

---

# City of Grand Island



**Tuesday, December 8, 2015**  
**Council Session Packet**

---

**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**

---

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

## **Call to Order**

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

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

---

## **Invocation - Monte Galvan**

## **Pledge of Allegiance**

## **Roll Call**

---

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

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

---

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

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



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item C-1

### Jefferson Elementary School to Sing Christmas Carols

*Jefferson Elementary School students will be present to sing Christmas Carols to kick off the 2015 Christmas season.*

Staff Contact: Mayor Jeremy Jensen



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item -1

### Election of City Council President

*The City Council is required to elect one Councilmember to the office of Council President. The term is for a one-year period. The Council President automatically assumes the duties of the Mayor in the event that the Mayor is absent or otherwise unable to fulfill his/her duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk will prepare, distribute, and count ballots. Nominations to fill the vacancy are in order. A second is not required on nominations.*

Staff Contact: Mayor Jeremy Jensen



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item F-1

**#9567 - Consideration of Vacation of the Remaining Portion of Washington Street; Between 4th Street and North Front Street**

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

# **Council Agenda Memo**

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

**Meeting:** December 8, 2015

**Subject:** Consideration of Vacation of the Remaining Portion of Washington Street; Between 4<sup>th</sup> Street and North Front Street

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

## **Background**

The Grand Island Utility Department acquired the property addressed as 1203 N Washington Street, which is just west of the Line Department facility. A request was made and granted, through City Council approval of Ordinance No. 9565, to vacate a portion of Washington Street between 4<sup>th</sup> Street and North Front Street. A sketch is attached to detail such vacation. The southwest end of Washington Street was not vacated with this request so as to allow access for the property owner of 1204 & 1206 W North Front Street.

## **Discussion**

The property owner on the southwest corner of Washington Street at North Front Street has requested vacation of the remainder of Washington Street, between 4<sup>th</sup> Street and 5<sup>th</sup> Street. A sketch is attached to detail the proposed vacation.

## **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 vacating the remainder of Washington Street; between 4<sup>th</sup> Street and North Front Street as requested.

## **Sample Motion**

Move to approve the ordinance.

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

ORDINANCE NO. 9567

An ordinance to vacate a portion of an existing right of way and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That a portion of an existing right of way of Washington Street, more particularly described as follows:

Beginning at the Southeast corner of Lot Eight (8), Block Three (3), Arnold & Abbott's Addition to the City of Grand Island, Hall County, Nebraska, said point also being on the northerly right-of-way line of North Front Street and the actual point of beginning; thence northerly on the easterly line of said Lot Eight (8), Block Three (3) of Arnold & Abbott's Addition a distance of seventy-four (74.0) feet; thence easterly and parallel with the northerly right-of-way line of said North Front Street a distance of forty (40.0) feet; thence southerly and parallel with the easterly line of said Lot Eight (8), Block Three (3), Arnold & Abbott's Addition a distance of seventy-four (74.0) feet to a point on the northerly right-of-way line of said North Front Street; thence westerly on said northerly right-of-way line of said North Front Street a distance of forty (40.0) feet to said point of beginning.

SECTION 2. The title to the property vacated by Section 1 of this Ordinance shall revert to the abutting properties.

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

Approved as to Form    ☐ \_\_\_\_\_  
December 4, 2015       ☐ City Attorney



ORDINANCE NO. 9567 (Cont.)

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the plate, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 8, 2015.

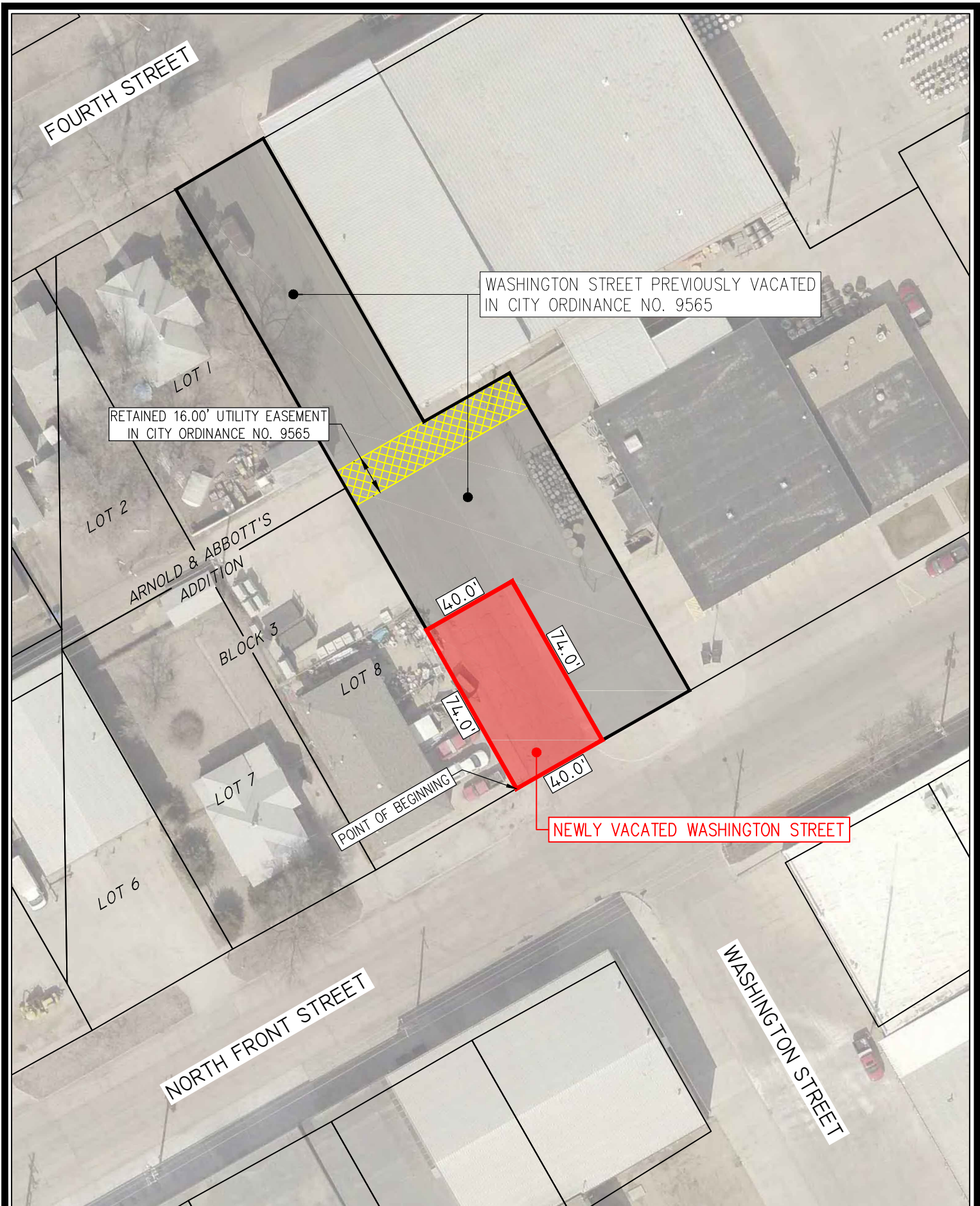
---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



WASHINGTON STREET PREVIOUSLY VACATED  
IN CITY ORDINANCE NO. 9565

RETAINED 16.00' UTILITY EASEMENT  
IN CITY ORDINANCE NO. 9565

NEWLY VACATED WASHINGTON STREET



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item F-2

### **#9568 - Consideration of Administrative Fees for Individual Fire Pension Accounts**

Staff Contact: Robert J. Sivick, William Clingman

# Council Agenda Memo

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

**Meeting:** December 8, 2015

**Subject:** Administrative Fees for Individual Fire Pension Accounts

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

## Background

In 1983 the Nebraska Legislature passed LB531 which included laws governing pensions for firefighters employed by Cities of the First Class. These laws are codified in Article 10(b) of Chapter 16, §§16-1020 - 1042 of the Nebraska Revised Statutes.

In 1992 and 1993 the Legislature passed LB672 and LB724 respectively which amended Neb. Rev. Stat. §16-1034. That statute as amended and as it presently exists reads,

*A retirement committee shall be established to supervise the general operation of the retirement system. The governing body of that city shall be responsible for the general administration of such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee. All costs incurred with regard to the administration of the retirement system shall be paid by the city from the unallocated employer account as provided in section 16-1036.01.*

*The city and retirement committee shall have all powers which are necessary for or appropriate to establishing, maintaining, managing, and administering the retirement system. Whenever sections 16-1020 to 16-1042 fail to address the allocation of duties or powers in the administration of the retirement system, such powers or duties shall be vested in the city unless such powers or duties have been delegated by ordinance to the retirement committee.*

(Emphasis added)

Additionally, the passage of LB672 in 1992 created Neb. Rev. Stat. §16-1036.01 which reads,

*The city and the retirement committee shall develop a schedule of investment costs relating to the investment of the funds in each of the accounts in the Firefighters Retirement System Fund, which costs shall be paid out of the funds in such*

***accounts or assessed the firefighters as provided in such schedule. The schedule of investment costs shall provide for the allocation of the administrative or record-keeping costs of the various investment options available to the members of the retirement system and shall assess such costs so that each member pays a fair proportion of the costs based upon his or her choice of options and number of transfers among options. All other costs related to the general operation of the retirement system established pursuant to sections 16-1020 to 16-1038 and not allocated or assessed pursuant to the schedule of investment costs shall be considered administrative costs and shall be paid by the city from the unallocated employer account.***

(Emphasis added)

A search of City of Grand Island (City) records indicates the Grand Island City Council (Council) as the governing body of the City never delegated any permanent authority pursuant to Neb. Rev. Stat. §16-1034 to the Fire Pension Committee. Additionally, after passage of LB672 in 1992, the Council did not develop a “schedule of investment costs” or delegated authority to the Fire Pension Committee to do so pursuant to Neb. Rev. Stat. §16-1036.01.

The City Attorney serves as legal counsel for the City, all City officials, and City created boards and committees including the Fire Pension Committee. In recent weeks Grand Island Fire Department Shift Commander Scott Kuehl, in his capacity as Chairperson of the Fire Pension Committee, requested a formal opinion from the City Attorney with regard to administrative fees for individual Fire Pension accounts. That opinion (2015-05) is included in the materials for your consideration. The City Attorney concluded the Council must enact an Ordinance setting forth a schedule of investment costs to be assessed to individual firefighters or those costs will have to be paid from the City’s unallocated employer account.

## **Discussion**

Based on Neb. Rev. Stat. §16-1036.01 and City Attorney Opinion 2015-05 if the Council does not develop a schedule of investment costs for individual Fire Pension accounts those costs must be paid from the City’s unallocated employer account. The approval of Ordinance No. 9568 allows the Council to develop a schedule of investment costs.

## **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 recommends the approval of Ordinance 9568.

## **Sample Motion**

Move to approve Ordinance 9568.

OPINION OF THE GRAND ISLAND CITY ATTORNEY (2015-05)

TO: Shift Commander Scott Kuehl, Grand Island Fire Department  
Investigator Mike Nelson, Grand Island Police Department  
Marlan V. Ferguson, Grand Island City Administrator  
William Clingman, Interim Finance Director  
Aaron Schmid, Human Resources Director  
FROM: Robert J. Sivick, Grand Island City Attorney  
RE: Administrative Fees for Public Safety Pension Plans  
DATE: November 23, 2015

Shift Commander Scott Kuehl, in his capacity as Chairperson of the Firefighters Pension Committee, requested my opinion as to who is responsible for the payment of administrative fees for the Firefighter Pension Plan. Since this issue is also applicable to the Police Pension Plan I distributed this opinion to Investigator Mike Nelson who is the Chairperson of the Police Pension Committee. This document constitutes my opinion.

I. BACKGROUND

The laws governing pensions for Police Officers and Firefighters employed by Cities of the First Class are contained in Article 10 of Chapter 16 of the Nebraska Revised Statutes and codified at Neb. Rev. Stat. §§16-1001 - 1019 (Police) and §§16-1020 - 1042 (Fire). Although the laws governing police and fire pensions are similar they differ enough making it necessary I address each separately in this opinion.

II. POLICE PENSIONS

The City of Grand Island allows individual police officers to control a portion of their retirement investments as dictated by State law. The investment itself is administered or managed by a contracted funding agent (presently Wells Fargo) and administrative fees arising from that management are incurred. Neb. Rev. Stat. §16-1004(3) states in part,

*The **expenses incurred by the retirement system** when a police officer directs the investment of all or a portion of his or her individual investment account **shall be charged against the police officer's retirement account** and shall reduce the police officer's retirement value.*  
(Emphasis mine)

I believe the Legislature intended the phrase "expenses incurred by the retirement system" to include administrative expenses. The Legislature clearly dictates those expenses related to individual accounts, which is most if not all such expenses, be deducted from those individual accounts. I note this is the generally accepted procedure for all defined contribution retirement plans.

III. FIRE PENSIONS

The statutes governing the administrative costs related to fire pensions are different from those governing police pensions. Neb. Rev. Stat. §16-1034 states,

*A retirement committee shall be established to supervise the general operation of the retirement system. **The governing body of the city shall be responsible for the general administration of such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee. All costs incurred with regard to the administration of the retirement system shall be paid by the city from the unallocated employer account as provided in section 16-1036.01.***

(Emphasis mine)

Neb. Rev. Stat. §16-1036.01 states,

***The city and the retirement committee shall develop a schedule of investment costs relating to the investment of the funds in each of the accounts in the Firefighters Retirement System Fund, which costs shall be paid out of the funds in such accounts or assessed the firefighters as provided in such schedule. The schedule of investment costs shall provide for the allocation of the administrative or record-keeping costs of the various investment options available to the members of the retirement system and shall assess such costs so that each member pays a fair proportion of the costs based upon his or her choice of options and number of transfers among options. All other costs related to the general operation of the retirement system established pursuant to sections 16-1020 to 16-1038 and not allocated or assessed pursuant to the schedule of investment costs shall be considered administrative costs and shall be paid by the city from the unallocated employer account.***

(Emphasis mine)



The "governing body of the city" is the Grand Island City Council (Council). The Council never delegated any authority to the Firefighters Pension Committee which limits the Committee to the authority delineated in Neb. Rev. Stat. §16-1036 and 1037. I do not know of any action by the Council enacting a schedule of investment costs and directing those costs be assessed against individual firefighter retirement accounts. If such a schedule is not enacted those costs "shall be considered administrative costs and shall be paid by the city from the unallocated employer account" pursuant to Neb. Rev. Stat. §16-1036.01.

#### IV. CONCLUSION

The statutes governing pensions for police officers and firefighters employed by Cities of the First Class were enacted rather hastily in 1983 in response to fiscal concerns wrought by the farm crisis. As originally written, administrative costs for police officer retirement accounts were assessed against the individual police officers holding those accounts. The law governing administrative costs for firefighter accounts was contained in LB 672, enacted in 1992. I do not know the reason for this discrepancy, like a lot of legislation it could have been an unintended consequence or simply the result of aggressive lobbying.

The Council must enact an Ordinance setting forth a schedule of investment costs to be assessed to individual firefighters or those costs will have to be paid from the City's unallocated employer account.

If you need any additional information do not hesitate to contact me.

ORDINANCE NO. 9568

An Ordinance to develop a schedule of investment costs related to the investment of funds in each individual account in the Firefighters Retirement System Fund.

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

I. That pursuant to Neb. Rev. Stat. §16-1036.01 any investment costs related to individual accounts in the Firefighters Retirement System Fund shall be paid out of the funds in such accounts or assessed the individual firefighters holding such accounts. That these costs shall provide for the allocation of the administrative or record-keeping costs of the various investment options available to members of the retirement system and shall assess such costs so each member pays a fair proportion of the costs based upon his or her choice of options and number of transfers among options.

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

III. This Ordinance shall be in full force and will take effect from and after its passage and publication pursuant to law.

Enacted: December 9, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
December 4, 2015	☒ City Attorney



# **City of Grand Island**

**Tuesday, December 8, 2015**

**Council Session**

## **Item G-1**

### **Approving Minutes of November 24, 2015 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 24, 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 November 24, 2015. Notice of the meeting was given in *The Grand Island Independent* on November 18, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Julie Hehnke was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, Assistant City Attorney Stacy Nonhof, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Hunter Moural.

INVOCATION was given by Pastor Nathan Frew, Abundant Life Christian Center, 3411 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Grand Island Wastewater Department Awards at Fall Conference. Mayor Jensen and the City Council recognized the Grand Island Wastewater Department for receiving the Nebraska Water Environmental Association (NWEA) Scott Wilbur Award and the Silver Safety Award during the 2015 APWA (American Public Works Association), NWEA (Nebraska Water Environment Association) and AWWA (American Water Works Association) Fall Conference. Also recognized was Dallas Powell, Laboratory Technician for receiving the Laboratory Analyst Excellence Award. Wastewater Treatment Superintendent Marvin Strong, Dallas Powell, Dawn Slauter, James Simonson, and Bob Bialais were present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Request from Grand Island Public Schools for a Conditional Use Permit for Temporary Classrooms located at 4160 W. Old Potash Highway (Shoemaker Elementary School). Building Department Director Craig Lewis reported that an application had been received from the Grand Island Public Schools for a Conditional Use Permit to place three temporary modular classroom buildings at 4160 W. Old Potash Highway (Shoemaker Elementary School). Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9566 - Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

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

Public Works Director John Collins reported that Ordinance No. 9566 would amend Chapter 22 of the Grand Island City Code to reflect the changes in the City limit boundaries and additional roadways. Staff recommended approval.

Motion by Paulick, second by Jones to approve Ordinance #9566.

City Clerk: Ordinance #9566 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9566 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9566 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda item G-17 (#2015-329) was pulled for further discussion. Motion by Stelk, second by Donaldson to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of November 10, 2015 City Council Regular Meeting.

Approving Appointments of Dean Sears, Derek Apfel and John Hoggatt to the Interjurisdictional Planning Commission.

Approving Appointment of Jerry Huismann to the Zoning Board of Adjustment.

Approving Re-Appointment of Jolene Wojcik to the Grand Island Facilities Corporation Board.

#2015-317 - Approving Buy Back for One (1) Four-Wheel Drive Skid Steer Loader for the Street Division of the Public Works Department from Central Nebraska Bobcat of Grand Island, NE in an Amount of \$33,628.34 with a trade-in of \$31,428.34 for a net purchase price of \$2,200.00.

#2015-318 - Approving Buy-Back for One (1) Compact Track Loader for the Street Division of the Public Works Department from Central Nebraska Bobcat of Grand Island, NE for \$48,188.17 with a trade-in of \$41,097.17 and a net purchase price of \$7,091.00.

#2015-319 - Approving 2015 Storm Water Management Plan Program Grant with the Nebraska Department of Environmental Quality.

#2015-320 - Approving Agreements with NDOR- Rail and Public Transit for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2016 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program.

#2015-321 - Approving Change Order No. 2 for South Blaine Street Bridge Replacements; Project No. 2014-B-1 with The Diamond Engineering Co. of Grand Island, NE for an Extension from November 30, 2015 to April 29, 2016.

#2015-322 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Roads for Calendar Year 2016.

#2015-323 - Approving Bid Award for Water System Network Upgrade with Huffman Engineering, Inc. of Lincoln, NE in an Amount of \$82,464.90.

#2015-324 - Approving Well and Pipe Cleaning for the Grand Island Water System with Utility Services Group of Atlanta, GA in an Amount of \$72,000.00.

#2015-325 - Approving 2016 Police Fleet Purchases: Eight 2016 Ford Police Interceptor Utility Vehicles at \$28,205 each and One 2016 Ford Fusion at \$17,821 under State Contract from Anderson Ford Group and the Purchase of One 2016 Chevrolet Equinox at \$21,162 under State Contract from Husker Auto Group for a total cost of \$264,623.

#2015-326 - Approving Purchase of a 2016 Braun Chief XL Type III Ambulance from North Central Emergency Vehicles of Lester Prairie, MN in an Amount of \$218,540.00.

#2015-327 - Approving Maintenance Contract for Physio-Control Monitor.

#2015-328 – Approving Local Emergency Operations Plan Update.

#2015-329 - Approving Agreement with NDOR for Stolley Park Road Reconfiguration. Public Works Director John Collins reported that the reconfiguration of Stolley Park Road qualified as a Federal-aid Transportation Safety project with federal funding available through the Nebraska Department of Roads at 90% and the Local Public Agency responsible for 10%. The project would consist of Stolley Park Road striping reconfiguration from Webb Road to Locust Street, which included pavement surface treatment and maintenance for preparation of the roadway re-striping.

Comments were made regarding the design of three lanes and funding of this project. Mr. Collins stated there were a number of steps to this project but it should be done by this time next year. School traffic along with traffic signals were discussed.

Motion by Nickerson, second by Stelk to approve Resolution #2015-329. Upon roll call vote, all voted aye. Motion adopted.

REQUEST AND REFERRALS:

Consideration of Request from Grand Island Public Schools for a Conditional Use Permit for Temporary Classrooms located at 4160 W. Old Potash Highway (Shoemaker Elementary School). This item related to the aforementioned Public Hearing.

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

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Jones to approve the Claims for the period of November 11, 2015 through November 24, 2015, for a total amount of \$6,402,642.98. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:34 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, December 8, 2015**

**Council Session**

## **Item G-2**

### **Approving Minutes of December 1, 2015 City Council Study Session**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

December 1, 2015

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on December 1, 2015. Notice of the meeting was given in the *Grand Island Independent* on November 25, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmembers Jeremy Jones and Michelle Fitzke were absent: The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, Assistant City Attorney Stacy Nonhof, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council members Brandeis Jensen and Emily Harders.

INVOCATION was given by Community Youth Council member Brandeis Jensen followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEM:

Discussion - Cemetery Expansion. Mayor Jensen commented on the press conference today with Governor Ricketts regarding the Veterans Home property. During the press conference it was announced that the property would be given back to the City of Grand Island. Mayor Jensen gave a background of the process. Early in the process Governor Ricketts was concerned with the future of the Veterans Cemetery. It was negotiated that the City would maintain the Veterans Cemetery with the option of expanding the City Cemetery to the north of the Veterans Cemetery.

Parks & Recreation Director Todd McCoy stated they had reached out to the consultants to look at the Veterans Home site. There would be no cost in acquiring the land and there was good access to the property along Webb Road and Capital Avenue. They stated this would be a good site for a future cemetery.

City Administrator Marlan Ferguson stated this was one of several options and further discussion would be held. Mayor Jensen stated this would be held in two phases. The first phase would include all the property except for the Veterans Home site. The second phase would come after 2018 when the Veterans Home would be relocated to Kearney.

Requested was to have a comparison of all the sites and the long term cost of each to the City in the future. Comments were made concerning the City being in the cemetery business and this location being a positive site for the City to expand its cemetery.

Presentation – Food and Beverage Tax. City Administrator Marlan Ferguson stated this topic had been presented at the Council Retreat earlier this year. Assistant to the City Administrator Nicki Stoltenberg reported that the food & beverage tax would end in July of 2016. In order to continue the tax for an amount over \$700,000 per year, the Nebraska Legislature required a vote of the people. The continuation of the tax would allow Grand Island to grow and prosper and that it's a shared tax by Grand Island residents and all who visit Grand Island from out of town.

The following timeline was presented:

- 2008 A 1.5% occupation tax was initiated for the construction of the Community Field House which doubles as the 4-H, FFA Building during the Nebraska State Fair.
- 2009 Council added an additional \$1.6 million for the Veteran's Athletic Fields displaced by the Nebraska State Fair moving to Grand Island.
- 2011 State Law mandates that, as the home of the Nebraska State Fair, the City must contribute 10% of Nebraska lottery funds received by the State Fair. (2014 = \$350,223)
- 2012 The Legislature passes LB745 which prohibits communities to tax above \$700,000/year without a vote of the people.

The goal for 2016 was to put before the voters at the May 10<sup>th</sup> Primary Election the continuation of the existing 1.5% tax on all food and beverage that would begin following the sunset of the current tax.

The new language would include taxing the sale of alcohol along with food and non-alcoholic beverages. Mentioned was that Omaha, Lincoln, and Norfolk tax the sale of alcohol.

It was mentioned that the original tax was used to finance the Fieldhouse and the new tax would be used to invest in projects, programs and events that were important to Grand Island as well as visitors to Grand Island.

The following were proposals of the food & beverage tax:

- Annual financial commitment to the Nebraska State Fair as required by state law
- Promote entertainment, agricultural and livestock shows, trade shows, and similar events that would attract visitors to Grand Island
- Ongoing enhancement and development of recreation and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs
- Invest in community development projects and activities that stimulate progress and growth for Grand Island

The following ballot language was proposed:

Shall the City of Grand Island enact a tax of one and one half percent (1 ½%) on the sale of all food and beverages presently subject to sales tax in commercial establishments such as restaurants, bars and clubs?

Mentioned was the Grow Grand Island initiative as collaborative, cooperative and effective partnerships. Mayor Jensen stated the food & beverage tax was a fair tax. He stated we had a long range plan for the City for many years to come through the Grow Grand Island initiative. It

was suggested that some of this money be designated to EDC for incentives to bring businesses to Grand Island.

Chamber of Commerce President Cindy Johnson commented on the Grow Grand Island initiatives and spoke in support of the food & beverage tax.

Presentation – 911 – EOC Center Report. Emergency Management Director Jon Rosenlund reviewed the options for the EOC Center both as a full scale building and as an alternative.

The full scale building plan was for 30+ years of operation; estimated growth of population & calls; modern functions of Operations, Planning, Logistics, Public Information; strength and durability of construction; redundancy & options for future growth; estimated 12,300 square feet; and was to start with the 911 Center & Radio Room.

Location preferences would be: 1 mile distance from City Hall; out of the flood plain; distance from railroad and major highways; proximity to City/County fiber optics; proximity to electrical substations; and buried utilities vs. overhead. The total estimated cost for a full scale operation was \$3,481,475 not including land acquisition.

The following alternate locations were presented: Fire Station #1, National Guard Armory, and City Hall. Cost of the Armory Alternate 911 was \$948,400 which did not include land acquisition and remediation and cost of Station #1 Alternate 911 was \$1,170,500.

The following land acquisition costs were presented:

- West Faidley \$300,000 - \$450,000
- 13<sup>th</sup> Street \$250,000
- Industrial Park \$ 30,000
- National Guard Armory Unknown
- Station #1 \$0

Construction comparisons were presented for a cost per square foot. Mr. Rosenlund stated some increased operating costs would be incurred such as utilities, sanitation, and janitorial/exterior maintenance estimated at an increase of \$84,000.00 split by the County and the City. The E911 Special Revenue Fund Year End FY 2015 balance was \$717,754.00.

Mr. Rosenlund stated he needed direction from Council on which direction to take: alternate or full scale and directions on location. He could then begin the RFP process to receive plans necessary for construction (Winter 2016) and approve plans and proceed to land acquisition (if necessary) and construction (FY 2016-2017).

Mr. Rosenlund stated we needed to do this once and that it would cover the next 30 years. The basement of City Hall would be used as an alternate if a new location was decided upon. Discussion was held regarding the fiber optics to the full scale and alternate sites. Conceptual plans were reviewed regarding the proposed 9 dispatcher positions. Currently E911 had 5 dispatchers.

Questions were answered regarding the use of the Burdick Station that had been discussed several years ago. At one time that would have been workable but at this time was not an option. Interim Finance Director William Clingman stated at this time we would either have to bond this project or use reserve money to pay for this. Mr. Rosenlund stated there was an option for a lease/purchase agreement.

Comments were made regarding thinking long term and the current low interest rates. Mr. Rosenlund stated the day-to-day operations of having a building in town made the most sense.

Mayor Jensen thanked all those people he had worked with over the past year.

ADJOURNMENT: The meeting was adjourned at 9:13 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-3

**Approving Liquor Manager Designation for Terry Fredrickson,  
415 Eisenhower Drive for Huddle Lounge, 112 Kaufman Avenue**

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** December 8, 2015

**Subject:** Request from Terry Fredrickson, 415 Eisenhower Drive for Liquor Manager Designation with Huddle Lounge, 112 Kaufman Avenue

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

## Background

Terry Fredrickson, 415 Eisenhower Drive has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Huddle Lounge, 115 Kaufman Avenue.

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.

## 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 Terry Fredrickson, 415 Eisenhower Drive for Liquor Manager Designation in conjunction with the Class “CK-04162” Liquor License for Huddle Lounge, 112 Kaufman Avenue with the stipulation that Mr. Fredrickson complete a state approved alcohol server/seller training program.

11/23/15  
15:08

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

```

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 08:00:00 11/23/2015
Date disposition declared : **/**/****
Incident number : L15112171
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 112 Kaufman
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 : AOFF AOFF Alcohol Offense
Disposition :
Misc. number : RaNae
Geobase address ID :
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :

```

=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	16257	11/23/15	Fredrickson, Terry D	Manager
Applicant				
NM	50399	11/23/15	Fredrickson, Teri J	Terry's Spouse
NM	73289	11/23/15	Westside Lanes,	Business
Location				

LAW INCIDENT CIRCUMSTANCES:

```

Se Circu Circumstance code      Miscellaneous
-- -----
1  LT03  LT03 Bar/Night Club

```

LAW INCIDENT NARRATIVE:

I received a copy of a liquor manager application from Terry Fredrickson for the Huddle Lounge.

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 10:32:12 11/23/2015

318

Grand Island Police Department  
Supplemental Report

Date, Time: Mon Nov 23 10:32:34 CST 2015  
Reporting Officer: Vitera  
Unit- CID

I received a copy of a liquor manager application from Terry Fredrickson for the Huddle Lounge. While examining the application, I learned that Terry is married to Teri Fredrickson. Terry has lived in Grand Island since 1990, and Teri has lived in Grand Island since 1968. Neither one of them disclosed any criminal convictions, and Teri signed a Spousal Affidavit of Non-Participation. Terry has worked at Westside Lanes (location of Huddle Lounge) since 2003.

I checked on the Fredrickson's through Spillman and NCJIS. I found a DUI arrest for Terry in 1997. Teri didn't have any possible convictions in Spillman. NCJIS shows that a jury found Terry not guilty of DUI in 1997. He has no convictions listed in NCJIS, and neither does Teri.

I checked NCIC for warrants on the Fredrickson's and didn't find anything. I did a general Internet search and couldn't pinpoint anything. I also checked a law enforcement-only paid database and didn't find anything out of the ordinary.

With Terry living in Grand Island for a number of years and having no criminal record in the State of Nebraska, the Grand Island Police Department doesn't have any objections to Terry Fredrickson becoming the liquor manager at the Huddle Lounge.



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-4

**#2015-330 - Approving Purchase of Cooling Tower Chemicals for  
Platte Generation Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting Date:** December 8, 2015

**Subject:** Purchase of Cooling Tower Chemicals

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

## Background

The Platte Generating Station utilizes a cooling tower, condenser and circulating piping as part of the plant's cooling water system. The system cooling water impurities are concentrated through an evaporative cooling process. The plant has routinely treated the water to prevent scaling, corrosion, fouling, and microbiological contamination. The annual cost of these chemicals has increased above the City Purchasing Code requirements. The plant environmental staff developed specifications for the purchase of the chemicals used for treatment of the water.

## Discussion

The specification for the Purchase of Cooling Tower Chemicals was advertised and issued for bid in accordance with the City Purchasing Code. The specifications require a firm price for the product to maintain the guaranteed dose rate. Bids were publicly opened on November 17, 2015. Specifications were sent to ten potential bidders and responses were received as listed below. The engineer's estimate for this project was \$120,000.00.

Bidder	Unit Price	Est. Annual Price
Veolia Water Technologies, Papillion, NE	\$ 0.90	*\$ 111,016.80
Water Engineering, Mead, NE	\$ 0.86	*\$ 107,369.28
WaterLink, Inc., Omaha, NE	\$ 1.47	*\$ 185,125.92

Department Staff has reviewed the bids for compliance with the City's detailed specification. The bids were evaluated based upon the total cooling inhibitor cost per unit price. \* Estimated Annual Prices were adjusted based on equivalent treated water for the year. Water Engineering is compliant with specifications and less than the engineer's estimate.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the purchase of cooling tower chemicals be awarded to Water Engineering of Mead, Nebraska, as the low responsive bidder, for a not-to-exceed price of \$.86 per pounds of solution; an annual amount estimated at \$107,369.28. The actual annual amount will depend on City water usage.

## **Sample Motion**

Move to approve the purchase of cooling tower chemicals in the amount of \$.86 per pounds of solution to Water Engineering from Mead, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** November 17, 2015 at 2:00 p.m.  
**FOR:** Cooling Tower Chemicals  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$120,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** October 23, 2015  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<u>Veolia</u> Papillion, NE	<u>Water Engineering</u> Mead, NE
<b>Bid Security:</b>	American Home Assurance Co.	Cashier's Check
<b>Exceptions:</b>	None	None
<b>Unit Bid Price:</b>	\$0.90	\$0.86
<b>Est. Cost:</b>	\$92,143.00	\$102,381.42

<b>Bidder:</b>	<u>WaterLink, Inc.</u> Omaha, NE
<b>Bid Security:</b>	Cashier's Check
<b>Exceptions:</b>	None
<b>Unit Bid Price:</b>	\$1.47
<b>Est. Cost:</b>	\$93,690.32

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utilities Secretary

Pat Gericke, Utilities Admin. Assist.  
William Clingman, Interim Finance Director  
Scott Sekutera, Platte Generating Station

**P1851**

RESOLUTION 2015-330

WHEREAS, the City of Grand Island invited sealed bids for Cooling Tower Chemicals for the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 17, 2015, bids were received, opened and reviewed; and

WHEREAS, Water Engineering, of Mead, 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 \$0.86 per pound of solution for an evaluated annual cost of \$102,381.42; and

WHEREAS, the bid of is less than the estimate for Cooling Tower Chemicals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Water Engineering of Mead, Nebraska, in the amount of \$0.86 per pound of solution, for Cooling Tower Chemicals for Platte Generating Station, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

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

Attest:

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

Approved as to Form	☐ _____
December 4, 2015	☐ City Attorney



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-5

**#2015-331 - Approving Change Order #5 with AMEC Kamtech, Inc., for Air Quality Control System at Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting Date:** December 8, 2015

**Subject:** Air Quality Control System at Platte Generating Station –  
AMEC - Change Order #5

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

## Background

On December 21, 2011, EPA released the Mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units, with a compliance date of April, 2015. The Utilities Department received an additional one-year extension for compliance to allow for any complications starting up the Air Quality Control System.

On January 8, 2013, Council approved and the City of Grand Island entered in to an Engineering Procurement Contract with AMEC of Tucker, Georgia, to install a scrubber, baghouse, and mercury removal system at the Platte Generating Station for \$41,189,331.00.

Replacing the switchgear cabinets and breakers, fastening the roof panels with additional structural steel, and the addition of a reverse osmosis system to improve the water quality issues and system reliability increased the contract to \$43,010,551.37.

## Discussion

During the commissioning, startup and tuning of the AQCS system, some PGS labor and materials were utilized to perform duties included in the contractor's scope of services. Plant engineering staff worked with AMEC to recover the cost associated with these efforts.

The total for this change order is a deduction of \$220,000.00 and decreases the total contract to \$42,790,551.37.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends authorizing Change Order #5 to the Air Quality Control System at Platte Generating Station for Water Treatment System, for a deduction to the contract price of \$220,000.00.

## **Sample Motion**

Move to approve Change Order #5 with AMEC for a deduction of \$220,000.00 to the contract for the Air Quality Control System at Platte Generating Station.

**Change Order #5**

December 8, 2015

**TO:** AMEC Kamtech, Inc.  
 1979 Lakeside Parkway, Suite 400  
 Tucker, GA 30084  
 770-688-2500

**PROJECT:** AQCS-Equipment Purchase and Construction

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

- 1 Additional payment/credit per the attached spreadsheet.

ADD: \_\_\_\_\_ DELETE: -\$220,000.00

<b>The original Contract Sum</b>	<u>\$41,189,331.00</u>
<b>Previous Change Order Amounts</b>	<u>\$ 1,821,220.37</u>
<b>The Contract Sum is increased by this Change Order</b>	<u>\$ -</u>
<b>The Contract Sum is decreased by this Change Order</b>	<u>\$ (220,000.00)</u>
<b>The total modified Contract Sum to date</b>	<u>\$42,790,551.37</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

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

Attest: \_\_\_\_\_  
 Approved as to Form, City Attorney

ACCEPTED: **AMEC Kamtech, Inc.**

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

December 8, 2015

*Change Order #5*

**TO:** AMEC Kamtech, Inc.  
 1979 Lakeside Parkway, Suite 400  
 Tucker, GA 30084  
 770-688-2500

**PROJECT: AQCS-Equipment Purchase and Construction**

**Contract: \$43,010,551.37**

Change	Description	Amount
001	Plant engineering staff worked with AMEC: Recovery costs for PGS plant labor and materials used to get the AQCS system operating efficiently.	(\$220,000.00)
TOTAL CHANGE ORDER		(\$220,000.00)

RESOLUTION 2015-331

WHEREAS, AMEC of Tucker, Georgia, was awarded the contract for Air Quality Control System (AQCS) at Platte Generating Station, at the January 8, 2013 City Council meeting; and

WHEREAS, during the commissioning, start-up and tuning of the AQCS system, utility personnel used plant labor and materials getting the system to operate efficiently; and

WHEREAS, plant engineering staff worked with AMEC to recover the cost associated with these efforts; and

WHEREAS, these changes resulted in a deduction to the contract of \$220,000.00, for a total contract price of \$42,790,551.37.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #5 with AMEC of Tucker, Georgia, resulting in a deduction of \$220,000.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
December 4, 2015	☒ City Attorney



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-6

**#2015-332 - Approving Amendment #1 to the Contract for  
Architectural Services for the Electric Service Center Building at  
1116 W. North Front Street**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Tim Luchsinger, Utilities Director

**Meeting:** December 8, 2015

**Subject:** Contract for Architectural Services for the Electric Service Center Building at 1116 W. North Front – Amendment #1

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

## Background

On April 28, 2015, City Council approved a contract with JEO Architects for an initial amount of \$45,000 to evaluate space requirements and develop a conceptual design and building estimate for the remodel of the Electric Service Center Building at 1116 W. North Front Street and a new garage to be constructed immediately north of the existing garage. It was determined by City staff to use a phased approach for this project.

## Discussion

Phase 1 is nearing completion with a preliminary design of the new garage and remodel layout of the Service Center. Phase 2 will be the development of the construction drawings and specifications to be issued for bids and JEO has provided a fee of \$99,000 to perform these services. This is a not to exceed amount billed on actual hours worked.

Phase 3 will include the construction management portion of the project and a future amendment will be brought to Council for consideration when the scope of that phase has been further defined.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve Amendment #1 to the Contract for Architectural Services for the Electric Service Center Building at 1116 W. North Front Street with JEO Architects in an amount not to exceed \$99,000.00.

## **Sample Motion**

Move to approve Amendment #1 to the Contract for Architectural Services for the Electric Service Center Building at 1116 W. North Front Street with JEO Architects in an amount not to exceed \$99,000.00.

The AIA Document B104 - 2007 Standard Form of Agreement Between Owner and Architect by and between the following Owner and Architect:

**OWNER:** City of Grand Island Utilities Department  
 City of Grand Island  
 City Hall, P.O. Box 1968  
 Grand Island, NE 68802-1968

**ARCHITECT:** JEO Architecture, Inc.  
 2700 Fletcher Ave  
 Lincoln, NE 68504

for the following project:

**PROJECT:** "Architectural Services Project 2015-AS-1"

is hereby amended as follows:

Include PART 2 – Construction Documents and Bidding Phases: JEO shall be compensated for these services in accordance with standard hourly billing rates with a not-to-exceed amount of \$99,000.

ADDITION \$99,000.00

<b>The original Contract Sum</b>	<u>\$45,000.00 (PART 1)</u>
<b>Previous Amendment Amounts</b>	<u>-</u>
<b>The Contract Sum is increased by this Amendment</b>	<u>\$99,000.00</u>
<b>The Contract Sum is decreased by this Amendment</b>	<u>\$0.00</u>
<b>The total modified Contract Sum to date</b>	<u>\$144,000.00</u>

Approval and acceptance of this Amendment acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: **CITY OF GRAND ISLAND**

By: \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
 Approved as to Form, City Attorney

ACCEPTED: **JEO Architecture, INC.**

By: 

Date 11-18-15



RESOLUTION 2015-332

WHEREAS, A contract with JEO Architects was awarded on April 28, 2015 to evaluate space requirements and develop a conceptual design and building estimate for the remodel of the Electric Service Center Building at 1116 W. North Front Street; and

WHEREAS, It was determined by City staff to use a phased approach for this project, and Phase 1 is nearing completion; and

WHEREAS, Phase 2 will be the development of the construction drawings and specifications to be issued for bid; and

WHEREAS, the contracted amount needed to perform Phase 2 will be a not to exceed amount of \$99,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Phase 2 of the Contract for Architectural Services for the Electric Service Center Building at 1116 W. North Front Street is hereby approved, and the Mayor is authorized to sign Amendment #1 on behalf of the City of Grand Island.

---

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

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

Attest:

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

Approved as to Form	☒ _____
December 4, 2015	☒ City Attorney



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-7

**#2015-333 - Approving Letter of Intent with Invenergy for a Wind Project at a Wind Energy Project Complex in Nebraska**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting:** December 8, 2015

**Subject:** Approving Letter of Intent with Invenergy for a Wind Project at a Wind Energy Project Complex in Nebraska

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

## Background

The Utilities Department has made efforts to be involved in developing technologies regarding renewable energy. Presently, the most cost effective form of renewable energy is wind energy. Since 1998, the City's Utilities Department has participated in a number of Wind Turbine projects. Currently, the Utilities Department is participating in Ainsworth Wind Farm, Elkhorn Ridge Wind Farm, Laredo Ridge Wind Farm, Broken Bow Wind Farm, and the Prairie Breeze 3 Wind Project. The use of fossil fuels for electricity production is coming under increasing scrutiny at the national level and more restrictions and regulations are likely to be placed upon fossil fuels, particularly coal. With the City's primary energy supply being produced from coal, the overall rate impact from environmental regulations could be significant.

On May 8, 2012, City Council directed the Utilities Department to evaluate additional renewable resource energy opportunities as they arise. The Utilities Department has been approached by Invenergy regarding a possible wind farm in North Central Nebraska. In order for Invenergy to discuss specific pricing information with the Utilities Department, a Confidentiality and Non-Disclosure Agreement was approved by Council at the March 24, 2015 meeting.

## Discussion

Department staff met with Inenergy representatives regarding participation in a proposed wind energy project complex in the Antelope and Pierce Counties of Nebraska. Should the project plans proceed due to positive feedback in the form of non-binding letters of intent from participants, a Purchase Power Agreement specifying the contractual terms of the project would be executed. Due to the terms of the Non-Disclosure Agreement, a confidential copy of the letter of intent and memo of explanation are attached in the

Council's packet. This letter of intent has been reviewed by Department management staff and is recommended for approval by Council.

### **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 letter of intent with Invenergy for a Wind Project at a Wind Energy Project Complex in Nebraska.

### **Sample Motion**

Move to approve the letter of intent with Invenergy for a Wind Project at a Wind Energy Project Complex in Nebraska.

RESOLUTION 2015-333

WHEREAS, the Utilities Department has made efforts to be involved in developing technologies regarding renewable energy; and

WHEREAS, currently the most cost effective form of renewable energy is wind energy; and

WHEREAS, the use of fossil fuels for electricity production is coming under increasing scrutiny at the national level and more restrictions and regulations are likely to be placed upon fossil fuels, particularly coal, and

WHEREAS, on May 8, 2012, per Resolution 2012-124, City Council directed the Utilities Department to evaluate additional renewable resource energy opportunities as they arise, and the Utilities Department has been approached by Invenergy regarding a possible wind farm in North Central Nebraska; and

WHEREAS, in order for Invenergy to discuss specific pricing information with the Utilities Department, a Confidentiality and Non-Disclosure Agreement was approved by Council at the March 24, 2015 meeting, per Resolution #2015-80; and

WHEREAS, the Letter of Intent has been reviewed by Department Management Staff and is recommended for approval by Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Letter of Intent with Invenergy for a Wind Project at a Wind Generation Project Complex in Nebraska is hereby approved, and the Mayor is hereby authorized to sign the letter on behalf of the City of Grand Island.

---

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

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

Attest:

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

Approved as to Form	☐ _____
December 4, 2015	☐ City Attorney



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-8

**#2015-334 - Approving Certification of Final Completion for 3rd Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3**

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

# Council Agenda Memo

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

**Meeting:** December 8, 2015

**Subject:** Approving Certification of Final Completion for 3rd Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3

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

## Background

Paving Project #2015-P-2 improved the Downtown 3<sup>rd</sup> Street and Wheeler Avenue intersection. The project involved adding bump-outs to make for a more pedestrian friendly feel, and installation of storm sewer for improved drainage. This project worked in conjunction with the park improvements adjacent to the north side of the intersection.

Water Main Project 2015-W-3 involved the trenchless installation of a new 12-inch ductile-iron water main and related appurtenances. The project is generally described as being located in the Downtown district of the City of Grand Island along the south side of Third Street, from Cedar Street to Pine Street. The project improved the water system pressure profiles and provides increased fire protection to the area, and was funded by the water utility enterprise fund as a system betterment project. The trenchless installation utilized the closure of the 3rd and Wheeler intersection during the paving project and minimized construction impacts to downtown traffic and businesses.

The City Council awarded the bid for construction of the both projects to The Diamond Engineering Company of Grand Island, Nebraska on May 12, 2015, in the amount of \$424,952.17. Work on the project commenced June 11, 2015 with final completion September 18, 2015.

## Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction work was completed at a total cost of \$425,768.00, which is an overrun of \$815.83. Additional project costs are shown below.

***ADDITIONAL PROJECT COSTS***

JEO Consulting Group	Engineering	\$	56,685.00
The Grand Island Independent	Advertising	\$	107.55
The Diamond Engineering Company	Additional Items with Water Improvements	\$	8,171.50
<b>Subtotal Additional District Costs =</b>			<b>\$ 64,964.05</b>

Total project costs equate to \$490,732.05.

**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 Certificate of Final Completion for 3<sup>rd</sup> Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3.

**Sample Motion**

Move to approve the Certificate of Final Completion for 3<sup>rd</sup> Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3.



## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

3<sup>rd</sup> Street and Wheeler Avenue Intersection Improvements;  
Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3  
CITY OF GRAND ISLAND, NEBRASKA  
December 8, 2015

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that 3<sup>rd</sup> Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3 have been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated May 26, 2015. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3**

		Quantities			Total Amount
	Description	Placed	Unit	Price Bid	Completed
	<b><u>Bid Section A</u></b>				
1	Mobilization/Demobilization	<b>1.00</b>	LS	\$ 4,905.00	\$ 4,905.00
2	Remove Pavement	<b>1,061.00</b>	SY	\$ 8.55	\$ 9,071.55
3	Remove Walk	<b>402.00</b>	SY	\$ 3.85	\$ 1,547.70
4	Remove Brick Paver	<b>70.00</b>	SY	\$ 12.50	\$ 875.00
5	Remove Flagpole & Base	<b>1.00</b>	EA	\$ 450.00	\$ 450.00
6	Remove Water Valve Manhole	<b>2.00</b>	EA	\$ 560.00	\$ 1,120.00
7	Remove and Reset Sign Post	<b>6.00</b>	EA	\$ 115.00	\$ 690.00
8	Remove Inlet	<b>3.00</b>	EA	\$ 335.00	\$ 1,005.00
9	Remove Storm Sewer Pipe, <18"	<b>160.00</b>	LF	\$ 17.10	\$ 2,736.00
10	12" Storm Sewer Pipe, Class III	<b>164.00</b>	LF	\$ 52.55	\$ 8,618.20
11	15" Storm Sewer Pipe, Class III	<b>71.00</b>	LF	\$ 50.50	\$ 3,585.50
12	16" Storm Sewer Pipe, C905 PVC	<b>40.00</b>	LF	\$ 77.65	\$ 3,106.00
13	Junction Box, 4' x 4'	<b>2.00</b>	EA	\$ 3,290.00	\$ 6,580.00
14	Added Depth Junction Box, 4' x 4'	<b>3.00</b>	VF	\$ 213.10	\$ 639.30
15	Junction Box, 4' x 6'	<b>1.00</b>	EA	\$ 3,895.00	\$ 3,895.00
16	Curb Inlet	<b>3.00</b>	EA	\$ 2,860.00	\$ 8,580.00
17	Combination Curb Inlet	<b>2.00</b>	EA	\$ 2,895.00	\$ 5,790.00
18	2 ½" PVC Schedule 40 Pipe	<b>0.00</b>	LF	\$ 9.00	\$ 0.00
19	2 ½" PVC Plug	<b>0.00</b>	EA	\$ 15.00	\$ 0.00

20	8" PVC Schedule 40 Pipe	10.00	LF	\$ 41.15	\$ 411.50
21	8" PVC Plug	0.00	EA	\$ 135.00	\$ 0.00
22	8" Concrete Pavement	757.00	SY	\$ 67.15	\$ 50,832.55
23	8" Concrete Pavement (Color)	114.00	SY	\$ 95.30	\$ 10,864.20
24	5" Sidewalk	629.00	SY	\$ 50.00	\$ 31,450.00
25	Detectable Warning Panels	64.00	SF	\$ 37.45	\$ 2,396.80
26	Install Brick Pavers	20.00	SY	\$ 70.80	\$ 1,416.00
27	Water Valve Box	2.00	EA	\$ 315.00	\$ 630.00
28	Adjust to Grade, Water Valve	2.00	EA	\$ 320.00	\$ 640.00
29	Adjust to Grade, Curb Stop	2.00	EA	\$ 268.00	\$ 536.00
30	Adjust to Grade, Pull Box	4.00	EA	\$ 415.00	\$ 1,660.00
31	4" White Pavement Marking	110.00	LF	\$ 1.90	\$ 209.00
32	4" Yellow Pavement Marking	18.00	LF	\$ 2.50	\$ 45.00
33	10" Yellow Pavement Marking	0.00	LF	\$ 3.50	\$ 0.00
34	24" White Pavement Marking	0.00	LF	\$ 5.55	\$ 0.00
35	Temporary Traffic Control	1.00	LS	\$ 5,555.00	\$ 5,555.00
36	Sediment and Erosion Control	1.00	LS	\$ 1,710.00	\$ 1,710.00
					<b>\$ 171,550.30</b>
	<b><u>Change Order No. 1</u></b>				
CO1-1	Install Drain Inside Park	1.00	LS	\$ 4,472.00	\$ 4,472.00
CO1-2	Styrofoam & Water Stop in Inlet	1.00	LS	\$ 625.00	\$ 625.00
CO1-3	Storm Break Fix (By City)	1.00	LS	\$ (2,300.00)	\$ (2,300.00)
CO1-4	Liquidated Damages	4.00	DAY	\$ (1,000.00)	\$ (4,000.00)
					<b>\$ (1,203.00)</b>
	<b><u>Bid Section B</u></b>				
1	12" R.J. D.I. Pipe	1,368.80	LF	\$ 110.85	\$ 151,731.48
2	10" R.J. D. I. Pipe	4.00	LF	\$ 106.00	\$ 424.00
3	6" S.J. D.I. Pipe	75.40	LF	\$ 74.30	\$ 5,602.22
4	4" S.J. D.I. Pipe	20.00	LF	\$ 81.75	\$ 1,635.00
5	12" x 12" Tapping Sleeve	1.00	EA	\$ 4,083.00	\$ 4,083.00
6	10" x 10" Tapping Sleeve	1.00	EA	\$ 3,767.60	\$ 3,767.60
7	6" x 6" Tapping Sleeve	2.00	EA	\$ 2,643.00	\$ 5,286.00
8	4" x 4" Tapping Sleeve	1.00	EA	\$ 2,303.00	\$ 2,303.00
9	12" Tapping Sleeve	1.00	EA	\$ 4,314.60	\$ 4,314.60
10	12" Gate Valve	1.00	EA	\$ 3,066.25	\$ 3,066.25
11	10" Tapping Valve	1.00	EA	\$ 2,841.40	\$ 2,841.40
12	6" Tapping Valve	2.00	EA	\$ 1,326.00	\$ 2,652.00
13	4" Tapping Valve	1.00	EA	\$ 981.10	\$ 981.10
14	12" x 6" M.J. Tee	4.00	EA	\$ 869.90	\$ 3,479.60

15	12" x 4" M.J. Tee	1.00	EA	\$ 816.30	\$ 816.30
16	12" x 10" M.J. Reducer	1.00	EA	\$ 393.80	\$ 393.80
17	12" x 45° M.J. Bend	4.00	EA	\$ 812.70	\$ 3,250.80
18	6" x 90° M.J. Bend	4.00	EA	\$ 376.10	\$ 1,504.40
19	6" x 45° M.J. Bend	2.00	EA	\$ 356.20	\$ 712.40
20	4" x 90° M.J. Bend	1.00	EA	\$ 320.85	\$ 320.85
21	4" x 45° M.J. Bend	0.00	EA	\$ 310.00	\$ 0.00
22	12" Retainer Gland	34.00	EA	\$ 163.50	\$ 5,559.00
23	10" Retainer Gland	2.00	EA	\$ 123.70	\$ 247.40
24	6" Retainer Gland	36.00	EA	\$ 97.10	\$ 3,495.60
25	4" Retainer Gland	4.00	EA	\$ 58.25	\$ 233.00
26	Fire Hydrant	4.00	EA	\$ 608.55	\$ 2,434.20
27	Valve Box	8.00	EA	\$ 249.65	\$ 1,997.20
28	Thrust Block	26.00	EA	\$ 453.00	\$ 11,778.00
29	8 MIL Polywrap	1,468.20	LF	\$ 2.05	\$ 3,009.81
30	Saw Cut	344.00	LF	\$ 4.70	\$ 1,616.80
31	Remove Asphalt/Concrete Roadway	195.10	SY	\$ 10.00	\$ 1,951.00
32	Replace Asphalt/Concrete Roadway	195.10	SY	\$ 73.50	\$ 14,339.85
33	Remove Concrete Sidewalk	235.80	SF	\$ 1.10	\$ 259.38
34	Replace Concrete Sidewalk	235.80	SF	\$ 7.10	\$ 1,674.18
35	Remove and Replace Curb & Gutter	90.40	LF	\$ 41.20	\$ 3,724.48
36	Traffic Control	1.00	LS	\$ 3,935.00	\$ 3,935.00
					<b>\$ 255,420.70</b>

**THE DIAMOND ENGINEERING COMPANY =**

**\$ 425,768.00**

**ADDITIONAL PROJECT COSTS**

JEO Consulting Group	Engineering	\$ 56,685.00
The Grand Island Independent	Advertising	\$ 107.55
The Diamond Engineering Company	Additional Items with Water Improvements	\$ 8,171.50

**Subtotal Additional District Costs = \$ 64,964.05**

**Total Costs - \$490,732.05**

I hereby recommend that the Engineer's Certificate of Final Completion for 3<sup>rd</sup> Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3 be approved.

\_\_\_\_\_  
John Collins, PE - City Engineer/Public Works Director

\_\_\_\_\_  
Jeremy L. Jensen – Mayor

**ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

**Water Main Project 2015-W-3**

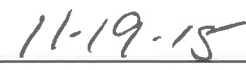
Water Main Project 2015-W-3 install an 12" diameter ductile-iron water main and related appurtenances within Third Street, between Cedar Street to Pine Street within the City Of Grand Island, NE. The work has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.

  
\_\_\_\_\_  
Lynn M. Mayhew, P.E. #E-10661

  
\_\_\_\_\_  
Date

I hereby authorize Water Main Project 2015-W-3 to be incorporation into the City of Grand Island water system.

  
\_\_\_\_\_  
Tim Luchsinger, Utilities Director

  
\_\_\_\_\_  
Date

RESOLUTION 2015-334

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for 3<sup>rd</sup> Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the paving project; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

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

1. The Certificate of Final Completion for 3<sup>rd</sup> Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3, in the amount of \$490,732.05 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

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

Attest:

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

Approved as to Form	☐ _____
December 4, 2015	☐ City Attorney



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-9

**#2015-335 - Approving Bid Award for One (1) Used Hydraulic Excavator for the Solid Waste Division of the Public Works Department**

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

# Council Agenda Memo

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** December 8, 2015

**Subject:** Approving Bid Award for One (1) Used Hydraulic Excavator for the Solid Waste Division of the Public Works Department

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

## Background

On October 21, 2015 the Solid Waste Division of the Public Works Department advertised for bids for one (1) Used Hydraulic Excavator, and sent the solicitation to three (3) potential bidders. Funds were budgeted for Fiscal Year 2015/2016 and are available in Account No. 50530043-85615.

## Discussion

Four (4) bids were received and opened on November 4, 2015. The Solid Waste Division of the Public Works Department and the Purchasing Division of the Attorney's Office have reviewed the bids that were received. The excavator bid by NMC of Doniphan, NE is the lowest responsible bid submitted. A summary of the bids is shown below.

<i><b>BIDDER</b></i>	<i><b>BASE PRICE</b></i>	<i><b>TRADE-IN OFFER</b></i>	<i><b>NET BID</b></i>	<i><b>DELIVERY DATE</b></i>
NMC	\$156,250	\$20,000	\$136,250	2 weeks
Murphy Tractor & Equipment	\$157,800	\$20,000	\$137,800	30 days
Murphy Tractor & Equipment	\$172,400	\$20,000	\$152,400	30 days
RoadBuilders	\$189,500	\$30,000	\$159,500	30 days

As outlined in the bid documents, the machines were evaluated based on purchase price, machine condition, average resale value, and average fuel consumption to determine the best overall value to the City. Based on the calculated total cost of ownership for each machine, the used excavator bid by NMC is the best value to the City. A picture of the excavator that is being traded in with this purchase is pictured below.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of one (1) Used Hydraulic Excavator from NMC of Doniphan, NE in the amount of \$136,250.00.

## **Sample Motion**

Move to approve the resolution.





Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** November 4, 2015 at 2:00 p.m.  
**FOR:** (1) Used Hydraulic Excavator  
**DEPARTMENT:** Public Work  
**ESTIMATE:** \$145,000.00  
**FUND/ACCOUNT:** 50530043-85615  
**PUBLICATION DATE:** October 21, 2015  
**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<u>NMC, Inc.</u> Doniphan, NE	<u>Murphy Tractor &amp; Equipment Co.</u> Grand Island, NE
<b>Bid Security:</b>	Travelers Casualty & Surety Co.	Principal
<b>Exceptions:</b>	None	Noted
<b>Model:</b>	2012 Caterpillar 316EL	2014 John Deere 160G
<b>Bid Price:</b>	\$156,250.00	\$157,800.00
<b>Trade-In:</b>	<u>\$ 20,000.00</u>	<u>\$ 20,000.00</u>
<b>Net Bid:</b>	\$136,250.00	\$137,800.00
<b>Delivery Date</b>	2 weeks	30 days from order

<b>Bidder:</b>	<u>Road Builders</u> Grand Island, NE	<u>Murphy Tractor &amp; Equipment Co.</u> Grand Island, NE
<b>Bid Security:</b>	Fidelity & Deposit Co.	Principal
<b>Exceptions:</b>	Noted	Noted
<b>Model:</b>	2014 Komatsu PC170LC-10	2014 John Deere 160G
<b>Bid Price:</b>	\$189,500.00	\$172,400.00
<b>Trade-In:</b>	<u>\$ 30,000.00</u>	<u>\$ 20,000.00</u>
<b>Net Bid:</b>	\$159,500.00	\$152,400.00
<b>Delivery Date</b>	30 days	30 days from order

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
William Clingman, Interim Finance Director  
Jeff Wattier, Solid Waste Supt.

**P1848**

RESOLUTION 2015-335

WHEREAS, the City of Grand Island invited sealed bids for one (1) Used Hydraulic Excavator for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on November 4, 2015 bids were received, opened and reviewed; and

WHEREAS, NMC of Doniphan, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$136,250.00; and

WHEREAS, the bid from NMC is considered fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of NMC of Doniphan, Nebraska in the amount of \$136,250.00 for one (1) Used Hydraulic Excavator is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 4, 2015	☐ City Attorney



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-10

**#2015-336 - Approving State Bid Award for One (1) 2016 Dodge Grand Caravan for the Wastewater Division of the Public Works Department**

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

# Council Agenda Memo

**From:** Marvin Strong PE, Wastewater Plant Engineer

**Meeting:** December 8, 2015

**Subject:** Approving State Bid Award for One (1) 2016 Dodge Grand Caravan for the Wastewater Division of the Public Works Department

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

## Background

The Wastewater Division of the Public Works Department budgeted for a passenger vehicle to be used for City employee travel throughout the City and as a general work vehicle to carry groups to inspect project sites and training, conferences, etc. The approved FY 2015/2016 budget includes \$23,000.00 in funds for the purchase.

## Discussion

The vehicle specifications awarded under State of Nebraska Contract #14389 OC meet all of the requirements for the Wastewater Division vehicle. Lincoln Dodge, Inc. dba Baxter of Lincoln, Nebraska submitted a bid with no exceptions in the amount of \$22,225.00. There are sufficient funds for this purchase in Account No. 53030054-85625.

This vehicle will allow the Wastewater Division employees to be more self-sufficient in scheduling their training, conferences, etc. They currently have to work around availability of the Engineering Division's vehicles, which are often times "overbooked" as they are shared City wide.

## 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 State Bid Award to Lincoln Dodge, Inc. dba Baxter of Lincoln, Nebraska in the amount of \$22,225.00 for one (1) 2016 Dodge Grand Caravan for the Wastewater Division of the Public Works Department.

## **Sample Motion**

Move to approve the resolution.

RESOLUTION 2015-336

WHEREAS, the Wastewater Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2015/2016 fiscal year; and

WHEREAS, said vehicle, a 2016 Grand Dodge Caravan, can be obtained from the State Contract holder; and

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

WHEREAS, the funding for such vehicle is provided in the 2015/2016 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2016 Dodge Grand Caravan in the amount of \$22,225.00 from the State Contract holder, Lincoln Dodge, Inc. dba Baxter of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

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

Attest:

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

Approved as to Form	☒ _____
December 4, 2015	☒ City Attorney



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-11

**#2015-337 - Approving Change Order No. 3 for Headworks  
Improvement Project No. WWTP-2013-1**

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



# Council Agenda Memo

**From:** Marvin Strong PE; Wastewater Engineer

**Meeting:** December 8, 2015

**Subject:** Approving Change Order No. 3 for Headworks Improvement Project No. WWTP-2013-1

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

## Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have worked on the Headworks Improvement, Project WWTP-2013-1 to construct a new wastewater pumping station, flow measurement, and grit removal systems at the Wastewater Treatment Plant.

Garney Companies, Inc. of Gardner, Kansas was awarded a \$16,993,000.00 contract by the City Council on May 14, 2013 for construction of Headworks Improvements; Project No. WWTP-2013-1 at the Wastewater Treatment Plant. The City rejected a bid alternative of \$75,000.00 for Plant Interceptor Piping (Fiberglass Reinforced Polymer Mortar), which adjusted the contract amount to \$16,918,000.00.

On August 12, 2013, by Resolution No. 2014-213, City Council approved Change Order No. 1 for a decrease in the original contract amount of \$24,745.00 and addressed:

- Addition of bagging attachments for the screenings washer/compactor units
- Change to fiberglass reinforced plastic manholes for sanitary sewer lines
- Discharge piping modifications for the former sludge injection holding tank
- Engine-generator platform and stairs
- Underground power for existing facilities on the west side of the site
- Surge protection for adjustable frequency drives
- Additional coating of the wet wells at the Raw Wastewater Pump Station
- Deletion of a sanitary sewer manhole for Building #3
- Unit price item adjustments for excavation work

On April 14, 2015, by Resolution No. 2015-99, City Council approved Change Order No. 2 for a decrease in the original contract amount of \$42,498.00 in a revised contract amount of \$16,850,757.00 and addressed:

- Deletion of protective coatings for the lower portion of the wet wells and screen channels at the Raw Wastewater Pump Station.
- Changes to the JBS Meter and Sampler Building.
- Deletion of non-potable well motor protection for high temperature sensors.
- Addition of a buried casing for future ferric chloride lines to the aeration basins.

- Credit for concrete aggregate savings.
- Unit price item adjustments for excavation work and non-potable well construction.
- Addition of anodized aluminum copings for buildings.
- Addition of on-line conductivity and total suspended solids analyzers for raw wastewater.
- Additional underground non potable water lines, drain line for existing raw wastewater pump station.
- Contract Time adjustments for weather delays.

### **Discussion**

An additional change order is necessary to proceed with the construction and project closure of the Headworks Improvements; Project No. WWTP-2013-1. Change Order No. 3 covers changes to pavement and sitework, addition of ferric chloride and polymer feed lines needed to treat process upsets, addition of power and lighting panel in the former grit building, addition of key pad for access control at the new septage area entrance, deletion of suction piping modifications in the former raw wastewater pump station wetwell, addition of manhole for north interceptor High Density Polyethylene (HDPE) lines, deletion of sodding and seeding, credit for sprinkler repair, addition of reinforced steel floor covers in the former mechanical bar screen and sluice gate openings, reimbursement for power of the City's dewatering pumps, City purchase of magnetic flow meter pipe spool, and permitting fees for the existing generators.

The modifications to this project will result in a contract decrease of \$30,583.00, resulting in a revised contract amount of \$16,820,174.00.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Change Order No. 3 for Headworks Improvements; Project No. WWTP-2013-1.

### **Sample Motion**

Move to approve the resolution.

**CITY OF GRAND ISLAND, NEBRASKA  
WASTEWATER TREATMENT PLANT  
HEADWORKS IMPROVEMENTS PROJECT**

---

**CITY PROJECT WWTP-2013-1  
BLACK & VEATCH PROJECT NO. 175144**

---

**CHANGE ORDER NO. 3**

Change Order No. 3 covers changes to pavement and sitework, addition of ferric chloride and polymer feed lines if needed to treat JBS process upsets, addition of power and lighting panel in the former grit building, addition of key pad for access control at the new septage area entrance, deletion of suction piping modifications in the former raw wastewater pump station wetwell, addition of manhole for north interceptor HDPE lines, deletion of sodding and seeding, credit for sprinkler repair, addition of reinforced steel floor covers in the former mechanical bar screen and sluice gate openings, reimbursement for power of the City's dewatering pumps, City purchase of magnetic flow meter pipe spool, and permitting fees for the existing generators.

Item CO3-1. Pavement and Sitework Items

Initiated by: Owner

This change covers additional pavement and sitework items including concrete mow strip for new septage receiving area fencing, pavement and sidewalk changes adjacent to the former raw wastewater pumping station, patching concrete pavement near Building No. 3, installation of joint sealant near Buildings 10, 11, and primary clarifiers, and other miscellaneous sidewalk and pavement changes throughout the project area. This change also covers a credit for the City watering sod. Thirteen (13) days will be added to the Contract Time for Final Completion.

Item CO3-2. Ferric Chloride and Polymer Piping for JBS Process Upsets

Initiated by: Owner

If needed to treat JBS process upsets using chemically-enhanced primary treatment, ferric chloride feed piping at the grit basin effluent channel and polymer feed lines from the former grit building to the flow distribution structure were installed. Previous feed points were demolished as part of this contract. Four (4) days will be added to the Contract Time for Final Completion.

Item CO3-3. Power Feed in Former Grit Building

Initiated by: Owner

This item covers the addition of a 480 volt power panel, transformer, and lighting panel in the former grit building to facilitate future installation of equipment by City. Seven (7) days will be added to the Contract Time for Final Completion.

11/24/15

CO3-1

Item CO3-4. Key Pad for Access Controls

Initiated by: Owner

This item covers the installation of a key pad at the low access controls position for the new septage area entrance. Card readers are located at the low and high access controls position. No change in Contract Time.

Item CO3-5. Demolition of the Suction Piping in Former Raw Wastewater Pump Station Wetwell

Initiated by: Contractor

This item covers deletion of the demolition of suction piping modifications in the former raw wastewater pump station wetwell. City intends to fill the wetwell in the future to abandon it in place as well as remove suction piping in the former pump room. Future plans would entail capping the suction piping in the pump room in lieu of demolition of the piping in the wetwell. No change in Contract Time.

Item CO3-6. Manhole for North Interceptor HDPE Lines

Initiated by: Engineer

High density polyethylene (HDPE) lines were installed adjacent to the new north interceptor sewer by the Contractor and by the north interceptor sewer project contractor. One HDPE line would be used if the City has a future need to dose ferric chloride upstream of the new pump station for odor control. The other HDPE line would be used for power and communication cables for future flow sensing at an upstream manhole. This item covers the installation of a manhole to access and connect the HDPE lines installed under different projects. No change in Contract Time.

Item CO3-7. Grass and Sprinkler Restoration

Initiated by: Owner

Since the City plans to install a sprinkler system in the spring 2016, it was decided to delete seeding and sodding under this project and have the City seed and sod after the sprinkler system is complete. This item also includes a credit for sprinklers disturbed or removed during construction that will be repaired by City. No change in Contract Time.

Item CO3-8. Dewatering Power Usage

Initiated by: Owner

This item covers reimbursement for power of the City's dewatering pumps that were utilized by the Contractor. No change in Contract Time.

Item CO3-9. Magnetic Flow Meter Pipe Spool

Initiated by: Owner

Ductile iron flanged spools were used by the Contractor prior to installation of the magnetic flow meters. The City purchased one of the spools in the event a flow meter needs to be removed for repairs in the future. No change in Contract Time.

Item CO3-10. Floor Covers in Former Raw Wastewater Pump Station Screen Room

Initiated by: Owner

This item covers the addition of reinforced steel floor covers in the former mechanical bar screen and sluice gate openings. The covers are designed to allow storage of City's vehicles and materials. Five (5) days will be added to the Contract Time for Final Completion.

Item CO3-11. NDEQ Permit for Existing Generators

Initiated by: Owner

Contractor was required to acquire and pay for the new engine generator permit for air emissions. City elected to have Contractor permit the two existing engine generators under the same permit application. This change covers the fees paid by Contractor to its air quality consultant for the existing generators. No change in Contract Time.

**CITY OF GRAND ISLAND, NEBRASKA  
WASTEWATER TREATMENT PLANT  
AERATION BASIN IMPROVEMENTS PROJECT**

**CITY PROJECT WWTP-2013-1  
BLACK & VEATCH PROJECT NO. 175144**

**SUMMARY**

**CHANGE ORDER NO. 3**

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a "+" in front of the amount, deductions by a "-".

<u>Effect on Contract Price</u>		<u>Increase/Decrease In Contract Price (+/-)</u>
<u>Item</u>	<u>Description</u>	
CO3-1	Pavement and Sitework Items	\$12,066.00
CO3-2	Ferric Chloride and Polymer Piping for JBS Process Upsets	\$10,518.00
CO3-3	Power Feed-in Former Grit Building	\$4,385.00
CO3-4	Key Pad for Access Controls	\$1,003.00
CO3-5	Demolition of the Suction Piping in Former Raw Wastewater Pump Station Wetwell	-\$1,109.00
CO3-6	Manhole for North Interceptor HDPE Lines	\$2,620.00
CO3-7	Grass and Sprinkler Restoration	-\$63,855.00
CO3-8	Dewatering Power Usage	-\$8,840.00
CO3-9	Magnetic Flow Meter Pipe Spool	\$3,128.00
CO3-10	Floor Covers in Former Raw Wastewater Pump Station Screen Room	\$6,813.00
CO3-11	NDEQ Permit for Existing Generators	<u>\$2,688.00</u>
NET CHANGE IN CONTRACT PRICE		-\$30,583.00
BID AMOUNT OF ORIGINAL CONTRACT		\$16,918,000.00
PREVIOUS CHANGE ORDER ADJUSTMENTS		-\$67,243.00
CURRENT CONTRACT AMOUNT		\$16,850,757.00
CHANGE ORDER NO. 3		-\$30,583.00
ADJUSTED CONTRACT AMOUNT		\$16,820,174.00

Effect on Contract Time

Intermediate Milestone for Original Contract, Calendar Days (Date)	580 (February 15, 2015)
Substantial Completion for Original Contract, Calendar Days (Date)	640 (April 16, 2015)
Final Completion for Original Contract, Calendar Days (Date)	730 (July 15, 2015)
Adjusted Contract Time for Intermediate Milestone Completion per Change Order No. 1, Calendar Days (Date)	594 (March 1, 2015)
Adjusted Contract Time for Substantial Completion per Change Order No. 1, Calendar Days (Date)	669 (May 15, 2015)
Adjusted Contract Time for Final Completion per Change Order No. 1, Calendar Days (Date)	730 (July 15, 2015)
Contract Time Extension for Change Order No. 2 Items Intermediate Milestone, Calendar Days	29
Contract Time Extension for Change Order No. 2 Items Substantial Completion, Calendar Days	48
Contract Time Extension for Change Order No. 2 Items Final Completion, Calendar Days	55
Adjusted Contract Time for Intermediate Milestone Completion, Calendar Days (Date)	623 (March 30, 2015)
Adjusted Contract Time for Substantial Completion, Calendar Days (Date)	717 (July 2, 2015)
Adjusted Contract Time for Final Completion, Calendar Days (Date)	785 (September 8, 2015)
Contract Time Extension for Change Order No. 3 Items Intermediate Milestone, Calendar Days	0
Contract Time Extension for Change Order No. 3 Items Substantial Completion, Calendar Days	0
Contract Time Extension for Change Order No. 3 Items Final Completion, Calendar Days	29
Adjusted Contract Time for Intermediate Milestone Completion, Calendar Days (Date)	623 (March 30, 2015)
Adjusted Contract Time for Substantial Completion, Calendar Days (Date)	717 (July 2, 2015)
Adjusted Contract Time for Final Completion, Calendar Days (Date)	814 (October 7, 2015)

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 3. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Recommended:  
Black & Veatch Corporation

Approved:  
City of Grand Island

By: \_\_\_\_\_  
Engineering Manager

By: \_\_\_\_\_

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

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

Approved:  
Garney Construction Co.

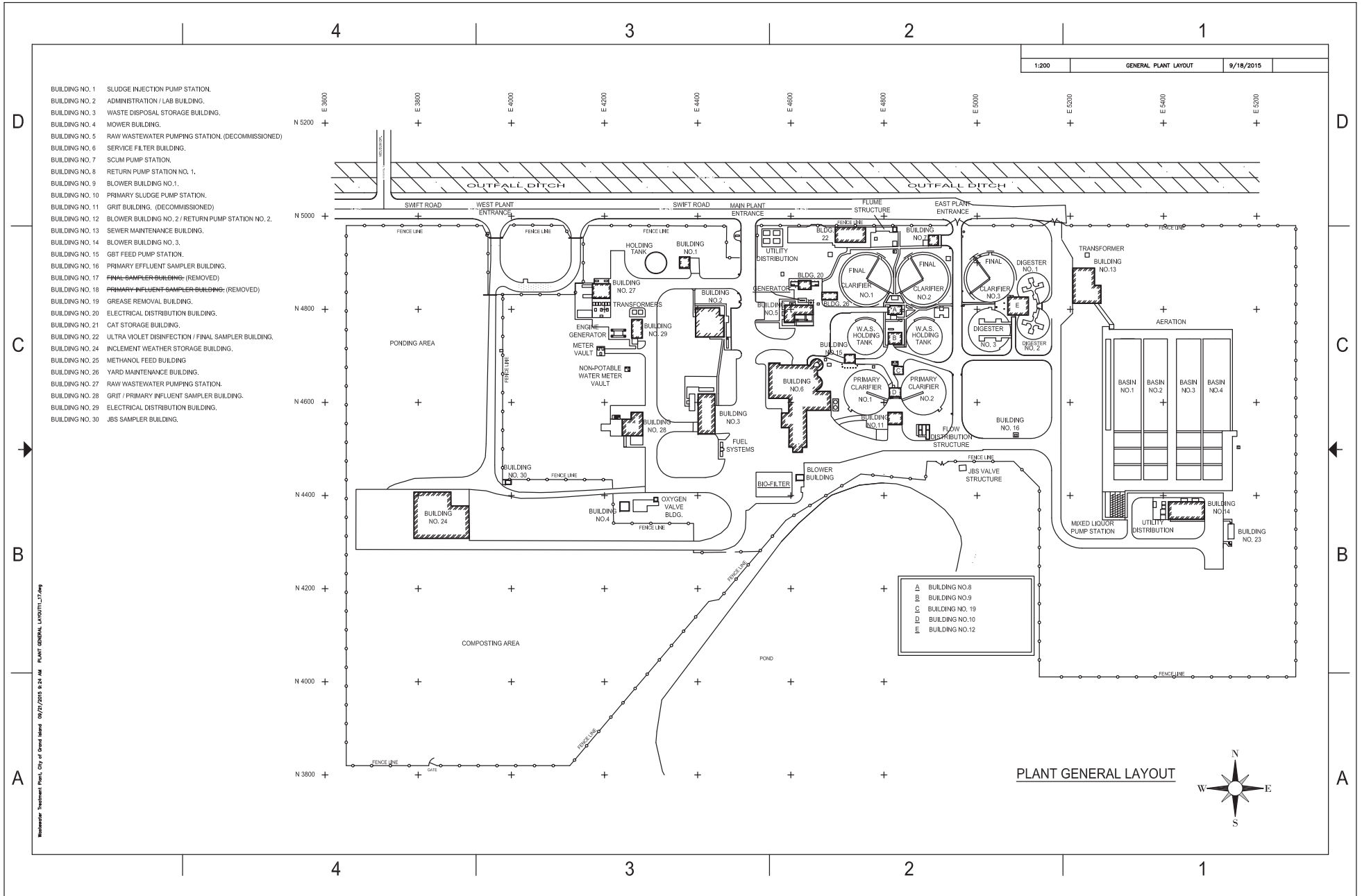
By: \_\_\_\_\_

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

DRAFT

Approved as to Form _____
Date: _____ City Attorney





RESOLUTION 2015-337

WHEREAS, on May 14, 2013, by Resolution 2013-146, the City of Grand Island awarded Garney Companies, Inc. of Gardner, Kansas the bid in the amount of \$16,993,000.00 for construction of Headworks Improvements; Project No. WWTP-2013-1; and

WHEREAS, the City rejected a bid alternative of \$75,000.00 for Plant Interceptor Piping (FRPM), which adjusted the contract amount to \$16,918,000.00; and

WHEREAS, on August 12, 2014, by Resolution No. 2014-213, City Council approved Change Order No. 1 for a decrease in the original contract amount of \$24,745.00, for a revised contract amount of \$16,893,255.00; and

WHEREAS, on April 14, 2015, by Resolution No. 2015-99, City Council approved Change Order No. 2 for a decrease in the original contract amount of \$42,498.00, for a revised contract amount of \$16,850,757.00; and

WHEREAS, it has been determined that modifications are necessary to proceed with such construction, which have been incorporated into Change Order No. 3; and

WHEREAS, the result of such modifications will decrease the contract amount by \$30,583.00 for a revised contract price of \$16,820,174.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 3 between the City of Grand Island and Garney Companies, Inc. of Gardner, Kansas to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

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

Attest:

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

Approved as to Form	☐ _____
December 4, 2015	☐ City Attorney



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-12

**#2015-338 - Approving Bid Award for One (1) 2017 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department**

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

# Council Agenda Memo

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** December 8, 2015

**Subject:** Approving Bid Award for One (1) 2017 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department

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

## Background

On November 10, 2015 the Solid Waste Division of the Public Works Department advertised for one (1) 2017 Model 90,000 GVW conventional truck-tractor. Funds for the truck-tractor are in the approved 2015/2016 budget. The solicitation was sent to six (6) potential bidders.

## Discussion

Seven (7) bids were received and opened on November 24, 2015. The Solid Waste Division of the Public Works Department and the Purchasing Division reviewed the bids received.

<b>Bidder</b>	<b>Bid Price</b>	<b>Make</b>
Hansen International Truck of Grand Island, NE	\$100,000.00	International Prostar
Nebraska Truck Center of Grand Island, NE	\$102,000.00	Freightliner M2 112 Freight
Nebraska Truck Center of Grand Island, NE	\$104,400.00	Freightliner Cascadia 113 Freight
Volvo Trucks of Omaha, NE	\$106,925.00	Volvo VNM64T200
Nebraska Peterbilt of Grand Island, NE	\$111,284.00	Peterbilt 567

NMC Truck Center of Doniphan, NE	\$124,482.00	Caterpillar CT660L
RDO Truck Center of Lincoln, NE	\$107,901.26	Mack CXU613

This truck-tractor will be an additional front-line piece of equipment that will be utilized on a daily basis for hauling solid waste from the transfer station to the landfill for disposal. There is not a piece of equipment being proposed for trade-in.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of the truck-tractor from Hansen International Truck of Grand Island, Nebraska in the amount of \$100,000.00.

### **Sample Motion**

Move to approve the purchase of the truck-tractor from Hansen International Truck of Grand Island, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** November 24, 2015 at 2:00 p.m.  
**FOR:** (1) 2017 Model 90,000 GVW Conventional Truck-Tractor  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$92,000.00  
**FUND/ACCOUNT:** 50530040-85625  
**PUBLICATION DATE:** November 10, 2015  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

<b>Bidder:</b>	<u>Hansen International Truck, Inc.</u> Grand Island, NE	<u>Nebraska Truck Center, Inc.</u> Grand Island, NE	
<b>Bid Security:</b>	Cashier's Check	Cashier's Check	
<b>Exceptions:</b>	Noted	Noted	Alternate Bid
<b>Model</b>	Prostar – International	M2 112 Freight.	Cascadia 113 Freight.
<b>Base Bid Price:</b>	\$100,000.00	\$102,000.00	\$104,400.00
<b>Trade-In:</b>	<u>\$ 15,000.00</u>	<u>\$ 20,000.00</u>	<u>\$ 20,000.00</u>
<b>Total Bid:</b>	<u>\$ 85,000.00</u>	<u>\$ 82,000.00</u>	<u>\$ 84,400.00</u>
<b>Delivery Date:</b>	75-90 days	90 days	90 days

<b>Bidder:</b>	<u>Volvo Trucks</u> Omaha, NE	<u>Nebraska Peterbilt</u> Grand Island, NE
<b>Bid Security:</b>	Cashier's Check	Cashier's Check
<b>Exceptions:</b>	None	Noted
<b>Model:</b>	VNM64T200 Volvo	567 Peterbilt
<b>Base Bid Price:</b>	\$106,925.00	\$111,284.00
<b>Trade-In:</b>	<u>\$ 11,500.00</u>	<u>\$ 15,000.00</u>
<b>Total Bid:</b>	<u>\$ 95,425.00</u>	<u>\$ 96,284.00</u>
<b>Delivery Date:</b>	02/15/16	90 days

<b>Bidder:</b>	<b><u>NMC Truck Center</u></b> <b>Doniphan, NE</b>	<b><u>RDO Truck Center</u></b> <b>Lincoln, NE</b>
<b>Bid Security:</b>	<b>Travelers Casualty &amp; Surety Co.</b>	<b>Island Insurance Co.</b>
<b>Exceptions:</b>	<b>Noted</b>	<b>Noted</b>
<b>Model:</b>	<b>CT660L CAT</b>	<b>CXU613 Mack</b>
<b>Base Bid Price:</b>	<b>\$124,482.00</b>	<b>\$107,901.26</b>
<b>Trade-In:</b>	<b><u>\$ 15,000.00</u></b>	<b><u>None</u></b>
<b>Total Bid:</b>	<b>\$109,482.00</b>	<b>\$107,901.26</b>
<b>Delivery Date:</b>	<b>01/25/16</b>	<b>Between March &amp; April</b>

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
William Clingman, Interim Finance Director  
Jeff Wattier, Solid Waste Superintendent

**P1853**

RESOLUTION 2015-338

WHEREAS, the City of Grand Island invited sealed bids for one (1) 2017 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on November 24, 2015 bids were received, opened and reviewed; and

WHEREAS, Hansen International Truck of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$100,000.00; and

WHEREAS, Hansen International Truck's bid is fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hansen International Truck of Grand Island, Nebraska in the amount of \$100,000.00 for one (1) 2017 Model 90,000 GVW Conventional Truck-Tractor is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

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

Attest:

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

Approved as to Form	☐ _____
December 4, 2015	☐ City Attorney





# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-13

**#2015-339 - Approving Medical Supplies Contract with Saint Francis Medical Center**

Staff Contact: Russ Blackburn

# Council Agenda Memo

**From:** Russ Blackburn, EMS Division Chief

**Meeting:** December 8, 2015

**Subject:** Medical Supplies Contract with Saint Francis Medical Center

**Presenter(s):** Russ Blackburn, EMS Division Chief

## Background

The Grand Island Fire Department ambulances have always restocked supplies, in common between the hospital and the ambulance service, from supplies provided to the Fire Department by Saint Francis. Saint Francis then bills the Fire Department monthly for Saint Francis' acquisition cost. The benefit of this has been low cost supplies for the Fire Department because Saint Francis buys in larger quantities than the Fire Department could purchase. Saint Francis benefits because the ambulances start procedures in the field using the same supplies that Saint Francis uses; they do not need to be changed to hospital specific equipment upon the patients' arrival at the Emergency Department.

## Discussion

It was recently discovered by Saint Francis Medical Center that this arrangement had not been formalized by a contractual agreement, so they created a contract to formalize this process. Saint Francis' contract has been reviewed by Assistant City Attorney Stacy Nonhof and she approved of the contracts wording. The contract now needs the Council's approval and the Mayor signature so that ambulance resupplying can continue as it has for the history of the ambulance service.

## 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 Ambulance Restocking Agreement between Saint Francis Medical Center and the City of Grand Island for the continued ability to restock ambulance with supplies provided by Saint Francis.

## **Sample Motion**

Move to approve the Ambulance Restocking Agreement between Saint Francis Medical Center and the City of Grand Island.

## AMBULANCE RESTOCKING AGREEMENT

This AMBULANCE RESTOCKING AGREEMENT ("Agreement") is made and entered into effective as of the date last signed below by all parties to this Agreement ("Effective Date") and is by and between Saint Francis Medical Center d/b/a CHI Health St. Francis, a Nebraska nonprofit corporation ("CHI Health"), and the City of Grand Island, Nebraska ("Squad").

### RECITALS

- A. CHI Health owns and operates an acute care general hospital that has, as a component of its services, an emergency department that receives patients transported by Squad units.
- B. Patients experiencing medical emergencies are brought to CHI Health for trauma care in accordance with applicable laws for the purpose of improving access to and quality of emergency services. CHI Health's restocking of Squad units contributes to the quality of emergency care in the community by enabling Squad units to proceed immediately to the next call without making additional restocking stops and by ensuring that proper medications and adequate supplies are available for the next patient.
- C. Squad wishes to develop a uniform arrangement whereby CHI Health may restock ambulances with drugs and supplies, when such ambulances transport patients to CHI Health, in a manner consistent with Medicare, Medicaid, and other third party payor billing requirements, and applicable Medicare statutes and regulations.

**NOW, THEREFORE**, the parties agree as follows:

1. **Restocking of Supplies.** CHI Health shall restock Squad's ambulances with Supplies provided to patients who are transported to CHI Health by Squad, as requested from time to time by Squad. As used herein, "Supplies" includes, but is not limited to, non-narcotic drugs, nonreusable linens, needles, syringes, bandages, IV solutions, masks, tape, tubing, ECG pads, tourniquets, and gloves. The parties will develop procedures for ambulance squads to request that Supplies be restocked and for documenting the Supplies furnished by CHI Health pursuant to such request. Squad agrees to use such restocked Supplies only as a part of its emergency medical response at the scene of an emergency or in transport to a hospital and will not resell them to any third party or use them for any other purpose.
2. **Type and Quantity of Restocked Supplies.** CHI Health's obligation to restock Squad's ambulance with Supplies shall be subject to CHI Health having a sufficient quantity of such Supplies on hand and available to provide to Squad. CHI Health reserves the right to provide Supplies of a type and quantity normally maintained by CHI Health, but not necessarily of the same brand provided by Squad to its transported patients.
3. **Billing of Patients for Supplies.** Squad shall have the sole right to bill patients and third party payors for any Supplies furnished by Squad during or incidental to transport and that are restocked by CHI Health pursuant to this Agreement. CHI Health agrees not to bill or collect from any patient or third party payor for any such Supplies. In the event that CHI Health receives any payment for Supplies provided to patients during or incidental to transport to CHI

Health and that have been restocked by CHI Health pursuant to this Agreement, CHI Health shall promptly return such payment to the payor.

4. **Payment for Supplies.** Payment for Supplies shall be based on CHI Health's actual acquisition cost. Within ten (10) days after the end of each month, CHI Health shall bill Squad for all Supplies furnished by CHI Health during the prior month. CHI Health shall prepare and furnish to Squad written documentation which identifies Supplies which CHI Health has provided to Squad. Squad shall pay CHI Health within twenty (20) days of the receipt of such bill.

5. **No Obligation to Refer.** Nothing herein shall in any way be construed to require or induce either party to admit, refer or transfer patients to the other.

6. **Insurance.** Each of the parties shall, at its sole cost and expense, procure, keep, and maintain throughout the term of the Agreement, insurance coverage in sufficient amounts to cover the work being performed by said party and the representations, obligations and warranties of said party pursuant to the Agreement. Said policy(ies) shall cover all of said party's obligations under the Agreement. By requiring insurance, neither party represents that coverage and limits will necessarily be adequate to protect the other party, and such coverage and limits shall not be deemed as a limitation on the other party's liability in connection with the Agreement.

Each party agrees to be self-insured and/or obtain and maintain in force and effect liability insurance to insure themselves and their respective personnel for liability arising out of activities to be performed under, or in any manner related to, this Agreement.

Each party agrees to be self-insured or provide professional liability and general liability insurance for itself, its agents and employees. Each party shall be self-insured or maintain professional liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Each party shall also be self-insured or maintain comprehensive general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each party shall also be self-insured or maintain commercial workers' compensation insurance in the state of Nebraska, with statutory limits.

Both parties agree that such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days' advance written notice to the other party.

On or before the commencement of this Agreement, and upon reasonable request thereafter, the parties agree to furnish the other with appropriate certificates of insurance or financial documentation evidencing sufficient and adequate self-insurance, subject to the other party's review and approval in its sole discretion. Except as may be otherwise agreed to in writing, Squad shall furnish CHI Health with said certificates of insurance or financial documentation regarding self-insurance at the following address: Catholic Health Initiatives, Contract Administrator, 12809 West Dodge Road, Omaha, NE 68154, and CHI Health shall furnish Squad with said certificates of insurance or financial documentation regarding self-insurance at the following address: \_\_\_\_\_.

7. **Term of the Agreement.** The term of this Agreement shall be for one year commencing on the Effective Date. This Agreement shall be automatically renewed for successive one-year terms unless sooner terminated as provided in this Agreement.

8. **Termination of the Agreement.**

- a. **Termination without Cause.** Either party may terminate this Agreement without cause upon not less than ninety (90) days written notice to the other party. The parties may mutually agree to terminate the Agreement in writing at any time.
- b. **Termination for Cause.** Either party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event that: (1) either party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party; (2) the business of either party is terminated or suspended; (3) a petition for bankruptcy is filed by or against either party; (4) a receiver is appointed on account of either party's insolvency; or (5) if any assignment is made of either party's business for the benefit of its creditors. In addition, CHI Health shall have the right to terminate this Agreement without notice in its sole discretion to preserve the quality of patient services and/or to protect the health, safety, or welfare of patients, employees, or other persons because of any act or omission of Squad or any person under the direction of Squad; provided, however, that CHI Health will not terminate this Agreement if Squad terminates the offending employee(s). Additionally, this Agreement will terminate automatically upon the occurrence of the conditions described in the Excluded Provider section set forth in this Agreement. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of the Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

9. **Compliance with CHI Standards of Conduct.** Squad recognizes that it is essential to the core values of CHI Health that all persons and entities employed by or otherwise contracting with CHI Health at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the Catholic Health Initiatives ("CHI") Standards of Conduct, as amended from time to time. As of the effective date of this Agreement, the CHI Standards of Conduct are set forth in Our Values & Ethics at Work Reference Guide ("Reference Guide"), which is available at the following website: <http://www.catholichealthinitiatives.org/corporate-responsibility>. Squad acknowledges that it has electronically accessed, obtained, or otherwise received a copy of the Reference Guide and has read and understands same, and hereby agrees that, so long as the Agreement remains in effect, Squad shall act in a manner consistent with, and shall at all times abide by, such Standards of Conduct, to the extent they are applicable to Squad in the performance of the Agreement. In the event that CHI Health determines in good faith that Squad has breached its obligations under this section, CHI Health may, upon notice to Squad, immediately terminate the Agreement.

10. **Ethical and Religious Directives.** CHI Health's conduct and dealings are subject to, and are to be performed in accordance with, the Ethical and Religious Directives for Catholic Health Care Services, Fifth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop ("ERDs"). The ERDs are available at the following website: <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>. To the extent applicable to the duties and obligations set forth in the Agreement, Squad agrees to take no action that will interfere with CHI Health's obligation to conduct its activities in accordance with the ERDs and, in the event that such obligation is placed at risk, CHI Health may, at its option, terminate the Agreement immediately or work with Squad to eliminate the risk.

11. **Compliance with All Laws.** Each of the parties represents that its performance under this Agreement shall fully comply with all applicable federal, state, and local statutes, rules, regulations, and applicable standards of other professional organizations, and that it shall be deemed a material breach of the Agreement by a party if it shall fail to comply with this representation. If such a breach is not cured in accordance with the Agreement, the non-breaching party may immediately terminate the Agreement without penalty and without limiting any other rights or remedies set forth in the Agreement. Specifically, but not by way of limitation, each of the parties represents that its performance under the Agreement shall comply with all applicable statutes, rules, regulations, accreditation standards, and other applicable standards of: Medicare; Medicaid; the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009 and the regulations promulgated thereunder; the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder, and updates to incorporate any changes to such statutes, rules, regulations, and applicable standards.

12. **Confidentiality.** The parties shall maintain the confidentiality of patient medical records and treatment in accordance with state and federal laws. Squad acknowledges that information regarding CHI Health's business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement schedules, contracts, business plans and such other business records is proprietary and confidential, and agrees to hold such information in strict confidence and not to disclose or make available such information to any third party, except as required by law. This provision shall survive termination of this Agreement.

13. **Nondiscrimination.** In the performance of the Agreement, the parties will not discriminate against anyone with respect to race, color, creed, sex, age, national origin, ancestry, religion, marital status, handicap, disability, veteran status or any other legally-protected category of persons. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974 governing the privacy of student records.

14. **Notice.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile, or (d) deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at

the address set forth below, or at such other address as such party shall have specified by notice given in accordance with the provisions of this section:

**If to CHI Health:**

CHI Health St. Francis  
Attn: Dan McElligott, FACHE, FHFMA  
2620 W Faidley Avenue  
Grand Island, NE 68803

***With a copy by regular United States mail, postage prepaid, to:***

CHI Health  
VP, Regional General Counsel  
12809 West Dodge Road  
Omaha, NE 68154

**If to Squad:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***With a copy by regular United States mail, postage prepaid, to:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. **Excluded Provider.** Squad hereby represents and warrants that it is not now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Squad hereby agrees to immediately notify CHI Health of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Squad is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Squad is in breach of this section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Squad shall indemnify and hold harmless CHI Health against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this section by Squad, or due to the exclusion of Squad from a federally funded health care program, including Medicare or Medicaid.

16. **Jeopardy.** Notwithstanding anything to the contrary contained in the Agreement, in the event the performance by either party of any term, covenant, condition, or provision jeopardizes the licensure of CHI Health, its participation in, or payment or reimbursement from, Medicare, Medicaid, or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of CHI Health, any of CHI Health's property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing CHI Health or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, CHI Health may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days thereafter, CHI Health may, at its option, terminate the Agreement immediately.

17. **Independent Contractor Relationship.** None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities



contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. Squad agrees to comply with and assist CHI Health in observing federal and state accreditation standards, including, if applicable, standards of The Joint Commission, Nebraska Department of Health and Human Services, and/or Iowa Department of Inspection and Appeals.

18. **Recordkeeping.** If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of the Agreement, Squad shall make available, upon written request by the Secretary of the Department of Health and Human Services ("the Secretary"), or upon request by the Comptroller General of the United States General Accounting Office ("the Comptroller General"), or any of their duly authorized representatives, a copy of the Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Squad under the Agreement. Squad further agrees that, in the event it carries out any of its duties under the Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

19. **Prohibition on Child Labor and Human Trafficking.** Each party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Protection Act of 2000, Executive Order – Strengthening Protections Against Trafficking in Persons in Federal Contracts, Federal Acquisition Regulations ("FAR"), the provisions of the International Labor Organization's ("ILO") Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization ("ISO") certification, the parties represent and warrant that as applicable each complies with the Social Accountability Guidelines pursuant to which a party disqualifies any site that uses unacceptable manufacturing practices, such as child labor, forced labor, unsafe or unsanitary working conditions, or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organized Crime, 15 November 2000, available at <http://www.unhcr.org/refworld/docid/4720706c0.html>). Squad acknowledges CHI Health's efforts on human trafficking found at <http://www.catholichealthinit.org/human-trafficking-how-you-can-help> and represents and

warrants to CHI Health that it undertakes periodic inspections of any subcontractor and manufacturer involved in the provision of its products/devices, items or services hereunder to ensure compliance with the foregoing. Squad agrees upon request to provide CHI Health with evidence and/or recordkeeping of its compliance with this provision.

20. **Governing Law.** This Agreement shall be subject to, construed under, and governed by the laws of the State of Nebraska and, to the extent applicable, the Internal Revenue Code and its regulations, and governmental reimbursement statutes and regulations. However, if applicable, Squad does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

21. **Exclusive Jurisdiction.** Any action or proceeding against any of the parties hereto relating in any way to this Agreement or the obligations hereunder shall be brought and enforced exclusively in the competent courts of Hall County, Nebraska, and the parties hereto consent to the exclusive jurisdiction of such courts in respect to such action or proceeding.

22. **Assignment.** Neither this Agreement nor any rights or duties under this Agreement may be assigned by either party, except upon written agreement signed by both parties.

23. **Amendment.** This Agreement may be amended at any time by mutual agreement of both parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties, and placed in an addendum to this Agreement.

24. **Severability.** In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nebraska legislature, or by any regulation duly promulgated by officers of the United States or the State of Nebraska acting in accordance with law, or is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

25. **Headings.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.

26. **Waiver.** Waiver of a breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.

27. **Entire Agreement.** This Agreement and any Addendums hereto constitute the entire written agreement of the parties regarding the subject matter of this Agreement and supersedes any prior agreements of the parties, whether written or oral, regarding the subject matter of this Agreement.

28. **Authority.** By executing this Agreement, the undersigned individuals represent that they are duly authorized to make and enter into this Agreement and that this Agreement constitutes the valid and binding obligations of the parties and is enforceable in accordance with its terms.

29. Successors. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

**SAINT FRANCIS MEDICAL CENTER d/b/a  
CHI HEALTH ST. FRANCIS**

**CITY OF GRAND ISLAND, NEBRASKA**

By: <u><i>Dan McElligott</i></u>	By: _____
Print: <u>Dan McElligott, FACHE, FHFMA</u>	Print: _____
Title: <u>President</u>	Title: _____
Date: <u>11/19/15</u>	Date: _____

RESOLUTION 2015-339

WHEREAS, the Grand Island Fire Departments ambulances have always restocked some supplies from Saint Francis Medical Center; and

WHEREAS, Saint Francis now wants a contract to formalize the arraignment; and

WHEREAS, the arraignment is mutually beneficial.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, Move to approve the Ambulance Restocking Agreement between Saint Francis Medical Center and the City of Grand Island for the continued ability to restock ambulance with supplies provided by Saint Francis.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

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

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
December 4, 2015       ✕ City Attorney



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item G-14

**#2015-340 - Approving Physio-Control Lucas Device Maintenance Contract**

Staff Contact: Russ Blackburn

# **Council Agenda Memo**

**From:** Russ Blackburn, EMS Division Chief  
**Meeting:** December 8, 2015  
**Subject:** Physio-Control Lucas Device Maintenance Contract  
**Presenter(s):** Russ Blackburn, EMS Division Chief

## **Background**

Earlier this year the City Council approved the Fire Department to accept a grant for two Physio Control Lucas Devices. The Lucas Devices do chest compressions during cardiac arrest of a patient freeing emergency responders to do other treatments during a code blue call.

## **Discussion**

As required by Nebraska law ambulance services have to maintain equipment used on ambulances according to the manufactures recommendations. For Physio-Control this is through their annual inspection and maintenance program. This maintenance contract for the Lucas Devices is for four years at a cost of 9,696.00 per year.

This is the same type of maintenance agreement the City Council approved at the last Council meeting for the cardiac monitors the department owns.

## **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 maintenance contract with Physio Control Corporation.

## **Sample Motion**

Move to approve the maintenance contract with Physio Control Corporation.

# TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 00558203  
GRAND ISLAND FD  
1720 N BROADWELL  
GRAND ISLAND, NE 68803

Bill To # 00558202  
GRAND ISLAND FD  
100 E FIRST ST  
GRAND ISLAND, NE 68802


This Technical Service Support Agreement begins on 9/8/2016 and expires on 9/7/2020.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$9,696.00 per term, payable in Annual installments.

### Special Terms

15% DISCOUNT ON ACCESSORIES  
15% DISCOUNT ON ALL ELECTRODES  
Agreement must be returned signed by 1/8/16 to maintain  
17% discount per the Helmsley Grant.

Accepted:  Physio-Control, Inc.

Customer:

By:

By:

Title: **Contract Analyst**

Print:

Date: **11/25/2015**

Title:

Date:

Purchase Order Number:

Territory Rep: WEMM59

Customer Contact:

Jeremy Stevens

Russ Blackburn

Phone:

Phone: (308) 389-0227

FAX: 800-772-3340

FAX:

Reference Number: FE-0063

New

Printed: 11/25/2015

Page 1 of 5



**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS**

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

**SERVICES.** The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"*Repair Plus Service*" or "*Repair Only Service*" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"*Preventative Maintenance*" or "*Inspection Only Service*" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"*Comprehensive Service*" or "*Repair & Inspect Service*" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"*Battery Replacement Service*" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"*On-Site Service*" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"*Ship-In Service*" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**EXCLUSIONS.** Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

**LOANERS.** If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

Reference Number: FE-0063

New

Printed: 11/25/2015

Page 2 of 5

removed Covered Equipment or Physio-Control's request.

**UPDATES.** "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

**UPGRADES.** "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

**PRICING.** Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

**PAYMENT.** Payment is due within thirty (30) days of invoice date.

**WARRANTY.** Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

**TERM.** The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. Prices are subject to change upon renewal.

**TERMINATION.** Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

**DELAYS.** Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

**DEVICE INSPECTION BEFORE ACCEPTANCE.** Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

**MISCELLANEOUS.** (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

Reference Number: FE-0063

New

Printed: 11/25/2015

Page 3 of 5

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE A**

Contract Number:

Servicing Rep: Jeremy Stevens, WEMM59

District: MIDWEST

Phone:

FAX: 800-772-3340

Equipment Location: GRAND ISLAND FD, 00558203  
 1720 N BROADWELL  
 GRAND ISLAND, NE 68803

Scope Of Service On Site Preventative Maintenance; Ship In Repair Plus

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LUCAS US	3302430-144	3015D739	1	9/8/2016	9/7/2020	4
LUCAS US	3302430-144	3015D741	2	9/8/2016	9/7/2020	4

\*\* Denotes an inventory line that has changed since the last contract revision or addendum.

Reference Number: FE-0063

Printed: 11/25/2015

New

Page 4 of 5

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE B**

LUCAS® 1 Chest Compression System Services  
(LUCAS 1 Service is Ship-in Service only)

LUCAS® 1 Chest Compression System Comprehensive Service (Ship-In Service Only)

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Repair Plus Service (Ship-in Service Only)

- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Preventative Maintenance Service (Ship-in Service Only)

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Services

LUCAS® 2 Chest Compression System Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Battery Replacement Service
  - o For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device Operating Instructions, or upon battery failure
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Battery Replacement Service
  - o For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

Reference Number: FE-0063

New

Printed: 11/25/2015

Page 5 of 5

RESOLUTION 2015-340

WHEREAS, the City of Grand Island Fire Department has two Lucas Devices to do compressions on our patients in cardiac arrest; and

WHEREAS, the Lucas Devices have to be inspected yearly for proper performance as protection from liability; and

WHEREAS, the four year maintenance contract with Physio-Control specifies yearly inspections and no additional cost maintenance for the term of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the four year maintenance agreement with Physio-Control.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2015.

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

Attest:

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

Approved as to Form	☐ _____
December 4, 2015	☐ City Attorney



# **City of Grand Island**

**Tuesday, December 8, 2015**

**Council Session**

## **Item H-1**

**Consideration of Forwarding Blighted and Substandard Area #19  
(Mark Otto – Premier Home Sales) to the Hall County Regional  
Planning Commission**

**Staff Contact: Chad Nabity**

# Council Agenda Memo

**From:** Chad Nabity, AICP  
**Meeting:** December 8, 2015  
**Subject:** Proposed Blighted and Substandard Area #19  
**Presenter(s):** Chad Nabity, Director Grand Island CRA

## Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Mark Otto by Marvin Planning Consultants. This study is for approximately 11.94 acres of property in southeast Grand Island located north of U.S. Highway 34 and east of Locust Street. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Mr. Otto has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. Mr. Otto is representing persons proposing to purchase property in this area and would proceed with further development of the property if the area can be declared blighted and substandard. The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission the Council cannot declare the area substandard and blighted. Planning Commission will meet on January 6 and would have a recommendation ready following that meeting.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing. Should this be approved you can anticipate that Mr. Otto and his investors will submit an application for TIF to assist with the costs associated with fully developing this property.

## Discussion

The action item tonight relate to the Study for proposed CRA Area No. 19 in southeast Grand Island as shown below. The study was prepared for 11.94 acres, of all of which are in the Grand Island City Limits. This property was not included with the adjacent Area 2 in 1999-2000 because it was not in the city limits at that time.



Robert Sivick, City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutory procedures for accomplishing blight relief include the following steps: (1) the identification of a community redevelopment area consisting of portions of a city declared to be substandard or blighted in accordance with statutory definitions



and in need of redevelopment, (2) the formulation of a redevelopment plan for such area or a redevelopment project within such area, and (3) the implementation of the redevelopment plan through various means including acquisition, sale, leasing, and contracting for redevelopment. Nebraska Revised State Statutes (NRSS) 18-2103, 18-2107, and 18-2109.

Under this statutory scheme, the governing body shall afford maximum opportunity consistent with the sound needs of the city as a whole to the rehabilitation or redevelopment of the community redevelopment area by private enterprise. A private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment. See *Monarch Chemical Works, Inc. v. City of Omaha*, 203 Neb. 33, 277 N.W.2d 423 (1979), *Fitzke v. Hastings*, 255 NEB 46 (1998)

At this point, Council is only considering point 1 of Mr. Sivick's opinion. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

### **Blighted Area of the Community**

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of December 1, 2015, 19.78% of the City has been declared blighted and substandard. Area 19 would add another 0.06% bringing the total area declared to 19.84%. The CRA commissioned a study of the Veteran's Home property (Proposed Area 16) that covered 530 acres and would if approved add 2.77% to the total declared blighted and substandard. If both areas were to be approved and there are no changes in the city limits or areas declared blighted and substandard 22.61% of the city would be declared blighted and substandard.

It does not appear that the declaration of Area 19 would significantly impact the City's ability to declare other areas substandard and blighted.

## **Alternatives**

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

1. Move to forward the Study to the Planning Commission for their recommendation.
2. Move to not forward the Study to the Planning Commission for their recommendation
3. Refer the issue to a Committee
4. Postpone the issue to future date
5. Take no action on the issue

## **Recommendation**

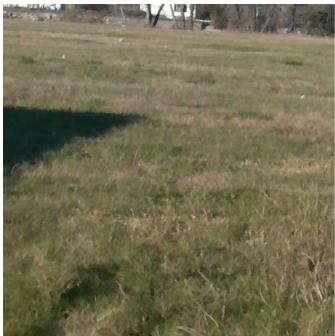
City Administration recommends that the Council Move to forward the Study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

## **Sample Motion**

Move to adopt resolution to forward the Study to the Planning Commission for their review and recommendation.



## Grand Island, Nebraska Blight and Substandard Study - Area 19





## **PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by the Mark Otto in order to analyze the possibility of declaring the area as blighted and substandard.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

*"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".*

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

*"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."*

Blight and Substandard are defined as the following:

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

*"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which*

*endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted 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 shall not designate an area larger than one hundred percent of the as blighted;"*

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. The Redevelopment Plan portion of this report will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present which qualify the area as blighted and substandard.

### **BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY**

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area includes what was once a ball field location and a farm house within the corporate limits of Grand Island.

Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

#### **Study Area**

The Study consists of Lot 3 of Vanosdall 2<sup>nd</sup> Subdivision, as proposed and an adjacent property described as Misc. Tracts PT S1/2 SW1/4 SW1/4 27-11-9 containing 11.94 acres.

Figure 1  
Study Area Map



Source: Marvin Planning Consultants 2015

## EXISTING LAND USES

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community, and produce a number of impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

### Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

**TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2015**

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	1.2	100.0%	10.1%
Single-family	1.2	100.0%	10.1%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	0	0.0%	0.0%
Industrial	0.00	0.0%	0.0%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0.00	0.0%	0.0%
<b>Total Developed Land</b>	<b>1.2</b>	<b>100.0%</b>	
Vacant/Agriculture	10.74		89.9%
<b>Total Area</b>	<b>11.94</b>		<b>100.0%</b>

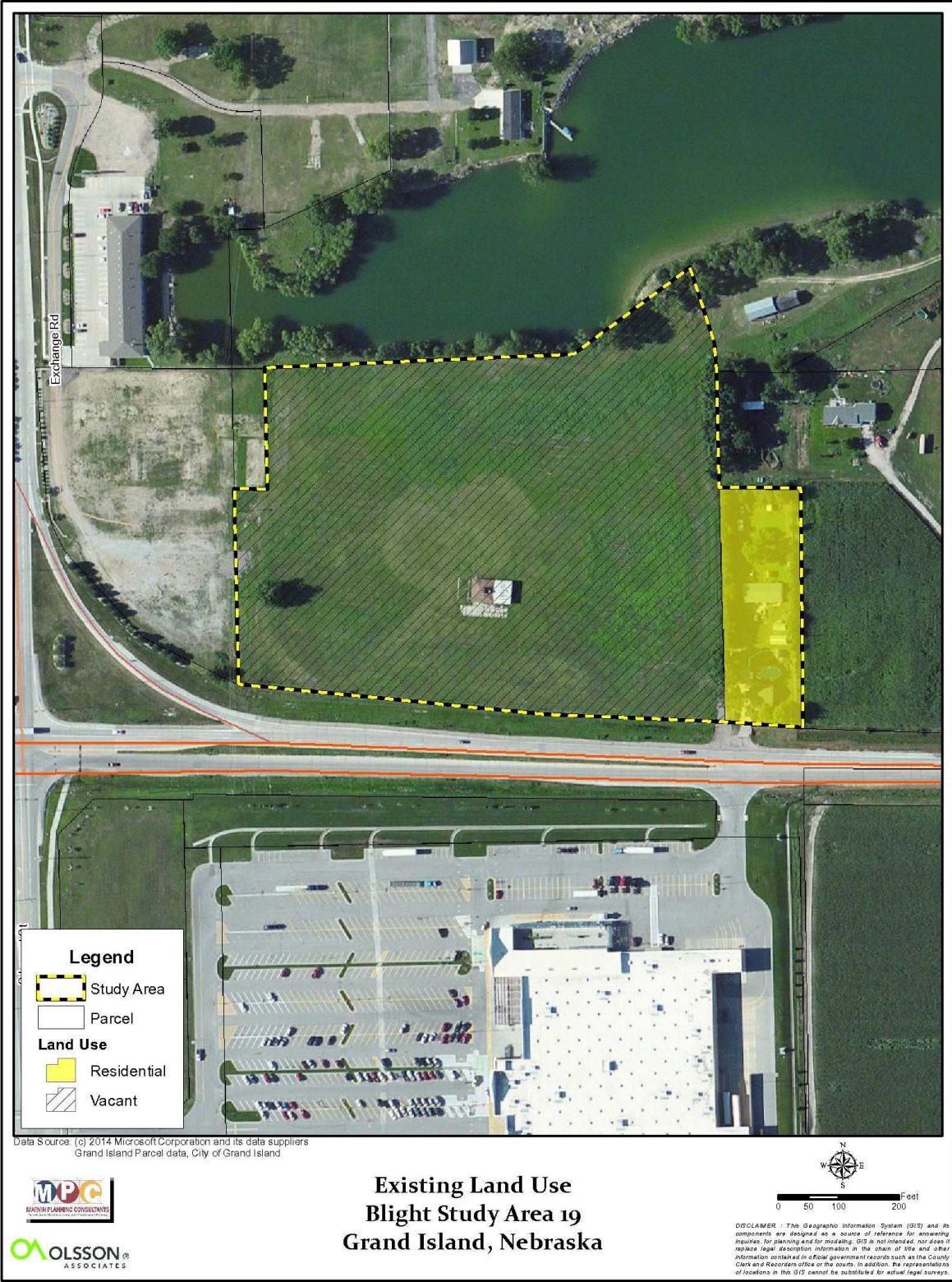
Source: 2015 Grand Island Blight Study Area 19, Marvin Planning Consultants

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area.

The Study Area is predominately vacant but is attached to a property with an older farm house. The vacant property at one point in the lands life was a ball field (the old concession stand and game room still are on the property).



**Figure 2**  
**Existing Land Use Map**



Source: Marvin Planning Consultants, 2015

**FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY**

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

**CONTRIBUTING FACTORS**

There were a number of conditions examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

**Age of Structure**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of two primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 1 (50.0%) units were determined to be 40 years of age or older
- 1 (50.0%) units were determined to be less than 40 years in age

The age of the structures would be a direct contributing factor.

**Figure 3  
Unit Age Map**



Source: Marvin Planning Consultants, 2015

**Structural Conditions**

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area. The old concession stand was evaluated by the planning team.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 ( 0.0% ) structures rated as very good
- 0 ( 0.0% ) structures rated as good
- 1 (50.0%) structures rated as average
- 1 (50.0%) structure rated as badly worn

**Figure 4  
Structural Conditions**



Source: Marvin Planning Consultants, 2015

Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common that the older a structure gets the more maintenance and upkeep are required in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structure is a contributing factor.

**Deterioration of Site or Other Improvements**

**Sidewalk Conditions**

Sidewalks, regardless of the area and uses within a community, should provide a safe means of movement for pedestrians. Sidewalks become increasingly more important along transportation routes considered to be arterials and highways. A sidewalk allows for pedestrian movement while keeping people off of heavily traveled streets.

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

**Figure 5  
Sidewalk Conditions**



Source: Marvin Planning Consultants, 2015

Within the study area there is approximately 893 lineal feet of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 0 (0.0%) lineal feet of adequate sidewalk
- 0 (0.0%) lineal feet of deteriorating sidewalk
- 893 (100.0%) lineal feet of no sidewalk.

There are no sidewalks present within the study area accessible to pedestrian traffic. Considering the uses along US Highway 34 to the south there should be sidewalk in place.

**Curb and Gutter**

Curb and Gutters have a number of direct and indirect roles in neighborhoods. Their primary functions is to be a barrier to collect and direct water to be drained away. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area were examined similarly to sidewalks. The curb and gutter were graded as either adequate, deteriorating, dilapidated, or missing.

Within the study area there is approximately 893 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- 0 (0.0%) lineal feet of adequate curb and gutter
- 0 (0.0%) lineal feet of deteriorating curb and gutter
- 893 (100.0%) lineal feet of no curb and gutter or rural section.

**Figure 6  
Curb and Gutter Conditions**



Source: Marvin Planning Consultants, 2015

In total, 100% of the curb and gutters are missing. See Figure 6 for the locations of these curb and gutter. The area is designed for surface drainage as opposed to underground stormwater piping.

Due to the large amount of missing curb and gutter, the curb and gutter conditions would be a direct contributing factor.

**Drainage Conditions**

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems.

Another item of note deals with the actual number of stormwater inlets in the study area. There are no stormwater inlets within the entire study area. All of the water has to surface drain or be absorbed into the soils.

Figure 7 is an existing topographic map from the City of Grand Island's website. The map confirms the flatness of the area along US Highway 34. The most common contours identified on the map is the 1850 and 1855; however, they are separated by a great deal of distance.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

Drainage also can be tied directly to the, curb and gutter conditions.

**Figure 7  
Topographic Map of Study Area**



Source: City of Grand Island (topographic map) and Marvin Planning Consultants

**Faulty Lot Layout**

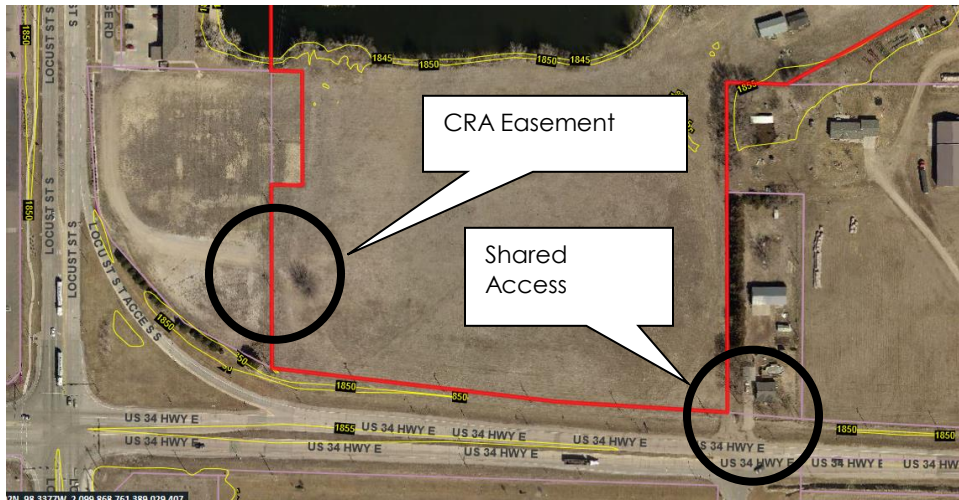
Faulty lot layout can lead to a number of issues including size of a lot, adequacy of the lot for the use, accessibility to the lot and/or the usefulness of the lot. There are a number of factors to examine within this particular study area.

**Accessibility of the Lots**

Currently the has two points of access. Both of these points are less than ideal. The first is a shared access with the homeowner directly east of the primary property. The second is via an easement granted by the Grand Island CRA through their adjacent property to reach this

property. Accessibility to this area is greatly reduced due to the access management policy along US Highway 34 by the Nebraska Department of Roads.

**Figure 8**  
**Topographic Map of Study Area**



Source: Marvin Planning Consultants, 2015

**Insanitary or Unsafe Conditions**

There are a number of factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

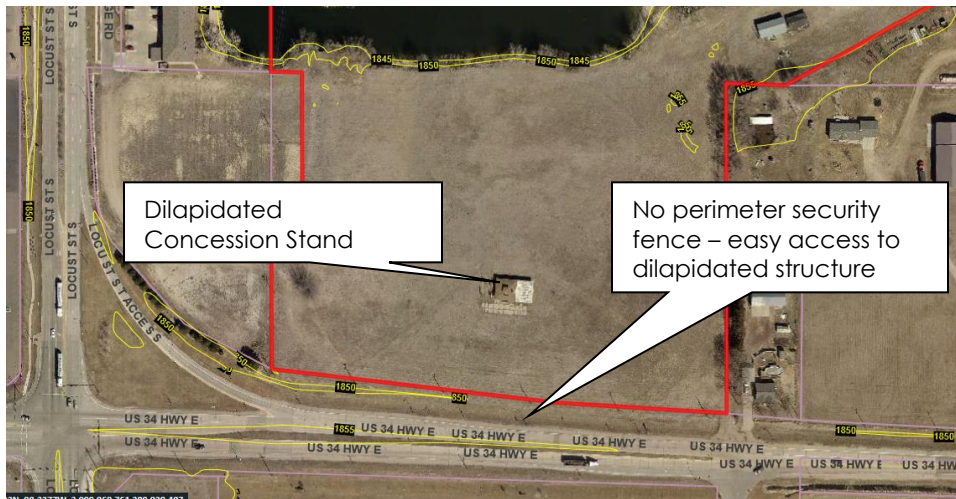
***Deteriorated structure***

The old concession stand on the largest parcel in this study is a considerable hazard. This building is extremely bad condition and presents potential life threatening hazards if anyone were to sneak onto the property.



**Unsecured Areas**

The primary parcel is currently unsecured and has the hazardous building as discussed in the previous paragraph. Steps need to be taken to either secure the property or eliminate the hazardous conditions.



**Existence of Conditions endangering life or property due to fire or other causes**

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

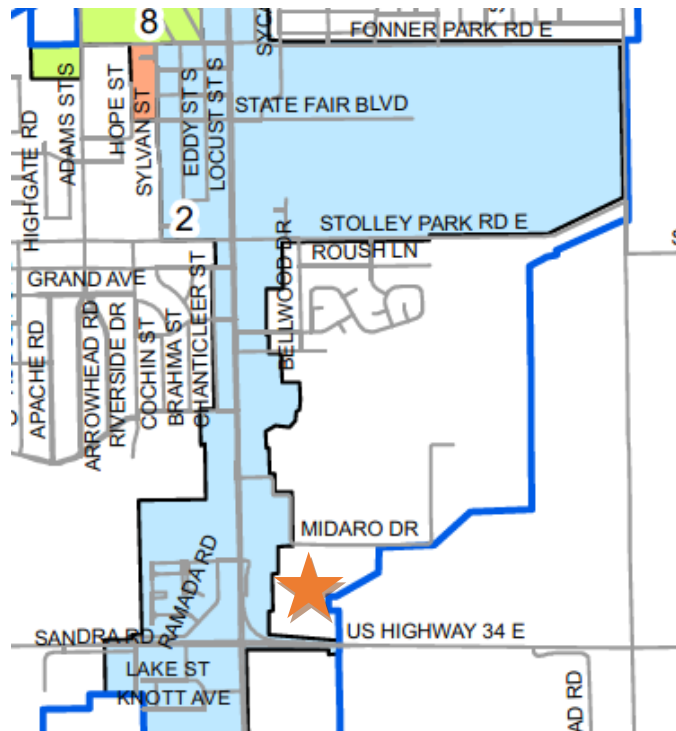
- The presence of an extremely deteriorated and hazardous structure.
- Proximity to a sand pit lake on the northern edge of the property.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

**Combination of factors which are impairing and/or arresting sound growth**

Within this small study area there are a number of factors that are impairing or arresting sound growth. A couple of these include:

- The lack of good access to the site from US Highway 34 and South Locust Street.
- Access to sanitary sewer, closest sanitary sewer connection is north of sandpit lake (north of site). Sanitary sewer will need to be run around the east end of the sandpit lake to the site.
- Access to water. Nearest water line is across US Highway 34 on the Wal-Mart property.
- Existing Blight and Substandard Area 2 which is along South Locust Street. Area 19 would likely have been included in Area 2 if it had been in the corporate limits at the time Area 2 was completed.
- Sand pit lake to the north.



Based upon the review of the area, there are sufficient elements present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.



## **Stable or decreasing population based on the last two decennial censuses**

Over the past 20 years the population within the study area has been stable. The population within the Study Area has had limited population for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

## **Blighting Summary**

These conditions are contributing to the blighted conditions of the study area.

- **Average age of structures is over 40 years of age**
  - Within the Study Area 50.0% of the structures meet the criteria of 40 years of age or older.
- **Substantial number of deteriorating structures**
  - Within the study area 100.0% of the structures were deemed to be in a deteriorated state or worse.
- **Deterioration of site or other improvements**
  - No sidewalk leading to, on, or adjacent to this site.
  - 100% of the surrounding drainage is rural section.
  - Drainage of existing site is difficult based upon the existing topography.
- **Faulty Lot Layout**
  - Accessibility to some lots is currently a problem.
- **Insanitary or Unsafe Conditions**
  - Lack of sidewalk in the Study Area.
  - Deteriorated structure.
  - Unsecured site which contains a dangerous and dilapidated structure.
  - Vacant property.
- **Dangerous conditions to life or property due to fire or other causes**
  - Dilapidated structure on site with broken glass and materials loose or missing allowing individuals or animals excess.
  - Lack of sidewalk within the Study Area
  - Sand pit lake to the north of the site.
- **Combination of factors which are impairing and/or arresting sound growth**
  - Lack of good access to the site.
  - Access to sanitary sewer
  - Access to water
  - Existing Blighted and Substandard Area 2
  - Sand pit lake to the north
- **Stable or decreasing population based on the last two decennial censuses**
  - The population of the Study Area has remained stable over the past 22 years.

### **The other criteria for Blight were not present in the area, these included:**

- Improper Subdivision or obsolete platting
- Diversity of Ownership
- Defective/Inadequate street layouts,
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

## **Substandard Conditions**

### **Average age of the residential or commercial units in the area is at least 40 years**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 40 years of age or older to be a contributing factor regardless of their condition. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of two structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 1 (50.0%) units were determined to be more than 40 years of age
- 1 (50.0%) units were determined to be less than 40 years of age

There is a predominance of units 40 years of age or older.

### **Existence of Conditions endangering life or property due to fire or other causes**

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

- The presence of an extremely deteriorated and hazardous structure.
- Proximity to a sand pit lake on the northern edge of the property.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

## **Substandard Summary**

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

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

## **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #19**

Blight Study Area #19 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighted Conditions**

- **Average age of structures is over 40 years of age**
- **Substantial number of deteriorated or deteriorating structures**
- **Deterioration of site or other improvements**
- **Faulty Lot Layout**
- **Insanitary and Unsafe Conditions**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Stable or decreasing population based on the last two decennial censuses**

### **Substandard Conditions**

- **Average age of the structures in the area is at least forty years**
- **Dangerous conditions to life or property due to fire or other causes**



# City of Grand Island

Tuesday, December 8, 2015

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of November 25, 2015 through December 8, 2015**

*The Claims for the period of November 25, 2015 through December 8, 2015 for a total amount of \$7,333,953.48. A MOTION is in order.*

Staff Contact: William Clingman