
City of Grand Island



Tuesday, February 11, 2014
Council Session Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Kent Mann
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Mark Stelk

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 - Reverend Theresa Mason, Trinity United Methodist Church, 511 North Elm 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, February 11, 2014

Council Session

Item C-1

Proclamation “Fur' tastic Day” February 15, 2014

The purpose of the Central Nebraska Humane Society is to provide shelter to lost and homeless animals, to educate the community about the humane care and treatment of all animals, to advocate animal welfare, and to further the bond between people and animals. Saturday, February 15, 2014 the Central Nebraska Humane Society will celebrate their annual "Fur Ball" fund raiser. The Mayor has proclaimed Saturday, February 15, 2014 as "Fur' tastic Day". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

WHEREAS, the Central Nebraska Humane Society provides shelter to lost and homeless animals, educates the community about the humane care and treatment of all animals, and advocates for animal welfare; and

WHEREAS, we recognize that instilling attitudes of kindness, consideration, and respect for all living things through humane education in the schools and the community helps provide the basic values on which a humane and civilized society is built; and

WHEREAS, the people of Grand Island are indebted to their animal care and control agencies for their invaluable contribution in caring for lost and unwanted animals, and in promoting a true working spirit of kindness and consideration for animals in the hearts and minds of all people; and

WHEREAS, the City of Grand Island, the City of Kindness, invests \$360,000.00 a year in devotion of invaluable services so important to people in our community and a continued sign that love, safety, comfort and care is a standard in our community and that volunteers and philanthropy and good deeds, are A OK; and

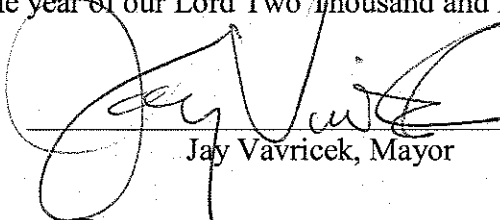
WHEREAS, the Central Nebraska Humane Society will celebrate their annual "Fur Ball" on Saturday, February 15, 2014 at Riverside Golf Club, where proceeds benefit the Central Nebraska Humane Society to positively impact the lives of animals in our community.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim Saturday, February 15, 2014 as

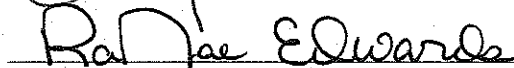
"Fur' tastic Day"

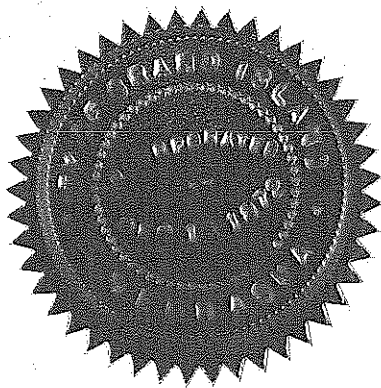
a day all of God's creatures will appreciate and love once again.

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


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, February 11, 2014

Council Session

Item E-1

Public Hearing on Request from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite 4 for a Change of Location for Class “C-88739” Liquor License to 3333 Ramada Road

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: February 11, 2014

Subject: Public Hearing on Request from Full Circle Venue LLC dba 1010 Diers Avenue, Suite 4 for a Change of Location for Class “C-88739” Liquor License to 3333 Ramada Road

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

Presenter(s): RaNae Edwards, City Clerk

Background

Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite 4 has submitted an application for a Change of Location for their Class “C-88739” Liquor License to 3333 Ramada Road.

In June 2012, Denny’s requested and received a liquor license which did not include the Convention Center area. Starting in December 2012 we began receiving requests for Special Designated Liquor (SDL) Licenses for the Convention area. We approved four SDLs in a two month period and began discussions with the owner and applicants that the intent of the Liquor Control Commission was not to use SDLs in place of a permanent license.

Numerous discussions were held with the owner regarding building and fire code requirements.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. Attached is the Police Department’s background investigation and recommendation along with a map of the Convention Center area to be covered by this request.

Approval was given by the City Council on May 9, 2013 to Denny’s for a Liquor License for the area of the Convention Center pending code compliance, which was never

attained and subsequently has been withdrawn. The new application is requesting the same location.

Alternatives

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

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

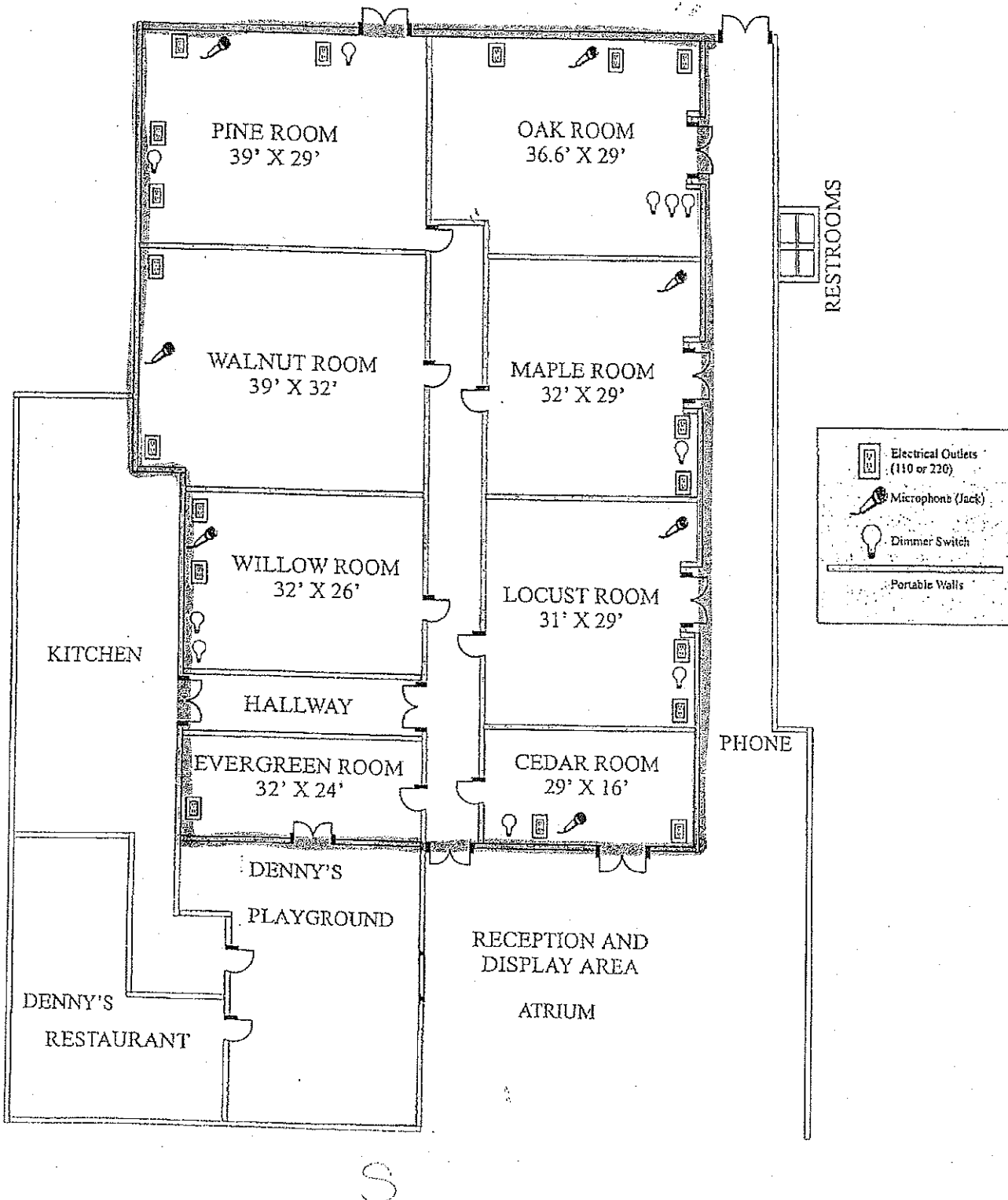
Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City staff recommends that the Council **deny** this request or any additional liquor licensing of this facility until such a time that the City receives a written commitment of their intent to bring the building into Fire & Life Safety codes.

Sample Motion

Move to **deny** the application for a change of location requested by Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite 4 to 3333 Ramada Road for the Class "C-88739" Liquor License based on the above findings.

Convention Facilities



02/04/14
09:50

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 15:37:59 02/03/2014
Occurred before : 15:37:59 02/03/2014
When reported : 15:37:59 02/03/2014
Date disposition declared : 02/03/2014
Incident number : L14020259
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 3333 Ramada Rd
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 14250
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident
= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	56540	02/03/14	Williams, Misti A	Owner
NM	64076	02/03/14	Williams, Casey J	Owner
NM	69835	02/03/14	Howard Johnson Riverside Inn,	Establishment
NM	156454	02/03/14	Full Circle Venue,	Establishment

LAW INCIDENT CIRCUMSTANCES:

Se Circu	Circumstance code	Miscellaneous
1	LT14	LT14 Hotel/Motel/Etc.

LAW INCIDENT NARRATIVE:

Full Circle Venue is Requesting a Change of Location for Their Liquor License.

LAW INCIDENT OFFENSES DETAIL:

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

1 AOFF AOFF Alcohol Offense 0.00

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date

1 Vitera D 15:58:29 02/03/2014

318

Grand Island Police Department
Supplemental Report

Date, Time: Mon Feb 03 15:58:40 CST 2014
Reporting Officer: Vitera
Unit- CID

Full Circle Venue is trying to change the location of their liquor license from 1010 N. Diers Ave. Suite 4 to 3333 Ramada Road. I did the original investigation when Full Circle Venue received its license over three and one half years ago. Since then, we have had very few problems with Full Circle Venue.

I did a quick check on the owners (Misti and Casey Williams) to see if their criminal history had significantly changed. I looked up Misti and Casey in Spillman and NCJIS. Casey had nothing new in NCJIS. Misti had an alcohol sale to a minor on 12/9/11. They each had a couple of new entries in Spillman but nothing too damaging to their liquor license.

It is my understanding that the Fire Department and the Building Department have serious concerns about the building located at 3333 Ramada Road and have been trying to work with the manager and owner of the building to address their concerns. SDL requests have recently been denied due to their safety concerns. Since the SDL's have been denied, a permanent license is also out of the question until the safety issues are resolved.

In summary, from strictly a law enforcement perspective that is concerned with criminal activity of the owners/applicants of Full Circle Venue and the business itself, the Grand Island Police Department would normally not object to this change of location due to the lack of such activity. However, knowing that the Fire Department and the Building Department will not approve of a liquor license at this location until corrective action is taken or at least planned, the Police Department will acknowledge their concerns and yield to their position and not give a positive recommendation until one is given by them.



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item E-2

**Public Hearing on Acquisition of Public Right-of-Way in Section
24, Township 11 North, Range 10 (Little B's Corporation)**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 11, 2014

Subject: Public Hearing on Acquisition of Public Right-of-Way in Section 24, Township 11 North, Range 10 (Little B's Corporation)

Item #'s: E-2 & G-8

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

Background

Street Improvement District No. 1261; Westgate Road – North Road East to Paved Section of Westgate Road, was created by the City Council on April 23, 2013. In order for this district to be constructed the City needs to acquire public right-of-way, as shown on the attached sketch.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

Engineering staff of the Public Works Department have negotiated with the property owner to purchase the necessary right-of-way to construct property drainage for Street Improvement District No. 1261. This public right-of-way will allow for improved drainage by connecting the initial phase of the Moores Creek Drainway to the Westgate Industrial Park Road area.

Alternatives

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

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

Recommendation

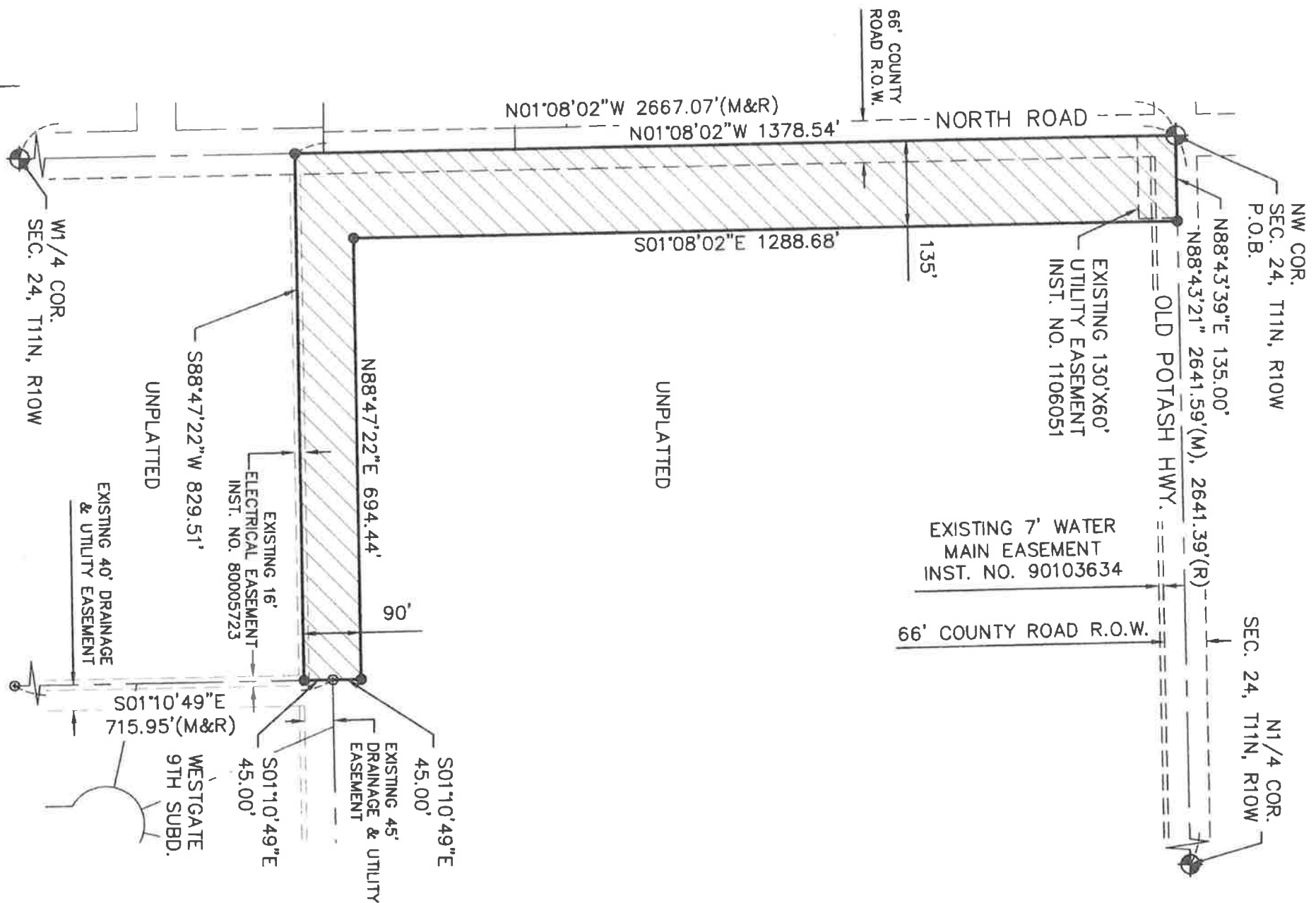
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way.

Sample Motion

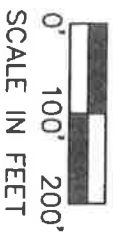
Move to conduct a Public Hearing and approve the acquisition of the public right-of-way.

SURVEY RECORD

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



- LEGEND**
- ⊙ FOUND PROPERTY CORNER
 - ⊙ SET PROPERTY CORNER
 - ⊙ SECTION CORNER
 - (M) MEASURED DISTANCE
 - (R) RECORDED DISTANCE



SHEET 1 OF 2

DWG: F:\projects\013-2010_PBIN\Final_Plot\0132010_ROW-DITCH.dwg USER: zloomis
 DATE: Nov 27, 2013 11:46am XREFS: 0132010-ROW

OLSSON
 ASSOCIATES

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

SURVEY RECORD
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF AN UNPLATTED TRACT LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 10 WEST OF 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW1/4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N88°43'39"E ALONG THE NORTH LINE OF SAID NW1/4 A DISTANCE OF 135.00 FEET; THENCE S01°08'02"E A DISTANCE OF 1288.68 FEET; THENCE N88°47'22"E A DISTANCE OF 694.44 FEET; THENCE S01°10'49"E A DISTANCE OF 45.00 FEET TO THE NORTHWEST CORNER OF WESTGATE NINTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S01°10'49"E ALONG A WESTERLY LINE OF SAID WESTGATE NINTH SUBDIVISION A DISTANCE OF 45.00 FEET; THENCE S88°47'22"W A DISTANCE OF 829.51 FEET TO A POINT ON THE WEST LINE OF SAID NW1/4; THENCE N01°08'02"W ALONG SAID WEST LINE A DISTANCE OF 1378.54 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 248.616 SQUARE FEET OR 5.71 ACRES MORE OR LESS OF WHICH 48.859 SQUARE FEET OR 1.12 ACRES MORE OR LESS ARE EXISTING COUNTY ROAD RIGHT-OF-WAY.



JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

November 27th, 2013
DATE

SECTION CORNER TIES

N1/4 COR. SEC. 24, T11N, R10W

FOUND ALUMINUM CAP

42.71' SSE TO 'X' NAILS IN POWER POLE

46.54' SE TO HYDRANT OPERATING NUT

42.12' NNW TO 'X' NAILS IN WOOD POST

32.49' N TO NAIL IN POWER POLE

NW COR. SEC. 24, T11N, R10W

FOUND ALUMINUM CAP

45.80' NW TO MAG NAIL W/WASHER IN FENCE POST

53.88' TO MAG NAIL W/WASHER IN GUY POLE

69.57' TO HYDRANT OPERATING NUT

51.76' TO MAG NAIL W/WASHER IN POWER POLE

W1/4 COR. SEC. 24, T11N, R10W

FOUND ALUMINUM CAP

39.98' E TO FOUND 1/2" PIPE

32.62' W TO HYDRANT OPERATING NUT

39.96' W TO FOUND 1/2" PIPE W/PLASTIC CAP

34.06' E TO RED HEAD IN TOP OF WOOD POST

40.31' W TO MAG NAIL IN FENCE POST

SHEET 2 OF 2

DWG: F:\projects\013-2010_PBIN\Final_Plot\0132010_ROW-DITCH.dwg
DATE: Nov 27, 2013 11:46am XREFS: 0132010-ROW USER: zloomis

OLSSON
ASSOCIATES

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



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easements in Copper Creek Estates 3rd Subdivision (The Guarantee Group, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 11, 2014

Subject: Public Hearing on Acquisition of Utility Easements in Copper Creek Estates 3rd Subdivision (The Guarantee Group, LLC)

Item #'s: E-3 & G-9

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A utility easement needs to be relocated in the Copper Creek Estates 3rd Subdivision to accommodate replatting. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of utilities within the easement.

Discussion

To allow for replatting of lots within the Copper Creek Estates 3rd Subdivision the developer has requested to relocate an existing easement. The vacation of the existing easement is being presented at tonight's meeting also. The attached sketch details where these easements will be located.

Alternatives

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

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

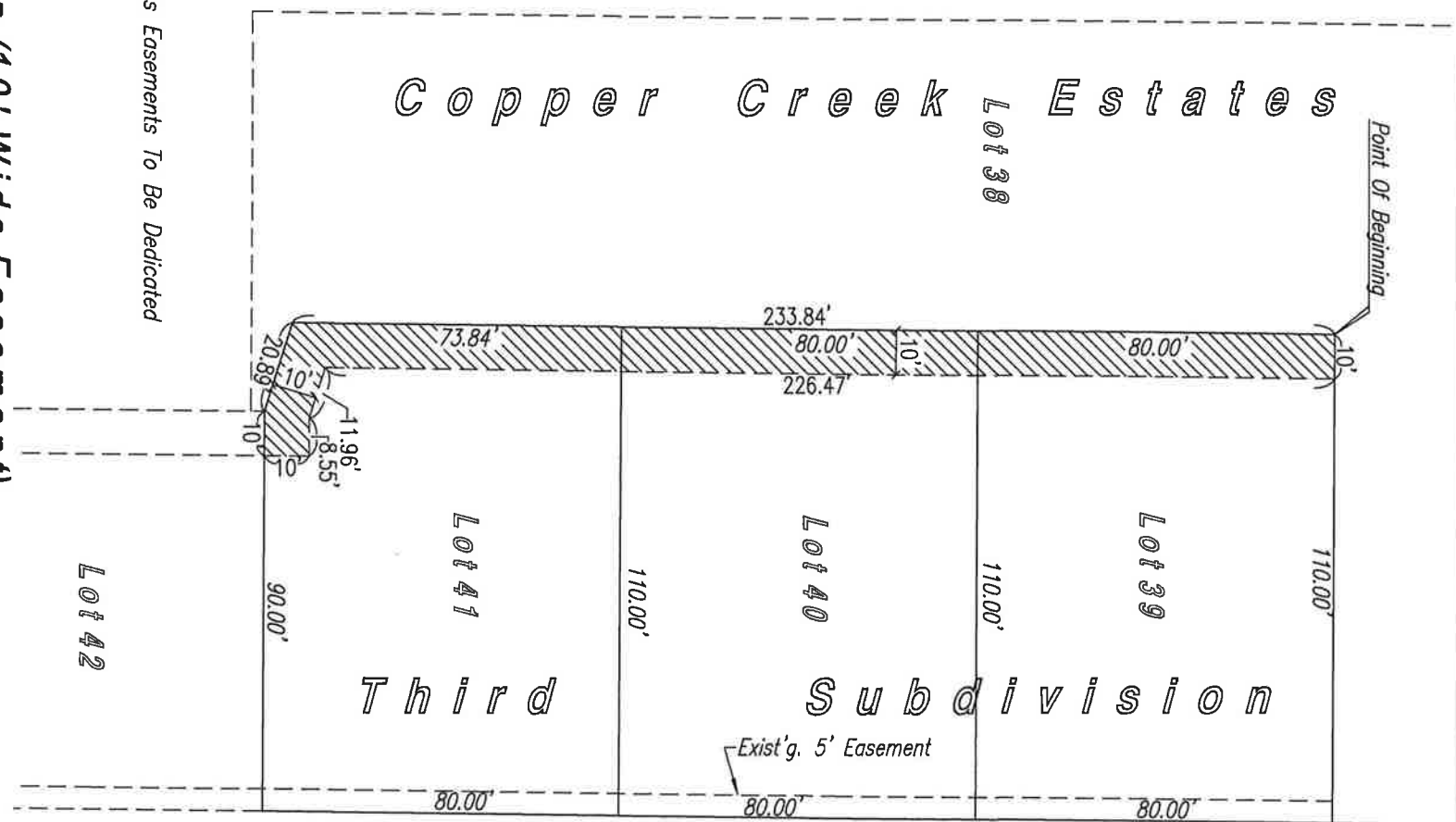
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Easements.

Sample Motion

Move to approve the acquisition of the Easements.

Pt. NW1/4, Sec. 23, T11N - R10W
Unplatted



LEGEND
 [Hatched Box] - Indicates Easements To Be Dedicated

Description (10' Wide Easement)

A tract of land comprising a part of Lots Thirty Nine (39), Forty (40) and Forty One (41), Copper Creek Estates Third Subdivision, in the City of Grand Island, Nebraska and more particularly described as follows:

Beginning at the northwest corner of said Lot Thirty Nine (39); thence running easterly on the north line of said Lot Thirty Nine (39), a distance of Ten (10.00) feet; thence running southerly parallel with and Ten (10.00) feet east of the west line of said Lots Thirty Nine (39), Forty (40) and Forty One (41), a distance of Two Hundred Twenty Six and Forty Seven Hundredths (226.47) feet; thence running southeasterly parallel with and Ten (10.00) feet northeasterly from the southwesterly line of said Lot Forty One (41), a distance of Eleven and Ninety Six Hundredths (11.96) feet; thence running easterly parallel with the southerly line of said Lot Forty One (41), a distance of Eight and Fifty Five Hundredths (8.55) feet; thence running southerly parallel with the west line of said Lot Forty One (41), a distance of Ten (10.00) feet, to a point on the southerly line of said Lot Forty One (41); thence running westerly on the south line of said Lot Forty One (41), a distance of Ten (10.00) feet; to the northwest corner of Lot Forty Two (42), Copper Creek Estates Third Subdivision; thence running northwesterly on the southwesterly line of said Lot Forty One (41), a distance of Twenty and Eighty Nine Hundredths (20.89) feet, to the southwesterly corner of said Lot Forty One (41); thence running northerly of the west line of Lots Thirty Nine (39), Forty (40) and Forty One (41), a distance of Two Hundred Thirty Three and Eighty Four Hundredths (233.84) feet, to the point of beginning and containing 0.059 acres (2559 Sq. Ft.) more or less.

Date : January 21, 2014

Exhibit 'A'

Sheet No. 1 Of 1



2610 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 549
 E-MAIL: surveyor@rockwell.net PHONE (308) 382-1472 FAX (308) 382-1423

Scale : 1" = 40'



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item E-4

Public Hearing on the One & Six Year Street Improvement Plan

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: February 11, 2014

Subject: Public Hearing on the One & Six Year Street Improvement Plan

Item #'s: E-4 & I-2

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

Background

The One & Six Year Street Improvement Plan consists of the transportation projects in the Capital Improvement Program and is mandatory by State Law as part of the requirements to receive approximately three million dollars of state gas tax funds each year. The Public Works Department develops this program through a process to prioritize street projects taking into consideration many factors such as:

- Availability of funds
- Condition of the street
- Traffic counts
- Eligibility for State/Federal funds
- Redevelopment patterns
- Public/Council input

The City engages in a public process to ensure public input into the policy making process. The proposed One & Six Year Street Improvement Plan is a result of the following steps:

- Wednesday, February 5, 2014 – Regional Planning Commission conducted a Public Hearing and forwarded the recommendation to the City Council
- Tuesday, February 11, 2014 – City Council hears presentation from Staff, conducts Public Hearing and passes a Resolution adopting the plan
- March 1, 2014 – One & Six Year Street Improvement Plan due at the Nebraska Department of Roads

Discussion

A Public Hearing was conducted, testimony received and discussion held on the One & Six Year Street Improvement Plan at the Grand Island/Hall County Regional Planning Commission meeting on February 5, 2014. The commission forwarded the One & Six Year Street Improvement Plan to the City Council with a recommendation for approval.

The projects listed in the One & Six Year Plan for calendar year 2014 are considered definite projects. These projects were in the approved fiscal year 2014 budget. Many of the projects listed in the One & Six Year Plan for 2015 through 2019 are included in the City's budget, but are subject to schedule changes depending upon coordination and approval of State and Federal funding.

Alternatives

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

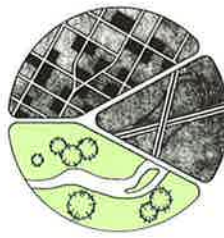
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve the One & Six Year Street Improvement Plan.

Sample Motion

Move to approve the One & Six Year Street Improvement Plan.



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

February 6, 2013

Honorable Jay Vavricek, Mayor
And Members of the Council
City Hall 100 E. 1st Street
Grand Island, NE 68801

Dear Members of the Council:

**RE: ADOPTION OF THE 1 & 6 YEAR STREET IMPROVEMENT PLANS FOR THE
CITY OF GRAND ISLAND.**

At the meeting of the Regional Planning Commission, held February 5, 2014, the above item was considered following a public hearing. This item is to adopt the new 1 & 6 year street improvement plan for the City Of Grand Island.

John Collins, Public Works Director, discussed the Grand Island 1 & 6 Year Street Improvement Plan.

Collins briefed members on: 2014 Projects, which included street construction, street resurfacing, drainage & flood control and other projects.

A motion was made by McCarty and seconded by Reynolds, to recommend approval of the Grand Island 1 & 6 Year Street Improvement Plan as submitted.

A roll call vote was taken and the motion passed with 7 members present and all voting in favor (McCarty, O'Neill, Vincent, Haskins, Bredthauer, Heckman and Reynolds) and no member present voting against.

Yours truly,

Chad Nabity AICP
Planning Director

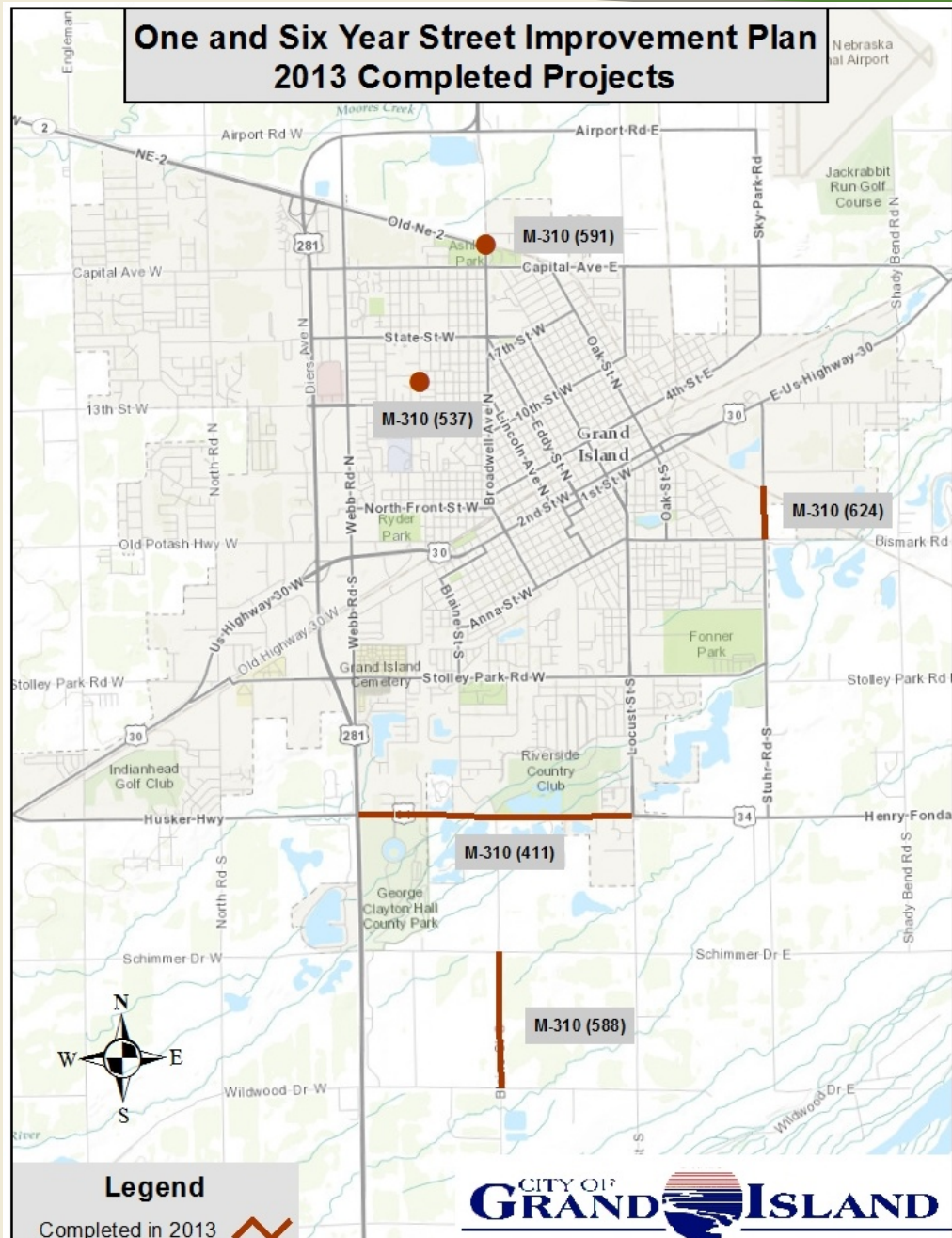
**1 & 6 YEAR STREET
IMPROVEMENT PLAN
Presented by: John Collins**

2013 COMPLETED PROJECTS

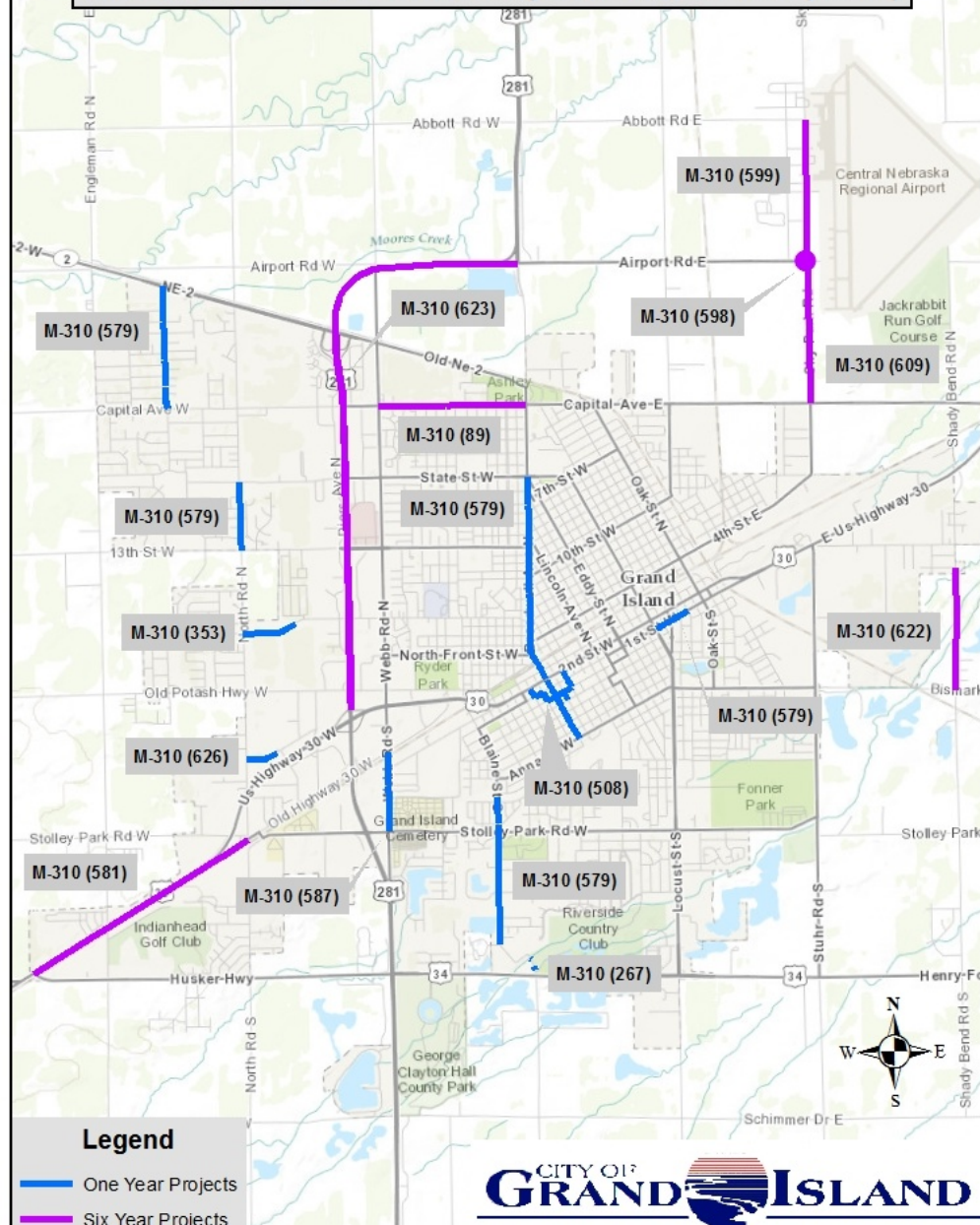
(FROM 1 & 6 STREET IMPROVEMENT PLAN)

PROJECT	TOTAL PROJECT	CITY COST
Husker Highway from US Highway 281 to Locust St [NDOR project]	\$ 2,794,000.00	\$ 146,058.00
Realign Walnut Ent. @ Custer / 15th St w/ Signal [Safe Routes to School Federal Aid project]	\$ 513,000.00	\$ 162,558.91
Blaine St Paving; Wildwood Drive to Schimmer Drive [LB840 funding]	\$ 640,000.00	\$ -
Broadwell Avenue Shoulder Improvement @ BNSFRR	\$ 78,000.00	\$ 78,000.00
Stuhr Road Paving; Bismark Rd to BNSFRR	\$ 404,000.00	\$ 404,000.00
TOTAL	\$ 4,429,000.00	\$ 790,616.91

**DOES NOT INCLUDE ALL CIP PROJECTS



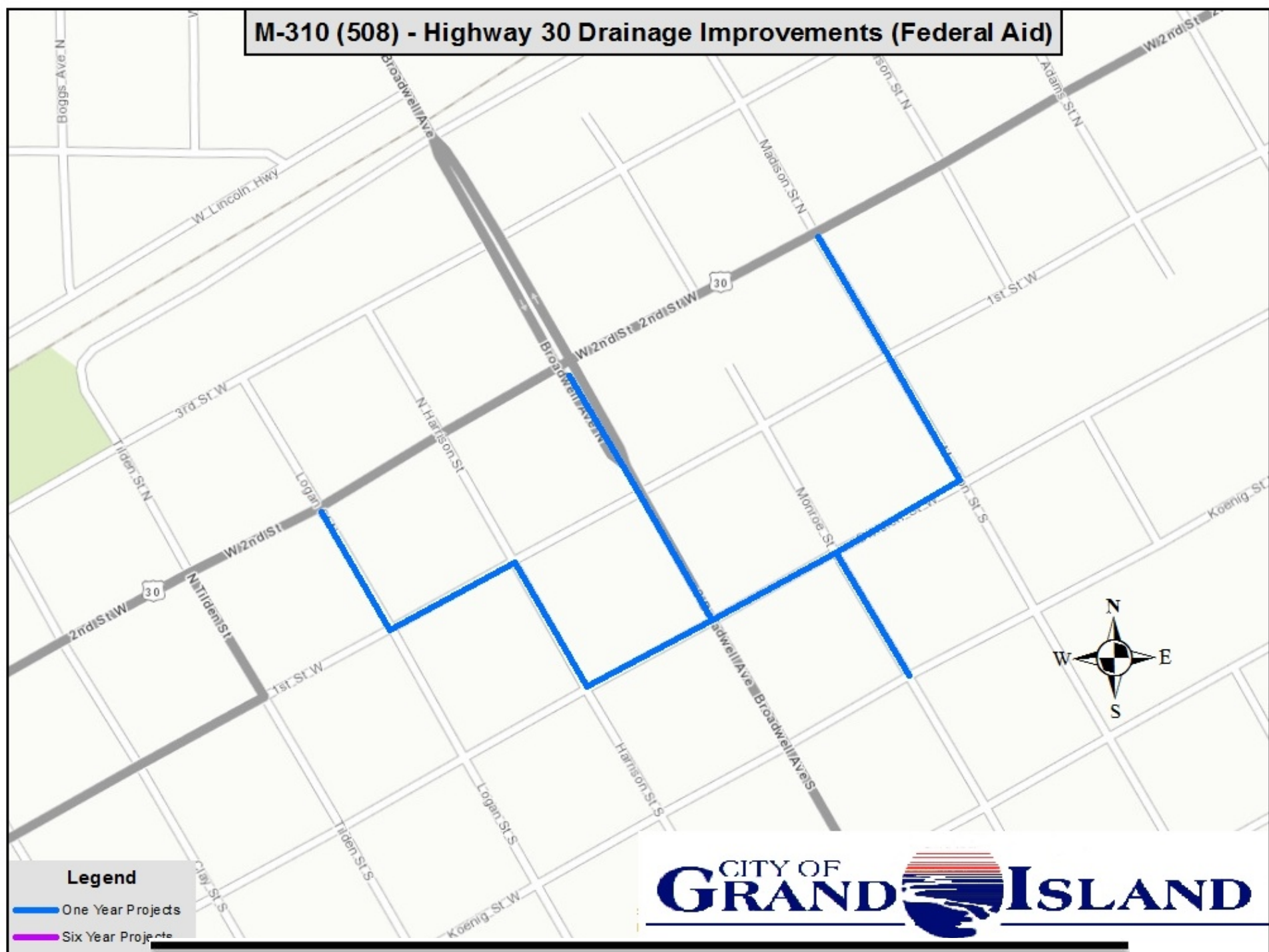
One and Six Year Street Improvement Plan (2014)



US HIGHWAY 30 DRAINAGE IMPROVEMENTS

- Construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second St at Logan St, Broadwell Ave, and Madison St
- Improvements will significantly reduce the likelihood of flooding during storm events on Second St
- Other benefits include reconstruction of sidewalk ramps to American with Disabilities Act standards, construction of new concrete pavement, and relief for storm sewer draining Third St north of the project area

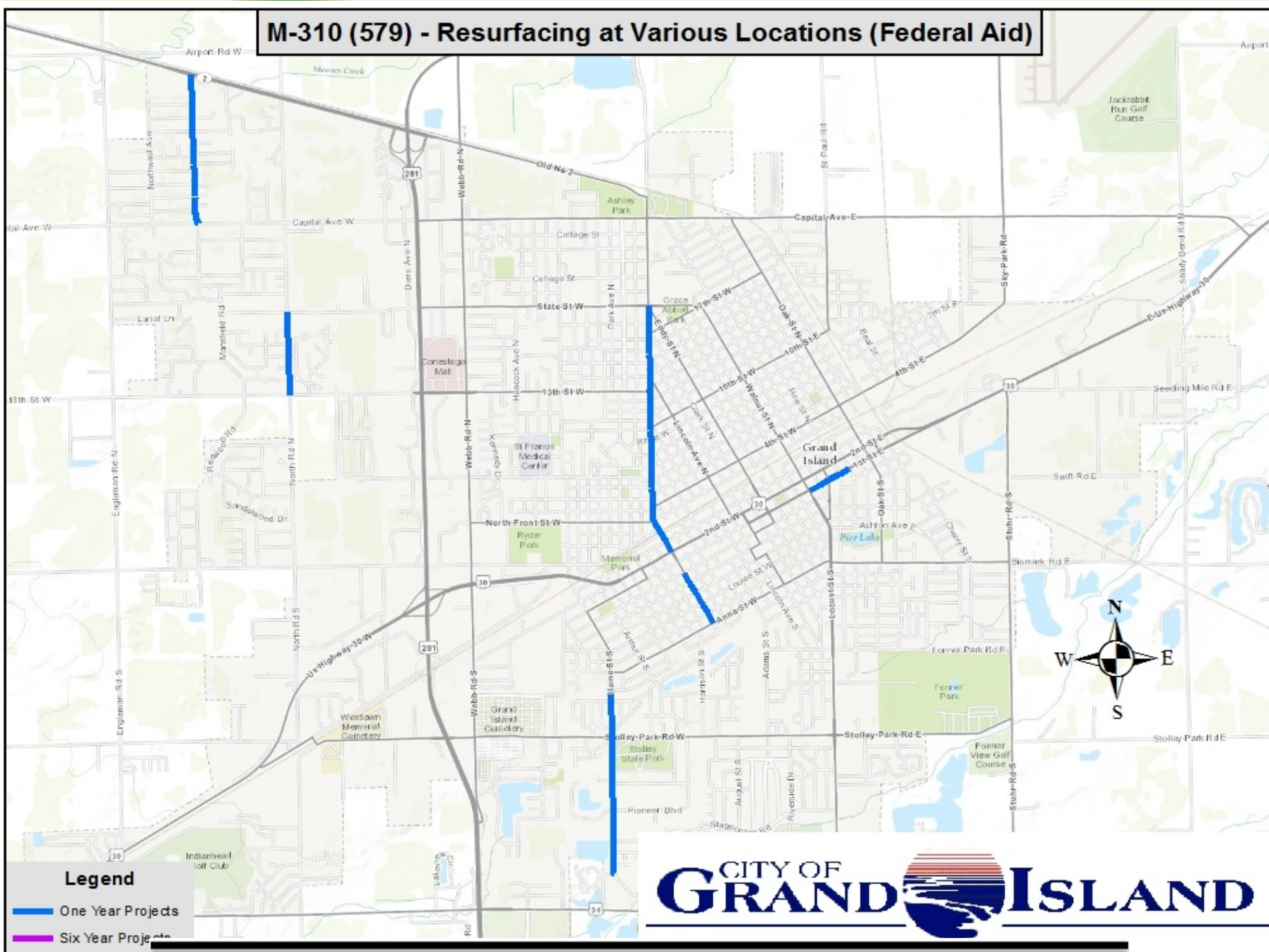
M-310 (508) - Highway 30 Drainage Improvements (Federal Aid)



FEDERAL AID RESURFACING – VARIOUS LOCATIONS

- Consists of upgrades/maintenance to existing asphalt streets
- The project will improve approximately 4.6 miles of city streets and is planned at the following locations
 - Blaine Street – Garland Street to Beltline Trail
 - First Street – Walnut Street to Sycamore Street
 - North Road – 13th Street to State Street
 - Independence Avenue – Capital Avenue to Nebraska Highway 2
 - Broadwell Avenue – Anna Street to State Street

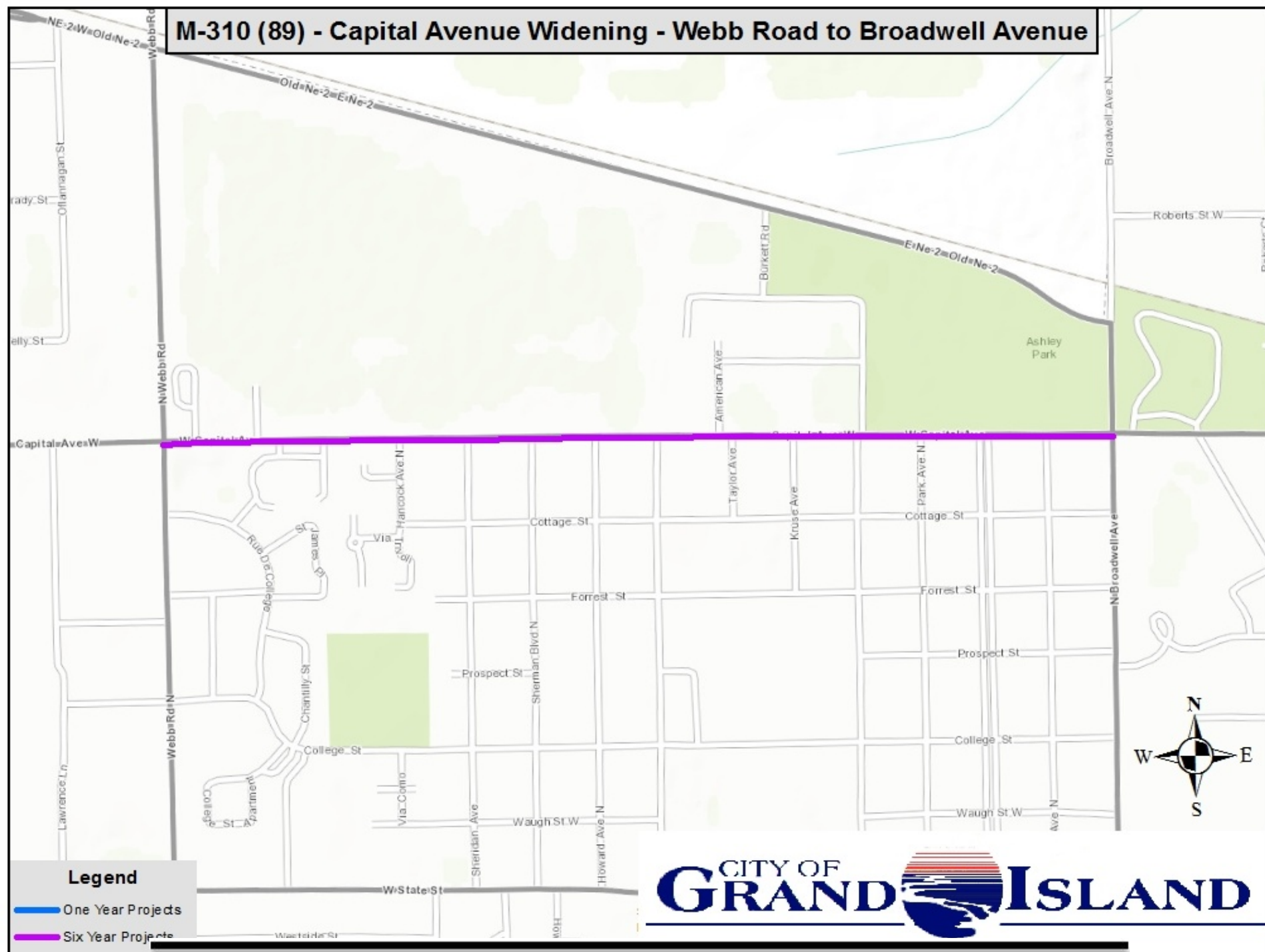
M-310 (579) - Resurfacing at Various Locations (Federal Aid)



CAPITAL AVENUE WIDENING – WEBB TO BROADWELL

- This proposed project consists of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement. The new roadway will consist of back-to-back curbed concrete pavement to accommodate a five lane roadway (four through lanes and a common turning lane).
- Accommodation for traffic volumes and enhance motorist and pedestrian safety. Reconstruction will address the deterioration of the existing pavement, and widening of the roadway will improve safety.

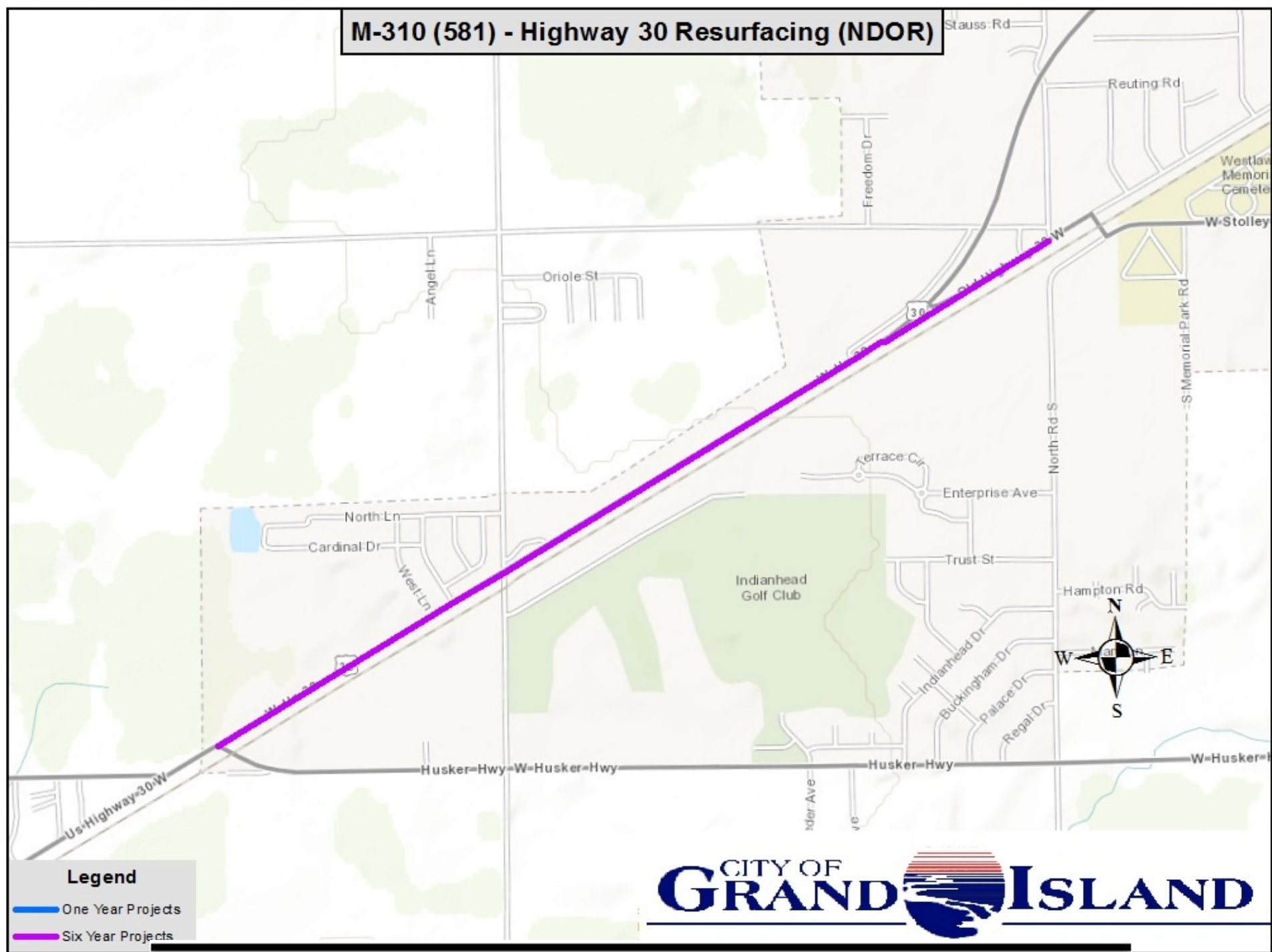
M-310 (89) - Capital Avenue Widening - Webb Road to Broadwell Avenue



HIGHWAY 30 RESURFACING

- 🌊 Roadway asphalt resurfacing from Wood River to Grand Island
- 🌊 NDOR project with City participation

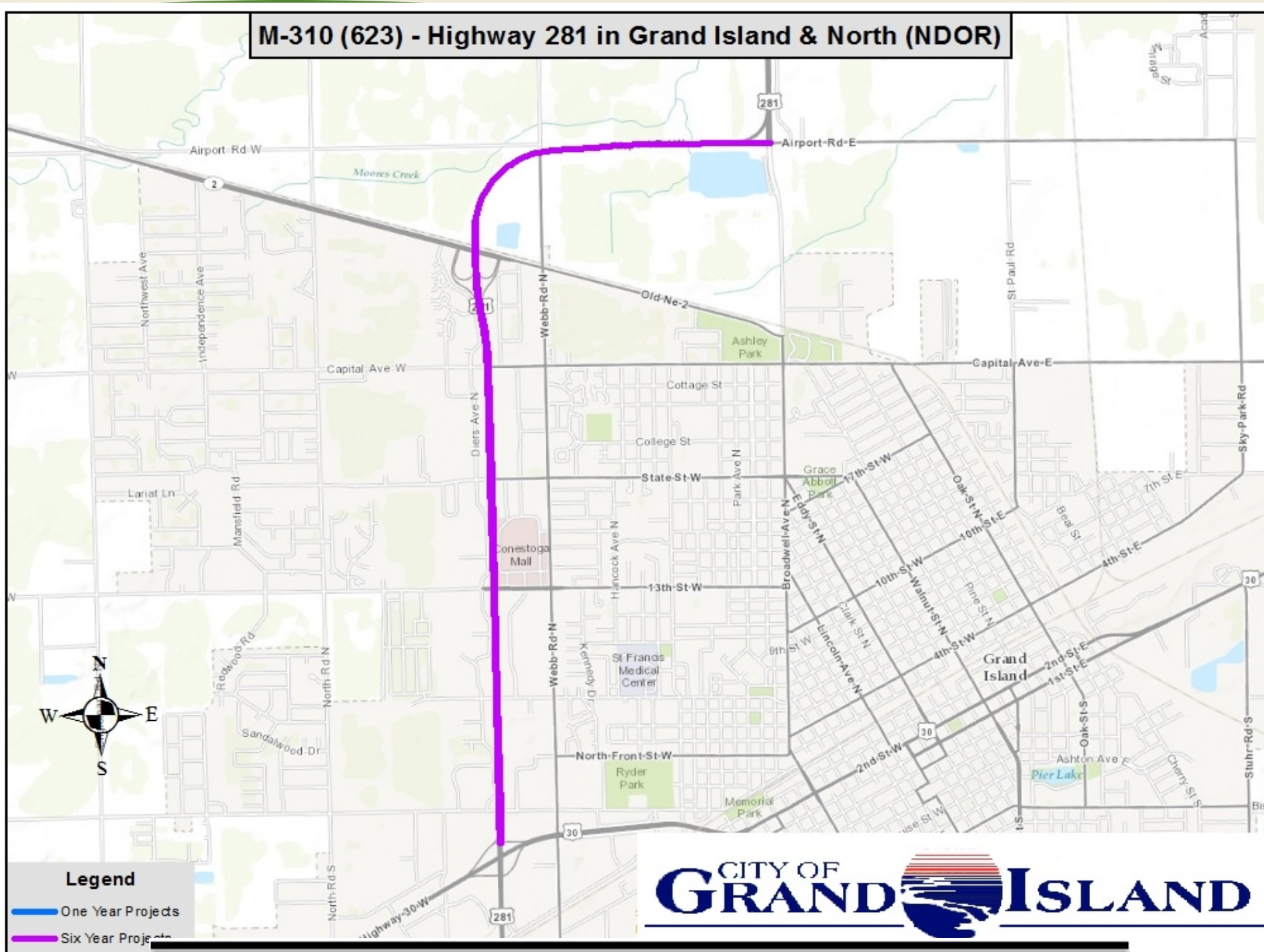
M-310 (581) - Highway 30 Resurfacing (NDOR)



HIGHWAY 281 IN GI & NORTH

- Full depth concrete repair and resurfacing
- NDOR project with City participation

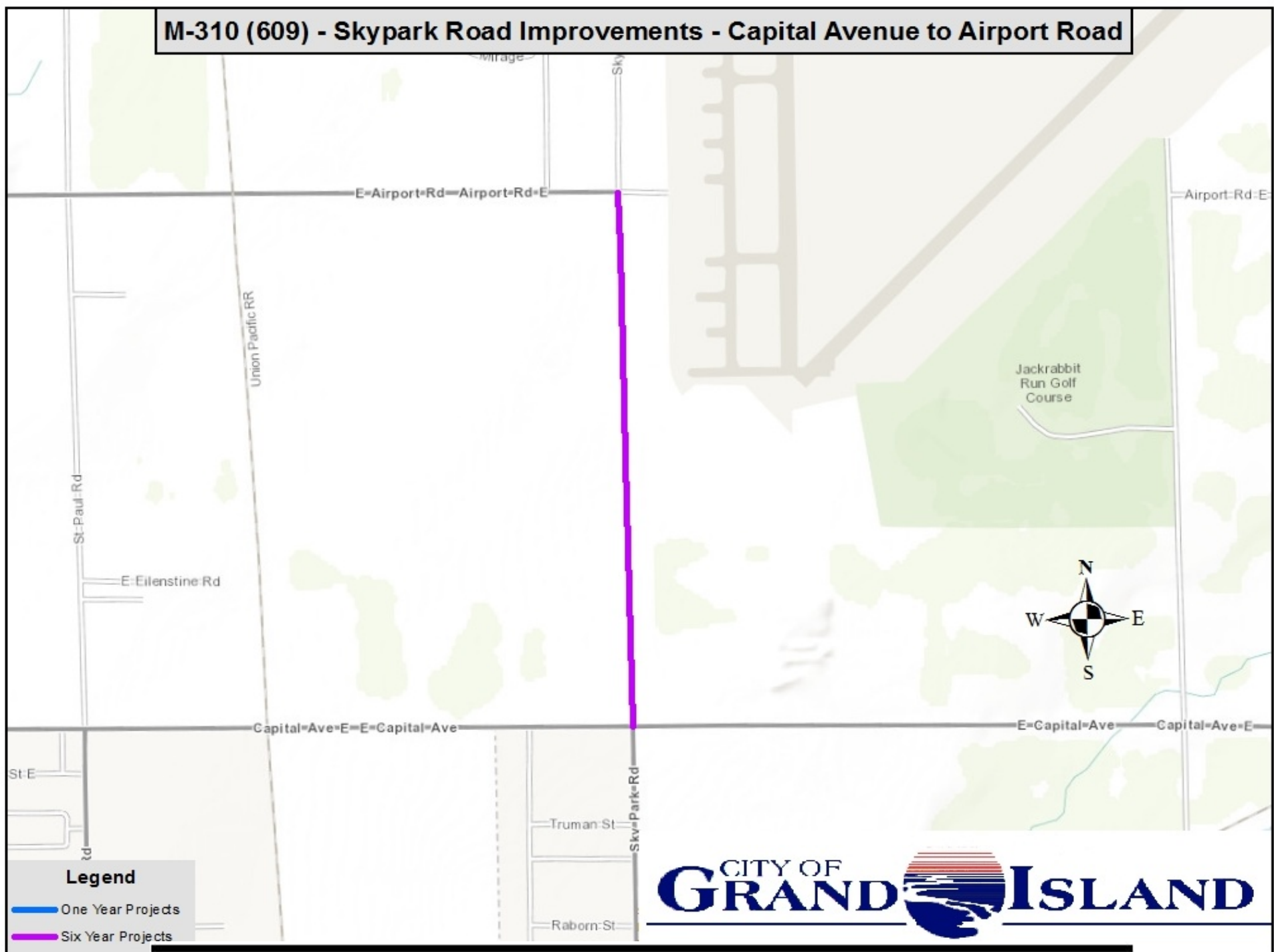
M-310 (623) - Highway 281 in Grand Island & North (NDOR)



SKYPARK IMPROVEMENTS – CAPITAL AVE TO AIRPORT RD

- 🌊 Part 1 of a two section objective
- 🌊 Improve road as a gateway into the City from the Airport
- 🌊 This may also serve as an alternate truck route

M-310 (609) - Skypark Road Improvements - Capital Avenue to Airport Road



SKYPARK IMPROVEMENTS – AIRPORT RD TO ABBOTT RD

- Part 2 of a two section objective
- Improve road as a gateway into the City from the Airport
- Widen roadway and add lighting to improve safety and accommodate higher traffic volume for increased airport usage

M-310 (599) - Skypark Road Improvements- Airport Road to Abbott Road



SKYPARK RD & AIRPORT RD INTERSECTION IMPROVEMENTS

- 🌐 Widen turning radii at intersection to meet geometric requirements and better accommodate larger vehicles

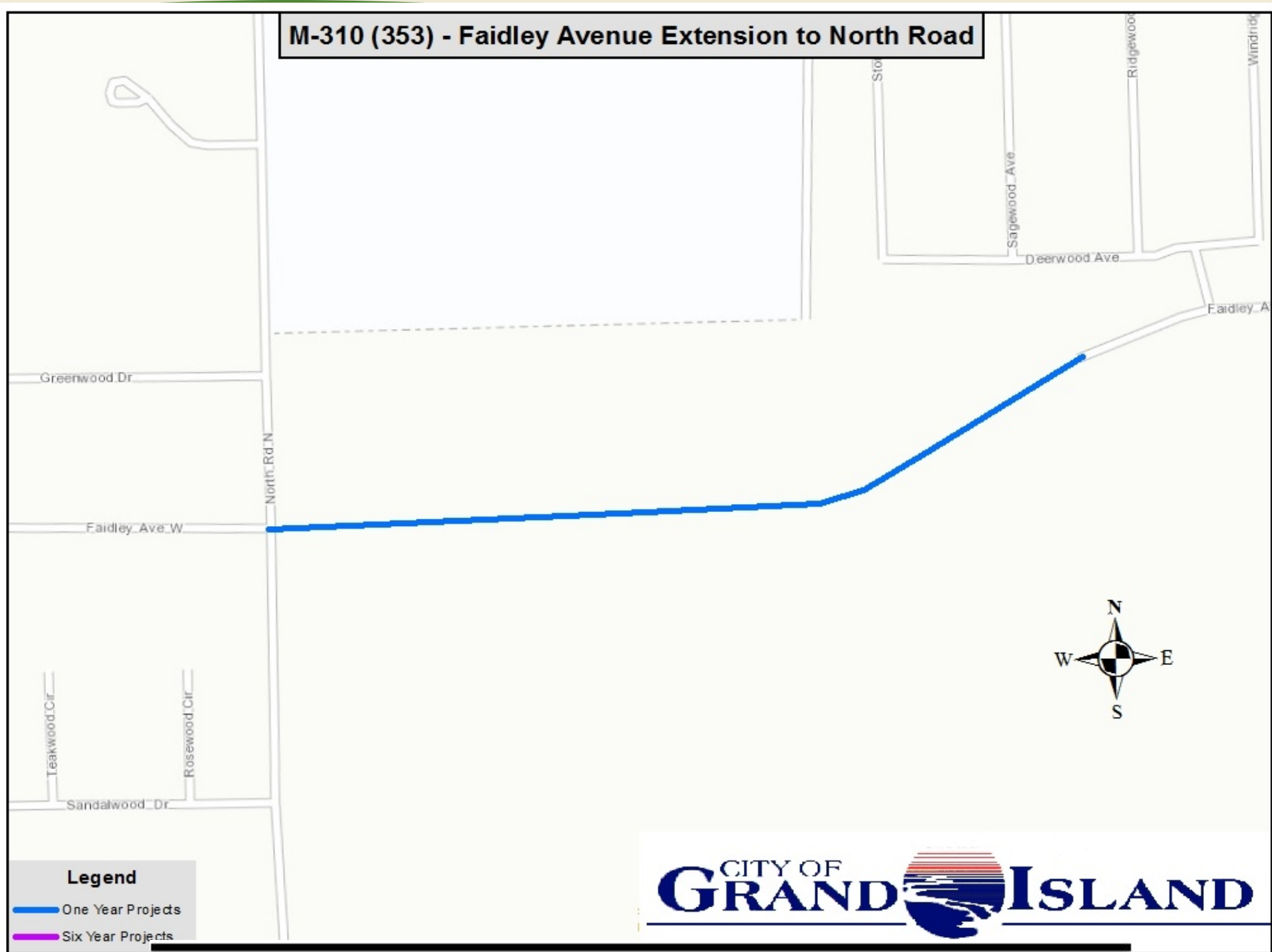
M-310 (598) - Skypark Road & Airport Road Intersection Improvements



FAIDLEY AVE EXTENSION FROM NORTH RD TO EDGE OF CONCRETE(HEADING EAST)

- 🇺🇸 Extend paving to join the two existing segments of Faidley together.

M-310 (353) - Faidley Avenue Extension to North Road



BLAINE ST BRIDGE REPLACEMENT

- Replace the north bridge structure with two box culverts
- Replace the south bridge structure with two Arch RCP culvert pipes
- Widen road to improve traffic flow

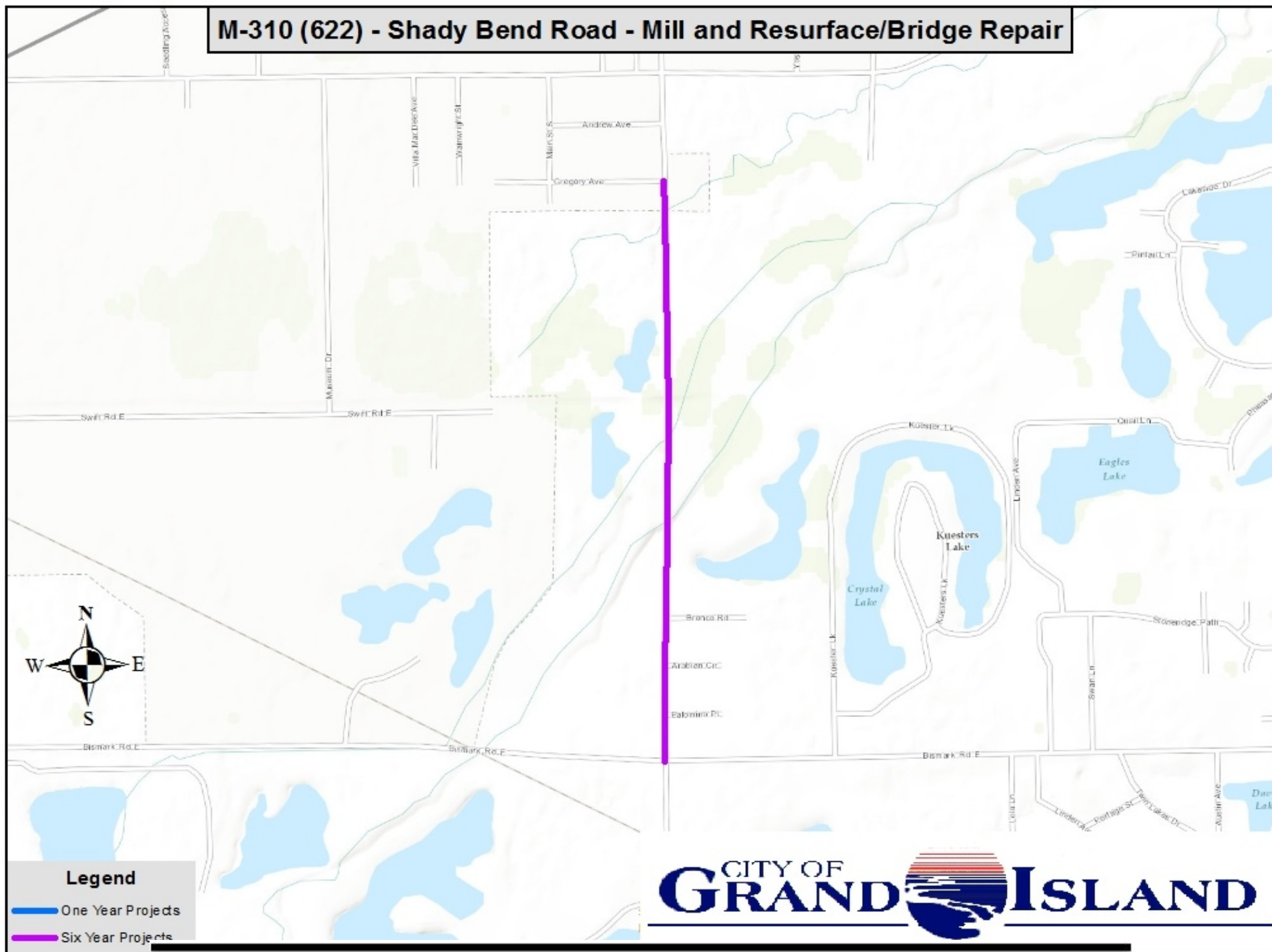
M-310 (267) - Blaine Street Bridge Replacement



SHADY BEND ROAD – MILL & RESURFACE/BRIDGE REPAIR

- 🇺🇸 Resurfacing project to restore roadway to structurally sound state and accommodate increasing truck traffic.
- 🇺🇸 Minor repairs to the bridge and box culvert

M-310 (622) - Shady Bend Road - Mill and Resurface/Bridge Repair



WESTGATE RD; NORTH RD EAST TO PAVED SECTION OF WESTGATE RD

Paving Assessment District

-  District created by City Council on April 23, 2013

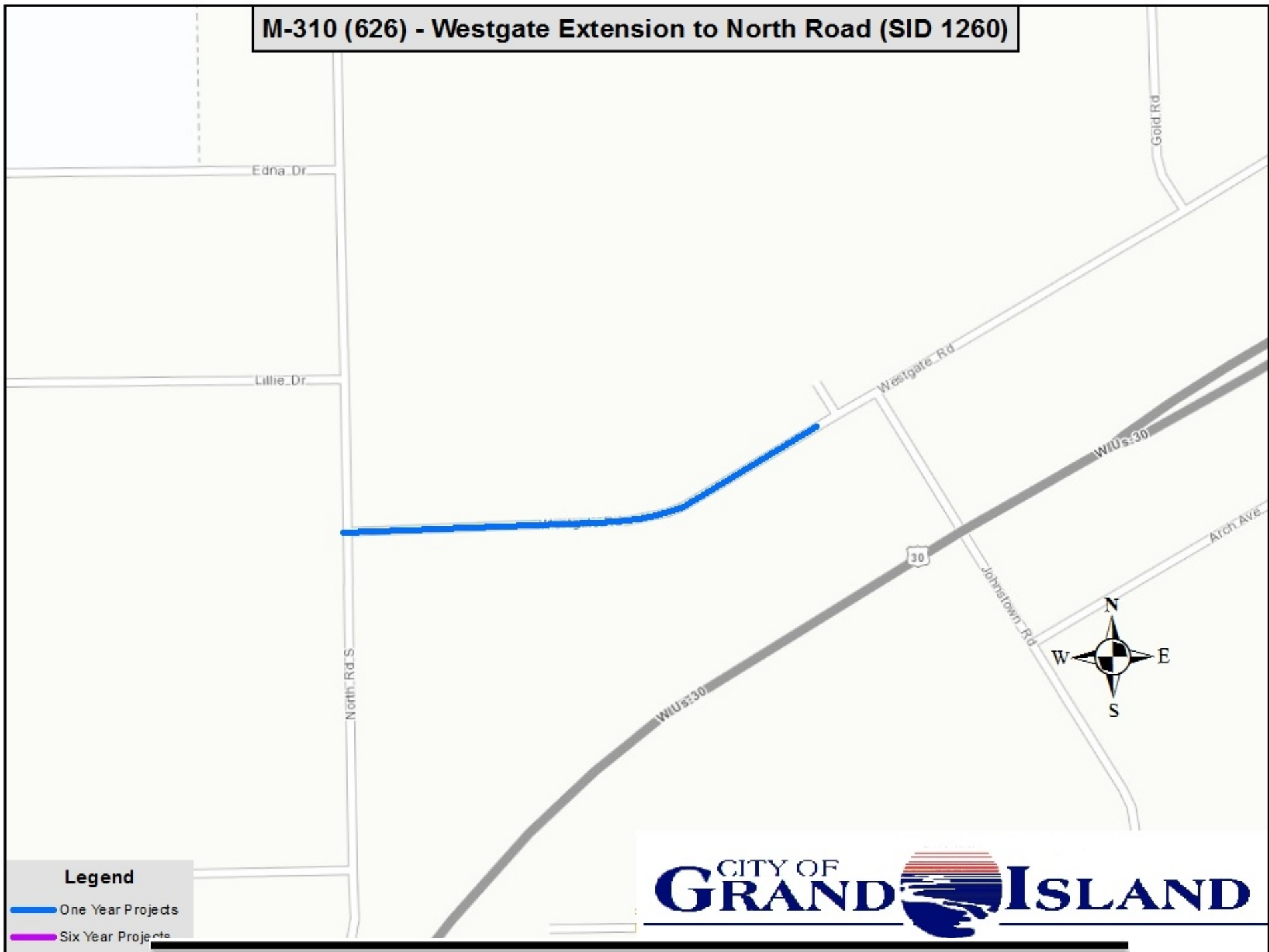
-  District continued by City Council on May 28, 2013

Continuation of paving on Westgate Road extending east from North Road to the existing pavement on Westgate Road

Will connect the initial phase of the Moores Creek Drainway to this area and eliminate the ditch section

Project will be assessed to adjacent property owners

M-310 (626) - Westgate Extension to North Road (SID 1260)



WEBB ROAD; N FROM STOLLEY PARK RD TO UPRR

Paving Assessment District

-  District created by City Council on February 12, 2013

-  District continued by City Council on April 9, 2013

Widening the roadway from 24' to 41' for a 3 lane section with improved drainage and elimination of the ditch section

Project cost will be assessed to adjacent property owners

M-310 (587) - Webb Road Widening - Stolley Park to Union Pacific Railroad



1 & 6 YEAR STREET IMPROVEMENT PLAN

	2014	2015	2016	2017	2018
OBLIGATED TO OTHER AGENCIES					
US Hwy 30 Drainage Improvements [\$1,789,000 total project cost]	\$ 104,256.00				
Misc Federal Aid Resurfacing - Various Locations [\$3,413,000 total project cost]	\$ 593,096.00	\$ 593,096.00			
Capital Avenue Widening - Webb to Broadwell [\$8,151,000 total project cost]	\$ 203,314.00	\$ 1,014,079.00	\$ 690,601.00		
Hwy 30 Resurfacing [\$5,745,000 total project cost]		\$ 263,000.00			
Hwy 281 in GI & North [\$6,019,000 total project cost]					\$ 1,467,000.00
RECONSTRUCTION/NEW CONSTRUCTION					
Skypark Improvements - Capital Ave to Airport Rd				\$ 800,000.00	
Skypark Improvements - Airport Rd to Abbott Rd					\$ 700,000.00
Airport Rd & Skypark Rd Intersection Improvement			\$ 45,000.00		
Faidley Ave Extension from North Rd to EOC (heading East)	\$ 650,000.00				
Blaine St Bridge Replacement	\$ 250,000.00				
Shady Bend Rd - Mill & Resurface/Bridge Repair			\$ 250,000.00		
Westgate Rd; North Rd east to paved section of Westgate Rd	\$ 580,000.00				
Webb Rd; N from Stolley Park Rd to UPRR	\$ 1,700,000.00				
TOTAL	\$ 4,080,666.00	\$ 1,870,175.00	\$ 985,601.00	\$ 800,000.00	\$ 2,167,000.00

****DOES NOT INCLUDE ALL CIP PROJECTS**



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item F-1

#9473 - Consideration of Vacation of a Utility Easement Located in Copper Creek Estates 3rd Subdivision (The Guarantee Group, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 11, 2014

Subject: Consideration of Vacation of a Utility Easement Located in Copper Creek Estates 3rd Subdivision (The Guarantee Group, LLC)

Item #'s: F-1

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

Background

A utility easement was dedicated with the original Copper Creek Estates Subdivision plat on July 31, 2006. Such easement is not necessary to accommodate existing or proposed utilities.

Discussion

The developer/property owner of Copper Creek Estates 3rd Subdivision is requesting to vacate the originally dedicated easement. There are no utilities currently within this easement that will be affected by this vacation. The attached sketch details the referenced easement 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 easement located in Copper Creek Estates 3rd Subdivision.

Sample Motion

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9473

An ordinance to vacate existing utility easement 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 an existing utility easement within Copper Creek Estates 3rd Subdivision in Grand Island, Hall County, Nebraska, more particularly described as follows:

TRACT NO. 1

A TRACT OF LAND COMPRISING A PART OF LOTS THIRTY EIGHT (38) AND FORTY ONE (41), COPPER CREEK ESTATES THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THIRTY EIGHT (38); THENCE RUNNING NORTHERLY ON THE WEST LINE OF SAID LOT THIRTY EIGHT (38), A DISTANCE OF THREE HUNDRED THIRTY FIVE (335.00) FEET, TO THE NORTHWEST CORNER OF SAID LOT THIRTY EIGHT (38); THENCE RUNNING EASTERLY ON THE NORTH LINE OF SAID LOT THIRTY EIGHT (38), A DISTANCE OF ONE HUNDRED EIGHTY (180.00) FEET, TO THE NORTHEAST CORNER OF SAID LOT THIRTY EIGHT (38); THENCE RUNNING SOUTHERLY ON THE EAST LINE OF SAID LOT THIRTY EIGHT (38), A DISTANCE OF NINETY TWO (92.00) FEET, TO THE NORTHEAST CORNER OF LOT THIRTY NINE (39), COPPER CREEK ESTATES THIRD SUBDIVISION; THENCE RUNNING WESTERLY ON THE NORTH LINE OF LOT

Approved as to Form	▣ _____
February 9, 2014	▣ City Attorney

ORDINANCE NO. 9473 (Cont.)

THIRTY NINE (39), COPPER CREEK ESTATES THIRD SUBDIVISION, A DISTANCE OF FIVE (5.00) FEET; THENCE RUNNING NORTHERLY PARALLEL WITH AND FIVE (5.00) FEET WEST OF THE EAST LINE OF SAID LOT THIRTY EIGHT (38), A DISTANCE OF EIGHTY TWO (82.00) FEET, TO A POINT TEN (10.00) FEET SOUTH OF THE NORTH LINE OF SAID LOT THIRTY EIGHT (38); THENCE RUNNING WESTERLY PARALLEL WITH AND TEN (10.00) FEET SOUTH OF THE NORTH LINE OF SAID LOT THIRTY EIGHT (38), A DISTANCE OF ONE HUNDRED SIXTY FIVE (165.00) FEET, TO A POINT TEN (10.00) FEET EAST OF THE WEST LINE OF SAID LOT THIRTY EIGHT (38), THENCE RUNNING SOUTHERLY PARALLEL WITH AND TEN (10.00) FEET EAST OF THE WEST LINE OF SAID LOT THIRTY EIGHT (38), A DISTANCE OF THREE HUNDRED FIFTEEN (315.00) FEET, TO A POINT TEN (10.00) FEET NORTH OF THE SOUTH LINE OF SAID LOT THIRTY EIGHT (38); THENCE RUNNING EASTERLY PARALLEL WITH AND TEN (10.00) FEET NORTH OF THE SOUTH LINE OF SAID LOT THIRTY EIGHT (38), A DISTANCE OF ONE HUNDRED (100.00) FEET, TO A POINT THIRTY (30.00) FEET EAST OF THE WEST LINE OF SAID LOT FORTY ONE (41); THENCE RUNNING SOUTHERLY PARALLEL WITH AND THIRTY (30.00) FEET EAST OF THE WEST LINE OF SAID LOT FORTY ONE (41), A DISTANCE OF SEVEN (7.00) FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT FORTY ONE (41); THENCE RUNNING WESTERLY ON THE SOUTH LINE OF SAID LOT FORTY ONE (41), A DISTANCE OF TEN (10.00) FEET, TO THE NORTHWEST CORNER OF LOT FORTY TWO (42), COPPER CREEK ESTATES THIRD SUBDIVISION; THENCE RUNNING SOUTHERLY ON THE WEST LINE OF LOT FORTY TWO (42), COPPER CREEK ESTATES THIRD SUBDIVISION, A DISTANCE OF THREE (3.00) FEET, TO THE SOUTHEAST CORNER OF SAID LOT THIRTY EIGHT (38); THENCE RUNNING WESTERLY ON THE SOUTH LINE OF SAID LOT THIRTY EIGHT (38), A DISTANCE OF NINETY (90.00) FEET, TO THE POINT OF BEGINNING AND CONTAINING 0.145 ACRE (6330 SQ. FT.) MORE OR LESS.

AND

TRACT NO. 2

A TRACT OF LAND COMPRISING A PART OF LOTS THIRTY EIGHT (38), THIRTY NINE (39), FORTY (40) AND FORTY ONE (41), COPPER CREEK ESTATES THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT TEN (10.00) FEET EASTERLY AND SEVEN (7.00) FEET NORTHERLY OF THE NORTHWEST CORNER OF LOT FORTY TWO (42), COPPER CREEK ESTATES THIRD SUBDIVISION; THENCE RUNNING WESTERLY PARALLEL WITH AND SEVEN (7.00) FEET NORTH OF THE SOUTH LINE OF SAID LOT FORTY ONE (41), A DISTANCE OF TWENTY (20.00) FEET, TO A POINT TEN (10.00) FEET EAST OF THE WEST LINE OF SAID LOT FORTY ONE (41); THENCE RUNNING NORTHERLY PARALLEL WITH AND TEN (10.00) FEET EAST OF WEST LINE OF LOTS THIRTY NINE (39), FORTY (40), AND FORTY ONE (41), AND ITS EXTENSION, A DISTANCE OF THREE HUNDRED FIFTEEN (315.00) FEET, TO A POINT TEN (10.00) FEET SOUTH OF

ORDINANCE NO. 9473 (Cont.)

THE NORTH LINE OF SAID LOT THIRTY EIGHT (38); THENCE RUNNING EASTERLY PARALLEL WITH AND TEN (10.00) FEET SOUTH OF THE NORTH LINE OF SAID LOT THIRTY EIGHT (38), A DISTANCE OF TWENTY (20.00) FEET; THENCE RUNNING SOUTHERLY PARALLEL WITH AND THIRTY (30.00) FEET EAST OF THE WEST LINE OF SAID LOTS THIRTY NINE (39), FORTY (40) AND FORTY ONE (41), AND ITS EXTENSION, A DISTANCE OF THREE HUNDRED FIFTEEN (315.00) FEET, TO THE POINT OF BEGINNING AND CONTAINING 0.145 ACRES (6300 SQ. FT.) MORE OR LESS.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A 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: February 11, 2014

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

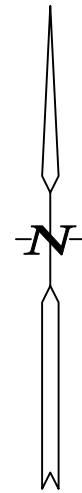
Pt. NW1/4, Sec. 23, T11N - R10W

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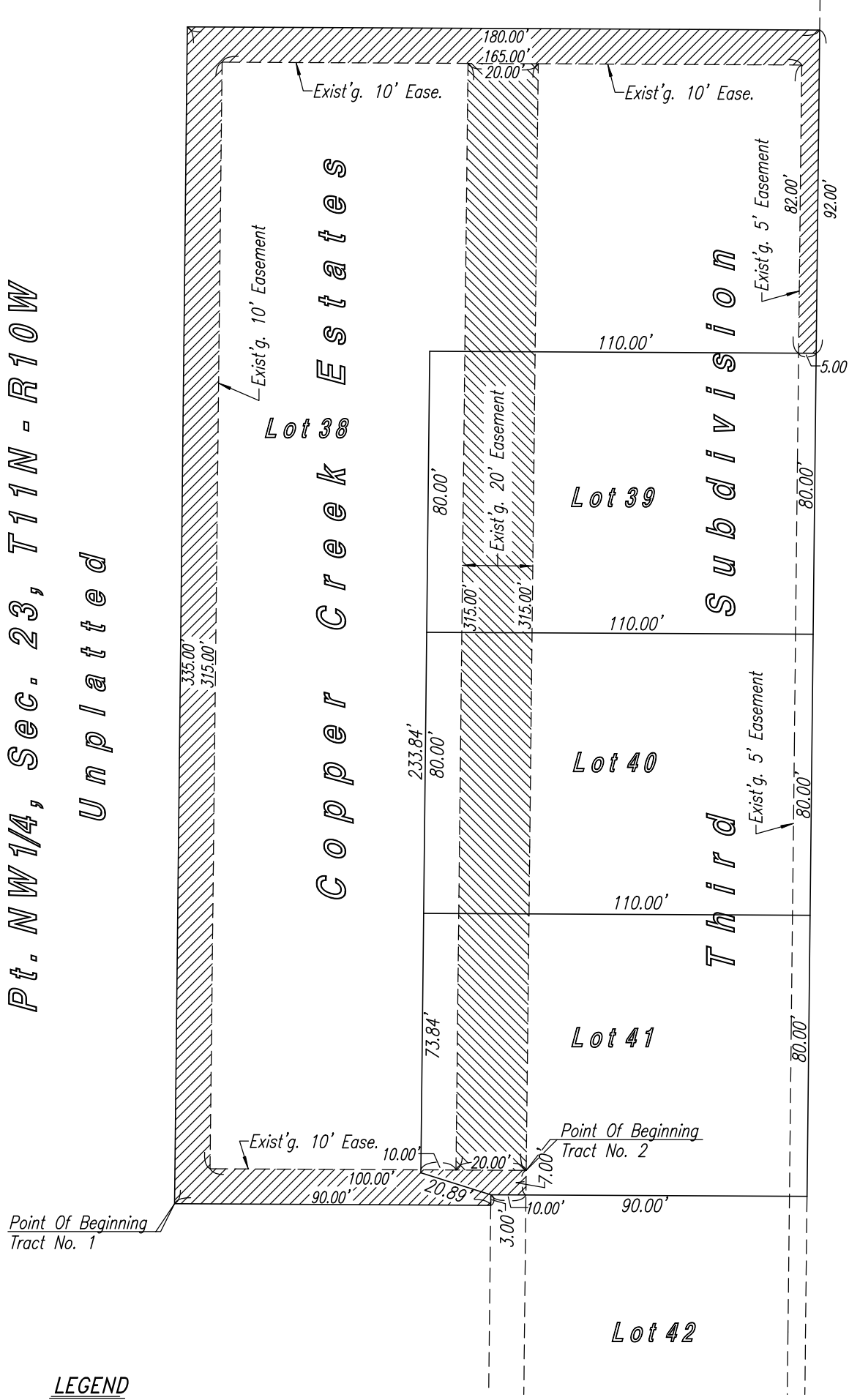
Copper Creek Estates

Third Subdivision

Brome Grass Drive



Scale: 1" = 40'



LEGEND

- Indicates Easements To Be Vacated Tract No. 1
- Indicates Easements To Be Vacated Tract No. 2

Exhibit 'A'

Date : January 21, 2014

Sheet No. 1 Of 2



2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O.BOX 549
E-MAIL surveyor@cccusa.net PHONE (308) 382-1472 FAX (308) 382-1423

Description Tract No. 1 (Easement To Be Vacated)

A tract of land comprising a part of Lots Thirty Eight (38) and Forty One (41), Copper Creek Estates Third Subdivision, in the City of Grand Island, Nebraska and more particularly described as follows:

Beginning at the Southwest corner of said Lot Thirty Eight (38); thence running northerly on the west line of said Lot Thirty Eight (38), a distance of Three Hundred Thirty Five (335.00) feet, to the northwest corner of said Lot Thirty Eight (38); thence running easterly on the north line of said Lot Thirty Eight (38), a distance of One Hundred Eighty (180.00) feet, to the northeast corner of said Lot Thirty Eight (38); thence running southerly on the east line of said Lot Thirty Eight (38), a distance of Ninety Two (92.00) feet, to the the northeast corner of Lot Thirty Nine (39), Copper Creek Estates Third Subdivision; thence running westerly on the north line of Lot Thirty Nine (39), Copper Creek Estates Third Subdivision, a distance of Five (5.00) feet; thence running northerly parallel with and Five (5.00) feet west of the east line of said Lot Thirty Eight (38), a distance of Eighty Two (82.00) feet, to a point Ten (10.00) feet south of the north line of said Lot Thirty Eight (38); thence running westerly parallel with and Ten (10.00) feet south of the north line of said Lot Thirty Eight (38), a distance of One Hundred Sixty Five (165.00) feet, to a point Ten (10.00) feet east of the west line of said Lot Thirty Eight (38), thence running southerly parallel with and Ten (10.00) feet east of the west line of said Lot Thirty Eight (38), a distance of Three Hundred Fifteen (315.00) feet, to a point Ten (10.00) feet north of the south line of said Lot Thirty Eight (38); thence running easterly parallel with and Ten (10.00) feet north of the south line of said Lot Thirty Eight (38), a distance of One Hundred (100.00) feet, to a point Thirty (30.00) feet east of the west line of said Lot Forty One (41); thence running southerly parallel with and Thirty (30.00) feet east of the west line of said Lot Forty One (41), a distance of Seven (7.00) feet, to a point on the south line of said Lot Forty One (41); thence running westerly on the south line of said Lot Forty One (41), a distance of Ten (10.00) feet, to the northwest corner of Lot Forty Two (42), Copper Creek Estates Third Subdivision; thence running southerly on the west line of Lot Forty Two (42), Copper Creek Estates Third Subdivision, a distance of Three (3.00) feet, to the southeast corner of said Lot Thirty Eight (38); thence running westerly on the south line of said Lot Thirty Eight (38), a distance of Ninety (90.00) feet, to the Point of Beginning and containing 0.145 acre (6330 Sq. Ft.) more or less.

Description Tract No. 2 (Easement To Be Vacated)

A tract of land comprising a part of Lots Thirty Eight (38), Thirty Nine (39), Forty (40) and Forty One (41), Copper Creek Estates Third Subdivision, in the City of Grand Island, Nebraska and more particularly described as follows:

Beginning at a point Ten (10.00) easterly and Seven (7.00) feet northerly of the northwest corner of Lot Forty Two (42), Copper Creek Estates Third Subdivision; thence running westerly parallel with and Seven (7.00) feet north of the south line of said Lot Forty One (41), a distance of Twenty (20.00) feet, to a point Ten (10.00) feet east of the west line of said Lot Forty One (41); thence running northerly parallel with and Ten (10.00) feet east of the west line of Lots Thirty Nine (39), Forty (40) and Forty One (41), and its extension, a distance of Three Hundred Fifteen (315.00) feet, to a point Ten (10.00) feet south of the north line of said Lot Thirty Eight (38); thence running easterly parallel with and Ten (10.00) south of the north line of said Lot Thirty Eight (38), a distance of Twenty (20.00) feet; thence running southerly parallel with and Thirty (30.00) east of the west line of said Lots Thirty Nine (39), Forty (40) and Forty One (41), and its extension, a distance of Three Hundred Fifteen (315.00) feet, to the Point of Beginning and containing 0.145 acres (6300 Sq. Ft.) more or less.

Exhibit 'A'

Date : January 21, 2014

Sheet No. 2 Of 2



2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O.BOX 549
E-MAIL surveyor@cccusa.net PHONE (308) 382-1472 FAX (308) 382-1423



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-1

Approving Minutes of January 28, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
January 28, 2014

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 January 28, 2014. Notice of the meeting was given in *The Grand Island Independent* on January 22, 2014.

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, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Mike Paulick, and Vaughn Minton. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Pastor Dan Brenton, Evangelical Free Church, 2609 South Blaine Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Allie Richardson.

PRESENTATION AND PROCLAMATION:

Proclamation "Day of Hope" February 1, 2014. Mayor Vavricek proclaimed February 1, 2014 as "Day of Hope". Melissa DeLaet of Hope Harbor was present to receive the proclamation.

Proclamation "Nebraska Danger Week" February 10, 2014. Mayor Vavricek proclaimed the week of February 10, 2014 as "Nebraska Danger Week". Dustin and Brandi Loffing and their daughter Katie and General Manager Mike McCoy were present for the presentation in recognition of Danger Football.

SPECIAL ITEMS:

Approving Appointment of Kent Mann to City Council Ward 1. Mayor Vavricek submitted the appointment of Kent Mann to the vacant City Council Ward 1 position.

The following people spoke in support:

Bob Niemann, 10875 NE Hwy 2
Lee Elliott, 2823 Brentwood Blvd.
Ralph Bradley, 132 Ponderosa Drive
Tom O'Neill, 2017 Barbara Avenue
Ed O'Boyle, 3015 Brentwood Place
Ken Gnadt, 1610 Gretchen

Motion by Gilbert, second by Nickerson to approve the appointment of Kent Mann to the City Council Ward 1 position. Upon roll call vote, all voted aye. Motion adopted.

Approving Appointment of Mark Stelk to City Council Ward 2. Mayor Vavricek submitted the appointment of Mark Stelk to the vacant City Council Ward 2 position.

The following people spoke in support:

Bob Niemann, 10875 NE Hwy 2
Lee Elliott, 2823 Brentwood Blvd.
Ralph Bradley, 132 Ponderosa Drive
Tom O'Neill, 2017 Barbara Avenue
Ed O'Boyle, 3015 Brentwood Place
Ken Gnadt, 1610 Gretchen

Motion by Haase, second by Minton to approve the appointment of Mark Stelk to the City Council Ward 2 position. Upon roll call vote, all voted aye. Motion adopted.

Administration of Oath of Office to Newly Appointed Councilmembers. City Clerk RaNae Edwards administrated the Oath of Office to Councilmember Kent Mann – Ward 1 and Councilmember Mark Stelk – Ward 2.

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

#2014-BE-1 – Consideration of Determining Benefits for Water Main District 464 – Antelope Drive. Utilities Director Tim Luchsinger reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Water Main District 464 along Antelope Drive. Special assessments were for the amount of \$54,281.07.

#2014-BE-2 – Consideration of Determining Benefits for Water Main District 465 – Wildwood, Elk, and Cougar Drives. Utilities Director Tim Luchsinger reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Water Main District 465 along Wildwood, Elk, and Cougar Drives. Special assessments were for the amount of \$238,273.82.

Motion by Haase, second by Nickerson to approve Resolutions #2014-BE-1 and #2014-BE-2.

Discussion was held regarding the 7% interest rate on assessments and if it was based internally or by state statutes. Mr. Luchsinger stated the interest rate was based internally and had been set at this rate for many years. Finance Director Jaye Monter stated the City was not in the banking business and homeowners could obtain a loan at a bank to pay off their assessments. Comments were made by Council to review this change at a future meeting.

Amendment proposed by Haase, second by Paulick to change the 7% interest rate to a 5% interest rate. Upon roll call vote, Councilmembers Paulick and Haase voted aye. Councilmembers Minton, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Donaldson and Mann voted no. Amendment failed.

Amendment proposed by Haase, second by Gericke to refer Resolutions #2014-BE-1 and #2014-BE-2 to the February 11, 2014 City Council meeting. Upon roll call vote, Councilmembers

Paulick, Stelk, Gericke, and Haase voted aye. Councilmembers Minton, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Mann voted no. Amendment failed.

Upon roll call on the motion, Councilmembers Minton, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Mann voted aye. Councilmember Paulick voted no. Motion adopted.

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

ORDINANCES:

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

#9468 – Consideration of Request to Rezone Property Located at 815-823 Orleans Drive from RD Residential Development to RO Residential Office

#9469 – Consideration of Assessments for Water Main District 464 – Antelope Drive.

#9470 – Consideration of Assessments for Water Main District 465 – Wildwood, Elk, and Cougar Drives

#9471 – Consideration of Amending Grand Island City Code Section 2-39 Relative to Preparation of the Proposed Annual Budget

#9472 – Consideration of Amending Grand Island City Code Section 2-36 Relative to Qualifications for the Position of City Administrator

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson seconded the motion. Upon roll call vote, Councilmembers Minton, Paulick, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Haase, and Donaldson voted aye. Councilmember Mann voted no. Motion adopted.

#9468 – Consideration of Request to Rezone Property Located at 815-823 Orleans Drive from RD Residential Development to RO Residential Office

Councilmember Minton recused himself due to a conflict of interest.

Regional Planning Director Chad Nabity reported that Ordinance #9468 was to rezone .43 acres along Orleans Drive north of Faidley Avenue and west of St Francis Hospital from RD Residential Development to RO Residential Office Zone. The apartments that were originally built on the site in conformance with the approved development plan had been demolished and the Hospital owned the property and would like to use the existing garages as accessory buildings to the Hospital. Staff recommended approval. Council approved Ordinance #9468 on first reading at their January 14, 2014 City Council meeting.

Motion by Donaldson, second by Gericke to approve Ordinance #9468 on second and final reading.

City Clerk: Ordinance #9468 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9468 is declared to be lawfully adopted upon publication as required by law.

#9469 – Consideration of Assessments for Water Main District 464 – Antelope Drive.

#9470 – Consideration of Assessments for Water Main District 465 – Wildwood, Elk, and Cougar Drives

Ordinances #9469 and #9470 related to the aforementioned Board of Equalization.

Motion by Gilbert, second by Minton to approve Ordinances #9469 and #9470.

City Clerk: Ordinances #9469 and #9470 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9469 and #9470 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9469 and #9470 are declared to be lawfully adopted upon publication as required by law.

#9471 – Consideration of Amending Grand Island City Code Section 2-39 Relative to Preparation of the Proposed Annual Budget

Councilmember Gericke stated this change to City Code Section 2-39 would make the Finance Director prepare an annual estimate of revenues and expenses of the proposed budget by fund, department, program and line item for the presentation of a complete financial plan for the City to the Mayor and City Council at least 45 days prior to the consideration and adoption of the annual appropriations ordinance by the governing body.

Paul Wicht, 1708 Jerry Drive spoke in support.

City Administrator Mary Lou Brown explained the process of putting together a budget and suggested a Study Session be held to set a timeline for the 2014/2015 budget. Comments were made by Council concerning the timing of receiving the proposed budget last year. Also mentioned was the content in the budget. Finance Director Jaye Monter stated she recognized the need of a timely budget and would like to see a Study Session on this topic on February 18, 2014. City Attorney Bob Sivick stated this ordinance directed the Finance Director to prepare the budget but it was the City Administrators responsibility. He also said the 45 day deadline was a variable date.

Motion by Gericke, second by Paulick to approve Ordinance #9471.

City Clerk: Ordinance #9471 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Paulick, Gericke, Gilbert, Hehnke, Haase, and Donaldson voted aye. Councilmembers Minton, Stelk, Nickerson, and Mann voted no. Motion adopted.

City Clerk: Ordinance #9471 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmembers Paulick, Gericke, Gilbert, Hehnke, Haase, and Donaldson voted aye. Councilmembers Minton, Stelk, Nickerson, and Mann voted no. Motion adopted.

Mayor Vavricek vetoed the passage of the ordinance.

Motion by Gericke, second by Paulick that the decision of the Chair be overruled. Upon roll call vote, Councilmembers Paulick, Gericke, Gilbert, Hehnke, Haase, and Donaldson voted aye. Councilmembers Minton, Stelk, Nickerson, and Mann voted no. Motion failed.

Veto sustained. Ordinance not enacted.

Council took a recess at 9:08 p.m. and reconvened at 9:18 p.m.

#9472 – Consideration of Amending Grand Island City Code Section 2-36 Relative to Qualifications for the Position of City Administrator

Councilmember Gericke stated this change to City Code Section 2-36 would require a minimum qualification of experience for the position of City Administrator. If approved effective December 2, 2014, the minimum qualifications for the City Administrator would include not less than seven years of municipal management experience as a City Administrator and/or City Manager. This qualification may be waived only in the event of the appointment of an interim City Administrator who may serve for a period of time not to exceed six months.

Tom O'Neill, 2017 Barbara Avenue spoke in opposition. Paul Wicht, 1708 Jerry Drive and Lewis Kent, 624 Meves Avenue spoke in support.

City Attorney Bob Sivick stated he had concerns of laws created for one position. If approved this would affect future people in this position and other positions within the City. He stated Council had the right to accept or reject any appointments. Human Resources Director Brenda Sutherland cautioned the Council on making restrictions on this position because it could preclude some good candidates and limit options. A lengthy discussion was held by Council both in favor and against the 7 years of experience requirement.

Motion by Gericke, second by Haase to approve Ordinance #9472.

City Clerk: Ordinance #9472 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Paulick, Gericke, Haase, and Donaldson voted aye. Councilmembers Minton, Stelk, Gilbert, Nickerson, Hehnke, and Mann voted no. Motion failed.

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

Approving Minutes of January 14, 2014 City Council Special Meeting.

Approving Request for Liquor Manager Designation for Craig Jelinek, 1930 Santa Anita Drive with Riverside Golf Club, 2820 Riverside Drive.

Approving Request for Liquor Manager Designation for Margaret Stine, 6840 Shadow Ridge Road, Lincoln, NE with Applebee's Neighborhood Grill & Bar, 721 Diers Avenue.

#2014-11 – Approving Bid Award for Control Performance Software and Services at Platte Generating Station with Metso of Lansdale, PA in an amount of \$95,333.00.

#2014-12 – Approving Pipeline Crossing Agreement with the UPRR for Crossing at Garfield Street for Water Main Project 2014-W-1.

#2014-13 – Approving Change Order No. 2 for North Interceptor Phase 1; Project No. 2012-S-6 with Merryman Excavation, Inc. of Woodstock, IL for an Increase of \$27,033.17 and a Revised Contract Amount of \$8,471,688.17.

#2014-14 – Approving Design Services Contract for Kaufmann-Cummings Park – Community Development Block Grant Downtown Revitalization Phase II Grant Funds with Kinghorn Horticulture Services, Inc. of Omaha, NE in an Amount of \$9,000.00.

#2014-15 – Approving Bid Award with Turfwerks of Johnston, IA for (1) Commercial 120” Cut Rotary Turf Mower and (1) 3-Wheel Sports Field/Bunker Infield Rake in an Amount of \$62,441.30 and Bid Award with Van Wall Equipment of Omaha, NE for (1) Commercial 72” Cut Rotary Turf Mower in an Amount of \$29,673.00.

RESOLUTIONS:

#2014-16 - Consideration of Approving Contract for Cemetery Master Plan & Design Services. Parks & Recreation Director Todd McCoy reported that 14 years ago the Cemetery Trust Fund purchased 22 acres northwest of the current cemetery and there were less than 1,000 lots available. The 2013-14 Budget authorized up to \$65,000 to plan for the expanded Cemetery located in west Grand Island. Request for Qualifications (RFQ) for consulting firms to provide a master plan for the expansion of the Cemetery were received on October 20, 2013. Staff recommended hiring Confluence of Des Moines, IA in an amount of \$32,300.00.

Paul Wicht, 1708 Jerry Drive spoke in support.

Mr. McCoy answered questions concerning the decrease in revenue due to the trend of increasing cremations. Discussion was held by Council as to the need for a contract at this time. Mr. McCoy stated site selection was a part of the contract and that it would take time to transition to a new area. Cemetery Superintendent Mark Sands stated concerns regarding the lack of spaces in the current cemetery and those lots that required low to the ground markers which were not selling as well as those lots with upright markers.

Motion by Gericke, second by Minton to approve Resolution #2014-16. Upon roll call vote, Councilmembers Paulick and Gericke voted aye. Councilmembers Minton, Stelk, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Mann voted no. Motion failed.

PAYMENT OF CLAIMS:

Motion by Gilbert, second by Nickerson to approve the Claims for the period of January 15, 2014 through January 28, 2014, for a total amount of \$5,267,892.49. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 10:22 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-2

Approving Appointment of Tom O'Neill to the Citizens Advisory Review Committee

Mayor Vavricek has submitted the appointment of Tom O'Neill to the Citizens Advisory Review Committee to replace Mark Stelk who resigned his appointment. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2014. Mr. O'Neill meets the requirements for Committee members as stated in the Local Option Municipal Economic Development Act and specifically found in Section 18-2715(1) of the Nebraska Revised Statutes. A motion is in order.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-3

Approving Appointment of Councilmember Stelk to the Firefighters and Police Pension Committees

Mayor Vavricek has submitted the appointment of Councilmember Stelk to the Firefighters and Police Pension Committees as a City representative and non-participant in the pension plans. The appointment would become effective immediately upon approval by the City Council and would expire on December 31, 2016. A motion is in order.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-4

**#2014-17 - Approving Bid Award for Insertable Dust Collectors -
Crusher and Conveyor #3 Head Pulley at Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: February 11, 2014

Subject: Insertable Dust Collectors-Crusher and Conveyor #3
Head Pulley

Item #'s: G-4

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

Background

Platte Generating Station utilizes a conveyor system to transport coal from the point where train cars unload to the coal storage pile and additional conveyors to the coal storage bunkers. The conveyor system consists of five separate conveyors and a crusher.

This project involves installation of local dust collection systems on the crusher and conveyor #3 head pulley to alleviate airborne particles in those locations by removing dust from the air, compacting it by vacuum, and putting it back on the conveyor belt.

Discussion

The specifications for the Insertable Dust Collectors - Crusher and Conveyor #3 Head Pulley were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 28, 2014. The engineer's estimate for this project was \$60,000.00.

Bidder	Bid Price
Martin Engineering	\$ 58,371.00

The bid was reviewed by Utility Engineering Staff. It is compliant with the specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for Insertable Dust Collectors - Crusher and Conveyor #3 Head Pulley to Martin Engineering of Neponset, Illinois, as the low responsive bidder, with the bid in the amount of \$58,371.00.

Sample Motion

Move to approve the bid of \$58,371.00 from Martin Engineering for the Insertable Dust Collectors - Crusher and Conveyor #3 Head Pulley.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 28, 2014 at 2:15 p.m.
FOR: Insertable Dust Collectors-Crusher & Conveyor #3 Head Pulley
DEPARTMENT: Utilities
ESTIMATE: \$60,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: January 18, 2014
NO. POTENTIAL BIDDERS: 1

SUMMARY

Bidder: Martin Engineering
Neponset, IL
Bid Security: Cashier's Check
Exceptions: Noted

Bid Price:
Material: \$37,117.00
Labor: \$19,536.00
Sales Tax: \$ 1,718.00
Total Bid: \$58,371.00

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Pat Gericke, Utilities Admin. Assist.
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Ryan Schmitz, Utilities Dept.

P1706

RESOLUTION 2014-17

WHEREAS, the City of Grand Island invited sealed bids for Insertable Dust Collectors – Crusher and Conveyor #3 Head Pulley at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 28, 2014, bids were received, opened and reviewed; and

WHEREAS, Martin Engineering of Neponset, Illinois, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$58,371.00; and

WHEREAS, the bid of Martin Engineering is less than the estimate for the Insertable Dust Collectors – Crusher and Conveyor #3 Head Pulley, at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Martin Engineering, in the amount of \$58,371.00, for Insertable Dust Collectors – Crusher and Conveyor #3 Head Pulley, is hereby approved as the lowest responsible bid and the Mayor is hereby authorized to, on behalf of the City, execute the contract between the City of Grand Island and Martin Engineering.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-5

#2014-18 - Approving Bid Award for Pavement Markings for 2014

Staff Contact: John Collins, PE - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: February 11, 2014

Subject: Approving Bid Award for Annual Pavement Markings 2014 (Streets Division of the Public Works Department)

Item #'s: G-5

Presenter(s): John Collins, Public Works Director

Background

On January 17, 2014 the Streets Division of the Public Works Department advertised for bids for Annual Pavement Markings 2014. The bid package was sent to 12 potential bidders.

This contract will consist of painting traffic markings and lane lines on City of Grand Island owned roadways. This function is an important part of maintaining the roadway in a safe manner and has strict standards on size, location, color, and reflectivity set by the Manual on Uniform Traffic Control. Previously the Streets Division had a crew whose primary function was painting pavement markings.

Below is the breakdown of average annual operating costs and time dedicated to this function performed by the Streets Division. These costs do not include items such as temporary traffic control devices or downtime for equipment repair/maintenance.

*Average Annual Operating Cost and Time (Actual cost varies greatly from year to year)		
Operating Cost	Material	\$22,611
	Labor	\$30,134
	Equipment (maintenance and fuel only)	\$3,208
	Total Operating Cost	\$55,953
Time	Labor Hours	1,402
	**2-man crew weeks	18
	**3-man crew weeks	12

*Average derived from most recent five years.

** Week assumed to be five days, eight hours per day.

Discussion

Contracting this function has many benefits to the Streets Division and the community. This contract will “free-up” approximately 12 weeks for three staff members to be dedicated to other functions. Two staff members will become the full-time crew for cleaning storm sewer with the new combination flusher/cleaner truck that will be arriving this spring. The third staff member will be assigned to traffic sign work, assisting with locates & work zone traffic control, and will be the substitute for the storm sewer maintenance crew.

The community will benefit from the shorter timeline, fewer work zones during high traffic volume hours, and higher quality product. The contractor will be limited to working during low traffic volume hours reducing traffic disruption and work zones during busy times of day. The quality of the markings, including retroreflectivity, will be greater with the specialized equipment that the contractor will be using, increasing safety.

Two (2) bids were received and opened on February 5, 2014 and reviewed by Public Works’ staff. Bid summary is listed below and the bid tabulations can be found in Attachment A.

<i>Bidder</i>	<i>Total Bid</i>
Straight-Line Striping, Inc. of Grand Island, NE	\$59,598.73
Highway Signs, Inc. of Omaha, NE	\$127,614.38

The lowest bid total was \$9,598.73 over the estimate. This overage is due to lack of historic bid information since this is the first year this function will be contracted. The price per foot for lane lines is easier to determine based on application rates and distances, but the cost to apply symbols (i.e. arrows, railroad crossing markings) is more difficult since it is labor intensive. If awarded to the low bidder the cost of this function would increase approximately \$4,000 from the average. Construction materials, including glass beads and roadway paint, increase each year so the cost for Streets to perform this function this year would be closer to the low bid amount than the average.

Funds are available in account No. 10033505-85312.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve awarding the contract for Annual Pavement Markings 2014 to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$59,598.73.

Sample Motion

Move to approve awarding contract to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$59,598.73.

RESOLUTION 2014-18

WHEREAS, the City of Grand Island invited sealed bids for Pavement Markings 2014, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 5, 2014, bids were received, opened and reviewed; and

WHEREAS, Straight-Line Striping, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$59,598.73; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Straight-Line Striping, Inc. of Grand Island, Nebraska, in the amount of \$59,598.73 for Pavement Markings 2014 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and 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, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney

ATTACHMENT A

Annual Pavement Markings 2014

City of Grand Island Streets Division

Opening Date: February 5, 2014

				BIDDER		Highway Signs, Inc.		Straight-Line Striping, Inc.	
						Omaha, NE		Grand Island, NE	
BID SECTION 1 – PAVEMENT MARKING LANE LINES	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	(PAINT) (WT) (4")	436,814	LF	\$0.12	\$52,417.68	\$0.06	\$26,208.84		
	(PAINT) (WT) (6")	100	LF	\$2.00	\$200.00	\$0.37	\$37.00		
	(PAINT) (WT) (8")	100	LF	\$2.00	\$200.00	\$0.37	\$37.00		
	(PAINT) (WT) (12")	2,381	LF	\$0.42	\$1,000.02	\$0.43	\$1,023.83		
	(PAINT) (WT) (24")	3,752	LF	\$0.25	\$938.00	\$0.86	\$3,226.72		
	(PAINT) (YEL) (4")	230,739	LF	\$0.12	\$27,688.68	\$0.06	\$13,844.34		
	(PAINT) (YEL) (6")	100	LF	\$2.00	\$200.00	\$0.37	\$37.00		
	(PAINT) (YEL) (8")	100	LF	\$2.00	\$200.00	\$0.37	\$37.00		
	(PAINT) (YEL) (12")	100	LF	\$2.00	\$200.00	\$0.43	\$43.00		
	(PAINT) (YEL) (24")	100	LF	\$3.00	\$300.00	\$0.86	\$86.00		
	TOTAL					\$83,344.38		\$44,580.73	
BID SECTION 2 – PAVEMENT MARKING SYMBOLS	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	(PAINT) (WT) (SINGLE ARROW)	431	EACH	\$70.00	\$30,170.00	\$29.50	\$12,714.50		
	(PAINT) (WT) (COMBO ARROW)	5	EACH	\$110.00	\$550.00	\$46.15	\$230.75		
	(PAINT) (WT) (ONLY)	5	EACH	\$110.00	\$550.00	\$46.15	\$230.75		
	(PAINT) (WT) (RR X-ING)	20	EACH	\$300.00	\$6,000.00	\$92.10	\$1,842.00		
	TOTAL					\$37,270.00		\$15,018.00	
BID SECTION 3 - OTHER	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	MOBILIZATION – Spring Season	1	LS	\$3,500.00	\$3,500.00	\$0.00	\$0.00		
	MOBILIZATION – Fall Season	1	LS	\$3,500.00	\$3,500.00	\$0.00	\$0.00		
	TOTAL					\$7,000.00		\$0.00	
BID TOTAL (BID SECT 1 + BID SECT 2 + BID SECT 3)				\$127,614.38		\$59,598.73			



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: February 5, 2014 at 2:00 p.m.
FOR: Annual Pavement Markings 2014
DEPARTMENT: Public Works
ESTIMATE: \$50,000.00
FUND/ACCOUNT: 10033505-85213
PUBLICATION DATE: January 17, 2014
NO. POTENTIAL BIDDERS: 12

SUMMARY

Bidder:	<u>Highway Signs, Inc.</u> Omaha, NE	<u>Straight-Line Striping, Inc.</u> Grand Island, NE
Bid Security:	Merchants Bonding Co.	RLI Insurance Co.
Exceptions:	None	None
Bid Price:		
Section 1:	\$ 83,344.38	\$44,580.73
Section 2:	\$ 37,270.00	\$15,018.00
Section 3:	\$ 7,000.00	<u>No Bid</u>
Bid Total:	\$127,614.38	\$59,598.73

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Shannon Callahan, Street Superintendent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director

P1705



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-6

#2014-19 - Approving Bid Award for Concrete Ready-Mix for 2014

Staff Contact: John Collins, PE - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: February 11, 2014

Subject: Approving Bid Award for Concrete Ready-Mix for 2014

Item #'s: G-6

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

Background

On January 21, 2014 the Street Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with in-house concrete repairs throughout the calendar year 2014. There were two (2) potential bidders. The concrete ready-mix is used by the City's concrete patching crew.

Discussion

Two (2) bids were received and opened on February 5, 2014. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Unit Prices</i>
Gerhold Concrete Co., Inc. of Grand Island, NE	None	\$83.00 per cubic yard
Consolidated Concrete Co. of Grand Island, NE	None	\$86.00 per cubic yard

Gerhold Concrete Co., Inc. of Grand Island, Nebraska provided the lowest bid.

The estimated quantity of Portland Cement Concrete Ready-Mix required for 2014 is 1,500 cubic yards; for an estimated total cost of \$124,500.00 for the 2014 year.

The submitted bids are within 4% of each other and the estimate provided, therefore both bids are considered fair and reasonable.

There are sufficient funds in Account No. 10033503-85547 to purchase this material.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the purchase of the Portland cement concrete ready-mix to Gerhold Concrete Co., Inc. of Grand Island, Nebraska in the amount of \$83.00 per cubic yard.

Sample Motion

Move to approve the resolution.



Jason Eley, Purchasing Agent

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BID OPENING

BID OPENING DATE: February 5, 2014 at 2:30 p.m.
FOR: Concrete Ready-Mix for 2014
DEPARTMENT: Public Works
ESTIMATE: \$80.00 per cubic yard - \$120,000 season total
FUND/ACCOUNT: 10033503-85547
PUBLICATION DATE: January 21, 2014
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Gerhold Concrete Co., Inc.</u> Grand Island, NE	<u>Consolidated Concrete Co.</u> Grand Island, NE
Exceptions:	None	None
Bid Price:	\$83.00	\$86.00

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

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

P1708

R E S O L U T I O N 2014-19

WHEREAS, the City of Grand Island invited sealed bids for furnishing Portland Cement Concrete Ready-Mix for 2014 for the Streets Division of the Public Works Department, according to specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 5, 2014, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., 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 \$83.00 per cubic yard; and

WHEREAS, the total cost based on the estimated usage of 1,500 cubic yards for the 2014 construction season at the above-identified price, is estimated at \$124,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gerhold Concrete Co., Inc. of Grand Island, Nebraska, in the amount of \$83.00 per cubic yard for Portland Cement Concrete Ready-Mix is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the contract for such project between the City and such contractor be entered into, and 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, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-7

#2014-20 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2014

Staff Contact: John Collins, PE - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: February 11, 2014

Subject: Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2014

Item #'s: G-7

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

Background

On January 21, 2014 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the calendar year 2014. There were seven (7) potential bidders. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

Discussion

Three (3) bids were received and opened on February 5, 2014. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>	
O.K. Paving, Inc. of Hordville, NE	None	Bid Price	\$850,260.00
		Labor (per hour)	\$50.00
		Skid Steer Loader (per hour)	\$50.00
		Front End Loader (per hour)	\$110.00
		Backhoe (per hour)	\$110.00
		Dump Truck-10 c.y. (per hour)	\$130.00
The Diamond Engineering Co. of Grand Island, NE	None	Bid Price	\$1,046,876.00
		Labor (per hour)	\$45.00
		Skid Steer Loader (per hour)	\$40.00
		Front End Loader (per hour)	\$95.00
		Backhoe (per hour)	\$120.00
		Dump Truck-10 c.y. (per hour)	\$95.00

Interstate Improvements, Inc.	None	Bid Price	\$1,672,845.00
		Labor (per hour)	\$44.30.00
		Skid Steer Loader (per hour)	\$91.38
		Front End Loader (per hour)	\$95.68
		Backhoe (per hour)	\$113.28
		Dump Truck-10 c.y. (per hour)	\$88.00

There are sufficient funds in Account No. 10033506-85351 (Concrete Repair), 10033504-85318 (Storm Sewer Repair), 10033503-85318 (Curb & Gutter), and 10033503-85547 (Street Repair Materials) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2013/2014, the scope of work for this contract will be scaled down accordingly.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract to O.K. Paving, Inc. of Hordville, Nebraska in the amount of \$850,260.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2014-20

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2014, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 5, 2014, bids were received, opened and reviewed; and

WHEREAS, OK Paving of Hordville, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$850,260.00; and

WHEREAS, OK Paving's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of OK Paving of Hordville, Nebraska, in the amount of \$850,260.00 for Concrete Pavement and Storm Sewer Repairs 2014 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and 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, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney

Attachment A

Bid Tabulations

Concrete Pavement and Storm Sewer Repair 2014

City of Grand Island Streets Division

Opening Date: February 5, 2014

Vendor				Interstate Improvement, Inc. Faribault, MN		The Diamond Engineering Co Grand Island, NE		OK Paving, Inc. Hordville, NE	
Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Remove 6" & replace with 7" concrete pavement (less than 6.0 SY)	40	SY	\$92.50	\$3,700.00	\$55.35	\$2,214.00	\$45.00	\$1,800.00
2	Remove 6" & replace with 7" concrete pavement (more than 6.0 SY)	17,000	SY	\$82.50	\$1,402,500.00	\$48.86	\$830,620.00	\$40.65	\$691,050.00
3	Cost per inch over 7" thickness concrete pavement	600	SY	\$6.50	\$3,900.00	\$6.15	\$3,690.00	\$5.25	\$3,150.00
4	Remove and replace concrete curb and gutter – 22"	2,500	LF	\$35.00	\$87,500.00	\$19.25	\$48,125.00	\$15.10	\$37,750.00
5	Remove and replace concrete curb and gutter – 30"	200	LF	\$40.00	\$8,000.00	\$23.30	\$4,660.00	\$15.75	\$3,150.00
6	Remove and replace vertical curb	300	LF	\$40.00	\$12,000.00	\$28.05	\$8,415.00	\$30.00	\$9,000.00
7	Remove and replace concrete sidewalk – 4" (less than 40 SF)	400	SF	\$8.00	\$3,200.00	\$5.75	\$2,300.00	\$6.00	\$2,400.00
8	Remove and replace concrete sidewalk – 4" (more than 40 SF)	2,500	SF	\$6.75	\$16,875.00	\$5.00	\$12,500.00	\$5.50	\$13,750.00
9	Furnish and install 2'x4' detectable warning plates RED in color.	150	EA	\$125.00	\$18,750.00	\$207.05	\$31,057.50	\$125.00	\$18,750.00
10	Build integral concrete curb	3,200	LF	\$10.00	\$32,000.00	\$2.50	\$8,000.00	\$2.55	\$8,160.00
11	Pavement saw cut (less than 30 LF)	800	LF	\$1.20	\$960.00	\$4.70	\$3,760.00	\$4.00	\$3,200.00
12	Pavement saw cut (more than 30 LF)	800	LF	\$1.20	\$960.00	\$4.00	\$3,200.00	\$4.00	\$3,200.00
13	Remove and replace RCP pipe – 12" (less than 7-1/2 FT lengths)	100	LF	\$54.00	\$5,400.00	\$62.85	\$6,285.00	\$55.00	\$5,500.00
14	Remove and replace RCP pipe – 12" (greater than 7-1/2 FT lengths)	100	LF	\$41.00	\$4,100.00	\$51.45	\$5,145.00	\$45.00	\$4,500.00

Attachment A

Bid Tabulations

Concrete Pavement and Storm Sewer Repair 2014

City of Grand Island Streets Division

Opening Date: February 5, 2014

Vendor				Interstate Improvement, Inc. Faribault, MN		The Diamond Engineering Co Grand Island, NE		OK Paving, Inc. Hordville, NE	
Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
15	Remove and replace RCP pipe – 15" (less than 7-1/2 FT lengths)	100	LF	\$57.00	\$5,700.00	\$67.90	\$6,790.00	\$46.00	\$4,600.00
16	Remove and replace RCP pipe – 15" (greater than 7-1/2 FT lengths)	100	LF	\$44.00	\$4,400.00	\$55.95	\$5,595.00	\$43.00	\$4,300.00
17	Concrete collars on pipe junctions(through 15")	10	EA	\$875.00	\$8,750.00	\$280.00	\$2,800.00	\$250.00	\$2,500.00
18	Remove and replace Type "B" inlet	20	EA	\$1,950.00	\$39,000.00	\$1,805.00	\$36,100.00	\$650.00	\$13,000.00
19	Furnish and install Pre-cast concrete lid Type "D" inlet	20	EA	\$645.00	\$12,900.00	\$951.00	\$19,020.00	\$750.00	\$15,000.00
20	Adjust manholes to grade (concrete to grade)	10	EA	\$225.00	\$2,250.00	\$660.00	\$6,600.00	\$550.00	\$5,500.00
TOTAL BID				\$1,672,845.00		\$1,046,876.50		\$850,260.00	

Item	Description	HOURLY RATE	HOURLY RATE	HOURLY RATE
21	Labor	\$44.30	\$45.00	\$50.00
22	Skid Steer Loader	\$91.38	\$40.00	\$50.00
23	Front End Loader	\$95.68	\$95.00	\$110.00
24	Backhoe	\$113.28	\$120.00	\$110.00
25	Dump Truck- 10 CY	\$88.00	\$95.00	\$130.00



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 5, 2014 at 2:45 p.m.

FOR: Concrete Pavement & Storm Sewer Repair 2014

DEPARTMENT: Public Works

ESTIMATE: \$650,000.00 2013/2014
\$250,000.00 2014/2015
\$900,000.00

FUND/ACCOUNT: 10033503-85318 (Curb, Gutter & Sidewalk)
10033503-85547 (Street Repair Materials)
10033504-85318 (Storm Sewer Repair)
10033506-85351 (Contract Concrete Repair)

PUBLICATION DATE: January 21, 2014

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Interstate Improvement, Inc.</u> Faribault, MN	<u>The Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Travelers Casualty & Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$1,672,845.00	\$1,046,876.50
Labor:	\$ 44.30 per hr	\$45.00 per hr
Sid Steer Loader:	\$ 91.38 per hr	\$40.00 per hr
Front End Loader:	\$ 95.68 per hr	\$95.00 per hr
Backhoe:	\$113.28per hr	\$120.00 per hr
Dump Truck-10 CY:	\$ 88.00 per hr	\$95.00 per hr

Bidder: O.K. Paving, Inc.
Bid Security: Hordville, NE
Exceptions: Cashier's Check
None

Bid Price: \$850,260.00
Labor: \$50.00 per hr
Sid Steer Loader: \$50.00 per hr
Front End Loader: \$110.00 per hr
Backhoe: \$110.00 per hr
Dump Truck-10 CY: \$130.00 per hr

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

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

P1709



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-8

#2014-21 - Approving Acquisition of Public Right-of-Way in Section 24, Township 11 North, Range 10 (Little B's Corporation)

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

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

RESOLUTION 2014-21

WHEREAS, public right-of-way is being acquired by the City of Grand Island from Little B's Corporation to allow for improved drainage by connecting the initial phase of the Moores Creek Drainway to the Westgate Road area and eliminating the ditch section, described as follows:

AN UNPLATTED TRACT LOCATED IN THE NORTHWEST QUARTER (NW ¼) OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW ¼, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N88°43'39"E ALONG THE NORTH LINE OF SAID NW ¼ A DISTANCE OF 135.00 FEET; THENCE S01°08'02"E A DISTANCE OF 1288.68 FEET; THENCE N88°47'22"E A DISTANCE OF 694.44 FEET; THENCE S01°10'49"E A DISTANCE OF 45.00 FEET TO THE NORTHWEST CORNER OF WESTGATE NINTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S01°10'49"E ALONG A WESTERLY LINE OF SAID WESTGATE NINTH SUBDIVISION A DISTANCE OF 45.00 FEET; THENCE S88°47'22"W A DISTANCE OF 829.51 FEET TO A POINT ON THE WEST LINE OF SAID NW ¼; THENCE N01°08'02"W ALONG SAID WEST LINE A DISTANCE OF 1378.54 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 248,616 SQUARE FEET OR 5.71 ACRES MORE OR LESS OF WHICH 48,859 SQUARE FEET OR 1.12 ACRES MORE OR LESS ARE EXISTING COUNTY ROAD RIGHT-OF-WAY.

WHEREAS, an agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement, in the amount of \$43,900.00, for the public right-of-way on the above described tracts of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

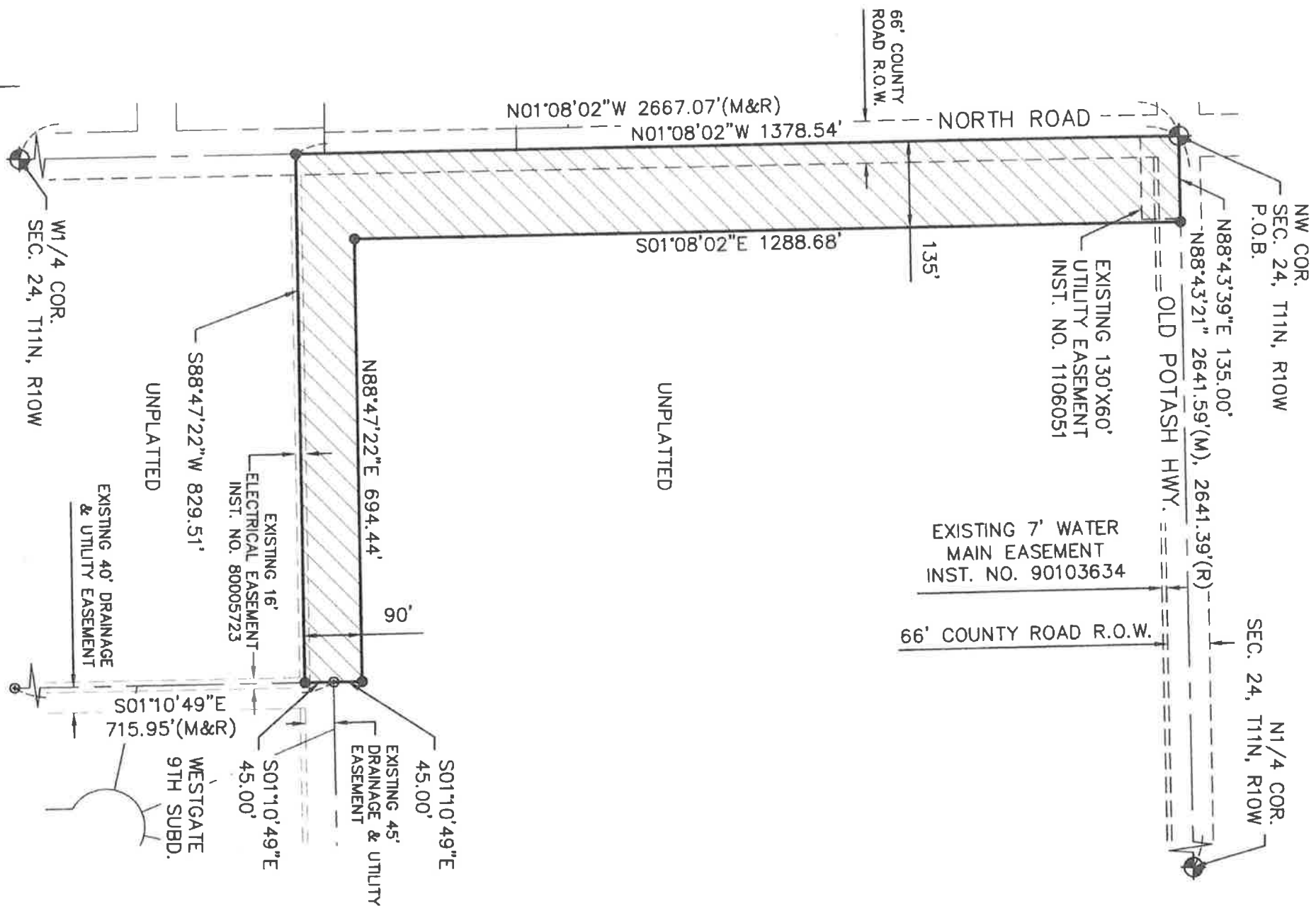
Attest:

Nicki Stoltenberg, Assistant to the City Administrator

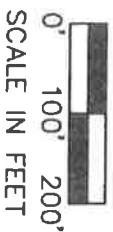
Approved as to Form	☐	_____
February 9, 2014	☐	City Attorney

SURVEY RECORD

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



- LEGEND**
- ⊙ FOUND PROPERTY CORNER
 - ⊙ SET PROPERTY CORNER
 - ⊙ SECTION CORNER
 - (M) MEASURED DISTANCE
 - (R) RECORDED DISTANCE



SHEET 1 OF 2

DWG: F:\projects\013-2010_PBIN\Final_Plot\0132010_ROW-DITCH.dwg USER: zloomis
 DATE: Nov 27, 2013 11:46am XREFS: 0132010-ROW

OLSSON
 ASSOCIATES

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

SURVEY RECORD
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF AN UNPLATTED TRACT LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 10 WEST OF 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW1/4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N88°43'39"E ALONG THE NORTH LINE OF SAID NW1/4 A DISTANCE OF 135.00 FEET; THENCE S01°08'02"E A DISTANCE OF 1288.68 FEET; THENCE N88°47'22"E A DISTANCE OF 694.44 FEET; THENCE S01°10'49"E A DISTANCE OF 45.00 FEET TO THE NORTHWEST CORNER OF WESTGATE NINTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S01°10'49"E ALONG A WESTERLY LINE OF SAID WESTGATE NINTH SUBDIVISION A DISTANCE OF 45.00 FEET; THENCE S88°47'22"W A DISTANCE OF 829.51 FEET TO A POINT ON THE WEST LINE OF SAID NW1/4; THENCE N01°08'02"W ALONG SAID WEST LINE A DISTANCE OF 1378.54 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 248.616 SQUARE FEET OR 5.71 ACRES MORE OR LESS OF WHICH 48.859 SQUARE FEET OR 1.12 ACRES MORE OR LESS ARE EXISTING COUNTY ROAD RIGHT-OF-WAY.



JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

November 27th, 2013
DATE

SECTION CORNER TIES

N1/4 COR. SEC. 24, T11N, R10W

FOUND ALUMINUM CAP

42.71' SSE TO 'X' NAILS IN POWER POLE

46.54' SE TO HYDRANT OPERATING NUT

42.12' NNW TO 'X' NAILS IN WOOD POST

32.49' N TO NAIL IN POWER POLE

NW COR. SEC. 24, T11N, R10W

FOUND ALUMINUM CAP

45.80' NW TO MAG NAIL W/WASHER IN FENCE POST

53.88' TO MAG NAIL W/WASHER IN GUY POLE

69.57' TO HYDRANT OPERATING NUT

51.76' TO MAG NAIL W/WASHER IN POWER POLE

W1/4 COR. SEC. 24, T11N, R10W

FOUND ALUMINUM CAP

39.98' E TO FOUND 1/2" PIPE

32.62' W TO HYDRANT OPERATING NUT

39.96' W TO FOUND 1/2" PIPE W/PLASTIC CAP

34.06' E TO RED HEAD IN TOP OF WOOD POST

40.31' W TO MAG NAIL IN FENCE POST

SHEET 2 OF 2



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-9

#2014-22 - Approving Acquisition of Utility Easements in Copper Creek Estates 3rd Subdivision (The Guarantee Group, LLC)

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

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

RESOLUTION 2014-22

WHEREAS, a utility easement is required by the City of Grand Island, from The Guarantee Group, LLC, in the Copper Creek Estates 3rd Subdivision, Hall County, Nebraska, described as follows:

A TRACT OF LAND COMPRISING A PART OF LOTS THIRTY NINE (39), FORTY (40), FORTY ONE (41), COPPER CREEK ESTATES THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT THIRTY NINE (39); THENCE RUNNING EASTERLY ON THE NORTH LINE OF SAID LOT THIRTY NINE (39), A DISTANCE OF TEN (10.00) FEET; THENCE RUNNING SOUTHERLY PARALLEL WITH AND TEN (10.00) FEET EAST OF THE WEST LINE OF SAID LOTS THIRTY NINE (39), FORTY (40) AND FORTY ONE (41), A DISTANCE OF TWO HUNDRED TWENTY SIX AND FORTY SEVEN HUNDREDTHS (226.47) FEET; THENCE RUNNING SOUTHEASTERLY PARALLEL WITH AND TEN (10.00) FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOT FORTY ONE (41), A DISTANCE OF ELEVEN AND NINETY SIX HUNDREDTHS (11.96) FEET; THENCE RUNNING EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT FORTY ONE (41), A DISTANCE OF EIGHT AND FIFTY FIVE HUNDREDTHS (8.55) FEET; THENCE RUNNING SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT FORTY ONE (41), A DISTANCE OF TEN (10.00) FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LOT FORTY ONE (41); THENCE RUNNING WESTERLY ON THE SOUTH LINE OF SAID LOT FORTY ONE (41), A DISTANCE OF TEN (10.00) FEET; TO THE NORTHWEST CORNER OF LOT FORTY TWO (42), COPPER CREEK ESTATES THIRD SUBDIVISION; THENCE RUNNING NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF SAID LOT FORTY ONE (41), A DISTANCE OF TWENTY AND EIGHTY NINE HUNDREDTHS (20.89) FEET, TO THE SOUTHWESTERLY CORNER OF SAID LOT FORTY ONE (41); THENCE RUNNING NORTHERLY OF THE WEST LINE OF LOTS THIRTY NINE (39), FORTY (40), AND FORTY ONE (41), A DISTANCE OF TWO HUNDRED THIRTY THREE AND EIGHTY FOUR HUNDREDTHS (233.84) FEET, TO THE POINT OF BEGINNING AND CONTAINING 0.059 ACRES (2559 SQ. FT.) MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the utility easement on the above described tract of land.

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

- - -

Approved as to Form	by _____
February 9, 2014	City Attorney

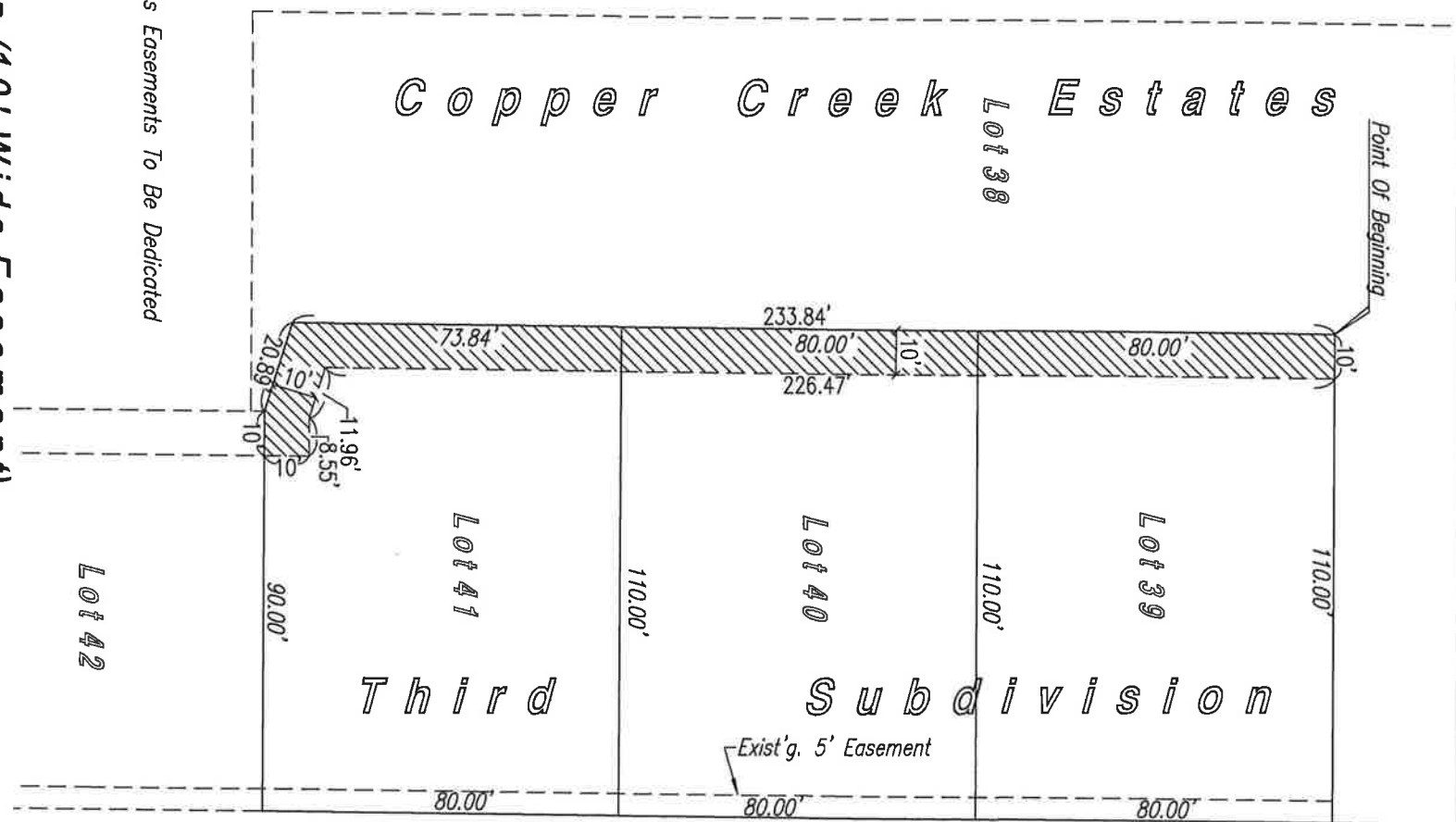
Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Pt. NW1/4, Sec. 23, T11N - R10W
Unplatted



LEGEND
 -Indicates Easements To Be Dedicated

Description (10' Wide Easement)

A tract of land comprising a part of Lots Thirty Nine (39), Forty (40) and Forty One (41), Copper Creek Estates Third Subdivision, in the City of Grand Island, Nebraska and more particularly described as follows:

Beginning at the northwest corner of said Lot Thirty Nine (39); thence running easterly on the north line of said Lot Thirty Nine (39), a distance of Ten (10.00) feet; thence running southerly parallel with and Ten (10.00) feet east of the west line of said Lots Thirty Nine (39), Forty (40) and Forty One (41), a distance of Two Hundred Twenty Six and Forty Seven Hundredths (226.47) feet; thence running southeasterly parallel with and Ten (10.00) feet northeasterly from the southwesterly line of said Lot Forty One (41), a distance of Eleven and Ninety Six Hundredths (11.96) feet; thence running easterly parallel with the southerly line of said Lot Forty One (41), a distance of Eight and Fifty Five Hundredths (8.55) feet; thence running southerly parallel with the west line of said Lot Forty One (41), a distance of Ten (10.00) feet, to a point on the southerly line of said Lot Forty One (41); thence running westerly on the south line of said Lot Forty One (41), a distance of Ten (10.00) feet; to the northwest corner of Lot Forty Two (42), Copper Creek Estates Third Subdivision; thence running northwesterly on the southwesterly line of said Lot Forty One (41), a distance of Twenty and Eighty Nine Hundredths (20.89) feet, to the southwesterly corner of said Lot Forty One (41); thence running northerly of the west line of Lots Thirty Nine (39), Forty (40) and Forty One (41), a distance of Two Hundred Thirty Three and Eighty Four Hundredths (233.84) feet, to the point of beginning and containing 0.059 acres (2559 Sq. Ft.) more or less.

Date : January 21, 2014

Exhibit 'A'

Sheet No. 1 Of 1



2610 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 549
 E-MAIL: surveyor@ccousa.net PHONE (308) 382-1472 FAX (308) 382-1423

Scale : 1" = 40'



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-10

#2014-23 - Approving Change Order No. 3 for the Walk to Walnut Safe Routes to School Project

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: February 11, 2014

Subject: Approving Change Order No. 3 for the Walk to Walnut Safe Routes to School Project

Item #'s: G-10

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

Background

All agreements must be approved by the City Council.

The Walk to Walnut project realigned the main driveway to Walnut Middle School with the intersection of 15th Street and Custer Avenue and installed traffic signals. This project is mostly funded with Safe Routes to School (SRTS) funds authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users (SAFETEA-LU). These funds are administered by the Nebraska Department of Road (NDOR).

The original funding limit for this project was set at \$249,004.00. The funding limit was removed and 100% of eligible costs for construction, construction engineering and utility relocation costs are being paid through SRTS funds. On June 11, 2013, City Council approved concurrence of the bid award with NDOR to the Diamond Engineering Company for the construction contract of \$337,104.36.

On October 8, 2013, City Council approved Change Order No. 1 through Resolution No. 2013-333. Change Order No. 1 provided for replacement of deteriorated concrete pavement on Custer Avenue. Change Order No. 1 resulted in a revised contract amount of \$376,263.77.

On October 22, 2013, City Council approved Change Order No. 2 through Resolution No. 2013-344. Change Order No. 2 provided for placement of additional embankment to cover sandy soil that was under the pavement that was removed at the location of the former driveway. Change Order No. 2 resulted in a revised contract amount of \$384,058.67.

Discussion

As per Change Order No. 1, most of the concrete pavement replaced on Custer Avenue was not eligible to be paid for by federal funds. Accordingly, the change order included the item “8” Concrete Pavement, Class 47B-3500 (Participating)” as the amount to be paid for by federal funds, and the item “8” Concrete Pavement, Class 47B-3500 (Non-participating)” as the amount to be paid for by local funds.

The item “Subgrade Preparation,” which is the item for mixing, compacting and trimming the subgrade under new pavement, should have also been split into participating and non-participating items. Change Order No. 3 is being processed to correct this oversight. The item “Subgrade Preparation (Non-participating)” will be paid for by Capital Improvement Funds.

The approval of Change Order No. 3 for an amount of \$1,951.64 will result in a revised contract amount of \$386,010.31.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 3 for the Walk to Walnut Safe Routes to School Project.

Sample Motion

Move to approve the resolution.

January 30, 2014

City of Grand Island
Scott Griepenstroh
100 E First Street
Grand Island, Nebraska 68801

RE: Project SRTS-40(57), CN 42521
Grand Island-Walnut Middle School
Change Order #3

Dear Scott,

Attached are three signed copies of change order #3. Please proceed with obtaining the City's signatures and forward the signed copies to Jason Rotter for further processing.

Should you have any questions, please call.

Sincerely,

THE SCHEMMER ASSOCIATES
ARCHITECTS | ENGINEERS | PLANNERS



Doug Holle
Project Manager

**Nebraska Department of Roads
Change Order Report**

Date: 1/28/2014

Page: 1 of 2

Contract ID: 4521Y Change Order Nbr: 003
Change Order Description: Add non-participating subgrade preparation

CO/SA #: _____ Potential for Design Error/Omission: Yes

Vendor: 0013 THE DIAMOND ENGINEERING COMPANY

Primary Project Information: 42521 000 SRTS-40(57)

Primary Project Location: GRAND ISLAND WALNUT MIDDLE SCHOOL

Contract Desc: GRAC CONC PAVE CULV ELEC

Change Order Approval Date: _____ Letting Date: 05.23.2013

Change Order Type: SUPPLEMENTAL AGREEMENT

Force Acct ID: 0 Zero Dollar Change Order: N

Project Information: 42521 000 SRTS-40(57)

Project Location: GRAND ISLAND WALNUT MIDDLE SCHOOL

Item Nbr	Catg	Funds	Item Code	Unit	Unit Price	Bid Qty	Total Apprvd Qty	This CO Qty	Amount of Change	
0030	0030	P	9173.20	SY	\$3.88	1,482.000	1,482.000	110.000	This Change:	\$426.80
Item Description			Suppl Description			CO Item Description			Prev Revised:	\$0.00
SUBGRADE PREPARATION						overrun of subgrade preparation (participating)			New Revised:	\$426.80
									Bid Amount:	\$5,750.16
									Revised Total:	\$6,176.96
									Pct Change:	7.42%
4007	0031	NP	9173.20	SY	\$3.88	0.000	0.000	393.000	This Change:	\$1,524.84
Item Description			Suppl Description			CO Item Description			Prev Revised:	\$0.00
SUBGRADE PREPARATION			non-participating			Subgrade Preparation			New Revised:	\$1,524.84
									Bid Amount:	\$0.00
									Revised Total:	\$1,524.84
									Pct Change:	0.0%

Total Value for Change Order 003

\$1,951.64

We hereby request approval of changes in the plans, specifications, or work not included in the plans or contract, described as follows:

It has been discovered that change order #1 failed to add the non-participating subgrade preparation item to the contract associated with the non-participating 8" pavement item in change order #1. In addition, change order #1 increased the estimated quantity of 8" pavement that was participating but failed to increase the quantity of subgrade preparation (participating)

The existing unit price of \$3.88/SY for subgrade preparation will be used for the non-participating subgrade preparation unit price.

The agreed unit price(s) shall be full compensation for all material, labor equipment, tools and incidentals necessary to complete the work.

No additional working days or calendar days to the contract time allowance are being granted. Additional working day consideration is not applicable to this change.

The FHWA has been notified of this change order.

Nebraska Department of Roads
Change Order Report

Date: 1/28/2014

Page: 2 of 2

Contract ID: 4521Y

Change Order Nbr: 003

Change Order Description: Add non-participating subgrade preparation

Change Order Signature Page



1-30-14

Project Manager

Date

LPA Responsible Charge

Date

State Representative

Date

District Engineer

Date

Contractor name and title

Date

Mayor

Date

City Clerk

Date

R E S O L U T I O N 2014-23

WHEREAS, on June 11, 2013, by Resolution 2013-177, the City Council of the City of Grand Island approved concurrence of bid award with the Nebraska Department of Roads (NDOR) to the Diamond Engineering Company of Grand Island, Nebraska, for the bid in the amount of \$337,104.36 for the Walk to Walnut Safe Routes to School Project; and

WHEREAS, on October 8, 2013, by Resolution 2013-333, the Grand Island City Council approved Change Order No. 1 for such project, in the amount of \$39,159.41, resulting in a revised contract price of \$376,263.77; and

WHEREAS, on October 22, 2013, by Resolution 2013-344, the Grand Island City Council approved Change Order No. 2 for such project, in the amount of \$7,794.90, for a revised contract price of \$384,058.67; and

WHEREAS, it has been determined that additional work is necessary to complete such project; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$1,951.64 for a revised contract price of \$386,010.31; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 3 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska on the Walk to Walnut Safe Routes to School project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form <input type="checkbox"/> _____ February 9, 2014 <input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item G-11

#2014-24 - Approving Agreement Amendment No. 1 with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System from Wildwood Subdivision to Interstate 80 (District No. 530T)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 11, 2014

Subject: Approving Agreement Amendment No. 1 with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System from Wildwood Subdivision to Interstate 80 (District No. 530T)

Item #'s: G-11

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

Background

City Council approved an Interlocal Agreement with Hall County on September 10, 2013 by Resolution No. 2013-309 for SID No. 2. This political subdivision was formed by property and business owners interested in extended sanitary sewer services south of the City limits along Highway 281 and filed in Hall County on July 22, 2013.

The Interlocal Agreement between the SID No. 2 and the City of Grand Island requires the City to design the sanitary sewer section of this project, which will be paid for by a State Revolving Fund (SRF) loan. Funds received from SID No. 2 will repay the SRF loan.

On August 14, 2012, by Resolution No. 2012-206 City Council approved an agreement in the amount of \$172,550.00, with Olsson Associates of Grand Island, Nebraska for engineering consulting services for the extension of Grand Island's public sanitary sewer system from Wildwood Subdivision to Interstate.

The scope of this agreement entailed coordination with the Nebraska Department of Environmental Quality (NDEQ) regarding the State Revolving Funds (SRF), easement acquisition, geotechnical investigation, sanitary sewer design, project permitting, bid phase services, construction observation, construction administration services, and project close-out for the US Highway 281 sanitary sewer extension.

A portion of the original agreement includes the Wildwood Subdivision sanitary sewer extension construction administration services, construction observation, and project close-out.

Discussion

In order for the City to receive the SRF loan the Nebraska Department of Environmental Quality (NDEQ) requires that the City manage, design, observe construction, and closeout the SID portion of this sanitary sewer extension. The City will then own and maintain the infrastructure.

Amendment No.1 to the original agreement is being brought forward to include engineering consulting services related to the Sewer Improvement District (SID) on both the north and south side of Interstate 80. Further coordination is necessary with NDEQ for the SRF funding, as well as easement acquisition, geotechnical investigation, demolition of two existing private wastewater package plants and lift stations, design of two City of Grand Island standard lift stations, sanitary sewer force main design, project permitting, bid phase services, construction administration services, construction observation, and project close-out for the SID force main portion of the sanitary sewer extension to the SID No. 2. Such Amendment No. 1 is in the amount of \$267,035.00, resulting in a revised agreement total of \$502,185.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 1 to the agreement with Olsson Associates of Grand Island, Nebraska and pass a resolution authorizing the Mayor to sign the agreement, for a total amount of \$267,035.00.

Sample Motion

Move to approve the resolution.

LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated August 17, 2012 between the City of Grand Island ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Highway 281 and Interstate I-80, Grand Island, NE

Project Description: Engineering Services for sanitary sewer force main for Grand Island SID #2.

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Design Services

- 1.1 See Attached Exhibit 'B'.

Bidding Services

- 2.1 See Attached Exhibit 'B'.

Construction Services

- 3.1 See Attached Exhibit 'B'.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Rate Schedule and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed **Two Hundred Sixty Seven, Thirty Five Dollars (\$267,035.00)**.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC. "ENGINEER"

By 
Joseph C. Baxter, PE

By 
David D. Ziska, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF GRAND ISLAND, NE "CLIENT"

By _____
Signature

Printed Name _____

Title _____

Dated: _____

**EXHIBIT "B" ATTACHED TO
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED August 17, 2012**

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an amendment exhibit attached to and made a part of the General Provisions attached to the Agreement dated August 17, 2012 between City of Grand Island, NE (Client) and Olsson Associates (Olsson) providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

OLSSON shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

PHASE 400: NDEQ SRF FUNDS COORDINATION (SID SEWER FORCE MAIN)

Olsson shall complete items associated with the compliance of the Nebraska Department of Environmental Quality State Revolving Loan Funds (NDEQ SRF) requirements. Tasks to be completed include:

- Task 401: State and Federal Agency Notification** – Completed previously.
- Task 402: Public Meeting** – Olsson shall assist the City in the preparation for and holding of the required public meeting for the NDEQ SRF funds.
- Task 403: NDEQ Coordination** – Olsson shall coordinate with NDEQ on the necessary funding items of the project during the design phase only. Does not include Davis Bacon payroll certification, interviews, etc.

PHASE 400 FEES - \$3,280.00

PHASE 500: EASEMENT ACQUISITION (SID SEWER FORCE MAIN)

Olsson shall complete items associated with the permanent and temporary easement acquisition for the tracts along the sanitary sewer route along Highway 281 and the Interstate 80 #312 interchange. It is anticipated that there are approximately eight (8) tracts with a total of approximately five (5) individual landowners from which easements will be required. This scope does not include condemnation proceedings (if necessary). Tasks to be completed include:

- Task 501: Easement Descriptions & Tract Drawings** – Olsson shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.

Task 502: Title Search & Appraisals – Olsson shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement.

Task 503: Easement Acquisitions – Olsson shall assist the City in the negotiations for the acquisition of the temporary and/or permanent easements. Olsson will prepare the easement documents, present, explain offers, answer related questions, and secure signatures from interested parties. Olsson will attempt to meet with each property owner at least three times if necessary.

Olsson will perform the services in accordance with the City of Grand Island's procedures. The goal will be to acquire the necessary right of way through amicable negotiations. If condemnation is required, Olsson will deliver the parcel files to the City of Grand Island and be available for consultation or condemnation testimony.

Olsson will submit signed purchase agreements, deeds and temporary easements, along with a payment transmittal letter to the City. The City will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. The City will record the deeds at the County Courthouse, and provide copies of the recorded documents and payment vouchers or checks to Olsson in order to complete the acquisition file.

PHASE 500 FEES - \$29,900.00

PHASE 510: GEOTECHNICAL INVESTIGATION (SID SEWER FORCE MAIN)

Olsson shall perform engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include:

Task 511: Geotechnical Borings – Olsson shall perform geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which may be required to provide information for design, and field and laboratory tests and analyses which are required to provide design information. It is anticipated that eight (8) soil test borings will be made.

Task 512: Geotechnical Report – Olsson shall prepare a geotechnical report interpreting the data on the exploratory work. Included will be recommendations for testing and setting out the site conditions that can be anticipated from this initial exploratory work.

PHASE 510 FEES - \$9,400.00

PHASE 520 – SANITARY SEWER DESIGN (SID SEWER FORCE MAIN)

Olsson shall prepare plans and specifications that can be used as bid and construction documents that will allow the project to be competitively bid and constructed. The tasks performed shall include:

- Task 521: Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.
- Task 522: Design of Sanitary Sewer Improvements** – Olsson shall provide topographic survey and design the sanitary sewer improvements (as outlined in the proposal submitted to the City). These improvements will include sanitary sewer line sizing, lift station electrical design for lift stations, manhole locations, and sewer stub-out locations.
- Task 523: Prepare Plans & Specifications** – Olsson shall prepare plan sheets, technical specifications, and front end documents for the proposed project. The complete plans and specifications will be submitted to the Nebraska Department of Environmental Quality for review. The City is responsible for any review fees.
- Task 524: Quality Control Review** – Olsson shall perform an in-house quality control review to evaluate the construction documents and provide review comments. Olsson will also prepare a final opinion of probable cost for the project based upon the information in the plans and specifications.
- Task 525: Meetings with Owner** – Olsson will meet with the Client to discuss the development of the plans and specifications. A total of four (4) meetings are anticipated.
- Task 526: Prepare Cost Opinion** - A final opinion of probable construction cost shall be prepared, based upon the information in the plans and specifications and presented to the Client.
- Task 527: SID Assessment Fee Development** – Olsson will work with the City & SID on evaluating the costs and developing the assessment fees for the sanitary sewer line.
- Task 528: Decommissioning Plans for WW Plants** – Olsson will assemble and submit to NDEQ plans for the decommissioning of two (2) existing wastewater plants currently serving Quality Inn and Transcold facilities.

PHASE 520 FEES – \$116,250.00

PHASE 530 – PROJECT PERMITTING (SID SEWER FORCE MAIN)

Olsson shall work with the City on obtaining the necessary permits that will be required to construct the project. The tasks performed shall include:

Task 531: Wetland Delineation & Corps of Engineers 404 Permit – Olsson has completed a wetland delineation for the following areas: Wildwood Subdivision project (from the north end of the Platte Valley Industrial Park to the north end of Wildwood Subdivision); Highway 281 Sewer project (from the north end of Wildwood Subdivision to the north end of the Bosselman Subdivision); and S.I.D. Sewer Project (from the north end of the Bosselman Subdivision to the Highway Hotels property and the USA Inn property). Olsson shall prepare a U.S. Corps of Engineers Nationwide 404 permit application and provide any additional information requested by the Corps of Engineers. This does not include additional site visits or any meetings with the Corps of Engineers.

An individual permit is not anticipated for this project and not included in the estimated fees.

Task 532: NDOR and Hall County Permits – Olsson shall prepare the necessary NDOR and Hall County permits required for the project. The anticipated permits are permits to occupy and cross NDOR right-of-way and a permit to cross Hall County right-of-way.

Task 533: SWPPP – Olsson shall prepare Erosion Control Documents containing the following:

- Plan Sheet(s) showing the location of BMP's.
- Details & Standard Plans of BMP's to be used.
- 3-ring binder complete with permit and supporting documents
- Fill out Notice of Intent (NOI).
 - Submittal of the NOI is the responsibility of Client.
- At the preconstruction meeting, yet to be scheduled, the needed maintenance & updating of the plan through completion and seeding will be discussed.

Client will provide to Olsson the following:

- Name, address, phone number and e-mail of the onsite foreman who will be responsible for the SWPPP and inspections during construction.

Exclusions

- Bi-weekly Stormwater Construction Site Inspection Report completion

Task 623: Construction Progress Meetings - Olsson shall attend construction progress meetings, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the progress meetings for the project. A total of six (6) construction progress meetings are anticipated.

Task 624: Review Progress Payments - Olsson shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy. A total of seven (7) progress payments are anticipated.

Task 625: Prepare Change Orders - Olsson shall review and prepare construction change orders and present to the Client. A total of two (2) construction change orders are anticipated.

Task 626: Project Management – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

PHASE 620 FEES - \$21,295.00

PHASE 630 – CONSTRUCTION ADMINISTRATION SERVICES (WILDWOOD SUBDIVISION AND HIGHWAY 281 GRAVITY SEWER)

Under separate agreement and not included under this amendment.

PHASE 640. CONSTRUCTION OBSERVATION (SID SEWER FORCE MAIN)

Olsson shall perform full time construction observation services on behalf of the Client during the construction of the project.

Task 641: Construction Observation - Duties and responsibilities of the Olsson's Resident Project Representative shall be as described in "Exhibit B - Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative." A representative will be on site when work of substance is being completed. A total of twenty (20) weeks or 900 hours of full time observation is anticipated.

Task 642: Construction Materials Testing – Olsson shall perform the materials testing for the project. The testing that is anticipated is soil compaction testing and concrete testing. Any testing on the dewatering water shall be the responsibility of the Contractor.

Task 643: Construction Staking – Olsson shall be responsible for the construction staking required to complete the work for the sanitary sewer lines. The level of construction staking that is to be provided will be detailed in the project specifications.

PHASE 640 FEES - \$67,215.00

PHASE 650. CONSTRUCTION OBSERVATION (WILDWOOD SUBDIVISION AND HIGHWAY 281 GRAVITY SEWER)

Under separate agreement and not included under this amendment.

PHASE 700. PROJECT CLOSE-OUT (SID SEWER FORCE MAIN)

Olsson shall complete the following services to close out the project. These services shall include the following:

- Task 701: Organize Final Inspection** - Olsson shall organize and attend the final inspection of the project with the Client's personnel and regulatory agencies and provide written comments to the Client.
- Task 702: Review Contractor's Records** - Olsson shall review the Contractor's record drawings for completeness and legibility. Olsson shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.
- Task 703: Prepare Record Drawing Package** - Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall also prepare a summary of the materials testing that was completed on the project. Olsson shall provide the Client with two (2) sets of record drawings and testing package and a CD of the .pdfs of the record drawings and testing package.

PHASE 700 FEES - \$7,375.00

PHASE 710. PROJECT CLOSE-OUT (WILDWOOD SUBDIVISION AND HIGHWAY 281 GRAVITY SEWER)

Under separate agreement and not included in this amendment.

Exclusions to this amendment:

1. Legal, boundary and ALTA surveys.
2. Review fees for local and state agencies having jurisdiction.
3. Permitting fees for local and state agencies having jurisdiction.
4. Groundwater modeling or groundwater discharge permitting.

RESOLUTION 2014-24

WHEREAS, on August 14, 2012, by Resolution No. 2012-206 Grand Island City Council approved engineering consulting services for the extension of Grand Island's public sanitary sewer system from Wildwood Subdivision to Interstate 80 (District No. 530T) and construction phase services for sewer/paving in Wildwood Subdivision (District No. 528), in the amount of \$235,150.00; and

WHEREAS, it is necessary to amend the original agreement to include further coordination with NDEQ for the SRF funding, as well as easement acquisition, geotechnical investigation, demolition of two existing private wastewater package plants and lift stations, design of two City of Grand Island standard lift stations, sanitary sewer force main design, project permitting, bid phase services, construction administration services, construction observation, and project close-out for the SID force main portion of the sanitary sewer extension to Interstate 80 ; and

WHEREAS, such modifications have been incorporated into Letter Agreement Amendment No. 1; and

WHEREAS, the result of such modifications will increase the agreement amount by \$267,035.00, for a revised agreement total of \$502,185.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Letter Agreement Amendment No. 1 between the City of Grand Island and Olsson Associates of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item I-1

#2014-25 - Consideration of Request from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite 4 for a Change of Location for Class “C-88739” Liquor License to 3333 Ramada Road

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

Staff Contact: RaNae Edwards

RESOLUTION 2014-25

WHEREAS, an application was filed by Full Circle Venue LLC doing business as Full Circle Venue, 1010 Diers Avenue, Suite 4 for a Change of Location for Class "C-88739" Liquor License to 3333 Ramada Road; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 1, 2014; such publication cost being \$17.75; and

WHEREAS, a public hearing was held on February 11, 2014 for the purpose of discussing such liquor license application.

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item I-2

#2014-26 - Consideration of One & Six Year Street Improvement Plan

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

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

RESOLUTION 2014-26

WHEREAS, the Regional Planning Commission, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 5, 2014, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, at the February 5, 2014 public hearing, the Regional Planning Commission approved the One and Six Year Street Improvement Plan 2014-2019, and recommended that such program be approved by the City Council; and

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 11, 2014, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2014-2019, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item I-3

#2014-27 - Consideration of Support of LB 935 Regarding the Relocation of the Grand Island Veterans Home

Staff Contact: Mayor Jay Vavricek

Council Agenda Memo

From: Mayor Jay Vavricek

Meeting: February 11, 2014

Subject: Support of LB 935 – Relocation of State Services

Item #'s: I-3

Presenter(s): Mayor Jay Vavricek

Background

District 35 State Senator Mike Gloor has introduced legislation to determine a well-defined, transparent and understood legislative manner to re-locate future state facilities and prevent the closure of the Grand Island Veterans Home.

The legislation is co-sponsored by Senators Annette Dubas and Kate Sullivan.

Discussion

As demonstrated by the unanimous approval of six city council resolutions supporting the service and sacrifice of veterans and the ongoing care of members in the Grand Island Veterans Home, a resolution supporting Senator Gloor and the committee's consent to advance LB 935 to the full legislature is sought.

Testimony of LB 935 is set to occur Thursday, February 13, 2014 before the Government, Military, and Affairs Committee. This resolution will become a part of its official public record of testimony and consideration.

The entire bill in its entirety is being extended for public awareness.

A full legislative discussion would provide greater transparency of the state's recommendation, greater trust in government and potentially maintain the ongoing service of the Grand Island Veterans Home in our community.

This gesture is in harmony with the outpouring of support this Mayor and every council member has demonstrated in support of the 127 year history of service as home of the Grand Island Veterans Home.

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 support LB 935.

Sample Motion

Move to support LB 935.

LEGISLATURE OF NEBRASKA
ONE HUNDRED THIRD LEGISLATURE
SECOND SESSION
LEGISLATIVE BILL 935

Introduced by Gloor, 35; Dubas, 34; Sullivan, 41.

Read first time January 16, 2014

Committee: Government, Military and Veterans Affairs

A BILL

- 1 FOR AN ACT relating to state government; to require legislative
- 2 approval to move state services between jurisdictions.
- 3 Be it enacted by the people of the State of Nebraska,

1 Section 1. (1) A state agency that seeks to move a state
2 service from one jurisdiction to another jurisdiction that is
3 projected to cost or have a fiscal impact of fifteen million dollars
4 or more shall submit the following information to the Executive Board
5 of the Legislative Council: (a) A description of the proposed move,
6 (b) justification for the proposed move, (c) a review of the long-
7 term cost, if any, (d) measurable goals for improving the quality of
8 the service, (e) an assessment of the feasibility of alternatives
9 within the state agency to moving the service, (f) any known or
10 foreseeable legal, environmental, or other issues related to the
11 proposed move, and (g) a description of economic development efforts
12 that will be undertaken to use any facility abandoned by the move or
13 to create new economic activity for the jurisdiction from which the
14 service is moved.

15 (2) In calculating the long-term cost under subsection
16 (1) of this section, the state agency shall project, for twelve
17 months and for sixty months, the following:

18 (a) Direct costs of providing the state service in the
19 new jurisdiction and of moving from the other jurisdiction;

20 (b) Indirect costs of providing the state service in the
21 new jurisdiction and of moving from the other jurisdiction;

22 (c) Any continuing or transitional costs of providing the
23 state service in the new jurisdiction and of moving from the other
24 jurisdiction;

25 (d) Additional costs of providing the state service in

1 the new jurisdiction or in the other jurisdiction; and

2 (e) Capital construction costs.

3 (3) The chairperson of the executive board or a committee
4 staff person of the executive board shall refer the information
5 submitted pursuant to subsection (1) of this section to the
6 chairperson of the standing committee of the Legislature which has
7 subject matter jurisdiction over the state service to be moved. The
8 standing committee shall (a) investigate the proposed move and (b)
9 hold a hearing. The standing committee shall introduce a resolution
10 that approves, disapproves, or takes no position on moving the state
11 service.

12 (4) Any move of a state service subject to this section
13 shall be approved by the Legislature prior to implementation. If the
14 Legislature approves the move by resolution or takes no position on
15 the move, the state agency may move the state service as described in
16 the information submitted pursuant to subsection (1) of this section.
17 If the Legislature disapproves of the move by resolution, the state
18 agency shall not move the state service.

19 (5) For purposes of this section:

20 (a) Jurisdiction means a county, city, or village;

21 (b) State agency means any agency, board, or commission
22 of this state other than the University of Nebraska, the Nebraska
23 state colleges, the courts, the Legislature, or any officer or state
24 agency established by the Constitution of Nebraska; and

25 (c) State service means the provision of any governmental

1 service by a state agency.

2 (6) This section applies to any move of a state service
3 proposed on or after January 1, 2013, except that if the move was
4 proposed prior to the effective date of this act, this section shall
5 not apply if all sources of funding for the move have been secured or
6 have been conditionally approved by the effective date of this act.

RESOLUTION 2014-27

WHEREAS, this resolution is to best serve the State of Nebraska, its people, and Nebraska veterans; and

WHEREAS, transparency of all decisions and considerations affecting its people in our representative government is best achieved with open thorough public discussions; and

WHEREAS, such citizen trust, understanding, and acceptance occurs as a result of the “sunshine” of such proceedings; and

WHEREAS, the leadership of 49 state legislators is a necessity to address many contentious issues, correct misinformation and resolve disagreements of its citizens that otherwise left unaddressed divide communities and the state’s people from striving to achieve positive efforts; and

WHEREAS, Legislative Bill 935 is being introduced by Senator Mike Gloor, co-sponsored by Senators Dubas and Sullivan, in the Government, Military and Veterans Affairs Committee February 13, 2014 for consideration to the full legislative body; and

WHEREAS, it has strong merit as good policy setting that recognized the Legislature's duty to oversee state agencies and operations and to avoid dividing communities in our state as evidenced by the consternation and disharmony within our state that LB 935 is designed to address; and

WHEREAS Grand Island Mayor Jay Vavricek desires to support any and all efforts to successfully address the relocation recommendation of the Grand Island Veterans Home and similarly by the expressed support of the Grand Island City Council it strongly emulates this same desire, and endorses and supports LB 935 in its entirety as presented Thursday, February 13, 2014.

THEREFORE, in honor of the committee’s deliberation of LB 935 and its public testimony designate February 13, 2014 with the same high esteem of March 4, 1887 when the State legislature fully approved and accepted 640 acres of land from the community of Grand Island designating Grand Island as the home of a veteran care facility, a facility known as the Grand Island Veterans Home.

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

February 13, 2014 be declared “Nebraska Veterans Sunshine Day”

- - -

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item I-4

#2014-28 - Consideration of Approving a Purchase Agreement for the Property Located at 1306 West 3rd Street

Staff Contact: Mary Lou Brown, City Administrator

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: February 11, 2014

Subject: Consideration of Approving a Purchase Agreement for the Property Located at 1306 West Third Street

Item #'s: I-4

Presenter(s): Mary Lou Brown, City Administrator
Robert J. Sivick, City Attorney
Stacy R. Nonhof, Assistant City Attorney

Background

The City of Grand Island (City) is the owner of a vacant building and real estate located at 1306 West Third Street commonly known as the “One Stop Building” (property). In 2011 the City solicited offers in an attempt to sell the property but none were received. On May 21, 2013 the property was a topic of discussion during a Study Session meeting of the Grand Island City Council (Council). Divergent viewpoints on the matter were voiced by Councilmembers and no action regarding the property was subsequently taken by the Council. On May 28, 2013 the Council approved Resolution 2013-166 directing City staff to obtain an appraisal of the property. City staff did so by retaining the services of the Hendricksen Appraisal Company which appraised the property at \$511,000.00. On November 12, 2013 the Council approved Resolution 2013-374 accepting the appraisal received from the Hendricksen Appraisal Company.

City staff prepared a Request for Proposals (RFP) for the sale of the property which was published in the *Grand Island Independent* on November 18, 2013. The RFP stated the deadline for submitting proposals was December 4, 2013, the property was to be purchased “as is”, “[p]roposals must remain firm for ninety (90) days”, and sought the “best use of this property” based on the following criteria:

1. Benefit to the Neighborhood and Community;
2. Intended Use;
3. Purchase Price; and
4. Fiscal Responsibility.

Only one proposal was received, that being from the County of Hall (County). The County’s proposal was made on behalf of the Hall County Board of Supervisors (County

Board) and signed by then Chairperson Pamela Lancaster. The proposal contained in part the following:

1. The purchase price offered was \$600,000.00;
2. “The proposed purchase of the real estate assumes the purchase of the real estate in ‘as is’ condition.”;
3. “The real estate so acquired would be renovated to provide suitable judicial atmosphere for a long term, non-permanent location of the County and District Courts of Hall County.”; and
4. “The proposed purchase would benefit all citizens of Hall County in that it is projected that the proposed use of the real estate during the renovation of the Hall County Courthouse would result in a substantial savings of tax dollars when compared to alternative proposals for the Courthouse renovation project.”

The City Legal Department negotiated terms of the sale of the property with County legal staff and the Purchase Agreement was largely drafted by County legal staff. Upon successful completion of negotiations the City Administration accepted the County’s offer contingent upon Council approval.

On Tuesday, January 14, 2014 the County Board approved the Purchase Agreement before you for consideration this evening.

Discussion

Over the last several weeks City staff has been aware of news media reports and public and private statements by City and County officials regarding this matter. In order to avoid confusion, clarification of several points is in order.

INTERNAL DEPARTMENTAL TRANSFERS OF CITY PROPERTY

City Departments often have property no longer needed to carry out Departmental functions. In almost all cases this property consists of things like office furniture and equipment, tools or other specialized equipment, and on occasion motor vehicles. Rather than dispose of this property at auction which adds to administrative costs and nets little or nothing in sale proceeds, other Departments are allowed to acquire such surplus property for their particular Departmental use. Such transfers are not accomplished with cash transactions but rather through changes to City accounting and inventory records.

City divestiture of real estate is an entirely different matter. The value of real estate is far higher and its use affects the livability of the City to a greater extent than the divestiture of office equipment and even motor vehicles. Given the obligation of City staff to be good stewards of the public’s treasure, seeking proposals for the use of City real estate before carrying out an internal transfer is responsible, sound policy and insures maximum transparency of such divestitures. The advice of the Legal Department in this matter was that although the City was not obligated to seek outside proposals for the sale and use of the property it was the most prudent and fiscally responsible course of action. Such

action insured the City would maximize its financial return for the sale of the property and insure it was used in the best interests of the people of Grand Island.

RFP PROCESS

The RFP process is governed by Chapter 27 of the Grand Island City Code (Code) which addresses City procedures for buying and selling property and contracting for services. §27-5 of the Code directs the City Attorney to carry out the duties of the City Purchasing Agent. §27-9 of the Code grants the Purchasing Agent the ability to authorize an RFP when he or she determines to do otherwise would not be “advantageous to the City”. The City Legal Department, acting as the Purchasing Agent, determined an RFP for the divestiture of the property was warranted for the reasons set forth in the previous paragraph and advised the Administration of such.

A Tuesday, January 28, 2014 article in the *Grand Island Independent* reported a City Department “was excluded from the city’s own bidding process.” Departments do not participate in the RFP process because that process requires negotiation with the proposing party before a contract can be presented to the Council for approval. The Legal Department negotiates such matters on behalf of the City as its counsel and pursuant to its duties as Purchasing Agent. The Code of Professional Responsibility, the rules governing members of the legal profession, prohibits lawyers from representing both sides in a negotiated transaction. Accordingly, it is impossible for Departments to participate in the RFP process as the Legal Department cannot represent both the Department and City in negotiating a contract. In layman’s terms, the City does not negotiate with itself. This advice was provided by the Legal Department to the City official making inquiry into the matter.

“AS IS” STATUS OF THE PROPERTY

The RFP states, “[p]ersons submitting proposals are hereby notified that the real estate offered for sale pursuant to this request for proposal is offered ‘as is.’”

The County’s proposal states, “[t]he proposed purchase of the real estate assumes the purchase of the real estate in ‘as is’ condition.”

The Purchase Agreement drafted by County legal staff states, “[s]eller is selling the Property ‘AS-IS’, making no representations or warranties concerning the Property of any kind or nature....”

Selling real estate on an “as is” basis is common as sellers do not want to legally bind themselves to guaranteeing buildings are suited to uses planned or not yet planned by buyers. For that reason it is incumbent on buyers to inspect buildings to insure its condition meets its planned immediate and future uses. To accomplish this buyers are given the right to conduct or have experts conduct inspections of buildings before making an offer to purchase. Such was the case in this matter as evidenced by the language of the Purchase Agreement drafted by the County’s legal staff.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

City staff is aware of recent statements from County officials expressing concerns regarding the property's "life safety" status. The relevant provisions of the Purchase Agreement, drafted by County legal staff states, "[s]eller has no knowledge and has received no notice of any violation of applicable occupational safety and health standards established by law or regulation."

The City is not aware of any communication from Federal, State, or local authorities regulating or enforcing workplace or any other safety standards, that the City is in violation of any such standards. In addition, the City has not been provided evidence to the contrary by anyone.

The Purchase Agreement also states, "[b]uyer may obtain such inspections of the Property as Buyer may desire at Buyer's expense. If Buyer is dissatisfied with the condition of the Property or compliance with applicable occupational safety and health standards established by law or regulation and if Seller declines to make any requested repairs to the Property or comply with any claimed occupational safety or health violations, Buyer may terminate this Agreement without penalty. Seller has no obligation to perform any repairs to the Property."

The City has not received any notice from the County alleging specific non-compliance with "applicable occupational safety and health standards established by law or regulation". Additionally, the City has not received any request from the County it make "requested repairs to the Property or comply with any claimed occupational safety or health violations."

BINDING STATUS OF COUNTY'S OFFER

City staff is aware of recent statements of County officials expressing a desire to rescind its offer to purchase the property. In addition, City staff is aware rescinding the offer may be an agenda item for the Tuesday, February 11, 2014 meeting of the County Board. The Purchase Agreement, drafted by County legal staff states, "[t]his Agreement has been duly approved by the Board of Supervisors of Buyer and executed by its Chairman, and constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms."

The Purchase Agreement also states, "[i]n the event of default by either party, the non-defaulting party may enforce all rights and remedies as by law provided."

In addition, a Wednesday, January 15, 2014 article in the *Grand Island Independent* reporting the County Board's approval of the Purchase Agreement stated, "Chief Deputy Hall County Attorney Jack Zitterkopf said the city's request required that offers be firm for 90 days, so he felt the county would be 'putting itself at risk' if it tried to withdraw the proposal." The City legal staff concurs with Mr. Zitterkopf's opinion on the matter.

When the County Board, acting as the County's governing body, approved the Purchase Agreement at its January 14, 2014 meeting it bound the County to the terms of that

Agreement unless and until the Council, acting as the City's governing body, rejected the Purchase Agreement as the other party to the proposed contract and the party to which the County's binding offer was tendered.

CITY POLICY AND STANDARDS IN CONDUCTING BUSINESS

The City Administrative and Legal staff takes pride in the professional manner in which it conducts business with outside parties. It respects and strictly adheres to its legal obligations in contracting and doing business in general. Likewise, it expects parties it contracts with to do the same. Maintaining these high standards consistently benefits the City and its citizens as parties doing business with the City can rely upon the City's full faith and credit and be confident it will always meet its legal obligations. Adhering to these high standards consistently allows the City to demand and obtain favorable terms from parties unavailable to other entities not having a reputation for maintaining such standards.

CONCLUSION

City staff hopes the content of this memo addresses any questions or concerns of the Council raised by City officials or other parties.

The issue before the Council tonight is not to negotiate, re-negotiate, or amend the terms of the Purchase Agreement with the County. In addition, the issue before the Council is not to propose or decide on alternative uses for the property. The issue before the Council is solely whether to accept or reject the County's offer (the terms of which are memorialized in the Purchase Agreement) to purchase the property.

If the Council accepts the County's offer, City staff will proceed to take steps necessary to transfer ownership and possession of the property. If the Council rejects the County's offer, City will retain ownership of the property.

Alternatives

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

1. Move to approve.
2. Move to reject.

Recommendation

The City Administration recommends the Council approve Resolution 2014-28 to approve the Purchase Agreement for the sale of the property located at 1306 West Third Street to Hall County.

Sample Motion

Move to approve Resolution 2014-28 authorizing the Mayor to execute the Purchase Agreement of behalf of the City for the sale of the property located at 1306 West Third Street to Hall County.

REQUEST FOR PROPOSAL
Purchase of One-Stop Building located at 1306 W 3rd Street
For the
CITY OF GRAND ISLAND, NEBRASKA

Proposals will be received at the office of the City Clerk, 100 East First Street, Grand Island, Nebraska 68801 or P.O. Box 1968, Grand Island, Nebraska 68802, until **4:00 p.m. (local time) on Wednesday, December 4, 2013**, for a **Proposal to Purchase “One-Stop” Building located at 1306 West 3rd Street, Grand Island** from the City of Grand Island. Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the **outside** of the mailing envelope: **“Proposal to Purchase “One-Stop” Building located at 1306 West 3rd Street ”**. All proposals must be signed and dated to be accepted. Proposals shall be addressed to the attention of Stacy R. Nonhof, Assistant City Attorney. **The original proposal and three (3) complete copies** shall be submitted for evaluation purposes.

The proposal package is also available on-line at www.grand-island.com under Business, Bids and Requests for Proposals.

Proposals will be evaluated by the City based on price, intended use and benefit to the neighborhood and/or community.

The City reserves the right to reject any or all proposals, to waive irregularities therein, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

Proposals may not be withdrawn for a period of ninety (90) days after date of opening.

RaNae Edwards, City Clerk

REQUEST FOR PROPOSAL
Purchase of One-Stop Building located at 1306 W 3rd Street
For the
CITY OF GRAND ISLAND, NEBRASKA

Introduction

The City of Grand Island is seeking proposals from qualified groups, firms and individuals to purchase the property located at 1306 West 3rd Street, Grand Island, NE, along with various tracts of excess land, more commonly known as the “One-Stop” building from the City of Grand Island.

The legal description of the property located at 1306 West 3rd Street proper is:

All of block 15 and West ½ 40 feet of vacated Adams Street and North of East ½ of vacated Adams Street, Arnold and Abbott’s addition, City of Grand Island, Hall County, Nebraska.

The legal description of the excess land is:

Lots 3 and 4, Arnold and Abbott’s Addition, City of Grand Island, Hall County, Nebraska.

The City’s objectives are to achieve the highest and best use of this property and to meet the legal requirements regarding the sale of the public property.

Proposals will be evaluated and scored based upon the following criteria:

1. Benefit to the neighborhood and/or community.
2. Intended use
3. Purchase price
4. Fiscal responsibility

The City may request additional information during the evaluation process.

AS IS

Persons submitting proposals are hereby notified that the real estate offered for sale pursuant to this request for proposal is offered “as is.”

Contract Negotiations

An evaluation committee will rank the proposals according to the selection criteria and interviews may be scheduled accordingly. The City will attempt to negotiate an agreement with the highest ranked proposer subject to the approval of the City Council and further subject to the public’s right of remonstrance for sale of publicly owned real estate.

Submittals

Proposals must be delivered to the Grand Island City Clerk's office no later than 4:00 p.m. (local time) on the 4th day of December, 2014. Proposers need to submit the **original and three (3) copies** of the proposal in a sealed envelope clearly marked on the outside as containing **"Proposal to Purchase "One-Stop" Building."** Submit proposals to RaNae Edwards, City Clerk, City of Grand Island, 100 East First Street, Grand Island, Nebraska 68801 or P.O. Box 1968 Grand Island, Nebraska 68802. Interested persons, groups or firms should submit their questions to Stacy R. Nonhof, Assistant City Attorney, at (308) 385-5420.

Proposals must remain firm for ninety (90) days from the proposal date. The City of Grand Island reserves the right to reject any and all proposals, waive irregularities, and to select the proposal that is deemed to be in the best interest of the City at its sole discretion.

Price is not the sole selection factor and will be considered together with the other factors allowed under Nebraska Law regarding the sale of publicly owned property.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
PURCHASE OF ONE-STOP BUILDING LOCATED AT 1306 WEST 3RD STREET**

RFP DUE DATE: December 4, 2013 at 4:00 p.m.

DEPARTMENT: Legal

PUBLICATION DATE: November 18, 2013

NO. POTENTIAL BIDDERS: N/A

SUMMARY OF PROPOSALS RECEIVED

Hall County
Grand Island, NE

cc: Robert Sivick, City Attorney
Jaye Monter, Finance Director

Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

P1692

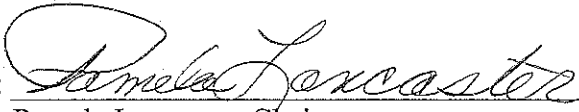
**A PROPOSAL BY THE COUNTY OF HALL, NEBRASKA
FOR THE PURCHASE OF THE REAL ESTATE
LOCATED AT 1306 W. 3RD STREET, GRAND ISLAND, NEBRASKA
FROM THE CITY OF GRAND ISLAND, NEBRASKA**

On behalf of the County of Hall, Nebraska, the Hall County Board of Supervisors is proposing to purchase the One-Stop Building, located at 1306 W. 3rd Street, Grand Island, Nebraska, from the City of Grand Island, Nebraska, as follows:

1. The County of Hall hereby offers to pay the City of Grand Island the sum of Six Hundred Thousand Dollars (\$600,000.00) for the purchase of the real estate and improvements located at 1306 W. 3rd Street, Grand Island, Nebraska.
2. The proposed purchase of the real estate assumes the purchase of the real estate in "as is" condition. The purchase would be a cash transaction, payable upon closing which would include demonstration of a clear title and a warranty deed from the City of Grand Island.
3. The real estate so acquired would be renovated to provide suitable judicial atmosphere for a long term, non-permanent location of the County and District Courts of Hall County. These Courts employ approximately 33 persons on a daily basis.
4. The proposed purchase would benefit all citizens of Hall County in that it is projected that the proposed use of the real estate during the renovation of the Hall County Courthouse would result in a substantial savings of tax dollars when compared to alternative proposals for the Courthouse renovation project. The community surrounding the proposed purchase would also benefit from the stability provided by having an arm of local government occupy the building. The surrounding community could be assured that the real estate would be very well maintained, both inside and out. It is believed that the conduct of the business of the Courts, and the security attendant thereto, would not adversely affect the families living nearby, nor would it adversely affect the conduct of business at the Edith Abbott Memorial Library or other surrounding businesses.

5. Following the completion of the Courthouse renovation project, Hall County may or may not have a continuing use for the real estate acquired under this proposal, but will, in any event, continue to maintain the appearance and physical integrity of the real estate and improvements. In the event that Hall County in the future would decide to divest itself of the real estate, and as part of the current proposal to purchase the real estate, Hall County would offer the City of Grand Island the right of first refusal to reacquire the real estate.

HALL COUNTY BOARD OF SUPERVISORS

By: 
Pamela Lancaster, Chairman

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into this 28th day of January, 2014, by and between the City of Grand Island, Nebraska, ("Seller") and the County of Hall, Nebraska, ("Buyer").

Recitals

WHEREAS, Seller is the owner of the real estate and improvements located at 1306 W. 3rd Street, Grand Island, Nebraska, and legally described as:

Lots Three (3) and Four (4), Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska (the "Property"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, it is agreed by Seller and Buyer as follows:

1. Transfer of Property

- 1.1 Sale and Purchase. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller on the terms and conditions set forth herein.
- 1.2 Purchase Price. The purchase price for the Property shall be SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) payable in full at Closing.
- 1.3 Closing. The Closing shall take place on or before February 14, 2014, at the offices of Grand Island Abstract, Escrow & Title Company in Grand Island, Nebraska.
- 1.4 Title Insurance. Within ten (10) days of execution of this Agreement, Seller shall furnish Buyer with a commitment for an owner's policy of title insurance prepared by Grand Island Abstract, Escrow & Title Company ("Title Company"), which insures marketable title to the Property, subject only to such exceptions as may be acceptable to Buyer ("Permitted Exceptions"). Buyer shall notify Seller of any objections to the title commitment and Seller shall have a reasonable period to cure such objections. If Seller is unable or unwilling to cure any objections, either party may terminate this Agreement without penalty.
- 1.5 Title and Possession. Seller agrees to convey the Property to Buyer at Closing by General Warranty Deed subject to only the Permitted Exceptions, and free and clear of any lease agreement with any third party.

1.6 Taxes, Assessments, and Other Costs. All property taxes and assessments related to the Property for 2013 and all prior years (if any) shall be paid by Seller at or prior to Closing. All property taxes and assessments for the Property for 2014 (if any) shall be prorated to the date of Closing. Any special assessment levied or assessed against the Property prior to Closing shall be paid by Seller. Seller shall pay the transfer tax (if any) which is payable upon the recording of the warranty deed from Seller to Buyer. Buyer shall pay the fee for recording the deed (if any). The Title Company shall close the transaction. The parties shall split the closing costs and fees, including the cost of the owner's title insurance policy.

1.7 Personal Property. Seller shall remove all of its personal property from the Property within sixty (60) days of closing.

2. Representations and Warranties.

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Organization; Power, Good Standing. Seller is a municipal corporation organized and existing under the laws of the State of Nebraska and has all requisite power and authority to enter into this Agreement and perform the obligations hereunder.

2.1.2 Authority Relative to Agreement. This Agreement has been duly approved by the City Council of Seller and executed by its Mayor, and constitutes a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

2.1.3 "AS-IS". Seller is selling the Property "AS-IS", making no representations or warranties concerning the Property of any kind or nature except Seller warrants the following:

A. Its ownership of the Property and the conveyance of marketable title to Buyer at closing.

B. Seller has no knowledge and has received no notice of any violation of applicable occupational safety and health standards established by law or regulation.

C. The Property and its current use are in compliance with all applicable zoning

ordinances.

- 2.1.4 Inspections. Buyer may obtain such inspections of the Property as Buyer may desire at Buyer's expense. If Buyer is dissatisfied with the condition of the Property or compliance with applicable occupational safety and health standards established by law or regulation and if Seller declines to make any requested repairs to the Property or comply with any claimed occupational safety or health violations, Buyer may terminate this Agreement without penalty. Seller has no obligation to perform any repairs to the Property.
- 2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:
 - 2.2.1 Organization; Power, Good Standing. Buyer is a political subdivision organized and existing under the laws of the State of Nebraska and has all requisite power and authority to enter into this Agreement and perform the obligations hereunder.
 - 2.2.2 Authority Relative to Agreement. This Agreement has been duly approved by the Board of Supervisors of Buyer and executed by its Chairman, and constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.
- 3. **Miscellaneous**
 - 3.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.
 - 3.2 Risk of Loss. All risk of loss or damage to the Property by fire or other casualty until Closing is assumed by the Seller. In the event of a material loss or damage to the Property the Buyer shall have the right to cancel this Agreement. Seller has no obligation to repair the Property.
 - 3.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
 - 3.4 Further Assurances. Each of the parties hereto, without further consideration, agrees

to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

- 3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 3.6 Severability. If for any reason whatsoever any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid, such circumstances shall not have the effect of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.
- 3.7 Survival and Nonmerger. All terms, conditions, representations, and warranties contained in this Agreement shall survive Closing, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder, and shall not merge into any deed.
- 3.8 Default. In the event of default by either party, the non-defaulting party may enforce all rights and remedies as by law provided.
- 3.9 Assignment. This agreement is not assignable by Buyer without the prior written consent of the Seller.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS
THE DAY AND YEAR ABOVE WRITTEN.

SELLER:

CITY OF GRAND ISLAND, NEBRASKA

BY _____
MAYOR

BUYER:

COUNTY OF HALL, NEBRASKA

BY Bob McFarland
BOB McFARLAND, CHAIRMAN
HALL COUNTY BOARD OF
OF SUPERVISORS

ATTEST:

BY _____
CITY CLERK

ATTEST:

BY Maria Finley
COUNTY CLERK

STATE OF NEBRASKA

SS:

COUNTY OF HALL

The foregoing was acknowledged before me on January ____, 2014, by Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation.

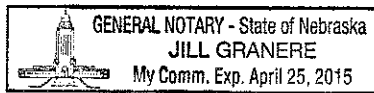
Notary Public

STATE OF NEBRASKA

SS:

COUNTY OF HALL

The foregoing was acknowledged before me on January 16, 2014, by Bob McFarland, Chairman of the Hall County Board of Supervisors.



Jill Granere

Notary Public

THIS CONTRACT IS IN DUE FORM ACCORDING TO LAW AND HEREBY APPROVED:

Date: January ____, 2014

Robert Sivick
Grand Island City Attorney

Date: January 16, 2014

Jack Zitterkopf

Jack Zitterkopf
Chief Deputy Hall County Attorney

RESOLUTION 2014-28

WHEREAS, the City of Grand Island owns and is not using a building and real estate (property) located at 1306 West Third Street, Grand Island, Hall County, Nebraska and more particularly described as:

Lots Three (3) and Four (4), Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska; and

WHEREAS, a Request for Proposals was prepared and published soliciting proposals for the sale and use of the property; and

WHEREAS, a proposal was received from the County of Hall, the terms of which are memorialized in a Purchase Agreement; and

WHEREAS, on January 14, 2014 the Hall County Board of Supervisors acting as the governing body for the County of Hall, approved said Purchase Agreement; and

WHEREAS, the terms of said Purchase Agreement have been negotiated, reviewed, and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City approves the terms of the Purchase Agreement and the Mayor is authorized to execute it on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

Jay Vavricek, Mayor

Attest:

Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	▣ _____
February 9, 2014	▣ City Attorney



City of Grand Island

Tuesday, February 11, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of January 29, 2014 through February 11, 2014

The Claims for the period of January 29, 2014 through February 11, 2014 for a total amount of \$2,507,213.03. A MOTION is in order.

Staff Contact: RaNae Edwards