

Tuesday, April 8, 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 - Pastor John Hayes, Grace Baptist Church, 1115 South Vine 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, April 8, 2014

Council Session

Item C-1

Proclamation "Child Abuse Prevention Month" April 2014

Because all children deserve love, comfortable homes, and tender care from parents and adults who make them feel safe, happy and loved, and because the effects of child abuse are felt by whole communities and need to be addressed by the entire community, the Mayor has proclaimed the month of April, 2014 as "Child Abuse Prevention Month". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

WHEREAS,

WHEREAS,

children are vital to our state's future success, prosperity, and quality of life as well as being our most vulnerable assets; and

all children deserve to have safe, stable, nurturing, and healthy homes and communities that foster their well-being; and

WHEREAS,

child abuse and neglect is a public responsibility affecting both the current and future quality of life of a state; and

WHEREAS,

parents need support and resources to cope with stress and nurture their children to grow to their full potential; and

WHEREAS,

effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2014 as

"CHILD ABUSE PREVENTION MONTH"

in the City of Grand Island, and encourage all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

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

Attest:

Jay Vavricek, Mayor

RaNae Edwards, City Clerk



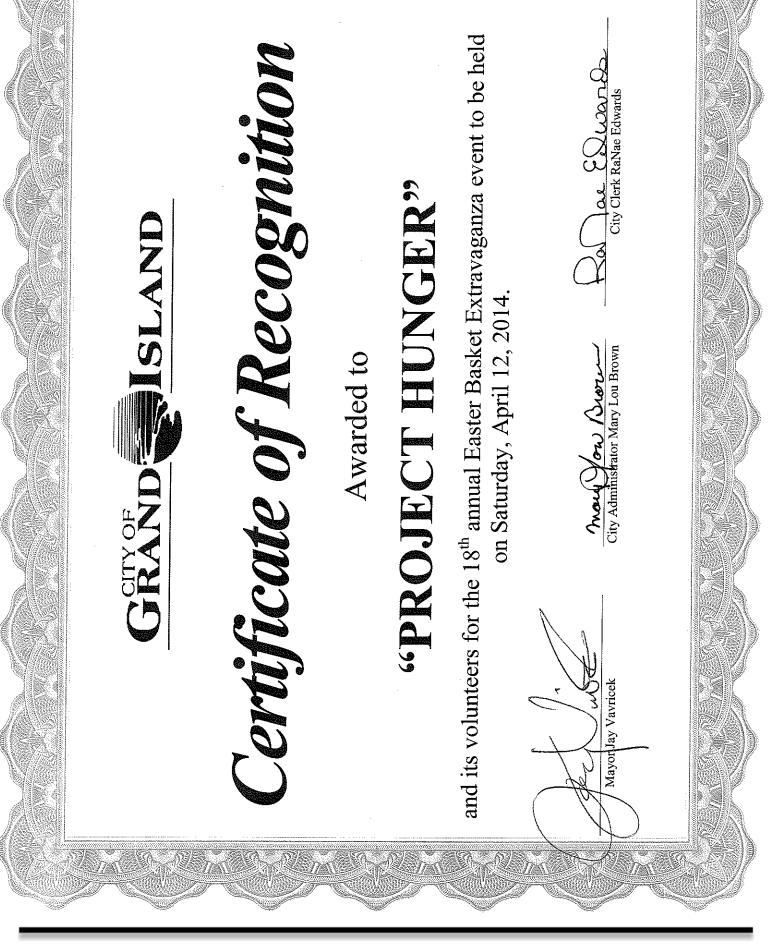
Tuesday, April 8, 2014 Council Session

Item C-2

Recognition of Project Hunger for their Easter Basket Extravaganza, April 12, 2014

The Mayor and City Council will recognize the volunteers from Project Hunger for their outstanding work to present the 18th annual Easter Basket Extravaganza to be held at the Conestoga Mall on Saturday, April 12, 2014. The mission of Project Hunger is to: 1) raise the awareness of the community concerning the reality of hunger on a local level, outside of our immediate area, and in the world and 2) to permit and promote the opportunity of gathering food and monetary resources to be used in our own community and beyond.

Staff Contact: Mayor Jay Vavricek





Tuesday, April 8, 2014 Council Session

Item C-3

Recognition of the Nebraska State Fair

In commemoration of the April 18, 2008 signing of Legislative Bill 1116, the visionary action to seek the State Fair's relocation and the success that has been achieved since the relocation are acknowledged.

Staff Contact: Mayor Jay Vavricek





Tuesday, April 8, 2014 Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 3120 W. Old Potash Hwy. - Brand

Staff Contact: Tim Luchsinger, Utilities Director

From:	Tim Luchsinger, Utilities Director
Meeting:	April 8, 2014
Subject:	Acquisition of Utility Easement – Southwest Corner of 3120 W. Old Potash Hwy. – Brand
Item #'s:	E-1 & G-3
Presenter(s):	Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Kenneth L. and Mary M. Brand, located at 3120 W. Old Potash Highway, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Culligan is increasing their electrical needs and will need a larger service from the City Utilities Department. To fulfill that need, a three-phase pad-mounted transformer will be located on the property line between Culligan at 3112 Old Potash Highway and Brands at 3120 Old Potash Highway. An easement is needed on both properties to place the transformer. The transformer can serve both businesses.

Alternatives

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

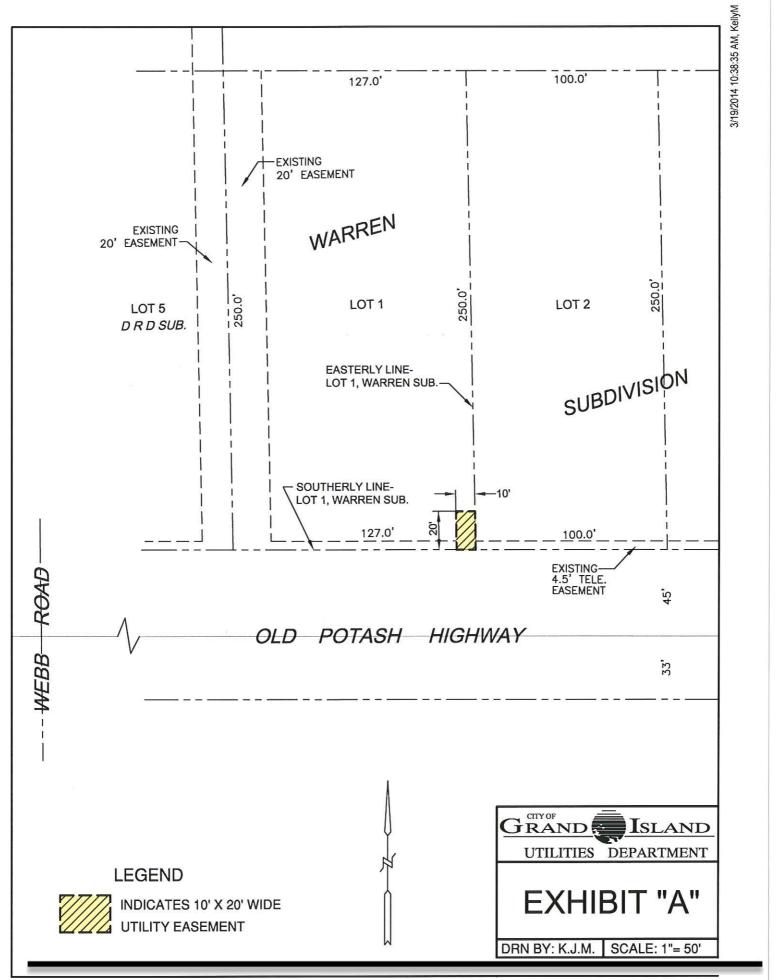
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





Tuesday, April 8, 2014 Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 3112 W. Old Potash Hwy. - Walker

Staff Contact: Tim Luchsinger, Utilities Director

From:	Tim Luchsinger, Utilities Director
Meeting:	April 8, 2014
Subject:	Acquisition of Utility Easement – 3112 W. Old Potash Highway – Robert H. Walker and Lois E. Walker, Trustees
Item #'s:	E-2 & G-4
Presenter(s):	Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Robert H. Walker, Trustee of the Robert H. Walker Revocable Living Trust, and Lois E. Walker, Trustee of the Lois E. Walker Revocable Living Trust, located at 3112 W. Old Potash Highway, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Culligan is increasing their electrical needs and will need a larger service from the City Utilities Department. To fulfill that need, a three-phase pad-mounted transformer will be located on the property line between Culligan at 3112 Old Potash Highway and Brands at 3120 Old Potash Highway. An easement is needed on both properties to place the transformer. The transformer can serve both businesses.

Alternatives

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

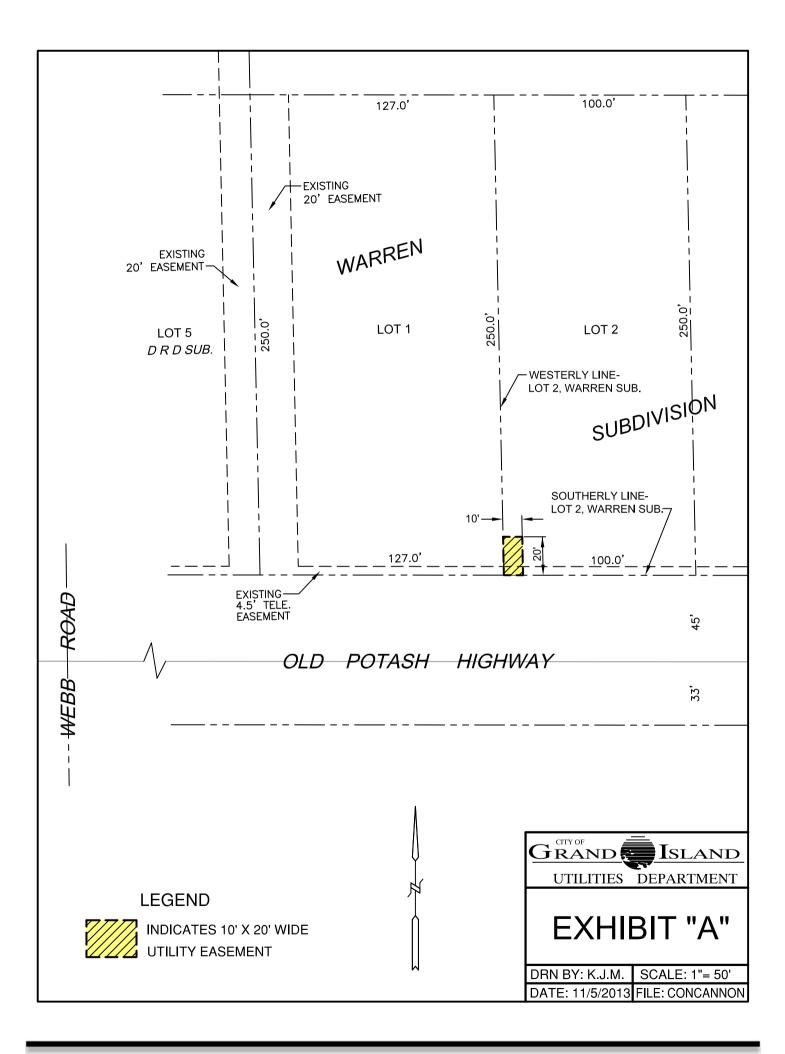
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





Tuesday, April 8, 2014 Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement located at 3200 West Bachman Street in Wilson Concrete Subdivision (Wilson Concrete Company)

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

From:	Terry Brown PE, Assistant Public Works Director
Meeting:	April 8, 2014
Subject:	Public Hearing on Acquisition of Utility Easement in Wilson Concrete Subdivision (Wilson Concrete Company)
Item #'s:	E-3 & G-6
Presenter(s):	John Collins PE, Public Works Director

Background

Street Improvement District No. 1260; Webb Road – South Webb Road extending north from Stolley Park Road to Union Pacific Railroad Tracks was created by City Council on February 12, 2013. In order for this district to be constructed the City needs to acquire a utility easement, 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 acquire the necessary utility easement to install and maintain utilities for Street Improvement District No. 1260. This utility easement will allow for the improvements to the roadway and drainage along this portion of Webb Road.

There will not be any compensation to the property owner for such utility easement, as this easement area involves an existing easement.

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

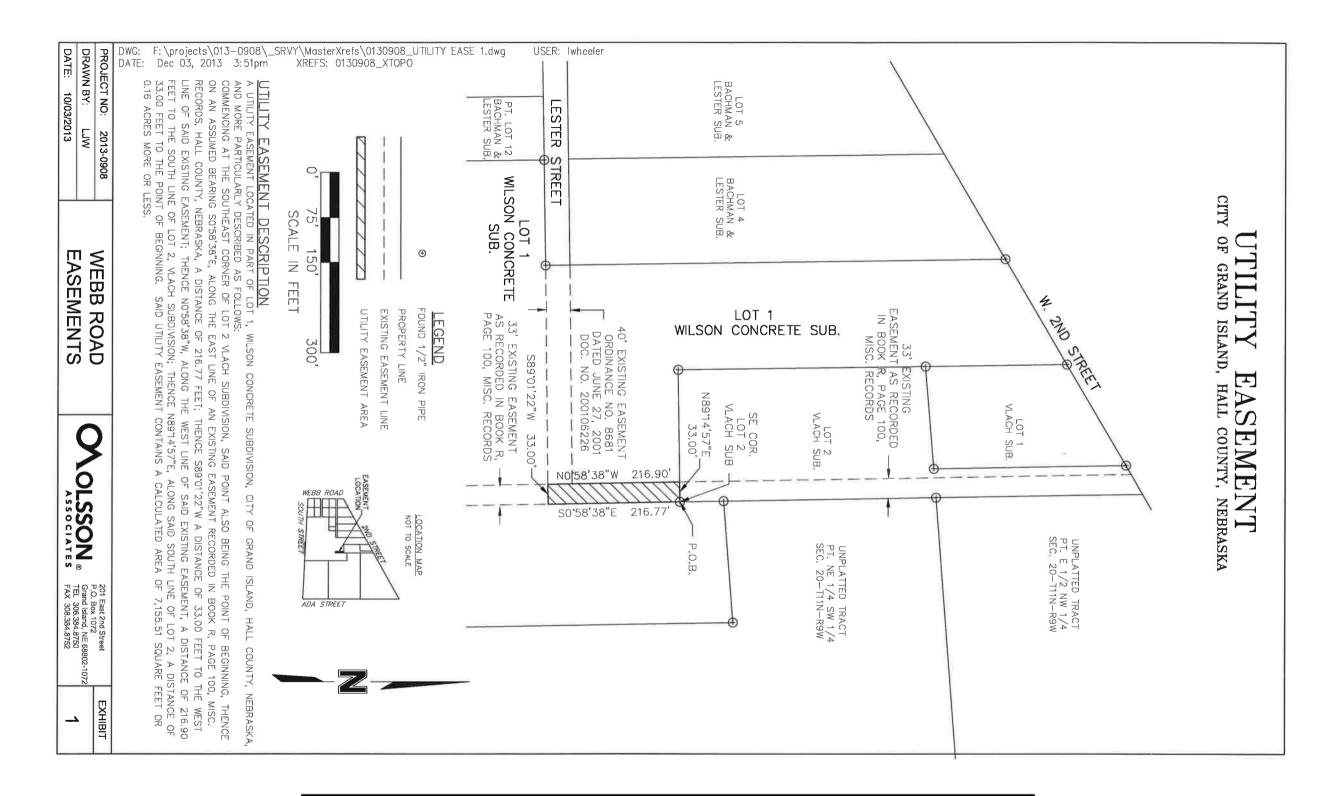
- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the utility easement from Wilson Concrete Company for Street Improvement District No. 1260; Webb Road – South Webb Road extending north from Stolley Park Road to Union Pacific Railroad Tracks.

Sample Motion

Move to approve the resolution.





Tuesday, April 8, 2014 Council Session

Item E-4

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

From:	Terry Brown PE, Assistant Public Works Director
Meeting:	April 8, 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-4 & G-10
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 worked with the property owner, who has agreed to donate this piece of right-of-way to the City 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.

<u>Alternatives</u>

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

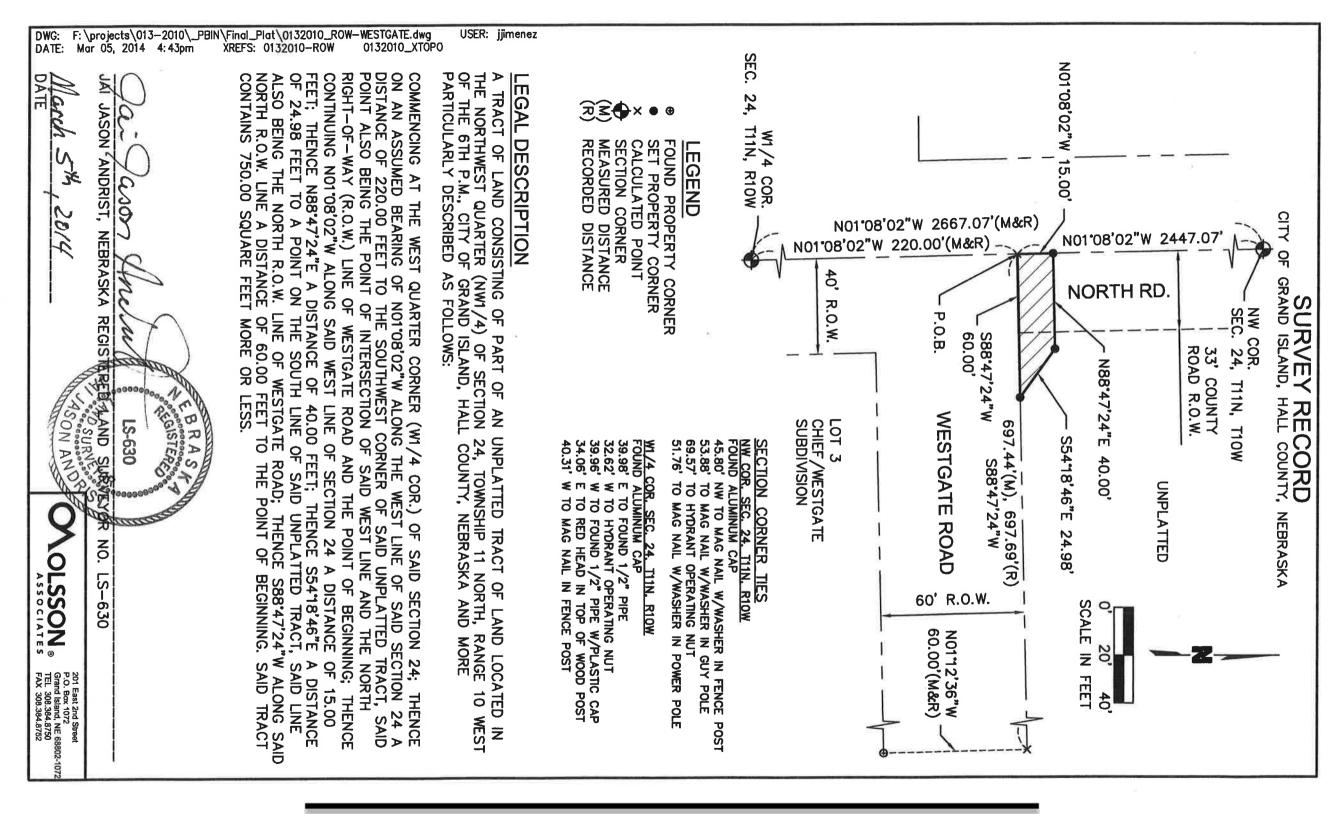
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

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.





Tuesday, April 8, 2014 Council Session

Item F-1

#9482 - Consideration of Creation of Sanitary Sewer District No. 532; Westwood Park Subdivision

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

From:	Terry Brown, Assistant Public Works Director
Meeting:	April 8, 2014
Subject:	Consideration of Creation of Sanitary Sewer District No. 532; Westwood Park Subdivision
Item #'s:	F-1
Presenter(s):	John Collins, Public Works Director

Background

Council action is needed to create a sanitary sewer district. The boundary for the proposed district was selected in order to serve the remainder of the Westwood Park Subdivision (see attached sketch). A petition for sanitary sewer with the above district was circulated in the area and signed by 26 residents.

This same boundary was used for Sanitary Sewer District No. 529 in August 2012, however the lowest bid received at that time was 65% above the engineer's estimate.

Discussion

If the district is created, a notice will be mailed to all affected property owners, a 30-day protest period allowed and an open house meeting held to review the project with property owners. The Public Works Department recommends that the assessments for the district be spread equally across the lots in the district.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the creation of Sanitary Sewer District No. 532. A ten (10) year assessment period is recommended.

Sample Motion

Move to approve the ordinance.



PETITION FOR CREATION OF SANITARY SEWER DISTRICT

RETURN TO: PUBLIC WORKS DEPARTMENT PO BOX 1968 GRAND ISLAND, NE 68802-1968

We, the undersigned, petition the Mayor and the Council to create a sanitary sewer district to serve our properties.

We hereby expressly consent that the City of Grand Island, for the purpose of surveying and construction of such sanitary sewer main, may pass along and across the immediate area of our property, and we grant the City of Grand Island, insofar as is reasonably necessary, the right to place soil, dirt and sand necessarily excavated in such construction upon the parts of our land abutting upon such construction for and during the period of construction.

We hereby severally waive all claims for damages reasonably resulting from construction of such sanitary sewer main and from damage or destruction to trees or shrubbery.

We petition creation of a sanitary sewer district to serve the following properties and agree that the cost of construction of this district will be assessed against the abutting properties.

NAME	ADDRESS
Robert T Pavelka	4007 Driftwood Drive
Kham KOOPHALICHI	4 M LABY ORIFTLEDO DR.
Webanshriner	4010 Driftwood Dr
Molissa Pembo	40/6 Driftwood Dr.
Ruder Prant	SIL Sweet wood Dr
Richard Fron	4028 Greenwood
Richard Frew	4022 Greenwood
Sue Zavodny	HOIT Greenwood
Tim Knoyse	4016 Greendwood Dr.
Loric Earnest	4035 Greenwood Dr.
GLEN LAVERU GRUBBS	327 DRIFTODOD CT



PETITION FOR CREATION OF SANITARY SEWER DISTRICT

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We hereby severally waive all claims for damages reasonably resulting from construction of such sanitary sewer main and from damage or destruction to trees or shrubbery.

We petition creation of a sanitary sewer district to serve the following properties and agree that the cost of construction of this district will be assessed against the abutting properties.

NAME	ADDRESS
Kerri Black burn	624 Sweetwood Drive
Unto Billington	712 sweetwood
Shirley F Wohen	118 Sansetwood
Mike Hoffman	817 Sweetwood Dr
Suphanie Wood	823 Sweetwood De
Sect Madisen	829 Sweedwood Dr
Mindi Habark	Jo35 Duffwood PR.
Tum Woital any 7	MALIS, 4027 Duittoned DR
Kaylyn waited	Man 4027 Distanced Dr
Chuch Wakehouse	828 Drittwood Ut
Olin Barnes	4015 Driftwood Dr.



PETITION FOR CREATION OF SANITARY SEWER DISTRICT

RETURN TO: PUBLIC WORKS DEPARTMENT

PO BOX 1968 GRAND ISLAND, NE 68802-1968

We, the undersigned, petition the Mayor and the Council to create a sanitary sewer district to serve our properties.

We hereby expressly consent that the City of Grand Island, for the purpose of surveying and construction of such sanitary sewer main, may pass along and across the immediate area of our property, and we grant the City of Grand Island, insofar as is reasonably necessary, the right to place soil, dirt and sand necessarily excavated in such construction upon the parts of our land abutting upon such construction for and during the period of construction.

We hereby severally waive all claims for damages reasonably resulting from construction of such sanitary sewer main and from damage or destruction to trees or shrubbery.

We petition creation of a sanitary sewer district to **serve** the following properties and agree that the cost of construction of this district will be assessed against the abutting properties.

NAME	ADDRESS
Kirk Shack	XULLUES 4040 Driftwood G.I.
Victy Zabla	706 Sweetwood
Rolen Dring	
Join Zerke,	4011 Greenwood Dr GI
Rachell & Warn	le 4028 Driftwood Dr GT

÷,

ORDINANCE NO. 9482

An ordinance creating Sanitary Sewer District No. 532 of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; providing for the assessment of special taxes for constructing such sewer and collection thereof; and providing 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. Sanitary Sewer District No. 532 is hereby created for the construction of an eight (8.0) inch sanitary sewer main an appurtenances thereto for Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41), Forty Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-

Approved as to Form ¤_____ April 4, 2014 ¤ City Attorney

ORDINANCE NO.9482 (Cont.)

Six (46), Forty-Seven (47), Westwood Park Subdivision in the City of Grand Island, Hall County

Nebraska; and Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West of the

6th P.M., Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:

Beginning at the northeast corner of Lot 1, Westwood Park Subdivision, then southerly on the east line of Lots 1, 45, 46, 47 and an extension thereof to the southeast corner of Lot 47, thence easterly on an extension of the south line of said Lot 47, Westwood Park Subdivision to a point 33' west of the east line of Section 14-11-10 said point being on the west line of North Road, thence south on the west line of North Road for a distance of 300', thence westerly on a line south of an parallel to the south line of Lots 42 & 47, Westwood Park Subdivision for a distance of 300', thence northerly on a line 300' west of and parallel to the west line of North Road for a distance of 300' to the south line of Lot 42, Westwood Park Subdivision, thence westerly on the southerly line of Lots 41 & 42, Westwood Park Subdivision, to the southwest corner of said Lot 41. Westwood Park Subdivision, said point being on the east line of Lot 36, Westwood Park Subdivision, thence southerly on the east line of Lots 30, 31, 32, 33, 34, 35, & 36, Westwood Park Subdivision to the northwest corner of Lot 28, Westwood Park Subdivision, thence easterly on the north line of Lots 24, 25, 26, 27, & 28, Westwood Park Subdivision, and an extension thereof to a point on the east line of Section 14-11-10, said line also being the east line of Westwood Park Subdivision, thence southerly on the east line of Westwood Park Subdivision to the southeast corner of Westwood Park Subdivision, thence west on the south line of Lots 19, 20, 21, 22, & 23, Westwood Park Subdivision and an extension thereof to the southwest corner of Lot 19. Westwood Park Subdivision, thence north on the west line of Lot 19, Westwood Park Subdivision, to the southeast corner of Lot 18, Westwood Park Subdivision, thence west on the south line of Lot 18, Westwood Park Subdivision, to the east line of Sweetwood Drive, thence southerly on the east line of Sweetwood Drive for a distance of 19', thence westerly on the south line of Lot 17, Westwood Park Subdivision, and an extension thereof to the southwest corner of Lot 17. Westwood Park Subdivision, thence northerly on the west line of Lots 13, 14, 15, 16, & 17, and an extension thereof to the north line of Elmwood Drive, thence easterly on the north line of Elmwood Drive to the southwest corner of Lot 12, Westwood Park Subdivision, thence northerly on the west line of Lot 12, Westwood Park Subdivision, to the northwest corner of Lot 12, Westwood Park Subdivision, thence east on the north line of Lot 12, Westwood Park Subdivision, to the southwest corner of Lot 11, Westwood Park Subdivision, thence northerly on the west line of Lot 10 & 11, and an extension thereof to the northwest corner of Lot 10, Westwood Park Subdivision, thence east on the north line of Lot 10, Westwood Park Subdivision, to the west line of Sweetwood Drive, thence north on the west line of Sweetwood Drive, to the north line of Driftwood Drive, thence east on the north line of Driftwood Drive to the southwest corner of Lot 7, Westwood Park Subdivision,

ORDINANCE NO.9482 (Cont.)

thence north on the west line of Lot 7, Westwood Park Subdivision to the north line of Westwood Park Subdivision, thence easterly on the north line of Westwood Park Subdivision to the point of beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications prepared by the Engineer for the City who shall estimate the costs thereof, and submit the same to the City Council, and thereafter, bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such sanitary sewer main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the sanitary sewer main in such district. No property thus benefited by sanitary sewer main improvements shall be connected to the sanitary sewer main until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

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

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

- 3 -

Grand Island

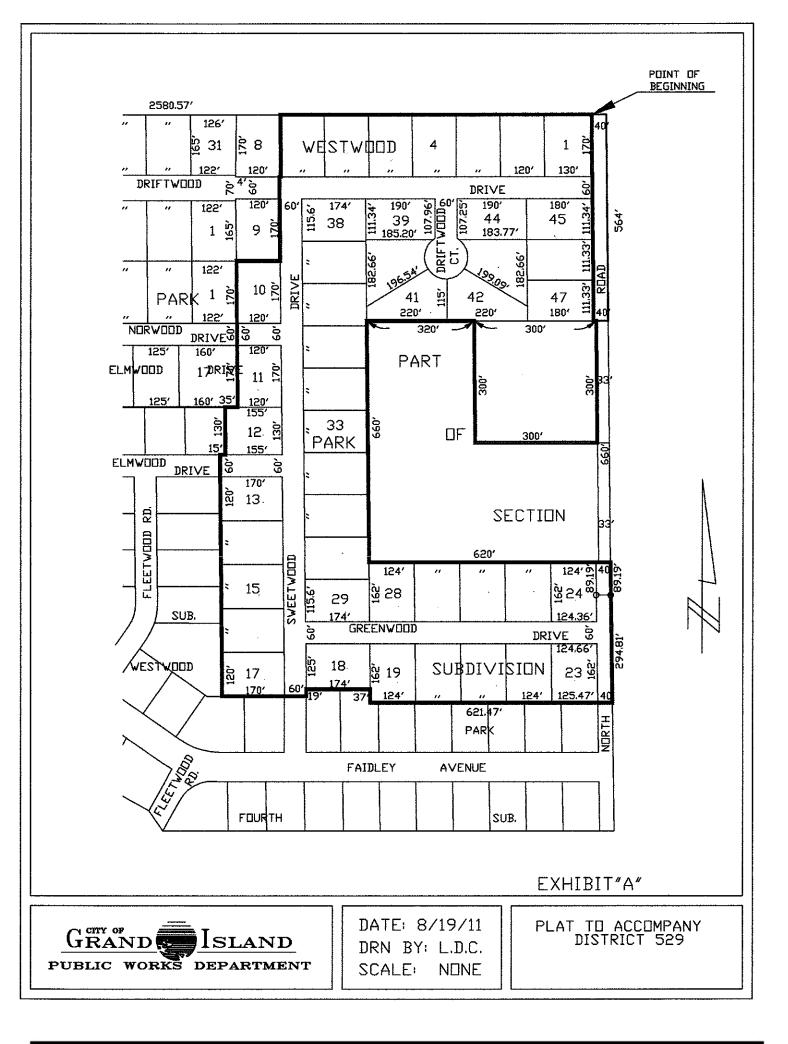
ORDINANCE NO.9482 (Cont.)

Enacted: April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





Tuesday, April 8, 2014 Council Session

Item F-2

#9483 - Consideration of Amending Chapter 22 of the Grand Island City Code Relative to Parking

Staff Contact: Steven Lamken

From:	Steven Lamken, Police Chief
Meeting:	April 8, 2014
Subject:	Amendments to Section 22 of the Grand Island City Code Relative to Parking
Item #'s:	F-2
Presenter(s):	Steven Lamken, Police Chief

Background

The regulation of parking in the City is important for traffic safety and the quality of life in our residential areas. The Police Department is requesting changes in the ordinances governing parking in Section 22 of the City Code. The changes will update language in the code, make provisions for the towing of vehicles that create a safety concern, create a provision for towing a vehicle that has unpaid parking tickets issued to it and to formalize the standards for the release of vehicles from impoundment. These changes were discussed at the April 1, 2014 Study Session.

Discussion

22-102 and 22-104

The term "tag" is changed to "ticket" in both paragraphs.

22-106

Section (1) deletes the term "police officer" and uses the term "employee authorized by the Police Department." The Police Department assigns both sworn Police Officers and non-sworn Community Service Officers to enforce parking code violations and tow vehicles.

Section (1) A, permits the towing of vehicles that are illegally parked and obstructing a street or alley.

Sections (1) B creates a scoff law provision in the code that allows us to tow a vehicle that has two or more unpaid parking tickets. We would have the authority to tow from the

roadway or public parking lots but not private property. This change creates sanctions for not paying parking fines which is currently lacking in code.

Section (1) C permits the towing of vehicles that are a concern for public safety. Examples of such tows would be vehicles that have been stripped of equipment and parts left on the street which are accessible to children, vehicles that have burned and left on the street, and vehicles that are parked that are creating a safety hazard to traffic by obstructing traffic lanes or driver vision. Another example is a vehicle that is parked on the shoulder of the roadway in such a manner as to create a hazard to traffic on the roadway.

Section (1) C changes the code to permit the Department to manage towing reports in a more efficient manner as is our current practice.

The second paragraph of Section (1) A and B establishes conditions for release of an impounded vehicle. This includes the payment of any unpaid parking violations against the vehicle and that the vehicle is properly registered and insured and that there is a licensed driver to operate the vehicle. If the vehicle cannot be legally driven on roadway, the option is to have the vehicle towed from the impound lot to a private property location at the owner's expense. This is current practice.

Section (2) changes the language "officer in charge" to the Police Department. The release of impounded vehicles is administered by non-sworn staff.

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 adopt and pass the changes to Section 22 of the City Code.

Sample Motion

Move to approve the changes to Section 22 of the City Code.



Changes to Section 22 - Parking

Purpose

- Tupdate language in code
- Establish criteria for towing vehicles with parking violations.
- Formalize Policy on Release of Vehicles from Impoundment in code



Language Updates

22-102, 22-104 Change "Tag" to "Ticket"
22-106 (1) Change "Police Officer" to "Employee"
22-106 (1) Change "Notice of Towing Tag" to "Towing Report"
22-106 (2) Change "Officer in Charge" to "Police Department"



Scofflaw

22-106 (1) Scofflaw provision would allow the towing and impoundment of vehicles with two or more unpaid parking tickets from streets or public parking lots.

Grand Island POLICE

Release of Impounded Vehicles

~22-106 Release Requirements

The A person with a valid operators license

The vehicle is properly registered, licensed and insured

Absent either of the above, the vehicle is towed by towing service and not operated on the roadway

ORDINANCE NO. 9483

An ordinance to amend Chapter 22 of Grand Island City Code; to amend Section

22-102; Section 22-104; and Section 22-106; to clarify and/or make general corrections to various code sections, 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. Section 22-102; Section 22-104; and Section 22-106; of the Grand

Island City Code is hereby amended to read as follows:

§22-102. Official Police Tag Ticket to Be Issued

Each violator of the parking provisions of this article or Article XII in this chapter shall be given notice in the form of an official police tag ticket attached to the offending motor vehicle, which notice shall require such violator to appear at the police department.

§22-104. Appearance In Response to Police Tag Ticket

Persons receiving police tags tickets for violations of this article or Article XII of this chapter shall have five (5) days from the date on which the official tag ticket was attached to the offending motor vehicle to report in person to the Police Department with said official police tag ticket and pay the amounts set out in §22-103, or to mail the official police ticket and full payment as set out in §22-103 to the Police Department. Further, said persons shall also be in violation of the provisions of this Code and subject to the penalties provided herein.

§22-106. Impounding of Vehicles Generally

(1) Whenever any vehicle is found by a police officer an employee authorized by the <u>Police Department</u> to:

(A) Be parked, abandoned, or left standing in the streets or alleys of the City in

violation of the provisions of this chapter; or

(B) Have two (2) or more unpaid overdue parking tickets; or

(C) Be a danger to the public, health, welfare and or safety,

such police officer Police Department employee may remove and convey such vehicle, or cause such vehicle to be removed and conveyed by means of towing or otherwise, to the automobile pound. A police tag shall be attached to such impounded vehicle indicating that such vehicle has been impounded, and directing the owner or operator to appear at the police department. A report documenting the reason for and the towing of the vehicle shall be completed by the Police Department employee and placed in a designated location for such reports. No impounded vehicle shall be discharged released or removed from impoundment prior to the public sale

Approved as to Form¤April 4, 2014¤City Attorney

ORDINANCE NO. 9483 (Cont.)

provided for in §22-108 except by the payment by the owner, operator, or driver of such impounded vehicle, of all unpaid overdue parking tickets, of an impounding fee as set forth in the User Fee Schedule approved and adopted by the City Council, plus and any towing and storage charge assessed against such automobile as provided for in §22-107. Further, no impounded vehicle shall be released from impoundment without:

(A) The person claiming the vehicle, or another person accompanying them, presenting for inspection a valid driver's license; and

(B) The vehicle being properly registered and insured for operation upon the roadway in accordance with State Statute.

In the event that conditions (A) and (B) above cannot be met, the vehicle may be released to a towing service only after the owner arranges for the vehicle to be towed from the impoundment facility by the towing service and is not operated on the roadway.

(2) When, and if, the owner, operator, or custodian of such automobile presents himself/<u>herself</u> at the Police Department in response to the impoundment notice, it shall be the duty of the officer in charge Police Department to inform such person of the nature of the violation for which such vehicle was impounded. In case the owner, driver, or custodian of any impounded vehicle executes an affidavit denying the facts upon which the impoundment has been based, and protesting the payment of such impounding, towing, and storage fees, the receipt for the same shall be marked, "Paid Under Protest," and in such case it shall become the duty of the chief of police to make complaint in conformity with the provisions of this Code, or other ordinances of the City. If such person is found not guilty by the court upon such charges, it shall be the duty of the chief of police to refund to such person the fees so paid under protest.

(3) Neither the owner, lessee, nor occupant of the premises from which any abandoned vehicle shall be removed, nor the City of Grand Island shall be liable for any loss or damage to such vehicle which occurs during its removal or while in the possession of the City or its contractual agent, or as a result of any subsequent disposition.

(4) It shall be the duty of the chief of police, <u>or their designee</u>, to account for any fees collected by <u>him the Police Department</u> under the provisions of this section to the city treasurer, who shall place the same in the police fund. The chief of police, <u>or their designee</u>, shall also keep a record of the name of the owner of each impounded vehicle <u>containing the name of the owner</u>, the registration plate numbers (if any), and the make, and model and year <u>of the vehicle</u>, <u>of each impounded vehicle</u>, as well as the nature of each violation involved and the ultimate disposition of each <u>impounded vehicle</u>.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and

hereby are, repealed.

SECTION 3. 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.

- 2 -

Grand Island

ORDINANCE NO. 9483 (Cont.)

Enacted: April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 8, 2014 Council Session

Item F-3

#9484 - Consideration of Vacation of Lots 69, 70, 71 and 84 of Copper Creek Estates Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From:	Regional Planning Commission
Meeting:	April 8, 2014
Subject:	Request to Vacate Lots 69, 70, 71 and 84 of Copper Creek Estates Subdivision along with all Easements
Item #'s:	F-3
Presenter(s):	Chad Nabity AICP, Regional Planning Director

Background

Sean O'Connor with the Guarantee Group LLC., as the owner of the impacted property has requested that the City vacate Lots 69, 70, 71 and 84 of Copper Creek Estates Subdivision and the easements on those lots.

Discussion

This request was made to facilitate the replatting of this property into Copper Creek 7th Subdivision. Vacating these lots will eliminate any issues with partial lots that would be created by the proposed new Copper Creek 7th Subdivision. Copper Creek 7th Subdivision is up for consideration at this meeting. Vacating and replatting these lots and easements will not result in any issues with installed utilities.

Staff is recommending that Council retain the right-of-way that was dedicated for Aster Drive, Prairie Clover Circle and Old Potash Highway.



Copper Creek Estates Subdivision with Lots 69, 70, 71 and 84 highlighted.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the ordinance to vacate lots 69,70,71 and 84 of Copper Creek Estate Subdivision.

Sample Motion

Move to approve as recommended.



* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9484

An ordinance to vacate Lots Sixty-Nine (69), Seventy (70), Seventy-One (71) and Eighty-Four (84) of Copper Creek Estates Subdivision in the City of Grand Island, Hall County, Nebraska; to provide for the recording of 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 the plat dated March 7, 2006 and approved by the City of Grand Island, Nebraska, on March 7, 2006 for Lots Sixty-Nine (69), Seventy (70), Seventy-One (71) and Eighty-Four (84) of Copper Creek Estates Subdivision in the City of Grand Island, Hall County, Nebraska; is hereby vacated including all easements dedicated with the plat across said lots but excluding any right-of-way dedicated for Aster Drive, Old Potash Highway and Prairie Clover Circle as shown on the attached "Exhibit A".

Approved as to Form¤April 4, 2014¤City Attorney

ORDINANCE NO. 9484 (Cont.)

SECTION 2. That the title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate abutting the same in proportion to the respective ownership of such real estate.

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

SECTION 4. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 5. 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.

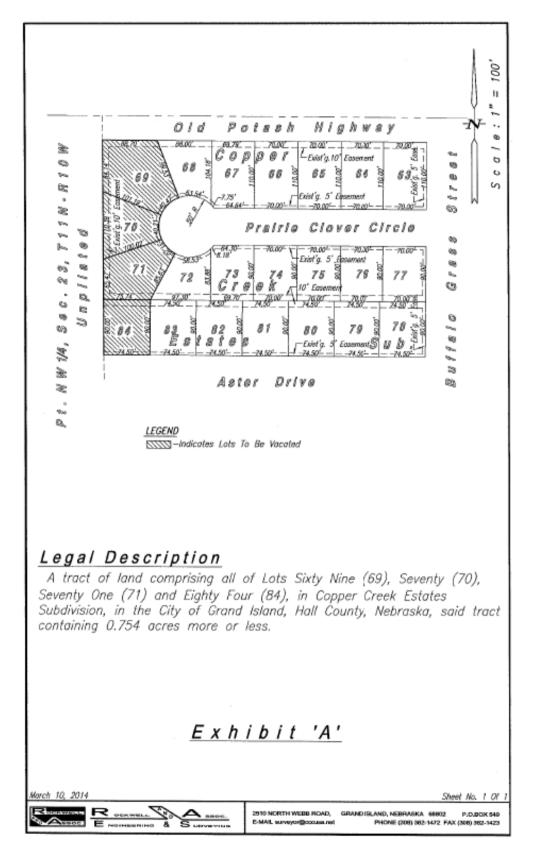
Enacted: April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk







City of Grand Island

Tuesday, April 8, 2014 Council Session

Item G-1

Approving Minutes of March 25, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING March 25, 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 March 25, 2014. Notice of the meeting was given in *The Grand Island Independent* on March 19, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Kent Mann, Linna Dee Donaldson, Chuck Haase, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Mark Stelk, 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.

<u>INVOCATION</u> was given by Pastor Jay Warriner, Abundant Life Christian Center, 3411 West Faidley Avenue followed by the <u>PLEDGE OF ALLEGIANCE</u>.

Mayor Vavricek introduced Community Youth Council member Diana Molina.

PRESENTATIONS AND PROCLAMATIONS:

<u>Recognition of the Grand Island Northwest Girls Basketball Team for Second Consecutive Class</u> <u>"B" State Championship.</u> Mayor Vavricek and the City Council recognized the Grand Island Northwest Girls Basketball Team and Coach Mike Herzberg for their second consecutive Class "B" State Championship. Coach Herzberg and the Viking Team were present for the recognition.

<u>Recognition of "Race for GRACE" April 5, 2014.</u> Mayor Vavricek and the City Council recognized the volunteers for the "Race for GRACE" event to be held on Saturday, April 5, 2014. Lisa Willman, Julie Pfeifer, and Angie Ziller were present for the recognition and commented on the event.

<u>Recognition of March 30, 2014 – Prayer Vigil Service for Members of the Grand Island Veterans</u> <u>Home.</u> Kaytlyn Hensen and Korinna Naranjo invited everyone to the Prayer Vigil Service on March 30, 2014 at the Grand Island Veterans Home for veterans, care givers, and family of veterans.

PUBLIC HEARINGS:

<u>Public Hearing on Amendment to the Redevelopment Plan for CRA Area 1 located at 8th Street</u> <u>and Superior Street.</u> Regional Planning Director Chad Nabity reported that the Grand Island Area Habitat for Humanity submitted an amendment to the redevelopment plan that would provide for site acquisition, site work and extension of utilities and subsequent construction of six single family houses on property located at the corner of 8th Street and Superior Street. Staff recommended approval. No public testimony was heard. <u>Public Hearing on Amendment to the Redevelopment Plan for CRA Area 2 located at 3051</u> <u>South Locust Street.</u> Regional Planning Director Chad Nabity reported that Heritage Hospitality Inc. had submitted an amendment to the redevelopment plan that would provide for site acquisition, necessary clearance, site work and planning activities and the subsequent construction of a 59 room Mainstay Suites Extended Stay Hotel at 3051 South Locust Street. Staff recommended approval. No public testimony was heard.

<u>Public Hearing on Consideration of Amending Chapter 33 of the Grand Island City Code</u> <u>Relative to Subdivision Regulations – Street Design Standards.</u> Public Works Director John Collins and Regional Planning Director Chad Nabity reported that staff had been updating the street typical section drawings to accommodate the streets, storm sewer, and public and private utilities. Amendments to be considered included changes to Chapter 33-12 Streets and Alleys and the addition of Addendum "C" Street Cross Sections. The Planning Commission recommended Section 33-12 be amended to reduce the standard residential street width from 37 feet to 32 feet. Staff recommended approval. Pat O'Neill spoke in support of the 32' street width. No further public testimony was heard.

<u>Public Hearing on Citizen Participation Plan Revision.</u> Finance Director Jaye Monter reported that the Nebraska Department of Economic Development (NDED) required all communities receiving Community Development Block Grants (CDBG) funds adopt a Citizen Participation Plan. This plan sets forth how citizens, especially lower income and/or disabled persons, were to be provided with opportunities to participate in the planning, implementation and assessment of the CDBG programs. The last update was on August 25, 1997. Staff recommended approval. No public testimony was heard.

<u>Public Hearing on Contract Amendment for Community Development Block Grant 13-CR-002.</u> Finance Director Jaye Monter reported that on August 5, 2013 the city had been awarded a \$240,000 Community Development Block Grant (CDBG) for projects such as sidewalk, street, sewer and rental housing improvements. The city was seeking a contract amendment to change the scope of the project activities to better fit project plans of the Public Works Department. Staff recommended approval. No public testimony was heard.

Public Hearing on Contract Amendment for Community Development Block Grant 13-CR-102. Finance Director Jaye Monter reported that on August 5, 2013 the city had been awarded a \$240,000 Community Development Block Grant (CDBG) for projects such as improvements to public facilities, streets and sidewalks. Additional funds of \$300,000 were approved in October 2013. The city was seeking a contract amendment to change the scope of the project activities to better fit project plans of the Public Works Department. Staff recommended approval. No public testimony was heard.

RESOLUTION:

#2014-70 - Consideration of Approving the Purchase Agreement for Sale of Land to Michael Lilienthal. This item was related to the aforementioned Public Hearing. Ron Depue, Attorney for Michael Lilienthal, Cindy Johnson with the Chamber of Commerce, and Jay Kaspar with the Economic Development Corporation (EDC) spoke in support.

City Attorney Bob Sivick explained this Resolution was the purchase agreement which was contingent upon Mr. Lilienthal receiving Tax Increment Financing (TIF). Assistant City Attorney Stacy Nonhof answered questions concerning the appraised value which was \$575,000. Finance Director Jaye Monter stated the book value was \$587,821.

Motion by Haase, second by Nickerson to approve Resolution #2014-70. Upon roll call vote, all voted aye. Motion adopted.

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:

#9478 - Consideration of Sale of Real Estate to Michael Lilienthal
#9479 - Consideration of Amending Chapter 5 of the Grand Island City Code Relative to Animals
#9480 - Consideration of Amending Chapter 33 of the Grand Island City Code Relative to Subdivision Regulations – Street Design Standards
#9481 - Consideration of Amending Chapter 8-14 of the Grand Island City Code Relative to Buildings
#9477 - Consideration of Setting Forth Gender Neutral Calculation for Pre-84 Police Pension

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage." Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

#9478 - Consideration of Sale of Real Estate to Michael Lilienthal

This item related to the aforementioned Public Hearing.

Motion by Haase, second by Hehnke to approve Ordinance #9478 on first reading. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9478 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9478 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9478 is declared to be lawfully adopted upon publication as required by law.

#9479 - Consideration of Amending Chapter 5 of the Grand Island City Code Relative to Animals

Assistant City Attorney Stacy Nonhof reviewed the changes to Chapter 5 of the Grand Island City Code relating to animals. Kathy Nabity, 121 West 23rd Street spoke in support of backyard hens. Lewis Kent, 624 Meves Avenue spoke in support.

Comments were made by Council concerning enforcement, nuisance owner, enclosures for animals, education of animal owners, pet license fee, property boundaries, and chickens.

Motion by Gilbert second by Minton to approve Ordinance #9479 on first reading. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9479 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 Minton, Stelk, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Mann voted aye. Councilmembers Paulick and Gericke voted no. Motion adopted.

City Clerk: Ordinance #9479 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 Minton, Stelk, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Mann voted aye. Councilmembers Paulick and Gericke voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9479 is declared to be lawfully adopted upon publication as required by law.

#9480 - Consideration of Amending Chapter 33 of the Grand Island City Code Relative to Subdivision Regulations – Street Design Standards

This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Haase to approve Ordinance #9480 on first reading.

Discussion was held regarding parking and sidewalks.

Motion by Gericke, second by Paulick to amend the motion to approve Section B - 37' street width. Upon roll call vote, Councilmembers Paulick, Stelk, Gericke, and Nickerson voted aye. Councilmembers Minton, Gilbert, Hehnke, Haase, Donaldson, and Mann voted no. Motion failed.

City Clerk: Ordinance #9480 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 Minton, Stelk, Gilbert, Hehnke, Haase, Donaldson, and Mann voted aye. Councilmembers Paulick, Gericke, and Nickerson voted no. Motion adopted.

City Clerk: Ordinance #9480 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 Minton, Stelk, Gilbert, Hehnke, Haase, Donaldson, and Mann voted aye. Councilmembers Paulick, Gericke, and Nickerson voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9480 is declared to be lawfully adopted upon publication as required by law.

#9481 - Consideration of Amending Chapter 8-14 of the Grand Island City Code Relative to Buildings

Building Department Director Craig Lewis reported that Ordinance #9481 would amend Chapter 8-14 that would require the installation of a 3 inch pipe through floors, walls and into the attic space to provide a ventilation pipe in case future needs were to ventilate soil gasses.

Motion by Donaldson, second by Gericke to approve Ordinance #9481.

City Clerk: Ordinance #9481 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9481 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9481 is declared to be lawfully adopted upon publication as required by law.

#9477 – Consideration of Setting Forth Gender Neutral Calculation for Pre-84 Police Pension

Councilmember Gericke recused himself from Ordinance #9477.

City Attorney Bob Sivick stated this Ordinance would be read on second and final reading. He explained the background for Ordinance #9477 and stated this would allow the City to settle its disputes with the United States Equal Employment Opportunity Commission (USEEOC) related to gender discrimination complaints filed by past and present Grand Island Police Officers who were pre-84. This Ordinance would set forth a method of calculating gender neutral lump sum pension benefits for those police officers hired prior to 1984.

Motion by Haase, second by Hehnke to approve Ordinance #9477 on second and final reading. Upon roll call vote, Councilmembers Minton, Stelk, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Mann voted aye. Councilmember Paulick voted no. Motion adopted.

Councilmember Gericke returned to the meeting.

<u>CONSENT AGENDA</u>: Consent Agenda items G-3 and G-9 were removed for further discussion. Motion by Donaldson, second by Minton to approve the Consent Agenda excluding items G-3 and G-9. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 11, 2014 City Council Regular Meeting.

Approving Minutes of March 18, 2014 City Council Study Session.

#2014-58 - Approving Change of City Council Meeting Date from May 13, 2014 to May 6, 2014. City Administrator Mary Lou Brown stated the May 13, 2014 meeting was the same date as the Primary Election and recommended moving that meeting to May 6, 2014. Comments were made by Council concerning not changing the date and that we had never changed a meeting in the past due to the Primary Election.

Motion by Gilbert, second by Gericke to maintain the Council meeting on May 13, 2014. Upon roll call vote, Councilmembers Paulick, Stelk, Gericke, Gilbert, Hehnke, Haase, and Donaldson voted aye. Councilmembers Minton, Nickerson, and Mann voted no. Motion adopted.

#2014-59 - Approving Police Department Purchase of Portable Radios with Platte Valley Communications of Grand Island, NE in an Amount of \$38,467.70.

#2014-60 - Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System with EA Engineering, Science, and Technology, Inc. of Lincoln, NE in an Amount of \$50,000.00.

#2014-61 - Approving Certificate of Final Completion for Stuhr Road – Bismark Road to Burlington Northern Santa Fe Railroad Crossing; Paving Project No. 2013-P-4 with Gehring Construction and Ready Mix Co., Inc. of Columbus, NE.

#2014-62 - Approving Agreement for Engineering Consulting Services Related to Heartland Public Shooting Park Paving Improvements; Project No. 2014-HPSP-1 with Speece Lewis Engineers, Inc. of Lincoln, NE in an Amount of \$10,200.00.

#2014-63 - Approving Subordination Agreement for 1115 East 9th Street (Victor and Gina Henriquez).

<u>#2014-64 - Approving Citizen Participation Plan Revision.</u> This item was related to the aforementioned Public Hearing. Comments were made concerning this being the final Ordinance.

Motion by Gilbert, second by Haase to approve Resolution #2014-64. Upon roll call vote, all voted aye. Motion adopted.

#2014-65 - Approving Contract Amendment for Community Development Block Grant 13-CR-002.

#2014-66 - Approving Contract Amendment for Community Development Block Grant 13-CR-102.

RESOLUTIONS:

#2014-67 - Consideration of Approving Collaborative Community Wide Visioning Efforts. Mayor Vavricek reported that a Steering Committee had been formed to explore a community wide Visioning process that included Hall County. RFPs were received from seven consultants on February 4, 2014 and were reviewed by six members of the Steering Committee. The following intended outcomes included: -identifying and analyzing emerging trends and community concerns -articulating core community values through a communication and outreach plan -developing a community vision statement from input gathered -establishing a vision action plan to implement the vision -defining a method to revise, update and maintain the vision and vision action plan

The Grand Island Chamber of Commerce, the Grand Island Economic Development Corporation and the Grand Island/Hall County Convention and Visitors Bureau had initiated a process to further enhance the business development initiatives throughout Grand Island. Their privately funded Business Development Strategy would address business growth, business recruitment and workforce development for the next five years.

The Grander Vision plan would include a community engagement element that would include a diverse number of people in our community beyond business interests and would seek a more broad base and all-encompassing number of individual interests. Both plans were complementary, but very different. They would both contribute to our community's success and well-being, quality of life and prosperity for Hall County and the City of Grand Island.

The following people spoke in support:

- Margaret Hornady, 2708 Arrowhead Road
- Ken Gnadt, 1610 Gretchen Avenue
- Karen Rathke, 3836 Meadowlark Circle
- Ray O'Conner, 611 Fleetwood Drive
- Clarence Stephens, 515 E. Division
- Cindy Johnson, Chamber of Commerce President

Councilmember Haase voiced his concern the expenditure was not in the budget even if it was with donated funds. City Attorney Bob Sivick stated Council was not appropriating funds tonight. Finance Director Jaye Monter stated donated funds received by the City go into a special fund and the budget for the fund included appropriations in excess of the anticipated cost.

Motion by Gilbert, second by Minton to approve Resolution #2014-67. Upon roll call vote, Councilmembers Minton, Paulick, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Donaldson, and Mann voted aye. Councilmember Haase voted no. Motion adopted.

<u>#2014-68 - Consideration of Approving Amendment to the Redevelopment Plan for CRA Area 1</u> <u>located at 8th Street and Superior Street.</u> This item was related to the aforementioned Public Hearing.

Motion by Donaldson, second by Minton to approve Resolution #2014-68. Upon roll call vote, all voted aye. Motion adopted.

#2014-69 - Consideration of Approving Amendment to the Redevelopment Plan for CRA Area 2 located at 3051 South Locust Street. This item was related to the aforementioned Public Hearing.

Motion by Minton, second by Stelk to approve Resolution #2014-69. Upon roll call vote, all voted aye. Motion adopted.

<u>#2014-71 - Consideration of Approving the Approved Animal List.</u> Assistant City Attorney Stacy Nonhof reported that an in-depth review of Chapter 5 of the Grand Island City Code relating to animals had taken place by the Animal Advisory Board. The goal of the proposed changes was to provide more definition where needed and to increase the enforceability of the regulations.

Motion by Gilbert, second by Hehnke to approve Resolution #2014-71. Upon roll call vote, Councilmembers Minton, Stelk, Gericke, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Mann voted aye. Councilmember Paulick voted no. Motion adopted.

#2014-72 - Consideration of Approving the Waiver Fine Schedule for City Code Violations. Assistant City Attorney Stacy Nonhof reported that the last update to the City Code Violations – Waiver Schedule had taken place in 2010. The proposed changes would include Chapter 5 along with numerous deficiencies in the Waiver Schedule.

Motion by Donaldson, second by Mann to approve Resolution #2014-72. Upon roll call vote, Councilmembers Minton, Stelk, Gilbert, Nickerson, Hehnke, Haase, Donaldson, and Mann voted aye. Councilmembers Paulick and Gericke voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Gericke, second by Nickerson to approve the Claims for the period of March 12, 2014 through March 25, 2014, for a total amount of \$6,718,072.65. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 10:07 p.m.

RaNae Edwards City Clerk



City of Grand Island

Tuesday, April 8, 2014 Council Session

Item G-2

Approving Minutes of April 1, 2014 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION April 1, 2014

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on April 1, 2014. Notice of the meeting was given in the *Grand Island Independent* on March 26, 2014.

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

<u>INVOCATION</u> was given by Community Youth Council member Rebecca Riley followed by the <u>PLEDGE OF ALLEGIANCE</u>.

Mayor Vavricek introduced Community Youth Council member Rebecca Riley.

SPECIAL ITEMS:

<u>Presentation of Parking Code Changes and Pre Pay Fuel Ordinance.</u> Police Chief Steve Lamken reported that the Police Department was requesting changes to the parking code to update language, create a "Scofflaw" violation in code, and formalize policy on release of vehicles from impoundment.

Some of the language updates would be to change "tag" to "ticket", "Police Officer" to "employee", "notice of towing tag" to "towing report", and "Officer in charge" to "Police Department".

Chief Lamken explained the scofflaw provision in Section 22-106 (1) which would allow the towing and impoundment of vehicles with two or more unpaid parking tickets from streets or public parking lots. Section 22-1-6 (1) Public Safety provision would allow the towing of a parked vehicle that was creating a hazard to public safety. Reviewed was Section 22-106 with regards to the release requirements for impounded vehicles.

Chief Lamken answered questions regarding the location of most traffic tickets. He stated they were all over the City. All fines go to the school district which ranged from \$20.00 to \$25.00 per ticket. Handicapped parking tickets were more. Impound costs were approximately \$150.00 to \$175.00. Chief Lamken stated he hoped these changes would gain better compliance. He stated cars had 72 hours on street parking before they were towed. The most common parking tickets were made concerning the number of days before towing.

Chief Lamken stated the Police Department was proposing the implementation of a "pre pay" ordinance for the retail sale of fuel in Grand Island. The prepay ordinance would reduce crime,

provide more time for strategic policing initiatives and provide a level playing field for all retail vendors in the City. He stated prepayment ordinances were common in other locations in the United States and after researching found them effective in other cities. These recommendations were mentioned in the ICMA study.

With fuel prepayment, customers would have the option of prepayment, preauthorization or full service. The Police Department took a survey of vendors and received a couple of responses. The inconvenience was for persons using cash and wanting to fill their tank.

Lewis Kent, 624 Meves Avenue spoke in opposition and stated drive offs were a part of business. Doug Luth, 2012 North Webb Road commented on the cost to the business for the use of credit cards. Randy Stueven, 233 So. Gunbarrel Road spoke in opposition.

Comments were made about this being punitive in nature and they were the responsibility of the businesses. Chief Lamken stated some businesses don't even report drive offs. Discussion was held regarding who could take the reports. He stated the Police Officers took these reports as they were criminal offenses. Comments were made that the City was not ready for this change. Chief Lamken commented on the process of drive offs and the demand on resources. He stated most drive offs were during the day. City Attorney Bob Sivick commented on prosecuting these cases.

<u>Presentation on Cemetery Planning.</u> Parks and Recreation Director Todd McCoy gave a brief history of the Grand Island Cemetery. The cemetery was started in the 1860s with 20 acres south of Stolley Park Road which was privately owned. In 1897 the City began cemetery operations when Council approved the acquisition of the private cemetery. At the same time Council approved the "new" cemetery to the north of Stolley Park Road.

In June of 2000 the City Council authorized the acquisition of 22 acres of land just north of the cemetery formerly known as the Webb Road Sale Barn for \$345,000. Resolution #2000-307 stated 'that the property will be used for athletic fields until such time as it is needed for cemetery use.'

Currently there were 1,000 lots available, but by 2020 they could be full. Traditional burials were staying about the same as the last three years. Ash burials had increased in numbers over the years but had remained stable over the last three years.

The following short term ideas were presented:

- Construct columbarium system estimated construction cost was about \$15,000 per 50 niche unit
- Request City Council change City Ordinance requiring flat markers in Section J. Allowing upright headstones would not increase the total available spaces, but would increase selection.
- Discount the price of the flat marker section

Mr. McCoy presented the following three options with pros and cons: 1) develop Webb Road property – pros were the close proximity which would allow efficient use of staff and supplies. The cons would be the eventual loss of the athletic fields. 2) Acquire alternate cemetery expansion location – pros would keep the athletic fields. The cons would be to repay the cemetery trust fund and acquire land which would likely increase the operations cost to manage a

remote site. 3) Do not expand the cemetery operation – pros would keep the athletic fields. The cons would be to repay the cemetery trust fund and the new cemetery lots sales would eventually conclude.

On January 28, 2014 the hiring of a consulting firm to complete a cemetery master plan was put on hold. It was recommended to continue down that path in order to have a professional analysis and provide strategic direction. A consulting firm would evaluate current cemetery and operations; offer alternate site recommendations; and submit a phased cemetery master plan including construction cost estimates.

Dan Naranjo, 1328 Hagge Avenue spoke in support of the city cemetery. He commented on the increase of cremations over the years, partly due to the cost. Discussion was held regarding different areas for a new cemetery. City Administrator Mary Lou Brown cautioned the Council on discussing specific areas of land as it could drive the price up. Mr. McCoy stated that was why he was recommending a consulting firm to look at different locations and form a master plan.

Columbariums were mentioned and supported by the Council. Comments were made regarding the use of the current athletic fields for future expansion as originally planned. Mr. McCoy stated the cost of the study would be approximately \$32,500. He also reviewed costs of purchasing land at a different location. Mr. McCoy stated the Webb Road location would carry us through the next 75-100 years.

Mark Sands, Cemetery Superintendent commented on the flat markers and the need to change the Ordinance to allow upright markers and possible columbariums. He stated there were 350 spaces that could be used for upright markers that would sell faster than flat markers. He supported the use of the Webb Road location for expansion. Discussion was held regarding the expense of columbariaums. Mr. McCoy stated they would have to put that cost in the budget.

City Attorney Bob Sivick commented on the Executive Session during a Study Session and that it was permitted by state statute.

<u>ADJOURN TO EXECUTIVE SESSION:</u> Motion by Hehnke, second by Nickerson to adjourn to Executive Session at 8:46 p.m. for the purpose of a strategy session with respect to real estate purchase. Upon roll call vote, Councilmembers Minton, Paulick, Stelk, Nickerson, Hehnke, Haase, and Mann voted aye. Councilmember Gericke voted no. Motion adopted.

<u>RETURN TO REGULAR SESSION:</u> Motion by Hehnke, second by Nickerson to return to Regular Session at 9:35 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:35 p.m.

RaNae Edwards City Clerk



City of Grand Island

Tuesday, April 8, 2014 Council Session

Item G-3

#2014-73 - Approving Acquisition of Utility Easement - 3120 West Old Potash Hwy. - Brand

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-73

WHEREAS, a public utility easement is required by the City of Grand Island, from Kenneth L. and Mary M. Brand to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on April 8, 2014, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The easterly ten (10.0) feet of the southerly twenty (20.0) feet of Lot One (1), Warren Subdivision in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 200 square feet, more or less, as shown on the plat dated 3/18/2014, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Kenneth L. and Mary M. Brand, on the above-described tract of land.

- - -

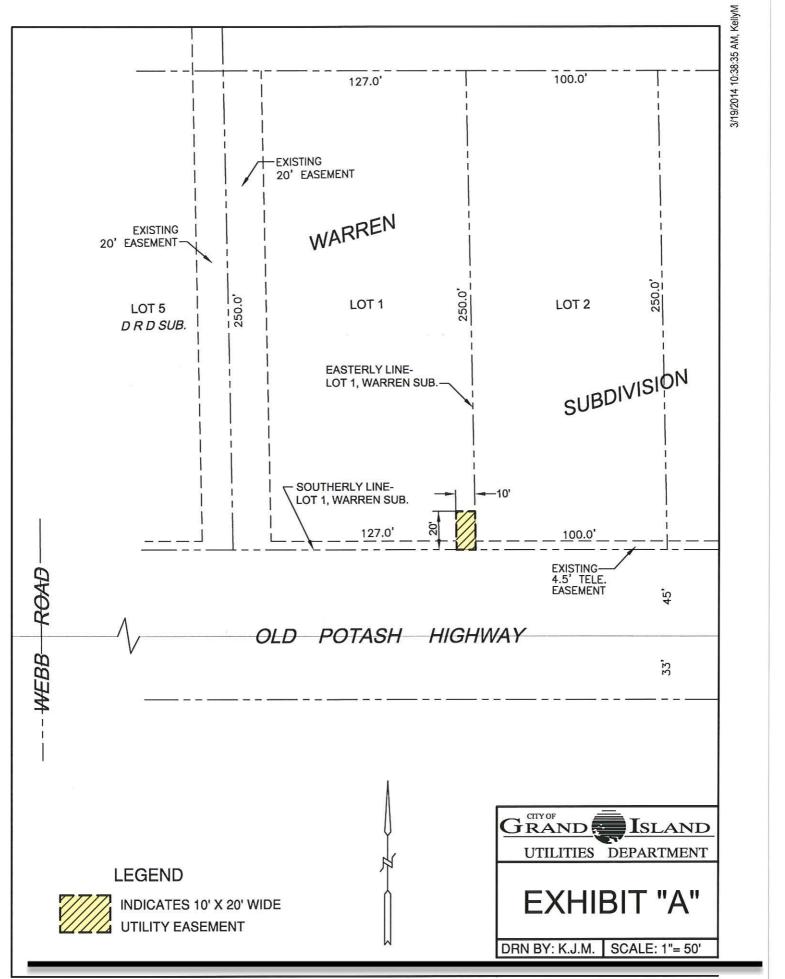
Adopted by the City Council of the City of Grand Island, Nebraska April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	¤
April 4, 2014	¤ City Attorney





City of Grand Island

Tuesday, April 8, 2014 Council Session

Item G-4

#2014-74 - Approving Acquisition of Utility Easement - 3112 W. Old Potash Hwy. - Walker

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-74

WHEREAS, a public utility easement is required by the City of Grand Island, from Robert H. Walker, Trustee of the Robert H. Walker Revocable Living Trust, and Lois E. Walker, Trustee of the Lois E. Walker Revocable Living Trust, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on April 8, 2014, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The westerly ten (10.0) feet of the southerly twenty (20.0) feet of Lot Two (2), Warren Subdivision in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 200 square feet, more or less, as shown on the plat dated 3/18/2014, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Robert H. Walker, Trustee of the Robert H. Walker Revocable Living Trust, and Lois E. Walker, Trustee of the Lois E. Walker Revocable Living Trust, on the above-described tract of land.

- - -

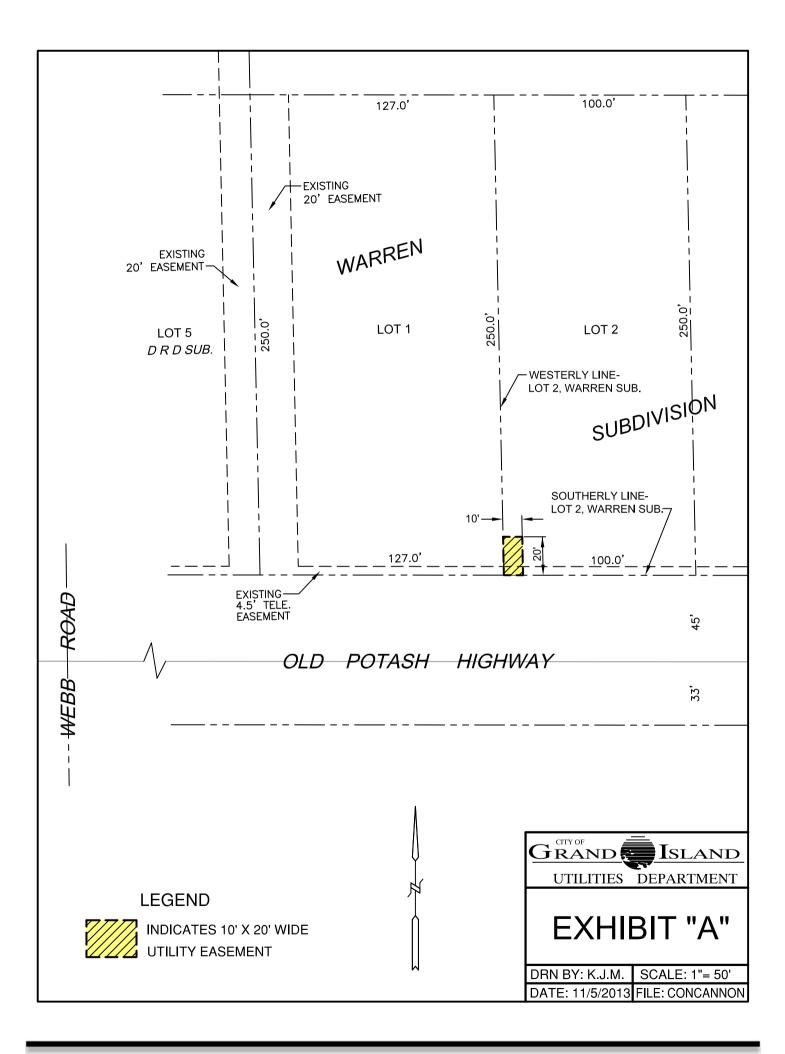
Adopted by the City Council of the City of Grand Island, Nebraska April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	¤	
April 4, 2014	¤ City Attorney	





City of Grand Island

Tuesday, April 8, 2014 Council Session

Item G-5

#2014-75 - Approving Bid Award - Water Main Project 2014-W-5 -Airport Road & Academy Drive

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From:	Timothy Luchsinger, Utilities Director Stacy Nonhof, Assistant City Attorney
Meeting:	April 8, 2014
Subject:	Approving Bid Award – Water Main Project 2014-W-5 – Airport Road and Academy Drive
Item #'s:	G-5
Presenter(s):	Timothy Luchsinger, Utilities Director

Background

Water Main Project 2014-W-5 will be the first phase of the Utilities Department's Master Plan to complete the northeast loop of the water system. The project will extend a new City water main to the Central Nebraska Regional Airport (CNRA). The new infrastructure installed will provide increased capacity at the CNRA.

Discussion

Requests for bids were advertised in accordance with City Procurement Codes. Five plan services firms and six construction companies received copies of the bid documents and plans. Five bids were received and publicly opened at 2:00 p.m. on March 13, 2014. Tabulated below is the Evaluated Bid Price from each of the bidders:

Bidder	Bid Security	Exceptions	Evaluated Bid Price
Diamond Engineering Co. Grand Island, NE	Universal Surety Co.	None	\$258,295.99
Van Kirk Bros Cont. Sutton, NE	Universal Surety Co.	None	\$263,338.50
General Excavating Lincoln, NE	Universal Surety Co.	None	\$380,866.36
Merryman Excavation Woodstock, IL	Fidelity & Deposit Co.	None	\$296,826.30
Judds Bros Construction Co. Lincoln, NE	Merchants National Bonding, Inc.	None	\$288,593.50

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract for Water Main Project 2014-W-5 to the low bidder, The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$258,295.99.

Sample Motion

Move to approve the contract for Water Main Project 2014-W-5 to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$258,295.99.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	March 13, 2014 at 2:00 p.m.
FOR:	Water Main Project 2014-W-5 – Airport Road and Academy Drive
DEPARTMENT:	Utilities
ESTIMATE:	\$422,000.00
FUND/ACCOUNT:	525
PUBLICATION DATE:	February 28, 2014

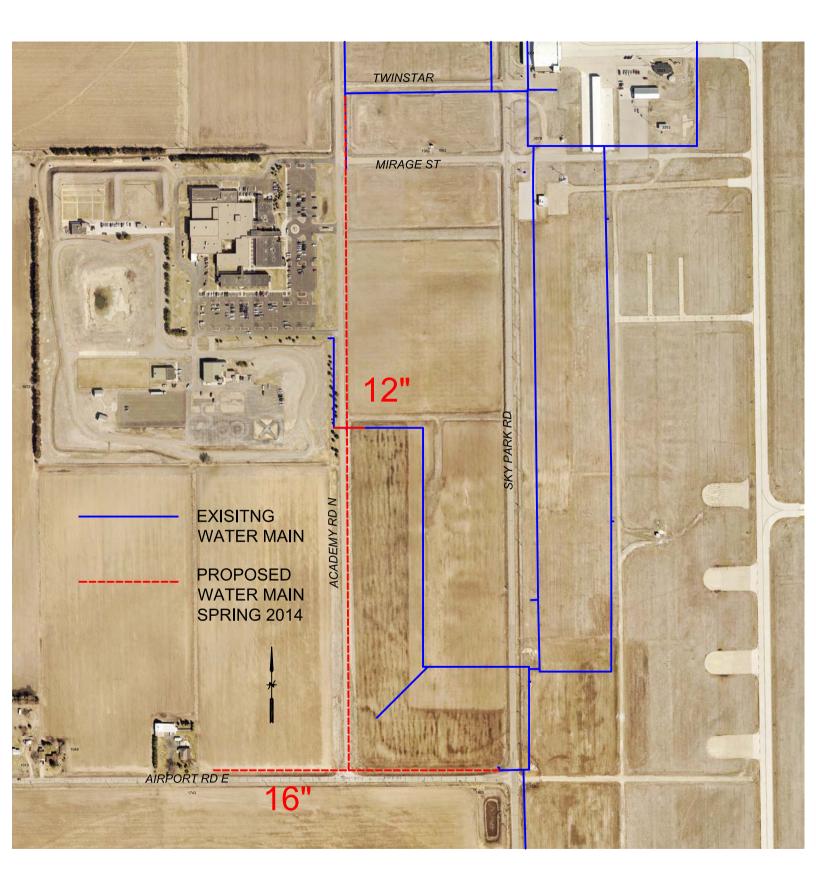
NO. POTENTIAL BIDDERS:

6

SUMMARY

Bidder: Bid Security: Exceptions:	<u>Diamond Engineering Co.</u> Grand Island, NE Universal Surety Co. Noted	<u>General Excavating</u> Lincoln, NE Universal Surety Co. None
Bid Price:	\$258,295.99	\$380,866.36
Bidder:	<u>Van Kirk Bros. Contracting</u> Sutton, NE	<u>Judds Brothers Construction Co.</u> Lincoln, NE
Bid Security:	Universal Surety Co.	Merchants National Bonding, Inc.
Exceptions:	None	None
Bid Price:	\$263,338.50	\$288,593.50
Bidder:	<u>Merryman Excavation, Inc.</u> Woodstock, IL	
Bid Security:	Fidelity & Deposit Co.	
Exceptions:	None	
Bid Price:	\$296,826.30	

cc: Tim Luchsinger, Utilities Director Mary Lou Brown, City Administrator Tom Barnes, Utilities Engineer Lynn Mayhew, Assist. Utilities Director Bob Smith, Assist. Utilities Director Jaye Monter, Finance Director Pat Gericke, Utilities Admin. Assist.



WHEREAS, the City of Grand Island invited sealed bids for Water Main Project 2014-W-5 – Airport Road and Academy Drive, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 13, 2014, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$258,295.99; and

WHEREAS, the bid of The Diamond Engineering Company is less than the estimate for Water Main Project 2014-W-5 - Airport Road and Academy Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company, in the amount of \$258,295.99, for Water Main Project 2014-W-5 construction, is hereby approved as the lowest responsible bid and that the Mayor is hereby authorized to, on behalf of the City, execute the contract between the City of Grand Island and The Diamond Engineering Company.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	¤	
April 4, 2014	¤ City Attorney	



Tuesday, April 8, 2014 Council Session

Item G-6

#2014-76 - Approving Acquisition of Utility Easement located at 3200 West Bachman Street in Wilson Concrete Subdivision (Wilson Concrete Company)

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

WHEREAS, a public utility easement is being acquired by the City of Grand Island from Wilson Concrete Company to allow for construction of Street Improvement District No. 1260; Webb Road – South Webb Road extending north from Stolley Park Road to Union Pacific Railroad Tracks, described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 VLACH SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING S0°58'38"E, ALONG THE EAST LINE OF AN EXISTING EASEMENT RECORDED IN BOOK R, PAGE 100, MISC. RECORDS, HALL COUNTY, NEBRASKA, A DISTANCE OF 216.77 FEET; THENCE S89°01'22"W A DISTANCE OF 33.00 FEET TO THE WEST LINE OF SAID EXISTING EASEMENT; THENCE N0°58'38"W, ALONG THE WEST LINE OF SAID EXISTING EASEMENT, A DISTANCE OF 216.90 FEET TO THE SOUTH LINE OF LOT 2, VLACH SUBDIVISION; THENCE N89°14'57"E, ALONG SAID SOUTH LINE OF LOT 2, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 7,155.51 SQUARE FEET OR 0.16 ACRES MORE OR LESS.

WHEREAS, an agreement for the public 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, with no compensation to the property owner, for the public 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.

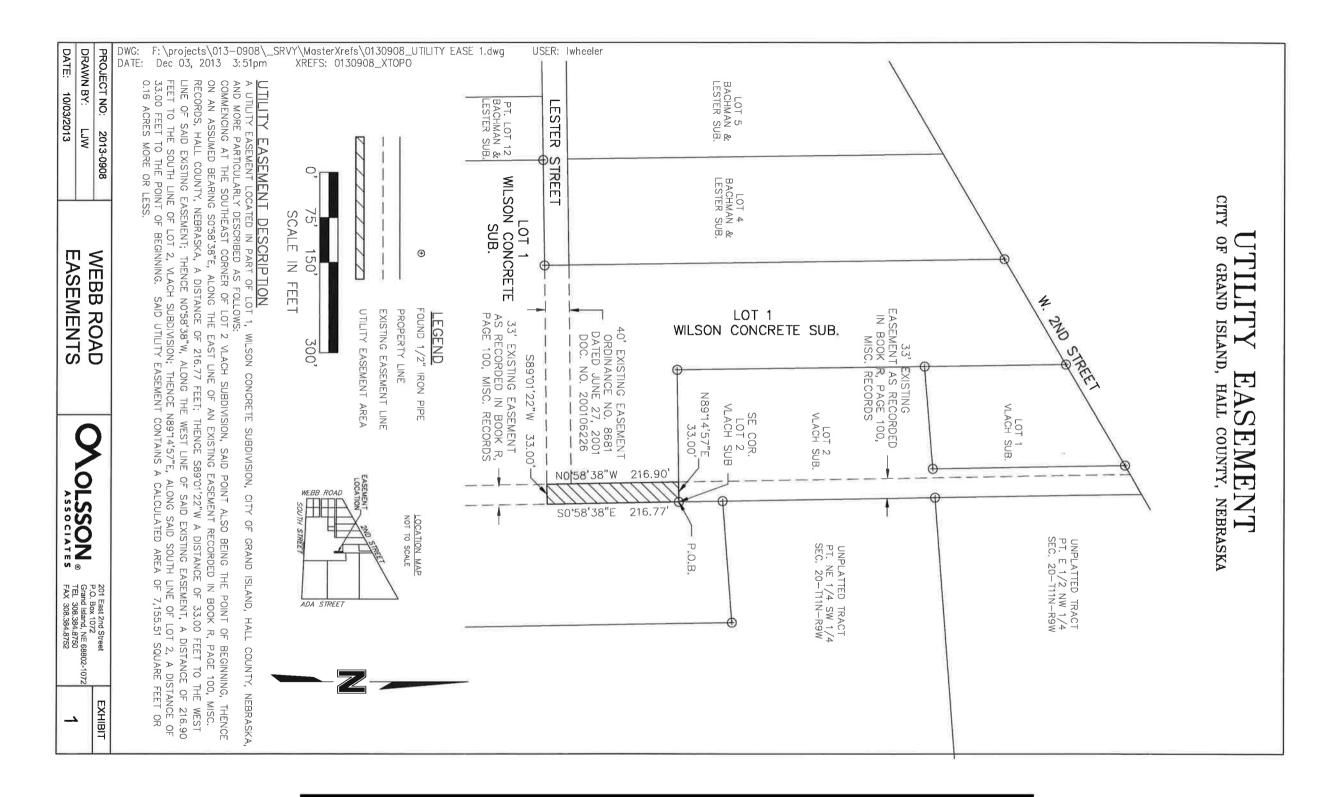
Adopted by the City Council of the City of Grand Island, Nebraska, April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤_____ April 4, 2014 ¤ City Attorney





Tuesday, April 8, 2014 Council Session

Item G-7

#2014-77 - Approving Interlocal Cooperative Agreement with Hall County for use of a County Road for the Various Locations in Grand Island (Resurfacing) Project

Council Agenda Memo

From:	Scott Griepenstroh, Project Manager
Meeting:	April 8, 2014
Subject:	Approving Interlocal Cooperative Agreement with Hall County for Use of a County Road for the Various Locations in Grand Island (Resurfacing) Project
Item #'s:	G-7
Presenter(s):	John Collins PE, Public Works Director

Background

All agreements must be approved by the City Council.

The Various Locations in Grand Island (Resurfacing) project consists of typical asphalt mill and overlay construction, which is accomplished by removing the top of existing asphalt surfacing by cold milling and placement of new Asphaltic Concrete. 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

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

This project is made possible through funds provided by the Nebraska Department of Roads (NDOR) Surface Transportation Program (STP) and the Federal Highway Administration. This project will relieve the City of Grand Island from funding these improvements solely with the Streets Division Resurfacing funds or the Capital Improvements Program fund.

Discussion

During the time Independence Avenue is closed for resurfacing work, traffic will be detoured west on Highway 2, south on Engleman Road and east on Capital Avenue. An agreement is needed with Hall County because the detour route includes a portion of Engleman Road which is also a County Road. Hall County officials and City Public Works staff agreed to use an agreement with terms and conditions similar to those the State of Nebraska Department of Roads uses when traffic is detoured from a state highway to a local road or street.

The agreement was approved by the Hall County Board of Commissioners at their March 25, 2014 meeting.

The Various Locations (Resurfacing) project is scheduled to begin April 28, 2014. The Contractor is required to complete the project in late fall of 2014.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Interlocal Agreement with Hall County for use of a County Road for a detour for improvements to Independence Avenue for the Various Locations in Grand Island (Resurfacing) Project.

Sample Motion

Move to approve the resolution.

INTERLOCAL COOPERATIVE AGREEMENT

INDEPENDENCE AVENUE NORTH OF CAPITAL AVENUE FOR IMPROVEMENTS TO

BY AND BETWEEN THE COUNTY OF HALL , NEBRASKA AND THE CITY OF GRAND ISLAND, NEBRASKA

Nebraska, a municipal corporation within the State of Nebraska, hereinafter referred to as Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County," and the City of Grand Island, the "City." WITNESSTH: THIS AGREEMENT is made and entered into, by and between the County of City of Grand Island,

capable of being exercised by either agency; and provides that units of local government of the State of Na agreements for the joint and cooperative exercise of powers, WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801, et seq., State of Nebraska may enter privileges, or authority into

Avenue and Nebraska Highway 2; and WHEREAS the City ls. resurfacing Independence Avenue between Capital

County Roads, as shown on the attached Exhibit "A"; and resurfacing on the WHEREAS, above project, it is Ħ. the interest of necessary public safety to establish a detour on designated and convenience during the

a detour under the following terms and conditions. WHEREAS, the County is agreeable to the use of said designated county roads as

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

shown <u>Section 1.</u> The County agrees that the City may use designated county roads, on the attached Exhibit "A", as a detour for the duration of this project. as

conclusion of their use detour during their use Section 2. as a detour and to The city agrees to perform the maintenance as a detour in return said County Roads the condition they existed prior to their on the County Roads to the County at the use as a

Inter-Local Agreement Hall County – Grand Island Detour for Resurfacing on Independence Avenue north of Capital Avenue

maintenance of its portion of the roadway following completion of the resurfacing project and use of County Roads as a detour. Section 3. Further Agreements: Each Party hereto shall be responsible for the

Department Project Manager. Surveyor & Highway Superintendent Section 4. Governance: This agreement shall be co-governed by the Hall County and the City of Grand Island Public Works

of the Parties. Section 5. Modification: This agreement may be modified by written agreement

through this interlocal cooperative agreement. Section 6. No Separate Entity: There shall be no separate legal entity created

sell may be within the party's legal power to furnish. any party to this agreement, in the party's sole discretion, may appropriate funds and may lease, give, or otherwise provide assistance, including personnel and services, as Section 7. Provision of Assistance. Pursuant to the Interlocal Cooperation Act,

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

COUNTY OF HALL) R

Executed on March 2014

By: Hall County Board of Supervisors 22 Bob McFarland, Chair MC

Attest: Marla Conley

Hall County Clerk

Approved to Form:

Chief Deputy County Autorney

Inter-Local Agreement Hall County - Grand Island Detour for Resurfacing on Independence Avenue north of Capital Avenue

Approved to Form:

Grand Island City Attorney's Office

By:

Jay Vavricek Grand Island Mayor

Attest:

RaNae Edwards Grand Island City Clerk Executed on

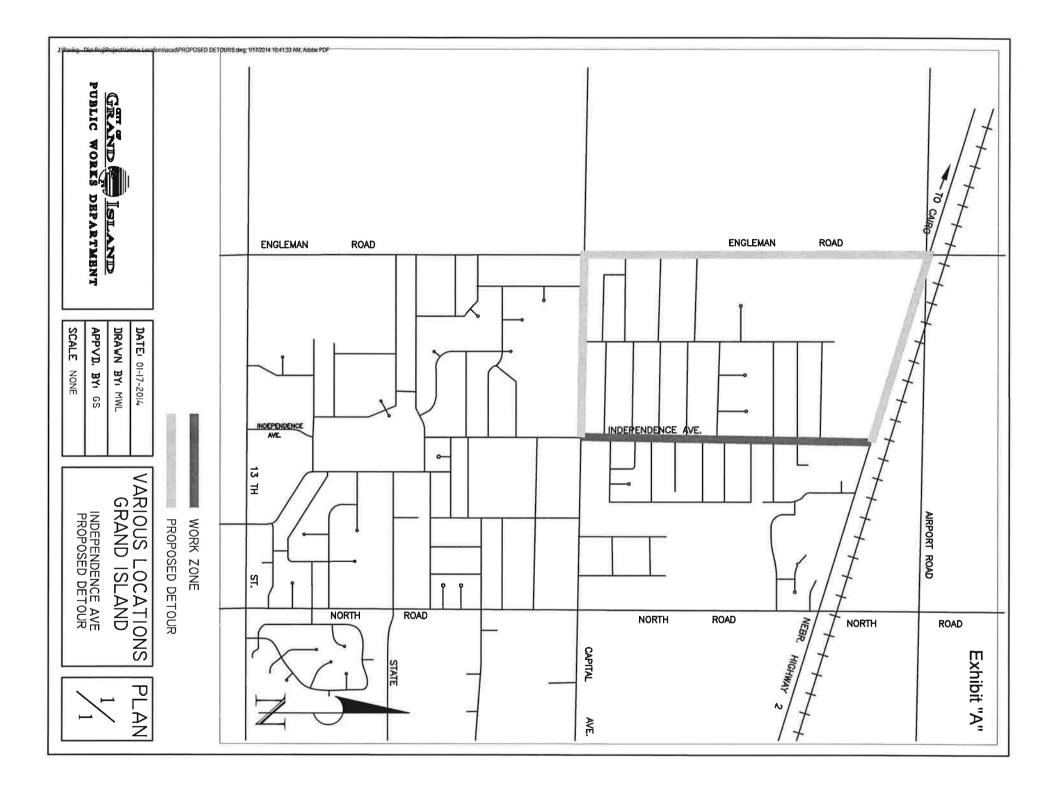
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P

,2014

CITY OF GRAND ISLAND

-3 -



WHEREAS, through funds provided by the Nebraska Department of Roads (NDOR) Surface Transportation Program (STP) and the Federal Highway Administration, the City of Grand Island is resurfacing several locations within the City with asphalt, as well as reconstructing sidewalk ramps to comply with the Americans with Disabilities Act (ADA) standards; and

WHEREAS, one of the locations scheduled for such resurfacing improvements is Independence Avenue from Capital Avenue to Nebraska Highway 2; and

WHEREAS, the detour to allow such work will be on Nebraska Highway 2, south on Engleman Road and east on Capital Avenue; and

WHEREAS, a portion of Engleman Road is a Hall County road; and

WHEREAS, it is recommended that an Interlocal Agreement be entered into with Hall County for allowance of Engleman Road to be used as the detour route for such work, and

WHEREAS, the Hall County Public Works Department has prepared an Interlocal Agreement, which has been reviewed by the City's Legal Department, for a portion of Engleman Road to be used as the detour route for such work.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement by and between the City and Hall County, Nebraska for the use of a portion of Engleman Road as the detour route for the asphalt resurfacing of Independence Avenue is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized and directed to sign the Interlocal Agreement on behalf of the City of Grand Island.

_ _ _

Adopted by the City Council of the City of Grand Island, Nebraska, April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ April 4, 2014 ¤ City Attorney



Tuesday, April 8, 2014 Council Session

Item G-8

#2014-78 - Approving Change Order No. 1 for Fire Station No. 4 (3690 West State Street) & No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013

Council Agenda Memo

From:	Terry Brown PE, Assistant Public Works Director
Meeting:	April 8, 2014
Subject:	Approving Change Order No. 1 for Fire Station No. 4 (3690 West State Street) & No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013
Item #'s:	G-8
Presenter(s):	John Collins PE, Public Works Director

Background

On July 9, 2013, by Resolution No. 2013-216, City Council approved awarding a contract in the amount of \$99,804.00 to The Diamond Engineering Co. of Grand Island, Nebraska for the Fire Station No. 4 & No. 3 Concrete Pavement Replacement – 2013.

This project will alleviate some drainage issues at Station No. 4 (3690 West State Street), as well as improve the condition of the parking lot at Station No. 4 & No. 3 (2310 South Webb Road).

Discussion

During removal of an existing culvert, which was damaged and to be replaced as part of the original contract, a buried valve box for an existing water main service was uncovered. In order to install the new culvert a bend must be placed in the proposed pipe to clear the valve box. The most cost effective method for installation of the bend is to install a concrete collar poured around the miter in the pipe. This change order is for the concrete collar and the installation of a proper valve box. The cost of such change order is \$1,435.00, resulting in a revised contract amount of \$101,239.00.

Per the contract all work is to be completed no later than June 1, 2014.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Fire Station No. 4 & No. 3 Concrete Pavement Replacement – 2013 with The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$1,435.00.

Sample Motion

Move to approve the resolution.

City of Grand Island 100 East 1st Street Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: April 8, 2014

\$1,435.00

PROJECT: Fire Station #3

CONTRACTOR: Diamond Engineering Co.

CONTRACT DATE: July 9, 2013

		<u>Quantity</u>	Unit Price	Total Price
1.	Build Concrete Collar	1 ea.	\$1260.00	\$ 1260.00
2.	Install Valve Box w/ext.	1 ea.	\$175.00	\$ 175.00

TOTAL OF CHANGE ORDER NO. 1

During removal of an existing culvert, which was damaged and to be replaced as part of the original contract, a buried valve box for an existing water main service was uncovered. In order to install the new culvert a bend needs to be placed in the proposed pipe to clear the valve box. The most cost effective method for installation of the bend is to install a concrete collar poured around the miter in the pipe. This change order is for the concrete collar and the installation of a proper valve box.

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$	99,804.00
Net Increase/Decrease Resulting from this Change Order\$	1,435.00
Revised Contract Price Including this Change Order\$	101,239.00

Approval Recommended:

By__

John Collins, Public Works Director

Date

The Above Change Order Accepted:

Diamond Engineering Co.	
Contractor	

By _____

Approved for the City of Grand Island:

By______ Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Date _____

Date

WHEREAS, on July 9, 2014, by Resolution 2013-216, the City of Grand Island awarded The Diamond Engineering Co. of Grand Island, Nebraska the bid in the amount of \$99,804.00 for Fire Station No. 4 (3690 West State Street) and Fire Station No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013; 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. 1;

and

WHEREAS, the result of such modifications will increase the contract amount by \$1,435.00 for a revised contract price of \$101,239.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Co. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form			
April 4, 2014	¤	City Attorney	



Tuesday, April 8, 2014 Council Session

Item G-9

#2014-79 - Approving Temporary Construction Easement for Street Improvement District No. 1260; Webb Road (Wilson Concrete Company)

Council Agenda Memo

From:	Terry Brown PE, Assistant Public Works Director	
Meeting:	April 8, 2014	
Subject:	Approving Temporary Construction Easement for Street Improvement District No. 1260; Webb Road (Wilson Concrete Company)	
Item #'s:	G-9	
Presenter(s):	John Collins PE, Public Works Director	

Background

Street Improvement District No. 1260; Webb Road – South Webb Road extending north from Stolley Park Road to Union Pacific Railroad Tracks was created by City Council on February 12, 2013.

A Temporary Construction easement is needed to accommodate the construction activities for Street Improvement District No. 1260, which must be approved by City Council. The temporary construction easements will allow for the roadway improvements to this area.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from one (1) property owner for Street Improvement District No. 1260; Webb Road to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement.

Property Owner	Legal Description	Amount
Wilson Concrete Company		\$7,790.00

feet: thence S89°12'08"W a distance of 298.72 feet to the southeast corner of Bachman Street: thence N00°35'51"W a distance of 40.00 feet to the northeast corner of Bachman Street: thence N89°12'08"E a distance of 307.48 feet; thence N00°47'52"W a distance of 327.00 feet; thence N45°38'11"W a distance of 35.49 feet to the southwest corner of an existing easement recorded in Instrument Number 200106226, Hall County, Nebraska; thence N00°47'45"W, along the west line of said existing easement, a distance of 40.00 feet, to the northwest corner of said existing easement; thence N89°24'15"E, along the north line of an existing easement, a distance of 65.01 feet; thence S00°47'52"E a distance of 431.95 feet; thence S35°55'20"E a distance of 380.55 feet; thence S01°43'16"W a distance of 71.16 feet to the point of beginning. Said temporary access easement contains a calculated area of 48,982.68 square feet or 1.12 acres more or less.

AND

Temporary Easement No. 2

Commencing at the northwest corner of Lot 1, Wilson Concrete Subdivision, thence on an assumed bearing N59°58'20"E, along the north line of said Lot 1, a distance of 28.63 feet to the point of beginning; thence continuing N59°58'20"E, along the north line of said Lot 1, a distance of 45.84 feet; thence S00°47'52"E a distance of 755.13 feet to the north line of an existing easement recorded in Instrument Number 200106226, Hall County, Nebraska; thence S89°24'15"W, along said north line of an existing easement, a distance of 65.01 feet to the northwest corner of said existing easement; thence N44°24'15"E a distance of 35.25 feet; thence N00°47'52"W a distance of 707.68 feet to the point of beginning. Said temporary access easement contains a calculated area of 30,066.20 square feet or 0.69 acres more or less.

AND

Temporary Easement No. 3

Commencing at the southeast corner of Lot 2, Vlach Subdivision, said point also being the point of beginning; thence on an assumed bearing of N01°00'44"W, along the east line of said Lot 2, a distance of 72.23 feet to the southwest corner of a tract of land conveyed as Instrument Number 0200900683, Hall County, Nebraska; thence N85°36'12"E, along the south line of said tract of land, a distance of 30.05 feet; thence S0°59'06"E a distance of 320.79 feet; thence S89°01'22"W a distance of 63.00 feet to the west line of an existing easement recorded in Book R Page 100, Misc. Records, Hall County, Nebraska; thence N0°58'38"W a distance of 30.00 feet, to the south line of an existing easement recorded by Instrument Number 200106226, Hall County, Nebraska; thence N89°01'22"E, on said south line of an existing easement, a distance of 33.00 feet; thence N0°58'38"W a distance of 216.77 feet to the point of beginning. Said temporary access easement contains a calculated area of 10,581.59 square feet or 0.24 acres more or less.

Alternatives

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

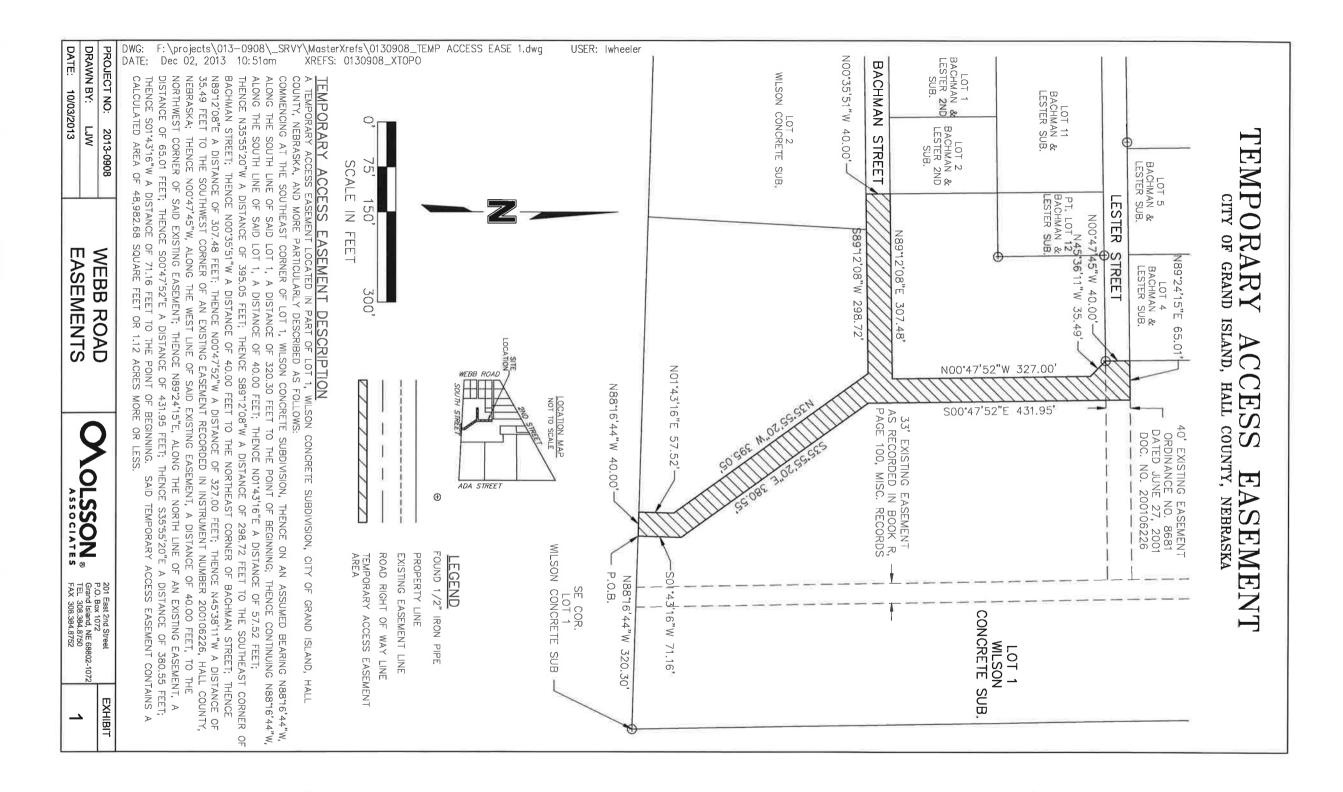
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

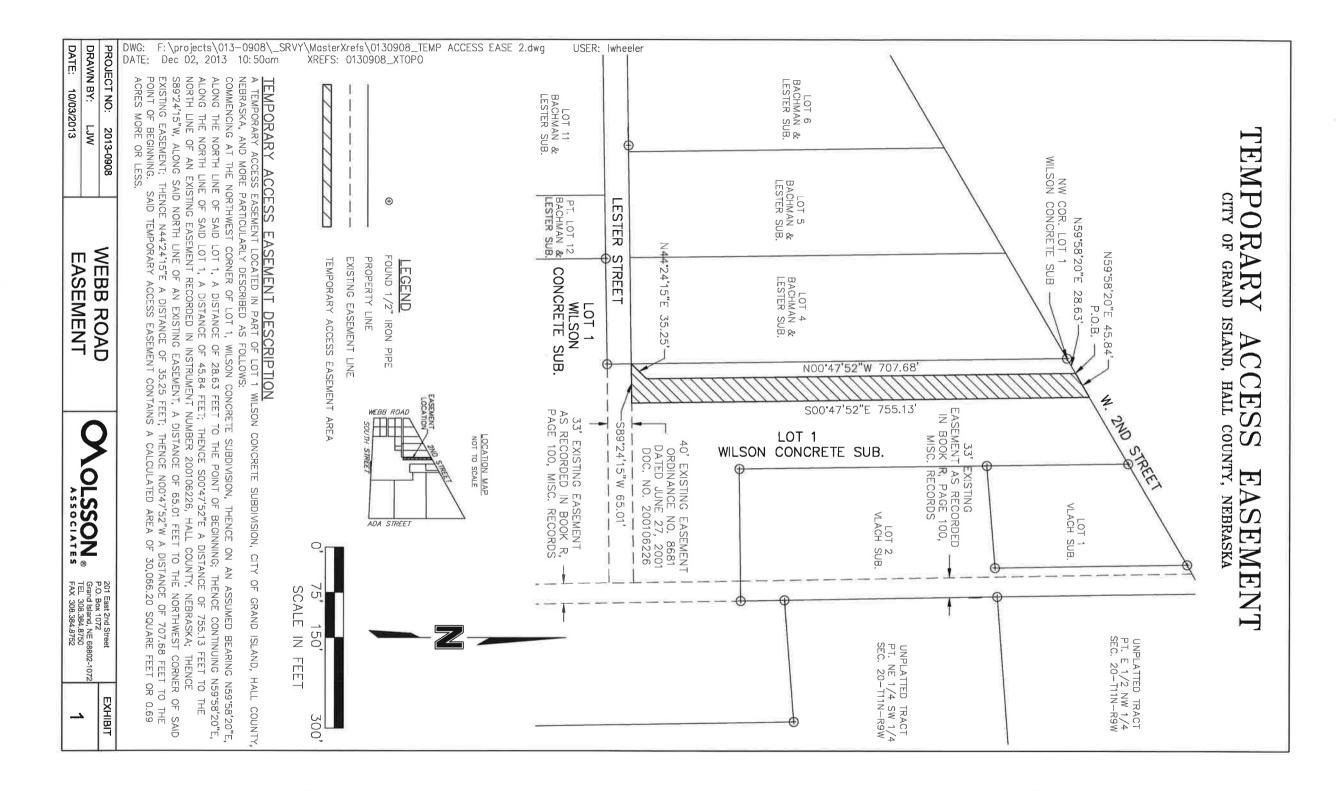
Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for Street Improvement District No. 1260; Webb Road, in the amount of \$7,790.00.

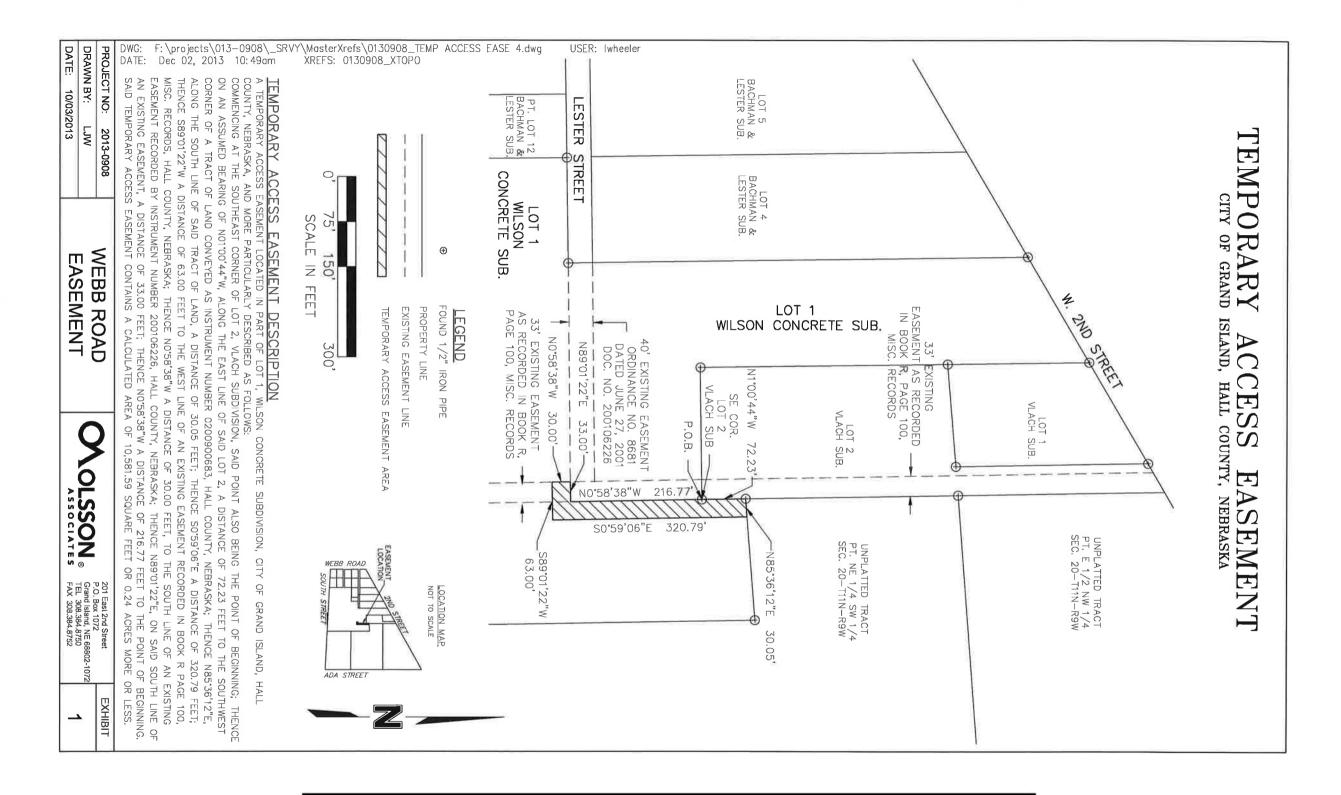
Sample Motion

Move to approve the temporary construction easements.





Grand Island



WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in Street Improvement District No. 1260; Webb Road project area:

Wilson Concrete Company -

<u>1.12 Acres (*a*) \$3,800.00/acre = \$4,260.00</u>

Temporary Easement No. 1

Commencing at the southeast corner of Lot 1, Wilson Concrete Subdivision, thence on an assumed bearing N88°16'44"W, along the south line of said Lot 1, a distance of 320.30 feet to the point of beginning; thence continuing N88°16'44"W, along the south line of said Lot 1, a distance of 40.00 feet; thence N01°43'16"E a distance of 57.52 feet; thence N35°55'20"W a distance of 395.05 feet; thence S89°12'08"W a distance of 298.72 feet to the southeast corner of Bachman Street; thence N00°35'51"W a distance of 40.00 feet to the northeast corner of Bachman Street: thence N89°12'08"E a distance of 307.48 feet: thence N00°47'52"W a distance of 327.00 feet; thence N45°38'11"W a distance of 35.49 feet to the southwest corner of an existing easement recorded in Instrument Number 200106226. Hall County, Nebraska; thence N00°47'45"W, along the west line of said existing easement, a distance of 40.00 feet, to the northwest corner of said existing easement; thence N89°24'15"E, along the north line of an existing easement, a distance of 65.01 feet; thence S00°47'52"E a distance of 431.95 feet; thence S35°55'20"E a distance of 380.55 feet; thence S01°43'16"W a distance of 71.16 feet to the point of beginning. Said temporary access easement contains a calculated area of 48,982.68 square feet or 1.12 acres more or less.

AND

<u>0.69 Acres @ \$3,800.00/acre = \$2,620.00</u>

Temporary Easement No. 2

Commencing at the northwest corner of Lot 1, Wilson Concrete Subdivision, thence on an assumed bearing N59°58'20"E, along the north line of said Lot 1, a distance of 28.63 feet to the point of beginning; thence continuing N59°58'20"E, along the north line of said Lot 1, a distance of 45.84 feet; thence S00°47'52"E a distance of 755.13 feet to the north line of an existing easement recorded in Instrument Number 200106226, Hall County, Nebraska; thence S89°24'15"W, along said north line of an existing easement, a distance of 65.01 feet to the northwest corner of said existing easement; thence N44°24'15"E a distance of 35.25 feet; thence N00°47'52"W a distance of 707.68 feet to the point of beginning. Said temporary access easement contains a calculated area of 30,066.20 square feet or 0.69 acres more or less.

AND

<u>0.24 Acres @ \$3,800.00/acre = \$910.00</u>

Temporary Easement No. 3

Commencing at the southeast corner of Lot 2, Vlach Subdivision, said point also being the point of beginning; thence on an assumed bearing of N01°00'44"W, along the east line of said Lot 2, a distance of 72.23 feet to the southwest corner of a tract of land conveyed as

Approved as to Form	¤
April 4, 2014	¤ City Attorney

Instrument Number 0200900683, Hall County, Nebraska; thence N85°36'12"E, along the south line of said tract of land, a distance of 30.05 feet; thence S0°59'06"E a distance of 320.79 feet; thence S89°01'22"W a distance of 63.00 feet to the west line of an existing easement recorded in Book R Page 100, Misc. Records, Hall County, Nebraska; thence N0°58'38"W a distance of 30.00 feet, to the south line of an existing easement recorded by Instrument Number 200106226, Hall County, Nebraska; thence N89°01'22"E, on said south line of an existing easement, a distance of 33.00 feet; thence N0°58'38"W a distance of 216.77 feet to the point of beginning. Said temporary access easement contains a calculated area of 10,581.59 square feet or 0.24 acres more or less.

WHEREAS, such Temporary Construction 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 compensate the affected property owner for the Temporary Construction easement on the above described tract of land, in the total amount of \$7,790.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



Tuesday, April 8, 2014 Council Session

Item G-10

#2014-80 - 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-4.

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 OF LAND LOCATED IN THE NORTHWEST QUARTER (NW ¹/₄) 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 WEST QUARTER CORNER (W ¼ COR.) OF SAID SECTION 24; THENCE ON AN ASSUMED BEARING OF N01°08'02"W ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 220.00 FEET TO THE SOUTHWEST CORNER OF SAID UNLATTED TRACT, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF WESTGATE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N01°08'02"W ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 15.00 FEET; THENCE N88°47'24"E A DISTANCE OF 40.00 FEET; THENCE S54°18'46"E A DISTANCE OF 24.98 FEET TO A POINT ON THE SOUTH LINE OF SAID UNPLATTED TRACT, SAID LINE ALSO BEING THE NORTH R.O.W. LINE OF WESTGATE ROAD; THENCE S88°47'24"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 750.00 SQUARE FEET MORE OR LESS.

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 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, April 8, 2014.

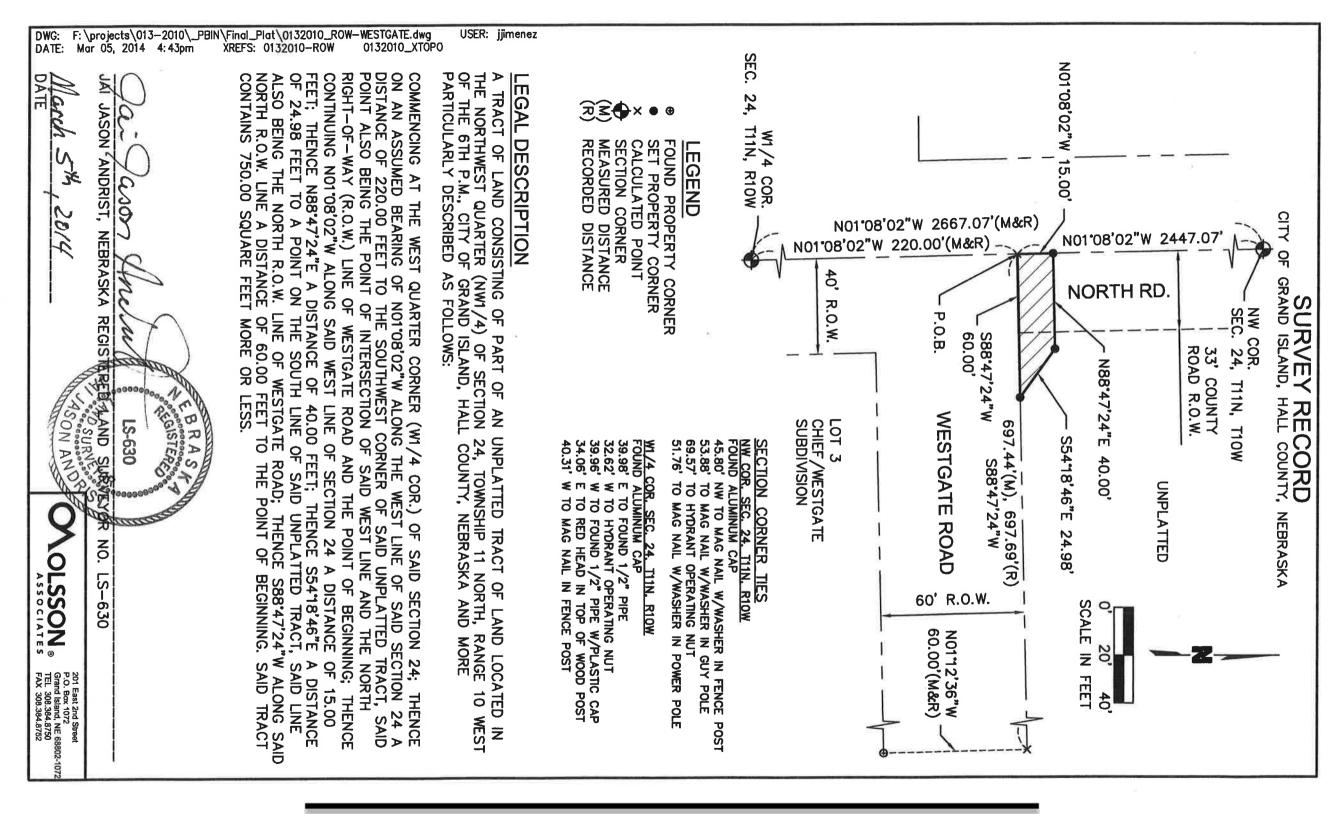
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ April 4, 2014 ¤ City Attorney

Grand Island





Tuesday, April 8, 2014 Council Session

Item G-11

#2014-81 - Approving Purchase of a new Front-End Loader for the Streets Division of the Public Works Department

Council Agenda Memo

From:	Shannon Callahan, Street Superintendent
Meeting:	April 8, 2014
Subject:	Approving Purchase of a new Front-End Loader for the Streets Division of the Public Works Department
Item #'s:	G-11
Presenter(s):	John Collins PE, Public Works Director

Background

The front end loader used for asphalt work (drives the loader-mounted milling machine) has approximately \$20,000 of repairs/tire replacement needed soon. This front end loader is scheduled for replacement in 2015. The Streets Division has funds approved in the 2013-2014 FY budget to purchase a 10 CY Dump Truck and a 5 CY Dump Truck. Streets staff was able to reinforce several of the dump boxes this winter which will extend the useful life of these units. The use of this year's capital funds are better spent on purchasing a new front end loader as opposed to spending money repairing a unit to be replaced next year (see Attachment 1).

The front end loader/asphalt zipper combination is used for a quartile 1 program, asphalt roadway patching. The equipment mills sections of roadway in preparation for new hot-mix asphalt. The 1998 Case 721B has approximately 6,500 hours and will be replaced with a new unit of more weight and horsepower available to carry the asphalt zipper in a safer and more efficient manner.

To ensure the new machine is set up for interchanging all Streets' existing attachments (buckets, vee plows, snow heaver, forks, and asphalt zipper) the coupler system will be procured separately, is estimated to cost \$18,000, and is the reason the loader price may seem low compared to previous loader purchases.

Discussion

To meet competitive bidding requirements, the Streets Division obtained contract pricing from the Admin Minnesota Cooperative Purchasing Venture Release No. L-331(5).

Contract No. 73167 was awarded to Ziegler Inc. of Minnesota.

Public Works staff is recommending the purchase of a 2014 Caterpillar 938K from Ziegler Inc. of Minnesota for a purchase price of \$170,920.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a new Front End Loader from Ziegler Inc. of Minnesota for \$170,920.

Sample Motion

Move to approve the purchase of a new Front End Loader from Ziegler Inc. of Minnesota for the purchase price of \$170,920.



RESOLUTION 2014-81

WHEREAS, the Admin Minnesota Cooperative Purchasing Venture was utilized to secure competitive bids for one (1) New Front End Loader for the Streets Division of the Public Works Department; and

WHEREAS, the Admin Minnesota Cooperative Purchasing Venture Release No. L-331(5), Contract No. 73167 was awarded to Ziegler Inc. of Minnesota; and

WHEREAS, the Public Works Department has recommended the purchase of a 2014 Caterpillar 938K from Ziegler Inc. of Minnesota for a purchase price of \$170,920.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the New Front End Loader purchase from Ziegler Inc. of Minnesota is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	¤
April 4, 20142	¤ City Attorney



City of Grand Island

Tuesday, April 8, 2014 Council Session

Item G-12

#2014-82 - Approving Final Plat and Subdivision Agreement for Copper Creek Estates 7th Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From:	Regional Planning Commission		
Meeting:	April 8, 2014		
Subject:	Copper Creek Estates 7 th Subdivision – Final Plat		
Item #'s:	G-12		
Presenter(s):	Chad Nabity AICP, Regional Planning Director		

Background

This property is located west of North Road and south of Old Potash Hwy., in the City of Grand Island, in Hall County, Nebraska. It Consists of (31 Lots) and 5.85 acres.

Discussion

The plat for Copper Creek Estates 7th Subdivision Final Plat was considered by the Regional Planning Commission at the April 2, 2014 meeting.

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

A roll call vote was taken and the motion passed with 9 members present and voting in favor (Connick, O'Neill, Ruge, Reynolds, Heckman, Haskins, Vincent, Connelly and Bredthauer) and no one voting against.

Alternatives

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

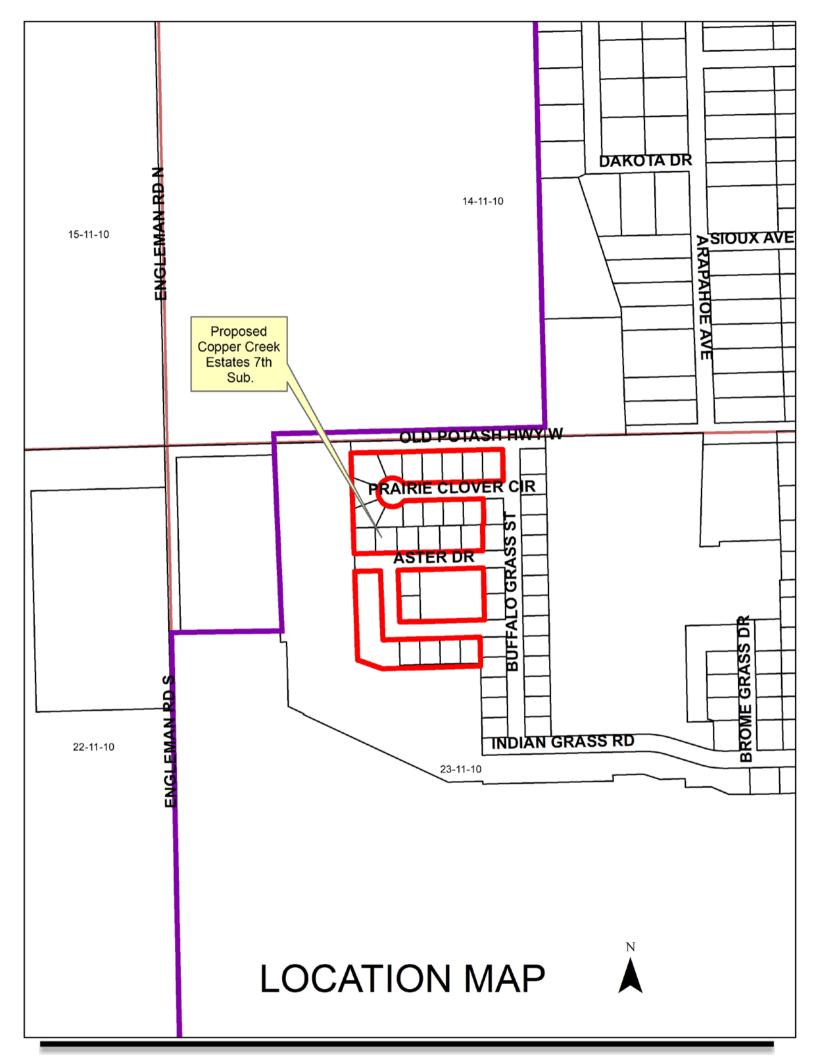
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

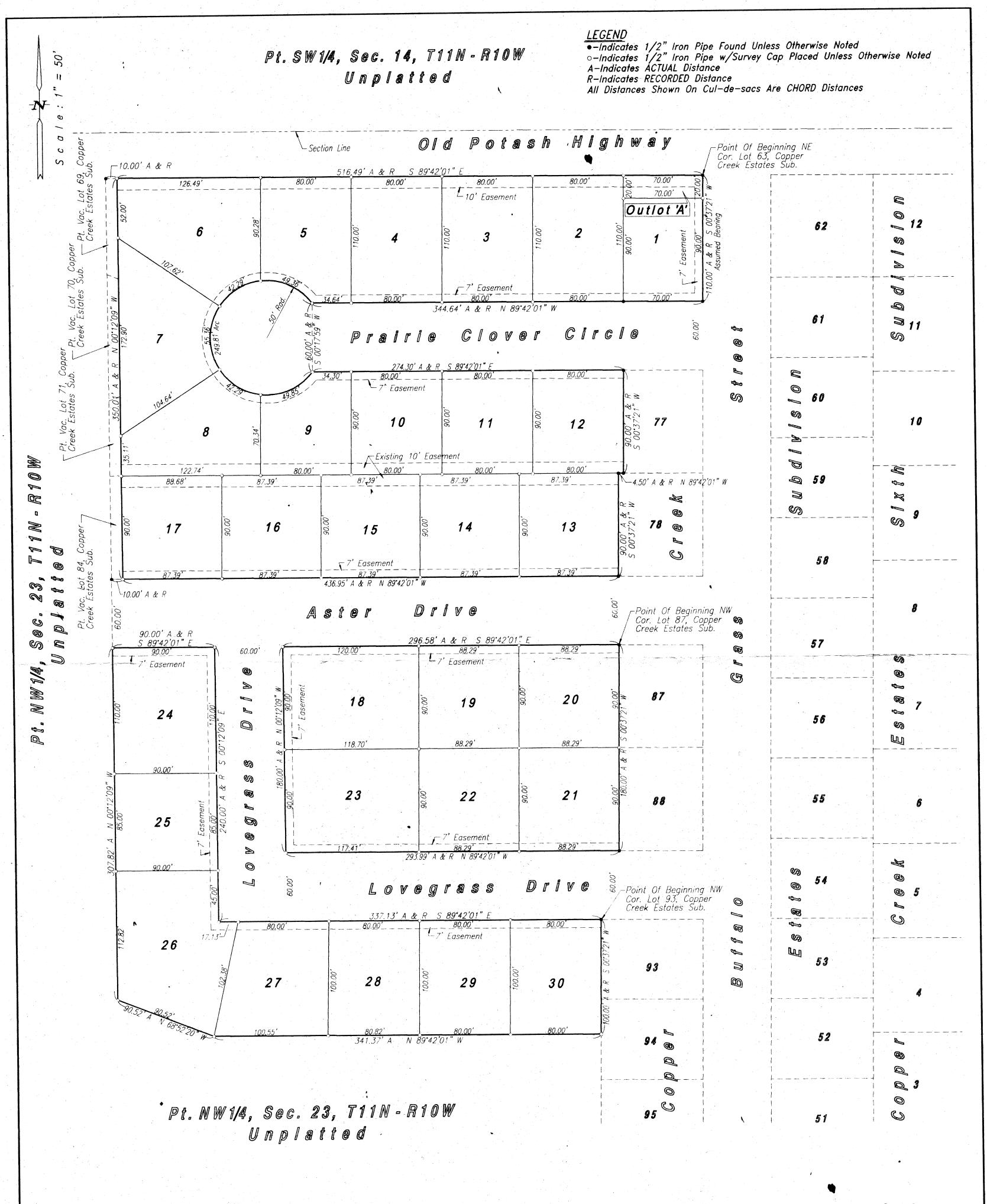


The Guarantee Group, LLC Developer/Owner

The Guarantee Group, LLC Sean P. O'Connor 2502 N Webb Rd Grand Island NE 68803

To create 31 lots located west of North Road and south of Old Potash Hwy., in the City of Grand Island, in Hall County, Nebraska. Size: 5.85 acres Zoning: R2 – Low Density Residential Zone Road Access: City Roads Water Public: City water will be available as extension will be required with this subdivision Sewer Public: City sewer is available.





<u>COPPER CREEK ESTATES SEVENTH SUBDIVISION</u> IN THE CITY OF GRAND ISLAND, NEBRASKA

ROCKWELL AND ASSOC. LLC - ENGINEERING & SURVEYING - GRAND ISLAND, NEBRASKA

RESOLUTION 2014-82

WHEREAS The Guarantee Group, LLC, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "COPPER CREEK ESTATES SEVENTH SUBDIVISION", to be laid out into 31 lots, on a tract of land comprising all of Lots Sixty Three (63) thru Sixty Eight (68), Part of Vacated Lots Sixty Nine (69) thru Seventy One (71), Lots Seventy Two (72) thru Seventy Six (76), Lots Seventy Nine (79) thru Eighty Three (83), Part of Vacated Lot Eighty Four (84), Lots Eighty Five (85) and Eighty Six (86), Lots Eighty Nine (89) thru Ninety Two (92) and Outlot 'C', Copper Creek Estates Subdivision along with a part of the Northwest Quarter (NW1/4), all in Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of COPPER CREEK ESTATES SEVENTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

Adopted by the City Council of the City of Grand Island, Nebraska, April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ April 4, 2014 ¤ City Attorney



City of Grand Island

Tuesday, April 8, 2014 Council Session

Item I-1

#2014-83 - Consideration of Approving Contract for Grander Vision Plan

Staff Contact: Mayor Jay Vavricek

Council Agenda Memo

From:	Mayor Jay Vavricek
Meeting:	April 8, 2014
Subject:	Consideration of Approval of Contract for Grander Vision Plan
Item #:	I-1
Presenter(s):	Mayor Jay Vavricek Nicki Stoltenberg, Assistant to the City Administrator

Background

In March 2013, Mayor Jay Vavricek organized a task force to explore a community wide visioning process.

Mayor Vavricek invited community minded leaders representing important stakeholders of the community to begin this discussion. Some community segment areas included are senior citizens, business, medical, education, entertainment, non-profits, local government, manufacturing, and hospitality.

The Steering Committee overwhelmingly validated the value and need for a similar visioning process for Grand Island/Hall County.

In January 2014, the City of Grand Island issued a Request for Proposal (RFP) and invited consultants to provide a proposal to conduct a community-wide visioning process that would encompass both the City of Grand Island and Hall County.

Seven bids for the Grander Community Vision Plan were received on February 4, 2014.

Six members of the Steering Committee reviewed the proposals according to the RFP specifications.

These committee members provided an official score pursuant to the specifications laid out in the RFP and on March 11, 2014, a recommendation of Design Workshop, Inc. was extended to Mayor Vavricek and Hall County Board Supervisor Pam Lancaster.

On March 25, 2014, Council took action on Resolution 2014-67, approving a community wide vision effort.

City Staff began contacting references for Design Workshop, Inc. and contract negations ensued.

Discussion

The Design Workshop team will work to develop a vision that will help set the course for various strategic initiatives and the implementation items necessary to move the City/County forward into the future.

Their process will strategically and creatively engage the full spectrum of various stakeholder groups and neighborhoods to reflect our diverse community. They are experienced in engaging and conducting public engagement in multi-lingual and multi-cultural environments and will bring this experience with them.

Design Workshop, Inc. outlined in their Scope of Services five main project tasks that include: Project Initiation, Current Conditions and Future Trends Assessment; Community Engagement; Public Presentation; Production of Vision Plan.

The final Vision Plan document will contain a variety of community action steps and identify responsible parties for each step necessary to achieve the overall vision. The plan will include a description of the action, the lead partner to champion the implementation effort, potential partners for implementation, timeframe and priorities for implementation.

Completion of the project is scheduled for October 2014.

Design Workshop, Inc. has agreed to an amount not to exceed \$103,210.

Private funding has been obtained.

Alternatives

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

- 1. Move to approve
- 2. Refer the issue to future date
- 3. Take no action on the issue

Recommendation

City Administration recommends the Council authorize the Mayor to sign a contract with Design Workshop, Inc. in order to complete a community-wide visioning process for Grand Island and Hall County.

Sample Motion

Move to approve Resolution 2014-83.

PROJECT DESCRIPTION

Completion of a community-wide visioning process with the community members of the City of Grand Island, Nebraska, in cooperation with Hall County, Nebraska, leading to the completion of a vision plan for Grand Island and Hall County.

For the purposes of this proposal, the City of Grand Island, Nebraska is defined as the "Client" for contractual purposes.

For purposes of this proposal, the Design Workshop team shall include the following companies:

- Design Workshop, Inc., Denver, CO (Lead Consultant)
- Verio, LLC, Kansas City, MO (Subconsultant)

SCOPE OF SERVICES

Task 1: Project Initiation

The first step in launching an effective visioning plan for Grand Island and Hall County involves working together to define the desired outcomes from the effort, confirming plans and strategies to involve the community in the planning effort, and understanding the context under which the community is undertaking the visioning process.

This scope of work assumes that all deliverables will be in digital PDF format unless stated otherwise below. The client is responsible for reproduction unless stated otherwise.

Task 1.1: Ongoing Project Management

This scope of work assumes that the City of Grand Island and Hall County will designate a Project Manager from the client group (herein after referred to as the "Client Project Manager") to coordinate project activities on the client side of the project, including coordinating meetings with the Steering Committee. The Client Project Manager will serve as the identified and official point of contact for Design Workshop with the client group, and this scope of work identifies responsibilities of the Client Project Manager through different stages of the project. Design Workshop's assigned Project Manager, in turn, will serve as the main point of contact on a daily basis for the Client Project Manager throughout the project.

This scope assumes that the Client Project Manager will serve the following roles as part of this project. While others on the City and / or County staff may assist with these duties, the Client Project Manager would have overall responsibility for the following items:

DESIGNWORKSHOP

- Coordinating times for Steering Committee calls or in-person meetings with members of the Design Workshop team
- Coordinating and securing venues for focus group meetings, Steering Committee meetings and public meetings
- Gathering necessary base information from City and/or County staff for use by the Design Workshop team
- Gathering information from City and / or County staff as the project progresses, in order to assist the Design Workshop team in the completion of the public outreach process and the vision plan document.
- Serving as the point of contact for the project with local and regional media outlets, and requesting representation from the Design Workshop team for media interviews or coverage as needed.
- Working with the Design Workshop project manager to coordinate the distribution of publicity materials in the Grand Island and Hall County areas, through local organizations, Steering Committee members, and City and County public information resources (city or county websites, Facebook and Twitter accounts, etc.).
- Compiling comments from City and County staff and the Steering Committee concerning draft versions of deliverables throughout the project. The Client Project Manager will compile these comments in either a comment log or in a memorandum to Design Workshop's project manager, and will reconcile and provide guidance to Design Workshop concerning any discrepancies in comments received from various parties (including various City / County departments or members of the Steering Committee).

We propose a regular communication strategy to maximize the value of everyone's time. While the project team will meet more formally at certain times, biweekly update conference calls involving Design Workshop, members of the City and County staff, and a representative from the Steering Committee will help the team address issues as they arise. In addition, we will communicate with the Steering Committee on a regular basis via in-person meetings (when possible given the travel schedules of Design Workshop's Principal and Project Manager) as well as periodic phone calls and emails.

The weekly or biweekly conference calls will include the Project Manager and/or Principal in Charge from Design Workshop, the identified Client Project Manager and a representative from the Steering Committee. These calls will focus on the "big picture" objectives of the project in a given week (or set of weeks). We will report on work performed since the last point of contact with Steering Committee and objectives for upcoming weeks during the project. The committees will provide guidance regarding work already in progress and upcoming work.

Deliverable:

1. Agendas and minutes for each Steering Committee meeting or conference call, circulated to team members

DESIGNWORKSHOP

Task 1.2: Kick-off Meeting and Community Tour (1 day total)

The purpose of the project kick-off meeting is to effectively launch the effort by confirming goals, the planning process, the project schedule, deliverables, a team communication plan, and roles and responsibilities among the key team members.. We anticipate discussing the "Critical Success Factors" (the things that absolutely must result from the process in order for project to be a success) that city and county leaders and the Steering Committee have for the planning effort at this meeting, and we will track the vision plan's progress in meeting these critical success factors throughout the project. . We will identify information from previous work and studies relevant to the visioning effort and identify key questions and ideas to explore as part of the project. Design Workshop will create a list of Critical Success Factors for review at the kick-off meeting. As part of the meeting, the group will also discuss initial ideas for branding of the project and potential ideas for a logo to represent the project going forward.

On the same visit as the kick-off meeting, Design Workshop will conduct a tour of Grand Island and Hall County to catalogue existing conditions, develop a comprehensive photo catalogue of the community and the surrounding area (this scope of work assumes the catalogue will include 40 to 50 images), and verify base information gathered from other sources. The team will invite City and County staff and the Steering Committee on the tour. During the tour, the group will meet with technical specialists and community leaders in the field to hear and see firsthand the issues that may influence the outcomes of the vision plan.

Deliverables:

- Meeting agenda
- Detailed project schedule
- Team communications plan (outlining the plan for how the project team will communicate with City and County staff, and the Steering Committee)
- Meeting notes
- Finalized set of Critical Success Factors for the project and project goals
- Summary memorandum of findings from Community Tour

Task 2: Current Conditions and Future Trends Assessment

Data collected as part of the Current Conditions analysis will inform the public engagement process by identifying key areas or topics for discussion in the public meetings. For example, data concerning the community's record of attracting and retaining new businesses may provide a valuable baseline for the community to discuss the preferred future development of economic development efforts and business attraction strategies. The Current Conditions analysis will also provide a benchmark against which the community can measure progress and achievement in reaching goals

DESIGNWORKSHOP

set out in the vision plan in the future. The City and County will have the ability to report measured progress toward the vision and goals articulated during this process. The Current Conditions and Future Trends Report will be condensed into an easily read and understood summary document to inform the public and allow for useful discussion of potential alternative goals and strategies during the creation of the new vision plan for the Grand Island community.

Task 2.1: Baseline and Existing Conditions Analysis

The Design Workshop team will conduct a thorough baseline and existing-conditions analysis in order to inform upcoming community visioning meetings and to inform the development of the overall visioning document. This analysis will also provide a benchmark against which future progress in Grand Island and Hall County can be measured and celebrated.

The Design Workshop Team will use current and available data to complete an analysis of the following:

- Physical conditions such as environmental systems, infrastructure and development patterns;
- Transportation issues;
- Total population and households, population and household growth, daytime population, households by age and income, housing tenure patterns and expenditure potential.
- Growth projections including the surrounding area;
- Build-out potential;
- Limits to growth;
- Regional socioeconomic trends and conditions, which are and will be influencing short- and long-term residential development in the Grand Island and Hall County area;
- Economic conditions, labor force skills, business growth patterns and income trends;
- Locally and nationally-prepared economic forecasts for the regional and local areas, with particular attention focused on the long-term economic growth forecast;
- Economic projections based on observed local and regional economic patterns;
- Visual character assessment (addressing the general architectural and development character of different parts of the city and the area and key views or gateways);
- Park and open space systems; and
- Community facilities and amenities

The Design Workshop team will analyze and map selected information, including but not limited to: historical and projected growth patterns of population and households; current and projected distribution of household income, age and household size, employment trends, physical conditions and build-out potential. The Design Workshop team will develop a summary white paper outlining the existing conditions across the various categories outlined above (including topics such as land use, transportation, economic

DESIGNWORKSHOP

conditions, development character and parks / recreation). This information will provide a valuable baseline against which to evaluate alternative futures and implementation progress. This information should be used during the visioning sessions to ensure that the visions are based on a realistic understanding of current conditions and possible futures..

Deliverables:

• White Paper Documenting Existing Conditions Maps and Graphical Presentations (included in the White Paper document)

Task 3: Community Engagement

Task 3.1: Public Outreach Plan

The process of gaining input from the community must be efficient, help the community identify ideas, opportunities and concerns in a productive manner, and should represent an enjoyable and fun process for everyone. The visioning process should employ a broad range of tools to engage all citizens. A cornerstone of our team's approach to facilitating public meetings and workshops is to meet people close to where they live: at neighborhood schools, senior centers, coffee shops, etc. rather than only holding meetings at City Hall. The Design Workshop team's public outreach plan includes:

Stakeholder Analysis

We will categorize many of the groups that will be engaged as stakeholders in the project process, but will also expand upon this list as part of the project kick-off and identify the optimum role for these groups within the project. The Design Workshop team will develop a master list including contact information, scheduled meeting dates and information distribution methods.

Project Branding

Creating a brand for the project will stimulate community interest, and link the various tools and methods for community outreach under one umbrella. Developing an instantly recognizable "brand" (message or image) means that the process will have a higher profile in the minds of community members. Because the leadership in the city is committed to ensuring that this process has great value, it is important to link the vision plan process and its benefits in the minds of community members.

Elements of community outreach including meeting advertisements, visual displays for presentations, handouts for public meetings, the project website, and the final planning documents will all have a design and follow a format that is consistent, compelling, and appropriate for various audiences and for various meetings and communications. Well designed documents, logos, and word selection can make the difference between a high level of public awareness, public apathy and even distrust.

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Design Workshop will provide two alternatives each for the project logo and the project brand name to the Client Project Manager. The Client Project Manager will consolidate and reconcile comments from all city and county staff and the Steering Committee into one comment log and will provide guidance to Design Workshop concerning direction, in cases where comments are conflicting. Based upon this feedback received from the Client Project Manager, Design Workshop will make changes and produce a final version of the project logo and the project brand name for use throughout the project.

Media Plan

Successful community outreach will require a strategic plan for utilizing the media to deliver a clear, consistent message about the purpose of and the process for the vision plan. The media can play a valuable role in educating community members about the key issues, information about visioning events, opportunities for input (through the website, interviews, etc.) and information on the conclusions of the visioning process. Establishing a schedule for implementing the media plan will help in maximizing the benefits of using these methods to get information out to the public in an effective and timely manner. An important part of the media plan involves creating a compelling, persuasive message about why community members should be interested in the process and make time to participate.

Deliverables:

- Stakeholder analysis matrix
- Public outreach schedule
- Meeting invitations
- Project logo and image materials for client group review, during initial stages of the project
- Up to 6 Press Release and / or Information Fliers. Press releases and information fliers will be translated into Spanish, Somali and Sudanese in order to reach out to all major segments of the Grand Island community.
- Design Workshop will provide the Press Releases and Information Fliers in pdf format, ready for print.

Task 3.2: Multi-Lingual Project Website

We believe the Grand Island area would benefit considerably from the creation of a project website specifically for the public outreach process, as it creates a venue where information can easily be posted and accessed by community members. The website would serve as a venue where news, events, information, surveys, and outcomes can be posted and shared with the community, ensuring a transparent and clear process. Many community members, and in particular youth, are very technologically savvy and are used to gaining information from the Internet. The website can provide basic levels of interactivity such as providing for submittals of comments. The site can be established as

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an ongoing resource for communication, even after this specific planning effort is completed and implementation ensues.

We recognize that not all members of the community have Internet access or feel comfortable getting their information from a website. This doesn't mean that a website would not be valuable, but simply that it must be supplemented with other methods of reaching all community members.

We propose establishing the project website in four languages to serve the diverse populations of the Grand Island community: *English, Spanish, Sudanese and Somali*. The website would include links to other language versions of the content, in order to reach a broad cross-section of the community.

While the website will include text (as part of text documents or on the overall website) from the four languages, exhibits included on the website will have English captions, but be accompanied by a translation guide for each language (explaining the logic behind each map or exhibit and the key takeaways).

This project website will not include (as part of this scope of work) interactive mapping, online meetings, or other additional functions or features. The project website will resemble a set of two examples to be provided by Design Workshop to the City at the outset of the project. The project website will be hosted by Design Workshop during the length of the project as defined by the Schedule articulated in this scope of work. Design Workshop will then transfer the hosting and operations of the project website to the City at the conclusion of the project (by the end of October 2014).

Deliverables:

- Project webpage and ongoing updates to content throughout the duration of project
- The project website will include links to online surveys, a function to receive comments from the public, and subpages that will include background exhibits, as well as the presentation boards and deliverables from the two public open house sessions.

Task 3.3: Social Media

Social media functions similarly to traditional print media, except that it uses communitybased communications channels such as existing community newsletters and meetings and church and service organization communication channels. This method can be particularly effective in reaching out to groups that may not have been traditionally involved in public planning conversations. We have found that stakeholder groups and other citizen leaders can provide great leads and connections that help the team find and use social media options. This proposal assumes that members of the committees would

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help the social media outreach effort by helping to coordinate submittals to local newsletters, generating interest in meetings concerning the plan around the community, and in general helping to stimulate interest in the plan.

For example, we have found in projects elsewhere that we are best able to reach out to Spanish speaking populations by conducting community outreach fairly directly through churches tied to the Hispanic community. Similarly, in Grand Island we would likely reach out to churches or mosques to more directly reach out and gain input from the Somali, Sudanese and Hispanic communities. We will also work with City and County staff and the steering committee to identify and engage leaders in the various ethnic communities (civic leaders, labor leaders, etc.) who could help us in reaching out to the general population. Given the diversity of the ethnic groups in Grand Island, leveraging all of the contacts and networks of the local groups and civic leaders will be essential in gaining input from the full spectrum of the community. This scope of work assumes that these organizations and the various civic groups will assist with any translation services needed to produce content for the project and during stakeholder discussions or during public open houses later in the project. (Design Workshop's budget identifies minimal fees to use translation services to engage the Somali and Sudanese communities, but the use of translation services from local leaders will be necessary in order to complete the overall effort. Design Workshop will utilize its own Spanish speaking staff to help supplement the translation and outreach to the Hispanic community).

In addition to these on-the-ground social media channels, we will use newer forms of online outreach, including Facebook, and Twitter. We have found that these newer forms of social media in particular help communities in reaching out and engaging youth. Design Workshop will set up the Facebook and Twitter pages. City staff will assist in the monitoring and updating of the Facebook and Twitter pages and text messaging to individuals who sign up for project updates.

Deliverables:

- Project background information and updates, distributed to various community groups periodically throughout the length of the project.
- Coordination (on the part of Design Workshop and the Client Project Manager) with local groups to help reach out to citizens, throughout the project.
- Project Facebook page
- Project Twitter handle and signature hashtags

Task 3.4: Stakeholder Focus Groups

The Design Workshop team will work with City and County staff and the Steering Committee to identify key stakeholder groups and to conduct initial outreach focus group efforts at the outset of the project to communicate the key goals of the project and gain initial input from these stakeholders and stakeholder groups concerning their ideas for the future vision for the Grand Island area. We anticipate conducting focus groups with

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elected leaders on the City Council, school district representatives, the Chamber of Commerce, and leaders from the Latino, Somali and Sudanese communities.

Meetings:

• Initial Stakeholder Focus Groups (up to 2 days)

Deliverables:

- Agenda, Presentation Materials and Summary from Focus Groups
- Presentation materials will include a two page handout and up to three plotted presentation boards provided by DW at 36 X 48

Task 3.5: Participation in Community Events

Having a presence at community events is often an easy way to reach out to community members who have come together for particular events, such as farmers markets, sporting events, concerts or lectures. At these events information can be distributed about the vision planning process, and information can be gathered via interviews, written surveys, electronic surveys or other methods. Having a booth or table at community events presents a great opportunity to present the vision planning process in a fun atmosphere. We recommend scanning the community calendar for upcoming events around town where the visioning plan effort could be publicized. We suggest identifying in particular civic events that would include various demographic segments in the community. For example, we may suggest providing a booth at student fairs or various events at the local schools, at events for seniors, the Hall County Fair, or Danger arena football games. These events may help in particular in reaching out to groups of citizens that may have limited time to participate in traditional community meetings.

Deliverables:

- Participation by Design Workshop team staff in a total of 30 hours of community events (we assume, broken up into no more than three or four calendar days in total)
- Presentation materials will include a two page handout and up to three plotted presentation boards provided by DW at 36 X 48

Task 3.6: Community Survey

The Design Workshop team will work with the Steering Committee and City staff to create a general community survey that will solicit input from the community, including the broader community as well as key constituencies, concerning key issues such as:

- Economic Development
- Parks and Open Space

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- Neighborhoods
- Schools
- Infrastructure
- Transportation

These surveys can be completed very easily using a Survey Monkey instrument that can be placed on the city's website and the project website, or emailed as a link out via email lists to various organizations, neighborhood groups, etc.

Members of the project team, along with City staff, will also provide additional "retail level" public outreach by handing out the survey at local grocery stores, shopping centers, community gatherings and similar destination locations. This scope of work assumes an additional 20 hours of time on the part of the consultant team conducting "retail level" public outreach for the survey. This scope of work assumes that the 20 hours of time on the part of the consultant time would be distributed over two to three consecutive calendar days. Any hours spent distributing the community survey beyond the 20 hours would need to be provided by City or County staff or local organizations. Following the project kick off, the survey would require around two months to complete.

Deliverables:

- Community Survey (provided digitally in an online format). The community survey would be available in Somali, Sudanese, Spanish and English.
- Survey analysis and report. This written report (anticipated length of ten pages, provided in pdf format) will include a summary of the key takeaways from the Community Survey results.

Task 4: Public Presentation

Task 4.1: Community Open House Round One: Gathering Input, Developing a Vision

An initial public open house will build upon the initial community outreach conducted during the first few months of the project and help develop an overall vision statement for the Grand Island community. During the meeting, the Design Workshop team will review the current conditions analysis for Grand Island, and review the input provided by the general public and various stakeholder groups concerning key issues and the future vision for the community as part of focus groups, the community survey, and other initial stages of input. Design Workshop will provide a series of presentation boards in the meeting room (this scope of work assumes no more than six boards) that provide information on the project's background, key findings from the current conditions analysis for the Grand Island area, and key takeaways from the Community Survey and initial stakeholder discussions. These presentation boards will also be available on the project website by the time of the public open house. Design Workshop will open the formal presentation portion of the public open house by making a powerpoint presentation summarizing the

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project background, a summary of the current conditions analysis, and a summary of public input received to date. The powerpoint will address key issues facing the Grand Island area and will outline the process the project will use to arrive at a vision for the Grand Island area.

During the second half of the meeting, additional community input will be gathered through a variety of methods:

Breakout Sessions

The Design Workshop team will facilitate a series of breakout sessions with participants designed to draw from the initial stages of community engagement and develop a concrete vision statement for Grand Island. Members of each breakout session will report back to the group toward the close of the meeting concerning their preferred vision for Grand Island going forward. The Design Workshop team will confirm the organization of the breakout sessions with the Steering Committee and the Client Project Manager, but experience from previous projects indicates that each Breakout Session would ideally include from 10 to 20 participants in total, in order to allow each participant to have an opportunity to provide input.

Keypad Polling

The meeting will also utilize "keypad polling" survey questions in order to gain input from participants concerning a number of key issues tied to the creation of the overall vision statement for the Grand Island area. Design Workshop will confirm the number and content of the keypad questions with the Client Project Manager (with input from the Steering Committee). Projects of similar size and scale have typically included from 15 to 20 keypad polling questions for a public open house.

Questions posed to the audience at the conclusion of the meeting will help determine the overall Community Vision Statement, outlining a description of the Grand Island area in the future.

All of the materials from the community open house, including keypad polling questions, will be available online after the public meeting.

Deliverables:

- Agenda, Presentation Materials, and Summary from Community Open Houses
- Sign in sheets and comment cards (in order to receive written comments from attendees at the meeting)
- Translation information for all materials (in addition, translators would be present at this meeting). The Design Workshop team will not provide multiple versions of each presentation board for the public open house, but instead will provide a "translation packet" that includes a translation of key text and information on each

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presentation board (in Somali, Sudanese, Spanish and English). The powerpoint presentation made at the public meeting will be conducted in English, but a similar "translation packet" that translates the bullet points and key message on each slide will be made available (in Somali, Sudanese and Spanish) to audience members.

- Design Workshop will provide up to six presentation boards, 36 X 48, plus a one page comment sheet, in four languages
- Design Workshop will provide a translation guide in three languages each (Spanish, Somali, Sudanese). The assumption in this scope of work is that each translation guide will include approximately six pages, in black and white.

Task 4.2: Community Open House Round Two: Implementing the Vision

The Design Workshop team will host a second public open house to review the overall Vision Statement for Grand Island for the future and to review and gain input concerning the components of the draft version of the Vision Action Plan document created by the project team since the first public open house. This open house will focus on implementation and will gain input and any ideas from the public concerning how to make the vision for Grand Island in the future a reality.

The public open house will include a series of presentation boards, and the content of these boards will be confirmed by the Client Project Manager in advance of the public open house. This scope of work assumes that the public open house will include no more than eight presentation boards, and these boards will address: Project background; a summary of public input at the first public open house and online since the first public open house; a summary of the preliminary "project vision" for the community based upon input to date; and, a summary of recommended implementation tools and action steps for the Grand Island community in order to make the vision plan a reality.

Design Workshop will begin the formal portion of the public open house with an overview powerpoint presentation. This presentation will address the following topics: public input received at the first public open house and since the first public open house; a summary of the preliminary vision statement and vision plan for the Grand Island area; and a summary of implementation items and action steps for the community. The powerpoint will address how the City Council will move forward in formally adopting the vision plan in the near future.

The open house will involve break out groups to discuss the implementation of the plan as well as a series of keypad polling survey questions designed to gain specific input from participants concerning the final vision statement for Grand Island and a variety of implementation and maintenance issues. This scope of work assumes that the breakout groups will include a similar number of participants in each group as organized in Task 4.1. The scope of work assumes that, based upon previous project experience, the keypad polling session will include from 10 to 20 keypad questions. These keypad questions at the second public open house will focus on confirming the vision statement for the Grand

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Island area, and reviewing ideas for how to best implement the vision plan in the community over time.

All of the materials from the community open house, including keypad polling questions, will be available online after the public meeting.

Deliverables:

- Agenda, Presentation Materials, and Summary from Community Open Houses
- Sign in sheets and comment cards (in order to receive written comments from attendees at the meeting)
- Translation information for all materials (in addition, translators would be present at this meeting). The Design Workshop team will not provide multiple versions of each presentation board for the public open house, but instead will provide a "translation packet" that includes a translation of key text and information on each presentation board (in Somali, Sudanese, and Spanish). The powerpoint presentation made at the public meeting will be conducted in English, but a similar "translation packet" that translates the bullet points and key message on each slide will be made available (in Somali, Sudanese and Spanish) to audience members.
- Design Workshop will provide up to six presentation boards, 36 X 48, plus a one page comment sheet, in four languages.
- Design Workshop will provide a translation guide in three languages each (Spanish, Somali, Sudanese). The assumption in this scope of work is that each translation guide will include approximately six pages, in black and white.

Task 5: Production of Vision Plan

Design Workshop has developed a Document Standards best practice methodology over the last few years, based upon our experience in creating planning documents across the country, and will leverage these standards in setting up and executing the document production process for the Grand Island vision plan document (in draft, and final form).

Task 5.1: Draft Vision Action Plan

Following the initial public open house, the Design Workshop team, in collaboration with the Steering Committee and City staff, will work together to outline a draft vision plan for Grand Island that will set a direction and guidance for implementing the Vision Statement identified during the first public open house. This vision plan document will contain a variety of action steps and identify responsible parties for each action step necessary to achieve the overall vision for Grand Island in the future. The plan document will include a description of the action, the lead partner to champion the implementation effort, potential partners for implementation, and the timeframe and priorities for implementation.

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Specifically, we will submit one draft version of the Vision Action Plan to the Client Project Manager. The Client Project Manager will be responsible for gathering and compiling all input or edits from the City staff and/or the Steering Committee. The Client Project Manager will also be responsible for reconciling and arriving at decisions, from the client group's perspective, concerning any contradictory input from various city departments or between the City staff and members of the Steering Committee. The Client Project Manager will provide a consolidated Comment Log and an associated memorandum summarizing the input from the City / Steering Committee and direction to the project team for any edits that required clarification, in order to streamline the editing process. The Client Project Manager will provide this input to Design Workshop within two weeks of Design Workshop submitting the draft Vision Action Plan to the City for review. Design Workshop will then make one round of necessary edits or changes based upon the memorandum and comment log provided by the Client Project Manager and provide a revised version of the Draft Vision Action Plan to the City.

The action plan document will also outline recommended mechanisms and timeframes for the maintenance of the Vision Action Plan going forward.

Deliverable:

- Draft Vision Action Plan document (in pdf format only, at 8.5 X 11 size, with foldout maps as necessary provided at 11 X 17).
- Design Workshop will provide an updated version of the Draft Vision Action Plan based upon one round of input from the Client Project Manager. The purpose of this second draft version of the document will be to provide one more opportunity for review to ensure that each comment on the first draft of the document is addressed appropriately.

Task 5.2: Final Vision Action Plan

The final vision plan will clearly describe the purpose and need for the plan and the goals, objectives and critical success factors. The plan will also identify regulatory responsibilities and policies that influence the implementation of the Vision Plan.

This scope of work assumes that the consultant team will amend the draft Vision Action Plan document for Grand Island one time following the second public open house. This proposal assumes that the Client Project Manager will compile all comments concerning the plan into one package (including a comment log and an associated memorandum that provides direction to Design Workshop concerning the resolution of any conflicting comments from the City and Steering Committee) from which the consultant team would process revisions. When conflicting points of view arise, the wishes and directions of the Steering Committee will be addressed as the final authority on the Vision Plan document.

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Deliverable:

• <u>Final Vision Action Plan:</u> One camera-ready PDF copy and an editable final version of the document (in Indesign CS3 format, in 8.5 X 11 format, with 11 X 17 foldouts for maps). In addition, Design Workshop will provide the most recent copy of the Microsoft Word version of the document text. This Microsoft Word version will not reflect changes between the first and second drafts of the vision plan document. This scope of work anticipates that the Vision Action Plan document will not exceed 50 pages in length. In addition, we will provide an electronic copy of the final Vision Action Plan in a format suitable for upload to the City's website for public viewing going forward. This scope of work assumes that the City of Grand Island would be responsible for the printing of any hard copies of the Final Vision Action Plan.

Task 5.3: Final Community Presentations

At the conclusion of the project, the Project Manager from Design Workshop will visit Grand Island and make presentations to the community concerning the final product (the vision plan).

Deliverable:

• Powerpoint presentation, to be used in presenting the final plan to the community

Conditions and Exclusions

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client, and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

In order to begin services, we will require the following information:

• Copies of any infrastructure, transportation, or environmental reports provided to the City over the last five years that may influence the completion of the base conditions analysis;

• Copies of any Census data or recent reports provided to the City that outline information pertaining to population and households, population and household growth, daytime population, households by age and income, housing tenure patterns and expenditure potential.

- Any existing growth projections (for the City or the County);
- Economic conditions, labor force skills, business growth patterns and income trends;

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• Copies of any locally and nationally-prepared economic forecasts for the regional and local areas, with particular attention focused on the long-term economic growth forecast;

• GIS data from the City or County necessary to produce base maps

Exclusions:

This scope of work does not include the following items or deliverables:

- A formal market analysis or market study of the Grand Island area
- Any formal infrastructure, environmental, transportation or traffic analysis reports or studies (the scope of work will instead utilize existing analyses already performed and available through the City and/or County).
- Ongoing hosting of, or consultation / advisory services concerning, the project website following the completion of this project (after November 1, 2014).

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for this project are listed below:

Principal-in-Charge – Rebecca Leonard

Rebecca Leonard will serve as Principal-in-Charge of the project and will have primary responsibility for the overall content and quality of the services performed by the Design Workshop consultant team.

Project Manager – Britt Palmberg

Britt Palmberg will serve as the Project Manager for the project and will also be responsible for leading the planning efforts associated with the work. His responsibilities will include the coordination of Design Workshop's in-house planning team as well as regular communication and coordination with all members of the consultant team.

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SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized City representative. At this time, the following generalized schedule is anticipated:

Step 1: Project Initiation	May 2014
Step 2: Current Conditions and Future Trends	May – July 2014
Step 3: Community Engagement	May – July 2014
Step 4: Public Presentation	August – October 2014
Step 5: Production of Vision Plan	August – October 2014
Step 6: Completion of Final Deliverables	End of October, 2014

FEES AND EXPENSES

1. Basic services

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee (for labor) of \$90,775.

The estimated fees are as follows:

Task One	Project Initiation	\$9,320
Task Two	Current Conditions and Future Trends Anal	ysis
		\$7,300
Task Three	Community Engagement	\$27,935
Task Four	Public Presentation	\$31,280
Task Five	Production of Vision Plan	\$14,940
	Total Professional Fees (labor only)	\$90,775
		<i>~,,,,,</i>

2. Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel, telephone charges, video conference charges, website hosting, and printing expenses shall be billed at Design Workshop's cost and shall not exceed \$12,435.

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3. Additional Services

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

4. Use of Local Vendors

Where feasible, Design Workshop shall utilize the services of vendors based in Hall County, Nebraska in completing the scope of services outlined herein.

PAYMENT TERMS

- 1. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 45 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
- 2. Invoices for this project will be formatted according to the sample Design Workshop invoice provided in Attachment B.

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ACCEPTANCE

- 1. This Agreement is entered into between Design Workshop, Inc. and the City of Grand Island, Nebraska.
- 2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
- 3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
- 4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By:	Date:
Title:	
APPROVED BY CLIENT:	
By:	Date:
Title:	

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Attachment A

Contract Provisions

- 1. All fees, commissions, and expenses billed shall be due within forty-five (45) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). In the event of non-payment, such unpaid amounts shall constitute and become a lien upon the property for which professional services are being performed or completed. Design Workshop may, at its discretion, assert its right to file and foreclose upon such lien, in addition to pursuing any other remedies permitted by law. Client agrees that all statements not objected to in writing within forty-five (45) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Design Workshop's performance, and the value of the services provided to Client. If Client does not pay Design Workshop within forty-five (45) days of the date of billing and Design Workshop consults with an attorney for collection, then, in addition to all sums due, Client agrees to pay all costs incurred by Design Workshop associated with collection, including Design Workshop's reasonable attorney's fees and reasonable court costs.
- 2. When any invoice is outstanding and unpaid forty-five (45) days after the date of billing, Design Workshop may, at its discretion, stop work on the project. In addition, when any invoice is outstanding and unpaid ninety (90) days after the date of billing, Design Workshop may withdraw from any governmental agency review process any applications, drawings, submittals or other project documents reflecting Design Workshop's services. No notice of Design Workshop's intent to stop work or to withdraw from any governmental review process shall be required. Client forever releases, discharges and holds Design Workshop harmless from any and all liability arising out of Design Workshop's withdrawal of any applications, drawings, submittals or other project documents. Client shall fully indemnify, defend, and hold harmless Design Workshop under this paragraph.
- 3. If the project is suspended or abandoned, in whole or in part, for a period of ninety (90) days or more, or upon instruction by Client to Design Workshop to suspend activity on the project, Design Workshop shall be compensated for all services performed together with all reimbursable expenses due and the Agreement shall be deemed terminated. If the project is resumed after such suspension, the Agreement between Client and Design Workshop shall be renegotiated prior to resumption of services by Design Workshop. Such renegotiation shall include a fee for remobilization costs incurred by Design Workshop. In the event that this Agreement is terminated due to the suspension or abandonment of the project, Client shall make full payment to DW for all compensation due hereunder within 45 days of receipt of a final invoice from DW. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, services, and expenses for a ninety (90) day period or written instruction by Client to suspend substantially all project activities.
- 4. Design Workshop reserves the right to raise hourly rates at its own discretion during the course of this project. Any such increases, however, will not result in an increase in the total fees identified in this proposal unless specific services are being provided on a time and materials basis.
- 5. Drawings, including those in electronic form, prepared by Design Workshop are the Instruments of Service for use solely with respect to this project. Design Workshop shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights.

Design Workshop grants the Client a nonexclusive license to reproduce Design Workshop's Instruments of Service solely for the purposes of using and maintaining this project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client shall be permitted to retain copies, including reproducible copies of drawings for information and reference in connection with the Client's use and occupancy of the project. The Client shall be permitted to authorize its contractors, subcontractors and material suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project. The drawings shall not be used by the Client on another project, except by agreement in writing between Design Workshop and Client.

Any unauthorized use of the Instruments of Service without Design Workshop's consent shall be at the Client's sole risk and without liability to Design Workshop. The Client shall indemnify and hold harmless Design Workshop, and Design Workshop's subconsultants from and against claims, damages, losses and expenses, including, but not limited to payment of attorney's fees, arising out of unauthorized use of the Instruments of Service that are part of this project.

Design Workshop shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce the Instruments of Service by reason of the casualty, destruction or loss of documents that occurs through no fault of Design Workshop.

6. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Design Workshop should be listed as the planner/landscape architect. In addition, this Agreement

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represents non-exclusive approval by the Client for publication and award submissions of the project by Design Workshop.

- 7. The parties agree not to solicit for employment any employee of the other with whom the parties have had contact as a result of this Agreement, while the candidate is employed by the other party, and for twelve (12) months following termination of such employment, unless specifically agreed to in writing.
- 8. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Agreement may be deemed terminated by the non-defaulting party. For purpose hereof, any failure to pay sums due in accordance with Paragraph 1 shall be deemed default. Either party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice by either party. If Client terminates this Agreement for convenience, DW shall be compensated for Services performed prior to termination, together with reimbursable expenses then due.
- 9. Design Workshop and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 8.
- 10. All notices and other communications that are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by electronic mail, by telecopy, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to DW:	Design Workshop, Inc.
	1390 Lawrence St
	Suite 200
	Denver, CO 80204
	Attention: Rebecca Leonard
	Telephone: (303) 623-5186
	Facsimile: (303) 623-2260
If to Client	City of Grand Island, Nebraska
	100 E. First Street
	Grand Island, NE 68801
	Attention: Mary Lou Brown
	Telephone: (308) 385-5444
	Facsimile: (308) 385-5486

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

- 11. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions herein.
- 12. This Agreement shall be binding upon the parties, their partners, successors, assigns, and legal representatives. Client shall not assign this Agreement without the consent of DW.
- 13. This Agreement may be amended or modified only by written instrument executed by both parties.
- 14. This Agreement (together with the attached Exhibits, which are incorporated herein by this reference) constitutes the entire agreement between the parties and supersedes prior understandings, written or oral. No waiver under this Agreement shall be valid unless it is given in writing and duly executed by the party to be charged therewith.
- 15. This Agreement shall be governed by the Laws of the State of Nebraska. The parties agree that venue for any dispute between them arising out of or relating to this Agreement shall be in Hall County, Nebraska.
- 16. In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, (iv) the word "or" is not exclusive, and (v) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits, schedules, and Addendum attached hereto, as the same may be amended from time to time.

DESIGNWORKSHOP

<u>Other conditions</u> (Insert additions and modifications to the Standard Contract Provisions.)

GIGNWORKSHU

DESIGNWORKSHOP

ATTACHMENT B

Design Workshop, Inc. Landscape Architecture Land Planning Urban Design Tourism Planning

> City of Grand Island Attn: Nicki Stoltenberg 100 E. First Street Grand Island NE 68801

> > TBD

, 2014	
Invoice No:	XXXXXX

Current Invoice Total	\$
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Project

Grand Island and Hall County Vision Plan

Professional Services rendered from XXXX, 2014 thru XXXX, 2014

		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Task	010	Project Initiation				
		\$9,320.00	0.00	\$0.00	\$0.00	\$0.00
Task	020	Current Conditions and Future Trends	Current Conditions and Future Trends Analysis			
		\$7,300.00	0.00	\$0.00	\$0.00	\$0.00
Task	030	Community Engagement				
		\$27,935.00	0.00	\$0.00	\$0.00	\$0.00
Task	040	Public Presentation				
		\$31,280.00	0.00	\$0.00	\$0.00	\$0.00
Task	050	Production of Vision Plan				
		\$13,740.00	0.00	\$0.00	\$0.00	\$0.00
Task	060	Reimbursable Expenses (Actual, not to exceed contract amoun	nt of \$12,100.00)		\$0.00	\$0.00
				Total this Inv	voice	\$

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 200, Denver, CO 80204

DESIGNWORKSHOP

Aspen • Austin • Denver • Salt Lake City • Tahoe

1390 Lawrence Street, Suite 200, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

RESOLUTION 2014-83

WHEREAS, in March 2013, community minded leaders representing important stakeholder groups began to discuss a community wide visioning process and overwhelmingly validated the value and need for a vision process for Grand Island/Hall County; and

WHEREAS, the City of Grand Island issued a Request for Proposal in January 2014, in which seven bids were received; and

WHEREAS, a committee's recommendation of Design Workshop, Inc. was extended to Mayor Jay Vavricek and Hall County Board Supervisor Pam Lancaster; and

WHEREAS, on March 25, 2014 Council took action on Resolution 2014-64 to approve a community-wide vision effort; and

WHEREAS, a contract has been negotiated and agreed upon for services in an amount not to exceed \$103,210; and

WHEREAS, private funding for the Grander Vision plan has been obtained; and

WHEREAS, Design Workshop, Inc.'s process will strategically and creatively engage the full spectrum of various stakeholder groups and neighborhoods to reflect our diverse community; and

WHEREAS, the final Grander Vision plan will contain a variety of community action steps and identify responsible parties for each step necessary to achieve the overall vision.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Council authorizes the Mayor to sign a contract for a community vision plan with Design Workshop, Inc.

Adopted by the City Council of the City of Grand Island, Nebraska, April 8, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ April 4, 2014 ¤ City Attorney



City of Grand Island

Tuesday, April 8, 2014 Council Session

Item J-1

Approving Payment of Claims for the Period of March 26, 2014 through April 8, 2014

The Claims for the period of March 26, 2014 through April 8, 2014 for a total amount of \$4,601,511.11. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director



City of Grand Island

Tuesday, April 8, 2014 Council Session

Item X-1

Strategy Session with Respect to Labor Negotiations with IAFF Local 647

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.
- 2. Needless injury to the reputation of an individual.
- 3. Strategy sessions with respect to
 - a. collective bargaining,
 - b. real estate purchases,
 - c. pending litigation, or
 - d. imminent or threatened litigation.
- 4. Discussion regarding deployment of security personnel or devices.

5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.

Staff Contact: Robert J. Sivick, City Attorney