
City of Grand Island



Tuesday, August 23, 2005

Council Session Packet

City Council:

Carole Cornelius
Peg Gilbert
Joyce Haase
Margaret Hornady
Robert Meyer
Mitchell Nickerson
Don Pauly
Jackie Pielstick
Scott Walker
Fred Whitesides

Mayor:

Jay Vavricek

City Administrator:

Gary Greer

City Clerk:

RaNae Edwards

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

Call to Order

Invocation - Father Phil Flott, St. Mary's Cathedral Catholic Church, 204 South Cedar 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.

MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item C1

Recognition of Ray Micek, Distribution Superintendent with the Utilities Department for 40 Years of Service with the City

The Mayor and City Council will recognize Ray Micek, Distribution Superintendent with the Utilities Department for 40 Years of Service with the City. Mr. Micek was hired on August 2, 1965 as a Lineman 3rd Class. February 1, 1966 he was promoted to 2nd Class Lineman, August 15, 1967 he was promoted to 1st Class Lineman, October 1, 1968 he was promoted to Line Crew Chief, December 1, 1973 he was promoted to Line Foreman. In September of 1985 he was promoted to Distribution Superintendent. We Congratulate Mr. Micek for his dedication and service tot he City of Grand Island.

Staff Contact: Brenda Sutherland



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item C2

Recognition of Larry Cornelius, Senior Engineering Technician with the Public Works Department for 35 Years of Service with the City

The Mayor and City Council will recognize Larry Cornelius, Senior Engineering Technician with the Public Works Department for 35 Years of Service with the City. Mr. Cornelius was hired on August 25, 1970 as an Engineering Aide I. February 1, 1973 he was promoted to Engineering Aide II, November 1, 1974 he was promoted to Engineering Aide III, January 14, 1980 he was promoted to Engineering Aide IV. In April of 1992 he was promoted to Sr. Engineering Technician. We Congratulate Mr. Cornelius for his dedication and service tot he City of Grand Island.

Staff Contact: Steven Riehle



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item E1

**Public Hearing on Change of Zoning for Land Located at 224 East
Capital Avenue from M2 Heavy Manufacturing to B2 General
Business**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2005
Subject: Change of Zoning
Item #'s: E-1 & F-1
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

Change of Zoning for land located at 224 E Capital Avenue from M2 Heavy Manufacturing to B2 General Business.

Discussion

This property has been zoned M2 since at least 1979. The zoning was not an issue with the owners until recently when the estate has tried to sell the house. If the house is damaged to an extent greater than 50% of its current value it cannot be rebuilt without action by the Grand Island City Council. The change to a B2 zone would allow the house to be rebuilt should it become damaged. This will not change any of the current uses of the property. The B2 zone will also limit the uses on this property to uses that would be more compatible with the residential properties south of Capital Avenue.

No members of the public testified in favor of or opposition to this change at the Planning Commission meeting.

Alternatives

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

1. Approve the change of zoning as presented
2. Modify the change of zoning to meet the wishes of the Council
3. Table the issue

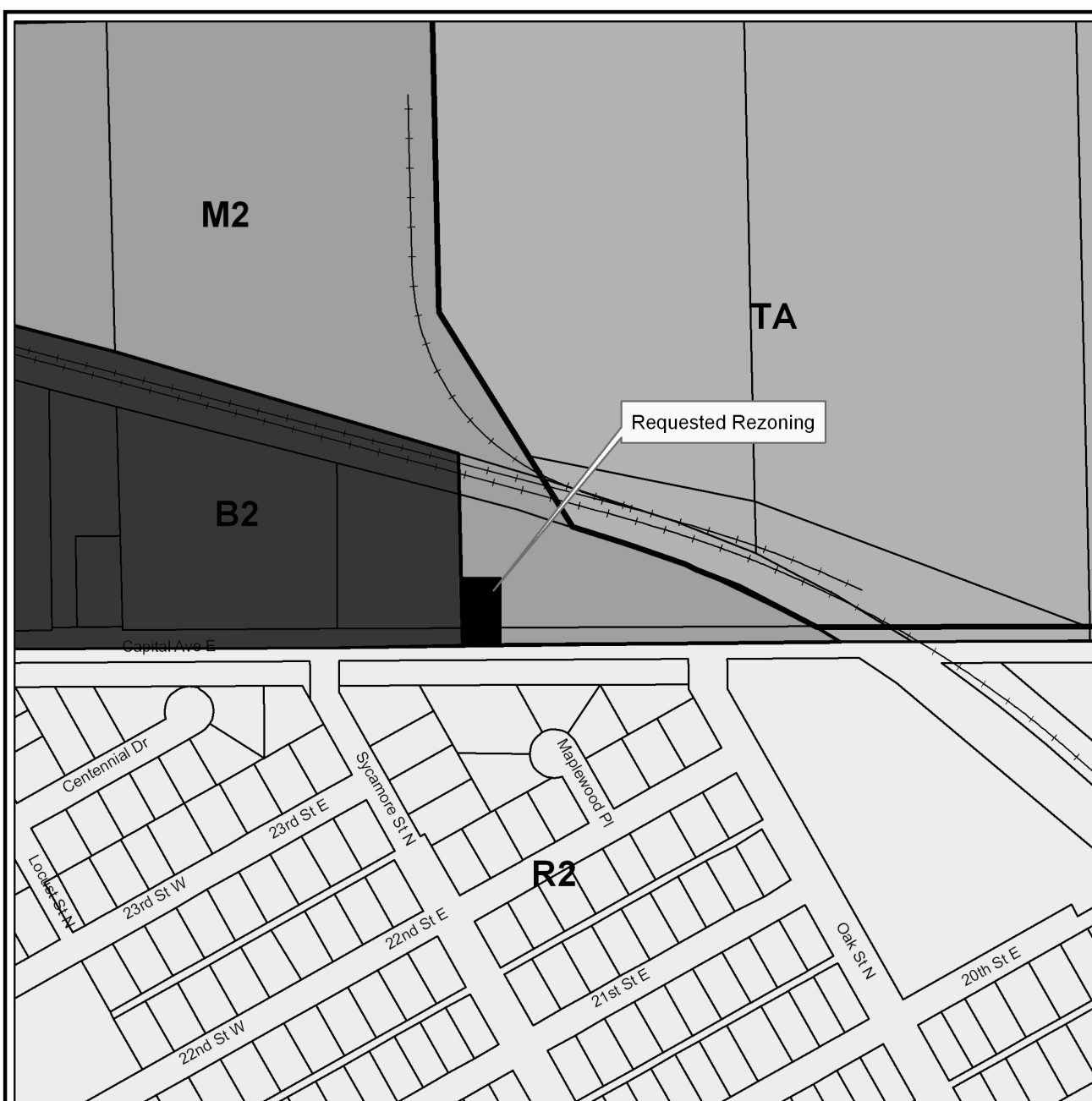
Recommendation

A motion was made by Wagoner 2nd by Miller to approve and recommend that the City of Grand Island approve this change of zoning and as presented.

A roll call vote was taken and the motion passed with 10 members present (Amick, Haskins, Reynolds, O'Neill, Brown, Niemann, Miller, Ruge, Monter, Wagoner) voting in favor.

Sample Motion

Approve the change of zoning as Submitted



Requested Zoning

- From M2 : Heavy Manufacturing Zone
- To : B2 : General Business Zone

Scale : NONE

C-32-2005GI



THE REGIONAL PLANNING COMMISSION of 1944
County, Grand Island, Wood River and The Villages
of Hills, Cairns and Conception, Nebraska

Agenda Item # 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

July 12, 2005

SUBJECT: *Zoning Change (C-32-2005GI)*

PROPOSAL: To rezone the proposed a parcel of ground with an existing house on it north of Capital Avenue between Oak and Sycamore Streets from M2- Heavy Manufacturing to B2-General Commercial, in the City of Grand Island.

OVERVIEW:

Site Analysis

Current zoning designation:

M2- Heavy Manufacturing

Permitted and conditional uses:

M2-Commercial, Office, Warehousing, Fabrication and Manufacturing uses. Residential uses are not permitted in this district. uses.

Comprehensive Plan Designation:

Commercial/Manufacturing

Existing land uses.

Single Family Home

Adjacent Properties Analysis

Current zoning designations:

North and East: M2 Heavy Manufacturing

West: B2-General Commercial

South: R2-Low Density Residential

Permitted and conditional uses:

R2- Residential uses at a density of 7 dwelling units per acre. **B2-**General Commercial including outdoor display and sales, Office, Residential at a density of up to 43 units per acre, Fabrication incidental to permitted uses. **M2-**Commercial, Office, Warehousing, Fabrication and Manufacturing uses. Residential uses are not permitted in this district.

Comprehensive Plan Designation:

North, East: Manufacturing

West: Commercial

South: Low to Medium Density Residential

Existing land uses:

North and East: Warehousing and smaller businesses

West: Single family acreage development

South: Capital outfall ditch, Single family residential

EVALUATION:

Positive Implications:

- *In general conformance with the City's Comprehensive Land Use Plan:* This area is designated as commercial/manufacturing within the plan.
- *Residential is a permitted use in the B2 zone:* The existing house would be a permitted use in the B2 zone.
- *Adjacent to existing property zoned B2:* This property is immediately adjacent to property that is zoned B2 and the uses are similar on both properties.
- *B2 zone is a more appropriate buffer zone:* The B2 zone provides a better buffer between the residential development south of Capital Avenue and the outfall ditch and the railroad tracks and heavy manufacturing north of the tracks.

Negative Implications:

- *None foreseen*

Other

This property has been zoned M2 since at least 1979. The zoning was not an issue with the owners until recently when the estate has tried to sell the house. If the house is damaged to an extent greater than 50% of its current value it cannot be rebuilt without action by the Grand Island City Council. The change to a B2 zone would allow the house to be rebuilt should it become damaged. This will not change any of the current uses of the property. The B2 zone will also limit the uses on this property to uses that would be more compatible with the residential properties south of Capital Avenue.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from M2-Heavy Manufacturing Zone to B2-General Business Zone.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item E2

**Rublic hearing on Change of Zoning for Land that was Proposed
for Platting as El Huerto Subdivision Located South of Capital
Avenue and East of St. Paul Road from RD Residential
Development to TA Transition Agricultural**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2005
Subject: Change of Zoning
Item #'s: E-2 & F-2
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

Change of Zoning for land that was proposed for platting as El Huerto Subdivision, located South of Capital Avenue and East of Saint Paul Road from RD Residential Development TA Transitional Agricultural.

Discussion

This development proposed to create 115 lots for single-family attached dwellings (duplexes or townhomes) in Northeast Grand Island. The El Huerto Subdivision was approved more than 18 months ago and construction has not begun; according to the Grand Island Zoning Regulations RD zones must be rezoned to an appropriate district if construction does not begin in the first 18 months and the developer has not requested and been granted an six month extension.

The developer proposed internal streets that were 31' wide back of curb to back of curb. These streets would have been private streets maintained by a homeowners association. Council approved this development contingent on the developer resubmitting the final plat for the subdivision with 37' public streets throughout the development. The developer was unable to make these changes so construction has not started in the required 18 month time frame. The developer is not requesting a six month extension.

Alternatives

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

1. Approve the change of zoning as presented
2. Modify the change of zoning to meet the wishes of the Council
3. Table the issue

Recommendation

A motion was made by Amick 2nd by Haskins to approve and recommend that the City of Grand Island **approve** this change of zoning and as presented.

A roll call vote was taken and the motion passed with 10 members present (Amick, Haskins, Reynolds, O'Neill, Brown, Niemann, Miller, Ruge, Monter, Wagoner) voting in favor.



Sample Motion

Approve the change of zoning as Submitted



Requested Zoning

C-28-2005GI

-  From RD : Residential Development Zone
-  To : R2 : Low Density Residential Zone



Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING

COMMISSION:

August 18, 2003

SUBJECT: *Change of Zoning for property located in the E ½ NW ¼ of 10-11-9 located South of Capital Avenue, and East of Saint Paul Road, from RD Residential Development to TA-Transitional Agriculture (C-28-2005GI)*

PROPOSAL:

According to the RD zone as it was adopted by the Grand Island City Council; Council must revert the property to its former zoning district after 18 months. The former zoning district is TA-Transitional Agriculture. This hearing will consider that reversion.

This development proposed to create 115 lots for single-family attached dwellings (duplexes or townhomes) in Northeast Grand Island. The El Huerto Subdivision was approved more than 18 months ago and construction has not begun; according to the Grand Island Zoning Regulations RD zones should be rezoned to an appropriate district if construction does not begin in the first 18 months.

The developer proposed internal streets that were 31' wide back of curb to back of curb. These streets would have been private streets maintained by a homeowners association. Council approved this development contingent on the developer resubmitting the final plat for the subdivision with 37' public streets throughout the development. The developer was unable to make these changes so construction has not started in the require 18 month time frame.

OVERVIEW:

Site Analysis

Current zoning designation:

RD-Residential Development Zone.

Permitted and conditional uses:

RD-Residential uses as defined by the plan presented to and approved by Council.

Comprehensive Plan Designation:

Designated for future low to medium residential development.

Existing land uses.

Vacant

Adjacent Properties Analysis

Current zoning designations:

North: R3-Medium Density Residential,

South: R2 Low Density Residential and R4 High Density Residential

East and West: R2 Low Density Residential

Permitted and conditional uses:

TA- Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre. R2 residential uses at a density of 7 units per acre. R3 residential uses at a density of 14 units per acre. R4 residential uses at a density of 43 units per acre.

Comprehensive Plan Designation: **North, South, East and West:** Designated for future low to medium density residential development and or medium density residential to office uses.

Existing land uses: **North,:** Drainage ROW and vacant property
East, Agricultural land, Railroad ROW
West: Some acreage development along St. Paul Road. Typical urban scale residential along the south and west.
South: Typical urban scale residential

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for long term low to medium density residential redevelopment.
- *Consistent with the City's Zoning Regulations:* The RD zone requires timely development of the property. The project was started more than 18 months ago and no action has been taken to develop this property.

Negative Implications:

- *None foreseen*

Other Considerations

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council approve the change of zone from RD-Residential Development Zone to TA-Transitional Agriculture Zone.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item E3

**Public Hearing on Change of Zoning for Land Located South of
Sandra Road and East of South Locust Street from LLR Large Lot
Residential to RO Residential Office**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2005
Subject: Change of Zoning
Item #'s: E-3 & F-3
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

Change of Zoning for land located in the S ½ NW ¼ NE ¼ 33-11-09 from LLR Large Lot Residential to RO Residential Office.

Discussion

Beverly Healthcare Lakeview, has purchased this property located adjacent to and south of their existing building. They are requesting that the property be rezoned to allow them to expand their operation. This request is supported by the Comprehensive Plan.

No members of the public testified in favor of or opposition to this change at the Planning Commission meeting.

Alternatives

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

1. Approve the change of zoning as presented
2. Modify the change of zoning to meet the wishes of the Council
3. Table the issue

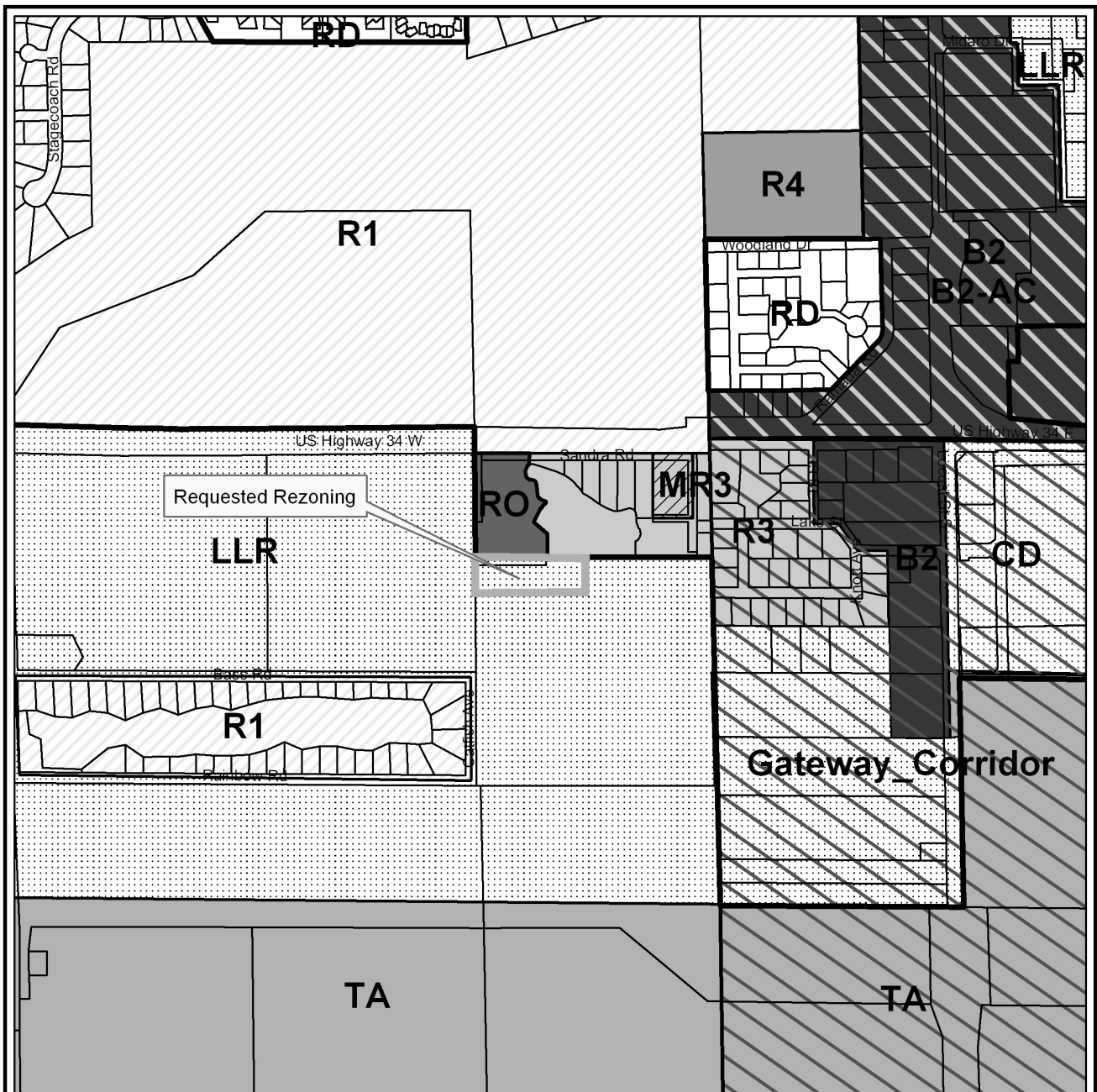
Recommendation

A motion was made by Amick 2nd by Ruge to approve and recommend that the City of Grand Island approve this change of zoning and as presented.

A roll call vote was taken and the motion passed with 10 members present (Amick, Haskins, Reynolds, O'Neill, Brown, Niemann, Miller, Ruge, Monter, Wagoner) voting in favor.

Sample Motion

Approve the change of zoning as Submitted



Requested Zoning

Scale: 1" = 800'

C-33-2005GI



 From LLR : Large Lot Residential Zone

 To : RO Residential Office Zone



THE REGIONAL PLANNING COMMISSION of 19th
County, Grand Island, Wood River and The Villages
of Hills, Cairns and Conception, Nebraska

Agenda Item # 6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

July 14, 2005

SUBJECT: *Zoning Change (C-33-2005GI)*

PROPOSAL: To rezone the proposed a parcel of ground south of Beverly Healthcare South (south of U.S. Highway 34 and west of Ramada Road) from **LLR**-Large Lot Residential to **RO**-Residential Office.

OVERVIEW:

Site Analysis

Current zoning designation:

LLR- Large Lot Residential

Permitted and conditional uses:

LLR- Residential uses are with a maximum of 1 dwelling unit per 20,000 square feet.

Comprehensive Plan Designation:

Medium Density Residential to Office

Existing land uses.

Vacant

Adjacent Properties Analysis

Current zoning designations:

North: R1-Suburban Density Residential, RO-Residential Office

East: R3-Medium Density Residential

West and South: LLR- Large Lot Residential

Permitted and conditional uses:

R1- Residential uses at a density of 4 dwelling units per acre. **RO**-A variety of residential, office, non-profit and non-retail commercial uses are permitted in this district. **R2**- Residential uses at a density of 7 dwelling units per acre. **LLR**- Residential uses are with a maximum of 1 dwelling unit per 20,000 square feet.

Comprehensive Plan Designation:

North: Parks and Recreation

East: General Commercial

West: Low to Medium Density Residential

South: Medium Density Residential to Office

Existing land uses:

North: Riverside Golf Course

East: Single Family Residential

West: Acreage development

South: Agricultural Property

EVALUATION:**Positive Implications:**

- *In general conformance with the City's Comprehensive Land Use Plan:* This area is designated for medium density residential to office uses within the plan.
- *Contiguous with the existing RO zone:* This is a continuation of the existing RO zone and would be an expansion of that use into an area planned for office uses.

Negative Implications:

- *None foreseen*

Other**RECOMMENDATION:**

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from LLR-Large Lot Residential to RO-Residential Office Zone.



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item F1

**#8997- Consideration of Change of Zoning for Land Located at
224 East Capital Avenue from M2 Heavy Manufacturing to B2
General Business**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 8997

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising of a part of the East Half of the East Half of the Southwest Quarter (E1/2, E1/2, SW1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, from M2-Heavy Manufacturing Zone to B2-General Business Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-7; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on August 3, 2005, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on August 23, 2005, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from M2-Heavy Manufacturing Zone to B2-General Business Zone:

Beginning at the Southwest corner of the E1/2, E1/2, SW1/4 of said Section 4; running thence North upon and along the West line of said E1/2, E1/2 SW1/4 of said Section, 136.0 feet; running thence East parallel to the South line of said Section 4, 80.0 feet; running thence south parallel to the West line of said E1/2, E1/2, SW1/4 of said Section 136.0 feet to a point on the South line of said Section; running thence West upon and along the South line of said Section, 80.0 feet to the actual point of beginning, subject, however, to one-half of the road to the South of said premises; all of said footages being more or less;

ORDINANCE NO. 8997 (Cont.)

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: August 23, 2005.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item F2

**#8999- Consideration of Change of Zoning for Land Located
South of Sandra Road and East of South Locust Street from LLR
Large Lot Residential to RO Residential Office**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 8999

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising of a part of the South Half of the Northwest Quarter of the Northeast Quarter (S1/2, NW1/4, NE1/4) of Section Thirty Three (33), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, from LLR-Large Lot Residential Zone to RO-Residential Office Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-7; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on August 3, 2005, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on August 23, 2005, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from LLR-Large Lot Residential Zone to RO-Residential Office Zone:

The westerly Six Hundred (600) feet of the northerly Two Hundred Seventeen and Eight Tenths (217.8) feet of the South Half of the Northwest Quarter of the Northeast Quarter (S1/2, NW1/4, NE1/4) in Section Thirty Three (33), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, excepting the westerly Four Hundred (400) feet in the northerly Thirty Five (35) feet thereof, together with all rights of ingress and egress of Grantor as granted to Grantor in the Corporation Warranty Deed, recorded as Document Number 86-101652 on April 3, 1986;

Approved as to Form	<input checked="" type="checkbox"/> _____
August 18, 2005	<input checked="" type="checkbox"/> City Attorney

ORDINANCE NO. 8999 (Cont.)

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: August 23, 2005.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item F3

#8998- Consideration of Change of Zoning for Land that was Proposed for Platting as El Huerto Subdivision Located South of Capital Avenue and East of St. Paul Road from RD Residential Development to TA Transition Agricultural

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

Staff Contact: Chad Nabity

ORDINANCE NO. 8998

An ordinance to rezone a certain tract of land within the zoning jurisdiction of the City of Grand Island; to revert the land use classification of a tract of land comprising a portion of the East Half of the Northwest Quarter (E1/2, NW1/4) of Section Ten (10), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, from RD-Residential Development Zone to TA Transitional Agriculture Zone; to direct that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; to amend the provisions of Section 36-44 of the Grand Island City Code; and to provide for publication and the effective date of this ordinance.

WHEREAS, the above property was rezoned from TA-Transitional Agriculture Zone to RD-Residential Development Zone by Ordinance No. 8871, enacted on November 18, 2003, to develop 115 lots for single-family dwellings; and

WHEREAS, over 18 months have elapsed after City Council approval of such zoning change; and

WHEREAS, the construction of footings and foundations for such project has not been completed; and

WHEREAS, Grand Island City Code Section 36-78 requires that upon failure to complete such construction within eighteen (18) months, the entire property shall revert to its former zoning classification; and

WHEREAS, the Regional Planning Commission on August 3, 2005, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the appropriate Board of Education for such area; and

ORDINANCE NO. 8998 (Cont.)

WHEREAS, after public hearing on August 23, 2005, the City Council found and determined that the change in zoning be approved and made.

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

SECTION 1. A tract of land comprising a portion of the East Half of the Northwest Quarter (E1/2, NW1/4) of Section Ten (10), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, more particularly described as follows, is hereby reverted and reclassified from RD-Residential Development Zone to TA-Transitional Agriculture Zone classification:

Beginning at the southeast corner of Lot 8, Block 4, George Loan's Subdivision, said corner also being the southwest corner of the referenced parcel; said corner also being the point of beginning; thence northerly on an assumed bearing of N00°48'02"W, 618.98 feet to a found 1" pipe; thence easterly N88°53'18"E, 47.89 feet to a found 1" pipe; thence northerly N00°02'43"W, 58.16 feet to a found 1" pipe; thence westerly S88°34'08"W, 35.11 feet to a found 1" pipe; thence northerly N00°35'34"W, 575.81 feet to a found 1" pipe; thence easterly N89°52'08"E, 34.94 feet to a found 1" pipe; thence northerly N00°35'21"W, 217.37 feet to a found 1" pipe; thence westerly S90°00'00"W, 75.00 feet to a found 1" pipe; thence northerly N00°35'21"W, 556.18 feet to a found 1" pipe; thence easterly S90°00'00"E, 75.00 feet to a found 1" pipe; thence continuing easterly N89°39'54"E, 403.78 feet to a point of intersection on the westerly right-of-way line of the Union Pacific Railroad, to a found 1" pipe; thence southerly S03°40'02"E, on said right-of-way line, 2072.09 feet to a found 1" pipe; thence westerly S89°41'12"W, 403.53 feet to a found 1" pipe; thence northerly N28°52'34"W, 45.36 feet to a found 1" pipe; thence westerly S89°52'45"W, 136.00 feet to the point of beginning, containing a calculated area of 23.813 acres, more or less.

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

ORDINANCE NO. 8998 (Cont.)

SECTION 3. That Ordinance No. 8871, and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Enacted: August 23, 2005.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item F4

#9000- Consideration of Approving FY 2005-2006 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

Staff Contact: David Springer

Council Agenda Memo

From: David Springer, Finance Director

Meeting: August 23, 2005

Subject: Consideration of Approving FY 2005-2006 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

Item #'s: F-4

Presenter(s): David Springer, Finance Director

Background

On August 9, 2005, the City Council held a Public Hearing to receive public input relative to the proposed FY2005-2006 Annual Single City Budget. Following the Public Hearing, the City Administrator and Finance Director presented the budget and conducted a work session on August 10, 2005.

Discussion

The following action relative to the budget is included on the agenda: Consideration of the FY2005-2006 Annual Single City Budget, The Annual Appropriations Bill, including Addendum #1 (Changes made during the budget work sessions). Related items to be considered by the City Council at the September 13th meeting include the holding of a public hearing to address the change in property tax asking, and setting the FY2005-2006 General All Purpose Property Tax, CRA, and Parking District #2 (Ramp) levies. The budget must be submitted to the state by September 20, 2005.

Alternatives

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

1. Approve the City Budget and Addendum.
2. Modify the Budget to meet the wishes of the Council

Recommendation

City Administration recommends that the Council approve the budget and addendum as presented.

Sample Motion

Approve the FY2005-2006 Annual Single City Budget, The Annual Appropriations Bill, Including Addendum #1.

FISCAL YEAR 2005 - 2006 ADDENDUM TO PROPOSED BUDGET

				INCREASE (DECREASE) FUND
<u>FUND</u>	<u>DEPARTMENT</u>	<u>CHANGE</u>	<u>ACCT #</u>	<u>APPROPRIATION</u>
General	Administration	Increase Salary Ordinance	10011101-85105	5,700
General	Legal	Increase Salary Ordinance	10011501-85105	1,482
General	Legal	Increase Court Cost Expense	10011501-85460	2,000
General	Finance	Increase Salary Ordinance	10011401-85105	8,878
General	Human Resources	Increase Salary Ordinance	10011801-85105	1,783
General	Library	Increase Salary Ordinance	10044301-85105	3,464
General	Police Department	Increase Salary Ordinance	10022301-85105	189
General	Police Department	Increase Salary Ordinance	10022303-85105	1,913
General	Parks Admin	Increase Salary Ordinance	10044401-85105	3,197
General	Engineering	Increase Salary Ordinance	10033001-85105	3,803
General	Planning	Increase Salary Ordinance	10044001-85105	2,874
General	Planning	Increase Salary Ordinance	10044002-85105	321
General	Fire	Increase Salary Ordinance	10022101-85105	4,225
General	Building	Increase Salary Ordinance	10022001-85105	6,102
General	Nondepartmental	Outside Agency Allocation	10055001-85466	(500)
General	Nondepartmental	Outside Agency Allocation	10055001-85471	2,000
General	Nondepartmental	Outside Agency Allocation	10055001-85476	(1,000)
General	Nondepartmental	Outside Agency Allocation	10022301-85214	(4,500)

CHANGE IN APPROPRIATION	41,931
PROPOSED APPROPRIATION	32,341,346
AMENDED APPROPRIATION	32,383,277

400 Fund	Parks & Rec	Increase CAAP development funding	40044450-90026	250,000
Capital Projects	Bonded Streets	Decrease expense South Locust Bridges	40033530-90059	(730,000)

CHANGE IN APPROPRIATION	(480,000)
PROPOSED APPROPRIATION	14,002,753
AMENDED APPROPRIATION	13,522,753

520 Fund		Increase Salary Ordinance	52081295-92000	3,600
Electric				

CHANGE IN APPROPRIATION	3,600
PROPOSED APPROPRIATION	61,480,448
AMENDED APPROPRIATION	61,484,048

610 Fund		Increase Salary Ordinance	61010001-85105	2,669
Fleet Services				

CHANGE IN APPROPRIATION	2,669
PROPOSED APPROPRIATION	9,745,942
AMENDED APPROPRIATION	9,748,611

SUMMARY				
GENERAL FUND				41,931
CAPITAL PROJECTS FUND				(480,000)
ENTERPRISE FUNDS				3,600
INTERNAL SERVICE FUNDS				2,669

ORDINANCE NO. 9000

An ordinance known as "The Annual Appropriation Bill" of the City of Grand Island, Nebraska, to adopt the proposed budget statement pursuant to the Nebraska Budget Act, as amended by Addendum #1, for the fiscal year commencing October 1, 2005 and ending September 30, 2006; to provide for severability; 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. An appropriation is hereby made for the ensuing fiscal year to defray all necessary expenses and liabilities of City departments, funds, and operations. The object and purpose of the appropriation shall be to pay for any and all necessary expenses and liabilities for the following departments, funds, and operations.

<u>Funds</u>	<u>Expenditures</u>	<u>Transfers</u>	<u>Total Appropriation</u>
General	32,383,277	1,155,995	33,539,272
Permanent Funds	0	10,500	10,500
Special Revenue	3,921,977	3,559,500	7,481,477
Debt Service	1,499,089	8,996,411	10,495,500
Capital Projects	13,522,753	0	13,522,753
Special Assessments	0	590,000	590,000
Enterprise	61,484,048	456,850	61,940,898
Internal Service	9,748,611	0	9,748,611
Agency	562,800	0	562,800
Trust	1,908,495	0	1,908,495
Total Appropriation			
All Funds	<u>125,031,050</u>	<u>14,769,256</u>	<u>139,800,306</u>

ORDINANCE NO. 9000 (Cont.)

SECTION 2. The proposed budget statement pursuant to the Nebraska Budget Act, is hereby amended by Addendum #1 attached hereto and approved and adopted for the fiscal year beginning October 1, 2005 and ending September 30, 2006.

SECTION 3. If any section, subsection, or any other portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent, and such holding shall not affect the validity of the remaining portions thereof.

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

Enacted: August 23, 2005.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G1

Approving Minutes of August 9, 2005 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 9, 2005

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 August 9, 2005. Notice of the meeting was given in the *Grand Island Independent* on August 3, 2005.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Walker, Hornady and Haase. The following City Officials were present: City Administrator Gary Greer, Deputy City Clerk Paul M. Briseno, Public Works Director Steve Riehle, and City Attorney Doug Walker.

INVOCATION was given by Pastor Scott Friesen, Berean Bible Church, 4116 West Capital Avenue followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS: Presentation of the Community Redevelopment Authority (CRA) 2005-2006 Annual Budget, presented by CRA Director Chad Nabity. Also discussed were blighted and substandard areas, CRA goals 2005/2006, Fiscal Resources, program funding, and responsibilities of the CRA. No questions were asked by the council.

PUBLIC HEARINGS:

Public Hearing and Approval of FY 2004-05 City Single Budget. Gary Greer, City Administrator presented the revised FY 2004-05 city single budget and proposed FY 2005-06 city single budget. The reporting included the general fund, capital projects, mill levy, FTE's, Fee schedules, cash balances, and an outline for the budget process. Connie Vanwie of #10 Kuester Lake and Irene Abernethy of 707 South Blain St. spoke on this issue requesting a swimming facility for team swimming. No further public testimony was heard

Public Hearing on Request of Larry Knuth for Conditional Use Permit for a Sand and Gravel Operation Located at 3554 West Wildwood. Building Director Craig Lewes presented the request to rezone the property that is currently TA or transitional agriculture. Mr. Lewis also noted that no licenses engineer has yet approved the request and upon this request the permit should be approved. No public testimony was heard.

Public Hearing on Change of Zoning for Lot 1, Crane Valley 7th Subdivision from RD Residential Development to B2 General Business. Regional Planning Director Chad Nabity reported that the rezoning of Lot 1 Crane Valley 7th Subdivision to B2 General Business was from lack of development. In 2003 Lot 1, Crane Valley 7th Subdivision was declared RD

Residential Development for proposed build of dwelling units. The developer had 18 months with a 6 month extension. No public testimony was heard.

Public Hearing on Change to Development Agreement for Via Milano Subdivision relative to Distance Between Buildings on Adjacent Lots and Infringements into the Easements and Outlots. Planning Director Chad Nabity reported that amendments made in the council memo were designed to clarify the rights and responsibilities of all parties with respect to the development of Via Milano. Todd Enk, the developer for the proposal, was on hand to answer questions.

Public Hearing on Amendments to Chapter 36 of the Grand Island City Code Relative to Massage Therapy. Planning Director Chad Nabity reported that the planning commission has recommended that no change be made to the regulations. Kristi Comer of 3112 Brentwood Circle spoke in failure of the amendment to allow massage therapy in residential zones.

ORDINANCES:

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

#8994 – Approving Change of Zoning for Lot 1, Crane Valley 7th Subdivision from RD Residential Development to B2 General Business

#8995 – Consideration of Amendments to Chapter 36 of the Grand Island City Code Relative to Massage Therapy

#8996 – Consideration of Approving Salary Ordinance

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 first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Cornelius seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

#8994 – Approving Change of Zoning for Lot 1 Crane Valley 7th Subdivision from RD Residential Development to B2 General Business

Motion by Hornady, second by Pielstick to approve Ordinance #8994.

City Clerk: Ordinance #8994 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 #8994 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 #8994 is declared to be lawfully adopted upon publication as required by law.

#8995 – Consideration of Amendments to Chapter 36 of the Grand Island City Code Relative to Massage Therapy

Planning Director Chad Nabity reported that the amendment had been reviewed by the Planning Commission with a recommendation of no changes to Chapter 36 Zoning Regulations. Discussions between council and Kristi Comer occurred.

Motion by Whitesides, second by Haase to approve Ordinance #8995.

City Clerk: Ordinance #8995 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Haase, Walker, and Whitesides voted yes. Councilmember's Cornelius, Gilbert, Hornady, Meyer, Nickerson, Pauly, and Pielstick voted no. Motion Fails

Motion by Nickerson, second by Hornady to deny Ordinance #8995.

City Clerk: Motion to deny Ordinance #8995. All those in favor of the denial of this ordinance answer roll call vote. Upon roll call vote, councilmember's Haase, Walker, and Whitesides voted no. Councilmember's Cornelius, Gilbert, Hornady, Meyer, Nickerson, Pauly and Pielstick voted yes. The Mayor exercised his mayoral right to vote and voted yes. Motion to deny Ordinance #8995 passed.

#8996 – Consideration of Approving Salary Ordinance

Human Resources Director Brenda Sutherland reports on the process of calculating the proposed salary ordinance. No questions were asked by council.

Motion by Hornady, second by Nickerson to approve Ordinance #8996.

City Clerk: Ordinance #8995 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 #8995 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 #8995 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of July 26, 2005 City Council Meeting.

Approving Re-Appointment of Gene McCloud and Rhonda Saalfeld to the Business Improvement District (BID) #3 Board.

Approving Request from Fonner Park Exposition and Events Center, Inc. for Ratification of Election of Board of Directors.

Approving Request of Larry Knuth for Conditional Use Permit for a Sand and Gravel Operation Located at 3554 West Wildwood. Councilmember Nickerson noted that the passage of this item contingent that all requirement are met by the Building Department

#2005-216 – Approving Change to Development Agreement for Via Milano Subdivision Relative to Distance Between Buildings on Adjacent Lots and Infringements into the Easements and Outlots.

#2005-217 – Approving Final Plat and Subdivision Agreement for Goodrich Second Subdivision.

#2005-218 – Approving Final Plat and Subdivision Agreement for Martin’s Fourth Subdivision.

#2005-219 – Approving Final Plat and Subdivision Agreement for Sunny Side Second Subdivision.

#2005-220 – Approving Bid Award – Corrosion Control Solution – Utilities Department, Water Department.

#2005-221 – Approving Replacement of Fire Protection Systems at the Utilities Service Center.

#2005-222 – Approving Cross Street Banners

#2005-223 – Approving Agreement with USGS and the City of Grand Island for Platte River Well Field River Channel Analysis.

#2005-224 – Approving Contract Documents for Participation in the Whelan Energy Center Unit #2.

#2005-225 – Approving Authorization for Emergency Sanitary Sewer Force Main Repairs on Capital Avenue.

2005-226 – Approving Bid Award for Two Bridges for Northbound Lanes on So. Locust St. Between I-80 and Wood River Diversion Channel.

2005-227 – Approving Keno Satellite Location and Agreement for the Midtown Holiday Inn, Located at 2503 South Locust Street, Grand Island, Nebraska.

2005-228 – Approving Contract with University of Nebraska-Lincoln for Graduate Assistant Planning Intern.

2005-229 – Approving Number of Board Members for Business Improvement District #3 and Appointing Bill Lowery and Jeff Reed.

#2005-231 – Approving Bid Award for Asbestos Removal & Demolition of Improvements at 1204, 1212 & 1216 West 2nd Street, 214 N. Washington St. And 1203/1205, 1209, 1215, & 1221 West 3rd Street.

REQUESTS AND REFERRALS:

Consideration of Annexation for Property Located South of Case New Holand and West of US Highway 281 and Refer to the Regional Planning Commission. Planning Director Chad Nabity reported that the owners of this property are anticipating development of the property and requesting that the city bring it in to the corporate limits.

Consideration of Annexation Property Located South of Sandra Road and East of South Locust Street and Refer to the Regional Planning Commission. Planning Director Chad Nabity reported that Beverly Healthcare is planning to expand their operations at this site to the south.

Motion by Hornady, second by Cornelius to refer the H1 and H2 to the Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Hornady approve the Claims for the period of July 27, 2005 through August 9, 2005, for a total amount of \$3,085,621.80. Motion adopted unanimously. Councilmember Pielstick abstained from voting on claim #105463.

ADJOURNMENT: The meeting was adjourned at 8:45 p.m.

Paul M. Briseno
Deputy City Clerk



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G2

Approving Minutes of August 10, 2005 Special Budget Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 10, 2005

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 August 10, 2005. Notice of the meeting was given in the *Grand Island Independent* on August 3, 2005.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Walker, Hornady and Haase. The following City Officials were present: City Administrator Gary Greer, Deputy City Clerk Paul M. Briseno, Public Works Director Steve Riehle, and City Attorney Doug Walker.

INVOCATION was given by Councilmember Pielstick followed by the PLEDGE OF ALLEGIANCE.

OPENING REMARKS:

Mayor Vavricek commented that the Department Managers were present to answer questions of the Council regarding the FY 2005 – FY 2006 BUDGET. Department directors and supervisors introduced themselves to the council.

ADJUSTMENTS TO FY 2005-05 and FY 2005-2006 BUDGET:

City Administrator, Gary Greer reported on changes to the proposed Annual Budget for the 2004-05 and 2005-06 Budget adjustments as well as the adjusted proposed FTE schedule for 2006. See attachments A and B.

QUESTIONS FROM CITY COUNCIL CONCERNING FY 2005-2006 BUDGET:

Mayor: Remarked on the 3% budget cuts from the current budget as well as the \$3.5 million cut from the preliminary proposed budget by administration. Several questions were asked about various expenditures by the City Council and Mayor. No adjustments were made by council of the FY 2005-06 City Single Budget.

A motion was made by Councilmember Whitesides, and seconded by Councilmember Pielstick to bring the proposed FY 2005-06 budget including adjustments recommended by staff to the August 23, 2005 meeting. Upon roll call vote, all voted aye. Motion adopted

ADJOURNMENT: The meeting was adjourned at 8:20 p.m.

Paul M. Briseno
Deputy City Clerk

Personnel Allocation by Department

	2004 FTE	2005 FTE	2006 Net Change	2006 FTE	2005 Full Time
Administration	3.000	4.000		4.000	4
City Clerk	1.000	1.000		1.000	1
Finance	31.080	30.080	(1.000)	29.080	28
Legal	5.000	4.000		4.000	4
Community Projects	3.000	0.000		0.000	0
City Hall Buildings	2.000	2.000		2.000	2
Human Resources	4.000	4.000		4.000	4
GENERAL GOVERNMENT TOTALS	49.080	45.080	(1.000)	44.080	43
Building Inspection	8.000	8.000	1.000	9.000	9
Fire Services	69.000	69.000		69.000	69
Police Services	92.040	93.086		93.086	84
Emergency Management	15.500	14.500		14.500	15
PUBLIC SAFETY TOTALS	184.540	184.586	1.000	185.586	177
Engineering	10.250	10.250	1.000	11.250	10
Streets and Transportation	28.000	28.000		28.000	27
PUBLIC WORKS TOTALS	38.250	38.250	1.000	39.250	37
Planning	2.620	2.620		2.620	3
Library	25.875	26.048		26.048	19
Parks & Cemetery	31.990	31.570		31.570	22
Recreation	22.091	22.723		22.723	1
Public Information	1.000	2.000		2.000	2
Heartland Shooting Range	0.000	1.000	0.500	1.500	1
ENVIRONMENTAL / LEISURE TOTALS	83.576	85.961	0.500	86.461	48
GENERAL FUND TOTALS	355.446	353.877	1.500	355.377	305
Backflow Prevention Program	1.000	1.000		1.000	1
Parking Facility District #2	0.375	0.400		0.400	0
Parking District #1	0.375	0.225		0.225	0
Community Development	1.000	2.000		2.000	2
Enhanced 911 Communications	1.500	1.500		1.500	1
SPECIAL REVENUE TOTALS	4.250	5.125	-	5.125	4
Sewer Utility	26.126	26.126	3.195	29.321	27
Water Utility	11.500	11.500		11.500	11
Electric Utility	127.380	127.380		127.380	124
Golf Course	6.000	6.000		6.000	4
Solid Waste	10.900	11.050		11.050	9
ENTERPRISE TOTALS	181.906	182.056	3.195	185.251	175
Fleet Services	6.750	6.750		6.750	6
Information Technology	5.500	6.500		6.500	7
INTERNAL SERVICE TOTALS	12.250	13.250	-	13.250	13
ALL FUND TOTALS	553.852	554.308	4.695	559.003	497

City of Grand Island
Changes to proposed Annual Budget

Fiscal Year 2005-2006

	<u>2005 Projection</u>		<u>Reason</u>
100 Fund	3,750.00	Increase revenue	July-Sept billing to CRA for management servi
100 Fund	(37,600.00)	Decrease pass through sales tax revenue	To match sales tax revenue to sales tax expense
	95,000.00	Decrease transfer to Capital Projects Fund	Post audit payment from State for South Locust
100 Fund	93,836.00	Increase revenue	FEMA reimbursement for flood damage clean-
	(37,140.00)	Increase expenses	Bridge repair at Eagle Scout Lake, flood dama
100 Fund	117,846.00	Net Increase (Decrease)	
215 Fund	1,600.00	Increase revenue	FEMA reimbursement for flood damage clean-
	55,000.00	Increase revenue	911 surcharge revenue estimate increased
215 Fund	56,600.00	Net Increase (Decrease)	
400 Fund	104,119.00	Increase revenue	Post audit payment from State for South Locust
505 Fund	8,148.00	Increase revenue	FEMA reimbursement for flood damage clean-
530 Fund	9,350.00	Increase revenue	FEMA reimbursement for flood damage clean-
	296,063.00	All Funds 2005 Projection Increase (Decrease)	

	<u>2006 Budget</u>		<u>Reason</u>
100 Fund	(43,931.00)	Increase personnel costs	Salary Ordinance
100 Fund	(2,000.00)	Increase court cost expense	To reflect the recent increase in court fees
100 Fund	4,000.00	Decrease expense	Unallocated agency funds
100 Fund	(27,600.00)	Decrease pass through sales tax revenue	To match sales tax revenue to sales tax expense
100 Fund	(69,531.00)	Net Increase (Decrease)	
215 Fund	70,000.00	Increase revenue	911 surcharge revenue estimate increased
400 Fund	(250,000.00)	Increase CAAP development funding	Need to match like revenue amount from State
	730,000.00	Decrease South Locust Bridges	Bid came in much lower than expected
	(489,750.00)	Decrease revenue	Reimbursement for bridges reduced
	(95,000.00)	Decrease in transfer from 100 Fund	Post audit payment from State for South Locust
400 Fund	(104,750.00)	Net Increase (Decrease)	
520 Fund	(3,600.00)	Increase personnel costs	Salary Ordinance
610 Fund	222,527.00	Increase revenue	Reflect charge-outs to users
	(2,669.00)	Increase personnel costs	Salary Ordinance
610 Fund	219,858.00	Net Increase (Decrease)	
	111,977.00	All Funds 2006 Increase (Decrease)	



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G3

**Receipt of Official Document - Civil Service Minutes of July 20,
2005**

Staff Contact: Brenda Sutherland



MINUTES
CIVIL SERVICE COMMISSION
July 20, 2005

Roll Call: Members Present: Leeper, Burns, Schultz
Members Absent: None
Also Present: Curt Rohling, Fire Operation Chief; Steve Rathman, Police Sergeant
Brenda Sutherland, Human Resources Director

Leeper called the meeting to order at 8:35 a.m.

Notice of the meeting was published in the July 18, 2005, edition of the Grand Island Independent.

Burns noted one change in the July 6, 2005, minutes. The plan for recruiting and hiring was proposed by the "City Administrator," not the "Mayor." With that change, Schultz moved to approve the minutes. Burns seconded the motion, which passed unanimously upon roll call vote.

The Commission received a request to authorize the Secretary to advertise and test for Firefighter/EMT. Burns moved to authorize the Secretary to advertise and conduct tests for the Firefighter/EMT position. Schultz seconded the motion, which passed unanimously upon roll call vote.

The Commission received a request to authorize the Secretary to advertise and test for Paramedic. Burns moved to authorize the Secretary to advertise and conduct tests for the Paramedic position. Schultz seconded the motion, which passed unanimously upon roll call vote.

The Commission reviewed the listing of applicants for Fire Captain testing. Burns moved to certify as eligible for testing the applicants who met application standards, namely, Bluschke, Bonser, Chapman, Cox, Fhuere, Hale, Iverson, Lechner, Peterson, Piercy, Shubert, Urkoski, and Zook. Schultz seconded the motion, which passed unanimously upon roll call vote.

The Commission received a request to certify names from the Police Officer Eligibility List to fill one position (Hemmer). Burns moved to certify the top three names eligible for hire from the list. Schultz seconded the motion, which passed unanimously upon roll call vote.

The Commission received a request from Sutherland to approve the procedure for the Police Chief testing. A written test (60%) and interviews conducted by an interview committee (40%) will determine results to be presented to the Commission for certification of the Eligibility List. The top three candidates will then be forwarded for interviews conducted by the Mayor and the City Administrator. When a finalist is selected, the individual will be subject to a physical, drug screen and a psychological test. Burns moved to authorize the Secretary to proceed with the testing as presented. Schultz seconded the motion, which passed unanimously upon roll call vote.

There being no further business, Schultz moved to adjourn the meeting at 9:05 a.m. Burns seconded the motion which carried unanimously upon roll call vote.

Respectfully submitted,

Al Satterly, Secretary Designee
Civil Service Commission

Approved by Civil Service Commission: 8/9/05
Copies of approved Minutes to: City Clerk



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G4

#2005-232- Approving a Resolution of Support for the Rual Enterprise Assistance Project (REAP) to provide future business development services

Staff Contact: Paul M. Briseno

Council Agenda Memo

From: Administration

Meeting: August 23, 2005

Subject: Approving a Resolution of Support for the Rural Enterprise Assistance Project (REAP) to provide future business development services.

Item #'s: G-4

Presenter(s): Paul M. Briseno, Assistant to the City Administrator

Background

The Rural Enterprise Assistance Project (REAP) is a program of the Center for Rural Affairs that provides key business development services to rural startup and existing microenterprise businesses. REAP has provided services to small business since 1990. Training, technical assistance, networking opportunities and access to small business loans are services provided by REAP.

Discussion

To provide future services in Grand Island, The Rural Enterprise Assistance Project (REAP) is requesting a resolution of support to obtain funding from newly approved Community Development Block Grant (CDBG).

Alternatives

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

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

Recommendation

City Administration recommends the Council approve a resolution of support for the Rural Enterprise Assistance Project (REAP) to provide future business development services.

Sample Motion

Motion to approve the resolution of support for the Rural Enterprise Assistance Project (REAP) to provide future business development services.

CENTER *for* RURAL AFFAIRS



August 10, 2005

Dear Mayor and City Council or Chairman and Village Board of Trustees,

The Rural Enterprise Assistance Project (REAP) is a program of the Center for Rural Affairs (CRA) and provides key business development services to rural startup and existing microenterprise businesses (businesses with five or fewer employees). REAP is Nebraska's largest "microenterprise development program" and has national recognition as one of the premier rural programs in the nation.

We sent out a letter similar to this one the end of April 2005 to over 250 communities in Nebraska. We were asking the city or village to approve a resolution of support so REAP can provide business development services in each city under our newly approved Community Development Block Grant (CDBG) grant. There is no cost to the city, but is simply a new CDBG requirement this year. We received over 1/3 of the resolutions with the first mailing and are hoping to receive the remainder through this second mailing. The remainder of this letter and attachments explains more about REAP.

REAP operates on a statewide rural basis in Nebraska through regionally placed Business Specialists and we provide small business training, technical assistance, networking opportunities and access to small business loans.

Since 1990, REAP has provided key services to small businesses in rural Nebraska. REAP receives some of its funding from the CDBG Program through the Nebraska Department of Economic Development (NDED) to be able to provide these services.

Following NDED recommendations for the federal CDBG Program, we would need a "**Resolution of Support**" from your community to be able to provide our services in the future. The resolution must recognize the need for small business development services and agree that your community is part of the service area and desirous of services. Enclosed is a Sample Resolution for your review and use.

Also enclosed is a page showing the benefits of the REAP program and a statewide map and identification of our staff.

We would appreciate receipt of a copy of your community's Resolution by October 25, 2005.

Enclosed is a postage paid, return envelope for your convenience. Please feel free to call us if you have questions or comments. We wish to continue our mission of strengthening rural communities through small, self-employed business development in your community and surrounding area.

Sincerely,

Jeff Reynolds
REAP Program Co-Director
Center for Rural Affairs
(402) 656-3091

Glennis McClure
REAP Program Co-Director
Center for Rural Affairs
(402) 645-3296



R E S O L U T I O N 2005-232

WHEREAS, the City of Grand Island, Nebraska is an eligible unit of general government authorized to participate in Community Development Block Grant (CDBG) Programs through the State of Nebraska Department of Economic Development (NDED); and

WHEREAS, the City of Grand Island and surrounding area has a strong need for business development services and we agree that our community is part of a Rural Enterprise Assistance Project (REAP-CDBG) service area in Nebraska; and

WHEREAS, the City of Grand Island would like the services of REAP to be available for start-up and existing entrepreneurs, as needed; and

WHEREAS, the work of the REAP Program is consistent with local and area-wide strategic plans for community and economic development and will be coordinated with other economic development activities in the project area; and

WHEREAS, working together will create more opportunities for entrepreneurs and will further enhance the overall effectiveness of all program partners.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island supports the provision of services by the Rural Enterprise Assistance Project (REAP) in the City and surrounding area.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G5

**#2005-233 - Approving Grand Island Area Economic Development
Recommendation to Rescind Contract with Westward Airways,
Inc.**

Staff Contact: Paul M. Briseno

Council Agenda Memo

From: Administration

Meeting: August 23, 2005

Subject: Approving Grand Island Area Economic Development Recommendation to Rescind Contract with Westward Airways, Inc.

Item #'s: G-5

Presenter(s): Paul M. Briseno, Assistant to the City Administrator

Background

On June 28, 2005 Council approved an Economic Development Incentive Agreement with Westward Airways, Inc. to provide a forgivable loan for \$120,000 for start up costs and promotional activities in providing eastbound air service to the Grand Island area. Since the approved agreement Westward Airways has suspended all operations.

Discussion

The Grand Island Area Economic and Development Corporation recommend the agreement with Westward Airways, Inc for LB-840 funding be declared null and void. A copy of the request to rescind the grant is attached.

Alternatives

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

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

Recommendation

City Administration recommends the Council approve the rescinding of the LB-840 application of Westward Airways

Sample Motion

Motion to approve the rescinding of LB-840 application of Westward Airways.



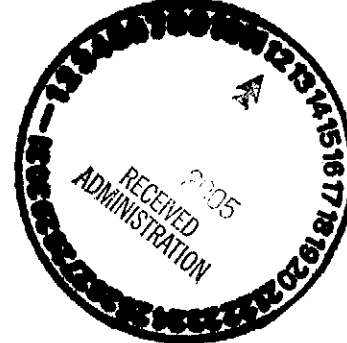
GRAND ISLAND AREA
ECONOMIC
DEVELOPMENT CORPORATION

308-381-7500 • 800-658-4283 • Fax 308-398-7205 • www.grandisland.org

P.O. Box 1151

GRAND ISLAND, NE 68802-1151

August 11, 2005



Mayor Jay Vavricek and
Members of the Grand Island City Council
City of Grand Island
PO Box 1968
Grand Island NE 68802-1968

Re: Westward Airways LB-840 application

Dear Mayor and City Council:

On behalf of the Grand Island Area Economic Development Corp. we would like to thank everyone for their cooperative efforts in trying to establish eastern air service. At this time it is the request of the Executive Committee of the GIAEDC to resend its LB-840 application and approval of funding for Westward Airways.

The Committee does not see this as a failed attempt but as a statement that, when we all work together for one single goal, we can again get things accomplished. The LB-840 process also showed us it works, as in this case the company was required to perform the service prior to funds being expended. We feel the community and our membership has spoken and is 100% behind the continuation of acquiring improved air service.

The Grand Island Area Economic Development Corp. sincerely appreciates the time, input and guidance from everyone.

Respectfully,

Marlan Ferguson
President

RESOLUTION 2005-233

WHEREAS, on June 28, 2005, by Resolution 2005-193, the City Council of the City of Grand Island approved an Economic Development Incentive Agreement with Westward Airways, Inc. to provide a forgivable loan in the \$120,000 for start up costs and promotional activities in providing eastbound air service to the Grand Island area; and

WHEREAS, Westward Airways, Inc. has suspended all operations; and

WHEREAS, it is recommended that Resolution 2005-193 be rescinded and the Economic Development Incentive Agreement with Westward Airways, Inc. be null and void.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Resolution 2005-193 authorizing \$120,000 in economic development assistance through a forgivable loan to Westwards Airways, Inc. is hereby rescinded.

BE IT FURTHER RESOLVED, that the Economic Development Incentive Agreement with Westward Airways, Inc. is hereby declared null and void.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G6

**#2005-234- Approving Bid Award - Water Main District 450 and
451 - Stewart Place - Circle Drive Area**

Staff Contact: Gary R. Mader;DaleShotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, Asst. City Attorney/Purchasing

Meeting: August 23, 2005

Subject: Bid Award – Water Main District 450 and 451 – Circle Drive Area

Item #'s: G-6

Presenter(s): Gary R. Mader, Utilities Director

Background

Water Main Districts 450 and 451 were created as a result of citizens' request. Bids for installation of water mains and service lines for District 450 and District 451 have been received. The area is located south of Stolley Park Road and west of Blaine Street. Water Main District 450 covers the multiple family housing development along east Circle Drive, Sunny Brooke Road, and Stewart Place; and is under one ownership. Water Main District 451 is located west of Circle Drive, and is a combination of single family homes and multiple family units. A map of the Districts is attached. By combining the two districts under one contract, a cost savings from the economy of scale could be realized.

Discussion

The proposed construction will be done as an assessment district, which is the Department's standard method for installing water lines in developed areas when requested by the neighborhood.

Five potential construction firms, along with five plan information agencies, received the bid information documents. In accordance with City Procurement Codes, bids were publicly opened at 11:00 a.m. on August 11, 2005. Two bids were received and have been checked and evaluated for completeness and accuracy. One of the bids had a mathematical error in unit price computations. However, this does not change the overall ranking. The bids are listed below:

Bidder	Exceptions	As Read Bid Price	Evaluated Bid Price
Diamond Engineering Co. Grand Island NE	None	\$206,550.54**	\$205,154.38
General Excavation Lincoln NE	None	\$349,841.64	\$349,841.64

**In reviewing the bid submittals, Utility engineering staff noted an error in the contractors quantity costing for “Remove Curb and Gutter”. The bidder had entered 608.19 LF (Linear Feet). The correct amount is 26.46 LF. Correction of the error results in a reduction to the “as read” bid price of \$1,396.16. A copy of the corrected quantity costing form is attached.

Alternatives

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

1. Move to approve the award of the contract for Water main District 450 and 451 to the Diamond Engineering Company
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the bid award of the contract for Water Main District 450 and District 451 to the low compliant bidder, Diamond Engineering Co., in the corrected bid amount of \$205,154.38. Diamond’s bid is below the project estimate of \$300,000 and meets all City contract requirements.

Sample Motion

Motion to approve the bid award of the Contract for Water Main District 450 and Water Main District 451 to the Diamond Engineering Company of Grand Island, Nebraska.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 11, 2005 at 11:00 a.m.

FOR: Water Main Districts #450 & 451

DEPARTMENT: Utilities

ESTIMATE: \$300,000.00

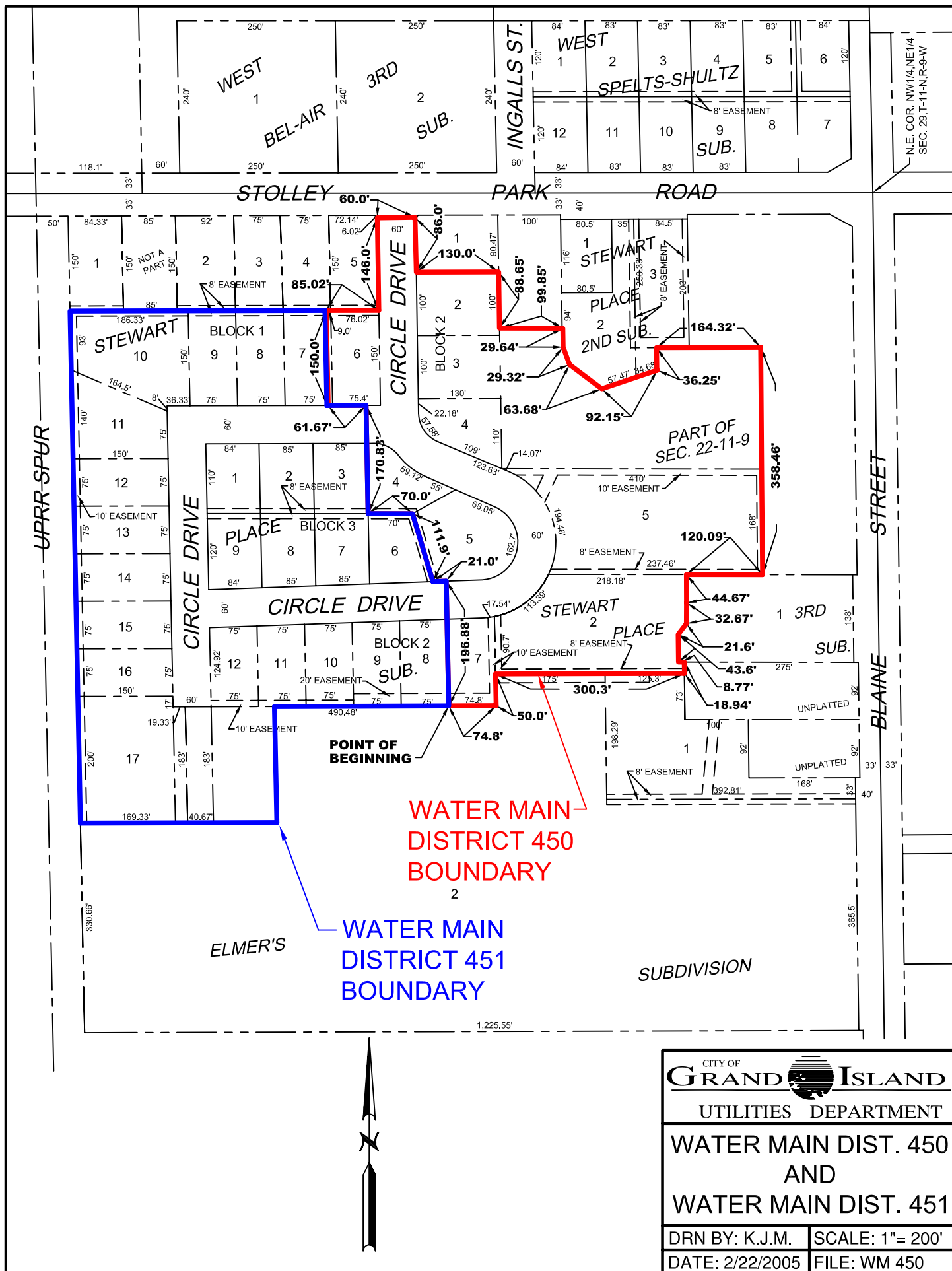
FUND/ACCOUNT: 525

PUBLICATION DATE: July 8, 2005

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	Diamond Engineering Grand Island	General Excavating Lincoln
Bid Security:	Bond Universal Surety	Bond Universal Surety
Exceptions:	None	None
Bid Price:	\$206,550.54	\$349,841.64



WATER MAIN DISTRICT 450 AND 451 BIDS
Sunny Brooke Rod, Stewart Dr, and Circle Dr area

Bids = 8/11/2005

Item	Description	Estimated Quantity		DIAMOND ENGINEERING		GENERAL EXCAVATING	
				Bid Unit \$\$\$	Total Bid \$	Bid Unit \$\$\$	Total Bid \$
C. 1.01	12"X12"X 6" TAPPING SLEEVE	1.00	EA	1,985.00	1,985.00	3,410.00	3,410.00
C. 1.02	8" D.I. PIPE, (S.J.)	1,330.99	LF	23.70	31,544.46	35.80	47,649.44
C. 1.03	8"X 8"X 8" TEE (M.J.)	1.00	EA	255.00	255.00	405.00	405.00
C. 1.04	8"X 8"X 6" TEE (M.J.)	5.00	EA	240.00	1,200.00	405.00	2,025.00
C. 1.05	8"X 90° ELL (M.J.)	1.00	EA	188.50	188.50	360.00	360.00
C. 1.06	8"X 22 1/2 ELL (M.J.)	2.00	EA	176.60	353.20	240.00	480.00
C. 1.07	8"X 6" REDUCER (M.J.)	2.00	EA	133.45	266.90	200.00	400.00
C. 1.08	8" RS GATE VALVE	2.00	EA	975.00	1,950.00	1,010.00	2,020.00
C. 1.09	8" RETAINER GLAND	1.00	EA	66.50	66.50	70.00	70.00
C. 1.10	8" CAP (M.J.)	1.00	EA	107.40	107.40	70.00	70.00
C. 1.11	6" D.I. PIPE, (S.J.)	1,877.26	LF	20.20	37,920.65	33.00	61,949.58
C. 1.12	6"X 6"X 6" TEE (M.J.)	7.00	EA	195.00	1,365.00	360.00	2,520.00
C. 1.13	6"X 45 ELL (M.J.)	6.00	EA	143.40	860.40	320.00	1,920.00
C. 1.14	6"X 22 1/2 ELL (M.J.)	5.00	EA	144.50	722.50	320.00	1,600.00
C. 1.15	6" CAP (M.J.) W/ 2" TAPPED PLUG	1.00	EA	88.65	88.65	58.00	58.00
C. 1.16	6" RS TAPPING VALVE	1.00	EA	915.00	915.00	2,520.00	2,520.00
C. 1.17	6" RS GATE VALVE	4.00	EA	712.95	2,851.80	700.00	2,800.00
C. 1.18	VALVE BOX	7.00	EA	159.25	1,114.75	175.00	1,225.00
C. 1.19	FIRE HYDRANT ASSEMBLY COMPLETE	9.00	EA	1,310.00	11,790.00	2,350.00	21,150.00
C. 1.20	1" WATER SERVICE, COMPLETE	74.00	EA	625.75	46,305.50	900.00	66,600.00
C. 1.21	2" WATER SERVICE, COMPLETE	2.00	EA	962.65	1,925.30	1,350.00	2,700.00
C. 1.22	THRUST BLOCK	28.00	EA	103.85	2,907.80	210.00	5,880.00
C. 1.23	6" RETAINER GLAND	1.00	EA	51.10	51.10	45.00	45.00
C. 1.24	BELL BLOCK	2.00	EA	348.30	696.60	370.00	740.00
C. 1.25	ROADWAY SAW CUT	1,048.29	LF	2.75	2,882.80	4.50	4,717.31
C. 1.26	DRIVEWAY SAW CUT	608.19	LF	2.75	1,672.52	4.50	2,736.86
C. 1.27	REMOVE CURB & GUTTER	26.46	LF	2.40	63.50	4.50	119.07
C. 1.28	REPLACE CURB & GUTTER	26.46	LF	18.20	481.57	35.00	926.10
C. 1.29	REMOVE ASPH. / CONC. ROADWAY	892.05	SY	4.25	3,791.21	9.00	8,028.45
C. 1.30	REPLACE ASPH. / CONC. ROADWAY	892.05	SY	28.00	24,977.40	60.00	53,523.00
C. 1.31	REMOVE ASPH. / CONC. DRIVEWAY	723.47	SY	4.25	3,074.75	9.00	6,511.23
C. 1.32	REPLACE ASPH. / CONC. DRIVEWAY	723.47	SY	28.00	20,257.16	60.00	43,408.20
C. 1.33	REMOVE CONCRETE SIDEWALK	46.80	SF	0.45	21.06	2.00	93.60
C. 1.34	REPLACE CONCRETE SIDEWALK	46.80	SF	3.00	140.40	6.00	280.80
C. 1.35	R-O-W SEEDING	900.00	SF	0.40	360.00	1.00	900.00
Evaluated Bid Amount					\$205,154.38		\$349,841.64
As Read Bid Amount					\$206,550.54		\$349,841.64
					(1,396.16)		

RESOLUTION 2005-234

WHEREAS, the City of Grand Island invited sealed bids for Water Main District No. 450 and 451, according to plans and specifications on file at the Utility Engineering Office at Phelps Control Center; and

WHEREAS, on August 11, 2005, 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 \$205,154.38; and

WHEREAS, such bid is below the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of the Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$205,154.38 for Water Main District No. 450 and 451 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G7

**#2005-235- Approving Bid for Construction of Buildings, Baffles,
Sheds and Picnic Shelters for the Heartland Public Shooting Park**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Park and Recreation Department

Meeting: City Council, August 23, 2005

Subject: Bid Award – Buildings, Baffles and Shooting Sheds for Heartland Public Shooting Park

Item #'s: G-7

Presenter(s): Steve Paustian, Park and Recreation Director

Background

The City is in the process of developing the Rifle and Piston ranges at the Heartland Public Shooting Park. Storage buildings, baffles and shooting sheds were bid to meet the needs of the rifle and pistol ranges.

Discussion

Bids were advertised for the materials and labor necessary to build the aforementioned items. Invitations to bidders were sent to seven firms. One firm responded, providing a bid of \$452,706.00. The successful low bid was provided by Galvan Construction of Grand Island, NE in the amount of \$452,706.00.

Alternatives

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

1. Award the contract as recommended.
2. As directed by Council.
3. Not award a bid.

Recommendation

It is the recommendation of staff to award the bid to Galvan Construction, of Grand Island, NE in the amount of \$452,706.00.

Sample Motion

Motion to award the bid to Galvan Construction, in the amount of \$452,706.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 11, 2005 at 11:15 p.m.

FOR: Shooting Facilities at Heartland Public Shooting Park

DEPARTMENT: Parks and Recreation

ESTIMATE: \$500,000.00

FUND/ACCOUNT: 40044450-90026

PUBLICATION DATE: July 31, 2005

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder: Galvan Construction
Grand Island, NE

Bid Security: Bond
AMCO Insurance Co.

Exceptions: None

Bid Price:

Range 1	\$102,750.00
Range 2	\$150,402.00
Range 3	\$ 57,000.00
Range 4	\$ 57,000.00
3 Storage Buildings	\$ 63,717.00
12 Picnic Shelters	\$ 93,000.00
Alternate Bid	\$108,000.00

RESOLUTION 2005-235

WHEREAS, the City of Grand Island invited sealed bids for Construction of Buildings, Baffles, Sheds, and Picnic Shelters at the Heartland Public Shooting Park, according to plans and specifications on file with the Parks and Recreation Director; and

WHEREAS, on August 11, 2005, one bid was received, opened and reviewed; and

WHEREAS, Galvan Construction 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; and

WHEREAS, due to funding constraints, the baffles, shooting sheds and buildings have been removed from the 300 and 600 yard shooting ranges, and the picnic shelters have been eliminated from the project at this time; and

WHEREAS, Galvan Construction's bid for the remaining items of the project is \$452,706.00; and

WHEREAS, such bid is below the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Galvan Construction of Grand Island, Nebraska, for the construction of buildings, baffles, and sheds at the Heartland Public Shooting Park in the amount of \$452,706.00 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G8

**#2005-236- Approving Agreement with Nebraska Department of
Roads for Construction of the Grand Island River Way Trail**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Park and Recreation Department

Meeting: August 23, 2005

Subject: Agreement with Nebraska Dept. of Roads for construction of the River Way Trail

Item #'s: G-8

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

The City Council authorized the Park and Recreation Department to apply for a grant to construct the River-Way Trail. We have been notified of our successful application.

Discussion

In order to received the funding associated with the grant it is required by the State that a resolution be attached to the agreement committing the City to the requirements of the grant.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution authorizing the acceptance of the grant.

Sample Motion

Motion to approve resolution authorizing City to accept grant funds for trail construction.

RESOLUTION 2005-236

WHEREAS, the City of Grand Island desires to develop the Grand Island River Way Trail as a ten foot wide bicycle/pedestrian trail; and

WHEREAS, it is anticipated that the trail will start at Hall County Park and follow the south Wood River drainage dike one and one-half miles to South Locust Street; and

WHEREAS, the City applied for and received a grant to develop this property into a hike/bike trail; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project, known as STPB-40(53); and

WHEREAS, federal funds will cover 80% of the project costs up to a maximum of \$347,907, with the City's share of such project to be approximately \$86,977.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads is hereby approved for the development of a ten foot wide hike/bike trail to start at Hall County Park and follow the south Wood River drainage dike one and one-half miles to South Locust Street.

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, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G9

#2005-*237- Consultan Agreement for Homeless Study

Staff Contact: Joni K

Council Agenda Memo

From: Community Development

Meeting: August 23, 2005

Subject: Consultant Agreement for Homelessness & Homeless Housing Study

Item #'s: G-9

Presenter(s): Joni Kuzma, Development Specialist

Background

In April, 2005 the City of Grand Island received a \$36,950 CDBG Planning Grant to conduct a needs assessment of homeless and homeless housing needs in Grand Island, the area served by Hope Harbor (Hall, Hamilton, Howard and Merrick Counties), and the tri-city area. Inter local agreements are in place with Hall County, Hamilton County, Howard County, Merrick County, Kearney County, Buffalo County, the City of Hastings and the City of Kearney. Hope Harbor is providing \$9,300 in match. The City is providing \$3,050 for a total project amount of \$49,300.

A Request for Proposals to conduct the study was published in the Grand Island Independent on June 8, 2005 and Proposal packets sent to six consulting companies. Sealed proposals were sent to the City Clerk's office and opened on June 27, 2005 at 4:00 p.m.

Discussion

Two proposals were received and an agreement negotiated with the consultant who received the top scoring review. At this time, it is staff recommendation that an agreement be awarded to the Center for Rural Research and Development, (Kay Payne, Consultant) for the contracted amount not to exceed \$49,300.

Alternatives

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

1. Approve the Planning Grant agreement with the Center for Rural Research and Development to conduct a needs assessment and study and give approval for the Mayor to sign all related documents.
2. Disapprove or /Deny the Planning Grant agreement.
3. Modify the Planning Grant agreement to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that Council approve the Planning Grant agreement with the Center for Rural Research and Development to conduct a needs assessment and study and give approval for the Mayor to sign all related documents.

Sample Motion

Approve the Planning Grant agreement with the Center for Rural Research and Development to conduct a needs assessment and study and give approval for the Mayor to sign all related documents.

SERVICE AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Grand Island (hereinafter referred to as the City) and the Center for Rural Research & Development (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the City and the Consultant are desirous of entering into an agreement to formalize their relationship and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2004 CDBG contract with the Department, under agreement #04PP028, has been awarded CDBG funds for the purposes set forth herein and

WHEREAS, the Scope of Work included in this agreement is authorized as part of the City approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined the work activities described in the Scope of Work. (Attachment #1 to the agreement).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this agreement shall be the date the parties sign and complete execution of the agreement. The termination date of the agreement shall be one month following submission of the final Community Development Block Grant close out reports to the Nebraska Department of Economic Development or at a time mutually agreed to by the parties.

3. Consideration

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 to the agreement for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the sum of \$49,300 over a two-year period. Reimbursement under this agreement shall be based on billing statements submitted by the Consultant for services provided, according to the required City Council cut-off dates for submission of bills.

It is also understood that this agreement is funded in part or in whole with funds through the State of Nebraska Community Development Block Grant Program as administrated by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under OMB Circular A102 and any such procedures that the City or the Department may prescribe. In general such records will include information pertaining to the agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards, (as appropriate), and performance.

All such records and all other records pertinent to this agreement and work undertaken under this agreement shall be retained by the Consultant for a period of three years after the final audit of the City CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and agreement.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute agreements or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this agreement the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this agreement in the manner specified herein:

- a. **Suspension** If the Consultant fails to comply with the terms and conditions of this agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this agreement, the City may suspend the agreement effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full

compliance with the terms and conditions of this agreement. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the agreement except:

- (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
- (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this agreement, otherwise allowable costs incurred during the period of suspension will be allowed.
- (3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City in accordance with the percentage of the work completed.

b. **Termination for Cause** If the Consultant fails to comply with the terms and conditions of this agreement and any of the following conditions exist;

- (1) The lack of compliance with provisions of this agreement are of such scope and nature that the City deems continuation of the agreement to be substantially detrimental to the interests of the City;
- (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this agreement; then, the City may terminate this agreement in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds** The agreement may also be terminated in whole or in part:

- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, the portion to be terminated.
- (2) If the funds allocated by the City via this agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- (3) In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

- (4) The City may terminate this agreement at any time giving at least 10 days notice in writing to the Consultant. If the agreement is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon the City and the Consultant, shall be incorporated in written amendments to this agreement.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

The work or services covered by this agreement may be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be the full responsibility of the Consultant, subject to each provision of this agreement.

9. Assignability

The Consultant shall not assign any interest on this agreement, and shall not transfer any interest on this agreement (whether by assignment or novation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this agreement shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this agreement.

14. Executive Order 11246 (APPLICABLE TO CONSTRUCTION AGREEMENTORS ONLY)

During the performance of this agreement, the Consultant agrees as follows:

Add appropriate Executive Order 11246 Clause (depending on the amount of the agreement) here.

15. Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 3 Compliance in the Provisions in Training, Employment and Business Opportunities

- a. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned insubstantial part by persons residing in the areas of the project.
- b. The parties to this agreement will comply with the provisions of said Section 3. The parties to this agreement certify and agree that they are under no agreemental or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send each labor organization or representative or workers with which he/she has collective bargaining agreement or other agreement or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The Consultant will include this Section 3 clause in every sub-agreement for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the sub-agreement, upon a finding that the sub-agreementor is in violation or regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not sub-agreement with any sub-agreementor where it has notice or knowledge that the latter has been found in violation or regulations under 24 CFR Part 135 and will not let any sub-agreement unless the sub-agreementor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and sub-agreementors, its successors and assigns to those sanctions specified by the grant or loan agreement sanctions as are specified by 24 CFR Part 135.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246. As Amended

This Order applies to all federally assisted construction agreements and subagreements. The Grantee and subagreementors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee and subagreementors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

21. Conflict of Interest

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any agreement, subagreement or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Is further required that this stipulation be included in all subagreements to this agreement.

Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this agreement, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction agreement or construction subagreement or construction subagreement.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of one page
Attachment #2 Payment Schedule, consisting of one page

WITNESS WHEREOF, the City and the Consultant have executed this agreement as of the date and year last written below.

CITY OF GRAND ISLAND, NEBRASKA

Jay Vavricek Mayor

Date

CENTER FOR RURAL RESEARCH & DEVELOPMENT

Kay Payne, Director

Date

AGREEMENT REVIEWED AND APPROVED FOR CONTENT BY:

Douglas R. Walker, City Attorney

Date

ATTACHMENT I

SCOPE OF WORK

The Center for Rural Research & Development will provide the following service to the City of Grand Island in the completion of a Homelessness and Homeless Housing .

The selected consultant will be expected to perform the entire scope of services, including, but not limited to:

- Design an assessment tool for determining needs of homeless persons in the region
- Collect necessary data to evaluate and determine needs of homeless persons in region
- Determine adequate capacity for Hope Harbor homeless shelter and alternative housing options for the Grand Island service area
- Feasibility study for a capital campaign to address long-range funding for homeless shelter and housing
- Service delivery and facility design
- Interagency coordination and staffing needs for homeless services
- Assess tri-city coordination of services
- Public meetings
- Formation of task force and/or steering committee
- Submission of a completed Homelessness and Homeless Housing needs study, with a capital campaign component

Deliverables:

The City of Grand Island uses ArcView GIS software, AutoCAD Map, Microsoft Word, Excel, Access and Power-point. All documents shall be prepared using a combination of these software packages. Electronic copies of all documents shall be submitted to the City of Grand Island on a CD or DVD.

All maps, data, findings, etc. that are collected, developed or written for this project by the consultant shall become the property of the City of Grand Island with unlimited rights to copy, distribute and/or modify.

ATTACHMENT II
PAYMENT SCHEDULE

The Consultant agrees to submit invoices no less than monthly for services performed for the City of Grand Island.

The City of Grand Island agrees to render payment to the Consultant based on the date an invoice is submitted for payment. A 2005 schedule of cut-off dates for City Invoice processing is listed below. If an invoice is submitted the Friday before the listed cut-off date, the payment will be scheduled for the next regularly scheduled council meeting. If an invoice is submitted to the City on the morning of the cut-off date, it will be processed and submitted to the City Finance Department by noon that day, if possible.

Allowable expenses shall include all costs of services and expenses associated with the needs assessment and feasibility study.

The City of Grand Island agrees to approve draw down of funds from the Department of Economic Development at the earliest possible City Council meeting.

As per the Community Development Block Grant Application #04-PP-028, a total of \$49,300 will be paid from a combination of Block Grant and matching funds over two years. The period covered under this agreement will be from August 23, 2005 to February 25, 2007. All of the required activities and services, except for administration and audit, will be completed by or before this date.

<u>2005 Cut-off date</u>	<u>Council meeting date</u>
September 6, 2005	September 13, 2005
September 19, 2005	September 27, 2005
October 3, 2005	October 11, 2005
October 17, 2005	October 25, 2005
October 31, 2005	November 8, 2005
November 14, 2005	November 22, 2005
November 28, 2005	December 6, 2005
December 12, 2005	December 20, 2005

A 2006 schedule will be provided as soon as it is available.

RESOLUTION 2005-237

WHEREAS, the City of Grand Island invited proposals for Homelessness and Homeless Housing Needs Study in accordance with a Request for Proposal on file with the Community Development Division of the Planning Department; and

WHEREAS, proposals were due on June 27, 2005; and

WHEREAS, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Center for Rural Research and Development of Kearney, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for an amount not to exceed \$49,300; and

WHEREAS, \$36,950 of such proposal cost will be paid with Community Development Block Grant funds received for such project; and

WHEREAS, Hope Harbor will contribute \$9,300 towards the cost of the project, and the City will be responsible for the remaining \$3,050.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Center for Rural Research and Development of Kearney, Nebraska, for a Homelessness and Homeless Housing Needs Study for an amount not to exceed \$49,300 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G10

**#2005-238- Approving Bid for (1) Auger Type Snow Blower for the
Street & Transportation Division of the Public Works Department**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director
Dale Shotkoski, Assistant City Attorney

Meeting: August 23, 2005

Subject: Approving Bid Award for Auger Type Snow Blower

Item #'s: G-10

Presenter(s): Steven P. Riehle, Public Works Director

Background

On July 27, 2005 the Street & Transportation Division of the Public Works Department advertised for bids for the purchase of an Auger Type Snow Blower. Funds for the blower were in the approved 2004/2005 budget. The old snow blower unit will be traded in.

Discussion

One bid containing three alternatives was received and opened on August 9, 2005. The Street & Transportation Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bid and the alternatives that were received. A summary of the bid/alternatives is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
Nebraska Machinery Co., Doniphan, NE	Noted	\$55,560.00
Nebraska Machinery Co., Doniphan, NE	Noted	\$67,665.00
Nebraska Machinery Co., Doniphan, NE	Noted	\$87,277.00

Upon review and evaluation it has been determined that the snow blower unit for \$55,560.00 will meet our operational needs. There are sufficient funds for this purchase in Account No. 10033501-85615.

Alternatives

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

1. Make a motion to approve the purchase of the Auger Type Snow Blower from Nebraska Machinery Co., of Doniphan, NE in the amount of \$55,560.00.
2. Refer the issue to a committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the purchase of the Auger Type Snow Blower in the amount of \$55,560.00 from Nebraska Machinery Co., of Doniphan, NE.

Sample Motion

Approve the purchase of the auger type snow blower.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 9, 2005 at 11:00 a.m.

FOR: (1) Auger Type Snow Blower

DEPARTMENT: Public Works

ESTIMATE: \$62,000.00

FUND/ACCOUNT: 10033501-85615

PUBLICATION DATE: July 27, 2005

NO. POTENTIAL BIDDERS:

SUMMARY

Logan contractors Supply, Inc.
Omaha, NE
No Bid – Unable to Meet Specs.

Midwest Service and Sales Co.
Schuyler, NE
No- Bid Unable to Meet Specs.

	Nebraska Machinery Co. Doniphan, NE	Nebraska Machinery Co. Doniphan, NE	Nebraska Machinery Co. Doniphan, NE
Base Bid	\$55,560.00	\$67,665.00	\$87,277.00
Trade In:	<u>\$2,000.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
Adjusted Bid:	\$53,560.00	\$65,665.00	\$85,277.00
Exceptions Noted		Exceptions Noted	None

RESOLUTION 2005-238

WHEREAS, the City of Grand Island invited sealed bids for one (1) Auger Type Snow Blower Attachment, Loader Mounted, Self Contained for the Street and Transportation Division of the Public Works Department, according to plans and specifications on file with the Street Division; and

WHEREAS, on August 9, 2005, bids were received, opened and reviewed; and

WHEREAS, Nebraska Machinery Co. of Doniphan, 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 \$55,560; and

WHEREAS, such bid is below the estimate for such equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Machinery Co. of Doniphan, Nebraska, for one (1) auger type snow blower attachment, loader mounted, self contained in the amount of \$55,560 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G11

**#2005-239- Approving Bid Award for Construction of Two
Bridges for Northbound Lanes on So. Locust Street North on
Interstate 80**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Parks and Recreation, Public Works, and Legal Departments

Meeting: August 23, 2005

Subject: Approving Bid Award for Two Bridges for future northbound lanes on South Locust Street north of Interstate 80

Item #'s: G-11

Presenter(s) Steve Paustian, Parks and Recreation Director
Steven Riehle, Public Works Director

Background

On June 27, 2005 the Engineering Division of the Public Works Department advertised for bids for the construction of two bridges over Platte River channels on South Locust Street. These bridges, and ultimately the northbound lanes, are required to be constructed per the agreements with the Nebraska Department of Roads (NDOR) in conjunction with the I-80 interchange construction.

Discussion

Six bids were received and opened on July 21, 2005. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bids that were received. The bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

Resolution 2005-226 awarding the contract was approved by the city council on August 9, 2005. Because Federal funds will be used to pay for 80% of the construction costs, the award of the contract has to be concurred with by NDOR. Since the concurrence was received from the NDOR on August 11th, resolution 2005-226 will need to be rescinded and a new resolution approved.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
BRB Contractors, Inc.	None	Travelers Casualty	\$1,328,318.40
L.J. Webb Contractor, Inc.	None	Universal Surety Company	\$1,366,924.00
Capital Contractors, Inc.	None	Universal Surety Company	\$1,521,137.00
Diamond Engineering Co.	None	Universal Surety Co.	\$1,179,155.59
A.M. Cohron & Son, Inc.	None	Merchants Bonding Co.	\$1,190,415.70
Christensen Bros. Inc.	None	Merchants Bonding Co.	\$1,449,250.00

The engineer's opinion of cost for this project was \$1,515,264.11. There are sufficient funds available in the Public Works account No. 40033530-90059.

Alternatives

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

1. Approve awarding the contract for Bridge Construction to Diamond Engineering Co. of Grand Island, NE.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve awarding the contract for bridge construction to the Diamond Engineering Co., of Grand Island, Nebraska, for the amount of \$1,179,155.59.

Sample Motion

Move to approve the award of the contract to Diamond Engineering Company of Grand Island, Nebraska for the S. Locust Bridge Construction.

RESOLUTION 2005-239

WHEREAS, the City of Grand Island invited sealed bids for Construction of Two Bridges for northbound lanes over the Platte River channels on South Locust Street north of Interstate 80 [Project No. 2235(4)], according to plans and specifications on file with the City Engineer; and

WHEREAS, on July 21, 2005, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company, Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,179,155.59; and

WHEREAS, such bid is below the engineer's estimate for such project; and

WHEREAS, on August 9, 2005, by Resolution No. 2005-226, the City of Grand Island approved the bid of the Diamond Engineering Company of Grand Island, Nebraska in the amount of \$1,179,155.59 for such project; and

WHEREAS, the Nebraska Department of Roads is required to concur with the award of the contract prior to the City's approval of such bid, however the Nebraska Department of Roads did not concur with the award of the contract until August 11, 2005; and

WHEREAS, it is necessary to rescind Resolution No. 2005-226, and to obtain approval of such bid at this time.

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, Inc. of Grand Island, Nebraska, for the construction of two bridges for northbound lanes over the Platte River channels on South Locust Street north of Interstate 80 [Project No. 2235(4)] in the amount of \$1,179,155.59 is hereby approved as the lowest responsible bid.

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

BE IT FURTHER RESOLVED, that Resolution No. 2005-226 is hereby rescinded.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G12

**#2005-240- Approving Program Agreement with NDOR for
Widening of Capital Avenue from Moores Creek Drain to Webb
Road**

Staff Contact: Steve Riehle, City Engineer\Public Works Director\

Council Agenda Memo

From: Public Works and Legal Departments

Meeting: August 23, 2005

Subject: Approving Program Agreement for Project STPAA-5436(4) for Widening Capital Avenue from the Moores Creek Drain to Webb Road

Item #'s: G-12

Presenter(s) Steven P. Riehle, Director of Public Works

Background

All agreements must be approved by the City Council. Plans are being prepared for the widening of Capital Avenue from the Moores Creek Drain to Webb Road. This construction is scheduled in 2006.

Discussion

Federal funds will be used for approximately 80% of the construction costs and construction engineering. Local funds will be used for the remaining costs including project design, right-of-way appraisal and acquisition. Project costs, not to exceed local funds expended, will be assessed to adjacent property owners.

Alternatives

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

1. Approve a resolution authorizing the Mayor to sign the agreement.
2. Disapprove or/Deny authorization for the Mayor to sign the agreement.
3. Modify the agreement to meet the wishes of the Council.
4. Table the issue.

Recommendation

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

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

A G R E E M E N T

CITY OF GRAND ISLAND
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. STPAA-5436(4), STATE CONTROL NO. 42427
CAPITAL AVE., MOORES CREEK TO WEBB RD.
ROADWAY RECONSTRUCTION

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

WITNESSETH:

WHEREAS, certain street improvements in the City have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible city streets, and

WHEREAS, the Federal share payable will be a maximum of 80 percent of the eligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the City agrees to supervise the contract letting and ensure that the project receives the same degree of supervision and inspection as a project constructed under a contract let and directly supervised by the State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for improvements to those city streets, and

WHEREAS, the State is willing to cooperate to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that no State Funds are to be expended on this project, and

WHEREAS, if the City is to receive Federal participation for any portion of the work on the proposed project, it is necessary all phases of work comply with Federal requirements and procedures, and

WHEREAS, the funding for the project under this agreement, includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then the A-133 audit is required as explained further in this agreement, and

WHEREAS, Federal Regulations provide that the City shall not profit or otherwise gain from local property assessments that exceed the City's share of project costs, and

WHEREAS, the City desires this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. STPAA-5436(4), as evidenced by the Resolution of the City dated the _____ day of _____, 2005, attached as EXHIBIT "B" and made a part of this agreement, and

WHEREAS, the total cost of nonbetterment utility rehabilitation, construction and construction engineering is estimated to be \$3,800,000, and

WHEREAS, the project is described as follows:

The project on Capital Avenue will begin at Moores Creek and end at Webb Rd. The project consists of widening the roadway to accommodate increased traffic. Additional construction will consist of upgrading the storm sewer system, sidewalks, street lighting, and the addition of right and left-turn lanes.

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

SECTION 1. The State agrees to present the project to the FHWA for its approval, if necessary.

SECTION 2. The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 (signed into law by President Clinton on July 5, 1996) and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The City shall have its finance officer or auditor, review the situation to determine what the City must do to comply with this federal mandate. If applicable, the expenditures related to the FHWA should be shown in the Supplementary Schedule of Expenditures of the Federal Awards under U.S. Department of Transportation as a pass-through Nebraska Department of Roads, Federal CFDA Number 20.205. If an A-133 Audit is performed, the City shall send the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 3. The City agrees to perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. The City agrees to acquire any or all permits necessary to accomplish the project.

SECTION 4. The City agrees to locate and reference or have located and referenced all section corners, quarter section corners and sub-division lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 5. ENVIRONMENTAL RESPONSIBILITY

The City shall be responsible to complete any federally required environmental actions and documents for this project, and get them approved by the State and the FHWA prior to proceeding with appraising and acquiring any right-of-way for the project.

When it is determined that a public hearing is a federal requirement for the project, the City shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing is required, the City shall contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the City of the proper procedures and policies for conducting the hearing. The City can contact the State's PHO by calling (402) 479-4871.

SECTION 6. The City agrees to provide the State with current project schedules, and progress reports of critical milestones (start date, public meetings/hearings, P.I.H., 100 percent plans, letting date, construction start and ending date, etc.)

SECTION 7. The City shall design the project according to the current publications of State of Nebraska Standard Specifications for Highway Construction, AASHTO Policy on Geometric Design of Highways and Streets, the Minimum Design Standards of the Board of Classifications and Standards and the Americans with Disabilities Act (ADA) Accessibility Guidelines. All plans, specifications and bid proposals, permits and any other contract documents must be submitted to and approved by the State prior to any bid letting. Any deviations from the above publications must be approved by the State.

SECTION 8. The State and City agree that the construction engineering, which is an eligible project expense and which includes construction staking, inspection and field testing, will be accomplished by City forces or a State Certified Consultant selected by the City.

The City agrees, if a Consultant is to be selected, that the method of selection and the resulting agreement between the Consultant and the City must conform to the State's standard practices and will be subject to State review and concurrence prior to agreement execution between the City and the Consultant.

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, Quality Assurance Program for Construction, and the State Standard Methods of Tests (www.dor.state.ne.us) or AASHTO or ASTM procedures. The City shall provide adequate quality assurance on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory. In all cases, the State will

provide a State Representative designated by the State on a part-time basis, who will serve to inspect the project to ensure that the City is in compliance with the plans, contracts, scope of work, regulations, statutes, etc., in order that Federal Funds may be expended on the project. Upon project completion, the City shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action. If the State Representative determines the project is acceptable, the State Representative will sign the form and send it to the District Engineer for signature. The District Engineer will forward the form to the State's Urban Engineer for signing, project closeout and final payment.

The City by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet contract requirements and are on file with the City and the City shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative will conduct a final review of the project and will determine if the project is acceptable. If the State Representative determines the project is not acceptable, the State Representative will notify the City's Project Manager in writing of what needs to be done to bring the project into compliance for acceptability before the State Representative will sign the DR 299 and recommend the project for closeout. The City shall contact the State's District Engineer for State Representative assignment. It is understood that any construction engineering services furnished by the State will be part of the cost of the project and the State's expenses will be included as costs of the project as specified in this agreement.

The City shall provide a Project Manager to oversee the project and to ensure that the construction engineering performed by City forces or the City's Consultant comply with requirements for Federal funding. The Project Manager's services include, but are not limited to, attending the preconstruction conference, keeping the State Representative informed of project start and ending dates and other scheduled construction milestones, project management as required and preparing contractor change orders and supplemental agreements.

SECTION 9. Any preliminary engineering services to be performed by the City, State or by a Consultant will be funded solely with City Funds and will not be eligible for Federal participation.

SECTION 10. The City agrees to advertise and conduct a letting and receive bids for the contemplated improvement. Prior to advertising the project for bids, the City shall submit a Right-of-Way Certificate and final plans package (100 percent plans, specifications, engineers estimate, permits and contract bidding documents) to the Urban Engineer for review. The State

will review the submitted items and give the City direction on proceeding with advertising the project for bids. Upon direction from the State for the City to advertise, the City shall not open the bids for a minimum of 21 calendar days after the first advertisement is published in the newspapers. The City shall submit its selection of low bidder and supporting documents to the State for concurrence prior to awarding of the construction contract to the successful low bidder. The City shall sign the contract or contracts and shall send copies of the signed contract(s), including copies of the awarded final plans package to the State's Urban Engineer, and District Engineer. Prior to advertising for Project Letting, the City shall forward a Right-of-Way Certificate to the Urban Engineer.

SECTION 11. The cost of nonbetterment utility rehabilitation, construction and construction engineering is estimated to be \$3,800,000. The City agrees to pay 20 percent of the actual eligible costs, which is estimated to be \$760,000. The State agrees to reimburse the City, using Federal Funds, for 80 percent of the actual eligible cost of the improvement, which is estimated to be \$3,040,000. Progress billings to reimburse the City may be submitted no more often than monthly. The State will pay 95 percent of the 80 percent Federal share until 95 percent of the contractor's costs, or 95 percent of the maximum Federal share has been reimbursed. The final settlement between the State and the City will be made after final review and approval by the State and after an audit, if deemed necessary by the State, has been performed to verify actual eligible costs. The City agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.

The City further agrees, that if reimbursement to the State is required on this project, and if the City is unable to or does not make reimbursement within 60 calendar days after the State notifies the City of such required reimbursement; the State by this agreement is authorized to withhold money from highway funds apportioned or to be apportioned to the City, in an amount equal to the required reimbursement to the State.

Costs incurred by the State with respect to the entire project will be a part of the cost of the project to be paid out of City and Federal Funds. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the City agrees to pay those invoices within thirty days of their receipt. The City's share of the total project cost will be all costs not paid for by Federal Funds.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the City under this agreement.

Final payment will not be made to the City until the City has filed a completed State DR Form 299 with the State, and both the City and the State have signed it.

SECTION 12. The City understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the City where Federal participation is not allowable or available. Therefore, where the Federal government refuses to participate in this project or any portion of this project, the City will be responsible for full project payment with no cost or expense to the State in this project or any portion of this project. Should this project be abandoned before completion, the City shall pay all costs incurred by the State prior to such abandonment.

The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final payment under this agreement; such records to be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the City shall furnish copies to those mentioned in this section when requested to do so.

SECTION 13. The Federal share of this project must be reduced by any project specific local property assessments that exceed the appropriate local share on this project. This is subject to State review.

SECTION 14. The City agrees that it is to receive Federal participation for portion(s) of the work on the proposed project. Because the City is to receive Federal Funds for any part of this project, the City shall perform the services for all phases of work, including, but not limited to preliminary engineering, acquisition of Right-of-Way, construction (includes construction engineering), etc., according to Federal procedures and requirements.

Prior to beginning any phase of work on the proposed project, the City shall contact the Urban Engineer for direction and assistance to ensure that all project work will be accomplished according to Federal procedures and requirements.

SECTION 15. If the City performs any part of the work on this project itself, the City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126 (Reissue 1998), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in DISCRIMINATION CLAUSES Section of this agreement.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

A. Policy

The City agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises Obligation

The City and State agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The City, acting as a subrecipient of Federal-aid funds on this project agrees to adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the City enters into on this project.

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

SECTION 17. NONDISCRIMINATION CLAUSES

During the performance of this agreement, the City, for itself, its assignees and successors in interest agrees as follows:

- (1) **Compliance with Regulations:** The City shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The City, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the

Regulations, including employment practices when the contract covers a program set forth in Appendixes "A," "B," and "C" of Part 21 of the Regulations.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the City of the City's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The City shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the City under this agreement until the City complies, and/or
 - (b) cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The City shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The City shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the City may request the State to enter into such litigation to protect the interests of the State, and in addition, the City may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. Changes to the City street which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior

approval of the State. Requests for changes during project construction must be made to the State Representative through the District Engineer's office.

Upon project completion and final inspection, the City shall send one set of "As-Built" plans to the State's Urban Engineer.

SECTION 19. Upon project completion, the City shall maintain this project at its own expense, and make provisions each year for the maintenance costs involved in properly maintaining this facility.

SECTION 20. Any utility rehabilitations or installations made within the Right-of-Way of this project after execution of this agreement must be in accordance with the provisions of Federal-Aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, FHWA, or a State approved Utility Accommodation Policy. In order to receive Federal-Aid Funds for this improvement, the City agrees to follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way." Any work within the State Right-of-Way requires a permit. The City shall contact the District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the City will become a project cost, but that outside of the corporate limits, only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private Right-of-Way will be reimbursed. Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities will be reimbursed if they exist on privately owned Right-of-Way and it is necessary to rehabilitate the utilities due to this project. All such reimbursements must be based on items and estimates submitted by the utility and approved by the City and State. Should this project necessitate the nonbetterment rehabilitation of any privately owned and operated utilities, then the City shall send the State an estimate of those nonbetterment utility rehabilitation costs prior to the work being done. The City shall pay for utility nonbetterment rehabilitation and then bill the State for those eligible reimbursement costs. All reimbursements will be based on the actual costs of material, services and labor. This will be subject to audit, if the State deems that one is necessary.

SECTION 21. If Federal participation is requested in Right-of-Way appraisal or acquisition, the State on behalf of the City, will review the appraisals and negotiations for any additional Right-of-Way. The City will be responsible for any eminent domain proceedings required for

acquisition of the necessary property. The appropriate procedures as outlined in the current Nebraska Right-of-Way Manual approved by the FHWA must be followed. Regardless of whether or not Federal Funds are requested for the Right-of-Way, the City agrees to contact the State prior to beginning any Right-of-Way activity in order that the State may advise the City of the required Right-of-Way functions and procedures. It is understood that any Right-of-Way services furnished by the State will be part of the cost of the project and the State's expenses will be included as costs of the project as specified in this agreement.

SECTION 22. The City agrees, at no cost to the project, to clear the present Right-of-Way on this project of all advertising signs. The City also agrees, at no cost to the project, to clear any other privately owned facility or thing that may interfere with the construction, maintenance and operation of the improvement planned for this project, and to keep the old and new Right-of-Way free of future encroachments, except those authorized by permit.

SECTION 23. The City agrees, and shall certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with the FHWA guidelines will be acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

SECTION 24. In the event that Relocation Assistance (financial aid to those persons relocated due to the road improvement) as defined in Public Law 91-646 (42 U.S.C. 4601) as amended, 49 CFR 24, and Neb.Rev.Stat. §76-1214 through 76-1238 (Reissue 1996), is required for this improvement, the City shall enter into an appropriate agreement with the State in order that the State may perform the necessary and required relocation assistance functions. All relocation assistance services furnished by the State in this connection will be part of the cost of the project and the State's expenses will be deducted from the Federal monies received prior to reimbursement to the City.

SECTION 25. Traffic control during project construction must conform to the Manual on Uniform Traffic Control Devices. Before final acceptance of the project by the State, all signing and marking must be in conformance with the current Manual on Uniform Traffic Control Devices.

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

EXECUTED by the City this _____ day of _____, 2005.

WITNESS:
RaNae Edwards

CITY OF GRAND ISLAND
Jay Vavricek

City Clerk

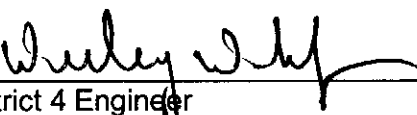
Mayor

EXECUTED by the State this _____ day of _____, 2005.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
James J. Knott, P.E.

Roadway Design Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.

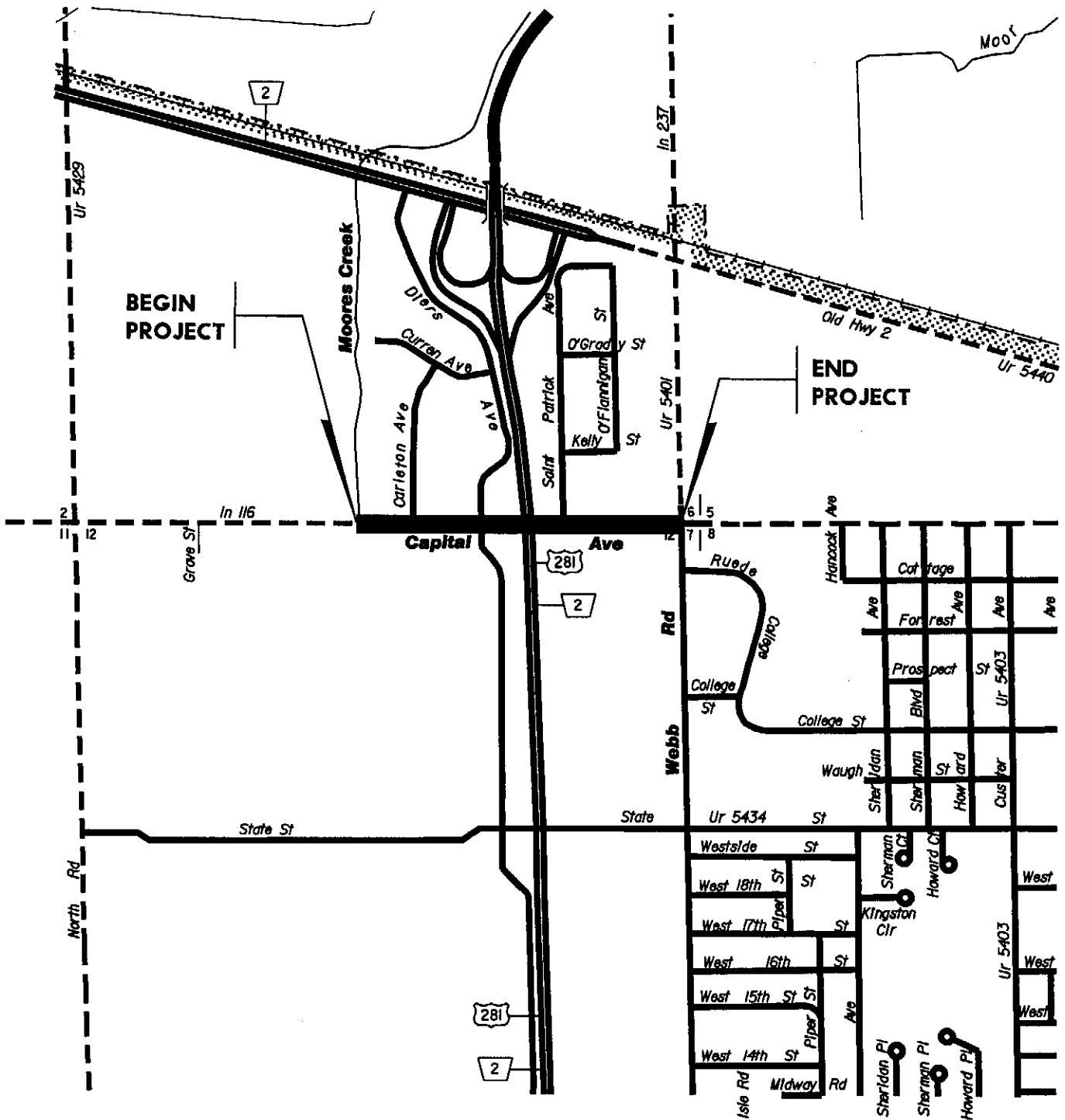


District 4 Engineer

AGR8-NM

GRAND ISLAND

HALL COUNTY
NEBRASKA



STPAA-5436 (4)
C.N. 42427

EXHIBIT "A"

RESOLUTION 2005-240

WHEREAS, the City of Grand Island intends to widen Capital Avenue from the Moores Creek Drainway easterly to Webb Road to accommodate increased traffic; and

WHEREAS, such project will include upgrading the storm sewer system, sidewalks, street lighting, widening of the roadway, and the addition of right and left turn lanes; and

WHEREAS, the total cost of nonbetterment utility rehabilitation, construction and construction engineering is estimated to be \$3,800,000, with 80% of such costs being paid with federal funds; and

WHEREAS, the City's share of such project is 20% of the actual eligible costs or approximately \$760,000; and

WHEREAS, the City will use federal funds for 80% of its costs; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project, known as Project No. STPAA-5436(4).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the program agreement with the Nebraska Department of Roads for the widening of Capital Avenue from Moores Creek Drainway easterly to Webb Road is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G13

#2005-241- Approving Agreement for Construction Engineering Services for Two Bridges on So. Locust Street North of Interstate 80

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director
Dale Shotkoski, Assistant City Attorney

Meeting: August 23, 2005

Subject: Approving Agreement with TranSystems Corporation to provide Construction Engineering Services on two Locust Street bridges north of Interstate 80

Item #'s: G-13

Presenter(s) Steven P. Riehle, Public Works Director

Background

All engineering services agreements must be approved by the city council.

Two northbound bridges are being built in preparation for adding two northbound lanes to the existing two-lane roadway. The concrete pavement for the two additional lanes is currently scheduled for 2007 and will make the facility into a full four-lane roadway from Interstate 80 to Grand Island.

The Engineering Division of the Public Works Department, in coordination with the Nebraska Department of Roads (NDOR), issued a Request For Proposals (RFP) for an engineering consultant to perform design and construction engineering services for the northbound bridges over two channels of the Platte River. An agreement with TranSystems Corporation of Omaha, Nebraska to perform the design engineering work was negotiated by city staff in conjunction with the NDOR and approved by council.

Discussion

Bids were opened for the bridges and construction will soon start. Since the city engineering staff does not have the time or expertise to perform the construction engineering services on this federal aid project, an agreement with TranSystems was negotiated by city staff in conjunction with the NDOR.

The agreement format is prepared by the NDOR with work to be performed at actual costs with a maximum dollar amount. There are sufficient funds available in the Public Works account No. 40033530-90059.

Alternatives

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

1. Approve the agreement with TranSystems Corporation of Omaha, Nebraska to provide construction engineering services for the South Locust Bridges.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the City Council approve the agreement with TranSystems Corporation of Omaha, Nebraska to provide construction engineering services for the South Locust Bridges at actual costs with a maximum dollar amount.

Sample Motion

Move to approve agreement with TranSystems Corporation of Omaha, Nebraska to provide construction engineering services for the South Locust Bridges.

ENGINEERING AGREEMENT

PROJECT NO. STPAA-2235(4), CONTROL NO. 42169

CITY OF Grand Island

TranSystems Corporation

CONSTRUCTION ENGINEERING SERVICES

South Locust St. Bridges over channels of Platte River/Northbound - two bridges

THIS AGREEMENT, entered into by and between the firm of TranSystems Corporation hereinafter referred to as the "Consultant", and the City of Grand Island, Nebraska, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is planning to construct two bridges, and

WHEREAS, the work will be done under the project designation of Project No. STPAA-2235(4), and

WHEREAS, Federal regulations provide that the State shall have the responsibility for the construction of all Federal-aid projects, and will be responsible for insuring that such projects receive the same degree of supervision and inspection as projects constructed under a contract let and directly supervised by the State and that the project is completed in conformity with approved plans and specifications, and

WHEREAS, the City and State do not have sufficient personnel available for such supervision and inspection, and

WHEREAS, the City may employ a consultant to provide construction engineering services, and

WHEREAS, the City agrees to provide a City employee or Consultant to be in responsible charge and direct control of the project at all times, and

WHEREAS, it is the desire of the City that the Consultant furnish project management, construction staking, inspection and field testing engineering services for this project, and

WHEREAS, the Consultant is willing to perform such work according to the terms hereinafter provided, and the Consultant does represent that it is in compliance with the Nebraska Statutes relating to the registration of professional engineers, and hereby agrees to comply with all Federal, State, and local laws and

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

SECTION 1. DEFINITIONS:

WHEREVER in this agreement the following terms are used, they will mean:

"CITY" means the City of Grand Island of the State of Nebraska, the Mayor or an authorized representative.

"STATE" means the Nebraska Department of Roads of the State of Nebraska, Lincoln, Nebraska, the Director of the Department, or an authorized representative of the Director.

The State is representing the United States Department of Transportation on this project and any reference to the "State" in this agreement means the State on behalf of the United States Department of Transportation.

"CONSULTANT" means the firm of TranSystems Corporation, whose business and mailing address is 16934 Frances Street, Suite 100, Omaha, NE 68130.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Tagge Engineering Consultants, Inc, whose business and mailing address is P.O. Box 23, Holdrege, NE 68949 AND Kleinfelder whose business and mailing address is 9312 G Court, Omaha NE 68127.

"FHWA" means the Federal Highway Administration, Department of Transportation, Washington, DC 20590, acting through its authorized representatives.

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

"PROJECT MANAGER" means that person appointed by the City to oversee the project construction and to ensure that the project is built in compliance with all the terms of this agreement and requirements for Federal funding.

"STATE REPRESENTATIVE" means an employee of the State designated by the State to review the project and to assist the City in complying with requirements for Federal funds.

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

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

To "TERMINATE" or the "TERMINATION" of this agreement will be the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined in this agreement and as determined by the City.

SECTION 2. GENERAL DESCRIPTION OF SCOPE AND CONTROL OF THE WORK:

The Consultant shall, upon receipt of Notice to Proceed, perform all the project management, construction staking, inspecting and field testing services required under this agreement for Project STPAA-2235(4), South Locust St. Bridges over channels of Platte River/Northbound - two bridges, in Hall County, Nebraska, as outlined in the attached EXHIBIT "A", Consultant's Proposal, attached and made a part of this agreement.

The services in order to remain eligible for Federal funding must be performed to the satisfaction of the City and State and in accordance with State and Federal applicable publications and regulations.

The Consultant has furnished a personnel chart or list in EXHIBIT "A". Any major deviation from or revision in the classifications or personnel shown in the chart or list must receive the prior approval of the City. All personnel replacements must be made with persons of equal ability or experience and failure to provide capable replacements to keep the work on schedule will be cause for termination of this agreement, with settlement to be made as provided for in this agreement.

The Consultant's services include, but are not limited to project management, advance staking, conducting the preconstruction conference, staking and inspection during project construction, preparing As-Built plans, progress computations, final computations, and preparing contractor change orders.

The Consultant, its Subcontractors or their employees shall not perform any work on the project that is the responsibility of the construction contractor.

SECTION 3. TIME OF BEGINNING AND COMPLETION:

The City will issue the Consultant a written Notice-to-Proceed after this agreement is approved by the State. Any work or services performed on the project prior to the Notice-to-Proceed date is not eligible for reimbursement.

The Consultant shall complete all work required under this agreement in a satisfactory manner within 45 calendar days after acceptance of the project by the City and State. Any costs incurred after the completion deadline are not eligible for reimbursement unless the City has approved an extension of time.

SECTION 4. IT IS MUTUALLY AGREED THAT:

- (A) The City and State retain the right to perform any services on this project with their own staff.
- (B) The State's District Engineer will assign a state employee from the District to be the State Representative for the project. The State Representative will assist the City in

complying with the construction contract, design plans, scope of work or services, federal and state regulations, statutes, etc. in order that federal funds can be expended on this project. The Representative will review the project for compliance for federal funds, and will notify the city that project is acceptable or unacceptable. If the representative determines the project is unacceptable, the Representative will notify the City in writing, stating why the work is not in compliance with the requirements, etc., and that federal funds for the project are considered in jeopardy.

- (C) The Consultant shall advise the State's Highway Disadvantaged Business Coordinator when it appears any Disadvantaged Business Enterprise (DBE) is in need of assistance. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Plans and Specifications.
- (D) Prior to the start of construction, the Consultant shall respond and be on the project with no more than 24 hours written notice by the City. The Consultant in cooperation with the City shall closely coordinate the number of people the Consultant will provide for the required staking, inspection, and field testing operations.
- (E) The performance of all work under this agreement will be subject to the inspection and approval of the City and State and must be in accordance with the Construction Contractor's working schedule.
- (F) The Consultant shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated in this agreement.
- (G) The completion time will not be extended because of any avoidable delay attributed to the Consultant but delays attributed to the Contractor, City or State will constitute a basis for an equivalent extension of time.
- (H) Whenever possible, the sampling and testing frequency and methods of construction must be done according to the current State of Nebraska Materials and Sampling Guide, and the State Standard Methods of Tests (www.dor.state.ne.us), the special provisions of the construction contract, or as may be directed by the State Representative. If the Guide does not apply or cannot be followed for some good reason, then the Consultant shall follow the direction of the State Representative in regards to what needs to be done to provide a satisfactory result for the project.

SECTION 5. FEES AND PAYMENTS:

- A. For performance of the work as outlined in this agreement, the consultant will be paid a fixed-fee-for-profit of \$4,477.97, as defined in paragraph D of this section, and up to a maximum amount of \$103,443.99 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$152,701.62.
- B. The Consultant is responsible for determining if its actual costs will exceed the maximum amount stated above. If at any time during this project, the Consultant determines that its costs will exceed, or have exceeded, the maximum amount stated above, the consultant must immediately notify the City in writing and describe which costs are causing the overrun and the reason. The Consultant must also estimate the additional costs needed to complete the work. The City will then determine if the maximum amount is to be increased, and prepare a supplemental agreement. The City will not be obligated for costs in excess of the maximum amount not approved in advance.
- C. The City is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date as stated in this agreement.
- D. The fixed fee is computed upon the direct salary or wage costs, indirect salary costs, indirect non-salary costs, and direct payroll additives. The fixed fee is not allowable upon direct non-salary costs.
- E. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs

Direct labor costs are the wages paid to employees for the time they are working directly on the project. For hourly employees, the Consultant shall bill the project at the employee's straight time hourly rate for regular hours worked and at 150% of the employee's straight time hourly rate for overtime hours paid to the employee in accordance with the Consultant's overtime policy. Regular hours must be defined as forty hours of work per calendar week performed on this project. Any hours performed by hourly employees over forty hours on this project per calendar week, will be eligible for overtime wages at 150% of the employees straight time hourly rate. When overtime is included in the Consultant's overhead rate calculation, the Consultant shall not bill overtime as a direct labor cost. For salaried employees, the Consultant shall determine the

hourly earnings rate by dividing the employee's fixed annual compensation by the number of hours normally expected to be worked that year. In those pay periods when the salaried employee works more hours than normally expected and does not receive additional compensation at least equal to the normally expected hourly rate, the rate for the pay period will be determined by dividing the actual compensation by the actual hours reported.

The rates shown herein for direct labor are rates estimated to be in force at the mid-point of the contract for the purpose of estimating the hourly cost of the work. The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs

Charges in this category include per diem expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this contract and other similar items. Payment for these items must be made on receipted invoices, whenever possible, or on certified billings of the Consultant.

(3) Overhead Costs

Overhead costs include indirect salary costs, indirect non-salary costs, and direct salary additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section.

(4) Payments and Retention

The Consultant should submit a copy of invoices to the City at monthly intervals. The invoices must present actual direct labor with regular hours and overtime hours itemized, actual overhead, and actual direct non-labor costs, as well as a prorated amount of the fixed fee for profit based upon the actual direct labor and overhead costs billed for that period relative to the Consultant's estimated total direct labor and indirect overhead costs, until 100 percent of the fixed fee for profit has been billed. The fixed fee for profit amount on the final invoice should be the difference between 100 percent of the agreed-upon fee and the total amount previously billed. The invoices must identify the hours worked and each individual's actual labor cost. The Consultant shall itemize direct non-labor expenses and provide a complete description of each item billed.

Monthly invoices must include a progress report which indicates the percent of work completed during the period, until the work is complete.

The Consultant will be paid 100% of actual cost and 100% of the fixed fee for profit until 90% of the fixed fee has been paid. The final 10% of the fixed fee for profit will be retained until completion of the work, acceptance by the City and State and a final audit if determined necessary by the State.

The City will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the City determines that the work is satisfactory.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the City for all claims and liability to the Consultant, its representatives and assigns, for any and all things done, finished, or relating to the services rendered by or in connection with this agreement or any part thereof. The Consultant agrees to reimburse the City for any overpayments discovered by the City or its authorized representative. The Consultant shall maintain, and also require that any Subconsultants/Subcontractors maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. Such materials must be available for inspection by the City, State, FHWA, or any authorized representative of the State and

federal government, and the Consultant shall furnish copies to those mentioned in this section, when requested.

SECTION 6. CHANGE OF PLAN, ABANDONMENT, SUSPENSION AND TERMINATION:

In the event the Construction Contractor does not complete the work within the contract completion date of October 15, 2006, the total contract amount may be adjusted by a supplemental agreement to establish the compensation to be made for services performed after expiration of the time allowance as adjusted or extended in accordance with the Specifications.

City authorized changes in the scope of services, which increase the work hours or services required of the Consultant, will provide the basis for an extension of time.

Additions to the scope of services, if approved by the City, will require negotiation of a supplemental agreement. For any work beyond the scope of services, the Consultant will be required to document the additional work, estimate the cost to complete the work and receive approval from the City before beginning the work. Any of the work performed prior to approval will be done at the expense of the Consultant.

The City can abandon the project or change the general scope of work at any time and such action on its part will in no event be deemed a breach of contract.

The City can suspend or terminate work under this agreement at any time. The City will give the Consultant seven days written notice of the suspension or termination. If the City abandons the work, or subtracts from the work, suspends the work or terminates the work as presently outlined, the Consultant will be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the City can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the City will consider the work performed by the consultant prior to abandonment or termination to the total amount of work contemplated by this agreement.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, will be the property of the City and the Consultant shall immediately deliver all documents to the City. All reports, records, results and working papers arising from the work of the Consultant will be the property of the City. The Consultant shall not release or make use of same for any purpose whatever without the specific written permission of the City.

The Consultant will be compensated for any leased or rented equipment required on the project for the remaining time of a lease or rental contract up to a maximum time of thirty days from the date of written suspension or termination, less any credit the Consultant receives from the lessor, provided that the Consultant cannot utilize the equipment on another project.

SECTION 7. PROFESSIONAL CARE:

The Consultant understands that the City will rely on the professional performance and ability of the Consultant. Any examination by the City or the State, or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant that would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further acceptance or approval of any of the plans or work of the Consultant by the City and State or of payment, partial or final, will not constitute a waiver of any rights of the City to recover from the Consultant damages that are caused by the Consultant due to error, omission or negligence of the Consultant in its work. If the Consultant discovers errors in its work, the Consultant shall notify the City within seven days. Failure of the Consultant to notify the City will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the City caused by error, omission or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the City.

SECTION 8. CITY TO FURNISH

- (1) Project Manager or City contact person to assist the Consultant as required by the State.
- (2) Two sets of project construction plans.

SECTION 9. CONSULTANT TO FURNISH OR PERFORM:

The Consultant shall furnish and do the following items and services:

- (1) Hard hats or orange ball caps when hard hats are not required, orange vest or orange shirt, safety-toed shoes, eye and ear protection and will wear them when on the project site. Projects associated along railroad areas may restrict the use of hard hats, ball caps, vests or shirts of certain colors. The Consultant shall coordinate with the State Representative and the railroad company as to specific project requirements for that railroad area.

- (2) All sampling and testing as required in the current State Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us) or applicable AASHTO or ASTM procedures.
- (3) All portable surveying signs, consultant to install and remove.
- (4) Submit copies of the field tests each week to the City's Project Manager and State Representative.
- (5) Prepare contractor change orders.
- (6) Construction stakes, nails and flagging material for survey party.
- (7) Plant inspection of concrete materials for project.
- (8) Calibrate and check testing and sampling equipment prior to commencing work.
- (9) Project signing plan.
- (10) Signs, and check reflectivity of barricades.
- (11) Holiday detector.
- (12) The Consultant shall perform all required services under the direct supervision of a registered Professional Engineer licensed to practice in the State of Nebraska.
- (13) Prepare and keep: detailed notes, computations and measurements, records of quantities of pay items used in the work, records of those materials entering the work site, the tests or basis of acceptance of these materials, and a daily record of the contractor's operation and project work. Also, included will be Wage Interview Reports, working day reports, contractor progress estimates, contractor payrolls and statements of compliance and evaluation reports of the contractor. The wage interview report needs to be completed every six months.
- (14) Provide copies of the reports, estimates, statement, and evaluations to the City and the State Representative as per their desired schedule.
- (15) Project staking including, but not limited to staking the centerline, bench levels, control point tie out, and construction reference points, and final measurements.
- (16) Upon completion of the work, the Consultant shall prepare As-Built plans in black ink on full size plan sheets and a summary of the final quantities of all contract items, which together with all original notes, computations, measurements, and records outlined in this agreement for submittal to the City.
- (17) The Consultant shall certify in writing as to the completeness of the reports, verifications and analyses, and shall affix to the summary sheets the signature of a Professional Engineer employed by the Consultant licensed to practice in the State of Nebraska.

- (18) The Consultant shall deliver the completed As-Built plans and the final quantities, related documents to the City no later than forty-five calendar days after the City and State accept the construction of this project.

If the delivered As-Built plans and the final quantities are not complete or accurate to the satisfaction of the City and State, the City will return them to the Consultant for correction and completion. The Consultant shall make the corrections without expense to the City and return them to the City within ten working days from the date of receipt. Additional work required to complete previous incomplete submittals will be paid for according to the FEES AND PAYMENTS section in this agreement. The time used by the City to review the As-Built plans and the final quantities or any delays not attributable to the Consultant will not be counted in determining the calendar days the Consultant used in completing the As-Built plans and the final quantities.

If the Consultant fails to deliver the acceptable completed As-Built plans and the final quantities to the City within the time frame described in this agreement, liquidated damages in the amount of \$15 dollars will be charged for each additional calendar day that the work remains uncompleted.

SECTION 10. OWNERSHIP OF DOCUMENTS

All surveys, tracings, plans, specifications, maps, computations, sketches, charts, and other data prepared and obtained under the terms of this agreement, are the City's property and the Consultant shall deliver them to the City without restriction or limitation as to further use.

SECTION 11. FORBIDDING USE OF OUTSIDE AGENTS:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit to secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this agreement. For breach or violation of this warranty, the City can annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

SECTION 12. NON-RAIDING CLAUSE:

The Consultant shall not engage the services of any person or persons presently in the employ of the City or State for work covered by this agreement without the prior written consent of the employer of such persons.

SECTION 13. GENERAL COMPLIANCE WITH LAWS:

The Consultant hereby agrees to comply with all Federal, State and local laws and ordinances applicable to the work.

SECTION 14. DISPUTES:

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

SECTION 15. RESPONSIBILITY FOR CLAIMS AND LIABILITY:

The Consultant agrees to save harmless the City from all claims and liability due to the negligent activities of the Consultant or those of the Consultants, subconsultants, agents, or its employees. In this connection, the Consultant shall for the life of this agreement, carry insurance of the following types in at least the following amounts:

1. Bodily Injury and Property
 Damage with a combined
 single unit of liability of \$500,000 each occurrence
or Bodily Injury
 General and Automobile \$250,000 each person
 General and Automobile \$500,000 each occurrence
 Property Damage
 General and Automobile \$250,000 each occurrence
 General \$ 500,000 aggregate
2. Workmen's Compensation - Statutory

The insurance referred to in Number 1 above must be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Consultant may at its option provide the limits of liability as set out above by a combination of the above described policy forms and excess liability policies. The Consultant shall furnish proof of insurance coverage to the City.

SECTION 16. SUCCESSORS AND ASSIGNS:

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

SECTION 17. DRUG-FREE WORKPLACE POLICY:

The Consultant shall have on file with the State an acceptable drug-free workplace policy.

SECTION 18. FAIR EMPLOYMENT PRACTICES ACT:

The Consultant agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Sections 48-1101 through 48-1126, Nebraska Revised Statutes (Reissue 1998), which is hereby made a part of and included in this agreement by reference.

SECTION 19. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 20. DISADVANTAGED BUSINESS ENTERPRISES:

(A) Policy

The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR 26 will have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and incorporated by this reference into this agreement.

(B) Disadvantaged Business Enterprise Obligation

The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR 26 have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure the disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

Failure of the Consultant to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the City and State.

The SUBLETTING ASSIGNMENT OR TRANSFER section of this agreement further explains the Consultant's responsibility in ensuring that disadvantaged business enterprises have the maximum opportunity to compete for subcontracts.

SECTION 21. NONDISCRIMINATION:

- A. **Compliance with Regulations:** During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. **Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraph A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the State enter into such litigation to protect the interests of the State, and in addition, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

SECTION 22. SUBLETTING ASSIGNMENT OR TRANSFER:

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

If the Consultant chooses to utilize any Subconsultant for work covered under this agreement, the Consultant shall enter into an agreement with the Subconsultant. All Subconsultant agreements for work covered under this agreement in excess of \$10,000.00 shall contain all required provisions of this agreement. No right of action against the City shall accrue to any Consultant by reason of this agreement.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts. Any written request to sublet any other work must include documentation of efforts to employ a minority business enterprise.

SECTION 24. CONFLICT OF INTEREST

By signing this agreement, the Consultant certifies that it has no financial or other interests in the outcome of this project.

SECTION 25. CONSULTANT CERTIFICATION:

The Consultant hereby certifies that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, current, and subject to adjustment, if required, as provided by Sections 81-1701 through 81-1721, Nebraska Revised Statutes (Reissue 1994).

After being duly sworn on oath, I do hereby certify that except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- a) has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
- b) has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- c) has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

Certification Regarding Debarment, Suspension, and Other

Responsibility Matters - Primary Covered Transactions

Instructions for Certification

1. By signing this Agreement, the Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to

enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may terminate this agreement.
4. The Consultant shall provide immediate written notice to the City if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6. The Consultant agrees that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City before entering into this agreement.
7. The Consultant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the City or State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the City may terminate this agreement.

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

- A. The Consultant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 - (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

SECTION 26. CERTIFICATION OF CITY:

After being duly sworn on oath, I Jay Vavricek , Mayor, by signing this agreement do certify that the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the State and FHWA in connection with this agreement involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

SECTION 27. ALL ENCOMPASSED:

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements, either oral or written hereto.

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

STATE OF _____)
)ss.
_____ COUNTY)

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

EXECUTED by the Consultant this 29 day of July, 2005.

TranSystems Corporation

Ray Herweg, PE

Vice President
Title_____

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public

EXECUTED by the City this _____ day of _____, 2005.

WITNESS: THE CITY OF GRAND ISLAND, NEBRASKA

RaNae Edwards, City Clerk

Jay Vavricek, Mayor

STATE OF NEBRASKA
DEPARTMENT OF ROADS
James J. Knott, P.E.

Roadway Design Engineer

Date



August 19, 2005

Steven P. Riehle, P.E.
Director of Public Works
Public Works Department
City of Grand Island
100 East First Street, Box 1968
Grand Island, NE 68802-1968

Re: Schedule of Services for Construction Inspection
South Locust Street over Channels of Platte River South of Grand Island - two bridges
PROJECT NO. STPAA-2235(4)
CONTROL NO. 42169
Structure No. C004004120R
Structure No. C004004125R

Dear Mr. Riehle:

TranSystems Corporation is pleased to submit this proposal to provide construction inspection services for the City of Grand Island on the above referenced Project.

This proposal details the services TranSystems proposes to perform for the City of Grand Island in connection with the Project, the pricing at which TranSystems proposes to perform these services, the schedule for completing these services and the assumptions upon which TranSystems has based this proposal.

A. PROJECT DESCRIPTION

This project includes construction inspection for the construction of two structures on South Locust Street, south of the City of Grand Island, in Hall County, Nebraska.

Structure No. C004004120R, (bridge over Secondary South Channel of the Platte River)

Structure No. C004004125R, (bridge over Middle Channel of the Platte River)

B. SCHEDULE OF SERVICES BY TRANSYSTEMS

In connection with the above referenced Project, TranSystems shall perform for the City of Grand Island the following described Services:

1. Attend construction meetings including: project kickoff meeting, pre-construction meeting, periodic construction meetings and significant event meetings.
2. Construction inspection of precast concrete elements during fabrication.

Steven P. Riehle, P.E.
City of Grand Island
July 29, 2005

3. Prepare Contractor change orders.
4. Prepare monthly progress reports.
5. Prepare As-Built plans upon completion of the project.
6. Approve Contractor invoices prior to payment by City.
7. Conduct final walk-through and final acceptance of completed bridges for conformance to bridge plans.

C. SCHEDULE OF SERVICES PROVIDED BY SUBCONSULTANTS

In connection with the above referenced Project, Kleinfelder and Tagge Engineering Consultants, Inc shall perform for the City of Grand Island the following described services per their proposal:

See attached subconsultant agreements for services to be performed by subconsultants.

D. APPLICABLE PUBLICATIONS

1. LRFD Specifications for Highway Bridges, (AASHTO) (2nd Edition, 2002 Interim)
2. State of Nebraska, Dept. of Roads, Standard Specifications of Highway Construction (1997) and supplemental specifications.
3. Nebraska Dept. of Roads' Bridge Office Policies and Procedures Manual.
4. NDOR 2002 Construction Manual.

E. SUBMITTALS

1. Monthly progress reports containing inspector's field notes, photos and progress according to project schedule.
2. Final as-built bridge plans.
3. Final report from Tagge Engineering Consultants, Inc containing results of all material testing and inspection concrete, rebar and piles.
4. Final acceptance letter documenting conformance of construction to plans and specifications.

F. SCHEDULE

The schedule will be dependent on contractor's project schedule and progress.

G. ASSUMPTIONS

This proposal and TranSystems' agreement to perform the Services is based upon, and subject to, the following assumptions:

Steven P. Riehle, P.E.
City of Grand Island
July 29, 2005

1. The inspection hours are based on construction duration of 13 months.

H. COMPENSATION

As compensation for the performance of the above described Services, TranSystems will be reimbursed by the City of Grand Island for actual costs incurred plus a fixed fee. The estimated costs shown include direct expenses as shown in the cost breakdown, labor, overhead and fixed fee based on an hourly basis. The total estimated contract is \$152,701.62 as shown in Exhibit "A" unless supplemental agreements are added to the contract. A detailed breakdown of the costs is included in Exhibit "A". Invoices will be sent monthly to the City of Grand Island and will be based on the costs incurred at the time of billing.

We sincerely appreciate this opportunity to work with the City of Grand Island.

Please call us if you have any questions about this proposal.

Sincerely yours,
TRANSYSTEMS CORPORATION

Samar Gogoi, PE, SE
Project Manager

Raymond Herweg, PE
Project Principal

South Locust Street Bridges (Structure Numbers C004004120R, C004004125R)

Project Name:	South Locust Street			
Project Number:	STPAA-2235(4)	Control Number:	42169	
Bridge Ref. Post:	190.41			
Consultant:	TranSystems			
	Feature Crossing:	Platte River	Bridge Length (Abt. to Abt.):	250'-7" & 240'-7"
Project Description	No. of Spans:	5 & 4	Skew:	20 degrees
	Vert. and / or Horz' Alignments:	Yes	Alt. Design:	No
	Pier / Bent:	Bent	Abut. Type:	Turn Down
	Bridge Width (out to out):		Superstructure Type:	Inverted Tee
			Widening / New:	New

Inspection Task	Principal	Project Manager	Project Engineer	Technician	Total
Project Management (6%)	12	18			30
Meetings:					
Project Kickoff Meeting	8	8	8		24
Preconstruction meeting (1)	8	8	8		24
Field Trips (36)		130	162		292
Inspection Tasks					
Plant Inspection (3)		8	16		24
Significant Event Inspection (6)		24	24		48
Shim Calculation			16		16
Shop Drawing Review			16		16
As-Built Plans		8	12	24	44
Totals	28	196	262	24	510

Summary of Hours and Costs

	Hours	Rate	Total
Project Principal	28	\$ 58.20	\$ 1,629.60
Project Manager	196	\$ 40.20	\$ 7,879.20
Project Engineer	262	\$ 28.40	\$ 7,440.80
Technician	24	\$ 24.00	\$ 576.00
Total	510		\$ 17,525.60
TranSystems Total Labor			\$ 17,525.60
TranSystems Overhead Rate (155.51%)			\$ 27,254.06
Total Labor and Overhead			\$ 44,779.66
Fixed Fee (10%)			\$ 4,477.97
Total Labor, Overhead & Fixed Fee			\$ 49,257.63
Direct Expenses			
Kleinfelder Fee			\$ 12,000.00
Tagge Engineering Consultants, Inc			\$ 87,743.99
Rental Car, Gas & Meals (\$100 x 36 trips)			\$ 3,600.00
Postage			\$ 100.00
Total Direct Expenses			\$ 103,443.99
Total Fee			\$ 152,701.62

Description	Employee	Rate	Hours	Direct Salary	Indirect Salary 1.4664	Total
DIRECT LABOR						
	Darold Tagge	51.00	20	1020.00	1495.73	2515.73
	Deryl Sorgenfrei	43.00	20	860.00	1261.10	2121.10
	Andrew Olson	11.50	770	8855.00	12984.97	21839.97
	Brian Langenberg	20.08	455	9136.40	13397.62	22534.02
	Toney Krajewski	21.80	430	9374.00	13746.03	23120.03
	Brent Cyboron	12.50	20	250.00	366.60	616.60
	Robert Stroud	14.50	20	290.00	425.26	715.26
Clerical	Carolyn Dodson	13.20	4	52.80	77.43	130.23
	Kelli Ackerman	20.44	4	81.76	119.89	201.65
	SUBTOTALS		1743.00	29919.96	43874.63	73794.59
Other Direct Expenses						
Mileage		14400 miles		0.405		5832.00
					Fixed Fee 11%	8117.40
					Total Fees	87743.99

RESOLUTION 2005-241

WHEREAS, the City of Grand Island intends to construct two bridges for northbound lanes over the Platte River channels on South Locust Street north of Interstate 80, referred to as Project No. STPAA-2235(4); and

WHEREAS, such project will require an engineering consultant to perform all the project management, construction staking, inspecting and field testing services; and

WHEREAS, the City does not have adequate personnel available to perform such construction engineering work; and

WHEREAS, the Engineering Division of the Public Works Department, in coordination with the Nebraska Department of Roads (NDOR), issued a Request for Proposals (RFP) for an engineering consultant for such project; and

WHEREAS, an agreement with TranSystems Corporation of Omaha, Nebraska to perform the construction engineering work has been negotiated by city staff in conjunction with the NDOR; and

WHEREAS, the cost of such engineering consulting work will be at actual costs with a maximum dollar amount of \$152,701.62; and

WHEREAS, an agreement with TranSystems Corporation has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Agreement with TranSystems Corporation of Omaha, Nebraska for engineering consulting work for the construction of two bridges for northbound lanes over the Platte River channels on South Locust Street north of Interstate 80, referred to as Project No. STPAA-2235(4), is hereby approved at a cost not to exceed \$152,701.62.

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, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G14

**#2005-230 - Approving Agreement with Karl & Kathy Siemon for
Installation of Sanitary Sewer Backup Device**

Staff Contact: Doug Walker, City Attorney

Council Agenda Memo

From: Legal Department

Meeting: August 23, 2005

Subject: Approving Agreement with Karl D. & Kathy M. Siemon
on Sanitary Sewer Backups

Item #'s: G-14

Presenter(s): Doug Walker, City Attorney

Background

The City Council must approve a resolution authorizing the Mayor to sign agreements.

Discussion

Karl and Kathy Siemon have experienced three sanitary sewer backups in their basement over the last several years. Wastewater Division Collection System Maintenance employees have tried numerous times to identify the cause of the backups including using television cameras, flushing and cleaning of the mains in the area, smoke testing, conducting roof drain inspections, performing storm sewer inspections, plugging manhole lid holes, etc., and have not been able to identify a cause. The Siemon's, as well as many other homes experienced sanitary sewer backups when the sanitary sewer collection system was overloaded by the infiltration into the system from the May 11th flooding.

The prior city attorney agreed that the city would pay \$1,000 towards the installation of a sanitary sewer back up prevention device on their sanitary sewer service. Without that prior commitment, the city would not be obligated to compensate the Siemon's because the backup is not due to negligence on the city's part. The agreement being presented to the council is to honor that prior commitment by the city.

Alternatives

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

1. Approve a resolution authorizing the Mayor to sign the agreement with the Siemons.
2. Disapprove authorizing the Mayor to sign the agreement.
3. Modify to meet the wishes of the Council
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the Resolution authorizing the Mayor to sign the agreement with the Siemons.

Sample Motion

Move to approve authorizing the Mayor to sign the agreement with the Siemons.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City" and KARL D. SIEMON and KATHLEEN M. SIEMON, Husband and Wife, hereinafter collectively referred to as "Siemons".

RECITALS

WHEREAS, Siemons own a home in the City of Grand Island, Nebraska, located at 254 South Kimball Avenue; and

WHEREAS, the Siemons residence is connected to the City's sanitary sewer system, and the Siemons have had sanitary sewer waste backup into their basement causing damage to their residence; and

WHEREAS, the Siemons have requested that the City provide financial assistance; and

WHEREAS, the City is willing to pay a pecuniary amount to Siemons for damages resulting from all sewer backups that have occurred on the Siemons property prior to the date of this agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. The City will pay One Thousand Dollars (\$1,000.00) in complete settlement to the Siemons for any and all damages from all occurrences where the sewer line has backed up into their residence prior to the date of this agreement.
2. The City, in making this agreement, does not admit any liability or responsibility to the Siemons, their heirs, successors or assigns for any damages done to their residence at 254 South Kimball Avenue in the City of Grand Island, Nebraska.
3. This agreement shall constitute the entire agreement between the Buyer and Seller and shall supersede any written or oral agreements to the contrary.
4. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

[illegible]

Notary Public

KATHY SIEMON

[illegible]

Notary Public

RESOLUTION 2005-230

WHEREAS, Karl D. Siemon and Kathleen Siemon own the residence at 254 South Kimball Street, which is connected to the City of Grand Island sewer system; and

WHEREAS, Karl D. Siemon and Kathleen Siemon have experienced sewer waste backups into their basement; and

WHEREAS, the prior City Attorney agreed to compensate the Siemon's for up to \$1,000 for a check ball device to help prevent future sewer backup damage; and

WHEREAS, the City has prepared an Agreement to compensate the Siemon's for \$1,000 toward a check ball device and in complete settlement for any and all prior occurrences and said agreement specifically states that the City does not admit any liability or responsibility for any damage done to the Siemon's residence at 254 S. Kimball Street.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the settlement agreement prepared by the City to compensate the Siemon's for \$1,000 in complete settlement for all prior occurrences and for the expense of installing a check ball device to prevent sanitary sewer backup damage is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G15

#2005-242- Approving Interlocal Agreement with Hall County Relative to Bookmobile

Hall County has a 40+ year history of contracting with the Grand Island Public Library and City of Grand Island for county residents' use of the library facilities including the Hall County Bookmobile. The agreement as negotiated and approved by the Hall County Board of Supervisors on July 26, 2005 provides for a \$79,050 payment by the county to the library for these services, retroactive to July 1, 2005 and effective through June 30, 2006. Last year's agreement provided for a payment of \$77,500.

Staff Contact: Steve Fosselman

Council Agenda Memo

From: City Library

Meeting: August 23, 2005

Subject: Approving Interlocal Agreement with Hall County
Relative to Bookmobile

Item #'s: G-15

Presenter(s): Steve Fosselman, Library Director

Background

Hall County has a 40+ year history of contracting with the Grand Island Public Library and City of Grand Island for county residents' use of the library facilities including the Hall County Bookmobile. A library board committee usually meets with a county board committee to negotiate a new agreement, which in some instances has been multi-year but in this instance is a single-year agreement.

Discussion

The agreement as negotiated and approved by the Hall County Board of Supervisors on July 26, 2005 provides for a \$79,050 payment by the county to the library for these services, retroactive to July 1, 2005 and effective through June 30, 2006. Last year's agreement provided for a payment of \$77,500. Also included in the agreement is the county's provision/maintenance of mobile data connection equipment and service to facilitate the bookmobile's online computer functions.

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 this interlocal agreement.

Sample Motion

Motion to approve Interlocal Agreement with Hall County Relative to Bookmobile.

RESOLUTION 2005-242

WHEREAS, Hall County desires to have comprehensive library services provided for the citizens and schools of Hall County; and

WHEREAS, Nebraska statutes provide that the County Board of Supervisors may contract for the services of a public library already established and may levy a tax for such library service in accordance with said statutes; and

WHEREAS, the Grand Island Library Board and the County of Hall intend to provide library service through the facilities of the library with the cooperation of the County of Hall; and

WHEREAS, a form of Agreement has been agreed to between the Grand Island Library Board and the County of Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement by and between the Grand Island Library Board and the County of Hall, Nebraska, for library services to the residents of Hall County is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item H1

Consideration of Request from Mark Galvan of 584 East 20th Street, Regarding Managing Girls Softball League

Staff Contact:



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item H2

Consideration of Request from Connie VanWie of 10 Kuester Lake Road, Regarding Pool Facilities

Staff Contact:

SUPPORT FOR A COMMUNITY POOL

We need facilities for our cities youth in competitive sports, fitness and exercise for all ages and aquatic therapy for our citizens with special needs. It's time to bring our swimming facilities up to standards for a city of our size.

Irene Abernathy	Lawrence Huwaldt	Jim Cannon
Bill Marshall	Michael Schuster	Less Hake
Five Points Bank	Michelle Schuster	Gene Graves
Dr. Steve Anderson	Dr. Michael J. Reilly	Barb Graves
Bosselman Inc.	Sherrel Ostwald	Dr. John Wagoner
Fred Bosselman	Roger Ostwald	Trisha Moon Beem
Dave Powers	Scott VanWie	Fonner Park
Rose Powers	Jana VanWie	Hugh Miner
Jeff Powers	Dr. Bill Marsh	Mike Gloor
Rex Beason	Ann Marsh	Bruce Schreiner
Lisa Beason	Marilyn Huebner	Vickie Schreiner
Jan Amundson	Lourdes Heuermann	Dowding Law Firm
Todd Paulsen	Gery Keck	Vince Dowding
Mary Miller	Jo Keck	Nancy Dowding
Sue Foster	Jim Jeffries	Jennifer Redman
Mid Plains Construction Co.	Kellie Jeffries	Russ Giesenhagen
Andrea Sims	Dr. Tom Werner	Sheree Giesenhagen
Judy Watson	Lynne Werner	Janice Thayer
Steve Hansen	Marie Day Martinez	Neal Gary
Judy Hansen	Su Moffett	Betty Jakob
Arladeane Urbauer	Dr. Barton Urbauer	Melanie Jakob
Lou Scobie	Willard Scobie	Wally Jakob
Tom Dinsdale	Marla Kutz	Renae Siefert
Kim Dinsdale	Bob Kutz	Mildred Panic
Bill Werner	Ruth Bernichon	Bill Panic
Bud Jeffries	Jack Bernichon	Al Panic
Jane Richardson	Shirley Anderson	Dawn Panic
Jeff Richardson	Don Preisendorf	Dr. Dean McGrath
Balz Sports Bar & Café	Donna Preisendorf	Peg McGrath
Judy Seymour	Gordon A. Svoboda	Brian Jensen
Colleen VanLangen	Terri Svoboda	Gina Clark
Nick Osborn	The Boot Barn	Gordon G. Svoboda
Shelly Vlach	Judy Watson	Jack Maloy
Robin Mettenbrink	Teresa Roush	Kim Rerucha
Margaret Morris	Russ Rerucha	Cynthia E. Hansen

Darline Abel
Helen Tracy
Howard Tracy
Janelle K. Brock
Judy Taylor
Hunter Mullen
Dr. Curtis Albers
Lisa Albers
Marcy Johnson
Pat Powers
Tom Stimson
Clifford Frymire
Donna Boersen
Vivian Dethluff
Martin Taylor

Betty F. Govier
Lisa Rerucha
Judene Schwisow
Jody Thyfault
Karen E. White
Pam Usher
Elaine Hostler
Jill Abernethy Johnson
Roger Schleicher
Chris Johnson
Virginia Frymire
Joe Stecher
Sheldon Dethluff
Karly VanWie Olson
Gene VanWie

Greg Rerucha
Greg Schaeffer
Sandra Holder
Marcia Wiles
Tom Usher
Ed Nowka
June Quaife
Dan Welch
Laura Johnson
Larry Hanson
Marie Roush
Jim Powers
Earl Boersen
Brenda Huffmann
Connie VanWie

Economic Impact

Attendance reports from meet hosts of the Phillips 66 Nationals, U.S. Open, and Olympic Trials Competitions were used to compile the following statistics. Expenses should be adjusted for your locale.

Participant Attendance

	Swimmers	Coaches	Officials
1999 Spring Nationals	855	270	120
1999 Summer Nationals	1593	580	110
1999 U.S. Open	1135	345	105
2000 Spring Nationals	951	359	107
2000 Olympic Trials	1306	400	175
2000 U.S. Open	637	204	72
2001 Spring Nationals	751	275	80
2001 Summer Nationals	953	277	105
2001 U.S. Open	1165	266	85
AVERAGE	1037	330	106

Club Attendance

1999 Spring Nationals	240
1999 Summer Nationals	330
1999 US Open	245
2000 Spring Nationals	276
2000 Olympic Trials	380
2000 U.S. Open	195
2001 Spring Nationals	254
2001 Summer Nationals	287
2001 U.S. Open	304
AVERAGE	279

Advertising Exposure (Program/Signage)

Determine your "cost per impression" by multiplying the number of attendees (including spectators) times the number of sessions. Example: 1,600 attendees x 9 sessions = 14,400 impressions.

*Check with your local convention or tourism council to determine the amount of money spent by out of town guests. Also find out how many times that money changes hands in the community. Figures may be 5-7 times. The figures are helpful when dealing with city fathers, sponsors, hotels and advertisers.

Financial Opportunities for Hosts

–USA Swimming works with the local organizing committee (LOC) on all aspects of the competition.

–The LOC has opportunities to generate revenue from the event from areas such as:

- ticket sales
- advertisement sales
- entry fees
- local sponsorships
- concessions

–USA Swimming shall retain signage, merchandise and entitlement rights in all venues where its competitions are held. Any potential conflicts MUST be noted on event applications.

Profit Information from Past Meets

	2001	2000	1999	1998
Spring Nationals	\$4,776	\$20,029	\$10,518	\$20,226
Summer Nationals/Trials*	\$32,034	\$226,540*	\$43,332	\$49,907
U.S. Open	NA	\$7,000	\$22,229	\$18,250
Zone - West	NA	NA	\$10,860	NA
Zone - East	\$3579	\$3,048	\$12,591	\$9,238
Zone - South	\$16,954	\$8,348	\$12,621	\$4,954
Zone – Central (1)	(\$6,982)	\$15,191	\$11,357	\$1,891
Zone – Central (2)	\$17,752	\$16,257	\$670	\$17,164
Speedo Champions Series				
Spring Average	NA			
Summer Average	\$7,419			

Hotel Revenues

To determine the average amount spent at these meets for accommodations we use the following formula:

$$\text{Swimmers}(1037) + \text{Coaches}(330) + \text{Officials}(106) \div \text{average \# of people per room}(2.5) \\ \times \text{length of meet in days}(5) \times \text{average cost per room}(\$90) = \text{total hotel income } (\$265,140)$$

Rental Car Revenue

It is important to consider the income from rental cars also. Prices will vary according to area and type of car. The average daily rate for a rental car/van is \$55. Indications are that most clubs rent one van or two cars. Based on these assumptions this is the formula car rental income for a 6 day meet:

$$\# \text{ clubs}(279) \times \# \text{ of cars}(1.5) \times \text{daily rate}(\$55) \times \# \text{ days}(5) = \text{total rental car income}(\$115,088)$$

Food/Miscellaneous Revenue

People attending the meet will also be purchasing meals, souvenirs and miscellaneous items. Using as an average 1037 athletes, 330 coaches and 95 additional personnel spending \$45 per day, the additional impact would reflect as follows:

$$1,367 \text{ people} \times \$45/\text{day} \times 5 \text{ days} = \$307,575$$

Summary:

1,473 athletes/coaches/officials

\$265,140	Hotels
\$115,088	Rental Cars
<u>\$307,575</u>	Food/Misc.
\$687,803	Total

These figures exclude any airport tax or landing fees paid to the site, city, or special events coordinated with amusement or water slide parks, etc.

Based on the assumption that .5 support people will travel with each athlete (parents, chaperons), consequently an additional impact of \$209,993 can be determined from the formulas used above. (Hotels - \$93,330; Food/Misc. - \$116,663)



DATE: August 11, 2005

TO: Connie VanWie

✓ FROM: Scott Hayden, Recreation Superintendent

RE: Pool Revenues & Expenses

In Kearney we have two outdoor swimming pools, Harmon Pool and Centennial Pool. Harmon Pool was originally built in the 1930's and renovated in 1989. Harmon is a 50 meter pool that includes 3 diving boards, 160 ft. waterslide, and baby pool. Centennial was built in the 1970's and was renovated in 2002. Centennial is a small family pool that has a zero depth entry, four-25 yard lap lanes, watersprays, and floatables.

In reviewing our aquatic budgets for the past 3 fiscal years the following is an average of our typical expenses and revenues. The expenses includes seasonal staff, but not full-time staff.

Expenses: \$143,000

Revenues: \$100,000

If questions, please feel free to call me at 308-233-3228.

18 EAST 22nd STREET

POST OFFICE BOX 1180

KEARNEY, NE 68848-1180

FAX (308) 234-6399

VOICE/TDD (308) 233-3215

Island Oasis

Year	Total Revenue	Total Expenses	Revenue
1993	\$ 334,952	\$ 259,312	\$ 75,640
1994	\$ 358,119	\$ 271,400	\$ 86,719
1995	\$ 361,611	\$ 256,394	\$ 105,217
1996	\$ 362,641	\$ 296,103	\$ 66,538
1997	\$ 373,768	\$ 301,242	\$ 72,526
1998	\$ 440,447	\$ 338,002	\$ 102,445
1999	\$ 445,951	\$ 347,034	\$ 98,917
2000	\$ 507,760	\$ 394,274	\$ 113,486
2001	\$ 545,572	\$ 394,070	\$ 151,502
2002	\$ 664,324	\$ 559,898	\$ 104,426
2003	\$ 622,949	\$ 501,126	\$ 121,823
2004	\$ 438,618	\$ 463,168	\$ (24,550)

I have not received a letter or report from the Hastings Park and Recreation Department. A letter should be coming soon; they did inform me they made \$30,000.00 on their water park last year.

Thank you,

Connie VanWie



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item I1

**#2005-243- Consideration of Approving 1% Increase tot he Lid
Limit**

Staff Contact: Dave Springer

Council Agenda Memo

From: David Springer, Finance Director

Meeting: August 23, 2005

Subject: Consideration of Approving 1% Increase to the Lid Limit.

Item #'s: I-1

Presenter(s): David Springer, Finance Director

Background

In 1998, the Nebraska State Legislature passed LB989, which put a cap on the amount of restricted revenues a political subdivision can budget. The restricted revenues that the City of Grand Island includes in the budget are Property Taxes, Local Option Sales Tax, Motor Vehicle Tax and State Aid. Of these restricted revenues, property tax is the only revenue which the City can control.

Discussion

Each year political subdivisions are allowed by State Statute to raise the restricted revenue base from the prior year by 2.5%. The base may also be increased if the growth in taxable valuation is higher than the allowed 2.5%. A third way to increase the base is to have the Political Subdivision governing board (City Council) vote to increase the base by an additional 1%. The base amount is then the maximum amount of restricted revenues the City can receive. If the City is not at the base amount, the remaining amount is carried forward as unused authority. The increase in restricted funds authority using the 1% additional amount and the population growth factor is **not** an increase in budgeted revenues. It only provides the ability to increase restricted revenues, particularly property tax, in a future year as necessary, if council so decides. Approval of the 1% increase does not increase authorized expenditures and is prudent fiscal management.

Alternatives

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

1. Approve the 1% increase to the Lid Limit.
2. Disapprove or deny the 1% increase.

Recommendation

City Administration recommends that the Council approve the increase to the Lid Limit.

Sample Motion

Approve the 1% increase to the Lid Limit.

LID COMPUTATION FY2005-2006

Total 2004-05 Restricted Funds	18,173,213
PLUS:	
Unused 2004-2005 restricted Funds	1,458,489
SUBTOTAL	19,631,702
Total 2005-2006 Restricted Revenues	22,382,582
LESS Restricted Funds Budgeted For:	
Capital Improvements	(8,497,292)
Bonded Indebtedness	(920,000)
Interlocal Agreements	(315,513)
Repairs Due to Natural Disaster	
Judgements	
Refunds of Property Taxes	
TOTAL 2005-2006 RESTRICTED FUNDS	12,649,777
Base Limitation	2.50%
Allowable Growth	1.50%
Additional 1%	1.00%
Total Allowable % Increase	5.00%
Initial Restricted Funds Limit	19,631,702
Allowable Dollar Amount Increase to Restricted Funds	981,585
Total Restricted Funds Authority	20,613,287
FY05-06 Restricted Funds	12,649,777
Unused Restricted Funds Authority	7,963,510

RESOLUTION 2005-243

WHEREAS, pursuant to Neb. Rev. Stat. §13-519, the City of Grand Island is limited to increasing its total of budgeted restricted funds to no more than the last prior year's total of budgeted restricted funds plus population growth plus two and one-half percent (2 1/2%) expressed in dollars; and

WHEREAS, §13-519 authorizes the City of Grand Island to exceed the foregoing budget limit for a fiscal year by up to an additional one percent (1%) increase in budgeted restricted funds upon the affirmative vote of at least 75% of the governing body; and

WHEREAS, the Annual Budget for Fiscal Year 2005-2006 and Program for Municipal Services in the Lid Computation FY 2005-2006 supported by the detail relating to restricted revenue accounts, proposes an additional increase in budgeted restricted funds of one percent (1%) as provided by the statute; and

WHEREAS, approval of the additional one percent (1%) increase in budgeted restricted funds is prudent fiscal management, does not increase authorized expenditures and is in the best interests of the City of Grand Island and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that upon affirmative vote by more than 75% of the City Council, of budgeted restricted funds for Fiscal Year 2005-2006 shall be increased by an additional one percent (1%) as provided by Neb. Rev. Stat. §13-519.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item J1

Approving Payment of Claims for the Period of August 10, 2005 through August 23, 2005

The Claims for the period of August 10, 2005 through August 23, 2005 for a total amount of \$3,447,356.07. A MOTION is in order.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item X1

Discussion Concerning Personnel Issues

ADJOURN TO EXECUTIVE SESSION:

Discussion Concerning Personnel Issues.

RETURN TO REGULAR SESSION:

Staff Contact: Brenda Sutherland