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# City of Grand Island



**Tuesday, June 9, 2015**  
**Council Session Packet**

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**City Council:**

**Linna Dee Donaldson**  
**Michelle Fitzke**  
**Chuck Haase**  
**Julie Hehnke**  
**Jeremy Jones**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Roger Steele**  
**Mark Stelk**

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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

## **Call to Order**

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

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

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## **Invocation - Pastor Rene Lopez, Iglesia de Dios, 2325 West State Street**

### **Pledge of Allegiance**

### **Roll Call**

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

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

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

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



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item E-1

**Public Hearing on Redevelopment Plan for Husker Highway  
Redevelopment Area 17 located at the Southwest Corner of U.S.  
Highway 281 and Husker Highway (Chief Industries)**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** June 9, 2015

**Subject:** Husker Highway Blight Study (Propose Area 17) C-16-2015GI

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

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

## Background

Chief Industries Inc. commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 174 to be prepared by Hanna:Keelan Associates, P.C. of Lincoln, Nebraska. The study area includes approximately 116 acres referred to as Husker Highway Redevelopment Area or CRA Area No. 17. The study focused on property at the southwest corner of U.S. Highway 281 and Husker Highway in southwest Grand Island. (See the attached map) On April 14, 2015, Council referred the attached study to the Planning Commission for its review and recommendation.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council.

## Discussion

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

### **Section 18-2109**

*Redevelopment plan; preparation; requirements.*

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



after thirty days if no recommendation is received, the governing body may make its declaration.

~Reissue Revised Statutes of Nebraska

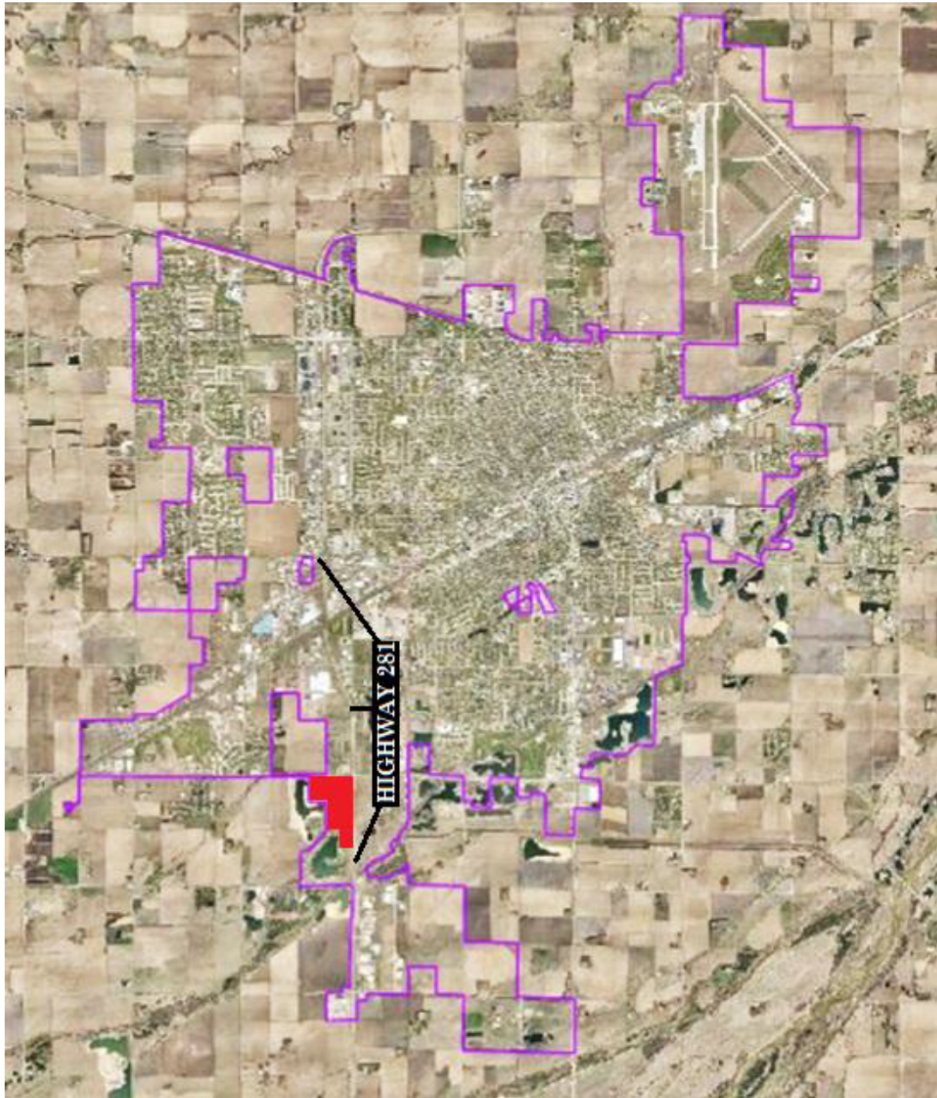
A flow chart of the blight declaration process is shown in Figure 2.

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



Grand Island has 15 areas that have been declared blighted and substandard 3,554 acres. This represents 18.57% of the area of the City. Grand Island can declare up to 35% of its municipal area blighted and substandard. If Council approves the declaration of this area as blighted and substandard 116.5 acres would be added to the blighted and substandard area in Grand Island increasing the percentage by 0.61% to 19.18% well below the 35% limitation.

# CONTEXT MAP

HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA



## Legend

-  Redevelopment Area
-  Corporate Limit Line

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

\* Lincoln, Nebraska \* 402.464.5383 \*

## ILLUSTRATION 1

Figure 1 Redevelopment Area 17 includes all properties shown in red.

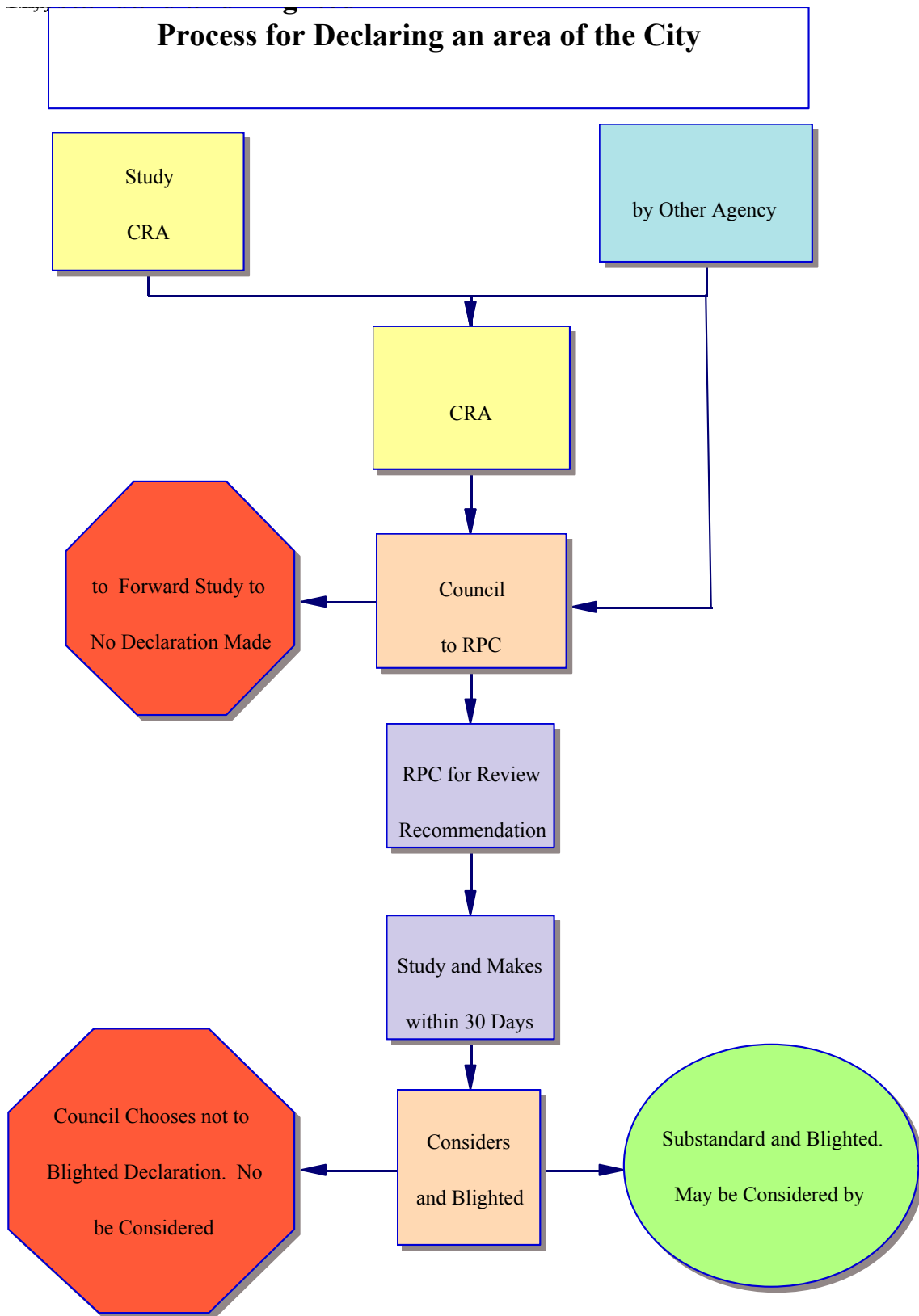


Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

# Substandard and Blighted Declaration vs. Redevelopment Plan



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

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

## OVERVIEW Continued

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

1. review the study,
2. take testimony from interested parties,
3. review the recommendation and findings of fact identified by the Planning Commission (Planning Commission did not identify any findings with their motion so none are available.)
4. make findings of fact, and
5. include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard. (Planning Commission did not provide findings of fact with their recommendation. Council can make any findings they choose regarding the study and the information presented during the public hearing to support the decision of the Council members regarding this matter.)

### **Blighted and Substandard Defined**

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

#### **Section 18-2103**

*Terms, defined.*

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

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

(11) **Blighted area** shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially

impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

~Reissue Revised Statutes of Nebraska

## **ANALYSIS**

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 5 to 9 and pages 41 and 43 of the study.

**BLIGHT FACTORS**

Of the 12 Blight Factors set forth in the Nebraska Community Development Law, nine have a strong presence in the Husker Highway Redevelopment Area. The Factors "diversity of ownership" and "tax or special assessment excluding the fair value of land" were of little or no presence of Factor. "Defective or unusual condition of title," was not reviewed. All Blight Factors are reasonably distributed throughout the Redevelopment Area.

**TABLE 2  
BLIGHT FACTORS  
HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA**

1.	A substantial number of deteriorated or dilapidated structures.	☒
2.	Existence of defective or inadequate street layout.	☒
3.	Faulty lot layout in relation to size, adequacy, accessibility or usefulness.	☒
4.	Insanitary or unsafe conditions.	☒
5.	Deterioration of site or other improvements.	☒
6.	Diversity of Ownership.	○
7.	Tax or special assessment delinquency exceeding the fair value of land.	○
8.	Defective or unusual condition of title.	NR
9.	Improper subdivision or obsolete platting.	☒
10.	The existence of conditions which endanger life or property by fire or other causes.	☒
11.	Other environmental and blighting factors.	☒
12.	One of the other five conditions.	☒
	Strong Presence of Factor	☒
	Reasonable Presence of Factor	☐
	Little or No Presence of Factor	○
	NR = Not Reviewed	NR

Source: Hanna:Keelan Associates, P.C., 2015

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## ***DETERMINATION OF REDEVELOPMENT AREA ELIGIBILITY***

The Husker Highway Redevelopment Area meets the requirements of the Nebraska Community Development Law for designation as both a "Blighted and Substandard Area." There is at least a reasonable distribution of all Four Factors that constitute the Area as substandard. Of the 12 possible Factors that can constitute an Area blighted, nine have a strong presence in the Husker Highway Redevelopment Area. Factors present in each of the criteria are identified below.

### **Substandard Factors**

1. Dilapidated/deterioration.
2. Age or obsolescence.
3. Inadequate provision for ventilation, light, air, sanitation or open spaces.
4. Existence of conditions which endanger life or property by fire and other causes.

### **Blight Factors**

1. A substantial number of deteriorated or deteriorating structures.
  2. Existence of defective or inadequate street layout.
  3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness.
  4. Insanitary or unsafe conditions.
  5. Deterioration of site or other improvements.
  6. Improper subdivision or obsolete platting.
  7. The existence of conditions which endanger life or property by fire or other causes.
  8. Other environmental and blighting factors.
  9. One of the other five conditions.
-



Although all of the previously listed Factors are at least reasonably present throughout the Husker Highway Redevelopment Area, the conclusion is that the average age of the structures, insanitary and unsafe conditions, deterioration of site or other improvements and the existence of conditions which endanger life or property by fire or other causes are a sufficient basis for designation of the Husker Highway Redevelopment Area as blighted and substandard.

The extent of Blight and Substandard Factors in the Husker Highway Redevelopment Area, addressed in this document, is presented in Tables 1 and 2, located on Pages 5 and 7 respectively. The eligibility findings indicate that the Husker Highway Redevelopment Area is in need of revitalization and strengthening to ensure it will contribute to the physical, economic and social well-being of the City of Grand Island and support any value added developments. Indications are that the Area, on the whole, has not been subject to comprehensive, sufficient growth and development through investment by the private sector nor would the areas be reasonably anticipated to be developed without public action or public intervention.

## FINDINGS FOR GRAND ISLAND

Study Area #1 has several items contributing to the Blight and Substandard Conditions these can be identified as finding of fact. These conditions include:

- Age of Structures
- Dilapidated and Obsolete Buildings
- Inadequate Street Layout
- Obsolete Platting

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

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

## Recommendation

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

### Recommend Questions for City Council

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)

- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted? Is development of adjacent property necessary to eliminate blighted and substandard conditions in the area?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?
- Will a blight declaration increase the likelihood of development/redevelopment in the near future and is that in the best interest of the City?
- What is the policy of the City toward increasing development and redevelopment in this area of the City?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

### **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

### **Planning Commission Recommendation**

The Planning Commission held a Public Hearing on this proposal at their meeting on May 6, 2015.

Nabity explained a Substandard and Blight Study was prepared for Chief Industries Inc. (Chief) by Hanna:Keelan Associates, P.C. This study is for approximately 116 acres of property in south central Grand Island, west of U.S. 281 and south of Husker Highway. The study as prepared and submitted indicates that this property could be considered substandard and blighted.

Ruge commented “this looks like a cornfield with a farmstead; he doesn’t feel that public intervention needs to be at this time.”

Haskins agreed saying that there is quite a bit of that that is just regular farmland. He noted “The part that is the just the farmstead is probably blighted, but it’s just part of it, it’s not enough to create a blighted situation in the whole thing.”

A motion was made by Ruge to not recommend approval of the Blight Study to City Council and was seconded by Haskins. (No findings of fact were identified specifically with the motion)

A roll call vote was taken with 9 members present and 6 voting in favor of not recommending approval of the study (Bredthauer, Ruge, Robb, Haskins, Sears and Kjar) 3 members voting against this motion (O'Neill, Maurer and Heckman).

### **City Administration Recommendation**

City Administration is recommending that Council approve the designation of this area as blighted and substandard. Finding to support this recommendation could include:

- The Study presented by Chief and prepared by Hanna:Keelan Associates showing that the area meets the statutory requirements to be declared blighted and substandard.
- The stated goal by past City Councils to grow the City toward U.S. Interstate 80.
  - Past Council actions supporting this goal include: the creation of a sewer assessment district south along U.S. Highway 281 and annexing the Wildwood Subdivision south of Wildwood Road on the west side of U.S. Highway 281.
- No development action has occurred on this property has not developed since it was platted for development as Ewoltd Subdivision in 2006.

### **Sample Motion**

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the development of infrastructure across the property, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 17 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation.

# ***GRAND ISLAND, NEBRASKA HUSKER HIGHWAY REDEVELOPMENT AREA.***



## **BLIGHT & SUBSTANDARD DETERMINATION STUDY & GENERAL REDEVELOPMENT PLAN**

**Prepared By:**

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### **MARCH, 2015**

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*\* Becky Hanna, Tim Keelan, Lonnie Dickson, AICP & Keith Carl \**

Grand Island, Nebraska  
Blight & Substandard Determination Study  
Husker Highway Redevelopment Area

# BLIGHT & SUBSTANDARD DETERMINATION STUDY

## *EXECUTIVE SUMMARY*

### Purpose of Study/Conclusion

The purpose of this **Blight and Substandard Determination Study** is to apply the criteria set forth in the **Nebraska Community Development Law**, Section 18-2103, to the designated **Husker Highway Redevelopment Area** in Grand Island, Nebraska. The results of this **Study** will assist the City in declaring the **Husker Highway Redevelopment Area** as both **blighted and substandard**.

### Location

The **Husker Highway Redevelopment Area** shall include all real property that is within the following boundary description, as follows:

- Ewoldt Subdivision: entire subdivision, including Lots 1-10 and Outlots A, B and C.
- Ponderosa Village Subdivision: Block 0, Lots 1-4.

Generally, the **Husker Highway Redevelopment Area** is described as follows: Beginning at the intersection of the extended west line of the Ewoldt Subdivision, or Outlot A and the north line of Husker Highway, thence east along said north line to its intersection with the east line of Section 36, Township 11 North, Range 10 West, thence south along said east line to its intersection with the extended south line of Lot 4 of Ponderosa Village Subdivision, thence west along said extended south line to its intersection with the west line of said Lot 4, thence north along said west line and continuing north along the west line of Lot 3 of said Subdivision to its intersection with northeast line of said Lot 3, thence northeast approximately 34.45 feet to its intersection with the west line of James Road, thence northwest along said west line to its intersection with the south line of Rae Road, thence west along said south line to its intersection with the extended west line of the Ewoldt Subdivision, or west line of Outlot A of same said subdivision, thence north along said extended west line across Rae Road and continuing north approximately 1,261 feet along the west line of said Outlot A to its intersection with a second south line of Outlot A, thence west approximately 827 feet along said second south line to its intersection with the west line Outlot A of the Ewoldt Subdivision, thence north along said west line to its intersection with the south line of Husker Highway, thence continuing north along an extended line of the west line of Outlot A across Husker Highway and intersecting with the north line of Husker Highway, also known as the Point of Beginning.

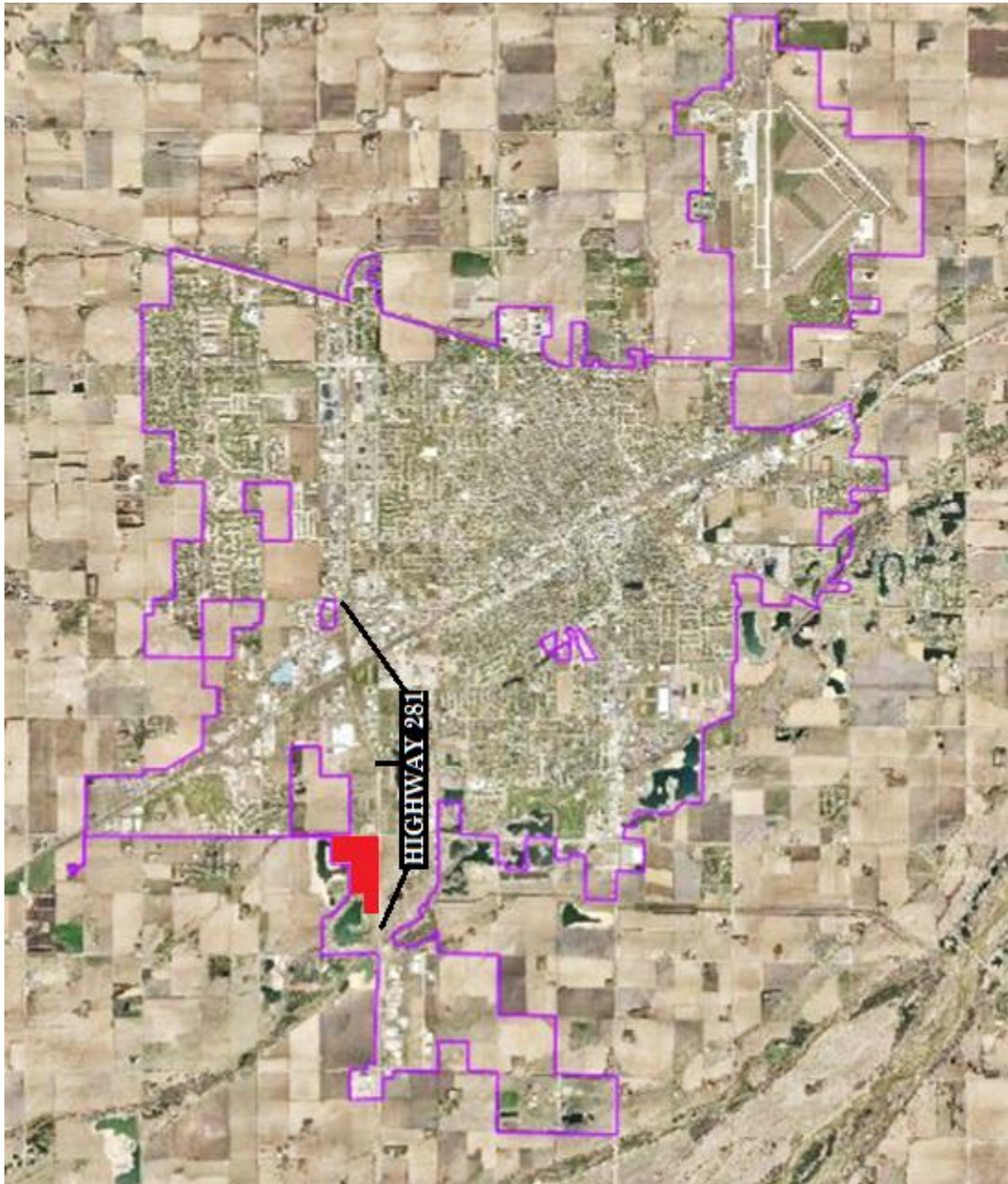
**Illustration 1, “Context Map,”** identifies the location of the **Husker Highway Redevelopment Area** in relation to the City of Grand Island. The entire **Area** is within the Corporate Limits of Grand Island. The primary streets and roads within the **Redevelopment Area** include Highway 281, Husker Highway and Rae Road.

Grand Island, Nebraska  
Blight & Substandard Determination Study  
Husker Highway Redevelopment Area



# CONTEXT MAP

HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA



## Legend

-  Redevelopment Area
-  Corporate Limit Line

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

\* Lincoln, Nebraska \* 402.464.5383 \*

## ILLUSTRATION 1

Grand Island, Nebraska  
Blight & Substandard Determination Study  
Husker Highway Redevelopment Area



This **blight and substandard evaluation** included a detailed exterior structural survey of 11 structures, a parcel-by-parcel field inventory, conversations with City of Grand Island staff and a review of available reports, documents and information from the City Website containing information which could substantiate the existence of **blight and substandard conditions**.

### ***SUBSTANDARD AREA***

As set forth in the Nebraska legislation, a **substandard area** shall mean one in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the presence of the following factors:

1. Dilapidated/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4. (a) High density of population and overcrowding; or  
(b) The existence of conditions which endanger life or property by fire and other causes; or  
(c) Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals or welfare.

### ***BLIGHTED AREA***

As set forth in the Section 18-2103 (11) Nebraska Revised Statutes (Cumulative Supplement 1994), a **blighted area** shall mean "an area, which by reason of the presence of the following factors:

1. A substantial number of deteriorated or deteriorating structures;
2. The advanced age and associated condition of structures;
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
4. Insanitary or unsafe conditions due to the age, small diameter of water mains;
5. Deterioration of site or other improvements due to nearly 40 percent of the parcels having overall site conditions rated as "fair";
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;

Grand Island, Nebraska  
Blight & Substandard Determination Study  
Husker Highway Redevelopment Area

9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability; and
12. Is detrimental to the public health, safety, morals or welfare in its present condition and use; and in which there is at least one or more of the following conditions exists;
  1. Unemployment in the study or designated blighted area is at least one hundred twenty percent of the state or national average;
  2. The average age of the residential or commercial units in the area is at least 40 years;
  3. More than half of the plotted and subdivided property in an area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
  4. The per capita income of the study or designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
  5. The area has had either stable or decreasing population based on the last two decennial censuses."

While it may be concluded the mere presence of a majority of the stated **Factors** may be sufficient to make a finding of **blight and substandard**, this evaluation was made on the basis that existing **Blight and Substandard Factors** must be present to an extent which would lead reasonable persons to conclude public intervention is appropriate or necessary to assist with any development or redevelopment activities. Secondly, the distribution of **Blight and Substandard Factors** throughout the **Husker Highway Redevelopment Area** must be reasonably distributed so basically good areas are not arbitrarily found to be blighted simply because of proximity to areas which are **blighted and substandard**.

On the basis of this approach, the Husker Highway Redevelopment Area is found to be eligible as "blighted" and "substandard", within the definition set forth in the legislation. Specifically:

**SUBSTANDARD FACTORS**

Of the **Four Substandard Factors**, set forth in the **Nebraska Community Development Law**, **three Factors** have a strong presence, while **one Factor** has a reasonable presence in the **Husker Highway Redevelopment Area**. The **Substandard Factors** present are reasonably distributed throughout the **Area**.

**TABLE 1  
SUBSTANDARD FACTORS  
HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA**

- |    |   |   |
|----|---|---|
| 1. | Dilapidated/deterioration.  | ■ |
| 2. | Age or obsolescence.  | ■ |
| 3. | Inadequate provision for ventilation, light, air, sanitation or open spaces.      | ■ |
| 4. | Existence of conditions which endanger life or property by fire and other causes. | ■ |

**Strong Presence of Factor**           ■  
**Reasonable Presence of Factor**   ■  
**No Presence of Factor**           ○  
 Source: Hanna:Keelan Associates, P.C., 2015

**Strong Presence of Factor -**

The results of the field survey identified all 11 structures in the **Husker Highway Redevelopment Area** as ***Deteriorating or Dilapidated***. This **Factor** is a **strong presence** throughout the **Area**.

Based on the results of a parcel-by-parcel field survey analysis, approximately 10, or 91 percent of the 11 total buildings are ***40+ years of age*** (built prior to 1975). The **Factor of *Age or Obsolescence*** is a **strong presence** throughout the **Husker Highway Redevelopment Area**.

The field analysis determined that the **Substandard Factor *Existence of Conditions Which Endanger Life or Property*** by fire and other causes is a **strong presence** throughout the **Husker Highway Redevelopment Area**. The primary contributing elements include the existence of wood frame buildings with wooden structural elements that are dilapidated. Additionally, the presence of privately owned and abandoned water wells, septic tanks and leach fields are a potential risk to health, safety and welfare of adjacent properties.

#### **Reasonable Presence of Factor -**

The conditions which result in ***Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Space*** are a **reasonable presence** and distributed throughout the **Husker Highway Redevelopment Area**. The presence of a privately owned, abandoned farmstead that utilized septic tanks and leach fields is a potential risk to public health, safety and welfare.

***The prevailing substandard conditions, evident in buildings and the public infrastructure, as determined by the field survey, include:***

1. Aging structures;
2. Dilapidated/deteriorated structures;
3. Privately owned access roads that are deteriorated, dirt surfaced, in poor condition and become impassible during periods of inclement weather;
3. “Fair” to “Poor” overall site conditions;
4. Wood frame buildings with wood structural elements in dilapidated condition are potential fire hazards;
5. Average age of residential structures being in excess of 40+ years of age; and

**BLIGHT FACTORS**

Of the **12 Blight Factors** set forth in the **Nebraska Community Development Law**, **nine** have a strong presence in the **Husker Highway Redevelopment Area**. The **Factors** “diversity of ownership” and “tax or special assessment excluding the fair value of land” were of little or no presence of Factor. “Defective or unusual condition of title,” was not reviewed. All **Blight Factors** are reasonably distributed throughout the **Redevelopment Area**.

**TABLE 2  
BLIGHT FACTORS  
HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA**

- |     |  |    |
|-----|--|----|
| 1.  | A substantial number of deteriorated or dilapidated structures.                      | ☐  |
| 2.  | Existence of defective or inadequate street layout.                                  | ☐  |
| 3.  | Faulty lot layout in relation to size, adequacy, accessibility or usefulness.        | ☐  |
| 4.  | Insanitary or unsafe conditions.   | ☐  |
| 5.  | Deterioration of site or other improvements.   | ☐  |
| 6.  | Diversity of Ownership.  | ○  |
| 7.  | Tax or special assessment delinquency exceeding the fair value of land.              | ○  |
| 8.  | Defective or unusual condition of title.   | NR |
| 9.  | Improper subdivision or obsolete platting.   | ☐  |
| 10. | The existence of conditions which endanger life or property by fire or other causes. | ☐  |
| 11. | Other environmental and blighting factors.   | ☐  |
| 12. | One of the other five conditions.  | ☐  |

<b>Strong Presence of Factor</b>	☐
<b>Reasonable Presence of Factor</b>	▣
<b>Little or No Presence of Factor</b>	○
<b>NR = Not Reviewed</b>	NR

Source: Hanna:Keelan Associates, P.C., 2015

**Strong Presence of Factor –**

*Deteriorated or Dilapidated Structures* are a **strong presence** in the **Husker Highway Redevelopment Area**. All 11 structures within the **Area** were documented as being in a “deteriorating-major” or “dilapidated” condition.

*Defective or Inadequate Street Layout* is a **strong presence** in the **Husker Highway Redevelopment Area**, due to the **Area** being only accessible via a long privately owned gravel surfaced access road/driveway that runs along the west side of Highway 281. The lack of available roads within the **Redevelopment Area** is a detriment to future development opportunities.

*Faulty Lot Layout* exists to a **strong presence** throughout the **Husker Highway Redevelopment Area**. Conditions contributing to the presence of this **Factor** include a subdivision platted for commercial development that never occurred, leaving individual platted lots with no access to municipal infrastructure.

*Insanitary or Unsafe Conditions* are a **strong presence** throughout the entire **Husker Highway Redevelopment Area**. Conditions contributing to this **Factor** include abandoned, privately-owned water wells, septic tanks and leach fields associated with a former farmstead and the lack of available municipal infrastructure throughout the **Redevelopment Area**.

*Deterioration of Site or Other Improvements* is a **strong presence** throughout the **Area**. Of the total two parcels examined, one had “poor” overall site conditions.

*Improper Subdivision or Obsolete Platting* is a **strong presence** throughout the **Husker Highway Redevelopment Area**. Lot sizes throughout the **Redevelopment Area** are not supportive of today’s residential or commercial development requirements.

The “*Existence of conditions which endanger life or property by fire or other causes*” is a **strong presence** throughout the **Redevelopment Area**. The lack of municipal water mains and fire hydrants threatens existing structures and properties throughout the **Area**.

A **strong presence** of “*Other environmental and blighting factors,*” is represented by the dilapidated and abandoned farm house and associated agricultural outbuildings. These factors are indicative of conditions related to the functional and economic obsolescence of the former farmstead. This land use no longer functions as a viable farming operation. Surrounding properties are also transitioning to urbanized uses, rather than agricultural.

*One of the other five conditions* involving the “average age of residential or commercial units in the area is at least 40 years” has a **strong presence**, as the existing farmstead is estimated to have been constructed circa 1905, or approximately 110 years of age.

### Conclusion

It is the conclusion of the Consultant that the number, degree and distribution of **Blight and Substandard Factors**, as documented in this **Executive Summary**, are beyond remedy and control solely by regulatory processes in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided in the **Nebraska Community Development Law**. It is also the opinion of the Consultant, that the findings of this **Blight and Substandard Determination Study** warrant designating the **Husker Highway Redevelopment Area** as "**substandard**" and "**blighted.**"

The conclusions presented in this **Study**, are those of the Consultant engaged to examine whether conditions of **blight and substandard** exist. The local governing body should review this **Study** and, if satisfied with the summary of findings contained herein, may adopt a resolution making a **finding of blight and substandard** and this **Study** a part of the public record.

## ***BASIS FOR REDEVELOPMENT***

For a project in Grand Island to be eligible for redevelopment under the **Nebraska Community Development Law**, the subject area or areas must first qualify as both a “**substandard**” and “**blighted**” area, within the definition set forth in the **Nebraska Community Development Law**. This **Study** has been undertaken to determine whether conditions exist which would warrant designation of the **Husker Highway Redevelopment Area** as a “**blighted and substandard area**” in accordance with provisions of the law.

As set forth in Section 18-2103 (10) Neb. Rev. Stat. (Cumulative Supplement 1994), a **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. Dilapidation/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4.
  - (a) High density of population and overcrowding; or
  - (b) The existence of conditions which endanger life or property by fire and other causes; or
  - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals or welfare.

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

1. A substantial number of deteriorated or deteriorating structures;
2. Existence of defective or inadequate street layout;
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
4. Insanitary or unsafe conditions;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;



9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability;
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
  1. Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average;
  2. The average age of the residential or commercial units in the area is at least 40 years;
  3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
  4. The per capita income of the designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
  5. The area has had either stable or decreasing population based on the last two decennial censuses.

The Consultant for this **Blight and Substandard Determination Study** was guided by the premise that the finding of **blight and substandard** must be defensible and sufficient. Evidence of the presence of the previously listed **Factors** should exist so members of the City Council of Grand Island (local governing body), acting as reasonable and prudent persons, could conclude public intervention is necessary or appropriate. Therefore, each factor was evaluated in the context of the extent of its presence and the collective impact of all **Factors** found to be present.

Also, these deficiencies should be reasonably distributed throughout the **Husker Highway Redevelopment Area**. Such a "reasonable distribution of deficiencies test" would preclude localities from taking concentrated **areas of blight and substandard conditions** and expanding the areas arbitrarily into non-blighted/ substandard areas for planning or other reasons. The only exception which should be made to this rule is where projects must be brought to a logical boundary to accommodate new development and ensure accessibility, but even in this instance, the conclusion of such areas should be minimal and related to an area otherwise meeting the reasonable distribution of deficiencies test.

## ***THE STUDY AREA***

The purpose of this **Study** is to determine whether all or part of the **Husker Highway Redevelopment Area** in Grand Island, Nebraska, qualifies as a **blighted and substandard area**, within the definition set forth in the **Nebraska Community Development Law**, Section 18-2103.

The **Husker Highway Redevelopment Area** shall include all real property that is within the following boundary description, as follows:

- Ewoldt Subdivision: entire subdivision, including Lots 1-10 and Outlots A, B and C.
- Ponderosa Village Subdivision: Block 0, Lots 1-4.

Generally, the **Husker Highway Redevelopment Area** is described as follows: Beginning at the intersection of the extended west line of the Ewoldt Subdivision, or Outlot A and the north line of Husker Highway, thence east along said north line to its intersection with the east line of Section 36, Township 11 North, Range 10 West, thence south along said east line to its intersection with the extended south line of Lot 4 of Ponderosa Village Subdivision, thence west along said extended south line to its intersection with the west line of said Lot 4, thence north along said west line and continuing north along the west line of Lot 3 of said Subdivision to its intersection with northeast line of said Lot 3, thence northeast approximately 34.45 feet to its intersection with the west line of James Road, thence northwest along said west line to its intersection with the south line of Rae Road, thence west along said south line to its intersection with the extended west line of the Ewoldt Subdivision, or west line of Outlot A of same said subdivision, thence north along said extended west line across Rae Road and continuing north approximately 1,261 feet along the west line of said Outlot A to its intersection with a second south line of Outlot A, thence west approximately 827 feet along said second south line to its intersection with the west line Outlot A of the Ewoldt Subdivision, thence north along said west line to its intersection with the south line of Husker Highway, thence continuing north along an extended line of the west line of Outlot A across Husker Highway and intersecting with the north line of Husker Highway, also known as the Point of Beginning.

**Illustration 1, “Context Map,”** identifies the location of the **Husker Highway Redevelopment Area** in relation to the City of Grand Island. The entire **Area** is located within the Corporate Limits of Grand Island. The primary streets and roads within the **Redevelopment Area** include Highway 281, Husker Highway and Rae Road.

Major land uses in the **Husker Highway Redevelopment Area** consist, primarily, of vacant agricultural land, including farmstead residential. These land uses are highlighted in **Illustration 2**. The **Redevelopment Area** contains an estimated 116.5 acres, of which 19.8 acres, or approximately 17 percent of the **Area** has been developed.

The major roadways within and bordering the **Husker Highway Redevelopment Area** are Husker Highway to the north and Highway 281 along the eastern perimeter of the **Redevelopment Area**. Rae Road separates the Ewoldt and Ponderosa Village Subdivisions.

**Table 3** identifies the estimated **existing land uses** within the **Redevelopment Area**, in terms of number of acres and percentage of total for all existing land uses.

**TABLE 3  
EXISTING LAND USES  
HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA**

<u>Land Use</u>	<u>Acres</u>	<u>Percent</u>
Vacant/Agriculture	96.7	83.0%
Farmstead Residential	4.8	4.1%
<u>Streets / Highways</u>	<u>15.0</u>	<u>12.9%</u>
<b>Total Acreage</b>	<b>116.5</b>	<b>100.0%</b>

Source: Hanna:Keelan Associates, P.C., 2015.

**Illustration 3** identifies the existing **Zoning Classifications** within the **Husker Highway Redevelopment Area**, north of Rae Road, as a “**TA - Transitional Agricultural District**.” Two additional zoning districts exist for land south of Rae Road, including a “**B2 – General Business District**” for lots 2 through 4 of the Ponderosa Village Subdivision, and a “**RD – Residential Development District**” for Lot 1. Zoning activities throughout the **Husker Highway Redevelopment Area** are controlled by the City of Grand Island.

# EXISTING LAND USE MAP

HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA



## LEGEND

-  VACANT
-  FARMSTEAD RESIDENTIAL
-  REDEVELOPMENT AREA BOUNDARY

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

**\*Lincoln, Nebraska\* 402.464.5383 \***

## ILLUSTRATION 2

Grand Island, Nebraska  
Blight & Substandard Determination Study  
Husker Highway Redevelopment Area



# EXISTING ZONING MAP

HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA



## LEGEND

- TA - TRADITIONAL AGRICULTURAL DISTRICT
- B2 - GENERAL BUSINESS DISTRICT
- RD - RESIDENTIAL DEVELOPMENT DISTRICT
- REDEVELOPMENT AREA BOUNDARY

**HANNA:KEELAN ASSOCIATES, P.C.**  
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## ILLUSTRATION 3

Grand Island, Nebraska  
Blight & Substandard Determination Study  
Husker Highway Redevelopment Area

## ***THE RESEARCH APPROACH***

The **blight and substandard determination research approach** implemented for the **Husker Highway Redevelopment Area** included an area-wide assessment (100 percent sample) of all of the Blight and Substandard Factors identified in the **Nebraska Community Development Law**, with the exception of **defective or unusual condition of title**. All **Factors** were investigated on an area-wide basis.

### Structural Survey Process

The rating of building conditions is a critical step in determining the eligibility of an area for redevelopment. It is important that the system for classifying buildings be based on established evaluation standards and criteria and that it result in an accurate and consistent description of existing conditions.

A structural condition survey was conducted in January, 2015. A total of **11 structures** received exterior inspections. These structures were examined to document structural deficiencies in individual buildings and to identify related environmental deficiencies in the **Husker Highway Redevelopment Area**. The “Structural Condition Survey Form” utilized in this process is provided in the **Appendix**.

### Parcel-by-Parcel Field Survey

A parcel-by-parcel field survey was also conducted in January, 2015, with each subdivision being surveyed as a single parcel. A total of **two parcels**, containing 17 total lots, were inspected for existing and adjacent land uses, overall site conditions, existence of debris, parking conditions and street, sidewalk and alley surface conditions. The Condition Survey Form is included in the **Appendix**, as well as the results of the Survey.

### Research on Property Ownership and Financial Assessment of Properties

Public records, including municipal and county offices, involving all parcels in the **Husker Highway Redevelopment Area** were analyzed to determine the number of property owners within the **Area**.

An examination of public records was conducted to determine if tax delinquencies existed for properties in the **Husker Highway Redevelopment Area**. The valuation, tax amount and any delinquent amount was examined for each of the properties.

## ***ELIGIBILITY SURVEY AND ANALYSIS FINDINGS***

An analysis was made of each of the **Blight and Substandard Factors** listed in the Nebraska legislation to determine whether each or any were present in the **Husker Highway Redevelopment Area** and, if so, to what extent and in what locations. The following represents a summary evaluation of each **Blight and Substandard Factor** presented in the order of listing in the law.

### ***SUBSTANDARD FACTORS***

#### **(1) Dilapidation/Deterioration of Structures**

The rating of building conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying buildings must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

This section summarizes the process used for assessing building conditions in the **Husker Highway Redevelopment Area**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The building condition analysis was based on an exterior inspection of all **11 existing structures**, within the **Husker Highway Redevelopment Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Area**.

#### **1. Structures/Building Systems Evaluation.**

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or has minor, major, or critical defects. Structures/building systems examined included the following three types, **one Primary** and **two Secondary**.

**Structural Systems (Primary Components)**. These include the basic elements of any structure/building: roof structure, wall foundation, and basement foundation.

## **(Secondary Components)**

**Building Systems.** These components include: roof surface condition, chimney, gutters/down spouts, and exterior wall surface.

**Architectural Systems.** These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps, and fire escape, and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of: adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railroad track/right-of-way composition, existence of debris, existence of vagrants, and overall site condition, and the documentation of age and type of structure/building.

## **2. Criteria for Rating Components for Structural, Building and Architectural Systems.**

The components for the previously identified Systems were individually rated utilizing the following criteria.

**Sound.** Component that contained no defects, is adequately maintained, and requires no treatment outside of normal ongoing maintenance.

**Minor Defect.** Component that contains minor defects (loose or missing material or holes and cracks over a limited area). These can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure /building as deteriorating/dilapidated.

**Major Defect.** Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.



**Critical Defect.** Components that contained critical defects (bowing, sagging, or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

**3. Final Structure/Building Rating.**

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

**Sound.** Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

**Deteriorating-Minor.** Defined as structures / buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

**Deteriorating-Major.** Defined as structures/buildings classified as deficient--requiring major repairs-- **having between 11 and 20 points.**

**Dilapidated.** Defined as structurally substandard structures / buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual **Exterior Rating Form** is completed for each structure/building. The results of the **Exterior Rating** of all structures/buildings are presented in a **Table format.**

<b>Primary Components</b>	<b>Secondary Components</b>
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

#### 4. **Field Survey Conclusions.**

The conditions of the total **11 buildings** within the **Husker Highway Redevelopment Area** were determined based on the finding of the exterior survey. These surveys indicated the following:

- None (0) of the structures were classified as structurally **sound**;
- None (0) of the structures were classified as **deteriorating** with **minor** defects.
- One (1) structure was classified as **deteriorating** with **major** defects; and
- Ten (10) structures were classified as **dilapidated**.

The results of the exterior structural survey identified the condition of structures throughout the **Husker Highway Redevelopment Area**. All of the 11 total structures were either deteriorating with major defects or dilapidated to a substandard condition.

#### **Conclusion.**

**The results of the structural condition survey indicate deteriorating structures having a strong presence throughout the Husker Highway Redevelopment Area. Table 4 identifies the results of the structural rating process per building type.**

**TABLE 4  
EXTERIOR SURVEY FINDINGS  
HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA**

Exterior Structural Rating

<u>Activity</u>	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>	<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
Residential	0	0	0	1	1	1
Other	0	0	1	9	10	10
<b>Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>10</b>	<b>11</b>	<b>11</b>
Percent	0%	0%	9.1%	90.9%	100.0%	100.0%

Source: Hanna:Keelan Associates, P.C., 2015.

**(2) Age of Obsolescence.**

As per the results of the field survey and by confirmation from Hall County Assessor's Office property records, an estimated 10 (90.9 percent) of the total 11 structures in the **Area** are 40+ years of age, or built prior to 1975. Additionally, the existing farmstead is estimated to have been constructed circa 1905, or approximately 110 years of age.

**Conclusion.**

**The age and obsolescence of the structures is a strong presence throughout the Husker Highway Redevelopment Area.**

(3) **Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Spaces.**

The results from the exterior structural survey, along with other field data, provided the basis for the identification of insanitary and unsafe conditions in the **Husker Highway Redevelopment Area**. **Factors** contributing to insanitary and unsafe conditions are discussed below.

As per the results of the field survey, all 11 total structures in the **Husker Highway Redevelopment Area** were rated as either “deteriorating-major” or “dilapidated”. When not adequately maintained or upgraded to present-day occupancy standards, buildings in these conditions pose safety and sanitary problems. Wood frame buildings with wooden structural elements were found to be deteriorating or dilapidated and in need of demolition.

Site features in the **Redevelopment Area**, such as privately owned access road/driveway and adjacent open storm water drainage ditches, were also rated as being deteriorated. **One of the total two parcels was identified as having “poor” overall site conditions.**

The City of Grand Island’s Public Works Staff stated that the municipal water and sewer mains located at the perimeter of the **Husker Highway Redevelopment Area**, were constructed in 1992. Water mains are located within the Right-of-Ways of Husker Highway and Highway 281 and are 20” diameter. Sanitary sewer mains are 27” in diameter along Highway 281, and 36” diameter along Husker Highway. These utility mains are trunk mains that distribute water and collect sanitary sewage from several subdivisions in southwestern Grand Island and are planned to be extended to service properties near the Interstate 80 Corridor, in the near future. An 8” water main and 10” sewer main travel through Lot 1 of Ponderosa Village Subdivision, connecting the Ponderosa residential development to the main trunk lines along Highway 281. These utility mains exceed engineering standards utilized by the City of Grand Island. Although modern utility mains are readily available to properties within the **Redevelopment Area**, none of the interior lots are presently connected by service lines to public utilities.

**Conclusion**

**The inadequate provision for ventilation, light, air, sanitation or open spaces in the Husker Highway Redevelopment Area is of a reasonable presence to constitute a Substandard Factor.**

4) **The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.**

1. **Building Elements that are Combustible.**

Wood-framed buildings with wooden structural elements are located in the **Husker Highway Redevelopment Area**. An abandoned farmstead house and farm buildings have been vacant for an extended length of time and are dilapidated. None of the buildings are capable of being adaptively reused and should be demolished. **All 11 buildings have been determined to be in either a “deteriorating-major” or “dilapidated” condition.**

2. **Lack of Adequate Utilities.**

The City of Grand Island’s Public Works Staff stated that the municipal water and sewer mains located at the perimeter of the **Husker Highway Redevelopment Area**, were constructed in 1992. Water mains are located within the Right-of-Ways of Husker Highway and Highway 281 and are 20” diameter. Sanitary sewer mains are 27” in diameter along Highway 281, and 36” diameter along Husker Highway. These utility mains are trunk mains that distribute water and collect sanitary sewage from several subdivisions in southwestern Grand Island and are planned to be extended to service properties near the Interstate 80 Corridor, in the near future. An 8” water main and 10” sewer main travel through Lot 1 of Ponderosa Village Subdivision, connecting the Ponderosa residential development to the main trunk lines along Highway 281. These utility mains exceed engineering standards utilized by the City of Grand Island. Although modern utility mains are readily available to properties within the **Redevelopment Area**, none of the interior lots are presently connected by service lines to public utilities.

Specific data relating to the **Husker Highway Redevelopment Area** is discussed in the following paragraphs.

A total of 10 (91 percent) of the total 11 structures in the **Husker Highway Redevelopment Area** were built prior to 1975, thus 40+ years of age. The existing farmstead is estimated to have been constructed circa 1905, or approximately 110 years of age. Wood frame buildings include a farmstead house and associated agricultural outbuildings, all of which are deteriorated or dilapidated, and are in need of demolition.

Grand Island, Nebraska  
Blight & Substandard Determination Study  
Husker Highway Redevelopment Area

Overall site conditions at properties throughout the **Husker Highway Redevelopment Area** were generally found to be in “poor” condition. **The field survey determined that one of the two total parcels was found to be in “poor” condition.** Generally, conditions combining for this determination included the evaluation of the general condition of structures, overall site conditions and adjacent right-of-way conditions.

**Conclusion.**

**The conditions which endanger life or property by fire and other causes are a strong presence throughout the Husker Highway Redevelopment Area.**



## ***BLIGHT FACTORS***

### **(1) Dilapidation/Deterioration of Structures.**

The rating of building conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying buildings must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

This section summarizes the process used for assessing building conditions in the **Husker Highway Redevelopment Area**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The building condition analysis was based on an exterior inspection of all **11 existing structures**, within the **Husker Highway Redevelopment Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Area**.

#### **1. Structures/Building Systems Evaluation.**

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or has minor, major, or critical defects. Structures/building systems to be examined will include the following three types, **one Primary** and **two Secondary**.

**Structural Systems (Primary Components).** These include the basic elements of any structure/building: roof structure, wall foundation, and basement foundation.

#### **(Secondary Components)**

**Building Systems.** These components include: roof surface condition, chimney, gutters/down spouts, and exterior wall surface.

**Architectural Systems.** These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps, and fire escape, and driveways and site conditions.

The evaluation of each individual parcel of land includes the review and evaluation of: adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railroad track/right-of-way composition, existence of debris, existence of vagrants, and overall site condition, and the documentation of age and type of structure/building.

**2. Criteria for Rating Components for Structural, Building and Architectural Systems.**

The components for the previously identified Systems, are individually rated utilizing the following criteria.

**Sound.** Component that contained no defects, is adequately maintained, and requires no treatment outside of normal ongoing maintenance.

**Minor Defect.** Component that contained minor defects (loose or missing material or holes and cracks over a limited area) which often can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

**Major Defect.** Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

**Critical Defect.** Components that contained critical defects (bowing, sagging, or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.



### 3. Final Structure/Building Rating.

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

**Sound.** Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

**Deteriorating-Minor.** Defined as structures/buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

**Deteriorating-Major.** Defined as structures/buildings classified as deficient--requiring major repairs-- **having between 11 and 20 points.**

**Dilapidated.** Defined as structurally substandard structures/buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual *Exterior Rating Form* is completed for each structure/building. The results of the *Exterior Rating* of all structures/buildings are presented in a *Table format*.

Primary Components	Secondary Components
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

#### 4. Field Survey Conclusions.

The conditions of the total **11 buildings** within the **Husker Highway Redevelopment Area** were determined based on the finding of the exterior survey. These surveys indicated the following:

- None (0) of the structures were classified as structurally **sound**;
- None (0) of the structures were classified as **deteriorating** with **minor** defects.
- One (1) structure was classified as **deteriorating** with **major** defects; and
- Ten (10) structures were classified as **substandard**.

The results of the exterior structural survey identified the condition of structures throughout the **Husker Highway Redevelopment Area**. Of the 11 total structures, all were either deteriorating or dilapidated to a substandard condition.



#### Conclusion.

The results of the structural condition survey indicate deteriorating structures have a strong presence throughout the Husker Highway Redevelopment Area. Table 5 identifies the results of the structural rating process per building type.

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**TABLE 5  
EXTERIOR SURVEY FINDINGS  
HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA**

**Exterior Structural Rating**

<u>Activity</u>	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>	<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
Residential	0	0	0	1	1	1
Other	0	0	1	9	10	10
<b>Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>10</b>	<b>11</b>	<b>11</b>
Percent	0%	0%	9.1%	90.9%	100.0%	100.0%

Source: Hanna:Keelan Associates, P.C., 2015.



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**(2) Existence of Defective or Inadequate Street Layout.**

The **Husker Highway Redevelopment Area** consists of land platted for local streets, but are not currently paved. The Highway 281 Corridor is situated at the eastern boundary of the **Redevelopment Area**, while Husker Highway is located across the northern boundary. Rae Road separates the Ewoldt and Ponderosa Village Subdivisions. Major problem conditions that contribute to the **Factor** of existence of defective or inadequate street layout are discussed below.

**1. Poor Condition Frontage and Access Streets.**

A privately owned access road, or driveway leading to the abandoned farmstead house and buildings is a dirt surfaced road with two tire lanes on either side of a grass center strip. The completion of the four-lane Highway 281 Corridor, several years ago, relocated the farmstead driveway from the Highway to Rae Road. This access road to the abandoned farmstead is in substandard condition, lacks a sufficient road base and has inadequate storm water drainage ditches. During inclement weather conditions, this property would become inaccessible by motor vehicles.



**Conclusion.**

**The existence of defective or inadequate street layout in the Husker Highway Redevelopment Area is a strong presence and constitutes a Blight Factor.**

3) **Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness.**

Building use and condition surveys, the review of property ownership and subdivision records and field surveys resulted in the identification of conditions associated with faulty lot layout in relation to size, adequacy and accessibility, or usefulness of land within the **Husker Highway Redevelopment Area**. The problem conditions include:

1. **Inadequate Lot Size and Adequacy Issues.**

The entire **Husker Highway Redevelopment Area** is identified as the Ewoldt Subdivision, which was platted in April, 2006, and Lots 1 through 4 of the Ponderosa Village Subdivision, platted in December, 2011. **Each subdivision was surveyed as one parcel.** The Ewoldt Subdivision includes 10 individual lots, located along the two Highway Corridors and ranging in size from approximately one to two acres. Three additional “outlots” are also located along the perimeter of the **Area**, while a fourth, Outlot “A,” is identified as being nearly 65 acres in area and encompasses the abandoned farmstead. The four lots of Ponderosa Village Subdivision range in size from 0.31 acres to 1.53 Acres and includes a right-of-way for the unpaved, James Road.

2. **Accessibility or Usefulness.**

Access to individual properties and public facilities are limited within the **Husker Highway Redevelopment Area**. Although highly visible from Highway 281 and Husker Highway, the **Redevelopment Area** is only accessible from Rae Road. A secondary farm field access is located at the south side of Husker Highway, in the northwest corner of the **Redevelopment Area**.

A concrete surfaced trail is located directly east of Highway 281, but no sidewalks exist adjacent the **Redevelopment Area**. Residents of Ponderosa Lake Estates, located southwest of the **Redevelopment Area**, must cross the four-lane highway at Rae Road, which is not a signalized intersection, to access the trail. The intersection of Husker Highway and Highway 281 is a fully signalized intersection, but no sidewalks exist along the east or north perimeters of the **Redevelopment Area**.

**Conclusion.**

**Faulty lot layout in relation to size, adequacy and usefulness is a strong presence throughout the Husker Highway Redevelopment Area.**

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**(4) Insanitary and Unsafe Conditions.**

The results of the area-wide field survey, along with information retained from City Officials, provided the basis for the identification of insanitary and unsafe conditions within the **Husker Highway Redevelopment Area**.

**1. Age and Associated Condition of Structures.**

The analysis of the 11 structures in the **Husker Highway Redevelopment Area** concluded that 10 (91 percent) are 40+ years of age, built prior to 1975. Additionally, the existing farmstead is estimated to have been constructed circa 1905, or approximately 110 years of age. The advanced age of the abandoned farmstead buildings has resulted in dilapidated structures that are potentially dangerous to adjacent property, vagrants/trespassers and are detrimental to future development.

**2. Lack of Adequate Utilities.**

The City of Grand Island's Public Works Staff stated that the municipal water and sewer mains located at the perimeter of the **Husker Highway Redevelopment Area**, were constructed in 1992. Water mains are located within the Right-of-Ways of Husker Highway and Highway 281 and are 20" diameter. Sanitary sewer mains are 27" in diameter along Highway 281, and 36" diameter along Husker Highway. These utility mains are trunk mains that distribute water and collect sanitary sewage from several subdivisions in southwestern Grand Island and are planned to be extended to service properties near the Interstate 80 Corridor, in the near future. An 8" water main and 10" sewer main travel through Lot 1 of Ponderosa Village Subdivision, connecting the Ponderosa residential development to the main trunk lines along Highway 281. These utility mains exceed engineering standards utilized by the City of Grand Island. Although modern utility mains are readily available to properties within the **Redevelopment Area**, none of the interior lots are presently connected by service lines to public utilities.

**Conclusion.**

**Insanitary and unsafe conditions are a strong presence throughout the Husker Highway Redevelopment Area.**

(5) **Deterioration of Site or Other Improvements.**

Field observations were conducted to determine the condition of site or other improvements within the **Husker Highway Redevelopment Area**, including arterial and local streets, storm water drainage ditches, traffic control devices and off-street parking. The **Appendix** documents the present condition of these site features. The primary problems in the **Husker Highway Redevelopment Area** are age, debris and inadequate public improvements.

One of the total two parcels within the **Husker Highway Redevelopment Area** received an overall site condition rating of “poor.” Conditions that lead to these findings included:

1. The abandoned farmstead house and associated buildings are accessed by a long dirt surfaced access road, or driveway. The access road connects to Rae Road and was observed to be in poor condition, lacking an adequate road base and associated storm water drainage ditches. As a result, this access road can become impassable during inclement weather. Ponding water in the areas lacking adequate storm water drainage systems can attract mosquitoes and other pests. A large swale is located along the southern border of the **Redevelopment Area**, to control heavy rain and flooding issues.
2. A concrete surfaced trail exists along the east side of Highway 281, but no sidewalks exist at the east or north sides of the **Redevelopment Area**. Pedestrians in the residential subdivision southwest of the **Redevelopment Area** could cross Highway 281 at its intersection with Rae Road, but no traffic control devices exist at this location. The intersection of Highway 281 and Husker Highway is fully signalized, but no sidewalks exist along the eastern perimeter of the **Redevelopment Area** to accommodate pedestrian access to this intersection.

**Conclusion.**

**Deterioration of site improvements is a strong presence in the Husker Highway Redevelopment Area.**

(6) **Diversity of Ownership.**

Only one individual partnership or corporation owns all property within the **Husker Highway Redevelopment Area**. Publicly owned lands and local street rights-of-way are located at the perimeter of the **Husker Highway Redevelopment Area**.

The necessity to acquire numerous lots is typically a hindrance to redevelopment. However, in the case of the **Husker Highway Redevelopment Area**, there is only one owner of record.

**Conclusion.**

The factor “diversity of ownership” is of no presence throughout the **Husker Highway Redevelopment Area**.





(7) **Tax or Special Assessment Delinquency Exceeding the Fair Value of the Land.**

A thorough examination of public records was conducted to determine the status of taxation of properties located in the **Husker Highway Redevelopment Area**. It should be noted, real estate is taxed at approximately 98 percent of fair value, rendering it almost impossible for a tax to exceed value in a steady real estate market. If a badly dilapidated property was assessed (or valued) too high, the public protest system is designed to give the owner appropriate relief and tax adjustment.

1. **Real Estate Taxes.**

Public records were examined for the purposes of determining if delinquent taxes were currently outstanding on parcels within the **Husker Highway Redevelopment Area**. The records indicated that **neither** of the two parcels were classified as delinquent by the Hall County Treasurer's Office.

2. **Real Estate Taxes.**

The tax values within the **Husker Highway Redevelopment Area** generally appeared to be equal to or greater than the market value of the properties. The total estimated appraised valuation within the **Husker Highway Redevelopment Area** is **\$636,916**.

3. **Tax Exempt.**

No properties within the **Husker Highway Redevelopment Area** were identified by the Hall County Assessor and Treasurer's Offices as having full or partial exemption from property taxes.

**Conclusion.**

**Taxes or special assessments delinquency were of no presence throughout the Husker Highway Redevelopment Area.**

**(8) Defective or Unusual Condition of Title.**

Whenever land is sold, mortgaged, or both, a title insurance policy is typically issued, at which time any title defects are corrected. Once title insurance has been written, all other titles in the same subdivision or addition will only have to be checked for the period of time subsequent to the creation of the addition or subdivision, as everything previous is the same and any defects will already have been corrected. Thus, the only possibility for title problems are from improper filings, since platting on properties that have not been mortgaged or sold is very small.

**Conclusion.**

**Examination of public records does not provide any basis for identifying any defective or unusual conditions of title. Such few conditions as may exist would contribute to neither any existing problems nor to difficulty in acquisition or redevelopment and are therefore not found to exist at a level large enough to constitute a Blight Factor in the Husker Highway Redevelopment Area.**



**(9) Improper Subdivision or Obsolete Platting.**

An in-depth analysis of the subdivision conditions in the **Husker Highway Redevelopment Area** revealed that improper subdivision and obsolete platting is prevalent throughout the **Area**. The two parcels contain a total of 17 lots varying in size and shape. The Ewoldt Subdivision was platted in 2006 and contains 10 individual lots ranging in area from one to two acres. The lots in the Ewoldt Subdivision are located along the perimeter of the **Redevelopment Area**, fronting on both Husker Highway and Highway 281. Additionally, three “outlots” are located between these small individual lots, while a large, approximately 65 acre outlot, encompasses the remaining portion of the Ewoldt Subdivision. The Ponderosa Village Subdivision was platted in December, 2011 and contains four individual lots ranging from 0.31 acres to 1.53 acres.

A former farmstead has become economically obsolescent due to the property being bound by Highways on the north and east and encroached upon by a lake front subdivision directly southwest of the **Redevelopment Area**. The former farmstead has been annexed into the Corporate Limits of the City of Grand Island and is no longer viable for agricultural crop production. Several one to two acre individual lots were platted along the northern and eastern boundaries of the **Area**. A single parcel identified as a 65 acre “Outlot” occupies the remaining portion of the **Husker Highway Redevelopment Area**. The underlying parcel boundaries have not facilitated the development of this subdivision.

Although the **Husker Highway Redevelopment Area** is platted as an entire subdivision, it has not attracted any development, to date. In order for the redevelopment of this **Area** to occur, it is assumed that the current platted subdivision will need to be vacated and replatted to support future development endeavors.

**Conclusion.**

**A strong presence of improper subdivision or obsolete platting exists throughout the Husker Highway Redevelopment Area.**

10) **The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.**

1. **Building Elements that are Combustible.**

Wood-framed buildings with wooden structural elements are located in the **Husker Highway Redevelopment Area**. An abandoned farmstead house and farm buildings have been vacant for an extended length of time and are dilapidated. None of the buildings are capable of being adaptively reused and should be demolished. **All 11 buildings have been determined to be in either a “deteriorating-major” or “dilapidated” condition.**

2. **Lack of Adequate Utilities.**

The City of Grand Island’s Public Works Staff stated that the municipal water and sewer mains located at the perimeter of the **Husker Highway Redevelopment Area**, were constructed in 1992. Water mains are located within the Right-of-Ways of Husker Highway and Highway 281 and are 20” diameter. Sanitary sewer mains are 27” in diameter along Highway 281, and 36” diameter along Husker Highway. These utility mains are trunk mains that distribute water and collect sanitary sewage from several subdivisions in southwestern Grand Island and are planned to be extended to service properties near the Interstate 80 Corridor, in the near future. An 8” water main and 10” sewer main travel through Lot 1 of Ponderosa Village Subdivision, connecting the Ponderosa residential development to the main trunk lines along Highway 281. These utility mains exceed engineering standards utilized by the City of Grand Island. Although modern utility mains are readily available to properties within the **Redevelopment Area**, none of the interior lots are presently connected by service lines to public utilities.

Specific data relating to the **Husker Highway Redevelopment Area** is discussed in the following paragraphs.

A total of 10 (91 percent) of the total 11 structures in the **Husker Highway Redevelopment Area** were built prior to 1975, thus 40+ years of age. The existing farmstead is estimated to have been constructed circa 1905, or approximately 110 years of age. Wood frame buildings are located within the farmstead the **Redevelopment Area**, all of which are deteriorated or dilapidated, and are in need of demolition.



Overall site conditions at properties throughout the **Husker Highway Redevelopment Area** were generally found to be in “poor” condition. **The field survey determined that one of the total two parcels was found to be in “poor” condition.** Generally, conditions combining for this determination included the evaluation of the general condition of structures, overall site conditions and adjacent right-of-way conditions.

**Conclusion.**

**The conditions which endanger life or property by fire and other causes are a strong presence throughout the Husker Highway Redevelopment Area.**



*View of the abandoned farmstead from the private access road or driveway, looking towards the west/southwest.*

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**(11) Other Environmental and Blighting Factors.**

The **Nebraska Community Development Law** includes in its statement of purpose an additional criterion for identifying blight, viz., "economically or socially undesirable land uses." Conditions which are considered to be economically and/or socially undesirable include: (a) incompatible uses or mixed-use relationships, (b) economic obsolescence, and c) functional obsolescence. For purpose of this analysis, functional obsolescence relates to the physical utility of a structure and economic obsolescence relates to a property's ability to compete in the market place. These two definitions are interrelated and complement each other.

The farmstead at the **Redevelopment Area** is not, on its own, economically viable for agricultural production. The annexation and incorporation of the **Redevelopment Area** into the City of Grand Island fundamentally changed the highest and best use of this property to urbanized development(s). Proximity of the farmstead to two- and four-lane highways, primary or "trunk" water and sanitary sewer mains and to residential and commercial development has rendered agricultural production at this former farmstead a functionally obsolete use.

Although publically owned infrastructure improvements have occurred adjacent the **Husker Highway Redevelopment Area**, additional efforts are needed. Numerous problems or obstacles exist for comprehensive redevelopment efforts by the private sector; problems that only public financial assistance can remedy. These include removal of substantially dilapidated structures and socially undesirable land uses, the extension of publicly owned water and sewer systems that are necessary to support modern development and the need for extending hard surfaced frontage and access roads into the **Redevelopment Area**.

**Conclusion.**

**Other Environmental and Blighting Factors are a strong presence throughout the Husker Highway Redevelopment Area, containing functionally and economically obsolete farmstead and associated agricultural production lands of insufficient size to remain independently viable.**

**(12) Additional Blighting Conditions.**

According to the definition set forth in the **Nebraska Community Development Law**, Section 18-2102, in order for an area to be determined "blighted" it must (1) meet the eleven criteria by reason of presence and (2) contain at least one of the five conditions identified below:

1. Unemployment in the designated blighted and substandard area is at least one hundred twenty percent of the state or national average;
2. The average age of the residential or commercial units in the area is at least forty years;
3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for forty years and has remained unimproved during that time;
4. The per capita income of the designated blighted and substandard area is lower than the average per capita income of the Village or City in which the area is designated; or
5. The area has had either stable or decreasing population based on the last two decennial censuses.

**One of the aforementioned criteria is prevalent throughout the designated blighted areas.**

The average age of the residential or commercial units in the area is at least forty (40) years.

The existing farmstead is estimated to have been constructed circa 1905, and are approximately 110 years of age. A total of 10, or 91 percent of the total 11 structures throughout the **Husker Highway Redevelopment Area** are at least 40+ years of age.

**Conclusion.**

**The criteria of average age of residential units is over 40 years of age as one of five additional blighting conditions is a strong presence throughout the Husker Highway Redevelopment Area.**

## ***DETERMINATION OF REDEVELOPMENT AREA ELIGIBILITY***

The **Husker Highway Redevelopment Area** meets the requirements of the **Nebraska Community Development Law** for designation as both a "**Blighted and Substandard Area.**" There is at least a reasonable distribution of all **Four Factors** that constitute the **Area** as substandard. Of the 12 possible Factors that can constitute an **Area blighted, nine** have a strong presence in the **Husker Highway Redevelopment Area.** **Factors** present in each of the criteria are identified below.

### **Substandard Factors**

1. Dilapidated/deterioration.
2. Age or obsolescence.
3. Inadequate provision for ventilation, light, air, sanitation or open spaces.
4. Existence of conditions which endanger life or property by fire and other causes.

### **Blight Factors**

1. A substantial number of deteriorated or deteriorating structures.
2. Existence of defective or inadequate street layout.
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness.
4. Insanitary or unsafe conditions.
5. Deterioration of site or other improvements.
6. Improper subdivision or obsolete platting.
7. The existence of conditions which endanger life or property by fire or other causes.
8. Other environmental and blighting factors.
9. One of the other five conditions.



Although all of the previously listed **Factors** are at least reasonably present throughout the **Husker Highway Redevelopment Area**, the conclusion is that the average age of the structures, insanitary and unsafe conditions, deterioration of site or other improvements and the existence of conditions which endanger life or property by fire or other causes are a sufficient basis for designation of the **Husker Highway Redevelopment Area** as **blighted** and **substandard**.

The extent of **Blight and Substandard Factors** in the **Husker Highway Redevelopment Area**, addressed in this document, is presented in **Tables 1 and 2**, located on **Pages 5 and 7** respectively. The eligibility findings indicate that the **Husker Highway Redevelopment Area** is in need of revitalization and strengthening to ensure it will contribute to the physical, economic and social well-being of the City of Grand Island and support any value added developments. Indications are that the **Area**, on the whole, has not been subject to comprehensive, sufficient growth and development through investment by the private sector nor would the areas be reasonably anticipated to be developed without public action or public intervention.

**Structural/Site Conditions  
Survey Form**

Parcel # \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Section I:**

1. Type of Units: \_\_\_ SF \_\_\_ MF \_\_\_ Mixed Use \_\_\_ Duplex \_\_\_ No. of Units
2. Units: \_\_\_\_\_ Under construction/rehab \_\_\_\_\_ For Sale \_\_\_\_\_ Both
3. Vacant Units: \_\_\_\_\_ Inhabitable \_\_\_\_\_ Uninhabitable
4. Vacant Parcel: \_\_\_\_\_ Developable \_\_\_\_\_ Undevelopable
5. Non-residential Use: \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_ Public  
Other/Specify: \_\_\_\_\_

**Section II: Structural Components**

	Primary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
1	Roof					
2	Wall Foundation					
3	Foundation					
___ Concrete ___ Stone ___ Rolled Asphalt ___ Brick ___ Other						
	Secondary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
4	Roof					
___ Asphalt Shingles ___ Rolled Asphalt ___ Cedar ___ Combination ___ Other						
5	Chimney					
6	Gutters, Downspouts					
7	Wall Surface					
___ Frame ___ Masonry ___ Siding ___ Combination ___ Stucco ___ Other						
8	Paint					
9	Doors					
10	Windows					
11	Porches, Steps, Fire Escape					
12	Driveways, Side Condition					

**Final Rating:**

\_\_\_\_\_ Sound \_\_\_\_\_ Deficient-Minor \_\_\_\_\_ Deteriorating \_\_\_\_\_ Dilapidated  
**Built Within:** \_\_\_\_\_ 1 year \_\_\_\_\_ 1-5 years \_\_\_\_\_ 5-10 years  
 \_\_\_ 10-20 years \_\_\_\_\_ 20-40 years \_\_\_\_\_ 40-100 years \_\_\_\_\_ 100+ years

**Section III: Revitalization Area**

1. Adjacent Land Usage: \_\_\_\_\_
2. Street Surface Type: \_\_\_\_\_
3. Street Condition: \_\_\_\_\_ E \_\_\_\_\_ G \_\_\_\_\_ F \_\_\_\_\_ P
4. Sidewalk Condition: \_\_\_\_\_ N \_\_\_\_\_ E \_\_\_\_\_ G \_\_\_\_\_ F \_\_\_\_\_ P
5. Parking (Off-Street): \_\_\_\_\_ N \_\_\_\_\_ # of Spaces \_\_\_\_\_  
Surface
6. Railroad Track/Right-of Way Composition: \_\_\_\_\_ N \_\_\_\_\_ E \_\_\_\_\_ G \_\_\_\_\_ F \_\_\_\_\_ P
7. Existence of Debris: \_\_\_\_\_ MA \_\_\_\_\_ MI \_\_\_\_\_ N
8. Existence of Vagrants: \_\_\_\_\_ MA \_\_\_\_\_ MI \_\_\_\_\_ N
9. Overall Site Condition: \_\_\_\_\_ E \_\_\_\_\_ G \_\_\_\_\_ F \_\_\_\_\_ P

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**HUSKER HIGHWAY REDEVELOPMENT AREA**

TOTAL    PERCENT    RESIDENTIAL    COMMERCIAL    INDUSTRIAL    VACANT    OTHER

**AGE OF STRUCTURE**

1-5 Years	0	0.0%	0	0	0	N/A	0
5-10 Years	0	0.0%	0	0	0	N/A	0
10-20 Years	0	0.0%	0	0	0	N/A	0
20-40 Years	1	9.1%	0	0	0	N/A	1
40-100 Years	10	90.9%	1	0	0	N/A	9
100+ Years	0	0.0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>11</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**FINAL STRUCTURAL RATING**

Sound	0	0.0%	0	0	0	N/A	0
Deteriorating-Minor	0	0.0%	0	0	0	N/A	0
Deteriorating-Major	1	9.1%	0	0	0	N/A	1
Dilapidated	10	90.9%	1	0	0	N/A	9
<b>TOTAL</b>	<b>11</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**STREET CONDITION**

None	11	9.1%	1	0	0	0	10
Excellent	0	0.0%	0	0	0	0	0
Good	0	18.2%	0	0	0	0	0
Fair	0	72.7%	0	0	0	0	0
Poor	0	0.0%	0	0	0	0	0
<b>TOTAL</b>	<b>11</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>

**SIDEWALK CONDITION**

None	2	100.0%	1	0	0	0	1
Excellent	0	0.0%	0	0	0	0	0
Good	0	0.0%	0	0	0	0	0
Fair	0	0.0%	0	0	0	0	0
Poor	0	0.0%	0	0	0	0	0
<b>TOTAL</b>	<b>2</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

**DEBRIS**

None	1	50.0%	1	0	0	0	0
Major	0	0.0%	0	0	0	0	0
Minor	1	50.0%	0	0	0	0	1
<b>TOTAL</b>	<b>2</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>10</b>

**OVERALL SITE CONDITION**

Excellent	0	0.0%	0	0	0	0	0
Good	0	0.0%	0	0	0	0	0
Fair	1	50.0%	0	0	0	1	0
Poor	1	50.0%	1	0	0	0	0
<b>TOTAL</b>	<b>2</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>

**PARKING SPACES**

Ranges	0-300	0.0%	1-2	1-300	0-0	N/A	1-50
None	2	100.0%	1	0	0	1	0
Hard Surfaced	0	0.0%	0	0	0	0	0
Unimproved	0	0.0%	0	0	0	0	0
<b>TOTAL</b>	<b>2</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>

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**HUSKER HIGHWAY REDEVELOPMENT AREA**

TOTAL    PERCENT    RESIDENTIAL    COMMERCIAL    INDUSTRIAL    VACANT    OTHER

**DOORS**

None	0	0.0%	0	0	0	N/A	0
Sound	0	0.0%	0	0	0	N/A	0
Minor	0	0.0%	0	0	0	N/A	0
Substandard	6	54.5%	0	0	0	N/A	6
Critical	5	45.5%	1	0	0	N/A	4
<b>TOTAL</b>	<b>11</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**WINDOWS**

None	1	9.1%	0	0	0	N/A	1
Sound	0	0.0%	0	0	0	N/A	0
Minor	0	0.0%	0	0	0	N/A	0
Substandard	4	36.4%	0	0	0	N/A	4
Critical	6	54.5%	1	0	0	N/A	5
<b>TOTAL</b>	<b>11</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**STREET TYPE**

None	2	100.0%	1	0	0	1	0
Concrete	0	0.0%	0	0	0	0	0
Asphalt	0	0.0%	0	0	0	0	0
Gravel	0	0.0%	0	0	0	0	0
Dirt	0	0.0%	0	0	0	0	0
Brick	0	0.0%	0	0	0	0	0
<b>TOTAL</b>	<b>2</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>

**PORCHES...**

None	1	9.1%	0	0	0	N/A	1
Sound	0	0.0%	0	0	0	N/A	0
Minor	0	0.0%	0	0	0	N/A	0
Substandard	6	54.5%	0	0	0	N/A	6
Critical	4	36.4%	1	0	0	N/A	3
<b>TOTAL</b>	<b>11</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**PAINT**

None	1	9.1%	0	0	0	N/A	1
Sound	0	0.0%	0	0	0	N/A	0
Minor	0	0.0%	0	0	0	N/A	0
Substandard	6	54.5%	0	0	0	N/A	6
Critical	4	36.4%	1	0	0	N/A	3
<b>TOTAL</b>	<b>11</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**DRIVEWAY**

None	0	0.0%	0	0	0	N/A	0
Sound	0	0.0%	0	0	0	N/A	0
Minor	0	0.0%	0	0	0	N/A	0
Substandard	6	60.0%	0	0	0	N/A	6
Critical	4	40.0%	1	0	0	N/A	3
<b>TOTAL</b>	<b>10</b>	<b>100.0%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>9</b>

Grand Island, Nebraska  
 Blight & Substandard Determination Study  
 Husker Highway Redevelopment Area

**HUSKER HIGHWAY REDEVELOPMENT AREA**

TOTAL    PERCENT    RESIDENTIAL    COMMERCIAL    INDUSTRIAL    VACANT    OTHER

**ROOF STRUCTURE**

None	0	0%	0	0	0	N/A	0
Sound	0	0%	0	0	0	N/A	0
Minor	0	0%	0	0	0	N/A	0
Substandard	7	64%	1	0	0	N/A	6
Critical	4	36%	0	0	0	N/A	4
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**WALL FOUNDATION**

None	0	0%	0	0	0	N/A	0
Sound	0	0%	0	0	0	N/A	0
Minor	1	9%	0	0	0	N/A	1
Substandard	6	55%	1	0	0	N/A	5
Critical	4	36%	0	0	0	N/A	4
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**FOUNDATION**

None	0	0%	0	0	0	N/A	0
Sound	1	9%	0	0	0	N/A	1
Minor	0	0%	0	0	0	N/A	0
Substandard	7	64%	1	0	0	N/A	6
Critical	3	27%	0	0	0	N/A	3
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**FOUNDATION TYPE**

Concrete	1	9%	0	0	0	N/A	1
Stone	10	91%	1	0	0	N/A	9
Rolled Asphalt	0	0%	0	0	0	N/A	0
Brick	0	0%	0	0	0	N/A	0
Other/None	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**ROOF SURFACE**

None	1	9%	1	0	0	N/A	0
Sound	0	0%	0	0	0	N/A	0
Minor	1	9%	0	0	0	N/A	1
Substandard	4	36%	0	0	0	N/A	4
Critical	5	45%	0	0	0	N/A	5
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**ROOF TYPE**

Asphalt Shingles	0	0%	0	0	0	N/A	0
Rolled Asphalt	0	0%	0	0	0	N/A	0
Cedar	9	82%	1	0	0	N/A	8
Combination	1	9%	0	0	0	N/A	1
Other	1	9%	0	0	0	N/A	1
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

Grand Island, Nebraska  
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 Husker Highway Redevelopment Area

**HUSKER HIGHWAY REDEVELOPMENT AREA**

TOTAL    PERCENT    RESIDENTIAL    COMMERCIAL    INDUSTRIAL    VACANT    OTHER

**CHIMNEY**

None	10	91%	0	0	0	N/A	10
Sound	0	0%	0	0	0	N/A	0
Minor	0	0%	0	0	0	N/A	0
Substandard	1	9%	1	0	0	N/A	0
Critical	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**GUTTER, DOWNSPOUTS**

None	10	91%	1	0	0	N/A	9
Sound	0	0%	0	0	0	N/A	0
Minor	0	0%	0	0	0	N/A	0
Substandard	0	0%	0	0	0	N/A	0
Critical	1	9%	0	0	0	N/A	1
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**WALL SURFACE**

None	0	0%	0	0	0	N/A	0
Sound	1	9%	0	0	0	N/A	1
Minor	1	9%	0	0	0	N/A	1
Substandard	3	27%	1	0	0	N/A	2
Critical	6	55%	0	0	0	N/A	6
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**WALL SURFACE TYPE**

Frame	8	73%	0	0	0	N/A	8
Masonry	0	0%	0	0	0	N/A	0
Siding	0	0%	0	0	0	N/A	0
Combination	0	0%	0	0	0	N/A	0
Stucco	0	0%	0	0	0	N/A	0
Other	3	27%	1	0	0	N/A	2
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**PARKING SURFACE**

None	6	55%	0	0	0	N/A	6
Concrete	0	0%	0	0	0	N/A	0
Asphalt	0	0%	0	0	0	N/A	0
Gravel	1	9%	1	0	0	N/A	0
Dirt	4	36%	0	0	0	N/A	4
Brick	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

**PARKING SPACES**

None	6	55%	0	0	0	N/A	6
1 to 2	5	45%	1	0	0	N/A	4
3 to 5	0	0%	0	0	0	N/A	0
6 to 10	0	0%	0	0	0	N/A	0
11 to 20	0	0%	0	0	0	N/A	0
21 or More	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>11</b>	<b>100%</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>10</b>

Grand Island, Nebraska  
 Blight & Substandard Determination Study  
 Husker Highway Redevelopment Area

# GENERAL REDEVELOPMENT PLAN

## Purpose of Plan/Conclusion

The purpose of this **General Redevelopment Plan** is to serve as a guide for implementation of redevelopment activities within the **Husker Highway Redevelopment Area**, in the City of Grand Island, Nebraska. Redevelopment activities associated with the **Nebraska Community Development Law**, State Statutes 18-2101 through 18-2154, should be utilized to promote the general welfare and enhance the tax base, as well as promote economic and social well being of the Community.

A **General Redevelopment Plan** must contain the general planning elements required by Nebraska State Revised Statutes, Section 18-2111 re-issue 1991 items (1) through (6). A description of these items is as follows:

- (1) The boundaries of the redevelopment project area with a map showing the existing uses and condition of the real property therein; (2) a land-use plan showing proposed uses of the area; (3) information showing the standards of population densities, land coverage and building intensities in the area after redevelopment; (4) a statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances; (5) a site plan of the area; and (6) a statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Furthermore, the **General Redevelopment Plan** must further address the items required under Section 18-2113, "Plan; considerations", which the Grand Island Community Redevelopment Authority (CRA) must consider prior to recommending a redevelopment plan to the Planning Commission and City Council for adoption. These "considerations" are defined as follows:

"...whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for

Grand Island, Nebraska  
General Redevelopment Plan  
Husker Highway Redevelopment Area

traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight."

## **Conclusion**

The **General Redevelopment Plan** applies to the **Husker Highway Redevelopment Area** in Grand Island, Nebraska, which consists of the **blight and substandard determination area**. **Illustration 1** delineates the geography of the **Husker Highway Redevelopment Area**.

The portion of the City included in the **Husker Highway Redevelopment Area** equals an estimated 116.5 total acres and includes the Ewoldt and Ponderosa Village Subdivisions.

The **Husker Highway Redevelopment Area** is located within the Corporate Limits of the City of Grand Island, Hall County, Nebraska. **Illustration 1** identifies the **Husker Highway Redevelopment Area**, in relation to the City. The **Redevelopment Area** abuts the right-of-ways of Husker Highway and Highway 281.

The planning process for the **Husker Highway Redevelopment Area** has resulted in a listing of general planning and implementation recommendations. As discussed in the **Blight & Substandard Determination Study**, there are several existing land uses and properties in substandard condition that are nonconforming in nature, detrimental to the health, safety and general welfare of the Community and generally obsolete in respect to the development and living environment norms of today's Nebraska communities, including the City of Grand Island.

**There are also multiple development and redevelopment opportunities in the Husker Highway Redevelopment Area, capable of improving the overall quality of life and economic standard of Grand Island and increase the City's real estate and sales tax base.**



## Planning and Implementation Recommendations

To eliminate these conditions and enhance private development activities within the **Husker Highway Redevelopment Area**, the City of Grand Island will need to consider the following general planning and redevelopment actions:

- Create an “**Economic Development Initiative**” for job creation in the **Husker Highway Redevelopment Area** that concentrates on the use of Tax Increment Financing for the development of new businesses. The **Area** is in need of additional retail, lodging and restaurant developments.
- Establish a “**Public Utilities and Infrastructure Initiative**” that concentrates on the use of Tax Increment Financing for the extension of all necessary utility and infrastructure systems in order to make the **Husker Highway Redevelopment Area**, viable for future development.
- Devise a Plan to address the lack of sidewalks within and adjacent to the **Redevelopment Area**. This includes developing safe pedestrian routes across the Highway 281 Corridor, connecting to the existing hiker/biker trail east of the four-lane Highway 281 Corridor.
- Encourage removal of *substantially* dilapidated and substandard structures within the **Husker Highway Redevelopment Area** to prepare for future development;
- Combine both public and private funding sources with Tax Increment Financing to purchase and demolish dilapidated residential and agricultural buildings that are not cost-effective to be rehabilitated;

## Implementation

Both a time-line and budget should be developed for the implementation of the Redevelopment Plan. Each of these processes should be designed in conformance with the resources and time available to the City. A reasonable time-line to complete the redevelopment activities identified in the Plan would be seven to 10 years.

Various funding sources exist for the preparation and implementation of a capital improvement budget designed to meet the funding needs of proposed redevelopment activities.

These include local and federal funds commonly utilized to finance street improvement funds, i.e. LB840, Community Development Block Grants, Special Assessments, General Obligation Bonds and Tax Increment Financing (TIF). The use of TIF for redevelopment projects in the **Husker Highway Redevelopment Area** is deemed to be an essential and integral element of the **Redevelopment Area**. The use of TIF in connection with such projects is contemplated by the Plan and such designation and use of TIF will not constitute a substantial modification to the Plan.

The City agrees, when approving the **General Redevelopment Plan**, to the utilization of TIF for appropriate redevelopment projects and agrees to pledge the taxes generated from a redevelopment project for such purposes in accordance with the Act. Any redevelopment program receiving TIF is subject to a Cost Benefit Analysis. TIF, as a source of public financing, ultimately impacts taxing authorities in the City of Grand Island and Hall County. Proposed redevelopment projects using TIF must meet the Cost Benefit Analysis and the "But for" test. Accordingly, "But for TIF" a redevelopment project could not be fully executed and constructed in the Community.

1. **Future Land Use Patterns**

The existing land use patterns within the **Husker Highway Redevelopment Area** were depicted and described in detail in the **Blight and Substandard Determination Study**. In general, the **Redevelopment Area** consists of an abandoned farmstead and vacant/agricultural land use types. The field survey identified properties and structures in “deteriorating-major” and “dilapidated” condition, as well as vacant lands that have remained undeveloped in spite of available utilities at the perimeter of the **Area**.

**Illustration 4**, the **Future Land Use Map** for the **Husker Highway Redevelopment Area**, represents an effort to encourage land uses that reflect nearby developed properties. Commercial uses are recommended throughout the **Redevelopment Area** to support future retail/office businesses with frontage on the highway corridor. The portion of the **Redevelopment Area** located to the west of the platted, but undeveloped James Road, is recommended to be designated for future commercial uses in support of a regional shopping center location.

2. **Future Zoning Districts.**

The recommended **Future Zoning Map** for the **Husker Highway Redevelopment Area** is identified in **Illustration 5**. The **Future Zoning Map** is generally in conformance with the Comprehensive Plan of Grand Island and specifically with the **Future Land Use Map, Illustration 4**. The entire **Redevelopment Area** is recommended to be designated as “CD - Commercial Development District” in accordance with the Zoning Regulations of the City of Grand Island. This is a Planned Unit Development district for commercial uses that allows more than one primary use or building on an individual lot.

**FUTURE LAND USE MAP**  
**HUSKER HIGHWAY REDEVELOPMENT AREA**  
**GRAND ISLAND, NEBRASKA**



**LEGEND**

- COMMERCIAL
- REDEVELOPMENT AREA BOUNDARY

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

**\*Lincoln, Nebraska\* 402.464.5383 \***

**ILLUSTRATION 4**

Grand Island, Nebraska  
 General Redevelopment Plan  
 Husker Highway Redevelopment Area



# FUTURE ZONING MAP

HUSKER HIGHWAY REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA



## LEGEND

- CD - COMMERCIAL DEVELOPMENT DISTRICT
- ▭ - ZONING DISTRICT BOUNDARY
- ▭ - REDEVELOPMENT AREA BOUNDARY

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

*\*Lincoln, Nebraska\* 402.464.5383 \**

## ILLUSTRATION 5

Grand Island, Nebraska  
General Redevelopment Plan  
Husker Highway Redevelopment Area

### 3. Recommended Public Improvements

The primary purpose for a **General Redevelopment Plan**, accompanied with the preceding **Blight and Substandard Determination Study**, is to allow for the use of public financing in a specific area. This public financing is planned and implemented to serve as a “first step” for public improvements and encourage private development within the **Husker Highway Redevelopment Area**. The most common form of public improvements occur with infrastructure, specifically streets, water, sanitary sewer and storm sewer systems, sidewalks, open space and recreational uses. The primary infrastructure concerns in the **Husker Highway Redevelopment Area** are the need to extend all utility and infrastructure systems in order to make the **Area** viable for future development opportunities.

The lack of street systems within the **Husker Highway Redevelopment Area** will require an extension of all appropriate public and private access and frontage roads to make the **Area** attractive for development. A planned program of sidewalk paving, curb and gutter, and street paving/resurfacing projects should be established in the **Redevelopment Area**, in conjunction with the Grand Island One- and Six-Year Street Plan.

Private water wells and septic systems and leach fields formerly associated with the abandoned farmstead will need to be decommissioned and removed along with the dilapidated buildings to support redevelopment efforts throughout the **Husker Highway Redevelopment Area**.

Redevelopment finance tools, such as Tax Increment Financing, will provide incentives to facilitate development. Tax Increment Financing can serve as a valuable source of additional monies to defer the cost of the development of all necessary utilities and infrastructural systems within the **Husker Highway Redevelopment Area**. The Community Development Block Program is one example of a State and Federal program to assist in financing development activities in a designated blighted and substandard area.

## Conclusions

Redevelopment activities, in the **Husker Highway Redevelopment Area**, should serve local residents, as well as highway travelers. The redevelopment efforts within the **Area** will foster an appreciation for its image, character and uniqueness in Grand Island.

A successful **General Redevelopment Plan**, for the **Husker Highway Redevelopment Area**, should guide redevelopment and development opportunities, while securing the viability of this **Area** as a combined residential neighborhood and commercial service area. New construction should not imitate, but be compatible by similar materials, colors and heights exhibited by existing structures within, and adjacent to the **Husker Highway Redevelopment Area**.

The Community Redevelopment Authority (CRA) and the City of Grand Island should seek funding sources to create a revolving loan and/or grant program for the rehabilitation and improvement of buildings and public uses in the **Husker Highway Redevelopment Area**. The demolition of existing buildings will enhance the visual appearance of the **Area**, making it more attractive for future development. Prior to transportation network improvements, the City and the CRA should develop a plan to accommodate efficient infrastructure development and improvements.

**The following identifies estimated costs for the improvement of various infrastructure features in the Husker Highway Redevelopment Area.**

Normal Street Replacement

Costs are dependent on street width and thickness of pavement or overlay. Concrete paving of 6" thick with integral curbs costs an estimated \$45 per square yard. Asphalt overlay has a cost of \$3 per square yard, per inch of thickness of asphalt overlay.

The cost to construct a 6" thick, 30' wide concrete street is \$150 per linear foot. The cost to construct a 6" thick, 60' wide concrete street is \$300 per linear foot.

The cost to construct a 2" thick, 30' wide asphalt overlay is \$20 per linear foot. The cost to construct a 2" thick, 60' wide asphalt overlay is \$40 per linear foot.

Ramped Curb Cuts

\$1,250 each

Sanitary Sewer

\$50 to \$60 per linear foot

Water Valves

\$750 each

Fire Hydrants

\$2,500 each

Overlay of Parking Lots

Asphalt overlay costs \$3 per square yard per inch of thickness of asphalt overlay. Therefore the cost of a 2" overlay of a 150 x 150 foot parking lot is \$15,000.

Paved Alleys

The cost for paved alleys is dependent on alley width and pavement thickness. A 6" thick concrete alley would cost \$45 per square yard.

The cost of a 6" thick, 16 foot wide concrete alley is \$80 per linear foot.

The cost of a 6" thick, 20 foot wide concrete alley is \$100 per linear foot.



### Storm Sewers

The cost of Storm Sewers is dependent upon the size of the storm sewer pipe and on the number of inlets required. A breakdown of approximate unit prices is as follows:

15" RCP costs \$22 per linear foot  
18" RCP costs \$26 per linear foot  
24" RCP costs \$35 per linear foot  
30" RCP costs \$44 per linear foot  
36" RCP costs \$52 per linear foot  
42" RCP costs \$61 per linear foot  
48" RCP costs \$70 per linear foot

Inlets cost an estimated \$2,500 each. Therefore, assuming 470 linear feet of 30" storm sewer and four inlets per block, a block of storm sewer would cost \$30,680.

### Public and Private Foundations

This **General Redevelopment Plan** addresses numerous community and economic development activities for the **Husker Highway Redevelopment Area** in Grand Island, Nebraska. The major components of this **Redevelopment Plan** will be accomplished as individual projects, however, a comprehensive redevelopment effort is recommended. Just as the redevelopment efforts should be tied together, so should the funding sources to ensure a complete project. The use of state and federal monies, local equity and tax incentives coupled with private funding sources, can be combined for a realistic and feasible funding package. The following provides a summary listing of the types of funding to assist in implementing this **General Redevelopment Plan**. Each selected redevelopment project should be accompanied with a detailed budget of both sources and uses of various funds.

Building Improvement District  
Tax Increment Financing  
LB 840 or LB 1240  
Historic Preservation Tax Credits  
Low Income Housing Tax Credits  
Sales Tax  
Community Development Block Grants - Re-Use Funds  
Local Lender Financing  
Owner Equity  
Small Business Association-Micro Loans  
Community Assistance Act  
Donations and Contributions  
Intermodal Surface Transportation Efficiency Act

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## **Private Foundations**

American Express Foundation  
Kellogg Corporate Giving Program  
Marietta Philanthropic Trust  
Monroe Auto Equipment Company Foundation  
Norwest Foundation  
Piper, Jaffray & Hopwood Corporate Giving  
Target Stores Corporate Giving  
Pitney Bowes Corporate Contributions  
Burlington Northern Santa Fe Foundation  
US West Foundation  
Woods Charitable Fund, Inc.  
Abel Foundation  
ConAgra Charitable Fund, Inc.  
Frank M. and Alice M. Farr Trust  
Hazel R. Keene Trust  
IBP Foundation, Inc.  
Mid-Nebraska Community Foundations, Inc.  
Northwestern Bell Foundation  
Omaha World-Herald Foundation  
Peter Kiewit and Sons Inc. Foundation  
Thomas D. Buckley Trust  
Valmont Foundation  
Quivey-Bay State Foundation

# REDEVELOPMENT PLAN AMENDMENTS

<u>PROJECT NAME / LOCATION AND COST</u>	<u>RESOLUTION #</u>
1. _____ \$ _____	_____
2. _____ \$ _____	_____
3. _____ \$ _____	_____
4. _____ \$ _____	_____
5. _____ \$ _____	_____
6. _____ \$ _____	_____
7. _____ \$ _____	_____
8. _____ \$ _____	_____
9. _____ \$ _____	_____
10. _____ \$ _____	_____



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item F-1

**#9539 – Consideration of Amending Chapter 22 of the Grand Island City Code Relative to Window Stickers**

Staff Contact: Robert Sivick

# Council Agenda Memo

**From:** Robert J. Sivick, City Attorney

**Meeting:** June 9, 2015

**Subject:** Consideration of Amending Grand Island City Code §22-25(3) Regarding Stickers on Motor Vehicle Glass

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

**Presenter(s):** Robert J. Sivick, City Attorney

## Background

This matter originated when Councilmember Roger G. Steele requested the City of Grand Island (City) Legal Department review a discrepancy between Nebraska State and City law regarding stickers placed on motor vehicle glass. In addition, Councilmember Steele requested the Legal Department draft legislation so the language of City law mirrors the comparable State statute. Councilmember Steele's request originated from a letter he received from local criminal defense attorney Mark T. Porto. Mr. Porto represented Grant Gregory in a case in Hall County (*State v. Gregory* – Hall Cty. Dist. Ct. CR14-627). On March 4, 2015 the Honorable Teresa K. Luther of the Hall County District Court overruled Mr. Gregory's Motion to Suppress Evidence in the aforementioned case. The crux of Judge Luther's ruling was there was probable cause for a Grand Island police officer to stop Mr. Gregory's vehicle due to stickers affixed to the extreme corners of the back windshield. That stop led to the discovery of marijuana in Mr. Gregory's vehicle which resulted in his arrest and prosecution. Judge Luther ruled the legal justification for the stop was Grand Island City Code §22-25(3) which prohibits any stickers on motor vehicle glass.

## Discussion

Neb. Rev. Stat. §60-6,256(1) states in part,

*It shall be unlawful for any person to operate a motor vehicle with any object placed or hung in or upon the motor vehicle, except required or permitted equipment of the motor vehicle, in such a manner as to significantly and materially obstruct or interfere with the view of the operator through the windshield or to prevent the operator from having a clear and full view of the road and condition of traffic behind the motor vehicle.*

Neb. Rev. Stat. §16-246 states in part,

*A city of the first class may make all such ordinances, bylaws, rules, regulations, and resolutions not inconsistent with the general laws of the state as may be necessary or expedient, in addition to the special powers otherwise granted by law, for maintaining the peace, good government, and welfare of the city and its trade, commerce, and manufactures, for preserving order and securing persons or property from violence, danger, and destruction, for protecting public and private property, and for promoting the public health, safety, convenience, comfort, and morals and the general interests and welfare of the inhabitants of the city.*

Grand Island City Code (Code) §22-25(3) states,

*All vehicle glass shall be clear of stickers, signs, or any other material other than that required by law, and no glass shall be broken, cracked, discolored or obscured to such an extent that the visibility of the operator is impaired.*

The Legal Department agrees with Judge Luther's analysis Code §22-25(3) prohibits any stickers on motor vehicle glass regardless of whether it impairs the vision of the operator.

The Legal Department believes Code §22-25(3) is in compliance with Neb. Rev. Stat. §16-246 in that it is not "inconsistent with the general laws of the state". Generally speaking, unless specifically permitted or prohibited by State statute, cities may enact laws more strict but not less strict than comparable State statutes. Although Neb. Rev. Stat. §60-6,256(1) permits motor vehicle window stickers as long as they do not "materially obstruct or interfere with the view of the operator" City Code §22-25(3) is more strict by prohibiting all stickers. Such action is a legally permissible exercise of the City's police powers. In contrast, the City may not specifically permit motor vehicle window stickers that "materially obstruct or interfere with the view of the operator" as such action would negate State law in that portion of Nebraska within the Grand Island city limits.

Research by the Legal Department indicates versions of Neb. Rev. Stat. §60-6,256 have existed since 1959 and Code §22-25 since 1962. The Legal Department was unable to determine why the City Council originally enacted a law more strict than comparable State law regarding stickers on motor vehicle glass.

### **Alternatives**

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

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

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

### **Recommendation**

The City Administration has no recommendation.

### **Sample Motion**

Move to approve.

James I. Shamberg (1921-2010)  
John A. Wolf  
John B. McDermott  
Ronald S. DePué  
Mark T. Porto  
Alfred E. Corey III  
J.D. Sabott

---

SHAMBERG, WOLF,  
McDERMOTT & DEPUÉ

---

Since 1885  
ATTORNEYS AT LAW

308 North Locust Street, Suite 501  
P.O. Box 460  
Grand Island, NE 68802-0460  
308/384-1635  
Fax 308/384-1759

March 31, 2015

COPY

Mr. Roger Steele  
Attorney at Law  
P.O. Box 5104  
Grand Island, NE 68802

RE: Grand Island City Code Section 22-25(3)

Dear Roger:

As per our telephone conversation, enclosed herein is a copy of the Nebraska State Statute regarding obstructions to vehicle windshields. As you can see in Neb. Rev. Stat. §60-6,254, state law allows stickers and other minor obstructions on a back windshield provided that it does not "significantly and materially obstruct or interfere with the view of the operator." The relevant Grand Island City Code Section arguably prohibits any stickers on the back windshield of a vehicle regardless of whether or not there is an impact on the vision of the operator.

In addition to the state statute, I have enclosed a copy of Judge Luther's opinion from a motion to suppress I filed in which the sole basis of the stop was the relevant Grand Island City Code. Judge Luther interpreted this section to prohibit any stickers in the back windshield of a vehicle, regardless of whether or not there was an impact to the operator of the vehicle. Obviously, this would render a large percentage of vehicles operating on the Grand Island highways in violation of the City Code and, perhaps more concerning, provides an easy pretext for law enforcement stops that would otherwise not be available due to a lack of probable cause that a traffic violation has occurred. As the case involving my client shows, this is not merely a hypothetical concern as it has been my experience that law enforcement is well-aware of this Code provision and is using it as a way to stop vehicles which they otherwise do not have a legal basis to stop. Undoubtedly, Judge Luther's opinion will only embolden this behavior.

Ultimately, I have a concern with any law that is regularly and routinely disregarded by an extremely large portion of the community (including the schools which oftentimes sell these stickers) as a law that nobody follows would seem to be a law that is unnecessary. Given this fact, coupled with law enforcement's selective enforcement, I believe this City Code provision should be changed so as to mirror the state statute which prohibits only those obstructions which materially impact the operator's vision.



Roger Steele  
March 31, 2015  
Page 2

Please feel free to call if you have any other questions or concerns. I appreciate your assistance in this matter.

Sincerely,

SHAMBERG, WOLF, McDERMOTT & DEPUE



Mark Porto

MP:jo

Enclosures

*L*

IN THE DISTRICT COURT OF HALL COUNTY, NEBRASKA

STATE OF NEBRASKA,

Plaintiff,

**FILED**

Case No. CR 14-627

vs.

MAR 05 2015

JOURNAL ENTRY

GRANT GREGORY,

VALORIE BENDIXEN  
CLERK OF DISTRICT COURT

15 CR 5 2 14

Defendant.

ON January 29, 2015, this matter came on for hearing on defendant's Motion to Suppress. The State appeared by and through Jon Hendricks, Deputy County Attorney. The defendant appeared by and through Mark Porto, Attorney at Law. Evidence was adduced, arguments presented, and the following briefing schedule set: Simultaneous briefs by February 20, 2015; Simultaneous reply briefs by February 27, 2015. Evidence was adduced and the matter was taken under advisement.

NOW ON THIS 4th day of March, 2015, this matter comes on for decision. After consideration of the evidence, arguments of counsel, briefs, and applicable law, the court finds and orders as follows:

1. On September 27, 2014, Defendant was traveling westbound on Faidley St. in Grand Island when he was stopped by Officer Lyon of the Grand Island Police Department. At the hearing on the motion to suppress, the evidence established that law enforcement was provided with an anonymous tip that an alleged drug transaction had occurred in the parking lot of the Ampride gas station on Old Potash and Webb Rd. in Grand Island, NE. Notably, there was no evidence that law enforcement was aware who



000349377D08

it was that placed the 911 call; what exactly that person witnessed; or any other factual basis behind the assertion in the call that a white vehicle was allegedly involved in what was characterized as a drug transaction. While there was extensive testimony at the hearing about the speed of the vehicle such testimony is irrelevant to the ultimate issue because the officer testified that the vehicle was stopped for a violation of the Grand Island city code prohibiting stickers on the glass of the vehicle. Officer Lyon testified that he saw stickers in the rear window of the vehicle and that he believed the stickers were prohibited by city code.

Subsequent to the stop of Defendant's vehicle, officers observed marijuana located within the vehicle and, thereafter, performed a search. Defendant concedes that probable cause existed to search the interior of the vehicle after the stop was conducted and marijuana was observed by the officer on the scene. Defendant's sole contention is that the evidence seized from within the vehicle should nevertheless be suppressed because of the illegality of the underlying stop.

2. Defendant argues that the anonymous 911 call was insufficient to constitute a lawful basis to perform the initial arrest. Defendant further argues that the speeding violation is not valid. However, the reason for the stop as articulated by the officer was a city code violation, not a speeding violation. The success of the motion to suppress, by the Defendant's own admission in his brief, depends on the validity of the stop. The applicable city code section relied on by the officer who stopped the vehicle is 22-25. That section provides in part:

Every motor vehicle operated upon the streets, highways, or alleys of the City shall meet the following requirements, to wit:

(3) *Glass*. All vehicle glass shall be clear of stickers, signs, or any other material other than that required by law, and no glass shall be broken, cracked, discolored or obscured to such an extent that the visibility of the operator is impaired.

Defendant concedes that there were stickers affixed to his back windshield. The evidence shows that the stickers were affixed and placed in the extreme corners of the windshield and did not obstruct the visibility of anyone driving the vehicle. Ultimately, the essence of this issue is whether the portion of § 22-25(3) stating, "to such an extent that the visibility of the operator is impaired" relates only to the portion of the code regarding "broken, cracked, discolored, or obscured" glass or in the alternative, whether it applies to the entire ordinance, including the first part of the sentence regarding stickers.

Both the State and Defendant cite *State v. Knutson*, 288 Neb. 823 (2014) for direction on statutory construction. Absent a statutory indication to the contrary the words in a statute must be given their ordinary meaning and, if ambiguous, any ambiguity should be resolved in Defendant's favor. In the instant case, the word "and" separates two parts of the sentence. The first part of the sentence states that the glass shall be free of stickers except those required by law. The second part of the sentence provides that no glass shall be broken, cracked, discolored, or obscured to such an extent that visibility of the driver is impaired. The issue is whether "to such an extent that visibility of the driver is impaired" also applies to the first part of the sentence. It would take a tortured reading

to connect the two phrases—All vehicle glass shall be clear of any stickers, signs, or any other material other than that required by law to such an extent that visibility of the driver is impaired. A plain reading of the code section sets forth an absolute prohibition against having stickers in the window (except as required by law) and also prohibits having windows that are colored or broken to such an extent that the driver's vision is impaired.

The Nebraska Supreme Court in *State v. Prescott*, 280 Neb. 96 (2010), stated that "In determining whether the government's intrusion into a motorist's Fourth Amendment interests was reasonable, the question is not whether the State ultimately proved that violation. Instead, an officer's stop of a vehicle is objectively reasonable when the officer has probable cause to believe that a traffic violation has occurred." In *State v. Ball*, 271 Neb. 140 (2006), the Court clarified that probable cause merely requires that the facts available to the officer would cause a reasonably cautious person to believe that the suspect has committed an offense; it does not demand any showing that this belief be correct or more likely true than false. In this case the officer testified he saw stickers in the rear window and believed this to be a violation of the city code. This is sufficient probable cause to initiate the traffic stop and does not constitute an unreasonable intrusion into Defendant's Fourth Amendment rights. Defendant's Motion to Suppress should be overruled.

**3. IT IS THEREFORE THE ORDER OF THIS COURT** that Defendant's Motion to Suppress should be and hereby is overruled. Pretrial Conference is scheduled

for March 5, 2015, at 9:00 a.m. Trial is scheduled for the jury term beginning April 13,  
2015 at 9:00 a.m.

**BY THE COURT:**

A handwritten signature in black ink, appearing to read 'Teresa K. Luther', written over a horizontal line.

**TERESA K. LUTHER  
DISTRICT JUDGE**

pc: County Attorney's Office  
Mark Porto

ORDINANCE NO. 9539

WHEREAS, it is in the best interests of the City of Grand Island that the provision of the Grand Island City Code regarding stickers, signs or any other material placed on motor vehicle window glass be amended to conform with the language in the applicable provision of the Nebraska Revised Statutes,

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

I. That §22-25 of the Grand Island City Code be amended to read as follows:

**§22-25. Vehicles Operated Upon Streets**

Every motor vehicle operated upon the streets, highways, or alleys of the City shall meet the following requirements, to wit:

(1) *Windshield Wipers*. All vehicles shall be equipped with a windshield wiper in good working condition that will wipe off moisture uniformly over the entire sweep of the wiper.

(2) *Rear View Mirror*. All vehicles shall be equipped with a rear view mirror, sufficiently large and in good reflective condition, so located, fastened and adjusted as to reflect to the driver at all times a clear view of the highway for a distance of at least two hundred (200) feet to the rear of such vehicle.

(3) *Glass*. ~~It shall be unlawful for any person to operate a motor vehicle with any object placed or hung in or upon the motor vehicle, except required or permitted equipment of the motor vehicle, in such a manner as to significantly and materially obstruct or interfere with the view of the operator through the windshield or to prevent the operator from having a clear and full view of the road and condition of traffic behind the motor vehicle. Any sticker or identification authorized or required by the Federal Government or any agency thereof or the State of Nebraska or any political subdivision thereof may be placed upon the windshield of the motor vehicle without violating this section.~~ All vehicle glass shall be clear of stickers, signs, or any other material other than that required by law, and no glass shall be ~~It shall be unlawful for any person to operate a motor vehicle with glass that is~~ broken, cracked, discolored, or obscured to such an extent that the visibility of the operator is impaired.

(4) *Tires*. All vehicle tires shall be in a safe condition. A tire shall be considered unsafe if the outer tread is worn down to the breaker strip, or if such tire is not free from bulges or breaks caused by broken fabric.

(5) *Wheel Alignment*. Wheels shall be aligned so that side slippage due to error in alignment as indicated by an alignment indicator shall not exceed 30 feet per mile.

(6) *Steering Equipment*. All steering equipment on vehicles shall be in good condition and wheel play shall not exceed twenty-five degrees.

(7) *Muffler*. All motor vehicles shall be equipped with a muffler in good working condition and in constant operation to prevent excessive or unusual noise and annoying smoke. No "muffler cut-out" shall be used on any vehicle.

(8) *Height*. No vehicle unladen or with load shall exceed a height of 13 feet, 6 inches; provided, however, the owners, lessees, and operators, jointly and severally, of vehicles exceeding 12 feet, 6 inches, in height shall assume the risk of loss to the vehicle or its load, and shall be liable for any damages that result to overhead obstructions from operation of a vehicle exceeding 12 feet, six inches, in height.

II. Any Ordinances or parts of Ordinances in conflict are hereby repealed.

III. This ordinance shall be in full force and will take effect from and after its passage and

Approved as to Form	▣ _____
June 5, 2015	▣ City Attorney

ORDINANCE NO. 9539 (Cont.)

publication pursuant to law.

Enacted: June 9, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-1

**Approving Minutes of May 26, 2015 City Council Regular Meeting**

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
May 26, 2015

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 May 26, 2015. Notice of the meeting was given in *The Grand Island Independent* on May 20, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:09 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Jeremy Jones was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by Pastor Bill Pavuk, St. Pauls Lutheran Church, 1515 South Harrison Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Zombie in the Heartland 2015" May 28-31, 2015. Mayor Jensen proclaimed May 28-31, 2015 as "Zombie in the Heartland 2015". Parks and Recreation Director Todd McCoy explained the Zombie week events and recognized several partners and volunteers who make this event successful. Neil Davies representing Hornady Manufacturing thanked all those people and sponsors who make this event happen.

RESOLUTION:

#2015-131 - Consideration of Approving Amendment to Finance Personnel FTE Budget Allocation. Interim Finance Director William Clingman reported that the Finance Department was reorganizing the structure of the department to better serve customers and achieve adequate staffing levels. Recommended were 2 new FTEs (Customer Service Team Leader and an Accountant) and 2 changes to existing FTEs (Assistant Finance Director to replace Senior Accountant and Payroll Clerk to replace Accounting Clerk). Also mentioned was a new Utility Customer Service Center at the corner of Sycamore Street and 1<sup>st</sup> Street.

Motion by Haase, second by Hehnke to approve Resolution #2015-131. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

ORDINANCE:

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

#9538 - Consideration of Amending Salary Ordinance Relative to FTE Changes in the Finance Department

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

Discussion was held concerning posting the new positions. City Attorney Robert Sivick stated this was an internal change which would reflect the work being done currently, with job titles and salary ranges being changed.

Motion by Stelk, second by Hehnke to approve Ordinance #9538.

City Clerk: Ordinance #9538 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Steele, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmembers Paulick and Minton voted no. Motion adopted.

City Clerk: Ordinance #9538 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Steele, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmembers Paulick and Minton voted no. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9538 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of May 12, 2015 City Council Regular Meeting.

Approving Minutes of May 19, 2015 City Council Study Session.

Approving Request for Liquor Manager Designation for Charity I. Hespe, 754 K Road, Chapman, NE with Ruby Tuesday, 3429 West 13th Street.

#2015-132 - Approving Change Order #1 for Precipitator, Bottom Ash and Boiler Industrial Cleaning - Spring, 2015 at Platte Generating Station with Veolia North America of Liberty, MO for an Increase of \$57,161.50 and a Revised Contract Amount of \$264,301.60.

#2015-133 - Approving Certificate of Participant Form for PPGA/Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2015 Series A.

#2015-134 - Approving Change Order #3 for Air Quality Control System Engineering at Platte Generating Station with Kiewit Power Engineers of Lenexa, KS for an Increase of \$27,865.00 and a Revised Contract Amount of \$474,399.00.

#2015-135 - Approving Change Order No. 1 for Handicap Ramp Project No. 2015-HC-1 with The Diamond Engineering Company of Grand Island, NE for an Increase of \$3,275.00 and a Revised Contract Amount of \$200,981.81.

#2015-136 - Approving Award of Proposal for Consulting Services for the Re-Permitting of the Solid Waste Landfill with SCS Aquaterra of Omaha, NE for an Amount not-to-exceed \$20,188.00.

#2015-137 - Approving Certificate of Final Completion and Scheduling the Board of Equalization for Fence Removal at 904 W Phoenix Avenue with Galvan Construction, Inc. of Grand Island, NE.

#2015-138 - Approving Physio-Control Cardiac Monitor Maintenance Contract.

#2015-139 - Amending City Fee Structure to Include Cemetery Columbarium Fee's.

#2015-140 - Approving Renewal of Building Lease Agreement with the Nebraska State Patrol at the Former Cornhusker Army Ammunition Plant in an Amount of \$800.00 for two years.

#2015-141 - Approving 2015 GIPD & HCSO JAG (Justice Assistance Grant) Application and Funding.

REQUESTS AND REFERRALS:

Consideration of Accepting Petition for Creation of Water Main District - Lots Five (5) and Twelve (12) Garland Place Subdivision - Stauss Road. Utilities Director Tim Luchsinger reported that a petition had been received from the property owner within the Garland Place Subdivision (4119 Stauss Road) requesting City water service. Discussion was held regarding this being an extension of the current water service.

Motion by Stelk, second by Paulick to approve. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitzke to approve the Claims for the period of May 13, 2015 through May 26, 2015, for a total amount of \$6,873,998.79. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:38 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-2

### **Approving Appointment of Jackie Bowen to the Downtown Business Improvement District 2013 Board**

*Mayor Jensen has submitted the appointment of Jackie Bowen to the Downtown Business Improvement District 2013 board to replace Kris Jerke who resigned. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2018.*

Staff Contact: Mayor Jeremy Jensen



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-3

**Approving Request for Liquor Manager Designation for Tyra Love, 211 South Sycamore Street with Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue, Suite L**

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** June 9, 2015

**Subject:** Request from Tyra Love, 211 South Sycamore Street for Liquor Manager Designation with Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue, Suite L

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

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

## Background

Tyra Love, 211 South Sycamore Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue, Suite L.

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

## Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report. Ms. Love has completed a state approved alcohol server/seller training program.

## Alternatives

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the request from Tyra Love, 211 South Sycamore Street for Liquor Manager Designation in conjunction with the Class "C-109344" Liquor License for Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue, Suite L.



05/28/15  
14:31

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
 Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
 Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
 When reported : 08:00:00 05/28/2015  
 Date disposition declared : \*\*/\*\*/\*\*\*\*  
 Incident number : L15053029  
 Primary incident number :  
 Incident nature : Liquor Lic Inv Liquor Lic Inv  
 Incident address : 710 Diers Ave N  
 State abbreviation : NE  
 ZIP Code : 68803  
 Contact or caller :  
 Complainant name number :  
 Area location code : PCID Police - CID  
 Received by : Vitera D  
 How received :  
 Agency code : GIPD GIPD Grand Island Police Dept  
 Responsible officer : Vitera D  
 Offense as Taken :  
 Offense as Observed :  
 Disposition :  
 Misc. number : RaNae  
 Geobase address ID :  
 Long-term call ID :  
 Clearance Code : CL CL Case Closed  
 Judicial Status : NCI Non-criminal Incident

=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	167736	05/28/15	Love, Tyra M	Liquor Manager
NM	168628	05/28/15	Love, Rodney Roy	Tyra's Spouse
NM	194860	05/28/15	Smoker Friendly,	Business

Involved

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code : Miscellaneous  
 ---  
 1 LT17 LT17 Liquor Store

LAW INCIDENT NARRATIVE:

I received a copy of a liquor manager application from Tyra Love for Smoker Friendly Liquor and Tobacco.

LAW INCIDENT OFFENSES DETAIL:

Se Offe Offense code : Arson Dama  
 ---

1 AOFF AOFF Alcohol Offense 0.00

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

-----  
1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date  
-----  
1 Vitera D 10:39:07 05/28/2015

Grand Island Police Department  
Supplemental Report

Date, Time: Thu May 28 10:39:21 CDT 2015  
Reporting Officer: Vitera  
Unit- CID

I received a copy of a liquor manager application from Tyra Love for Smoker Friendly Liquor and Tobacco located at 710 N. Diers. According to her application, Tyra has lived in Grand Island for the last five years and has lived in Nebraska for at least the last thirteen years. She is married to Rodney Love who signed a Spousal Affidavit of Non-Participation form. Tyra is also the current liquor manager at Smoker Friendly located at 802 W. 2nd St. in Grand Island. I did the investigation for that position in August of 2011.

I checked Tyra in Spillman and NCJIS. I did not locate any entries in Spillman which would indicate that Tyra has any criminal convictions. The only undisclosed convictions I found in NCJIS are a speeding conviction in October of 2014 and a conviction for licensing a vehicle without liability insurance in March of 2005.

I also checked Rodney Love in Spillman and NCJIS. According to information in Spillman, it appears that Rodney has had some domestic issues with Tyra where he has been arrested and referred to the County Attorney. NCJIS confirmed convictions for stalking and violation of a protection order that were listed in Spillman. Additional convictions include: DUI in '98, False Reporting in '99, Disturbing the Peace in 2010, and markings for a commercial motor vehicle in 2014. He also has a couple of warrant arrests for failing to pay or failing to appear. I'm not sure about the disposition on the warrant arrests.

One part of this liquor manager application asks if the applicant has ever been convicted of any charge. It goes on to explain the question by saying, "Has anyone who is a party to this application, or their SPOUSE, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution.

Even though Rodney signed a Spousal Affidavit of Non-Participation form, the question about convictions applies to him because it specifically refers to the spouse of the applicant and anyone who is a party to the application. Rodney and Tyra's failure to disclose all of their convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed convictions would fall under state law or local ordinance. However, the Grand Island Police Department has no objection to Tyra Love becoming the liquor manager for Smoker Friendly on Diers since Tyra has no criminal history in the State of Nebraska except two minor violations, Rodney signed a Spousal Affidavit of Non-Participation form, and Tyra is currently the liquor manager at the Smoker Friendly on 2nd Street.



# **City of Grand Island**

**Tuesday, June 9, 2015**

**Council Session**

## **Item G-4**

**Approving Request for Liquor Manager Designation for Jack  
Bailey, 3100 West 2nd Street with Smoker Friendly/T & D  
Liquors, 802 West 2nd Street**

**Staff Contact: RaNae Edwards**

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** June 9, 2015

**Subject:** Request from Jack Bailey, 3100 West 2<sup>nd</sup> Street for Liquor Manager Designation with Smoker Friendly/T & Liquors, 802 West 2<sup>nd</sup> Street

**Item #'s:** G-4

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

## Background

Jack Bailey, 3100 West 2<sup>nd</sup> Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Smoker Friendly/T & D Liquors, 802 West 2<sup>nd</sup> Street.

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

## Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report. Mr. Bailey has completed a state approved alcohol server/seller training program.

## Alternatives

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the request from Jack Bailey, 3100 West 2<sup>nd</sup> Street for Liquor Manager Designation in conjunction with the Class “C-81279” Liquor License for Smoker Friendly/T & D Liquors, 802 West 2<sup>nd</sup> Street.

05/29/15  
10:32

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

```

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 08:00:00 05/29/2015
Date disposition declared : **/**/****
Incident number : L15053148
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 802 2nd St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number : RaNae
Geobase address ID :
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

```

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	49690	05/29/15	Smoker Friendly,	Business
Involved				
NM	70124	05/29/15	Bailey, Jack D	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

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Se Circu Circumstance code      Miscellaneous
-- -----
1  LT17  LT17 Liquor Store

```

INCIDENT M.O. DETAIL:

Seq	M.O. Factor	M.O. Factor	M.O. Method
1	Crime Class	Crime Class	Civil

LAW INCIDENT NARRATIVE:

I received a copy of a liquor manager application from Jack Bailey for Smoker Friendly located at 802 W. 2nd Street.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson	Dama
1	AOFF	AOFF Alcohol Offense		0.00

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	09:34:15 05/29/2015

Grand Island Police Department  
Supplemental Report

Date, Time: Fri May 29 09:34:26 CDT 2015  
Reporting Officer: Vitera  
Unit- CID

I received a copy of a liquor manager application from Jack Bailey for the Smoker Friendly store on 2nd Street. According to the application, Jack has lived in Nebraska since at least 2005 and in Kearney and Grand Island since 2007. No other people are listed on the application. Jack is currently the liquor manager at the Smoker Friendly store located on Diers Ave. in Grand Island. Jack disclosed a conviction for possessing less than an ounce of marijuana in 2008. The conviction was set aside in May of 2014. No other convictions were disclosed.

I checked Jack through Spillman and NCJIS. The first thing I read in Spillman is the liquor manager investigation into Jack Bailey at Smoker Friendly located on Diers in August of last year. I read that report and discovered that in addition to his marijuana possession charge that was set aside, he disclosed a conviction for MIP and possession of drug paraphernalia in 2003. Spillman showed the citation in connection with that incident. I didn't find any other potential convictions in Spillman. NCJIS doesn't show any undisclosed convictions for Jack.

Since I had just completed a report yesterday involving Tyra Love becoming the liquor manager at Smoker Friendly on Diers, I called Jack and asked him why they were switching and why he didn't disclose the other conviction that he disclosed last time. Jack said he was told that new applications had to be filled out since he and Tyra are switching stores. I asked why they are switching, and he said it was a personnel



issue that I would have to talk to a supervisor about. He also said that he just forgot to disclose the MIP conviction on this application.

In summary, since Jack is already a liquor manager and he doesn't have any new convictions since he was last approved, the Grand Island Police Department doesn't have any objection to him becoming the liquor manager at Smoker Friendly located at 802 W. 2nd Street.



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-5

**#2015-142 - Approving Contract Renewal with Environmental Systems Research Institute (ESRI) for Geographic Information System (GIS).**

**Staff Contact: William Clingman, Interim Finance Director**

# Council Agenda Memo

**From:** William Clingman, Interim Finance Director

**Meeting:** June 9, 2015

**Subject:** Renewing Small Government Enterprise License Agreement from Environmental Systems Research Institute (ESRI)

**Item #'s:** G-5

**Presenter(s):** William Clingman, Interim Finance Director

## Background

The City of Grand Island has a comprehensive computerized Geographic Information System (GIS). The GIS consists of hardware, software and methods designed to support the data capture, processing, analysis, modeling and display of geospatial data. The data includes property boundaries, utility features, sanitary/storm sewer features, U.S census blocks, street centerlines, discrete addresses, zoning, fire districts, political boundaries, several years of aerial photography, optical remote sensing technology known as Light Detection and Ranging (LiDAR), and several more. Nearly all city departments have benefited from this data. The software required to edit, manipulate, analyze and present this data is provided by Environmental Systems Research Institute (ESRI). During the last three years, we have installed and updated ArcInfo on approximately 30 PCs. In addition to the desktop software, we have also installed and updated server based software such as ArcGIS Server and ArcIMS to distribute maps and data on the internet either through MapSifter or other online applications. This license agreement greatly simplifies the licensing and procurement for ESRI software and allows unlimited installs for the three year contract period.

## Discussion

The current three year Small Government Enterprise License Agreement with ESRI, which was signed May 22, 2012 in resolution 2012-135 and will expire June 29, 2015. This agreement will renew for an additional three years at the same cost to the City as it was three years ago. The agreement will be paid in three annual installments of \$35,000 each for a total of \$105,000.

The new agreement for the City of Grand Island from ESRI, Inc., a General Services Administration (GSA) Contract reseller with special pricing available to government agencies, will be effective from June 30, 2015 through June 29, 2018. This purchase is budgeted for \$35,000 annually in the Information Technology Division Fund.

### **Alternatives**

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

1. Approve the three year renewal of ESRI licenses.
2. Disapprove or deny the agreement.
3. Modify the Resolution
4. Delay the issue to a later meeting

### **Recommendation**

City Administration recommends that the Council approve the new three year ESRI license agreement.

### **Sample Motion**

Move to approve the Small Government Enterprise License Agreement with ESRI at a total cost of \$105,000 that is payable in three annual installments of \$35,000 each.



**Quotation # 20465832**

Date: March 13, 2015

**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**  
St Louis Regional Office, 3060 Little Hills Expressway  
St. Charles, MO 63301  
Phone: (636) 949-6620 Fax: (800) 330-7053  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Customer # 363161 Contract #**

City of Grand Island  
Information Technology Dept  
100 E 1st St  
Grand Island, NE 68802

ATTENTION: Robyn Splattstoesser  
PHONE: (308) 385-5444  
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 03/13/2015 To: 06/11/2015*

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement Year 1	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement Year 2	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement Year 3	35,000.00	35,000.00
			Item Total:	105,000.00
			Subtotal:	105,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			<b>Total:</b>	<b>\$105,000.00</b>

Please reference attached cover letter for terms and payment information

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Kim Wehrle	<b>Email:</b> <a href="mailto:kwehrle@esri.com">kwehrle@esri.com</a>	<b>Phone:</b> (636) 949-6620 x8533
<p>The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at <a href="http://www.esri.com/legal">www.esri.com/legal</a>, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.</p> <p><b><i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i></b></p>		

WEHRLEK

**This offer is limited to the terms and conditions incorporated and attached herein.**



**Esri Use Only:**  
 Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE LICENSE AGREEMENT  
 COUNTY AND MUNICIPALITY  
 (E214-2)**

This Agreement is by and between the organization identified in the Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Unlimited Quantities**

**Desktop Software and Extensions**

ArcGIS for Desktop Advanced  
 ArcGIS for Desktop Standard  
 ArcGIS for Desktop Basic  
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

**Server Software and Extensions**

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)  
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime Standard  
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

**Limited Quantities**

One (1) Annual Subscription to Esri Developer Network (EDN) Standard\*  
 One (1) Esri CityEngine Advanced Single Use License  
 One (1) Esri CityEngine Advanced Concurrent Use License  
 One (1) ArcGIS Online Subscription

**OTHER BENEFITS**

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	<b>Level 3</b>
Number of Esri User Conference registrations provided annually	<b>3</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>3</b>
Maximum number of sets of backup media, if requested**	<b>2</b>
Virtual Campus Annual User License allowance	<b>7,500</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

\*Maintenance is not provided for these items.

\*\*Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Licensee)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### LICENSEE CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Incident"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"License Agreement"** means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Licensee.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

**2.2 Consultant Access.** Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure



funding through the legislative or governing body's approval process.

#### 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

**4.2 Product Life Cycle.** During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

##### a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.

5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

##### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

#### 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

### 8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

RESOLUTION 2015-142

WHEREAS, the Information Technology Division of the Finance Department works continually on maintaining the city's computer network, both hardware and software; and

WHEREAS, due to the growing number of Geographic Information System (GIS) users, the variety of GIS software programs utilized and the constant need for software upgrades, it is imperative to consistently maintain the entire city software licenses; and

WHEREAS, the City of Grand Island can utilize the Environmental Systems Research Institute (ESRI) Small Government Enterprise License Agreement to install an unlimited amount of licenses with the City until June, 2018; and

WHEREAS, the cost for such an agreement is \$105,000, which can be paid in three annual installments of \$35,000; and

WHEREAS, this is the most cost effective approach to upgrading GIS software; and

WHEREAS, the proposed agreement 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 Information Technology Department is hereby authorized to utilize the ESRI Small Government Enterprise License Agreement by entering into a three-year agreement to license any City computer for ESRI software at a cost of \$105,000, which can be paid in three annual installments.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
June 5, 2015	☐ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-6

**#2015-143 - Approving Power Purchase Agreement with Invenergy  
for the Prairie Breeze III Project**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Robert Sivick, City Attorney

**Meeting:** June 9, 2015

**Subject:** Power Purchase Agreement with Invenergy for the  
Prairie Breeze III Project

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

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

## Background

State statute requires that public utilities in Nebraska provide its customers with adequate electric service at as low of an overall cost as possible, consistent with sound business practices. To do so, public utilities must look at long-term, in addition to immediate, issues in an overall context. The Utilities Department has taken an approach in its energy supply strategy to incorporate multiple facilities using a blend of fuel sources. This allows flexibility in managing costs that can occur because of market conditions due to industry issues or environmental concerns. Energy supply planning must also take into account the long timeframes that are common in electric generation development, therefore, utilities plan for conditions projected at least five to ten years in the future, sometimes even longer.

Traditional energy sources in Nebraska have been based on coal because of the close proximity of mines in Wyoming and a robust railroad system through this area. These have been supplemented with hydro, natural gas and nuclear facilities, resulting in low cost power to Nebraska customers.

Due to developing environmental concerns, the State's utilities have been developing facilities with renewable energy sources, primarily wind generation because of its potential compared to solar or biofuels. Grand Island has participated in some of these projects on a minor basis to learn more of the details of wind generation costs and operational issues. At this time, wind supplies a little over one percent of the City's energy requirements and has resulted in a cost impact to electric rates of less than one percent.

On May 8, 2012 Council approved a resolution to direct the Utilities Department to evaluate potential renewable energy projects and provide to Council recommendations for participation as needed to maintain a balanced energy portfolio.

### **Discussion**

On March 24, 2015 Council approved execution of a Non-Disclosure Agreement with Invenergy to begin discussions regarding a wind energy project, and on April 28, 2015 approved execution of a Letter of Intent with Invenergy for a non-binding agreement to purchase wind energy. Since that date, City Administration and Department staff has held discussions with Invenergy regarding a Power Purchase Agreement (PPA) between the City and Invenergy's Prairie Breeze Wind Energy III Project. The discussions resulted in a proposed plan for the City to consider execution of a PPA with Invenergy for the entire capacity of the Project with subsequent participation agreements between the City and the Nebraska City Utilities and the City of Neligh for minority positions in the Project. This information was presented during a hearing of the Nebraska Power Review Board on May 22, 2015 for the Project based on need and cost, and the Project was approved contingent on the execution of a PPA between Invenergy and the City. Subsequently, the City engaged the services of Fraser Stryker for legal counsel for the PPA negotiations with Invenergy, resulting in the final PPA enclosed for Council review under separate confidential cover.

### **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 Power Purchase Agreement with Invenergy, doing business as Prairie Breeze Wind Energy III LLC, for the Prairie Breeze III Project.

### **Sample Motion**

Move to the Power Purchase Agreement with Invenergy, doing business as Prairie Breeze Wind Energy III LLC, for the Prairie Breeze III Project.

RESOLUTION 2015-143

WHEREAS, on May 8, 2012 Council approved a resolution to direct the Utilities Department to evaluate potential renewable energy projects and provide to Council recommendations for participation as needed to maintain a balanced energy portfolio ; and

WHEREAS, on March 24, 2015 Council approved execution of a Non-Disclosure Agreement with Invenergy to begin discussions regarding a wind energy project, and on April 28, 2015 approved execution of a Letter of Intent with Invenergy for a non-binding agreement to purchase wind energy ; and

WHEREAS, City Administration and Department staff has held discussions with Invenergy regarding a Power Purchase Agreement (PPA) between the City and Invenergy's Prairie Breeze Wind Energy III Project; and

WHEREAS, this information was presented during a hearing of the Nebraska Power Review Board on May 22, 2015 for the Project based on need and cost, and the Project was approved contingent on the execution of a PPA between Invenergy and the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approve the Power Purchase Agreement with Invenergy, doing business as Prairie Breeze Wind Energy III LLC, for the Prairie Breeze III Project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 5, 2015	▣ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-7

**#2015-144 - Approving Agreement Supplemental No. 1 with Olsson Associates for Construction Engineering Services for Capital Avenue Widening – Webb Road to Broadwell Avenue**

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



# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** June 9, 2015

**Subject:** Approving Agreement Supplemental No. 1 with Olsson Associates for Construction Engineering Services for Capital Avenue Widening – Webb Road to Broadwell Avenue

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

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

## Background

All agreements must be approved by the City Council.

The Capital Avenue – Webb Road to Broadwell Avenue widening project will consist of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road through Broadwell Avenue. The new roadway will consist of five lane curbed concrete pavement. Other improvements include construction of sidewalks and a concrete hike/bike trail, updated street lighting, and construction of new storm sewer. A pedestrian signal will be constructed approximately 1000' east of Webb Road to provide for safe crossing for users of the hike/bike trail.

This project will receive federal funding through the Surface Transportation Program (STP), which has typically been applied on an 80/20 basis. However, due to changes brought about by the new federal highway bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21) and the NDOR's Federal Fund Purchase Program beginning in March 2016, federal funding for this project has been capped. Reference is made to Resolution 2013-141 approved by City Council on May 14, 2013.

Total project costs are now estimated to be \$10,118,895.63. Subtracting the federal capped funds of \$6,527,328.00 the local funding necessary to complete this project is estimated at \$3,591,567.63. This project will have a 35.5% local funding and a 64.5% federal funding. Breakdown of estimated costs are as follows:

Preliminary Engineering	\$533,217.28
Northwestern Energy	\$620,268.00
CenturyLink	\$272,389.00
Grand Island Utilities	\$725,000.0
Right-of-Way Acquisition	\$278,606.00
Construction	\$7,086,573.25
Construction Engineering	\$602,842.10
<b>Total Estimated Project Costs</b>	<b>\$10,118,895.63</b>

\$10,118,895.63 (*Total Estimated Project Costs*)

- \$ 6,527,328.00 (*Federal Funds Cap*)

\$ 3,591,567.63 (*Local Funding*)

City Council approved Resolution No. 2015-52 on February 24, 2015, which allowed the City to enter into a Professional Service Task Order Agreement for this project with Olsson Associates of Grand Island, Nebraska for a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs, with a total amount of \$602,842.10.

## Discussion

It has been determined by the City and State that the Professional Service Task Order Agreement was not the proper agreement to carry out the wishes of both parties. The request is to void such agreement and enter into a “Supplemental No. 1 Professional Service Agreement”.

The cost involved with this new agreement will not differ from the original agreement and will remain at a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs in accordance with Exhibit “A”, with a total amount of \$602,842.10.

The tentative start date for construction is June 1, 2015. The project is expected to be completed June 1, 2016.

## 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 Professional Service Agreement Supplemental No. 1 with Olsson Associates to perform construction engineering services for the Capital Avenue Widening Project; Webb Road to Broadwell Avenue.

## **Sample Motion**

Move to approve the resolution.

**SUPPLEMENT #1 PROFESSIONAL SERVICES, CONSULTANT**  
**LPA PROJECTS**  
**CONSTRUCTION ENGINEERING SERVICES**

CITY OF GRAND ISLAND  
OLSSON ASSOCIATES, INC.  
PROJECT NO. URB-5436(5)  
CONTROL NO. 42707  
CAPITAL AVENUE, WEBB-WHEELER

THIS AGREEMENT, made and entered into by and between the City of Grand Island  
Nebraska hereinafter referred to as the "LPA", and Olsson Associates, Inc., hereinafter referred  
to as the "Consultant", and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on February 24, 2015 the parties entered into an agreement BK1511  
entitled "Professional Services Task Order",

WHEREAS, the parties has now determined that the "Professional Service Task Order"  
was not the proper agreement to carry out the wishes of the parties,

WHEREAS, the parties wish to void the "Professional Service Task Order Agreement"  
and enter into a "Profession Service Agreement" instead, using the same agreement number,

WHEREAS, LPA has completed or is in the process of completing plans, special  
provisions, and standard specifications for the letting and construction of a federal-aid  
transportation related construction project; and

WHEREAS, the LPA's federal-aid project is designated as Project No. URB-5436(5),  
and

WHEREAS, the project identified above is solely the responsibility of the LPA; the  
State's involvement in this project is for the sole purpose of acting as the representative of the  
Federal Highway Administration (FHWA) for eligibility of the project for federal funding; and

WHEREAS, the LPA used a qualification based selection process to select the  
Consultant to provide Construction Engineering services, hereinafter referred to as Services,  
and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all  
requirements of the Nebraska Board of Engineers and Architects to provide consultant  
engineering services in the State of Nebraska; and

WHEREAS, LPA and Consultant wish to enter into this agreement to specify the duties  
and obligations of the Parties for the Services described herein; and

WHEREAS, Consultant is willing to perform Services in accordance with the terms  
hereinafter provided; agrees to comply with all federal, state, and local laws and ordinances

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applicable to this agreement, and agrees to comply with all applicable federal-aid transportation

project related program requirements, so that Consultant's costs of Construction Engineering will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that these Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal-Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge, and

WHEREAS, the State has let or will let a construction contract for the project on behalf of the LPA, and

WHEREAS, the Consultant is required to use the State provided construction recordkeeping system (Trans•Port SiteManager), for the Services provided under this agreement.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows: The agreement of the parties entitle "Professional Services Task Order" signed by the state on February 24, 2015 is hereby void and superceded by this agreement.

SECTION 1. DEFINITIONS

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

"LPA" for this agreement LPA means City of Grand Island (city or county). In this agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"CONSULTANT" means the firm of Olsson Associates Inc. and any employees thereof, whose business and mailing address is 610 P Street, Lincoln, Nebraska, 68508.

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf>.

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"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual.

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

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

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

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to determine whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

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

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

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective on the date it is signed by the LPA and will end upon:

(1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 5. SCOPE OF SERVICES

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Consultant understands that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant agrees that the Scope of Services for this work will be in two parts. Part one of the Scope of Services is contained within the "General Scope of Services" set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project.
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document.
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

Consultant and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy. The Consultant agrees to provide the services listed on Exhibit "A" for Project. URB-5436(5), Control No. 42707, in Hall County, Nebraska.

*General Scope of Services:*

The Consultant services generally include, but are not limited to: project management; construction engineering; pre-construction staking; traffic control plans; conducting the preconstruction conference; construction staking; project inspection; materials sampling and testing during project construction; monitoring environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications [the Standard Specifications for Highway Construction of NDOR (Current Edition)], change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard

specifications, and other contract documents are hereby incorporated by reference into this agreement, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector," (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual - Current Edition
- (2) Materials Sampling Guide (NDOR)
- (3) Standard Methods of Tests – 2006 (NDOR)
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices
- (6) AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- (7) The ASTM Standards
- (8) NDOR Final Review Manual

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals.

The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA,



through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant is required to use Trans•Port SiteManager as the construction recordkeeping system for Services under this contract.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specially agreed to by the LPA.

The Parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

Additional Requirements:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The Consultant will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- D. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the State Representative (two copies). Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.

F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this agreement.

G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the Consultant. The Parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this agreement.

H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

#### SECTION 6. STAFFING PLAN

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in this agreement. The primary team is expected to be directly responsible for providing the field services for the work under this agreement. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During construction, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement and the Master

Agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

**SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

- Neb.Rev.Stat. § 4-114.** I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- If the Consultant is an individual or sole proprietorship, the following applies:
1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at [www.transportation.nebraska.gov/providev/#save](http://www.transportation.nebraska.gov/providev/#save).
  2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

The LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this

agreement, 2) LPA's determination that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all work under this agreement within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion", and the work must be invoiced within 105 calendar days of the construction completion date. Any exception to this deadline will require prior approval from the State's Construction Division Project Coordinator. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

#### SECTION 9. FEES AND PAYMENTS

The Consultant's fee proposal is set out on Exhibit "A". The general provisions concerning payment under this agreement are set out on the Exhibit "B", attached hereto and made a part of this agreement.

For performance of the services under the terms of this agreement, the Consultant will be paid a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs in accordance with Exhibit "A". The total agreement amount is \$602,842.10.

#### SECTION 10. PROFESSIONAL PERFORMANCE (LPA CE Agreement)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from 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. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of

the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify the LPA within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Master Agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate this agreement at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall 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, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. For an abandonment or termination of this agreement, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 12. OWNERSHIP OF DOCUMENTS (11/17/11)

All surveys, maps, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA at the conclusion of the project without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose

other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

SECTION 13. CONFLICT OF INTEREST LAWS

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the LPA's project to remain fully eligible for Federal funding. By signing this agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

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

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

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**“CONFIDENTIAL INFORMATION:** Federal Law, 23 U.S.C §409, prohibits the

production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

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

The Consultant and the State or the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the State or the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the State or the LPA for any liability that may ensue on the part of the State or the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

**SECTION 15. 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 for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee; any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to 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, commission, percentage, brokerage fee, gift, or contingent fee.

**SECTION 16. GENERAL COMPLIANCE WITH LAWS**

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the services in effect at the time of the work.

SECTION 17. DISPUTES

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 18. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (1-24-12)

The Consultant agrees to save harmless the LPA from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. Further, it is expected that in carrying out the work under this agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA in carrying out the work under this agreement.

Finally, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 19. PROFESSIONAL REGISTRATION (CE Agreements)

To the extent the work requires engineering services, the Consultant shall affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat. 81-3401 et seq.

SECTION 20. SUCCESSORS AND ASSIGNS

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

SECTION 21. DRUG-FREE WORKPLACE POLICY

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

SECTION 22. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.



SECTION 23. 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 24. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of sub agreements 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 included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 25. 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 Subagreements, 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 LPA, 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 certify to the LPA, 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 LPA will impose such agreement sanctions as it or the State and 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 paragraphs 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 LPA, 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 LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests.

SECTION 26. SUBLETTING, ASSIGNMENT, OR TRANSFER

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

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement must contain similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

**SECTION 27 CONSULTANT CERTIFICATIONS**

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb.Rev.Stat. §§ 81-1717 and 1718.** I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, 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:
1. 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
  2. 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
  3. 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).
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.
- 1. Instructions for Certification**
- a. By signing this agreement, the Consultant is providing the certification set out below.
  - b. 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 LPA'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.
  - c. The certification in this clause is a material representation of fact upon which reliance was placed when the LPA 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 LPA may terminate this agreement for cause or default.

- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - e. 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.
  - f. 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 LPA before entering into this agreement.
  - g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the LPA without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - h. 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.
  - i. 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.
  - j. Except for transactions authorized under paragraph f 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 LPA may terminate this agreement for cause or default.
2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - ii. 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;
- iii. 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.ii above; and
  - iv. 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 28. LPA CERTIFICATION

By signing this agreement, I do hereby certify that, to the best of my knowledge, 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 FHWA, upon their request, 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 29. ENTIRE AGREEMENT

This instrument embodies the entire 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 or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful

authority as of the date signed by each party. Further, the Parties, by signing this agreement,

attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this \_\_\_\_ day of \_\_\_\_\_, 2015.

OLSSON ASSOCIATES, INC.  
John S. Olsson, P.E.

\_\_\_\_\_  
Senior Vice President

STATE OF NEBRASKA)  
LANCASTER COUNTY ) ss.  
 )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2015

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

EXECUTED by the City of Grand Island this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF GRAND ISLAND  
Jeremy Jensen

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Date

AGR-2

Project No. URB-5436(5)  
Control No. 42707  
Capital Avenue, Webb - Wheeler  
Template T-AGR-2 Revised 10-10-13

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Agreement No. BK1511 Supp. #1

**Exhibit A  
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING  
for**

**Project Name: Capital Avenue, Webb-Wheeler, Grand Island, NE**  
**Project Number: URB-5436(5)**  
**Control Number: 42707**

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for Capital Avenue, Webb-Wheeler, Grand Island in Hall County, Nebraska. The project consists of the following improvements: Capital Avenue will be remediated and replaced with 9" doweled concrete pavement along with the construction of a 6" concrete bike trail. This progress will start at the Wheeler Street intersection and proceed westward to the Webb Road intersection. The project will also consist of improvements to storm sewer, water main, sanitary sewer, and roadway lighting.

**Olsson Associates**, (Consultant) shall serve as agent for the **City of Grand Island**, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOR Materials Sampling Guide
4. NDOR Construction Manual
5. NDOR Standard Specifications for Highway Construction Project Plans
6. Contract Special Provisions
7. Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
9. NDOR Final Review Manual
10. NDOR Standard Method of Tests for Laboratory and Field

**C. LPA SHALL PROVIDE**

The LPA, on an as needed basis, will furnish the following documents for the project:

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOR website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

Project Number: URB-5436(5)  
Control Number: 42707  
Construction Engineering Services

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Exhibit "A"

## D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOR; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.
  - 1.1 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
    - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
    - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
    - Generate contractor's progress and final Estimates in Site Manager
    - Review Contractor's Construction Schedule
    - Coordinate with LPA and RC regarding all project activities.
    - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
    - Coordinate with required utility relocates prior to construction start date.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
  - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
  - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
  - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 42 meetings.
    - 6 bi-weekly meetings during utility relocates
    - 16 weekly meetings during Phase 1
    - 20 bi-weekly meetings for duration of project
  - 2.4 Public Meeting (1) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project. Consultant will prepare exhibits and brief presentation.
    - 1 public meeting will be help prior to start of construction
  - 2.5 Assume 12 trips to the project site for meetings. Majority of progress meetings will be held at Olsson's office.
3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).

Project Number: URB-5436(5)

Control Number: 42707

Construction Engineering Services

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- 3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Olsson Associates will Sign and seal plans.
  - It has been assumed that 8 separate plans will be needed for the project. 1 set for each of the 8 phases.
- 3.2 Review and approve Traffic Control Plan (if completed by Contractor) for conformance to the Contract's Special Provisions.
- 3.3 Submit Plans to the RC for their records.

4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every ½" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.

- 4.1 Conduct **36** Inspections
  - Assume 26 bi-weekly
  - Assume 10 special inspections related to rainfall
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume **36** trips to the project site for SWPP Inspections.

5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOR Construction Manual.

- 5.1 Provide coordination of staking needs with Contractor.
- 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
- 5.3 Stake limits of construction throughout project. (Complete for each phase.)
- 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
- 5.5 Provide rough grading stakes.
- 5.6 Provide paving hubs for roadway pavement and bike trail. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
- 5.7 Verify pipe profiles before providing a Culvert Order List to Contractor.
- 5.8 Stake fence relocation.
- 5.9 Stake silt fence, water main, sanitary sewer, gas main, communication relocations, overhead power line relocation, lighting, and traffic signals.
- 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11 Assume **70** trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
  - Review and Enter Data into SiteManager
  - Maintain Project Field Diaries, Files, and Record data in SiteManager
  - Document and Review Daily Work Reports (DWRs)

7. ~~Girder Shim Surveying (Bridge Projects Only)~~ The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.

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~~7.1 Girdler Shim Surveying~~

- ~~• Shim shots will be taken at the locations as determined by the designer.~~
- ~~• Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.~~

~~8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOR Construction Manual.~~

~~8.1 Perform Bearing Calculations~~

~~9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.~~

~~9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:~~

- ~~• Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance~~
  - ~~• Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.~~
  - ~~• Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments~~
  - ~~• The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOR personnel. (NDOR will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, 4f, etc.)~~
  - ~~• NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions, and follow-up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOR will not conduct these surveys.~~
  - ~~• The Consultant will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.~~
  - ~~• Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.~~
  - ~~• Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.~~
  - ~~• Record Materials Sampling/Sampling ID data in SiteManager.~~
  - ~~• Consultant shall forward reviewed shop drawings to the RC. Shop drawing review is part of the scope of services for this construction engineering agreement~~
- ~~Retaining Wall Block~~

- Brick Pavers
  - Traffic Signal Items
  - Lighting Items
  - Water Main Items
  - Sanitary Sewer Items
  - Storm Sewer Special Structures
  - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
  - Communicate and coordinate plan revisions and change orders with the Designer.
  - Prepare a field checked culvert order list
  - ~~Prepare guardrail order list~~
  - Generate periodic progress estimates using SiteManager and forward to RC for further approval.
  - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
  - ~~On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings~~
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume **325** trips to the site for construction inspection

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOR SHALL PROVIDE:**

Typical testing done by NDOR Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOR):

- All Aggregate
  - ~~Quality and Soundness acceptance testing~~
  - Gradation verification testing
- PG Binders & Emulsions
  - ~~All required acceptance testing~~
- All Steel Products
  - All testing required for heat number pre-approval and acceptance testing

- Chemical Lab
  - ~~All required source pre-approval and acceptance testing~~
- Smoothness
  - NDOR will run all 10% verification testing for projects with Smoothness Specifications for pavement. ~~NDOR will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge~~

**CONSULTANT SHALL PROVIDE:**

- (List of tests to be provided by NDOR)
- 10.1 Collect, verify, document and deliver all samples to testing lab

- Soils Proctor: 8 estimated
  - Mechanical Grain Analysis: 16 estimated
  - Compressive Strength Testing: 435 estimated
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 10.4 Assume **125** trips to the project site for Material Sampling and Testing.
- Concrete Testing: 145 estimated
  - Compaction Testing: 390 estimated

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.

11.1 As-Built Drawings

Separate record drawings for the water main, sanitary sewer, and traffic signals. A full size paper copy will be delivered to NDOR, and a half size paper copy and PDF containing the record drawings will be delivered to the City. Record drawings will be completed electronically using a PDF editor.

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOR State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Five Preliminary Walkthroughs of Site and Preparation of Punch List for each phase and one at the end of the project.

12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOR Rep with the required information – check with the NDOR Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOR format) to the Contractor – send copies to the NDOR Rep.
  - Sign Deduction Memo (if required)
  - Material Review Memo
  - SiteManager PM Diary Report
  - SiteManager Contract Item Report for all Contract Items
  - All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation.
- ~~All Contractor provided Asphalt QAVQC Test Results (asphalt projects)~~
- ~~Project Culvert Field Book with information per the NDOR Construction Manual~~

Project Number: URB-5436(5)

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Construction Engineering Services

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Exhibit "A"

- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor

- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOR State Representative for review)

14. Other. (Additional project specific tasks may be added here)

14.1 Observation and staking has been requested on a part time basis during the utility relocations at start of project.

14.2 City of Grand Island has requested for coordination with City Sanitary Sewer project along the Capital Avenue corridor. (Between Webb Road and Wheeler Street)

14.3 Work extensively with land owners and see that temporary access is maintained at all times.

#### E. SCHEDULE

1. Notice to Proceed: \_\_\_\_\_
2. The Consultant shall provide a schedule of activities and deliverables upon award



# CONSTRUCTION ENGINEERING SERVICES Staffing Plan

**Project Name:** Capital Avenue: Webb-Wheeler

**Project Number:** URB-4439(6)

**Control Number:** 42707

**Location (City, County):** Grand Island / Hall County

**Firm Name:** Olsson Associates

**Consultant Project Manager:** Jeff Paik

**Phone/Fax:** (308) 384-8750

**LPA Responsible Change:** Terry Brown

**Phone/Fax:** (308) 384-5444

**NDOR Project Coordinator:** Greg Wood

**Phone/Fax:** (402) 479-9831

**Date:** December 12, 2014

Add  
Logo Here

Code	Classification Title	Hours	Blended Rate	Amount
PR	Principal			
PM	Project Manager	989	\$43.92	\$43,238.88
ENG	Engineer	177	\$39.36	\$6,986.72
DES	Designer/CADD Technician	78	\$28.27	\$2,148.52
SCC	Survey Crew Chief	680	\$30.66	\$20,848.80
SCM	Survey Crew Member	610	\$17.07	\$10,412.70
INSP 2	Inspector 2	3700	\$22.31	\$82,547.00
INSP 1	Inspector 1	1354	\$17.22	\$23,315.88
ADM	Administrative	67	\$18.64	\$1,248.68
<b>TOTALS</b>		<b>7,653</b>		<b>\$188,798.36</b>

**Overhead Rate:** 176.84%

**Fee for Profit Rate:** 13.15%

\* Enter firms most recent Audited Overhead Rate, and Fee for Profit Rate calculated from the NDOR Fixed Fee Worksheet (available on the NDOR website).

**CLASSIFICATIONS:**

PR = Principal  
PM = Project Manager  
ENG = Engineer  
DES = Designer/CADD Technician

SCC = Survey Crew Chief  
SCM = Survey Crew Member  
INSP 2 = Inspector 2  
INSP 1 = Inspector 1

ADM = Administrative  
UD1 = User Defined 1  
UD2 = User Defined 2

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

**Blended Rates Table**

EMPLOYEE NAME	STAFFING PLAN CLASSIFICATION <sup>1</sup> & CERTIFICATIONS	SALARY RATE	% ASSIGNED <sup>2</sup>
<b>Principal</b>			
		Blended Rate:	
<b>Project Manager</b>			
Jeff Paik	PE, Office Leader	\$54.52	50%
Steve Hancock	Construction Team Leader	\$33.32	50%
		Blended Rate:	\$43.92
<b>Engineer</b>			
Matt Rief	PE, Design Engineer	\$51.48	50%
Matt Smith	EIT	\$25.24	50%
		Blended Rate:	\$38.36
<b>Designer/CADD Technician</b>			
Zach Loomis	Cad Technician	\$28.27	100%
		Blended Rate:	\$28.27
<b>Survey Crew Chief</b>			
Jai Andrst	LS, Survey Team Leader	\$36.35	30%
Jesse Hurt	LS, Survey crew chief	\$28.22	70%
		Blended Rate:	\$30.66
<b>Survey Crew Member</b>			
Jaden Hurt	Surveyor	\$16.80	50%
Steve Schmitt	Surveyor	\$17.33	50%
		Blended Rate:	\$17.07
<b>Inspector 2</b>			
Tim Wetlowick	Senior Construction Tech.	\$23.10	80%
Colt Sharer	Assistant Construction Tech.	\$19.16	20%
		Blended Rate:	\$22.31
<b>Inspector 1</b>			
Jesse Rudoif	Associate Construction Tech.	\$19.95	60%
Ben Sohl	Associate Construction Tech.	\$13.13	40%
		Blended Rate:	\$17.22
<b>Administrative</b>			
Chris Defflers	Team Coordinator	\$18.64	100%
		Blended Rate:	\$18.64
		Blended Rate:	
		Blended Rate:	
		Blended Rate:	

<sup>1</sup> Input actual employee classification as designated by firm. Also enter in any certifications that employee holds.

<sup>2</sup> Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for % Assigned. Consultant's Independent Cost Estimate for CE Services Staffing Plan



**CONSTRUCTION ENGINEERING SERVICES**  
 Consultant's Estimate of Hours

Project Name: Capital Avenue: Webb-Whaeeler  
 Project Number: URB-5436(6)  
 Control Number: 42707  
 Location (City, County): Grand Island / Hall County  
 Firm Name: Olsson Associates  
 Consultant Project Manager: Jeff Palk  
 Phone/Email: (308) 384-8750  
 LPA Responsible Charge: Terry Brown  
 Phone/Email: (308) 384-5444  
 NDOR Project Coordinator: Greg Wood  
 Phone/Email: (402) 479-3831  
 Date: December 12, 2014

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TASKS	PERSONNEL CLASSIFICATIONS**										Total	
	PR	PM	ENG	DES	SC	SCM	INSP 2	INSP 1	ADM			
<b>For Construction Engineering Services:</b>												
<b>1. Project Management and Coordination</b>												
1.1 Project Management:		225										270
		225										270
<b>2. Meetings</b>												
2.1 Construction Inspection Planning Meeting		4										10
2.2 Pre-Construction Meeting		16	8									42
2.3 Construction Progress Meetings		126										210
2.4 Public Meeting (if Required)		8	12									30
2.5 Trips to Site (Travel Time) for Meetings		3	1									7
		157	21									299
<b>3. Traffic Control Plan</b>												
3.1 Prepare Traffic Control Plan		4	16	16								36
3.2 Review Traffic Control Plan (if Completed by Contractor)			8									8
3.3 Sign and Submit Plans to the RC			8									16
		4	32	16								60
<b>4. SWPPP Inspection/Manual Updates</b>												
4.1 Conduct Inspections												72
4.2 Update SWPPP Manual												36
4.3 Trips to Site (Travel Time) for SWPPP Inspections												9
												117
<b>5. Construction Survey/Staking</b>												
5.1-5.10 Totals From Survey-Staking Worksheet (enter hours in grey cells)		20		60	662	592						1,384
5.11 Trips to Site (Travel Time) for Construction Survey/Staking		20		60	18	18						36
				60	680	610						1,390
<b>6. Construction Consultation/Sha Manager &amp; Daily Work Report (DWR)</b>												
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)		225										225
		225										225
<b>7. Girder Shim Surveying (Bridge Projects Only)</b>												
7.1 Girder Shim Surveying												450
												450
<b>8. Perform Bearing Calculations</b>												
8.1 Perform Bearing Calculations												
<b>9. Construction Inspection</b>												
9.1 Construction Inspection		90	90									2,250
9.2 Measure, calculate, and document quantities of pay items												225
9.3 Maintain records/data and prepare the Weekly Report of WDS		45										225
9.4 Trips to Site (Travel Time) for Construction Inspection		11	11									80
		146	101									80
												2,790
												490
<b>10. Perform Material Sampling and Testing</b>												
10.1 Collect, verify, document and deliver all samples to testing lab		45										450
10.2 Provide all required material certifications to the NDOR M & R Lab												120
10.3 Review and document all test results of all samples		45										225
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples												45
												840
												930
<b>11. As-Built Drawings</b>												
11.1 Prepare As-Built Drawings		4										40
		4										40
<b>12. Final Inspections</b>												
12.1 Walkthrough of Site and Preparation of Punch List		32										32
12.2 Review Project to verify that Punch List has been completed		16										16
		48										48
<b>13. Project Closeout</b>												
13.1 Project Closeout		60										80
		60										80
												24
												8
												172
<b>14. Relocation of Existing Utilities</b>												
14.1 Construction Inspection		10	20									250
14.2 Trips to Site (Travel Time) for Construction Inspection			3									25
		10	23									275
												308
<b>Total Hours (8 hrs)</b>		989	177	76	690	610	3,700	1,384	67			7,653
<b>Total Travel Time</b>		123.6	22.1	9.5	85.0	76.3	462.5	100.3	0.4			966.6
<b>Total Hours minus Travel Time</b>		865.4	154.9	66.5	605.0	533.7	3,237.5	1,283.7	0.4			6,686.4
		976	165	76	682	682	3608	1289	67			7414

Consultant's Independent Cost Estimate for CE Services  
 Estimate of Hours



# CONSTRUCTION ENGINEERING SERVICES

## Direct Expenses

Project Name: **Capital Avenue: Webb-Wheeler**

Project Number: **URB-5436(5)**

Control Number: **42707**

Location (City, County): **Grand Island / Hall County**

Firm Name: **Olsson Associates**

Consultant Project Manager: **Jeff Paik**

Phone/Email: **(308) 384-8750**

LPA Responsible Charge: **Terry Brown**

Phone/Email: **(308) 384-5444**

NDOR Project Coordinator: **Greg Wood**

Phone/Email: **(402) 479-3831**

Date: **December 12, 2014**

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	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Printing and Reproduction:	Quantity	Unit Cost	Amount
Record Drawings: 34"x22" plan sheets plotted 5 times @ \$0.20 sf	1,680	\$0.20	\$336.00
Record Drawings 11"x17" plan sheets plotted 5 times @ \$0.20 sf	420	\$0.20	\$84.00
3,500 blank & white copies @ \$0.08/sheet	3,500	\$0.08	\$280.00
Public Meeting: 34"x22" arial sheets plotted 8 times @ \$2.50 sf	48	\$2.50	\$120.00
<b>Subtotal</b>			
			<b>\$820.00</b>

Mileage/Travel:	Quantity	Unit Cost	Amount
Project Meetings: 12 trips to site @ 12 mi/trip @ .51/mile	144	\$0.51	\$73.44
SWPPP Inspections: 36 trips to site @ 12 mi/trip @ .51 mile	432	\$0.51	\$220.32
Construction Survey: 70 trips to site @ 12 mi/trip @ .51 mile	840	\$0.54	\$453.60
Construction Inspection: 325 trips to site @ 12 mi/trip @ .51 mile	3,900	\$0.51	\$1,989.00
Materials Testing: 125 trips to site @ 12 mi/trip @ .51 mile	1,500	\$0.51	\$765.00
Relocation of Existing Utilities: 100 trips to site @ 12 mi/trip @ .51 mile	1,200	\$0.51	\$612.00
<b>Subtotal</b>			
			<b>\$4,113.36</b>

Lodging/Meals:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Material Testing:	Quantity	Unit Cost	Amount
Compressive Strength Testing	435		
Concrete Testing	145		
Compaction Testing	390		
<b>Subtotal</b>			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Miscellaneous Postage, Mailing, Deliveries Etc:	1	\$400.00	\$400.00
<b>Subtotal</b>			
			<b>\$400.00</b>
<b>TOTAL DIRECT EXPENSES</b>			<b>\$5,333.36</b>



# CONSTRUCTION ENGINEERING SERVICES

## Cost by Task

**Project Name:** Capital Avenue: Webb-Wheeler  
**Project Number:** URB-543615  
**Control Number:** 42707  
**Location (City, County):** Grand Island / Hall County  
**Firm Name:** Olsson Associates  
**Consultant Project Manager:** Jeff Paik  
**Phone/Fax:** (308) 384-8750  
**LPA Responsible Charge:** Terry Brown  
**Phone/Fax:** (308) 384-5444  
**NDOR Project Coordinator:** Greg Wood  
**Phone/Fax:** (402) 478-3831  
**Date:** December 12, 2014

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Tasks	Total Hours	Direct Labor Cost	Overhead 178.84%	Fee For Profit 13.18%	Total Project Cost
<b>For Construction Engineering Services:</b>					
1. Project Management and Coordination	270	\$10,720.80	\$18,958.66	\$3,902.85	\$33,582.31
2. Meetings	289	\$10,378.49	\$18,353.32	\$3,778.23	\$32,510.04
3. Traffic Control Plan	60	\$2,004.64	\$3,545.01	\$728.78	\$6,278.43
4. SWPPP Inspections/Manual Updates	117	\$2,610.27	\$4,616.00	\$950.25	\$8,176.52
5. Construction Survey/Staking	1,390	\$34,282.30	\$60,624.82	\$12,480.29	\$107,387.41
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	450	\$14,901.75	\$26,352.25	\$5,424.90	\$46,678.90
7. Girder Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	3,517	\$80,746.28	\$142,791.72	\$28,385.25	\$252,923.25
10. Perform Material Sampling and Testing	930	\$18,417.80	\$32,599.88	\$6,704.83	\$57,722.51
11. As-Built Drawings	44	\$1,068.08	\$1,888.79	\$388.83	\$3,345.70
12. Final Inspections	96	\$3,179.04	\$5,621.81	\$1,157.31	\$9,958.16
13. Project Closeout	172	\$4,982.40	\$8,810.88	\$1,813.82	\$15,607.10
14. Relocation of Existing Utilities	308	\$7,456.73	\$13,186.48	\$2,714.58	\$23,357.79
Direct Expenses					\$6,333.38
<b>TOTAL</b>	<b>7,683</b>	<b>\$190,748.38</b>	<b>\$337,316.42</b>	<b>\$69,740.87</b>	<b>\$597,815.67</b>

# CONSTRUCTION ENGINEERING SERVICES Project Cost

**Project Name:** Capital Avenue: Webb-Whaeeler  
**Project Number:** URB-5436(5)  
**Control Number:** 42707  
**Location (City, County):** Grand Island / Hall County  
**Firm Name:** Olsson Associates  
**Consultant Project Manager:** Jeff Paik  
**Phone/Email:** (308) 384-8750  
**LPA Responsible Charge:** Terry Brown  
**Phone/Email:** (308) 384-5444  
**NDOR Project Coordinator:** Greg Wood  
**Phone/Email:** (402) 479-3831  
**Date:** December 12, 2014

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Direct Labor Costs:	Hours	Rate	Amount
<b>Personnel Classification</b>			
Principal			
Project Manager	989	\$43.92	\$43,436.88
Engineer	177	\$38.36	\$6,789.72
Designer/CADD Technician	76	\$28.27	\$2,148.52
Survey Crew Chief	680	\$30.66	\$20,848.80
Survey Crew Member	610	\$17.07	\$10,412.70
Inspector 2	3700	\$22.31	\$82,547.00
Inspector 1	1354	\$17.22	\$23,315.88
Administrative	67	\$18.64	\$1,248.88
<b>TOTALS</b>	<b>7653</b>		<b>\$190,748.38</b>
<b>Direct Expenses:</b>			<b>Amount</b>
Subconsultants			\$800.00
Printing and Reproduction Costs			\$4,113.98
Mileage/Travel			
Lodging/Meals			
Material Testing			
Other Miscellaneous Costs			\$400.00
<b>TOTALS</b>			<b>\$5,333.36</b>
<b>Total Project Costs:</b>			<b>Amount</b>
Direct Labor Costs			\$190,748.38
Overhead @ 176.84%			\$337,319.44
Total Labor Costs			\$528,067.82
Fee for Profit Rate @ 13.15%			\$69,440.92
Direct Expenses			\$5,333.36
<b>PROJECT COST</b>			<b>\$602,842.10</b>

State of Nebraska Department of Roads  
Required Document List

Contract ID 4707  
Control Number 42707 000  
Project Number URB-5436(5)  
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND  
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC  
Letting Date 10/23/2014  
SG Version July 1, 2014

DISCLAIMER: This document may not include all material requirements for this project. Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project

Legend	Reference Book	M&R Contact
TOS	Test or Sample	
CC	Contractor's Certification	
MC	Manufacturer Certification	
COC	Certification of Compliance	
COT	Certification of Test	
APL	Approved Products List	
PMV	Project Manager's Verification	
SP	Special Provisions	
NSS	Nebraska Standard Specification	
M/A	M&R Approval	
SG	Material Sampling Guide	
SR	Shipping Report	

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
GROUP 1	GF	0001	MOBILIZATION	1,000	LS			
		0002	LARGE TREE REMOVAL	14,000	EACH			
		0003	GENERAL CLEARING AND GRUBBING	1,000	LS			
		0004	EXCAVATION (ESTABLISHED QUANTITY)	20760,000	CY			
			Soil Density-Excavation-Fill Material			TOS	SG 09	CHURCHWELL
		0005	REMOVAL OF UNSUITABLE MATERIAL	2500,000	CY			
		0006	WATER	96,000	MGAL			
		0007	REMOVE PAVEMENT	24447,000	SY			
		0008	SAWING PAVEMENT	2320,000	LF			
		0009	REMOVE DRIVEWAY	3940,000	SY			
		0010	REMOVE WALK	2317,000	SY			
		0011	REMOVE COMBINATION CURB AND GUTTER	45,000	LF			
		0012	CONSTRUCTION ENTRANCE	1,000	LS			
		0013	REMOVE AND RESET MAILBOX	18,000	EACH			
		0014	WALL MATERIALS	1471,000	SF			
		Soil Density-Modular Wall Backfill			APL	NSS715	KRASON	
	0015	LEVELING PAD	328,000	LF				
		Class R Aggregate			TOS	SG 13	CHURCHWELL	
		Interground/Blended Cement			TOS	SG 15, 16	MACKE	
		Portland Cement Concrete			TOS	SG 14, 29	KRASON	
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	
	0016	8024.50	SELECT GRANULAR BACKFILL FOR RETAINED EARTH STRUC	50,000	CY			
		Soil Density-Select Granular Backfill			TOS/COT/COC	NSS715	LINDEMANN	
	0017	1006.00	COVER CROP SEEDING	5,000	ACRE			
		EROSION CONTROL, CLASS 1D			TOS	SG 13	CHURCHWELL	
	0018	1019.13	EROSION CONTROL, CLASS 1D	32,000	SY			
		Erosion Control, Class 1D			APL	NSS807	DONDLINGER	
	0019	1022.11	FABRIC SILT FENCE-LOW POROSITY	4024,000	LF			
		Fabric Silt Fence-Low Porosity			APL	NSS809	DONDLINGER	
		MOBILIZATION						
		CRUSHED ROCK SURFACE COURSE						
	0020	0030.30	CRUSHED ROCK SURFACE COURSE	1,000	LS			
		Crushed Rock Surface Course						
	0021	2010.03	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GL	280,000	LF			
		Class R Aggregate			TOS	SG 06	MACKE	
		Hot Poured Joint Sealant -Field Use			TOS	SG 15, 16	MACKE	
		Interground/Blended Cement			APL	SG 15, 20	BYRE	
		Portland Cement Concrete			TOS	SG 14, 29	KRASON	
		Portland Cement Concrete			TOS	SG 15, 16	KRASON	
		Pref Expansion Jt Filler-Asphalt Type			APL	SG 15	KRASON	
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	
	0022	3014.11	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GL	140,000	LF			
		Class R Aggregate			TOS	SG 15, 16	MACKE	
		Hot Poured Joint Sealant -Field Use			APL	SG 15, 20	BYRE	
		Interground/Blended Cement			TOS	SG 14, 29	KRASON	
		Portland Cement Concrete			TOS	SG 15, 16	KRASON	
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	
	0023	3014.13	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GL	140,000	LF			
		Class R Aggregate			TOS	SG 15, 16	MACKE	
		Hot Poured Joint Sealant -Field Use			APL	SG 15, 20	BYRE	
		Interground/Blended Cement			TOS	SG 14, 29	KRASON	
		Portland Cement Concrete			TOS	SG 15, 16	KRASON	
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	
	0024	3016.03	CONCRETE CLASS 47B-3000 SIDEWALK 5"	3562,000	SY			
		Class R Aggregate			TOS	SG 15, 16	MACKE	
		Interground/Blended Cement			TOS	SG 14, 29	KRASON	
		Portland Cement Concrete			TOS	SG 15, 16	KRASON	
		Pref Expansion Jt Filler			APL	SG 15	KRASON	
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	
	0025	3016.39	DETECTABLE WARNING PANEL	788,000	SF			
		Detectable Warning Panels			APL	SP-122	KAREL	
	0026	3016.71	CONCRETE CLASS 47B-3500 BIKEWAY	6891,000	SY			
		Class R Aggregate			TOS	SG 15, 16	MACKE	
		Interground/Blended Cement			TOS	SG 14, 29	KRASON	
		Portland Cement Concrete			TOS	SG 15, 16	KRASON	
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	
	0027	3017.58	BRICK PAVERS	137,000	SY			
		BRICK PAVERS			APL	SP-129	KRASON	
	0028	3020.24	CONCRETE CLASS 47B-3500 DRIVEWAY	1631,000	SY			
		Class R Aggregate			TOS	SG 15, 16	MACKE	
		Interground/Blended Cement			TOS	SG 14, 29	KRASON	
		Portland Cement Concrete			TOS	SG 15, 16	KRASON	
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	
	0029	3020.32	CONCRETE CLASS 47B-HE-3500 DRIVEWAY	516,000	SY			
		Class B Aggregate			TOS	SG 15, 16	MACKE	
		Class E Aggregate			TOS	SG 15, 16	MACKE	
		Interground/Blended Cement			TOS	SG 14, 29	KRASON	
		Portland Cement Concrete			TOS	SG 15, 16	KRASON	
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	
	0030	3075.42	CONCRETE CLASS 47B-3500 DRIVEWAY	3572,000	SY			
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	



State of Nebraska Department of Roads  
Required Document List

Contract ID 4707  
Control Number 42707 000  
Project Number URB-5436(S)  
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND  
Type of Work GRAD CONC PAVE CULV WATER MAIN SANI SEED ELEC  
Letting Date 10/23/2014  
SG Version July 1, 2014

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Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
MA	M&R Approval
SG	Material Sampling Guide
SIR	Shipping Report

Group	Line Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
		Class R Aggregate					
		Epoxy Resin Bonding System-Grade 3 r			TOS	SG 15, 16	MACKE
		Hardened Concrete			APL	SG 15, 20	KRASON
		Hot Poured Joint Sealant -Field Use r			TOS	SG 15	WEIGEL
		Interground/Blended Cement			APL	SG 15, 20	BYRE
		Portland Cement Concrete			TOS	SG 14, 29	KRASON
		Reinforcing Steel -Field Sample			TOS	SG 15, 16	KRASON
		Reinforcing Steel-(pretested) r			TOS/COT	SG 15, 16	KAREL
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
0031	3075.46	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	43680.000	SY			
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Epoxy Resin Bonding System-Grade 3 r			APL	SG 15, 20	KRASON
		Hardened Concrete			TOS	SG 15	WEIGEL
		Hot Poured Joint Sealant -Field Use r			APL	SG 15, 20	BYRE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) r			TOS/COT	SG 15, 16	KAREL
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
0032	4015.00	ADJUST MANHOLE TO GRADE	18.000	EACH			
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
0033	4020.25	CONCRETE DITCH LINING	10.000	SY			
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
0034	7320.50	STREET NAME SIGN	28.000	EACH			
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
0035	7321.00	TYPE A SIGN	291.000	SF			
0036	7333.00	SIGN POST	39.000	EACH			
0037	7380.25	BOLLARD	2.000	EACH			
0038	7500.60	ARROW, POLYUREA PAVEMENT MARKING, GROOVED	37.000	EACH			
0039	7515.04	4" WHITE POLYUREA PAVEMENT MARKING, GROOVED	3904.000	LF			
		Glass Beads-Thermo and Polyurea			APL	SG-23	DONDLINGER
		Polyurea Pavement Marking			COC	SG 23	DONDLINGER
0040	7515.12	12" WHITE POLYUREA PAVEMENT MARKING, GROOVED	50.000	LF			
		Glass Beads-Thermo and Polyurea			APL	SG 23	DONDLINGER
		Polyurea Pavement Marking			COC	SG 23	DONDLINGER
0041	7515.24	24" WHITE POLYUREA PAVEMENT MARKING, GROOVED	1010.000	LF			
		Glass Beads-Thermo and Polyurea			APL	SG 23	DONDLINGER
		Polyurea Pavement Marking			COC	SG 23	DONDLINGER
0042	7516.04	4" YELLOW POLYUREA PAVEMENT MARKING, GROOVED	13158.000	LF			
		Glass Beads-Thermo and Polyurea			APL	SG 23	DONDLINGER
		Polyurea Pavement Marking			COC	SG 23	DONDLINGER
0043	7516.12	12" YELLOW POLYUREA PAVEMENT MARKING, GROOVED	49.000	LF			
		Glass Beads-Thermo and Polyurea			APL	SG 23	DONDLINGER
		Polyurea Pavement Marking			COC	SG 23	DONDLINGER
0044	9009.79	TEMPORARY SURFACING 6"	2500.000	SY			
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
		Performance Graded Binder (64-22)			TOS	SG 02	BYRE
0045	9034.00	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	2147.000	SY			
		Performance Graded Binder (64-28)			TOS	SG 10, 11	CHURCHWELL
0046	9111.00	WATER	179.000	MGAL			
0047	9170.00	EARTH SHOULDER CONSTRUCTION	124.240	STA			
0048	9173.20	SUBGRADE PREPARATION	47252.000	SY			
		Soil Density-Subgrade Preparation r			TOS	SG 10, 11	CHURCHWELL
0049	1010.00	SODDING	7791.000	SY			
0050	W600.03	ADJUST VALVE BOX TO GRADE	16.000	EACH			
		MOBILIZATION			TOS	SG 15, 16	KRASON
0051	0030.40	REMOVE MANHOLE	1.000	LS			
0052	1117.00	REMOVE MANHOLE	7.000	EACH			
0053	1119.00	REMOVE INLET	29.000	EACH			
0054	4002.00	CAST IRON COVER AND FRAME	22875.000	LB			
		Cast Iron Cover and Frame			COC	SG 25	KAREL
0055	4004.80	STRUCTURAL STEEL FOR FACE ARMOR	5495.000	LB			
		Structural Steel for Substructure			COC	SG 20	KAREL
0056	4011.14	CURB INLET TYPE A	12.000	EACH			
		Class B Aggregate			TOS	SG 15, 16	MACKE
		Class E Aggregate			TOS	SG 15, 16	MACKE

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		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
	0057	CURB INLET TYPE B	2,000	EACH	TOS	SG-16	KRASON
	0058	CURB INLET TYPE C	1,000	EACH	TOS	SG-16	KRASON
	0059	AREA INLET TYPE A	8,000	EACH	TOS	SG-16	KRASON
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
	0060	AREA INLET TYPE B	8,000	EACH	TOS	SG 15, 16	KRASON
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
	0061	RECONSTRUCT MANHOLE AT STATION 104+54	1,000	EACH	TOS	SG 15, 16	MACKE
		Class R Aggregate			TOS	SG 14, 29	KRASON
		Interground/Blended Cement			TOS	SG 15, 16	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
	0062	RECONSTRUCT MANHOLE AT STATION 143+37	1,000	EACH	TOS	SG 15, 16	KRASON
	0063	RECONSTRUCT MANHOLE AT STATION 154+74	1,000	EACH	TOS	SG 15, 16	KRASON
	0064	MANHOLE AT STATION 104+50 RT.	1,000	EACH	TOS	SG 15, 16	KRASON
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0065	MANHOLE AT STATION 105+86 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0066	MANHOLE AT STATION 109+58 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0067	MANHOLE AT STATION 110+74 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0068	MANHOLE AT STATION 113+00 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0069	MANHOLE AT STATION 113+43 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0070	MANHOLE AT STATION 117+36 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0071	MANHOLE AT STATION 118+25 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0072	MANHOLE AT STATION 115+33 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0073	MANHOLE AT STATION 121+47 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
		Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0074	MANHOLE AT STATION 121+71 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL

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	0092	Portland Cement Concrete MANHOLE AT STATION 152+50 RT. Class R Aggregate	1,000	EACH	TOS	SG 15, 16	KRASON
	0093	Interground/Blended Cement Portland Cement Concrete MANHOLE AT STATION 154+74 RT. Class R Aggregate	1,000	EACH	TOS	SG 15, 16	MACKE
	0094	Interground/Blended Cement Portland Cement Concrete MANHOLE AT STATION 154+00 LT.	1,000	EACH	TOS	SG 14, 29	KRASON
	0095	MANHOLE AT STATION 155+75 LT.	1,000	EACH	TOS	SG 15, 16	KRASON
	0096	MANHOLE AT STATION 156+70 LT.	1,000	EACH	TOS	SG 15, 16	KRASON
	0097	MANHOLE AT STATION 202+68 LT.	1,000	EACH	TOS	SG 15, 16	KRASON
	0098	TAPPING EXISTING STRUCTURE	3,000	EACH	TOS	SG 15, 16	KRASON
	0099	TAPPING EXISTING PIPE Class R Aggregate	2,000	EACH	TOS	SG 15, 16	MACKE
	0100	Portland Cement Concrete REMOVE FLARED-END SECTION	1,000	EACH	TOS	SG 15, 16	KRASON
	0101	REMOVE SEWER PIPE	1431,000	LF	TOS/COT		
	0102	REMOVE STRUCTURE AT STATION 104+16 TWIN 12 X 4' X 1,000	1,000	EACH	TOS	SG 14, 29	KRASON
	0103	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BC 115,070 Class R Aggregate		CY	APL	SG 15, 16	KRASON
	0104	Interground/Blended Cement Portland Cement Concrete White Pigmented Cure Compound-Field User CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS Class R Aggregate	2,480	CY	TOS	SG 15, 16	MACKE
	0105	Interground/Blended Cement Portland Cement Concrete White Pigmented Cure Compound-Field User CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG Class R Aggregate	1,220	CY	TOS	SG 14, 29	KRASON
	0106	Interground/Blended Cement Portland Cement Concrete White Pigmented Cure Compound-Field User REINFORCING STEEL FOR INLET AND JUNCTION BOX Non-Shrink Grout X	6984,000	LB	APL	SG 20, 21	KRASON
	0107	Reinforcing Steel - Field Sample Reinforcing Steel(pretested) X REINFORCING STEEL FOR COLLARS Non-Shrink Grout X	133,000	LB	TOS/COT	SG 15, 16	KAREL
	0108	42" ROUND EQUIVALENT CONCRETE FLARED-END SECTIO Reinforcing Steel - Field Sample	1,000	EACH	APL	SG 20, 21	KRASON
	0109	15" STORM SEWER PIPE TYPE C905 P.V.C.	92,000	LF	TOS/COT	SG 15, 16	KAREL
	0110	18" STORM SEWER PIPE TYPE C905 P.V.C.	123,000	LF	SR	SP-128	KAREL
	0111	CURB INLET SEDIMENT FILTER Curb Inlet Sediment Filter X	396,000	EACH	SR	SP-128	KAREL
	0112	CONCRETE HEADWALL AT STATION 103+84 DEWATERING	1,000	EACH	APL	SR-219	DONDLINGER
	0113	15" STORM SEWER PIPE, TYPE 1	2512,000	LF	TOS	SG-16	KRASON
	0114	Reinf Conc Sewer Pipe 15in-Class III	1365,000	LF	TOS	SG 13	CHURCHWELL
	0115	Soil Density-Pipe Backfill X 18" STORM SEWER PIPE, TYPE 1	481,000	LF	SR	SG 19	KAREL
	0116	Reinf Conc Sewer Pipe 18in-Class III 24" STORM SEWER PIPE, TYPE 1	1082,000	LF	TOS	SG 13	CHURCHWELL
	0117	Soil Density-Pipe Backfill X Reinf Conc Sewer Pipe 24in-Class III	360,000	LF	SR	SG 19	KAREL
	0118	Reinf Conc Sewer Pipe 30in-Class III 36" STORM SEWER PIPE, TYPE 1	493,000	LF	SR	SG 19	KAREL
	0119	Soil Density-Pipe Backfill X Reinf Conc Sewer Pipe 36in-Class III	2228,000	LF	TOS	SG 13	CHURCHWELL
	0120	Reinf Conc Sewer Pipe 42in-Class III 66" STORM SEWER PIPE, TYPE 1	36,000	LF	SR	SG 19	KAREL
	0121	12" STORM SEWER PIPE, TYPE 8 Soil Density-Pipe Backfill X	17,000	LF	SR	SG 19	KAREL
	0122	42" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1	248,000	LF	TOS	SG 13	CHURCHWELL



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GROUP 4A	V0123	0030.40	Reinf Conc Sewer Pipe 42in RE-Class III MOBILIZATION	1,000	LS	SR	SG 19	KAREL	
	0124	1117.00	REMOVE MANHOLE	10,000	EACH				
	0125	3010.46	REMOVE AND SALVAGE HYDRANT	3,000	EACH				
	0126	4910.25	DEWATERING	100,000	LF				
	0127	W100.11	1" CURB STOP	3,000	EACH	COC	SP-144	KAREL	
	0128	W100.12	2" CURB STOP	1,000	EACH	COC	SP-144	KAREL	
	0129	W100.25	VALVE BOX	10,000	EACH	COC	SP-144	KAREL	
	0130	W100.56	WET CUT-IN	2,000	EACH	COC	SP-144	KAREL	
	0131	W101.06	6" LINE STOP	1,000	EACH	COC	SP-144	KAREL	
	0132	W101.18	18" LINE STOP	1,000	EACH	COC	SP-144	KAREL	
	0133	W175.01	1" CORPORATION STOP	3,000	EACH	COC	SP-144	KAREL	
	0134	W175.09	2" CORPORATION STOP	1,000	EACH	COC	SP-144	KAREL	
	0135	W176.26	1" WATER SERVICE	35,000	LF	COC	SP-144	KAREL	
	0136	W176.30	2" WATER SERVICE	70,000	LF	COC	SP-144	KAREL	
0137	W176.54	WATER SERVICE TEMPORARY	1,000	EACH	COC	SP-144	KAREL		
0138	W200.04	DUCTILE IRON FITTINGS, M.I.	1975,000	LB	COC	SP-133	KAREL		
0139	W205.06	6" WATER MAIN PIPE D.I.	117,000	LF	COC	SG-19	KAREL		
GROUP 4A	V0150	0030.40	Soil Density-Pipe Backfill r MOBILIZATION	100,000	LF				
	0140	W205.65	12" WATER MAIN RESTRAIN JOINT D.I.	2,000	EACH	TOS	SG-13	CHURCHWELL	
	0141	W219.66	6" GATE VALVE AND BOX	3,000	EACH	COC	SG-19	KAREL	
	0142	W221.97	FIRE HYDRANT ASSEMBLY	1,000	EACH	COC	SP-144	KAREL	
	0143	W350.39	18" X 6" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL	
	0144	W350.46	18" X 12" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL	
	0145	W725.00	RECONNECT WATER SERVICE	4,000	EACH	COC	SP-144	KAREL	
	0146	W800.05	REMOVE GATE VALVE AND BOX	658,000	LF				
	0147	W800.21	REMOVE WATER MAIN PIPE	1,000	EACH	COC	SG-19	KAREL	
	0148	W800.25	REMOVE POST INDICATOR VALVE	4,000	EACH	COC	SG-19	KAREL	
	0149	W910.00	TEMPORARY CORPORATION STOP	3300,000	LB	COC	SP-133	KAREL	
	0150	0030.40	MOBILIZATION	70,000	LF				
	0151	4910.25	DEWATERING	1,000	LS				
	0152	W100.56	WET CUT-IN	1,000	EACH	COC	SP-144	KAREL	
0153	W175.01	1" CORPORATION STOP TEMPORARY	9,000	EACH	COC	SG-19	KAREL		
0154	W200.04	DUCTILE IRON FITTINGS, M.I.	3300,000	LB	COC	SP-133	KAREL		
0155	W205.04	4" WATER MAIN PIPE D.I.	70,000	LF	COC	SG-19	KAREL		
GROUP 4A	V0156	0030.40	Soil Density-Pipe Backfill r MOBILIZATION	39,000	LF				
	0156	W205.06	6" WATER MAIN PIPE D.I.	100,000	LF	COC	SG-19	KAREL	
	0157	W205.08	8" WATER MAIN PIPE RESTRAINED D.I.	205,000	LF	COC	SG-19	KAREL	
	0158	W205.12	12" WATER MAIN PIPE RESTRAINED D.I.	3,000	EACH	TOS	SG 13	CHURCHWELL	
	0159	W221.97	FIRE HYDRANT	1,000	EACH	COC	SP-144	KAREL	
	0160	W350.39	18" X 6" TAPPING SLEEVE AND VALVE	2,000	EACH	COC	SP-144	KAREL	
	0161	W350.46	18" X 12" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL	
	0162	W350.47	18" X 4" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL	
	0163	W350.48	18" X 8" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL	
	0164	W750.11	TAPPING FIRE HYDRANT ASSEMBLY	2,000	EACH	COC	SP-144	KAREL	
	0165	W800.05	REMOVE GATE VALVE AND BOX	398,000	LF				
	0166	W800.21	REMOVE WATER MAIN PIPE	1,000	EACH	COC	SG-19	KAREL	
	0167	0030.40	MOBILIZATION	113,000	LF				
	0168	4048.53	RECONSTRUCT 2" SANITARY SEWER FORCE MAIN	30,000	LF	COC	SG-19	KAREL	
0169	4741.12	12" FORCE MAIN (D.I.)	1,000	EACH					
0170	W100.56	WET CUT-IN	1025,000	LB	COC	SP-133	KAREL		
0171	W200.04	DUCTILE IRON FITTINGS, M.I.	3,000	EACH					
GROUP 4B	S0173	0030.40	MOBILIZATION	1,000	LS				
	0174	4732.15	15" P.V.C. SANITARY SEWER PIPE	85,000	LF	COC	SP-128	KAREL	
	0175	4732.16	15" P.V.C. SANITARY SEWER PLUG	1,000	EACH	COC	SP-128	KAREL	
	0176	4732.18	18" P.V.C. SANITARY SEWER PIPE	136,000	LF	COC	SP-128	KAREL	
	0177	4732.19	18" P.V.C. SANITARY SEWER PLUG	1,000	EACH	COC	SP-128	KAREL	
	0178	4732.21	21" P.V.C. SANITARY SEWER PIPE	105,000	LF	COC	SP-128	KAREL	
	0179	4732.22	21" P.V.C. SANITARY SEWER PLUG	1,000	EACH	COC	SP-128	KAREL	
	0180	4910.25	DEWATERING	326,000	LF				
	GROUP 5	SE 0181	0030.50	MOBILIZATION	1,000	LS			
		0182	L001.03	SEEDING, TYPE C	5,000	ACRE			
		0183	L032.80	HYDROMULCH	8,000	TON			
		GROUP 8B	E 0184	0030.81	MOBILIZATION	1,000	LS		
			0185	1116.02	REMOVE CABLE	1235,000	LF		
	0186	1136.04	REMOVE DETECTION CAMERA	1,000	EACH				

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SG	Material Sampling Guide
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0187	7320.50	STREET NAME SIGN	6,000	EACH	APL	SG-21	KAREL
	0188	7390.02	RELOCATE SIGN	1,000	EACH	APL	SG-21	KAREL
	0189	A001.05	PULL BOX, TYPE PB-2	12,000	EACH	APL	SG-21	KAREL
	0190	A001.12	PULL BOX, TYPE PB-5	54,000	EACH	APL	SG-21	KAREL
	0191	A001.16	PULL BOX, TYPE PB-6	1,000	EACH	APL	SG-21	KAREL
	0192	A001.35	PULL BOX, TYPE FOR-27	6,000	EACH	APL	SG-21	KAREL
	0193	A001.36	PULL BOX, TYPE FOT-48	4,000	EACH	APL	SG-21	KAREL
	0194	A001.58	SPUCE CONDUIT	3,000	EACH	PMV	SG-21	KAREL
	0195	A002.35	GPS SIGNAL PREEMPTION SYSTEM	3,000	EACH	COC	SP-178	KAREL
	0196	A003.10	TRAFFIC SIGNAL, TYPE TS-1, T36	14,000	EACH	APL	SG-21	KAREL
	0197	A003.20	TRAFFIC SIGNAL, TYPE TS-1A, T31	6,000	EACH	APL	SG-21	KAREL
	0198	A004.15	TRAFFIC SIGNAL, TYPE TS-1B, T3X	4,000	EACH	APL	SG-21	KAREL
	0199	A004.22	TRAFFIC SIGNAL, TYPE TS-1LB, T49	5,000	EACH	APL	SG-21	KAREL
	0200	A005.50	TRAFFIC SIGNAL CONTROLLER, TYPE NEMA	2,000	EACH	PMV	SG-21	KAREL
	0201	A006.14	PEDESTRIAN SIGNAL, TYPE PS-1, T19 Countdown Pedestrian Signal x	18,000	EACH	APL	SG 21	KAREL
	0202	A006.70	PEDESTRIAN PUSHBUTTON, TYPE PPB Pedestrian Signalx	18,000	EACH	APL	SG 21	KAREL
	0203	A006.84	PEDESTAL POLE, TYPE PP-10 Class R Aggregate	3,000	EACH	PMV COC	SP-174 SG-21	KAREL KAREL
	0204	A007.75	Portland Cement Concrete STREET LIGHTING UNIT, TYPE SL-D-40-12-0-40	45,000	EACH	APL	SG 15, 16	MACKE
	0205	A007.78	STREET LIGHTING UNIT, TYPE SL-D-30-12-0-40	7,000	EACH	COC	SG-21	KAREL
	0206	A010.07	LUMINAIRE, TYPE HPS-400	11,000	EACH	COC	SG-21	KAREL
	0207	A011.24	Class R Aggregate COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Non-Shrink Grout x Portland Cement Concrete Ground Rod x		EACH	TOS APL TOS TOS	SG 15, 16 SG 20, 21 SG 15, 16 SG 21	MACKE KRASON KRASON KAREL
	0208	A011.65	Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 3,000 Class R Aggregate Non-Shrink Grout x Portland Cement Concrete Ground Rod x		EACH	TOS APL TOS TOS	SG 15, 16 SG 20, 21 SG 15, 16 SG 21	MACKE KRASON KRASON KAREL
	0209	A012.05	Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Class R Aggregate Non-Shrink Grout x Portland Cement Concrete Ground Rod x		EACH	TOS APL TOS TOS	SG 15, 16 SG 20, 21 SG 15, 16 SG 21	MACKE KRASON KRASON KAREL
	0210	A012.08	Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Class R Aggregate Non-Shrink Grout x Portland Cement Concrete Ground Rod x		EACH	TOS APL TOS TOS	SG 15, 16 SG 20, 21 SG 15, 16 SG 21	MACKE KRASON KRASON KAREL
	0211	A012.60	Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 3,000 Class R Aggregate Non-Shrink Grout x Portland Cement Concrete Ground Rod x		EACH	TOS APL TOS TOS	SG 15, 16 SG 20, 21 SG 15, 16 SG 21	MACKE KRASON KRASON KAREL
	0212	A012.80	Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Class R Aggregate Non-Shrink Grout x Portland Cement Concrete Ground Rod x		EACH	TOS APL TOS TOS	SG 15, 16 SG 20, 21 SG 15, 16 SG 21	MACKE KRASON KRASON KAREL
	0213	A012.90	Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Class R Aggregate Non-Shrink Grout x		EACH	TOS APL	SG 15, 16 SG 20, 21	MACKE KRASON



State of Nebraska Department of Roads  
Required Document List

Contract ID 4707  
Control Number 42707 000  
Project Number URB-5496(S)  
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND  
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC  
Letting Date 10/23/2014  
SG Version July 1, 2014

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Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
M/A	M&R Approval
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Group	Line Item	Code Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
		Portland Cement Concrete					
		Ground Rod x					
		Anchor Bolts for SLU & Combination Pole					
		Combination MastArm Signal/Lighting Pole					
	0214	A014.76 SERVICE METER AND PEDESTAL	2.000	EACH	TOS	SG 15, 16	KRASON
	0215	A016.50 MAST ARM SIGNAL POLE, TYPE MP-30	1.000	EACH	COC	SG 21	KAREL
		Class R Aggregate					
		Non-Shrink Grout x					
	0216	A020.75 LIGHTING CONTROL CENTER	2.000	EACH	APL	SG 20, 21	KRASON
	0217	A070.13 2-INCH CONDUIT IN TRENCH	23297.000	LF	TOS	SG 15, 16	KRASON
		Buy America Cert-Producer/Supplier					
		Electrical Conduit x					
	0218	A070.18 3-INCH CONDUIT IN TRENCH	198.000	LF	MC	NSS106	KAREL
		Buy America Cert-Producer/Supplier					
		Electrical Conduit x					
	0219	A072.14 2-INCH CONDUIT UNDER ROADWAY	1840.000	LF	APL	SG 21	KAREL
		Buy America Cert-Producer/Supplier					
		Electrical Conduit x					
	0220	A074.90 CAT5E ETHERNET CABLE	5669.000	LF	MC	NSS106	KAREL
	0221	A077.18 7/C #14 AWG TRAFFIC SIGNAL CABLE	5739.000	LF	APL	SG 21	KAREL
		7/C #14 AWG Traffic Signal Cable					
	0222	A077.22 12/C #14 AWG TRAFFIC SIGNAL CABLE	127.000	LF	TOS	SG 21	KAREL
		12/C #14 AWG Traffic Signal Cable					
	0223	A077.30 20/C #14 AWG TRAFFIC SIGNAL CABLE	991.000	LF	TOS	SG 21	KAREL
	0224	A079.06 CAMERA DETECTOR CABLE	686.000	LF	TOS	SG 21	KAREL
	0225	A079.26 24 STRAND SINGLE MODE FIBER	6020.000	LF	TOS	SP-195	KAREL
	0226	A079.36 3/C #14 AWG, PEDESTRIAN PUSH BUTTON CABLE	1671.000	LF	COC	SP-175	KAREL
		3/C #14 AWG Pedestrian Push Button Cable					
	0227	A079.43 #8 GROUNDING CONDUCTOR	681.000	LF	TOS	SG 21	KAREL
		#8 Grounding Conductor					
	0228	A079.55 SERVICE CABLE #6	168.000	LF	TOS	SG 21	KAREL
		Service Cable No. 1 USE					
		Service Cable, No. 3 USE					
		Service Cable, No. 6 USE					
	0229	A079.60 STREET LIGHTING CABLE #6	502.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable 1/2#6AWG CopperUSE					
	0230	A080.04 STREET LIGHTING CABLE, NO. 1/0 USE	212.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 1/0 USE					
	0231	A080.10 STREET LIGHTING CABLE, NO. 2 USE	10306.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 2 USE					
	0232	A080.15 STREET LIGHTING CABLE, NO. 4 USE	12224.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 4 USE					
	0233	A080.23 STREET LIGHTING CABLE, NO. 6 BARE	106.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 6 BARE					
	0234	A080.30 STREET LIGHTING CABLE, NO. 8 BARE	11265.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 8 BARE					
	0235	A610.00 REMOVE TRAFFIC SIGNAL, COMPLETE	1.000	EACH	TOS	SG 21	KAREL
		Remove Traffic Signal, Complete					
	0236	A610.18 REMOVE PEDESTRIAN SIGNAL HEAD	4.000	EACH	TOS	SG 21	KAREL
		Remove Pedestrian Signal Head					
	0237	A611.12 REMOVE PEDESTRIAN PUSHBUTTON	4.000	EACH	TOS	SG 21	KAREL
		Remove Pedestrian Pushbutton					
	0238	A630.20 REMOVE PULL BOX	2.000	EACH	TOS	SG 21	KAREL
		Remove Pull Box					
	0239	A699.90 REMOVE COMBINATION POLE AND FOUNDATION	2.000	EACH	TOS	SG 21	KAREL
		Remove Combination Pole and Foundation					
	0240	A775.00 VEHICLE DETECTION SYSTEM (WMVDS A)	1.000	LS	TOS	SP-172	KAREL
		Vehicle Detection System (WMVDS A)					
	0241	A775.01 VEHICLE DETECTION SYSTEM (WMVDS B)	1.000	LS	TOS	SP-172	KAREL
		Vehicle Detection System (WMVDS B)					
	0242	A779.45 VIDEO DETECTION CAMERA	4.000	EACH	COC	SP-172	KAREL
		Video Detection Camera					
	GROUP 10	60243 0001.08 BARRICADE, TYPE II	39190.000	BDAY	COC	SP-172	KAREL
		Barricade Warning Lights Type II					
		Reflective Sheeting x					
	0244	0001.10 BARRICADE, TYPE III	14549.000	BDAY	APL	SG 23	KAREL
		Barricade Warning Lights Type III					
		Reflective Sheeting x					
	0245	0001.90 SIGN DAY	24610.000	EACH	APL	SG 23	KAREL
		Sign Day					
	0246	0001.99 CONTRACTOR FURNISHED SIGN DAY	7992.000	EACH	TOS	SG 23	DONDLINGER
		Contractor Furnished Sign Day					
	0247	0002.44 TEMPORARY PAVEMENT MARKING, TYPE PAINT	10000.000	LF	TOS	SG 23	DONDLINGER
		Temporary Pavement Marking, Type Paint					
	0248	0010.04 FIELD OFFICE	1.000	EACH	APL	SG 23	DONDLINGER
		Field Office					
	0249	0020.00 TRAINING	2000.000	HR	APL	SG 23	DONDLINGER
		Training					
	0250	0030.10 MOBILIZATION	1.000	LS	APL	SG 23	DONDLINGER
		Mobilization					
	0251	9110.01 RENTAL OF LOADER, FULLY OPERATED	120.000	HR	APL	SG 23	DONDLINGER
		Rental of Loader, Fully Operated					
	0252	9110.02 RENTAL OF MOTOR GRADER, FULLY OPERATED	120.000	HR	APL	SG 23	DONDLINGER
		Rental of Motor Grader, Fully Operated					
	0253	9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	120.000	HR	APL	SG 23	DONDLINGER
		Rental of Dump Truck, Fully Operated					

State of Nebraska Department of Roads  
Required Document List

Contract ID 4707  
Control Number 42707 000  
Project Number URB-5436(5)  
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND  
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC  
Letting Date 10/23/2014  
SG Version July 1, 2014

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Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0254	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	120.000	HOUR			
	0255	9110.27	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR	50.000	HOUR			
	0256	1022.75	TEMPORARY SILT CHECK	500.000	LF	APL		DONDLINGER
	0257	1022.90	TEMPORARY SILT FENCE	500.000	LF	APL	NSS809	DONDLINGER
			BUY AMERICA CERTIFICATION			CC	SP-86	KAREL
			PERFORMED EXPANION JOINT			APL	SP-16	KRASON
			URETHANE SEALANT			APL	PLANS	BYRE

State of Nebraska Department of Roads  
 Material Sampling and Testing Summary  
 Contract ID 4707  
 Control Number 42707 000  
 Project Number URB-5436(S)  
 Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND  
 Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC  
 Letting Date 10/23/2014  
 MSG Version July 1, 2014

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

EXHIBIT "A"

Group	Item Name	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
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**GROUP 1 GRADING**

0004	Excavation (Established Quantity)	1010.01	Soil Density-Excavation-Fill Material #	20760.000	CY	Lab Standard Proctor Test	1	In-place moisture-density tests for each 1000 - 3000 CY, depending on soil type or as needed is indicated by changes in soil material.	
0014	Wall Materials	4093.80	Soil Density-Modular Wall Backfill	1471.000	SF	Field Moisture Test	7		
0015	Leveling Pad	4095.12	Leveling Pad	328.000	LF	Field Density Test	2	Field Density Test	
0016	Select Granular Backfill for Retained Earth Structure	8024.50	Soil Density-Select Granular Backfill #	50.000	CY	Lab Standard Proctor Test & Quality	1	Sample required if from a non-approved stock	
0021	Crushed Rock Surface Course	2010.03	Crushed Rock Surface Course	144.300	TON	Field Moisture Test	3	Gradation and Quality every 250 tons. Density/moisture every lift of aggregate placed.	
0022	Combination Concrete Class 47B-3500 CURB AND GUTTER	3014.11	Combination Concrete Class 47B-3500 CURB AND GUTTER	280.000	LF	Sample for Quality	1	No sample required if source is Kerford or Martin Marietta @ Weeping Water OR Martin Marietta @ Fort Calhoun	
0023	Hot Poured Joint Sealant -Field Use #	3014.13	Hot Poured Joint Sealant -Field Use #	140.000	LF	Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	
0024	White Pigmented Cure Compound-Field Use #	3016.03	White Pigmented Cure Compound-Field Use #	3562.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	
0026	White Pigmented Cure Compound-Field Use #	3016.71	White Pigmented Cure Compound-Field Use #	6891.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	
0028	White Pigmented Cure Compound-Field Use #	3020.24	White Pigmented Cure Compound-Field Use #	1631.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	
0029	White Pigmented Cure Compound-Field Use #	3020.32	White Pigmented Cure Compound-Field Use #	516.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	
0030	White Pigmented Cure Compound-Field Use #	3075.42	White Pigmented Cure Compound-Field Use #	3572.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	
0035	Hot Poured Joint Sealant -Field Use #		Hot Poured Joint Sealant -Field Use #			Pavement Cores	3	1 Core per 750ft per lane. 1P/CTC is responsible for getting testing lab to take and break the cores.	SG 15 WEIGEL
	Reinforcing Steel -Field Sample		Reinforcing Steel -Field Sample			Sample for Quality	1	2 -6" samples unless from approved stock	SG 15, 16 KAREL
	White Pigmented Cure Compound-Field Use #		White Pigmented Cure Compound-Field Use #			Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	SG 15, 20 BYRE
	Paving Units		Paving Units				1		SG 15, 16 KRASON

**GROUP 3 CONCRETE PAVEMENT**

0027	Hot Poured Joint Sealant -Field Use #	3014.13	Hot Poured Joint Sealant -Field Use #	140.000	LF	Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	SG 15, 20 BYRE
0028	White Pigmented Cure Compound-Field Use #	3020.24	White Pigmented Cure Compound-Field Use #	1631.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASON
0029	White Pigmented Cure Compound-Field Use #	3020.32	White Pigmented Cure Compound-Field Use #	516.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASON
0030	White Pigmented Cure Compound-Field Use #	3075.42	White Pigmented Cure Compound-Field Use #	3572.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASON
0035	Hot Poured Joint Sealant -Field Use #		Hot Poured Joint Sealant -Field Use #			Pavement Cores	3	1 Core per 750ft per lane. 1P/CTC is responsible for getting testing lab to take and break the cores.	SG 15 WEIGEL
	Reinforcing Steel -Field Sample		Reinforcing Steel -Field Sample			Sample for Quality	1	2 -6" samples unless from approved stock	SG 15, 16 KAREL
	White Pigmented Cure Compound-Field Use #		White Pigmented Cure Compound-Field Use #			Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	SG 15, 20 BYRE
	Paving Units		Paving Units				1		SG 15, 16 KRASON

State of Nebraska Department of Roads  
 Material Sampling and Testing Summary  
 Contract ID 4707  
 Control Number 42707 000  
 Project Number URB-5436(5)  
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 Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC  
 Letting Date 10/23/2014  
 MSG Version July 1, 2014

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EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
	0031	3075.46	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	4380.000	SY				
			Assume: 4 Pours						
			3640 CY			Agg Free Moisture	4		
			Paving Units			Field Tech Tests	4		
			Hot Poured Joint Sealant-Field Use II			Unconfined Compression Cylinder	16	Air/evry 300cy), Slump, Unit Weight, Yield, Cylinders...	SG 15, 16 MACK SG 14, 29 KRASON SG 15, 16 WIEGEL
			Reinforcing Steel Field Sample			Sample for Quality	1	2-6' samples unless shipped from approved stock	SG 15, 20 BRE
			White Pigmented Cure Compound-Field UseII			Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KAREL
			ADJUST MANHOLE TO GRADE			Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASON
			Poured with others						
			na						
			CONCRETE DITCH LINING						
			Poured with others						
			1						
			White Pigmented Cure Compound-Field UseII						
			TEMPORARY SURFACING 6"						
			1 Pour						
			Assume: 1 Pour						
			140 CY			Unconfined Compression Cylinder	4	Air/evry 300cy), Slump, Unit Weight, Yield, Cylinders...	SG 15, 16 MACK
			White Pigmented Cure Compound-Field UseII			Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASON
			9009.79						
			Assume: 1 Pour						
			2500.000 SY			Agg Free Moisture	1		
			Sample for Quality			Field Tech Tests	1		
			1			Unconfined Compression Cylinder	4	Air/evry 300cy), Slump, Unit Weight, Yield, Cylinders...	SG 15, 16 MACK
			IF ASPHALT IS USED						
			Performance Graded Binder (64-22)			Sample for Quality	1	Minimum of 1 tests every 1875 tons of asphalt	SG 02 BRE
			Asphalt Aggregates			Sample for Quality	1 per agg		
			Asphaltic Concrete			Asphalt Mix Design	1		
			275 Tons Asphalt			Asphalt Mixture Testing	1		
			275/750 -1 Tests			Density Test	1		
			9173.20			SUBGRADE PREPARATION			
			Assume: 1 per location/7 locations			Soil Density-Subgrade Preparation II			
			6"			Lab Standard Proctor Test	1		
			Field Density Test			Field Moisture Test	7	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed is indicated by changes in soil material.	SP-10 CHURCHWELL
			4011.14			CURB INLET TYPE A			
			Assume: Precast						
			4011.15			CURB INLET TYPE B			
			Assume: Precast						
			4011.16			CURB INLET TYPE C			
			Assume: Precast						
			4011.60			AREA INLET TYPE A			
			Assume: Precast						
			4011.61			AREA INLET TYPE B			
			Assume: Precast						
			4015.50			RECONSTRUCT MANHOLE AT STATION 104+54			
			Assume: Precast						
			4015.51			RECONSTRUCT MANHOLE AT STATION 1A3+37			
			Assume: Poured with others						
			na						
			4015.52			RECONSTRUCT MANHOLE AT STATION 154+74			
			Assume: Poured with others						
			na						
			0064-0097			Varies			
			Assume: Precast						
			4018.00			Reinforcing Steel - Field Sample			
			Assume: Precast						
			34.000			TAPPING EXISTING STRUCTURE			
			Assume: Precast						
			3.000			Sample for Quality	1	2-6' samples unless from approved stock	SG 15, 16 KAREL

State of Nebraska Department of Roads  
Material Sampling and Testing Summary

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Control Number 42707 000  
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Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ETC  
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MSG Version July 1, 2014

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EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 4A WATER MAIN	0106	4155.50	White Pigmented Cure Compound-Field Use REINFORCING STEEL FOR INLET AND JUNCTION BOX	6984.000	LB	Sample for Quality	3	Sample required if from a non-approved stock	
	0107	4157.00	Reinforcing Steel - Field Sample REINFORCING STEEL FOR COLLARS	133.000	LB	Sample for Quality	3	2-6' samples unless from approved stock	
	0112	4900.26	Concrete Headwall at Station 103+84 CONCRETE HEADWALL AT STATION 103+84	1.000	EACH	Sample for Quality	1	2-6' samples unless from approved stock	
	0122	014-0122	Soil Density-Pipe Backfill # PIPE	6310.000	LF	Lab Standard Proctor Test Soil Density Test	1	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0158	0155-0158	Water Main Pipe WATER MAIN PIPE	414.000	LF	Lab Standard Proctor Test Soil Density Test Field Moisture Test	9	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0203	A006.84	Pestical Pole, Type PP-10 PESTICAL POLE, TYPE PP-10	3.000	EACH	Field Moisture Test Field Density Test	1	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0213	0207-0213	Combination Mast Arm Signal and Lighting Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE	11.000	EACH	7 Types			
	0215	A016.50	Mast Arm Signal Pole, Type MP-30 MAST ARM SIGNAL POLE, TYPE MP-30	1.000	EACH				
	0226	A029.48	#8 Grounding Conductor #8 GROUNDING CONDUCTOR	681.000	LF	3 Types			
	0227	A029.48	#8 Grounding Conductor #8 GROUNDING CONDUCTOR	681.000	LF	3 Types	1 - 2' sample for each lot or batch, 3 Types	Unless Underwriters Laboratory or Intertek testing services (ETI) approved, if UL or ETL label is attached and physical dimensions are correct, the conduit may be accepted.	
0228-0234	Varies	Cable CABLE	55686.000	LF	14 Types	Sample for Quality	1 - 1' sample for each cable type per lot, 1 Type		
0233	0001.08	Electrical Cable ELECTRICAL CABLE	39190.000	BDAY	14 Types	1 - 4' sample for each cable type per lot, 14 Types	If requested by the Materials and Research Division a manufacturer's certified test report may also be required.		
GROUP 8B ELECTRICAL	0099	4018.50	Tapping Existing Pipe TAPPING EXISTING PIPE	2.000	EACH				
	0103	4105.59	CLASS 47B-3000 Concrete for Inlet and Junction Box CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	115.070	CY	3 Pour			
	0104	4107.07	White Pigmented Cure Compound-Field Use CLASS 47B-3000 Concrete for Concrete Collars	2.480	CY	Sample for Quality	1	Sample required if from a non-approved stock	
	0105	4130.06	White Pigmented Cure Compound-Field Use CLASS 47B-3000 Concrete for Pipe Culvert Plug	1.220	CY	Sample for Quality	1	Sample required if from a non-approved stock	
	0112	4900.26	Concrete Headwall at Station 103+84 CONCRETE HEADWALL AT STATION 103+84	1.000	EACH	Sample for Quality	1	2-6' samples unless from approved stock	
	0122	014-0122	Soil Density-Pipe Backfill # PIPE	6310.000	LF	Lab Standard Proctor Test Soil Density Test	1	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0158	0155-0158	Water Main Pipe WATER MAIN PIPE	414.000	LF	Lab Standard Proctor Test Soil Density Test Field Moisture Test	9	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0203	A006.84	Pestical Pole, Type PP-10 PESTICAL POLE, TYPE PP-10	3.000	EACH	Field Moisture Test Field Density Test	1	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0213	0207-0213	Combination Mast Arm Signal and Lighting Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE	11.000	EACH	7 Types			
	0215	A016.50	Mast Arm Signal Pole, Type MP-30 MAST ARM SIGNAL POLE, TYPE MP-30	1.000	EACH				
GROUP 10 GENERAL ITEMS	0099	4018.50	Tapping Existing Pipe TAPPING EXISTING PIPE	2.000	EACH				
	0103	4105.59	CLASS 47B-3000 Concrete for Inlet and Junction Box CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	115.070	CY	3 Pour			
	0104	4107.07	White Pigmented Cure Compound-Field Use CLASS 47B-3000 Concrete for Concrete Collars	2.480	CY	Sample for Quality	1	Sample required if from a non-approved stock	
	0105	4130.06	White Pigmented Cure Compound-Field Use CLASS 47B-3000 Concrete for Pipe Culvert Plug	1.220	CY	Sample for Quality	1	Sample required if from a non-approved stock	
	0112	4900.26	Concrete Headwall at Station 103+84 CONCRETE HEADWALL AT STATION 103+84	1.000	EACH	Sample for Quality	1	2-6' samples unless from approved stock	
	0122	014-0122	Soil Density-Pipe Backfill # PIPE	6310.000	LF	Lab Standard Proctor Test Soil Density Test	1	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0158	0155-0158	Water Main Pipe WATER MAIN PIPE	414.000	LF	Lab Standard Proctor Test Soil Density Test Field Moisture Test	9	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0203	A006.84	Pestical Pole, Type PP-10 PESTICAL POLE, TYPE PP-10	3.000	EACH	Field Moisture Test Field Density Test	1	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0213	0207-0213	Combination Mast Arm Signal and Lighting Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE	11.000	EACH	7 Types			
	0215	A016.50	Mast Arm Signal Pole, Type MP-30 MAST ARM SIGNAL POLE, TYPE MP-30	1.000	EACH				



State of Nebraska Department of Roads  
 Material Sampling and Testing Summary  
 Contract ID 4207  
 Control Number 4207 000  
 Project Number URB-5436(S)  
 Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND  
 Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC  
 Letting Date 10/23/2014  
 MSG Version July 1, 2014

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments
	0244	0001.10	REFLECTIVE SHEETING II BARRICADE, TYPE III	14549.000	BDAY	Reflectivity Test	35	1 of every 5, or a minimum of two of each type
	SG 23	DONDLINGER						Guidance
	SG 23	DONDLINGER					13	1 of every 5, or a minimum of two of each type

Concrete Calculations	
Conversion Factor	Totals
47B-3500 and 47B-3000	CY
CLASS B	0.806
CLASS E	0.3618
CLASS B	CY Agg/CY PCC
CLASS E	CY Agg/CY PCC
1PF Cement	564
1PF Cement	lbs/CY PCC
Agg/Cement Sampling & Testing Totals	Tons
CLASS B	1.3
CLASS B	1.25
CLASS B	tons/CY Agg
CLASS B Gradation	5047.99
CLASS B Quality	2178.80
CLASS E Gradation	1358.59
CLASS E Quality	Tons
1PF Cement Sample	1358.59

The aggregate sampling estimates assume that "traditional" 47B agg mix is being used.	
** These totals assume all concrete produced by a single source.	
MSG 15, 16	MACKE
MSG 15, 16	MACKE
MSG 15, 16	KRASON
CLASS B	3
One Test every 2000 tons	3
CLASS B Gradation	1
CLASS B Quality	1
One Test every 6000 tons; NDR will test these samples	3
CLASS E Gradation	1
CLASS E Quality	3
One Test every 1000 tons	1
One Test every 3000 tons; NDR will test these samples	2
CLASS E Gradation	1358.59
CLASS E Quality	1358.59
One Test every 750 tons; NDR will test these samples	1358.59
1PF Cement	1358.59

FEES AND PAYMENTS

EXHIBIT "B"

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$602,842.10 The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid as authorized for each specific Task Order, subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any

subconsultant to exceed its negotiated fee estimate without prior written approval of the LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

**G. Out of Scope Services and Consultant Work Orders.** The LPA may request that

Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at [www.roads.nebraska.gov/aff/lpa-guide-man.htm#forms4](http://www.roads.nebraska.gov/aff/lpa-guide-man.htm#forms4). The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.



H. **Payments.** Payment for work under this agreement will be made based on actual costs plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

(b) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

(2) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

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

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
- 2) The prevailing standard rate as established by the IRS.

(b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.

(c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General

Services Administration's (GSA) rates which is indicated below:

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

1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

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

Lunch:

- a) Employee must be on overnight travel. No reimbursement for same day travel.
- b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- b) Employee is on overnight travel.

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

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

(3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor

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 this agreement.

- I. **Fee for Profit (Actual Cost Plus Fixed Fee).** The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.

- J. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at:

<http://www.roads.nebraska.gov/gov-aff/la-guide-man.html#policies4>. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must include a completed "Cost Breakdown Form" (see State's webpage at <http://www.roads.nebraska.gov/gov-aff/la-guide-man.html>) and must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the LPA
4. Percent of work completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

K. **Progress Payments.** Payments will not be made unless the monthly progress reports

provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

L. **Final Invoice and Payment.** Upon completion of the work under this agreement, the Consultant shall submit their final invoice to the State identifying it as the final invoice.

The Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied. Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

L. **Agreement Close-Out.** After the Consultant submits their final invoice, the Consultant must complete and submit DR Form 39a – Notification of Completion Pre-letting Consultant Professional Services. The form must be submitted electronically in accordance with the instructions on the form. DR Form 39a is available on the Department of Roads website at <http://www.roads.nebraska.gov/gov-aff/lpa-guide-man.html#forms4>

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** The Consultant shall maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred

and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

Project No. URB-5436(5)  
Control No. 42707  
Capital Avenue – Webb – Wheeler

EXHIBIT "B"  
Sheet 7 of 7

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDERS  
LPA PROJECTS**

**Consultant agrees to:**

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

**General Liability –**

Limits of at least:

- \$ 1,000,000 Per Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be

provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

- **Pollution Coverage –**

- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

- **Automobile Liability –**

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

- **Workers' Compensation –**

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

- **Professional Liability –**

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

- **Electronic Data and Valuable Papers –**

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

- **Umbrella/Excess –**

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

Project No. URB-5436(5)  
Control No. 42707  
Capital Avenue, Webb - Wheeler

Exhibit "C"  
Page 2 of 3

in favor of the LPA shall be provided.

**Additional Requirements –**

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancellation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads  
Construction Division – Insurance Section  
1500 Highway 2, P. O. Box 94759  
Lincoln, NE 68509-4759  
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.



RESOLUTION 2015-144

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City of Grand Island and Olsson Associates wish to enter into a Professional Construction Engineering Services Agreement Supplemental No. 1 to provide construction engineering services for the Federal-aid project; and

WHEREAS, Olsson Associates will be paid a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs in accordance with Exhibit "A", with a total amount of \$602,842.10.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the attached Professional Construction Engineering Services Agreement Supplemental No. 1 between the City of Grand Island and Olsson Associates of Grand Island, Nebraska.

NDOR Project No.: URB-5436(5)  
NDOR Control No.: 42707  
NDOR Project Description: Capital Avenue, Webb Rd – Broadwell Ave

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☒ _____
June 5, 2015	☒ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-8

**#2015-145 - Approving Time Extension to the Contract with Van Kirk Brothers Contracting for Sanitary Sewer District No. 528 and No. 530T**

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** June 9, 2015

**Subject:** Approving Time Extension to the Contract with Van Kirk Brothers Contracting for Sanitary Sewer District No. 528 and No. 530T

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

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

## Background

The City Council awarded the bid for construction of Sanitary Sewer District No. 528 and No. 530T to Van Kirk Brothers Contracting of Sutton, Nebraska on June 10, 2014.

On February 10, 2015 City Council approved Resolution No. 2015-38, which allowed for an extension from June 15, 2015 to July 27, 2015 for Sanitary Sewer District No. 528 and from March 15, 2015 to April 24, 2015 for Sanitary Sewer District No. 530T in order to complete the projects.

On March 24, 2015 City Council approved Resolution No. 2015-75, which changed direct borings at two (2) locations; Guenther Road and 1,000 feet south of Guenther Road, at US Highway 281, to open cuts at each location. Such change resulted in a net credit of \$47,507.46, for a revised total contract amount of \$3,326,611.24 (528= \$1,602,306.30 & 530T = \$1,724,304.94).

Any changes to the contract require council approval.

## Discussion

Several factors have delayed completion of the project; including inclement weather and unforeseen obstructions that have hindered the contractor's ability to reach the contract deadline.

Van Kirk Brothers Contracting is requesting that the final completion date be changed from April 24, 2015 to June 10, 2015 for Sanitary Sewer District No. 530T.

## **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 extending the completion date to May 27, 2015 for Sanitary Sewer District No. 530T.

## **Sample Motion**

Move to approve the resolution.

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

CHANGE ORDER NUMBER 3

Date of Issuance: 5/27/2015

**PROJECT:** Highway 281 Sanitary Sewer Improvements – Sanitary Sewer District No. 528 (Wildwood Industrial Subdivision) and District No. 530T

**CONTRACTOR:** Van Kirk Brother's Contracting

**CONTRACT DATE:** June 18, 2014

Van Kirk Brothers has encountered numerous slowdowns in construction due to weather, problems with dewatering, subcontractor construction problems, and as of late unforeseen obstructions that have hindered their ability to reach the contract deadline.

Contract Amount or Price		Contract Times (Calculate Days)	
Wildwood (528) Original:	\$ 1,602,306.30	Original Completion Date	6/15/2015
Previous Contract Modification(s) (Add/Deduct)	\$ 0	Previous Contract Modification(s) (Add/Deduct)	0 Days
This Contract Modification (Deduct)	\$ 0	This Contract Modification (Add)	30 Working Days
Revised Contract Amount	\$ 1,602,306.30	New Contract Completion Date:	7/27/2015 Days
Highway 281 (530T) Original:	\$ 1,771,812.40	Original Completion Date	3/15/2015
Previous Contract Modification(s) (Deduct)	\$ 47,507.46	Previous Contract Modification(s) (Add)	30 Working Days
This Contract Modification (Deduct)	\$ 0	This Contract Modification (Add)	32 Working Days
Revised Contract Amount	\$ 1,724,304.94	New Contract Completion Date:	6/10/2015 Days

**Approval Recommended:**

By \_\_\_\_\_  
 John Collins, P.E, Public Works Director

Date \_\_\_\_\_

**The Above Change Order Accepted:**

Van Kirk Brothers Contracting, Contractor

By \_\_\_\_\_

Date 6/2/15

**Approved for the City of Grand Island:**

By \_\_\_\_\_  
 Jeremy L. Jensen, Mayor

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

Date \_\_\_\_\_

RESOLUTION 2015-145

WHEREAS, on June 10, 2014, by Resolution 2014-163, the City Council of the City of Grand Island approved the bid of Van Kirk Brothers Contracting of Sutton, Nebraska for construction of Sanitary Sewer District No. 528 and No. 530T; and

WHEREAS, on February 10, 2015 City Council approved Resolution No. 2015-38, which allowed for an extension from June 15, 2015 to July 27, 2015 for Sanitary Sewer District No. 528 and from March 15, 2015 to April 24, 2015 for Sanitary Sewer District No. 530T in order to complete the projects; and

WHEREAS, on March 24, 2015 City Council approved Resolution No. 2015-75, which changed direct borings at two (2) locations; Guenther Road and 1,000 feet south of Guenther Road, at US Highway 281, to open cuts at each location. Such change resulted in a net credit of \$47,507.46, for a revised total contract amount of \$3,326,611.24 (528= \$1,602,306.30 & 530T = \$1,724,304.94).

WHEREAS, the completion of Sanitary Sewer District No. 530T has been delayed due to several factors; and

WHEREAS, such delays have resulted in additional work days; and

WHEREAS, Van Kirk Brothers Contracting has requested an extension from April 24, 2015 to June 10, 2015 for Sanitary Sewer District No. 530T in order to complete the project; and

WEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Van Kirk Brothers Contracting of Sutton, Nebraska to provide the modifications of Sanitary Sewer District No. 530T.

---

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
June 5, 2015	☐ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-9

**#2015-146 - Approving Bid Award for the 2015 Asphalt Resurfacing Project No. 2015-AC-1**

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** June 9, 2015

**Subject:** Approving Bid Award for the 2015 Asphalt Resurfacing Project No. 2015-AC-1

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

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

## Background

On April 20, 2015 the Engineering Division of the Public Works Department advertised for bids for the 2015 Asphalt Resurfacing Project No. 2015-AC-1. There were five (5) potential bidders for this project. This year's work involves asphalt resurfacing on the following City streets.

**Section #1.** 2<sup>nd</sup> Street; Clark Street to concrete west of Plum Street

**Section #2.** 1<sup>st</sup> Street; Sycamore Street to concrete west of Plum Street

**Section #3.** Eddy Street; 2<sup>nd</sup> Street to 3<sup>rd</sup> Street

**Section #4.** 4<sup>th</sup> Street; Broadwell Avenue to concrete west of Plum Street

**Section #5.** Sycamore Street; Division Street to 3<sup>rd</sup> Street

**Section #6.** Kimball Street; Division Street to 1<sup>st</sup> Street

**Section #7.** Cleburn Street; 1<sup>st</sup> Street to 2<sup>nd</sup> Street

**Section #8.** Seedling Mile Road; cul-de-sac to east City limits



## **Discussion**

Two (2) bids were received and opened on May 5, 2015. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<i><b>Bidder</b></i>	<i><b>Exceptions</b></i>	<i><b>Bid</b></i>
JIL Asphalt Paving Co. of Grand Island, NE	None	\$955,830.76
Gary Smith Const Co, Inc. of Grand Island, NE	None	\$1,318,236.17

An agreement is being presented at tonight's meeting between the City and State of Nebraska for a cost share on US Highway 30 eastbound from Sycamore Street to Plum Street and westbound from Clark Street to Plum Street. Per the agreement the State has programmed a maximum of \$150,000.00 to participate in resurfacing one lane in each direction on US Highway 30.

There are sufficient funds in Account No. 10033506-85354 & 10033506-85351 to fund this project.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve awarding a contract to JIL Asphalt Paving Co. of Grand Island, Nebraska in the amount of \$955,830.76 as the low compliant bid that meets specifications.

## **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** May 5, 2015 at 2:00 p.m.  
**FOR:** Asphalt Maintenance Project 2015-AC-1  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$1,303,000.00  
**FUND/ACCOUNT:** 10033506-85354  
**PUBLICATION DATE:** April 18, 2015  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

<b>Bidder:</b>	<u>J.I.L. Asphalt Paving Co.</u>	<u>Gary Smith Construction Co., Inc.</u>
	Grand Island, NE	Grand Island, NE
<b>Bid Security:</b>	Granite RE, Inc.	Inland Insurance Co.
<b>Exceptions:</b>	None	None

<b>Bid Price:</b>		
<b>Section #1A:</b>	\$296,648.36	\$364,067.10
<b>Section #2A:</b>	\$ 71,912.74	\$ 87,373.75
<b>Section #3A:</b>	\$ 33,240.33	\$ 42,649.50
<b>Section #4A:</b>	\$298,931.50	\$393,871.25
<b>Section #5B:</b>	\$ 67,583.88	\$ 85,325.70
<b>Section #6B:</b>	\$ 14,926.22	\$ 20,220.00
<b>Section #7B:</b>	\$ 14,925.64	\$ 22,665.00
<b>Section #8C:</b>	\$139,562.09	\$200,063.87
<b>Section #9:</b>	<u>\$ 18,100.00</u>	<u>\$102,000.00</u>
<b>Total:</b>	\$955,830.76	\$1,318,236.17

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Terry Brown, PW Deputy

Catrina DeLosh, PW Admin. Assist.  
Stacy Nonhof, Purchasing Agent

**P1817**

RESOLUTION 2015-146

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project No. 2015-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on May 5, 2015 bids were received, opened, and reviewed; and

WHEREAS, JIL Asphalt Paving Co. 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 \$955,830.76; and

WHEREAS, JIL Asphalt Paving Co.'s bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2014/2015 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of JIL Asphalt Paving Co. of Grand Island, Nebraska in the amount of \$955,830.76 for Asphalt Maintenance Project No. 2015-AC-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
June 5, 2015	☐ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-10

**#2015-147 - Approving Agreement with Nebraska Department of Roads for Asphalt Resurfacing Project No. 2015-AC-1**

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** June 9, 2015

**Subject:** Approving Agreement with Nebraska Department of Roads for Asphalt Resurfacing Project No. 2015-AC-1

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

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

## Background

As part of the City's 2015 Annual Resurfacing Project No. 2015-AC-1 sections of both 1<sup>st</sup> Street and 2<sup>nd</sup> Street are scheduled to be resurfaced. Both sections of roadway are part of the State Highway system and eligible for State participation.

## Discussion

The City and State wish to enter into an agreement for the cost share of 1<sup>st</sup> Street; Sycamore Street to the concrete west of Plum Street and 2<sup>nd</sup> Street; Clark Street to the concrete west of Plum Street. The State has programmed \$150,000.00 for their share of resurfacing one lane in each direction, which is to be applied to the actual construction cost only of work approved and accepted.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve the Agreement with Nebraska Department of Roads for the cost share of sections of 1<sup>st</sup> Street and 2<sup>nd</sup> Street as part of the Asphalt Resurfacing Project No. 2015-AC-1.

## **Sample Motion**

Move to approve the resolution.

## AGREEMENT

CITY OF GRAND ISLAND  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
RESURFACING HIGHWAY U.S. 30

**THIS AGREEMENT** between the City of Grand Island, ("City") and the State of Nebraska, Department of Roads, ("State"), and collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, it is the desire of City and State to maintain the urban extensions of State highways in a favorable condition for the general public. Because of increased traffic and general deterioration of the roadway, some of the streets require resurfacing work City and State desire to join in resurfacing work on U.S. Highway 30, and

**WHEREAS**, State for its Fiscal Year 2015 maintenance has programmed \$150,000 for resurfacing of State highways in Grand Island, and

**WHEREAS**, this resurfacing shall consist of asphalt milling and SPL asphalt overlay, and

**WHEREAS**, the City Council has authorized the Mayor to sign this agreement, as evidenced by the Resolution of City Council, attached as Exhibit "A"; and incorporated herein by this reference.

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

**SECTION 1.** City agrees to prepare specifications, take bids, award contracts, provide the necessary inspection to insure that performance of the work is within specification requirements and maintain sufficient records to fully document locations and actual costs of work performed.

City also agrees that final inspection of the work shall be by the State and only that work which is deemed satisfactory shall be eligible for payment by the State.

City also agrees that State's share of the cost of the work shall be limited only to the actual construction cost of accepted work based on the lane responsibilities of City and State at the locations described in Section 3 herein.

**SECTION 2.** State agrees to participate in resurfacing one lane in each direction of the actual construction cost only of work approved and accepted. Construction engineering is not included in the above construction cost. The maximum monetary amount which the State will provide for their share of the actual construction costs is \$150,000.

**SECTION 3.** The specific location for which resurfacing is authorized, within the \$150,000 limit is as follows:

Eastbound Highway U.S. 30; Sycamore Street to Plum Street

(R.P. 314.85 to R.P. 316+07)

Westbound Highway U.S. 30; Clark Street to Plum Street

(R.P. 315+85 to R.P. 316.07)

**SECTION 4.** Upon completion of the work described herein, the City shall provide to the State certification that the work has been performed according to specifications and shall furnish a summary and supporting pay estimates of actual costs of work performed in the specific areas. These items shall be submitted to the Department of Roads through the District 4 Office in Grand Island.

The State agrees to make payment to the City for 95 percent of the State's share of the actual eligible construction costs within thirty (30) days after inspection and approval of the work by the State's District Engineer and the subsequent receipt of the City's billing. The final payment of the State's share will be made after the State's cost audit of City records have been made to verify actual costs.

**SECTION 5.** 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.

**SECTION 6.** 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 (3) years from the date of final payment under this agreement; City shall make such records available for inspection by State, and copies thereof shall be furnished by City to State if requested.

**SECTION 7.** Nothing said or implied to the contrary, the State's maximum share of the actual costs under this agreement shall not exceed \$150,000.



**IN WITNESS WHEREOF**, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF GRAND ISLAND**

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

\_\_\_\_\_  
Mayor

**EXECUTED** by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Wesley Wahlgren, P.E.**

\_\_\_\_\_  
District 4 Engineer

City of Grand Island  
Resurface Highway U.S. 30

- 3 -

RESOLUTION 2015-147

WHEREAS, the City of Grand Island is preparing for the Asphalt Resurfacing Project No. 2015-AC-1; and

WHEREAS, sections of 1<sup>st</sup> Street; Sycamore Street to the concrete west of Plum Street and 2<sup>nd</sup> Street; Clark Street to the concrete west of Plum Street are scheduled to be resurfaced as part of such project; and

WHEREAS, both sections of roadway are part of the State Highway system and eligible for State participation; and

WHEREAS, the State has programmed \$150,000 for their share of resurfacing one lane in each direction, which is to be applied to the actual construction cost only of work approved and accepted; and

WHEREAS, the City and State wish to enter into an agreement for such cost share.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between the City of Grand Island and Nebraska Department of Roads for the cost share of sections of 1<sup>st</sup> Street; Sycamore Street to the concrete west of Plum Street and 2<sup>nd</sup> Street; Clark Street to the concrete west of Plum Street as part of the Asphalt Resurfacing Project No. 2015-AC-1 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
June 5, 2015	☐ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-11

**#2015-148 - Approving Revision to One Year Street Improvement Plan**

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent

**Meeting:** June 9, 2015

**Subject:** Approving Revision to One Year Street Improvement Plan

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

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

## Background

Asphalt Resurfacing Project No. 2015-AC-1 consists of milling and overlaying sections of roadway that exceed the two (2) inch depth maintenance project definition. Projects that exceed this definition are required to appear on the One and Six Year Street Improvement Plan submitted to the Nebraska Board of Classifications and Standards (NBCS) prior to construction.

Public Works would like to proceed with the 2015-AC-1 project with construction taking place in 2015 (calendar year). To meet the NBCS requirements, a revision/addition to the One Year Plan must be submitted for construction projects taking place within that calendar year that were not previously listed on the One Year Plan. This will add all sections of the 2015-AC-1 project to the One Year Plan.

This addition is done by means of a Form 10 (attached) and Council Resolution submittal to the NBCS.

## Discussion

The Grand Island City Council adopted the current One and Six Year Street Improvement Plan on February 24, 2015 with Resolution 2015-60.

Revisions to the One Year Plan must be approved by Council Resolution prior to submitting to the NBCS. Any changes to the Six Year Plan will be accounted for and demonstrated on the 2016 One and Six Year Plan submittal.

## **Alternatives**

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

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

## **Recommendation**

Public Works Administration recommends that the Council approve the addition of Asphalt Resurfacing Project No. 2015-AC-1 to the 2015 One Year Street Improvement Plan.

## **Sample Motion**

Move to approve the resolution.

## Form 10 Notification of Revision of One-Year Plan

County:	City: <p style="text-align: center;">GRAND ISLAND</p>	Village:
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Reason for Revision  
 Addition of **Project No. 2015-AC-1**, Local Resurfacing, including sections of Hwy 30 (2nd St and 1st St) that will be milled three (3) inches and overlaid (3) inches. Maintenance only will be performed on the majority of the sections but there may be areas that require more than maintenance as the project moves forward, such as the Hwy 30 sections mentioned above.

Location Description: See attached project plans  
 2nd St (Hwy 30 W/B) - Clark to Conc. W of Plum; 1st St (Hwy 30 E/B) - Sycamore to Conc. W of Plum; Eddy St - 2nd to 3rd; 4th St - Broadwell to Conc. W of Plum; Sycamore St - Division to 3rd; Kimball St - Division to 1st; Cleburn St - 1st to 2nd; and Seedling Mile Rd - Cul-de-sac to East City Limits (E of Shady Bend Rd)

Project Description:  
 Mill and replace asphaltic concrete.

Existing Surface Type and Structures: *(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)*  
 Asphalt and Asphalt over concrete

Average Daily Traffic:				Classification Type: <i>(As shown on Functional Classification Map)</i>	
<b>2015</b>	varies	<b>2035</b>	varies	varies	

### PROPOSED IMPROVEMENT

Design Standard Number: Municipal		<b>Surfacing</b>			Thickness: 2" or 3"	Width: varies
<b>X</b>	Grading	Concrete		Right of Way		Lighting
	Aggregate	Curb & Gutter		Utility Adjustments		Shoulder Widen
	Armor Coat	Drainage Structures		Fencing		
<b>X</b>	Asphalt	Erosion Control		Sidewalk		
<b>Bridge to Remain in Place:</b>		Roadway Width:		Length:		Type:
<b>New Bridge:</b>		Roadway Width:		Length:		Type:
<b>Box Culvert</b>		Span:	Rise:	Length:		Type:
<b>Culvert</b>		Diameter:		Length:		Type:
<b>Bridges and Culverts Sized</b>		YES	<b>X</b>	N/A		Hydraulic Analysis Pending

Other Construction Features:

<b>ESTIMATED COST</b> <i>(in Thousands)</i> *OPTIONAL	*County:	*City:	*State:	*Federal:	*Other:	*Total:
		832	124			956

Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> varies	Project No.: <p style="text-align: center;">M(310)-635</p>
Signature:	Title: <p style="text-align: center;">Street Superintendent</p>
	Date:

RESOLUTION 2015-148

WHEREAS, the City Council approved the 2015 One and Six Year Street Improvement Plan on February 24, 2015; and

WHEREAS, construction of Asphalt Resurfacing Project No. 2015-AC-1 has been approved for the 2015 Calendar Year; and

WHEREAS, the Nebraska Board of Classifications and Standards requires a Notification of Revision of One Year Plan (Form 10) to be submitted prior to construction of projects not currently listed on the One Year Plan; and

WHEREAS, this Council has determined that the Notification of Revision of One Year Plan as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the revision to the 2015 One Year Street Improvement Program, identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☒ _____
June 5, 2015	☒ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item G-12

**#2015-149 - Approving Agreement with NDOR for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2016 Fiscal Year's Transportation Planning Program**

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



# Council Agenda Memo

**From:** Terry Brown, Assistant Public Work Director

**Meeting:** June 9, 2015

**Subject:** Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2016 Fiscal Year Transportation Planning Program

**Item #'s:** G-12

**Presenter(s):** Terry Brown, Assistant Public Works Director

## Background

All agreements must be approved by the City Council and will be acted on when agreements are received from NDOR and the Federal Transit Administration. In March 2013 the City of Grand Island was designated as an urbanized area with a population over 50,000 which require the metropolitan area to establish a transportation planning process in accordance to Title 23 CFR 450 of the current federal transportation bill. As a requirement in this process, the MPO develops annually a Unified Planning Work Program describing the work activities and funding required by GIAMPO to carry-out these mandates.

This proposed FY 2016 UPWP, is unique in that it reflects previous federal and local funds that have been acted on by Council, as well as Federal Transit Funds that are required to be identified in the MPO Policy Board documentation for the City to receive FTA Section 5307 funding. The Fiscal year for the MPO planning process is July 1, 2015 – June 30, 2016.

The Federal Highway Administration participation in the MPO transportation planning program is not to exceed \$214,305 for Fiscal Year 2016. The maximum Federal Transit Administration Section 5303 funds are \$33,305. Federal participation in both FHWA PL and FTA Section 5303 funds will be a maximum of 80% of the eligible costs. The local 20% funds would be the City's obligation to support the MPO planning process not to exceed \$ 61,903.25. Other city participation in federal funded programs identified in the UPWP includes \$ 25,000 FTA 5307 "Transit Needs Analysis Study" and \$12,500 local match under agreement BO1501.

## **Discussion**

The Grand Island Area Metropolitan Planning Organization (GIAMPO) has drawn up a Unified Planning Work Program with the City of Grand Island for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for fiscal year 2016.

The maximum Federal Highway participation under this UPWP is not to exceed \$264,305(FHWA), and \$133,307(FTA) for Fiscal Year 2016, which begins July 1, 2015 and ends June 30, 2016. The Federal share on any portion of this project will be a maximum of 80% of the eligible costs. The local 20% funds would be the City's obligation not to exceed \$ 99,403.25 and can be part of in-kind services (staff time & expenses).

The attached Exhibit "A" Grand Island Area Metropolitan Planning Organization (GIAMPO), Unified Planning Work Program describes the work to be carried out in accordance with 23 U.S.C Section 134 of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, Nebraska Department of Transportation, Federal Highway Administration, and Federal Transit Administration.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

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



# Grand Island Area Metropolitan Planning Organization (GIAMPO)

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## *FY 2016 Unified Planning Work Program*

The preparation of this document has been financed in part through funds from the Federal Highway Administration, Federal Transit Administration, the U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23 U.S. Code, and Nebraska Department of Roads. The contents of this document do not necessary reflect the official views or policy of the U.S. Department of Transportation.

*APRIL 15, 2015 – DRAFT FOR REVIEW AND COMMENTS – APPROVIAL JUNE 9,  
2015- GIAMPO POLICY BOARD*

---

**Grand Island Area Metropolitan Planning Organization (GIAMPO)  
Unified Planning Work Program for Fiscal Year 2016**

**Policy Board Members**

**Chair – Jeremy L. Jensen**

**Vice-Chair – Chuck Haase**

**Mayor:** Mayor, Jeremy L. Jensen

**Grand Island Council Members:** Vaughn Minton, Mike Paulick, Julie Hehnke, Chuck Haase

**County Board Members:** Scott Arnold, Gary Quant

**Planning Commission Chair:** Pat O'Neill

**Nebraska Department of Roads Director:** Randy Peters

**Ex-Officio (non-voting) Members include:**

**FHWA Nebraska Division Administrator:** Joseph Werning

**FTA Region VII Administrator:** Mokhtee Ahmad

**Approved Ex-Officio (non-voting) Other Members:**

**City of Grand Island:** Marlan Ferguson, John Collins, Terry Brown, Chad Nabity

**Nebraska Department of Transportation:** Brad Zumwalt, Wes Wahlgren

**Federal Transit Administration:** Mark Bechtel

**Federal Highway Administration:** Justin Luther

**Technical Committee Members**

**Chair – Chad Nabity**

**Vice Chair – Terry Brown**

**The voting membership of the TAC is as follows:**

- (a) Grand Island Public Works Director
- (b) Grand Island City Administrator
- (c) Grand Island Manager of Engineering Services
- (d) Hall County Regional Planning Director
- (e) Hall County Public Works Director
- (f) Two representatives from NDOR; one designated by the Planning and Development Engineer and the District Four Engineer
- (g) Merrick County Public Works Director or Highway Superintendent
- (h) One representative from the Village of Alda

**The Ex-Officio (non-voting) membership of the TAC is as follows:**

- (a) FHWA Nebraska Division Transportation Planner or designee
- (b) FTA Region VII Transportation Planner or designee
- (c) NDOR Local Projects Division Urban Engineer
- (d) Grand Island Finance Director
- (e) One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system operators may be added by the policy board as needed
- (f) One representative from the Grand Island Area Chamber of Commerce
- (g) One representative from the Grand Island Area Economic Development Corporation
- (h) The Board of the Central Nebraska Regional Airport may appoint one representative

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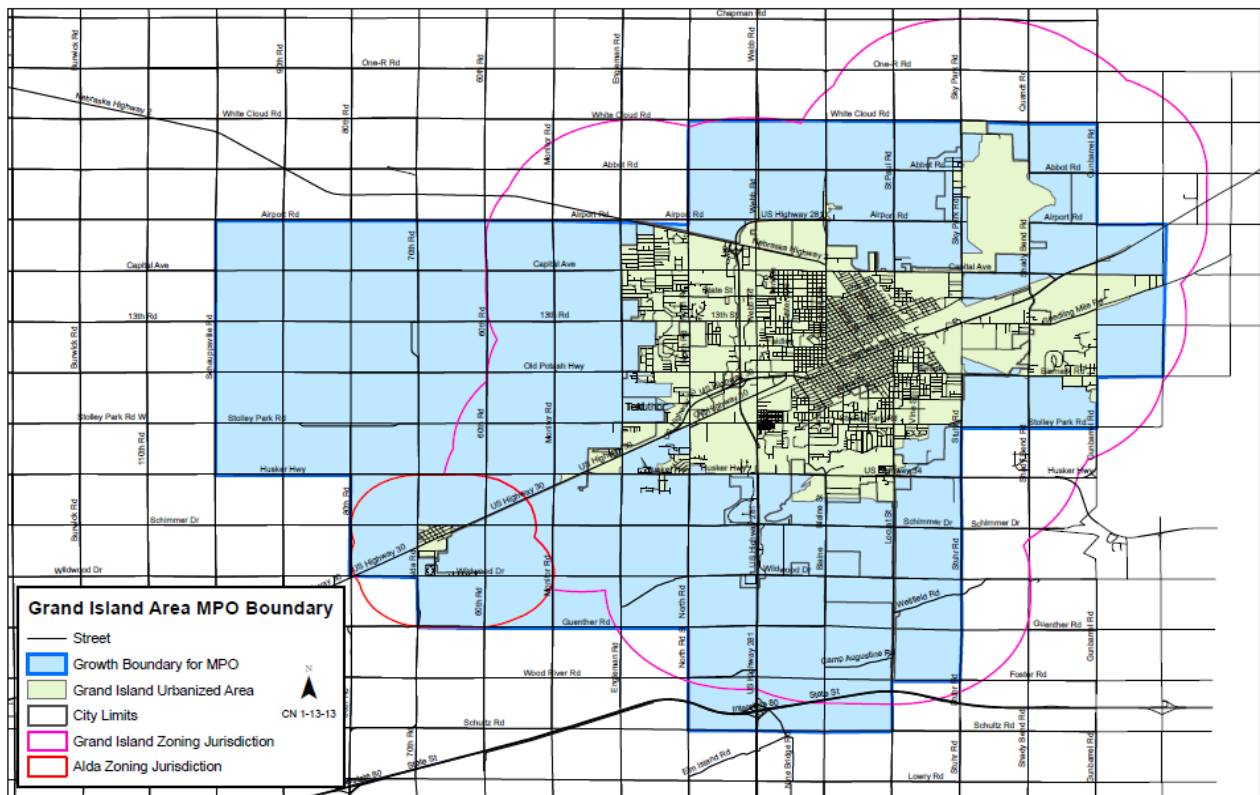
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## Grand Island Metropolitan Study Area

### Introduction

As required by 23 CFR 420 and 450.314 the Grand Island Area Metropolitan Planning Organization (GIAMPO) has prepared this Unified Planning Work Program (UPWP).

The purpose of this document is to provide the citizens of the GIAMPO and all partnering governing bodies an outline of the Metropolitan Planning Organization's planned work activities, and identify the funding for those activities for fiscal year 2016, (July 1, 2015-June 30, 2016). This document is a budget document and it may be amended by the policy board as priorities and activities change.

The primary objectives for this year are to implement the Continuing, Cooperative, and Comprehensive, (3-C) transportation process to develop a performance based Long Range Transportation Plan, Formal Public Participation Plan, goals, objectives, and performance measures in accordance to current Federal Transportation Act MAP-21, and to institute a transportation planning process that will address the needs and investments in the transportation system in order to adequately maintain the transportation system.

### These Factors Include:

The metropolitan planning process must explicitly consider and analyze, as appropriate, eight planning factors defined in MAP-21 that reflect sound planning principles and in coordination, cooperation, and continuing with stakeholders in the Grand Island Metropolitan Planning Organizations Planning Area.

- ✓ Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
- ✓ Increase the safety of the transportation system for motorized and non-motorized users;



- ✓ Increase the security of the transportation system for motorized and non-motorized users;
- ✓ Increase the accessibility and mobility options available to people and for freight;
- ✓ Protect and enhance the environment, promote energy conservation, and improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- ✓ Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- ✓ Promote efficient system management and operation; and
- ✓ Emphasize the preservation of the existing transportation system.

This input will be used to identify, plan and prioritize projects to meet the transportation needs of the area. Initial efforts will focus on the development of the Public Participation Plan, Long Range Transportation Plan, and corridor studies to improve safety and efficiency within the existing transportation system.

#### **Grand Island Area Metropolitan Planning Organization (GIAMPO)**

- ✓ The Grand Island Area Metropolitan Planning Organization (GIAMPO), is the organization of elected officials in the Grand Island urbanized area designated by the Governor to carry-out the federal mandated transportation planning process.
- ✓ GIAMPO provides the forum for local decision-making on transportation issues of a regional nature.
- ✓ The foundation for the metropolitan planning process is to promote consistency between transportation improvements and state and local planned growth and economic development patterns and the submission of transportation planning documents to the FHWA, FTA, and NDOR.
- ✓ Meaningful public involvement will be encouraged and actively sought throughout the planning and development of the area's transportation plans and programs. Area citizens will be provided an opportunity and encouraged to comment on every aspect of the transportation planning process through planning meetings, public hearings, and individual correspondence.
- ✓ GIAMPO staff will facilitate the development of all planning elements for the Metropolitan Planning Area in accordance to the current federal transportation bill.

#### **Policy Board**

The Policy Board shall establish policy and procedures for matters necessary to comply with the requirements of Title 23, United States Code, and subsequent acts. The Policy Board shall have the power and duty to prepare and adopt comprehensive transportation studies and plans to guide the unified development of the Grand Island Area Metropolitan Planning Area and to promote the general welfare and prosperity of its people in an economic and efficient manner.

#### **Technical Advisory Committee**

The MPO Technical Committee (TAC) is responsible for the administration of the (3-C) Transportation Planning Process, providing data, technical assistance, and recommendations to the Policy Board for matters necessary to comply with the requirements of Title 23, United States Code, and Subsequent acts. Responsibilities Include but are not limited to:

- ✓ Advising the Policy Board on comprehensive transportation studies and plans to help guide the unified development of the Grand Island Area Metropolitan Planning Area to promote the general welfare and prosperity of its people in an economic and efficient manner.
- ✓ Examining and recommending projects concerning the development of a safe, efficient, and coordinated multimodal transportation network.

- ✓ Annually prepare and recommend, at a minimum, a five-year MPO Transportation Improvement Program (TIP) and shall review the allocation of all federal-aid funds to eligible projects within each Annual Element of the TIP for financial constraint.
- ✓ Annually review the MPO Long-Range Transportation Plan (LRTP) and recommend updates as necessary. The LRTP shall be updated at a minimum every five years.
- ✓ Annually prepare and recommend an MPO Unified Planning Work Program (UPWP) detailing projected work activities and a proposed budget for implementation.
- ✓ Prepare and recommend a MPO Public Participation Process (PPP) that outlines the promotion and utilization of public involvement, to be reviewed annually and updated as necessary.

**Staff**

The GIAMPO professional staff will be available to aid local officials and concerned citizens in implementing transportation and various community improvement programs in an overall effort to enhance the area. Staff members encourage and assist local leaders in several programs, with strong emphasis on the benefits of regional cooperation and coordination. Currently, the GIAMPO staff involved with transportation planning consists of a Metropolitan Planning Organization Program Manager supported by the Director of Public Works/City Engineer and the Manager of Engineering Services in conjunction with the Director of the Hall County Regional Planning Department, and various administrative staff.

**Staff Time Estimates**

Staff (equivalent staff time) Estimated	Staff Months
Professional Staff (MPO Program Manager) - Direct	11.5
Administrative Staff	1

**FY 2016 SIGNIFICANT PLANNED ACTIVITES**

Adoption of the FIRST Grand Island Area Metropolitan Planning Organization’s Performance Based Long Range Transportation Plan.

Adoption of the FIRST Transportation Improvement Program for the GIAMPO Planning Area.

Transit Needs Assessment and Identification of various social services agencies.

**GIAMPO Areas of Planning Emphasizes**

**MAP-21 Implementation** – In 2015, the Grand Island Area Metropolitan Planning Organization will be developing their initial Long Range Transportation Plan. This plan will be performance based which will include performance measures, setting targets, reporting performance, and programming transportation investments directed toward the achievement of the established system performance outcomes as outlined in MAP-21.

**Regional Models of Cooperation** - As the goals are established for the GIAMPO Planning Process and Plan, goals will be established to *“Ensure a Regional Approach to Transportation Planning by Promoting Cooperation and Coordination”* for an effective and coordinated approach to transportation decision-making supporting common goals and capitalizing on opportunities related to project delivery, congestion management, safety, freight, livability, and commerce.



**Ladders of Opportunity (Access to Essential Services)**- During FY 2015, into FY 2016 the MPO in cooperation with the City of Grand Island will be contracting outside services to develop a “Transit Needs Analysis”. This study will address transportation connectivity gaps in accessing essential services and the needs of the community for alternative modes of transportation. These essential services include employment, Health Care, Schools/Education, and recreation.

## **MPO FY 2016 Work Elements**

### **Element A - Unified Planning Work Program (UPWP)**

**Purpose:** Develop and maintain the UPWP and budget including the following activities.

**Previous Work:**

Approved FY 2015 UPWP

**Activities:**

- Draft, finalize and adopt the 2017 UPWP and Budget by July 1, 2016
- Maintain the 2016 UPWP and Budget through UPWP Amendments, as necessary
- Maintain the annual FHWA PL grant contract and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities

**End Products:**

- Annual “DRAFT” FY 2017 UPWP submitted to NDOR prior April 15, 2016
- Amendments and Administration Modifications as needed

<b><u>Budget</u></b>	<b><u>Total Costs</u></b>	<b><u>Schedule</u></b>
2016 UPWP and Budget Amendments	\$ 3,684	Ongoing
“DRAFT” UPWP	\$ 4,612	April 15 <sup>th</sup> , 2016
2017 Approved UPWP	\$ 895	July 1, 2016
<b>Total Budget</b>	<b>\$ 9,191</b>	

### **Element B - Transportation Improvement Program (TIP)**

**Previous Work:**

No work required prior to the adoption of the MPO’s Long Range Transportation Plan.

**Purpose:**

This element is to develop, maintain and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects. It also addresses TITLE VI assurances and Environmental Justice with its development and amendments to the approved TIP.

**Activities:**

- Meet with stakeholders, decision makers, and citizens concerning the Transportation Improvement Program (TIP) process and the TIP Program, when needed. This includes presentations of Grand Island’s one and six year road plans.
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation.
- Annual posting of federally funded projects for the previous fiscal year, including the status of every project in the first year of the previous TIP.
- Draft an initial TIP Policy.

**End Products:**

- Approved 5-year Transportation Improvement Program by March 27, 2016
- Amendments to the current approved Transportation Improvement Program (if necessary)
- Annual Posting of projects and status of year 1 of the previous TIP on GIAMPO’s website
- Project Priority and Selection Policy for GIAMPO

<b>Budget</b>	<b>Costs</b>	<b>Schedule</b>
Approved 5-year Transportation Improvement Prog.	\$4,500	3 <sup>rd</sup> Quarter
Federal/State Funds Expended Prior Year Publication	\$2,500	1 <sup>st</sup> Quarter
TIP Policy/Selection Process	\$5,513	3 <sup>rd</sup> Quarter
Present Grand Island’s 1 and 6 Year Road Plan	<u>\$2,752</u>	
<b>Total Budget</b>	<b>\$15,265</b>	

**Element C – Public Participation Plan (PPP)**

**Purpose:**

The initial PPP was developed as a task in the development of the LRTP, the foundation of the PPP is too enhance and encourage participation of stakeholders, decision makers, and citizens in the transportation planning process. Special efforts will focus on persons and groups that are typically under-represented in transportation planning or with special transportation needs, including, low-income, minority, elderly, and disabled populations.

**Previous Work:**

- A web page was developed for the Grand Island Area Metropolitan Planning Organization where meeting agendas and minutes are posted. Meeting notices are advertised in accordance with the City of Grand Island’s open meeting policy.

**Activities:**

Opportunities for public participation will be offered at all future GIAMPO Policy Board meetings and TAC meetings on published agenda items.

- Continuing education about the MPO and the purpose of the MPO. This will be done with media interviews, GITV, and public speaking engagements with civic groups.
- The GIAMPO website will be maintained for meeting notices and information regarding transportation planning activities that affect the region.
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities.
- Three(3) Stakeholders Workshops for the Long Range Transportation Plan

**End Product**

- Approved Public Participation Plan

<b>Budget</b>	<b>Costs</b>	<b>Schedule</b>
Title VI Mitigation/Assessment	\$ 1,500	Ongoing
Public Participation Plan	\$ 7,927	1 <sup>st</sup> Qtr
Web Site Development/Maintenance	\$ 5,500	Ongoing
Civic Group Speaking/Plan development Activities	\$ 3,224	Ongoing
Media Interviews	\$ 1,200	Ongoing
GITV Programing	<u>\$ 500</u>	Ongoing
<b>Total Budget</b>	<b>\$19,851</b>	

**Element D – Short Range Planning Activities**

**Purpose:**

To identify short range transportation needs and problems, present alternative solutions and evaluation criteria assisting policy makers in development and adoption of plans and programs that optimize efficient management of the existing transportation system. Other activities include activities that such as the review and maintenance of the Highway Function Classification System, assisting the Nebraska Department of Roads in Highway Performance Management System data collection and implementation of identified performance measures system-wide.

**Previous Work:**

This is a new planning work element for the MPO and is anticipated to be an on-going activity in future Unified Planning Work Programs.

**Activities:**

- Review and maintenance of the Highway Function Classification System
- Assisting the Nebraska Department of Roads in Highway Performance Management System data collection
- Implementation and review of identified performance measures
- Addressing local concerns that have been identified through the (3-C) transportation planning process
- Development of a process to identify areas where low cost safety counter measures can be implemented Identification and development of traffic engineering improvements and begin integrating safety conscious planning to address vehicle crashes and general operations of the transportation system that are identified through system wide analysis or through complaints and concerns of citizens and elected officials.
- Evaluation of travel simulation/intersection capacity software(ie. Sycro, HCM)

**Budget**

	<b>Costs</b>	<b>Schedule</b>
Development of processes for activities	\$ <u>6,747</u>	On-going
<b>Total Budget</b>	<b>\$ 6,747</b>	

## **Element E– Long-Range Transportation Plan (LRTP)**

### **Purpose:**

The LRTP includes long-range and short-range strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. It will be developed with regards to the intent and requirements of the Moving Ahead for Progress in the 21st Century Act (MAP-21) passed in July 2012 and guidance by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Nebraska Department of Roads (NDOR). The consultant and MPO Program Manager shall coordinate development and completion of all activities with respective stakeholders.

### **Previous Work:**

A Request-For-Proposal for Professional Services to perform the development of the Long Range Transportation Plan was developed. Consultant selection process, and signed agreements were put in place the fourth quarter of FY 2014.

Consultant selection was made and the development of the LRTP began March 2015, including a travel demand model.

Work on the development of the LRTP began in the 3<sup>rd</sup> quarter of FY 2015 with completion scheduled for March 27, 2016.

### **Activities:**

- Develop performance goals, objectives, and measures for approval
- Develop and calibrate of a Travel Demand Model that combines GIS and transportation modeling capabilities in a single integrated platform.
- Development of a performance based LRTP with a 2040-year horizon by March 27, 2016 Performance Measures and Priority Selection
- Goals and Objectives
- Existing Conditions
- Demographic Analysis
- Future IV's (Population, Land Use, Employment)
- Bike/Freight/Transit/Air/Rail
- ITS Goals
- Financial Projections
- Base and Forecasted E&C network projections

### **End Products:**

- Approved Performance Goals, Objectives, and Measures
- Validated Travel Demand Model
- Forecasted Independent Variables
- Financial Projections for LRP
- E&C Network E&C LOS Identified
- Approved 2040 Performance Based LRTP

<b>Budget Activities</b>	<b>Costs</b>	<b>Schedule</b>
<b>QA/QC – Assisting Consultants</b>	<b>\$38,994</b>	<b>March 2016</b>
<b>Professional Services-Model/LRTP Development</b>	<b>\$ 135,119</b>	
<b>Professional Services-LRTP Development – FY2015 Carry-Over</b>	<b>\$ 62,500</b>	
<b>Total Costs</b>	<b>\$ 236,613</b>	

## **Element F – Transit Planning**

### **Previous Work:**

Preliminary discussions and the development of a MOA for Hall County to continue providing transit and para-transit services within the study area.

Development of a RFP for consulting services to perform a Transit Needs Analysis Study to identify Transit Needs and “Ladders of Opportunity”, and how best to address those needs within the MPO Study Area.

### **Purpose:**

In 2012, the City of Grand Island became the designated recipient to receive the FTA 5307(Urban) transit funds. In 2013, the City and Hall County entered into an interlocal agreement for Hall County Transportation to continue to operate services using unexpended FTA 5311(Rural) funds during a transitional period. During FY 2016 the MPO will work with the City of Grand Island and Hall County to develop and finalize a transitional plan for transit services in the City of Grand Island and Hall County. The plan must at a minimum provide a level of service for transit customers consistent with the level of service that has been offered by Hall County Transportation. The transitional plan will also take into account, possible additional services based on funding and identified needs of the community.

### **Activity:**

A Transit Needs Analysis Plan and recommendations for Transit Alternatives in Grand Island Urban Area

### **End Product:**

- Development of a Transition Plan and recommendations with timelines, expected funding and procurement policies.

<b>Budget</b>	<b>Costs</b>	<b>Schedule</b>
General Framework and Transit Planning	\$16,634	
<b>Transit Needs Analysis Study – Outside Consultant</b>	<b><u>\$25,000</u></b>	<b>2<sup>rd</sup> Quarter</b>
<b>Total Budget</b>	<b>\$41,634</b>	

## **Element F – Administration/Systems Management (ASM)**

### **Purpose:**

The General administration of the transportation planning program for the Grand Island Area Metropolitan Planning Organization.

### **Previous Work:**

- Adopted By-Laws for the Technical Advisory Committee on March 25, 2014
- Adopted By-Laws for the Policy Committee in July 23, 2013, and amended September 17, 2013
- Hired the Metropolitan Planning Manager on February 28, 2014
- Set meeting schedules for the Policy Board and TAC
- Developing the FY 2016 UPWP
- Created of the GIAMPO web page
- Established reporting and invoicing practices for transportation planning program
- Provided for office and office equipment for the MPO Staff including computers, printers, furniture, phone and other necessary tools

**Activities:**

- Compile and submit quarterly reimbursement reports to NDOR
- Compile and submit quarterly progress reports to NDOR
- Manage the GIAMPO Funding Streams
- Track the status of UPWP budget and activities

**End Product:**

- General Administration of the established 3-C Transportation Planning Process for the Grand Island Area Transportation Study.
- FY 2016 Quarterly Reimbursement Requests and Quarterly Activities Reports

<b>Budget</b>	<b>Costs</b>	<b>Schedule</b>
<b>Direct</b>		
Prepare Meetings for Policy Board and TAC	\$7,100	Ongoing
Meeting Minutes and other Documentation	\$4,430	Ongoing
Administration of Program/Reporting Documentation	\$5,876	Ongoing
Manage Funding Streams and Budget	<u>\$5,917</u>	Ongoing
	\$23,323	
<b>Other Direct</b>		
Office Supplies, Phone, Advertisement, Misc.	\$ 1,590	Ongoing
Travel Simulation Software – See Element D	\$12,000	Ongoing
Software Maintenance – TransCAD	\$ 1,200	Ongoing
Training/Conferences/Travel	\$ 5,500	Ongoing
	\$ 23,290	
<b>Admin. Total</b>	<b>\$46,613</b>	

**Budget**

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$372.015**, during fiscal year 2016. Based on the formula funding for MPOs in Nebraska, in FY 2016 GIAMPO is eligible for up to \$214,305 Federal Highway Planning funds, and \$33,307 Federal Transit Section 5303 funds for staffing and other expenses. In addition, funds were made available for the Development of the Performance Based Long Range Transportation Plan in FY 2015 from the Federal Highway Administration SPR program with an anticipated budgeted carry-over of \$62,500 into FY 2016. The City of Grand Island, by agreement provides at least a 20% match (including but not limited to staff time, office space, and web hosting and financial services) toward GIAMPO's transportation planning activities.

**Grand Island Area Metropolitan Planning Organization**

**DISTRIBUTION OF COSTS BY WORK ELEMENT**

FY 2016 "Preliminary UPWP"

FY 2016 FEDERAL HIGHWAY ADMINISTRATION (FHWA) PL - PROGRAM COSTS

July 1, 2015 - June 30, 2016

Project Number - TBA , Control Number - TBA Agreement TBA

Category	Cost Category	Hours	Total	NE Federal	Grand Island	Total
				0.80	0.20	100
<b>UPWP</b>						
	Direct Labor		6,337.60	5,070.08	1,267.52	6,337.60
	Fringe/Indirect		2,353.78	1,883.03	470.76	2,353.78
	Other Direct		500.00	400.00	100.00	500.00
☐	<b>Total Unified Planning Work Program</b>		<b>\$9,191.38</b>	<b>\$7,353.11</b>	<b>\$1,838.28</b>	<b>\$9,191.38</b>
<b>TIP</b>						
	Direct Labor		9,308.35	7,446.68	1,861.67	9,308.35
	Fringe/Indirect		3,457.12	2,765.70	691.42	3,457.12
	Other Direct		2,500.00	2,000.00	500.00	2,500.00
☐	<b>Total Transportation Improvement Program</b>		<b>\$15,265.47</b>	<b>\$12,212.38</b>	<b>\$3,053.09</b>	<b>\$15,265.47</b>
<b>PPP-Public Participation</b>						
	Direct Labor		12,431.10	9,944.88	2,486.22	12,431.10
	Fringe/Indirect		4,616.91	3,693.53	923.38	4,616.91
	Other Direct		2,802.50	2,242.00	560.50	2,802.50
	<b>Total Public Participation</b>		<b>\$19,850.51</b>	<b>\$15,880.41</b>	<b>\$3,970.10</b>	<b>\$19,850.51</b>
<b>Short Range Studies/Data Development/Maintenance</b>						
	Direct Labor		4,555.15	3,644.12	911.03	4,555.15
	Fringe/Indirect		1,691.78	1,353.43	338.36	1,691.78
	Other Direct		500.00	400.00	100.00	500.00
☐	<b>Total Short Range Studies/Data Maintenance</b>		<b>\$6,746.93</b>	<b>\$5,397.55</b>	<b>\$1,349.39</b>	<b>\$6,746.93</b>
<b>Long Range Transportation Plan/Travel Demand Model</b>						
	Direct Labor		25,152.35	20,121.88	5,030.47	25,152.35
	Fringe/Indirect		9,341.58	7,473.27	1,868.32	9,341.58
	Other Direct		4,500.00	3,600.00	900.00	4,500.00
	<b>Outside Services (Development of LRTP)</b>					
	<b>Append to Agreement FY 14 PL Funds - BO1501</b>		<b>135,118.75</b>	<b>108,095.00</b>	<b>27,023.75</b>	<b>135,118.75</b>
	<b>FY 2015 Agreement BO1501 SPR Carry-Over</b>		<b>62,500.00</b>	<b>50,000.00</b>	<b>12,500.00</b>	<b>62,500.00</b>
☐	<b>Total Long Range Transportation Plan/Travel Demand Model</b>		<b>\$236,612.68</b>	<b>\$189,290.15</b>	<b>\$47,322.54</b>	<b>\$236,612.68</b>
<b>Transit Planning</b>						
	Direct Labor		11,435.20	10,200.00	2,550.00	12,750.00
	Fridge/Indirect		4,249.03	3,399.23	849.81	4,249.03
	<b>Outside Consulting Services</b>		<b>25,000.00</b>	<b>20,000.00</b>	<b>5,000.00</b>	<b>25,000.00</b>
	Other Direct		950.48	760.38	190.10	950.48
	<b>Total Cost Transit Planning</b>		<b>\$41,634.71</b>	<b>\$33,307.77</b>	<b>\$8,326.94</b>	<b>\$41,634.71</b>
<b>Administration/System Management</b>						
	Direct Labor - Prog.Man.		13,071.30	10,457.04	2,614.26	13,071.30
	Fringe/Indirect - Program Manager		4,854.68	3,883.74	970.94	4,854.68
	Direct Labor - Administrative Support		3,899.20	3,119.36	779.84	3,899.20
	Fringe/Indirect - Administrative Support		1,497.60	1,198.08	299.52	1,497.60
<b>Other Direct</b>	Office Supplies, Phone, Misc.		4,590.69	3,672.55	918.14	4,590.69
	Travel Simulation Software - TBD (See		12,000.00	9,600.00	2,400.00	12,000.00
	Software Maintenance TransCAD		1,200.00	960.00	240.00	1,200.00
	Training/Conferences		5,500.00	4,400.00	1,100.00	5,500.00
☐	<b>Total Administration/System Management</b>		<b>\$46,613.47</b>	<b>\$37,290.78</b>	<b>\$9,322.69</b>	<b>\$46,613.47</b>
<b>FHWA 2016</b>	Direct Labor FHWA		70,855.9	56,684.68	14,171.17	74,755.05
	Fringe/Indirect FHWA		27,813.46	22,250.77	5,562.69	27,813.46
	<b>Outside Services (LRTP) Append Agreement BO1501</b>		<b>135,118.75</b>	<b>108,095.00</b>	<b>27,023.75</b>	<b>135,118.75</b>
	Other Direct		34,093.19	27,274.55	6,818.64	34,093.19
	<b>Total FY 2016 FHWA UPWP</b>		<b>267,881.25</b>	<b>214,305.00</b>	<b>53,576.25</b>	<b>271,780.45</b>
	<b>Total FY 2015 SPR Agreement BO1501 Carry-Over</b>		<b>62,500.00</b>	<b>50,000.00</b>	<b>12,500.00</b>	<b>62,500.00</b>

<b>Total FHWA UPWP</b>		<b>\$330,381.25</b>	<b>\$264,305.00</b>	<b>\$66,076.25</b>	<b>\$330,381.25</b>
<b>FTA 2016</b>	Direct Labor FTA	11,435.20	9,148.16	2,287.04	11,435.20
	Fringe/Indirect FTA	4,249.03	3,399.23	849.81	4,249.03
	<b>Outside Services "Transit Needs Analysis"</b>	<b>25,000.00</b>	<b>20,000.00</b>	<b>5,000.00</b>	<b>25,000.00</b>
	Other Direct	950.48	760.38	190.10	950.48
<b>Total FTA FY 2016 Section 5303</b>		<b>\$41,633.75</b>	<b>\$33,307.77</b>	<b>\$8,326.94</b>	<b>\$41,634.71</b>

**NOTES:**

<b>Total Highway Planning Federal Highway Planning - FHWA</b>	<b>\$264,305.00</b>
<b>Total Transit Federal Transit Administration</b>	<b>\$33,307.00</b>
<b>Total Local Match</b>	<b><u>\$74,403.00</u></b>
	<b>\$372,015.00</b>

"DRAFT" – Submitted April 2015

DRAFT



RESOLUTION 2015-149

WHEREAS, the Grand Island Area Metropolitan Planning Organization (GIAMPO) in cooperation with the Nebraska Department of Roads has prepared a Unified Planning Work Program (UPWP) for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2016; and

WHEREAS, the maximum Federal Highway Administration participation under this UPWP is not to exceed \$330,381.15 for Fiscal Year 2016, which begins July 1, 2015 and ends June 30, 2016; and

WHEREAS, the maximum Federal Transit Administration participation under this UPWP is not to exceed \$133,307 for Fiscal Year 2016, which begins July 1, 2015 and ends June 30, 2016; and

WHEREAS, the Federal share on any portion of this project will be a maximum of 80% of the eligible costs; and

WHEREAS, the local 20% funds would be the City's obligation not to exceed \$99,403.25 and can be part of in-kind services (staff time & expense); and

WHEREAS, the total cost is expected to be \$497,015.25.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City's obligation not to exceed \$99,403.25 for the Grand Island Metropolitan Planning Area for Fiscal Year 2016 is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☒ _____
June 5, 2015	☒ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item I-1

**#2015-150 - Consideration of Approving Redevelopment Plan for Husker Highway Redevelopment Area 17 located at the Southwest Corner of U.S. Highway 281 and Husker Highway (Chief Industries)**

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

Staff Contact: Chad Nabity

RESOLUTION 2015-150

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Chief Industries, Inc., has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 17; and

WHEREAS, Hanna:Keelan Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, Chief presented such study to the Grand Island City Council on April 14, 2015 and

WHEREAS, on April 14, 2015 the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its May 6, 2015 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on June 9, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 17 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☒ _____
June 5, 2015	☒ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item I-2

**#2015-151 - Consideration of FTE Amendment for the Wastewater  
Division of the Public Works Department**

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

# Council Agenda Memo

**From:** Marvin Strong PE, Wastewater Treatment Plant Engineer

**Meeting:** June 9, 2015

**Subject:** Consideration of FTE Amendment for the Wastewater Division of the Public Works Department

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

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

## Background

With the current updates taking place throughout the Wastewater Division the need for maintenance work will greatly be diminished. The Headworks project consists of new equipment and the North Interceptor will reduce the number of lift stations by a minimum of four (4) and possibly up to ten (10), therefore reducing the workload for maintenance within Wastewater.

To ensure the Wastewater Division maintains a high level of regulation compliance an additional Laboratory Technician is being requested.

## Discussion

The Wastewater Plant Engineer reviews staffing levels and skill sets at periodic intervals and is recommending two (2) changes to meet Wastewater's current and projected needs. At this time we are proposing the addition of a Laboratory Technician (\$39,152.36-\$55,091.40) and the elimination of a vacant Maintenance Mechanic II (\$41,497.56-\$58,391.32). There will be no net change in the number of Wastewater FTEs, and the City would be better able to meet its wastewater obligations.

The Maintenance Mechanics spent a disproportionate amount of time keeping the old pumps, old mechanically cleaned bar screens and old grit equipment at the Wastewater Treatment Plant, which were beyond their useful life expectancy, operating properly. The old mechanically cleaned bar screen and old grit equipment also negatively impacted the new aeration system. The Headworks project will be complete in a few weeks and will require substantially less maintenance, reducing the need for staff.

The permitting requirements and complexity of treatment is continually growing, increasing the need for testing and training. The requested Laboratory Technician will assist with compliance of chloride limits in the new NPDES permit, additional sampling of industrial customers, development of a Fats, Oil and Grease (FOG) Program, resolving issues resulting from the Nebraska Safety Council Inspection, training, Hydrogen Sulfide monitoring and providing better coverage for the lab.

An FTE Amendment is needed to approve the changes in the 2014/2015 budget FTE schedule.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve amending the City's current FTE schedule to reflect the addition of one (1) Laboratory Technician as well as the elimination of one (1) Maintenance Mechanic II for the Wastewater Division of the Public Works Department.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2015-151

WHEREAS, the City approves the FTE's for each department as part of the budget process; and

WHEREAS, an amendment is required to allow changes to be made to the FTE schedule; and

WHEREAS, the Wastewater Division of the Public Works Department has requested a reclassification of a position which will result in the deletion of one (1) FTE Maintenance Mechanic II and the addition of one (1) FTE Laboratory Technician; and

WHEREAS, the FTE adjustment will result in a net zero change to the number of FTEs in the Wastewater Division of the Public Works Department; and

WHEREAS, an amendment to the Wastewater Division Personnel FTE Budget Allocation is necessary to allow for the elimination of one (1) Maintenance Mechanic II and the addition of one (1) Laboratory Technician.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that amending the Wastewater Division Personnel FTE Budget Allocation is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☒ _____
June 5, 2015	☒ City Attorney



# City of Grand Island

Tuesday, June 9, 2015

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of May 27, 2015 through June 9, 2015**

*The Claims for the period of May 27, 2015 through June 9, 2015 for a total amount of \$3,424,324.98. A MOTION is in order.*

Staff Contact: William Clingman