yes		yes		N/A	
Bid Security			Not Provided to B&V		Not Provided to B&V		Not Provided to B&V		N/A	
Bidder Qualifications Met?			yes		yes		yes		N/A	
EMR < 1 for Last 3 Years and on Insurance Company Letterhead?			yes		yes		yes		N/A	
Bid Prices										
1.0 Complete Work, Except Items Below			\$17,044,000.00		\$16,589,240.00		\$23,159,000.00		\$15,882,000.00	
	Units	Estimated Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2.0 Additional Structure Excavation and Select Fill - Raw Wastewater Pumping Station	Cubic Yards	475.0	\$23.70	\$11,257.50	\$21.00	\$9,975.00	\$19.75	\$9,381.25	\$45.00	\$21,375.00
3.0 Additional Structure Excavation and Select Fill - JBS Meter and Sampler Building	Cubic Yards	60.0	\$20.50	\$1,230.00	\$21.00	\$1,260.00	\$17.10	\$1,026.00	\$25.00	\$1,500.00
4.0 Additional Structure Excavation and Select Fill - Flow Distribution Structure	Cubic Yards	175.0	\$20.50	\$3,587.50	\$21.00	\$3,675.00	\$17.10	\$2,992.50	\$25.00	\$4,375.00
5.0 Additional Structure Overexcavation and Select Fill - Engine-Generator Pad	Cubic Yards	40.0	\$20.50	\$820.00	\$21.00	\$840.00	\$17.10	\$684.00	\$25.00	\$1,000.00
6.0 Additional Structure Overexcavation and Select Fill - Other Structures	Cubic Yards	750.0	\$20.50	\$15,375.00	\$21.00	\$15,750.00	\$17.10	\$12,825.00	\$25.00	\$18,750.00
7.0 Additional Structure Overexcavation and Select Fill - Concrete Pavement and Raw Wastewater Force Mains	Cubic Yards	500.0	\$20.50	\$10,250.00	\$8.00	\$4,000.00	\$17.10	\$8,550.00	\$25.00	\$12,500.00
8.0 Removal of Unsuitable Subgrade Materials and Replacement with Crushed Rock	Cubic Yards	1100.0	\$91.50	\$100,650.00	\$75.00	\$82,500.00	\$76.15	\$83,765.00	\$40.00	\$44,000.00
9.0 Placement of Geogrid	Square Yards	1800.0	\$1.75	\$3,150.00	\$3.00	\$5,400.00	\$1.75	\$3,150.00	\$5.00	\$9,000.00
10.0 Placement of Filter Fabric	Square Yards	1500.0	\$1.75	\$2,625.00	\$2.00	\$3,000.00	\$1.20	\$1,800.00	\$3.75	\$5,625.00
11.0 16-inch Well Casing	Feet	70.0	\$81.60	\$5,712.00	\$70.00	\$4,900.00	\$68.00	\$4,760.00	\$180.00	\$12,600.00
12.0 16-inch Well Screen	Feet	116.0	\$270.00	\$31,320.00	\$230.00	\$26,680.00	\$225.00	\$26,100.00	\$280.00	\$32,480.00
13.0 8-inch Pump Column	Feet	166.0	\$91.25	\$15,147.50	\$80.00	\$13,280.00	\$76.00	\$12,616.00	\$55.00	\$9,130.00
14.0 Concrete Crack Repair	Feet	150.0	\$100.00	\$15,000.00	\$50.00	\$7,500.00	\$25.00	\$3,750.00	\$75.00	\$11,250.00
Total Lump Sum Base Bid				\$17,260,124.50		\$16,768,000.00		\$23,330,399.75		\$16,066,000.00
							Shading indicates error in multiplication of unit price items on Oakview's Bid Form and incorrect total bid			

City of Grand Island, NE
Grand Island WWTP
Headworks Improvements
Bid Tabulation - April 25, 2013

	Eriksen Construction Co., Inc.	Garney Companies, Inc.	Oakview dck, LLC	Black & Veatch
Bid Alternatives				
Bid Alternative 1.0 - Plant Interceptor Piping (FRPM)	+\$69,000	+\$75,000	NO BID	NA
Bid Alternative 2.0 - Plant Interceptor Piping (PPSP)	NO BID	\$0	NO BID	NA
Bid Alternative 3.0 - De-gritted Wastewater Piping (FRPM)	-\$193,000	\$0	NO BID	NA
Bid Alternative 4.0 - Plant Drain Piping (HDPE)	NO BID	+\$10,000	NO BID	NA
Bid Alternative 5.0 - Two-Year Correction Period	+\$300,000	+\$150,000	+\$550,000	NA
List of Subcontractors				
Excavation	Eriksen Construction	Island Landhandlers	Island Landhandlers	NA
Dewatering	Mersino	Kelley Dewatering	TBD	NA
Concrete	Consolodated Concrete/Gerhold	Garney	Oakview	NA
Masonry	Thompson Masonry	Thompson Masonry	Thompson Masonry	NA
Process Mechanical	Eriksen Construction	Garney	Oakview	NA
HVAC Mechanical	Jerry's Sheetmetal	BL Mechanical	Jerry's Sheetmetal	NA
Plumbing	Eriksen Construction	Garney	TBD	NA
Electrical	Dick's Electric	Davin Electric	IES	NA
Roofing	Weather Craft	Weather Craft	Weather Craft	NA
Painting	Mongon Painting	Hartman Walsh	Mongon Painting	NA
Yard Piping	Eriksen Construction	Garney	K2 Construction	NA
Equipment Questionnaire				
Section 11122 – Horizontal, End Suction Grit Pumps	Fairbanks Morse	Fairbanks Morse	Fairbanks Morse	NA
Section 11150 – Submersible Pumps	ABS	ABS	ABS	NA
Section 11155 – Submersible Well Pumps	Goulds	Goulds	Goulds	NA
Section 11312 – Mechanically Cleaned Bar Screens	Vulcan Industries	Vulcan Industries	Vulcan Industries	NA
Section 11321 – Grit Removal Equipment Gravity Type	Hydro International (without exception)	Hydro International (without exception)	Hydro International (without exception)	NA
Section 11322 – Grit Separation and Classification Equipment	Hydro International (without exception)	Hydro International (without exception)	Hydro International (without exception)	NA
Section 11325 – Screenings Washer/Compactor Equipment	Vulcan Industries	Vulcan Industries	Vulcan Industries	NA
Section 11354 - Carbon Absorption Units	ECS	ECS	ECS	NA
Section 11356 - Odor Control Fans	ECS	ECS	ECS	NA
Section 11910 – Engine Generator	Caterpillar	MTU	Caterpillar	NA
Section 13530 - Programmable Logic Controllers	Allen Bradley (without exception)	Allen Bradley (without exception)	Allen Bradley (without exception)	NA
Section 15093 - Check Valves	APCO	Pratt	APCO	NA
Section 15102 - Eccentric Plug Valves	DeZurik	Pratt	DeZurik	NA
Section 15113 - Fabricated Stainless Steel Slide Gates	Rodney Hunt	Whipps	Rodney Hunt	NA
Section 15114 - Open-Channel Metal Slide Gates and Weir Gates	Rodney Hunt	Whipps	Rodney Hunt	NA
Section 16150 - Adjustable Frequency Drives	Allen Bradley (without exception)	Allen Bradley (without exception)	Allen Bradley (without exception)	NA
Section 16480 - 600 Volt Class Motor Control	Square D	Square D	Square D	NA

A 3D architectural rendering of a two-story brick building. The building features a large cylindrical tank in the foreground, a central entrance door, and two large roll-up doors on the right side. A technical drawing inset in the top right corner shows a cross-section of the building with labels for 'Administration Laboratory', 'Water course', 'Brick', 'Ramp', and 'Wall'. Arrows point from the technical drawing to the corresponding parts of the 3D model.



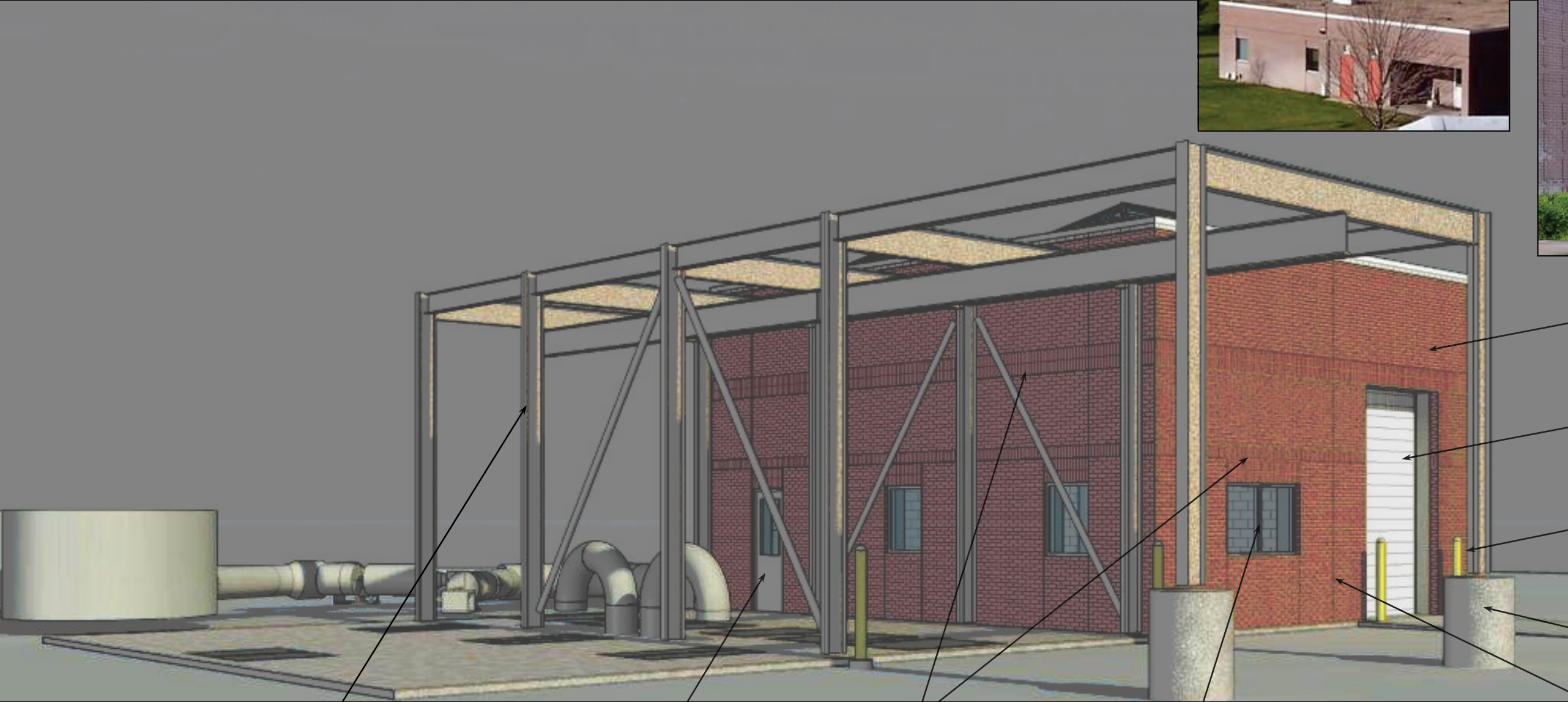
- RUNNING BOND FACE BRICK TO MATCH EXISTING "VINTAGE BROWN VELOUR" BY SIOUX CITY BRICK
- PRE-FINISHED ALUMINUM OVERHEAD COILING DOOR TO MATCH EXISTING
- PAINTED GUARD POST TO MATCH EXISTING
- CAST-IN-PLACE CONCRETE SLAB AND FOUNDATION

CAST-IN-PLACE CONCRETE
WALLS AND FOUNDATION



Page 231 / 293

PROPOSED SOUTHEAST PERSPECTIVE



CONTEXT

RUNNING BOND FACE BRICK TO MATCH EXISTING "VINTAGE BROWN VELOUR" BY SIOUX CITY BRICK

PRE-FINISHED ALUMINUM OVERHEAD COILING DOOR TO MATCH EXISTING

PAINTED GUARD POST TO MATCH EXISTING

CAST-IN-PLACE CONCRETE SLAB AND FOUNDATION

BRICK VENEER CONTROL JOINT

PAINTED, GALVANIZED STEEL MONORAIL FRAME

FRP DOOR & FRAME WITH HALF GLASS

DOUBLE AND SINGLE BRICK SOLDIER COURSES

PRE-FINISHED ALUMINUM FRAMED WINDOW

PROPOSED NORTHWEST PERSPECTIVE



CLEAR ANODIZED ALUMINUM COPING TO MATCH EXISTING

RUNNING BOND FACE BRICK TO MATCH EXISTING "VINTAGE BROWN VELOUR" BY SIOUX CITY BRICK

BRICK VENEER CONTROL JOINT

PAINTED, GALVANIZED STEEL MONORAIL FRAME

PRE-FINISHED ALUMINUM FRAMED WINDOW

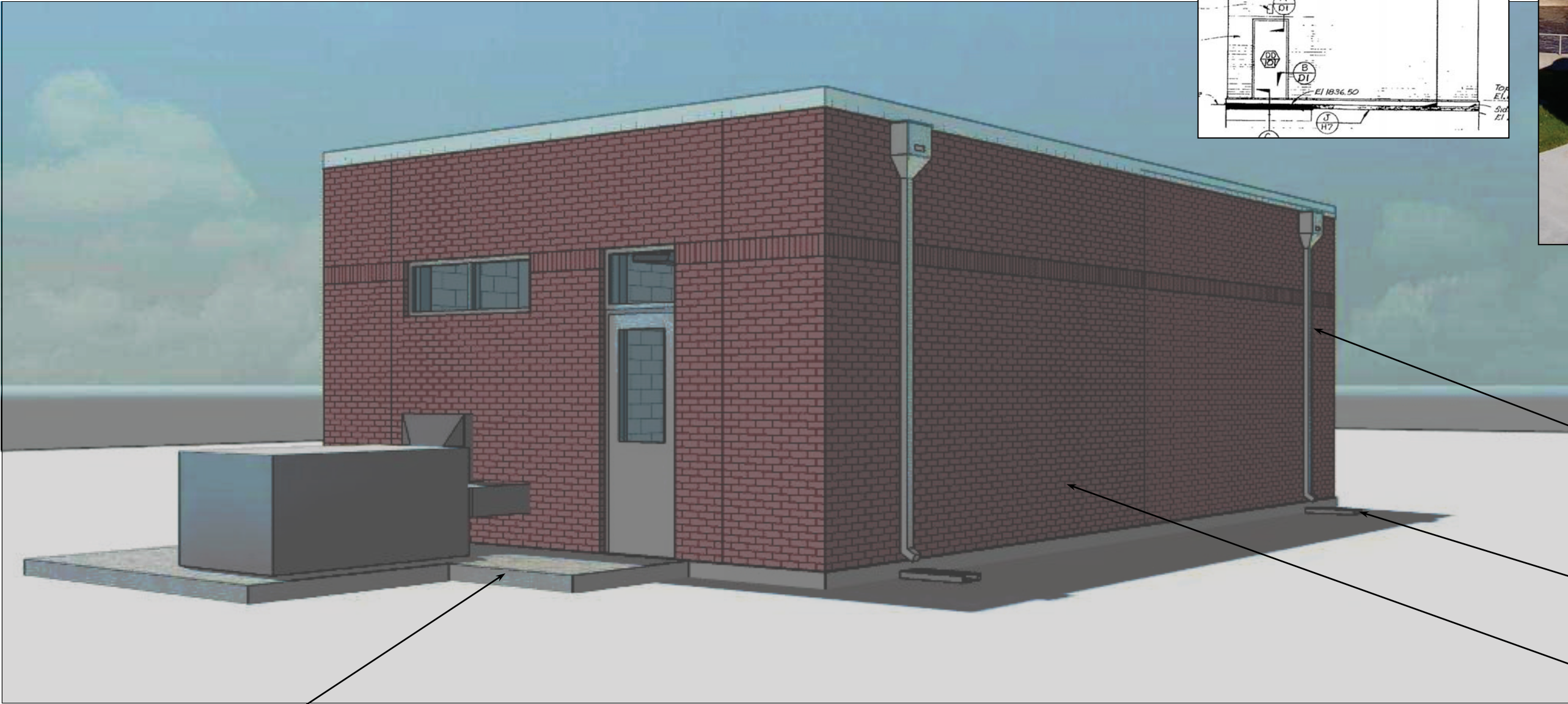
Raw Wastewater Pump Station (Building #26)

Grand Island WWTP - Headworks Improvements
Grand Island, Nebraska
October 2012



BLACK & VEATCH
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PROPOSED SOUTHEAST PERSPECTIVE



CAST-IN-PLACE CONCRETE
SLAB AND FOUNDATION



CONTEXT

PRE-FINISHED ALUMINUM
SCUPPER AND DOWNSPOUT
TO MATCH EXISTING

CONCRETE SPLASHBLOCK

RUNNING BOND FACE BRICK
TO MATCH EXISTING
"VINTAGE BROWN VELOUR"
BY SIOUX CITY BRICK

PROPOSED NORTHWEST PERSPECTIVE



FRP DOOR & FRAME
WITH HALF GLASS

CLEAR ANODIZED ALUMINUM
COPING TO MATCH EXISTING

VENEER CONTROL JOINT

Electrical Building (Building #28)

Grand Island WWTP - Headworks Improvements
Grand Island, Nebraska
October 2012



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RESOLUTION 2013-146

WHEREAS, On March 25, 2013 the City of Grand Island invited sealed bids for Construction of Headworks Improvements (Project WWTP-2013-1), according to plans and specifications on file with the Purchasing Division of the Legal Department; and

WHEREAS, On April 25, 2013 bids were received, opened and reviewed; and

WHEREAS, Garney Companies Inc. of Gardner, Kansas submitted a bid in accordance with the terms of the advertisement of bids, plans, and specifications and all other statutory requirements contained therein, such bid being in the amount of \$16,768,000 plus \$225,000 for the additive alternate bid for a total bid amount of \$16,993,000; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Garney Companies Inc. of Gardner, Kansas, in the amount of \$16,768,000 plus \$225,000 for the additive alternate bid for a total bid amount of \$16,993,000 for construction of Headworks Improvements (Project WWTP-2013-1) is hereby approved as the lowest responsible bid; and

BE IT FURTHER RESOLVED, that a contract agreement for such project, Headworks Improvements between the City of Grand Island and such Contractor, Garney Companies Inc. of Gardner, Kansas is entered into, and the Mayor is hereby authorized and directed to execute such contract agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 14, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item I-3

**#2013-147 - Consideration of Approving Bid Award for North
Interceptor - Phase I; Project No. 2012-S-6**

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: May 14, 2013

Subject: Approving Award for the Construction of Project No. 2012-S-6;
North Interceptor Phase I at the Wastewater Treatment Plant

Item #'s: I-3

Presenter(s): John Collins PE, Public Works Director
Terry Brown PE, Manager of Engineering Services
Marvin Strong PE, Wastewater Plant Engineer

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have jointly developed multi-year replacement planning stages for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged gravity sanitary sewer, reduce or eliminate current sewer pumping station(s), provide additional capacity for existing, and new growth areas of Grand Island.

The new North Interceptor gravity sewer interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Waste Water Treatment Plant.

A phased approach of constructing the North Interceptor was developed as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Discussion

The Wastewater Division of the Public Works Department advertised for bids for North Interceptor Phase I (Project 2012-S-6) on March 26, 2013 and opened bids on April 23, 2013.

Phase I Construction Highlights include:

- Installation of approximately 7,100 linear feet of 54-inch diameter sanitary sewer and associated manholes. Approximately 1,250 linear feet of the 7,100 linear feet will require removal and replacement of the City's existing 30-inch diameter sanitary sewer and manholes.
- Installation of approximately 850 linear feet of 42-inch sanitary sewer within a maximum of 66-inch diameter casing pipe. The casing pipe will be installed by microtunneling and will be for a 135 linear foot crossing at US Highway 30 and a 625 linear foot crossing at the Union Pacific Railroad tracks.
- Sliplining of approximately 3,860 linear feet 30-inch reinforced concrete host pipe with 24-inch diameter sanitary sewer.
- Sliplining of approximately 950 linear feet of 36-inch reinforced concrete host pipe with 24-inch diameter sanitary sewer.
- Installation of approximately 680 linear feet of 24-inch diameter sanitary sewer and associated manholes.

Sliplining is a rehabilitation technology completed by installing a smaller, "carrier pipe" into the larger existing pipe.

The Public Works Department, Wastewater Division, and the Purchasing Division of the City Attorney's Office have reviewed all bids received. Four (4) bids were received with base bids ranged from \$8,687,110 to \$13,741,545. The engineer's opinion of cost for the base bid was \$9,741,000. The alternatives varied in pricing between the individual bids.

Bid Summary Table

		Merrymen		S.J. Lewis	Super Excavators	Judds Bros.
Base Bid		\$ 8,687,110	\$	9,327,000	\$ 13,413,311	\$ 13,741,545
Alternatives						
A.	54" Interceptor Piping (FPRM) w/ FRP MH's	\$ 8,943,086	\$	9,446,095	\$ 13,418,056	No Bid
B.	54" Interceptor Piping (FPRM)	\$ 9,222,986	\$	9,644,795	\$ 13,728,266	No Bid

C.	54" & 60" Interceptor Piping (PVC)	\$	9,109,910	\$	9,769,340	\$	13,582,256	\$	No Bid
D.	54" & 60" Interceptor Piping Triple Wall (PPSP)	\$	9,208,715	\$	9,677,255	\$	13,608,526	\$	No Bid
E.	54" & 60" Interceptor Piping (FPRM)	\$	9,324,458	\$	9,811,120	\$	13,940,126	\$	13,910,665
F.	54" & 60" Interceptor Piping (FPRM) w/ FRP MH's	\$	9,044,558	\$	9,612,920	\$	13,458,501	\$	No Bid
G.	Sliplining Pipe FPRM to HDPE	\$	(242,475)	\$	(173,075)	\$	(49,450)	\$	No Bid

FRP - Fiberglass Reinforced Plastic

FRPM – Fiberglass Reinforced Polymer Mortar

PPSP – Polypropylene Sewer Pipe

HDPE – High Density Polyethylene

City staff and Engineer have discussed alternatives and are bringing forward the recommendation in:

Accepting Alternative A; replaces the base bid manhole and pipe materials of concrete and closed profile wall polyvinyl chloride (PVC), respectively, with fiberglass reinforced plastic (FRP) and fiberglass reinforced polymer mortar (FRPM), respectively.

Accepting Alternative G; replaces the base bid sliplining pipe material of fiberglass reinforced polymer mortar FRPM with high density polyethylene (HDPE).

Although polyvinyl chloride sewer pipe (PVCSP) pipe is an acceptable material for buried gravity sewer, we feel that utilizing fiberglass reinforced polymer mortar pipe (FRPM) will increase the project's success both during construction and in the long term, match the North Interceptor pipe materials, and provide better overall value to the City. The reasons for this include the following:

- Closed profile wall PVCSP pipe can become brittle in cold weather which can cause damage to the pipe during installation. FRPM does not have this issue.
- Long term deflection for the closed profile wall PVCSP pipe can be up to 7.5% versus 5.0% of FRPM. The greater the deflection, the more stress is on the pipe which can lead to lower design life. There is also a decrease in pipe capacity with greater deflection.
- The manholes that will be provided with the FRPM pipe will be fiberglass reinforced pipe (FRP), which is corrosion resistant. In addition, the manhole bases are fabricated FRPM 'tee base' pipe fittings. The combination of fittings, the FRPM pipe, and FRP

manholes makes this a completely corrosion resistant system resulting in a longer service life.

The result of accepting Alternative A, in the amount of \$8,943,086, and accepting the credit for Alternative G, in the amount \$(242,475) equates to a contractual award amount of \$8,700,611, which is a difference of \$13,501 than the base bid.

City Staff will conduct value engineering discussions with the contractor, identifying items that could potentially reduce the contractor's risk, contingency, and costs currently in the bidding documents. These discussions will be scheduled after bid award.

Alternatives

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

1. Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute a contractual agreement with Merryman Excavation, Inc. of Woodstock, Illinois for the construction of North Interceptor Phase I, Project 2012-S-6.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration, and design engineer, Black & Veatch recommend that the Council approve award of construction contract to build the North Interceptor Phase I, Project 2012-S-6 at the Wastewater Treatment Plant to Merryman Excavation, Inc. of Woodstock, Illinois.

Sample Motion

Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute a contractual agreement with Merryman Excavation, Inc. of Woodstock, Illinois for the construction of North Interceptor Phase I, Project 2012-S-6.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 23, 2013 at 2:00 p.m.

FOR: North Interceptor Phase I – Project 2012-S-6

DEPARTMENT: Public Works

ESTIMATE: \$9,741,000.00

FUND/ACCOUNT: 53030055-85213
53030055-53012

PUBLICATION DATE: March 26, 2013

NO. POTENTIAL BIDDERS: 5

SUMMARY

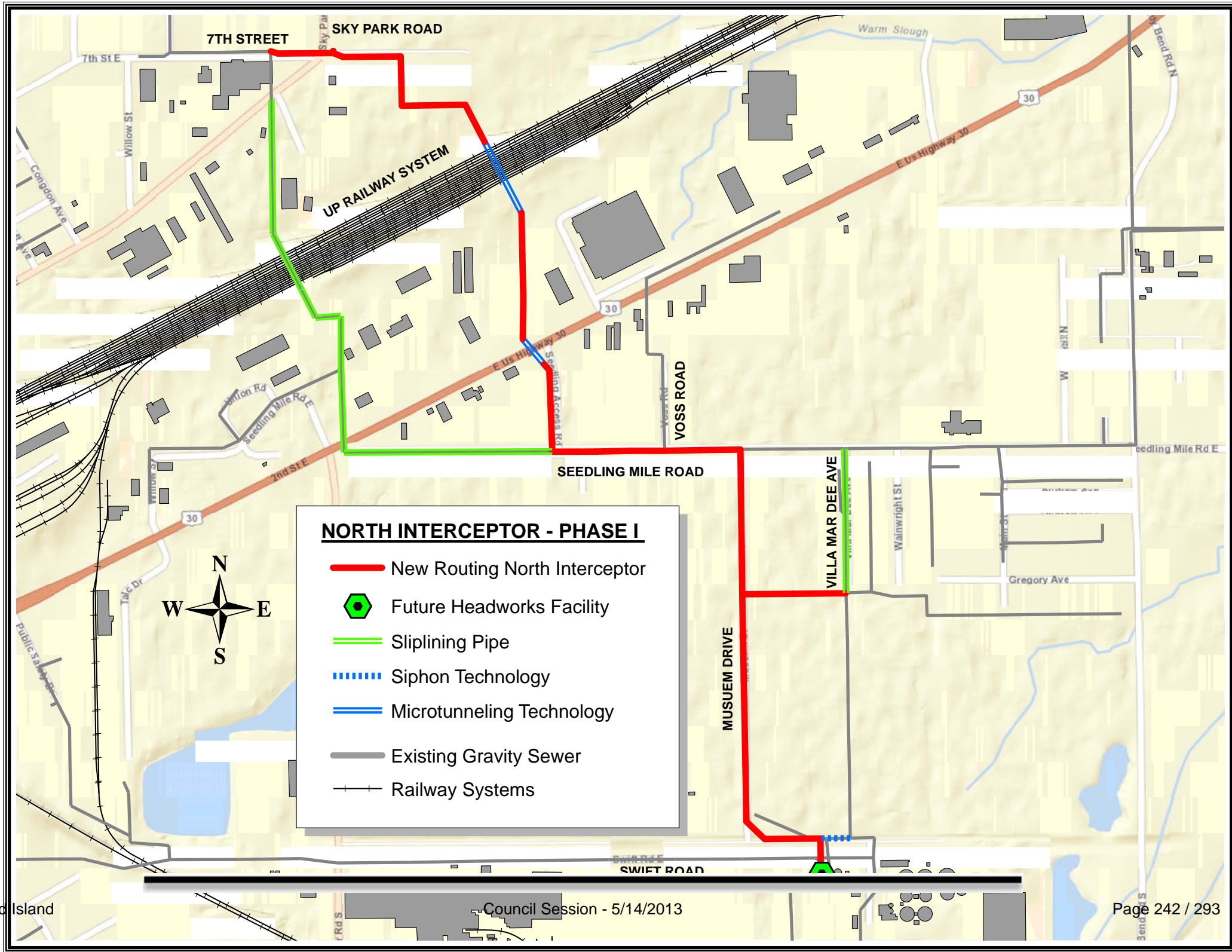
Bidder:	<u>Super Excavators, Inc.</u> Menomonee Falls, WI	<u>S.J. Louis Construction, Inc.</u> Rockville, MN
Bid Security:	Continental Casualty Co.	Liberty Mutual Ins. Co.
Exceptions:	None	None
Base Bid Price:	\$13,413,311.00	\$9,327,000.00
Alternative A:	\$13,418,056.00	\$9,761,095.00
Alternative B:	\$13,878,666.00	\$9,959,795.00
Alternative C:	\$13,582,256.00	\$9,769,340.00
Alternative D:	\$13,608,526.00	\$9,677,255.00
Alternative E:	\$13,940,126.00	\$9,811,120.00
Alternative F:	\$13,498,501.00	\$9,612,920.00
Alternative G:	\$ -49,450.00	\$ -173,075.00

Bidder:	<u>Judds Bros Construction Co.</u> Lincoln, NE	<u>Merryman Excavation, Inc.</u> Woodstock, IL
Bid Security:	International Fidelity Ins. Co.	Fidelity & Deposit Co.
Exceptions:	None	None
Base Bid Price:	\$13,741,545.00	\$8,687,110.00
Alternative A:	---	\$8,937,386.00
Alternative B:	---	\$9,222,986.00
Alternative C:	---	\$9,109,910.00
Alternative D:	---	\$9,208,715.00
Alternative E:	\$13,910,665.00	\$9,324,458.00
Alternative F:	---	\$9,044,558.00
Alternative G:		\$ -242,475.00








cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Terry Brown, Manager of Engineering

Catrina DeLosh, PW Admin. Assist.
Fred Tustin, Project Manager
James Strong, WWTP Engineer

P1637



NORTH INTERCEPTOR - PHASE I

-  New Routing North Interceptor
-  Future Headworks Facility
-  Sliplining Pipe
-  Siphon Technology
-  Microtunneling Technology
-  Existing Gravity Sewer
-  Railway Systems

RESOLUTION 2013-147

WHEREAS, On March 26, 2013 the City of Grand Island invited sealed bids for Construction of North Interceptor Phase I (Project 2012-S-1), according to plans and specifications on file with the Purchasing Division of the Legal Department; and

WHEREAS, On April 23, 2013 bids were received, opened and reviewed; and

WHEREAS, Merryman Excavation, Inc. of Woodstock, Illinois submitted a bid in accordance with the terms of the advertisement of bids, plans, and specifications and all other statutory requirements contained therein, such bid being in the amount of \$8,943,086 plus \$(242,475) for the deductive alternative for a total bid amount of \$8,700,611; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Merryman Excavation, Inc. of Woodstock, Illinois, in the amount of \$8,943,086 plus \$(242,475) for the deductive alternative for a total bid amount of \$8,700,611 for construction of North Interceptor Phase I (Project 2012-S-1) is hereby approved as the lowest responsible bid; and

BE IT FURTHER RESOLVED, which a contract agreement for such project, North Interceptor Phase I between the City of Grand Island and such Contractor, Merryman Excavation, Inc. of Woodstock, Illinois is entered into, and the Mayor is hereby authorized and directed to execute such contract agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 14, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item I-4

#2013-148 - Consideration of Approving Amendment No. 6 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: May 14, 2013

Subject: Approving Amendment No. 6 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Item #'s: I-4

Presenter(s): Terry Brown PE, Manager of Engineering Services

Background

On October 11, 2011 City Council approved, by Resolution No. 2011-307 in the amount of \$1,121,160.00, the initial agreement with Black & Veatch for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation.

On April 24, 2012 City Council approved, by Resolution No. 2012-111 Amendment No. 1, in the amount of \$1,910,075.00, to this agreement in continued design effort to finalize design and prepare bidding documents. Bidding documents in Amendment No. 1 included; Lift Station No. 7 Improvements, 4th to 5th Eddy to Vine, Northeast Interceptor Phase 1A, and 1B, South and West Collection System rehabilitation, and Wastewater Treatment Rehabilitation.

On August 28, 2012 City Council meeting Resolution No. 2012-229 was approved for Amendment No. 2, in the amount of \$53,000.00, to this agreement. This amendment added Community Development Block Grant (CDBG) guideline provisions, as well as provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation.

On November 13, 2012 City Council meeting Resolution No. 2012-329 was approved for Amendment No. 3, in the amount of \$265,754.00, to this agreement. This amendment added construction engineering services and resident inspection during construction for the 5th Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri.

On February 12, 2013 City Council meeting Resolution No. 2013-34 was approved for Amendment No. 4 in the amount of \$30,000 to this agreement. This amendment updated the Report on Revenue Requirements, Cost of Service and Rates for Wastewater completed in March 2011.

On February 12, 2013 City Council meeting Resolution No. 2013-35 was approved for Amendment No. 5 in the amount of \$451,896 to this agreement. This amendment provides preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer.

Discussion

With the approval of Amendment No. 6 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation", City staff in conjunction with consulting engineer; Black & Veatch, and sub-consultant; Olsson Associates; will conduct administrative, and field services in oversight to the conditions of the contract, North Interceptor - Phase I; Project 2012-S-6 as identified in specifications and plans.

Amendment No. 6 incorporates compensation for engineering services that were not specifically identified in the original design agreement. Additionally, add Consulting Engineering Construction Phase Services and Resident Inspection during Construction for North Interceptor – Phase I construction with the consulting firm Black & Veatch of Kansas City, Missouri.

Task Summary Table

<u>Task / Description</u>		
1.	Additional analysis in Service Area Build-out	\$ 16,059
2.	Easement acquisition assistance and preparation	\$ 26,626
3.	Combining Bidding Documents	\$ (20,398)
4.	Reroute Sewer at Highway 30	\$ 26,354
5.	Editing City Attorney comments design documents	\$ 17,683
6.	Construction Phase Services	\$ 485,355
7.	Resident Inspection During Construction	\$ 167,938
Total for Amendment No. 6, Engineering Services		\$ 719,617

The North Interceptor Phase I project construction will expand over the next eight (8) months. City staff, consulting, and resident services are estimated consuming 3,300 hours to administer, coordinate, and witness quality control in the construction.

The cost increase for Amendment No. 6 is \$719,617, resulting in a revised agreement of \$4,551,502.

Alternatives

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

1. Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute the Amendment No. 6 with Black & Veatch of Kansas City, Missouri for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation".
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 by resolution the authorization to execute the Amendment No. 6 with Black & Veatch of Kansas City, Missouri for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation".

Sample Motion

Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute Amendment No. 6 with Black & Veatch of Kansas City, Missouri for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation".

AMENDMENT NO. 6
TO AGREEMENT BETWEEN
CITY OF GRAND ISLAND
AND
BLACK & VEATCH CORPORATION
FOR PROFESSIONAL SERVICES
FOR
Consulting Engineering Services for the WWTP and Collection System Rehabilitation

THIS IS AN AMENDMENT made as of _____, 2013 to the agreement between City of Grand Island (OWNER) and Black & Veatch Corporation (ENGINEER) dated October 17, 2011, and entitled Consulting Engineering Services for the WWTP and Collection System Rehabilitation. OWNER and ENGINEER agree to amend such Agreement as follows:

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

The scope of services for this amendment includes the following services:

1. North Interceptor (7th Street to WWTP – Phase 1) – Construction Phase Services for the North Interceptor Phase 1 from 7th and Skypark Road to the WWTP.

The following tasks are included:

1. Task 2.1 – Wastewater Master Plan – Detailed Design Trends
2. Task 3.3 – North Interceptor Phase 1 (7th Street to WWTP) – Detailed Design Trends
3. Task 3.4 – Construction Phase Services - North Interceptor Phase 1 (7th Street to WWTP)
4. Task 3.5 – Resident Inspection During Construction - North Interceptor Phase 1 (7th Street to WWTP)

The Scope of Services as described in Attachment A – Scope of Services shall be amended to include the following:

Task 2.1 – Wastewater Master Plan – Detailed Design Trends

The detailed design scope and fee was included in Amendment 1 and was based on the project elements defined in Technical Memorandum #2. During preparation of the master plan the OWNER and ENGINEER agreed to modify the scope and include additional analysis to include the service area buildout scenario.

Task 3.3 – North Interceptor Phase 1 (7th Street to WWTP) – Detailed Design Trends

The detailed design scope and fee was included in Amendment 1 and was based on the project elements defined in the Design Memorandum (Technical Memorandum #3). During detailed design, OWNER and ENGINEER agreed to modify the scope and fee and include additional elements in the Contract Document. The changes or design trends include the following:

1. Easement Assistance and Preparation
2. Combining Phase 1A and 1B in one design and bidding package.

3. Additional Editing to Address Attorney Comments

Task 3.4 – Construction Phase Services – North Interceptor Phase 1 (7th Street to WWTP)

ENGINEER's services for these tasks are dependent on the construction Contractor's schedule and completion defined in the Contract Documents (City Project 2012-S-6). The scope of ENGINEER's work and compensation were developed based on the OWNER's intention to issue a Notice to Proceed to Contractor on or about June 1, 2013 followed by 8 months of construction. Including two (2) months for completion of conformed construction documents and project closeout activities, ENGINEER will provide project management administration services over a ten (10) month period. Any changes to this schedule may cause the OWNER or ENGINEER to request an adjustment to the compensation.

ENGINEER shall not have the authority or the responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incidental to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Specific services to be performed by the ENGINEER for construction administration are as follows:

- 3.4.1 Attend Pre-Construction Conference. At date and time selected by the City and at facilities provided by the City, conduct preconstruction conference. The ENGINEER shall prepare an agenda for the conference and record, prepare, and distribute minutes of the conference. The preconstruction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittal, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. Discussion regarding the Contractor's responsibilities for meeting and necessary requirements of the State and Federal Assurances and Requirements for the project included in the Contract Documents will be provided by the City's Contract Administrator.
- 3.4.2 Construction Staking and Alignment Survey Check. Establish field control points for Contractor to use in constructing the project. The points will be offset stakes at 50' intervals for the sanitary sewer line as well as offset stakes for manholes and structures. Incorporate limits of construction and easement area staking in critical boundary areas. Any re-staking of control points, benchmarks, and/or construction staking damaged or destroyed in the field shall be re-established at the expense of the Contractor. These activities will not relieve the Contractor of the Contractor's overall responsibility to perform the work in accordance with the Contract Documents. A final as-constructed survey will verify selected elevations and horizontal locations of information provided on the Contractor's record drawings.
- 3.4.3 Provide Construction Administration Services. Provide general administration services to facilitate the work by the Contractor are performed in general conformance with the Construction Documents. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction.

3.4.4 Attend and Conduct Bi-Monthly Construction Progress Meetings. Attend and conduct regularly scheduled construction progress meetings as required by the specifications. Engineer shall prepare agenda and record and distribute meeting minutes of each meeting. Meeting minutes shall include reviews and status of construction activities, construction schedule, requests for information, submittals, contract change requests, contract change orders, and budget reports. The anticipated progress meetings are a combination of monthly, bi-weekly, and some weekly meetings. The planned number of meetings are:

North Interceptor Phase 1 (7th Street to WWTP) - Twenty Four (24) meetings

3.4.5 Review Construction Schedule. Review and comments on the Contractor's initial and updated construction schedule(s) and advise City as to acceptability. Review and analyze Contractor's construction schedule(s), activity sequences, and construction procedures with regard to City's ability to keep existing facilities in operation.

3.4.6 Conduct Periodic Site Visits. Make periodic site visits to the construction site to observe progress of the work and consult with the City and Contractor concerning problems and/or progress of the work. Periodic site visits are based on a total of 34 visits in conjunction with the construction meetings including one site visit by the Rehab Specialist and one site visit by the Microtunneling Specialist.

3.4.7 Interpret Contract Documents. When requested by OWNER or Contractor, ENGINEER will interpret the Contract Documents. ENGINEER's responses to requests for clarification, interpretation, or information from the Contractor will be distributed by ENGINEER to OWNER and Contractor. ENGINEER will prepare and maintain a log of requests for clarifications, interpretations, and information. To establish basis for ENGINEER's compensation, up to forty (40) requests for clarification, interpretations, or information are budgeted to be reviewed and returned with a written response.

3.4.8 Assist in Evaluating and Preparing Change Orders. Investigate and process all necessary construction change orders (initiated by the Owner or Contractor) justifications and related changes to the contract documents as may be necessary. Negotiate with the Contractor to assist in obtaining a fair price for the work. Said negotiations will be subject to the approval of the City. Five (5) change orders are assumed for purposes of this scope of services.

3.4.9 Administer Change Orders. Review documentation and administer the processing of change orders, including applications for extensions of construction time. Documentation will be provided by Resident Project Representative and Contractor.

3.4.10 Review Monthly Contractor Pay Requests. Review and process the Contractor's monthly payment requests and forward them to the City for approval. Review will be for the purpose of making a full independent mathematical of the Contractor's payment request. Resident Project Representative will be responsible for reviewing and verifying the

quantities of work which are the basis of the payment request.

- 3.4.11 Review Contractor's Submittals. Review Contractor's submittals, shop drawings, and other data submitted by the Contractor as required by the construction contract documents. Review will be for general conformity to the construction contract drawings and specifications for the contract, and will not relieve the Contractor of any of his contractual responsibilities. Such review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- 3.4.12 Assist with Substantial Completion Inspection. Upon request for Substantial Completion, inspect the construction work for compliance with the Contract Documents and prepare a listing of those items to be completed or corrected before final completion of the contract. Submit results of the inspection to the City and Contractor.
- 3.4.13 Assist with Final Completion Inspection. Upon completion or correction of the items of work on the punch list, conduct final inspection to determine whether the work is complete. Provide written recommendations concerning final payment to the City including a list of items, if any, to be completed prior to the making of such payment.
- 3.4.14 Prepare Conformed Construction Record Documents. Upon completion of the project, revise the construction drawings to conform to the construction records. Conformed to construction record documents will be provided to the City in electronic PDF format and AutoCAD format.
- 3.4.15 Conduct Warranty Inspections. Conduct an inspection during the one-year warranty period at a date to be determined by the City to identify defects of the work that need to be addressed or corrected. As necessary, a formal request will be forwarded to the Contractor requesting corrective action.
- 3.4.16 Assist with Public Involvement. ENGINEER will arrange for and conduct an "open house" style public meeting to inform the public of the project and project timelines. This meeting will be held close to the pre-construction meeting of the project. The ENGINEER will also provide informational updates throughout the project (bi-weekly) for the CITY to post on the City's website and/or release to the press. A total of twenty six (26) bi-weekly updates are anticipated. Individual landowner meetings are also anticipated during the construction of the project. A total of thirteen (13) individual landowner meetings are anticipated.
- 3.4.17 Conduct Project Closeout. ENGINEER will review and file applicable documents required by the OWNER pertaining to the project and turn over required documents from the ENGINEER's RPR to the OWNER. ENGINEER will gather and consolidate its project files for long-term storage.
- 3.4.18 Site Conditions. Provide recorded site condition prior to construction, this will be redundant to contractors recorded preconstruction site conditions. The ENGINEER should carefully check the relevant site details and record them in writing, in sketches and in photos which will be compiled into a condition report. This report is supplied to the CITY and may have to be given to neighboring property owners if their property is affected by the construction.

Task 3.5 – Resident Observation Services During Construction – North Interceptor Phase 1 (7th Street to WWTP)

ENGINEER, through sub-consultant, shall furnish a Resident Project Representative(s) (RPR) under the project work plan for construction of the work for a cumulative total of the following man hours:

North Interceptor Phase 1 (7th Street to WWTP)-

1680 hours

The man hours are based on an estimated construction length of 35 weeks with an average of 48 hours per week of observation time (one full time person plus some part time observation). Time for meetings, reports, testing, and project close-out items are in addition to the above listed hours.

The RPR will observe the Contractor's work and perform the services listed below. The RPR shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the ENGINEER. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have the sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the RPR are as follows:

3.5.1 Site Observations and Liaison with OWNER and Contractor. Conduct onsite observations for the work being performed, of the general progress of the work to assist ENGINEER and City in determining if the work is proceeding in accordance with the construction contract documents. Observe pertinent site conditions when Contractor(s) maintain that differing subsurface and physical conditions have been encountered, and document actual site conditions.

Working principally through City's representative, assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER's clarifications and interpretations of the construction contract documents to the City's representative. When Contractor's operations affect City's onsite operations, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the work. Advise ENGINEER and City's representative or its Public Works Engineer immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been previously reviewed and accepted by the ENGINEER. Monitor changes of apparent integrity of the site resulting from construction related activities. Assist in coordinating and scheduling of utility activities to minimize conflicts with City's activities. Coordinate onsite materials and other field testing services during construction. Provide copies of tests performed and results to ENGINEER and City for review and information.

3.5.2 Meetings, Reports, and Documents Review and Maintenance. Attend the preconstruction conference. Attend bi-monthly progress meetings, and other meetings with the City and the Contractor when necessary, to review and discuss construction

procedures and progress scheduling, consulting management procedures, and other matters concerning the project. Submit to ENGINEER and City daily/weekly construction progress reports containing a summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems, hours the Contractor worked on site, construction equipment on the jobsite, observed weather conditions, and observed delays and potential causes. Report to ENGINEER and City regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment and advise ENGINEER whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval. Review applications for payment with Contractor for compliance with the established procedure for their submission, and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. Maintain a daily diary or log book of events at the jobsite. Provide a copy of the daily diary to ENGINEER and City upon completion of the project.

3.5.3 Observe Contractor's Field Tests. Observe and document field tests of equipment, soils compaction, concrete, structures, and systems including but not limited to; lamping, air, testing, exfiltration, and mandrel testing; and review the resulting reports, commenting to ENGINEER, as appropriate. Report to ENGINEER, giving opinions and suggestions based on the Resident Project Representative's observations regarding the defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts. Visually inspect materials, equipment, and supplies delivered to the worksite. Recommend to the ENGINEER the rejection of materials, equipment, and supplies, which do not conform to the construction contract documents.

3.5.4 Provide Geotechnical/Testing Services. Coordinate field soils and concrete testing as required or requested by the ENGINEER and City. Based on the estimate of the required number of tests, the following scope of test services is anticipated:

North Interceptor (7 th Street to WWTP)	
Backfill field density tests -	505 tests
Concrete sets of cylinder casts and tests -	25 sets and tests
Standard Proctor and Atterberg limit tests -	12 tests
Sieves (Pipe Bedding Material) -	6 tests

Plus supervision, data review, and reports.

3.5.5 Provide Completion/Inspections. Assist ENGINEER and City in Certification of Substantial Completion. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Assist ENGINEER and City in conducting a final inspection in the company of City and Contractor, and prepare a final list of items to be completed or corrected. Verify that all items on the final list have been completed or corrected and make recommendations to ENGINEER and City for determining final acceptance.

3.5.6. Isolation / By-Passing / Discharging / Street Closing. The RPR shall not authorize any Wastewater Utility systems isolation, by-passing, or discharging. The City's Owner Representative shall be notified of the requirement to isolate, by-pass, or discharge. The RPR shall assist in forty-eight (48) hour notification of a required street closing reporting to the city's Owner Representative.

ARTICLE 4 – COMPENSATION

4.1 The total amount of payments for services and Reimbursable Expenses in accordance with Attachment B-1, Compensation shall be changed from \$3,831,885 (per Council Resolution 2011-307 dated October 11, 2011) to \$4,551,502 representing an increase of \$719,617. The compensation by Task shall be as follows:

1. Task 2.1 – Wastewater Master Plan – Detailed Design Trends \$16,059
2. Task 3.3 – North Interceptor Phase 1 (7th to WWTP) – Detailed Design Trends \$50,265
3. Task 3.4 – Construction Phase Services – North Interceptor Phase 1 (7th to WWTP) \$485,365
4. Task 3.5 – Resident Inspection During Construction – North Interceptor Phase 1 (7th to WWTP) \$167,938

All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF GRAND ISLAND, NEBRASKA

BLACK & VEATCH CORPORATION

By: _____

By: _____

Title: Jay Vavricek, Mayor

Title: Associate Vice President

Date: _____

Date: _____

Attest: _____

Date: _____

RaNae Edwards, City Clerk

The Amendment is in due form according to law and is hereby approved.

Date: _____

Bob Sivick, City Attorney

RESOLUTION 2013-148

WHEREAS, on October 11, 2012 Grand Island City Council, by Resolution No. 2011-307, approved the consulting agreement with Black & Veatch of Kansas City, Missouri; for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation in the amount of \$1,121,160.00, and

WHEREAS, on April 24, 2012 Grand Island City Council, by Resolution No. 2012-111, approved Amendment No. 1 allowed for the continuation of the design effort to final design and bidding, in the amount of \$1,910,075.00; and

WHEREAS, on August 28, 2012 Grand Island City Council, by Resolution No. 2012-229, approved Amendment No. 2 to add CDBG guideline provisions, and provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation, in the amount of \$53,000; and

WHEREAS, on November 13, 2012 Grand Island City Council, by Resolution No. 2012-329, approved Amendment No. 3 allowed for construction engineering services and resident inspection during construction for the 5th Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri, in the amount of \$265,754.00; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-34, approved Amendment No. 4 allowed for the review to the "Report on Revenue Requirements, Cost of Service and Rates for Wastewater", in the amount of \$30,000.00; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-35, approved Amendment No. 5 allowed preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer with the consulting firm Black & Veatch of Kansas City, Missouri, in the amount of \$451,896; and

WHEREAS, Amendment No. 6 will provide fee compensation in engineering services that were not specifically identified in the original design agreement entitled "Wastewater Treatment Plant and Collection System Rehabilitation"; and

WHEREAS, Amendment No. 6 will provide Consulting Engineering Construction Phase Services, and Resident Inspection During Construction for Phase I; North Interceptor Sewer Construction with the consulting firm Black & Veatch of Kansas City, Missouri; and

WHEREAS, the agreement cost increase for Amendment No. 6 is \$719,617, resulting in a revised agreement cost of \$4,551,502; and

Approved as to Form	☐ _____
May 14, 2013	☐ City Attorney

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such Amendment No. 6 to the agreement with Black & Veatch of Kansas City, Missouri is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 6 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item I-5

#2013-149 - Consideration of Approving Amendment No. 7 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: May 14, 2013

Subject: Approving Amendment No. 7 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Item #'s: I-5

Presenter(s): Terry Brown PE, Manager of Engineering Services

Background

On October 11, 2011 City Council approved, by Resolution No. 2011-307 in the amount of \$1,121,160.00, the initial agreement with Black & Veatch for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation.

On April 24, 2012 City Council approved, by Resolution No. 2012-111 Amendment No. 1, in the amount of \$1,910,075.00, to this agreement in continued design effort to finalize design and prepare bidding documents. Bidding documents in Amendment No. 1 included; Lift Station No. 7 Improvements, 4th to 5th Eddy to Vine, Northeast Interceptor Phase 1A, and 1B, South and West Collection System rehabilitation, and Wastewater Treatment Rehabilitation.

On August 28, 2012 City Council meeting Resolution No. 2012-229 was approved for Amendment No. 2, in the amount of \$53,000.00, to this agreement. This amendment added Community Development Block Grant (CDBG) guideline provisions, as well as provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation.

On November 13, 2012 City Council meeting Resolution No. 2012-329 was approved for Amendment No. 3, in the amount of \$265,754.00, to this agreement. This amendment added construction engineering services and resident inspection during construction for the 5th Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri.

On February 12, 2013 City Council meeting Resolution No. 2013-34 was approved for Amendment No. 4 in the amount of \$30,000 to this agreement. This amendment updated the Report on Revenue Requirements, Cost of Service and Rates for Wastewater completed in March 2011.

On February 12, 2013 City Council meeting Resolution No. 2013-35 was approved for Amendment No. 5 in the amount of \$451,896 to this agreement. This amendment provides preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer.

On May 14, 2013 City Council meeting Resolution No. 2013-148 was approved for Amendment No. 6 in the amount of \$719,617 to this agreement. This amendment allowed fee compensation for engineering services that were not specifically identified in the original design agreement. Consulting Engineering Construction Phase Services, and Resident Inspection During Construction for Phase I; North Interceptor Sewer Construction with the consulting firm Black & Veatch of Kansas City, Missouri.

Discussion

With the approval of Amendment No. 7 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation", City staff in conjunction with consulting engineer; Black & Veatch, and sub-consultant; Olsson Associates; will conduct administrative, and field services in oversight to the conditions of the contract, Headworks Improvements; Project WWTP-2013-1 as identified in specifications and plans.

Amendment No. 7 incorporates fee compensation for engineering services that were not specifically identified in the original design agreement. Consulting Engineering Construction Phase Services, Resident Inspection during Construction and Integration Services for Headworks Improvement Construction with the consulting firm Black & Veatch of Kansas City, Missouri.

Task Summary Table

<u>Task / Description</u>		
1. Dewatering Impacts to Nearby Lakes	\$	6,321
2. Pipe Bid Alternatives	\$	3,416
3. JBS Flow Meter / Sampler Building	\$	29,885
4. Filtrate & Drain Discharge Options	\$	1,339
5. Septage Receiving Area	\$	16,515
6. Add Basement in Electrical Building	\$	5,347
7. Wetwell Walkways and Guardrail	\$	6,608

8. Editing City Attorney comments design documents	\$	2,819
9. Construction Phase Services	\$	1,125,800
10. Resident Inspection During Construction	\$	559,600
11. SCADA Integration Services	\$	120,800
Total for Amendment No. 7, Engineering Services	\$	1,878,450

The Headworks Improvement project construction will expand over the next twenty four (24) months. City staff, consulting, and resident services are estimated consuming 9,000 hours to administer, coordinate, and witness quality control in the construction.

The cost increase for Amendment No. 7 is \$1,878,450, resulting in a revised agreement of \$6,429,952.

Alternatives

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

1. Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute the Amendment No. 7 with Black & Veatch of Kansas City, Missouri for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation".
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 by resolution the authorization to execute the Amendment No. 7 with Black & Veatch of Kansas City, Missouri for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation".

Sample Motion

Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute Amendment No. 7 with Black & Veatch of Kansas City, Missouri for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation".

AMENDMENT NO. 7
TO AGREEMENT BETWEEN
CITY OF GRAND ISLAND
AND
BLACK & VEATCH CORPORATION
FOR PROFESSIONAL SERVICES
FOR

Consulting Engineering Services for the WWTP and Collection System Rehabilitation

THIS IS AN AMENDMENT made as of _____, 2013 to the agreement between City of Grand Island (OWNER) and Black & Veatch Corporation (ENGINEER) dated October 17, 2011, and entitled Consulting Engineering Services for the WWTP and Collection System Rehabilitation. OWNER and ENGINEER agree to amend such Agreement as follows:

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

The scope of services for this amendment includes the following:

1. **Task 5.2 - WWTP Headworks Improvements** – Detailed Design Trends
2. **Task 5.3 - WWTP Headworks Improvements** – Bidding Phase Services (No changes from Amendment No. 1)
3. **Task 5.4 - WWTP Headworks Improvements** – Construction Phase Office and Field Support Services
4. **Task 5.5 - WWTP Headworks Improvements** - Resident Project Representative and Testing Services
5. **Task 5.6 - WWTP Headworks Improvements** - SCADA System Integration Services

The Scope of Services as described in Attachment A – Scope of Services shall be amended to include the following:

Task 5.2 – WWTP Headworks Improvements – Detailed Design Trends

The detailed design scope and fee for the WWTP Headworks Improvements was included in Amendment No. 1 and was based on the project elements defined in the Design Memorandum (Technical Memorandum #10). During detailed design, OWNER and ENGINEER agreed to modify the scope and include additional elements in the Contract Documents. The changes or design trends include the following:

1. D.1 - Dewatering Impacts to Nearby Lakes. Due to the flow rate and duration required to dewater the pump station area, nearby lakes will be impacted. Of most concern are the residential lakes located east of the plant. At the OWNER's request, a dewatering impact report was prepared to determine the approximate lake drawdown elevations, a survey of the existing lake elevations was performed, and which lakes had existing wells. The

information was used to develop an action plan which included, requiring the Contractor to divert a portion of the flow from the dewatering efforts to Greer lake. If other lakes are impacted, OWNER pay utility costs for operating existing wells and drill new wells.

2. D.2 - ADS Polypropylene Pipe (Bid Alternative). OWNER requested that polypropylene pipe manufactured by Advanced Drainage Systems, Inc. be included as a bid alternative for the interceptors. The pipe has only been used for approximately three (3) years for sanitary sewer applications, but no installations by ENGINEER-designed projects. Effort was expended confirming the pipe is suitable for this project, preparing a technical specification, and preparing bid alternative language.
3. D.3 - JBS Meter and Sampler Building. OWNER requested that a new vault be designed to house a meter and valves to divert pre-treated wastewater from JBS to the new South Interceptor and a new building to house sampler (provided by OWNER). ENGINEER's efforts also involved evaluation of installing a pre-fabricated concrete building or constructing a masonry building (similar to the other new buildings).
4. D.4 - Filtrate and Plant Drain Water Discharge Options (Round 2). Discharge locations for filtrate, plant drain and grit equipment overflow water were evaluated during preliminary design. OWNER approved that water from these sources will be directed to the new pump station via gravity lines. At the 60% design review meeting, OWNER wanted to re-visit discharge of the filtrate and plant drain waters to the new flow distribution structure. After additional review and discussion, OWNER confirmed the initial decision.
5. D.5 - Septage Receiving Area. The scope of the septage receiving area expanded from its preliminary design concept to include new two concrete entrances with automatic gates, concrete drives, intercom, and lighting.
6. D.6 – Electrical Building Basement. The preliminary design concept involved housing the screening and electrical equipment in the same masonry structure, but in separate rooms. It was agreed to construct a separate building to house the electrical equipment; however, OWNER requested that a basement be provided to access the equipment from below and allow the use of wire gutter with access hatch, ladder, and sump pump. The additional structural, electrical, and plumbing design effort associated with the basement was not originally anticipated.
7. D.7 – Wetwell Walkways. OWNER requested that hatches, concrete walkways, and guardrail be added to each wetwell to facilitate access and cleaning.
8. D.8 – OWNER Legal Comments on Technical Specifications (Divisions 2 – 16). OWNER legal comments on the technical specifications were editorial in nature, but were incorporated to be consistent with the OWNER legal comments that were incorporated in the front-end documents (Divisions 0 and 1).

Tasks 5.4, 5.5, and 5.6 – WWTP Headworks Improvements – Construction Phase Office and Field Support Services, Resident Project Representative and Testing Services, and SCADA System Integration Services

ENGINEER's services for these tasks are dependent on the construction Contractor's schedule and completion defined in the Contract Documents (City Project WWTP-2013-1). The scope of ENGINEER's work and compensation were developed based on the OWNER's intention to issue a Notice to Proceed to Contractor on or about June 10, 2013 followed by twenty four (24) months of construction. The following intermediate construction schedule milestone and Contract Times are anticipated:

1. All work is substantially complete for automatic operation through The new Raw Wastewater Pump Station, Grit Facility, and Flow Distribution Structure Intermediate Construction Milestone is complete by January 11, 2015 (580 calendar days)
2. All work is substantially complete for automatic operation through all new facilities, including demolition of the aerated grit basins to allow new piping connections to the primary clarifiers and electrical power and controls to the new Flow Distribution Structure, by March 12, 2015 (640 calendar days).
3. Final completion of all work by June 10, 2015 (730 calendar days).

Including three (3) months for completion of conformed construction documents and project closeout activities, ENGINEER will provide project management administration services over a twenty seven (27) month period. Any changes to this schedule may cause the OWNER or ENGINEER to request an adjustment to the compensation.

Neither ENGINEER's authority or responsibility under any provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws or Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. ENGINEER shall not be responsible for the failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents. If the ENGINEER determines the documents are incomplete, contain errors or omissions, or do not comply with the Contract Documents, it will notify the OWNER in writing of the deficiencies.

Through a subcontract to ENGINEER, Olsson Associates (hereinafter referred to as the ENGINEER's Consultant), will assist with office and field support services and be primarily responsible for providing resident project representative (RPR) services and testing services. In addition, ENGINEER's Consultant through a subcontract to Dakota Hogback Automation, Inc. (hereinafter referred to as the SCADA System Integrator) will provide Supervisory Control and Data Acquisition (SCADA) System programming and configuration services.

ENGINEER will consult with OWNER and act as OWNER's representative as provided in the Contract Documents. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the Contract Documents shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through the RPR, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in the Contract Documents, except as otherwise provided in writing.

Specific services to be performed by ENGINEER are described below.

Task 5.4 – WWTP Headworks Improvements – Construction Phase Office and Field Support Services

ENGINEER will have primary responsibility for the office and field support services and the ENGINEER's Consultant will assist where required or requested. The services are broken down into the following sub-tasks:

- 5.4.1. Administration Services. ENGINEER will provide project management administration services over a twenty seven (27) month period to successfully complete the WWTP Headworks Improvements project, including: project correspondence with the OWNER and consultation with OWNER's staff; supervision and coordination of its services; scheduling and assignment of personnel resources; continuous monitoring of work progress; monthly progress reporting with invoice for work performed, and; project closeout.
- 5.4.2. Attend Preconstruction Conference. ENGINEER will conduct a preconstruction conference with the OWNER and Contractor. ENGINEER will prepare an agenda, conduct the preconstruction conference and prepare and distribute meeting minutes. The conference will include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing of payment applications, critical work sequencing and requirements, change orders, record documents, the Contractor's responsibilities for safety and first aid, and other administrative items.

- 5.4.3. Review Contractor's Construction Schedules. ENGINEER will conduct a preconstruction scheduling conference with the Contractor and OWNER to review the requirements for cost-loaded schedules and schedule configuration. ENGINEER will receive, review, and comment on the Contractor's initial proposed construction progress schedule and monthly updated schedules and advise OWNER as to their acceptability. ENGINEER's review will be for general conformity of the construction schedule to the requirements for scheduling defined in the Contract Documents, to determine if the Contractor's construction schedule, activity sequence, and construction procedures include construction sequencing and any special conditions specified in the Contract Documents. ENGINEER will summarize its review comments related to each schedule submittal and submit them to the OWNER for its consideration, input, and acceptance. Review comments acceptable to OWNER will be transmitted to Contractor by ENGINEER. To establish the basis for ENGINEER's compensation, up to two (2) initial schedule submittals and twenty three (23) monthly schedule updates are budgeted to be reviewed.
- 5.4.4. Review Shop Drawings and Data Submittals. ENGINEER will review electronic submittals of shop drawings and data posted to the Project website by the Contractor. ENGINEER's review will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the information given in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.

ENGINEER's review of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called ENGINEER's attention to each such variation at the time of submission as required by the Contract Documents and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated into or accompanying the shop drawing or sample approval; nor will any approval by ENGINEER relieve Contractor from responsibility for complying with the requirements of the Contract Documents.

ENGINEER will establish the Project website and provide instructions for posting and retrieving submittals after award of the Contract. ENGINEER will post its review comments on the Project website and Contractor will be responsible for downloading the comments and producing hard copies of the comments and submittals for distribution to OWNER, ENGINEER, and the RPR as specified in the Contract Documents. ENGINEER will prepare and maintain a submittals log.

As part of this task, ENGINEER will prepare a schedule of finishes that includes the colors and finishes selected for both manufactured products and for surfaces to be field painted or finished. ENGINEER will coordinate colors and finishes with OWNER. ENGINEER will furnish the schedule to Contractor within thirty (30) days after the date of acceptance of the last color or finish sample.

To establish basis for ENGINEER's compensation, up to two hundred and ten (210) shop drawings and data submittals are budgeted to be reviewed. OWNER will seek reimbursement from Contractor for additional submittal reviews performed by ENGINEER as outlined in the Contract Documents.

- 5.4.5. Review Equipment Manufacturer Operation and Maintenance Manuals. ENGINEER will review electronic and final operation and maintenance (O&M) manuals developed by equipment manufacturers. Contractor will post electronic versions of the preliminary manuals on the Project website. ENGINEER's review will be for general conformance to the O&M manual development requirements specified (including the items noted below) and for applicability to the equipment items actually installed.

- Equipment function, normal operating characteristics, and limiting conditions.
- Assembly, installation, alignment, adjustment, and checking instructions.
- Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
- Lubrication and maintenance instructions.
- Guide to troubleshooting.
- Parts list and predicted life of parts subject to wear.
- Outline, cross-sections, assembly drawings, engineering data, and wiring diagrams.
- Test data and performance curves, where applicable.
- Completed equipment record forms.
- Indexing and labeling.
- Electronic files comply with the requirements in the Contract Documents.

ENGINEER will post its review comments on the Project website. Contractor will be responsible for downloading the comments and producing final electronic copies on CD-ROM and final hard copies in three-ring binders for distribution to OWNER and ENGINEER as specified in the Contract Documents.

To establish basis for ENGINEER's compensation, a combined total of up to fifty five (55) electronic and final O&M manuals are budgeted to be reviewed.

- 5.4.6. Attend Monthly Progress Meetings. ENGINEER, ENGINEER's Consultant, and RPR will attend monthly progress meetings. The Contractor will be responsible for developing and distributing the meeting minutes. Items such as schedule slippage, coordination problems, quality of work, pending change orders, outstanding shop drawings, utility coordination, and progress schedules will be discussed. To establish basis for ENGINEER's compensation, up to twenty three (23) progress meetings are budgeted with the OWNER and Contractor on-site. This includes two (2) personnel from ENGINEER's Kansas City office and one (1) person from ENGINEER's Consultant's Grand Island office for all meetings and up to fifteen (15) meetings for the ENGINEER's Consultant's Electrical Engineer and up to six (6) meetings for the ENGINEER's Consultant's Instrumentation & Controls Engineer based in Lincoln.

- 5.4.7. Review Contractor's Monthly Applications for Payment. ENGINEER and RPR will receive and review the Contractor's monthly payment requests by observing the work completed in compliance with the Contract Documents and stored materials on-site each month. ENGINEER's review will be for the purpose of verifying the quantities of work completed and amount of stored materials which are the basis of the payment requests and perform a math check. RPR will examine Contractor's construction record drawing markups as a condition of payment. ENGINEER will forward comments and recommendations for payment of items on the monthly payment request to the OWNER's Project Manager noting particularly their relation to the cost-loaded schedule values, work completed, and material and equipment delivered at the site, but applications.
- 5.4.8. Conduct Periodic Site Visits. ENGINEER and ENGINEER's Consultant's personnel based in Kansas City, Lincoln and Grand Island with areas of responsibility including civil/sitework, mechanical building, mechanical process, electrical, instrumentation and control will make periodic site visits to attend coordination meetings, review construction issues and to observe the progress and quality of the work to determine if the completed work is in compliance with the Contract Documents. ENGINEER will report to OWNER's Project Manager any work that is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment. ENGINEER will advise OWNER whether any portion of the work should be corrected or rejected, should be uncovered for observation, or requires special testing, inspection, or approval. To establish basis for ENGINEER's compensation, up to twenty two (22) one-day visits to the plant by the individual engineering disciplines are budgeted as follows:

<u>Discipline</u>	<u>No. of Trips</u>
Lead Civil Engineer	Four (4)
Lead Mechanical Engineers, Building or Process	Three (3)
Lead Structural Engineer	One (1)
Lead Electrical Engineer	Eight (8)
Lead Instrumentation & Controls Engineer	Six (6)

The above engineering personnel are located in the Kansas City and Lincoln offices. Up to fifty (50) two-hour site visits for civil/sitework engineers in the Grand Island office are budgeted. Additional visits by instrumentation & control engineers for the SCADA System Integration may be required as outlined in Task 5.6.

- 5.4.9. Interpret Contract Documents. When requested by OWNER or Contractor, ENGINEER will interpret the Contract Documents. ENGINEER's responses to requests for clarification, interpretation, or information from the Contractor will be distributed by ENGINEER to OWNER and Contractor. ENGINEER will prepare and maintain a log of requests for clarifications, interpretations, and information. To establish basis for ENGINEER's compensation, up to sixty (60) requests for clarifications, interpretations, or information are budgeted to be reviewed and returned with a written response.
- 5.4.10. Substitutions and Or Equals. ENGINEER will review and recommend the acceptance, or rejection, of material or equipment items submitted by Contractor for substitution or equal to a named item specified in the contract documents to the OWNER. To establish basis for ENGINEER's compensation, up to four (4) requests for substitutions and up to eight (8) requests for equivalent materials or equipment are budgeted to be reviewed.

- 5.4.11. Prepare Field Orders and Change Order Requests. ENGINEER will assist OWNER in developing field orders and change order requests to describe additions, deletions, or revisions in the Work ordered by OWNER. Change order requests will be used to respond to differing or unforeseen subsurface or physical conditions under which the work is to be performed, or to emergencies. ENGINEER will assist with determining a fair price for each change and evaluating the potential impact of each change on the Contractor's construction schedule. ENGINEER will prepare and maintain a change order log. Each change request will be incorporated into a subsequently issued change order following negotiation by ENGINEER on OWNER's behalf with Contractor as to each change's effect, if any, on the Contract Price or Contract Times, for approval of the OWNER. To establish basis for ENGINEER's compensation up to sixteen (16) field orders and twenty (20) change order requests are budgeted to be developed and reviewed with Contractor. ENGINEER will prepare and recommend change orders covering changes in the work and changes in the Contract Price or Contract Times.
- 5.4.12. Assist in Evaluating Change Order Requests. ENGINEER will assist OWNER in evaluating change order requests submitted by the Contractor. ENGINEER will evaluate the construction cost and schedule impact of each change order request. ENGINEER will assist with determining a fair price for the work and evaluating the potential impact of each change order request on the Contractor's construction schedule. ENGINEER will review change order requests and cost proposals prepared by the Contractor for the contemplated work. The ENGINEER will prepare a written recommendation stating the reason for each change order request and recommended action by OWNER. The ENGINEER will negotiate change order requests with Contractor on OWNER's behalf for approval of the OWNER prior to Contractor's start of work defined in each change order request. If the OWNER determines that Contractor must competitively bid certain subcontractor work covered under a change order request, ENGINEER will review bids of the Contractor and provide a written recommendation of those bids to the OWNER. To establish basis for ENGINEER's compensation, up to ten (10) change order requests are budgeted to be evaluated. ENGINEER will prepare and recommend change orders covering changes in the work and changes in the Contract price or Contract Times.
- 5.4.13. Assist in Evaluating Claims. When requested by OWNER, ENGINEER will assist in evaluating claims relating to the acceptability of the construction or the interpretation of the requirements of the construction contract documents. To establish basis for ENGINEER's compensation a total of up to three (3) claims are budgeted to be evaluated by ENGINEER. Services related to unusually complex or unusually numerous claims will be provided as a Supplemental Service.
- 5.4.14. Assist with Inspections at the Intermediate Construction Milestone. Upon Contractor's written notification to OWNER of substantial completion of the new Raw Wastewater Pump Station, Grit Facility, and Flow Distribution Structure Intermediate Milestone, ENGINEER and OWNER will inspect the work to determine its status. ENGINEER will provide the results of the inspection to OWNER and Contractor in the form of a written punch list of items to be completed or corrected by Contractor. RPR will be responsible for observing and verifying the completion of the Work on the punch list by Contractor. ENGINEER will prepare and deliver to OWNER, a Certificate of Substantial Completion when it determines this specific part of the work to be substantially complete and ready for its intended use by OWNER.

5.4.15. Assist with Inspection at Substantial Completion. When Contractor considers the work to be substantially complete, ENGINEER and OWNER will inspect the work to determine the status of completion. ENGINEER will provide the results of the inspection to OWNER and Contractor in the form of a written punch list of the items to be completed or corrected by Contractor before final payment. The RPR will be responsible for observing and verifying the completion of the Work on the punch list by Contractor. ENGINEER will prepare and deliver to OWNER, a Certificate of Substantial Completion when it determines the Work to be substantially complete.

5.4.16. Assist with Inspection at Final Completion. Upon completion and/or correction of the items of work on the punch list by the Contractor, ENGINEER, OWNER, and Contractor will conduct a single final inspection to determine if the work is completed. ENGINEER will provide recommendations concerning final payment to OWNER, including a list of work items, if any, to be completed by Contractor prior to making such payment. ENGINEER will review the Final Application for Payment submitted by Contractor and accompanying documentation as required by the Contract Documents and provide comments to the OWNER.

5.4.17. Prepare Facility Operations Manual. ENGINEER and its operations specialists will prepare an Operations Manual, in a format similar to the OWNER's current manual, for each of the new systems: influent screening, influent pumping, grit removal, flow distribution, odor control, non-potable water system, and engine-generator. The following topics will be included in the Operations Manual for each of these systems:

- System Description. Operator-centric description of the system or process with the objective of 'connecting' the upstream & downstream processes specific to the system. This section will include a description of the 'normal operating mode' as provided by the design memorandum and/or design instrumentation and controls descriptions.
- Process Control Description. Operator-centric descriptions of the process control variables for the system, including key performance indicators and normal valve operating positions. A table and/or figures defining the 'normal' flow path will be provided.
- Control Description. Equipment controls discussion for the operator.
- Design Criteria. Tables of design criteria for the system components.
- Normal Operation. A listing of the system's normal operation procedures with block diagrams of normal start-up and shutdown procedures.
- Alternate Operation. Discussion of alternate operation, if applicable to the system.

ENGINEER will provide two (2) preliminary copies of the Operations Manual to OWNER for review. ENGINEER will update the preliminary manual after the commissioning and operational acceptance testing and submit two (2) electronic copies in Word format and two (2) hard copies to OWNER.

5.4.18. Provide Startup and Commissioning Assistance. ENGINEER will work with OWNER and Contractor during startup, commissioning, and operations acceptance testing of the new systems. ENGINEER will provide a Lead Operations Specialist and/or Lead Civil Engineer to facilitate the activities and work directly with the OWNER's O&M staff and Contractor's

Startup Manager. To establish basis for ENGINEER's compensation, up to ten (10) days of commissioning services will be provided on-site. As part of the on-site activities, the Lead Civil Engineer or the Lead Operations Specialist will verify the functional acceptance testing of the equipment components and systems to confirm the equipment's capacity for sustained commissioning.

As part of the shop drawings review task, ENGINEER will review the startup and commissioning schedules and plans required by the Startup Requirements section of the Contract Documents.

- 5.4.19. Provide Training Sessions. ENGINEER and the Lead Operations Specialist will develop and conduct system training sessions for the OWNER's O&M staff. The training sessions will focus on the system design and control concepts for influent screening, pumping, grit removal, flow distribution, and odor control. These sessions will supplement the equipment manufacturer's training required by the Contract Documents. Utilizing the AURA method (Awareness, Understanding, Retention and Application), training material will include, but not be limited to, the following:

- Session hand-outs.
- Large blow-ups defining concepts, laminated for continual usage by the O&M staff.
- PowerPoint presentation on CDs, for continual usage by the O&M staff.

Training will be performed in two separate trips with one or more topics per trip. The topics for each trip will be coordinated with the needs of the OWNER's O&M staff.

- 5.4.20. Contractor's Completion Documents. ENGINEER will receive, review, and transmit to OWNER final operation and maintenance manuals, as-built construction schedule, guarantees, warranties, bonds, consent of the surety for final payment, affidavits or lien waivers, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests, approvals, shop drawings, samples, annotated record documents, and other data provided above, or which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

- 5.4.21. Construction Record Drawings. Upon substantial completion of the project and the Contractor's submittal of record drawing markups to the OWNER, ENGINEER will revise the construction contract drawings to conform to the construction records provided by Contractor and the ENGINEER's RPR. ENGINEER will submit to the OWNER two (2) sets of full-size record construction drawings, and three (3) sets of half-size prints of the construction record drawings. In addition, the record drawings will be provided on a CD as PDF images and in AutoCAD format.

- 5.4.22. Project Closeout. ENGINEER will review and file applicable documents required by the OWNER pertaining to the project and turn over required documents from the ENGINEER's RPR to the OWNER. ENGINEER will gather and consolidate its project files for long-term record storage.

5.4.23. Assist with Correction Period Inspections. Conduct an inspection during the correction period (two years, if bid alternative is selected by OWNER) to identify defects of the work that need to be addressed or corrected before the correction period expires. As necessary, ENGINEER will forward a formal request to the Contractor requesting corrective action. To establish a basis for compensation, one (1) one-day site visit for two (2) engineers from the Kansas City office, two (2) engineers from the Lincoln office, and one (1) engineer from the Grand Island office is budgeted. In addition, eighty (80) hours of engineering time is included to answer questions by OWNER during the correction period.

Task 5.5 – WWTP Headworks Improvements – Resident Project Representative and Testing Services

ENGINEER's Consultant will have primary responsibility for these services. The services are broken down into the following sub-tasks:

- Task 5.5.1. Resident Project Representative (RPR) services during construction, including: site observation and liaison with OWNER and Contractor; outside liaison for public or other agencies visiting the site, and; meeting attendance, report preparation, and document review and maintenance.
- Task 5.5.2. Geotechnical observation of the construction within the former sludge lagoon area as recommended in the final Report of Geotechnical Exploration dated November 21, 2012.
- Task 5.5.3. Field and laboratory materials testing to be provided by OWNER as outlined in the Contract Documents.
- Task 5.5.4. Special inspections of certain work elements as required by the International Building Code.

RPR shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the ENGINEER. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. Contractor shall have the sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

To supplement field observation and inspections by RPR:

- ENGINEER assistance and oversight of RPR will be provided prior to and during critical construction activities and electrical work. A resident specializing in electrical inspection from ENGINEER will assist the RPR. A senior resident from ENGINEER will also be utilized to provide periodic "onsite training" and guidance to RPR for concrete reinforcing and placement, mass concrete, process equipment installation, mechanical building and process systems, and other areas of need.
- Qualified personnel to perform the structural special inspections required by the International Building Code (IBC) for soils and foundations, concrete construction, masonry construction, and welding/steel construction (refer to Task 5.5.4 for additional information).
- Periodic site visits will be conducted by lead discipline engineers (see Task 5.4.8).

- A materials testing coordinator from ENGINEER's Consultant to oversee the laboratory testing program and review reports.
- An assistant RPR will be assigned when the primary RPR is not available due to vacation, training, or other reason.
- RPR or his assistant to be onsite full-time when the Contractor or a subcontractor is performing work.

To facilitate communications between RPR, OWNER, and Contractor, weekly meetings will be encouraged to coordinate and discuss upcoming work and testing activities, critical issues/resolutions, action items from previous week, delivery schedules, inspection issues, and planned equipment startup and training schedules. In addition, coordination or pre-construction meetings will be held with Contractor, subcontractor personnel and manufacturer field representatives, required by the Contract Documents and when deemed necessary by ENGINEER or RPR, to review detailed requirements, proposed methods, and related items (e.g., lining system).

Following approval of this amendment, an inspections and quality assurance plan will be prepared and reviewed with OWNER. Elements of the plan will include:

- RPR responsibilities
- Roles & responsibilities of designated inspectors
- Onsite communication procedures
- Pre-construction/coordination meetings required
- Forms and reports to be used
- Inspection procedures
- Pre-startup and equipment startup inspections required
- Quality assurance plan

As outlined in the Contract Documents, Contractor will provide a suitable field office at the site for use by the RPR. Contractor will pay all electricity and heating bills and will provide voice and data services. RPR will furnish his own laptop computer and printer/scanner/copier.

The sub-tasks are described in more detail below.

5.5.1. Resident Project Representative (RPR) Services During Construction. ENGINEER's Consultant will furnish a full-time RPR from Notice to Proceed to Substantial Completion (21 months) and a part-time RPR from Substantial Completion to Final Completion (3 months) for a cumulative total of 4,266 hours. The hours are based on an average of 45 hours per week for 92 weeks of full-time observation and 24 hours per week for 12 weeks of part-time observation. Additional budget is provided for the following:

- Second part-time RPR when needed during peak construction and critical work activities. A budget of 513 hours is included for a second RPR to be provided by ENGINEER. The hours are based on an average of 45 hours per week for 12 weeks.
- Preparation of daily reports, photograph documentation, punch lists, and other paperwork; documentation of unit price work, and; additional work hours for equipment tests, systems startups and testing, piping tie-ins, bypass pumping, and

other activities required by the work. A budget of 736 hours is included for the RPR or technician from the ENGINEER's Consultant. The hours are based on an average of 8 hours per week for 92 weeks.

The above hours have been discounted for holidays and anticipated non-work days, but not for weather days.

Specific services to be performed by the RPR are as follows:

1. Site Observations and Liaison with OWNER and Contractor.

- a. Conduct onsite observations of the general progress of the work to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents.
- b. Serve as ENGINEER's liaison with the Contractor, working principally through the Contractor's superintendent, and assist ENGINEER in providing interpretation of the Contract Documents. Transmit ENGINEER's clarifications and interpretations of the Contract Documents to the Contractor.
- c. Assist ENGINEER in serving as OWNER's liaison with the Contractor when the Contractor's operations affect OWNER's on-site operation.
- d. As requested by ENGINEER, assist in obtaining from OWNER additional details or information when required at the site for proper execution of the work.
- e. Report to ENGINEER, giving opinions and suggestions based on RPR observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts. Advise ENGINEER and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been reviewed and approved by ENGINEER.
- f. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
- g. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions will be performed as Supplemental Services.
- h. Visually inspect materials, equipment, and supplies delivered to the work site. Reject materials, equipment, and supplies that do not conform to the construction contract documents.
- i. Schedule and coordinate field materials testing services (Task 5.5.3).
- j. Observe field tests of equipment, structures, and piping performed by Contractor or its subcontractors and review the resulting reports, commenting to ENGINEER as appropriate.

2. Outside Liaison. When requested by OWNER, accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors, and the results of the inspections, and report to ENGINEER and OWNER.

3. Meetings, Reports, and Document Review and Maintenance.

- a. Attend monthly progress meetings, and other meetings with OWNER and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures, and other matters concerning the project.
- b. Submit to ENGINEER, with an e-mail copy to the OWNER's project manager, a daily report of events at the site, including the following information:
 - i. Hours the Contractor worked on the jobsite.
 - ii. Contractor and subcontractor personnel on the jobsite.
 - iii. Construction equipment on the jobsite.
 - iv. Observed delays and potential causes.
 - v. Weather conditions.
 - vi. Data relative to claims for extras or deductions.
 - vii. Daily construction activities and condition of the work.
 - viii. Daily sign-off of quantities of work completed for unit price items.
 - ix. Observations pertaining to the progress of the work and materials received on the jobsite.
 - x. Construction issues, and resolutions or proposed resolutions to issues.
- c. Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work, in general, is proceeding in accordance with the Contract Documents, including but limited to, the following:
 - i. Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, defective, or does not conform to the Contract Documents.
 - ii. Report to ENGINEER whenever RPR believes that any work does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment.
 - iii. Advise ENGINEER when RPR believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- d. Verify that equipment tests, and systems startups and operations and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof, observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.
- e. Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward them with recommendations to ENGINEER noting particularly their relation to the work completed, and materials and equipment delivered at the site but not incorporated into the work.
- f. Immediately notify ENGINEER and OWNER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, or damage to property by fire or other causes.

- g. Record date of samples that are furnished at the site by the Contractor, and notify ENGINEER of their availability for examination. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
- h. During the course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- i. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- j. Maintain a marked set of drawings and specifications at the jobsite reflecting all changes resulting from: requests for clarification, interpretation, or information; field orders; change order requests; other changes in the field, and; data provided by Contractor. These changes will be combined with information maintained by Contractor, and construction record drawings will be produced by ENGINEER as outlined in Task 5.4.21.
- k. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents submitted by the Contractor. RPR's review of such certificates will be for the purpose of determining that content complies with and the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with legal requirements.
- l. Maintain the following documents at the site.
 - i. Correspondence files.
 - ii. Reports of job-site conferences, meetings, and discussions among the ENGINEER, OWNER, and Contractor.
 - iii. Approved shop drawing submittals and samples.
 - iv. Reproductions of original construction contract documents.
 - v. Addenda.
 - vi. Executed field orders, change order authorizations, and change orders.
 - vii. Additional drawings issued subsequent to execution of the Contract Documents.
 - viii. Progress reports.
 - ix. Names, addresses, and telephone numbers of contractors, subcontractors, and major suppliers of materials and equipment.
 - x. Daily and unit price work quantity reports or force account documents.
- m. Participate in observation of the work at the Intermediate Construction Milestone, assist in the determination of Milestone Completion, and the preparation of a list of

items to be completed or corrected by Contractor. Observe and verify the completion of the Work on the punch list.

- n. Participate in observation of the work to determine Substantial Completion, assist in the determination of Substantial Completion, and the preparation of lists of items to be completed or corrected. Observe and verify the completion of the Work on the punch list.
- o. Participate in a Final Completion inspection, in the company of ENGINEER, OWNER, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- p. Observe whether all items on the final punch list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the written notice of acceptability of the work.

5.5.2. Geotechnical Observation. Observe existing sub-grade conditions in areas of the existing sludge storage lagoon, identify potential sub-grade deficiencies, and provide recommendations to address the sub-grade deficiencies using the unit price items identified in the Contract Documents, or other means if necessary. This task includes up to three (3) site visits by ENGINEER's Consultant's geotechnical engineer. Additional site visits will be a Supplemental Service.

5.5.3. Materials Testing Services. Provide laboratory and field testing services to perform all inspections, tests, and acceptance of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials prior to their acceptance. Based on an estimate of the required number of tests, the following scope of testing services is anticipated:

Moisture-density or relative density	10 tests
Field density tests	1,070 tests
Concrete sets of cylinder casts and tests	130 sets and tests
Controlled low strength material (CLSM) sets of cylinders and tests	10 sets and tests
Mortar cube sets of casts and tests	45 sets and tests
Grout prism sets of casts and tests	45 sets and tests
Standard Proctor and Atterberg limit tests	32 tests
Sieves (pipe bedding material)	10 tests

Field testing of concrete, including air content, temperature, and slump, will also be performed. Field testing of CLSM, including flow of fill, unit weight and yield, and air content, will also be performed. All data will be reviewed and reports furnished to ENGINEER and OWNER. RPR will coordinate and schedule the testing services as part of Task 5.5.1 and technicians from the Grand Island office of the ENGINEER's Consultant will perform the testing. In addition, ENGINEER's Consultant will be responsible for tracking the concrete compressive strength results in an Excel spreadsheet.

5.5.4. Special Inspections and Structural Testing. Special inspections are those required by the International Building Code (IBC) in Chapter 17, in addition to inspections listed in Section 110 of the IBC. These inspections require special expertise to ensure independent, objective

compliance by Contractor responsible for the work inspected in accordance with the Contract Documents and referenced standards for the materials, installation, fabrication, erection, or placement of components and connections. ENGINEER will provide a Statement of Special Inspections for review by the building code official and to obtain approval of inspection staff. It will outline the type, extent, and frequency for each special inspection and structural test and the required qualifications of the special inspectors. The special inspections include:

- Soils and foundation construction.
- Cast-in-place concrete and precast concrete construction.
- Masonry construction.
- Structural steel construction and welding.

A final version of the document incorporating comments from the building code official will be provided with copy to OWNER. Based on preliminary discussions with the building code official, the RPR would be qualified to provide the concrete and masonry special inspections under the guidance of structural engineer provided by ENGINEER's Consultant. Certified welding inspectors employed by the ENGINEER's Consultant would also be utilized. Structural testing of soils, concrete cylinders, and masonry prisms are included in Task 5.5.3. ENGINEER's Consultant will maintain files of inspections and testing results and prepare, review, and seal reports of special inspections and furnish them to the building official with copies to ENGINEER and OWNER.

Task 5.6 – WWTP Headworks Improvements – SCADA System Integration Services

The SCADA System Integrator will have primary responsibility for this task and will include control system programming and configuration services as defined by the Contract Documents. The ENGINEER's Consultant will provide administration and oversight of the work to ensure the intent and requirements of the Contract Documents are achieved. The work will involve:

- Allen Bradley RSLogix PLC programming and FactoryTalk View SE Version 5.10.00 HMI Graphics to control the new Raw Wastewater Pump Station, new Grit Facility, new Flow Distribution Structure, and associated processes according to the control block descriptions listed in the Contract Documents for the WWTP Improvements Project. Program changes will also be made to decommission the old raw wastewater pump station and grit facility from PLC code and HMI graphics, alarming, trending, and reporting. Start-up and checkout services described herein shall apply to the above described configuration services.
- Integration of package control system graphics into Plant HMI graphics, alarming, and trending.
- Configuration of Contractor-supplied Ethernet Switches in RTU-16, RTU-17, RTU-01, and Septage Receiving Control Panel.

The services will include the following sub-tasks.

5.6.1. Programming.

1. Programming Kick-off Meeting. A kick-off meeting will be held to introduce project team members from the OWNER and ENGINEER's Consultant and to provide a clear

statement of project goals and critical success factors. The SCADA System Integrator will conduct the meeting, and prepare and distribute meeting minutes. The kick-off meeting will be one (1) half-day meeting. The following topics will be covered at the project kick-off meeting:

- a. Basic Scope of Services
 - b. Schedule and Deliverables
 - c. Project Team Roles and Responsibilities
 - d. Communication and Contact Information
 - e. OWNER Review Periods for Intermediate Deliverables
 - f. Existing Documentation and Software Availability
 - g. Change of Scope Procedures
 - h. Configuration Items
 - i. Existing RSView HMI Standards and Conventions
 - ii. Existing PLC Standards and Conventions
 - iii. Trends
 - iv. Alarm Prioritizing and Area Assignments
 - v. Reporting
2. Standards and Conventions Confirmation Meeting. The existing Plant Control System Standards and Conventions will be reviewed. Immediately following the kick-off meeting, a half-day meeting at the OWNER's facility will be held to review the existing standards and conventions including the following principal items:
- a. Tag Names. Tag Names for database points will be an alphanumeric format.
 - b. Graphic Display Conventions. Methods for equipment operation and display will be standardized to ensure that Operator steps required to monitor and control equipment are consistent with the OWNER's current operation, including navigation buttons, control graphics, pop-up displays, and alarm summary. The type, color, and size of devices and flow lines and the presentation of other information on graphic displays will be reviewed to ensure similar appearance for similar applications. Colors for dynamic information, static information, trends, and Alarm/Event displays will also be reviewed to follow the OWNER's existing procedures.
 - c. Control Standards. Methods for equipment operation will be standardized to ensure that Operator steps required to control equipment are consistent throughout the control system.
 - d. Package systems. Integration of graphics, alarming, trending, and reporting.
 - e. Report Formats. Existing report formatting will be reviewed to establish how new reports integrate into existing system.
- OWNER will provide any existing documentation, preferably in electronic format, to the SCADA System Integrator for inclusion in the final document. The SCADA System Integrator will conduct the meeting and prepare and distribute meeting minutes.
3. Develop 30% PLC & HMI Programming Documents. The SCADA System Integrator will develop the 30% programming documents based on the Control System Standards and

Conventions Confirmation Meeting, the equipment control descriptions and I/O list provided in the Contract Documents. The 30% programming documents will include the following:

- a. PLC programming code with detailed programming information for:
 - i. Typical modulating valve/gate
 - ii. Typical open/close valve
 - iii. Typical equipment start/stop
- b. Operator Workstation overview graphic displays color printout.
- c. Example control graphic displays color printout.
- d. Navigation Menu color printout.

The SCADA System Integrator will provide the 30% programming documents to the OWNER for review. After approximately a two (2) week review period, the SCADA System Integrator will meet with the OWNER to review the 30% programming and obtain comments. One (1) one-day workshop will be conducted at the OWNER's facility allowing review and comment on the PLC programming and HMI graphics.

4. Develop 90% PLC Programs and HMI Graphics. After 30% programming has been developed and reviewed by OWNER, the SCADA System Integrator will proceed with 90% PLC programming and HMI graphics development according to the control block descriptions listed in the Contract Documents.

One (1) one-day workshop will be conducted at the OWNER's facility allowing review and comment on the PLC programming and HMI graphics. During the workshop, the SCADA System Integrator will present the PLC code and HMI graphics and respond to OWNER comments.

5. Develop 100% Final PLC & HMI Programming. SCADA System Integrator will incorporate the necessary modifications and develop the 100% PLC programming and HMI graphics.

5.6.2. System Inspection and Testing.

1. SCADA Equipment Factory Acceptance Test (FAT) Witnessing. ENGINEER's Consultant and SCADA System Integrator will attend and witness the FAT of Raw Wastewater RTU-16 and Grit Facility RTU-17. ENGINEER's Consultant and SCADA System Integrator will verify and witness individual I/O testing and operation of control system communications and ability to transfer data. SCADA System Integrator will prepare a memorandum summarizing the results of the FAT. This task includes laborcosts for a two (2)-day site visit to the Contractor's facility for ENGINEER's Consultant and SCADA System Integrator. As specified in the Contract Documents, Contractor will furnish all air and ground transportation, lodging, miscellaneous travel expenses, and meals for one representative of the SCADA System Integrator, one representative of the ENGINEER's Consultant, and three representatives of the OWNER, five (5) total people. HMI Graphics cannot be simulated at the FAT test due to equipment and software being in service at the WWTP.

2. Pre-Site Acceptance Testing Verification. Prior to on-site Acceptance Testing or Configuration Debugging by Contractor, ENGINEER's Consultant and/or SCADA System Integrator will complete the following tasks to ensure Contractor's work is in compliance with the Contract Documents.
 - a. Field Calibration Report Review. Prior to on-site system testing, review Contractor's instrument field calibration reports to ensure all calibration work is completed and coordinated with PLC programming. This task includes up to eight (8) hours of report review by ENGINEER's Consultant.
 - b. Manufacturer Services Coordination. Verify with Contractor that all equipment installation and manufacturer startup services have been provided prior to testing and startup of the control system. This task includes up to eight (8) hours of coordination by ENGINEER's Consultant.
 - c. Verify Control System Installation. After Contractor has completed fiber optic, Ethernet, and other control system communication installation and testing, verify control system equipment installation, networking, and communications are fully operational per the Contract Documents. SCADA System Integrator will prepare a statement of deficiency for Contractor for any control system installation problems or communication errors. This task includes up to sixteen (16) hours of on-site inspections for the verification of the control system by SCADA System Integrator.
 - d. Equipment and Instrument Installation Verifications. Witness the Contractor perform instrumentation field inspections as described in Section 13500 of the Contract Documents. Testing will verify discrete and analog wiring and signal continuity from field equipment and instruments to the PLC memory addresses. This task includes up to one (1) four-day and one (1) two-day site trips for witnessing PLC loop checkout and wiring verification by SCADA System Integrator.
3. Functional and Operational Acceptance Test Witnessing. SCADA System Integrator will witness the Contractor's functional and operational acceptance tests in accordance with the Contract Documents. This task includes up to one (1) day for ENGINEER's Consultant and up to five (5) days for SCADA System Integrator at the OWNER's facility.

As stated in the Contract Documents, Contractor is required to reimburse OWNER and ENGINEER for all expenses incurred in connection with attending repeated factory or site testing necessitated by system failure or inadequate preparation.

5.6.3. Commissioning.

1. Install and Debug PLC and HMI Programming. After Contractor has completed functional acceptance testing on-site and verified that all equipment operates satisfactorily in the local manual mode, SCADA System Integrator will install the PLC and HMI programming and debug the PLC and HMI programs. PLC/HMI programming will be tested in manual and auto mode. If signals from field equipment or other PLCs are not available, the signals will be simulated as required to verify proper operation of the PLC algorithm.

If deficiencies in the Contractor's work are found during the PLC I/O verification or PLC program debugging, SCADA System Integrator will provide a statement of deficiency to Contractor.

The total effort for debugging and startup of the PLC programs is dependent on the Contractor's satisfactory completion of work and schedule. The Install and Debug PLC Programming task includes up to two (2) five-day site visits for the SCADA System Integrator during normal business hours. ENGINEER will notify OWNER of significant changes in Contractor's schedule or completion of work that will adversely impact the anticipated amount of SCADA System Integrator's PLC programming startup efforts.

2. System Testing. After verification of control system installation, ENGINEER's Consultant and SCADA System Integrator will test communication between the PLC, HMI hardware, and instrumentation. System testing will be undertaken for the various process systems verify functional requirements, including the automatic modes and PLC interlocks.

ENGINEER's Consultant and SCADA System Integrator will conduct system testing on configuration as described in Section 13500 of the Contract Documents. The startup of the PLC & HMI programs required by the system test is dependent on the Contractor's start-up schedule and satisfactory completion of work. The System Testing task assumes system testing will be continuous and includes one (1) one-day site visit during normal business hours for ENGINEER's Consultant and one (1) five-day site visit during for SCADA System Integrator. ENGINEER will notify OWNER of significant changes in the Contractor's schedule or completion of work that will adversely impact the amount of amount of SCADA System Integrator's and ENGINEER's Consultant's system testing efforts.

3. Configuration Punch List. Contractor will monitor the control system during system testing and will keep a log of any problems that occur during the tests. Entries in the log will be categorized as items to be corrected by Contractor or programming items to be corrected by SCADA System Integrator. OWNER acceptance of the completed punch list, for items included in the configuration scope of work, will indicate final acceptance of the SCADA System Integration Services.

5.6.4. Final Documentation and Training

1. Final Documentation. After the system is fully operational and accepted by OWNER, SCADA System Integrator will deliver final documentation. Electronic copies will be provided on CD/DVD media. The table below lists the quantities and type of documentation to be provided to the OWNER:

Documentation Type	Hard Copy	Electronic Copy
PLC Programs	None	Four (4) electronic copies will be provided for all data and included in Final Documentation three-ring binders.
HMI Software Database	None	
Graphic Displays	None	

2. Control System Training. SCADA System Integrator will provide training conducted in three (3) two-hour sessions for OWNER's operation staff. Each of the three (3) sessions

will be a duplicate training class intended to accommodate OWNER's staff schedules. Training outlines will be prepared and hands-on interaction with OWNER staff will be emphasized. The control system documentation will be utilized for training. Customized, detailed O&M manuals or Standard Operating Procedures (SOPs) are not included in this task, but may be provided as a Supplemental Service.

- 5.6.5 Correction Period Assistance and Integration Enhancement. Correct any programming, integration and configuration items identified by OWNER or ENGINEER during the correction period inspection. Modify or enhance the control system based on direction provided by the OWNER. To establish a basis for compensation, one (1) one-day site visit for SCADA System Integrator is assumed.

ARTICLE 4 – COMPENSATION

4.1 The total amount of payments for services and Reimbursable Expenses in accordance with Attachment B-1, Compensation shall be changed from \$1,121,160 (per Council Resolution 2011-307 dated October 11, 2011) to \$1,878,450 representing an increase of \$1,878,450. The compensation by Task shall be as follows:

- | | |
|---|-------------|
| 1. Task 5.2 – WWTP Headworks Improvements – Detailed Design Trends | \$72,250 |
| 2. Task 5.4 – WWTP Improvements - Construction Phase Office
and Field Support Services | \$1,125,800 |
| 3. Task 5.5 – WWTP Improvements - Resident Project Representative
and Testing Services | \$559,600 |
| 4. Task 5.6 – WWTP Improvements - SCADA System Integration | \$120,800 |

All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF GRAND ISLAND, NEBRASKA

BLACK & VEATCH CORPORATION

By: _____

By: _____

Title: Jay Vavricek, Mayor

Title: Associate Vice President

Date: _____

Date: _____

Attest: _____

Date: _____

RaNae Edwards, City Clerk

The Amendment is in due form according to law and is hereby approved.

Date: _____

Bob Sivick, City Attorney

RESOLUTION 2013-149

WHEREAS, on October 11, 2012 Grand Island City Council, by Resolution No. 2011-307, approved the consulting agreement with Black & Veatch of Kansas City, Missouri; for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation in the amount of \$1,121,160.00; and

WHEREAS, on April 24, 2012 Grand Island City Council, by Resolution No. 2012-111, approved Amendment No. 1 allowed for the continuation of the design effort to final design and bidding, in the amount of \$1,910,075.00; and

WHEREAS, on August 28, 2012 Grand Island City Council, by Resolution No. 2012-229, approved Amendment No. 2 to add CDBG guideline provisions, and provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation, in the amount of \$53,000; and

WHEREAS, on November 13, 2012 Grand Island City Council, by Resolution No. 2012-329, approved Amendment No. 3 allowed for construction engineering services and resident inspection during construction for the 5th Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri, in the amount of \$265,754.00; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-34, approved Amendment No. 4 allowed for the review to the "Report on Revenue Requirements, Cost of Service and Rates for Wastewater", in the amount of \$30,000; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-35, approved Amendment No. 5 allowed preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer with the consulting firm Black & Veatch of Kansas City, Missouri in the amount of \$451,896; and

WHEREAS, on May 14, 2013 Grand Island City Council, by Resolution No. 2013-147, approved Amendment No. 6 allowed fee compensation in engineering services that were not specifically identified in the original design agreement entitled "Wastewater Treatment Plant and Collection System Rehabilitation, in the amount of \$66,324; and

WHEREAS, on May 14, 2013 Grand Island City Council, by Resolution No. 2013-147, approved Amendment No. 6 allowed Consulting Engineering Construction Phase Services, and Resident Inspection During Construction for Phase I; North Interceptor Sewer Construction with the consulting firm Black & Veatch of Kansas City, in the amount of \$653,293; and

WHEREAS, Amendment No. 7 will provide fee compensation in engineering services that were not specifically identified in the original design agreement entitled

Approved as to Form	☐ _____
May 14, 2013	☐ City Attorney

"Wastewater Treatment Plant and Collection System Rehabilitation"; and

WHEREAS, Amendment No. 7 will provide Consulting Engineering Construction Phase Services, Resident Inspection During Construction, and Integration Services for Headworks Improvements Construction with the consulting firm Black & Veatch of Kansas City, Missouri; and

WHEREAS, the agreement cost increase for Amendment No. 7 is \$1,878,450, resulting in a revised agreement cost of \$6,429,952; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such Amendment No. 7 to the agreement with Black & Veatch of Kansas City, Missouri is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 7 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item I-6

#2013-150 - Consideration of Declaration of Intent to Issue Bonds for Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements

Staff Contact: John Collins PE, Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: May 14, 2013

Subject: Declaration of Intent to Issue Bonds for Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements

Item #'s: I-6

Presenter(s): John Collins P.E., Public Works Director
Marvin Strong P.E., Wastewater Plant Engineer

Background

Public Works Engineering Staff and Wastewater Staff have been working with Black and Veatch and Olsson Associations to development and implement a 5 Year Wastewater Capital Improvement Plan for the City of Grand Island based on the following:

- The comprehensive plan in CH2M Hill's "Wastewater Collection and Treatment Systems Comprehensive Plan Update"
- Black and Veatch's "Wastewater Treatment Plant and Collection System Improvements – Draft Technical Memorandum #2 Hydraulic Model Validation and Analysis"
- Wastewater Projects intended to accommodate growth

Examples of Wastewater Projects included in the 5 Year Wastewater Capital Improvement Plan are:

- Plant – Headworks
- Sanitary Sewer Collection System Rehabilitation
 - South and West Interceptor Rehabilitation
 - 4th and 5th Eddy to Vine Rehabilitation
 - North Interceptor Phase I
 - North Interceptor Phase II
- Growth – 281 Sanitary Sewer Improvements (District 530T)

Discussion

Until the bonding is in place, our bond underwriter, Ameritas, has advised the City to declare its intention to use bond revenue to fund the capital improvements projects. This will allow bond proceeds to be used for costs of the project prior to the bonds being issued and funds received. The declaration of intent to issue bonds for \$60 million includes the \$56,545,747 million for the actual and estimated capital cost of the projects listed below plus estimated bond issuance costs.

The capital projects listed below are under construction or under design with estimated construction start dates.

Project Name	Start Date	Completion Date	Estimated Total Cost	Council Resolution	Resolution Approval Date
South and West Interceptor Rehabilitation	03/25/2013	Estimate 05/31/2013	\$ 1,054,045	2012 - 330	11-13-2012
4 th and 5 th Eddy to Vine Rehabilitation	03/20/2013	Estimate 08/15/2013	\$ 2,046,779	2012 - 360	12-18-2012
Headworks	Estimate 06/15/2013	Estimate 06/15/2015	\$21,728,264	2013 -	05-14-2013
North Interceptor Phase I	Estimate 06/12/2013	Estimate 06/26/2014	\$11,811,659	2013 -	05-14-2013
North Interceptor Phase II	Estimate 11/11/2013	Estimate 02/29/2016	\$19,905,000	Future Date	Future Date
	Total		\$56,545,747		

Multiple issues of bonds will be brought to Council, as needed, under this one declaration of intent to bond. Any remaining projects in the Wastewater Capital Improvement Plan requiring additional declaration of intent to bond above the \$60 million needs will be considered by Council in future years.

The existing Sewer System Revenue Refunding bonds, Series 2003, will be retired on April 1, 2014.

Alternatives

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

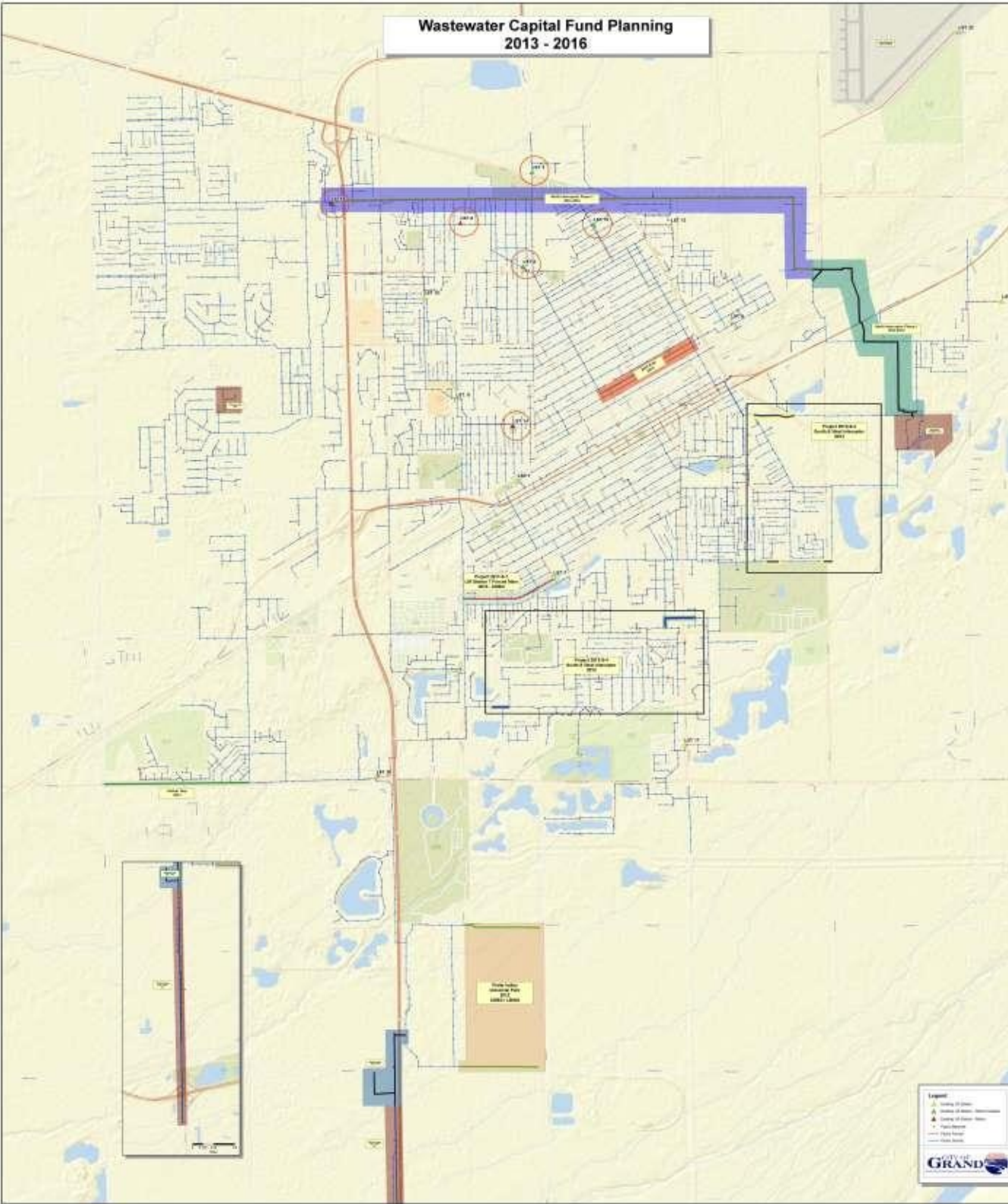
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the declaration of intent to issue bonds to reimburse expenses resulting from sanitary sewer collection system and wastewater treatment plant improvements.

Sample Motion

Move to approve the declaration of intent to reimburse expenses resulting from sanitary sewer collection system and wastewater treatment plant improvements.



RESOLUTION 2013-150

WHEREAS; the Mayor and Council of the City of Grand Island hereby find and determine that it is necessary and appropriate to declare their official intent to issue tax-exempt bonds on behalf of the City, and in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such bonds as proposed to be issued by the City in connection with the proposed project as described below.

WHEREAS; this Resolution shall stand as a statement of the City's official intent under Regulation Section 1.150-2 of the regulations of the United States Treasury and for such purpose the following information is hereby given:

1. A general functional description of the projects for which expenditures may be made and reimbursement from bond proceeds provided is as follows:

Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements

2. The maximum principal amount of debt expected to be issued for such projects is \$60 million dollars.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the declaration of intent to issue bonds to reimburse expenses resulting from the Wastewater Capital Improvements is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2013	☐ City Attorney



City of Grand Island

Tuesday, May 14, 2013

Council Session

Item J-1

Approving Payment of Claims for the Period of April 24, 2013 through May 14, 2013

*The Claims for the period of April 24, 2013 through May 14, 2013 for a total amount of \$5,187,417.52.
A MOTION is in order.*

Staff Contact: Jaye Monter