
City of Grand Island



Tuesday, November 26, 2013
Council Session Packet

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

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

Call to Order

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

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

Invocation - Pastor Caroline Price-Gibson, First Presbyterian Church, 2103 West Anna Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item C-1

Presentation of Fire Department Citizen's Citation to Hanna Moeller, Megan Schafer, Angie Puller, and Tiffany Landon

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: EMS Division Chief Russ Blackburn

Meeting: November 26, 2013

Subject: Citizen's Citation

Item #'s: C-1

Presenter(s): Fire Chief Cory Schmidt
EMS Division Chief Russ Blackburn
Paramedic Ryan Seaman

Background

Sudden Cardiac Arrest is a leading cause of death in the United States, claiming nearly 300,000 lives each year. During a sudden cardiac arrest, heart function ceases – abruptly and without warning. When this occurs, the heart is no longer able to pump blood to the rest of the body, and in some 95 percent of victims, death occurs.

While Sudden Cardiac Arrest (SCA) is a significant public health crisis, it is often misunderstood. SCA is not a heart attack. A heart attack occurs when a blood vessel becomes blocked and interrupts blood flow to the heart, causing heart muscle to die. Sudden cardiac arrest occurs when the heart's electrical system malfunctions and the heart stops beating. Most of these deaths occur with little or no warning, from a syndrome called sudden cardiac arrest. The most common cause of sudden cardiac arrest is a disturbance in the heart rhythm called ventricular fibrillation.

Once a cardiac arrest occurs, cardiopulmonary resuscitation (CPR) and defibrillation is required within the first several minutes to restore electrical activity to the heart and revive the heart's pumping function. Availability of Automated External Defibrillators (AEDs) is critical for rapid response to cardiac arrest.

Discussion

On September 11, 2013 a patron of the Xenon International Academy had completed her appointment and was heading home when she suffered cardiac arrest. Four people performed CPR on the patron until paramedics arrived. The patron was taken to the hospital and survived to be discharged from the hospital to recovery care. The patient

declined an invitation to attend these proceedings. The patient did agree that these ladies deserve the recognition for their actions on that day.

The four people were two other patrons of the Xenon school, Angie Puller and Tiffany Landon, and two students of the school, Hanna Moeller and Megan Schafer. The patient collapsed outside of Xenon in a pouring rain and the two patrons, Angie and Tiffany, went out to start CPR. The Administrator of Xenon was told about what was happening. She went out to the front of the school, and on the way asked if anyone knew CPR. Hanna and Megan were in the school's café and went out to help taking over CPR from the first providers. The administrator, Kristi King, helped hold a cape over the people doing CPR and another bystander loaned a CPR mask to the rescuers doing CPR.

Hanna was trained in Red Cross CPR when she worked as a lifeguard at a swimming pool.

Megan was trained in CPR as a Certified Nursing Assistant at Saint Francis Medical Center.

Angie was trained by American Heart Association in CPR as a nurse. Angie is a nurse in Ord's hospital.

Tiffany Landon was trained in Red Cross CPR for another job, but kept up the training because she is a mother. Tiffany is a teacher at Platte Valley Children's Academy.

Recommendation

It is recommended that Hanna Moeller, Megan Schafer, Angie Puller, and Tiffany Landon be presented with the Grand Island Fire Department's Citizen's Citation for their life saving efforts on September 11, 2013.



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item E-1

**Public Hearing on Request to Rezone Property Located at 309
Shady Bend Circle from R1 Suburban Density Residential to RD
Residential Development**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 26, 2013

Subject: Rezone Properties from R1 Suburban Density Residential to RD Residential Development Zone.

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

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

Background

Concerning an application that has been made to rezone 2.55 acres north of Shady Bend Circle and west Shady Bend Road from R1 Suburban Density to RD Residential Development Zone.

The developers are proposing to build ten duplexes (20 units) on the property with buildings as shown on the attached plans.

Discussion

At the regular meeting of the Regional Planning Commission, held November 6, 2013, the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained the Hall County Housing Authority wants to construct the \$3.5 million Shady Bend Villa Project on 2.5 acres west of Shady Bend Road and south of Shady Bend Circle.

There was a lengthy discussion over how to address the drainage issues along Shady Bend Road and Seedling Mile Road.

O'Neill closed the Public Hearing.

A motion was made by Ruge to approve the rezoning provided the Hall County Housing Authority and the City of Grand Island work out a drainage plan. Motion was seconded by Haskins to approve the Rezone from R1 – Suburban Density to RD Residential Development Zone.

A roll call vote was taken and the motion passed with 7 members present and voting in favor (Amick, Snodgrass, O'Neill, McCarty, Ruge, Reynolds and Haskins) and no one voting against.

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the ordinance and development plan as presented.

Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

October 30, 2013

SUBJECT: *Zoning Change (C-28-2013GI)*

PROPOSAL: An application has been made to rezone 2.55 acres north of Shady Bend Circle and west Shady Bend Road from R1 Suburban Density to RD Residential Development Zone. The developers are proposing to build ten duplexes (20 units) on the property with buildings as shown on the attached plans.

OVERVIEW:

Site Analysis

Current zoning designation: R1- Suburban Density Residential
Permitted and conditional uses: R1: Agricultural uses, recreational uses and residential uses at a density of 4 dwelling units per acre

Comprehensive Plan Designation: Low to Medium Density Residential
Existing land uses: Vacant Undeveloped Property

Adjacent Properties Analysis

Current zoning designations: **West, East, South and North:** R1-Suburban Density Residential
Permitted and conditional uses: **R1-** Agricultural uses, recreational uses and residential uses at a density of 4 dwelling units per acre

Comprehensive Plan Designation: **West, East, South and North:** Low to Medium Density Residential
Northwest: Mixed Use Manufacturing
Existing land uses: **North:** Housing Authority owned multi-family units
East, West, South: Single Family
West: Single Family and Vacant

EVALUATION:

Positive Implications:

- *In general conformance with the City's Comprehensive Land Use Plan:* This particular site is designated Low to Medium Density uses within the plan.
- *New Housing Choices in Eastern Grand Island:* Most of the new construction in Grand Island occurs in the northwest part of the city. This proposed development would build 20 new units in the eastern part of the city.
- *Infill Development:* Most of the existing infrastructure is in place to support this development. Sewer and water are available. The developer is proposing private drives with access to existing public streets.
- *Providing Affordable Housing for Grand Island Residents:* The Hall County Housing Authority will manage and ultimately own these units. These new units will provide housing for 20 additional low income families.
- *Utilization of an Asset that is Already Owned by the Housing Authority:* Hall County Housing Authority has owned this property since at least 1994 when they platted the property. The original intent of purchasing this property was to build additional units similar to those on the north side of the proposed development. The federal funding used to purchase the property limits the use of this property to this type of use.
- *Similar to the Existing Mix of Housing:* The proposed units are similar in nature to the existing Housing Authority north of the site.

Negative Implications:

- *Potential Impacts on Seedling Mile School:* The proposed development could add between 20 and 60 students to the Seedling Mile School enrollment. Grand Island Public School administration is aware of this potential impact and prepared to deal with it.

Other

The developer is proposing to build twenty townhouses on this site (20 unit's total). At the proposed density, this development would be 7.84 units per acre or 1 unit for every 5,554 square feet. This is slightly more development than could be allowed in the R2 Low Density Zoning District. This development provides for public utilities within the development. The private drive connecting these units with Shady Bend Road and Shady Bend Circle will allow adequate access to dwellings with a sufficient turning radius for fire department equipment. This access will be a private street maintained by the Hall County Housing Authority.

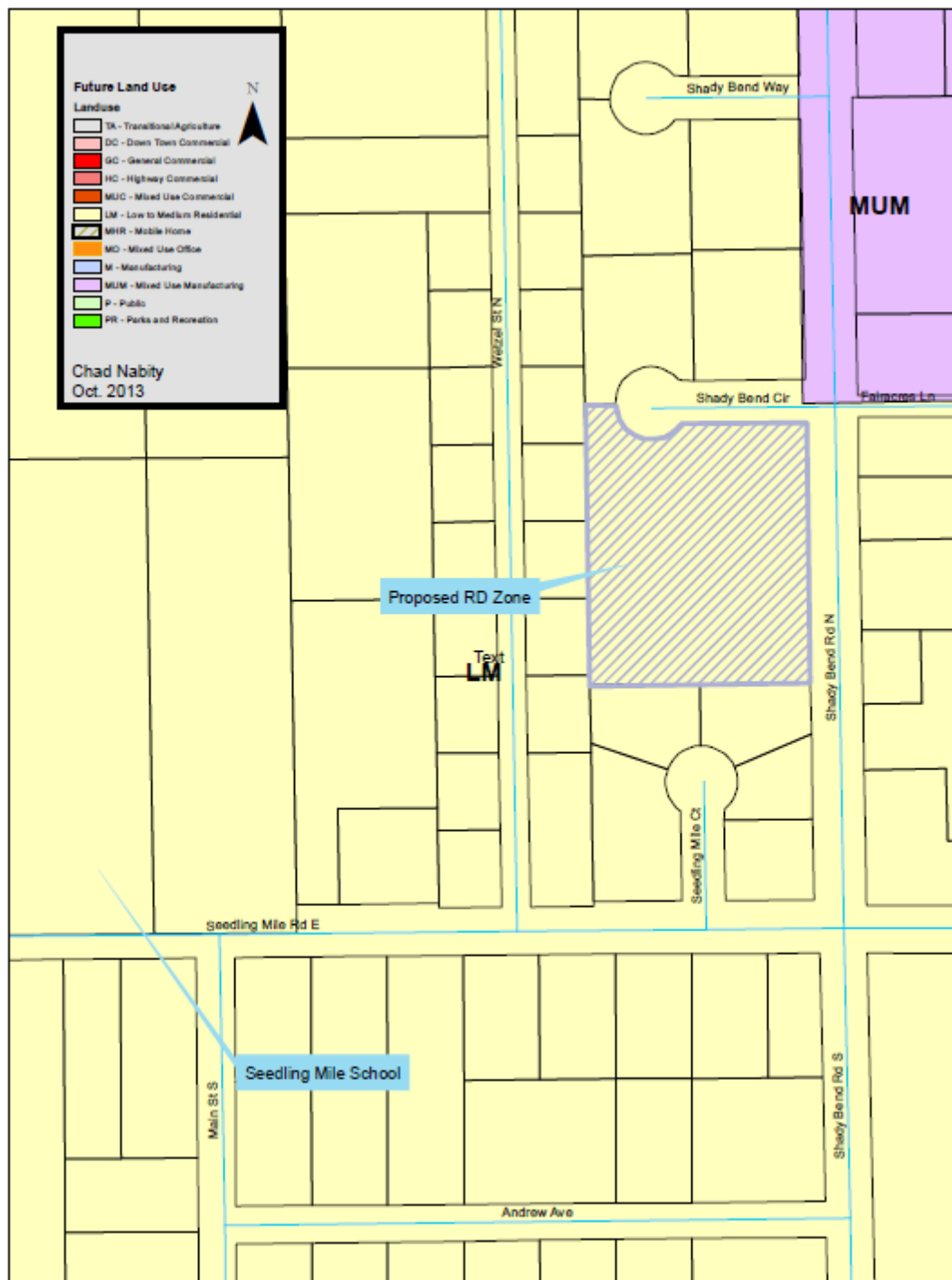
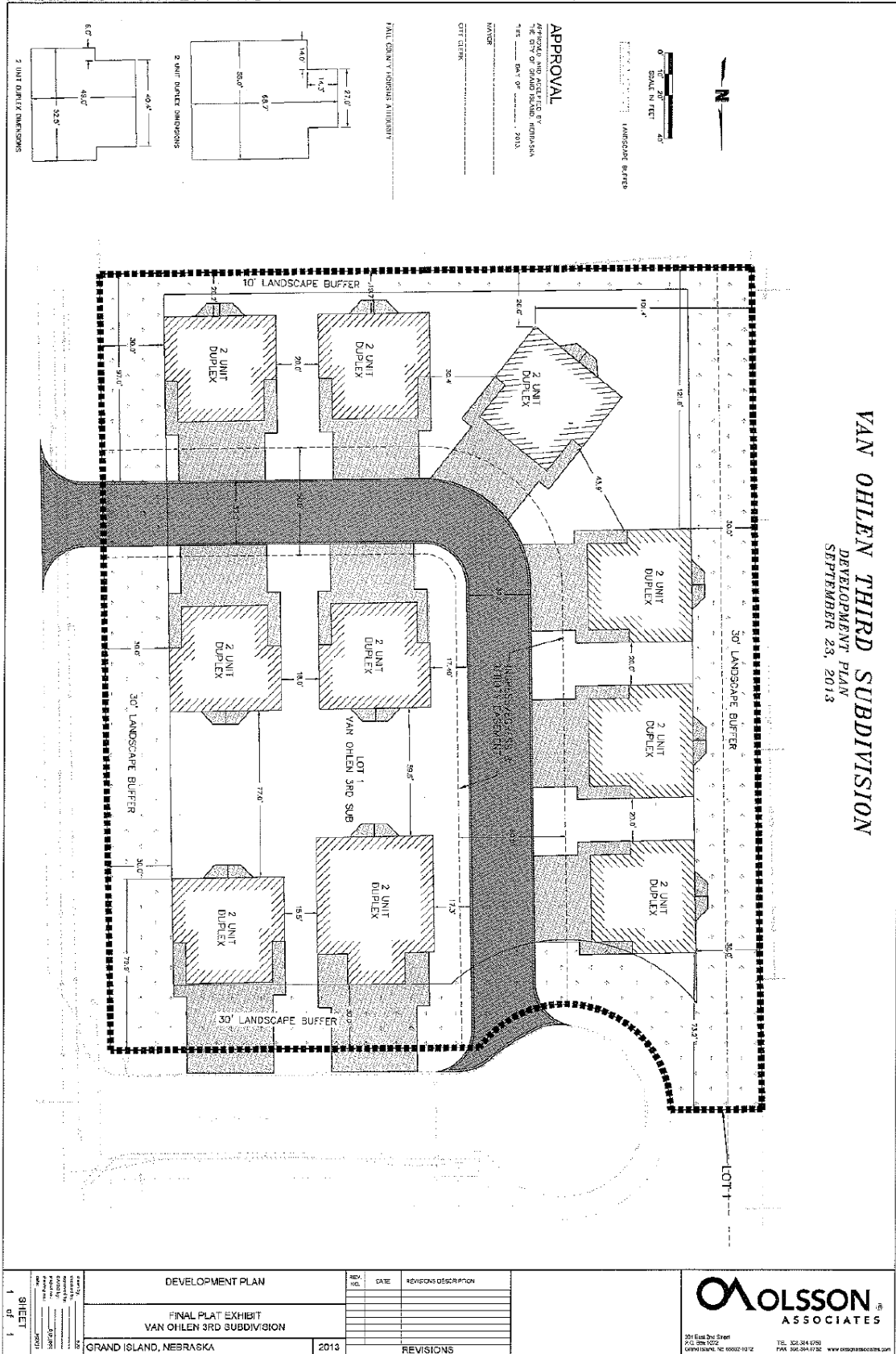


Figure 1 Future Land Use Map from the Grand Island Comprehensive Plan



RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from R1-Suburban Density Residential Zone to RD-Residential Development Zone.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item E-2

Public Hearing on Request for Budget Amendment of Community Development Block Grant # 10-ED-10

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: November 12, 2013

Subject: CDBG #10-ED-10 Contract Amendment

Item #'s: E-2 & G-3

Presenter(s): Jaye Monter, Finance Director

Background

The City of Grand Island is seeking a contract amendment for Community Development Block Grant #10-ED-10. The purpose of 10-ED-10 is to provide sanitary and water extensions to Platte Valley Industrial Park-East. The city received a grant for \$935,000 in the form of a community development block grant in 2011. The City is using sanitary sewer, water funds and LB840 funds to produce a match for a total of \$1,275,000.

In July of 2012, the City of Grand Island received a budget amendment for CDBG #10-ED-10 to pave Blaine Street. The grant project is complete and there is a balance of \$121,353 remaining in the grant activity for the paving of Blaine Street. The proposed grant budget amendment is to move the remaining grant activity balance of \$121,353 of eligible expenses from the street improvement activities to water distribution and sanitary sewer activities. City of Grand Island staff will submit a budget amendment to the Nebraska Department of Economic Development for their review.

Discussion

A public hearing notice was published in *The Independent* on November 21, 2013. At this time it is requested that the Council approves the Community Development Block Grant budget contract amendment.

Alternatives

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

1. Move to approve Community Development Block Grant contract amendment
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 Community Development Block Grant contract amendment.

Sample Motion

Move to approve the Community Development Block Grant contract amendment and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item F-1

#9459 - Consideration of 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 26, 2013

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

Item #'s: 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. This item originally appeared on the agenda for November 12, 2013; it was referred by Council to the November 26, 2013 meeting.

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 1/7th 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 pass an ordinance to levy Special Assessments to individual properties.

Sample Motion

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.

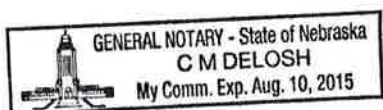
Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: October 23, 2013



RaNae Edwards, City Clerk

Subscribed and sworn to before me this 23rd 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
TOTAL		\$550.00

Approved as to Form	<input type="checkbox"/> _____
October 23, 2013	<input type="checkbox"/> 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
TOTAL		\$550.00

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

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
TOTAL		\$550.00

Approved as to Form	by _____
November 22, 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 26, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 26, 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 26, 2013

Subject: Consideration of Vacation of a Utility Easement Located in Woodland Park 12th 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 12th Subdivision. Such easements are not necessary to accommodate existing or proposed drainage or utilities.

Discussion

The developer/property owner of Woodland Park 12th 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 12th Subdivision.

Sample Motion

Move to approve 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 12th Subdivision in Grand Island, Hall County, Nebraska, more particularly described as follows:

Lot 1, Block 2, Woodland Park 12th 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 12th 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 12th 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 22, 2013	City Attorney

ORDINANCE NO. 9260 (Cont.)

Lot 5, Block 2, Woodland Park 12th 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 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item F-3

#9461 – Consideration of Amending Chapter 31 of the Grand Island City Code Relative to Signs

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: November 26, 2013

Subject: Amend City Code Chapter 31 SIGNS to Provide Updates, Revisions, Modifications, and Clarifications

Item #'s: F-3

Presenter(s) Craig Lewis, Building Department Director

Background

Chapter 31 of the Grand Island City Code currently regulates signage and defines in section 31-25 the limitations for ground signs. There may be only one ground sign allowed for each one hundred lineal feet or fraction thereof of street frontage for any one lot or tract.

Grand Island Body Shop owner Fred Schritt has applied for and received sign permits for five structures that represent cartoon characters, while these structures do not specifically advertise his business they are by definition a sign and have been regulated as such. Mr. Schritt is proposing to construct additional structures. The five existing signs comply with sign regulations and limits based on street frontage and fulfill the maximum allowed.

Discussion

The proposed ordinance would amend City Code Section 31-25 to provide for an additional two signs on Mr. Schritt's property. It was determined that the adjacent street property to the east of Grand Island Body Shop was vacated in 1996 and as such the reduction of street frontage reduced the availability of additional ground signs. By including language that allows vacated street frontage to be included in the number of ground signs allowed it gives back the right to signage that was inadvertently taken away with the vacation of the adjacent street.

Additional revisions are included to help clarify other sections of the City Code; 31-1 Definitions, horizontal and vertical definitions were removed as it does not appear necessary to define these projecting signs.

31-8 Sign Maintenance, replaced forty eight hours with reasonable time not to exceed 10 days for repair of signs found unsafe.

31-12 Sign Elevation, added language concerning clearance of signage above drives and sidewalks.

31-16 Projecting signs, deleted reference to horizontal or vertical signs, both are projecting signs and regulated as such.

31-18 Business Signs in the Public Right of Way, removed reference to 31-13 as it is not applicable.

31-20 Signs in Residential Districts, added residential zones LLR and RO.

31-25 Ground signs, added language to include vacated streets after 1990 to be included as frontage.

31-44 Size of Signs, added language for off premise signs to allow temporary embellishments and clarify size limits for single faces and total of all faces of the off-premise signs (billboards).

These revisions will amend the code to allow signage that was previously taken away through vacating a public street and provide language to reflex and clarify the intent and enforcement of the sign code.

Alternatives

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

The Council may:

1. Approve the proposed ordinance.
2. Disapprove or /Deny the proposed ordinance.
3. Modify the Ordinance to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the proposed ordinance to modify city code sections.

Sample Motion

Move to approve the proposed ordinance as presented.

ORDINANCE NO. 9461

An ordinance to amend Chapter 31 of the Grand Island City Code; to amend Sections 31-1; 31-5; 31-8; 31-9; 31-12; 31-16; 31-17; 31-18; 31-20; 31-25; and 31-44 pertaining to signs; to repeal Sections 31-1; 31-5; 31-8; 31-9; 31-12; 31-16; 31-17; 31-18; 31-20; 31-25; and 31-44 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Sections 31-1; 31-5; 31-8; 31-9; 31-12; 31-16; 31-17; 31-18; 31-20; 31-25; and 31-44 of the Grand Island City Code are hereby amended to read as follows:

CHAPTER 31

SIGNS

Article I. Signs - Generally

§31-1. Definitions

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section.

Back-to-Back Sign. An off-premise sign consisting of two sign facings oriented in opposite directions with not more than two faces per sign facing.

Cloth Sign. Any sign executed upon or composed of any flexible fabric.

Development Sign. A ground sign whose purpose is to identify business located within a retail subdivision or commercial development.

Directional Sign. A sign erected for the convenience of the public, such as for directing traffic movement, parking, or identifying restrooms, public telephones, walkways and other similar features or facilities, and bearing no advertising message.

Double Faced Sign. An off-premise sign with two adjacent faces oriented in the same direction and not more than ten (10) feet apart at the nearest point between the two faces.

Facing. That portion of an off-premise sign upon which advertising is affixed or painted and visible in one direction at one time.

Flat Sign. Any sign so attached to a building or other structure that it projects beyond the building line, but extends parallel or substantially parallel thereto.

Free Standing Yard Sign. Any sign 15 square feet or less that shall have as its supports, wood or steel columns, pipe, angle iron framing, or any other combination of these materials, other than ground signs as defined herein.

Ground Sign. Any sign which is supported by uprights or braces placed upon or extending into the ground.

~~*Horizontal Sign.* Any sign whose horizontal dimension is greater than its vertical dimension, or whereon the subject matter is so placed that it reads at an angle less than forty five degrees with a horizontal line.~~

Mobile Sign. Any sign structure designed and constructed to be moved by means of wheels or skids which proposes any announcement, declaration, demonstration, display, or illustration used to advertise or promote the

interests of any person when the same is placed out of doors in view of the general public. This shall not include signs anchored or attached to vehicles or trailers parked and used primarily as a static advertising display, visible from the public right-of-way.

Multi-faced Sign. An off-premise sign comprised of sections which rotate to display a series of advertisements, each advertisement being displayed for at least six (6) seconds continuously without movement; the duration of movement of sections between advertisements not exceeding two (2) seconds.

Official Sign. A sign erected by a governmental agency or its designee, setting forth information pursuant to law.

Off-Premise Outdoor Advertising Sign. A sign, including the supporting sign structure, which is visible from a street or highway and advertises goods or services not usually located on the premises and/or property upon which the sign is located; also called "billboard." The following shall not be considered an off-premise sign for the purposes of this Chapter: (1) directional or official signs authorized by law; (2) real estate signs; (3) on-premise signs.

On-Premise Sign. A sign which advertises the primary goods or services or taking place upon the premises on which the sign is located.

Projecting Sign. Any sign attached to a building or other structure and extending beyond the building line either perpendicularly or at any angle other than parallel thereto.

Roof Sign. Any sign which is supported by uprights or braces placed upon or extending into the roof of any building or other structure.

Sign. Any device composed of one or more letters, words, pictures, figures, characters, symbols or emblems, or any combination or grouping thereof which prefigures, typifies, or represents one or more ideas.

Transparent Sign. Any sign illuminated from within and made of glass or similar material containing opaque lettering upon a translucent letter upon an opaque ground.

V-Type Sign. Any off-premise sign structure which consists of multiple sign facings placed at angles of each other, oriented in different directions and not exceeding twenty (20) feet apart at the nearest point to each other.

Vertical Sign. ~~Any sign whose horizontal dimension is less than its vertical dimension, or whereon the subject matter is so placed that it reads at an angle of forty five degrees or greater with a horizontal line.~~

Wall Sign. Any sign which is painted or otherwise directly depicted upon a wall.

Amended by Ordinance No. 8866, effective 11-19-2003

Amended by Ordinance No. 8978, effective 06-08-2005

Amended by Ordinance No. 9316, effective 09-13-2011

§31-5. Permit to Erect, Move, or Remove Sign

(1) A permit shall be obtained from the building department for each sign to be erected, re-erected, moved, or removed in the City, prior to the work being performed;

(2) Before issuing a permit for erecting any sign, a drawing shall be submitted to the chief building official showing height, width, elevations, and electrical details of such signs;

(3) Upon the granting of a permit for sign erection or moving, the applicant shall pay a fee to the City in accordance with the City of Grand Island Fee Schedule;

(4) When any construction, alteration, or repair of a sign shall have been started before a permit has been issued, an investigation permit fee of double the amount provided in the City of Grand Island Fee Schedule shall be charged.

§31-8. Sign Maintenance

It shall be the duty of the owner of any sign to keep the same in good repair. Any sign found to be structurally unsound, unsafe or in a state of disrepair shall be made safe by the owner of the sign within a reasonable time not to exceed ten (10) days as determined by forty eight hours after written notification from the chief building official or his designated representative; and ~~all signs shall be in the case of a sign in disrepair,~~ repaired accordingly or removed by the owner of the sign within thirty days after written notification from the chief building official or his designated representative. If the owner of the sign is not the owner of the building or property on which such sign is erected, such property owner shall also be notified in writing of the condition of such sign.

It shall be the duty of the owner of any sign or the owner of the property to remove, within ninety (90) days, any sign not utilized for advertising or identification of an operating business at that location. This requirement shall apply to properties located within the area specified §13-13(2) of this code.

In the event of the failure of the owner or person having control of any sign, or the owner of the property on which any sign is located in the City, to bring such sign into compliance with this section, or to remove or repair such sign within the time stated in such notice, the sign shall be declared a public nuisance and may be removed by the City at the expense of the owner or person having control of such sign, or the owner of the property upon which the sign is located. The cost of removing any sign shall be levied against the property upon which the sign was located, in the manner provided by law for assessment and levy of other special assessments.

§31-9. Wind Pressure Specifications

All signs installed in the City of Grand Island shall meet the design specifications and wind pressure requirements of ~~Chapter 23 of the Uniform~~ Building Code as adopted by the Grand Island City Code.

§31-12. Sign Elevation

~~Except as provided in §31-10 and §31-11, the lowest part of any sign, including any embellishment grillwork thereon, projecting over a sidewalk, drive, or parking lot shall maintain be at least eight feet of clearance above such the sidewalk or driving surface.~~

Amended by Ordinance No. 9316, effective 09-13-2011

§31-16. Projecting ~~Horizontal and Vertical~~ Signs

Signs permitted under the classification of projecting signs are limited to 30% of the building façade on which they are attached, ~~designated as either horizontal or vertical.~~

~~Horizontal Signs. Horizontal signs shall in no case contain more than forty square feet on each of two sides, or project or extend more than ten feet out from any building or property line. In determining the maximum size of a horizontal sign provided for herein, the measurement of length shall be made from the building or property line, and shall include both open and solid areas.~~

~~Vertical Signs. Vertical signs less than five feet in length shall not project or extend more than four feet out from any building or property line. Vertical signs more than four feet and not more than ten feet in length shall not project or extend more than five feet out from the building or property line. Vertical signs more than ten feet in length shall not project or extend more than eight feet out from the building or property line.~~

Every projecting sign shall be hung and its weight entirely supported independent of the side guys or sway bracing, and no supports, side guys or sway braces shall be attached to any fire escape nor extend across or in any way interfere with free use of any fire escape or any exit from a building.

§31-17. Unlawful Signs

It shall be unlawful to display any sign which contains anything which is misleading, fraudulent, obscene, immoral, or objectionable.

It shall be unlawful to erect or maintain any sign upon any fire escape.

It shall be unlawful to have a sign anchored, painted or attached to vehicles or trailers parked and used solely or primarily as a static advertising display, visible from the public right-of-way.

It shall be unlawful for any person, persons, firm, or corporation to erect, maintain, or continue any sign, when all or any portion of the supports therefor are located upon any portion of any sidewalk, street, alley, or public place, or within the limits thereof, except as may be required or provided for by laws of the State of Nebraska, without express consent by resolution of the city council of the City of Grand Island. The continued maintenance of any such sign shall also be subject to the limitations of §31-~~85~~ of the Grand Island City Code.

§31-18. Business Signs In Public Right-of-Way

All existing signs placed in the public right-of-way, and any new signs placed in the right-of-way ~~under §31-13~~ shall be subject to the following requirements:

(A) The owner or operator of any business or applicant for a sign permit that occupies public right-of-way shall apply for and obtain a License Agreement pursuant to this code prior to erecting or placing said sign.

(B) The owner or operator of any business or applicant for a sign permit that occupies public right-of-way shall hold the City harmless for any lawsuit, costs or expenses occasioned by any injury, damages or casualty happening to person or property, as a result of problems with the sign.

(C) The City shall have unencumbered access to the space above the right-of-way, occupied by the sign.

(D) The owner or operator of any business or applicant for a sign permit that occupies public right-of-way shall accept and agree that the sign is placed at the owner's sole risk and expense.

(E) Any sign erected, maintained, or existing in violation of the Grand Island City Code may be seized, removed and disposed of by the Building Department Director or his/her designee pursuant to §31-19 of the Grand Island City Code.

§31-20. Signs in Residential Districts

Except as otherwise provided in §31-20 and §31-34, no signs of any nature whatsoever shall be permitted in districts zoned AG, TA, ~~LLR~~, R1, R2, R3, ~~R4~~ and ~~R4RO~~ under Chapter 36 of the Grand Island City Code. Nothing in this section shall prevent the use of identification signs not to exceed twenty (20) square feet in the districts mentioned above. The maximum allowable size of such identification signs may be increased by one (1) square foot for each one and one-half (1.5) feet of setback from any adjacent property line up to a maximum of thirty-two (32) square feet.

In AG or TA zoning districts, tracts of land exceeding 10 acres in which a conditional use permit has been issued for a permitted conditional use, the following restrictions shall apply:

- (1) The maximum square footage of all signage shall not exceed one hundred fifty (150) square feet.
- (2) Ground signs shall not exceed seventy-five (75) square feet, shall be limited to twelve (12) feet in height, be set back from the front property line a minimum of ten (10) feet, be set back from the side property line a distance of one third of the total frontage or a minimum of ten (10) feet, and be separated from other ground signs a distance of one hundred (100) feet.
- (3) Flat or projecting wall signs shall not exceed seventy-five (75) square feet and shall comply with all other restrictions of the city code.

31-25. Ground Signs

(1) Dimension Limitation: All ground signs shall be subject to the following:

(A) For each foot of height over thirty (30) feet, there shall be a corresponding one foot of setback from the property line;

(B) Lighting reflectors attached to the top of a sign may project above the top and beyond the face of such sign, and shall be excluded from all measurement requirements established by this subsection.

(2) Height Limitation: Ground signs which exceed fifty (50) feet in height, measured from the ground level at the base of the sign to the top of the sign, shall be subject to the following:

(A) No permit shall be issued by the chief building official until such issuance has been authorized by the mayor and city council.

(B) The applicant for the permit shall submit the following to the chief building official for review and consideration by the mayor and city council:

- (i) A drawing showing the height, width, elevations, and electrical details of such sign;
- (ii) Clear and convincing evidence that if the sign does not exceed fifty (50) feet in height the owner will suffer undue hardship and that said hardship is not shared generally by other properties in the area;
- (iii) Clear and convincing evidence that the proposed sign will not be a substantial detriment to adjacent properties and the character of the surrounding area will not be changed by the erection of the proposed sign.

(C) Ground signs exceeding fifty (50) feet in height shall be erected only on tracts of real estate adjacent to state and federal highways and occupied by the business premises advertised by the sign.

(D) No permit shall be issued for any sign exceeding one hundred (100) feet in height, measured from the ground level at the base of the sign to the top of the sign.

(E) In lieu of the permit fee set forth in this chapter, upon the granting of a permit for erection or moving of a sign exceeding fifty (50) feet in height, the applicant shall pay a fee of \$250.00 to the City.

(F) All other provisions of the Grand Island City Code pertaining to signs which are not inconsistent with this section shall apply to ground signs exceeding fifty (50) feet in height.

(3) Number Limitations: There may be only one ground sign allowed for each one hundred (100) lineal feet or fraction thereof of street frontage for any one lot or tract. Notwithstanding this limit, any lot that fronts on more than one street may have at least one sign on each street. Streets vacated after January 1, 1990 may be included as frontage for number limitations.

(4) Location Limitations:

(A) No signs may be placed in city right-of-way.

(B) At street intersections, no signs may be placed within the triangle formed by the intersections of maintained roadway, whether paved or graveled, of two intersecting streets and the line extended joining points measured thirty feet on each property line from the point of said property lines intersection, unless:

(i) said signs are on posts with a width or diameter not greater than 18 inches; and

(ii) the bottom of said signs are not less than eight feet from the ground or the tops are no higher than twenty-four (24) inches from the ground.

(5) The formula for determining the allowable area for ground signs shall be as follows: Four square feet of sign for each one foot of frontage on the lot where the sign is to be placed. In any event, the maximum square footage of any ground sign shall not exceed 800 square feet per side, regardless of frontage feet.

Amended by Ordinance No. 9316, effective 09-13-2011

§31-44. Size of Signs

(A) The maximum sign area for any one facing of an off-premise sign shall not exceed three hundred seventy eight (378) square feet, excluding the base or apron, trim supports, and other structural elements. Temporary embellishments shall not exceed twenty percent (20%) of the maximum sign area allowed, and limited to 180 days within a calendar year.-

(B) Signs may be back-to-back, double-faced, V-type, and multiple-faced with not more than two (2) faces to each facing and such structure shall be considered as one off-premise sign.

(C) The total of all faces shall not exceed 756 square feet with no single face greater than 378 square feet.

Added by Ordinance No. 8866, effective 11-19-2003

SECTION 10. Sections 31-1; 31-5; 31-8; 31-9; 31-12; 31-16; 31-17; 31-18; 31-20; 31-25; and 31-44 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 11. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen days as provided by law.

Enacted: November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item F-4

#9462 – Consideration of Request to Rezone Property Located at 309 Shady Bend Circle from R1 Suburban Density Residential to RD Residential Development

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9462

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising all of Lot One (1) Block One (1) of Van Ohlen 3rd Subdivision in the City of Grand Island, Hall County, Nebraska, from R1-Suburban Density Residential Zone to RD-Residential Development Zone; directing such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on November 6, 2013, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, after public hearing on November 26, 2013, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from R1-Suburban Density Residential Zone to RD-Residential Development Zone:

all of Lot One (1) Block One (1) of Van Ohlen 3rd Subdivision in the City of Grand Island, Hall County, Nebraska,

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	▣ _____
November 22, 2013	▣ City Attorney

ORDINANCE NO. 9462 (Cont.)

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

Enacted: November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-1

Approving Minutes of November 12, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
November 12, 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 November 12, 2013. Notice of the meeting was given in *The Grand Island Independent* on November 6, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Linna Dee Donaldson, Chuck Haase, Peg Gilbert, John Gericke, Mike Paulick and Vaughn Minton. Councilmembers Bob Niemann, Julie Hehnke and Mitch Nickerson were absent. 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 Tim Kilstrom, Spirit of Life Church, 2304 Macron Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Michael Cornelius.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "National Adoption Month" November, 2013. Mayor Vavricek proclaimed the month of November, 2013 as "National Adoption Month". Lacie Wojtalewicz, Child and Family Services Specialist for Child Protection and Nichole Eilenstine, DHHS Resource Development Supervisor were present to receive the proclamation.

Proclamation "Hall County Korean War Veterans Appreciation Month" November, 2013. Mayor Vavricek proclaimed the month of November, 2013 as "Hall County Korean War Veterans Appreciation Month". Gary Quandt, Ken Gnadt, Clarence Quandt, and Ken Brandt were present to receive the proclamation.

Recognition of Third City Community Clinic Volunteers 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 recognized the volunteer service of the 2013 Volunteers of the Year recipients for the Third City Community Clinic. Susan Aguilar, Director of Third City Community Clinic, Dr. Alberts, Dr. Corey and Dr. Schuldt were present for the recognition.

BOARD OF EQUALIZATION: Motion by Gilbert, second by Donaldson, carried unanimously to adjourn to the Board of Equalization.

#2013-BE-10 – Consideration of Determining Benefits and Levy Special Assessments for Sidewalk Repairs at 1141 Pleasant View Drive. Public Works Director John Collins reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for sidewalk repairs at 1141 Pleasant View Drive. Special assessments were for the amount of \$550.00.

Motion by Gilbert, second by Minton to approve Resolution #2013-BE-10. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Paulick, carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Request from Jose Guerrero dba Mariscos Villarreal, 811 West 2nd Street for a Class "A" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "A" Liquor License had been received from Jose Guerrero dba Mariscos Villarreal, 811 West 2nd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 17, 2013; notice to the general public of date, time, and place of hearing published on November 2, 2013; notice to the applicant of date, time, and place of hearing mailed on October 17, 2013; along with Chapter 4 of the City Code. Staff recommended denial based on the Police Department report of a false application. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located East of North Road and South of Westgate Road (NEBCO, Inc.). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located east of North Road and south of Westgate Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would provide the location to place underground conduit, cable, and a pad-mounted transformer for new electric service to a building on North Road. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located West of Webb Road and North of Stolley Park Road (Judy D. Hansen & Julie D. Johnson). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located west of Webb Road and north of Stolley Park Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground conduit, high voltage cable, and a pad-mounted transformer to replace the overhead electric lines to Hansen International Trucks. Staff recommended approval. No public testimony was heard.

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. Regional Planning Director Chad Nabity reported that Scott Rief commissioned a Blighted and Substandard Study for proposed Redevelopment Area No. 14 located on the east side of North Webb Road between 13th Street and Faidley Avenue containing approximately 6.82 acres. Ron Depue, 308 N. Locust Street and Keith Marvin, David City, NE spoke in support. Mr. Depue requested the action on this item (Resolution #2013-373) be referred to the November 26, 2013 Council meeting. Staff recommended approval. No further public testimony was heard.

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). Public Works Director John Collins reported that acquisition of property for the

North Interceptor Phase II, Part A located south of Capital Avenue and west of Illinois Avenue was needed in order to supplement gravity sanitary sewer route planning. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9459 – Consideration of Assessments for Sidewalk Repairs at 1141 Pleasant View Drive
#9460 – Consideration of Vacation of a Utility Easement Located in Woodland Park 12th Subdivision (Hastings Ventures, LLC).

Motion by Gilbert, second by Donaldson to refer Ordinances #9459 and #9460 to the November 26, 2013 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent agenda item G-24 was pulled for further discussion. Motion by Donaldson, second by Paulick to approve the Consent Agenda excluding item G-24. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 22, 2013 City Council Regular Meeting.

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

#2013-348 – Approving Declaration of Surplus Property.

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

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

#2013-351 – Approving Change Order No. 1 for Feedwater Heater No. 5 Installation with Hayes Mechanical of Omaha, NE for an Increase of \$26,608.48 and a Revised Contract Amount of \$110,758.48.

#2013-352 – Approving Agreement for Funding with Clean Community Systems in an Amount of \$20,000.00.

#2013-353 – Approving Agreement for Funding with Central District Health Department in an Amount of \$110,740.62.

#2013-354 – Approving Bid Award for One (1) New Wheel Type Agricultural Tractor for the Solid Waste Division of the Public Works Department from Fairbanks International of Grand Island, NE in an Amount of \$72,450.00.

#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 from Nebraska Machinery Company of Doniphan, NE in an Amount of \$224,182.00.

#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 from Anderson Ford Lincoln Mercury of Lincoln, NE in an Amount of \$25,846.00.

#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) in an Amount of \$20,000.00 with \$248.75 in Shared Cost.

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

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

#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.

#2013-361 – Approving Certificate of Final Completion for the 2013 Asphalt Resurfacing Project No. 2013-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, NE.

#2013-362 – Approving Certificate of Final Completion for the 2013 Asphalt Resurfacing Project No. 2013-AC-2 with Gary Smith Construction Co., Inc. of Grand Island, NE.

#2013-363 – Approving Certificate of Final Completion for the 2013 Chip Seal Project No. 2013-CS-1 with Gary Smith Construction Co., Inc. of Grand Island, NE.

#2013-364 – Approving Certificate of Final Completion for Handicap Ramp Project No. 2013-1 with Galvan Construction Co. of Grand Island, NE.

#2013-365 – Approving Change Order No. 3 for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3 with The Van Kirk Brothers Contraction of Sutton, NE for an Increase of \$92,432.21 and a Revised Contract Amount of \$1,664,532.82.

#2013-366 – Approving Certificate of Final Completion for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3 Bid Section “A” with the Van Kirk Brothers Contraction of Sutton, NE.

#2013-367 – Approving Authorization for Emergency Sanitary Sewer Repairs on North Interceptor (East Ed of 7th Street/4th Street/Sky Park Road) with Merryman Excavation of Woodstock, IL in an Amount of \$59,462.96.

#2013-368 – Approving Purchasing/Buying Group for all City Departments with Admin Minnesota Materials Management Division.

#2013-369 – Approving Final Plat and Subdivision Agreement for Platte Valley Industrial Park Ninth Subdivision. It was noted that GMD LLC, Gerald A. Huisman, Manager Member had submitted the final Plat and Subdivision Agreement for Platte Valley Industrial Park Ninth Subdivision for the purpose of creating 2 lots located north of Wildwood Drive and east of US

Hwy 281 containing 7.451 acres. Discussion was held concerning the surrounding property owners and zoning use. This item was pulled for further discussion due to the incorrect map in the packet.

Motion by Haase, second by Gilbert to approve Resolution #2013-369. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area #15 Study to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that a Substandard and Blight Study for approximately 64.18 acres located 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 was received from Doug Luth and Tim Plate. Staff recommended forwarding to the Regional Planning Commission.

Ron Depue, 308 N. Locust Street and Keith Marvin, David City, NE spoke in support. Discussion was held regarding the size of the blighted and substandard area. Mr. Depue commented on the deteriorating buildings.

Motion by Gericke, second by Haase to approve forwarding Blighted and Substandard Area #15 Study of the Hall County Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2013-370 – Consideration of Request from Jose Guerrero dba Mariscos Villarrel, 811 West 2nd Street for a Class “A” Liquor License. This item related to the aforementioned Public Hearing.

Motion by Donaldson, second by Gericke to deny the request from Jose Guerrero dba Mariscos Villarreal, 811 West 2nd Street for a Class “A” Liquor License based upon the Police Department report of a false application. Upon roll call vote, all voted aye. Motion adopted.

#2013-371 – Consideration of Amending the City Council Meeting Schedule for December 2013. City Clerk RaNae Edwards reported that 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. Due to the holidays and end-of-the year payment of claims it was recommended that the meetings in December 2013 be held on Tuesday, December 10th at 7:00 p.m. and Monday, December 30th at 5:30 p.m.

Councilmember Gilbert stated she had made previous plans and would not be present at the December 10th meeting and didn't see a reason to change the schedule.

Motion by Haase, second by Paulick to approve Resolution #2013-371. Upon roll call vote, Councilmembers Minton, Paulick and Haase voted aye. Councilmembers Gericke, Gilbert and Donaldson voted no. Motion failed

#2013-372 – Consideration of Approving City Council Meeting Schedule for 2014. City Clerk RaNae Edwards submitted the proposed 2014 meeting schedule with the first regular meeting scheduled for Tuesday, January 14, 2014.

Motion by Donaldson, second by Haase to approve Resolution #2013-372. Upon roll call vote, all voted aye. Motion adopted.

#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 related to the aforementioned Public Hearing.

Motion by Gilbert, second by Haase to refer Resolution #2013-373 to the November 26, 2013 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

#2013-374 – Consideration of Approving Acceptance of Appraisal for Property Located at 1306 West 3rd Street formerly the One Stop Building. Assistant City Attorney Stacy Nonhof reported that Hendricksen Appraisal Company had completed a full appraisal of the One-Stop property in September, 2013. This confidential appraisal is the fair market value of the property and if accepted by Council, the property will be advertised for sale via a Request for Proposal.

Motion by Gilbert, second by Minton to approve Resolution #2013-374. Upon roll call vote, all voted aye. Motion adopted.

#2013-375 – Consideration of Approving Contract for Health Savings Account Administration. Human Resources Director Brenda Sutherland reported that in order to help employees with the new qualified high deductible health plan, request for proposals for administration of a City Health Savings Account (HAS) was sought. Eight proposals were received. It was recommended that a contract with Connect Your Care from Hunt Valley, MD in an amount of \$3.00 per participant per month for three years be approved.

Discussion was held regarding proposals received from out-of-state versus local businesses and comments were made for supporting local businesses. Ms. Nonhof commented on the decision of the committee and that Connect Your Care was by far the better company with a better contract. Ms. Sutherland commented on the differences between what the local companies offered versus the national companies.

Motion by Minton, second by Donaldson to approve Resolution #2013-375. Upon roll call vote, Councilmembers Minton, Paulick, Gericke, Haase, and Donaldson voted aye. Councilmember Gilbert voted no. Mayor Vavricek casted the sixth and deciding vote in favor. Motion adopted.

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

#2013-347 – Reconsideration of Approving 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 Councilmember Minton requested the City Council to reconsider action taken on October 22, 2013 - Resolution #2013-347.

Motion by Minton to reconsider Resolution #2013-347. Motion died due to a lack of a second.

The meeting was turned back over to Mayor Vavricek.

#2013-376 – Consideration of Approving Settlement Offer in Kortum vs City of Grand Island. City Attorney Robert Sivick reported that in April, 2013 former/retired Grand Island Police Captain Peter E. Kortum filed a complaint against the City alleging gender discrimination in the way his lump sum pension benefits were calculated under the Nebraska Police Officers Retirement Act.

The matter was transferred from the Nebraska Equal Opportunity Commission to the United States Equal Employment Opportunity Commission (USEEOC). In July, 2013 the USEEOC issued a determination that Captain Kortum was subjected to gender discrimination by the City. Settlement discussions had taken place and a proposed settlement amount of \$141,500.00 was brought forward for Council consideration.

Mayor Vavricek read a statement that because of the low council turnout at this meeting and the importance of this matter he pulled the item from Council consideration to a later date. Councilmember Haase made a point-of-order regarding the Mayor pulling this item. Mr. Sivick stated he advised administration to pull the item as the decision would affect the City for years to come.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Minton to approve the Claims for the period of October 23, 2013 through November 12, 2013, for a total amount of \$6,936,734.95. Upon roll call vote, Councilmembers Minton, Paulick, Gericke, Haase, and Donaldson voted aye. Councilmember Gilbert voted no. Mayor Vavricek casted the sixth and deciding vote in favor. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:43 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-2

Approving Minutes of November 19, 2013 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

November 19, 2013

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on November 19, 2013. Notice of the meeting was given in the *Grand Island Independent* on November 13, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, John Gericke, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Chuck Haase, and Linna Dee Donaldson. Councilmember Robert Niemann was absent. 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 City Engineer and Public Works Director John Collins.

INVOCATION was given by Community Youth Council member Regan Dimmitt followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Regan Dimmitt and board member Randy See.

SPECIAL ITEMS:

Discussion on Street Assessment Methodology. Public Works Director John Collins reported that the City's policy and practice had been to assess adjacent property owners for the cost of street and drainage improvements. He stated the method of assessing had been in place for several decades and had changed very little. Some steps were defined by law and could not be changed, others were somewhat flexible. A PowerPoint presentation was given explaining the street assessment methodology.

Reviewed were sections of state statutes relative to assessments. The following steps were reviewed regarding the process of creating an assessment district:

1. Petition from adjacent property owners requesting improvement(s) submitted to Public Works
2. Ordinance from Council creating district
3. Ordinance published & notification mailed directly to affected property owners
4. If owners representing more than 50% of the property protest, during the 30 day protest period, the district is not continued
5. Otherwise the Council may continue the district
6. Design of the improvement(s) begins
7. Final payment made after construction is completed
8. Assessment distribution is calculated

9. Notice of the assessment is published once a week for 3 consecutive weeks in advance of the Council meeting
10. Total cost and recommended assessments are presented to the Board of Equalization (i.e. Council) for approval
11. Assessments are collected

Comments were made concerning the assessments figured on linear feet. Mr. Sivick answered questions regarding who could create an assessment district. Council could create a district as well as property owners by petition.

The following assessment factors were presented:

Frontage – linear feet of property adjacent to the road

Depth – used in areas where the depth of property is inconsistent and some is less than 300 feet deep

Frontage equivalency – used for properties on corners with very large or very small frontage relative to their total area

Note - at times the City has assessed only 37' and paid for any additional width; and has done the same for drainage over 30"

Discussion was held regarding the width of streets. Depth of lots when assessing property was discussed.

The following potential changes were presented:

- Calculating the percentage of cost allocation when the district is created rather than after the project is complete
- Changing or eliminating the depth portion of the calculation
- Differentiating assessment methodology with property type
- Reducing or eliminating assessments for collectors and above

Mr. Collins stated that if the City allocated costs as soon as possible the percentage of the cost allocated to each property would be known when the district was created. Substantial work would be performed that would not be necessary if the district did not move forward and the size of the district may change, nullifying the calculations.

The depth factor was added at a time when city blocks of around 300' were the norm. Mall and large stores were not usually in the first 300'. Commercial value was derived from access to the road and visibility from the road. Residential property had greater value from access to the road, but more access did not increase value.

Comments were made concerning using an impact fee for commercial properties. Discussion was held regarding funding of projects and knowing the costs up front. Mr. Collins explained the process for property protests.

Industrial and commercial property gained value from road access, often increasing in value with more access, whereas commercial property gained value with visibility. Residential property had

greater value from access to the road, but more access does not increase value. Land use changes, value were added only to the raw property.

Mr. Collins explained the difference between industrial and commercial properties. All properties were currently assessed. Collector and arterial roads were explained. Mr. Collins stated his intent was to put together an official manual and post it to the web.

ADJOURNMENT: The meeting was adjourned at 8:48 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-3

#2013-377 - Approving Request for Budget Amendment of Community Development Block Grant 10-ED-10

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

Staff Contact: Jaye Monter, Finance Director

RESOLUTION 2013-377

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grant (CDBG) contract amendment through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development is offering a CDBG Economic Development Grant for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, the City will apply for the contract amendment for Platte Valley Industrial Park East in order to transfer \$121,353 in CDBG funds from Street Improvements to Water Distribution and Sanitary Sewers ; and

WHEREAS, the Grand Island Area Economic Development Corporation and the City of Grand Island have committed matching funds of \$1,275,000 for a projected project cost of \$2,200,000; and

WHEREAS, the Nebraska Department of Economic Development presently requires a public hearing to accept comments and inform the public on the status of the proposed project and grant application; and

WHEREAS, the public hearing on November 26, 2013, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for an Economic Development grant from the Nebraska Department of Economic Development for infrastructure development at the Platte Valley Industrial Park and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-4

#2013-378 - Approving Supplemental Agreement No. 3 with NDOR and Olsson Associates for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: November 26, 2013

Subject: Approving Supplemental Agreement No. 3 with NDOR and Olsson Associates for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-4

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

On May 24, 2011, by Resolution No. 2011-124 the City of Grand Island and the Nebraska Department of Roads (NDOR) entered into an agreement for the Capital Avenue Widening – Webb Road to Broadwell Avenue project. This agreement specified the various duties and funding responsibilities of this Federal-Aid project. The agreement required that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

On September 27, 2011, by Resolution No. 2011-283 the City entered into an agreement with Olsson Associates for engineering consulting services for the project. The work was to be performed at actual costs with a maximum amount of \$354,124.45, plus a fixed-fee-for-profit amount of \$44,912.99, for a total agreement amount of \$399,037.44. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

On February 26, 2013, by Resolution No. 2013-53 the City Council approved Supplemental Agreement No. 1 with Olsson Associates for additional engineering consulting services for the project. The fixed fee amount was increased from \$44,912.99 to \$46,578.62, an increase of \$1,665.63. Actual costs were increased from \$354,124.45 to \$387,316.28, an increase of \$33,191.83. The total agreement was increased from \$399,037.44 to \$433,894.90, an increase of \$34,857.46.

On March 12, 2013, by Resolution No. 2013-63 the City Council approved Supplemental Agreement No. 2 with Olsson Associates for additional engineering consulting services for the project. The fixed fee amount was increased from \$46,578.62 to \$49,780.08, an increase of \$3,201.46. Actual costs were increased from \$387,316.28 to \$412,525.82, an increase of \$25,209.54. The total agreement was increased from \$433,894.90 to \$462,305.90, an increase of \$28,411.00.

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 preliminary engineering services has been capped at \$525,000.00. Reference is made to Resolution 2013-141 approved by City Council on May 14, 2013.

Discussion

The agreement for preliminary engineering services with Olsson Associates and the City is being supplemented to allow for the following additional services.

Widening the Roadway to 5 Lanes from the 3 Lanes as originally proposed

Additional design work required as a result of increasing the project scope to a 5 lane roadway improvement includes Roadway Lighting Design, Storm Sewer Design and Additional Utility Coordination.

Watermain Potholing

In order to identify and avoid conflicts with watermain, and minimize costs and impacts associated with lowering or relocation work, existing watermain locations and elevations must be determined by exposure through “potholing.”

Traffic Signal Design

The intersection of Capital Avenue and Custer Avenue has been identified as a future traffic signal location and is expected to be warranted once construction is complete. The underground conduit and pole foundations will be constructed under this project; requiring a full design to include wiring, conduit design & layout, signal pole design and controller layout.

A partial traffic signal design is also required at the northeast and southeast corners of the Capital Avenue and Webb Road intersection due to road widening requiring the removal of existing poles.

Right-of-Way Services

As per the original scope of services, “Additional Right of Way services: Legal surveys and easement exhibits, full title searches, appraisals services and negotiation services will be amended to the contract when right of way design is complete.” Development of plats, staking of new right-of-way and easements, coordination with appraisers and negotiators, and coordination with the Department of Administrative Services are included with these additional services.

Retaining Wall Design

To avoid impacting a wetland, a retaining wall will be constructed along the future hike/bike trail on the north side of the Capital & Webb Mini Park. The additional services include developing plans and specifications for the retaining wall.

The original agreement is amended and the fixed-fee-for-profit is increased from \$49,780.08 to \$57,118.03, an increase of \$7,337.95. Actual costs are increased from \$412,525.85 to \$476,099.28, an increase of \$63,573.43. The total agreement amount is increased from \$462,305.90 to \$533,217.28, an increase of \$70,911.38 which the Consultant must not exceed without the prior written approval of the LPA.

Due to the federal funding cap, the City's participation in costs will be 20% of \$525,000 or \$105,000, and 100% of the costs exceeding \$525,000.00 or \$8,217.28, a total of \$113,217.28.

Olsson Associates is on schedule for completion and submittal of final plans to NDOR in January of 2014. Acquisition of right-of-way and easements is planned to be completed in July of 2014. Relocation of utilities is anticipated to begin in 2014. Construction 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 a resolution authorizing the Mayor to sign the Supplemental Agreement No. 3.

Sample Motion

Move to approve the resolution.

SUPPLEMENTAL AGREEMENT #3

CITY OF GRAND ISLAND
OLSSON ASSOCIATE, INC.
PROJECT NO. URB-5436(5)
CONTROL NO. 42707
CAPITAL AVE, WEBB RD – BROADWELL AVE

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and Olsson Associates, Inc. hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BK1185 executed by the Consultant on September 21, 2011 and executed by the LPA on September 27, 2011, hereinafter referred to as the "Original Agreement", and a supplemental agreement executed by the Consultant on March 11, 2013 and by the LPA on February 26, 2013, hereinafter referred to as "Supplemental Agreement No. 1", providing for preliminary engineering services and a supplemental agreement executed by the Consultant on March 19, 2013 and by the LPA on March 12, 2013, hereinafter referred to as "Supplemental Agreement No. 2", providing for engineering services for Project No. URB-5436(5), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement, Supplemental No.1 and Supplemental No. 2, a Supplemental No. 3 will be added under this the original agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

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

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

SECTION 1. A Written Notice-to-Proceed was issued to the Consultant on October 25, 2013 to perform the additional work through Consultant Work Order 3. Any additional work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

SECTION 2. The Consultant will perform the additional work stipulated in Consultant Work Order 3, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 6 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$49,780.08 to \$57,118.03, an increase of \$7,337.95.

Actual costs are increased from \$412,525.85 to \$476,099.28, an increase of \$63,573.43. The total agreement amount is increased from \$462,305.90 to \$533,217.28, an increase of \$70,911.38 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all terms and conditions of the Original Agreement on Project No. URB-5436(5), executed by the Consultant on September 21, 2011, and executed by the LPA on September 27, 2011 and Supplemental Agreement No. 1 and Supplemental Agreement No. 2 shall remain in full force and effect.

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

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

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

OLSSON ASSOCIATES, INC.
Randall J. Kaster, P.E.

Principal

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

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

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2013.

Clerk

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

Date

Consultant Work Order
(Local Projects)

Project No.: URB-5438(5)		Control No: 42707
Consultant: (Name and Representative) Olsson Associates	Agreement No.: BK1185	Work Order No.: 3
LPA: (Name and Representative) City of Grand Island		Constr. Change Order No.: (If applicable)
All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.		
Justification to modify agreement: (Include scope of services, deliverables, and schedule) See Attached.		
Work Title Additional Design, Utility Coordination, Water Main Potholing, Right of Way Services, Progress Meetings, and Project Management		Summary of Fee
		A. Total Direct Labor Cost = 21,015.75
		B. Overhead (Factor * x A) = 35,867.58
		C. A + B = 56,883.33
		D. Profit/Fee (Factor ** x C) = 7,337.95
		E. Direct Non-Labor Cost = 6,890.10
		F. Subconsultant Services =
		TOTAL FEE: C + D + E + F = \$70,911.38
		<input type="checkbox"/> ESTIMATED TOTAL FEE:
		<input checked="" type="checkbox"/> FINAL TOTAL FEE: \$70,911.38
*Overhead Factor: 170.67%		
**Profit/Fee Factor: 12.90%		
Total Fee Notes:		

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Matthew Rist
Name Signature Date 10/18/13

LPA:

Scott A. Griepentron
Name Signature Date 10/18/13

LPD PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Colin Steffensmeier
Name Signature Date 10-18-13

FHWA:

Howard A. Schwartz
Name Signature Date 10/25/13

Notice to Proceed
will be granted by
email by:
LPD PC for
Preliminary
Engineering &
CD PC for
Construction
Engineering.

Notice to Proceed Date:

10-25-13

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPD PC, NDOR Agreement Engineer, Highway Funds Manager, CD PC

DR Form 250, February 2012

EXHIBIT "B"

Page 1 of 10

Justification to modify agreement:

3.1 Capital Avenue & Custer Avenue Signal Design and

3.2 Capital Avenue and Webb Road Signal Modification Design.

Per the traffic analysis, widening of Capital Avenue to 5 lanes was proposed rather than 3 lanes and the intersection of Capital Ave. & Custer Ave. was identified as a future traffic signal location. This additional traffic work includes all preliminary and final design sheets and submittal needs, quantities and cost estimates as required for each submittal, and any required special provision writing. Plan development includes wiring, conduit design & layout, signal pole design and controller layout. This time includes coordinating with city staff. It also includes details on construction phasing the signal construction.

The scope assumes full traffic signal design at the intersection of Capital Avenue and Custer Avenue, however since full signal is not yet warranted, the wiring, controller box, and mast arms will not be installed. The CMP poles will be installed to tie into the roadway lighting. The poles will be positioned for a future ADA pushbutton pedestrian crossing. The controller box location and door position will also be reviewed with the sidewalk layout. All of the conduit will be installed with tracer wire and pull boxes set for the future signal.

The scope also includes traffic signal redesign at Webb Road intersection for the northeast and southeast corners due to impacts on the existing poles and conduit/pull boxes due to the roadway widening to 5 lanes.

3.3 Storm Sewer Construction Sheets

With the widening, approximately 20 additional storm sewer runs were added to project for the north half of the roadway. Also, a new storm sewer trunk line is needed on the south side because there is not enough capacity in the existing trunk line. This trunk line will need to be minimum of 10' from a paralleling water main which will require combination modified inlet structures. This time includes additional time for completing quantity sheets.

3.4 Street Lighting Design

Initially the 3 lane roadway would have been lit from one side of the roadway. With the widening, the roadway will be lit from both sides of the roadway which will require some additional time in completing the construction plans. This includes reviewing clearances with the overhead power line.

3.5 Retaining Wall Design.

To avoid impacts to a wetland, a retaining wall is now planned to be constructed at the Capital & Webb Mini Park. There are 2 separate walls, approximately total of 450'. This work is to complete the plans and specifications for the wall.

EXHIBIT "B"

Page 2 of 10

3.6 Utility Coordination

With the widening of Capital Avenue to 5 lanes, this increased the level of utility coordination. There will be major relocations required of gas, telephone, cable TV, and overhead power lines. Initially it was assumed to have 5 utility meetings. A majority of the coordination has been completed for the relocations. This minimal time is for continuing coordination with the utility for relocations that are eligible and in-eligible for federal funds.

6.1 Project Management (11 months)

7.1 Progress Meetings (4)

7.2 Council Meetings (1)

The original scope had a July 2013 PS&E submittal. It is now anticipated to have a June 2014 PS&E submittal. Additional 11 months of project management is included in this CWO. Most of this time is due to widening to 5 lanes and additional utility relocations. An additional 4 progress meetings is anticipated with one of the meetings in Lincoln, NE. We have attended 2 Council meetings and anticipate one more council meeting attendance.

2.1 Additional Property Pins, 2.2 Staking Easements & Takings

3.7 Fee Title & Permanent Easements (14)

3.8 Temporary Easements (22)

3.10 Appraiser Kick-Off Meeting

3.11 Appraiser Coordination

3.12 Negotiator Kick-Off Meeting

3.13 Negotiations Coordination (3 months)

Based on the Original Scope of Services, "Additional Right of Way Services: Legal surveys and easement exhibits, full title searches, appraisals services and negotiation services will be amended to this contract when right of way design is complete." This will include developing 14 legal surveys & permanent easement drawings and 22 easement exhibits which includes legal descriptions. Additional back property pins will need to be located for the legal surveys. Aerial exhibits will be developed for each of the tracts for the negotiators and appraisers. The takings and easements will be staked in the field for the appraisers and negotiators. This also includes kick-off meeting with appraiser and negotiator. There is time for coordination and answering questions from the appraisers and negotiators. The LPA will address most of the questions from the Appraiser coordination and review the appraisals and compensation estimates.

2.3 Utility Potholing Coordination

3.14 Updating Utility Profiles for Water Main.

This work includes potholing the City of Grand Island watermain to verify location and depth. There are approximately 20 locations identified to pothole. Diamond Engineering, who will be a sub-contractor to Olsson Associates, will utilize a jet vac to complete the work. They anticipate approximately 2 hours per pothole quoting a price of \$285 per pothole. Olsson will have a representative on site taking notes while potholing to verify location, size and depth. Field notes

EXHIBIT "B"

Page 3 of 10

will be transferred to the topo drawings and watermain profiles will be generated. Adjustments will then be made to the storm sewer profiles.

3.15 DAS Right of Way Coordination

This work includes coordination with the DAS to acquire right of way and easements from the State of Nebraska thru DAS. This will include attending a VBEL meeting and two progress meetings. We will assist the City in developing an agreement with DAS.

6.1 Project Management (11 months)

7.1 Progress Meetings (4)

7.2 Council Meetings (1)

The original scope had a July 2013 PS&E submittal. It is now anticipated to have a June 2014 PS&E submittal. Additional 11 months of project management is included in this CWO. Most of this time is due to widening to 5 lanes and additional utility relocations. An additional 4 progress meetings is anticipated with one of the meetings in Lincoln, NE. We have attended 2 Council meetings and anticipate one more council meeting attendance.

EXHIBIT "B"

Page 4 of 10

Consultant Work Order 3
Final Hours

Project Name: Capital Avenue - Webb Rd to Broadwell Ave
Project Number: URB-5436(5)
Control Number: 42787
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Matt Rief
Phone/Email: mrie@earthlink.net
LPA Responsible Charge: Scott Giesemtroh
Phone/Email: scottg@grandisland.com
NDQR Project Coordinator: Glen Steffensmeier
Phone/Email: glen.steffensmeier@nebraska.gov
Date: October 4, 2013

LPA:
City of Grand Island

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	SENV	ENV	AENV	SENG	ENG	AENG	SDES	TECH	SRVY	ADM	
For Engineering Services:												
1. Categorical Exclusion Document and Resource Reviews												
2. Survey												
2.1 Additional Property Pins									8	8		16
2.2 Staking Easements & Takings					2			4	16	16		38
2.3 Utility Pot-holing Coordination					2			4	40			46
3. Preliminary Engineering												
3.1 Capital Avenue & Center Signal Design					6	26	48		26			106
3.2 Capital Avenue & Webb Road Signal Modifications Design					4	14	20		14			52
3.3 Storm Sewer Construction Sheets					2	6			24			32
3.4 Street Lighting Design					2	10			2	8		22
3.5 Retaining Wall Design					4	8			20			32
3.6 Utility Coordination									20			40
3.7 Fee Title & Permanent Easements (14)					14				56		14	84
3.8 Temporary Easements (22)					11				40		5	56
3.9 Title Searches												
3.10 Appraiser Kick-Off Meeting					3				6			9
3.11 Appraisals & Compensation Estimates Coordination					6							6
3.12 Negotiator Kick-Off Meeting					2				3			5
3.13 Negotiations Coordination (3 months)					24				12			36
3.14 Updating Profiles for Water Main					2				16			18
3.15 DAS Right of Way Coordination					16				8			24
4. Geotechnical Analysis												
5. Public Involvement												
6. Project Management and QC												
6.1 Project Management (11 months)					33						12	45
7. Progress Meetings												
7.1 Progress Meetings (4)					12	6			12			30
7.2 Council Meetings (1)					4				2			6
Total Hours					169	70	68		229	112	43	703
Total Days (8 hrs)					21.1	8.8	8.5		28.6	14.0	5.4	87.9

CLASSIFICATIONS**

PR = Principal	SENG = Senior Engineer	TECH = Technician
SENV = Senior Environmental Scientist	ENG = Engineer	SRVY = Registered Surveyor
ENV = Environmental Scientist	AENG = Assistant Engineer	ADM = Administration
AENV = Assistant Environmental Scientist	SDES = Senior Designer/Technician	

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

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

Independent Cost Estimate
LPA's Estimate of Hours

Consultant Work Order 3
Final Labor Rates

Project Name: Capital Avenue - Webb Rd to Broadwell Ave
Project Number: URB-6436(5)
Control Number: 42707
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Matt Reef
Phone/Email: mreef@goaconsulting.com
LPA Responsible Charge: Scott Gnappenstroh
Phone/Email: scottg@grand-island.com
NDOR Project Coordinator: Glen Steffensmeier
Phone/Email: glen.steffensmeier@nebraska.gov
Date: October 4, 2013

LPA:
City of Grand Island

Labor Costs:		Hours	Actual Rate*	Amount
Code	Classification Title			
PR	Principal		\$59.94	
SENV	Senior Environmental Scientist		\$51.60	
ENV	Environmental Scientist		\$38.67	
AENV	Assistant Environmental Scientist		\$18.51	
SENG	Senior Engineer	169	\$48.00	\$7,774.00
ENG	Engineer	70	\$33.00	\$2,310.00
AENG	Assistant Engineer	68	\$25.00	\$1,700.00
SDES	Senior Designer/Technician	229	\$24.75	\$5,667.75
TECH	Technician	112	\$20.00	\$2,240.00
SRVY	Registered Surveyor	43	\$25.00	\$1,075.00
ADM	Administration	12	\$20.75	\$249.00
TOTALS		703		\$21,015.75

Overhead Rate** 170.67% Fixed Fee** 12.90%

CLASSIFICATIONS
PR = Principal
SENV = Senior Environmental Scientist
ENV = Environmental Scientist
ADM = Administrative
SENG = Senior Engineer
ENG = Engineer
AENG = Assistant Engineer
DES = Designer/Technician
TECH = Technician
SRVY = Registered Surveyor
ADM = Administration

* For determining labor rates you may use the Median rates provided below or the actual rates provided during the scoping/negotiations meeting from the Consultant. The Median rate is an average of rates for each personnel classification provided by NDOR. The value selected must be placed in the Actual Rate column for each classification title to calculate the project cost.

** If no Overhead Rate or Fixed Fee is provided please contact NDOR

Classification Title	Rate		
	Low	Median	High
Principal	\$48.31	\$64.90	\$81.52
Senior Environmental Scientist	\$25.84	\$48.67	\$68.65
Environmental Scientist	\$20.97	\$32.40	\$48.00
Senior Engineer	\$36.05	\$53.41	\$60.41
Engineer	\$24.77	\$37.36	\$47.16
Senior Designer/Technician	\$34.50	\$38.03	\$39.23
Designer/Technician	\$14.00	\$25.00	\$30.69
Administrative	\$15.75	\$23.94	\$42.29

Independent Cost Estimate
Labor Rates

Consultant Work Order 3
Final Direct Expenses

Project Name: Capital Avenue - Webb Rd to Broadwell Ave
Project Number: URB-5438(5)
Control Number: 42707
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Matt Riel
Phone/Email: mrie1@oaconsulting.com
LPA Responsible Charge: Scott Ghepenstroh
Phone/Email: scottg@grand-island.com
NDOR Project Coordinator: Glen Steffensmeier
Phone/Email: glen.steffensmeier@nebraska.gov
Date: October 4, 2013

LPA:
City of Grand Island

Subconsultants:	Quantity	Unit Cost	Amount
Potholing	20	\$285.00	\$5,700.00
		Subtotal	\$5,700.00

Printing and Reproduction:	Quantity	Unit Cost	Amount
36"x24" Sheets @ \$1.50/sheet	100	\$1.50	\$150.00
11"x17" Sheets @ \$0.12/sheet	300	\$0.12	\$36.00
Black & White copies @ \$0.08/copy	150	\$0.08	\$12.00
Colored Copies @ \$0.20/copy	100	\$0.20	\$20.00
Colored Copies 11"x17" @ \$0.40/copy	100	\$0.40	\$40.00
Plotter prints @ \$6.00	90	\$6.00	\$540.00
			\$798.00

Mileage/Travel:	Quantity	Unit Cost	Amount
Automobile Mileage - (1 trip to/from Lincoln/Grand Island) - 180 Miles @ \$0.55	180	\$0.55	\$104.50
Survey Miles	70	\$0.58	\$40.60
		Subtotal	\$145.10

Lodging/Meals:	Quantity	Unit Cost	Amount
		Subtotal	

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Postage	1	\$50.00	\$50.00
		Subtotal	\$50.00
TOTAL DIRECT EXPENSES			\$6,690.10

Independent Cost Estimate
Direct Expenses

Consultant Work Order 3
Final Project Cost

Project Name: Capital Avenue - Webb Rd to Broadwell Ave
Project Number: URB-5436(5)
Control Number: 42707
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Matt Riel
Phone/Email: mriela@oaconsulting.com
LPA Responsible Charge: Scott Gnepenstroh
Phone/Email: scotig@grand-island.com
NDOR Project Coordinator: Glen Steffensmeier
Phone/Email: glen.steffensmeier@nebraska.gov
Date: October 4, 2013

LPA:
City of Grand Island

Labor Costs:		Hours	Rate	Amount
Personnel Classification				
Principal			\$58.84	
Senior Environmental Scientist			\$51.60	
Environmental Scientist			\$36.67	
Assistant Environmental Scientist			\$18.51	
Senior Engineer		169	\$46.00	\$7,774.00
Engineer		70	\$33.00	\$2,310.00
Assistant Engineer		68	\$25.00	\$1,700.00
Senior Designer/Technician		229	\$24.75	\$5,667.75
Technician		112	\$20.00	\$2,240.00
Registered Surveyor		43	\$25.00	\$1,075.00
Administration		12	\$20.75	\$249.00
TOTAL		703		\$21,015.75

Direct Expenses:		Amount
Subconsultants		\$5,700.00
Printing and Reproduction Costs		\$795.00
Mileage/Travel		\$145.10
Lodging/Meals		
Other Miscellaneous Costs		\$50.00
TOTAL		\$6,690.10

Total Project Costs:		Amount
Direct Labor Costs		\$21,015.75
Overhead @ 179.67%		\$35,867.58
Total Labor Costs		\$56,883.33
Fixed Fee @ 12.50%		\$7,337.95
Direct Expenses		\$6,690.10
PROJECT COST		\$70,911.38

Signature of Responsible Charge

Date

Independent Cost Estimate
Project Cost

EXHIBIT "B"

Page 8 of 10

Consultant Work Order 3
Final Cost by Task

Project Name: Capital Avenue - Webb Rd to Broadwell Ave
Project Number: URB-S436(5)
Control Number: 42707
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Matt Rief
Phone/Email: mrie1@goaconsulting.com
LPA Responsible Charge: Scott Griepentrost
Phone/Email: scottg@grand-island.com
NDOR Project Coordinator: Glen Steffensmeier
Phone/Email: glen.steffensmeier@nebraska.gov
Date: October 4, 2013

LPA:
City of Grand Island

Tasks	Total Hours	Direct Labor Cost	Overhead 170.67%	Fixed Fee 12.90%	Total Project Cost
For Engineering Services:					
1. Categorical Exclusion Document and Resource Reviews					
2. Survey	100	\$2,262.00	\$3,860.56	\$789.81	\$6,912.37
3. Preliminary Engineering	522	\$15,706.25	\$26,805.86	\$5,484.00	\$47,996.17
4. Geotechnical Analysis					
5. Public Involvement					
6. Project Management and QC	45	\$1,767.00	\$3,015.74	\$616.97	\$5,399.71
7. Progress Meetings	36	\$1,280.50	\$2,185.43	\$447.10	\$3,913.03
Direct Expenses					\$8,680.10
TOTAL	703	\$21,015.75	\$35,887.59	\$7,337.94	\$70,911.38

Independent Cost Estimate
Cost by Task

Consultant Work Order 3 Final Assumptions - Notes

LPA:
City of Grand Island

[illegible]

Independent Cost Estimate Assumptions and Notes

EXHIBIT "B"

Page 10 of 10

RESOLUTION 2013-378

WHEREAS, on May 24, 2011, by Resolution No. 2011-124 the Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Capital Avenue – Webb Road to Broadwell Avenue Project; and

WHEREAS, on September 27, 2011, by Resolution No. 2011-283 the Grand Island City Council approved entering into an agreement with Olsson Associates for engineering consulting services for such project; and

WHEREAS, on February 26, 2013, by Resolution No. 2013-53 the Grand Island City Council approved Supplemental Agreement No. 1 with Olsson Associates to allow for identification of potential conflicts with underground utilities owned by Northwestern Gas and CenturyLink; and

WHEREAS, on March 12, 2013, by Resolution No. 2013-63 the Grand Island City Council approved Supplemental Agreement No. 2 with Olsson Associates to allow for additional services to develop environmental documentation in accordance with the National Environmental Policy Act of 1970; and

WHEREAS, the work was to be performed at actual costs with a maximum amount of \$412,525.82, plus a fixed-fee-for-profit amount of \$49,780.08, for a total agreement amount of \$462,305.90 and

WHEREAS, the original agreement is now being supplemented to allow for widening the roadway to 5 lanes from the 3 lanes as originally proposed, water main potholing, traffic signal design, right-of-way services, and retaining wall design; and

WHEREAS, the original agreement is amended and the fixed-fee-for-profit is increased from \$49,780.08 to \$57,118.03, an increase of \$7,337.95. Actual costs are increased from \$412,525.85 to \$476,099.28, an increase of \$63,573.43. The total agreement amount is increased from \$462,305.90 to \$533,217.28, an increase of \$70,911.38 which the Consultant must not exceed without the prior written approval of the LPA; and

WHEREAS, due to the federal funding cap, the City's participation in costs will be 20% of \$525,000.00 or \$105,000, and 100% of the costs exceeding \$525,000.00 or \$8,217.28, for a total of \$113,217.28; and

WHEREAS, Supplemental Agreement No. 3 to the original agreement with Olsson Associates is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 3 with Olsson Associates for engineering consulting services related to Capital Avenue – Webb Road to Broadwell Avenue is hereby approved.

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

- - -

Approved as to Form	by _____
November 22, 2013	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-5

#2013-379 - Approving Supplemental Agreement No. 4 with NDOR and Olsson Associates for Right-of-Way Appraisal and Acquisition Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

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

Council Agenda Memo

From: Scott Griepentstroh, Project Manager

Meeting: November 26, 2013

Subject: Approving Supplemental Agreement No. 4 with NDOR and Olsson Associates for Right-of-Way Appraisal and Acquisition Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-5

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

On May 24, 2011, by Resolution No. 2011-124 the City of Grand Island and the Nebraska Department of Roads (NDOR) entered into an agreement for the Capital Avenue Widening – Webb Road to Broadwell Avenue project. This agreement specified the various duties and funding responsibilities of this Federal-Aid project. The agreement required that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

On September 27, 2011, by Resolution No. 2011-283 the City entered into an agreement with Olsson Associates for engineering consulting services for the project. The work was to be performed at actual costs with a maximum amount of \$354,124.45, plus a fixed-fee-for-profit amount of \$44,912.99, for a total agreement amount of \$399,037.44. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

On February 26, 2013, by Resolution No. 2013-53 the City Council approved Supplemental Agreement No. 1 with Olsson Associates for additional engineering consulting services for the project. The fixed fee amount was increased from \$44,912.99 to \$46,578.62, an increase of \$1,665.63. Actual costs were increased from \$354,124.45 to \$387,316.28, an increase of \$33,191.83. The total agreement was increased from \$399,037.44 to \$433,894.90, an increase of \$34,857.46.

On March 12, 2013, by Resolution No. 2013-63 the City Council approved Supplemental Agreement No. 2 with Olsson Associates for additional engineering consulting services for the project. The fixed fee amount was increased from \$46,578.62 to \$49,780.08, an increase of \$3,201.46. Actual costs were increased from \$387,316.28 to \$412,525.82, an increase of \$25,209.54. The total agreement was increased from \$433,894.90 to \$462,305.90, an increase of \$28,411.00.

At tonight's City Council meeting, approval for Supplemental Agreement No. 3 with Olsson Associates for additional engineering consulting services is being requested. The fixed fee amount will be increased from \$49,780.08 to \$57,118.03, an increase of \$7,337.95. Actual costs will be increased from \$412,525.85 to \$476,099.28, an increase of \$63,573.43. The total agreement will be increased from \$462,305.90 to \$533,217.28, an increase of \$70,911.38.

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 all right-of-way costs has been capped at \$150,000.00. Reference is made to Resolution 2013-141 approved by City Council on May 14, 2013.

Discussion

The law governing acquisition and relocation on federally assisted projects is Public Law 91-646; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called the Uniform Act. The procedures to comply with this Act are found in Section 49, Part 24 of the Code of Federal Regulations. On federally funded transportation projects requiring acquisition of right-of-way, Local Public Agencies are required to present to the Nebraska Department of Roads a Right-of-Way Certificate that certifies property was acquired in accordance with the Uniform Act.

As per the *Right-of-Way Acquisition Guide for Local Public Agencies*, formal property valuation documents are required for each parcel to be acquired. On the Capital Avenue widening project, valuation documents for 23 tracts must be prepared by qualified appraisers who are on the current NDOR Approved Appraiser List. Acquisition services must also be completed by approved qualified negotiators.

As per the original scope of services, "Additional Right of Way services: Legal surveys and easement exhibits, full title searches, appraisals services and negotiation services will be amended to the contract when right of way design is complete." The agreement for preliminary engineering services with Olsson Associates and the City is being supplemented to allow for appraisal and negotiation services for acquiring the right-of-way and easements required for the roadway improvement in accordance with the Uniform Act and NDOR policies.

With reference to Supplemental Agreement No 3, the original agreement is amended and the fixed-fee-for-profit will be increased from \$57,118.03 to \$57,672.03, an increase of \$554.00. Actual costs will be increased from \$476,099.28 to \$572,056.28, an increase of \$95,957.00. The total agreement amount will be increased from \$533,217.28 to \$629,728.28, an increase of \$96,511.00 which the Consultant must not exceed without the prior written approval of the City.

The total, current estimate for all costs associated with acquisition of right-of-way and easements for roadway construction is \$280,012.00. Due to the federal funding cap, the City's participation in costs will be 20% of \$150,000 or \$30,000, and 100% of the costs exceeding \$150,000.00 or \$130,012.00, a total of \$160,012.00.

Olsson Associates is on schedule for completion and submittal of final plans to NDOR in January of 2014. Acquisition of right-of-way and easements is planned to be completed in July of 2014. Relocation of utilities is anticipated to begin in 2014. Construction 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 a resolution authorizing the Mayor to sign the Supplemental Agreement No. 4.

Sample Motion

Move to approve the resolution.

SUPPLEMENTAL AGREEMENT #4

CITY OF GRAND ISLAND
OLSSON ASSOCIATE, INC.
PROJECT NO. URB-5436(5)
CONTROL NO. 42707
CAPITAL AVE, WEBB RD – BROADWELL AVE

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and Olsson Associates, Inc. hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BK1185 executed by the Consultant on September 21, 2011 and executed by the LPA on September 27, 2011, hereinafter referred to as the "Original Agreement", and a supplemental agreement executed by the Consultant on March 11, 2013 and by the LPA on February 26, 2013, hereinafter referred to as "Supplemental Agreement No. 1", and a supplemental agreement executed by the Consultant on March 19, 2013 and by the LPA on March 12, 2013, hereinafter referred to as "Supplemental Agreement No. 2", and a supplemental agreement executed by the Consultant on _____ and by the LPA on _____, hereinafter referred to as "Supplemental Agreement No. 3", providing for engineering services for Project No. URB-5436(5), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement, Supplemental No.1, Supplemental No. 2, Supplemental No. 3 an additional Supplemental No. 4 will be added under this agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

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

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

SECTION 1. The State will issue the LPA a written Notice-to-Proceed upon full execution of this agreement. Any additional 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.

SECTION 2. The Consultant will perform the additional Right-of-Way work, which is stipulated in the attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 6 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$57,118.03 to \$57,672.03, an increase of \$554.00. Actual costs are increased from \$476,099.28 to \$572,056.28, an increase of \$95,957.00. The total agreement amount is increased from \$533,217.28 to \$629,728.28, an increase of \$96,511.00 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all terms and conditions of the Original Agreement on Project No. URB-5436(5), executed by the Consultant on September 21, 2011, and executed by the LPA on September 27, 2011 and Supplemental Agreement No. 1, Supplemental Agreement No. 2 and Supplemental No.3 shall remain in full force and effect.

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

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

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

OLSSON ASSOCIATES, INC.
Randall J. Kaster, P.E.

Principal

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

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

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2013.

Clerk

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

Date

Supplemental Agreement 4

Project Name: Capital Avenue - Webb Rd to Broadwell Ave
Project Number: URB-5436(5)
Control Number: 42707
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Matt Rief
Phone/Email: mrief@oaconsulting.com
LPA Responsible Charge: Scott Griepestroh
Phone/Email: scottg@grand-island.com
NDOR Project Coordinator: Glen Steffensmeier
Phone/Email: glen.steffensmeier@nebraska.gov
Date: November 15, 2013

LPA:

City of Grand Island

	Snr Project Engineer	Admin					TOTALS
1. Project Management							
Appraiser, Reviewer, and Acquisition Contract							
A. Coordination	30.0	10.0					40.0
Subtotal (Hours)	30.0	10.0	0.0	0.0	0.0	0.0	40.0
	Hours		\$/Hour				
Senior Engineer	30.0		\$46.00		\$1,380		
Administration	10.0		\$20.75		\$208		
			Direct Labor Subtotal:		\$1,588		
			Overhead @ 170.67%:		\$2,709		
			Total Labor Costs		\$4,297		
			Fixed Fee @ 12.90%		554		
Direct Costs				Amount			
Title Reports (assume 6 updates at \$150/each)				\$900			
Half Size Plots				\$150			
Postage				\$50			
Copies				\$150			
Appraisal Services - Steve Medill				\$23,200			
Appraisal Review - Gary Hassebrook				\$8,580			
Acquisition Services - Midwest Right of Way				\$58,630			
Total Direct Costs:					\$91,660		
Total Estimated Fees:					\$96,511		

Exhibit "B"

1 of 35

APPRAISAL SERVICES CONTRACT

This agreement, entered into this day of November, 2013, by Olsson Associates, (herein called "Project Representative" for City of Grand Island, herein called "Local Public Agency") and Steve Medill, (herein called "Appraiser") agrees:

In return for the total fee of \$23,200, as itemized in Appendix C, it is agreed that the Appraiser will furnish to the Project Representative valuation documents in accordance with the Appraisal Services Specifications, of which a copy is attached and made a part of this contract. These valuation documents will be used in connection with the acquisition of right of way for:

Project: URB-5436(5)
C. N.: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

An additional fee will be negotiated with the Appraiser for each additional parcel added to this contract.

The fee for supplemental or revised valuation documents, as a result of changes in the taking caused by the Project Representative or Local Public Agency, will be negotiated with the Appraiser.

Appraiser shall submit invoices by the end of the month to the Project Representative based on percentage complete of the Appraiser's Consultant's Scope of Services. Appraiser's reimbursable expenses for this Project are included in the fixed fee set forth above.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Project Representative will determine the final position. Where no agreement can be reached, this contract shall be terminated. The contract may also be terminated when, in the opinion of the Project Representative, the Appraiser's services are unsatisfactory, or because of the Appraiser's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Appraiser's disability or death. In such an event, the work, which has been completed, when the notice of termination is given by the Project Representative, becomes the property of the Local Public Agency. The Project Representative shall arbitrate settlement for the completed work.

The Appraiser, as a condition of the above lump fee, agrees to attend necessary meetings and conferences with representatives of the Project Representative, Local Public Agency, the Nebraska Department of Roads and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be at an hourly rate of \$125/hour plus reimbursable expenses.

All expenses incurred by the Appraiser are considered to be their liability and are not to become an expense to the Project Representative or Local Public Agency except as provided for in this agreement.

The Appraiser agrees to furnish the completed valuation assignment to the Local Public Agency on or before January 17, 2014. Supplemental or revised valuation reports caused by the

Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Appraiser that they will furnish the Local Public Agency a written progress report of the work accomplished on the Project as requested.

A penalty of \$75 per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, of \$23,200 for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion date of January 17, 2014 will be only by mutual written agreement between the parties of this contract.

The Appraiser warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Appraiser, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract, except for paragraph III, subparagraph O, of the Appraisal Services Specifications. For breach or violation of this warranty, the Project Representative shall have the right to annul this contract without liability.

The Appraiser agrees that they will prepare the valuation reports of the property involved independent of any other Appraiser employed by the Local Public Agency in the same work and that they will not furnish to any other person or persons, except on proper order of court, a copy of the valuation reports or the information contained therein. The restriction, however, does not imply that the Appraiser may not use information obtained in the completion of the valuation reports in the course of their usual profession.

The valuation reports are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is understood and agreed that law, regulations, or economic conditions may subsequently affect the value fixed by the Appraiser in their report and that same is valid only for a reasonable time after submission.

It is agreed that each party hereto will furnish any available information in its possession to the other upon request, if such information be necessary to the terms of this contract.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Appraiser as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Appraiser agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

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

EXECUTED by the Appraiser this day of November, 2013.

Witness

Appraiser

EXECUTED by Olsson Associates this day of November, 2013.

**Project Representative
Olsson Associates**

APPROVED:

Authorized Signature

APPRAISAL SERVICES SPECIFICATIONS

I. INTRODUCTION

Olsson Associates, being Project Representative for the City of Grand Island, will receive proposals for appraisal services for:

Project: URB-5436(5)
CN: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

The work required for this project is described in this document and as noted in Appendix A, B and C.

We anticipate a starting date of December 2, 2013 with a suggested completion date of January 17, 2014.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix C. In addition, also indicate the date you expect to start and complete the requested services. Further, appendix C shall be signed and dated in the space provided.

II. MATERIALS AND INFORMATION TO BE FURNISHED BY THE PROJECT REPRESENTATIVE

- A. Upon acceptance of an appraisal services contract, Olsson Associates will furnish the following materials and information as applicable:
 - 1. Ownership information containing the following:
 - a. Legal description of property.
 - b. Date and type of instrument.
 - c. Consideration involved in the instrument.
 - d. Revenue stamps, if any.
 - e. Grantor and grantee's name.
 - 2. Plat or plans or both showing limits of each separate tract to be valued outlined in color or legend, also showing sufficient topography to locate alignment. Stakes on the ground will be furnished for site visit.
 - 3. Limits and areas of right of way or easements to be taken.
 - 4. Individual Parcel Identification Number.
 - 5. Information regarding surveys will be furnished upon request.

III. SCOPE OF WORK TO BE DONE BY APPRAISER

- A. The Appraiser will furnish the following:
 - 1. Four copies of project reports.

2. Four copies of each individual parcel valuation report.
- B. The project report shall include the following information:
1. Title Page.
 2. Table of contents.
 3. City data on urban projects, county or regional data on rural projects.
 4. Neighborhood data.
 5. Location map.
 6. Zoning map and ordinance, if applicable.
 7. Comparable sales map.
 8. Comparable rental map, if applicable.
 9. Index of comparable sales and rentals.
 10. Comparable sales and rentals.
 11. References.
 12. Limiting conditions.
 13. Appraiser's qualifications.
- C. Formal, written valuation reports are required for each parcel of land to be acquired or damaged, unless donated. These will be in the form of either a "Compensation Estimate", "Short Form" appraisal report, or a "Before and After" narrative appraisal report.
1. Compensation Estimate

A "Compensation Estimate" can be used for uncomplicated acquisitions, where only the part taken need be valued. Total compensation, exclusive of fence relocation and/or construction based on the current Nebraska Department of Roads approved fencing schedule, must not exceed \$10,000. Damages must be nominal or simple "cost to cure" items supported by written contractors estimate. The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at www.dor.state.ne.us/roway/. Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-2.

The Compensation Estimate is not considered an appraisal under the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by The Appraisal Foundation and adopted by the Nebraska Real Estate Appraiser Board. This Compensation Estimate is prepared

under a waiver of appraisal provision authorized by Federal Highway Administration guidelines, 49 CFR24, 102(c) (2). As such, the Jurisdictional Exception Rule of USPAP is invoked for Compensation Estimates.

A Compensation Estimate must contain the following elements.

- a. Project and parcel number.
- b. Owners name and property address, from the public records.
- c. Description, location and area of property to be acquired.
- d. Photos of part acquired.
- e. Determination of value and basis therefore.
- f. Statement of value of property being acquired broken down as to land and improvements.
- g. Data supporting land value and "cost of cure" items.
- h. Effective date of valuation, date of estimate, appraiser's signature and certification.

2. Short Form Appraisal

"Short Form" appraisals may be used for uncomplicated, whole or partial acquisitions where the highest and best use of the property is its present use and not changed by the acquisition and which are anticipated to exceed \$10,000 exclusive of fence relocation and/or fence reconstruction. Only one approach, usually the sales comparison method is applicable. Damages must be nominal or of the "cost to cure" type.

The "Short Form" Appraisal must contain the elements listed for a "Compensation Estimate" plus the following:

- a. Statement of assumptions and limiting conditions.
- b. Purpose of appraisal and property rights appraised.
- c. Five-year Sales History.
- d. Description of property including highest and best use, area, neighborhood, site and improvement data, photos of property affected, maps, plats and plans.
- e. Log of meetings with property owner and/or their designated representative.
- f. Indication of comparable sales and direct comparison to subject property and complete comparable sales analysis.
- g. Explanation of acquisition, damages, and benefits.

The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at www.dor.state.ne.us/roway/. Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-3.

3. Detailed (Before & After) Appraisal

Standard "Before and After" appraisals shall be used in those instances when the acquisition is of a complicated nature, or causes a diminution of value to the remainder.

A detailed (Before & After) Appraisal shall contain the following elements in a format similar to the following.

- a. Letter of Transmittal
- b. Salient Facts
 - (1) Project Number
 - (2) Tract Number
 - (3) Property Address
 - (4) Recorded Ownership
 - (5) Legal Description
 - (6) Tenant and Lease Data
 - (7) Highest and Best Use (Before & After)
 - (8) Zoning
 - (9) Tax and Assessment Data
 - (10) Sales History
 - (11) Purpose of Appraisal
 - (12) Function of Appraisal
- c. Log of meetings with property owner and/or their or her representative.
- d. Property Description
 - (1) Land (size, shape, topography, utilities, soil conditions, accessibility, etc.)
 - (2) Improvements (size, age, condition, number of rooms and all items necessary to properly describe).
- e. Land Valuation
- f. Value of Whole Property Before Taking
 - (1) Cost Approach
 - (2) Sales Comparison Approach
 - (3) Income Capitalization Approach
 - (4) Correlation
- g. Description and Effect of Taking
- h. Value of Part Taken
- i. Value of Remainder Before Taking
- j. Value of Remainder After Taking
 - (1) Cost Approach
 - (2) Sales Comparison Approach
 - (3) Income Capitalization Approach
 - (4) Correlation
- k. Damages
- l. Summary and Breakdown of Taking and Damages

- m. Leasehold Interests
- n. Addenda

- (1) Property Plat
- (2) Floor Plans
- (3) Photos
- (4) Sales and Rental Data (if not in Basic Data Report)
- (5) Sales Map (if not in Basic Data Report)
- (6) Appraiser's Certificate – See Appendix "B"

The above is intended as a guide and all items may or may not be necessary in all situations. At other times, supplemental data or headings may be required.

- D. Change in Valuation Caused by the Public Improvement. Any decrease or increase in the fair market value, prior to the date of valuation and caused by the public improvement for which such property is being acquired; or by the knowledge that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, shall be disregarded when estimating the value of the real property being appraised.
- E. Documentation
 - 1. The "Before and After" method of valuation, as interpreted by State law, shall be used in partial acquisition except where it is obvious there is no damage to the residue land or improvements. These exceptions are noted and identified in Appendix C.
 - 2. The appraisal shall include all applicable approaches to value both "Before and After" value estimate. If an approach is not considered applicable, the appraiser shall so state with a short explanation as to why. All pertinent calculations used in developing these approaches shall be shown.
 - a. Where the cost approach is utilized, the appraisal report shall contain the specific source of cost data and an explanation of each type of accrued depreciation. The basis for this depreciation estimate must be included as a part of the approach.
 - b. In the market approach, the appraisal report must contain a direct comparison of pertinent comparable sales to the property being appraised. The appraiser shall include a statement setting forth their analysis and reasoning for each item of adjustment to comparable sales. A dollar amount or percentage amount adjustment shall be made for each non-comparable element requiring adjustment.
 - c. Where the income approach is used, there shall be documentation to support the income, expenses, interest rate, remaining economic life, and capitalization rate. Where it is determined that the economic rental income is different from the existing or contract income, the increase or decrease shall be explained and supported by market information.

- d. Where two or more approaches to value are used, the appraisal shall show the correlation of the separate indications of value derived by each approach along with a reasonable explanation for the final conclusion of value. This correlation shall be included for both before and after appraisals.
3. Special benefits shall be offset against the value of the damages to the remainder in accordance with State law. The after value appraisal shall eliminate any consideration of damages that are not compensable or benefits not allowable under State law, even though they may, in fact, exist in the ultimate value of the remaining property in the market. In case of doubt, a State legal ruling should be secured.
4. The appraisal of the after value shall be supported to the same extent as the appraisal of the before value. This support shall include one or more of the following:
 - a. Sales comparable to the remainder properties.
 - b. Sales of comparable properties from which there have been similar acquisitions or takings for like usages.
 - c. Development of the income approach on properties that show economic loss or gain as a result of similar acquisitions or takings for like usages.
 - d. Indications from severance damage studies as related to similar takings.
 - e. If the data described in (1) through (4) are not available, the appraisal shall so state and give the appraiser's reasoning for their value estimate.
5. The difference between the before and after appraisal will represent the value of the property being acquired, including the damages and benefits to the remainder. The appraiser shall in the appraisal analyze and tabulate the difference showing a reasonable allocation to land, improvements, damages and benefits. The following general outline should be followed:
 - a. Value of Whole Property.
 - b. Value of Part Taken.
 - c. Value of Remainder as of Before Taking.
 - d. Value of Remainder as of After Taking.
 - e. Damages and/or Special Benefits {Difference between item (3) and (4)}.
 - f. Allocation of Taking & Damages and/or Special Benefits.
6. All valuation reports shall include identified photographs of the subject property including all principal above ground improvements or unusual features affecting the value of the property.
7. Valuation reports for whole takings shall contain a sketch or plat of the property showing boundary dimensions, location of improvements and other significant features of the property. For partial takings the sketch or plat shall

also show the area to be acquired, relation of improvements to the taking area and area of each remainder.

8. Each valuation report shall contain or make reference (when separate project report is furnished) to the comparable sales that were used in arriving at the market value estimate. The comparable sale data shall contain the following information:
 - a. Date of Sale.
 - b. Names of the parties to the transaction.
 - c. Consideration paid.
 - d. Financing and how it affected the sales price. If the Appraiser is unable to verify the financing and conditions of sale from the usual sources, such as buyer, seller, broker, attorney, or escrow company or any person having knowledge of these factors, he/she shall so state giving the reason or reasons.
 - e. Conditions of the sale.
 - f. Personal verification of the sale, with whom and when.
 - g. Location.
 - h. Total area.
 - i. Type of improvements.
 - j. Highest and best use at time of sale.
 - k. Zoning at time of sale.
 - l. Identified photographs of all principal above ground improvements or unusual features affecting the value of the comparable.
 - m. Any other data pertinent to the analysis and evaluation of the sale.
 9. All property valued and the comparable sales which were relied upon in arriving at the market value estimate shall be personally inspected in the field by the Appraiser and all dates of inspection shall be shown in either the project or individual parcel valuation report, whichever is appropriate.
 10. Each valuation report shall contain the date of the Appraiser's signature and the date of valuation.
 11. The property owner or their representative shall be given the opportunity to accompany the Appraiser during the Appraiser's inspection of the property and a report of such inspection shall be made a part of the appraisal report as per Section II, C, 4, C of these specifications.
- F. In every case, unless specified otherwise, the purpose of the valuation document is to express and support the Appraiser's estimate of fair market value as determined through the use of standard valuation processes. In addition, three important facts must be kept in mind.
1. Nebraska Department of Roads Review Appraisers and possibly Federal Highway Administration officials may review the valuation report.
 2. The valuation document will also be used to properly inform the negotiator of all pertinent facts prior to negotiation with the property owner. Such items as comparable sales must be well selected, verified and accurately reported so that

the negotiator may use them in negotiations and even take the property owner to see them if it becomes necessary to do so.

3. The valuation document and the project report may be distributed to the owner of the property as a part of the negotiation process.
- G. The Appraiser shall testify in court if required and shall defend the Compensation Estimate or Appraisal in the court testimony if the date of taking is within a reasonable time after the date of Compensation Estimate or Appraisal.
- H. The Appraiser shall determine if the property is leased and value the lease to determine the lessor and lessee's interest, justify these interests, if they exist, and compute the damages to these interests as part of the total damages.
- I. Any tenant-owned building, structure, or other improvement, which would be considered to be real property if owned by the owner of the real property on which it is located, shall be considered to be real property and shall be appraised as such to determine its fair market value. This shall include any improvement of a tenant-owner who has the right or obligation to remove the improvement at the expiration of the lease term.
- J. In appraising income-producing property that contains personal property owned by the owner of the real estate, the income of the personal property will not be considered a part of the gross income of the real property. Therefore, the Appraiser is required to show a deduction from the gross income, the amount the personalty contributes to the gross income.
- K. The following is a list of non-compensable items which the Appraiser agrees to review and also the Appraiser agrees that damages will not be estimated based upon these non-compensable items as listed in the tracts under this contract.
 1. Loss of profits or business.
 2. An option does not constitute an interest in land requiring compensation where it has not been exercised.
 3. Circuitry of travel by reason of the blocking of existing county roads is not compensable where it is a damage suffered in common with the public generally.
 4. The placing of medians in the center of a street or thoroughfare does not entitle the owner to damages inasmuch as this is in accordance with the police power even though right of way is acquired at the same time.
 5. In computing damages or assessing damages for property taken containing valuable deposits of minerals, sand, gravel, or other types of materials, the land must be valued considering the potentialities that it has and the minerals it contains as land and cannot be valued on a yards time price basis of the quantity of minerals contained.
 6. Damages arising by reason of the police power or exercise thereof are not compensable.

- 7. Damages during the period of constructions such as noise, dust, inability of customers to conveniently get the owner's property, the closing off of street and detour of traffic are not compensable.
- 8. Damages by reason of the loss of anticipated profits that the owner claims that could have made had they been allowed to continue the use of the property are not compensable.
- L. When severance damages are estimated, the Appraiser will support the damages by use of comparable sales. If comparable sales aren't available, other recognized methods may be used.
- M. The classification of equipment and fixtures as realty or personalty is necessary so that the appraiser can list and evaluate each piece of equipment. This is only required when the building they are located in is being acquired as a result of the project. In other words, valuation of the equipment and fixtures, as personalty, is not required, if the Local Public Agency is not acquiring the building they are located in.

The Appraiser understands that the Local Public Agency may make two offers to the owner. One offer will include all realty, including the equipment and fixtures considered a part of the realty. The other offer will include all realty, including the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

Therefore, it is necessary that the Appraiser list and make a determination on each piece of equipment and fixture as to whether it is realty or personalty.

The valuation document must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support the opinion of value being placed on the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

- N. Estimates will be required in those instances where the "cost to cure" method is used in determining damages to the property remainder or when the appraiser decides to employ or obtain estimates of cost to be used as a part of the valuation document.
- O. When a sub-contractor is required to complete a Specialty Report; the appraiser shall furnish the sub-contractor's qualifications and experience, along with the bid amount to complete the Specialty Report to the Local Public Agency for approval.

The bid amount of the sub-contractor will be paid as a part of the original contract, if the Local Public Agency notifies the appraiser that a Specialty Report is required during the request for proposal process, or as a Supplement Contract, if the Local Public Agency and the appraiser determine it is necessary to obtain the services of sub-contractor after the contract for Appraisal Services has been executed.

The Specialty Report value will not arbitrarily be added to the valuation of the realty, but shall be considered to the extent of the contributory value in establishing the value of the whole property.

APPENDIX "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the appraiser, for itself, its assignees and successors in interest (hereinafter referred to as the "appraiser"), agrees as follows:

Compliance with Regulations: The Appraiser will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The appraiser, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The appraiser will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the appraiser for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the appraiser of the appraiser's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Public Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the appraiser shall so certify to the Local Public Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the appraiser's noncompliance with the nondiscrimination provisions of this contract, the Local Public Agency shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) withholding of payments to the appraiser under the contract until the appraiser complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The appraiser will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The appraiser will take such action with respect to any subcontract or procurement as the Local Public Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a appraiser becomes involved in, or is threatened with, litigation with a

subcontractor or supplier as a result of such direction, the appraiser may request the Local Public Agency to enter into such litigation to protect the interests of the Local Public Agency.

MINORITY BUSINESS ENTERPRISES

Policy

The Appraiser and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

Minority Business Enterprises Obligation

The Appraiser and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Appraiser shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Appraiser shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Appraiser to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Local Public Agency or such remedy as the Local Public Agency deems appropriate.

DRUG-FREE WORKPLACE POLICY

The Appraiser shall have, on file with the Local Public Agency, an acceptable drug-free workplace policy.

APPENDIX "B"

Project No. URB-5436(5) Control No. 42707

Parcel No. _____

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the property herein appraised and that I have afforded the property owner, or their representative, the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal is to be used in connection with the acquisition of right of way for a project to be constructed by _____ with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes, and the Uniform Standards of Professional Appraisal Practice; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the value reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any way benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Local Public Agency, the Nebraska Department of Roads, or officials of the Federal Highway Administration and I will not do so until so authorized by the Local Public Agency, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the fair market value of the acquisition as of the _____ day of _____ 20____, is \$_____ based upon my independent appraisal and the exercise of my professional judgment.

Date

Signature

APPENDIX “C”

LIST OF INDIVIDUAL TRACTS TO BE APPRAISED

TRACT NUMBER	TYPE OF APPRAISAL/ESTIMATE	FEE
5	Short Form Appraisal	\$1,750
6	Short Form Appraisal	\$1,750
7	Compensation Estimate	\$900
8	Compensation Estimate	\$900
9	Compensation Estimate	\$900
10	Compensation Estimate	\$900
12	Compensation Estimate	\$900
13	Compensation Estimate	\$900
14	Compensation Estimate	\$900
15	Compensation Estimate	\$900
16	Compensation Estimate	\$900
17	Compensation Estimate	\$900
18	Compensation Estimate	\$900
19	Compensation Estimate	\$900
20	Compensation Estimate	\$900
22	Compensation Estimate	\$900
26	Compensation Estimate	\$900
27	Compensation Estimate	\$900
28	Compensation Estimate	\$900
29	Compensation Estimate	\$900
30	Short Form Appraisal	\$1,750
31	Short Form Appraisal	\$1,750
	TOTAL FEE	\$23,200

Start Date December 2, 2013

Completion Date: January 17, 2014

Submitted by: Steve Medill
Please Print

Please Sign

Address: Steve Medill
301 S. 70th Street, Suite 300-F
Lincoln, NE 68510

APPRAISAL REVIEW SERVICES CONTRACT

This agreement, entered into this day of November, 2013, between Olsson Associates, (herein called "Project Representative" for City of Grand Island, herein called "Local Public Agency") and Gary Hassebrook (herein called "Reviewer") agrees that:

In return for the total fee of \$8,580, as per Appendix C, it is agreed that the Reviewer will furnish to the NDOR an appraisal review of valuation documents all in accordance with the Appraisal Review Specifications, a copy of which is hereto attached and made a part of this contract. These appraisal reviews will be used in connection with the acquisition of right of way for:

Project: URB-5436(5)
C. N.: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

An additional fee will be negotiated with the Reviewer for each additional parcel added to this contract.

The fee for supplemental or revised appraisal reviews will be negotiated with the Reviewer Appraiser when corrections to the original appraisal require a re-review of, and rewriting of the appraisal review report.

Reviewer shall submit invoices by the end of the month to the Project Representative based on percentage complete of the Reviewer's Scope of Services. Reviewer's reimbursable expenses for this Project are included in the fixed fee set forth above.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Project Representative shall set forth the final position. Where no agreement can be reached, this contract shall be terminated. The contract may also be terminated when, in the opinion of the Project Representative, the Reviewer's services are unsatisfactory, or because of the Reviewer's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Reviewer's disability or death. In such an event, the work that has been completed, when the notice of termination is given by the Project Representative, becomes the property of the Local Public Agency, whose management shall arbitrate settlement for the completed work.

The Reviewer, as a condition of the above lump sum fee, agrees to attend necessary meetings and conferences with representatives of the Project Representative, Local Public Agency, the Nebraska Department of Roads and/or the United States Federal Highway Administration to discuss the various aspects and phases of the appraisal review action. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be at an hourly rate of \$125/hour plus reimbursable expenses.

All expenses incurred by the Reviewer are considered to be their liability and are not to become an expense to the Project Representative or Local Public Agency except as provided for in this agreement.

The Reviewer agrees to furnish the completed appraisal review assignment to the Local Public Agency 20 working days after receipt of appraisals and compensation estimates which is

anticipated to be January 20, 2014. Supplemental or revised appraisal reviews caused by the Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Reviewer that they will furnish the Local Public Agency a written progress report of the appraisal work accomplished on the Project as requested.

A penalty of \$75 per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, of \$8,580 for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon 20 working day completion will be only by mutual written agreement between the parties of this contract.

The Reviewer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Reviewer, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Reviewer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Project Representative shall have the right to annul this contract without liability.

The Reviewer agrees that they will prepare their appraisal review of the property involved independently and that they will not furnish to any other person or persons, except on proper order of court, a copy of the appraisal review or the information contained therein. The restriction, however, does not imply that the Reviewer may not use information obtained in the appraisal review in the course of their usual profession.

The appraisal review reports are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is understood and agreed that the appraised value fixed by the Reviewer in their report may subsequently be affected by law, regulations, or economic conditions and that same is valid only for a reasonable time after submission.

It is agreed that each party hereto will furnish any available information in its possession to the other upon request, if such information were necessary to the terms of this contract.

It is the intention of the parties that the appraisal reviews and services contracted for are to be the personal services of the Reviewer as named. Subletting or transferring the appraisal review work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Reviewer agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

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

EXECUTED by the Reviewer this day of November, 2013.

Witness

Reviewer

EXECUTED by Olsson Associates this day of November, 2013.

**Project Representative
Olsson Associates**

APPROVED:

Authorized Signature

APPRAISAL REVIEW SPECIFICATIONS

I. INTRODUCTION

Olsson Associates, being Project Representative for the City of Grand Island, will receive proposals for appraisal review services for:

Project: URB-5436(5)
CN: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

The work required for this project is described in this document and as noted in Appendix A, B, and C.

We anticipate a starting date of January 20, 2014 with a suggested completion date of February 17, 2014.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix C. In addition, also indicate the date you expect to start and complete the requested services. Further, appendix C shall be signed and dated in the space provided.

II. MATERIALS AND INFORMATION TO BE FURNISHED BY THE PROJECT REPRESENTATIVE

- A. Upon acceptance of a contract to perform appraisal review services, Olsson Associates will furnish the following materials and information as applicable.
1. Three originals and one reproduced copies of the appraisal/valuation report.
 2. Plans, plats and other exhibits in sufficient detail to enable the Reviewer to reach conclusions concerning the definition of the appraisal problem.
 3. "Review Determination of Fair Market Value." (See Appendix B)

III. SCOPE OF WORK TO BE DONE BY REVIEWER

- A. The Reviewer shall examine each appraisal report to determine that they:
1. Are complete in accordance with 49 CFR 24.103 and the appraisal specifications as outlined in the Appraisers contract.
 2. Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing Nebraska law and the Uniform Standard of Professional Appraisal Practice.
 3. Contain or make reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimates of value and/or just compensation contained therein.
 4. Include consideration of compensable items, damages and benefits, and do not include compensation for items noncompensable under Nebraska law.

5. Contain an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures that the appraiser considered to be a part of the real property to be acquired.
 6. Contain the estimate of just compensation for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, either in the report or in a separate statement, a reasonable allocation of the estimate of just compensation for the real property acquired and for damages to remaining real property.
- B. The Reviewer's dated signature is sufficient concurrence, on reports not requiring a written report.
 - C. The Reviewer shall prepare a dated, signed, "Review Determination of Fair Market Value", for and attach to, each report reviewed. See Appendix B. In addition, the Reviewer shall prepare an additional dated and signed report on any other tract that requires further clarification, corrections, or documentation to support just compensation.
 - D. Each original copy of the appraisal/valuation report complete with the Reviewer's signature and all review documents will be returned to Olsson Associates at conclusion of the appraisal review process.

APPENDIX "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the reviewer, for itself, its assignees and successors in interest (hereinafter referred to as the "reviewer"), agrees as follows:

Compliance with Regulations: The Reviewer will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The reviewer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The reviewer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the reviewer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the reviewer of the reviewer's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The reviewer will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Public Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a reviewer is in the exclusive possession of another who fails or refuses to furnish this information, the reviewer shall so certify to the Local Public Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the reviewer's noncompliance with the nondiscrimination provisions of this contract, the Local Public Agency shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to the reviewer under the contract until the reviewer complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The reviewer will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The reviewer will take such action with respect to any subcontract or procurement as the Local Public Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a reviewer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the reviewer may request the Local Public Agency to enter into such litigation to protect the interests of the Local Public Agency.

MINORITY BUSINESS ENTERPRISES

Policy

The Appraiser Reviewer and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

Minority Business Enterprises Obligation

The Appraiser Reviewer and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Appraiser shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Appraiser shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Appraiser Reviewer to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Local Public Agency or such remedy as the Local Public Agency deems appropriate.

DRUG-FREE WORKPLACE POLICY

The Appraiser Reviewer shall have, on file with the department, an acceptable drug-free workplace policy.

APPENDIX B

REVIEW DETERMINATION OF FAIR MARKET VALUE

Date: f _____
From: _____
To: _____ Project # URB-5436(5)
Subject: Tract: _____ Owner: _____ C. N. 42707

(1) & (2) My review determination of fair market value for the subject tract and federal aid highway project is:

Market Value Before Taking	\$ _____
Land Improvements	
Value of Part Taken	\$ _____
Value of Remainder Before Taking	\$ _____
Value of Remainder After Taking	\$ _____
Land Improvements	
Severance Damage	\$ _____
Contractual Damage	\$ _____
Value of Part Taken	\$ _____
Total Compensation: Value of Part Taken and Damages	\$ _____

(3) Reviewer's comments on the extent of his visual inspection.

a. Subject tract _____

b. Comparable sales applicable to subject tract _____

(4) I, _____ Reviewing Appraiser,
Have no direct or indirect present or contemplated future personal interest in subject property
or in any benefits from the acquisition of subject property appraised.

(5) My determination of compensation has been reached independently based on the appraisal
and other factual data of record without collaboration or direction.

(6) My above determination of total compensation includes only items compensable under
State law. The total compensation does not include items ineligible for Federal reimbursement
except; (If no exception – Write None). _____

ACQUISITION SERVICES CONTRACT

This agreement, entered into this day of November, 2013, by Olsson Associates, (herein called "Project Representative" for City of Grand Island, herein called "Local Public Agency") and Midwest Right of Way Services, Inc., (herein called "Acquisition Consultant") agrees:

In return for the total estimated fee of \$58,630, as itemized in Appendix B, it is agreed that the Acquisition Consultant shall negotiate on behalf of the Local Public Agency with the owners of each tract identified for the acquisition of certain property rights in accordance with the Acquisition Services Specifications, of which a copy is attached and made a part of this contract. The acquisition of these certain property rights will be used in connection with:

Project: URB-5436(5)
C. N.: 42707
Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

An additional fee will be negotiated with the Acquisition Consultant for each additional parcel added to this contract.

The fee for supplemental or revised tracts, which result in new or revised acquisition documents, as a result of changes in the taking caused by the Project Representative or Local Public Agency, will be negotiated with the Acquisition Consultant.

Acquisition Consultant shall submit invoices by the end of the month to the Project Representative for actual time of personnel performing services and all actual reimbursable expenses. Acquisition Consultant's Scope of Services will be provided on a time and expense basis not to exceed \$58,630. Hourly fees will be billed at Acquisition Consultant standard hourly rate of \$85 for Right of Way Agent and \$95 for Senior Right of Way Agent plus expenses.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Project Representative will determine the final position. Where no agreement can be reached, this contract shall be terminated.

The contract may also be terminated when, in the opinion of the Local Public Agency, the Acquisition Consultant's services are unsatisfactory, or because of the Acquisition Consultant's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Acquisition Consultant's disability or death. The Local Public Agency may terminate the services of the Acquisition Consultant by giving five (5) days written notice. In such an event, the work, which has been completed, when the notice of termination is given by the Local Public Agency, becomes the property of the Local Public Agency. The Local Public Agency's management shall arbitrate settlement for the completed work.

The Acquisition Consultant, as a condition of the above estimated fee, agrees to attend necessary meetings and conferences with representatives of the Project Representative, Local Public Agency, the Nebraska Department of Roads and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be \$600 for each half day or portion thereof, or \$1,200 per day for any part of a day exceeding a half day.

All expenses incurred by the Acquisition Consultant are considered to be their liability and are not to become an expense to the Project Representative or Local Public Agency except as provided for in this agreement.

The Acquisition Consultant agrees to complete the requirements noted in the Acquisition Services Specifications on or before July 1, 2014 for 18 of the 22 tracts. The remaining tracts shall be completed by August 1, 2014. The Local Public Agency assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the contract completion date. Supplemental or revised acquisition documents caused by the Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Acquisition Consultant that they will furnish the Local Public Agency a written progress report of the work accomplished on the Project as requested.

A penalty of \$75 per normal working day will be assessed against and deducted from the agreed-upon Estimated Fee, as per this contract, for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion dates as stated in the preceding paragraph will be only by mutual written agreement between the parties of this contract.

The Acquisition Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Acquisition Consultant, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Acquisition Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Project Representative shall have the right to annul this contract without liability.

If the Acquisition Consultant discovers or is informed by the Local Public Agency of the existence of any possible conflict of interest on the part of the Acquisition Consultant, the Acquisition Consultant shall immediately cease all activity in connection with such services, and promptly notify the Project Representative and Local Public Agency, in writing, of all relevant facts and circumstances pertaining to such conflict, so the Project Representative and Local Public Agency may take such action as it deems appropriate, including but not limited to, the exclusion of any tract or tracts involved from this agreement.

The acquisition documents are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Acquisition Consultant as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Acquisition Consultant agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

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

EXECUTED by the Acquisition Consultant this day of November, 2013.

Witness

Acquisition Consultant

EXECUTED by Olsson Associates this day of November, 2013.

**Project Representative
Olsson Associates**

APPROVED:

Authorized Signature

ACQUISITION SERVICES SPECIFICATIONS

A. PROJECT DESCRIPTION

Olsson Associates (herein called "Project Representative" for City of Grand Island, herein called "Local Public Agency (LPA)") will receive proposals for Acquisition Services for:

Project: URB-5436(5)

CN: 42707

Location: Capital Avenue – Webb Road to Broadwell Avenue, Grand Island, NE

The work required for this project is to negotiate for the acquisition of property needed by the LPA to construct this project. This includes meetings with the Project Representative, Local Public Agency, plan review, preparing status reports and submitting the necessary documents to the Project Representative and LPA for each right of way tract.

The work is also described in detail in this document and as noted in Appendix A and B.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix B. In addition, also indicate the date you expect to be able to start and complete the requested services. Further, Appendix B shall be signed and dated in the space provided.

B. Project Representative TO PROVIDE

1. Provide the title searches.
2. Provide the construction plans and cross sections.
3. Provide the right of way plans.
4. Provide the Appraisal Project Report.
5. Provide Individual Tract Appraisals or Valuation Documents.

LPA TO PROVIDE

1. Provide Acquisition Brochures.
2. Provide Right of Way Contract forms.
3. Provide Deed forms.
4. Provide Permanent Easement Instrument forms.
5. Provide Rights Letter.
6. Provide Certificate of Negotiator.
7. Provide Lessee's Contract forms.
8. 1099 Forms.

C. APPLICABLE PUBLICATIONS

The Acquisition Consultant shall follow the criteria of the current applicable publications listed here:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. Nebraska Department of Roads Right of Way Manual.

D. INITIAL MEETING AND PLAN REVIEW

The Acquisition Consultant shall meet with the Project Representative and LPA to review the plans and discuss the scope of work before beginning Acquisition activities.

E. TITLE RESEARCH

1. The Acquisition Consultant shall verify that the title information is correct and current at the appropriate county offices.
2. On total acquisition tracts, the Acquisition consultant will check for unpaid taxes, special assessments, etc.
3. The Acquisition Consultant will check with the owner about the status of the encumbrances shown and tactfully ascertain otherwise undisclosed liens, encumbrances, or other interests.
4. The Acquisition consultant shall provide to the LPA mortgage release information and copies of Deeds of Trust.

F. ACQUISITION

1. The Acquisition Consultant(s) shall be licensed by the Nebraska Real Estate Commission.
2. The Acquisition Consultant shall make every effort to understand the projects' objective, the valuation documents, and the project's impact on each property before meeting with individual property owners.
3. The Acquisition Consultant shall make every reasonable effort to acquire expeditiously the parcels listed herein.
4. The Acquisition Consultant shall make a prompt offer to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition.
5. Upon initiation of negotiations, the Acquisition Consultant shall provide the owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount which has been established as just compensation for the proposed acquisition.
6. The Acquisition Consultant shall make all reasonable efforts to personally contact each owner or their designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
7. At the first contact where the offer is discussed, the Acquisition Consultant shall give the owner the State's brochure describing the land acquisition process and the owner's rights, privileges and obligations.
8. A revised offer and summary statement of just compensation shall be provided the owner if the extent of the taking is revised or the approved estimate of just compensation is revised by the Review Appraiser.
9. The Acquisition Consultant shall maintain adequate records to include a certificate of negotiator and a call report for each parcel.
10. The call report shall contain at least the following:
 - the date and place of each contact
 - parties of interest contacted
 - offer made
 - report of the discussion with the owner
 - counter offer or reasons offer was not accepted
 - signature of the Agent and date signed by the Agent.

11. The Acquisition Consultant shall acquire the necessary property rights through amicable negotiations, which is defined as the process by which property is acquired through written or personal contact with the owner with the aim of reaching agreement on the terms of a voluntary transfer of such property.
12. If the Acquisition Consultant's negotiations do not succeed in obtaining the necessary property rights and condemnation is required, the Acquisition Consultant shall deliver the tract files along with the updated title information, call reports, Basic Information Sheet and completed Certificate of negotiator to the LPA.

G. REPORTS

The Acquisition Consultant shall submit a weekly status report explaining the status of each tract and including any remarks which may need to be addressed.

H. NEGOTIATIONS

1. For this agreement, the Acquisition Consultant shall assume that approximately 23 tracts will need to be acquired.
2. All tracts will be acquired by the Acquisition Consultant, including those tracts with owners living out of the State of Nebraska.
3. Tracts with identical ownerships are considered one tract for negotiation and payment purposes.
4. The Acquisition Consultant is required to obtain all necessary signatures to complete the transaction, including tenant releases.
5. All tenants may not have been identified at the start of the assignment. The Acquisition Consultant is required to identify any additional tenants and to obtain their releases without further compensation.
6. Each advertising sign is considered as a separate tract for negotiation purposes.

I. DELIVERABLES

The Acquisition Consultant shall submit the proper documents, as identified earlier, for each tract upon completion of negotiation and acquisition of each tract. These documents are:

1. Properly executed right of way and easement contracts.
2. Deeds.
3. Call Reports.
4. 1099 Forms.
5. Completed Certificate of Negotiator.
6. Buyer's copy of the valuation document.
7. Basic Information Sheet.

J. COMPLETION

The Acquisition Consultant's work under this agreement will be considered done upon the submittal of the last tract documents that the Acquisition Consultant is responsible for and, that the Project Representative and LPA agrees that all tracts and documents for the project are done or accounted for and that the Acquisition Consultant's work is satisfactory.

APPENDIX "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the Acquisition Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Acquisition Consultant"), agrees as follows:

Compliance with Regulations: The Acquisition Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Acquisition Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Acquisition Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

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

Information and Reports: The Acquisition Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Public Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an Acquisition Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Acquisition Consultant shall so certify to the Local Public Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Acquisition Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Public Agency shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) withholding of payments to the Acquisition Consultant under the contract until the Acquisition Consultant complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Acquisition Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Acquisition Consultant will take such action with respect to any subcontract or procurement as the Local Public Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Acquisition Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Acquisition Consultant may

request the Local Public Agency to enter into such litigation to protect the interests of the Local Public Agency.

MINORITY BUSINESS ENTERPRISES

Policy

The Acquisition Consultant and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

Minority Business Enterprises Obligation

The Acquisition Consultant and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Acquisition Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Acquisition Consultant shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Acquisition Consultant to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Local Public Agency or such remedy as the Local Public Agency deems appropriate.

DRUG-FREE WORKPLACE POLICY

The Acquisition Consultant shall have, on file with the Local Public Agency, an acceptable drug-free workplace policy.

APPENDIX B

LIST OF TRACTS TO BE ACQUIRED

TRACT NUMBER	TYPE OF VALUATION DOCUMENT	ESTIMATED FEE
5	Short Form Appraisal	\$2,665
6	Short Form Appraisal	\$2,665
7	Compensation Estimate	\$2,665
8	Compensation Estimate	\$2,665
9	Compensation Estimate	\$2,665
10	Compensation Estimate	\$2,665
12	Compensation Estimate	\$2,665
13	Compensation Estimate	\$2,665
14	Compensation Estimate	\$2,665
15	Compensation Estimate	\$2,665
16	Compensation Estimate	\$2,665
17	Compensation Estimate	\$2,665
18	Compensation Estimate	\$2,665
19	Compensation Estimate	\$2,665
20	Compensation Estimate	\$2,665
22	Compensation Estimate	\$2,665
26	Compensation Estimate	\$2,665
27	Compensation Estimate	\$2,665
28	Compensation Estimate	\$2,665
29	Compensation Estimate	\$2,665
30	Short Form Appraisal	\$2,665
31	Short Form Appraisal	\$2,665
ESTIMATED TOTAL FEE		\$58,630

Full Day County Court Fee	\$1,200	Half Day County Court Fee	\$600
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Anticipated Start Date April 1, 2014

18 of 22 Tracts Completion Date: July 1, 2014

Final Completion Date: August 1, 2014

Submitted by: Jack Borgmeyer
Please Print

Please Sign

Address: Midwest Right of Way Services, Inc.
13425 'A' Street
Omaha, NE 68144

RESOLUTION 2013-379

WHEREAS, on May 24, 2011, by Resolution No. 2011-124 the Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Capital Avenue – Webb Road to Broadwell Avenue Project; and

WHEREAS, on September 27, 2011, by Resolution No. 2011-283 the Grand Island City Council approved entering into an agreement with Olsson Associates for engineering consulting services for such project; and

WHEREAS, on February 26, 2013, by Resolution No. 2013-53 the Grand Island City Council approved Supplemental Agreement No. 1 with Olsson Associates to allow for identification of potential conflicts with underground utilities owned by Northwestern Gas and CenturyLink; and

WHEREAS, on March 12, 2013, by Resolution No. 2013-63 the Grand Island City Council approved Supplemental Agreement No. 2 with Olsson Associates to allow for additional services to develop environmental documentation in accordance with the National Environmental Policy Act of 1970; and

WHEREAS, on November, 26, 2013, by Resolution No. 2013-378 the Grand Island City Council approved Supplemental Agreement No. 3 with Olsson Associates to allow for widening the roadway to 5 lanes from the 3 lanes as originally proposed, water main potholing, traffic signal design, right-of-way services, and retaining wall design; and

WHEREAS, the work was to be performed at actual costs with a maximum amount of \$476,099.28, plus a fixed-fee-for-profit amount of \$57,118.03, for a total agreement amount of \$533,217.28 and

WHEREAS, the original agreement is now being supplemented to allow for appraisal and negotiation services for acquiring the right-of-way and easements required for the roadway improvement in accordance with the Uniform Act and NDOR policies; and

WHEREAS, the original agreement is amended and the fixed-fee-for-profit is increased from \$57,118.03 to \$57,672.03, an increase of \$554.00. Actual costs are increased from \$476,009.28 to \$572,056.28, an increase of \$95,957.00. The total agreement amount is increased from \$533,217.28 to \$629,728.28, an increase of \$96,511.00, which the Consultant must not exceed without the prior written approval of the LPA; and

WHEREAS, the total current estimate for all costs associated with acquisition of right-of-way and easements for roadway construction is \$280,012.00. Due to the federal funding cap, the City's participation in costs will be 20% of \$150,000 or \$30,000, and 100% of the costs exceeding \$150,000.00 or \$130,012.00, for a total of \$160,012.00; and

WHEREAS, Supplemental Agreement No. 4 to the original agreement with Olsson Associates is required to proceed with this project.

Approved as to Form	by _____
November 22, 2013	City Attorney

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 4 with Olsson Associates for engineering consulting services related to Capital Avenue – Webb Road to Broadwell Avenue is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-6

#2013-380 - Approving Bid Award for Fuel Dispenser Removal & Installation for the Fleet Services Division

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 26, 2013

Subject: Approving Bid Award for Fuel Dispenser Removal & Installation for the Fleet Services Division

Item #'s: G-6

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

Background

Fleet Services procures and supplies fuel for the majority of the City's Fleet. There are four dispensers housed on two fuel islands - one dispenser for unleaded fuel and one dispenser for diesel fuel. The fuel dispensers are in need of replacement due to age and exposure to the elements (see photos attached). The fuel dispensers are integrated with a fuel management system that tracks fuel usage for each unit and also the preventative maintenance schedule based on miles/hours the unit has been operated.

On November 1, 2013 the Fleet Services Division of the Public Works Department advertised a Request for Bid for Fuel Dispenser Removal & Installation. The Bid Request package was mailed to seven (7) vendors. Funds for the improvement were approved in the 2013/2014 budget.

Discussion

Two (2) bids were received and opened on November 14, 2013. The Fleet Services Division and the Purchasing Division reviewed the bids that were received and both met specifications. A summary of the bids are listed below:

	Yant Equipment Inc. Grand Island, NE	Seneca Companies Grand Island, NE
Fuel Dispenser – Diesel (2)	\$5,560.00	\$5,625.68
Fuel Dispenser – Ethanol (2)	\$9,482.00	\$10,094.48
Dispensing Accessories	\$1,690.44	\$3,435.02
Materials	\$1,020.00	\$2,149.55
Labor	\$3,800.00	\$7,848.12

Total Base Bid	\$21,552.44	\$29,152.85
Labor Rate(<i>for additional work if needed</i>)	\$68.00	\$0.00

Public Works Department staff is recommending a bid award to Yant Equipment, Inc. in the amount of \$21,552.44.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award and contract for Fuel Dispenser Removal and Installation to Yant Equipment, Inc. of Grand Island, Nebraska in the amount of \$21,552.44.

Sample Motion

Move to approve the bid award and contract for Fuel Dispenser Removal and Installation to Yant Equipment, Inc. of Grand Island, Nebraska in the amount of \$21,552.44.

FUEL DISPENSER REMOVAL & INSTALLATION

COUNCIL MEMO ATTACHMENT

EXISTING FUEL DISPENSERS LOCATED AT FLEET SERVICES





Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 13, 2013 at 2:00 p.m.
FOR: Fuel Dispenser Removal & Installation
DEPARTMENT: Public Works
ESTIMATE: \$30,000.00
FUND/ACCOUNT: 61010001-85615
PUBLICATION DATE: November 1, 2013
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Yant Equipment</u> Grant Island, NE	<u>Seneca Companies</u> Grand Island, NE
Bid Security:	AMCO Insurance Co.	North American Specialty Ins. Co.
Exceptions:	None	None
Manufacturer:	Gasboy/Gasboy	Gasboy/Gasboy
Model Number:	9153KXFIL/9153KXTW2FIL	9153KX/9153KXTW2
Warranty:	1 year / 1 year	1 year / 1year
Diesel:	\$ 5,560.00	\$ 5,625.68
Ethanol/Unleaded:	\$ 9,482.00	\$10,094.48
Accessories:	\$ 1,690.44	\$ 3,435.02
Materials:	\$ 1,020.00	\$ 2,149.55
Labor:	<u>\$ 3,800.00</u>	<u>\$ 7,848.12</u>
Total:	\$21,552.44	\$29,152.85

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

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Shannon Callahan, Street Superintendent

P1690

RESOLUTION 2013-380

WHEREAS, the City of Grand Island invited bids for Fuel Dispenser Removal & Installation, according to Request for Bid on file with the Public Works Department; and

WHEREAS, on November 13, 2013 bids were received, opened and reviewed; and

WHEREAS, Yant Equipment, Inc. of Grand Island, 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 \$21,552.44; and

WHEREAS, Yant Equipment, Inc.'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 Yant Equipment, Inc. of Grand Island, Nebraska in the amount of \$21,552.44 for Fuel Dispenser Removal & Installation is hereby approved as the lowest responsive and responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-7

#2013-381 - Approving Final Payment for the Crossing Surface Installation Agreement with Burlington Northern Santa Fe (BNSF) Railway Company for Improvements at the Broadwell Avenue/BNSF Railroad Crossing

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

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: November 26, 2013

Subject: Approving Final Payment for the Crossing Surface Installation Agreement with Burlington Northern Santa Fe (BNSF) Railway Company for improvements at the Broadwell Avenue/BNSF Railroad Crossing

Item #'s: G-7

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

Background

On October 11, 2011, the Grand Island City Council approved the Bid Award for the Broadwell Avenue Shoulder Improvement – Capital Avenue to the Veteran's Athletic Fields project with J.I.L. Asphalt Paving Company of Grand Island. This project consisted of placing 6' wide asphalt shoulders on the east and west sides of Broadwell Avenue from the intersection of Capital Avenue north to the Veteran's Athletic Field Complex entrance. This work was completed November 23, 2011.

On July 10, 2012 an agreement was approved by City Council with Burlington Northern Santa Fe (BNSF) Railroad for shoulder improvements to be made at the BNSF Railroad Crossing. This work will consist of constructing additional width to the concrete crossing panels and placing asphalt shoulders on BNSF right-of-way to occur in conjunction with their work planned as part of the BNSF Railway Double Track project. The costs for the surfaced shoulder widening are estimated at \$31,572.00 and are to be paid by the City of Grand Island.

Supplemental Agreement No. 1 was approved by the City Council on September 25, 2012, through Resolution No. 2012-267. This allowed BNSF to utilize their asphalt paving contractor to also resurface the roadway on the south approach to the existing railroad tracks at the Broadwell Avenue crossing. Work required milling the existing surfacing 3" deep, from the existing railroad tracks to 45' south of the existing railroad tracks, then place 3" of SP-4 Asphaltic Concrete. Work was able to occur at the same time the contractor placed the asphaltic concrete shoulders on the south side, per our agreement with BNSF. Estimated City cost for this additional work was \$20,000.00.

Discussion

The placement of the railroad concrete crossing panels was completed on June 25, 2013. The placement of asphalt for the paved shoulders and south roadway approach occurred on July 11, 2013. Invoices for the improvements are based on actual material costs and labor and equipment hours.

Actual total costs exceeded the cost estimates provided by BNSF by \$6,317.08 (12.2%). The cost estimates had underestimated the material costs and quantities for asphaltic concrete.

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 resolution authorizing the final payment for the Crossing Surface Installation Agreement between BNSF Railway Company and the City of Grand Island, in the amount of \$44,040.43.

Sample Motion

Move to approve the resolution.

RESOLUTION 2013-381

WHEREAS, on November 23, 2011 the City of Grand Island completed the Broadwell Avenue Shoulder Improvement - Capital Avenue to the Veteran's Athletic Fields project with J.I.L. Asphalt Paving Company of Grand Island, Nebraska; and

WHEREAS, on July 10, 2012, by Resolution No. 2012-179 the City Council approved entering into an agreement in the amount of \$31,572.00 with Burlington Northern Santa Fe (BNSF) Railroad to coordinate constructing additional width to the concrete crossing panels and placing asphaltic concrete shoulders on BNSF right of way to occur in conjunction with their work planned as part of the BNSF railway double track project; and

WHEREAS, on September 25, 2012, by Resolution No. 2012-267 the City Council approved Amendment No. 1 to the original agreement to allow BNSF to utilize their asphalt paving contractor to also resurface the roadway on the south approach to the existing railroad tracks at the Broadwell Avenue crossing, in an amount not to exceed \$20,000.00, for a revised agreement amount of \$51,572.00; and

WHEREAS, the actual total costs exceeded the cost estimates provided by BNSF in the amount of \$6,317.08 (12.2%), resulting in a total project cost of \$57,889.08.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the final payment of \$44,040.43 for the Crossing Surface Installation Agreement between BNSF Railway Company and the City of Grand Island is hereby approved, resulting in a total project cost of \$57,889.08.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-8

**#2013-382 - Approving Final Payment for Blaine Street Paving
Project No. 2012-P-2; Wildwood Drive to Schimmer Drive**

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

Council Agenda Memo

From: Keith Kurz PE, Public Works Engineer

Meeting: November 26, 2013

Subject: Approving Final Payment for Blaine Street Paving Project No. 2012-P-2; Wildwood Drive to Schimmer Drive

Item #'s: G-8

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

Background

The Grand Island Area Economic Development Corporation requested to reallocate the \$575,000.00 of LB840 funds to allow for paving of Blaine Street, from Wildwood Drive to Schimmer Drive. This reallocation was approved on February 12, 2013, by Resolution No. 2013-39. The LB840 funds were combined with the Community Development Block Grant (CDBG) as a match to the City funds to fully fund this paving project.

Gehring Construction and Ready Mix Co., Inc. of Columbus, Nebraska was awarded a \$588,529.90 contract on March 12, 2013. Work on the project commenced on March 13, 2013 and was completed on October 10, 2013.

City Council approved Change Order No. 1 on July 23, 2013 in the amount of \$2,600.00, for a revised contract amount of \$591,129.90.

Discussion

The project cannot be finalized until all grant monies have been accounted for, however the Contractor has completed their portion of the work and payment is due them in the amount of \$43,438.48 (includes retainage of \$30,361.48).

The paving work was completed at a total cost of \$620,306.70, which resulted in an overrun of \$29,176.80. Due to exceptionally good concrete prices that were received, the decision was made to pave an additional one (1) foot of shoulder on each side of the roadway. This decision allows for a safer shoulder and improves the 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 payment for Blaine Street Paving Project No. 2012-P-2; Wildwood Drive to Schimmer Drive in the amount of \$43,438.48.

Sample Motion

Move to approve the resolution.

RESOLUTION 2013-382

WHEREAS, on March 12, 2013, by Resolution 2013-60, the City of Grand Island awarded Gehring Construction & Ready Mix Co. of Columbus, Nebraska the bid in the amount of \$588,529.90 for the Blaine Street Paving; Project No. 2012-P-2 – Wildwood Drive to Schimmer Drive; and

WHEREAS, on July 23, 2013, by Resolution No. 2013-244 City Council approved Change Order No. 1 in the amount of \$2,600.00, for a revised contract amount of \$591,129.90; and

WHEREAS, all work on such project has been completed by Gehring Construction & Ready Mix Co. of Columbus, Nebraska; and

WHEREAS, the project cannot be finalized until all grant monies have been accounted for, however the contractor has completed their portion of the work and payment is due them in the amount of \$43,438.48, which includes retainage of \$30,361.48; and

WHEREAS, the result of project payment is a total amount of \$620,306.70.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the final payment in the amount of \$43,438.48 to Gehring Construction & Ready Mix Co. of Columbus, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-9

#2013-383 - Approving Government Services Administration (GSA) Contract Purchase for One (1) Global Positioning System (GPS) for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: November 26, 2013

Subject: Approving Government Services Administration (GSA) Contract Purchase for One (1) Global Positioning System for the Wastewater Division of the Public Works Department

Item #'s: G-9

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

Background

The Wastewater Division of the Public Works Department budgeted \$32,000.00 (Account No. 53030054-85615) for a Global Positioning System (GPS) to be used in daily operations.

Discussion

The GPS system will enable staff to gather more accurate data of infrastructure location. This system will result in increased productivity and consistent data by reducing the amount of equipment and labor required to collect the same amount of data as conventional practices. The collection of very accurate satellite shots (latitude/longitude elevation) on the sanitary sewer manholes will allow optimization of the sanitary sewer collection system. Trimble equipment is the standard used by the City Utility Department and Engineering Division of the Public Works Department, as well as Hall County. This system will integrate well with the existing technology being used by our partners.

Seiler Instruments of Omaha, Nebraska is the current Government Services Administration (GSA) contract holder (#GS-07F-5588P) and has quoted this purchase at a total amount of \$31,779.67.

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 purchase of one (1) Global Positioning System through Seiler Instruments of Omaha, Nebraska in the amount of \$31,779.67.

Sample Motion

Move to approve the resolution.



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The new Trimble TSC3 Controller enables surveyors to integrate on-site photos in surveys, connect from the field and office and streamline their stakeout activities. All without sacrificing the simplicity, familiarity and reliability, that have made Trimble controllers the instrument of choice.

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The new Trimble TSC3 Controller

- Replaces cellular modem, camera, GPS, compass, etc. with a single integrated instrument.
- Automatically brings photos and GPS data into your workflow.
- Sends and receive data directly from the field.
- Improves speed, accuracy, simplicity, and efficiency.
- Unlocks the potential of Trimble Access Field Software.

Instead of juggling cellular modems and cameras—carry one internet-ready, professional grade piece of gear.



Integrated 3G/UMTS modem for constant internet connectivity and communication between field and office.

Built-in, five MP Autofocus camera with dual LED flash: Automatically geotags your shots and associates them with points so you never transfer images between devices again.



Select workflows for the work you do. Toggle off functions you don't need.

Standard keypad or QWERTY for faster data entry and fewer typos.



Internal GPS and compass: to navigate control points and perform coarse positioning.









RESOLUTION 2013-383

WHEREAS, the Wastewater Division of the Public Works Department of the City of Grand Island budgeted for one (1) Global Positioning System (GPS) in the 2013/2014 fiscal year; and

WHEREAS, said system, can be obtained from Seiler Instruments of Omaha, Nebraska (GSA Contract #GS-07F-5588P); and

WHEREAS, purchasing the system from Seiler Instruments meets all statutory bidding requirements; and

WHEREAS, the funding for such system 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 one (1) Global Positioning System in the amount of \$31,779.67 from Seiler Instruments of Omaha, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 22, 2013	▣ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-10

**#2013-384 - Approving State Bid Award for (1) 2014 Ford Taurus
for Fire Department**

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief
Meeting: November 26, 2013
Subject: Purchase of Staff Car
Item #'s: G-10
Presenter(s): Cory Schmidt, Fire Chief

Background

A 2002 Ford Explorer has been used by the Grand Island Fire Department for the past twelve years. The vehicle is used by department staff for daily operations and emergency response. Currently the vehicle has 80,085 miles and has started to experience miscellaneous maintenance issues.

City Council approved the purchase of a staff vehicle in the 2013-14 budget.

Discussion

The Grand Island Fire Department would like to replace the 2002 Ford Explorer with a 2014 Ford Taurus with Council approval. The 2014 is a State bid vehicle with the all-wheel drive option added. The option was requested due to the need for department staff to operate in any weather condition. The State bid price was \$18,124. The all-wheel drive option price was \$7,595. Total cost will be \$25,719. The State bid is contract number 13645 OC and is from Anderson Ford, Lincoln, Mercury, and Mazda of Lincoln, NE. The amount budgeted was \$28,000.

The Fire Department currently operates a similar Taurus and has experienced good fuel economy and dependability compared to the Explorer.

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 purchase of a 2014 Ford, Taurus utilizing State bid from Anderson Ford in Lincoln, NE for the amount of \$25,719.

Sample Motion

Move to approve the purchase of the 2014 Ford Taurus for use by the Grand Island Fire Department.

RESOLUTION 2013-384

WHEREAS, the City Council approved the replacement of a staff car for the fire department in the 2013-14 budget; and

WHEREAS, the 2002 Ford Explorer is due to be replaced; and

WHEREAS, a 2014 Ford Taurus sedan may be purchased on State bid from Anderson Ford of Lincoln, NE for the amount of \$25,719.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Grand Island Fire Department to purchase the 2014 Ford Taurus sedan for use by department staff from Anderson Ford of Lincoln utilizing State bid contract number 13645 OC for the amount of \$25,719.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 22, 2013	▣ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-11

**#2013-385 - Approving State Bid Award for (2) 2014 Ford F150 1/2
Ton Pickup for the Parks and Recreation Department**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 26, 2013

Subject: Bid Award for (2) Ford F-150 Pickups

Item #'s: G-11

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

Background

The Parks Division budgeted this year to replace two (2) pickups (1993 and 1995.) Two (2) new half-ton pickups will replace the older units. The replacement pickups are necessary as the current equipment is becoming less dependable. The new equipment will provide additional years of service and meet the requirements of the Park Maintenance Operation.



Discussion

The vehicle specifications awarded under State of Nebraska contract #13640 OC meets the requirements for the Parks Division. Anderson Ford of Lincoln, Nebraska submitted a bid with no exceptions in the amount of \$17,699.00 for vehicle #1 and \$18,418.00 for vehicle #2. The total purchase price for both vehicles is \$36,117.00. There are sufficient funds for this purchase in capital account 10044403.

Vehicle #1: \$17,699.00

2014 Ford F-150 ½ Ton
Engine: 3.7 L V6

Regular Cab
6.5' Box

2-Wheel Drive Pickup

***Vehicle #2: \$18,418.00**

2014 Ford F-150 ½ Ton
Engine: 5.0 L V8

Regular Cab
8' Box

2-Wheel Drive Pickup

*Vehicle #2 has a larger pulling and load capacity than vehicle #1.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the purchase of two (2) new 2014 F-150 pickups from Anderson Ford of Lincoln, Nebraska. The total purchase price is \$36,117.00.

Sample Motion

Move to approve the purchase of two (2) new 2014 F-150 pickups for the amount of \$36,117.00.

RESOLUTION 2013-385

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for two (2) vehicles in the 2013/2014 fiscal year; and

WHEREAS, said vehicles, two (2) 2014 Ford F-150 half-ton Pickups, can be obtained from the State Contract holder; and

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

WHEREAS, the funding for such vehicles 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 two (2) 2014 Ford F-150 half- ton Pickups in the total amount of \$36,117.00 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 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 22, 2013	▣ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-12

**#2013-386 - Approving Change Order #1 Precipitator, Bottom Ash,
Boiler Industrial Cleaning 2013/2014 Outage**

Staff Contact: Tim Luchsinger

Council Agenda Memo

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

Meeting Date: November 26, 2013

Subject: Change Order #1 - Precipitator, Bottom Ash and Boiler
Industrial Cleaning – Fall 2013 and Spring 2014 Outages

Item #'s: G-12

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

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components. Specifications were developed by the plant maintenance staff to include grit blasting of the electrostatic precipitator, bulk vacuuming of the associated ductwork and hoppers and high pressure water wash of the bottom ash system.

Specifications were prepared and bids received prior to the fall outage. Meylan Enterprises, Inc. was awarded the contract for the Fall 2013 and Spring 2014 outages. The award was made at the September 10, 2013 Council meeting in the amount of \$155,460.30. This contract cost breakdown is \$77,730.15 for the Fall 2013 and \$77,730.15 for the Spring 2014 outages.

Discussion

After shut down and cool down for the Fall 2013 outage, plant staff gained access to areas in the boiler, ash handling systems, and chimney, and found conditions that needed closer inspection. The only way to achieve much of this inspection is to clean the surfaces with high pressure wash and/or grit blasting, and remove the resulting waste material. Meylan Enterprises, Inc. was on-site with the large equipment needed to do the clean-up in a time frame to meet the outage schedule. The total cost of the additional repair work is

\$7,952.00 plus tax at 7% for a total Change Order of \$8,508.64, with a total Fall 2013 outage cost of \$86,238.79.

Alternatives

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

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

Recommendation

City Administration recommends authorizing Change Order #1 to the Precipitator, Bottom Ash and Boiler Industrial Cleaning-Fall 2013 and Spring 2014 Outages contract at Platte Generating Station with Meylan Enterprises, Inc. of Omaha, Nebraska, in the amount of \$86,238.79 for the Fall 2013 outage.

Sample Motion

Move to approve Change Order #1 to the contract with Meylan Enterprises, Inc. for the Precipitator, Bottom Ash and Boiler Industrial Cleaning-Fall 2013 and Spring 2014 Outages for a revised total contract amount for the Fall 2013 outage of \$86,238.79.

Precipitator, Bottom Ash and Boiler Industrial Cleaning-Fall 2013 and Spring 2014 Outages

Comments: This additional work was identified after the PGS fall outage began.

Contract: Fall 2013 Outage

\$77,730.15

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Vacuum Truck (12 hours at \$110)	\$1,320.00
002	Consumables (12 hours at \$30)	\$360.00
003	2 Foreman (32 hours at \$52)	\$1,664.00
004	Operator/Techs 6 (96 hours at \$48)	\$4,608.00
005		
006		
007		
008	Tax	\$ 556.64
009		
010		
011		
012		
013		
014		
015		\$7,952.00
017		
018		
019		
020		
021		
023		
024		
028		
029		
030		
	Total	\$8,508.64



Working Together for a
Better Tomorrow. Today.

Change Order #1

TO: Meylan Enterprises, Inc.
6225 S. 60th Street
Omaha, NE 68117
402-339-4880

PROJECT: Precipitator, Bottom Ash and Boiler Industrial Cleaning-Fall 2013 and Spring 2014 Outages

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

1 Additional payment per the attached spreadsheet.

ADD: \$8,508.64

The original Contract Sum	<u>\$77,730.15</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ 8,508.64</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 86,238.79</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: Meylan Enterprises, Inc.

By: _____

Date _____

RESOLUTION 2013-386

WHEREAS, Meylan Enterprises, Inc., of Omaha, Nebraska was awarded the contract for Precipitator, Bottom Ash, Boiler Industrial Cleaning, Fall 2013 and Spring 2014 at Platte Generating Station, at the September 10, 2013 City Council meeting; and

WHEREAS, the contract was awarded in the amount of \$155,460.30 with a cost breakdown of \$77,730.15 for the Fall 2013 and \$77,730.15 for the Spring 2014 outages; and

WHEREAS, staff found areas in the boiler, ash handling systems, and chimney that needed cleaning with high pressure wash/grit blasting first, in order to inspect and evaluate their condition; and

WHEREAS, Meylan Enterprises, Inc. was on-site with large equipment needed to clean these areas to allow inspection and stay within the outage schedule; and

WHEREAS, Change Order #1 was prepared for a contract adjustment of an additional \$8,508.64, resulting in a final contract amount of \$86,238.79 for the Fall 2013 outage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Meylan Enterprises, Inc., of Omaha, Nebraska, for the Precipitator, Bottom Ash, Boiler Industrial Cleaning for a revised total Fall 2013 contract amount of \$86,238.79 be approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-13

#2013-387 - Approving Southwest Power Pool Market Participation Agreement

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Asst. City Attorney/Purchasing

Meeting: November 26, 2013

Subject: Southwest Power Pool Market Participant Agreement

Item #'s: G-13

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Grand Island Electric Department recently began participation in the Southwest Power Pool (SPP) Energy Imbalance Service (EIS) market. This regional market is the current method that Nebraska utilities use to buy and sell power, and allows Grand Island to sell excess generation and purchase lower cost power when available. This market will be changing to the Integrated Market (IM) starting March 1, 2014.

Discussion

The City of Grand Island has completed several forms and the necessary credit information in order to become a Market Participant in the SPP IM. The attached agreement is needed to establish correct contact information and terms and conditions.

Alternatives

It appears that the Council that 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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends the SPP Market Participant Agreement be approved and signed to allow participation in the upcoming Integrated Market.

Sample Motion

Move to approve the SPP Market Participant Agreement to allow participation in the upcoming Integrated Market.

ATTACHMENT AH

MARKET PARTICIPANT SERVICE AGREEMENT BETWEEN SOUTHWEST POWER POOL, INC. AND CITY OF GRAND ISLAND

FORM OF SERVICE AGREEMENT FOR MARKET PARTICIPANTS IN THE INTEGRATED MARKETPLACE

1. This Service Agreement dated as of March 1, 2014 is entered into by and between Southwest Power Pool, Inc. (Transmission Provider) and City of Grand Island (Customer).
2. The Customer has submitted an application for participation in the Integrated Marketplace and desires to register as a Market Participant in accordance with the market application and asset registration procedures specified in the Market Protocols and has provided the information specified in Appendix 1 to this Service Agreement.
3. The Customer represents and warrants that it has met all applicable requirements set forth in the Transmission Provider's Tariff and has complied with all applicable procedures under the Tariff.
4. The Transmission Provider agrees to provide and the Customer agrees to take and pay for, or to supply to the Transmission Provider, any or all of the products defined in the Integrated Marketplace in accordance with the provisions of the Transmission Provider's Tariff and to satisfy all obligations under the terms and conditions of the Transmission Provider's Tariff, as may be amended from time-to-time, filed with the Commission.
5. The Transmission Provider and the Customer agree that this Service Agreement shall be subject to, and shall incorporate by reference, all of the terms and conditions of the Transmission Provider's Tariff.
6. It is understood that, in accordance with the Transmission Provider's Tariff, the Transmission Provider may amend the terms and conditions of this Service Agreement by notifying the Customer in writing and making the appropriate filing with the Commission.
7. The Customer represents and warrants that:

- (a) At any time it has registered one or more Resources that the Customer intends to offer for sale into the Energy and Operating Reserve Markets in accordance with procedures specified in the Market Protocols, the participation of its Resource(s) in the Energy and Operating Reserve Markets is not precluded under the laws or regulations of the relevant electric retail regulatory authority, including state-approved retail tariff(s), and it either (a) has on file with the Commission for each of such Resources market-based rate authority and/or other Commission-approved basis for setting prices in the Energy and Operating Reserve Markets, or (b) is exempt from the requirement to have rates for services on file with the Commission;
 - (b) This Service Agreement, or any Transaction entered into pursuant to the Service Agreement, as applicable, has been duly authorized;
 - (c) This Service Agreement is the legal, valid, and binding obligation of the Customer enforceable in accordance with its terms, except as it may be rendered unenforceable by reason of bankruptcy or other similar laws affecting creditors' rights, or general principles of equity.
8. The Customer warrants and covenants that, during the term of the Service Agreement, the Customer shall be in compliance with all federal, state, and local laws, rules, and regulations related to the Customer's performance under the agreement.
9. Service under this Service Agreement shall commence on the later of the date of execution of the Service Agreement, or such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate in accordance with Section 12 below.
10. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below:

Transmission Provider: Southwest Power Pool, Inc.
Tessie Kentner
201 Worthen Drive
Little Rock, AR 72223-4936
501-688-1782 Phone

tkentner@spp.org

Customer: **City of Grand Island**
Contact Name: **Travis Burdett**
Address: **700 E. Bischeld St.**
City, State Zip: **Grand Island, NE 68801**
Phone Number: **(308) 385-5466**
Email: **tburdett@grand-island.com**

11. Cancellation Rights:

If the Commission or any regulatory agency having authority over this Service Agreement determines that any part of this Service Agreement must be changed, the Transmission Provider shall offer to the Customer within fifteen (15) days of such determination an amended Service Agreement reflecting such changes. In the event that the Customer does not execute such an amendment within thirty (30) days, or longer if the Parties mutually agree to an extension, after the Commission's action, this Service Agreement and the amended Service Agreement shall be void.

12. Termination:

- (a) The Customer may terminate service under this Service Agreement no earlier than ninety (90) days after providing the Transmission Provider with written notice of the Customer's intention to terminate. The Customer's provision of notice to terminate service under this Service Agreement shall not relieve the Customer of its obligation to pay any rates, charges, or fees due under this Service Agreement, and which are owed as of the date of termination.
- (b) The Transmission Provider may terminate service under this Service Agreement if the Customer is in default, such default condition as defined under Section 8.1 of the SPP Credit Policy, in accordance with the procedures specified under Section 7.4 of the Transmission Provider's Tariff or Section 10.5 of Attachment AE to the Transmission Provider's Tariff, as applicable.

13. The Customer hereby appoints the Transmission Provider as its agent for the limited purpose of effectively transacting on the Customer's behalf in accordance with the terms and conditions of the Transmission Provider's Tariff. The Customer agrees to pay all amounts due and chargeable to the Customer and the Transmission Provider agrees to pay all amounts creditable to the Customer in accordance with the terms of the Transmission Provider's Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____

Printed Name: _____

Title: _____

Dated: _____

Customer:

By: _____

Printed Name: _____

Title: _____

Dated: _____

Appendix 1 to Attachment AH

MARKET PARTICIPANT INFORMATION:

Requested Change Type ¹ (Add, Modify, Terminate)	Market Participant Name ²	Market Participant Acronym ³ (4 characters)	Registered in EIR? ⁴ (yes/no)	Credit Customer Name ⁵
ADD	City of Grand Island	GRIS	Yes	City of Grand Island

ASSET OWNER AND TC INFORMATION:

Requested Change Type ¹ (Add, Modify, Terminate)	Asset Owner Name ⁶	Asset Owner Acronym ⁷ (4 characters)	Registered in EIR? ⁸ (yes/no)	Resource Owner ⁹ (yes/no)	Load Serving Entity ¹⁰ (yes/no)
ADD	City of Grand Island	GRIS	Yes	Yes	Yes

TRANSMISSION CUSTOMER TO ASSET OWNER RELATIONSHIPS:

Requested Change Type ¹ (Add, Modify, Terminate)	Transmission Customer (TC) Acronym ¹¹ (4 characters)	Asset Owner Acronym ⁷ (4 characters)
ADD	GRIS	GRIS

METER AGENT INFORMATION:

Requested Change Type ¹ (Add, Modify, Terminate)	Meter Agent Name ¹²	Meter Agent Acronym ¹³ (4 characters)	Registered in EIR? ¹⁴ (yes/no)

CONTACT INFORMATION:

Contact Last Name	Contact First Name	Contact Type ¹⁵ (A,B,C)	Phone Number (nnn) nnn-nnnn	Email Address

PROPOSED EFFECTIVE DATE¹⁶: March 1, 2014

- 1 **Requested Change Type** – Indication of the type of change for each record. For adding an entity or relationship this will be Add. To terminate an entity or relationship from the Integrated Marketplace, enter Terminate. For requesting a modification or name change of an entity, enter Modify. When requesting a name change to an entity, enter the existing name followed by a forward slash “/” and then the new name.
- 2 **Market Participant Name** - Full name of the Market Participant.
- 3 **Market Participant Acronym** - The NAESB Electric Industry Registry (“EIR”) acronym that will be used for the Market Participant. If the entity is not registered in the EIR, the acronym should conform to the EIR format of no more than four (4) alpha numeric characters. Any acronym for an entity that is not registered in EIR must also be unique from any abbreviation that is registered in EIR by another party.
- 4 **Registered in EIR** – Enter “yes” if the entity is registered at EIR.
- 5 **Credit Customer Name** - The name of the entity that will be providing secured and unsecured credit for the Market Participant's activities in the Integrated Marketplace in accordance with Attachment X of this Tariff.
- 6 **Asset Owner Name** - The name of the Asset Owner that is represented by the Market Participant. 7 **Asset Owner Acronym** - The Asset Owner acronym abbreviation that will be used for this Asset Owner will be the same as the acronym in the EIR if the entity is registered in the EIR. If the entity is not registered in the EIR, the abbreviated name should conform to the EIR format of no more than four (4) alpha numeric characters. Any abbreviation for an entity not registered in the EIR must also be unique from any abbreviation that is registered in the EIR by another party.
- 8 **Registered in EIR?** - This field is used to identify if the entity is registered at EIR. For Asset Owners not registered at EIR, the Transmission Provider will validate the acronym used is not registered at EIR by another party currently. To ensure uniqueness against EIR

in the future, the Transmission Provider will also append “_X” to the Asset Owner Acronym supplied for those that are not registered.

- 9 **Resource Owner** - This is a Yes or No answer indicating whether or not the Asset Owner is a Resource owner and will be registering Resources to participate in the Energy and Operating Reserves Market.
- 10 **Load Serving Entity** - This is a Yes or No answer indicating whether or not the Asset Owner is a Load Serving Entity and will be registering Load Assets to be supplied in the Energy and Operating Reserves Market.
- 11 **Transmission Customer (TC) Acronym** – The acronym of the Transmission Customer that is associated with the given Asset Owner, if applicable. This includes Transmission Customers that may have the same Registered Acronym as the Asset Owner.
- 12 **Meter Agent Name** - Any Market Participant with load and/or Resources will either be a Meter Agent or have a relationship with at least one Meter Agent (MA). Identify the Meter Agent(s) registered with the Transmission Provider that will be responsible for the acquisition of end-use meter data, aggregation of meter data, application of data to Settlement Intervals, and transfer of meter data to the Transmission Provider on behalf of this Market Participant. This entity can be a traditional utility entity or other competitive entity. Show the Meter Agent as the Entity’s name as it is registered on the Meter Agent Agreement form in Attachment AM of the SPP Tariff.
- 13 **Meter Agent Acronym** - The applicable abbreviation that will be used for this Meter Agent which agrees with EIR if the Entity is registered in the EIR. If the entity is not registered in the EIR, the abbreviated name should conform to the EIR format of no more than four (4) alpha numeric characters. Any abbreviation for an entity not registered in EIR must be unique from any abbreviation that is registered in TSIN by another party.

- 14 **Registered in EIR** - This field is used to identify if the entity is registered at EIR. For Meter Agents not registered at EIR, the Transmission Provider will validate the acronym used is not registered at EIR by another party currently. To ensure uniqueness against EIR in the future, the Transmission Provider will also append “_X” to the MA Acronym supplied for those that are not registered.
- 15 **Contact Type** - Specific points of contact for each Market Participant for questions regarding the Network and Commercial Models as well as a Primary Market Operations contact for the Market Participant.
- Type A** - Primary Market Operations and Commercial Model Point of Contact - required
- Type B** - EMS and ICCP contacts - required for MPs with physical assets.
- Type C** - Secondary Market Operations Contacts - optional.
- 16 **Proposed Effective Date:** The date on which the Market Participant would like these changes to be effective in the Transmission Provider’s models and systems.

RESOLUTION 2013-387

WHEREAS, in 2009, all large Nebraska utilities including Nebraska Public Power District, Omaha Public Power District and Lincoln Electric Systems officially joined Southwest Power Pool (SPP); and

WHEREAS, SPP is a regional transmission operator that allows participants to buy and sell power directly into the market; and

WHEREAS, SPP plans to deploy a new Integrated Market starting March 1, 2014 that will require utilities to provide next day forecasting and pricing information in an effort to utilize the lowest cost energy for load; and

WHEREAS, with the onset of the integrated market, SPP will serve Grand Island's load requirements and dispatch its generating units as required to provide for the system's demand; and

WHEREAS, the City of Grand Island has completed several forms and necessary credit information in order to become a Market Participant in the SPP IM; and

WHEREAS, an agreement is needed to establish correct contact information and terms and conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the SPP Market Participant Agreement be approved and signed to allow participation in the upcoming Integrated Market.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item G-14

#2013-388 - Approving Bid Award for Water System - Well Field Control Modifications

Staff Contact: Tim Luchsinger

Council Agenda Memo

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

Meeting Date: November 26, 2013

Subject: Water System - Well Field Control Modifications

Item #'s: G-14

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

Background

The City's municipal water system is supplied primarily from its Platte River Well Field, comprised of 21 wells and a pumping station. Testing for State regulatory requirements indicated composite uranium levels approaching the Maximum Containment Level (MCL) established by the EPA. Testing of individual wells for uranium indicated most wells exceed this MCL and additional piping was installed for blending with lower uranium concentration wells. Recent testing of uranium concentrations in the wells indicated a trend towards increasing levels, reducing the effectiveness of well blending to reduce overall levels, therefore, based on Department recommendations, the Utilities Department was authorized by Council on February 22, 2011, to proceed with the procurement and installation of the large-scale pilot uranium removal system.

The uranium removal system became operational in 2012. The system currently has differential pressure signals for four (4) vessel and strainers that go to the local control PLC for system operation. A second PLC is used to send flow signals to the water system control system (SCADA). To allow for the remote monitoring and operation of the system, the differential pressure signals need to be sent to the SCADA PLC, so they can be seen at the control room at the Burdick Station.

The existing communication system uses radio links from the Wellfield and Rogers pumping station to Platte Generating Station and then a two way fiber link to Burdick Station, which is also used for business communication. To increase security, the SCADA communications need to be split to a dedicated single fiber link. This project will add the differential pressure signals and also evaluate the current system and develop a plan to split the networks to maintain security and dependability of the City water system.

Discussion

The specifications for the Water System-Wellfield Control Modifications were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on November 12, 2013. Specifications were sent to four potential bidders and responses were received as listed below. The engineer's estimate for this project was \$45,000.00.

Bidder	Bid Price
Huffman Engineering, Inc., Lincoln, NE	\$ 43,121.00

The bid was reviewed by plant engineering staff and exceptions were noted. These exceptions were reviewed with the vendor and resolved. The bid was otherwise found compliant with the specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Water System-Wellfield Control Modifications to Huffman Engineering, Inc., of Lincoln, Nebraska, as the low responsive bidder, in the amount of \$43,121.00.

Sample Motion

Move to approve the bid from Huffman Engineering, Inc., for the Water System-Wellfield Control Modifications in the amount of \$43,121.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 12, 2013 at 2:00 p.m.
FOR: Water System – Wellfield Control Modifications
DEPARTMENT: Utilities
ESTIMATE: \$45,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: October 25, 2013
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Huffman Engineering, Inc.
Lincoln, NE
Bid Security: Developers Surety & Indemnity Co.
Exceptions: Noted

Bid Price:
Material: \$ 5,029.00
Integration: \$11,342.00
Evaluation: \$26,750.00
Total Bid: \$43,121.00

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Lynn Mayhew, Assist. Utilities Director

P1687

RESOLUTION 2013-388

WHEREAS, the City of Grand Island invited sealed bids for Water System Well Field Control Modifications according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 12, 2013, a bid was received, opened and reviewed; and

WHEREAS, Huffman Engineering, Inc. of Lincoln, NE, was the sole bidder submitting a bid in accordance with the terms of the advertisement of bid and plans and specifications and all other statutory requirements contained therein, after exceptions were noted and resolved, such proposal being in the amount of \$43,121.00, and less than the engineer's estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Huffman Engineering, Inc. in the amount of \$43,121.00, for Water System Well Field Control Modifications, is hereby approved as the lowest responsible proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 22, 2013	▣ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item I-1

#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

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: I-1

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 13th 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.

The public hearing for this item was held on November 12, 2013. Ron Depue, council for the applicant requested that the City Council refer action on this item to the November 26th meeting as there were only 6 Council members at the November 12 meeting. Council referred this item to the November 26th meeting.

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.

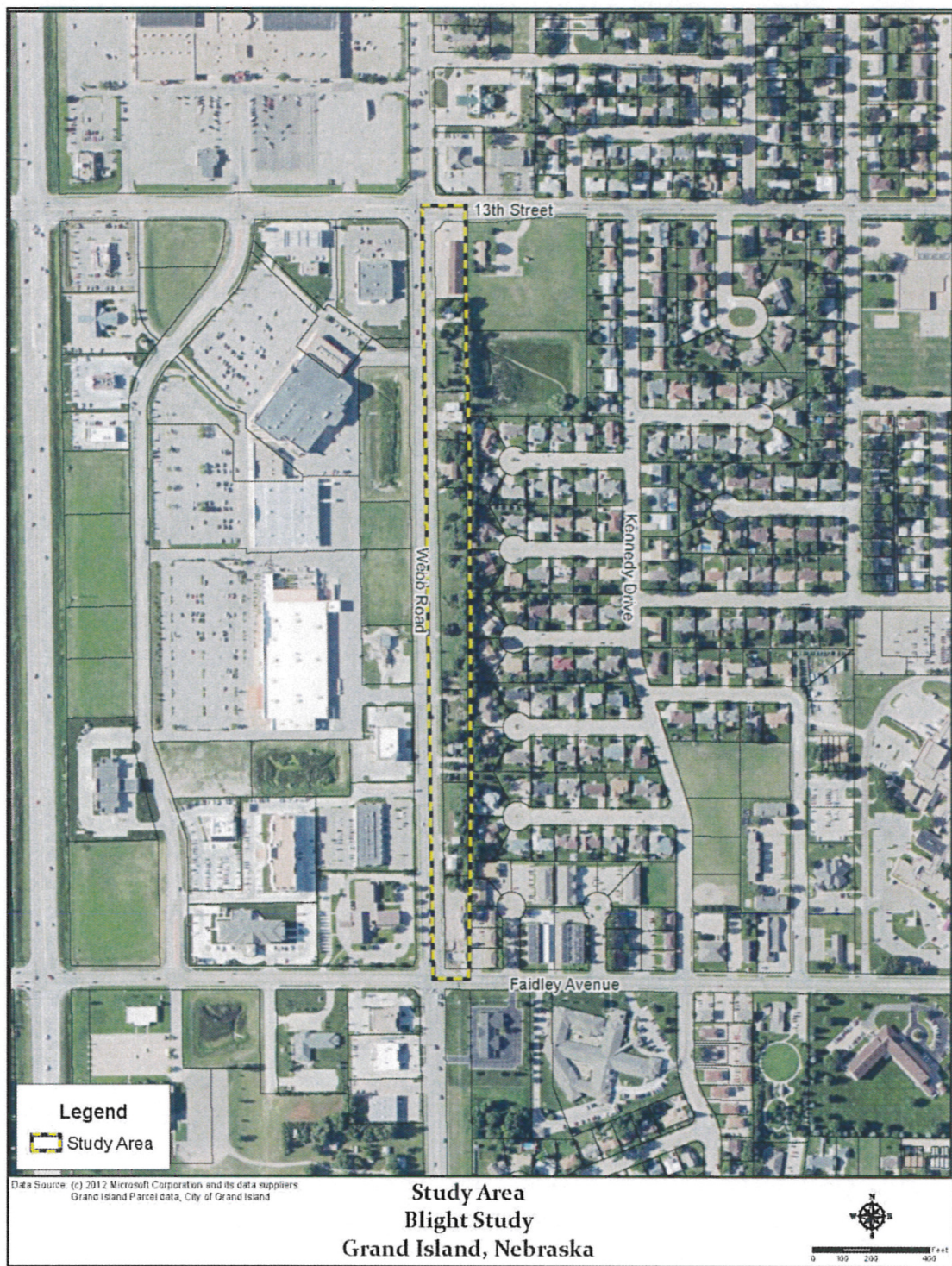


Figure 1 Redevelopment Area 14 includes all properties within the hatched area.

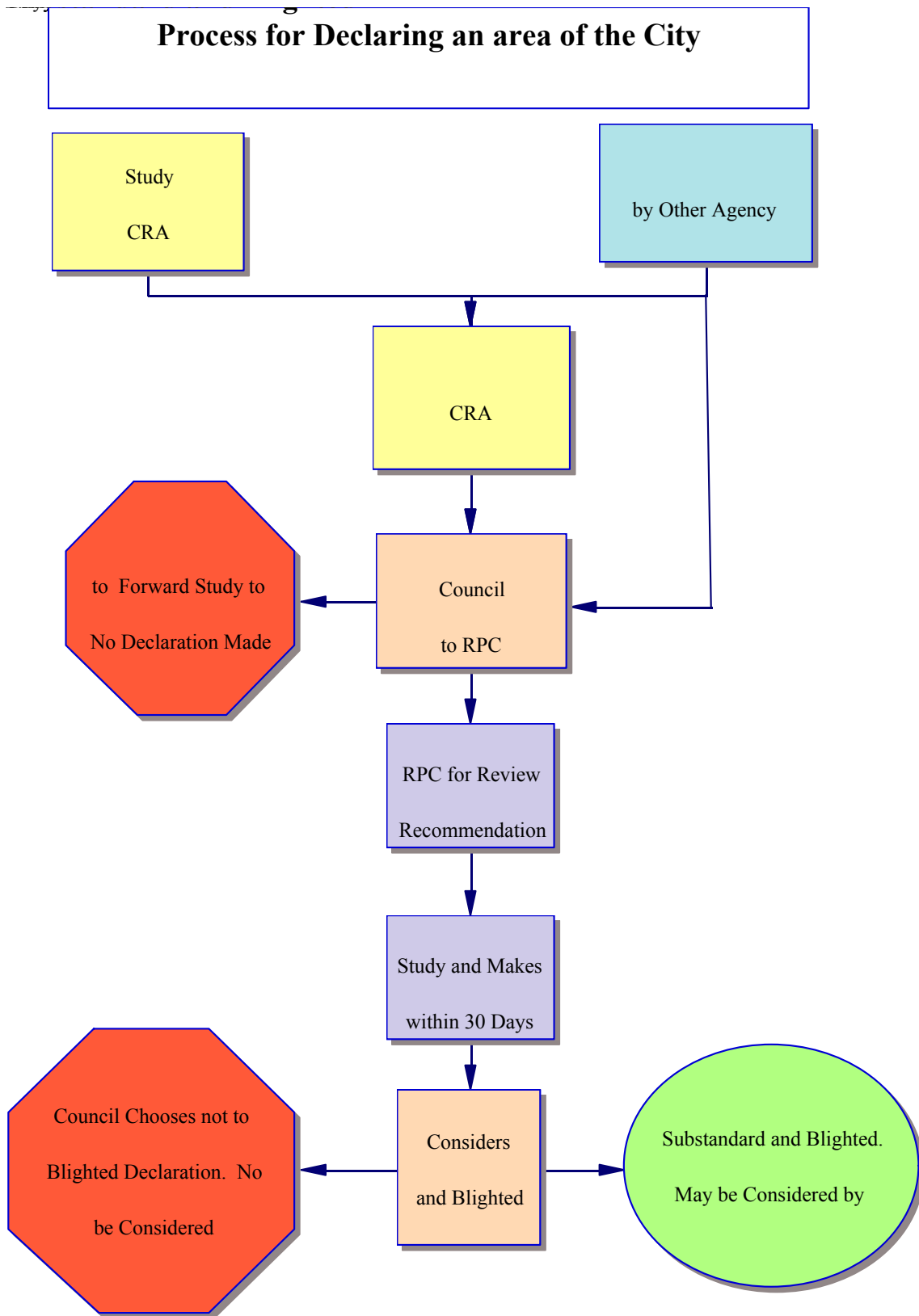


Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

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 13th 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.

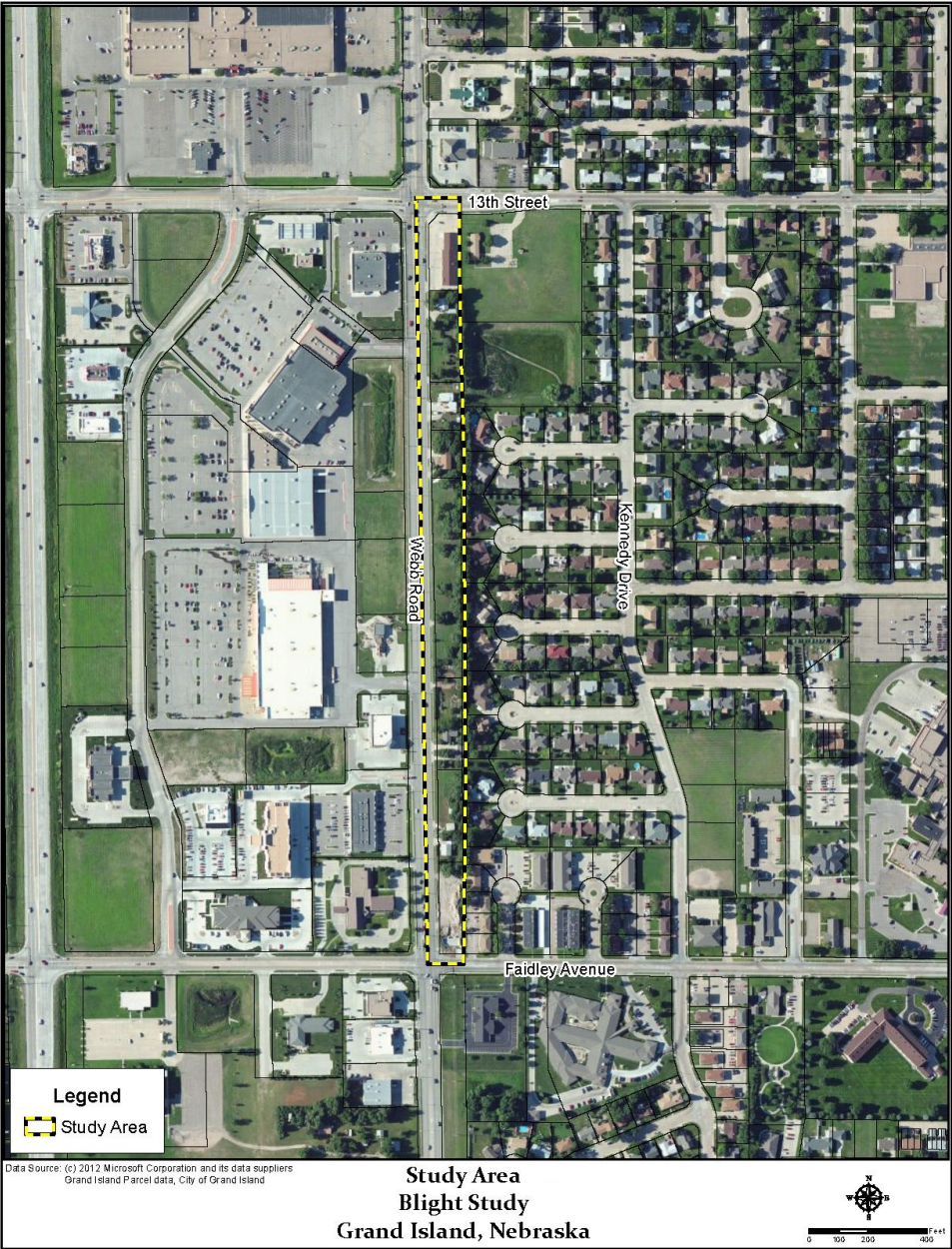
Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand 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. 13TH STREET; THENCE EASTERLY ALONG SAID CENTERLINE OF W. 13TH 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%
Total Area	6.82		100.0%

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

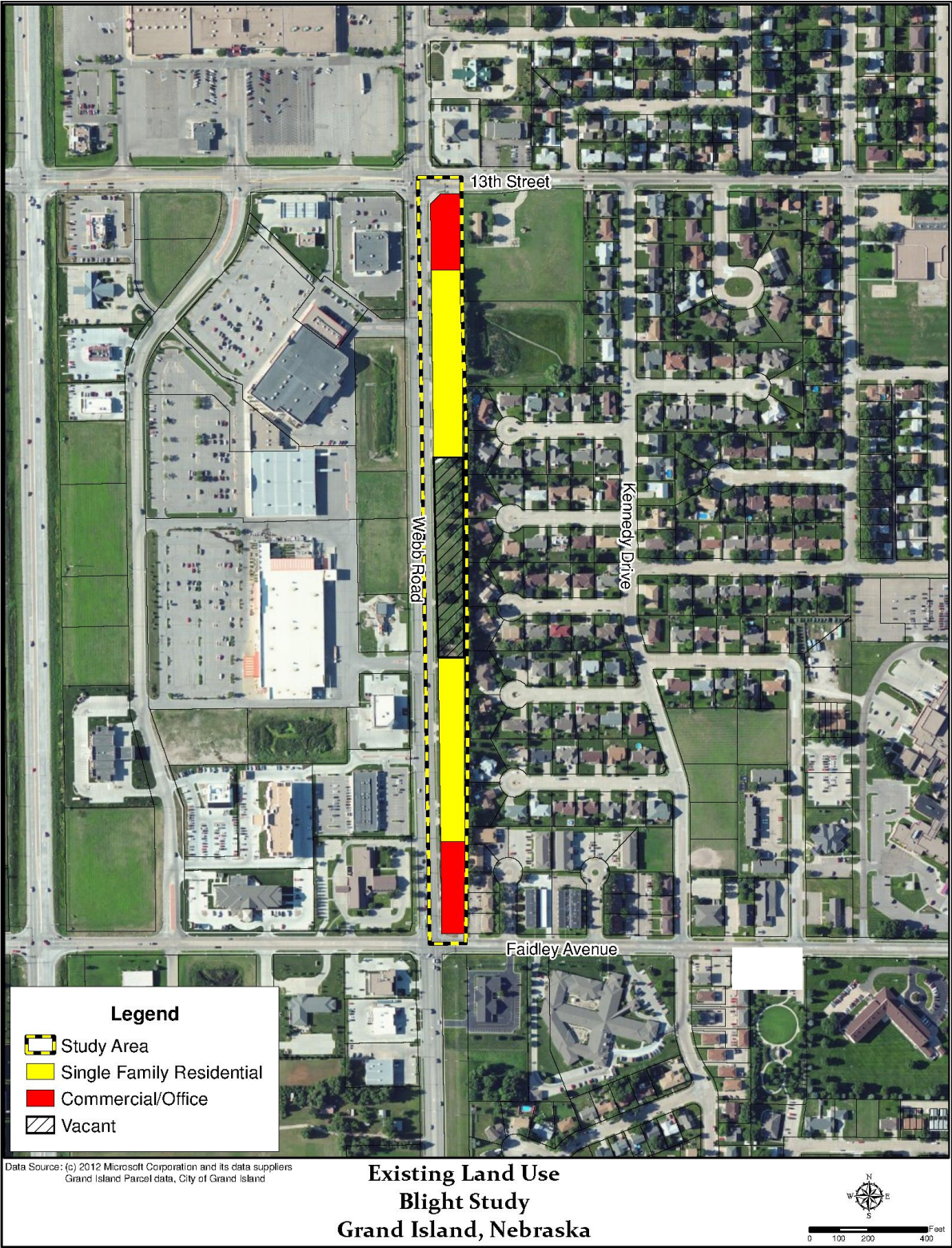
Figure 2

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:

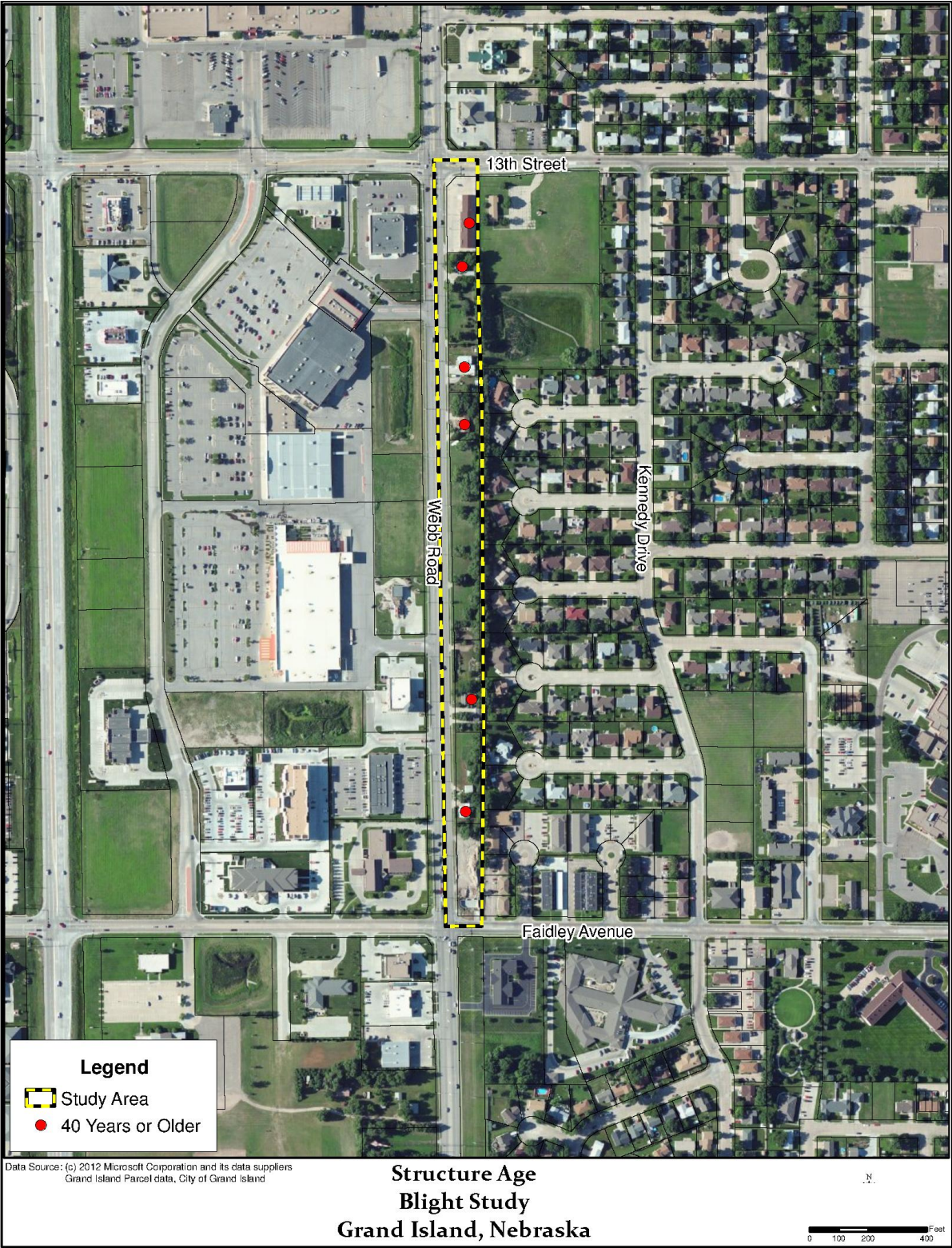
- 243 (9.8%) lineal feet of adequate sidewalk
- 2,242 (90.2%) lineal feet of deteriorating sidewalk
- 0 (0.00%) lineal feet of no sidewalk.
- There was no sidewalk deemed to be dilapidated.

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.

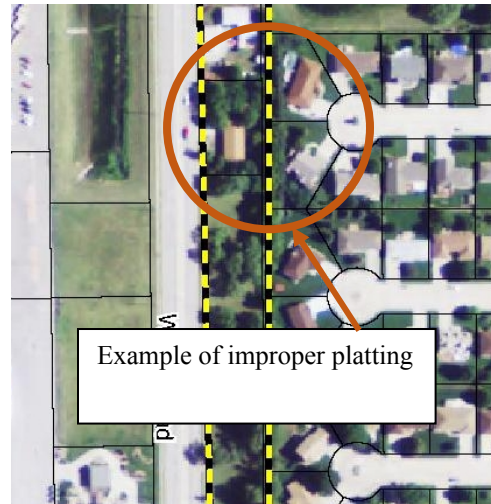


Improper Platting or Obsolete Platting

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

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 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 a 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 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2013	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item I-2

**#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 26, 2013

Subject: Consideration of Approving Settlement Offer in *Kortum v. City of Grand Island*

Item #'s: I-2

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.

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 26, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 22, 2013	▣ City Attorney



City of Grand Island

Tuesday, November 26, 2013

Council Session

Item J-1

Approving Payment of Claims for the Period of November 13, 2013 through November 26, 2013

The Claims for the period of November 13, 2013 through November 26, 2013 for a total amount of \$6,120,486.66. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director