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# City of Grand Island



**Tuesday, November 12, 2013**  
**Council Session Packet**

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**City Council:**

**Linna Dee Donaldson**  
**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**

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

### **Call to Order**

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

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

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**Invocation - Pastor Tim Kilstrom, Spirit of Life Church, 2304 Macron Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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





# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item C-1

### Proclamation “National Adoption Month” November, 2013

*There are an estimated 399,546 children in the United States in the foster care system and more than 100,000 waiting for adoptive homes, some of whom live in Grand Island. By December 2013, twelve children in Grand Island, Hall County who are in foster care will finalize adoption. Mayor Vavricek has proclaimed the month of November, 2013 as "National Adoption Month" and would encourage citizens to help secure permanent, loving homes for each and every child in Grand Island, See attached PROCLAMATION.*

Staff Contact: Mayor Jay Vavricek

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

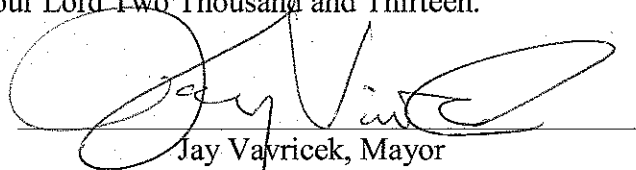
PROCLAMATION

- WHEREAS, this November marks the 23<sup>rd</sup> annual National Adoption Month; and
- WHEREAS, there are an estimated 399,546 children across the United States in foster care, and more than 100,000 waiting for adoptive homes or for that moment of finalization of their adoptions; and
- WHEREAS, every child in the Grand Island Area, across the State, and even across the Nation deserves a loving, caring, permanent family; and
- WHEREAS, it is our goal to find families for these children, no matter where they might live; and
- WHEREAS, many of these children have physical, emotional and/or behavioral challenges; and
- WHEREAS, many of these children are brothers and sisters who want to grow up together; and
- WHEREAS, in 2012, 446 children in care of the State found permanency through adoption; and
- WHEREAS, in 2012, twenty-one children in care of the State, in the Grand Island area, were adopted; and
- WHEREAS, by the end of December 2013, 12 children in care of the State from the Grand Island area, will finalize adoptions; and
- WHEREAS, every child deserves a place to call home, not only now but into adulthood;
- NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of November, 2013 as

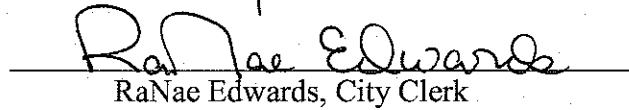
***"NATIONAL ADOPTION MONTH"***

in the City of Grand Island, and encourage all citizens to help secure permanent, loving homes for each and every child in Grand Island, and the State of Nebraska, regardless of race, age, gender, health, emotional or behavioral challenge or past distress.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this 12<sup>th</sup> day of November in the year of our Lord Two Thousand and Thirteen.

  
Jay Vavricek, Mayor

Attest:

  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item C-2

### **Proclamation “Hall County Korean War Veterans Appreciation Month” November, 2013**

*The Korean War, often referred to as the "Forgotten War", took place from June 25, 1950 to July 27, 1953 making this the 60th Anniversary since the agreement to ceasefire. The City of Grand Island and Hall County lost four of our service members from this war and there is still one missing in action. In recognition and appreciation to those who served, the Mayor has proclaimed the month of November, 2013 as "Hall County Korean War Veterans Appreciation Month". See attached PROCLAMATION.*

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

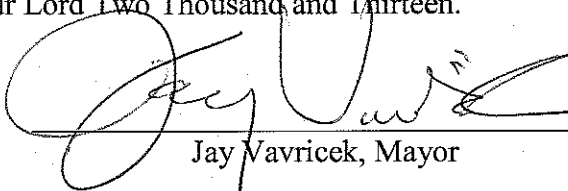
- WHEREAS, on June 25, 1950 the Republic of Korea was attacked by the Communist North Korean People's Army and once again America was called upon to help resist aggression; and
- WHEREAS, 1,789,000 Americans served in the Korean War resulting in 36,516 casualties for the United States with 7,810 U.S. service members still unaccounted for from this war; and
- WHEREAS, the City of Grand Island and Hall County lost 4 of our service members from this war and there is still one missing in action; and
- WHEREAS, the Korean War Memorial in Washington D.C. was dedicated on July 27, 1995 representing the various branches of military service in honor of those who served; and
- WHEREAS, the City of Grand Island, Nebraska has always been and continues to be appreciative of the sacrifices made by our nation's veterans that has allowed us all to live in a land of free speech and peace here at home; and
- WHEREAS, we also recognize the sacrifice and pain experienced by the families of those who have lost a loved one in harm's way; and
- WHEREAS, the Armistice to end the Korean War was signed on July 27, 1953 making this the 60<sup>th</sup> Anniversary since the agreement to ceasefire; and
- WHEREAS, there is a banquet November 13<sup>th</sup> at the United Veterans Club to honor Korean War Veterans and to secure financial support for upcoming Hero Flight Korean War Veterans to Washington, D.C.; and
- WHEREAS, the City of Grand Island, Nebraska and its residents shall never forget our Korean War Veterans.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of November, 2013 as

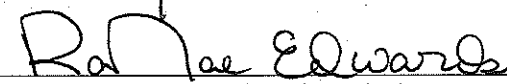
***“HALL COUNTY KOREAN WAR  
VETERANS APPRECIATION MONTH”***

in the City of Grand Island, and encourage all citizens to remember those veterans who served in the Korean War.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-sixth day of November in the year of our Lord Two Thousand and Thirteen.

  
Jay Vavricek, Mayor

Attest:

  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item C-3

### **Recognition of Third City Community Clinic Jennifer Alberts, M.D. and Susan Corey, M.D. 2013 Physician Volunteers of the Year and Melissa Schuldt, D.D.S. 2013 Dentist Volunteer of the Year**

*The Mayor and City Council will recognize the outstanding volunteer work of Jennifer Alberts, M.D. and Susan Cory, M.D. 2013 Physician Volunteers of the Year and Melissa Schuldt, D.D.S. 2013 Dentist Volunteer of the Year for the Third City Community Clinic.*

Staff Contact: Mayor Jay Vavricek

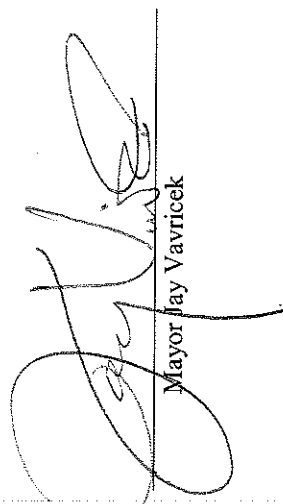


# *Certificate of Recognition*

Awarded to

**“Jennifer Alberts, M.D.”**

for 2013 Physician Volunteer of the Year at Third City Community Clinic.

  
\_\_\_\_\_  
Mayor Jay Vavricek

  
\_\_\_\_\_  
City Administrator Mary Lou Brown

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



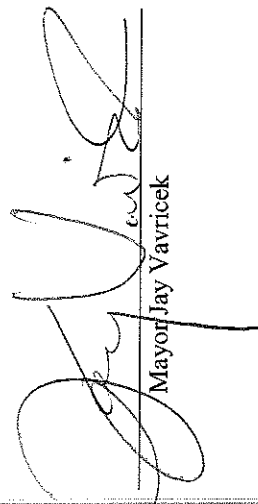



# *Certificate of Recognition*

Awarded to

**“Susan Corey, M.D.”**

for 2013 Physician Volunteer of the Year at Third City Community Clinic.

  
Mayor Jay Vavricek

  
City Administrator Mary Lou Brown

  
City Clerk RaNae Edwards

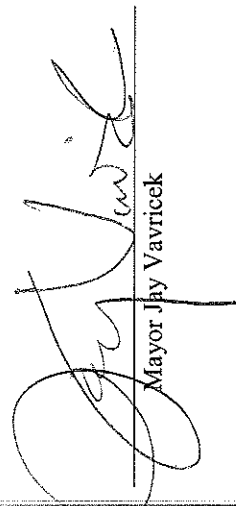


# *Certificate of Recognition*

Awarded to

**“Melissa Schuldt, D.D.S.”**

for 2013 Dentist Volunteer of the Year at Third City Community Clinic.

  
Mayor Jay Vavricek

  
City Administrator Mary Lou Brown

  
City Clerk RaNae Edwards



# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item D-1**

**#2013-BE-10 - Consideration of Determining Benefits and Levy  
Special Assessments for Sidewalk Repairs at 1141 Pleasant View  
Drive**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** November 12, 2013

**Subject:** Consideration of Determining Benefits and Levy Special Assessments for Sidewalk Repairs at 1141 Pleasant View Drive

**Item #'s:** D-1 & F-1

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

## **Background**

The Certificate of Final Completion for sidewalk repairs at 1141 Pleasant View Drive was approved by the council on October 8, 2013, with November 12, 2013 set as the date for Council to sit as the Board of Equalization. Through informal bids Reimers Construction of Grand Island, Nebraska was hired to make the necessary repairs at such location. Work was completed at a construction price of \$500.00. Total cost of the repairs, including engineering services of \$50.00, was \$550.00. All work has been completed and special assessments have been calculated for the repairs.

## **Discussion**

The costs for this project will be assessed to the adjacent property. The payments are spread over seven (7) years at 7% simple interest. The first payment of principle only at 1/7<sup>th</sup> of the assessment is due 25 days after the Board of Equalization. The City has had multiple correspondences with the property owner and sent a reminder letter advising them that the BOE is scheduled for November 12, 2013 and the first payment will be due shortly after.

The attached spreadsheet shows the property assessment.

## **Alternatives**

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

1. Move to approve

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

### **Recommendation**

Public Works Administration recommends that the Council meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to individual properties.

### **Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for sidewalk repairs at 1141 Pleasant View Drive.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for sidewalk repairs at 1141 Pleasant View Drive.

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF HALL        )

**AFFIDAVIT OF MAILING**

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on October 21, 2013, she mailed copies of the "Notice of Board of Equalization Hearing – Sidewalk Repairs at 1141 Pleasant View Drive", which notice was first published in the Grand Island Independent on October 21, 2013, to the following named parties:

\*Julie Nickerson  
18906 E Briargate Ln, Apt 2A  
Parker, CO 80134-3654

Such communications were properly posted and deposited in the United States mail.

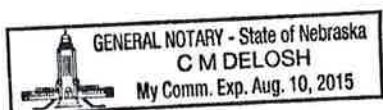
Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: October 23, 2013

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

Subscribed and sworn to before me this 23<sup>rd</sup> date October, 2013.



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

## NOTICE OF BOARD OF EQUALIZATION HEARING

### Sidewalk Repairs at 1141 Pleasant View Drive

NOTICE is hereby given to all persons owning real estate at 1141 Pleasant View Drive in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on November 12, 2013 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sidewalk improvements therein. All owners of real estate within said sidewalk repair area, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

Publication Dates:

October 23, 2013

October 30, 2013

November 6, 2013

## **8D CLASSIFIED**

### **Legals**

#### **NOTICE OF BOARD OF EQUALIZATION HEARING**

Sidewalk Repairs at  
1141 Pleasant View Drive

NOTICE is hereby given to all persons owning real estate at 1141 Pleasant View Drive in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on November 12, 2013 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to

pay the cost of the sidewalk improvements therein. All owners of real estate within said sidewalk repair area, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council,  
Grand Island, Nebraska.

RaNae Edwards, City Clerk  
23-30-6



DRAFT

This Space Reserved for Register of Deeds

ORDINANCE NO. \_\_\_\_\_

An ordinance assessing and levying a special tax to pay the cost of construction of Sidewalk Repairs at 1141 Pleasant View Drive of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sidewalk repairs at 1141 Pleasant View Drive, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Julie Nickerson	Lot 3, Block 2, Pleasant View Twelfth Subdivision City of Grand Island, Hall County, Nebraska	\$550.00
<b>TOTAL</b>		<b>\$550.00</b>

Approved as to Form ☐ \_\_\_\_\_  
October 23, 2013 ☐ City Attorney

DRAFT

ORDINANCE NO. \_\_\_\_\_ (Cont.)

SECTION 2. The special tax shall become delinquent as follows: One-seventh of the total amount shall become delinquent in ten days; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; one-seventh in six years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 12, 2013

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

- 2 -

# RESOLUTION 2013

**DRAFT**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for sidewalk repairs at 1141 Pleasant View Drive, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$550.00; and

Such benefits are based on length of sidewalk installed at the adjacent property; and

According to the actual frontage of sidewalk installed adjacent to the respective lots, tracts, and real estate within such sidewalk repair area, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Julie Nickerson	Lot 3, Block 2, Pleasant View Twelfth Subdivision City of Grand Island, Hall County, Nebraska	\$550.00
<b>TOTAL</b>		<b>\$550.00</b>

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
October 23, 2013	<input type="checkbox"/> City Attorney

R E S O L U T I O N   2013-BE-10

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for sidewalk repairs at 1141 Pleasant View Drive, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$550.00; and

Such benefits are based on length of sidewalk installed at the adjacent property; and

According to the actual frontage of sidewalk installed adjacent to the respective lots, tracts, and real estate within such sidewalk repair area, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Julie Nickerson	Lot 3, Block 2, Pleasant View Twelfth Subdivision City of Grand Island, Hall County, Nebraska	\$550.00
<b>TOTAL</b>		<b>\$550.00</b>

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form <input type="checkbox"/> _____ November 8, 2013 <input type="checkbox"/> City Attorney
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# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item E-1**

**Public Hearing on Request from Jose Guerrero dba Mariscos  
Villarreal, 811 West 2nd Street for a Class “A” Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** November 12, 2013

**Subject:** Public Hearing on Request from Jose Guerrero dba Mariscos Villarreal, 811 West 2<sup>nd</sup> Street for a Class “A” Liquor License

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

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

## **Background**

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

### **Declared Legislative Intent**

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

## **Discussion**

Jose Guerrero dba Mariscos Villarreal, 811 West 2<sup>nd</sup> Street has submitted an application for a Class “A” Liquor License. A Class “A” Liquor License allows for the sale of beer on sale only inside the corporate limits of the city.

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

Based upon the Police Department report (see attached) the applicant failed to disclose that he borrowed money from Eduardo Villarreal which makes this a false application under the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). It has been recommended by the Police Department to deny the request for a liquor license.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to **deny** the application for Jose Guerrero dba Mariscos Villarreal, 811 West 2<sup>nd</sup> Street for a Class "A" Liquor based upon a false application.

10/29/13  
14:58

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 15:50:00 10/17/2013  
Occurred before : 08:00:00 10/21/2013  
When reported : 12:34:12 10/21/2013  
Date disposition declared : 10/21/2013  
Incident number : L13102689  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License  
Investigation  
Incident address : 811 2nd St W  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae/Dan  
Geobase address ID : 41439  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	108604	10/29/13	Catalan, Imelda	Involved
NM	188132	10/29/13	Villarreal-Munoz, Eduardo	Employee
NM	188133	10/29/13	Mariscos Villarreal,	Business
NM	57479	10/22/13	Guerrero, Jose	

Applicant/Owner

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

Jose Guerrero is Seeking a Liquor License for a Mexican Seafood Restaurant called "Mariscos Villarreal."

LAW INCIDENT OFFENSES DETAIL:



Se Offe	Offense code	Arson Dama
1	AOFF Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi	Unit n	Unit number
1	Vitera D	318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:21:43 10/22/2013

Grand Island Police Department  
Supplemental Report

Date, Time: Tue Oct 22 14:21:52 CDT 2013  
Reporting Officer: Vitera  
Unit- CID

Jose Guerrero is applying for a Class A (beer on sale only) Individual Retail liquor license for a business called "Mariscos Villarreal" Mexican seafood restaurant. Rafael Orozco owns the building and had been leasing it to Adolfo Flores who was running Rafa's Tacos.

While perusing the application, I noticed that Jose became a citizen of the United States in 2001, and he reported on the application that he has lived in Grand Island since 1999. He is not married, and he is the only person listed on the application. He disclosed that he has absolutely no criminal history, and he is borrowing money from the Rural Enterprise Assistance Project (REAP). The projected hours of operation for the restaurant are Monday through Thursday 10 Am until 8 PM and Friday through Sunday 10 AM until 10 PM.

I checked Jose through Spillman and NCJIS. He is in Spillman and NCJIS but not for anything where he could be held criminally accountable. He doesn't have any outstanding arrest warrants, and his license is valid. I sent a confirmation request to ICE to see if Jose's naturalization paperwork is legitimate, and I was informed that it is. I also checked Jose through an online law enforcement-only database and didn't find anything out of the ordinary. Jose's name is too common to narrow down information on the Internet.

I called Jose on 10/23/13 at about 1030 hours and left him a voicemail asking him to call me. After not receiving a return call, I called Jose again on 10/25/13. Jose agreed to meet me at his restaurant at 1230 hours. Investigator Fiala with NSP was also present for the interview. I told Jose that his application looked good. However, I wanted to clarify a couple of things. The first thing I asked Jose is why he just applied

for a license to sell beer. Jose said he wants a family atmosphere and didn't need anymore alcohol than that. Jose also mentioned that he is working full time at JBS and will continue to do so. I asked Jose the meaning of the name of his restaurant. Jose said that "Mariscos" means seafood in Spanish. Villarreal is the name of a family member.

I had noticed that Jose was originally going to have Eduardo Villarreal have access to the business account and then changed his mind. I asked Jose the connection between the name of his restaurant and Eduardo Villarreal. Jose said that Eduardo is his nephew and will be working for him. Eduardo has experience in the restaurant business. Jose also explained that Eduardo has a connection to Puerto Vallarta. I believe it has something to do with the restaurant business. Puerto Vallarta comes into play later after I spoke to Eduardo and did some research on him.

Jose went on to say that Eduardo lent him \$10,000 and will receive twenty percent of the business profits. I pointed out to Jose that there are two questions on the application that deal with identifying people who he received money from to establish and/or operate the business along with disclosing who all will share the profits from the business. Jose only listed that he borrowed money from the Rural Enterprise Assistance Project (REAP). He stated on the application that no one else will share in the business profits. Jose didn't have an explanation as to why the application was filled out incorrectly by omitting key pieces of information other than to say that he had help filling out the application.

Jose advised that a woman by the name of Imelda Catalan who works for REAP helped him fill out the application. Jose gave me Imelda's phone number, and I would speak with her later. In the meantime, I asked to speak to Eduardo. Eduardo was working at Jose's restaurant, so it just took a couple of minutes to find him and have him meet with Investigator Fiala and me.

Eduardo spoke very little English. Jose had to help translate. I asked Eduardo for identification. He provided me with a Mexican Consular card. I asked him if I could look through his wallet for other forms of identification and was granted consent. Eduardo didn't have a driver's license or state I.D. card from any state. He had no other forms of identification in his wallet other than a Mexican driver's license.

Eduardo advised that he has been in the U.S. for twelve years. He spent six years in the San Jose, CA area and six years in Chicago. Eduardo said he worked in a couple of body shops in San Jose and a Mexican seafood restaurant (was wearing that work shirt) in Chicago. Eduardo said that he does not have a Social Security number. He claimed to have some kind of tax identification number that he didn't have with him. Eduardo didn't deny that he had contributed \$10,000 towards Jose's business and that he was supposed to receive twenty percent of the profits.

After speaking with Jose and Eduardo, Investigator Fiala and I went to Imelda's house and spoke to her about helping Jose fill out the application. Imelda said that she met with Jose several times at a law office on 4th Street. She recalls being introduced to Eduardo at one of

the last meetings. Imelda acknowledged that she helped Jose fill out the application. They filled it out together. At the time they filled it out, they had determined that Jose would need about \$30,000 to get the restaurant going. Imelda said that REAP could only give him \$15,000. Imelda knew that Jose needed to borrow more money, but she didn't know where he was planning on getting it.

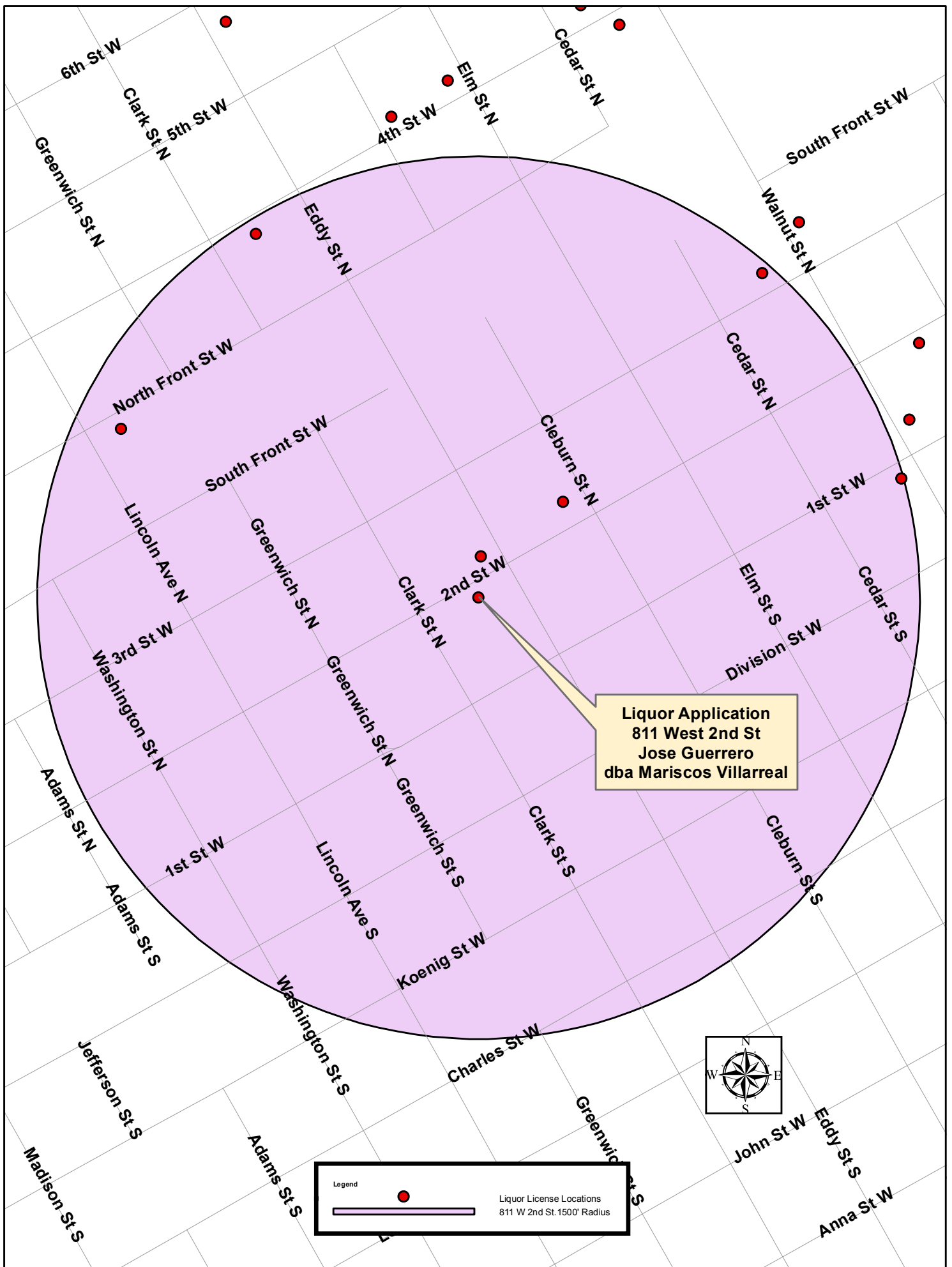
After speaking with Imelda, I contacted Agent Ben Miller with ICE. I gave him the information I had on Eduardo. Agent Miller couldn't positively identify Eduardo but did find someone using that name who took a flight from Chicago to Puerto Vallarta Mexico in 2008. Agent Miller could find no documentation of that person reentering the U.S. With Eduardo moving here from Chicago and having a connection to Puerto Vallarta, I think Agent Miller had the correct information. According to Agent Miller, he is fairly confident that Eduardo is not in the U.S. legally.

Jose's failure to disclose that he is borrowing money from Eduardo and sharing the business profits with Eduardo makes the applications false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) which states:

"No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license."

All in all, Eduardo Villarreal is a big part of this business. His last name is the business name. He worked in a Mexican seafood restaurant prior to moving to Grand Island. He contributed \$10,000 towards the establishment and operation of the business, and he is supposed to receive 20% of the profits. With Jose continuing to work full time at JBS, it adds to the fact that Eduardo is a major part of the business.

This is a false application and should be denied because Jose failed to mention Eduardo's involvement. In addition, from my investigation and the information received from ICE, it doesn't appear that Eduardo could get his own liquor license based on his immigration status. The Grand Island Police Department recommends that the city council not give local approval to this application.





# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item E-2**

**Public Hearing on Acquisition of Utility Easement Located East of North Road and South of Westgate Road (NEBCO, Inc.).**

**Staff Contact: Tim Luchsinger**

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** November 12, 2013

**Subject:** Acquisition of Utility Easement – East of North Road, and South of Westgate Road - NEBCO, Inc.

**Item #'s:** E-2 & G-4

**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 NEBCO, Inc., located just to the east of North Road, and south of Westgate Road, 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 provide the location to place underground conduit, cable, and a pad-mounted transformer to provide new electric service to a building on North Road.

## **Alternatives**

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

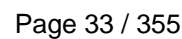
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **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, November 12, 2013**

**Council Session**

## **Item E-3**

**Public Hearing on Acquisition of Utility Easement Located West of Webb Road and North of Stolley Park Road (Judy D. Hansen & Julie D. Johnson).**

**Staff Contact: Tim Luchsinger**



# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** November 12, 2013

**Subject:** Acquisition of Utility Easement – 3354 Stolley Park Road – Judy Hansen and Julie Johnson

**Item #'s:** E-3 & G-5

**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 Judy Hansen and Julie Johnson, located at 3354 Stolley Park Road, 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 underground conduit, high voltage cable, and a pad-mounted transformer to replace the overhead electric lines to Hansen International Trucks.

## **Alternatives**

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

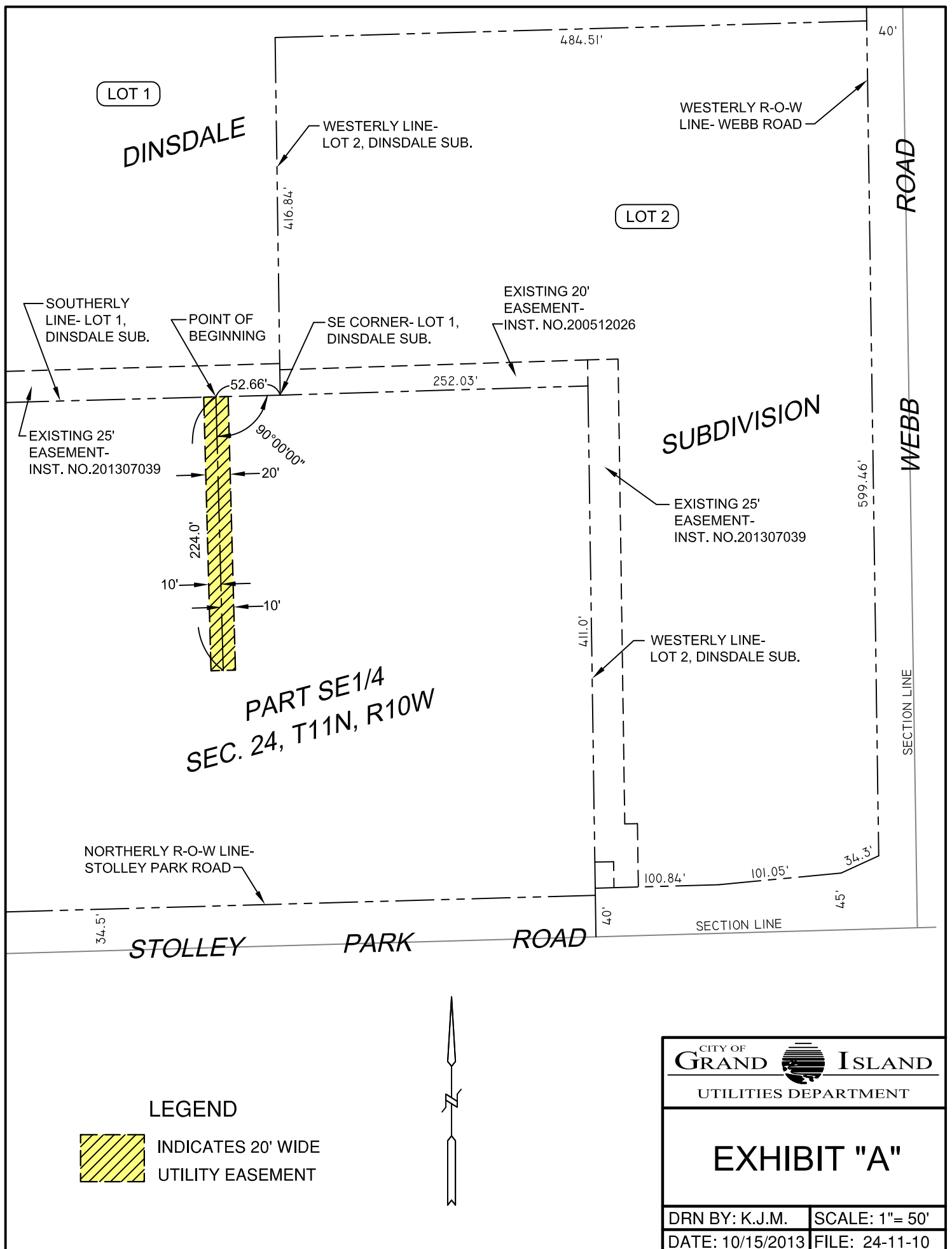
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **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, November 12, 2013**

**Council Session**

## **Item E-4**

**Public Hearing on Declaration of a Site Known as Redevelopment  
Area 14 Located on the East Side of North Webb Road between  
13th Street and Faidley Avenue**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** November 12, 2013

**Subject:** Scott Rief (Proposed CRA Area No. 14)  
(C-26-2013GI)

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

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

## **Background**

Scott Rief commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 14 to be prepared by Marvin Planning Consultants of David City, Nebraska. The study area includes approximately 6.82 acres referred to as CRA Area No. 14. The study focused on property bounded by the 13<sup>th</sup> Street on the north, Faidley Avenue to the south and Webb Road on the west in northwest Grand Island. (See the attached map) On August 27, 2013, Council referred the attached study to the Planning Commission for its review and recommendation.

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

## **Discussion**

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

### **Section 18-2109**

*Redevelopment plan; preparation; requirements.*

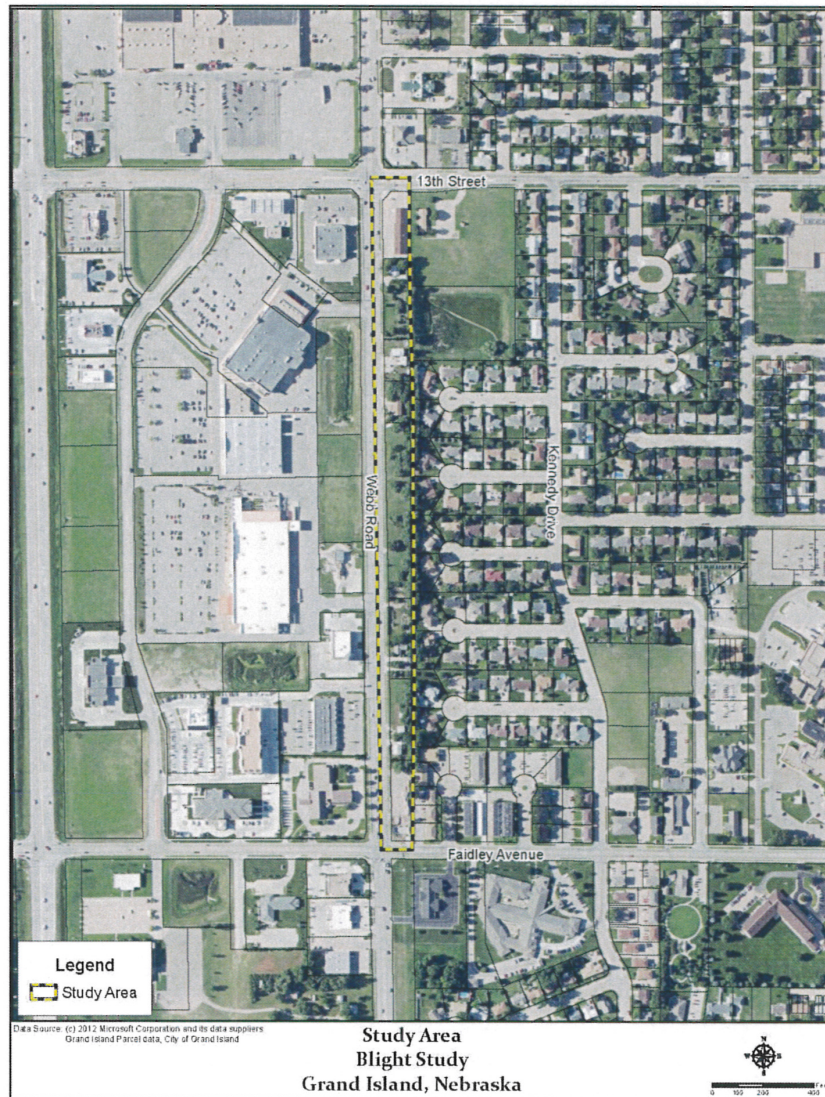
An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after a public hearing with notice provided as specified in section 18-2115, declared such area to be a substandard and blighted area in need of redevelopment. The governing body of the city shall submit the question of whether an area is substandard and blighted to the planning commission or board of the city for its review and recommendation prior to making its declaration. The planning commission or board shall submit its written recommendations within

thirty days after receipt of the request. Upon receipt of the recommendations or after thirty days if no recommendation is received, the governing body may make its declaration.

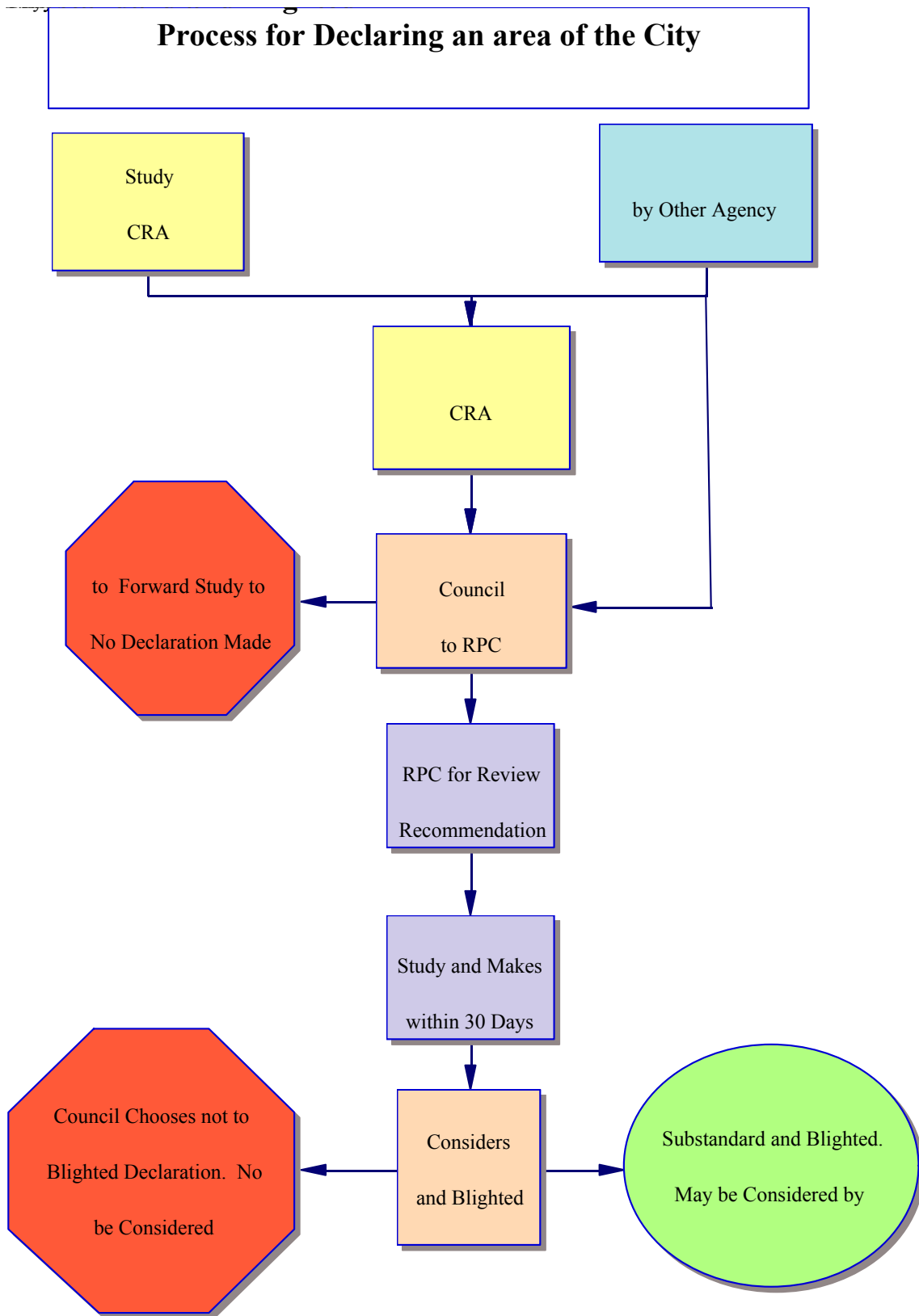
~Reissue Revised Statutes of Nebraska

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

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



**Figure 1** Redevelopment Area 14 includes all properties within the hatched area.



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

# Substandard and Blighted Declaration vs. Redevelopment Plan



- **Substandard and Blighted Declaration**
  - A Study of the Existing Conditions of the Property in Question
  - Does the property meet one or more Statutory Conditions of Blight?
  - Does the Property meet one or more Statutory Conditions of Substandard Property?
  - Is the declaration in the best interest of the City?
- **Redevelopment Plan**
  - What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?
  - How should those activities and improvements be paid for?
  - Will those activities and improvements further the implementation of the general plan for the City?

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

## OVERVIEW Continued

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

1. review the study,
2. take testimony from interested parties,
3. review the recommendation and finding of fact identified by the Planning Commission
4. make findings of fact, and
5. include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard.

### Blighted and Substandard Defined

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

#### Section 18-2103

*Terms, defined.*

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

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

(11) **Blighted area** shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the



state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

~Reissue Revised Statutes of Nebraska

## ANALYSIS

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 6 to 12 of the study.

### FINDINGS FOR GRAND ISLAND

Study Area #14 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighting Summary**

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

- **Deterioration of site or other improvements**
  - 90.2% of sidewalk either in a deteriorated state or missing from properties in the area.
- **Dangerous conditions to life or property due to fire or other causes**
  - The amount of clutter/junk present as well as the amount of damaged shrubs and trees provides dangerous conditions.
- **Average age of structures is over 40 years of age**
  - Within the Study Area 75.00% of the structures meet the criteria of 40 years of age or older.
- **Improper Subdivision or obsolete platting**
- **Combination of factors which are impairing and/or arresting sound growth**
  - Proximity to N. Webb Road and the traffic speeds makes these properties difficult to redevelop individually
  - The fact that these lots lie within a truncated/correction section that is approximately 100 feet wide instead of the usual one-mile section.
  - Proximity of residential development to the east.
  - The lack of traffic access and connectivity to the area east of the study area.

- The inadequate depth of the lots in the study area and the inability for creating larger lots.
- The inability to create a frontage road along N. Webb Road creates future impacts on ingress and egress from the study area.
- **Diversity of Ownership**
  - Within the Study Area eight properties are owned by six different property owners.
- **Stable or decreasing population based on the last two decennial censuses**
  - This area as it has been evolving from a more rural residential land use to more of a commercial or commercial/office land use home have been removed and populations have been declining.

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

- Substantial number of deteriorated or deteriorating structure
- Defective/Inadequate street layouts,
- Faulty lot layout,
- Unsanitary/Unsafe conditions
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.
- The area has had either stable or decreasing population based on the last two decennial censuses.

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

**Substandard Summary**

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

This Study Area in Grand Island meets the definition with the average age of the structures being more than 40 years of age.

**FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #14**

Blight Study Area #14 has several items contributing to the Blight and Substandard Conditions. These conditions include:

**Blighted Conditions**

- **Deterioration of site or other improvements**
- **Dangerous conditions to life or property due to fire or other causes**
- **Average age of structures is over 40 years of age**
- **Improper Subdivision or obsolete platting**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Diversity of Ownership**
- **Stable or decreasing population based on the last two decennial censuses**

**Substandard Conditions**

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

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

All of this property is located inside the Grand Island City Limits. Tax increment financing would potentially be available for redevelopment projects on any of the property included in the study.

**RECOMMENDATION:**

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

**Recommend Questions for Planning Commission and City Council**

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site. All of the testimony, a copy

of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

The Regional Planning Commission concluded that the area in question meets the definition of blighted and substandard and supports such conclusion with findings of fact. Some **findings of fact** are other housing areas are located in the area, there are known hazards in this area as identified in the plan. There is degradation of infrastructure and abandonment of land.

They recommend **approval** of the declaration as blighted and substandard based on the facts presented, identified and discussed at their meeting.

The Planning Commission held a Public Hearing on this proposal at their meeting on October 2, 2013. Keith Marvin, with Marvin Planning Consultants spoke in favor of the designation and answered Planning Commission questions about the study. Ron Depue representing Mr. Rief spoke in favor of approving the study. Harold Rosenkotter, owner of the office building on 13<sup>th</sup> and Webb spoke in favor of the designation and stated that another issue that needs to be addressed in this area is extension of sewer to all properties. He stated that his building and the church to the east are both on septic systems. No members of the public spoke in opposition of the designation. Planning commission members, Pat O'Neill, Deb Reynolds and Karen Bredthauer questioned the need to declare this property blighted and substandard.

Grand Island has 13 areas that have been declared blighted and substandard 3,482 acres. This represents 18.21% of the area of the City. Grand Island can declare up to 35% of its municipal area blighted and substandard. If Council approves the declaration of this area as blighted and substandard 6.82 acres would be added to the blighted and substandard area in Grand Island increasing the percentage by 0.03% to 18.24% well below the 35% limitation.

## **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**

A motion was made by McCarty and seconded by Amick to approve the adoption of Blight and Substandard Study Area #14, based on the study prepared by Marvin Planning Consultants.

A roll call vote was taken with 5 members present and voting in favor (Hayes, Snodgrass, McCarty, Amick and Haskins) and 3 members voting against (O'Neill, Bredthauer, Reynolds).

### **Sample Motion**

Move to approve the Substandard and Blight Designation for Redevelopment Area No. 14 in Grand Island, Hall County, Nebraska finding the information in the study to be factual supporting such designation.

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

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island. This study has been commissioned by an individual property owner within the community with the hope that the City will consider the study area for future redevelopment activity. The area is bordered on all three sides by major transportation routes and the general area of the community has seen considerable new development on the western perimeter of the area but limited redevelopment activities.

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

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

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

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

Blight and Substandard are defined as the following:

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

*“Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been*

*within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"*

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owner will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

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

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

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

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include commercial, commercial/office and single-family dwellings.

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

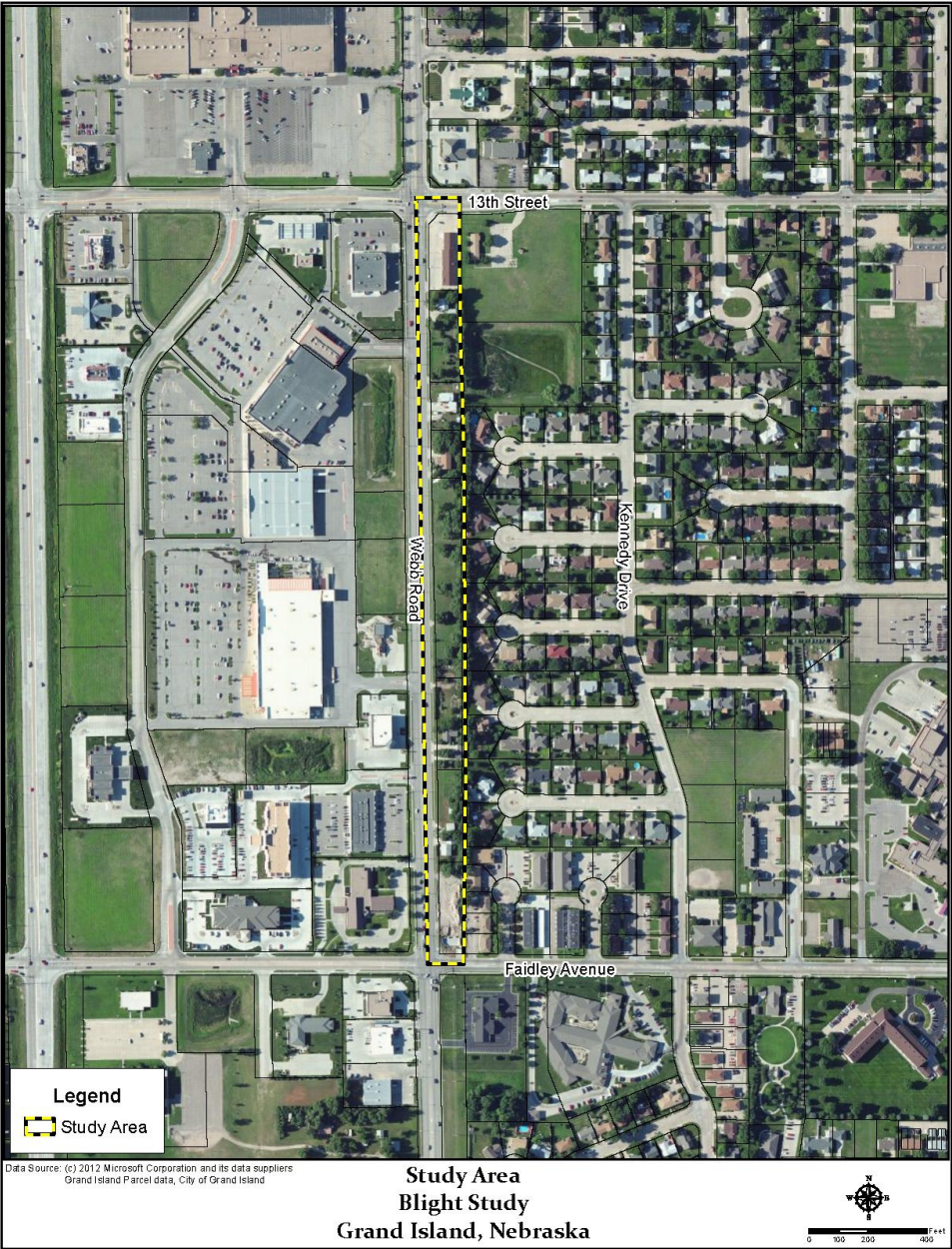
The following is the description of the designated area within Grand Island.

#### ***Study Area***

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF N. WEBB ROAD AND W. 13<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID CENTERLINE OF W. 13<sup>TH</sup> STREET TO THE EXTENDED EAST SECTION LINE OF SECTION 17, TWP 11N, RANGE 9W; THENCE SOUTHERLY ALONG SAID EASTERN SECTION LINE TO THE INTERSECTION OF SAID EASTERN SECTION LINE EXTENDED AND THE CENTERLINE OF W. FAIDLEY AVENUE; THENCE, WESTERNLY ALONG SAID CENTERLINE OF W. FAIDLEY AVENUE TO THE INTERSECTION OF THE CENTERLINE OF W. FAIDLEY AVENUE AND THE CENTERLINE OF N. WEBB ROAD; THENCE NORTHERLY ALONG THE CENTERLINE OF N. WEBB ROAD TO THE POINT OF BEGINNING.

**Figure 1**





Source: Olsson Associates 2013



## **EXISTING LAND USES**

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

### **Existing Land Use Analysis within Study Area**

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

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area.

The Study Area is predominately residential uses with 39.9% of land in this use. The remaining 60.1% is either Commercial/office or vacant, public right-of-way and streets.

**TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2013**

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	2.72	39.9%	39.9%
Single-family	2.72	39.9%	39.9%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	1.2	17.6%	17.6%
Industrial	0.00	0.0%	0.0%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	2.9	42.5%	42.5%
Total Developed Land	6.82	100.0%	
Vacant/Agriculture	0		0.0%
<b>Total Area</b>	<b>6.82</b>		<b>100.0%</b>

Source: 2013 Grand Island Blight Study Area 14, Marvin Planning Consultants and Olsson Associates

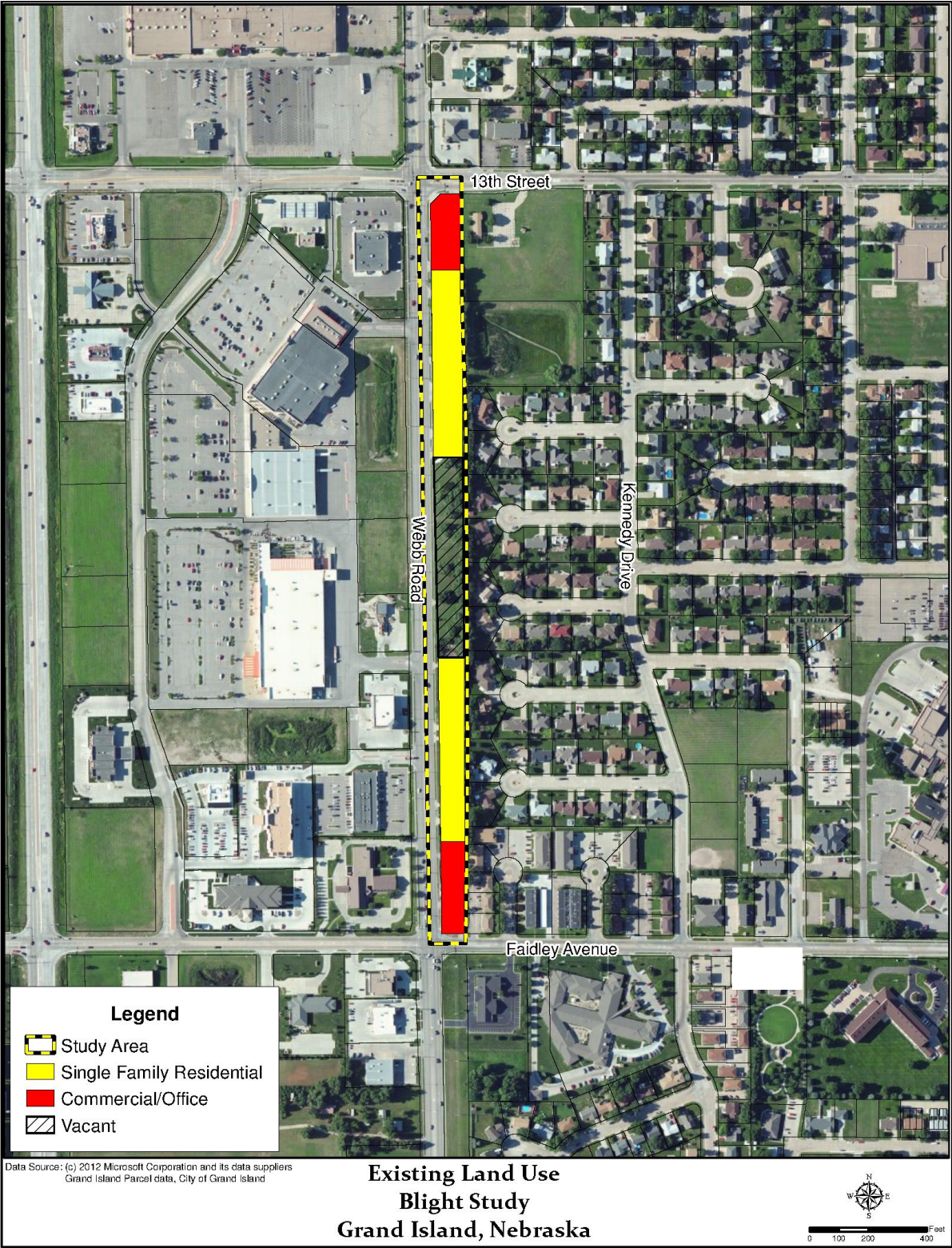
Figure 2

Existing

Land

Use

Map



Source: Marvin Planning Consultants and Olsson Associates, 2013

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

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

### **CONTRIBUTING FACTORS**

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

#### **Age of Structure**

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

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

- Six (75.0%) units were determined to be 40 years of age or older
- The remaining two structures were newer than 40 years.

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

#### **Sidewalk Conditions**

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

Within the study area there is approximately 2,485 lineal feet of sidewalk. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 243 (9.8%) lineal feet of adequate sidewalk
- 2,242 (90.2%) lineal feet of deteriorating sidewalk
- 0 (0.00%) lineal feet of no sidewalk.
- There was no sidewalk deemed to be dilapidated.

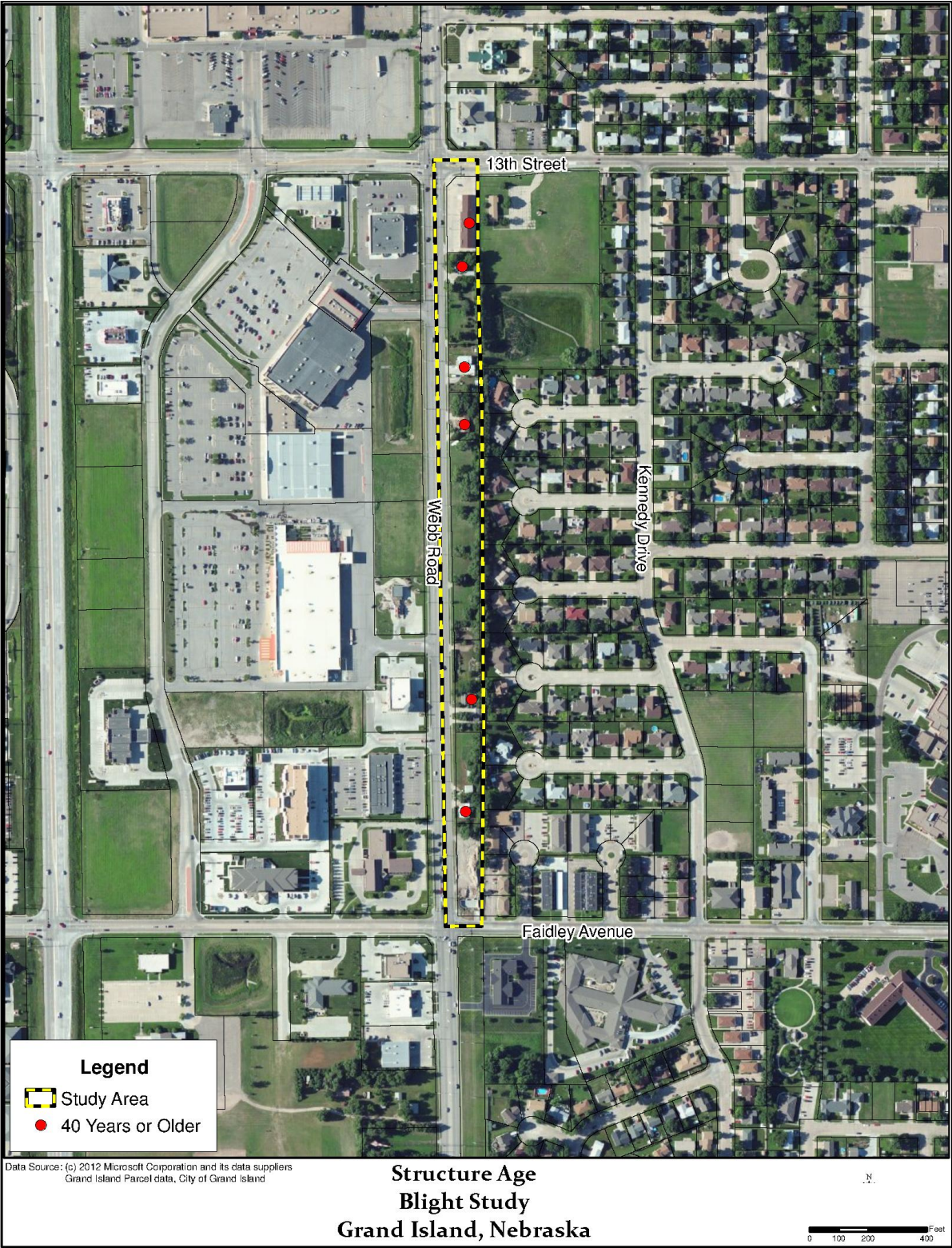
Overall, over 90% of the sidewalks are in a deteriorating state. See Figure 4 for the locations of these sidewalks.

Due to the large amount of deteriorating sidewalk, the sidewalk conditions would be a direct contributing factor.

**Figure 3**



Unit Age Map



Source: Marvin Planning Consultants and Olsson Associates, 2013

**Deterioration of site or other improvements**

Throughout this Area, there is a large portion of sidewalk that is deteriorating. This is a major consideration in determining if the area has deteriorated sites or improvements.



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

#### **Dangerous conditions to life or property due to fire or other causes**

Located within the study area there are a couple of lots that contain a considerable amount of older materials scattered throughout the property. Plus, one vacant lot has brush and debris located throughout the property. Both of these situation are creating conditions that are dangerous to life and/or property.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

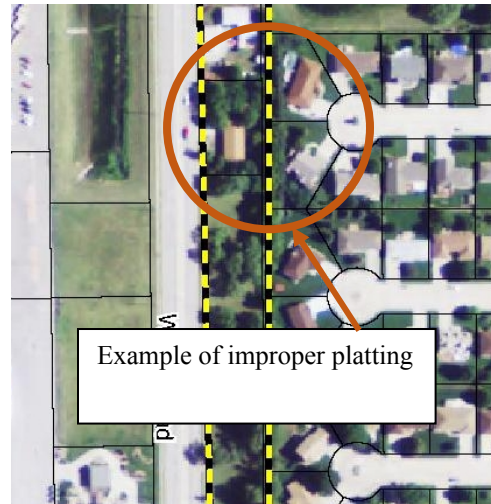


#### **Improper Platting or Obsolete Platting**

The majority of this area was part of rural Grand Island early in its existence. It appears that this was a leftover piece/inaccessible property from a purchasing prospect when the residential subdivision to the east was platted. When these parcels were platted to current sizes and configurations, most lots have a depth of 100 feet (outlots to the west of N. Webb Road are approximately 170 feet in depth). When front yard and rear yard setbacks are applied to these lots it will be difficult to construct any new significant commercial or commercial/office facilities.

These properties, considering they abut residential development of the east and N. Webb Road on the west, will need to be redeveloped in a more creative manner in order to insure adequate screening, access, and on-site movement for any planned commercial or commercial/office use.

Finally, this study is part of a fractional section that runs north and south throughout this part of Grand Island and Hall County.



Based upon the review of the plat of the area, there are sufficient elements present to meet the definition of improper platting or obsolete platting within the Study Area.

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

Within this small study area there are a number of factors that are impairing or arresting sound growth. A couple of these include:

- Proximity to N. Webb Road and the traffic speeds makes these properties difficult to redevelop individually
- The fact that these lots lie within a truncated/correction section that is approximately 100 feet wide instead of the usual one-mile section.
- Proximity of residential development to the east.
- The lack of traffic access and connectivity to the area east of the study area.
- The inadequate depth of the lots in the study area and the inability for creating larger lots.
- The inability to create a frontage road along N. Webb Road creates future impacts on ingress and egress from the study area.

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

#### **Diversity of ownership**

The eight properties within this study area have six different owners. When the need to redevelop a unique area such as this, it becomes necessary to have as much property under one ownership as possible. The more diverse ownership is, the piecemealed the redevelopment will end up. Future redevelopment of the properties within this area require it be done in concert with one and other.

Based upon the review of the area, there are sufficient elements present to meet the definition of diversity of ownership within the Study Area.

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

This area as it has been evolving from a more rural residential land use to more of a commercial or commercial/office land use home have been removed and populations have been declining. Currently there is one larger lot that is indicated on the Assessor's web site that it once contained a residential structure.

The decrease in residential structures, the trend of smaller families, and the increasing amount of commercial and/or commercial office within the general vicinity the population of the study area has been stable or decreasing over the past two decennial censuses.

**Blighting Summary**

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

- **Deterioration of site or other improvements**
  - 90.2% of sidewalk either in a deteriorated state or missing from properties in the area.
- **Dangerous conditions to life or property due to fire or other causes**
  - The amount of clutter/junk present as well as the amount of damaged shrubs and trees provides dangerous conditions.
- **Average age of structures is over 40 years of age**
  - Within the Study Area 75.00% of the structures meet the criteria of 40 years of age or older.
- **Improper Subdivision or obsolete platting**
- **Combination of factors which are impairing and/or arresting sound growth**
  - Proximity to N. Webb Road and the traffic speeds makes these properties difficult to redevelop individually
  - The fact that these lots lie within a truncated/correction section that is approximately 100 feet wide instead of the usual one-mile section.
  - Proximity of residential development to the east.
  - The lack of traffic access and connectivity to the area east of the study area.
  - The inadequate depth of the lots in the study area and the inability for creating larger lots.
  - The inability to create a frontage road along N. Webb Road creates future impacts on ingress and egress from the study area.
- **Diversity of Ownership**
  - Within the Study Area eight properties are owned by six different property owners.
- **Stable or decreasing population based on the last two decennial censuses**
  - This area as it has been evolving from a more rural residential land use to more of a commercial or commercial/office land use home have been removed and populations have been declining.

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

- Substantial number of deteriorated or deteriorating structure
- Defective/Inadequate street layouts,
- Faulty lot layout,
- Unsanitary/Unsafe conditions
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.
- The area has had either stable or decreasing population based on the last two decennial censuses.

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



Figure 4  
Sidewalk Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2013

## **Substandard Conditions**

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

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

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

- 2 (25.00%) units were determined to be less than 40 years of age
- 6 (75.00%) units were determined to be 40 years of age or older

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

## **Substandard Summary**

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

This Study Area in Grand Island meets the definition with the average age of the structures being more than 40 years of age.

## **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #14**

Blight Study Area #14 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighted Conditions**

- Deterioration of site or other improvements
- Dangerous conditions to life or property due to fire or other causes
- Average age of structures is over 40 years of age
- Improper Subdivision or obsolete platting
- Combination of factors which are impairing and/or arresting sound growth
- Diversity of Ownership
- Stable or decreasing population based on the last two decennial censuses

### **Substandard Conditions**

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





# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item E-5**

**Public Hearing on Acquisition of Property for the North  
Interceptor Phase II, Part A Located in Lot 1, West Geer  
Subdivision, South of Capital Avenue and West of Illinois Avenue  
(James and Joan Welton)**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** November 12, 2013

**Subject:** Public Hearing on Acquisition of Property for the North Interceptor Phase II, Part A (Welton)

**Item #'s:** E-5 & G-12

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

## **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), and provide additional capacity for existing and new growth areas of Grand Island.

The new North 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 Wastewater Treatment Plant.

A phased approach of constructing the North Interceptor was developed as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7<sup>th</sup> Street / Skypark Road
- Phase II (Part A) - 7<sup>th</sup> 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)

Nebraska State Statute Section 19-709, R.R.S. 1943, authorizes the City to appropriate private property for use of the City for public facilities. A current empty lot of land is available for purchase that will supplement gravity sanitary sewer route planning. The purchase will facilitate easements, as well serve in a contractor staging area in the North Interceptor Phase II, Part A project, which is on 7<sup>th</sup> Street / Skypark Road to Broadwell Avenue to accommodate the public utilities. The lot will allow for the construction, tunnel boring, operation, maintenance, extension, repair, replacement, and removal of public utilities within the lot.

## **Discussion**

To allow for the accommodation of public utilities it is requested that approximately three quarters (0.74) acre of land, or more commonly known as Lot One (1), West Geer Subdivision be acquired. This new property will allow for the installation of public utilities.

City Staff and Current Owners, James A & Joan H Welton of Aurora Colorado have settled on a negotiated value for the land purchase.

	<u>Seller Costs</u>	<u>Buyer Costs</u>
Land Purchase		\$ 20,000.00
Closing	\$ 150.00	\$ 150.00
Title Insurance	\$ 76.25	\$ 76.25
Closing Protection Letter	\$ 12.50	\$ 12.50
Property Tax, Estimated	\$ 281.00	
Report Deed		\$ 10.00
Total Estimated Costs	\$ 519.75	\$ 20,248.75

All documents have been prepared by Grand Island Abstract, Escrow & Title Company. Authorization of the City's Legal Department in finalizing the closing documents and purchase authority of \$20,248.75, which is an estimated amount based on a closing date of January 2, 2014, is contingent upon City Council approval.

## **Alternatives**

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

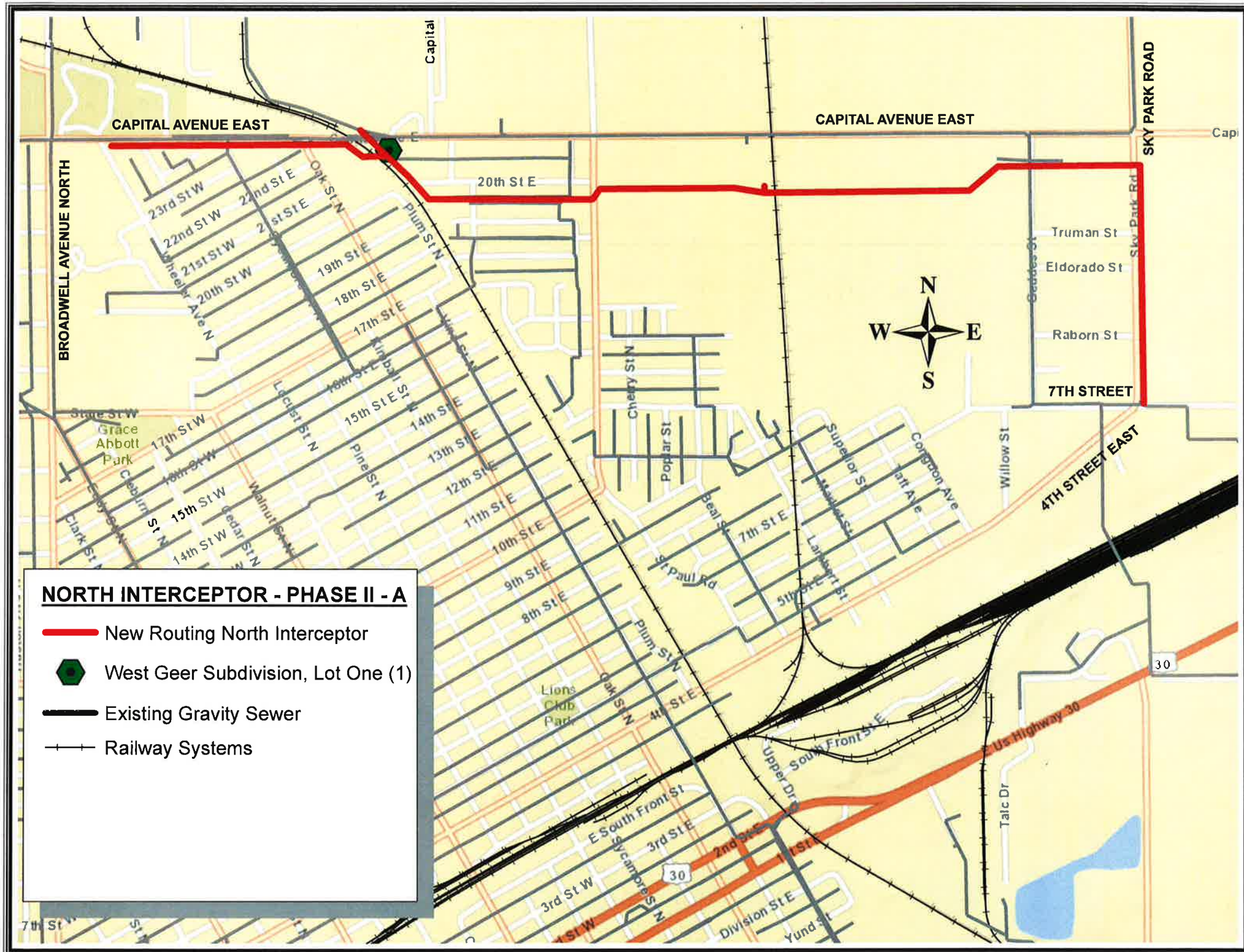
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of such land, in the amount of \$20,248.75.

## **Sample Motion**

Move to approve the acquisition of the lot, more commonly known as Lot One (1), West Geer Subdivision from James A & Joan H Welton of Aurora Colorado.







# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item F-1

### **#9459 - Consideration of Assessments for Sidewalk Repairs at 1141 Pleasant View Drive**

*This item relates to the aforementioned Board of Equalization item D-1.*

Staff Contact: John Collins PE - Public Works Director

ORDINANCE NO. 9459

An ordinance assessing and levying a special tax to pay the cost of construction of Sidewalk Repairs at 1141 Pleasant View Drive of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sidewalk repairs at 1141 Pleasant View Drive, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Julie Nickerson	Lot 3, Block 2, Pleasant View Twelfth Subdivision City of Grand Island, Hall County, Nebraska	\$550.00
<b>TOTAL</b>		<b>\$550.00</b>

Approved as to Form	▣ _____
November 8, 2013	▣ City Attorney

ORDINANCE NO. 9459 (Cont.)

SECTION 2. The special tax shall become delinquent as follows: One-seventh of the total amount shall become delinquent in ten days; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; one-seventh in six years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 12, 2013

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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





# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item F-2

**#9460 - Consideration of Vacation of a Utility Easement Located in  
Woodland Park 12th Subdivision (Hastings Ventures, LLC)**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Manager of Engineering Services

**Meeting:** November 12, 2013

**Subject:** Consideration of Vacation of a Utility Easement Located in Woodland Park 12<sup>th</sup> Subdivision (Hastings Ventures, LLC)

**Item #'s:** F-2

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

## **Background**

Twenty (20) feet wide drainage/utility easements were dedicated on September 12, 2012 within the Woodland Park 12<sup>th</sup> Subdivision. Such easements are not necessary to accommodate existing or proposed drainage or utilities.

## **Discussion**

The developer/property owner of Woodland Park 12<sup>th</sup> Subdivision is requesting to vacate two (2), twenty (20) feet wide, drainage/utility easements running east and west through four lots. There are not any utilities currently within this easement that would be affected by this vacation. The attached sketch details the referenced easements to be vacated.

## **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 an ordinance vacating the twenty (20) foot easements located in Woodland Park 12<sup>th</sup> Subdivision.

### **Sample Motion**

Move to pass an ordinance vacating the easements.

ORDINANCE NO. 9460

An ordinance to vacate existing drainage/utility easements and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal 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. That a portion of drainage/existing utility easements within Woodland Park 12<sup>th</sup> Subdivision in Grand Island, Hall County, Nebraska, more particularly described as follows:

Lot 1, Block 2, Woodland Park 12<sup>th</sup> Subdivision: A drainage/utility easement to be vacated being the south 10 feet of Lot 1, Block 2, Woodland Park Twelfth Subdivision; excluding the west 5 feet and the east 20 feet of said Lot 1; and

Lot 2, Block 2, Woodland Park 12<sup>th</sup> Subdivision: A drainage/utility easement to be vacated being the north 10 feet of Lot 2, Block 2, Woodland Park Twelfth Subdivision; excluding the west 5 feet and the east 20 feet of said Lot 2; and

Lot 4, Block 2, Woodland Park 12<sup>th</sup> Subdivision: A drainage/utility easement to be vacated being the south 10 feet of Lot 4, Block 2, Woodland Park Twelfth Subdivision; excluding the west 5 feet and the east 20 feet of said Lot 4; and

Approved as to Form	by _____
November 8, 2013	City Attorney

ORDINANCE NO. 9260 (Cont.)

Lot 5, Block 2, Woodland Park 12<sup>th</sup> Subdivision: A drainage/utility easement to be vacated being the north 10 feet of Lot 5, Block 2, Woodland Park Twelfth Subdivision; excluding the west 5 feet and the east 20 feet of said Lot 5;

are hereby vacated. Such easements to be vacated are shown and more particularly described on

Exhibit 1 attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 12, 2013.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item G-1**

### **Approving Minutes of October 22, 2013 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
October 22, 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 October 22, 2013. Notice of the meeting was given in *The Grand Island Independent* on October 16, 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, City Treasurer and Finance Director Jaye Monter and Engineer and Public Works Director John Collins.

INVOCATION was given by Pastor Scott Jones, Third City Christian Church, 4100 West 13<sup>th</sup> Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Hannah Sugita.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Grand Island Senior High Girls Golf Team for Class "A" State Championship. The Mayor and City Council recognized the Grand Island Senior High Girls Golf Team for their Class "A" state championship on October 15, 2013 at the Norfolk Country Club in Norfolk, NE. The Girls Golf Team and Coach Kelli Jeffries were present for the recognition.

Proclamation "Project Homeless Connect Day" October 24, 2013. Mayor Vavricek proclaimed October 24, 2013 as "Project Homeless Connect Day". Melissa DeLaet, Executive Director with Hope Harbor and staff were present to receive the proclamation.

Recognition of United Veterans Honor Guard. The Mayor and City Council recognized the service of the United Veterans Honor Guard. Present for the recognition were: Commander Richard Simpson, Vern Hill, Larry McAhren, Jim Breitman and Lloyd Mader.

PUBLIC HEARINGS:

Mayor Vavricek turned the meeting over to Council President Niemann and recused himself from the following item due to a conflict of interest which was on file in the City Clerk's office.

Public Hearing on Declaration of a Site Known as Redevelopment Area 13 Located North of Phoenix Avenue and West of Lincoln Avenue. Regional Planning Director Chad Nabity reported that Gary Jacobsen commissioned a Blighted and Substandard Study for proposed Redevelopment Area No. 13 located north of Phoenix Avenue and west of Lincoln Avenue containing approximately 2.16 acres. Staff recommended approval. No public testimony was heard.



The meeting was turned back over to Mayor Vavricek.

Public Hearing on Acquisition of Drainage Easements in Copper Creek Estates Third and Fourth Subdivision (The Guarantee Group, LLC). Public Works Director John Collins reported that acquisition of drainage easements were needed to be dedicated between Copper Creek Estates Third Subdivision and Copper Creek Estates Fourth Subdivision to allow for further development of the area. 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:

- #9456 – Consideration of Authorization to Issue 2013 Electric Department Revenue Bonds
- #9457 – Consideration of Creation of Drainage Improvement District No. 2013-D-4; Westgate Subdivision
- #9458 – Consideration of Amending Chapter 22-141.1 of the Grand Island City Code Relative to Front Yard Parking

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.

- #9456 – Consideration of Authorization to Issue 2013 Electric Department Revenue Bonds

Utilities Director Tim Luchsinger reported that in order to achieve long-term compliance for the Mercury and Air Toxics Standards (MATS) at the Platte Generating Station in the next three to four years it was necessary to authorize the issuance of the Electric System Revenue Bonds, Series 2013 in an amount not-to-exceed \$47,000,000. Bruce Lefler representing Ameritas was present and stated they were scheduled to market the bonds next week. The bond issue would be approximately \$41,000,000.

Motion by Gilbert, second by Haase to approve Ordinance #9456.

City Clerk: Ordinance #9456 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 #9456 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 #9456 is declared to be lawfully adopted upon publication as required by law.

**#9457 – Consideration of Creation of Drainage Improvement District No. 2013-D-4; Westgate Subdivision**

Public Works Director John Collins reported that property owners on the north half of Gold Road east to Claude Road had signed a district creation petition to create Drainage Improvement District No. 2013-D-4 in the Westgate Subdivision.

Motion by Minton, second by Donaldson to approve Ordinance #9457.

City Clerk: Ordinance #9457 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 #9457 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 #9457 is declared to be lawfully adopted upon publication as required by law.

**#9458 – Consideration of Amending Chapter 22-141.1 of the Grand Island City Code Relative to Front Yard Parking**

Police Chief Steve Lamken reported that City Code 22-141.1, Parking in the Front Yards was in conflict with City Code Chapter 36 which established requirements for off street parking. The proposed amended ordinance would eliminate the use of gravel or crushed rock in creating front yard parking.

Discussion was held regarding the number of parking stalls for each residence. Building Department Director Craig Lewis explained the zoning code with regards to front yards. He stated the proposed changes would start from this date forward and would not affect those properties currently having gravel or crushed rock as they would be grandfathered in. If there were changes to those properties then they would have to abide by the new law.

Motion by Gilbert, second by Niemann to approve Ordinance #9458.

City Clerk: Ordinance #9458 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 #9458 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 #9458 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Donaldson, second by Niemann to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 8, 2013 City Council Regular Meeting.

#2013-339 – Approving Final Plat and Subdivision Agreement for Copper Creek Estates Fifth Subdivision. It was noted that The Guarantee Group, LLC, owner had submitted the final Plat and Subdivision Agreement for Copper Creek Estates Fifth Subdivision for the purpose of creating 20 lots located west of Cherokee Avenue S and south of Old Potash Highway containing 5.644 acres.

#2013-340 – Approving Bid Award for 2014 Truck with 60 Foot Articulating Overcenter Aerial Device with 17 Foot Elevator Lift (Unit #69) – Line Division with Altec Industries, Inc. of St. Joseph, MO in an Amount of \$298,227.00.

#2013-341 – Approving Amendment #1 to the Contract for Phelps Control Center Architectural Services with Webb & Company Architects, Inc. of Grand Island, NE in an Amount of \$96,500.00.

#2013-342 – Approving Transformer Maintenance & Testing Services with Solomon Corporation of Solomon, KS in an Amount of \$149,996.88.

#2013-343 – Approving Acquisition of Drainage Easements in Copper Creek Estates Third and Fourth Subdivision (The Guarantee Group, LLC).

#2013-344 – Approving Change Order No. 2 for the Walk to Walnut Safe Routes to School Project with the Diamond Engineering Company of Grand Island, NE for an Increase of \$7,794.90 and a Revised Contract Amount of \$384,058.67.

#2013-345 – Approving Bid Award for Snow Removal Services for the 2013/2014 Winter Season (Street Division) with the Diamond Engineering Company of Grand Island, NE in an Amount of \$120.00 per hour – Trucks for Hauling Snow; \$165.00 per hour – Front End Loaders; and \$175.00 per hour – Motor Graders.

#2013-346 – Approving Renewal of Long Term Disability Policy with CIGNA Group Insurance in an Amount of \$.18 per \$100 of Wages.

#### RESOLUTIONS:

Mayor Vavricek turned the meeting over to Council President Niemann and recused himself from Resolution #2013-347 due to a conflict of interest which was on file in the City Clerk's office.

#2013-347 – Consideration of Approving Declaration of a Site Known as Redevelopment Area 13 Located North of Phoenix Avenue and West of Lincoln Avenue This item related to the aforementioned Public Hearing.

Councilmember Nickerson recused himself from the discussion and vote due to a conflict of interest.

Concerns were mentioned regarding the western portion of the property that was not annexed into the city. Mr. Nabity stated this was not a part of the County Industrial tract and the area not in the city limits could not be used for Tax Increment Financing (TIF) until it was annexed.

Concerns were mentioned by Council that because a building was under construction on the western portion of the property this should not be considered as blighted and substandard. Discussion was held concerning bringing this item back without the western portion of land that was not annexed.

Motion by Dugan, second by Minton to approve Resolution #2013-347. Upon roll call vote, Councilmember Niemann voted aye. Councilmembers Minton, Paulick, Dugan, Gericke, Gilbert, Hehnke, Haase, and Donaldson voted no. Motion failed.

The meeting was turned back over to Mayor Vavricek.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of October 9, 2013 through October 22, 2013, for a total amount of \$6,390,601.71. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Niemann, second by Hehnke to adjourn to Executive Session at 8:10 p.m. for the purpose of a strategy session with respect to pending litigation. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Dugan, second by Gilbert to return to Regular Session at 8:49 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:49 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item G-2**

**Approving Request for Liquor Manager Designation for Roberta Douglas, 1603 Virginia Drive with Platt Duetsche, 1315 West Anna Street**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** November 12, 2013

**Subject:** Request from Roberta Douglas, 1603 Virginia Drive for Liquor Manager Designation for the Platt Duetsche, 1315 Anna Street

**Item #'s:** G-2

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

## **Background**

Roberta Douglas, 1603 Virginia Drive has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Platt Duetsche, 1315 Anna Street.

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

## **Discussion**

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the request from Roberta Douglas, 1603 Virginia for Liquor Manager Designation in conjunction with the Class "C-01472" Liquor License for the Platt Duetsche, 1315 West Anna Street with the stipulation that Ms. Douglas complete a state approved alcohol server/seller training program.

10/25/13  
11:04

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 08:30:00 10/18/2013  
Occurred before : 08:00:00 10/21/2013  
When reported : 13:07:17 10/21/2013  
Date disposition declared : 10/21/2013  
Incident number : L13102690  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License  
Investigation  
Incident address : 1315 Anna St W  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 13680  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	72226	10/23/13	Douglas, Kenneth E	Roberta's
Husband				
NM	105665	10/23/13	Douglas, Roberta M	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club

LAW INCIDENT NARRATIVE:

Roberta Douglas is Applying to be the Liquor Manager at the Platt Duetsche.

LAW INCIDENT OFFENSES DETAIL:

Se Offe	Offense code	Arson Dama
--	----	-----



1 AOFF Alcohol Offense

0.00

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	10:54:12 10/23/2013

318

Grand Island Police Department  
Supplemental Report

Date, Time: Wed Oct 23 10:54:23 CDT 2013  
Reporting Officer: Vitera  
Unit- CID

Roberta Douglas is applying to be the liquor manager at the Platt Duetsche. Roberta is married to Kenneth Douglas, and they have lived in Nebraska since at least 1986. Roberta did not disclose any criminal convictions, and Kenneth signed a Spousal Affidavit of Non-Participation form.

While continuing to look through the application, I noticed under alcohol related training and/or experience, Roberta stated that she has worked in a bar in St. Paul, Nebraska, the Liederkrantz and Whiskey Creek in Grand Island, and many other jobs.

I checked Roberta through Spillman and NCJIS. She does not have any undisclosed convictions. Roberta does not have any outstanding warrants for her arrest, and she has a valid Nebraska driver's license. I searched the Internet for Roberta but couldn't pinpoint her. I also checked a law enforcement-only database and didn't find anything too shocking.

All in all, the application looks fine. Roberta doesn't have any criminal history in Nebraska, and she also has some experience with serving alcohol. The Grand Island Police Department has no objection to Roberta Douglas becoming the liquor manager at the Platt Duetsche.



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-3

**#2013-348 - Approving Declaration of Surplus Property**

**Staff Contact: Steven Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** November 12, 2013

**Subject:** Declaration of Surplus Property

**Item #'s:** G-3

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Police Department recovers numerous abandoned bicycles in the City. Those that are not claimed or returned to an owner are sold at auction as required by law. The Salvation Army has a program to repair bicycles and provide them to people who otherwise could not afford one. The Police Department desires to donate unclaimed bicycles to the Salvation Army and would like the City Council to declare the bicycles as surplus property to do this.

## **Discussion**

The Police Department recovers numerous abandoned bicycles in the City. The Department attempts to locate an owner of the bicycles and must hold the bicycles for a specified length of time. Those that are not claimed or returned to an owner are sold at auction. The auction service does not want to handle the bicycles as many of them are old and damaged. The bicycles bring very low bids that do not make it worth the auction services time. Nor is it worth the Police Department's time and resources to sell the bicycles.

Michael Merritt, the Salvation Army Social Service Director has been conducting a program where he repairs bicycles and then they are donated to people and children who otherwise could not afford a bicycle. The bicycles are donated to people and the Salvation Army does not profit from the program. Mr. Merritt has been conducting this program for over seven years and has repaired and given away over 650 bicycles. Mr. Merritt said that he can use the bicycles and bicycle parts recovered by the Police Department in the Salvation Army program to fix up and repair bicycles.

Declaring bicycles recovered by the Police Department that are not claimed by owners as surplus property will allow the Department to give the bicycles to the Salvation Army.

Mr. Merritt will pick up the bicycles from the Police Department. This will save the Police Department time and resources in arranging for auction. It will also improve the chances of many of our underprivileged children and citizens in receiving a bicycle for transportation and or recreational purposes.

### **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 declare that bicycles recovered by the Police Department that are unclaimed by an owner be declared surplus property and be donated to Salvation Army to be used in their bicycle fix up program.

### **Sample Motion**

Move to declare bicycles recovered by the Police Department that are unclaimed by an owner be declared surplus property and be donated to Salvation Army to be used in their bicycle fix up program.

RESOLUTION 2013-348

WHEREAS, the Grand Island Police Department recovers numerous abandoned bicycles in the City; and

WHEREAS, many of the bicycles are not claimed by owners and remain in Police Department control; and

WHEREAS, the bicycles have minimal monetary value and sell for minimal prices at auction, and

WHEREAS, the Salvation Army operates a bicycle fix up program that provides bicycles to disadvantaged children and citizens without cost; and

WHEREAS, the Salvation Army can use these unclaimed bicycles in the fix up program; and

WHEREAS, the Police Department desires to have the unclaimed bicycles declared surplus property and donated to the Salvation Army.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bicycles recovered by the Police Department that are unclaimed by an owner are surplus property and shall be donated to the Salvation Army to be used in their bicycle fix up program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-4

**#2013-349 - Approving Acquisition of Utility Easement Located East of North Road and South of Westgate Road (NEBCO, Inc.).**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2013-349

WHEREAS, a public utility easement is required by the City of Grand Island, from NEBCO, 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 November 12, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of Lot Two (2), Chief /Westgate Subdivision in the City of Grand Island, Nebraska; thence southerly along the westerly line of said Lot Two (2), a distance of seventy five (75.0) feet, to the Actual Point Of Beginning; thence easterly parallel with the northerly line of said Lot Two (2), a distance of one hundred eighty eight (188.0) feet; thence northerly parallel with the westerly line of said Lot Two (2), a distance of twenty (20.0) feet; thence westerly parallel with the northerly line of said Lot Two (2), a distance of one hundred eighty eight (188.0) feet; thence southerly along the westerly line of said Lot Two (2), a distance of twenty (20.0) feet to the said Point Of Beginning.

The above-described easement and right-of-way containing 0.086 acres, more or less, as shown on the plat dated 10/9/2013, 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 NEBCO, Inc., on the above-described tract of land.

- - -

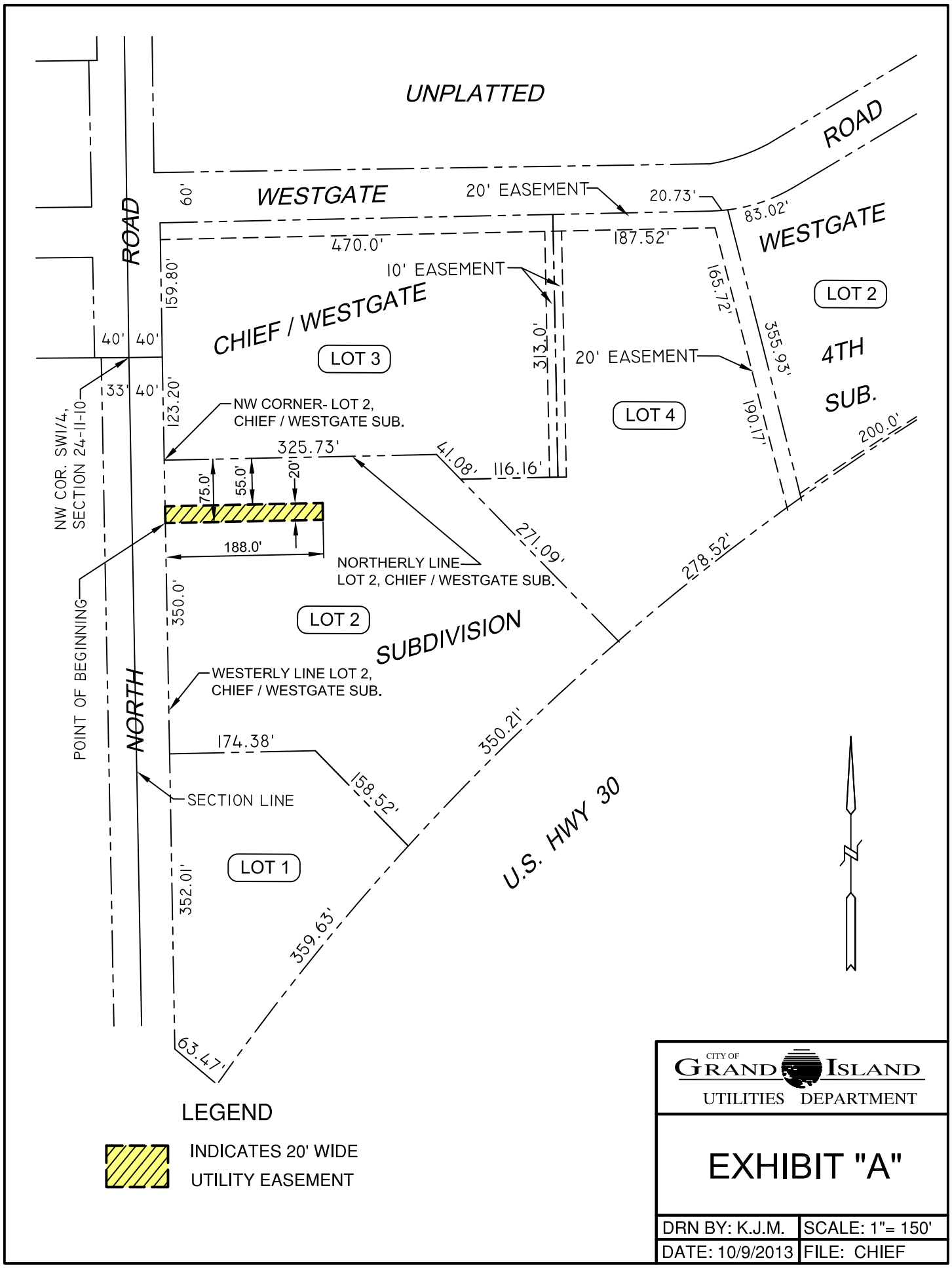
Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney







# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-5

**#2013-350 - Approving Acquisition of Utility Easement Located West of Webb Road and North of Stolley Park Road (Judy D. Hansen & Julie D. Johnson).**

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

Staff Contact: Tim Luchsinger

## RESOLUTION 2013-350

WHEREAS, a public utility easement is required by the City of Grand Island, from Judy D. Hansen and Julie D. Johnson, 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 November 12, 2013, for the purpose of discussing the proposed acquisition of an easement located in the Southeast Quarter (SE ¼), Section twenty four (24), Township Eleven (11) North, Range ten (10), West of the 6<sup>th</sup> pm, Grand Island, Hall County Nebraska. The center line of the twenty (20.0) foot wide utility easement and right-of-way being more particularly described as follows:

Commencing at the Southeast corner of Lot One (1), Dinsdale Subdivision in the City of Grand Island, Hall County, Nebraska; thence Westerly along the Southerly line of said Lot One (1), a distance of fifty two and sixty six (52.66) feet to the ACTUAL Point of Beginning; thence Southerly, perpendicular to the Southerly line of said Lot One (1), a distance of two hundred twenty four (224.0) feet.

The above-described easement and right-of-way containing 0.103 acres, more or less, as shown on the plat dated 10/15/2013, 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 Judy D. Hansen and Julie D. Johnson, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

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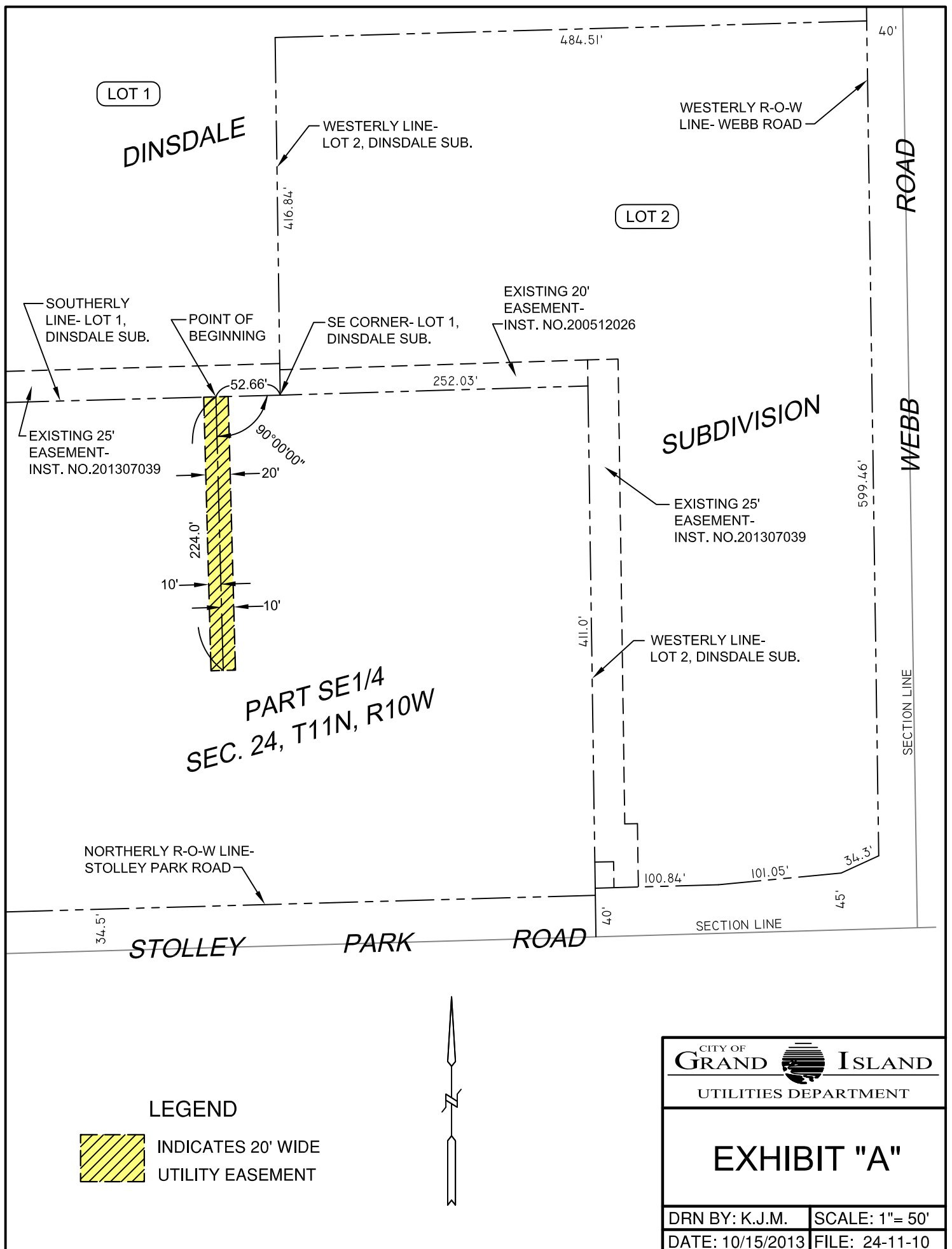
Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney





# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-6

**#2013-351 - Approving Change Order No. 1 for Feedwater Heater  
No. 5 Installation**

Staff Contact: Tim Luchsinger

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director

**Meeting:** November 12, 2013

**Subject:** Feedwater Heater #5 Installation  
Change Order #1

**Item #'s:** G-6

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

## **Background**

The Platte Generating Station utilizes five stages of boiler feedwater heaters in its steam cycle. These feedwater heaters are specialized heat exchangers that use steam from the main turbine-generator to preheat the boiler feedwater and improve the overall plant steam cycle efficiency. One of the feedwater heaters had internal leakage problems which make control of its operation difficult and wall thinning of the feedwater heater tubes is occurring. The heater was original to the plant construction and weighs approximately 18 tons. On December 4, 2012 a contract for a replacement heater was awarded to Thermal Engineering International for \$401,750. Specifications for the installation of this heater were developed by plant engineering staff. On April 9, 2013, the Council awarded the contract for Feedwater Heater #5 Installation to Hayes Mechanical of Omaha, Nebraska, with the bid price of \$84,150.00, for installation during the October, 2013 planned maintenance plant shutdown.

## **Discussion**

Subsequent to awarding the above contracts, changes were made to the original vent location which required extra labor and materials during the installation, which was a change to the original installation bid. Also, upon the removal of the existing feedwater heater, it was found that shortening of the nozzles on the new heater was required to fit the existing inlet/outlet feedwater lines. The 10" nozzles are composed of SA350-LF2 heavy wall carbon steel and require special counterbore equipment and personnel to accommodate welding nozzles to the existing piping, resulting in added labor and materials to the installation contractor. The total changes to the installation contract are for \$26,608.48 for a final installation contract cost of \$110,758.48.

The original Engineer's estimate for the procurement of the new heater and installation was \$650,000.

### **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 approval of Change Order #1 to the Feedwater Heater #5 Installation contract at the Platte Generating Station in the amount of \$26,608.48 for a final contract cost of \$110,758.48.

### **Sample Motion**

Move to approve contract Change Order #1 to the Feedwater Heater #5 Installation contract with Hayes Mechanical, in the amount of \$26,608.48 to the contract amount, for a final contract amount of \$110,758.48.

**Feedwater Heater #5 Installation**

Comments: Additional work required to remove/install new feedwater heater #5

**Contractor: Hayes Mechanical**

**\$84,150.00**

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Changes made to the original vent location which required extra	
002	labor and materials during the installation.	
003	Shortening of the nozzles on the new heater was required to fit	
004	the existing inlet/outlet feedwater lines.	\$ 26,608.48
005		
006		
007		
008		
009		
010		
011		
012		
013		
014		
015		
017		
018		
019		
020		
021		
023		
024		
028		
029		
030		
	Total	\$26,608.48

**INTEROFFICE  
MEMORANDUM**



*Working Together for a  
Better Tomorrow. Today.*

**TO:** Hayes Mechanical  
10608 South 147th Street  
Omaha, NE 68138  
Attn: Larry Grief

**PROJECT:** Feedwater Heater #5 Installation

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

1 Additional payment per the attached spreadsheet.

ADD: \$26,608.48

The original Contract Sum	<u>\$84,150.00</u>
Previous Change Order Amounts	<u>\$0.00</u>
The Contract Sum is increased by this Change Order	<u>\$26,608.48</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$110,758.48</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

**APPROVED: CITY OF GRAND ISLAND**

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

Date: \_\_\_\_\_

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

Approved as to Form, City Attorney

**ACCEPTED: Hayes Mechanical**

By: Jordan Stange

Date: OCTOBER 25, 2013



RESOLUTION 2013-351

WHEREAS, Hayes Mechanical, of Omaha, Nebraska was awarded the contract for Feedwater Heater #5 Installation at Platte Generating Station, at the April 9, 2013 City Council meeting; and

WHEREAS, changes were made to the original vent location which required extra labor and materials during the installation; and

WHEREAS, shortening of the nozzles on the new heater was necessary to fit the existing inlet/outlet feedwater lines requiring special counterbore equipment and personnel to weld the nozzles to the existing piping; and

WHEREAS, Change Order #1 was prepared for a contract adjustment of an additional \$26,608.48, resulting in a final contract amount of \$110,758.48.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Hayes Mechanical, of Omaha, Nebraska, resulting in an additional cost of \$26,608.48 for a final contract price of \$110,758.48, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
November 8, 2013        ☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-7

### **#2013-352 - Approving Agreement for Funding with Clean Community Systems**

Staff Contact: Jaye Monter, Finance Director

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director

**Meeting:** November 12, 2013

**Subject:** Approving Agreement for Funding with Clean Community Systems

**Item #'s:** G-7

**Presenter(s):** Jaye Monter, Finance Director

## **Background**

At budget time each year, the Grand Island Area – Clean Community System requests funding from the City of Grand Island. The 2013-2014 fiscal year request remains the same as the 2012-2013 fiscal year request in the amount of \$20,000 for performing agreed upon services as outlined in the agreement. This amount will represent the eleventh consecutive year of funding at this level. The City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act. The City has been providing funds to the Clean Community System since 1987.

## **Discussion**

Funding for the Grand Island Area – Clean Community System was included in the 2013-2014 budget of the City of Grand Island in the Solid Waste Fund.

## **Alternatives**

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

1. Move to approve the contracts with the Outside Agencies
2. Postpone the issue to future date
3. Modify the resolution to meet the wishes of the Council

## **Recommendation**

City Administration recommends that the Council approve the Outside Agency agreements.

## **Sample Motion**

Move to approve the Funding Agreements for the Outside Agencies.

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2013-2014 fiscal year's budget adopted by City Council on September 10, 2013 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

I. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts three to four times per year on environmental issues.

(B) Develop and print 20,500 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty Thousand and No/100 Dollars (\$20,000.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2014.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Jay Vavricek, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

GRAND ISLAND AREA - CLEAN  
COMMUNITY SYSTEM

By: \_\_\_\_\_  
Pat Wagner, Executive Director

STATE OF NEBRASKA       )  
                                      ) ss  
COUNTY OF HALL        )

On \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Pat Wagner, Executive Director for the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

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

RESOLUTION 2013-352

WHEREAS, the City is authorized to establish and provide for the support of any service, facility or system required by the Integrated Solid Waste Management Act; and

WHEREAS, the City desires to contract with Grand Island Area – Clean Community System to perform certain services associated with environmental education which are required by the Integrated Solid Waste Management Act; and

WHEREAS, the City agrees to pay Grand Island Area – Clean Community System \$20,000 for performing agreed upon services during the 2013-2014 fiscal year as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Grand Island Area – Clean Community System to perform services associated with environmental education.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with Grand Island Area – Clean Community System on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney





# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item G-8**

**#2013-353 - Approving Agreement for Funding with Central District Health Department**

**Staff Contact: Jaye Monter, Finance Director**

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director

**Meeting:** November 12, 2013

**Subject:** Approving Funding with Central District Health Department

**Item #'s:** G-8

**Presenter(s):** Jaye Monter, Finance Director

## **Background**

At budget time each year, the Central District Health Department (CDHD) requests funding from the City of Grand Island. The 2013-2014 fiscal year request remains the same as the 2012-2013 fiscal year request in the amount of \$110,740.62. CDHD has taken proactive measures to contain costs including other revenue sources. This amount will represent the third consecutive year of funding at this level. City funds continue to provide CDHD with a means of assuring strong public health programming and services for the residents of Grand Island.

## **Discussion**

Funding for the Central District Health Department was included in the 2013-2014 budget of the City of Grand Island. No separate agreement is needed with the Central District Health Department, as there is a current inter-local agreement in place which details their services.

## **Alternatives**

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

1. Move to approve the funding to the Central District Health Department
2. Postpone the issue to future date
3. Modify the resolution to meet the wishes of the Council

## **Recommendation**

City Administration recommends that the Council approve the Outside Agency agreements.

## **Sample Motion**

Move to approve the Funding Agreements for the Outside Agencies.

June 14, 2013

Mary Lou Brown, City Administrator  
City of Grand Island  
PO Box 1968  
Grand Island, NE 68802-1968

RE: 2013-14 BUDGET REQUEST

At this time, Central District Health Department (CDHD) requests funding from the City of Grand Island in the amount of \$110,740.62 for the 2013-14 fiscal year. We are proud that over the past years, CDHD has taken proactive measures to contain costs and has pursued other revenue sources while continuing to offer high quality programming. As a result, we have been able to consistently reduce the amount of partners in our interlocal agreement. Our FY 2013-14 funding request of the City is \$24,359.00 or 18% less than our FY 2003-04 funding request of \$135,000. City funds continue to provide us with a means of assuring strong public health programming and services for the residents of Grand Island. As you are aware, City funds continue to provide us with a means of assuring strong public health programming and services for the residents of Grand Island.

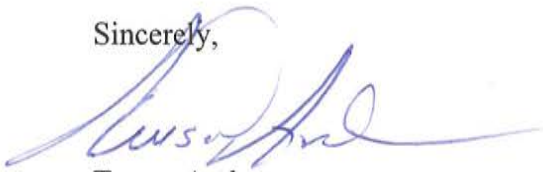
We utilize funds from the City to support a variety of services and programming designed to protect and promote the health of City residents, contributing to the quality of life we enjoy in Grand Island. City funds provide us with a means of providing programs include the Childhood Immunization Program which provides low cost immunizations to children to prevent a variety of contagious diseases. The CDHD Emergency Response Coordinator works closely with the City's Emergency Manager and area first responders to develop and exercise plans to effectively respond to a number of potential scenarios. Environmental Programs include inspections of child care facilities, commercial animal businesses, food and drink establishments, food processing plants, grocery stores and warehouses, mobile food units, public swimming pools, retail markets, tattoo and body piercing businesses and well and septic systems. The Environmental Division also assures compliance to Grand Island's smokefree ordinance (#9158) making all public places and places of employment smokefree. The Environmental Division also conducts the mosquito control program for the City. CDHD staff participate on a variety of City Committees including the Problem Resolution Team, Animal Advisory Board, Plummer's Examining Board, and Ground Water Guardians. Additionally, CDHD works

closely with Department of Environmental Quality, the Department of Agriculture, the Department of Health and Human Services, and other regulatory entities, to assure cooperative efforts are in place promoting clean air and water.

The Interlocal Agreement between CDHD and the City, and Hall, Hamilton and Merrick Counties assigns administration of all matters and activities pertaining to public health within the City and Counties to CDHD. We take this responsibility seriously. It is our intention to continue to provide comprehensive public health services and programming as a means of protecting and promoting the health of our City's residents and assuring a safe environment for all who visit Grand Island.

We thank you for your continued partnership as we work together to make Grand Island a healthy and safe place to live and work. Please do not hesitate to contact me with questions or concerns.

Sincerely,



Teresa Anderson  
Health Director

cc: Chuck Haase, City Council representative to Health Board

RESOLUTION 2013-353

WHEREAS, the City is authorized to establish and provide for the support of any service, facility or system required by the Inter-local Agreement between the Central District Health Department, the City, and Hall, Hamilton and Merrick Counties assigns to all matters and activities pertaining to public health; and

WHEREAS, the City desires to support the Central District Health Department's variety of services and programming designed to protect and promote the health of City residents, contributing to the quality of life in Grand Island; and

WHEREAS, the City agrees to pay Central District Health Department \$110,740.62 for performing those services during the 2013-2014 fiscal year as outlined in the Inter-local Agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute funding on behalf of the City of Grand Island, to the Central District Health Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-9

**#2013-354 - Approving Bid Award for One (1) New Wheel Type Agricultural Tractor for the Solid Waste Division of the Public Works Department**

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

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** November 12, 2013

**Subject:** Approving Bid Award for One (1) New Wheel Type Agricultural Tractor for the Solid Waste Division of the Public Works Department

**Item #'s:** G-9

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

## **Background**

On September 28, 2013 the Solid Waste Division of the Public Works Department advertised for bids for one (1) new wheel type agricultural tractor.

## **Discussion**

Three (3) bids were received and opened on October 15, 2013. The Solid Waste Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. The tractor bid by Fairbanks International of Grand Island, Nebraska listed exceptions to the minimum specifications advertised, but the exceptions noted are actually items that exceed the minimum specifications. A summary of the bids is shown below.

<b><i>Bidder</i></b>	<b><i>Exceptions</i></b>	<b><i>Bid</i></b>
Fairbanks International	Noted	\$72,450.00
Toner's, Inc.	Noted	\$82,444.00
Green Line Equipment	Noted	\$86,845.21

Funds for this purchase were budgeted for Fiscal Year 2014 and are available in account number 50530043-85615.

This new tractor will be a front-line, critical piece of equipment that will be used at the landfill on a daily basis for pulling the alternative daily cover (ADC) machine through the waste to apply the ADC at the end of each working day as required through NDEQ Title 132 regulations. It will also be used for various other tasks such as pulling a manure



spreader to apply mulch to the intermediate cover areas of the landfill for seeding purposes, constructing new perimeter litter fencing, etc.

The current tractor at the landfill (pictured below) that is used to perform these duties is thirteen years old and has had several major maintenance and repair issues over the past few years. We will simply use the old tractor for mowing and other light-duty purposes from this point forward.



### **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 the tractor from Fairbanks International of Grand Island, NE in the amount of \$72,450.00.

### **Sample Motion**

Move to approve the purchase of the tractor from Fairbanks International of Grand Island, NE in the amount of \$72,450.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 15, 2013 at 2:00 p.m.  
**FOR:** (1) New Wheel Type Agricultural Tractor  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$90,000.00  
**FUND/ACCOUNT:** 50530043-85615  
**PUBLICATION DATE:** September 28, 2013  
**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<u>Toner's</u> Grand Island, NE	<u>Fairbanks International</u> Grand Island, NE
<b>Bid Security:</b>	Fidelity & Deposit Co.	Fidelity & Deposit Co.
<b>Exceptions:</b>	Noted	Noted

<b>Bid Price:</b>	\$82,444.00	\$72,450.00
<b>Delivery Date:</b>	May 1, 2014	90 to 120 days

<b>Bidder:</b>	<u>Green Line Equipment</u> Grand Island, NE
<b>Bid Security:</b>	Cashier's Check
<b>Exceptions:</b>	Noted

<b>Bid Price:</b>	\$86,845.21
<b>Delivery Date:</b>	April 30, 2014

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

Catrina DeLosh, PW Admin. Assist.  
Jaye Monter, Finance Director  
Jeff Wattier, Solid Waste Supt.

**P1679**

RESOLUTION 2013-354

WHEREAS, the City of Grand Island invited sealed bids for one (1) New Wheel Type Agricultural Tractor for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on October 15, 2013 bids were received, opened and reviewed; and

WHEREAS, Fairbanks International of Grand Island, NE submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the net amount of \$72,450.00; and

WHEREAS, Fairbanks International's bid is fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Fairbanks International of Grand Island, NE in the net amount of \$72,450.00 for one (1) New Wheel Type Agricultural Tractor is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-10

**#2013-355 - Approving Bid Award for One (1) 2014 Model Four Wheel Drive Front End Loader for the Solid Waste Division of the Public Works Department**

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

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** November 12, 2013

**Subject:** Approving Bid Award for One (1) 2014 Model Four Wheel Drive Front End Loader for the Solid Waste Division of the Public Works Department

**Item #'s:** G-10

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

## **Background**

On October 5, 2013 the Solid Waste Division of the Public Works Department advertised for a 2014 Model Four Wheel Drive Front End Loader. Funds for the loader are in the approved 2013/2014 budget.

## **Discussion**

One (1) bid was received and opened on October 17, 2013. The Solid Waste Division of the Public Works Department and the Purchasing Division reviewed the bid that was received. The loader bid by Nebraska Machinery Company of Doniphan, NE meets all of the specifications. This loader is a front-line piece of equipment that is utilized on a daily basis for pushing and loading solid waste at the Transfer Station for transport to the Landfill for disposal.

This machine will simply replace the 2010 model loader that is being sold back to Nebraska Machinery Company in the amount of \$108,500. This is the amount guaranteed by Nebraska Machinery Company from the purchase of the machine back in 2010 from the total cost of ownership bid process that we typically use to evaluate the most favorable bid when purchasing equipment. A picture of the machine that we are selling back to Nebraska Machinery Company is shown below.

<b>Bidder</b>	<b>Base Price</b>	<b>Repurchasing Agreement</b>	<b>Net Cost of Ownership</b>
Nebraska Machinery Company of Doniphan, NE	\$224,182	4 yrs or 4,000 hrs = \$115,000	\$109,182



### **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 the 2014 Model Four Wheel Drive Front End Loader from Nebraska Machinery of Doniphan, NE for the net cost of \$224,182 with a guaranteed repurchase agreement of \$115,000.

### **Sample Motion**

Move to approve the purchase of the 2014 Model Four Wheel Drive Front End Loader from Nebraska Machinery of Doniphan, NE for the net cost of \$224,182 with a guaranteed repurchase agreement of \$115,000.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 17, 2013 at 2:00 p.m.  
**FOR:** (1) 2014 35,000 lb. 4-Wheel Drive Front End Loader  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$250,000.00  
**FUND/ACCOUNT:** 50530040-85615  
**PUBLICATION DATE:** October 5, 2013  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

**Bidder:** Nebraska Machinery Company  
Doniphan, NE  
**Bid Security:** Travelers Casualty & Surety  
**Exceptions:** None  
**Base Price:** \$224,182.00  
**Trade-in:** None  
**Delivery Date:** 120 Days  
**4 yr Repurchase:** \$115,000.00

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

Catrina DeLosh, PW Admin. Assist.  
Jaye Monter, Finance Director  
Jeff Wattier, Solid Waste Supt.

**P1681**

RESOLUTION 2013-355

WHEREAS, the City of Grand Island invited sealed bids for one (1) 2014 Model Four Wheel Drive Front End Loader for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on October 17, 2013 bids were received, opened and reviewed; and

WHEREAS, Nebraska Machinery Company of Doniphan, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$224,182.00; and

WHEREAS, Nebraska Machinery Company's bid is fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Machinery Company of Doniphan, Nebraska in the net amount of \$224,182.00 for one (1) 2014 Model Four Wheel Drive Front End Loader is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney





# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-11

**#2013-356 - Approving State Bid Award for (1) 2014 1/2 Ton 4x4  
Extended Cab Pickup for the Solid Waste Division of the Public  
Works Department**

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

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** November 12, 2013

**Subject:** Approving State Bid Award for (1) 2014 1/2 Ton 4x4  
Extended Cab Pickup for the Solid Waste Division of the  
Public Works Department

**Item #'s:** G-11

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

## **Background**

The Solid Waste Division of the Public Works Department budgeted for a pickup to be used in the daily operations of the Solid Waste Division. The approved FY 2014 Solid Waste Division budget includes \$27,000.00 for this purchase.

## **Discussion**

The vehicle specifications awarded under State of Nebraska Contract #13634 OC meet all of the requirements for the Solid Waste Division vehicle. Anderson Ford Lincoln Mercury of Lincoln, Nebraska submitted a bid in the amount of \$25,846.00. There are sufficient funds for this purchase in Account No. 50530040-85625. This pickup will replace a 2000 GMC 4x4 pickup (pictured below). Over the past several years, we've had to make multiple costly repairs to the 2000 GMC pickup and we are currently experiencing transmission problems and other mechanical issues with it as well. The 2000 GMC pickup will be sold at auction.



## **Alternatives**

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

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

## **Recommendation**

Public Works Administration recommends that the Council approve the State Bid Award to Anderson Ford Lincoln Mercury in the amount of \$25,846.00 for the 2014 F150 4x4 pickup for the Solid Waste Division of the Public Works Department.

## **Sample Motion**

Move to approve the State Bid Award to Anderson Ford Lincoln Mercury in the amount of \$25,846.00 for the 2014 F150 4x4 pickup for the Solid Waste Division of the Public Works Department.

RESOLUTION 2013-356

WHEREAS, the Solid Waste Division of the Public Works Department of the City of Grand Island budgeted for a vehicle in the 2013/2014 fiscal year; and

WHEREAS, said vehicle, a 2014 Ford F150 4x4 Pickup, can be obtained from the State Contract Holder; and

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

WHEREAS, the funding for such vehicle is provided in the 2013/2014 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2014 Ford F150 4x4 Pickup in the amount of \$25,846.00 from the State Contract Holder, Anderson Ford Lincoln Mercury of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	▣ _____
November 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-12

**#2013-357 - Approving Acquisition of Property for the North Interceptor Phase II, Part A, West Geer Subdivision, South of Capital Avenue and West of Illinois Avenue (James and Joan Welton)**

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

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

RESOLUTION 2013-357

WHEREAS, the City is interested in acquiring property from James A. & Joan H. Welton of Aurora, Colorado, for the North Interceptor Phase II, Part A, Gravity Sanitary Sewer Improvements Project; and more particularly described as follows:

Lot One (1), West Geer Subdivision, in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, Section 19-709, R.R.S. 1943, authorizes the City to appropriate private property for use of the City for public facilities; and

WHEREAS, a public hearing for acquisition of such property was held on November 12, 2013 by the Grand Island City Council; and

WHEREAS, the parties have negotiated a purchase price for the property of \$20,000.00, with \$248.75 in shared cost, to be paid by the City at closing; and

WHEREAS, the Grand Island Abstract, Escrow & Title Company, as agents of the City has prepared conveyance documents of such property; and

WHEREAS, the conveyance documents have 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 acquisition of the above-described property from James A. & Joan H. Welton of Aurora, Colorado, for the purchase price of \$20,000.00, with \$248.75 in shared cost is hereby approved; and

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

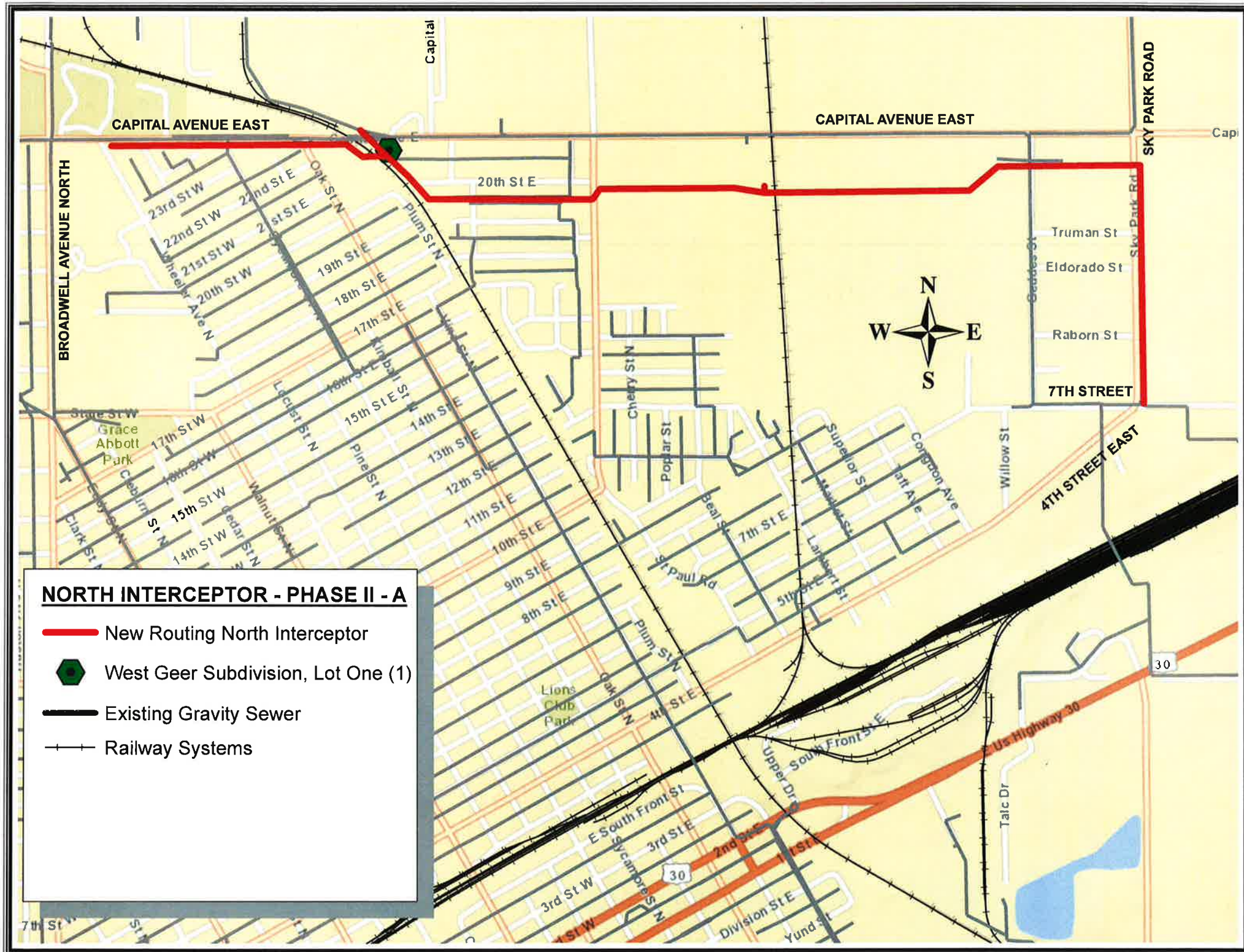
\_\_\_\_\_  
Jay Vavricek, Mayor

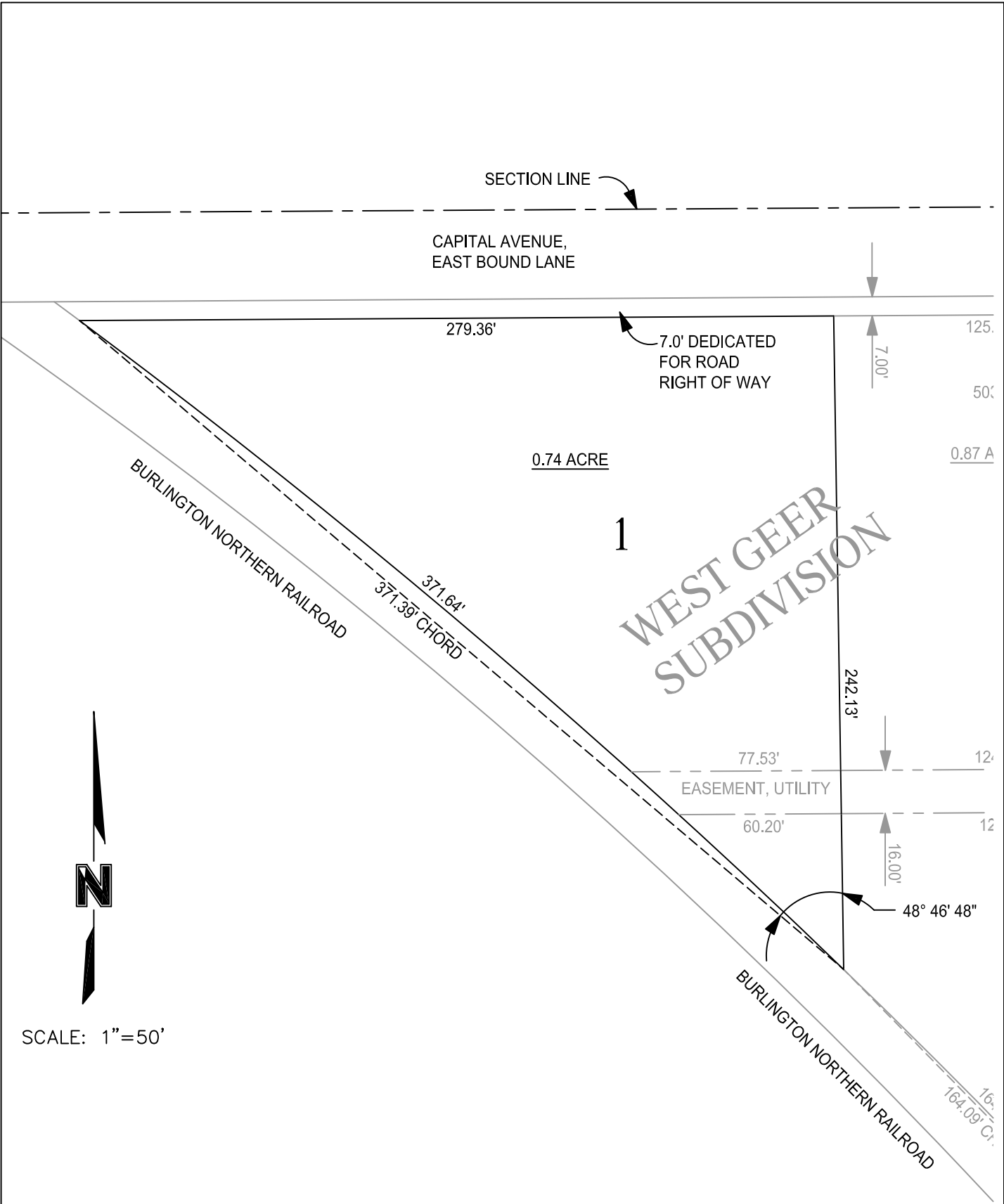
Attest:

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

Approved as to Form	<input type="checkbox"/>	_____
November 8, 2013	<input type="checkbox"/>	City Attorney







**TRACT DESCRIPTION:**  
A TRACT OF LAND COMPRISING OF LOT ONE (1), WEST GEER SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
  
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUNNING SOUTH ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF TWO HUNDRED FORTY TWO AND THIRTEEN HUNDREDTHS (242.13) FEET TO A POINT ON THE EASTERLY RAILROAD RIGHT OF WAY LINE OF BURLINGTON NORTHERN, THENCE DEFLECTING LEFT 48°46'48" AND RUNNING NORTHWESTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE (BEING ON A CURVE TO THE LEFT) A CORD DISTANCE OF THREE HUNDRED SEVENTY ONE AND THIRTY NINE HUNDREDTHS (371.39) FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE RUNNING EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF TWO HUNDRED SEVENTY NINE AND THIRTY SIX HUNDREDTHS (279.36) FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF THIRTY TWO THOUSAND THREE HUNDRED SEVENTY EIGHT AND SIXTY FOUR HUNDREDTH (32,378.64) SQUARE FEET OR SEVENTY FOUR HUNDREDTH (0.74) ACRES MORE OF LESS.

GRAND ISLAND, HALL COUNTY NEBRASKA	 CITY OF <b>GRAND ISLAND</b> PUBLIC WORKS DEPARTMENT	LAND TRACT DESCRIPTION
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# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-13

**#2013-358 - Approving Maintenance Agreement No. 12 Renewal  
with the Nebraska Department of Roads for Calendar Year 2014**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** November 12, 2013

**Subject:** Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Roads for Calendar Year 2014

**Item #'s:** G-13

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

## **Background**

Each year the City and the Nebraska Department of Roads enter into an agreement for the maintenance of Highways within the City Limits. The certification that calendar year 2013 work was performed by the City will be presented at the first January 2014 City Council meeting. The agreement for 2014 has been prepared. The content and scope of the agreement is the same as that of previous years.

## **Discussion**

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2014 will be a payment to the City of \$34,932.00.

## **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 pass a resolution approving Maintenance Agreement No. 12 for calendar year 2014.

### **Sample Motion**

Move to approve Maintenance Agreement No. 12 for calendar year 2014.



## AGREEMENT RENEWAL

Maintenance Agreement No. 12  
Maintenance Agreement between the Nebraska Department of Roads and the  
Municipality of GRAND ISLAND  
Municipal Extensions in GRAND ISLAND

We hereby agree that Maintenance Agreement No. 12 described above be renewed for the period January 1, 2014 to December 31, 2014.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2012 with revised Exhibits B and C (revised 2013) attached.

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

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST: City of \_\_\_\_\_

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Mayor*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Roads*

**DR Form 507, February 2009**

EXHIBIT "B"

CITY OF GRAND ISLAND

Pursuant to Sections 1a, 1b, 1c, 8a, 8b, 8c and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the STATE agrees to pay to the CITY the sum of \$1,900.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the STATE'S responsibility for surface maintenance within the City Limits is 29.98 lane miles.

29.98 lane miles X \$1,900.00 per lane mile = \$56,962.00 due the CITY for surface maintenance.

From Exhibit "C", it is determined that snow removal within City Limits is the responsibility of the CITY. The CITY agrees to pay the STATE the sum of \$500.00 per lane mile for snow removal on those sections of highway within City Limits as listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the City's responsibility for snow removal within the City Limits is 44.06 lane miles.

44.06 lane miles X \$500.00 = \$22,030.00 due the STATE for snow removal.

\$56,962.00 - \$22,030.00 = \$34,932.00 due the CITY and payable as per Section 8d.

**EXHIBIT "C"**

**City of GRAND ISLAND**

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.03	232.77	0.74	2	1.48	1.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 & 281 No. Corporate Limits	US 281	67.45	67.94	.49	4	1.96	*1.96**	
		68.20	72.60	4.40	4	17.60	*17.60**	
<b>TOTALS</b>						<b>67.34</b>	<b>50.30</b>	<b>17.04</b>

**\*\*29.98 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

**\*44.06 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

RESOLUTION 2013-358

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Roads for the term January 1, 2014 through December 31, 2014 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, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	▣ _____
November 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-14

**#2013-359 - Approving Selection of the Diamond Engineering Company for the Construction Contract for the State Street and Capital Avenue Connector Trail Project**

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



# **Council Agenda Memo**

**From:** Scott Griepentstroh, Project Manager

**Meeting:** November 12, 2013

**Subject:** Approving Selection of the Diamond Engineering Company for the Construction Contract for the State Street and Capital Avenue Connector Trail Project

**Item #'s:** G-14

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

## **Background**

All agreements must be approved by the City Council.

The Federal-aid Transportation Enhancement (TE) Program provides funding to construct and restore transportation infrastructure that are not eligible to be funded through other programs. TE activities offer funding opportunities to help expand transportation choices and enhance the transportation experience. Project types eligible for this funding are hike/bike trails, historic preservation, and scenic or historic byways. Approved projects receive up to 80% Federal funding.

The State Street and Capital Avenue Connector Trail Project will construct a 0.5 mile, 10' wide concrete recreational trail for bicycle and pedestrian use in northwest Grand Island. This project will begin on the State Street Trail 0.25 mile west of US Highway 281, extend north within City right-of-way along the west side of the Moores Creek Drainway, and end at the west end of the concrete trail that was recently completed along Capital Avenue under project STPAA-5436 for the Eagle Scout Trail.

A pedestrian bridge will be constructed at the south end of the project over the drainage ditch that parallels State Street.

The 20% match for the project is provided by the City of Grand Island through the Capital Improvements Fund.

## **Discussion**

As specified in the Program Agreement with NDOR, the State advertised and conducted the letting for this project. Two bids were received and opened on October 24, 2013. The

bids were submitted in compliance with the contract, plans and specifications. The bid tabulations are included with this Council item.

<i><b>Bidder</b></i>	<i><b>Exceptions</b></i>	<i><b>Bid</b></i>
The Diamond Engineering Company of Grand Island, NE	None	\$346,845.74
Van Kirk Sand and Gravel, Inc. of Sutton, NE	None	\$393,450.55

The low bid exceeds the Engineer's Estimate project total cost of \$336,189.50. Public Works staff reviewed the bids and determined the low bid to be acceptable. A recent increase in construction activity regionally is considered as one cause for contractors submitting higher bid prices. Also, unit bid prices for the pedestrian bridge items were higher than the unit prices in the Engineer's Estimate, but compared favorably between the two bidding contractors. It is unlikely that re-advertising the project will result in lower bids.

The tentative start date for construction is in late summer of 2014. The project is expected to be completed in late 2014. Public Works staff is currently in the process of negotiating the scope and fee for Construction Engineering services with The Schemmer Associates, Inc.

### **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

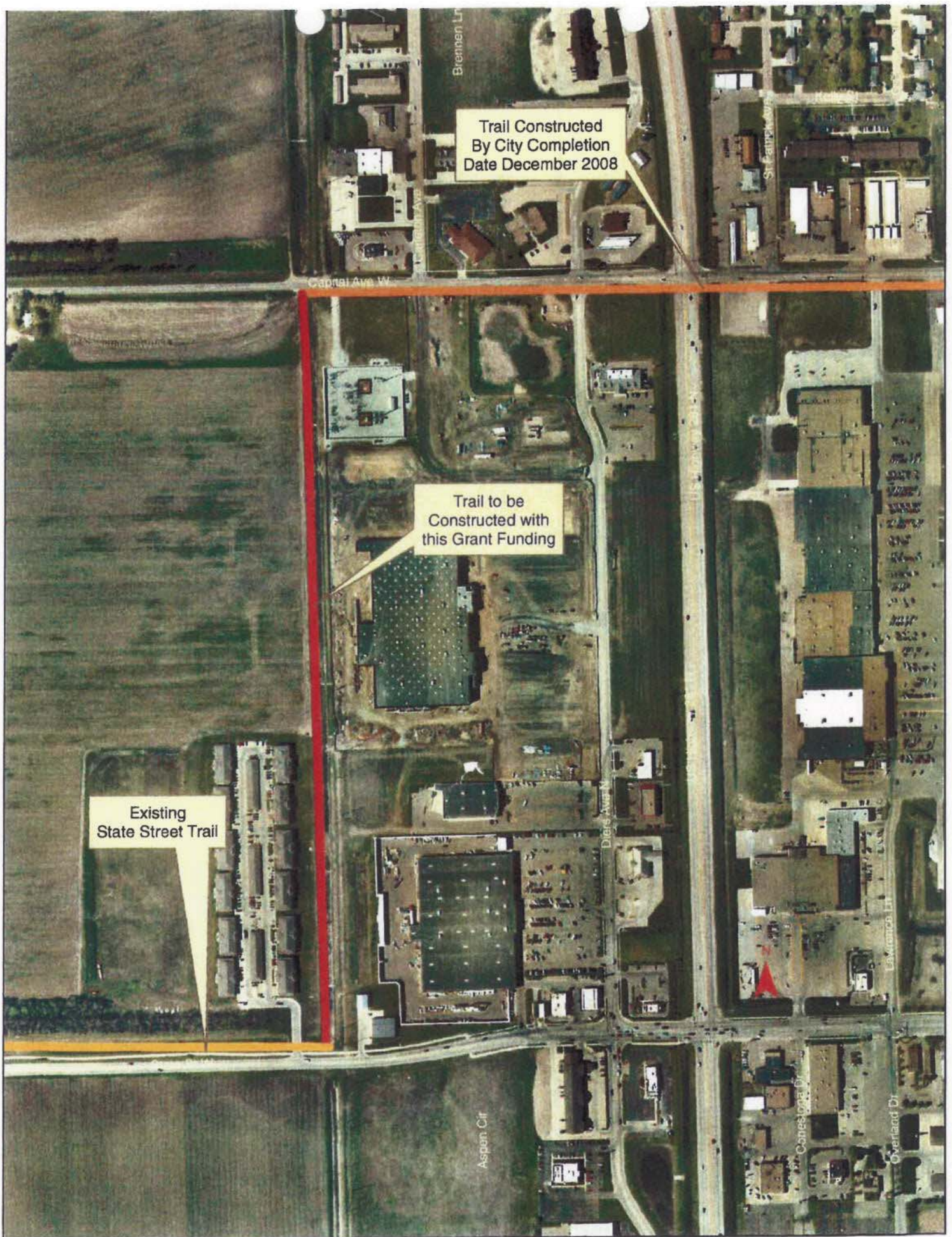
### **Recommendation**

City Administration recommends that the Council approves the selection of The Diamond Engineering Company of Grand Island, Nebraska for the Construction Contract for the State Street and Capital Avenue Connector Trail Project.

### **Sample Motion**

Move to approve the agreement.







Project ENH-40(59)

State Street and Capital Avenue Connector Trail

Project Description

This Trail Project will construct an approximately 0.6 mile, 10' wide concrete recreational trail for bicycle and pedestrian use in northwest Grand Island. This project will begin on the State Street Trail 0.5 mile west of US Highway 281, extend north within City right-of-way along the west side of the Moores Creek Drainway, and end at the west end of concrete trail that was recently completed along Capital Avenue under project STPAA-5436 for the Eagle Scout Trail.

This trail will be constructed within undeveloped City owned right-of-way that abuts an affordable housing development and an area planned for residential development on the west, and abuts an outfall ditch and commercially developed property on the east.

This improvement will serve as a connector for the Shoemaker and State Street Trails and a recently completed segment of the Eagle Scout Trail. This proposed segment is a planned expansion in the City Parks and Recreation Master Plan and shown as a future segment in the City Trail Brochure.

Scope details include:

- Clearing and Grubbing will be required
- Minor Grading will be necessary for the proposed trail profile
- Surveying and Staking will be required
- Areas disturbed during construction will be stabilized utilizing methods of erosion control as shown in the Storm Water Pollution Prevention Plan (SWPPP)
- A concrete box culvert will be constructed at the south end of the proposed trail for the Moore's Creek outfall ditch

(continued)

- Area Inlets and Culvert pipe will be constructed at locations along the proposed trail to accommodate drainage from the west properties
- A modular block retaining wall may be required near the existing box culvert at the north end of the trail
- The proposed trail will be constructed with Portland Cement Concrete, 10' wide and 6" deep
- The subgrade below the concrete trail will be prepared to provide a firm, stable base
- Earth shoulders will be constructed on each side of the proposed trail
- Permanent seed, sod, and erosion control will be placed on all disturbed areas as needed to prevent displacement of the soil
- Bollards will be installed to prevent access of unauthorized vehicles
- Signage meeting MUTCD requirement will be installed

**Project ENH-40(59)**  
**State Street and Capital Avenue Connector Trail**  
**Purpose and Need Statement**

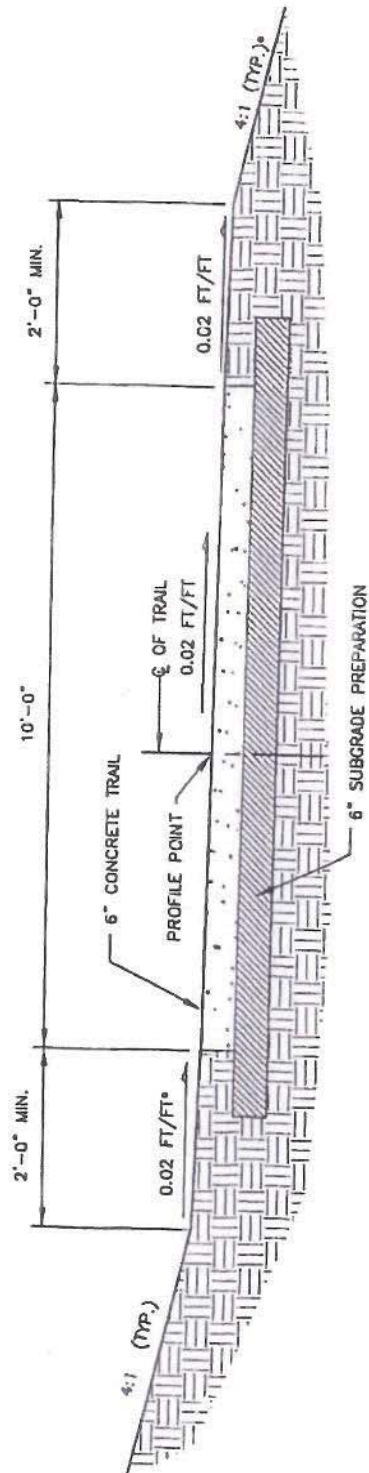
The purpose of this project is to construct a recreational trail to connect existing trails (Shoemaker Trail and State Street Trail) to a recently completed, western segment of the Eagle Scout Trail. This segment is a planned expansion in the City Parks and Recreation Master Plan and shown as a future segment in the City Trail Brochure.

This project will expand the bicycle and pedestrian transportation system in Grand Island. Trails serve community needs by enhancing recreational opportunities and benefiting healthy lifestyles. Trail systems improve safety for active people because trails are for their exclusive use. Motor vehicles are prohibited and signage is installed for users' guidance and safety. Trails also offer economic benefits by providing a desirable amenity for home buyers.

The termini of the proposed project are at existing trails and additional improvements will not be required to make it functional for its intended purpose. Due to the nature of this project, any environmental impact beyond the project limits will be marginal.

The Shoemaker Trail was constructed under Project STPB-40(49) in 2002 (80% Transportation Enhancement funds and 20% City funds). The State Street Trail was constructed under Project STPB-40(40) in 1995 (80% Federal Roadside Enhancement funds and 20% City funds). The segment of the Eagle Scout Trail was constructed under Project STPAA-5436 in 2009 (80% by Federal STP funds and 20% City funds).

The design of this trail will be based on the standards described in the Nebraska Department of Road's Transportation Enhancement Program Trail Design Guidelines.



TYPICAL TRAIL SECTION



## R E S O L U T I O N

WHEREAS, there has been signed by the City of Grand Island on the 27th day of April, 2010, and the State on the 7th day of May, 2010, an agreement providing for the construction of a Federal Aid Project at the following location: Shoemaker Trail, which runs along State Street, to an existing trail along Capital Avenue.

, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as ENH-40(59), and

WHEREAS, the above mentioned agreement provided that the City would pay costs as set forth in the agreement, and

WHEREAS, the State and the City received bids for the construction of this project on October 24, 2013, at which time 2 bids were received for the construction of the proposed work, and

WHEREAS, the following contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

The Diamond Engineering Company, Grand Island, NE

Grading, Concrete Pavement, Culverts, General Items: \$346,845.74

NOW THEREFORE, in consideration of the above facts, the City Council of the City of Grand Island, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Council hereby concurs in the selection of the above mentioned contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

CITY OF GRAND ISLAND

ATTEST:

\_\_\_\_\_  
(Mayor)

Council Member \_\_\_\_\_

\_\_\_\_\_  
(City Clerk)

Moved the adoption of said resolution.

Roll Call: \_\_\_\_\_ yea, \_\_\_\_\_ nay.

Resolution adopted, signed and billed as adopted.





# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-15

**#2013-360 - Approving Agreement for Utility Relocation Services to be performed by the City Utility Department for the Capital Avenue – Webb Road to Broadwell Avenue Project**

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

# **Council Agenda Memo**

**From:** Scott Griepestroh, Project Manager

**Meeting:** November 12, 2013

**Subject:** Approving Agreement for Utility Relocation Services to be performed by the City Utility Department for the Capital Avenue – Webb Road to Broadwell Avenue Project

**Item #'s:** G-15

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

## **Background**

All agreements must be approved by the City Council.

The Capital Avenue – Webb Road to Broadwell Avenue widening project consists of removal of the existing two lane asphalt pavement and construction of a 62 foot wide five-lane concrete roadway. Other planned improvements include construction of concrete sidewalks, updating of the roadway lighting, and storm sewer improvements. The project includes construction of a hike/bike trail through the corridor, which will become the final segment to connect Shoemaker Park to Ashley Park.

The proposed improvements to Capital Avenue start at the intersection of Webb Road and extend east of Broadwell Avenue approximately 1,000 feet to tie into the existing roadway. The purpose of this project is to improve local traffic operations, accommodate future traffic volumes and travel demands, provide continuous pedestrian access, and correct drainage issues along the Capital Avenue corridor.

This project will receive federal funding through the Surface Transportation Program (STP), which has typically been applied on an 80/20 basis. However, due to changes brought about by the new federal highway bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21), federal funding for this project has been capped. Reference is made to Resolution 2013-141 approved by City Council on May 14, 2013.

The improvements require that utilities owned by the City of Grand Island, Northwestern Energy and CenturyLink are relocated due to the roadway widening and the construction of the hike/bike trail.

## **Discussion**

The City of Grand Island Utility Department prepared plans and a cost estimate to relocate the overhead power infrastructure into right-of-way recently acquired for the North Interceptor Sewer project on the north side of Capital Avenue. Relocation of the overhead power lines includes rebuilding underground lines to match. The estimated cost for relocation of the power infrastructure is \$723,353.36.

The City will be reimbursed 80% of the actual costs. The Capital Improvements Program will fund the City's share of 20%.

Olsson Associates plans to submit final design plans to the Nebraska Department of Roads in December, 2013. Acquisition of right-of-way and easements is scheduled to be completed in July, 2014. Construction of this project is anticipated to begin 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 the agreement for Utility Relocation Services to be performed by the City Utility Department for the Capital Avenue – Webb Road to Broadwell Avenue Project.

## **Sample Motion**

Move to approve the agreement.

PROFESSIONAL SERVICES, LPA STAFF  
UTILITY SERVICES

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

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

WITNESSETH

WHEREAS, the LPA and State have entered into a Program Agreement for the above named project executed on June 3, 2011, and identified as Agreement No. BM1106, and

WHEREAS, the approximate location of LPA's project is shown on Exhibit "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the project will be the sole responsibility of the LPA, no State funds will be used for this project, and the State's involvement in this project is expressly limited to acting as the representative of the FHWA for eligibility of the project for federal funding, and

WHEREAS, the LPA desires to use its own staff to perform the necessary professional Utility services for this project using LPA's own staff, and

WHEREAS, the LPA staff is properly qualified to complete this work and meets all applicable requirements of the Nebraska Board of Engineers and Architects to provide professional services for this project, and

WHEREAS, the LPA desires to be reimbursed for this work from Federal funds made available for this project, and

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

WHEREAS, the State is willing to reimburse LPA for its work under this Agreement with federal funds so long as the LPA's services remain eligible for federal funding.

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

SECTION 1. DEFINITIONS

WHEREEVER in this agreement the following terms are used, they shall have the following meaning:

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

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

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

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

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

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

To "TERMINATE" is to end this agreement before the time set out in the TERM OF THE AGREEMENT section.

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. PROGRAM AGREEMENT

All terms of the project Program Agreement will remain in full force and effect. This agreement provides more specific terms related to the preliminary engineering phase of LPA's

project. The terms of the Program Agreement govern over contrary or inconsistent terms of this agreement, unless a provision of this agreement specifically supersedes a provision of the Program Agreement.

#### SECTION 4. TERM OF THE AGREEMENT

This agreement will begin upon proper execution and will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report. (3) acceptance by the LPA of the final payment from the State.

#### SECTION 5. SCOPE OF SERVICES (LPA provided PE)

The LPA shall provide utility services for project URB-5436(5), Control No. 42707 in Hall County, Nebraska.

Upon receiving a written notice to proceed from the State, the LPA shall complete the services required under this agreement as set out in Section 13 of the project Program Agreement and as set out in Exhibit "B", Scope of Services, and the State approved LPA cost estimate, both of which are attached and hereby made a part of this agreement.

The LPA is solely responsible for completing all necessary tasks related to the preliminary engineering for this project. LPA shall comply with all applicable federal, state and local laws and the LPA Manual concerning the preliminary engineering of the project. The plans and specifications must be completed and approved by the State before LPA's work on this phase is considered complete.

#### SECTION 6. LPA STAFF

The LPA will complete the professional services for this project with its own staff. LPA's staff shall be properly qualified by education, training, credentials, and experience to complete the work under this agreement.

#### SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS (This version is for LPA provided professional services agreements only.)

The LPA agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska under this agreement. The LPA hereby agrees to contractually require any Consultants or Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996,

8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated

by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

**SECTION 8. NOTICE TO PROCEED AND COMPLETION DATE**

The State will issue the LPA a written Notice-to-Proceed (NTP) upon full execution of this agreement and upon verification that Federal funding approval has been obtained for the services under this agreement. Any work or services performed by LPA on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement. LPA agrees to prosecute this work promptly to completion, or the LPA will be subject to the provisions of the SUSPENSION OR TERMINATION section of this agreement.

**SECTION 9. REIMBURSEMENT AND INVOICING**

For performance of the services described in this agreement, the LPA will be reimbursed for direct costs and indirect costs as defined below in this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the State policies and the federal cost principles contained in 2 CFR 225 – Cost Principles for State, Local and Tribal Governments and the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$725,000.00, of which \$580,000.00 is the Federal share and \$145,000.00 is the LPA share.

A. **Direct costs** must be incurred specifically for the services performed under this agreement, and include:

1. **Direct Labor Costs** –

(a) **Hourly Rates:** For time devoted and identified specifically for work under this agreement and based upon actual hours as documented by time reports that account for all hours compensated during the pay period and billed at actual labor rates.

(b) Time Reports: The hours charged to the project must be supported by adequate time

distribution records that clearly indicate the distribution of hours to all

projects/activities on a daily basis for the entire pay period. Time reports must

provide a clear identifying link to the projects: such as project description, project

number, pertinent work phase, dates of service, and the individual's name and

position (*as required by LPA Manual Chapter 13, paragraph. 13.4.7*). There must be

an adequate system of internal controls in place to ensure that time charges are

correct and have the appropriate supervisory approval.

2. Labor Fringe Benefits – provided they are:

(a) reasonable,

(b) required either by law, labor agreements or an established policy of the LPA,

(c) are equitably allocated to all activities,

(d) the accounting basis (cash or accrual) is consistently followed by the LPA,

(e) are eligible in accordance with 2 CFR part 225 (OMB Circular A-87), and

(f) the allocation rate has been reviewed and approved by NDOR and/or FHWA for the work under this agreement. Fringe benefit costs include:

1) Paid Leaves (holiday, vacation, sick, court, military, etc.)

2) Employer contributions or expenses for:

(i) Social Security and Medicare

(ii) Employee life and life insurance

(iii) Unemployment insurance

(iv) Worker's compensation insurance

(v) Retirement/Pension plan costs

(vi) Other similar benefits

3. Direct Non-labor costs – These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, subject to limitations and restrictions described below and in the Program Agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; approved equipment purchases or other capital expenditures necessary for the project; and such other allowable items. The State will reimburse the LPA for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work



under this agreement provided that costs of this nature are not also included in an indirect cost rate.

The following expenses will be reimbursed as outlined in this agreement based on actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of LPA owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
  - 2) The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the State the benefit of all discounts.

(c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the LPA employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or  
(b) Employee is on overnight travel.

Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.

(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or

(c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or

(b) Employee is on overnight travel.

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

The LPA shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

**B. Indirect Cost Rates** are incurred for common purposes and provide a benefit to the entire organizational entity. These costs are recovered through an indirect cost rate applied as a percentage to direct labor. LPA's indirect costs will only be allowed under the following conditions:

- 1) The LPA has an indirect cost rate that is supported by an Indirect Cost Allocation Plan (ICAP) which has been developed in accordance with 2 CFR 225 -- Cost Principles for State, Local and Tribal Governments [OMB Circular A-87], and
- 2) The indirect cost allocation rate has been approved in advance by NDOR. *(If the LPA has already in place an ICAP which has been reviewed and approved by the LPA's cognizant Federal agency, the ICAP will be considered for acceptance by FHWA and NDOR.)*

**C. Invoices and Progress Reports.** The LPA shall submit invoices to the State no more frequently than at monthly intervals. The invoices must present actual direct and indirect costs, as described above, billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed. Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the State
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at [www.transportation.nebraska.gov/ftp](http://www.transportation.nebraska.gov/ftp).

If the LPA does not submit a monthly invoice, it shall submit its progress report monthly.

**D. Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and whether the State determines that the work has been properly completed. The State will make a reasonable effort to pay the LPA within 30 days of receipt of the LPA invoices.

E. **Final Invoice.** Upon completion of the work under this agreement, the LPA shall submit their final invoice identifying it as the final invoice.

F. **Final Payment.** Upon determination that the work was adequately substantiated and satisfactory, reimbursement will be made in the amount of 80 percent of the billed eligible actual costs. The acceptance by the LPA of the final payment will constitute and operate as a release to the State for all claims and liability to the LPA, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

G. **Audit and Final Cost Adjustment.** When the work is completed, the State will complete an audit review of the payments made under this agreement. The LPA agrees to reimburse the State for any overpayments identified in the audit review, and the State agrees to reimburse the LPA for any identified underpayments. The LPA agrees to pay the State within thirty days after receipt of a billing from the State.

H. **LPA Cost Record Retention.** The LPA shall maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA under this agreement and project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the LPA shall furnish copies.

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

The LPA understands that it is solely responsible for the quality of the professional services it is providing for this project. LPA believes that LPA employees have the necessary professional training, experience and ability to properly complete the work under this agreement. Examination by the State, or FHWA, or any acceptance or use of, or acquiescence in the LPA's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the LPA's work product which would relieve the LPA from liability or expense that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA pursuant to this agreement.

The LPA further understands that acceptance or approval of any of the work of the LPA by the State or FHWA, or of payment, partial or final, will not constitute a waiver of any rights of the State, or in any way relieve the LPA from any liability or expenses due to error, omission, or

negligence of the LPA in its work. That further, if due to error, omission, or negligence of the LPA, the work product of the LPA is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the LPA's work product is necessary, the LPA shall make such revisions without expense to the State. The LPA shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the LPA discovers errors, omissions, or negligence in its work, it shall notify the State of such within 24 hours. Failure of the LPA to notify the State will constitute a breach of this agreement. The LPA's legal liability for any or all damages incurred by the State or by others caused by error, omission, or negligent acts of the LPA will be borne by the LPA without liability or expense to the State and will not be considered eligible for reimbursement with federal funds.

#### SECTION 11. SUSPENSION OR TERMINATION

##### Suspension:

The State, in its sole discretion, reserves the right to suspend both (1) NDOR's work under this agreement and (2) LPA's right to incur any additional reimbursable costs under this agreements when the State determines that there are project performance, LPA's lack of responsiveness, quality or eligibility issues that must be corrected by LPA. The State shall provide LPA with notice of the suspension including a description of the reason(s) for the suspension, a timeframe for LPA to correct the deficiencies, and when applicable, a description of the actions that must be taken for the State to revoke the suspension.

A suspension may also be imposed by the State for any of the reasons listed in the Termination subsection below, or for any significant change in the scope of the project that has not been previously approved by the State or FHWA. (PE ONLY)

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this agreement.

##### Termination.

This agreement may be terminated for the following reasons:

1. The State and the LPA, by mutual written agreement, may terminate this agreement at any time.
2. The State may terminate this agreement for the following reasons:
  - (a) A decrease or shift in available federal-aid funding that will, in the sole discretion of the State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.

(b) When LPA's project has not been properly advanced as evidenced by the

occurrence of any of the following events:

- (i) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
- (ii) LPA has not advanced the project to Right of Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
- (iii) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by the State.
- (iv) LPA has failed to replace the RC with an RC approved by the State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
- (v) LPA either (1) informs the State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) fails to complete the right of way acquisition process by deed or condemnation action within the time necessary to allow the project to have construction funds authorized within the programmed year of the Surface Transportation Improvement Program (STIP).
- (vi) LPA has failed to cause the project to be ready for the targeted letting date by obtaining construction funds authorization within the programmed year of the STIP.
- (c) LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
- (d) A notice or declaration of FHWA or the State that any part of the project is or has become ineligible for federal funding.
- (e) LPA's failure to sign any State drafted or approved project agreement including supplemental agreements.
- (f) LPA's breach of a provision of this agreement.
- (g) LPA's failure to cause the project to be constructed according to the approved project plans and specifications. CE agreements only.

3. The LPA may terminate the agreement upon sixty (60) days written notice of termination to the State, subject to the LPA meeting the conditions of paragraph 5 below.
4. Prior to the State terminating this agreement, the State shall provide written notice to the LPA of the basis for termination and, when applicable, provide the LPA sixty (60) days to properly resolve all issues identified by the State.
5. Whenever the agreement is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended under this agreement and (b) pay State for all of State's costs under this agreement have not been reimbursed under 5.(a). Further, the LPA will thereafter be solely responsible for all costs under this agreement.

**SECTION 12. DOCUMENT RETENTION (LPA provided):**

The LPA shall retain all applicable documents listed in Section 14.8 of the LPA Manual for the periods of time specified therein.

**SECTION 13. CONFLICT OF INTEREST LAWS**

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE**

**DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID**

**TRANSPORTATION PROJECTS** located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOR Conflict of Interest Disclosure Form for LPAs for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location:

<http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

In the event a consultant is used by the LPA on this project, the Consultant must complete and sign the **Conflict of Interest Disclosure Form for Consultants for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location: <http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>. Consultants and Subconsultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by,

or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

**SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION (LPA PE)**

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

The LPA agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for this project only. The LPA agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The State or the LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to LPA will be marked with the following information (Approved 11/4/11):

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

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

The LPA and the State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the LPA will create liability on the part of the LPA to the State for any damages that may occur as a result of the unauthorized

dissemination. The LPA agrees to hold harmless, indemnify, and release the State for any

liability that may ensue on the part of the State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the LPA.

**SECTION 15. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK**

**SECTION 16. APPLICABLE LEGAL AND PROGRAM REQUIREMENTS**

By requesting reimbursement with Federal-aid funds for its project, LPA agrees to be bound by the applicable provisions of federal, state and local laws concerning transportation projects of this type.

**Title 23 U.S.C., 23 CFR, and 49 CFR** - Title 23, Chapter I, of the United States Code contains most of the federal laws governing this Federal-aid transportation project. Title 23 of the Code of Federal Regulations is a codification of the rules and regulations including provisions governing Federal-aid highway projects administered by the Federal Highway Administration, Department of Transportation. Title 49 of the Code of Federal Regulations, Parts 1-99, also includes regulations applicable to LPA's Federal-aid highway project. The Federal-aid highway program provisions of 49 CFR are found primarily in Parts 18, 19, 24, 26-29, 32, 37 and 38.

LPA also agrees to develop its project in strict compliance with the provisions of the LPA Guidelines Manual for Federal Aid Projects (the Manual), which is hereby incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for projects funded with Federal-aid funds. A current version of the Manual can be found in its entirety at the following internet address:  
<http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>.

**SECTION 17. DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the State or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

**SECTION 18. HOLD HARMLESS PROVISION**

The LPA agrees to save harmless the State from all claims and liability due to the error, omission, or negligence of the LPA or those of the LPA's agents or employees in the performance of work under this agreement.

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



Coordinating Professional: (LPA) As required by Neb.Rev.Stat. § 81-3437, if LPA's

project involves more than one licensed professional engineer or architect, the LPA shall designate a Coordinating Professional for this project and notify the State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in § 81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat. § 81-3401 et. seq.). The Coordinating Professional shall also comply with the provisions of the Act, including Neb.Rev.Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb.Rev.Stat. § 81-3421. LPA's failure to provide written notice to the State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

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

SECTION 20. SUCCESSORS AND ASSIGNS

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

SECTION 21. DRUG FREE WORKPLACE POLICY See Program Agreement

SECTION 22. FAIR EMPLOYMENT PRACTICES ACT See Program Agreement

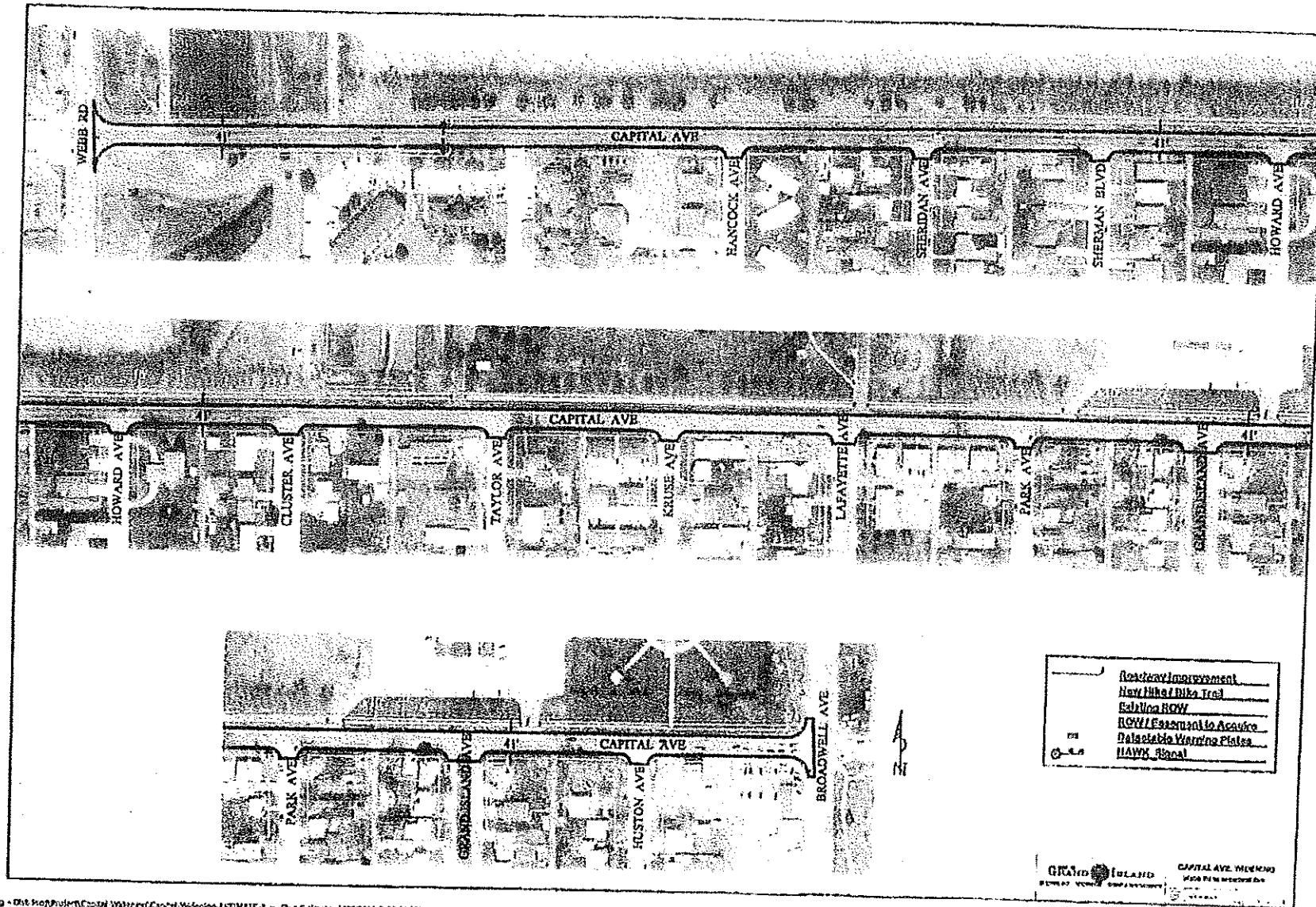
SECTION 23. DISADVANTAGED BUSINESS ENTERPRISES See Program Agreement

SECTION 24. NONDISCRIMINATION See Program Agreement

SECTION 25. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any subletting, assignment, or transfer of any professional services to be performed by the LPA is hereby prohibited unless prior written consent of the State is obtained.





# INTEROFFICE MEMORANDUM



*Working Together for a  
Better Tomorrow. Today.*

**DATE:** September 26, 2013  
**TO:** Scott Griepenstroh, Project Manager, Public Works  
**FROM:** Robert H. Smith, Asst. Utilities Director  
**SUBJECT:** Capital Avenue Widening Project

Relocate Overhead lines and rebuild Underground lines to match:

UG Labor & Equipment	\$ 74,712.00	(160 hrs. @ \$466.95/hr.)
UG Material	\$ 52,150.00	
OH Labor & Equipment	\$223,995.20	(416 hrs. @ \$538.45/hr.)
OH Material	\$240,400.00	

Engineering	\$ 60,000.00	10% of Construction
Switching	\$ 11,554.56	(32 hrs. @ \$361.08/hr.)
Dispatching	\$ 5,241.60	(72 hrs. @ \$72.80/hr.)
Safety - traffic control and cover-up	\$ 19,800.00	(144 hrs. @ various)
Boring Contract	\$ 14,000.00	As bid
Misc.	\$ 21,500.00	Materials & Supplies

**Quote to Olsson Associates \$723,353.36**

Salvage value of wire will be used to offset the cost of disposal and removal of the old poles.

EXHIBIT "B"

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### Labor - Overhead and Underground

<u>Typical Crew</u>	<u>Hourly Rate</u>
Crew Chief	\$ 61.07
Lineworker	\$ 52.47
Lineworker	\$ 52.47
Lineworker	\$ 52.47
Lineworker	\$ 52.47
	\$ 270.95

**\$270.95/hr.**

### Overhead - Equipment

Pick-up	\$ 20.00
Bucket (8488 + 8703)	\$ 66.50
Digger (8670 + 8704)	\$ 64.00
Flatbed	\$ 35.00
80' Bucket (8489 + 8705)	\$ 82.00
	\$267.50

**\$267.50/hr.**

**Total Overhead \$538.45/hr.**

### Underground – Equipment

Pick-up	\$ 20.00
Pick-up	\$ 20.00
Skid Steer (8651)	\$ 28.00
Crane (8812)	\$138.00
	\$196.00

**\$196.00/hr.**

**Total Underground \$466.95/hr.**

### Switch - Equipment

Pick-up	\$ 20.00
Bucket	\$ 35.50
Bucket	\$ 66.50

## Switch - Labor

Supt.	\$ 73.07
Chief	\$ 61.07
Line	\$ 52.47
Line	<u>\$ 52.47</u>
	\$239.08

**\$122.00**

**Total Switch \$361.08/hr.**

<u>Safety – 72 construction days</u>		
Traffic control of work area		
72 days @ 1 hr./day @ \$125/day		\$9,000
1 Pick-up	\$20.00	
2 Lineworkers	\$52.47 x 2 = \$104.94	\$125/hr.
<u>Cover-up of Lines</u>		
32 days @ 2/hrs./day @ \$170/hr. =		\$10,800
1 bucket	\$66.50	
2 Lineworkers	<u>\$104.94</u>	
	\$171.44	
		<b>\$19,800</b>
<u>Dispatching</u>		
72 days @ 1 hr./day		
Dispatcher	\$72.80/hr.	<b>\$5,241.60</b>
No Equipment		

**CAPITAL AVENUE WIDENING PROJECT      \$126,862.00**

**NORTH SIDE OF CAPITAL AVENUE**

• **Radial Feed Underground Dip #1172 (United Vets Club)**

- <u>Labor</u> - (& equipment) 16 hours @ \$466.95 per hour	\$ 7,471.20
- <u>Material</u> - 1/0 3-phase run - 300' x \$35.00/ft.	\$10,500.00
Terminations - Six (6) x \$150	\$ 900.00
Misc. Fittings	\$ 600.00
	<u>\$19,471.20</u>

Expose existing PVC run, install new dip conduit, remove wire, put old and new together, re-pull run and terminate.

- **VETS HOME DIP #1172**

- <u>Labor</u> - (& equipment) 40 hours @ \$466.95	\$18,678.00
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- <u>Material</u> - 1/0 3-phase run - 100' x \$35/ft.	\$ 3,500.00
Box Pad	\$ 2,500.00
Terminations - Six (6) x \$150	\$ 900.00
Misc. Fittings	\$ 600.00
	<u>\$26,178.00</u>

• **SEVEN (7) SLACK SPANS -BOTH SIDES**

- <u>Labor</u> - (& equipment) 8 hours each = 56 x \$466.95	\$26,149.20
---	-------------

- <u>Material</u> - #2 Concentric single-phase cable (800' @ \$10/ft.)	\$ 8,000.00
ND 150 and Junctions x 7	\$ 7,000.00
Terminations and Arrestors - 5 x \$150	\$ 750.00
Misc. Fittings - 7 x 100	\$ 700.00
	<u>\$42,599.20</u>

- <u>Bore each</u> (outside Contractor) - \$2,000 x 7	\$14,000
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**SOUTH SIDE OF CAPITAL AVENUE (to the west end of project)**

- <b>Three (3) Single-phase Dips</b>	
- <u>Labor</u> (& equipment) 32 hours @ \$466.95	\$14,942.40

- <u>Material</u> - #2 Concentric single-phase cable (300' @ \$10/ft.)	\$ 3,000.00
Terminations - Six (6) x \$150	\$ 900.00
Misc. Fittings - 3 x 100	\$ 300.00
	<u>\$19,142.40</u>

<b>ONE (1) THREE-PHASE DIP (to Isle De Grand Area)</b>	
- <u>Labor</u> (& equipment) – 16 Hours x \$466.95	\$ 7,471.20
- <u>Material</u> – 1/0 – 3-Phase run – 300' @ \$35/ft.	\$10,500.00
- Terminations – 6 x \$150	\$ 900.00
- Misc. Fittings	\$ 600.00
	<u>\$19,471.20</u>

Overhead line construction materials follow.

The EO designation is the framing specifications which tell the Crew Chief how to frame the pole and which crossarms to use. There are no new transformers used on this project. All of the existing transformers will be re-used.



**CAPITAL AVE. WEST TO EAST NORTH SIDE**

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	55' POLE	644.80
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	SQUEEZ-ON 508-82	1.01
	<b>TOTAL</b>	<b>874.56</b>

QUANT	MATERIAL	PRICE
1	EO-2B	1,093.85
1	10' HUGHES DEAD END	413.44
2	MACHINE BOLTS 3/4 BY LENGTH	4.60
2	LOCKNUT , 3/4"	0.68
6	SADDLE PIN, JOSLYN #3322-Z	84.96
6	15 KV INSULATOR, Hendrix HPI-55 4, C NECK	28.32
9	INSULATOR- PDI-15 (401015-0215 ) O. B. D/E BELLS	84.15
6	DEADEND CLAMP, MACLEAN, AQD-12-57	316.44
6	PREFORMED WRAPLOCK TIE # WTF-0225	46.38
6	CONNECTORS, 507-82	5.10
2	CONNECTORS, 504-82	2.02
1	55' POLE	644.80
	<b>TOTAL</b>	<b>2,724.74</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	55' POLE	644.80
1	SQUEEZ-ON 504-82	1.01
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
	<b>TOTAL</b>	<b>874.56</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	55' POLE	644.80
1	SQUEEZ-ON, 504-82	1.01
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
	<b>TOTAL</b>	<b>874.56</b>

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QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	55' POLE	644.80
60	GROUND WIRE 1/0 STR. COPPER	96.00
1	S & C #147532RA-S109 W/6 # 4741R2 LUGS	4,160.36
12	CONNECTORS, SQUEEZ-EZ-ON 494-82	38.76
1	CONNECTORS, SQUEEZ-EZ-ON 504-82	1.01
3	ARRESTORS, 10 KV, #ZHP010-OC00100 MPS	80.49
30	350 MCM BARE COPPER 37 STR., (3.30 PER FT.)	99.00
	<b>TOTAL</b>	<b>5,312.67</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	55' POLE	644.80
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
1	SQUEEZ-ON 504-82	1.01
10	# 4 SMART GROUND (.60 PER FT.)	6.00
	<b>TOTAL</b>	<b>874.56</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	55' POLE	644.80
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
1	SQUEEZ-ON 504-82	1.01
10	# 4 SMART GROUND (.60 PER FT.)	6.00
	<b>TOTAL</b>	<b>874.56</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	55' POLE	644.80
50	# 4 COPPER GROUND ( .61 PER FT.)	30.50
1	SQUEEZ-ON 504-82	1.01
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
	TOTAL	874.56

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	55' POLE	644.80
50	# 4 COPPER GROUND ( .61 PER FT.)	30.50
1	SQUEEZ-ON 504-82	1.01
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
	TOTAL	874.56

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	55' POLE	644.80
50	# 4 COPPER GROUND ( .61 PER FT.)	30.50
1	SQUEEZ-ON 504-82	1.01
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
	TOTAL	874.56

QUANT	MATERIAL	PRICE
4	10' HUGHES DEADENDS	1,653.76
1	10' FG ARM	109.24
9	144: FIBERGLASS GUY INSULATOR STICK	224.46
6	10" SCREW ANCHOR	341.22
6	5' EXTENTION JOSLYN #123378	297.54
6	GUY ADAPTER, MPS #6606US	135.72
400	7/16" EHS STEEL GUY WIRE	200.00
16	PREFORM WRAPLOCK, 7/16, # GDE-1108	51.50
18	INSULATOR-PDI-15(401015-0215) O. B. D/E BELLS	168.30
7	SADDLE PIN, #13322-Z	99.05
7	15 KV INSULATOR, HENDRIX HPI-55-3, C-NECK	27.72
17	DEADEND CLAMP, MACLEAN, AOD-12-57	896.58
5	POLE BAND, STRAPS & LAGS	276.00
30	4/0 COPPER STRANDED WIRE ( 2.60 PER FT. )	78.00
60	336 MCM ALUM. ( 1.80 PER FT. )	108.00
5	GUY GUARDS	16.95
10	BOLTS, 3/4 VARIOUS SIZES	22.00
10	LOCKNUTS, 3/4	3.40
24	SQUEEZ-ON /A94-82	77.52
6	SQUEEZ-ON, 504-82	6.06
7	PREFORMED WRAPLOCK TIE #WIT-0225	54.11
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
1	GROUND ROD CLAMP- GGS/8 H BLACKBURN	4.83
1	SQUEEZ-ON 504-82	1.01
50	# 4 COPPER GROUND ( .61 PER FT. )	30.50
1	60' POLE	757.58
	TOTAL	5,647.05

12		QUANT		MATERIAL		PRICE
1	EO-2B		#729			1,093.85
1	15 KV INSULATOR, HENDRIX HPI-55-3, C-NECK					3.96
1	GANG SWITCH, STEEL BASE, S&C # 138412R1-EA2					3,833.00
2	CROSSARM, 10' HUGHES BROS. # B-2391-1E					80.40
2	CROSSARM BRACES, HUGHES BROS. #2045-D-45-9-11					35.70
6	ARRESTORS, # 221609-7324 O/B POLY					201.00
6	HOTLINE CLAMP #C1520 MCLEAN					40.08
6	STIRRUP-ANDERSON #AHL5397-021-E W/COPPER BAIL					113.88
15	INSULATOR-PDI-15(401015-0215) O. B. D/E BELLS					112.20
9	DEADEND CLAMP, MCLEAN, AOD-T2-57					474.66
4	BOLTS, 5/8X MISC.					8.00
2	BOLTS, 1/2 X 6"					1.60
2	BOLTS, 3/4 X MISC.					4.60
1	PIN, JOSLYN POLE TOP # J-740-Z					6.90
2	LOCKNUTS, 3/4					0.68
4	LOCKNUT, 5/8					1.12
2	LOCKNUTS, 1/2					0.44
60	GROUND WIRE 1/0 STR. COPPER					96.00
7	PREFORMED WRAPLOCK TIE #WTF-0225					54.11
1	60' POLE					757.58
	TOTAL					6,919.76

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QUANT	MATERIAL		PRICE
		#637	
13	1	15 KV INSULATOR, HENDRIX HPI-55-3, C-NECK	3.96
	1	GANG SWITCH, STEEL BASE, S&C # 138412R1-EA2	3,833.00
	1	CROSSARM, 10' HUGHES BROS. # B-2391-1E	40.20
	2	CROSSARM BRACES, HUGHES BROS. #2045-D-45-9-11	35.70
	1	EO-2	774.64
	6	SADDLE PIN, JOSLYN #J3322-2	84.96
	7	15 KV INSULATOR, HENDRIX HPI-55-4, C-NECK	27.74
	15	INSULATOR, PDI-15 (401015-0215 ) O. B. D/E BELLS	112.20
	6	ARRESTORS, #221609-7324 O/B POLY	201.00
	6	HOTLINE CLAMP, M/CLEAN, AQD-T2-57	40.08
	1	POLE BAND, STRAPS & LAGS	55.20
	1	10" SCREW ANCHOR	56.87
	1	5' EXTENTION, JOSLYN #J23378	49.60
	1	GUY ADAPTER, MPS #6606US	22.62
	4	BOLTS, 5/8X MISC.	8.00
	2	BOLTS, 1/2 X 6"	1.60
	2	BOLTS, 3/4 X MISC.	4.60
	1	PIN, JOSLYN POLE TOP # J-740-Z	6.90
	2	LOCKNUTS, 3/4	0.68
	4	LOCKNUT, 5/8	1.12
	2	LOCKNUTS, 1/2	0.44
	60	GROUND WIRE 1/0 STR	96.00
	1	POLE, 60'	757.58
		TOTAL	6,214.69

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QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	POLE BAND, STRAPS & LAGS	55.20
1	10" SCREW ANCHOR	56.87
1	5' EXTENTION, JOSLYN #123378	49.60
1	GUY ADAPTER, MPS #6606US	22.62
1	F / G GUY INSULATOR, 36"	13.30
1	F / G GUY INSULATOR, 54"	17.55
1	GUY GUARD	3.39
2	INSULATOR, PDI-15 (401015-0215 ) O. B. D/E BELLS	14.96
2	CLAMP, # HAS - 85N	18.28
1	STIRUP-ANDERSON #AHL597-021-E W/COPPER BAIL	18.98
2	HOTLINE CLAMP, MCLEAN, AQD-T2-57	6.68
10	WRAPLOCK, #GDE-1107 PREFORMED 3/8	4.82
50	# 4 SMART GROUND (.60 PER FT.)	6.00
2	# 4 COPPER GROUND (.61 PER FT.)	30.50
1	BOLT,EYE, 5/8 X MISC.	6.94
4	GUY PLATE, #0501 CHANCE	3.08
4	WASHERS , SQUARE	1.12
1	NUT, EYE 5/8	1.07
4	5/8 LOCKNUTS	1.12
10	1/0 ACSR WIRE	16.50
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>1,298.41</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
60	GROUND WIRE, 1/0 STR. COPPER	96.00
1	POLE 55'	644.80
1	<b>TOTAL</b>	<b>933.05</b>

QUANT	MATERIAL	PRICE
1	EO-1	149.21
1	EO-5	4,628.95
60	GROUND WIRE 1/0 STR. COPPER	96.00
30	WIRE,250 COPPER	39.90
1	POLE, 55'	644.80
12	SQUEEZ-ON ,494-82	38.76
	<b>TOTAL</b>	<b>5,597.62</b>

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-3	192.25
2	INSULATOR, PDI-15 (401015-0215 ) O. B. D/E BELLS	14.96
50	# 4 COPPER GROUND ( .61 PER FT. )	30.50
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
1	POLE, 55'	644.80
2	CLAMP, #HAS-85N	18.28
1	STIRUP-ANDERSON #AHL397-021-E W/COPPER BAIL	18.98
1	HOTLINE CLAMP, MCLAN, AOD-T2-57	6.68
1	F / G GUY INSULATOR, 36"	13.30
1	F / G GUY INSULATOR, 54"	17.55
2	POLE BANDS, STRAPS&LAGS	110.40
1	10" SCREW ANCHOR	56.87
1	5' EXTENTION, JOSLYN #J23378	49.60
1	GUY ADAPTER, MPS #6606US	22.62
1	GUY GUARD	3.39
4	WRAPLOCK, #GDE-1107 PREFORMED 3/8	9.64
	<b>TOTAL</b>	<b>1,215.82</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
50	# 4 COPPER GROUND ( .61 PER FT. )	30.50
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
1	POLE, 55'	644.80
	<b>TOTAL</b>	<b>873.55</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	F/G 8' TANGENT XARM	113.69
3	CUTOUT, 15 KV, SC15HG110-AD ( MPS POLY ONLY )	242.28
3	ARRESTORS, #221609-7324 O/B POLY	100.50
3	STIRUP-ANDERSON #AHL397-021-E W/COPPER BAIL	56.94
3	HOTLINE CLAMP, MCLAN, AOD-T2-57	20.04
50	# 4 COPPER GROUND ( .61 PER FT. )	30.50
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
3	CAPACTORS 500 KVAR	2,805.00
1	POLE, 55'	644.80
30	WIRE, TAP 2 STR.	64.50
20	WIRE, TAP 4 STR.	30.00
	<b>TOTAL</b>	<b>4,306.50</b>

EXHIBIT "B"



QUANT	MATERIAL	PRICE
1	EO-3	192.25
3	CUTOUT, 15 KV, SC1SHG110-AD (MPS POLY ONLY)	242.28
1	EO-2B	1,093.85
4	CLAMP, #HAS-85N	36.56
60	GROUND WIRE 1/0 STR. COPPER	96.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>2,418.52</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	EO-7	5,157.74
60	GROUND WIRE 1/0 STR. COPPER	96.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>6,203.57</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>986.33</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>986.33</b>

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
24		
1	EO-3	192.25
3	BOLTS, EYE, 5/8 X MISC.	15.41
1	INSULATOR, PDI-15 (401015-0215 ) O. B. D/E BELLS	7.48
2	CLAMP, # HAS - 85N	18.28
2	STIRRUP-ANDERSON #AHL397-021-E-W/COPPER BAIL	37.96
2	HOTLINE CLAMP, M/CLEAN, AQD-T2-57	13.36
2	CUTOUT, 15 KV, SC15HG110-AD ( MPS POLY ONLY )	161.52
1	ARRESTORS, #221609-7324 O/B POLY	33.50
2	BOLTS, 5/8 X MISC.	3.06
2	F / G GUY INSULATOR, 36"	26.60
50	# 4 COPPER GROUND ( .61 PER FT.)	30.50
10	WIRE, 4 STR. TAP	15.00
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>1,318.50</b>

QUANT	MATERIAL	PRICE
25		
1	EO-3	192.25
50	# 4 COPPER GROUND ( .61 PER FT.)	30.50
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>986.33</b>

QUANT	MATERIAL	PRICE
26		
1	EO-3	192.25
50	# 4 COPPER GROUND ( .61 PER FT.)	30.50
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
1	POLE, 65'	1,059.89
	<b>TOTAL</b>	<b>1,288.64</b>

QUANT	MATERIAL	PRICE
27		
1	EO-3	192.25
1	EO-7	5,157.74
50	# 4 COPPER GROUND ( .61 PER FT.)	30.50
10	# 4 SMART GROUND ( .60 PER FT. )	6.00
4	CLAMP, # HAS - 85N	36.56
2	F / G GUY INSULATOR, 54"	35.10
1	POLE, 65'	1,059.89
	<b>TOTAL</b>	<b>6,518.04</b>

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-3	192.25
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	TOTAL	986.33

QUANT	MATERIAL	PRICE
1	EO-3	192.25
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	TOTAL	986.33

QUANT	MATERIAL	PRICE
1	EO-3	192.25
60	GROUND WIRE 1/0 STR. COPPER	96.00
1	ARRESTOR/ CUTOUT BRACKET	40.92
1	CUTOUT, 15 KV, SCISHG10-AD ( MPS POLY ONLY )	80.76
2	CLAMP, # HAS - 85N	18.28
1	STRRUP-ANDERSON #AHL5397-021-E W/COPPER BAIL	18.98
1	HOTLINE CLAMP, MCLAN, AOD-T2-57	6.68
2	BOLTS, EYE, 5/8 X MISC.	12.28
10	WIRE, 4 STR. TAP	15.00
1	INSULATOR, PDI-15 (401015-0215 ) O. B. D/E BELLS	7.48
1	POLE, 60'	757.58
	TOTAL	1,246.21

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	F/G 8' TANGENT XARM	113.69
3	CUTOUT, 15 KV, SC15HG110-AD (MPS POLY ONLY)	242.28
3	ARRESTORS, #221609-7324 O/B POLY	100.50
3	STIRRUP-ANDERSON #AHIS397-021-E W/COPPER BAIL	56.94
3	HOTLINE CLAMP, M/CLEAN, AOD-T2-57	20.04
4	BOLTS, 5/8 X MISC.	6.08
1	TRANS. CLUSTER	161.90
1	POLE, 60'	757.58
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
30	WIRE, TAP 4 STR.	45.00
	TOTAL	1,732.76

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	EO-7	5,157.74
1	POLE, 60'	757.58
60	GROUND WIRE 1/0 STR. COPPER	96.00
	TOTAL	6,203.57

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	O/H GUY	314.55
2	CUTOUT, 15 KV, SC15HG110-AD (MPS POLY ONLY)	161.52
2	ARRESTORS, #221609-7324 O/B POLY	67.00
2	STIRRUP-ANDERSON #AHIS397-021-E W/COPPER BAIL	37.96
3	HOTLINE CLAMP, M/CLEAN, AOD-T2-57	13.36
1	F/G GUY INSULATOR, 36"	13.30
1	INSULATOR, PDI-15 (401015-0215) O. B. D/E BELLS	7.48
2	BOLTS, 5/8 X MISC.	3.00
2	WASHERS, CURVED	4.00
2	CLAMP # HAS - 85N	18.28
1	POLE, 60'	757.58
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
	TOTAL	1,626.78

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-1	149.21
1	EO-5	4,628.95
1	POLE, 60'	757.58
60	GROUND WIRE 1/0 STR. COPPER	96.00
	TOTAL	5,631.74

QUANT	MATERIAL	PRICE
1	EO-3	192.25
3	ARRESTORS, #221609-7324 O/B POLY	100.50
3	STIRRUP-ANDERSON #AHL397-021-E W/COPPER BAIL	56.94
3	HOTLINE CLAMP, MCLEAN, AQD-T2-57	13.36
1	POLE, 60'	757.58
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
	TOTAL	1,157.13

QUANT	MATERIAL	PRICE
1	EO-3	192.25
2	INSULATOR, PD-15 (401015-0215) O. B. D/E BELLS	14.96
2	CLAMP, # HAS - 85N	18.28
60	GROUND WIRE 1/0 STR. COPPER	96.00
1	ARRESTOR/ CUTOUT BRACKET	40.92
1	CUTOUT, 15 KV, SC15HG110-AD (MPS POLY ONLY)	80.76
1	HOTLINE CLAMP, MCLEAN, AQD-T2-57	6.68
1	STIRRUP-ANDERSON #AHL397-021-E W/COPPER BAIL	18.98
4	SQUEEZ-ON 504-82	4.04
1	SQUEEZ-OI N508-82	0.85
1	POLE, 60'	757.58
20	WIRE, TAP 4 STR.	30.00
	TOTAL	1,261.30

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	EO-7	5,157.74
1	POLE, 60'	757.58
60	GROUND WIRE 1/0 STR. COPPER	96.00
30	WIRE, 350 MCM STR. COPPER	99.00
	TOTAL	6,302.57

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-3	192.25
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>986.33</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	ARRESTOR/CUTOUT BRACKET	40.92
1	CUTOUT, 15 KV, SC15HG110-AD (MPS POLY ONLY)	80.76
1	HOTLINE CLAMP, MCLAN, AQD-12-57	6.68
1	STRUP-ANDERSON #AHLS397-021-E W/COPPER BAIL	18.98
1	F / G GUY INSULATOR, 36"	13.30
10	WIRE, 4 STR. TAP	15.00
2	BOLTS, EYE, 5/8 X MISC.	6.14
60	GROUND WIRE, 1/0 STR. COPPER	96.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>1,227.61</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>986.33</b>

QUANT	MATERIAL	PRICE
1	EO-3	192.25
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>986.33</b>

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-1	149.21
1	EO-2A	1,366.79
1	PIN, JOSLYN POLE TOP # J-740-Z	6.90
4	SADDLE PIN, JOSLYN #J3322-2	56.64
3	INSULATOR, PDI-15 (401015-0215) O. B. D/E BELLS	22.44
2	CLAMP # HAS - 85N	18.28
3	144: FIBERGLASS GUY INSULATOR STICK	74.82
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
7	WRAPLOCK # WTC-121	56.56
10	# 4 SMART GROUND (.60 PER FT.)	6.00
10	15 KV INSULATOR, HENDRIX HPI-55-3, C-NECK	39.60
1	POLE, 60'	757.58
	TOTAL	2,585.32

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	ARRESTOR/ CUTOUT BRACKET	40.92
1	CUTOUT, 15 KV, SC15HG110-AD (MPS POLY ONLY)	80.76
1	HOTLINE CLAMP, MCLEAN, AQD-T2-57	6.68
1	STIRRUP-ANDERSON #AHL5397-021-E W/COPPER BAIL	18.98
2	BOLTS, 5/8 XMISC	3.00
2	WASHERS, CURVED	4.00
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	TOTAL	1,140.67

EXHIBIT "B"

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44	QUANT	MATERIAL	PRICE
	1	EO-3	192.25
	1	EO-2B	1,093.85
	1	OH GUY	314.55
	100	WIRE, GUY 3/8	33.00
	1	POLE BANDS, STRAPS&LAGS	50.20
	2	144: FIBERGLASS GUY INSULATOR STICK	49.88
	2	SADDLE PIN, JOSLYN #13322-2	28.32
	2	15 KV INSULATOR, HENDRIX HPI-55-3, C-NECK	7.92
	2	BOLTS, EYE, 5/8 X MISC.	12.28
	6	SQUEEZ-ON ,494-82	19.38
	50	# 4 COPPER GROUND (.61 PER FT.)	30.50
	10	# 4 SMART GROUND (.60 PER FT.)	6.00
	1	POLE, 60'	757.58
	1	10" SCREW ANCHOR	56.87
	1	5' EXTENTION ,JOSLYN #123378	49.60
	1	GUY ADAPTER, MPS #6606US	22.62
	1	GUY GUARD	3.39
	4	WRAPLOCK, #GDE-1107 PREFORMED 3/8	9.64
		TOTAL	2,737.83

45	QUANT	MATERIAL	PRICE
	1	EO-3	192.25
	1	EO-2B	1,093.85
	1	POLE BANDS, STRAPS&LAGS	50.20
	1	144: FIBERGLASS GUY INSULATOR STICK	24.94
	100	WIRE, GUY 3/8	33.00
	1	F / G GUY INSULATOR, .54"	17.55
	2	SADDLE PIN, JOSLYN #13322-2	28.32
	2	15 KV INSULATOR, HENDRIX HPI-55-3, C-NECK	7.92
	4	CLAMP # HAS - 85N	36.56
	2	BOLTS, EYE, 5/8 X MISC.	12.28
	3	SQUEEZ-ON ,494-82	9.69
	50	# 4 COPPER GROUND (.61 PER FT.)	30.50
	10	# 4 SMART GROUND (.60 PER FT.)	6.00
	1	POLE, 60'	757.58
	1	10" SCREW ANCHOR	56.87
	1	5' EXTENTION ,JOSLYN #123378	49.60
	1	GUY ADAPTER, MPS #6606US	22.62
	1	GUY GUARD	3.39
	4	WRAPLOCK, #GDE-1107 PREFORMED 3/8	9.64
		TOTAL	2,442.76

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-1	149.21
1	EO-5	4,628.95
6	HOTLINE CLAMP, MCLEAN, AQD-12-57	40.08
6	STIRRU-ANDERSON #AHL397-021-E W/COPPER BAIL	113.88
60	WIRE, 1/0 STR. COPPER	96.00
1	POLE, 60'	757.58
30	WIRE, 350 MCM STR. COPPER	99.00
	TOTAL	5,884.70

QUANT	MATERIAL	PRICE
1	EO-1	149.21
1	EO-2A	1,366.79
2	SADDLE PIN, JOSLYN #3322-2	28.32
2	15 KV INSULATOR, HENDRIX HPI-55-3, C-NECK	7.92
6	SQUEEZ-ONS, 494-82	19.38
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	TOTAL	2,365.70

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	ARRESTOR/CUTOUT BRACKET	40.92
1	CUTOUT, 15 KV, SC15HG130-AD (MPS POLY ONLY)	80.76
1	HOTLINE CLAMP, MCLEAN, AQD-12-57	6.68
1	STIRRU-ANDERSON #AHL397-021-E W/COPPER BAIL	18.98
1	ARRESTORS, #221609-7324 O/B POLY	33.50
2	BOLTS, 5/8 XMISC	3.00
2	WASHERS, CURVED	4.00
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	TOTAL	1,174.17

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	EO-1	149.21
3	CUTOUT, 15 KV, SC15HG110-AD (MPS POLY ONLY)	242.28
3	HOTLINE CLAMP, MCLEAN, AQD-12-57	20.04
3	STIRRUP-ANDERSON #AHL5397-021-E W/COPPER BAIL	56.94
3	ARRESTORS, #221609-7324 O/B POLY	100.50
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
1	F/G 8' TANGENT XARM	113.69
4	BOLTS, 5/8 X MISC.	6.08
2	WASHERS, CURVED	4.00
1	TRANS. CLUSTER	161.90
30	WIRE, TAP 4 STR.	45.00
	TOTAL	1,885.97

GRAND TOTAL----- 120,285.04

EXHIBIT "B"

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**CAPITAL AVE. WEST TO EAST SOUTHSIDE**

QUANT	MATERIAL	PRICE
1	EO-1	149.21
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	<b>TOTAL</b>	<b>943.29</b>

QUANT	MATERIAL	PRICE
1	EO-2B	1,093.85
1	POLE BANDS, STRAPS&LAGS	50.20
1	F / G GUY INSULATOR, 54"	17.55
3	SADDLE PIN, JOSLYN #J3322-2	42.48
3	15 KV INSULATOR, HENDRIX HPI-55-3, C-NECK	11.88
2	CLAMP, # HAS - 85N	36.56
6	DEADEND CLAMP, MCLEAN, AQD-T2-57	316.44
6	INSULATOR, PDI-15 (401015-0215 ) O. B. D/E BELLS	66.88
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 55'	644.80
	<b>TOTAL</b>	<b>2,317.14</b>

QUANT	MATERIAL	PRICE
1	EO-2B	1,093.85
1	POLE BANDS, STRAPS&LAGS	50.20
1	F / G GUY INSULATOR, 54"	17.55
3	SADDLE PIN, JOSLYN #J3322-2	42.48
3	15 KV INSULATOR, HENDRIX HPI-55-3, C-NECK	11.88
10	CLAMP, # HAS - 85N	182.80
3	INSULATOR, PDI-15 (401015-0215 ) O. B. D/E BELLS	33.45
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
6	SQUEEZ-ON ,494-82	19.88
1	POLE, 50'	590.45
	<b>TOTAL</b>	<b>2,079.04</b>

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-5	4,628.95
8	CLAMP, # HAS - 85N	146.24
12	INSULATOR, PDI-15 (401015-0215) O. B. D/E BELLS	133.80
8	CLAMP, # HAS - 85N	146.24
60	WIRE, 1/0 STR. COPPER	96.00
6	SQUEEZ-ON, 494-82	19.88
30	WIRE, 350 MCM STR. COPPER	99.00
1	POLE, 45'	590.45
	TOTAL	5,860.56

QUANT	MATERIAL	PRICE
1	EO-1	149.21
	EO-7	5,157.74
60	WIRE, 1/0 STR. COPPER	96.00
6	SQUEEZ-ON, 491-82	13.80
30	WIRE TAP, 2 STR. COPPER	64.50
1	POLE, 45'	590.45
	TOTAL	6,071.70

QUANT	MATERIAL	PRICE
1	EO-1	149.21
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 45'	590.45
	TOTAL	776.16

QUANT	MATERIAL	PRICE
1	EO-1	149.21
1	ARRESTOR/ CUTOUT BRACKET	40.92
1	CUTOUT, 15 KV, SC15HG110-AD ( MPS POLY ONLY )	80.76
1	ARRESTORS, #221609-7324 O/B POLY	33.50
20	WIRE, TAP 4 STR.	30.00
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 45'	590.45
	TOTAL	961.34

EXHIBIT "B"

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QUANT	MATERIAL	PRICE
1	EO-1	149.21
1	ARRESTOR/ CUTOUT BRACKET	40.92
1	CUTOUT, 15 KV, SC15HG110-AD ( MPS POLY ONLY )	80.76
1	INSUL. TUBE-CENT, 1 MOL #311014-61: 12" X .38" ID	9.79
1	WILD LIFE GUARDS- SHEDMOUNT #703 803 40	4.10
1	ARRESTORS, #221609-7324 O/B POLY	33.50
2	BOLTS, 5/8 X MISC.	3.00
20	WIRE, TAP 4 STR.	30.00
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT. )	6.00
1	POLE, 45'	590.45
	<b>TOTAL</b>	<b>978.23</b>

QUANT	MATERIAL	PRICE
1	EO-1	149.21
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT. )	6.00
1	POLE, 45'	590.45
	<b>TOTAL</b>	<b>776.16</b>

QUANT	MATERIAL	PRICE
1	EO-1	149.21
1	ARRESTOR/ CUTOUT BRACKET	40.92
1	CUTOUT, 15 KV, SC15HG110-AD ( MPS POLY ONLY )	80.76
1	ARRESTORS, #221609-7324 O/B POLY	33.50
20	WIRE, TAP 4 STR.	30.00
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT. )	6.00
1	POLE, 45'	590.45
	<b>TOTAL</b>	<b>961.34</b>

EXHIBIT "B"

Page 26 of 28

QUANT	MATERIAL	PRICE
1	EO-1	149.21
1	ARRESTOR/ CUTOUT BRACKET	40.92
1	CUTOUT, 15 KV, SC15HG110-AD ( MPS POLY ONLY )	80.76
1	ARRESTORS, #221609-7324 O/B POLY	33.50
20	WIRE, TAP 4 STR.	30.00
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 45'	590.45
	TOTAL	961.34

QUANT	MATERIAL	PRICE
1	EO-1	
1	F/G 8' TANGENT XARM	113.69
3	CUTOUT, 15 KV, SC15HG110-AD ( MPS POLY ONLY )	242.28
3	ARRESTORS, #221609-7324 O/B POLY	100.50
3	STIRUP-ANDERSON #AHLS397-021-E W/COPPER BAIL	56.94
3	HOTLINE CLAMP, MCLEAN, AOD-T2-57	20.04
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
3	CAPACITOR, 200 KVAR	1,905.00
1	POLE, 45'	590.45
	TOTAL	3,065.40

QUANT	MATERIAL	PRICE
1	EO-5	
2	144: FIBERGLASS GUY INSULATOR STICK	4,628.95
1	POLE BANDS, STRAPS&LAGS	49.88
1	F / G GUY INSULATOR, 54"	50.20
4	WRAPLOCK, #GDE-1107 PREFORMED 3/8	17.55
1	GUY GUARD	9.64
60	WIRE, 1/0 STR. COPPER	3.39
1	POLE, 50	96.00
	TOTAL	5,446.03

EXHIBIT "B"

Page 27 of 28

QUANT	MATERIAL	PRICE
1	EO-3	192.25
1	EO-2	774.64
50	# 4 COPPER GROUND (.61 PER FT.)	30.50
10	# 4 SMART GROUND (.60 PER FT.)	6.00
1	POLE, 60'	757.58
	TOTAL	1,760.97

14

GRAND TOTAL 32,958.70

EXHIBIT "B"

Page 28 of 28

RESOLUTION 2013-360

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

WHEREAS, City of Grand Island understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, City of Grand Island and Nebraska Department of Roads (NDOR) wish to enter into a new Project Professional Agreement setting out the various duties and funding responsibilities for the Federal-aid project, and

WHEREAS, by the City Council of the City of Grand Island that:  
Jay Vavricek, Mayor of the City of Grand Island, is hereby authorized to sign the attached Project Utility Program Agreement between the City of Grand Island and the NDOR.

City of Grand Island is committed to providing local funds for the project as required by the Project Professional Agreement.

NDOR Project Number: URB-5436(5)

NDOR Control Number: 42707

NDOR Project Name: Capital Avenue from Webb Road to Broadwell Avenue in Grand Island

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2012.

The City Council of the City of Grand Island

John Gericke

Chuck Haase

Mike Paulick

Linna Dee Donaldson

Julie Henke

Vaughn Minton

Mitch Nickerson

Peg Gilbert

Bob Niemann

Board/Council Member \_\_\_\_\_ moved the adoption of said resolution  
Member \_\_\_\_\_ seconded the motion

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

Resolution Adopted, signed and billed as adopted

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
November 8, 2013	<input type="checkbox"/> City Attorney





# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-16

**#2013-361 - Approving Certificate of Final Completion for the 2013 Asphalt Resurfacing Project No. 2013-AC-1**

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

# **Council Agenda Memo**

**From:** Scott Griepenstroh, PW Project Manager

**Meeting:** November 12, 2013

**Subject:** Approving Certificate of Final Completion for the 2013 Asphalt Resurfacing Project No. 2013-AC-1

**Item #'s:** G-16

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

## **Background**

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded a \$439,184.16 contract on March 26, 2013. Work on the project commenced on June 3, 2013 and was completed on August 21, 2013.

This year's work involved asphalt resurfacing on the following streets:

**Section #1.** Pioneer Boulevard; Blaine Street to Stolley Park Road

**Section #2.** Northwest Avenue; Capital Avenue to Utah Avenue

**Section #3.** Fonner Park Road; Pleasant View Drive to Stuhr Road

**Section #4.** Husker Highway; Regal Drive to concrete header west of US Highway 281

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$439,423.75.

The project was overrun by \$239.60.

## **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 Certificate of Final Completion for Asphalt Resurfacing Project No. 2013-AC-1.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2013-AC-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2013-AC-1  
CITY OF GRAND ISLAND, NEBRASKA  
November 12, 2013

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that Asphalt Resurfacing Project No. 2013-AC-1 has been fully completed by Gary Smith Construction Co., Inc. of Grand Island, Nebraska under the contract dated March 26, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Asphalt Resurfacing Project No. 2013-AC-1**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Bid Section #1 - Pioneer Boulevard, Blaine St to Stolley Park Rd</b>					
1	Milling	12,100.00	s.y.	\$1.42	\$17,182.00
2	Asphaltic Concrete, Type SPL (B)	989.83	ton	\$21.50	\$21,281.35
3	Performance Graded Binder (64-34)	14,231.94	gal	\$2.84	\$40,418.71
4	Tack Coat	1,550.00	gal	\$1.00	\$1,550.00
5	Asphaltic Concrete for Patching, Type SPL (B)	148.95	ton	\$60.00	\$8,937.00
<b>Total Bid Section #1 =</b>					<b>\$89,369.05</b>

### **Bid Section #2 - Northwest Ave; Capital Ave to Utah Ave**

1	Milling	9,700.00	s.y.	\$2.31	\$22,407.00
2	Asphaltic Concrete, Type SPL (B)	1,063.10	ton	\$22.00	\$23,388.20
3	Performance Graded Binder (64-34)	14,114.32	gal	\$2.84	\$40,084.67
4	Tack Coat	1,575.00	gal	\$1.00	\$1,575.00
5	Asphaltic Concrete for Patching, Type SPL (B)	7.50	ton	\$60.00	\$450.00
<b>Total Bid Section #2 =</b>					<b>\$87,904.87</b>

### **Bid Section #3 - Fonner Park Rd; Pleasant View Dr to Stuhr Rd**

1	Milling	7,200.00	s.y.	\$1.52	\$10,944.00
2	Asphaltic Concrete, Type SPL (B)	742.83	ton	\$22.00	\$16,342.26
3	Performance Graded Binder (64-34)	9,545.10	gal	\$2.84	\$27,108.08
4	Tack Coat	950.00	gal	\$1.00	\$950.00
5	Earth Shoulder Construction	0.00	sta	\$50.00	\$0.00
6	Seeding, Type B	0.00	acre	\$1,230.35	\$0.00
7	Mulch	0.00	ton	\$200.00	\$0.00
<b>Total Bid Section #3 =</b>					<b>\$55,344.34</b>

**Bid Section #4 - Husker Hwy; Regal Dr to Concrete Header W of US Hwy 281**

1	Milling	16,391.00	s.y.	\$2.15	\$35,240.65
2	Asphaltic Concrete, Type SPL (A)	2,664.33	ton	\$21.40	\$57,016.66
3	Performance Graded Binder (70-34)	33,034.18	gal	\$3.05	\$100,754.25
4	Tack Coat	3,100.00	gal	\$1.00	\$3,100.00
5	Earth Shoulder Construction	106.00	sta	\$85.00	\$9,010.00
6	Seeding, Type B	2.43	acre	\$1,425.00	\$3,462.75
7	Mulch	5.50	ton	\$200.00	\$1,100.00
8	Overlay Broken Line	106.00	sta	\$10.00	\$1,060.00
<b>Total Bid Section #4 =</b>					<b>\$210,744.31</b>

**Bid Section #5 - Miscellaneous**

1	Temporary Sign Day	360.00	ea.	\$12.00	\$4,320.00
2	Barricade, Type II	1,560.00	bday	\$0.50	\$780.00
3	Barricade, Type III	88.00	bday	\$1.25	\$110.00
4	Flagging	28.50	day	\$150.00	\$4,275.00
5	Job Mix Design for Asphaltic Concrete, Type SPL (A)	1.00	ea.	\$450.00	\$450.00
6	Job Mix Design for Asphaltic Concrete, Type SPL (B)	1.00	ea.	\$450.00	\$450.00
7	Adjust Manhole to Grade	0.00	ea.	\$300.00	\$0.00
<b>Bid Section #5 =</b>					<b>\$10,385.00</b>

**Alternate Bid Section**

1	Millings from Bid Section #1 - City to haul to Contractor salvage	-12,100.00	s.y.	\$0.30	-\$3,630.00
2	Millings from Bid Section #2 - City to haul to Contractor salvage	-9,700.00	s.y.	\$0.40	-\$3,880.00
3	Millings from Bid Section #4 - City to haul to Contractor salvage	-16,391.00	s.y.	\$0.24	-\$3,933.84
4	Millings from Bid Section #3 - City to haul and retain millings	-7,200.00	s.y.	\$0.40	-\$2,880.00
<b>Alternate Bid Section =</b>					<b>-\$14,323.84</b>

<b>Grand Total =</b>	<b>\$439,423.75</b>
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I hereby recommend that the Engineer's Certificate of Final Completion for Asphalt Resurfacing Project No. 2013-AC-1 be approved.

\_\_\_\_\_  
John Collins, PE - City Engineer/Public Works Director

\_\_\_\_\_  
Jay Vavricek – Mayor

RESOLUTION 2013-361

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2013-AC-1, Asphalt Resurfacing, certifying that Gary Smith Construction Co., Inc. of Grand Island, Nebraska, under contract, has completed the asphalt resurfacing; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2013-AC-1, Asphalt Resurfacing, in the amount of \$439,423.75, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	▣ _____
November 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-17

**#2013-362 - Approving Certificate of Final Completion for the 2013  
Asphalt Resurfacing Project No. 2013-AC-2**

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

# **Council Agenda Memo**

**From:** Scott Gripenstroh, PW Project Manager

**Meeting:** November 12, 2013

**Subject:** Approving Certificate of Final Completion for the 2013 Asphalt Resurfacing Project No. 2013-AC-2

**Item #'s:** G-17

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

## **Background**

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded a \$162,197.75 contract on May 14, 2013. Work on the project commenced on June 17, 2013 and was completed on August 20, 2013.

The section of Old Potash Highway, 200 feet west of North Road to US Highway 281 was resurfaced in this second asphalt project for this construction season.

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$158,479.88.

The project was underrun by \$3,717.87.

## **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 Certificate of Final Completion for Asphalt Resurfacing Project No. 2013-AC-2.

### **Sample Motion**

Move to approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2013-AC-2.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2013-AC-2  
CITY OF GRAND ISLAND, NEBRASKA  
November 12, 2013

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that Asphalt Resurfacing Project No. 2013-AC-2 has been fully completed by Gary Smith Construction Co., Inc. of Grand Island, Nebraska under the contract dated May 14, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Asphalt Resurfacing Project No. 2013-AC-2**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Bid Section #1 - Old Potash Hwy; 200' W of North Road to US Hwy 281</b>					
1	Milling	12,700.00	s.y.	\$2.02	\$25,654.00
2	Asphaltic Concrete, Type SPL (A)	1,965.49	ton	\$22.20	\$43,633.88
3	Performance Graded Binder (70-34)	23,632.50	ton	\$3.10	\$73,260.75
4	Tack Coat	2,550.00	gal	\$0.90	\$2,295.00
5	Asphaltic Concrete for Patching, Type SPL (A)	0.00	ton	\$40.00	\$0.00
6	Earth Shoulder Construction	80.60	sta	\$75.00	\$6,045.00
7	Seeding, Type B	2.00	acre	\$1,425.00	\$2,850.00
8	Mulch	3.00	ton	\$200.00	\$600.00
9	Overlay Broken Line	106.00	sta	\$5.00	\$530.00
10	Temporary Sign Day	294.00	ea.	\$4.00	\$1,176.00
11	Barricade, Type II	693.00	bday	\$0.50	\$346.50
12	Barricade, Type III	21.00	bday	\$1.25	\$26.25
13	Flagging	27.50	day	\$75.00	\$2,062.50
14	Job Mix Design for Asphaltic Concrete, Type SPL (A)	1.00	ea.	\$0.00	\$0.00
<b>Total Bid Section #1 =</b>					<b>\$158,479.88</b>

<b>Grand Total =</b>	<b>\$158,479.88</b>
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I hereby recommend that the Engineer's Certificate of Final Completion for Asphalt Resurfacing Project No. 2013-AC-2 be approved.

\_\_\_\_\_  
John Collins, PE – City Engineer/Public Works Director

\_\_\_\_\_  
Jay Vavricek – Mayor

RESOLUTION 2013-362

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2013-AC-2, Asphalt Resurfacing, certifying that Gary Smith Construction Co., Inc. of Grand Island, Nebraska, under contract, has completed the asphalt resurfacing; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2013-AC-2 Asphalt Resurfacing, in the amount of \$158,479.88, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-18

**#2013-363 - Approving Certificate of Final Completion for the 2013  
Chip Seal Project No. 2013-CS-1**

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

# **Council Agenda Memo**

**From:** Scott Griepenstroh, PW Project Manager

**Meeting:** November 12, 2013

**Subject:** Approving Certificate of Final Completion for the 2013 Chip Seal Project No. 2013-CS-1

**Item #'s:** G-18

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

## **Background**

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded a \$104,020.00.00 contract on March 12, 2013. Work on the project commenced on September 3, 2013 and was completed on September 20, 2013.

This year's planned work involved chip sealing on the following City streets.

**Section #1.** Southbound driving lanes, and left turn bays, of South Locust Street from approximately  $\frac{3}{4}$  miles south of US Highway 34 to approximately  $\frac{1}{2}$  mile north of Interstate 80. The inside 3' shoulder and the outside 8' shoulders were treated with a double application of fog seal.

**Section #2.** The on and off ramps at the US Highway 281 and Nebraska Highway 2 Interchange. No treatment was required for the shoulders of the ramps.

After discussion with local Nebraska Department of Roads (NDOR) Maintenance Division officials, it was decided to chip seal the section of US Highway 30 from Engleman Road to Husker Highway, which is within the City Limits. The placement of chip seal will preserve the roadway and reduce maintenance work until this section is resurfaced by NDOR. The northbound US-281 on-ramp and the southbound US-281 off-ramp locations were eliminated to accommodate the added location on US Highway 30.

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$110,044.50.

The project was overrun by a total of \$6,024.50, due to estimated plan quantities of temporary traffic control items being too low.

### **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 Certificate of Final Completion for the 2013 Chip Seal Project No. 2013-CS-1.

### **Sample Motion**

Move to approve the resolution.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Chip Seal Project No. 2013-CS-1  
CITY OF GRAND ISLAND, NEBRASKA  
November 12, 2013

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that the Chip Seal Project No. 2013-CS-1 has been fully completed by Gary Smith Consturction Co., Inc. of Grand Island, Nebraska under the contract dated March 12, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Chip Seal Project No. 2013-CS-1**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
1	Chip Seal Aggregate	422.49	c.y.	\$75.00	\$31,686.75
2	Chip Seal Emulsified Asphalt	12,325.00	Gal	\$3.55	\$43,753.75
3	Fog Seal	3,600.00	Gal	\$3.55	\$12,780.00
4	Temporary Sign Day	79.00	Ea.	\$20.00	1,580.00
5	Barricade, Type II	1,080.00	Bday	\$10.00	\$10,800.00
6	Barricade, Type III	6.00	Bday	\$10.00	\$60.00
7	Temporary Raised Pavement Marker (Yellow)	143.00	Ea.	\$2.00	\$286.00
8	Temporary Raised Pavement Marker (White)	532.00	Ea.	\$1.50	\$798.00
9	Flagging	8.00	Day	\$300.00	\$2,400.00
10	Flashing Arrow Panel	8.00	Day	\$50.00	\$400.00
11	Mobilization	1.0	l.s.	\$5,500.00	\$5,500.00
<b>Total Bid Section =</b>					<b>\$110,044.50</b>

I hereby recommend that the Engineer's Certificate of the 2013 Chip Seal Project No. 2013-CS-1 be approved.

\_\_\_\_\_  
John Collins, PE – Public Works Director

\_\_\_\_\_  
Jay Vavricek – Mayor

RESOLUTION 2013-363

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for the 2013 Chip Seal Project No. 2013-CS-1, certifying that Gary Smith Construction Co., Inc. of Grand Island, Nebraska, under contract, has completed the improvement project; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the 2013 Chip Seal Project No. 2013-CS-1, in the amount of \$110,044.50, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney





# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-19

**#2013-364 - Approving Certificate of Final Completion for  
Handicap Ramp Project No. 2013-1**

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

# **Council Agenda Memo**

**From:** Scott Griepenstroh, PW Project Manager

**Meeting:** November 12, 2013

**Subject:** Approving Certificate of Final Completion for Handicap Ramp Project No. 2013-1

**Item #'s:** G-19

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

## **Background**

Galvan Construction, Inc. of Grand Island, Nebraska was awarded a \$99,480.50 contract for the above project on March 12, 2013. The contract was for the installation of handicap ramps near elementary schools; Jefferson, Lincoln, Dodge, Wasmer and Gates. Work commenced on May 10, 2013 and was completed on November 1, 2013.

The project plans were prepared with estimated quantities at each curb ramp area. Any required changes are made in the field as the project is being built, dependent on the condition of the sidewalks and curb & gutter.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed with an overrun of \$2,861.44, for a total cost of \$102,341.94.

## **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 Certificate of Final Completion for Handicap Ramp Project No. 2013-1.

### **Sample Motion**

Move to approve the resolution.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Handicap Ramp Project No. 2013-1  
CITY OF GRAND ISLAND, NEBRASKA  
November 12, 2013

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that Handicap Ramp Project No. 2013-1 has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska under the contract dated March 12, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Handicap Ramp Project No. 2013-1**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Bid Section A - Jefferson School Area</b>					
1	Remove 4"-6" Sidewalk	1,184.71	s.f.	\$2.00	\$2,369.42
2	Remove 22" Curb & Gutter	191.70	l.f.	\$5.50	\$1,054.35
3	Remove 24" Curb & Gutter	136.60	l.f.	\$6.00	\$819.60
4	Remove Integral Curb	19.30	l.f.	\$1.00	\$19.30
5	Remove Vertical Curb	0.00	l.f.	\$10.00	\$0.00
6	Remove 6" Portland Cement Concrete	4.81	s.y.	\$25.00	\$120.25
7	Saw Cut	74.39	l.f.	\$3.50	\$260.37
8	Build 4" Sidewalk	1,364.70	s.f.	\$3.00	\$4,094.10
9	Build 22" Curb & Gutter	191.70	l.f.	\$16.50	\$3,163.05
10	Build 24" Curb & Gutter	156.70	l.f.	\$18.50	\$2,898.95
11	Seed Area	28.61	s.y.	\$3.50	\$100.14
12	Sod Area	114.08	s.y.	\$5.50	\$627.44
13	Place Warning Plates (2x4)	27.00	ea.	\$235.00	\$6,345.00
14	Landscaping & Sprinkler Repair	1.00	l.s.	\$500.00	\$500.00
15	Traffic Control	1.00	l.s.	\$500.00	\$500.00
<b>Total Bid Section A =</b>					<b>\$22,871.96</b>
<b>Bid Section B - Lincoln School Area</b>					
1	Remove 4"-6" Sidewalk	1658.80	s.f.	\$ 2.00	\$ 3,317.60
2	Remove 24" Curb & Gutter	0.00	l.f.	\$ 5.50	\$ -
3	Remove 30" Curb & Gutter	20.00	l.f.	\$ 6.00	\$ 120.00
4	Remove Integral Curb	340.00	l.f.	\$ 1.00	\$ 340.00
5	Remove 6" Portland Cement Concrete	94.18	s.y.	\$ 15.00	\$ 1,412.70
6	Saw Cut	302.00	l.f.	\$ 3.50	\$ 1,057.00
7	Build 4" Sidewalk	1885.35	s.f.	\$ 3.00	\$ 5,656.05
8	Build 6" Portland Cement Concrete	7.24	s.y.	\$ 30.00	\$ 217.20
9	Build 6" Integral Curb	8.00	l.f.	\$ 2.25	\$ 18.00
10	Build 24" Curb & Gutter	99.20	l.f.	\$ 18.50	\$ 1,835.20
11	Build 30" Curb & Gutter	233.60	l.f.	\$ 20.50	\$ 4,788.80
12	Seed Area	58.66	s.y.	\$ 3.50	\$ 205.31
13	Sod Area	105.18	s.y.	\$ 5.50	\$ 578.49
14	Place Warning Plates (2x4)	24.00	ea.	\$ 235.00	\$ 5,640.00
15	Landscaping & Sprinkler Repair	1.00	l.s.	\$ 500.00	\$ 500.00
16	Traffic Control	1.00	l.s.	\$ 500.00	\$ 500.00
<b>Total Bid Section B =</b>					<b>\$26,186.35</b>

<b>Bid Section C - Dodge School Area</b>					
1	Remove 4"-6" Sidewalk	1471.09	s.f.	\$ 2.00	\$ 2,942.18
2	Remove 20" Curb & Gutter	8.30	l.f.	\$ 5.50	\$ 45.65
3	Remove 22" Curb & Gutter	115.10	l.f.	\$ 5.50	\$ 633.05
4	Remove 24" Curb & Gutter	159.70	l.f.	\$ 6.00	\$ 958.20
5	Remove Integral Curb	11.00	l.f.	\$ 1.00	\$ 11.00
6	Remove Vertical Curb	24.10	l.f.	\$ 10.00	\$ 241.00
7	Remove 6" Portland Cement Concrete	2.40	s.y.	\$ 20.00	\$ 48.00
8	Saw Cut	57.21	l.f.	\$ 3.50	\$ 200.24
9	Build 4" Sidewalk	1565.79	s.f.	\$ 3.00	\$ 4,697.37
10	Build 6" Portland Cement Concrete	0.00	s.y.	\$ 30.00	\$ -
11	Build 20" Curb & Gutter	8.30	l.f.	\$ 15.50	\$ 128.65
12	Build 22" Curb & Gutter	115.10	l.f.	\$ 16.50	\$ 1,899.15
13	Build 24" Curb & Gutter	159.70	l.f.	\$ 18.50	\$ 2,954.45
14	Build 6" Vertical Curb	0.00	l.f.	\$ 20.00	\$ -
15	Adjust Stop Box	1.00	ea.	\$ 100.00	\$ 100.00
16	Seed Area	0.00	s.y.	\$ 3.50	\$ -
17	Sod Area	61.99	s.y.	\$ 5.50	\$ 340.95
18	Place Warning Plates (2x4)	19.00	ea.	\$235.00	\$ 4,465.00
19	Landscaping & Sprinkler Repair	1.00	l.s.	\$500.00	\$ 500.00
20	Traffic Control	1.00	l.s.	\$500.00	\$ 500.00
<b>Total Bid Section C =</b>					<b>\$20,664.88</b>
<b>Bid Section D - Wasmer School Area</b>					
1	Remove 4"-6" Sidewalk	1157.38	s.f.	\$ 2.00	\$ 2,314.76
2	Remove 20" Curb & Gutter	12.10	l.f.	\$ 5.50	\$ 66.55
3	Remove 24" Curb & Gutter	145.00	l.f.	\$ 6.00	\$ 870.00
4	Remove 30" Curb & Gutter	19.00	l.f.	\$ 6.50	\$ 123.50
5	Remove 36" Curb & Gutter	23.00	l.f.	\$ 7.00	\$ 161.00
6	Remove Integral Curb	3.00	l.f.	\$ 1.00	\$ 3.00
7	Remove 6" Portland Cement Concrete	1.23	s.y.	\$ 50.00	\$ 61.50
8	Remove Brick Walk	116.80	s.f.	\$ 2.00	\$ 233.60
9	Saw Cut	47.48	l.f.	\$ 3.50	\$ 166.18
10	Build 4" Sidewalk	1307.44	s.f.	\$ 3.00	\$ 3,922.32
11	Build 20" Curb & Gutter	12.10	l.f.	\$ 15.50	\$ 187.55
12	Build 24" Curb & Gutter	145.00	l.f.	\$ 18.50	\$ 2,682.50
13	Build 30" Curb & Gutter	20.00	l.f.	\$ 20.50	\$ 410.00
14	Build 36" Curb & Gutter	23.00	l.f.	\$ 22.75	\$ 523.25
15	Build 6" Vertical Curb	16.00	l.f.	\$ 10.00	\$ 160.00
16	Seed Area	169.89	s.y.	\$ 3.50	\$ 594.62
17	Sod Area	30.14	s.y.	\$ 5.50	\$ 165.77
18	Remove & Replace Chain Link Fence	20.00	l.f.	\$ 20.00	\$ 400.00
19	Place Warning Plates (2x4)	16.00	ea.	\$235.00	\$ 3,760.00
20	Landscaping & Sprinkler Repair	1.00	l.s.	\$500.00	\$ 500.00
21	Traffic Control	1.00	l.s.	\$500.00	\$ 500.00
<b>Total Bid Section C =</b>					<b>\$17,806.10</b>
<b>Bid Section E - Gates School Area</b>					
1	Remove 4"-6" Sidewalk	940.87	s.f.	\$ 2.00	\$ 1,881.74
2	Remove 24" Curb & Gutter	16.2	l.f.	\$ 6.00	\$ 97.20
3	Remove Integral Curb	217.3	l.f.	\$ 1.00	\$ 217.30
4	Remove 6" Portland Cement Concrete	68.62	s.y.	\$ 15.00	\$ 1,029.30
5	Saw Cut	186.35	l.f.	\$ 3.50	\$ 652.23
6	Build 4" Sidewalk	917.57	s.f.	\$ 3.00	\$ 2,752.71
7	Build 6" Portland Cement Concrete	26.98	s.y.	\$ 30.00	\$ 809.40
8	Build 6" Integral Curb	35.1	l.f.	\$ 2.25	\$ 78.98
9	Build 24" Curb & Gutter	26.1	l.f.	\$ 18.50	\$ 482.85
10	Build 30" Curb & Gutter	155.1	l.f.	\$ 20.50	\$ 3,179.55
11	Seed Area	35.83	s.y.	\$ 3.50	\$ 125.41
12	Sod Area	71.09	s.y.	\$ 5.50	\$ 391.00
13	Place Warning Plates (2x4)	9.00	ea.	\$235.00	\$ 2,115.00
14	Landscaping & Sprinkler Repair	1.00	l.s.	\$500.00	\$ 500.00
15	Traffic Control	1.00	l.s.	\$500.00	\$ 500.00
<b>Total Bid Section C =</b>					<b>\$14,812.65</b>
<b>Grand Total =</b>					<b>\$102,341.94</b>

I hereby recommend that the Engineer's Certificate of Final Completion for Handicap Ramp Project No. 2013-1 be approved.

John Collins – City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2013-364

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2013-1, installation of Handicap Ramps, certifying that Galvan Construction Co., of Grand Island, Nebraska, under contract, has completed the handicap ramp installation; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2013-1, installation of handicap ramps, is hereby confirmed, for a total project cost of \$102,341.94.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-20

**#2013-365 - Approving Change Order No. 3 for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3**

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

# **Council Agenda Memo**

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

**Meeting:** November 12, 2013

**Subject:** Approving Change Order No. 3 for 5<sup>th</sup> Street Sanitary Sewer Improvements; Project No. 2012-S-3

**Item #'s:** G-20

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

## **Background**

On October 4, 2012 the Engineering Division of the Public Works Department advertised for bids for the 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3.

The completed project provides a new interceptor sewer line added along the south side of 5th Street from Eddy Street to the Vine Street. The sewer line size will be a twenty-one (21) inch line with an approximate length of thirty seven hundred (3,700) feet.

The existing 15-inch vitrified clay sewer line that is located in the alley between 4th Street and 5th Street from Eddy Street to Vine Street will be rehabilitated with a combination of spot repairs and the installation of a Cured In Place Pipe (CIPP) liner.

On August 28, 2012, Resolution 2012-360, City Council awarded, Project 2012-S-3, 5<sup>th</sup> Street Sanitary Sewer Improvements to The Van Kirk Brothers Contracting of Sutton, Nebraska, in the amount of \$1,734,105.93.

Community Development Block Grant has allocated revitalization funds to a portion of the project in the amount of \$499,638.70.

On July 23, 2013, Resolution 2013-241, City Council approved Change Order No. 1 for a construction time extension of forty-five (45) days in bid section "A", and construction time extension of thirty-one (31) days in bid section "B".

On August 27, 2013, Resolution 2013-282, City Council approved Change Order No. 2 to balance the construction bid unit quantity measurements based on the actual field measurements from final installed work for bid section "B", resulting in a cost reduction of \$(162,005.32).



## **Discussion**

Change Order No. 3 provides for actual quantities placed within bid section “A” of this project, resulting in an increase of \$92,432.21 for a revised contract amount of \$1,664,532.82. The increase is due primarily to additional pavement removal and replacement. A summary of this change order is attached for your reference.

Public Works staff and the consulting engineer Olsson Associates have reviewed such changes and believe them to be necessary for a quality 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 Change Order No. 3, in the amount of \$92,432.21, with The Van Kirk Brothers of Sutton, Nebraska for 5<sup>th</sup> Street Sanitary Sewer Improvements, Project 2012-S-3.

## **Sample Motion**

Move to approve the resolution.

# Change Order

## No. 3 (Final)

Date of Issuance: October 23, 2013

Effective Date: October 23, 2013

Project: 5th Street Sanitary Sewer  
Improvements

Owner: City of Grand Island,  
Nebraska

Owner's Contract No.: 2012-S-3

Contract: 5th Street Sanitary Sewer Improvements

Date of Contract:

Contractor: Van Kirk Bros. Contracting, 1200 W Ash, PO Box 585, Sutton, NE  
68979

Engineer's Project No.: 011-2347

### The Contract Documents are modified as follows upon execution of this Change Order:

Description: Final quantities

### Attachments (list documents supporting change):

See attached

#### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,734,105.93

Decrease from previously approved Change Orders No. 1 to No.2:

\$-162,005.32

Contract Price prior to this Change Order:

\$1,572,100.61

Increase of this Change Order:

\$92,432.21

Contract Price incorporating this Change Order:

\$1,664,532.82

#### CHANGE IN CONTRACT TIMES:

Original Contract Times:

☐ Working days

☒ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (date): Bid Section "A" - August 15, 2013

Bid Section "B" - June 30, 2013

Increase from previously approved Change Orders

No. N/A to No. 2:

Substantial completion (days): N/A

Ready for final payment (days): Bid Section "A" - September 30, 2013

Bid Section "B" - August 12, 2013

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (date): Bid Section "A" - September 30, 2013

Bid Section "B" - August 12, 2013

Increase of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (date): Bid Section "A" - October 23, 2013

Bid Section "B" - N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (date): Bid Section "A" - October 23, 2013

Bid Section "B" - August 12, 2013

RECOMMENDED: OLSSON ASSOCIATES

ACCEPTED: CITY OF GRAND ISLAND,  
NEBRASKA

ACCEPTED: VAN KIRK BROS. CONTRACTING

By: [Signature]

Engineer (Authorized Signature)

By: [Signature]

Owner (Authorized Signature)

By: [Signature]

Contractor (Authorized Signature)

Date: 10/23/13

Date: 11/5/2013

Date: 10/29/13

Approved by Funding Agency (if applicable):

Date: \_\_\_\_\_

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1

Item No.	Description	Item	Plan Quantities	Bid Price	Original Total Cost	Adjusted Quantities	Total Actual Cost	Total Net Increase/Decrease
<b>UNIT PRICE BID</b>								
<b>BID SECTION "A"</b>								
C1.01	Mobilization / Demobilization	LS	1	\$84,500.00	\$84,500.00	1	\$84,500.00	\$0.00
C1.02	21" PVC Sanitary Sewer Line, SDR 26	LF	3787	\$135.00	\$511,245.00	3787	\$511,245.00	\$0.00
C1.03	48" Dia. Precast Manhole – Type 2 (5' Depth)	EA	11	\$3,221.00	\$35,431.00	11	\$35,431.00	\$0.00
C1.04	Additional Manhole Depth, Type 2	VF	120	\$310.00	\$37,246.50	120	\$37,200.00	-\$46.50
C1.05	Construct Structure #1	LS	1	\$8,500.00	\$8,500.00	1	\$8,500.00	\$0.00
C1.06	Remove and Replace Pavement	SY	9893	\$48.50	\$479,810.50	11632.32	\$564,167.52	\$84,357.02
C1.07	Abandon Existing Sanitary Sewer Manhole	EA	1	\$600.00	\$600.00	1	\$600.00	\$0.00
C1.08	1" Water Service Connection	EA	15	\$550.00	\$8,250.00	16	\$8,800.00	\$550.00
C1.09	1" Curb Stop w/Box	EA	15	\$325.00	\$4,875.00	16	\$5,200.00	\$325.00
C1.10	1" Water Service Tubing. Type "K Cu.	LF	733	\$16.31	\$11,955.23	450	\$7,339.50	-\$4,615.73
C1.11	Remove and Replace 24" R.C. Storm Sewer F	LF	42	\$51.00	\$2,142.00	30	\$1,530.00	-\$612.00
C1.12	Remove and Replace 21" R.C. Storm Sewer F	LF	23	\$50.00	\$1,150.00	0	\$0.00	-\$1,150.00
C1.13	Remove and Replace 18" R.C. Storm Sewer F	LF	66	\$47.00	\$3,102.00	16	\$752.00	-\$2,350.00
C1.14	Remove and Replace 12" R.C. Storm Sewer F	LF	376	\$35.00	\$13,160.00	398	\$13,930.00	\$770.00
C1.15	Traffic Control	LS	1	\$32,500.00	\$32,500.00	1	\$32,500.00	\$0.00
<b>New Pay Items</b>								
C1.16	Relocate Water Meter	LS	0	\$1,500.00	\$0.00	1	\$1,500.00	\$1,500.00
C1.17	Remove and Replace Driveway	SY	0	\$47.50	\$0.00	95.84	\$4,552.40	\$4,552.40
C1.18	Remove and Replace sidewalk	SF	0	\$5.50	\$0.00	218	\$1,199.00	\$1,199.00
C1.19	Additional Traffic Control	LS	0	\$7,953.02	\$0.00	1	\$7,953.02	\$7,953.02
<b>TOTAL BID SECTION "A"</b>					\$1,234,467.23		\$1,326,899.44	\$92,432.21

RESOLUTION 2013 365

WHEREAS, On August 28, 2012, Resolution 2012-360, City Council awarded, Project 2012-S-3, 5th Street Sanitary Sewer Improvements to The Van Kirk Brothers Contracting of Sutton, Nebraska, in the amount of \$1,734,105.93; and

WHEREAS, On July 23, 2013, Resolution 2013-241, City Council approved Change Order No. 1 incorporating additional construction calendar days into the contract; and

WHEREAS, on August 27, 2013, by Resolution No. 2013-282, City Council approved Change Order No. 2 to balance the construction bid unit quantity measurements based on the actual field measurements from final installed work for bid section "B", resulting in a cost reduction of \$(162,005.32); and

WHEREAS, Change Order No. 3 is necessary to provide for actual quantities placed within bid section "A" of such project, resulting in an increase of \$92,432.21 for a revised contract amount of \$1,664,532.82; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order No. 3, in the amount of \$92,432.21 for 5<sup>th</sup> Street Sanitary Sewer Improvements; Project No. 2012-S-3 with The Van Kirk Brothers Contracting of Sutton, Nebraska is hereby approved for a revised contract amount of \$1,664,532.82.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute Change Order No. 3 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
August 27, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-21

**#2013-366 - Approving Certificate of Final Completion for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3 Bid Section "A"**

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

# **Council Agenda Memo**

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

**Meeting:** November 12, 2013

**Subject:** Approving Certificate of Final Completion for 5<sup>th</sup> Street Sanitary Sewer Improvements; Project No. 2012-S-3 Bid Section “A”

**Item #'s:** G-21

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

## **Background**

The project “5th Street Sanitary Sewer Improvements” Project No. 2012-S-3 was awarded to The Van Kirk Brothers Contracting of Sutton, Nebraska on December 18, 2012 in the amount of \$1,734,105.93.

Community Development Block Grant has allocated revitalization funds to a portion of the project in the amount of \$499,638.70.

On July 23, 2013, Resolution 2013-241, City Council approved Change Order No. 1 for a construction time extension of thirty-one (31) days in bid section “B”.

On August 27, 2013 Resolution 2013-282, City Council approved Change Order No. 2 in balancing the construction bid unit quantities measurements based on the actual field measurements from final installed work for bid section “B” in cost reduction amount of \$(162,005.32.00).

City Council approved Change Order No. 3 on November 12, 2013 to provide for actual quantities placed within bid section “A” of such project, resulting in an increase of \$92,432.21 for a revised contract price of \$1,664,532.82.

Bid Section “B” of this project was finalized out by Resolution No. 2013-283, in the amount of \$337,633.38.

## **Discussion**

The engineer for the project, Black & Veatch of Kansas City, Missouri, and Olsson Associates of Grand Island with City Staff have reviewed the completed work and have issued a certificate of

final completion in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The project was completed at a total cost of \$1,326,899.44.

### **Alternatives**

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

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

### **Recommendation**

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "A".

### **Sample Motion**

Move to approve the Certificate of Final Completion for the 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "A".

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

5<sup>th</sup> Street Sanitary Sewer Improvements  
Bid Section "A"  
Project No. 2012-S-3  
November 12, 2013

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that the 5<sup>th</sup> Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "A" has been completed by The Van Kirk Brothers Contracting of Sutton, Nebraska under contract dated January 18, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

### **5<sup>th</sup> STREET SANITARY SEWER IMPROVEMENTS, PROJECT 2012-S-3, BID SECTION "A"**

5 <sup>th</sup> Street Sanitary Sewer Improvements; Bid Section "A":	\$ 1,234,467.23
Change Order No. 3,	\$ 92,432.21

TOTAL PROJECT COST	\$ 1,326,899.44
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### **SUMMARY OF OTHER COST**

Advertising	\$ 0.00
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TOTAL OTHER COST	\$ 0.00
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<b>TOTAL COST OF:</b>	
<b>5<sup>th</sup> Street Sanitary Sewer Improvements</b>	
<b>PROJECT 2012-S-3</b>	<b>\$ 1,326,899.44</b>



Respectfully submitted,

John Collins, P.E.  
Director of Public Works

---

November 12, 2013

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "A" be approved.

Respectfully submitted,

Jay Vavricek  
Mayor

RESOLUTION 2013-366

WHEREAS, the Engineer, Black & Veatch of Kansas City, Missouri, and Olsson Associates of Grand Island issued a Certificate of Final Completion for the 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "A" certifying that The Van Kirk Brothers Contracting of Sutton, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Engineer's certificate of final completion; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "A" is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 27, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-22

**#2013-367 - Approving Authorization for Emergency Sanitary Sewer Repairs on North Interceptor (East end of 7th Street/4th Street/Sky Park Road)**

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

# **Council Agenda Memo**

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

**Meeting:** November 12, 2013

**Subject:** Approving Authorization for Emergency Sanitary Sewer Repairs on North Interceptor (East end of 7<sup>th</sup> Street/4<sup>th</sup> Street/Sky Park Road)

**Item #'s:** G-22

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

## **Background**

Emergency sanitary sewer repairs are needed for a collapsing sanitary sewer line within the North Interceptor area of 7<sup>th</sup> Street and Sky Park Road.

## **Discussion**

Merryman Excavation of Woodstock, Illinois was hired by providing a quote of \$45,850.01 to effect the necessary repairs. Contact was made with two other contractors, The Diamond Engineering Company of Grand Island, Nebraska who submitted a quote of \$83,000.00 and O'Hara Plumbing Company of Grand Island, Nebraska was not available to do the work.

Merryman Excavation will be paid based on actual time and materials incorporated into the repair work, invoice is attached for reference. Since the total is over \$20,000.00 council approval is necessary. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

Summary of total costs included in this repair are shown in the following table.

<i>Vendor</i>	<i>Item</i>	<i>Price</i>
Merryman Excavation		
	Mobilization	\$13,700.00
	Crew	\$3,250.00
	Trench Backfill	\$1,656.00
	Bedding	\$398.00
	Concrete	\$874.00

	Misc Lumber	\$148.00
<i>Merryman Excavation Total</i>		<i>\$20,026.00</i>
Nebraska Machinery Company		
	Godwin Pump	\$31,694.00
	Discharger Hose – 8x30	\$2,790.00
	8” 90 Degree Elbow	\$1,050.00
	Suction Hose	\$150.00
	Discharger Hose – 8x50	\$1,320.00
	Miscellaneous items	\$2,265.30
<i>Nebraska Machinery Company Total</i>		<i>\$39,269.30</i>
The Island Supply Company		
	Bolts	\$60.00
<i>The Island Supply Company Total</i>		<i>\$60.00</i>
Kelly Supply Company		
	Washers, Nuts & Bolts	\$56.26
<i>Kelly Supply Company Total</i>		<i>\$56.26</i>
Menards		
	T-Post & Fence Supplies	\$51.40
<i>Menards Total</i>		<i>\$51.40</i>
<b><i>Grand Total</i></b>		<b><i>\$59,462.96</i></b>

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve usage of the City's Emergency Procurement Procedures and pass a resolution authorizing payment of the vendors listed with the corresponding amounts for the necessary sanitary sewer main repairs.

### **Sample Motion**

Move to approve the usage of the City's Emergency Procurement Procedures and authorize payment of the vendors listed with the corresponding amounts for the necessary sanitary sewer main repairs.

# RESOLUTION 2013-367

WHEREAS, the Wastewater Division of the Public Works Department needed to perform an emergency sanitary sewer repair on the east end of 7<sup>th</sup> Street/4<sup>th</sup> Street/ Sky Park Road (part of the North Interceptor); and

WHEREAS, permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code; and

WHEREAS, Merryman Excavation of Woodstock, Illinois has been hired to do said repairs, with a quote of \$45,850.01; and

WHEREAS, two other contractors were contacted for quotes, The Diamond Engineering Company of Grand Island, Nebraska quoted a price of \$83,000.00, and O'Hara Plumbing of Grand Island, Nebraska wasn't available to perform the work; and

WHEREAS, such repairs consisted of the following expenses:

<i>Vendor</i>	<i>Item</i>	<i>Price</i>
Merryman Excavation		
	Mobilization	\$13,700.00
	Crew	\$3,250.00
	Trench Backfill	\$1,656.00
	Bedding	\$398.00
	Concrete	\$874.00
	Misc Lumber	\$148.00
<i>Merryman Excavation Total</i>		<i>\$20,026.00</i>
Nebraska Machinery Company		
	Godwin Pump	\$31,694.00
	Discharger Hose – 8x30	\$2,790.00
	8” 90 Degree Elbow	\$1,050.00
	Suction Hose	\$150.00
	Discharger Hose – 8x50	\$1,320.00
	Miscellaneous items	\$2,265.30
<i>Nebraska Machinery Company Total</i>		<i>\$39,269.30</i>
The Island Supply Company		
	Bolts	\$60.00
<i>The Island Supply Company Total</i>		<i>\$60.00</i>
Kelly Supply Company		
	Washers, Nuts & Bolts	\$56.26
<i>Kelly Supply Company Total</i>		<i>\$56.26</i>
Menards		
	T-Post & Fence Supplies	\$51.40
<i>Menards Total</i>		<i>\$51.40</i>
<b><i>Grand Total</i></b>		<b><i>\$59,462.96</i></b>

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL

Approved as to Form	by _____
November 8, 2013	City Attorney

OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repair on the east end of 7<sup>th</sup> Street/ 4<sup>th</sup> Street/ Sky Park Road, in the total amount of \$59,462.96 is hereby approved; with payments detailed herein to the vendors listed with the corresponding amounts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

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Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

- 2 -



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-23

**#2013-368 - Approving Purchasing/Buying Group for all City Departments (Admin Minnesota)**

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



# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** November 12, 2013

**Subject:** Approving Purchasing/Buying Group for all City Departments (Admin Minnesota)

**Item #'s:** G-23

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

## **Background**

Grand Island City Council amended the City's purchasing/procurement policy to allow the use of buying groups. The Grand Island Public Works Department would like to utilize the Admin Minnesota Materials Management Division buying group to facilitate purchases of construction equipment, traffic signal LED bulbs, traffic signal controllers and other components. Initially this would be used as a budgeting tool because each type of item has a list of manufacturers and their submitted prices, including options.

## **Discussion**

The Public Works Department requests the City of Grand Island join the Admin Minnesota Materials Management Division buying group to facilitate future purchases. The buying group is free to join and there is no obligation to buy. The buying group is used by government and non-profit corporations to make purchases of specialty equipment. The Admin Minnesota Materials Management Division utilizes the same process as the state bidding to ensure the lowest price to the end user.

There would be some overlap with the State of Nebraska contracts but there are commodities and equipment that the State of Nebraska does not purchase through contracts that match our needs or specifications. For example, Grand Island has different traffic signal needs than the State because of the difference in the number that we maintain. The equipment used and specified by the NDOR is usually larger than needed by the City since the majority of our work is in residential/municipal areas not rural highway. The joint purchasing venture specifies a variety of sizes and models for each type of equipment so we would be able to find a closer match to our needs/restrictions.

The City's Legal Department has reviewed this group and it complies with City Code purchasing requirements.

By joining the Admin Minnesota Materials Management Division, the Public Works Department and other City departments will be able to utilize this buying group for future purchases.

### **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 use of Admin Minnesota Materials Management Division as an authorized buying group.

### **Sample Motion**

Move to allow Admin Minnesota Materials Management Division to be added to the list of approved buying groups or vendors for future purchases.



## COOPERATIVE PURCHASING AGREEMENT

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10  
and

Minnesota Statutes § 471.59, Subdivision 1

expense, including payment of attorney fees allowable by law, which arise or may arise from the Authorized Entity's use of this joint powers agreement and from any dispute or claim arising from any transaction between the Authorized Entity and the Division's vendors, whether or not the loss, damage, dispute or claim arises during or after the period of this cooperative agreement. The Division's liability will be governed by the provisions of Minn. Stat. § 3.736.

### CITY OF GRAND ISLAND

"Authorized Entity certifies that the appropriate person(s) have executed this cooperative agreement on behalf of the Authorized Entity as required by applicable articles, bylaws, resolutions or ordinances."

By:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

### STATE OF MINNESOTA

"By Delegation"

By:

\_\_\_\_\_  
Materials Management Division

\_\_\_\_\_  
(Date)

Permit Number/Access Code:



## COOPERATIVE PURCHASING AGREEMENT

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10  
and

Minnesota Statutes § 471.59, Subdivision 1

This Joint Powers Agreement is between the State of Minnesota, through its commissioner of Administration, Materials Management Division ("Division") and

### CITY OF GRAND ISLAND ("Authorized Entity").

Pursuant to Minn. Stat. § 16C.03, subd. 10, the Division acquires various supplies, commodities, equipment, and services for state agencies and governmental units (as defined in Minn. Stat. § 471.59, subd. 1) through competitive bidding or requests for proposals. The Division, through Minn. Stat. § 16C.11, and the Authorized Entity wish to combine their purchasing functions, as specifically provided below, so that the Authorized Entity may avail itself of the prices which have been agreed upon by the Division and its vendors.

The parties agree as follows:

- 1. Term.** This joint powers agreement will be effective on the date State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, and remains in effect until canceled by either party upon 30 days' written notice to the other party.
- 2. Services.** The Division will make its contracts for commodities and services, as listed on the State of Minnesota's Contract Index, available to the Authorized Entity.
- 3. Use of Division Contracts.** To purchase commodities or services from the Division's contracts, the Authorized Entity must issue a purchase order in accordance with the terms and conditions of the Division's contracts and any requirements applicable to the Authorized Entity's governing body. The Authorized Entity must send purchase orders directly to the applicable vendor and will make payments directly to the vendor in accordance with its established procedures and terms of the Division's contract. The Authorized Entity will not use the goods available under the Division's contracts for the purposes of resale. The Authorized Entity must be the end user of the goods purchased.
- 4. Liability.** The Authorized Entity agrees that neither the Division nor its employees personally assume responsibility or liability for any amounts due or claimed to be due pursuant to any purchase order entered issued by the Authorized Entity. The Authorized Entity will indemnify, save and hold harmless the Division and its employees from any loss, damage or

RESOLUTION 2013-368

WHEREAS, the City of Grand Island amended the City purchasing policy to allow the use of buying groups on May 28, 2013; and

WHEREAS, on June 25, 2013, by Resolution No. 2013-193 the City Council approved adding Houston Galveston Area Council (H-GAC) to the list of buying groups; and

WHEREAS, Admin Minnesota Materials Management Division is another buying group used by government agencies; and

WHEREAS, joining the Admin Minnesota Materials Management is free of charge and offers increased buying power to the City of Grand Island; and

WHEREAS, the Grand Island Public Works Department and all other City departments would have the option of utilizing this buying group for upcoming purchases.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City be authorized to join the Admin Minnesota Materials Management Division and authorizes the Mayor to sign the contract for entry.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item G-24

**#2013-369 - Approving Final Plat and Subdivision Agreement for  
Platte Valley Industrial Park Ninth Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** November 26, 2013

**Subject:** Platte Valley Industrial Park 9th Subdivision - Final Plat

**Item #'s:** G-24

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

## **Background**

This property is located north of Wildwood Drive and east of US Hwy 281. This final plat proposes to create 2 Lots, in the City of Grand Island, said tract containing 7.451 acres.

## **Discussion**

The revised plat for Platte Valley Industrial Park 9<sup>th</sup> Subdivision was considered by the Regional Planning Commission at the November 6, 2013 meeting.

A motion was made by Haskins and seconded by Ruge to approve the plat as presented. A motion was also made to approve the Final Plat for Platte Valley Industrial Park 9<sup>th</sup> Subdivision.

A roll call vote was taken and the motion passed with 7 members present and voting in favor (Snodgrass, McCarty, O'Neill, Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

## **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.



**Platte Valley Industrial  
Developer/Owner**

GMD LLC, Gerald A. Huismann, Managing Member  
3556 West Old Hwy 30  
Grand Island NE 68803

To create 2 lots west Gold Core Rd., north of Wildwood Drive and east of US Hwy 281,  
in the City of Grand Island, in Hall County, Nebraska.

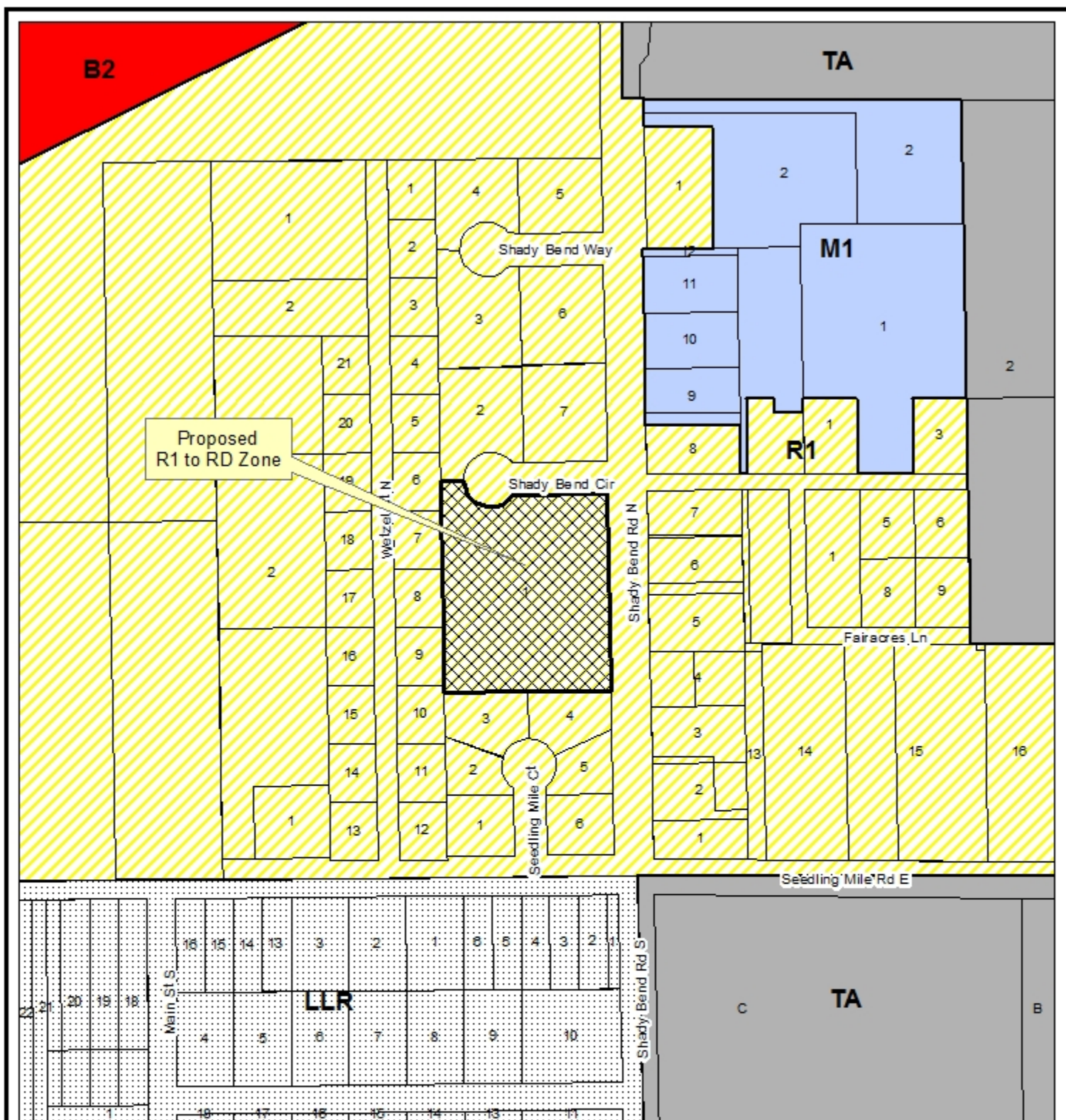
**Size:** 7.451 acres

**Zoning:** GWC – Gateway Corridor, ME – Industrial Estates Zone.

**Road Access:** City Roads

**Water Public:** City water is available

**Sewer Public:** City sewer is available



# Requested Zoning



Scale : NONE

C-28-2013GI



From R1 : Suburban Residential Zone



to RD : Residential Development Zone

RESOLUTION 2013-369

WHEREAS, GMD LLC, a Nebraska Limited Liability Company, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as PLATTE VALLEY INDUSTRIAL PARK NINTH SUBDIVISION, to be laid out into 2 lots, a tract of land comprising all of Lot Fifteen (15), Platte Valley Industrial Park Third Subdivision, An Addition to the City Of Grand Island, Nebraska, said tract containing 7.451 acres, 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 PLATTE VALLEY INDUSTRIAL PARK NINTH 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, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item H-1**

### **Consideration of Forwarding Blighted and Substandard Area #15 Study to the Hall County Regional Planning Commission**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** November 12, 2013

**Subject:** Proposed Blighted and Substandard Area #15

**Item #'s:** H-1

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

## **Background**

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Doug Luth and Tim Plate by Marvin Planning Consultants. This study is for approximately 64.18 acres of property in west central Grand Island bounded on the south by Old Highway 30; the north by Old Potash Highway; east by Webb Road and west by U.S. Highway 281. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Mr. Luth and Mr. Plate have submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. This is a large area study of an area of Grand Island that is at the major intersection of two U.S. highways that originally developed when that intersection was on the very edge of the city with uses that are appropriate for the urban edges. The portions of this study north of the new U.S. Highway 30 were originally part of a county industrial tract similar to that found near the Platt Deutsch. The county industrial tract designation was removed in the early 1980's. All of these properties are located in the Grand Island municipal limits. 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 will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission the Council cannot declare the area substandard and blighted. Planning Commission will meet on December 4 and would have a recommendation ready for last Council meeting in late December or early January.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing.

## Discussion

The action item tonight relate to the Study for proposed CRA Area No. 15 in west central Grand Island as shown below. The study was prepared for 64.18 acres, of all of which is in the Grand Island City Limits

**Figure 1**  
**Study Area Map**



Source: Olsson Associates 2013

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, the governing body shall afford maximum opportunity consistent with the sound needs of the city as a whole to the rehabilitation or redevelopment of the community redevelopment area by private enterprise. 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 point 1 of Mr. Sivick's opinion. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

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

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

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of today, October 31, 2013, 18.20% of the City has been declared blighted and substandard. Declaring this area

(Area 15) blighted and substandard would add another 0.34%. The Webb Road Property Area (Area 14) would add 0.04%. If both Areas 14 and 15 were to be declared substandard and blighted by the Council 18.58% of the community would bear that designation.

It does not appear that the declaration of both Area 14 and Area 15 would significantly impact the City's ability to declare other areas substandard and blighted.

### **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.
2. Move to not forward the Study to the Planning Commission for their recommendation
3. Refer the issue to a Committee
4. Postpone the issue to future date
5. Take no action on the issue

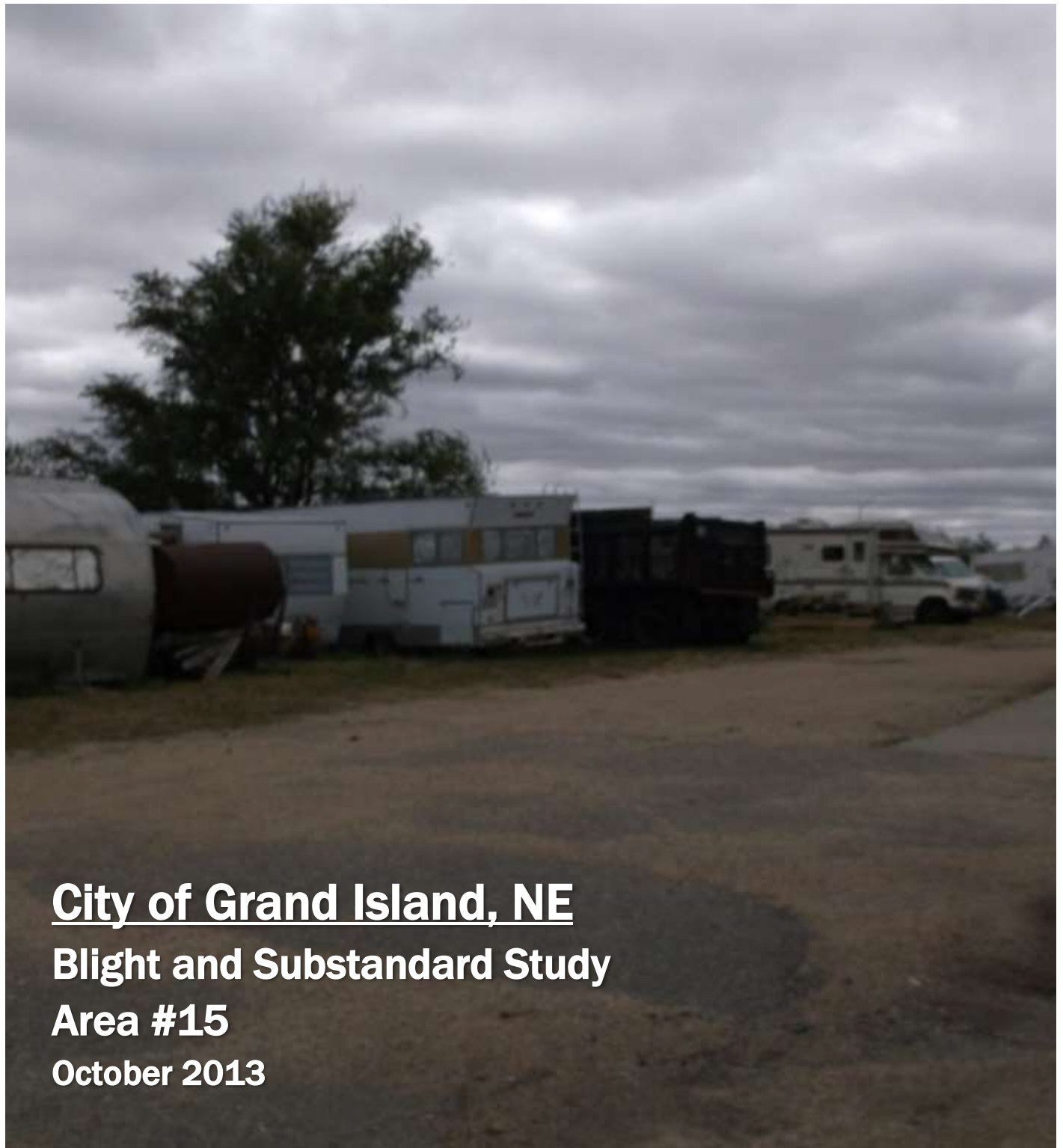
### **Recommendation**

City Administration recommends that the Council Move to forward the Study to the Planning Commission.

### **Sample Motion**

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





**City of Grand Island, NE**  
**Blight and Substandard Study**  
**Area #15**  
**October 2013**





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

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island. This study has been commissioned by individual property owners within the community with the hope the City will consider the study area for future redevelopment activity. The area is bordered on all sides by major transportation routes and the portions adjacent to the area has seen considerable new development on the northern perimeter of the area but limited redevelopment activities.

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

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

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

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

Blight and Substandard are defined as the following:

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

*"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"*

This Blight and Substandard Study is intended to give the Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

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

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

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

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include commercial, commercial/office, public and industrial.

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

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

### **Study Area**

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF NORTH US HIGHWAY 281 AND W. OLD POTASH HIGHWAY; THENCE EASTERLY ALONG SAID CENTERLINE OF W. OLD POTASH HIGHWAY TO THE INTERSECTION WITH THE CENTERLINE OF N. WEBB ROAD; THENCE SOUTHERLY ALONG SAID CENTERLINE OF N. WEBB ROAD (ACROSS US HIGHWAY 30 WHERE N. WEBB ROAD TURNS INTO S. WEBB ROAD) TO THE INTERSECTION WITH THE CENTERLINE OF OLD US HIGHWAY 30; THENCE, SOUTHWESTERNLY ALONG SAID CENTERLINE OF OLD US HIGHWAY 30 TO THE EXTENDED WEST PROPERTY LINE OF MISCELLANEOUS TRACTS 24-11-10 PT E ½; THENCE NORTHWESTERLY ALONG SAID EXTENDED WEST PROPERTY LINE TO THE INSECTION WITH THE SOUTHWEST CORNER OF A LOT DESCRIBED AS SPELTS-SCHULTZ INDUSTRIAL SUB PT LT 1; THENCE, NORTHERLY ALONG THE WEST PROPERTY LINE OF A LOT DESCRIBED AS SPELTS-SCHULTZ INDUSTRIAL SUB PT LT 1 TO THE NORTHWEST CORNER OF SAID LOT; THENCE, NORTHEASTERLY ALONG THE NORTH PROPERTY LINE OF THE SAME SAID LOT TO THE NORTHEAST CORNER OF SAID LOT; THENCE, CONTINUING NORTHEASTERLY ALONG THE NORTH PROPERTY LOT OF A LOT DESCRIBED AS LACY THIRD SUB LT 1 TO THE NORTHEAST CORNER OF SAID LOT; THENCE, NORTHERLY ALONG THE NORTH PORTION OF THE WEST PROPERTY LINE TO THE NORTHWEST CORNER OF A LOT DESCRIBED AS LACY THIRD SUB LT 1; THENCE CONTINUING NORTHERLY ALONG THE WEST PROPERTY LINES OF LOTS DESCRIBED AS LACY SUB LOT 4, STALKER PLAZA SUB LOT 2, AND STALKER PLAZA SUB LOT 1; THENCE, CONTINUING NORTHERLY ALONG THE EXTENDED WEST PROPERTY LINES TO THE POINT OF INTERSECTION WITH THE SOUTH PROPERTY LINE OF THE STATE OF NEBRASKA PROPERTY (CONTAINING THE NEBRASKA DEPARTMENT OF ROADS MAINTENANCE YARD AND THE NEBRASKA STATE PATROL FACILITIES; THENCE, WESTERLY ALONG A LINE TO A POINT ON THE CENTERLINE OF US HIGHWAY 281 BEING 700.9969 FEET SOUTH OF THE POINT OF BEGINNING; THENCE, NORTHERLY ALONG SAID CENTERLINE OF US HIGHWAY 30 TO THE POINT OF BEGINNING.



**Figure 1**  
**Study Area Map**



Source: Olsson Associates 2013

## EXISTING LAND USES

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

### Existing Land Use Analysis within Study Area

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

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area.

The Study Area is predominately industrial uses with 43.9% of land in this use. The remaining 56.1% is either Commercial, Commercial/office or vacant, public right-of-way and streets.

**TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2013**

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	10.63	18.3%	17.0%
Industrial	27.50	47.4%	43.9%
Quasi-Public/Public	11.37	19.6%	18.2%
Parks/Recreation	0	0.0%	0.0%
Transportation	8.49	14.6%	13.6%
Total Developed Land	57.99	100.0%	
Vacant/Agriculture	4.64		7.4%
<b>Total Area</b>	<b>62.63</b>		<b>100.0%</b>

Source: 2013 Grand Island Blight Study Area 15, Marvin Planning Consultants and Olsson Associates



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



Source: Marvin Planning Consultants and Olsson Associates, 2013



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

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

### **CONTRIBUTING FACTORS**

There are a number of conditions examined and evaluated in the field and online. After review several factors discussed in the Revised Statutes of Nebraska were found to be present in this specific study area. In addition, there were some of the statutory conditions that were either not present or not evaluated due to the small area in the report.

### **Average Age of the Residential or Commercial Units**

#### **Age of Structure**

Age of structures can be one of the contributing factors to blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 40 years of age or older to be a contributing factor regardless of their condition.

The following paragraphs document the structural age of the structures within the Study Area. Note that the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of 41 structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 24 (58.5%) units were determined to be 40 years of age or older
- 17 (41.5%) were newer than 40 years.

Based upon this data, the age of the structures would be a direct contributing factor.

### **Deterioration of Site or Other Improvements**

#### **Sidewalk Conditions**

Sidewalks, regardless of the area and uses within a community, should provide a safe means of movement for pedestrians. Sidewalks become increasingly more important along transportation routes considered to be arterials and highways. A sidewalk allows for pedestrian movement while keeping people off of heavily traveled streets.

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

Within the study area there is approximately 5,743 lineal feet of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 0 (0.0%) lineal feet of adequate sidewalk
- 0 (0.0%) lineal feet of deteriorating sidewalk
- 5,743 (100.0%) lineal feet of no sidewalk.

There is no sidewalk present within the entire study area accessible to pedestrian traffic. Considering the uses along Old Potash Highway and Webb Road, there should be sidewalk in place.

In addition to the missing sidewalk indicated in Figure 4, there are other locations where sidewalk is missing, along US Highways 30 and 281. These are indicated with a red dashed line. These areas are not included in the totals, since the city and state policies are not to encourage walking and biking along major highways.

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



Source: Marvin Planning Consultants and Olsson Associates, 2013



**Figure 4**  
**Sidewalk Conditions**



Source: Marvin Planning Consultants and Olsson Associates, 2013



**Figure 5**  
**Curb and Gutter Conditions**



Source: Marvin Planning Consultants and Olsson Associates, 2013

Due to the large amount of missing sidewalk, the lack of sidewalk would be a direct contributing factor.

### Drainage Conditions

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems. One field survey was completed during and a day after a rain event. During both field visits there was standing water throughout the entire area. Water was standing in large potholes, in drainage ditches, along areas that were supposed to drain the water away.

Another item of note deals with the actual number of stormwater inlets in the study area. There are only two stormwater inlets within the entire study area. One is located at the southwest corner of W. Old Potash Highway and N. Webb Road; the other is located along Island Circle. All of the water, south of US Highway 30 has to surface drain or be absorbed into the soils. Along the west edge of this study area there is a large stormwater catchment; however, runoff in the study area must find a path along very flat topography to get to the catchment.

The primary way for stormwater runoff to reach the catchment is through a series of ditches along S. Webb Road and Old US Highway 30. This type of stormwater infrastructure typically works only when there is some topographic drop-off and the ditches remained mowed. In case of the ditches in the study area, the grass appeared to be longer than it should be to allow for water movement.

Figure 6 is an existing topographic map from the City of Grand Island's website. The map confirms the flatness of the area between US Highway 30 on the north and Old Highway 30 on the south. The most common contour identified on the map is the 1880 contour.

Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

Drainage also can be tied directly to the next issue, curb and gutter conditions.



Standing water during a recent rain event



Water same location 24 hours later



Standing water on the north end of study area – 24-hours after rain event



Catchment on west edge of study area



Drainage ditch along N. Webb Road





### Curb and Gutter

Curb and Gutters have direct and indirect roles in communities. Their primary functions is to be a barrier that collects and directs water, drainage. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area can be summed up simply by stating it is deteriorating and completely lacking. The only two locations curb and gutter can be found within the study area is on the southwest corner of W. Old Potash Highway and N. Webb Road (where the only storm inlet is located) and along the edges of Island Circle located in the southern portion of the study area.

Within the study area there is approximately 5,700 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the study area:

- 0 ( 0.0%) lineal feet of adequate curb and gutter
- 2,166 (37.6%) lineal feet of deteriorating curb and gutter
- 3,586 (62.4%) lineal feet of no curb and gutter or rural section.

The study area has 100% of the curb and gutters in either a deteriorating state or not constructed and the streets are designed as rural section streets. See Figure 5 for the locations of these curb and gutter.

The photo to the immediate right shows the deteriorating conditions that tend to occur at driveways and streets where there is no curb and gutter to define a solid edge. Motor vehicles tend to cut corners when pulling in and out of the parking areas which then lead to pot holes and standing water after rain events.

In addition to the missing curb and gutter indicated in Figure 4, there are other locations where curb and gutter are missing, along US Highways 30 and 281. These are indicated with a red dashed line. Even though this is considered an urban area, the Nebraska Department of Roads typically surface drains major highways to grassy areas.

Due to the large amount of deteriorating and missing curb and gutter, the curb and gutter condition would be a direct contributing factor.

### Site Improvements Conditions

The different properties throughout the study area have less than average site improvements. A large portion of the properties have gravel/dirt drives and parking lots and in some cases they may have been concreted or asphalted in the past but it is difficult to determine due to the level of deterioration. Some properties have paved/improved parking areas and drives were found to be in a state of deterioration.





**Figure 7**  
**Site Improvement Conditions**



Source: Marvin Planning Consultants and Olsson Associates 2013



Figure 7 identifies the different properties in the study area that have deteriorating parking areas and drives, as well as those properties that have been hard surfaced and are showing signs of deteriorating and in need of repair/rehabilitation. Even though most of the land uses in this area are heavier commercial to industrial uses, the lack of hard surfacing or the deterioration of the existing hard surfacing has a major impact on the perception of the area as well as the value of the area.

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

### Faulty Lot Layout

Faulty lot layout can lead to a number of issues including size of a lot, adequacy of the lot for the use, accessibility to the lot and/or the usefulness of the lot. There are a number of factors to examine within this particular study area.

### Size of Lot

Throughout the study area there are lots that are too small for the use and buildings located on the site. This is specifically true on the north and south sides of Island Circle.

Figure 8 to the right identifies the lots in the study area deemed to be either too narrow, too shallow, or both (resulting in an overall small lot). Considering the current land use plan and zoning for this area, these lots have the potential to undesirable or overcrowded with building in the future; in some cases these lots are already overcrowded.

The lot on the north end of Figure 8 is an extremely awkward shape and likely was platted this way when US Highway 30 was relocated to its present alignment. However, this still creates an odd development/redevelopment condition.

### Adequacy of the Lots

Based upon the discussion regarding lot size and shape above, the lots in Figure 8 are not adequate for the type of land use and zoning designated for this area. Parking and deliveries opportunities are somewhat limited on these lots.

Some of the other lots, the lumber yard on the southeast corner of the study, appear to have fit their different structures onto the site with a shoe horn; movement on this site is very tight considering larger pick-ups and semi-trailers are arriving and departing from the site.

### Accessibility of the Lots

Accessibility of some lots in the southern portion of the study currently do not appear to be an issue. However, there could be two very different issues arise in the future.

First, the lot to the north end has two primary uses on one lot. At present they are owned by the same company. If in the future these uses are split apart, the area to the west has the potential to become a landlocked parcel. At present all of the uses and structures gain access from the points on the property; there are no adjacent streets, except for S. Webb Road.



**Figure 8: Small Lot Sizes**

Source:  
Marvin Planning Consultants and  
Olsson Associates



**Figure 9: Accessibility**

Source:  
Marvin Planning Consultants  
and Olsson Associates

The lots identified on the very south end of the study area have a similar but different issue, the lots along Old US Highway 30 are designated as different parcels than the lots to the north. Currently, the frontage lots are owned by the same individuals/companies that own the lots in the back. This creates an issue with faulty lot layouts in the area.

### Insanitary or Unsafe Conditions

There are a number of factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

#### Junk and junk vehicles

There are locations where property owners have junk and/or junk vehicles located on their property within the study area.



Aerial of junk and junk vehicles

Source: <http://grandislandne.map.beehere.net/>

The most specific location for this condition is shown at the right. In one case, the property owner has some of the junk vehicles contained in a “security” fence with aging and sagging barbed wire along the top edge. However, in other situations junks vehicles, old campers and other items are left in the open and not secured from access by individuals. In addition to people being capable of directly access these vehicles, trailers, etc., these conditions are also very attractive places for vermin to congregate.



Photos of the area above

#### Utility Poles

Utility poles in this area, although it is not the direct concern of individual property owners, are an unsafe condition in various locations within the study area. The property shown above has a power pole located in between the buildings on the lot. This creates a potential hazard for vehicular movement, especially semi-trailers.



Another area with junk vehicles and trees

In another case near the southern edge of the study area, there are utility poles within two feet of the driving surface of S. Webb Road. In addition, one of these poles is also located less than one foot from the edge of a property driveway that accesses S. Webb Road (this specific pole is also a visual distraction for vehicles turning onto S. Webb Road); see photo to the right.



#### Stormwater Catchment

The topography found in Grand Island creates the need for unique engineering solutions to catch, store, and release stormwater. Immediately west of the study there is a large stormwater catchment facility, not in the area. This catchment could be considered an unsafe condition that is contributing to the potential blighted and substandard conditions of the area. This major catchment is very deep and is designed to handle a massive amount of water; however, there are no security measures to keep individuals both purposely or accidentally from entering this area. If the city has had a major rain event and the catchment is even partially full it could be a hazard to someone's safety.



### Unsecured materials

The field investigation of this study area identified one item that presents a possible unsafe condition. Within the study area there is one location where individuals can access the material stockpiles of the concrete plant. This would require an individual to go through the property occupied by Anixter Fasteners/Hastings Foods. Along the southwest edge of the Anixter/Hastings Foods site there is not a security fence on any type to keep someone from accessing the gravel stockpile and other items on the plant site.



### Standing Water

As discussed in detail in the drainage section of this report, standing water can be an insanitary and unsafe condition due to the potential for this to be a breeding ground for mosquitoes and their ability to spread the West Nile virus.



### Barbed Wire Fencing

There are several properties within the study area being protected with barbed wire along the top of the fence line. The use of this material within the area is a proper security measure depending on the need. However, in multiple locations in the study area it appears that the barbed wire has been allowed to deteriorate, thus indicating a lack of need. It is these locations that are considered unsafe. If the barbed wire is allowed to continue to deteriorate it is likely to come loose from the fence and be in the direct path of pedestrians and others.



### Vacant Property

One property near the southwest corner of the site, the old Weldon Parts store that is vacant. At the time of the field work for this study, the property appeared to be in a state of neglect. There were several old pallets laying around, as well as other items left behind. In addition, along the east wall of the building the weeds were growing out of control and in need of being cut and destroyed.



Based upon the field analysis, there are sufficient elements present to meet the definition of insanitary and unsafe conditions within the Study Area.

### Diversity of Ownership

After reviewing the information on the Hall County Assessor's website, the study area was found to have 18 different property owners. In order for future redevelopment to occur it may require some of these tracts to get into common ownership.



Based upon the fact that 18 different individuals, corporations, etc. own property in this area, it is determined that the high diversity of property ownership could easily be a barrier to redevelopment.



### Existence of Conditions endangering life or property due to fire or other causes

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

- The junk vehicles and other junk laying around on a number of properties
- The old Weldon Truck Parts store along Old US Highway 30
- The close proximity of the power poles along S. Webb Road
- The proximity of the unsecured stormwater catchment
- The unsecured access to the materials stockpile for the concrete plant



Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

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

Within this small study area there are a number of factors that are impairing or arresting sound growth. A couple of these include:

- The location of the Nebraska Department of Roads Maintenance Yard and Nebraska State Patrol facility; there has been an ongoing demand for larger scale commercial along US Highway 281. The Hy-Vee property immediately north of the study area was purchased for \$1,790,000 or \$205,747 per acre in 2005.
- Even though the existence of US Highways 281 and 30 as well as Webb Road and Old US Highway 30 are traffic generators in what is considered a commercial and industrial corridor, these thoroughfares have a tendency to impair and arrest sound growth practices.
- The Union Pacific Railroad mainline lies immediately to the south of the study area and also impairs sound growth practices.

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

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

Over the past 20 years the population within the study area has been stable. The population within the Study Area has been 0 residents for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

### Blighting Summary

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

- **Average age of structures is over 40 years of age**
  - Within the Study Area 58.5% of the structures meet the criteria of 40 years of age or older.
- **Deterioration of site or other improvements**
  - There are no sidewalks located along the public streets in the area.
  - The area is considerably flat and standing water is a concern.
  - Within the study area, curb and gutter existing only on 37.6% of the right-of-way and it has been determined to be in a deteriorating state.
  - In addition to a small percentage of curb and gutter, the remaining 62.4% has no curb and gutter to control stormwater runoff or to define the driving surface from other portions of the right-of-way.
  - Several properties within the study area have deteriorated or substandard site improvements including parking lots, fencing, etc.

- **Faulty Lot Layout**
  - Size of certain lots is an issue
  - Adequacy of some lots is a concern
  - Accessibility to some lots could be a problem since these lots could become land locked in the future
- **Insanitary or Unsafe Conditions**
  - Lack of sidewalk in the Study Area
  - Junk and junk vehicles are present throughout the study area
  - Utility pole locations
  - Stormwater catchment west of study area is a contributing factor
  - Unsecured materials storage
  - Standing water
  - Deteriorating barbed wire fencing
  - Vacant and neglected property
- **Diversity of Ownership**
  - Within the Study Area 22 properties are owned by 18 different property owners.
- **Dangerous conditions to life or property due to fire or other causes**
  - Junk and junk vehicles
  - The proximity of the stormwater catchment
  - Unsecured materials
  - Lack of sidewalk within the Study Area
- **Combination of factors which are impairing and/or arresting sound growth**
  - The location of the Nebraska Department of Roads Maintenance yard and the Nebraska State Patrol facility.
  - US Highways 30 and 281
  - Old US Highway 30 and Webb Road
  - Union Pacific Railroad
- **Stable or decreasing population based on the last two decennial censuses**
  - The population of the Study Area has remained stable over the past 22 years.

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

- Improper Subdivision or obsolete platting
- Substantial number of deteriorated or deteriorating structure
- Defective/Inadequate street layouts,
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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

## Substandard Conditions

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

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

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

- 17 (41.5%) units were determined to be less than 40 years of age
- 24 (58.5%) units were determined to be 40 years of age or older

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

### **Existence of Conditions endangering life or property due to fire or other causes**

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

- The junk vehicles and other junk laying around on a number of properties
- The old Weldon Truck Parts store along Old US Highway 30
- The close proximity of the power poles along S. Webb Road
- The proximity of the unsecured stormwater catchment
- The unsecured access to the materials stockpile for the concrete plant



Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

## Substandard Summary

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

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

## FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #15

Blight Study Area #15 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighted Conditions**

- **Average age of structures is over 40 years of age**
- **Deterioration of site or other improvements**
- **Faulty Lot Layout**
- **Insanitary and Unsafe Conditions**
- **Diversity of Ownership**
- **Combination of factors which are impairing and/or arresting sound growth**

- Stable or decreasing population based on the last two decennial censuses

#### **Substandard Conditions**

- Average age of the structures in the area is at least forty years
- Dangerous conditions to life or property due to fire or other causes



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item I-1

**#2013-370 - Consideration of Request from Jose Guerrero dba Mariscos Villarreal, 811 West 2nd Street for a Class “A” Liquor License**

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

Staff Contact: RaNae Edwards



RESOLUTION 2013-370

WHEREAS, an application was filed by Jose Guerrero doing business as Mariscos Villarreal, 811 West 2<sup>nd</sup> Street for a Class "A" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 2, 2013; such publication cost being \$16.28; and

WHEREAS, a public hearing was held on November 12, 2013 for the purpose of discussing such liquor license application.

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item I-2

**#2013-371 - Consideration of Amending the City Council Meeting Schedule for December 2013**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** November 12, 2013  
**Subject:** Approving Amending City Council Meeting Schedule  
**Item #'s:** I-2  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Section 2-2 of the Grand Island City Code provides that regular City Council meetings shall be held on the second and fourth Tuesdays of each month. On October 9, 2012, the City Council approved Resolution #2012-282 setting the City Council Regular Meeting schedule for 2013. Amendments to this schedule need to be approved by the City Council.

## **Discussion**

The meeting schedule for calendar year 2014, as approved in October 2012, did not adequately consider the timing of meetings for the purpose of making sure city bills are paid in a timely manner or the ability to have an agenda ready for a meeting.

### **Current Schedule**

Tuesday, November 26	second council meeting for the month of November
Wednesday, November 27	agenda for first council meeting for month of December distributed based on agenda items identified by Friday, November 22
Thursday, November 28	Thanksgiving Day
Friday, November 29	City offices closed
Monday, December 2	
Tuesday, December 3	currently scheduled as first meeting in December
Tuesday, December 17	currently scheduled as second meeting in December

The first meeting in December was approved for December 3. Given the last meeting in November is scheduled for November 26 and due to the Thanksgiving holiday on November 28 and 29, city staff will not have agenda items ready for a December 3 meeting.

In order to spread the meetings out in December, act in a fiscally responsible manner in regards to paying vendors and avoid the need for the calling of a special meeting for the purpose of paying bills, the recommendation is being made to modify December meeting dates.

The recommendation is as follows:

Move December 3 meeting to December 10

Move December 17 meeting to Monday, December 30 with a start time of 5:30 P.M.

If Council decides to leave the meeting schedule as is, a special meeting will most likely be called by the mayor for December 30, 2012 so city vendors do not need to wait four weeks before being paid in January.

### **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 amending the meeting schedule for December and hold regular sessions on Tuesday, December 17, 2013 at 7:00 p.m. and Monday, December 30, 2013 at 5:30 p.m.

### **Sample Motion**

Move to approve the amended meeting schedule for December 2013.

RESOLUTION 2013-371

WHEREAS, Section 2-2 of the Grand Island City Code provides that regular City Council meetings shall be held on the second and fourth Tuesday's of each month; and

WHEREAS, on October 9, 2012, by Resolution 2012-282, the City Council approved the meeting dates for city council meetings for calendar year 2013; and

WHEREAS, due to the length of time from the last meeting scheduled in December 2013 and the first meeting scheduled in 2014, it is necessary to amend the 2013 meeting schedule for regular city council meetings to Tuesday, December 10, 2013 at 7:00 p.m. and Monday, December 30, 2013 at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the regular City Council meetings for December be scheduled for Tuesday, December 10, 2013 at 7:00 p.m. and Monday, December 30, 2013 at 5:30 p.m.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	▣ _____
November 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item I-3

**#2013-372 - Consideration of Approving City Council Meeting  
Schedule for 2014**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** November 12, 2013  
**Subject:** City Council Meeting Schedule for 2014  
**Item #'s:** I-3  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Grand Island City Code Chapter 2-2 specifies that regular meetings of the city council shall be held in the council chambers of city hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. Chapter 2-2 also state that if a meeting date occurs on a holiday, the meeting shall be on the next business day following.

## **Discussion**

The City Clerk has prepared the proposed 2014 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 14, 2014. See attached proposed meeting dates.

## **Alternatives**

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

1. Move to approve the 2014 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2014 meeting schedule to meet the wishes of the Council
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the proposed 2014 City Council meeting schedule.

## **Sample Motion**

Move to approve the 2014 City Council meeting schedule as proposed.

## **PROPOSED**

**2014**

### **CITY COUNCIL MEETING DATES**

Tuesday, January 14, 2014

Tuesday, January 28, 2014

Tuesday, February 11, 2014

Tuesday, February 25, 2014

Tuesday, March 11, 2014

Tuesday, March 25, 2014

Tuesday, April 8, 2014

Tuesday, April 22, 2014

Tuesday, May 13, 2014

Tuesday, May 27, 2014

Tuesday, June 10, 2014

Tuesday, June 24, 2014

Tuesday, July 8, 2014

Tuesday, July 22, 2014

Tuesday, August 12, 2014

Tuesday, August 26, 2014

Tuesday, September 9, 2014

Tuesday, September 23, 2014

Tuesday, October 14, 2014

Tuesday, October 28, 2014

Wednesday, November 12, 2014

Tuesday, November 25, 2014

Tuesday, December 9, 2014

Monday, December 22, 2014



## RESOLUTION 2013-372

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

### 2014 City Council Meetings:

Tuesday, January 14, 2014  
Tuesday, January 28, 2014  
Tuesday, February 11, 2014  
Tuesday, February 25, 2014  
Tuesday, March 11, 2014  
Tuesday, March 25, 2014  
Tuesday, April 8, 2014  
Tuesday, April 22, 2014  
Tuesday, May 13, 2014  
Tuesday, May 27, 2014  
Tuesday, June 10, 2014  
Tuesday, June 24, 2014

Tuesday, July 8, 2014  
Tuesday, July 22, 2014  
Tuesday, August 12, 2014  
Tuesday, August 26, 2014  
Tuesday, September 9, 2014  
Tuesday, September 23, 2014  
Tuesday, October 14, 2014  
Tuesday, October 28, 2014  
Wednesday, November 12, 2014  
Tuesday, November 25, 2014  
Tuesday, December 9, 2014  
Monday, December 22, 2014 (5:30 p.m.)

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on November 12, 2013.

—

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	▣ _____
November 8, 2013	▣ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item I-4

**#2013-373 - Consideration of Approving Declaration of a Site Known as Redevelopment Area 14 Located on the East Side of North Webb Road between 13th Street and Faidley Avenue**

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

Staff Contact: Chad Nabity

RESOLUTION 2013-373

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, Scott Rief has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 14; and

WHEREAS, Marvin Planning Consultants 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, Scott Rief presented such study to the Grand Island City Council on August 27, 2013 and

WHEREAS, on August 27, 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 October 2, 2013 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on November 12, 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. 14 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, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item I-5

**#2013-374 - Consideration of Approving Acceptance of Appraisal for Property Located at 1306 West 3rd Street formerly the One Stop Building**

Staff Contact: Robert Sivick

# **Council Agenda Memo**

**From:** Stacy R. Nonhof, Assistant City Attorney

**Meeting:** November 12, 2013

**Subject:** Appraisal of One-Stop Property

**Item #'s:** I-5

**Presenter(s):** Stacy R. Nonhof, Assistant City Attorney

## **Background**

At the May 21, 2013, Study Session before the Grand Island City Council a presentation was made concerning potential use of property located at 1306 West 3<sup>rd</sup> Street (One Stop Building). Council directed that a formal appraisal of the One-Stop property be obtained. On May 28, 2013, this Council approved Resolution 2013-166 directing City Administration to obtain a formal appraisal of the One-Stop property.

## **Discussion**

Hendricksen Appraisal Company completed a full appraisal of the One-Stop property in September, 2013. This appraisal is confidential and submitted for Council's review under separate cover. City Administration concurs with the appraisal submitted on the One-Stop property and believes that this is the fair market value of the property. If Council accepts this appraisal as the fair market value, City Administration will then advertise this property for sale via a Request for Proposals.

## **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 Resolution 2013-374 accepting the appraisal of Hendricksen Appraisal Company as the fair market value of the One-Stop property located at 1306 W. 3<sup>rd</sup> Street, Grand Island, Hall County, Nebraska.

## **Sample Motion**

Move to approve Resolution 2013-374.

RESOLUTION 2013-374

WHEREAS, on May 28, 2013, in Resolution 2013-166 City Council directed that City Administration obtain an appraisal to determine the fair market value of the property at 1306 W. 3<sup>rd</sup> Street (One-Stop property); and

WHEREAS, City Administration engaged the services of Hendricksen Appraisal Company to determine the fair market value for the One-Stop property; and

WHEREAS, Hendricksen Appraisal Company submitted an appraisal in September, 2013; and

WHEREAS, the fair market value arrived at by Hendricksen Appraisal Company is confidential in nature; and

WHEREAS, Hendricksen Appraisal Company's submitted appraisal is in accordance with the request of the City Council to determine the fair market value of the One-Stop property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the appraisal of Hendricksen Appraisal Company is accepted as the fair market value of the One-Stop property located at 1306 W 3<sup>rd</sup> Street.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item I-6

**#2013-375 - Consideration of Approving Contract for Health Savings Account Administration**

Staff Contact: Brenda Sutherland



# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** November 12, 2013

**Subject:** Approval of HSA Administrator

**Item #'s:** I-6

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

The City of Grand Island announced a new insurance option during the last budget cycle. The option is a qualified high deductible health plan. Employees who chose this option will receive a contribution into their health savings account (HSA) in January. They can also contribute dollars out of each paycheck to help their account grow even faster.

## **Discussion**

As employees were out trying to find someone to administer their HSA, we were getting feedback in the H.R. department that led us to believe the process was getting a little overwhelming for some. The decision was made to advertise an RFP (request for proposal) for a vendor who would be the default vendor if an employee didn't choose one on their own. A committee was formed to select and interview finalists. This committee has a representative from each of the four labor unions; AFSCME, FOP, IAFF and IBEW, as well as a member from the Finance, Legal and H.R. teams.

The high deductible plan is new to our employees and the ability for employees to have a successful, stress free transition will be critical to the future success and growth of this benefit. For employees who find it a bit overwhelming to find their own HSA administrator, the City's HSA committee has selected a vendor that best met the qualifications outlined by the group. Employees still have the right to choose their own administrator.

The committee is recommending Connect Your Care to act as the City's administrator for the administration of employee health savings accounts. This selection is based on the following criteria; expertise, accessibility, cost, investment options and compliance. All of the companies that submitted proposals were good companies. The vendor that was selected best met the criteria outlined above. The committee felt Connect Your Care

brought forward the best overall package and that City employees would benefit most from the service they provided. The contract being brought forward for consideration has a three year price guarantee. The cost per account per month is \$3. This cost will be offset by the FICA savings that the City will not have to pay as employees contribute to their account, much the same as the flex plan sponsored by the City. In fact some employees will most likely shift from the Flex plan to the HSA and the cost would then be a zero sum.

The City sponsored HSA administrator is a step towards a smooth transition in what we hope will be a growing trend in the future – more employees moving toward the high deductible health plan.

### **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 contract with Connect Your Care to act as the administrator for the City HSA plan

### **Sample Motion**

Move to approve Connect Your Care to administer the City's HSA plan.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
HEALTH SAVINGS ACCOUNT ADMINISTRATION**

**RFP DUE DATE:** October 17, 2013 at 4:00 p.m.

**DEPARTMENT:** Human Resources

**PUBLICATION DATE:** September 23, 2013

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY OF PROPOSALS RECEIVED**

**Business Plans, Inc.-myCafeteriaPlan**  
Miamisburg, OH

**Wageworks, Inc.**  
San Mateo, CA

**eflexgroup, Inc.**  
Madison, WI

**Surency Life and Health**  
Overland Park, KS

**Home Federal Bank**  
Grand Island, NE

**Wells Fargo Bank, N.A.**  
Grand Island, NE

**ConnectYourCare**  
Hunt Valley, MD

**Genesis Employee Benefits**  
Minneapolis, MN

cc: Brenda Sutherland, Human Resources Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent

Tami Herald, HR Risk Mgt.  
Jaye Monter, Finance Director

**P1678**

## BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (hereinafter the “Agreement”) is made and entered into by and between City of Grand Island (hereinafter “Client”) and **CONNECTYOURCARE, LLC** (hereinafter “CYC”) as of the \_\_\_\_ day of November, 2013 (hereinafter the “Effective Date”). The services provided by CYC to Client may involve the use and disclosure of health information that is protected by federal law as defined below (hereinafter “Protected Health Information”). Therefore, the parties desire to enter into this Agreement in order to set forth the obligations regarding the Protected Health Information.

**1. Definitions.** As used herein, the following capitalized terms shall have the meanings indicated:

- a) Accounting of Disclosures. “Accounting of Disclosures” shall mean a written accounting of disclosures of Protected Health Information as articulated in 45 C.F.R. § 164.528.
- b) Breach. “Breach” shall have the same meaning as the term “breach” at 45 C.F.R. 164.402, including without limitation, the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such Protected Health Information. A “Breach” shall not include the following:
  - i) any unintentional acquisition, access, or use of Protected Health Information by an employee or person acting under the authority of Client or CYC, as long as such acquisition, access, or use was made in good faith and within the scope of such employee’s or person’s authority with Client or CYC, provided that such information is not further used or disclosed in an unauthorized manner;
  - ii) an inadvertent disclosure by a person who is otherwise authorized to access Protected Health Information at Client or CYC to another similarly situated person at the same Client or CYC, provided that any such information received as a result of such disclosure is not further used or disclosed in an unauthorized manner; or
  - iii) a disclosure of Protected Health Information where Client or CYC has a good faith belief that an unauthorized person to whom the disclosure was made would reasonably have been able to obtain such information.
- c) Business Associate Agreement. “Business Associate Agreement” shall mean an agreement that sets forth the obligations regarding the acquisition, access, use, and disclosure of Protected Health Information between the parties to such agreement.
- d) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” at 45 C.F.R. § 164.501.

- e) Electronic Health Record. "Electronic Health Record" shall mean an electronic record of health-related information on an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- f) Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to the information created, maintained, transmitted, or received by CYC (or any agent or subcontractor thereof) from or on behalf of Client.
- g) Health Plan. "Health Plan" shall have the same meaning as the term "Health Plan" at 45 C.F.R. § 160.103.
- h) HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including, without limitation, the HITECH Standards (as defined below), and all future regulations promulgated thereunder.
- i) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- j) HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder.
- k) HITECH Standards. "HITECH Standards" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act,, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules.
- l) Individual. "Individual" shall have the same meaning as the term "individual" at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- m) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164.
- n) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created, maintained, transmitted, or received by CYC (or any agent or subcontractor thereof) from or on behalf of Client.
- o) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- p) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- q) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

- r) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160, 162, and 164.
- s) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.
- t) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, the Security Rule, the HITECH Standards, or other HIPAA Rules or any future regulations promulgated or guidance issued by the Secretary thereunder.

## **2. Relationship of the Parties.**

In the performance of the work, duties and obligations described in this Agreement or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

## **3. Ownership of Protected Health Information.**

CYC acknowledges that all right, title and interest in and to any Protected Health Information furnished to CYC vests solely and exclusively with Client or the Individual to whom such Protected Health Information relates.

## **4. Obligations and Activities of CYC.**

- a) CYC agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement, any underlying agreement between the parties, or as Required By Law.
- b) CYC will make reasonable efforts to limit requests for and the use and disclosure of Protected Health Information to the minimum necessary, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for CYC to perform its obligations to Client under this Agreement, any underlying agreement, or as Required By Law.
- c) CYC agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement.
- d) CYC agrees to mitigate, to the extent practicable, any harmful effect that is known to CYC of a use or disclosure of Protected Health Information by CYC in violation of the requirements of this Agreement.
- e) CYC agrees to report to Client any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. To the extent that CYC creates, receives, maintains or transmits Electronic Protected Health Information, CYC agrees to report as soon as practicable to Client any Security Incident, as determined by CYC, involving Protected Health Information of which CYC becomes aware. At the request of Client, CYC shall identify the

date of the Security Incident, the scope of the Security Incident, CYC's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

- f) CYC shall notify Client without unreasonable delay, and in no event later than sixty (60) calendar days after, if it or any of its employees or agents discovers a Breach of Unsecured Protected Health Information. Such notification shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by CYC to have been, accessed, acquired, used, or disclosed during the Breach and any other information available to CYC about the Breach which Client is required to include in the notification of the Breach provided to the Individual in accordance with 45 C.F.R. §164.404(c). A Breach of Unsecured Protected Health Information shall be treated as discovered as of the first day on which such Breach is known or should have been known by CYC.
- g) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- h) CYC agrees to provide access, at the request of Client, and in a time and manner mutually acceptable to CYC and Client, to Protected Health Information in a Designated Record Set to Client, or, as directed by Client, to an Individual, in order to meet the requirements under 45 C.F.R. § 164.524.
- i) CYC agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Client directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Client or an Individual, and in a time and manner mutually acceptable to CYC and Client.
- j) CYC agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an Accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- k) Within ten (10) business days (or such other date that CYC and Client may reasonably agree upon) of receiving written notice from Client that Client has received a request for an Accounting of Disclosures of Protected Health Information, CYC agrees to provide to Client information collected to permit Client to make the Accounting of Disclosures required in accordance with 45 C.F.R. § 164.528.
- l) CYC agrees to honor any restriction to the use or disclosure of Protected Health Information that Client has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect CYC's use or disclosure of Protected Health Information, upon written notice by Client to CYC. Specifically, effective February 17, 2010, upon written notice from Client that an Individual has made a request to restrict the disclosure of the Individual's Protected Health Information,

CYC must comply with the requested restriction if, except as otherwise Required by Law, the disclosure is to a Health Plan for purposes of carrying out payment or health care operations and the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

- m) CYC agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by CYC on behalf of Client, available to the Secretary for purposes of determining Client's compliance with the Privacy Rule. Any release of information regarding CYC's practices, books and records is proprietary to CYC and shall be treated as confidential and shall not be further disclosed without the written permission of CYC, except as necessary to comply with the HIPAA Rules.
- n) Beginning effective February 17, 2010, if CYC uses or maintains Protected Health Information in an Electronic Health Record, CYC must provide access to such information in an electronic format if so requested by an Individual. Any fee that CYC may charge for such electronic copy shall not be greater than CYC's labor costs in responding to the request.
- o) Beginning effective February 17, 2010, CYC shall not engage in any marketing activities toward or communications with any Individual unless such marketing activities or communications are allowed by the terms of this Agreement or a separate underlying agreement between the parties, and are made in accordance with the HITECH Standards or any future regulations promulgated thereunder. Notwithstanding the foregoing, any payment for marketing activities shall be made in accordance with the HITECH Standards or any future regulations promulgated thereunder.
- p) Beginning effective February 17, 2010, if CYC knows of, or becomes aware of, a pattern of activity or practice of Client that constitutes a material breach or violation of Client's obligations under this Agreement, CYC shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful shall terminate this Agreement, if feasible, or, if termination is not feasible, report the problem to the Secretary.
- q) Beginning effective February 17, 2010, CYC shall abide by the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, specifically the Administrative Safeguards at 45 C.F.R. § 164.308, the Physical Safeguards at 45 C.F.R. § 164.310, the Technical Safeguards at 45 C.F.R. § 164.312, and the Policies and Procedures and Documentation Requirements at 45 C.F.R. § 164.316. CYC shall further abide by the most current guidance on the most effective and appropriate Technical Safeguards as issued by the Secretary.
- r) Beginning effective February 17, 2010, CYC shall not receive remuneration, directly or indirectly, in exchange for any Protected Health Information, unless so allowed by the terms of this Agreement or a separate underlying agreement



between the parties and in accordance with the HITECH Standards and any future regulations promulgated thereunder.

- s) As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. § 164.528, CYC shall account for all disclosures of Protected Health Information made through an Electronic Health Record for treatment, payment, and health care operations activities in accordance with the HITECH Standards and any future regulations promulgated thereunder.
- t) To the extent that CYC is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, CYC shall comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).

##### **5. General Use and Disclosure Provisions.**

Except as otherwise limited in this Agreement:

- a) CYC may only use or disclose protected health information as necessary to perform the services set forth in the underlying service agreement.
- b) CYC may use or disclose protected health information as required by law.
  - i) CYC may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Client, except for the specific uses and disclosures set forth below: CYC may use protected health information for the proper management and administration of CYC or to carry out the legal responsibilities of CYC.
  - ii) CYC may disclose Protected Health Information in its possession for the proper management and administration of CYC, provided that disclosures are Required by Law, or CYC obtains reasonable assurances from the third party to whom the information is disclosed that such Protected Health Information will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies CYC of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
  - iii) CYC may provide data aggregation services relating to the health care operations of the Client.
- c) The provisions of this Section 5 shall be subject to the minimum necessary requirements of Section 4(b).

##### **6. Obligations of Client.**

- a) Client shall notify CYC of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect CYC's use or disclosure of Protected Health Information.
- b) Client shall notify CYC, in writing and in a timely manner, of any change in or revocation of permission by an Individual to use or disclose Protected Health

Information, to the extent that such change may affect CYC's permitted or required use or disclosure of Protected Health Information.

- c) Client shall notify CYC, in writing and in a timely manner, of any restriction to the use and/or disclosure of Protected Health Information, which Client has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect CYC's use or disclosure of Protected Health Information.
- d) Client shall enter into a Business Associate Agreement with any third party (e.g., case managers, brokers or third party administrators) to which Client directs and authorizes CYC to disclose Protected Health Information.

#### **7. Permissible Requests by Client.**

Client shall not request CYC to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if performed by Client.

#### **8. Term and Termination.**

- a) Term. The term of this Agreement shall commence on the Effective Date, and shall terminate when all of the Protected Health Information provided by Client to CYC, or created or received by CYC on behalf of Client, is destroyed or returned to Client, or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b) Termination for Cause. Upon Client's knowledge of a material breach by CYC, Client shall either:
  - i) Provide an opportunity for CYC to cure the breach or end the violation within thirty (30) calendar days, and if CYC does not cure the breach or end the violation within thirty (30) calendar days, terminate this Agreement;
  - ii) Immediately terminate this Agreement if CYC has breached a material term of this Agreement and cure is not possible; or
  - iii) If neither termination nor cure is feasible, Client shall report the violation to the Secretary.
- c) Effect of Termination.
  - i) Except as provided in paragraph (ii) of this Section 8(c), upon termination of this Agreement for any reason, CYC shall return or destroy all Protected Health Information received from Client, or created or received by CYC on behalf of Client. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CYC. CYC shall not retain copies of the Protected Health Information.
  - ii) In the event that CYC determines that returning or destroying the Protected Health Information is not feasible, CYC shall provide to Client notification of the conditions that make return or

destruction not feasible. Upon determination that return or destruction of Protected Health Information is not feasible, CYC shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as CYC maintains such Protected Health Information.

## **9. Standards for Electronic Transactions.**

- a) In connection with CYC's obligations pursuant to this Agreement or a separate underlying agreement between the parties, CYC agrees that if it (or an agent or subcontractor) conducts an electronic transmission for which the Secretary has established a standard transaction as identified in 45 C.F.R. §§ 162.1101 through 162.1802, CYC (or its agent or subcontractor) shall comply with the requirements of the those standards. CYC specifically represents that it has obtained such compliance.
- b) CYC agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any agent or subcontractor with which it might contract to):
  - i) change the definition, data condition, or use of a data element or segment in a standard;
  - ii) add any data elements or segments to the maximum defined data set;
  - iii) use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification; or
  - iv) change the meaning or intent of the standard's implementation specification(s).
- c) CYC understands that Client reserves the right to request an exception from the uses of a standard as permitted by 45 C.F.R. § 162.940, and, if such an exception is sought, CYC agrees to participate in a test modification as articulated in that regulation.
- d) CYC understands and agrees that from time to time, the Secretary might modify the standard transactions now identified in 45 C.F.R. §§ 162.1101 through 162.1802. CYC (and any agent or subcontractor) agrees to abide by any changes to such standard transactions that might be applicable to the CYC's obligations under this Agreement or a separate underlying agreement between the parties.

## **10. Miscellaneous.**

- a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended and for which compliance is required.
- b) Amendment. No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties. Notwithstanding the

foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA. CYC shall provide written notice to Client to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires an amendment to this Agreement to comply with HIPAA. Such written

- c) notice shall include the proposed language of such amendment that is required by any such final regulation and the Agreement shall be automatically amended to incorporate the proposed amendment provided by CYC to Client, unless Client objects to such amendment, in writing, within fifteen (15) calendar days of receipt of the written notice. In the event that Client objects timely to the amendment, the parties shall work in good faith to reach an agreement on an amendment to the Agreement that complies with the final regulations. If the parties are unable to reach an agreement regarding amendment to the Agreement within thirty (30) calendar days of the date that CYC receives written objection from the Client, CYC may terminate this Agreement upon ninety (90) calendar day's written notice to Client.
- d) Survival. The respective rights and obligations of CYC under Section 8(c) of this Agreement shall survive the termination of this Agreement, unless expressly stated otherwise.
- e) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Client and CYC to comply with HIPAA.
- f) Notice. Any notice, report or other communication required under this Agreement shall be in writing and shall be delivered personally, emailed, sent by facsimile transmission, or sent by U.S. mail.
- g) Governing Law. The rights, duties and obligations of the parties to this Agreement and the validity, interpretation, performance and legal effect of this Agreement shall be governed and determined by applicable federal law with respect to the Privacy Rule and Security Rule and otherwise by the laws of the state of Nebraska.

**(SIGNATURES ON THE FOLLOWING PAGE)**

**IN WITNESS WHEREOF, (CLIENT NAME) and CONNECTYOURCARE, LLC** have each caused this Agreement to be executed by its duly authorized representative.

**(CLIENT NAME) Authorized By:**

Jay Vavricek

Name

\_\_\_\_\_  
Authorized Signature

Mayor

Title

\_\_\_\_\_  
Date

**CONNECTYOURCARE, LLC Authorized By:**

R. Jamie Spriggs

Name

\_\_\_\_\_  
Authorized Signature

Chief Executive Officer

Title

\_\_\_\_\_  
Date

## ADMINISTRATIVE SERVICES AGREEMENT

This AGREEMENT is made and entered into by and between ConnectYourCare, LLC. ("ConnectYourCare") with its headquarters at 307 International Circle, Suite 200, Hunt Valley, MD 21030 and City of Grand Island ("Employer"), with its headquarters at Grand Island Nebraska.

"Code" refers to the Internal Revenue Code of 1986, as amended.

Employer represents and ConnectYourCare acknowledges that:

- Whereas, Employer may choose to offer to its employees various types of health savings programs;
- Whereas, Employer may offer to its employees a Health Reimbursement Arrangement ("HRA") as described in the regulations underlying Code § 105 and 106;
- Whereas, Employer may offer to its employees a Health Flexible Spending Arrangement ("FSA") as described in the regulations underlying Code § 125;
- Whereas, Employer may offer to its employees a Dependent Care Assistance Program ("DCAP") Flexible Spending Arrangement as described in Code § 129 and regulations underlying Code § 125;
- Whereas, the above are collectively referred to as "The Program" or "The Programs;"
- Whereas, Employer may offer to its employees a Health Savings Account ("HSA") described in Code § 223;
- Whereas, the HSA is funded by a related trust (the "Trust") which is intended to satisfy the requirements of Code § 223 and for which HSA Bank serves as trustee ("Trustee");
- Whereas, Employer's employees may elect to enroll in an HSA under the terms set forth in the HSA Bank Health Savings Account (HSA) Enrollment Form and Agreements;
- Whereas, Employer desires ConnectYourCare to provide, in conjunction with the Trustee, certain assistance to Employer in connection with the HSA, all as more fully described in this Agreement, and ConnectYourCare is willing to provide those services;
- Whereas, Employer desires ConnectYourCare to perform certain administrative services with respect to the Program and the HSA as more fully described in this Agreement, and ConnectYourCare is willing to perform those services.

In consideration of the promises and mutual covenants contained in this Agreement, Employer and ConnectYourCare agree as follows:

1. Services: ConnectYourCare shall provide to Employer (or the employees electing the HSA) those HSA-related services described in Exhibit A. ConnectYourCare shall provide to Employer (or the Employees electing the Program) those Program-related services described in Exhibit B.
  - a) Nature of Services:
    - i) Administrative Services Only - Employer understands and agrees that ConnectYourCare's sole function under this Agreement is to act as recordkeeper or provide other administrative services in accordance with the terms of this Agreement. Under the terms of this Agreement,

ConnectYourCare does not render investment advice, is not the "plan administrator," trustee or a fiduciary, as these terms or other analogous terms may be defined under applicable state, local, or federal law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the HSA and the Programs or the Trust. ConnectYourCare is not an insurer or guarantor of any benefits provided under the Program and in no event will ConnectYourCare be obligated to use any of its own funds to provide benefits under the Program. Providing adequate funding for benefits and expenses due under, or in connection, with the Program is the sole responsibility of Employer.

- ii) Discontinuance of Services Inconsistent with Role - If, based on changes in the applicable regulatory structure or the interpretation of the regulatory structure, there is a reasonable likelihood that any service being, or to be, provided under this Agreement by ConnectYourCare could constitute a discretionary function and thereby subject ConnectYourCare to classification as a "fiduciary" under applicable state, local, or federal law with respect to the HSA or the Program, and such service could not be restructured in a manner that would not subject ConnectYourCare to classification as a "fiduciary" under applicable state, local, or federal law, then ConnectYourCare, upon reasonable notice to Employer may decline to thereafter provide that service. The failure to provide any such service shall not constitute a breach of ConnectYourCare's obligations under this Agreement.
- iii) Not ERISA Benefit Plan – If Employer offers the HSA to its employees, Employer shall do so in such a manner that it will not constitute an "employee welfare benefit plan" within the meaning of ERISA § 3(1) or an "employee pension benefit plan" within the meaning of ERISA § 3(2), and acknowledges that any services provided by ConnectYourCare with respect to the HSA need not comply with ERISA requirements.
- iv) Compliance Responsibility - Employer is solely responsible for ensuring that the HSA and the Program comply with all applicable provisions of the Code and any applicable state and local laws governing the HSA and the Program.
- v) Reliance Upon Data: All services provided by ConnectYourCare hereunder shall be based on information supplied by Employer or any other designee or agent of Employer (as designated by Employer). Employer acknowledges that the timely provision of accurate, consistent and complete HSA and Program Data in the format specified by ConnectYourCare is essential to its delivery of services, and Employer is responsible for ensuring such timely and accurate data is delivered to ConnectYourCare in ConnectYourCare's approved format. For these purposes, "HSA and Program Data" means all data and records supplied to ConnectYourCare, obtained by ConnectYourCare or produced by ConnectYourCare (based on data or records supplied to, or obtained by, ConnectYourCare) in connection with performing the services pursuant to this Agreement. HSA and Program Data include current participant names, addresses, status and contribution amounts.

- b) Data in Electronic Format: Employer agrees that administrative, contribution and recordkeeping data shall be in an electronic format acceptable to ConnectYourCare and will be updated as ConnectYourCare requires for proper processing. If the data is not submitted in an electronic format or if the format of the data requires additional translation, formatting or cleansing, ConnectYourCare reserves the right to approve or refuse such submission and to charge additional data-handling fees as required.
- c) Reliance Upon Persons Designated by Employer: Employer will provide names and other information for persons authorized to take actions for or provide information on behalf of the HSA and the Program or the Trust. Until notified of a change, ConnectYourCare may reasonably rely upon this information and may act upon instructions received from and/or on information provided by these named persons. ConnectYourCare has the right to assume that those persons continue to be authorized unless notified otherwise in writing.
- e) Customer Service:
- i) Customer Service Representatives - Customer service representatives will be available at a toll free telephone number 24 hours a day, 7 days a week (except for emergency closings) to assist participants. ConnectYourCare reserves the right to change the customer service representatives' hours of availability upon reasonable advance notice to the Employer.
  - ii) Internet Services - ConnectYourCare will provide access to ConnectYourCare website as described in paragraph 1(f) of this Agreement to allow participants and Employer to access certain account information and for participants to file claims.
  - iii) Participant Statement of Account – Participants will have access to their accounts through ConnectYourCare's website as described in paragraph 1(f) of this Agreement.
- f) Basic Benefits Portal System Services:
- i) Participant Portal - ConnectYourCare will provide participants with access to ConnectYourCare's portal system. This system will allow online claim filing. The participant will also have online access to the following:
    - Real-time history of claim submission and payment process;
    - Account management with transaction history and account balance;
    - Contribution data; and
    - Education tools.
  - ii) Non-participant Portal – As an additional service, ConnectYourCare will provide non-participants with access to ConnectYourCare's portal system for a service fee as described in Exhibit C. The non-participants will have online access to the education tools.
2. Compensation: In consideration for its services provided hereunder, Employer shall pay ConnectYourCare or its designee in accordance with the Fee Schedule provided in Exhibit C. ConnectYourCare may amend the schedule for services not yet rendered upon giving notice in writing under the same conditions specified in paragraph 7(c) of



this Agreement. If Employer is billed by ConnectYourCare, Employer shall pay all invoiced fees by utilizing an Automated Clearing House ("ACH") Electronic Funds Transfer ("EFT"), and all fees are due upon receipt of ConnectYourCare's invoice. If Employer is billed for ConnectYourCare services by the designee, Employer shall pay the designee all invoiced fees utilizing the method and due dates agreed to by Employer and the designee. In connection with the operation of its business activities, CYC may be entitled to certain bank interchange (or similar) fees. Such fees are for CYC's sole benefit and are assets of CYC in which CYC retains all title, interest and rights, including the right to allocate a portion of such CYC assets to other service providers.

3. Use of Agents or Subcontractors: ConnectYourCare may perform any of the services described in this Agreement through agents and subcontractors selected by ConnectYourCare. ConnectYourCare shall reasonably supervise any such agent or subcontractor, and the retention of agents or subcontractors shall not relieve ConnectYourCare of its duties hereunder.
4. ConnectYourCare not Legal Counsel: Employer understands and agrees that it shall review with its legal and/or tax counsel all documents and information provided to it by ConnectYourCare and that Employer shall consult such counsel on any questions concerning Employer's responsibilities under this Agreement, the HSA and the Program documents, and the legal sufficiency of any documents so provided. Employer understands that neither ConnectYourCare nor any of ConnectYourCare's other affiliates are permitted to provide Employer with legal or tax advice or otherwise engage in the practice of law. Employer acknowledges that it will not rely on any documents or information provided as if it were legal or tax advice, and ConnectYourCare shall not be liable for any legal or tax consequences resulting from such reliance.
5. Notice of Errors: All information supplied to Employer or participant will be deemed correct if notice of discrepancies is not given to ConnectYourCare by the participant or Employer within 90 days of issuance of the report statement, confirmation, or other information. After that period, ConnectYourCare will correct statements or transactional errors reflected on these statements, but will not be liable for consequential damages due to any errors not reported within that period.
6. Indemnification:
  - a) Indemnification of ConnectYourCare: Employer shall hold harmless and indemnify ConnectYourCare and its employees, agents, and subcontractors ("Indemnitees") from and against any loss, damage, liability, claims, costs and expenses, including reasonable attorneys' fees ("Liabilities"), to which the Indemnitees may become subject, which result from:
    - i) Any misrepresentation or nonfulfillment of any terms of this Agreement by the Programs, Employer, or other individual including, but not limited to, liabilities resulting from the provision of inaccurate, untimely, or incomplete information to ConnectYourCare or the failure to provide ConnectYourCare with clear instructions as to distributions;
    - ii) Any failure by Employer, or other individual to comply with the terms of the HSA and the Program;
    - iii) A violation by Program, Employer or other individual of the requirements of applicable state, local and/or federal laws;
    - iv) The making by ConnectYourCare of any benefit payment based upon

instructions that ConnectYourCare reasonably believes to be authorized;  
and

- v) Any action, conduct or activity, including the failure to take action or to perform any activity taken by ConnectYourCare at the direction of Employer or Trustee or in accordance with the Program.
- b) Indemnification of Employer: Except as provided in paragraph 6 above or otherwise in this Agreement. ConnectYourCare shall hold harmless and indemnify Employer and its employees from and against any loss, damage, liability, claims, costs and expenses, including reasonable attorneys' fees, to which Employer may become subject, which are caused directly by the gross negligence or willful misconduct by ConnectYourCare. The liability of ConnectYourCare (and its affiliates, agents and subcontractors) hereunder, regardless of the theory or form of action, shall not exceed the aggregate of the total amount of fees paid by Employer hereunder.
- c) General Conditions of Indemnification: The indemnified person shall:
  - i) Give written notice to the indemnifying party of any indemnified claim, demand or action within 15 days after it has knowledge thereof;
  - ii) Permit the indemnifying party at its option to assume control of the defense of such claim, demand or action;
  - iii) Give full cooperation in the investigation and defense on request;
  - iv) Use its best efforts to mitigate the damages: and
  - v) Not compromise or settle such claim, demand or action without the indemnifying party's written consent.

7. Duration; Termination; Successor Recordkeeper:

- a) Effective Date of Initial Plan Year: The Effective Date of Initial Plan Year will be as defined on the signature page below. The Applicable Plan Year will be the then current plan year as defined in Employer's plan documents.
- b) Duration: After an Initial Term which will end three (3) years from the Effective Date of Initial Plan Year, this Agreement will continue for successive one (1) year Renewal Terms until terminated according to paragraph 7(c).
- c) Termination: Either party may terminate this Agreement by providing written notice at least 90 days prior to the end of the Initial Term or 90 days notice prior to each subsequent one year Renewal Term. Such notice shall be deemed to have been given three (3) days after mailing in the U.S. mail or immediately upon receipt if delivered to the address set forth in paragraph 8 of this Agreement. The notice period may be waived by the party entitled to the notice.
- d) Run-Out Period: If the Agreement is terminated on an anniversary date, ConnectYourCare will, for the 90 day period immediately following the date of termination ("Run-Out Period"), continue to administer claims for expenses incurred in the previous year in the manner described in this Agreement. Upon expiration of the Run-Out Period, all obligations of ConnectYourCare to administer claims or perform any other services under this Agreement shall cease.
- e) Successor Recordkeeper: Upon termination, the parties agree that

ConnectYourCare shall have no further duty or responsibility to Employer under this Agreement except as provided by the Run-Out Period described in paragraph 7(d) of this Agreement. However, ConnectYourCare will use reasonable efforts to transfer all relevant non-proprietary information concerning the HSA and the Program that ConnectYourCare deems necessary for future operations, in ConnectYourCare's standard format, to Employer or to a successor service provider. Any unforeseeable or unusual costs or expenses incurred by ConnectYourCare in effecting this transfer shall be paid by Employer unless waived in writing by ConnectYourCare. Employer agrees that ConnectYourCare may charge reasonable fees for the provision of requested records or reports that ConnectYourCare previously provided.

- f) Survival of Indemnification: Employer acknowledges and agrees that the indemnification provisions of paragraph 6 of this Agreement shall survive the termination of this Agreement.
- 8. Notices: Any notice or other communication required under paragraph 7 of this Agreement shall be in writing and shall be delivered personally, telegraphed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed or, if sent by facsimile transmission, upon the recipient's oral verification by telephone of receipt or, if mailed, three (3) days after the date of deposit in the U.S. mail, as follows:  
If to ConnectYourCare: 307 International Circle, Suite 200, Hunt Valley, MD 21030.  
If to Employer: City of Grand Island
- 9. Entire Agreement; Amendment: This Agreement, including the Exhibits hereto, which are specifically incorporated herein contains the entire Agreement among the parties hereto with respect to the subject matter hereof, and there are no other Agreements written or oral, relating to the subject matter hereof other than those explicitly set forth herein or attached hereto. This Agreement may be amended at any time, but only when agreed to in writing by the parties.
- 10. Construction: This Agreement is the result of negotiation by both parties, and, therefore, no claim shall be made to construe any portion of the Agreement against either party on the basis of such party's participation in the negotiating thereof.
- 11. Binding Effect; No Assignment: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. Neither this Agreement, nor any right hereunder, may be assigned by any party without the written consent of the other parties hereto. Notwithstanding the foregoing, this Agreement may be assigned by ConnectYourCare to a successor entity without prior written consent of Employer.
- 12. Representations and Warranties: ConnectYourCare makes no representations or warranties, either statutory, express or implied, of any kind with respect to the services or ConnectYourCare's performance of services under the agreement, including, without limitation, those of merchantability and fitness for a particular purpose, which, without limiting the foregoing, are disclaimed by ConnectYourCare. No descriptions or specifications, whether or not incorporated into the agreement, no provision of marketing or sales materials and no statement made by any sales representative in connection with the services shall constitute representations or warranties of any kind.

13. Headings: The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.
14. Severability: If any word, phrase, sentence, paragraph, provision or section of this Agreement shall be held, declared, pronounced or rendered invalid, void, unenforceable or inoperative for any reason by any court of competent jurisdiction, governmental authority, statute or otherwise, such holding, declaration, pronouncement or rendering shall not adversely affect any other word, phrase, sentence, paragraph, provision or section of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.
15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Nebraska. The forum for any legal disputes shall be limited to courts within the State of Nebraska, and Employer consents to the personal jurisdiction therein.
16. Third Party Beneficiaries: The provisions of this Agreement are solely for the benefit of the parties hereto and their affiliates and are not intended to confer upon any person except the parties hereto any rights or remedies herein.
17. Unforeseen Circumstances: ConnectYourCare shall not be liable for any default or delay in the performance of its services under this Agreement if and to the extent such default or delay is primarily caused, directly or indirectly, by:
  - a) Fire, flood, elements of nature or other acts of God;
  - b) Any outbreak or escalation of hostilities, terrorist actions, war, riots or civil disorders in any country;
  - c) Any act or omission of the other party or any governmental authority; or
  - d) Nonperformance of a third party or any similar cause beyond the reasonable control of ConnectYourCare, including without limitation, failures or fluctuations in telecommunications or other equipment.

In any such event, ConnectYourCare shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and ConnectYourCare continues to use reasonable efforts to recommence performance or observance as soon as practicable.

18. Writing and Signature; Electronic Transactions: Unless otherwise explicitly required by law,
  - a) Any requirement for a writing under this Agreement may be rendered in any form that can reliably reproduce an accurate physical record of the communication and authenticate the source, including but not limited to facsimile transmission, electronic mail, or Internet transmission.
  - b) Any requirement of a signature under this Agreement may be rendered in any form clearly indicated by the signatory to be a signature or which complies with instructions directly given to the signatory as to the proper form of indicating a signature in an electronic or voice response environment. Appropriate forms include, but are not limited to, personal identification numbers rendered over the Internet, and facsimile transmissions.
  - c) Notwithstanding a) or b), above, the recipient of any writing or signature under this Agreement may require the confirmation of any writing or signature in

physical form (such as hand or typewritten or the equivalent) with a manual signature.

- d) Employer represents that the HSA and the Program document(s) will allow for transactions to be made by electronic means. Under the HSA and the Program document(s) and this Agreement together, notices, consents and other actions by or on behalf of, or with respect to, the HSA and the Program, its participants and their respective beneficiaries ("HSA & Program Transactions") may be effected, in whole or in part, by electronic means. Any HSA and Program Transactions relating to services provided under this Agreement may be initiated or effected by Employer, the Program, a participant or a beneficiary by use of ConnectYourCare-authorized electronic means, Internet access system (including ConnectYourCare web site) or telephone service line. Use of electronic means for HSA and Program Transactions is subject to the terms and conditions established by ConnectYourCare and disclosed to Employer and participants, and electronic transactions shall be binding on the parties if ConnectYourCare, acting in good faith, believes that such transactions are authorized by Employer, a participant, or beneficiary, as applicable.
19. Change in Trustee: Upon mutual agreement of the parties, a new trustee may be substituted for the existing Trustee. Such substitution shall not alter the obligations of ConnectYourCare or Employer under this Agreement.
20. Confidential Information: Each party shall comply with the provisions of this paragraph 20 "Confidential Information".
- a) Definition. The term "Confidential Information" shall mean the terms and conditions of this Agreement and all proprietary information, data, trade secrets, business information, financial information, tax and legal opinions, customer and prospect lists, supplier lists, business forecasts, processes, methodologies, algorithms, merchandising and marketing plans and materials, and other information of any kind whatsoever, the confidential or proprietary nature of which is reasonably apparent under the circumstances and which (a) a party or its affiliates or subcontractors ("Discloser") discloses, in writing, orally or visually, to the other Party or its Affiliates or subcontractors ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which (b) relates to (i) the Discloser, (ii) the customers and/or associates of a party or its affiliates or subcontractors, or (iii) clients or participants who have made confidential or proprietary information available to a party or its affiliates or subcontractors. Confidential Information shall not include any information that (A) is public knowledge at the time of disclosure; (B) at the time of disclosure is already in the lawful possession of the other party or its affiliates or subcontractors; (C) was made available to the other party or its affiliates or subcontractors, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information; or (D) information which a party or its affiliates or subcontractors independently develops.
  - b) Protection of Confidential Information. Each of the parties, as Recipient, hereby agrees on behalf of itself and its employees, officers, affiliates and subcontractors that Confidential Information of the other party (and of its affiliates and subcontractors) shall be kept in confidence and shall not be disclosed or made available, directly or indirectly, to any person for any reason whatsoever, other

than on a “need to know basis” and then only to: (a) its employees and officers; (b) subcontractors and other third parties specifically permitted under this Agreement, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this paragraph 20 and as otherwise provided in this Agreement; (c) independent contractors, agents, and consultants hired or engaged by a party, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this paragraph 20 and otherwise provided in this Agreement; and (d) as required by law or as otherwise permitted by this Agreement, either during the term of this Agreement or after the termination of this Agreement. Each party shall use Confidential Information of the other party only for the purposes of performing its obligations under this Agreement. A party shall use at least the same degree of care to protect the other party’s Confidential Information as it uses to protect its own information, which shall in any event be no less than reasonable care. A party shall promptly notify the other party of any actual or suspected loss or unauthorized use, disclosure of or access to the other party’s Confidential Information. Prior to any disclosure of Confidential Information as required by law, the Recipient shall (i) notify the Discloser of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with the Discloser’s reasonable, lawful efforts to resist, limit or delay disclosure.

- c) Destruction/Return of Confidential Information. Upon the termination or expiration of this Agreement, or at any time upon the request of a Party, the other Party shall return or destroy (and cause its affiliates and subcontractors to return or destroy) all Confidential Information, including Customer Information, in the possession of such party or in the possession of any third party over which such party has or may exercise control. However, to the extent such Confidential Information is necessary for the Recipient to perform one or more obligations that survive the termination or expiration of this Agreement, the Recipient shall not be required to return or destroy such Confidential Information until all such surviving obligations have been satisfied. Notwithstanding anything to the contrary herein, each party shall be entitled to retain one (1) copy of any Confidential Information of the other party for archival purposes or to satisfy any future legal requirements. Any such retained Confidential Information shall be protected as described in this paragraph 20.

IN WITNESS THEREOF, Employer has caused this Agreement to be executed by its duly authorized representative.

Date Agreement Effective: \_\_\_\_\_

Effective Date of Initial Plan Year: \_\_\_\_\_

**Employer Authorized By:**

**ConnectYourCare Authorized By:**

\_\_\_\_\_  
Jay Vavricek

Name

\_\_\_\_\_  
R. Jamie Spriggs

Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mayor

Title

\_\_\_\_\_  
Chief Executive Officer

Title

**Administration and Recordkeeping Services for Health Savings Account**

ConnectYourCare will provide the following administrative services under this Agreement:

1. Enrollment and Communications: ConnectYourCare will provide its standard enrollment kit with standard forms and notices necessary to implement the HSA's administration, including the HSA Enrollment Form, Agreement, and Terms and Conditions, all in electronic format, necessary to implement the administration with the Trustee. Customized enrollment and communication materials may be provided at additional cost, as more fully described in Exhibit C. ConnectYourCare will be reimbursed for costs incurred when using design and production facilities outside of ConnectYourCare, these costs to be Employer-reviewed and approved in advance.
2. HSA Administration and Recordkeeping:
  - a) Participant Accounts with the Trustee: Each participant in the HSA must establish his or her own HSA Trust Account with the Trustee. The Trustee will establish and maintain a participant HSA account for each program participant for whom it receives complete enrollment information. ConnectYourCare is not responsible for determining if such participants are eligible under the terms of the program or for maintaining such accounts.
  - b) Participant Files: ConnectYourCare maintains electronic records for all participants for whom participant accounts have been established. .
  - c) Transfer of HSA funds: Employer agrees to establish a payroll deduction for the HSA. ConnectYourCare will notify Employer after each contribution cycle is processed as to cumulative HSA funds processed for that period. Employer will allow ConnectYourCare to initiate transfer via Automated Clearing House (ACH) Electronic Funds Transfer (EFT) from Employer's designated bank account the cumulative HSA funds processed for that period. ConnectYourCare will deposit these funds into a pre-established sweep account owned and managed by ConnectYourCare. ConnectYourCare will remit the funds to the Trustee for deposit into each employee's HSA in accordance with an agreement between ConnectYourCare and the Trustee. ConnectYourCare will retain funds only for as long as necessary to complete the transfer of funds to the Trustee.
  - d) Reports: ConnectYourCare will provide Employer with the ability to produce program-level reports utilizing the information maintained on its recordkeeping system. Standard reports will summarize all transactions that occurred for each participant and report new enrollees within the specified time period.
3. HSA Document: All documents pertaining to the HSA will be provided by the Trustee.
4. ConnectYourCare Healthcare Payment Card: ConnectYourCare will provide participants with a healthcare payment card integrated with the participant's account. The payment card will allow the participant's account balance to automatically transfer to the payment card. The payment card can be used at any eligible healthcare merchant provided the merchant has properly configured the merchant code to identify itself correctly. Cardholders are subject to the terms and conditions described in the cardholder agreement, which will be provided with the payment card.



**Administration and Recordkeeping Services for the Programs**

ConnectYourCare will provide the following administrative services under this Agreement:

1. Enrollment and Communications: ConnectYourCare will provide its standard enrollment kit with standard forms and notices necessary to implement the Program's administration, all in electronic format. Customized enrollment and communication materials may be provided at additional cost, as more fully described in Exhibit C. ConnectYourCare will be reimbursed for costs incurred when using design and production facilities outside of ConnectYourCare, these costs to be Employer-reviewed and approved in advance.
2. Compliance With Applicable Governing Law: Employer is solely responsible for all Program documents and for ensuring that the Program complies with all applicable provisions of the Internal Revenue Code and any applicable state and local laws governing the Program. ConnectYourCare will provide basic Program information, such as participant counts, that is readily available on its systems to assist Employer with complying with the requirements of the Code
3. Administration and Recordkeeping:
  - a) Participant Accounts: ConnectYourCare will establish participant accounts for each Program participant for whom it receives complete enrollment information. ConnectYourCare is not responsible for determining if such Program participants are eligible under the terms of the Program.
  - b) Participant Files: ConnectYourCare maintains electronic records for all participants for whom participant accounts have been established.
  - c) Transfer of Funds: Employer agrees to establish a payroll deduction for the Program as applicable. In addition, Employer agrees to advance benefit payments on behalf of the plan by transferring funds from its own general assets to ConnectYourCare in an amount equal to 4% of expected annual Program contributions, but not less than \$250, this amount to be known as the Required Minimum Funding. This advance, or initial deposit, will be made prior to the Effective Date of Initial Plan Year and will be used by ConnectYourCare to pay claims.
    - i) On a weekly basis, Employer will allow ConnectYourCare to initiate a transfer via ACH EFT from Employer's designated bank account. The amount transferred will be the amount necessary to return the existing deposit balance to the Required Minimum Funding. In this manner, ConnectYourCare will, each week, have available an amount equal to the Required Minimum Funding to facilitate payment of claims for the week. Employer agrees to grant ConnectYourCare authority to write checks for the payment of allowable expenses under the Program.
    - ii) As calculated on a daily basis, if current claim payments cause the existing deposit balance to fall below 4% of the Required Minimum Funding, Employer will allow ConnectYourCare to initiate a transfer via ACH EFT from Employer's designated bank account outside the schedule provided for in paragraph 3(c)(i) of this Exhibit. The amount transferred will be the amount necessary to return the existing deposit balance to 50% of the Required Minimum Funding.

- iii) On a Monthly basis, ConnectYourCare will re-calculate the Required Minimum Funding based on the expected annual Program contributions for all Participants active at that time. If the re-calculated Required Minimum Funding exceeds the previously used Required Minimum Funding by 25% or more, the Required Minimum Funding will be replaced by the new calculation. This adjustment to the Required Minimum Funding will be part of the weekly process provided for in paragraph 3(c)(i) of this Exhibit.
  - iv) In no event will ConnectYourCare be obligated to issue claim payments of any kind or cause payment card payments to be approved if the existing deposit balance falls below zero.
- d) Claims Processing:
- i) Review of Claims - ConnectYourCare will review claims in accordance with standards set forth under applicable law, including IRS guidelines concerning eligible expenses, and Department of Labor claims procedure regulations. Employer retains the authority to decide appeals. ConnectYourCare shall have no discretionary authority with respect to the processing of claims under the Program as such claims shall be processed in accordance with the framework of policies, interpretations, rules, practices and procedures, established by Employer for the Program. ConnectYourCare's services under this Agreement are solely ministerial and non-discretionary in nature.
  - ii) Payment of Claims - ConnectYourCare will process claims within five (5) business days of the date ConnectYourCare receives a claim request from a participant. Checks, if applicable, will be issued within two (2) scheduled weekly check payment cycles, upon receipt of claims in good order. Claims are in "good order" when the reimbursement request contains all pertinent information, including information required to substantiate the claim. ConnectYourCare will not reimburse a participant's claim unless the participant has sufficient funds in his/her Program at the time the claim is submitted. If the participant does not have sufficient funds in his/her Program at the time the claim is submitted, the reimbursement request will be held by ConnectYourCare and processed in accordance with the time frame described in this paragraph starting with the date that such funds are available.

For the Health FSA only, ConnectYourCare will reimburse a participant's claim up to the amount the participant has elected to contribute to the Health FSA for the year minus any amounts previously reimbursed, whether or not the participant has sufficient funds in his Health FSA account at the time the claim is submitted, in accordance with IRS regulations.
  - iii) Unsubstantiated Claims/Ineligible Expenses - If a participant is not able to substantiate a claim, or if payment for an expense is advanced through the debit card and subsequently deemed ineligible for reimbursement, ConnectYourCare will attempt to collect these amounts from the participant. Where ConnectYourCare is unsuccessful, Employer will be responsible for collecting such amounts. ConnectYourCare will make data available to the Employer that identifies the employees and amounts

to enable Employer to deduct an amount equal to the unsubstantiated or ineligible reimbursement from the participant's paycheck or to add to the participant's taxable wages, as allowed by state law.

- e) Reports: ConnectYourCare will provide Employer with the ability to produce Program-level reports utilizing the information maintained on its recordkeeping system. Standard reports will summarize all transactions that occurred for each participant and report new enrollees within the specified time period.

4. Plan Document:

Maintenance of a document consistent with the Program operations and all legal requirements is the responsibility solely of Employer.

- a) Maintenance of Documents: ConnectYourCare will provide a sample plan document to Employer if requested. ConnectYourCare will use reasonable best efforts to provide updates to Employer in a timely manner after changes in the law and regulation. Employer will inform ConnectYourCare of changes it desires to the Program prior to the time ConnectYourCare is expected to implement those changes.
- b) Preparation of Amendments: The preparation of amendments, other documentation, or systems changes to implement amendments will be billed at ConnectYourCare's hourly service rates listed in Exhibit C.

5. ConnectYourCare Healthcare Payment Card: ConnectYourCare will provide participants with a healthcare payment card integrated with the participant's account. The payment card will allow the participant's account balance to automatically transfer to the payment card. The payment card can be used at any eligible merchant provided the merchant has properly configured the merchant code to identify itself correctly. Cardholders are subject to the terms and conditions described in the cardholder agreement, which will be provided with the payment card.

**EXHIBIT C****Fee Schedule**

In consideration for the services provided under this Agreement, Employer agrees to pay the following fees:

Monthly fee per account participant per month (PPPM)	\$3.00
Run-Out Charges (one-time fee)	\$
Set up fee (one time charge)	Waived
Annual fee per Program (waived first year)	\$
Trust services (HSA only)	Included
Healthcare Payment Card Services	Included
Additional Payment Card (initial card included)	\$
Returned check/ Automated Clearinghouse (ACH)	\$

**Additional Services Fees, check if applicable:**

<ul style="list-style-type: none"> <li>Monthly fee per non-participant per month (PEPM), (based on the number of employees with access to ConnectYourCare's portal system not participating in the Program).</li> </ul>	\$
<ul style="list-style-type: none"> <li>Enrollment meetings:</li> </ul>	\$
<ul style="list-style-type: none"> <li>Non-discrimination Testing</li> </ul>	\$
<ul style="list-style-type: none"> <li>Customized material design</li> </ul>	Hourly Rate = \$
<ul style="list-style-type: none"> <li>Additional data handling fee:</li> </ul>	Hourly Rate = \$
<ul style="list-style-type: none"> <li>Additional services:</li> </ul>	Hourly Rate = \$

RESOLUTION 2013-375

WHEREAS, the City of Grand Island advertised a request for proposal for administration of a City Health Savings Account (HSA); and

WHEREAS, the City received and reviewed proposals from vendors; and

WHEREAS, Connect Your Care is the vendor recommended to provide services for the HSA administration; and

WHEREAS, the proposed contract is for \$3 per participant per month for the contract duration of three years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve a contract with Connect Your Care for the City's Health Savings Account (HSA) administration.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	▣ _____
November 8, 2013	▣ City Attorney



# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item I-7**

**#2013-347 - Reconsideration of Approving Declaration of a Site  
Known as Redevelopment Area 13 Located North of Phoenix  
Avenue and West of Lincoln Avenue**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** November 12, 2013

**Subject:** Reconsideration of Approving Declaration of a Site  
Known as Redevelopment Area 13 Located North of  
Phoenix Avenue and West of Lincoln Avenue

**Item #'s:** I-8

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

## **Background**

Gary Jacobsen commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 13 to be prepared by Marvin Planning Consultants of David City, Nebraska. The study area includes approximately 2.16 acres referred to as CRA Area No. 13. The study focused on property bounded by the hike bike trail on the north, Lincoln Avenue on the east, Phoenix Avenue to the south and Adams Street on the west in central Grand Island. (See the attached map) On September 10, 2013, Council referred the attached study to the Planning Commission for its review and recommendation. On October 22, 2013 the City Council considered and did not approve Resolution 2013-347 that would have approved Area 13 as blighted and substandard. Council had considered amending the study to limit the area to be declared blighted and substandard to those properties within the municipal limits, specifically the Gauthier property under contract by Mr. Jacobsen. Council was told at the meeting that they would not be able to consider this smaller area; Council voted and did not approve the resolution that would have declared the whole area blighted and substandard. Since the last meeting staff has reviewed the case and determined that Council does in fact have the ability to declare a portion of the study area blighted and substandard. Council Member Minton is requesting that the City Council consider a motion to reconsider the action on Resolution 2013-347 and consider amending that Resolution so that only those portions of the study area currently in the Grand Island City Limits be declared blighted and substandard.

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.

## **Discussion**

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

### **Section 18-2109**

*Redevelopment plan; preparation; requirements.*

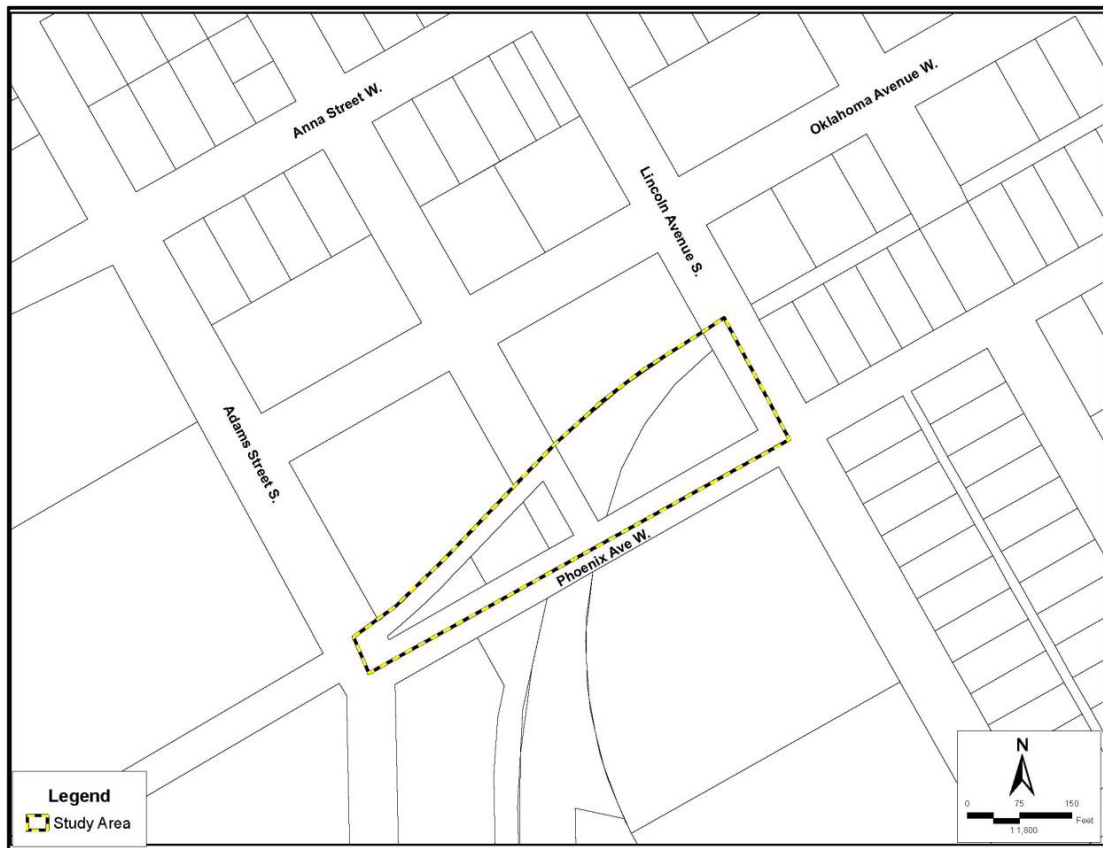
An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after a public hearing with notice provided as specified in section 18-2115, declared such area to be a substandard and blighted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

~Reissue Revised Statutes of Nebraska

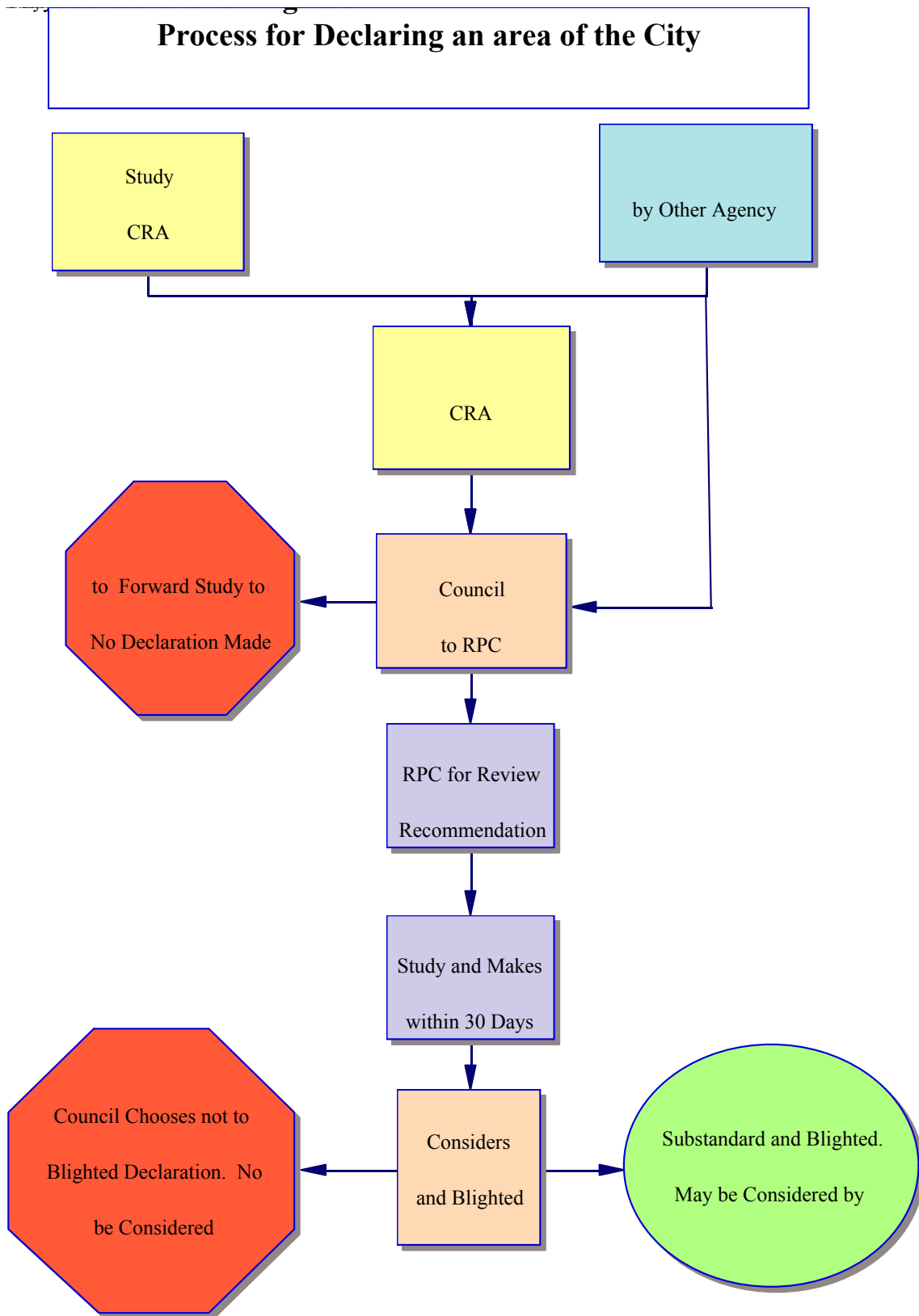
A flow chart of the blight declaration process is shown in Figure 2.

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





**Figure 1 Redevelopment Area 13 includes all properties within the hatched area.**



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

# Substandard and Blighted Declaration vs. Redevelopment Plan



- **Substandard and Blighted Declaration**
  - A Study of the Existing Conditions of the Property in Question
  - Does the property meet one or more Statutory Conditions of Blight?
  - Does the Property meet one or more Statutory Conditions of Substandard Property?
  - Is the declaration in the best interest of the City?
- **Redevelopment Plan**
  - What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?
  - How should those activities and improvements be paid for?
  - Will those activities and improvements further the implementation of the general plan for the City?

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

## OVERVIEW Continued

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

1. review the study,
2. take testimony from interested parties,
3. review the recommendation and finding of fact identified by the Planning Commission
4. make findings of fact, and
5. include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard.

### Blighted and Substandard Defined

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

#### Section 18-2103

*Terms, defined.*

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

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

(11) **Blighted area** shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the

state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

~Reissue Revised Statutes of Nebraska

## **ANALYSIS**

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 6 to 15 of the study.

### **FINDINGS FOR GRAND ISLAND**

Study Area #13 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighting Summary**

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

- Substantial number of deteriorating structures
  - 100.00% of the structures identified within the corporate limits, of the Study Area, were deemed to be in a state of deterioration or dilapidation
- Deterioration of site or other improvements
  - A large amount of sidewalk either in a deteriorated state or missing from properties in the area.
  - The existence of gravel streets within the study area.
  - The condition of the streets within the corporate limits.
- Dangerous conditions to life or property due to fire or other causes
  - The number of deteriorating structures
- Average age of structures is over 40 years of age
  - Within the Study Area 100.00% of the structures meet the criteria of 40 years of age or older.
- Improper Subdivision or obsolete platting
- Unsanitary / Unsafe conditions

- The area has major drainage issues and does not drain well and has the potential for standing water to be present for long periods of time.

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

- Combination of factors which are impairing and/or arresting sound growth
- Defective/Inadequate street layouts,
- Faulty lot layout,
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Inadequate provisions for ventilation, light, air, open spaces or sanitation, and
- Diversity of ownership.

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

### **Substandard Summary**

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

This Study Area in Grand Island meets the definition with the average age of the structures being more than 40 years of age. In addition, the area meets the criteria for the existence of conditions which endanger life or property by fire and other causes.

### **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #13**

Blight Study Area #13 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- Substantial number of deteriorating structures.
- Improper subdivision or obsolete platting.
- Deterioration of site or other improvements.
- Dangerous conditions to life or property due to fire or other causes.
- Average age of units is over 40 years of age.
- Unsanitary/unsafe conditions.

#### **Substandard Conditions**

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

- Existence of conditions which endanger life or property by fire and other causes.

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

## **RECOMMENDATION:**

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

### **Recommend Questions for Planning Commission and City Council**

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?

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

The Regional Planning Commission concluded that the area in question meets the definition of blighted and substandard.

They recommend **approval** of the declaration as blighted and substandard.

The Planning Commission held a Public Hearing on this proposal at their meeting on October 2, 2013. No members of the public spoke at the public hearing.

Grand Island has 12 areas that have been declared blighted and substandard 3,482 acres. This represents 18.20% of the area of the City. Grand Island can declare up to 35% of its municipal area blighted and substandard. If Council approves the declaration of this area as blighted and substandard 2.16 acres would be added to the blighted and substandard area in Grand Island increasing the percentage by 0.01% to 18.21% well below the 35% limitation.

## **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**

A motion was made by McCarty and seconded by Bredthauer to approve the adoption of Blight and Substandard Study Area #13 as presented based on the study prepared by Marvin Planning Consultants.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (Hayes, Snodgrass, O'Neill, Bredthauer, McCarty, Amick, Reynolds and Haskins) and no one voting against.

## **Sample Motion**

Move to reconsider the action of the October 22, 2013 meeting regarding Resolution 2013-347. If the Council chooses to reconsider the action they can consider approving the resolution by amending the study to exclude any property not within the municipal limits of Grand Island.





**City of Grand Island, NE**  
**Blight and Substandard Study**  
**Area #13**  
**July 2013**



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

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island. This study has been commissioned by an individual property owner within the community with the hope that the City will consider the study area for future redevelopment activity. The area is bordered on the south by a major transportation route and the general area of the community has begun to see some new investment in properties as well as considerable redevelopment activities.

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

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

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

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

Blight and Substandard are defined as the following:

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



*"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"*

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owner will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

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

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

### BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include commercial and public open space (primarily detention cells).

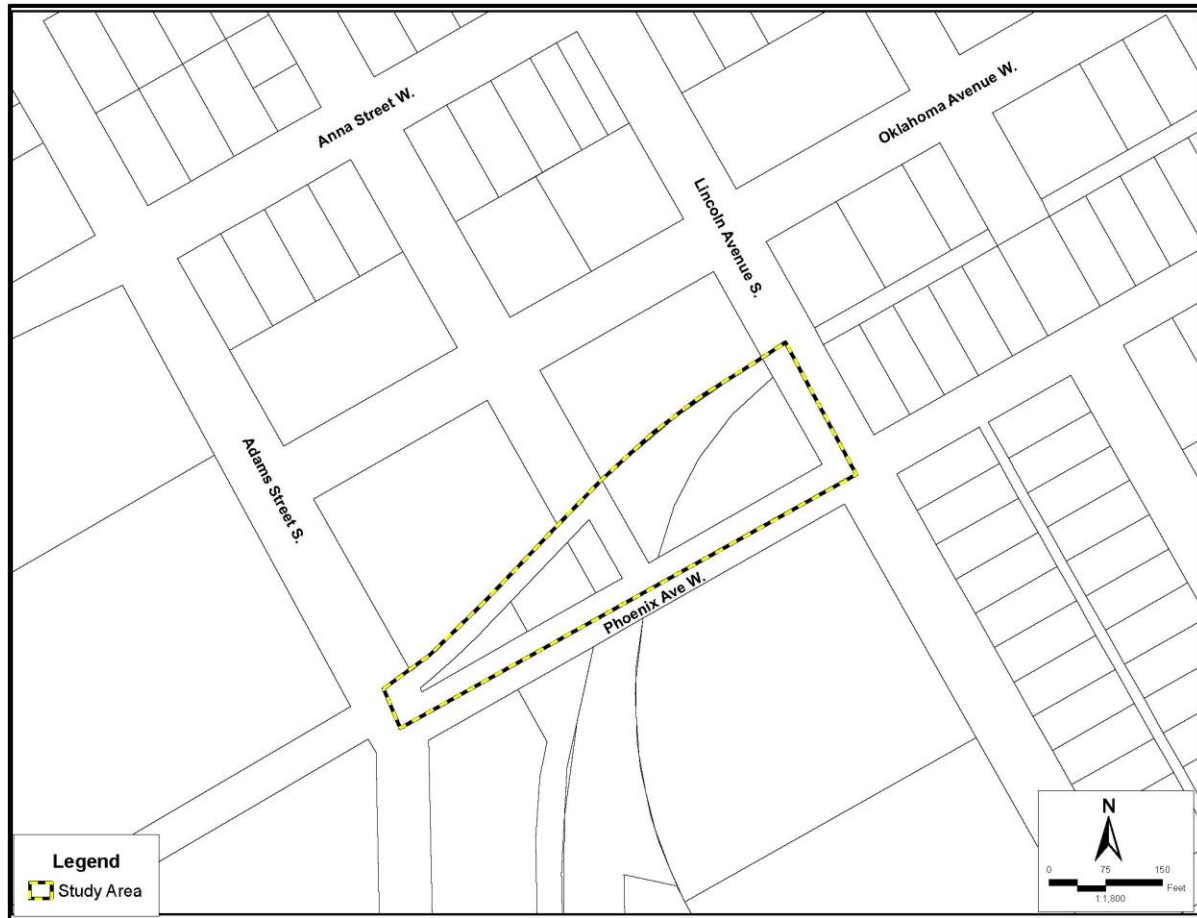
Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand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

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

### Study Area

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF LINCOLN AVENUE S. AND PHOENIX AVENUE W; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF PHOENIX AVENUE W TO THE INTERSECTION OF THE CENTERLINES OF PHOENIX AVENUE W AND ADAMS STREET S; THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF ADAMS STREET S TO THE EXTENDED NORTH RIGHT-OF-WAY LINE CITY RIGHT-OF-WAY (OLD RAILROAD RIGHT-OF-WAY); THENCE, NORTHEASTERLY ALONG NORTH RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE CENTERLINE OF LINCOLN AVENUE S; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.

**Figure 1**  
**Study Area Map**



Source: Olsson Associates 2013

## EXISTING LAND USES

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

### Existing Land Use Analysis within Study Area

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

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area.

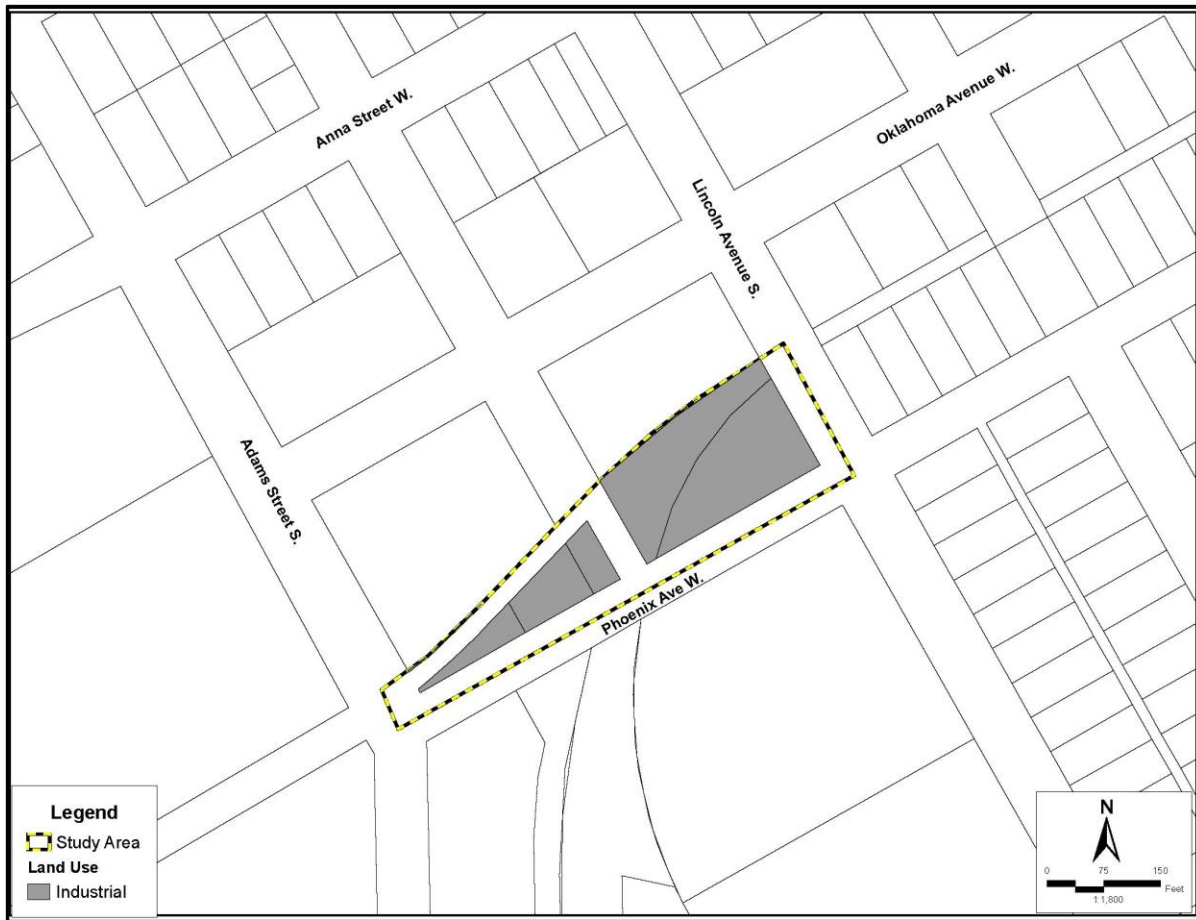
The Study Area is predominately Industrial uses with 31.0% of land in this use. The remaining 69.0% is Transportation related, specifically public right-of-way and streets.

**TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2013**

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0	0.0%	0.0%
Manufactured Housi	0	0.0%	0.0%
Commercial	0	0.0%	0.0%
Industrial	1.20	55.6%	55.6%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0.96	44.4%	44.4%
Total Developed Land	2.16	100.0%	
Vacant/Agriculture	0		0.0%
<b>Total Area</b>	<b>2.16</b>		<b>100.0%</b>

Source: 2013 Grand Island Blight Study Area 13, Marvin Planning Consultants and Olsson Associates

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



Source: Marvin Planning Consultants and Olsson Associates, 2013

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

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

### **CONTRIBUTING FACTORS**

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

#### **Age of Structure**

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

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

- Two (100.0%) units were determined to be 40 years of age or older
- Also there are numerous structures outside of the boundary in another previously blighted area that are 40 years of age or older and are negatively impacting the area under discussion.

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

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



Source: Marvin Planning Consultants and Olsson Associates, 2013



### Structural Conditions

Where structural conditions were evaluated, structures were either rated as: No problems, Adequate, Deteriorating, or Dilapidated. The following are the definitions of these terms:

#### No Problem/ Adequate Conditions

- No structural or aesthetic problems were visible, or
- Slight damage to porches, steps, roofs etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window sills and frames.



#### Deteriorating Conditions

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, or roof (up to 1/4 of wall or roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked window panes,
- Some rotted or loose windows or doors (no longer wind- or water-proof), and
- Missing bricks, or cracks, in chimney or makeshift (uninsulated) chimney.

#### Dilapidated Conditions

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

These are criteria used to determine the quality of each structure in the Study Area.

In a recent conditions survey, the structures within the corporate limits were rated. Within the corporate limits portion of the study area there are a total of two structures.

After reviewing the overall conditions of the structures in the corporate limits portion include:

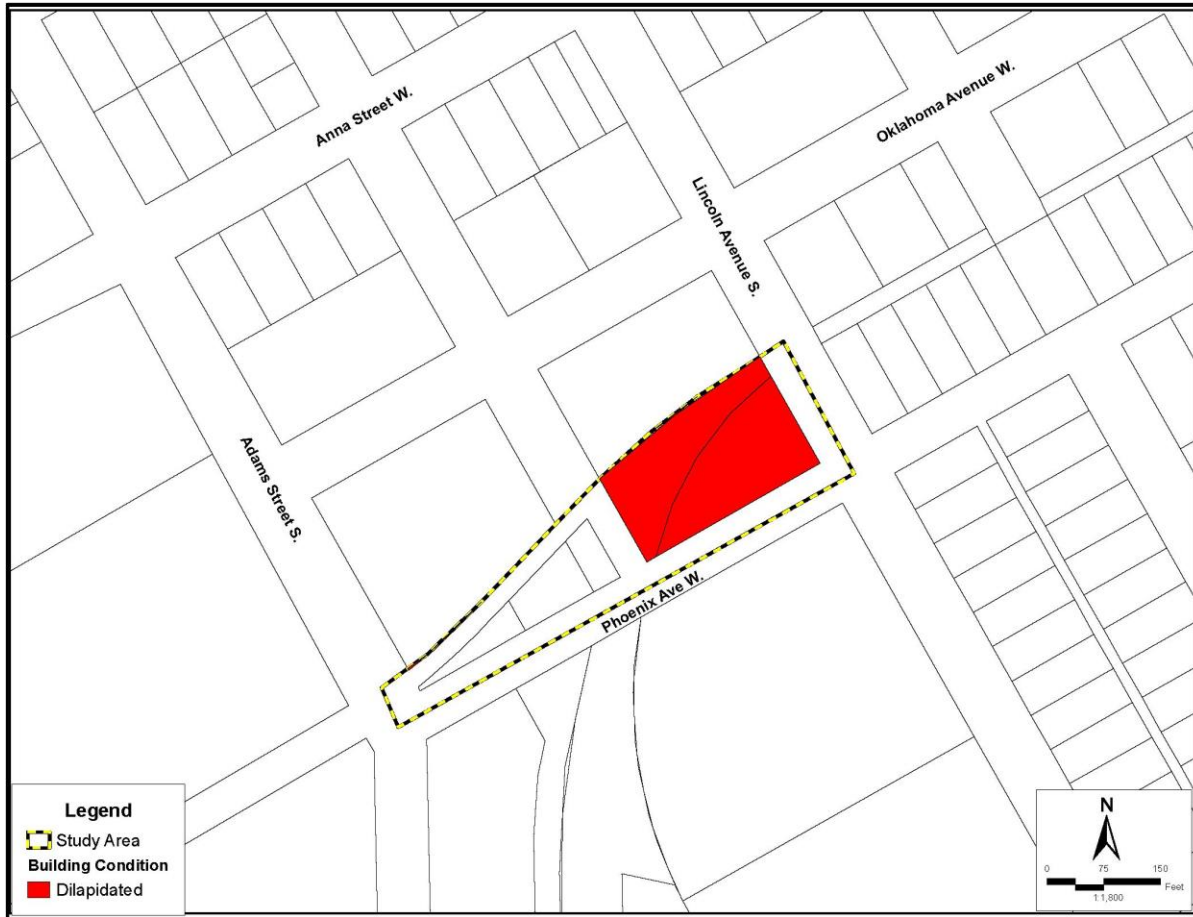
- 0 (0.00%) structures rated as adequate
- 0 (0.00%) structures rated as deteriorating
- 2 (100.0%) structures rated as dilapidated

Overall, 100.0% of the structures in this area are in a state of disrepair. Figure 3 shows the data on a block level as opposed to structure. Typically, if there were several structures deemed to be deteriorating or dilapidated then the entire block was downgraded. For purposes of this study there is approximately 100.0% of the block area within the Study Area has dilapidated structures.

Due to the state of disrepair of a number of properties in the area, the conditions represent conditions which are Dangerous to conditions of life or property due to fire or other causes.



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



Source: Marvin Planning Consultants and Olsson Associates, 2013

### Sidewalk Conditions

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

Within the study area there is approximately 802.32 lineal feet of sidewalk. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 0 (0.00%) lineal feet of adequate sidewalk
- 337.65 (42.1%) lineal feet of deteriorating sidewalk
- 464.67 (57.9%) lineal feet of no sidewalk. There was no sidewalk deemed to be dilapidated.



Overall, 100% of the sidewalks are in either a deteriorating state or completely missing. Missing sidewalk is as bad as dilapidated or deteriorating sidewalk since there is no safe place to walk other than across someone else's property or in the street. See Figure 5 for the locations of these sidewalks.

Due to the large amount of deteriorating and missing sidewalk, the sidewalk conditions would be a direct contributing factor.

### Street Conditions

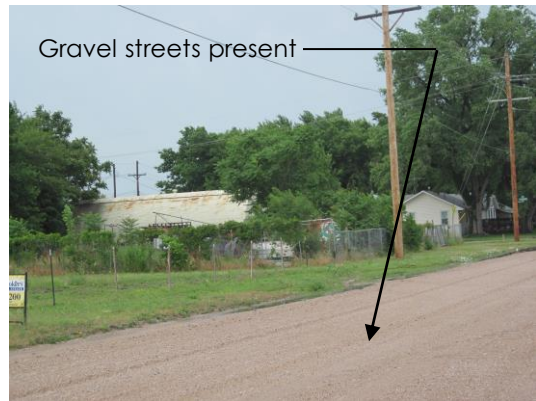
The street conditions were analyzed in the Study Area. The streets were also rated on four categories; adequate, deteriorating, dilapidated, and missing completely. The following is the breakdown for the area.

Within the study area there is approximately 932.64 lineal feet of street. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- 0 (0.00%) lineal feet of adequate street
- 606.13 (65.0%) lineal feet of deteriorating street
- 326.51 (35.0%) lineal feet of gravel streets.
- There was no street deemed to be dilapidated.

Overall, 100.0% of the streets are in either a deteriorating state or were paved with gravel, thus an obsolete material for an urban area. See Figure 6 for the locations of these streets.

Due to the large amount of deteriorating and missing street, the street conditions would be a direct contributing factor.



### Curb and Gutter

Curb and Gutters have a number of direct and indirect roles in neighborhoods. Their primary functions is to be a barrier that collects and directs water to be drained away. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area were examined similarly to streets and sidewalks. The curb and gutter will be graded as either adequate, deteriorating, dilapidated, or missing. In addition, curb and gutter will be examined based upon their location, within the incorporated area or within the county industrial park.



Within the study area there is approximately 804 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- 160.00 (19.9%) lineal feet of adequate curb and gutter
- 196.44 (24.4%) lineal feet of deteriorating curb and gutter
- 447.97 (55.7%) lineal feet of no curb and gutter or rural section.

There was no curb and gutter deemed to be dilapidated.

In total, 80.1% of the curb and gutters are in either a deteriorating state or are missing. See Figure 7 for the locations of these curb and gutter.

Due to the large amount of deteriorating and missing curb and gutter, the curb and gutter conditions would be a direct contributing factor.

### Deterioration of site or other improvements

Throughout this Area, there is a large portion of sidewalk that is either deteriorating or missing. In addition, a large portion of the curb and gutter has been determined to be either deteriorating or missing.

Finally, the area has a large amount of deteriorating streets. The streets have been patched over and over due to large amounts of cracking that has been occurring in the pavement.

These are major considerations in determining if the area has deteriorated sites or improvements.

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



### **Dangerous conditions to life or property due to fire or other causes**

There are two structures within the Study Area that are deteriorated and appear to be getting worse. The continued deterioration from this point forward will place some of these properties at risk for fire.

In addition, there are a couple of properties in close proximity that if they go untouched in the future could present a danger to life if someone were to sneak onto the property. This property needs to have a repaired security fence put into place in order to minimize the threat.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

### **Improper Platting or Obsolete Platting**

The majority of this area was platted in the 1800's as the city began to grow and when there was still an active railroad line serving this part of Grand Island. The vast number of the lots, as they are platted today, will be difficult to redevelop.

Based upon the review of the plat of the area, there are sufficient elements present to meet the definition of improper platting or obsolete platting within the Study Area.

### **Unsanitary / Unsafe conditions**

The area being evaluated for the conditions of blighted and substandard needs to be examined for the unsanitary and unsafe conditions. A primary item that was examined was the drainage conditions of the area.

#### *Drainage Conditions*

Grand Island has a long history of drainage issue due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems. One field survey was completed the same day of a rain event. During the field visit there was standing water throughout the entire area. Water was standing in large potholes, in drainage ditches, along areas that were supposed to drain the water away.



Standing water from poor drainage can be a catalyst for Health issues like West Nile due to the potential mosquito breeding that can occur.



Drainage also can be tied directly to the next issue that was analyzed during the field investigations, curb and gutter conditions.

Based upon the field analysis, there are sufficient elements present to meet the definition of unsanitary/unsafe conditions within the Study Area.

### **Blighting Summary**

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

- Substantial number of deteriorating structures
  - 100.00% of the structures identified within the corporate limits, of the Study Area, were deemed to be in a state of deterioration or dilapidation
- Deterioration of site or other improvements
  - A large amount of sidewalk either in a deteriorated state or missing from properties in the area.
  - The existence of gravel streets within the study area.
  - The condition of the streets within the corporate limits.
- Dangerous conditions to life or property due to fire or other causes
  - The number of deteriorating structures
- Average age of structures is over 40 years of age
  - Within the Study Area 100.00% of the structures meet the criteria of 40 years of age or older.
- Improper Subdivision or obsolete platting
- Unsanitary / Unsafe conditions
  - The area has major drainage issues and does not drain well and has the potential for standing water to be present for long periods of time.

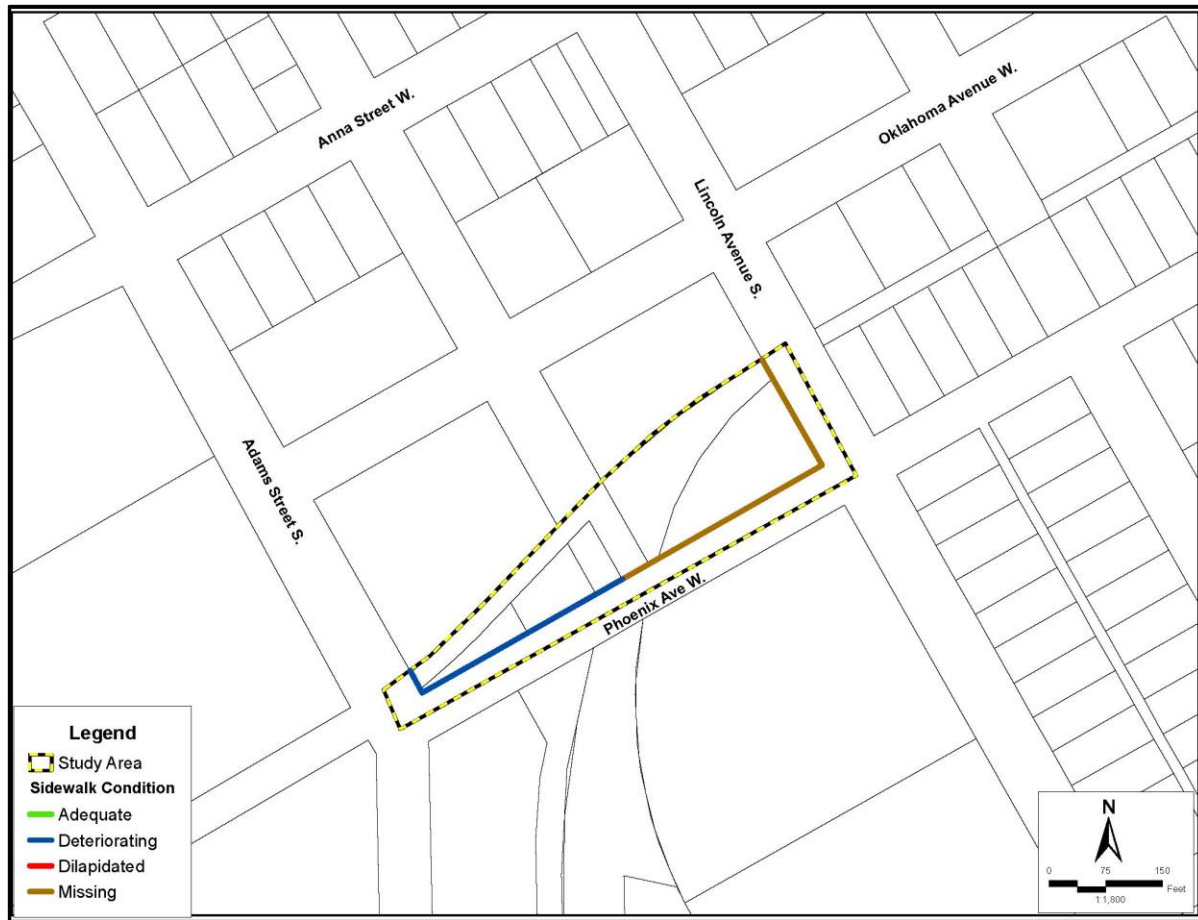
The other criteria for Blight were not present in the area, these included:

- Combination of factors which are impairing and/or arresting sound growth
- Defective/Inadequate street layouts,
- Faulty lot layout,
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Inadequate provisions for ventilation, light, air, open spaces or sanitation, and
- Diversity of ownership.

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

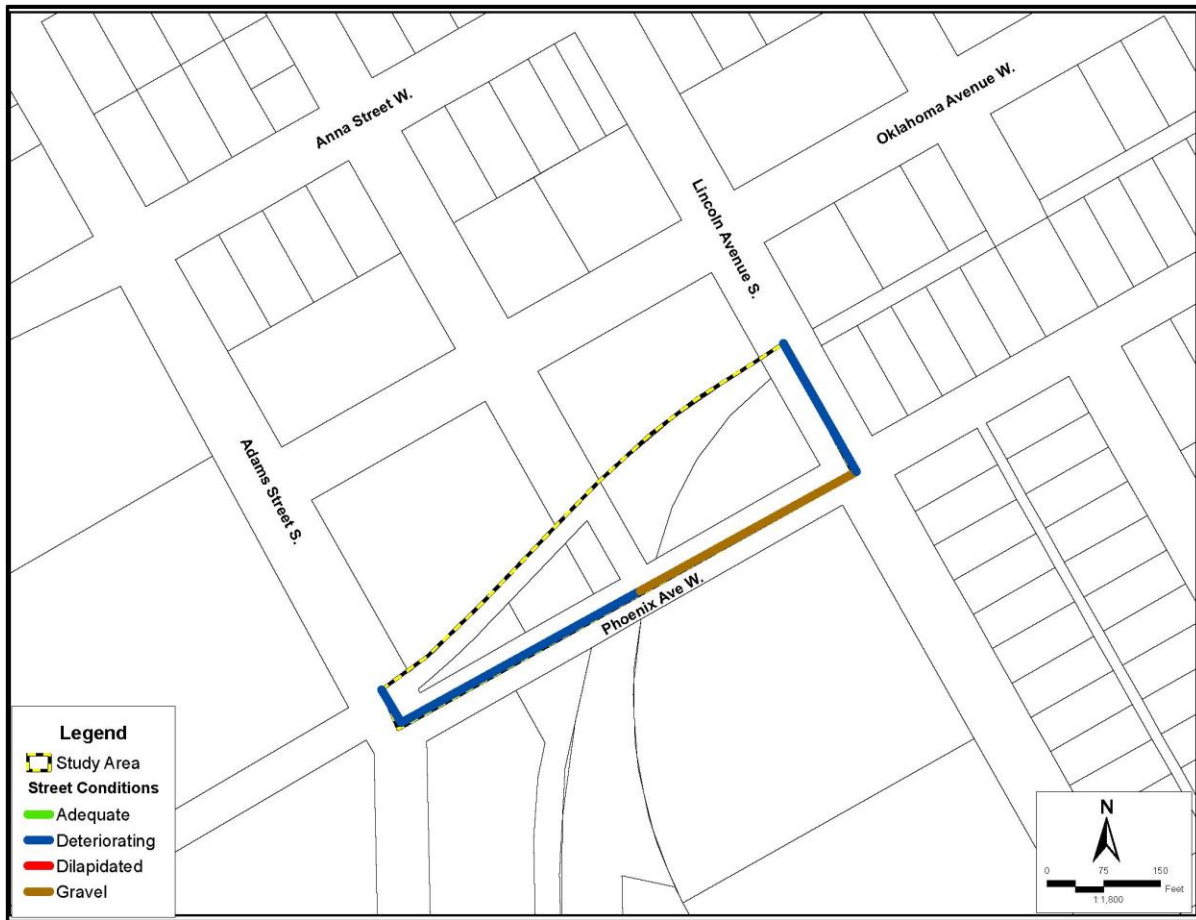


**Figure 5**  
**Sidewalk Conditions**



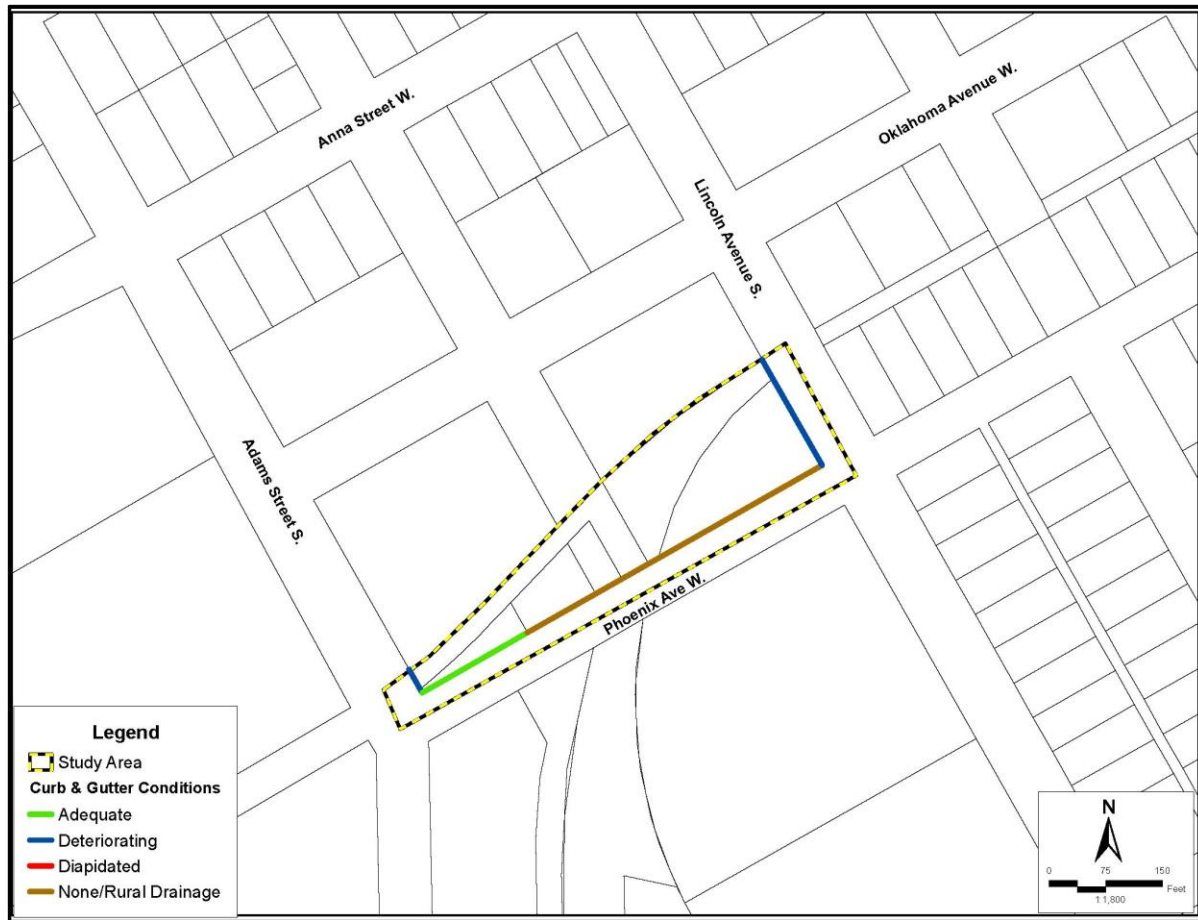
Source: Marvin Planning Consultants and Olsson Associates, 2013

**Figure 6**  
**Street Conditions**



Source: Marvin Planning Consultants and Olsson Associates, 2013

**Figure 7**  
**Curb and Gutter Conditions**



Source: Marvin Planning Consultants and Olsson Associates, 2013

## **Substandard Conditions**

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

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

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

- 0 (0.00%) units were determined to be less than 40 years of age
- 2 (100.00%) units were determined to be 40 years of age or older

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

## **Substandard Summary**

Nebraska State Statute requires that at least one of five substandard factors be present in a community. This Study Area in Grand Island has one of the five. The other criteria for Substandard were not present or the data was not readily accessible in the area, these included:

- Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- the per capita income of the area is lower than the average per capita income of the city or in which the area is designated
- the area has had either stable or decreasing population based on the last two decennial censuses.

## **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #13**

Blight Study Area #13 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighted Conditions**

- Improper subdivision or obsolete platting
- Deterioration of site or other improvements,
- Dangerous conditions to life or property due to fire or other causes,
- Average age of units is over 40 years of age.

### **Substandard Conditions**

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



RESOLUTION 2013-347

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, Gary Jacobsen has caused to be prepared a Blight and Substandard Study for an area referred to as Area No. 13; and

WHEREAS, Marvin Planning Consultants 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, Gary Jacobsen presented such study to the Grand Island City Council on September 10, 2013 and

WHEREAS, on September 10, 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 October 2, 2013 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on September 22, 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. 13 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, November 12, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
November 8, 2013	☐ City Attorney



# **City of Grand Island**

**Tuesday, November 12, 2013**

**Council Session**

## **Item I-8**

**#2013-376 - Consideration of Approving Settlement Offer in  
Kortum vs City of Grand Island**

**Staff Contact: Robert Sivick**

# **Council Agenda Memo**

**From:** Robert J. Sivick, City Attorney

**Meeting:** November 12, 2013

**Subject:** Consideration of Approving Settlement Offer in *Kortum v. City of Grand Island*

**Item #'s:** I-8

**Presenter(s):** Robert J. Sivick, City Attorney

## **Background**

In April, 2013 former and now retired Grand Island Police Captain Peter E. Kortum filed a complaint against the City of Grand Island (City) alleging gender discrimination in the way his lump sum pension benefits were calculated under the Nebraska Police Officers Retirement Act. Specifically, Captain Kortum alleged such calculation resulted in an underpayment of those benefits. The matter was transferred from the Nebraska Equal Opportunity Commission to the United States Equal Employment Opportunity Commission (USEEOC) due to Captain Kortum's allegations the City violated Federal anti-discrimination laws.

In July, 2013 the USEEOC issued a determination Captain Kortum was subjected to gender discrimination by the City as a result of the manner in which his lump sum pension benefits were calculated. Since that time City legal staff, Captain Kortum's legal counsel, and Federal officials have engaged in settlement discussions with the goal of reaching an agreement on the matter rendering further litigation unnecessary. Last week Captain Kortum tendered to the City his last and best settlement offer in the amount of \$141,500.00.

## **Discussion**

If the Council accepts Captain Kortum's offer by voting to approve Resolution 2013-376 Captain Kortum will release the City from his claim of discrimination and any and all other potential claims arising from his employment with the City.

## **Alternatives**

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

1. Move to approve.
2. Move to reject.

## **Recommendation**

City Administration recommends the Council approve Resolution 2013-376 accepting the settlement offer tendered by Captain Kortum in the matter of *Kortum v. City of Grand Island*.

## **Sample Motion**

Move to approve Resolution 2013-376 accepting the settlement offer of Captain Kortum in the matter of *Kortum v. City of Grand Island* and authorizing the Mayor to sign the Settlement Agreement on behalf of the City.

## **Settlement Agreement and Release**

This Settlement Agreement and Release (“Agreement”) is made by and between PETER E. KORTUM (“KORTUM”) and The City of Grand Island, Nebraska. (“The City”), (collectively, the “parties”).

This Agreement is made with reference to the following facts:

Whereas, KORTUM filed a charge of discrimination with the US Equal Opportunity Commission – 32E-2013-00416 (the “Charge”). The EEOC issued a reasonable cause finding that The City of Grand Island, Nebraska discriminated against Kortum on the basis of his gender in the payment of his Lump Sum Pension Benefit in 2013;

Whereas conciliation efforts between the EEOC, KORTUM and THE CITY have occurred;

Whereas, the parties wish to resolve all claims between KORTUM and THE CITY with regard to all matters arising out of KORTUM’s employment with THE CITY, by entering into this Agreement on the terms set forth in this Agreement.

Now, therefore, the parties agree as follows:

1. No Admissions. By making this Agreement, THE CITY does not admit any wrongdoing or any violation of KORTUM’s rights. This Agreement is in compromise and settlement of disputed claims and may not be construed in any other matter.

2. Payment. In consideration for every one of KORTUM’S agreements and covenants set forth in this Agreement, each of which is an essential and indispensable part of this Agreement, THE CITY shall pay to KORTUM and his attorneys the Gross Sum of \$141,500.00 as described in paragraph 5 below. KORTUM understands and agrees that he would not receive the monies and benefits specified in this paragraph but for his execution of this Agreement and the fulfillment of the promises contained in this Agreement. The consideration identified in this paragraph shall be provided within 10 days of KORTUM’s execution of this agreement and after he and his legal counsel provide W-9s to THE CITY.

3. Release. As used in this Agreement, “THE CITY” shall include The City of Grand Island, Nebraska, any current or former elected or appointed official of the City of Grand Island, Nebraska any and all current or former employees of the City of Grand Island, Nebraska and any current or former insurers, trustees, directors, officers, employees, agents, predecessors, successors, and assigns, in both their individual, official and/or organizational capacities. In consideration for every one of THE CITY’S agreements and covenants set forth in this Agreement, each of which is an essential and indispensable part of this Agreement, KORTUM fully and forever releases

and discharges THE CITY from any and all claims, demands, causes of action, and liabilities that exist as of the date he signs this Agreement, including, but not limited to, any and all claims, demands, causes of action, and liabilities arising out of or in any way connected with KORTUM's employment with THE CITY, whether presently asserted or unasserted, known or unknown, for acts or omissions of THE CITY prior to the date this Agreement is executed, and specifically including, but not limited to, claims, demands, causes of action, or liabilities alleging retaliatory discharges in violation of Nebraska public policy, promissory estoppel, breach of contract, breach of the covenant of good faith and fair dealing, negligent misrepresentation, intentional interference with contractual relations, fraudulent misrepresentation, per se tort, violations of the Fair Labor Standards Act, the Nebraska Wage Payment Collection Act, the Pregnancy Discrimination Act, the Family Medical Leave Act of 1993, U.S.C. §2615, Title VII, the Civil Rights Act of 1964, 42 U.S.C. §1981, the Americans with Disabilities Act, the Employee Retirement Income Security Act, 29 U.S.C. §1001 et. seq., including §510, the Nebraska Fair Employment Practices Act, the Older Worker Benefit Protection Act, the Age Discrimination in Employment Act, as amended; the Nebraska Age Discrimination in Employment Act, Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Immigration Reform and Control Act, as amended; the Workers' Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002, as amended; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the National Labor Relations Act, wrongful discharge, general retaliation or violation of public policy, torts-including tortious interference, intentional or negligent infliction of emotional distress or mental anguish, assault and battery, defamation, libel, slander, invasion of privacy, false public light; violation of HIPAA; any claim alleging discrimination under federal, state or local law on the basis of race, color, religion, sex, national origin, disability, age, or other protected category; or any other claim based on any federal, state, or local constitution, statute, ordinance, or common law; and all claims for attorney fees, liquidated or punitive damages, and costs in connection with any claim, demand, cause of action, or liability. KORTUM intends by this release to eliminate completely and permanently all claims of every nature whatsoever against THE CITY for acts or omissions prior to the date of this Agreement and this release shall be broadly construed to that end. Finally, KORTUM affirmatively represents that he has not been involved in any work-related accidents not previously reported and has suffered no other work-related injuries not previously reported while THE CITY employed him.

4. Affirmations. Other than his claim for pension benefits (as set forth in EEOC complaint 32E-2013-00416), KORTUM affirms that he has been paid and/or received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and that no other payment is due him, except as provided for in this Agreement.

5. Distribution. The gross payment of \$141,500.00 shall be distributed as follows: Within 10 days of KORTUM's execution of this agreement, THE CITY shall deposit \$91,100.21 in the City of Grand Island, Nebraska's Police Retirement/Pension cash account for the benefit of Peter E. Kortum. This amount shall thereafter be rolled over to a Qualified 401(k) account as to be designated by KORTUM. It is intended that

the deposit and transfer be treated in the same manner as the retirement benefits previously paid to KORTUM in February, 2013 in order to make this a non-taxable event for KORTUM. THE CITY agrees to pay an additional \$3,233.13 to Kortum with a 1099 to be issued to him by THE CITY in this amount; THE CITY agrees to pay Vincent M. Powers & Associates the sum of \$47,166.66 for attorney's fees and to issue a 1099 to the firm in said amount.

6. Tax Liability. THE CITY agrees to makes payments to Kortum and his legal counsel as noted in paragraph 5 above. THE CITY makes no representation regarding the tax consequences or liability arising from the payment. KORTUM understands and agrees that any and all tax liability that may become due because of the payments contained within this Agreement are his responsibilities. KORTUM agrees to bear all tax consequences, if any, attendant upon the payment to him.

7. Complete Agreement. This Agreement sets forth the complete agreement between the parties relating to the subjects in this Agreement. There are no other representations, terms, or agreements concerning this Agreement, whether oral, written, express, or implied, which are not contained in this Agreement. KORTUM acknowledges and agrees that, in executing this Agreement, he has not relied upon any representations or statements not set forth in this Agreement.

8. Warranty of No Liens/Claims Against Settlement. KORTUM further expressly warrants that no other person or entity has asserted or is able to assert any lien, claim, or entitlement to any portion of the consideration recited above which has not been satisfied or will not be satisfied immediately out of the above-recited consideration for the release being paid.

9. Governing Law and Jurisdiction. The substantive laws of the State of Nebraska, without regard to its or any state's choice of law provisions, will govern this Agreement.

10. Interpretation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement has been negotiated by and among the parties' attorneys and shall not be construed against the "drafter". If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction, and cannot be modified to be legal, valid, or enforceable, the remainder of this Agreement shall not be affected.

In witness of this Agreement, the parties have executed this Agreement as follows:

\_\_\_\_\_  
PETER E. KORTUM

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JAY VAVRICEK, MAYOR

\_\_\_\_\_  
DATE

RESOLUTION 2013-376

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

That the City accept the settlement offer of former and now retired Police Captain Peter E. Kortum and enter into a Settlement Agreement with him in the matter of *Kortum v. City of Grand Island* (U.S. Equal Employment Opportunity Commission – 32E-2013-00416) and disburse to Captain Kortum and his attorneys the sum of One Hundred, Forty-One Thousand and Five Hundred Dollars (\$141,500.00).

That the Mayor is authorized to execute on behalf of the City a settlement agreement in *Kortum v. City of Grand Island*. That said agreement will include a complete release by Captain Kortum in favor of the City of Grand Island for any claims or potential claims arising out of his employment with the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2013.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 8, 2013	▣ City Attorney





# City of Grand Island

Tuesday, November 12, 2013

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of October 23, 2013 through November 12, 2013**

*The Claims for the period of October 23, 2013 through November 12, 2013 for a total amount of \$6,936,734.95. A MOTION is in order.*

Staff Contact: Jaye Monter