
City of Grand Island



Tuesday, December 20, 2011

Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Randy Gard
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Bill Rowland, Beacon of Hope Church, 2525 West State Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item D1

**#2011-BE-7 - Consideration of Determining Benefits for Sanitary
Sewer District No. 526; Lot 3, Grand Island Plaza Subdivision**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services
Meeting: December 20, 2011
Subject: Consideration of Determining Benefits for Sanitary Sewer District 526; Lot 3 of Grand Island Plaza Subdivision
Item #'s: D-1 & F-3
Presenter(s): John Collins, Public Works Director

Background

The Certificate of Final Completion for Sanitary Sewer District No. 526 was approved on November 8, 2011 with December 20, 2011 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the District.

Discussion

Sanitary Sewer District No. 526 was created by City Council on September 8, 2008 to serve the Gordman property, at the property owner's request, in connection with the Capital Avenue Widening Project. Work on the project was completed at a construction price of \$33,440.60. Total cost of the project is \$37,589.23. Costs for the project break down as follows:

Original Bid	\$22,772.80
Overruns	\$ 877.80
Change Order No. 3 (50%)	\$ 9,790.00
SUBTOTAL (Construction Price)	\$33,440.60
Preliminary Engineering Costs	\$ 1,600.00
Construction Engineering Costs	\$ 2,548.63
TOTAL COST	\$37,589.23

The final assessment for Lot 3 of Grand Island Plaza Subdivision is \$27,799.23, as the following items were necessary for the Capital Avenue Widening Project (Street

Improvement District No. 1256) and should not be assessed as part of this Sanitary Sewer District.

- St. Prick Intersection Shoo-fly @ \$900.00
- 2" Asphaltic Concrete Pavement @ \$7,877.50
- Concrete Protection Barrier @ \$1,012.50

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and pass an Ordinance to levy Special Assessments to individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer Districts 526.

(Sample Motion for the Ordinance)

Move to approve the Ordinance levying the assessments for Sanitary Sewer Districts 526.

RESOLUTION 2011-BE-7

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 526, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district no. 526 to be the total sum of \$27,799.23; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 526, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Sanitary Sewer District No. 523</u>		
Gordman Grand Island, LLC	Lot 3, Grand Island Plaza Subdivision	\$27,799.23
TOTAL		\$27,799.23

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 15, 2011 ☐ City Attorney



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item D2

#2011-BE-8 - Consideration of Determining Benefits for Street Improvement District No. 1256; Capital Avenue from the Moores Creek Drain to Webb Road

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services
Meeting: December 20, 2011
Subject: Consideration of Determining Benefits for Street Improvement District No. 1256; Capital Avenue from the Moores Creek Drain to Webb Road
Item #'s: D-2 & F-4
Presenter(s): John Collins, Public Works Director

Background

The Certificate of Final Completion for Street Improvement District No. 1256 was approved on November 8, 2011 with December 20, 2011 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the Districts.

Discussion

The contract for Street Improvement District No. 1256 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on May 13, 2008. The project was completed on schedule at a construction price of \$3,946,457.35. Total cost of the project is \$4,684,331.83. Costs for the project break down as follows:

Original Bid	\$3,379,328.25
Underruns	-\$517.39
Change Order No. 1	\$351,219.24
Change Order No. 2	\$32,077.94
Change Order No. 3	\$141,330.31
Change Order No. 4	\$43,019.00
SubTotal (Construction Price)	\$3,946,457.35
Additional Costs:	
Preliminary Engineering	\$278,937.48
Construction Engineering	\$458,937.00
TOTAL COST	\$4,684,331.83

The final assessment for each lot is listed in both the Resolution and Ordinance for this item. The assessments were adjusted from the original amounts due to Federal Funding involved.

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 sit as the Board of Equalization to determine benefits and pass an Ordinance to levy Special Assessments to individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Street Improvement District No. 1256.

(Sample Motion for the Ordinance)

Move to approve the Ordinance levying the assessments for Street Improvement District No. 1256.

R E S O L U T I O N 2011-BE-8

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Street Improvement District No. 1256, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such District No. 1256 to be the total sum of \$794,704.82; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Street Improvement District No. 1256, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Street Improvement District No. 1256</u>		
The Pinnacle Agency LLC	Lot 10, Bosselman 2 nd Subdivision	\$6,047.96
The Pinnacle Agency LLC	Lot 11, Bosselman 2 nd Subdivision	\$34,271.79
Dale L & Shirley Skow	Lot 12, Bosselman 2 nd Subdivision	\$44,335.36
Mid Nebraska Foundation Inc.	Lot 13, Bosselman 2 nd Subdivision	\$7,831.63
Bosselman Inc.	S 100' Lot 1, Bosselman Subdivision	\$2,878.83
Bosselman Inc.	Lot 2, Bosselman Subdivision	\$34,606.93
Bluestem Properties LLC	Lot 3, Bosselman Subdivision	\$37,497.37
Bluestem Properties LLC	Lot 4, Bosselman Subdivision	\$3,289.69
Casey Retail Copmany	Lot 1, Block 1, Dickey Subdivision	\$28,792.34
Library Restaurant & Lounge Inc.	S 64' of S ½ Lot 2, Block 1, Dickey Subdivision	\$1,044.28
Robert D & Patricia J Hancock	Lot 1, Bels 2 nd Subdivision	\$7,815.74
Robert D & Patricia J Hancock	Lot 2, Bels 2 nd Subdivision	\$7,975.25
Robert D & Patricia J Hancock	Lot 3, Bels 2 nd Subdivision	\$7,975.25
Robert D & Patricia J Hancock	Lot 4, Bels 2 nd Subdivision	\$7,975.25
Janiece Jones Trustees	Lot 5, Bels 2 nd Subdivision	\$7,975.25
Janiece Jones Trustees	Lot 6, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 7, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 8, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 9, Bels 2 nd Subdivision	\$7,975.25
Thomas J Lemke	Lot 2, Lemke Subdivision	\$3,370.73
Jeff & Jamie A Vinson	Lot 1, Lemke Subdivision	\$12,579.76
City of Grand Island	Part of SE ¼, SE ¼ of Section 1-11-10 Detention Cell D-1	\$29,836.62
O'Connor Enterprises Inc.	Parcel 1: A part of the SE ¼ of Section 1-11-10 West of the 6 th p.m., described as follows, to-wit: Commencing at a point at the SE corner of Section 1-11-10, running N 165' parallel to the center of the Road along the E section line; thence running in a westerly direction 264' parallel to the center of the road, along the S side of said Section; thence E 264' to the place of beginning, except a certain tract deeded to the City of Grand Island recorded as	\$37,023.90

Approved as to Form <input type="checkbox"/> _____ December 16, 2011 <input type="checkbox"/> City Attorney
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Document No.83-003899, Hall County, Nebraska.

And part of the SE ¼ of Section 1-11-10 west of the 6th p.m., more particularly described as follows:

Beginning at a point on the E line of said SE ¼, which point is 165' N of the SE corner of said SE ¼ of said Section, running thence N along the E line of said SE ¼ 165', running thence W parallel to the S line of said SE ¼ of said Section 264', running thence S parallel to the E line of said SE ¼, 165', running thence E parallel to the S line of said SE ¼ 264' to the actual point of beginning.

Northwest Crossings LLC DBA Gateway Shopping Center	Lot 1, Bels Subdivision	\$6,899.52
Northwest Crossings LLC DBA Gateway Shopping Center	Lot 2, Bels Subdivision	\$6,851.13
Northwest Crossings LLC DBA Gateway Shopping Center	Lot 3, Bels Subdivision	\$6,794.69
Northwest Crossings LLC DBA Gateway Shopping Center	Lot 4, Bels Subdivision	\$6,753.56
Northwest Crossings LLC DBA Gateway Shopping Center	Lot 5, Bels Subdivision	\$6,733.40
Northwest Crossings LLC	Lot 6, Bels Subdivision	\$6,733.40
Northwest Crossings LLC DBA Gateway Shopping Center	Lot 7, Bels Subdivision	\$6,733.40
Northwest Crossings LLC DBA Gateway Shopping Center	Lot 8, Bels Subdivision	\$6,167.84
Gordman Grand Island LLC	N 300' of Lot 4, Grand Island Plaza Subdivision	\$28,191.49
Gordman Grand Island LLC	Lot 3, Grand Island Plaza Subdivision	\$52,100.57
Gordman Grand Island LLC	Lot 2, Grand Island Plaza Subdivision	\$9,016.88
Gordman Grand Island LLC	A tract of land comprising of part of the E ½ of the NE ¼ of Section 12-11-10 west of the 6 th p.m., Hall County, Nebraska, more particularly described as follows: Commencing at a point 75' E of the NW corner of said E ½ NE ¼ on the N line of said E ½ NE ¼; thence continuing easterly along the N line of said E ½ NE ¼ a distance of 200'; thence southerly and parallel to the westerly line of said E ½ NE ¼ a distance of 217.8'; thence westerly and parallel to the N line of said E ½ NE ¼ a distance of 200' to a point on the easterly right of way of US Highway No. 281; thence northerly along and upon the E right of way line of US Highway No. 281 a distance of 217.8' to the point of beginning.	\$29,346.33
John R Menard	Lot 6, Menard 2 nd Subdivision	\$38,567.49
Southeast Crossing LLC	Lot 7, Menard 2 nd Subdivision	\$1,069.20
City of Grand Island	Pt NW ¼, NE ¼, Section 12-11-10 Detention Cell C-1	\$59,553.89
John R Menard	Lot 3, Menard 2 nd Subdivision	\$20,455.15
John R Menard	Lot 2, Menard 2 nd Subdivision	\$37,756.19
City of Grand Island Utilities Substation	Beginning at the N ¼ corner of Section 12-11-10 West of the 6 th p.m.; thence on an assumed bearing of S 89°20'09" E along the N line of the NW ¼ of the NE ¼ of said Section 12, a distance of 75'; thence	\$13,895.80

S 00° 03' 30" E along a line parallel to the W line of the NW ¼ of the NE ¼ of said Section 12, a distance of 33' to the S right of way line of Capital Avenue; thence continuing s 00° 03' 30" E , a distance of 237'; thence s 89° 20' 09" E, a distance of 248'; thence N 89° 20' 09" W along a line parallel to the N line of the NW ¼ of the NE ¼ of said Section 12 a distance of 323' to a point on the W line of the NW ¼ of the NE ¼ of said Section 12; thence N 00° 03' 30" W along the W line of the NW ¼ of the NE ¼ of said Section 12, a distance of 537' to the S right of way line of Capital Avenue; thence continuing N 00° 03' 30" W, a distance of 33' to the point of beginning, containing 2.68 acres, more or less, all as shown on the plat marked Exhibit "A", dated 7-18-95, attached hereto and incorporated herein by reference.

City of Grand Island	Part of NE ¼, NW 1/4 of Section 12-11-10, being 80'x307' (Moores Creek Drainway)	\$12,902.32
City of Grand Island	Part of SE ¼ of SW ¼, Section 1-11-10, being 80'x307' (Moores Creek Drainway)	\$12,902.32
WBP Partnership	Part of the E ½ of the NE ¼ of Section 12-11-10 West of the 6 th p.m., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the Section line, said point being 200; S of the NE corner of said Section 12; running thence W and parallel to the N section line of said Section 12, a distance of 418'; running thence S parallel to the E section line of said Section 12, a distance of 228'; running thence E parallel to the N section line of said Section 12, a distance of 418'; running thence N on the section line of said Section 12, a distance of 228' to the point of beginning, except for parts deeded in Deeds recorded as Document No. 83-004647 and Document No. 84-001480 in the Register of Deeds Office, Hall County, Nebraska.	\$8,382.48

TOTAL **\$732831.98**

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item E1

**Public Hearing on Request from GMRI, Inc. dba The Olive
Garden Italian Restaurant #4416, 1010 Allen Drive for a Class "I"
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 20, 2011

Subject: Public Hearing on Request from GMRI, Inc. dba The Olive Garden Italian Restaurant #4416, 1010 Allen Drive for a Class "I" Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
- (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
- (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

GMRI, Inc. dba The Olive Garden Italian Restaurant #4416, 1010 Allen Drive has submitted an application for a Class "I" Liquor License. A Class "I" Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments.

Also submitted with the application was a request from Becky Janes, 2236 West 11th Street for a Liquor Manager designation.

Alternatives

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

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

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

Sample Motion

Move to approve the application for GMRI, Inc. dba The Olive Garden Italian Restaurant #4416, 1010 Allen Drive for a Class 'T' Liquor License contingent upon final inspections and Liquor Manager designation for Becky Janes, 2236 West 11th Street contingent upon Ms. Janes completing a state approved alcohol server/seller training program.

12/12/11
450

Grand Island Police Department

14:34

LAW INCIDENT TABLE

Page:

City : Grand Island
Occurred after : 12:18:07 12/05/2011
Occurred before : 12:18:07 12/05/2011
When reported : 12:18:07 12/05/2011
Date disposition declared : 12/05/2011
Incident number : L11120560
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 1010 Allen Dr
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae

Geobase address ID : 475
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	46198	12/08/11	Janes, Becky L	Liquor Manager
NM	108559	12/08/11	Janes, Daniel L	Becky's Spouse
NM	172165	12/08/11	Olive Garden,	Business

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code Miscellaneous

1 LT21 Restaurant

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application for the Olive Garden and a

Copy of a Liquor Manager Application from Becky Janes.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

12/12/11 Grand Island Police Department
450

14:34 LAW INCIDENT TABLE Page:
2

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date

1 Vitera D 15:44:18 12/08/2011

318

Grand Island Police Department

Supplemental Report

Date, Time: Thu Dec 08 15:45:39 CST 2011

Reporting Officer: Vitera

Unit #: CID

The Olive Garden Italian Restaurant is applying for a Class I (beer, wine, &

distilled spirits on sale only) corporate license. Becky Janes is the proposed

liquor manager. She is married to Daniel Janes who signed a Spousal Affidavit

of Non Participation form.

The application lists seven corporate officers, five of whom have spouses. All

twelve people currently reside in Florida. The "No" box was checked on the

application where it asks if any of the applicants have ever been convicted of

any charge. Since I can't run criminal history checks for liquor license

investigations, and all of the applicants live out of state, this investigation

will have to rely on the fingerprint submissions, NSP investigation, and the

NLCC decision. With all of the Olive Garden restaurants around the United

States, I can't imagine that any of the officers on the application would be

ineligible to receive a liquor license. Local input is very difficult when none

of the people listed on the application are local.

I will focus more on the manager application. Becky Janes and her husband

(Daniel) have lived in Grand Island since 1984. They also checked the "No" box

indicating that they haven't been convicted of any charge. I noticed that I did

an investigation on Becky for being a liquor manager for Red Lobster back in

2008. I didn't find anything then that would exclude her. I checked on Becky

again through Spillman and NCJIS. She still has nothing in Spillman that would

indicate any violations. She doesn't have any convictions listed in NCJIS.

Daniel Janes doesn't have anything in Spillman that would indicate that he's

been convicted of anything. A check of NCJIS confirmed that Daniel doesn't have

any convictions in Hall County, and he doesn't have any in the State of Nebraska.

From reading the liquor license application, it appears that The Olive Garden

and Red Lobster are both owned by Darden Restaurants, Inc.

Assuming that the liquor license application doesn't run into any roadblocks at

the State level, the GIPD doesn't have any objections to the Olive Garden receiving a liquor license. We would also recommend that Becky Janes receives

local approval for her liquor manager designation.



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item E2

Public Hearing Concerning Acquisition of Utility Easement - West of Locust Street, and North of Schimmer Drive - Hooker Brothers Sand & Gravel

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: December 20, 2011
Subject: Acquisition of Utility Easement – Just Northwest of the Intersection of Schimmer Drive and Locust Street – Hooker Brothers Sand and Gravel, Inc.
Item #'s: E-2 & G-7
Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Hooker Brothers Sand & Gravel, Inc., located just to the north and west of Schimmer Drive and Locust Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to install underground electrical conduit cable and a pad-mounted transformer to provide 3-Phase service to a new building located on the property.

Alternatives

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

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

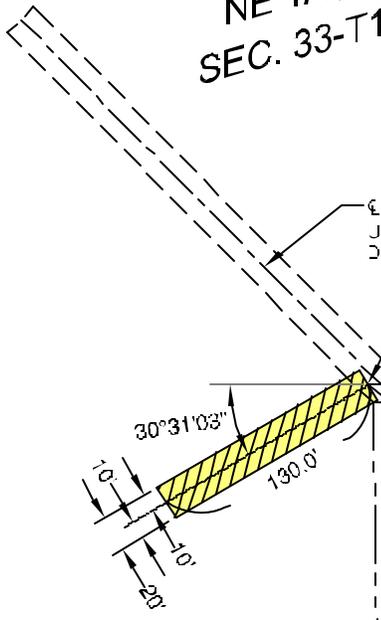
Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.

NE 1/4, SE 1/4
SEC. 33-T11N-R9W



EXISTING 20'
UTILITY EASEMENT-
DOC. #200000822

POINT OF
BEGINNING

TRACT OF LAND
DESCRIBED IN
DOC. #200500690

WEST R-O-W LINE-
LOCUST STREET

1/16 SECTION LINE

SE 1/4, SE 1/4
SEC. 33-T11N-R9W

EASTERLY LINE- SE 1/4,
SECTION 33-T11N-R9W

SE CORNER- SE 1/4,
SECTION 33-T11N-R9W

SCHIMMER DRIVE

SECTION LINE

SECTION LINE

STREET

LOCUST

1,538.31'



LEGEND

 INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 11/30/2011	FILE: SX 33.11.9



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement - 1404
West 2nd Street - Casey's Retail Company**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: December 20, 2011

Subject: Acquisition of Utility Easement – 1404 West 2nd Street
Casey's Retail Company

Item #'s: E-3 & G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Casey's Retail Company, located at the northwest corner of Casey's General Store at 1404 West 2nd Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Casey's is expanding the size of its store and will require a larger electric service. This easement will be used to place underground conduit, cable, and a pad-mounted transformer to provide that new service.

Alternatives

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

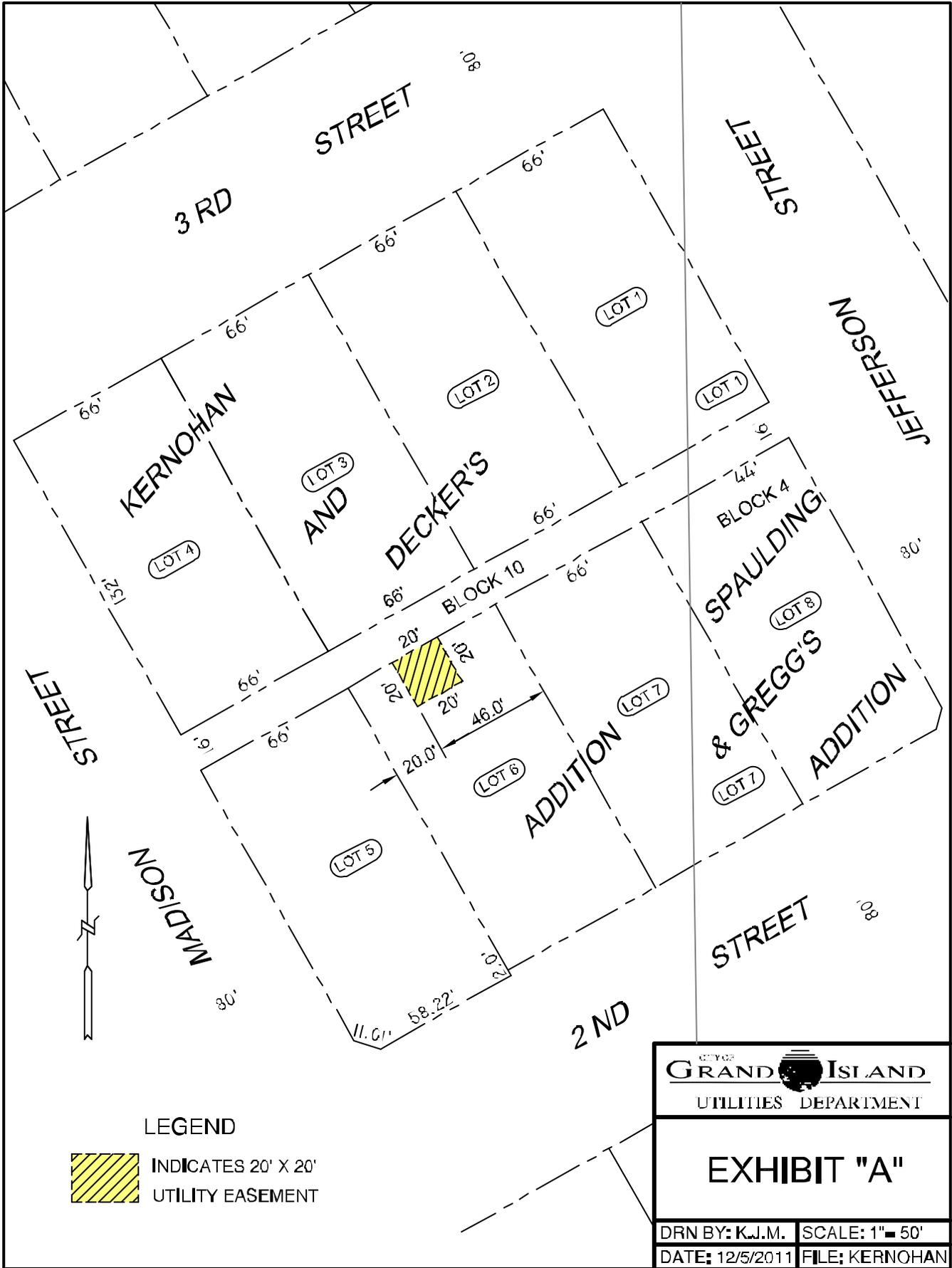
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, December 20, 2011

Council Session

Item E4

Public Hearing on Amendments to Chapter 36-69 of the Grand Island City Code Relative to (AC) Arterial Commercial Overlay Zone Regarding Campgrounds

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: December 20, 2011
Subject: Changes to Chapter 36 (Zoning)
Item #'s: E-4 & F-2
Presenter(s): Chad Nabity, Regional Planning Director

Background

Concerning proposed amendments to Chapter 36 of the Grand Island City Code (Zoning) in the following area: §36-69 - (AC) Arterial Commercial Overlay Zone. (C-03-2012GI)

Changes were made in February of 2009 to the AC Arterial Commercial Overlay Zone regulations to allow the development of RV Parks and Campgrounds by conditional use permit. These changes established the following minimum requirements for an RV Park or Campground.

(2) Campgrounds including those serving recreational vehicles subject to following conditions:

a) Developer shall submit a diagram of the proposed camp ground including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit

b) A minimum of one toilet and one lavatory for each sex shall be provided for the exclusive use of the park occupants. An additional toilet and lavatory for each sex shall be provided for each fifteen (15) sites or fraction thereof.

c) All RV pads shall be provided with a landscape buffer yard or street yard as identified in the landscaping section of this code.

d) Pads shall not be accessible from any public way.

Subparagraph b) set the minimum improvements for sanitary facilities. These were based on a review of similar regulations from jurisdictions across the country. Craig Lewis the Grand Island Building Department Director, in reviewing supplements to the National Fire Protection Association Building Code has found NFPA recommended standards that would lessen the requirements and be consistent with a national standard. The proposal is to change the zoning regulations so they are consistent with the requirements of the NFPA Code as follows:

(2) Campgrounds including those serving recreational vehicles subject to following conditions:

a) Developer shall submit a diagram of the proposed camp ground including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit

b) ~~A minimum of one toilet and one lavatory for each sex shall be provided for the exclusive use of the park occupants. An additional toilet and lavatory for each sex shall be provided for each fifteen (15) sites or fraction thereof.~~ **A minimum of one toilet shall be provided for each sex up to the first 25 sites. For each additional 25 sites not provided with sewer connections, an additional toilet for each sex shall be provided.**

c) All RV pads shall be provided with a landscape buffer yard or street yard as identified in the landscaping section of this code.

d) Pads shall not be accessible from any public way.

Discussion

The Planning Commission held a public hearing on the proposed changes at their meeting on December 7, 2011. No members of the public spoke in favor or against the proposed changes. A motion was made by Haskins and seconded by Bredthauer to approve the amendments to Chapter 36 of the Grand Island City Code. The motion carried with 8 members present and all voting in favor (O'Neill, Ruge, McCarty, Bredthauer, Reynolds, Haskins, Hayes and Snodgrass) and no members abstaining.

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 proposed changes as recommended.

Sample Motion

Move to approve the proposed changes to Chapter 36 as recommended and shown in Ordinance No. 9349.



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item E5

**Public Hearing on Acquisition of Public Utility Easement in Oak
Pointe Subdivision (R.B.O., L.L.C.)**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: December 20, 2011

Subject: Public Hearing on Acquisition of Public Utility Easement in Oak Pointe Subdivision (R.B.O., L.L.C.)

Item #'s: E-5 & G-12

Presenter(s): John Collins, Public Works Director

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A public utility easement is needed in the Oak Pointe Subdivision to accommodate public utilities. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement.

Discussion

To allow for redesign of the development area it is requested that the existing sixty (60) foot utility easement be vacated. This new easement will be a fifty (50) foot wide easement on the south side of the subdivision, with a ten (10) foot wide easement running north and south on the east side of the subdivision. The proposed easement will allow sufficient access to existing utilities within the area.

Alternatives

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

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

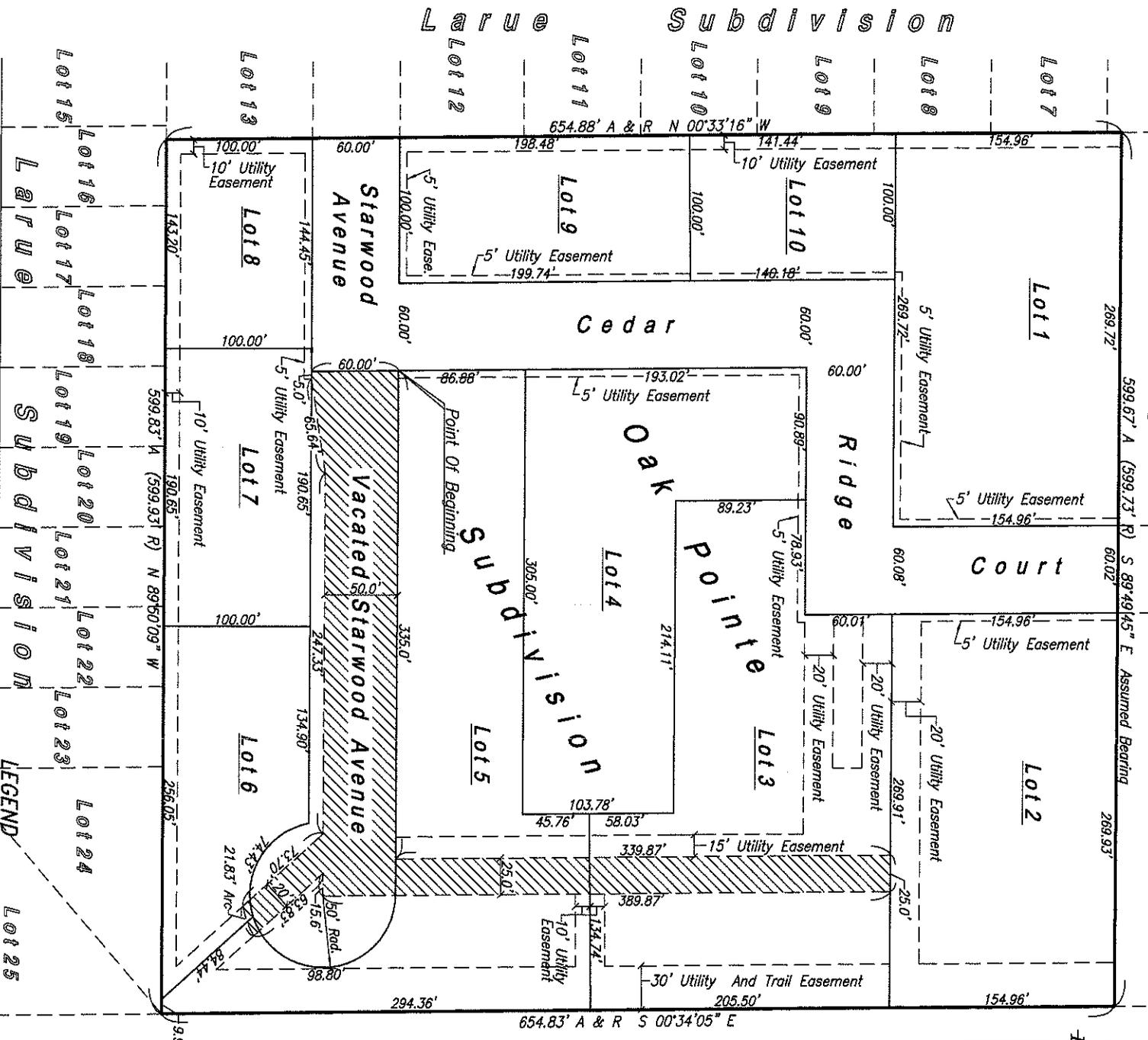
Recommendation

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

Sample Motion

Move to approve the acquisition of the Easement.

Cedar Ridge Second Subdivision



Pt. E 1/2 NW 1/4, Sec. 13, T11N-R10W Scale: 1" = 60'

Description Frostfire Avenue

A tract of land comprising a part of Oak Pointe Subdivision, in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of Lot Five (5), Oak Pointe Subdivision; thence running easterly on the south line of Lot Five (5), Oak Pointe Subdivision, a distance of Three Hundred Thirty Five (335.0) feet; thence running northerly parallel with the east line of Cedar Ridge Court, a distance of Three Hundred Thirty Nine and Eighty Seven Hundredths (339.87) feet, to a point on the south line of Lot Two (2), Oak Pointe Subdivision; thence running easterly on the south line of Lot Two (2), Oak Pointe Subdivision, a distance of Twenty Five (25.0) feet; thence running southerly parallel with the east line of Cedar Ridge Court, a distance of Three Hundred Eighty Nine and Eighty Seven Hundredths (389.87) feet; thence running westerly parallel with the north line of Lot Five (5), Oak Pointe Subdivision, a distance of Fifteen and Six Tenths (15.6) feet; thence running southeasterly parallel with the northeasterly line of Lot Six (6), Oak Pointe Subdivision, if Extended, a distance of Sixty Three and Eighty Three Hundredths (63.83) feet, to a point on a curve; thence running southwesterly on the arc of a curve to the right whose radius is Fifty Five (55.0) feet, an arc distance of Twenty One and Eighty Three Hundredths (21.83) feet; thence running northwesterly parallel with the northeasterly line of Lot Six (6), Oak Pointe Subdivision, if Extended, a distance of Seventy Three and Seventy Hundredths (73.70) feet; thence running westerly parallel with the south line of Lot Five (5), Oak Pointe Subdivision, a distance of Two Hundred Forty Seven and Thirty Three Hundredths (247.33) feet; thence running southwesterly a distance of Two Sixty Five and Sixty Four Hundredths (65.64) feet, to a point on the north line of Lot Seven (7), Oak Pointe Subdivision; thence running westerly on the north line of Lot Seven (7), Oak Pointe Subdivision, a distance of Five (5.0) feet; thence running northerly on the west line of Lot Five (5), Oak Pointe Subdivision, if Extended, a distance of Sixty (60.0) feet, to the Point of Beginning, said tract containing 0.649 acres more or less.

LEGEND

-Indicates Easement To Be Dedicated

Date: November 14, 2011

Exhibit 'B'

Sheet No. 1 Of 1



ROCKWELL AND ASSOCIATES, INC.
ENGINEERING & SURVEYING

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



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item F1

**#9346 - Consideration of Annexation Property Located at 1120
and 1140 South Lincoln (former Aurora Coop Site) (Final Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: December 20, 2011

Subject: Annexation of Property Located North of Fonner Park Road and West of Lincoln Avenue (Former Aurora Coop Site) (Final Reading)

Item #'s: F-1

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that: County Industrial Tracts should periodically be reviewed as allowed by Revised Nebraska State Statutes for consideration of annexation and that all areas encompassed by the Corporate Limits of Grand Island should be considered for annexation.

Chief Industries, Inc., a Delaware Corporation, has purchased the former Aurora Coop Site. Chief Industries owns additional property in the area including the Chief Fabrication Plant immediately to the west of this property. They have sent a request to the Hall County Board of Supervisors requesting that this property be removed from the County Industrial Tract per NRSS §13-1119. Chief made this same request for the Chief Fabrication Plant property when they purchased it more than 12 years ago. Hall County will hold a hearing on removing the property from the County Industrial Tract at their regular meeting on November 22, 2011.

Chief Industries submitted a letter to the City Clerk dated October 20, 2011 requesting that the City consider annexation of this property per NRSS §16-117 (7). The City is able annex this property once it has been removed from the County Industrial Tract.

Based on the requests from Chief Industries to remove the property from the County Industrial Tract and to annex the property into the City, staff has prepared an ordinance for annexation that would become effective 15 days after passage on third and final reading and after the property is removed from the County Industrial Tract by the Hall County Board of Supervisors.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117 (7). Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

There is no impact to the extraterritorial zoning jurisdiction of the City as the County Industrial Tracts are entirely surrounded by the municipal limits of Grand Island.

No existing residences would be added to the City as a result of this annexation. The buildings included with the Aurora Coop would be added with this annexation but it appears that Chief Industries intends to remove the existing structures to make the property available for redevelopment.

City Council approved Ordinance No. 9346 on first reading at the November 22, 2011 and second reading at the December 6, 2011 City Council meetings. This would be the final of three readings.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on final reading.

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9346

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land north of Fonner Park Road and west of Lincoln Avenue in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after the Chief Industries, Inc. A Delaware Corporation as owner of the property submitted a request that the City Annex this property into the City of Grand Island; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island encourages annexation of adjacent properties into the City; and

WHEREAS, Chief Industries, Inc. A Delaware Corporation has requested that this property be removed from the Hall County Industrial Area; and

WHEREAS, Hall County is in the process of removing the property from the Hall County Industrial Area, and

Approved as to Form	☐ _____
December 14, 2011	☐ City Attorney

ORDINANCE NO. 9346 (Cont.)

WHEREAS, according to NRSS §16-117 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on November 22, 2011, the City Council of the City of Grand Island approved such annexation on first reading and on December 6, 2011 approved such annexation on second reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

ORDINANCE NO. 9346 (Cont.)

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect 15 days after its passage, and when final action is taken by Hall County to remove the property from the Hall County Industrial Area, and upon publication, in pamphlet form, as provided by law.

ORDINANCE NO. 9346 (Cont.)

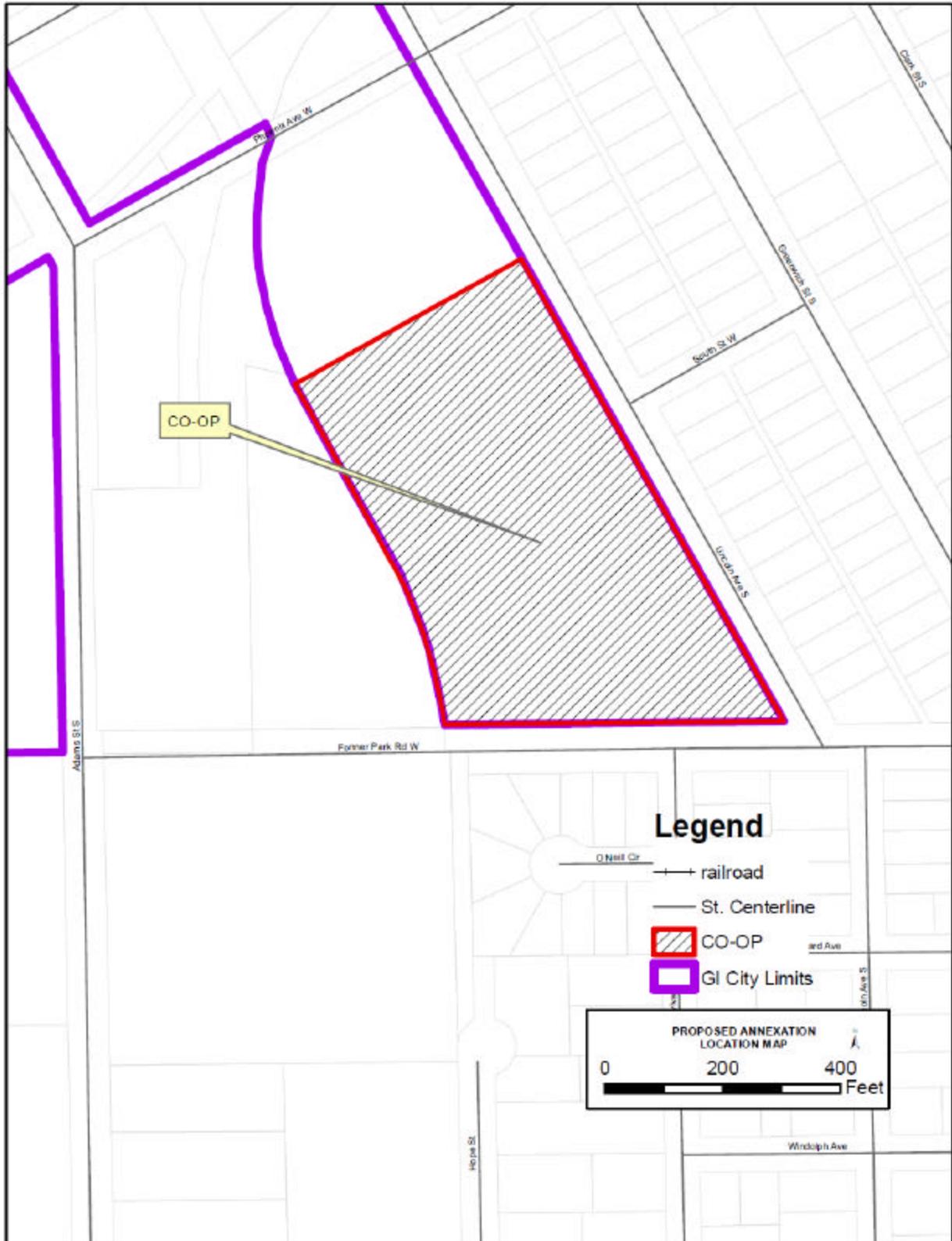
Enacted: December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9346 (Cont.)



ORDINANCE NO. 9346 (Cont.)

Exhibit A

A tract of land comprising a part of the South Half of the Northeast Quarter (S1/2 NE1/4) a Section of Twenty-One (21), Township Eleven(11) North, Range Nine (9) West of the 6th P.M., in Hall County, Nebraska more particularly described as follows:

Beginning at the intersection of the center line of Lincoln Avenue and the centerline of Fonner Park Road (also being the South line of said Northeast Quarter (NE1/4); thence Northwesterly along the centerline of said Lincoln Avenue, a distance of Nine Hundred Seventy Six and Twenty-five Hundredths (976.25) feet; thence deflecting Left 89 degrees 48'30" and running Southwesterly parallel to the centerline of Phoenix Avenue, a distance of Four Hundred Eighty Two and Two Tenths (482.2) Feet; to the centerline of Burlington Northern Track No. 33; thence deflecting Left 89 degrees 58' and running Southeasterly along said centerline of Track No. 33, a distance of Three Hundred Thirty Five and Twelve Hundredths (335.12) Feet, to a point of curvature; thence running Southwesterly along said centerline of Track No. 33, and on the arc of a curve whose radius is 763.95' (the long chord of which deflects 12 degrees 51' right from the last described course), a long chord distance of Three Hundred Forty Two and Eighteen Hundredths (342.18) feet, to the South line of said Northeast Quarter (NE1/4); thence deflecting Left 74 degrees 10' from said long chord, and running Easterly along the South line of said Northeast Quarter (NE1/4), also being the center line of said Fonner Park road, a distance of Six Hundred Forty and Five Tenths (640.5) feet to the Place of Beginning, excepting there from a tract of land more particularly describe in Corporation Warranty Deed recorded in the Register of Deeds Office as document #76-003924.



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item F2

#9349 - Consideration of Amendments to Chapter 36-69 of the Grand Island City Code Relative to (AC) Arterial Commercial Overlay Zone Regarding Campgrounds

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9349

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Section 36-69 pertaining to the AC Arterial Commercial Overlay Zone; to repeal Sections 36-69 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 36-69 of the Grand Island City Code is hereby amended to read as follows:

§36-69. (AC) Arterial Commercial Overlay Zone

Intent: The intent of this zoning district is to provide an overlay of the (B-2) General Business Zoning District in order to require increased front setbacks, landscaping, and the limitation of some uses within areas along entrance corridors of the city. As the name implies, the overlay will be most commonly used along an arterial street corridor.

(A) Permitted Principal Uses: The following principal uses are permitted in the (AC) Arterial Commercial Overlay District

- (1) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (2) Boarding and lodging houses, fraternity and sorority houses
- (3) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (4) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (5) Country clubs
- (6) Dwelling units
- (7) Elderly Home, Assisted Living
- (8) Group Care Home with less than eight (8) individuals
- (9) Hospitals, nursing homes, convalescent or rest homes
- (10) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is so used
- (11) Nonprofit community buildings and social welfare establishments
- (12) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (13) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (14) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (15) Public parks and recreational areas
- (16) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (17) Public and quasi-public buildings for cultural use
- (18) Radio and television stations (no antennae), private clubs and meeting halls
- (19) Railway right-of-way but not including railway yards or facilities
- (20) Specific uses such as: archery range, drive-in theatre, golf driving range
- (21) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix (Attachment A hereto)
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise.

Approved as to Form	☐ _____
December 14, 2011	☐ City Attorney

ORDINANCE NO. 9349 (Cont.)

(23) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises

(24) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties

(25) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses

(26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (AC) Arterial Commercial Overlay District as approved by City Council.

(1) Towers

(2) Campgrounds including those serving recreational vehicles subject to following conditions:

a) Developer shall submit a diagram of the proposed camp ground including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit

b) A minimum of one toilet shall be provided for each sex up to the first 25 sites. For each additional 25 sites not provided with sewer connections, an additional toilet for each sex shall be provided.

c) All RV pads shall be provided with a landscape buffer yard or street yard as identified in the landscaping section of this code.

d) Pads shall not be accessible from any public way.

(C) Permitted Accessory Uses:

(1) Buildings and uses accessory to the permitted principal uses

(2) Automotive body repair may be accessory to new or used automotive sales or rental, provided, no outside storage of parts shall be permitted.

(D) Space Limitations:

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	5,000	50	20	0 ¹	0 ²	10	80%	55
Conditional Uses	5,000	50	20	0 ¹	0 ²	10	80%	55

¹ No rear yard setback is required if bounded by an alley, otherwise a setback of 10 feet is required.

² No side yard setback is required, but if provided, not less than 5 feet, or unless adjacent to a parcel whose zone requires a side yard setback, then 5 feet.

(E) Procedure:

(1) An application for an amendment to the arterial commercial zone on the Official Zoning Map shall follow all procedural requirements as set forth in this Section.

(F) Miscellaneous Provisions:

(1) Supplementary regulations shall be complied with as defined herein.

(2) Only one principal building shall be permitted on any one zoning lot except as otherwise provided herein.

(3) Landscaping shall be provided and maintained within the 20 foot front yard setback. Landscaping shall mean lawn areas and may also include trees, shrubs, and flowers. Crushed or lava rock, gravel, bark chips, etc. shall not substitute for lawn area.

(4) All improvements and uses shall be designed to direct primary vehicular and pedestrian traffic to arterial street access and reduce such traffic on adjacent non-arterial streets and alleys.

Amended by Ordinance No. 8947, effective 1-5-2005

ORDINANCE NO. 9349 (Cont.)

Amended by Ordinance No. 9202, effective 02-15-09

SECTION 2. Section 36-69 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect January 15, 2012.

Enacted: December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

§36-69. (AC) Arterial Commercial Overlay Zone

Intent: The intent of this zoning district is to provide an overlay of the (B-2) General Business Zoning District in order to require increased front setbacks, landscaping, and the limitation of some uses within areas along entrance corridors of the city. As the name implies, the overlay will be most commonly used along an arterial street corridor.

(A) Permitted Principal Uses: The following principal uses are permitted in the (AC) Arterial Commercial Overlay District

- (1) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (2) Boarding and lodging houses, fraternity and sorority houses
- (3) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (4) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (5) Country clubs
- (6) Dwelling units
- (7) Elderly Home, Assisted Living
- (8) Group Care Home with less than eight (8) individuals
- (9) Hospitals, nursing homes, convalescent or rest homes
- (10) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is so used
- (11) Nonprofit community buildings and social welfare establishments
- (12) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (13) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (14) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (15) Public parks and recreational areas
- (16) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (17) Public and quasi-public buildings for cultural use
- (18) Radio and television stations (no antennae), private clubs and meeting halls
- (19) Railway right-of-way but not including railway yards or facilities
- (20) Specific uses such as: archery range, drive-in theatre, golf driving range
- (21) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix (Attachment A hereto)
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise.
- (23) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (24) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (25) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses
- (26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (AC) Arterial Commercial Overlay District as approved by City Council.

- (1) Towers
- (2) Campgrounds including those serving recreational vehicles subject to following conditions:
 - a) Developer shall submit a diagram of the proposed camp ground including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit
 - b) ~~A minimum of one toilet and one lavatory for each sex shall be provided for the exclusive use of the park occupants. An additional toilet and lavatory for each sex shall be provided for each fifteen (15) sites or fraction thereof.~~ A minimum of one toilet shall be provided for each sex up to the first 25 sites. For each additional 25 sites not provided with sewer connections, an additional toilet for each sex shall be provided.
 - c) All RV pads shall be provided with a landscape buffer yard or street yard as identified in the landscaping

section of this code.

d) Pads shall not be accessible from any public way.

(C) Permitted Accessory Uses:

- (1) Buildings and uses accessory to the permitted principal uses
- (2) Automotive body repair may be accessory to new or used automotive sales or rental, provided, no outside storage of parts shall be permitted.

(D) Space Limitations:

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	5,000	50	20	0 ¹	0 ²	10	80%	55
Conditional Uses	5,000	50	20	0 ¹	0 ²	10	80%	55

¹ No rear yard setback is required if bounded by an alley, otherwise a setback of 10 feet is required.
² No side yard setback is required, but if provided, not less than 5 feet, or unless adjacent to a parcel whose zone requires a side yard setback, then 5 feet.

(E) Procedure:

- (1) An application for an amendment to the arterial commercial zone on the Official Zoning Map shall follow all procedural requirements as set forth in this Section.

(F) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein.
- (2) Only one principal building shall be permitted on any one zoning lot except as otherwise provided herein.
- (3) Landscaping shall be provided and maintained within the 20 foot front yard setback. Landscaping shall mean lawn areas and may also include trees, shrubs, and flowers. Crushed or lava rock, gravel, bark chips, etc. shall not substitute for lawn area.
- (4) All improvements and uses shall be designed to direct primary vehicular and pedestrian traffic to arterial street access and reduce such traffic on adjacent non-arterial streets and alleys.

Amended by Ordinance No. 8947, effective 1-5-2005
 Amended by Ordinance No. 9202, effective 02-15-09



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item F3

**#9350 - Consideration of Assessments for Sanitary Sewer District
No. 526; Lot 3, Grand Island Plaza Subdivision**

This item relates to the aforementioned Board of Equalization item D-1.

Staff Contact: John Collins, Public Works Director

ORDINANCE NO. 9350

An ordinance assessing and levying a special tax to pay the cost of construction of Sanitary Sewer District No. 526 of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sanitary sewer main in said Sanitary Sewer District No. 526, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Sanitary Sewer District No. 523		
Gordman Grand Island, LLC	Lot 3, Grand Island Plaza Subdivision	\$27,799.23
TOTAL		\$27,799.23

ORDINANCE NO. 9350 (Cont.)

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in fifty days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; and one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14.0%) per annum shall be paid thereof, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Sewer Extension Fund" for Sanitary Sewer District No. 526.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

ORDINANCE NO. 9350 (Cont.)

Enacted: December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item F4

**#9351 - Consideration of Assessments for Street Improvement
District No. 1256; Capital Avenue from the Moores Creek Drain to
Webb Road**

This item relates to the aforementioned Board of Equalization item D-2.

Staff Contact: John Collins, Public Works Director

ORDINANCE NO. 9351

An ordinance assessing and levying a special tax to pay the cost of construction of Street Improvement District No. 1256 of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said street improvements in said Street Improvement District No. 1256, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Street Improvement District No. 1256</u>		
The Pinnacle Agency LLC	Lot 10, Bosselman 2 nd Subdivision	\$6,047.96
The Pinnacle Agency LLC	Lot 11, Bosselman 2 nd Subdivision	\$34,271.79
Dale L & Shirley Skow	Lot 12, Bosselman 2 nd Subdivision	\$44,335.36

ORDINANCE NO. 9351 (Cont.)

Mid Nebraska Foundation Inc.	Lot 13, Bosselman 2 nd Subdivision	\$7,831.63
Bosselman Inc.	S 100' Lot 1, Bosselman Subdivision	\$2,878.83
Bosselman Inc.	Lot 2, Bosselman Subdivision	\$34,606.93
Bluestem Properties LLC	Lot 3, Bosselman Subdivision	\$37,497.37
Bluestem Properties LLC	Lot 4, Bosselman Subdivision	\$3,289.69
Casey Retail Copmany	Lot 1, Block 1, Dickey Subdivision	\$28,792.34
Library Restaurant & Lounge Inc.	S 64' of S ½ Lot 2, Block 1, Dickey Subdivision	\$1,044.28
Robert D & Patricia J Hancock	Lot 1, Bels 2 nd Subdivision	\$7,815.74
Robert D & Patricia J Hancock	Lot 2, Bels 2 nd Subdivision	\$7,975.25
Robert D & Patricia J Hancock	Lot 3, Bels 2 nd Subdivision	\$7,975.25
Robert D & Patricia J Hancock	Lot 4, Bels 2 nd Subdivision	\$7,975.25
Janiece Jones Trustees	Lot 5, Bels 2 nd Subdivision	\$7,975.25
Janiece Jones Trustees	Lot 6, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 7, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 8, Bels 2 nd Subdivision	\$7,975.25
Buck's Rental Inc.	Lot 9, Bels 2 nd Subdivision	\$7,975.25
Thomas J Lemke	Lot 2, Lemke Subdivision	\$3,370.73
Jeff & Jamie A Vinson	Lot 1, Lemke Subdivision	\$12,579.76
City of Grand Island	Part of SE ¼, SE ¼ of Section 1-11-10 Detention Cell D-1	\$29,836.62
O'Connor Enterprises Inc.	Parcel 1: A part of the SE ¼ of Section 1-11-10 West of the 6 th p.m., described as follows, to-wit: Commencing at a point at the SE corner of Section 1-11-10, running N 165' parallel to the center of the Road along the E section line; thence running in a westerly direction 264' parallel to the center of the road, along the S side of said Section; thence E 264' to the place of beginning, except a certain tract deeded to the City of Grand Island recorded as Document No.83-003899, Hall County, Nebraska. And part of the SE ¼ of Section 1-11-10 west of the 6 th p.m., mo re particularly described as follows: Beginning at a point on the E line of said SE ¼, which point is 165' N of the SE corner of said SE ¼ of said Section, running thence N along the E line of said SE ¼ 165', running thence W parallel to the S line of said SE ¼ of said Section 264', running thence S parallel to the E line of sais Se ¼, 165', running thence E parallel to the S line of said Se ¼ 264' to the actual point of beginning.	\$37,023.90
Northwest Crossings LLC	Lot 1, Bels Subdivision	\$6,899.52
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 2, Bels Subdivision	\$6,851.13
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 3, Bels Subdivision	\$6,794.69
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 4, Bels Subdivision	\$6,753.56
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 5, Bels Subdivision	\$6,733.40
DBA Gateway Shopping Center		
Northwest Crossings LLC	Lot 6, Bels Subdivision	\$6,733.40

ORDINANCE NO. 9351 (Cont.)

Northwest Crossings LLC DBA Gateway Shopping Center	Lot 7, Bels Subdivision	\$6,733.40
Northwest Crossings LLC DBA Gateway Shopping Center	Lot 8, Bels Subdivision	\$6,167.84
Gordman Grand Island LLC	N 300' of Lot 4, Grand Island Plaza Subdivision	\$28,191.49
Gordman Grand Island LLC	Lot 3, Grand Island Plaza Subdivision	\$52,100.57
Gordman Grand Island LLC	Lot 2, Grand Island Plaza Subdivision	\$9,016.88
Gordman Grand Island LLC	A tract of land comprising of part of the E ½ of the NE ¼ of Section 12-11-10 west of the 6 th p.m., Hall County, Nebraska, more particularly described as follows: Commencing at a point 75' E of the NW corner of said E ½ NE ¼ on the N line of said E ½ NE ¼; thence continuing easterly along the N line of said E ½ NE ¼ a distance of 200'; thence southerly and parallel to the westerly line of said E ½ NE ¼ a distance of 217.8'; thence westerly and parallel to the N line of said E ½ NE ¼ a distance of 200' to a point on the easterly right of way of US Highway No. 281; thence northerly along and upon the E right of way line of US Highway No. 281 a distance of 217.8' to the point of beginning.	\$29,346.33
John R Menard	Lot 6, Menard 2 nd Subdivision	\$38,567.49
Southeast Crossing LLC	Lot 7, Menard 2 nd Subdivision	\$1,069.20
City of Grand Island	Pt NW ¼, NE ¼, Section 12-11-10 Detention Cell C-1	\$59,553.89
John R Menard	Lot 3, Menard 2 nd Subdivision	\$20,455.15
John R Menard	Lot 2, Menard 2 nd Subdivision	\$37,756.19
City of Grand Island Utilities Substation	Beginning at the N ¼ corner of Section 12-11-10 West of the 6 th p.m.; thence on an assumed bearing of S 89° 20' 09" E along the N line of the NW ¼ of the NE ¼ of said Section 12, a distance of 75'; thence S 00° 03' 30" E along a line parallel to the W line of the NW ¼ of the NE ¼ of said Section 12, a distance of 33' to the S right of way line of Capital Avenue; thence continuing S 00° 03' 30" E, a distance of 237'; thence S 89° 20' 09" E, a distance of 248'; thence N 89° 20' 09" W along a line parallel to the N line of the NW ¼ of the NE ¼ of said Section 12 a distance of 323' to a point on the W line of the NW ¼ of the NE ¼ of said Section 12; thence N 00° 03' 30" W along the W line of the NW ¼ of the NE ¼ of said Section 12, a distance of 537' to the S right of way line of Capital Avenue; thence continuing N 00° 03' 30" W, a distance of 33' to the point of beginning, containing 2.68 acres, more or less, all as shown on the plat marked Exhibit "A", dated 7-18-95, attached hereto and incorporated herein by reference.	\$13,895.80
City of Grand Island	Part of NE ¼, NW ¼ of Section 12-11-10, being 80' x 307' (Moores Creek Drainway)	\$12,902.32
City of Grand Island	Part of SE ¼ of SW ¼, Section 1-11-10, being 80' x 307' (Moores Creek Drainway)	\$12,902.32
WBP Partnership	Part of the E ½ of the NE ¼ of Section 12-11-10 West of the 6 th p.m., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the Section	\$8,382.48

ORDINANCE NO. 9351 (Cont.)

line, said point being 200; S of the NE corner of said Section 12; running thence W and parallel to the N section line of said Section 12, a distance of 418'; running thence S parallel to the E section line of said Section 12, a distance of 228'; running thence E parallel to the N section line of said Section 12, a distance of 418'; running thence N on the section line of said Section 12, a distance of 228' to the point of beginning, except for parts deeded in Deeds recorded as Document No. 83-004647 and Document No. 84-001480 in the Register of Deeds Office, Hall County, Nebraska.

TOTAL

\$732,831.98

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in fifty days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; and one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14.0%) per annum shall be paid thereof, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Street Improvement Fund" for Street Improvement District No. 1256.

ORDINANCE NO. 9351 (Cont.)

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item F5

#9352 - Consideration of Vacation of a Utility Easement Located in Lot 46, Block 1 of Dale Roush 2nd Subdivision (9 Dakota Drive)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: December 20, 2011

Subject: Consideration of Vacation of a Utility Easement Located in Lot 46, Block 1 of Dale Roush 2nd Subdivision (9 Dakota Drive)

Item #'s: F-5

Presenter(s): John Collins, Public Works Director

Background

A sixteen (16) foot wide utility easement was filed with Hall County on November 28, 1966. The easement does not currently have any utilities within it, nor is there a need anticipated in the future.

Discussion

The property owner of 9 Dakota Drive has requested that the sixteen (16) foot wide utility easement on the west end of their property be vacated.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the passing of an ordinance vacating the utility easement through Lot 46, Block 1 of Dale Roush 2nd Subdivision.

Sample Motion

Move to approve the passing of an ordinance vacating the utility easement through Lot 46, Block 1 of Dale Roush 2nd Subdivision.

ORDINANCE NO. 9352

An ordinance to vacate an existing utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the existing utilities easement at 9 Dakota Drive in Grand Island, Hall County, Nebraska, more particularly described as follows:

A SIXTEEN (16) FOOT WIDE EASEMENT DESCRIBED AS LYING ON THE WEST SIXTEEN (16) FEET OF LOT 46, BLOCK 1 IN DALE ROUSH SECOND SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA;

is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

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

ORDINANCE NO. 9352 (Cont.)

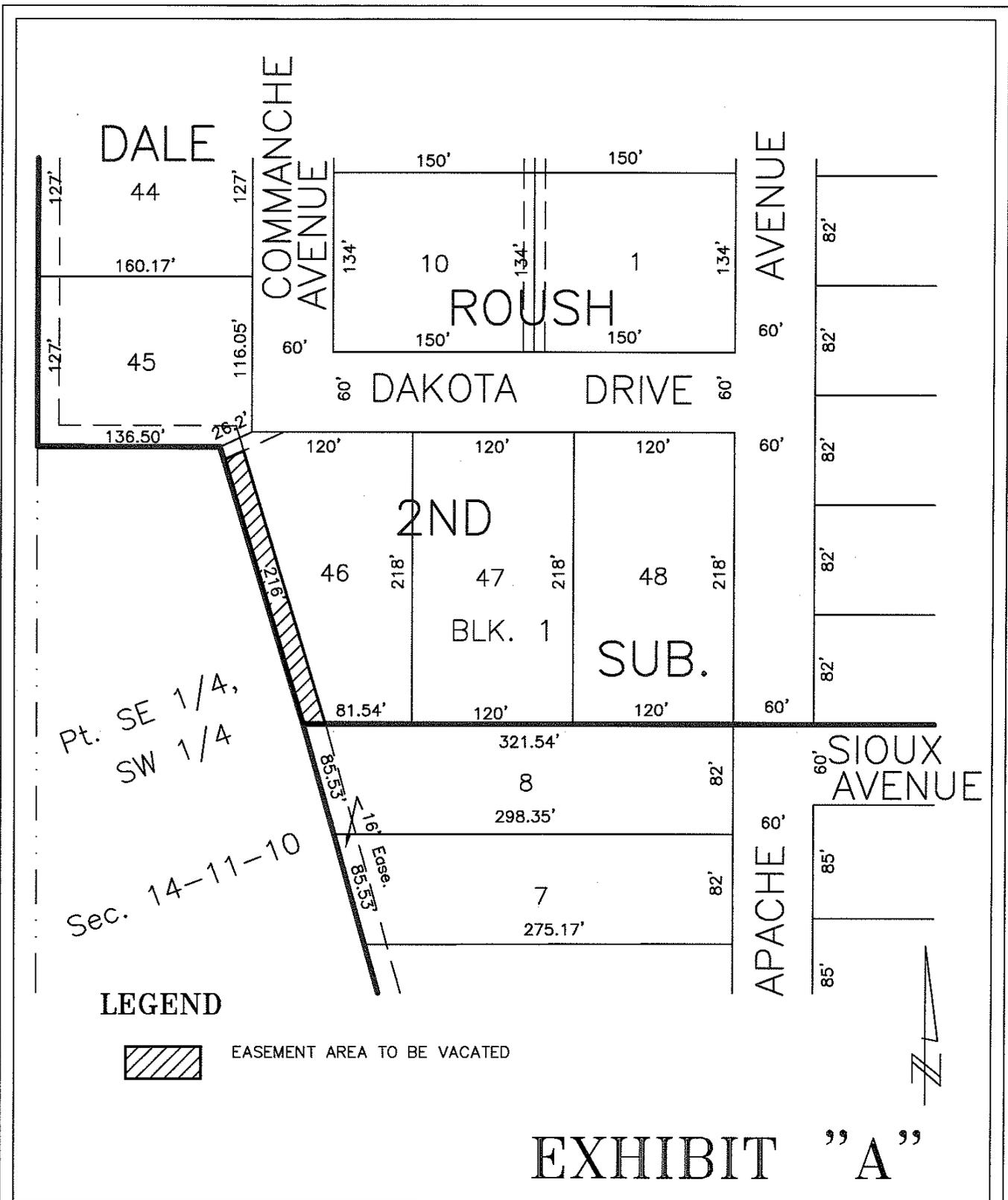
SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



CITY OF
GRAND ISLAND
 PUBLIC WORKS DEPARTMENT

DATE: 12/67/11
 DRN BY: L.D.C.
 SCALE: 1"=100'

PLAT TO ACCOMPANY
 ORDINANCE



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item F6

#9353 - Consideration of Vacation of Starwood Avenue from Cedar Ridge Court East in Oak Pointe Subdivision (R.B.O., L.L.C. a Nebraska Limited Liability Company)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: December 20, 2011

Subject: Consideration of Vacation of Starwood Avenue from Cedar Ridge Court East in Oak Pointe Subdivision (R.B.O., L.L.C. a Nebraska Limited Liability Company)

Item #'s: F-6

Presenter(s): John Collins, Public Works Director

Background

Council action is required for vacation of a public street.

Discussion

R.B.O., L.L.C. is considering redesigning the Oak Pointe Subdivision area and wishes to vacate the east end of Starwood Avenue.

The vacated portion of Starwood Avenue is on tonight's council agenda for dedication as a public utility easement.

Alternatives

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

1. Move to approve or deny.
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 request for the vacation of Starwood Avenue.

Sample Motion

Move to approve the Ordinance.

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

ORDINANCE NO. 9353

An ordinance to vacate a portion of the public street between Lot Five (5), Lot Six (6) and Lot Seven (7), in Oak Pointe Subdivision to Grand Island, Hall County, Nebraska and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That a portion of the public street consisting of a tract of land comprising that portion of Starwood Avenue lying east of the west line of Lot Five (5), Oak Pointe Subdivision, if extended, to a point on the north line of Lot Seven (7), Oak Pointe Subdivision is hereby vacated and more particularly described as follows:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF STARWOOD AVENUE; THENCE RUNNING EASTERLY ON THE NORTH RIGHT OF WAY LINE OF STARWOOD AVENUE, A DISTANCE OF THREE HUNDRED FIFTY NINE AND SEVENTY FOUR HUNDREDTHS (359.74) FEET, TO A POINT OF CURVATURE;

Approved as to Form	☐ _____
December 14, 2011	☐ City Attorney

ORDINANCE NO. 9353 (Cont.)

THENCE RUNNING SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS FIFTY (50.00) FEET, AN ARC DISTANCE OF TWO HUNDRED TWENTY FIVE AND FIFTY SIX HUNDREDTHS (225.56) FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STARWOOD AVENUE AND THE NORTH LINE OF LOT SIX (6), OAK POINTE SUBDIVISION; THENCE RUNNING WESTERLY ON THE SOUTH RIGHT OF WAY LINE OF STARWOOD AVENUE, A DISTANCE OF THREE HUNDRED TEN (310.0) FEET, TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF STARWOOD AVENUE AND THE WEST LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, IF EXTENDED; THENCE RUNNING NORTHERLY ON THE EXTENSION OF THE WEST LINE OF LOT FIVE (5), STARWOOD AVENUE, A DISTANCE OF SIXTY (60.00) FEET, TO THE POINT OF BEGINNING.

Such public street to be vacated is shown and more particularly described on Exhibit A attached hereto.

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

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

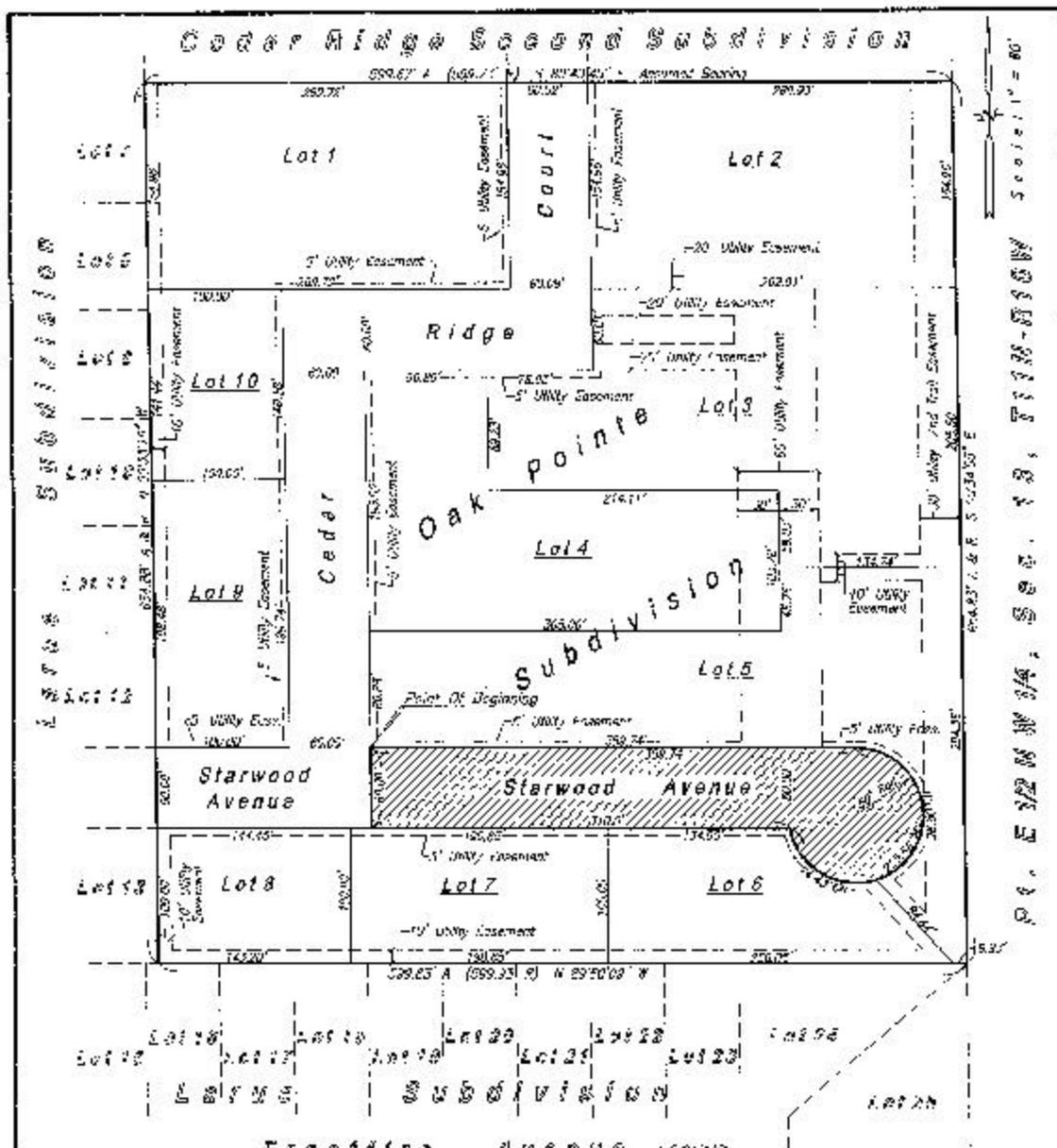
SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 20, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



Description

A tract of land comprising that portion of Starwood Avenue lying east of the west line of Lot Five (5), Oak Pointe Subdivision, if Extended, to a point on the north line of Lot Seven (7), Oak Pointe Subdivision, more particularly described as follows:

Beginning at the intersection of the west line of Lot Five (5), Oak Pointe Subdivision and the north right of way line of Starwood Avenue; thence running easterly on the north right of way line of Starwood Avenue, a distance of Three Hundred Fifty Nine and Seventy Four Hundredths (359.74) feet, to a point of curvature; thence running southwesterly along the arc of a curve to the right whose radius is Fifty (50.00) feet, an arc distance of Two Hundred Twenty Five and Fifty Six Hundredths (225.56) feet, to a point on the south right of way line of Starwood Avenue and the north line of Lot Six (6), Oak Pointe Subdivision; thence running westerly on the south right of way line of Starwood Avenue, a distance of Three Hundred Ten (310) feet, to the point of intersection of the south right of way line of Starwood Avenue and the west line of Lot Five (5), Oak Pointe Subdivision, if Extended; thence running northerly on the extension of the west line of Lot Five (5), Starwood Avenue, a distance of Sixty (60.00) feet, to the Point of Beginning.

Exhibit 'A'

Date, November 14, 2011

Sheet No. 1 of 1



2510 NORTH WEBB ROAD, GRAND ISLAND INDIANA 46522 P.O. BOX 648
 E-MAIL kurayeh@compuserve.com TEL: 317-832-1472 FAX: (317) 330-1423



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item F7

#9354 - Consideration of Vacation of a Utility Easement Located in Oak Pointe Subdivision (R.B.O., L.L.C.)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: December 20, 2011

Subject: Consideration of Vacation of a Utility Easement Located in Oak Pointe Subdivision (R.B.O., L.L.C.)

Item #'s: F-7

Presenter(s): John Collins, Public Works Director

Background

A sixty (60) foot wide utility easement was filed with Hall County on September 14, 2011. There are no conflicts with utilities.

Discussion

The developer of the Oak Pointe Subdivision has requested that the sixty (60) foot wide utility easement be vacated to allow for redesign of the development.

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 passing of an ordinance vacating the utility easement in Oak Pointe Subdivision.

Sample Motion

Move to approve the passing of an ordinance vacating the utility easement in Oak Pointe Subdivision.

ORDINANCE NO. 9354

An ordinance to vacate an existing utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the existing utilities easement located in a tract of land comprising that portion of Oak Pointe Subdivision, more particularly described as follows:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE STARWOOD AVENUE, SAID POINT BEING FIVE (5.0) FEET EAST OF THE SOUTHWEST CORNER OF LOT FIVE (5), OAK POINTE SUBDIVISION; THENCE RUNNING NORTHERLY PARALLEL WITH THE WEST LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, A DISTANCE OF FIVE (5.0) FEET; THENCE RUNNING EASTERLY PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF STARWOOD AVENUE, A DISTANCE OF TWO HUNDRED SEVENTY (270.0) FEET; THENCE RUNNING NORTHERLY PARALLEL WITH THE EAST LINE OF CEDAR RIDGE COURT, A DISTANCE OF TWO HUNDRED SEVENTY FOUR AND EIGHTY SEVEN HUNDREDTHS (274.87) FEET; THENCE RUNNING EASTERLY PARALLEL WITH THE SOUTH LINE OF LOT TWO (2), OAK POINTE SUBDIVISION, A DISTANCE OF FORTY FIVE (45.0) FEET; THENCE RUNNING SOUTHERLY PARALLEL WITH THE EAST LINE OF CEDAR RIDGE COURT, A DISTANCE OF TWO HUNDRED SEVENTY NINE AND EIGHTY SEVEN HUNDREDTHS (279.87) FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STARWOOD AVENUE; THENCE RUNNING EASTERLY ON THE NORTH RIGHT OF WAY LINE OF

ORDINANCE NO. 9354 (Cont.)

STARWOOD AVENUE, A DISTANCE OF FIFTEEN (15.0) FEET; THENCE RUNNING NORTHERLY PARALLEL WITH THE EAST LINE OF CEDAR RIDGE COURT, A DISTANCE OF FIVE (5.0) FEET; THENCE RUNNING EASTERLY PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF STARWOOD AVENUE, A DISTANCE OF TWENTY FOUR AND EIGHT TENTHS (24.8) FEET, TO A POINT OF CURVATURE; THENCE RUNNING SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS FIFTY FIVE (55.0) FEET, AN ARC DISTANCE OF SIXTY THREE AND SEVENTY FIVE HUNDREDTHS (63.75) FEET; THENCE RUNNING SOUTHERLY PARALLEL WITH THE EAST LINE OF OAK POINTE SUBDIVISION, A DISTANCE OF FORTY TWO AND SEVENTY THREE HUNDREDTHS (42.73) FEET, TO A POINT OF CURVATURE; THENCE RUNNING SOUTHWESTERLY ALONG THE ARC OF A CURVE TO RIGHT WHOSE RADIUS IS FIFTY FIVE (55.0) FEET, AN ARC DISTANCE OF ONE HUNDRED THIRTY SIX AND THIRTY SIX HUNDREDTHS (136.36) FEET, TO A POINT FIVE (5.0) FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF STARWOOD AVENUE; THENCE RUNNING WESTERLY PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF STARWOOD AVENUE, A DISTANCE OF THREE HUNDRED ONE (301.0) FEET; THENCE RUNNING NORTHERLY PARALLEL WITH THE WEST LINE OF LOT FIVE (5.0), OAK POINTE SUBDIVISION, IF EXTENDED, A DISTANCE OF FIVE (5.0) FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STARWOOD AVENUE; THENCE RUNNING EASTERLY ON THE SOUTH RIGHT OF WAY LINE OF STARWOOD AVENUE, A DISTANCE OF THREE HUNDRED FIVE (305.0) FEET, TO A POINT ON A CURVE; THENCE RUNNING SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS FIFTY (50.0) FEET, AN ARC DISTANCE OF TWO HUNDRED TWENTY FIVE AND FIFTY SIX HUNDREDTHS (225.56) FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STARWOOD AVENUE; THENCE RUNNING WESTERLY ON THE NORTH RIGHT OF WAY LINE OF STARWOOD AVENUE, A DISTANCE OF THREE HUNDRED FIFTY FOUR AND SEVENTY FOUR HUNDREDTHS (354.74) FEET, TO THE POINT OF BEGINNING.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

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

ORDINANCE NO. 9354 (Cont.)

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

Enacted: December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Description

A tract of land comprising that portion of Oak Pointe Subdivision, more particularly described as follows:

Beginning at a point on the north right of way line Starwood Avenue, said point being five (5.0) feet east of the southwest corner of Lot Five (5), Oak Pointe Subdivision; thence running northerly parallel with the west line of Lot Five (5), Oak Pointe Subdivision, a distance of Five (5.0) feet; thence running easterly parallel with the north right of way line of Starwood Avenue, a distance of Two Hundred Seventy (270.0) feet; thence running northerly parallel with the east line of Cedar Ridge Court, a distance of Two Hundred Seventy Four and Eighty Seven Hundredths (274.87) feet; thence running easterly parallel with the south line of Lot Two (2), Oak Pointe Subdivision, a distance of Forty Five (45.0) feet; thence running southerly parallel with the east line of Cedar Ridge Court, a distance of two Hundred Seventy Nine and Eighty Seven Hundredths (279.87) feet, to a point on the north right of way line of Starwood Avenue, thence running easterly on the north right of way line of Starwood Avenue, a distance of Fifteen (15.0) feet; thence running northerly parallel with the east line of Cedar Ridge Court, a distance of Five (5.0) feet; thence running easterly parallel with the north right of way line of Starwood Avenue, a distance of twenty Four and Eight tenths (24.8) feet, to a point of curvature; thence running southeasterly on the arc of a curve to the right whose radius is Fifty Five (55.0) feet, an arc distance of Sixty Three and Seventy Five Hundredths (63.75) feet, thence running southerly parallel with the east line of Oak Pointe Subdivision, a distance of Forty Two and Seventy Three Hundredths (42.73) feet, to a point of curvature; thence running southwesterly along the arc of a curve to right whose radius is Fifty Five (55.0) feet, an arc distance of One Hundred thirty Six and Thirty Six Hundredths (136.36) feet, to a point five (5.0) feet south of the south right of way line of Starwood Avenue; thence running westerly parallel with the south right of way line of Starwood Avenue, a distance of three Hundred One (301.0) feet; thence running northerly parallel with the west line of Lot Five (5), Oak Pointe Subdivision, if Extended, a distance of Five (5.0) feet, to a point on the south right of way line of Starwood Avenue; thence running easterly on the south right of way line of Starwood Avenue, a distance of Three Hundred Five (305.00) feet, to a point on a curve; thence running southwesterly on the arc of a curve to the left whose radius is Fifty (50.0) feet, an arc distance of Two Hundred Twenty five and Fifty Six Hundredths (225.56) feet, to a point on the north right of way line of Starwood Avenue; thence running westerly on the north right of way line of Starwood Avenue, a distance of Three Hundred Fifty Four and Seventy Four Hundredths (354.74) feet, to the Point of Beginning.

Exhibit 'A'

Date: November 14, 2011

Sheet No. 2 OF 2



2810 NORTH WEDS ROAD, GRANITE SPRING, NEBRASKA 68832 P.O. BOX 648
E-MAIL: smpoyor@compuser.com PHONE: (508) 952-1472 FAX: (508) 952-1488



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item F8

#9355 - Consideration of Conveyance of a Tract of Land Owned by the City of Grand Island to the State of Nebraska, Department of Roads for Project 34-4(126)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: December 20, 2011

Subject: Conveyance of a Tract of Land Owned by the City of Grand Island to the State of Nebraska, Department of Roads for Project 34-4(126)

Item #'s: F-8

Presenter(s): John Collins, Public Works Director

Background

The State of Nebraska, Department of Roads (NDOR) is planning to improve a portion of US Highway 34 from US-281 to South Locust Street. The project includes milling of the existing roadway surface and overlaying with asphalt. US-34 will be widened at the intersection of Blaine Street to accommodate left turn lanes. The bridge immediately west of the Blaine Street intersection will be replaced with a concrete box culvert. Construction is scheduled in 2012.

In order for US-34 to be widened and the new box culvert constructed, 0.03 Acre of property owned by the City of Grand Island must be acquired by NDOR.

Discussion

In accordance with Article 1, Section 21 of the Constitution of the State of Nebraska, an appraisal on the property was conducted to determine just compensation. Documentation of this appraisal was provided to the City of Grand Island in a Project Report. The appraisal was reviewed by a Certified Review Appraiser, and a Compensation Estimate was prepared by NDOR.

NDOR's offer of \$1,142.00 is based on the following.

Purchase 0.03 Acre at \$20,000.00 per Acre: \$600.00
Control of Access: \$25.00
Move and Relocate Fencing: \$517.00

Notice of this sale shall be published for three consecutive weeks in the *Grand Island Independent* to allow a remonstrance to be filed against the conveyance of this real estate. If no remonstrance is filed against the conveyance, the Mayor is authorized to complete the conveyance without further Council action.

Alternatives

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

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

Recommendation

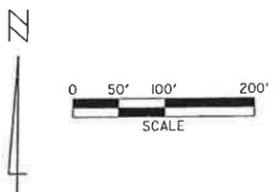
Public Works Administration recommends that the Council approve the agreement of the sale of the property as described in the Warranty Deed to the State of Nebraska, Department of Roads in the amount of \$1,142.00.

Sample Motion

Move to approve the sale of property as described in the Warranty Deed to the State of Nebraska, Department of Roads.

Previous R.O.W. Projects
 F-228(18)
 F-228(20)

TRACT NO. COUNTRY CLUB HOLDING ASSOCIATION, A CORPORATION, PT. SW4 OF SEC. 28



- Sta. 48+50 to Sta. 50+65 Lt. Build 500 Sq. Yds. of Erosion Control, Class 10, (---' Width), Plan 501-R5.
- Sta. 48+50 to Sta. 50+70 Lt. Build 200 Lin. Ft. of Fabric Silt Fence-Low Porosity, Plan 502
- Sta. 49+83.29 to Sta. 50+33.29 Build Pavement Approach Slab, Special Plan 1.
- Sta. 50+84.41 Build 106'-3" Lin. Ft. of W-Beam Guardrail, 4-Beam Approach Sections, 4-Guardrail End Treatment, Type II, Special Plan 1C.
- Sta. 50+84.41 #5034 2318E) SLAB BR. ON 18" SPANS CONC. R/WY. (Widen to 44'-0" Roadway), Special Plan 1
- Sta. 51+35.57 to Sta. 51+85.57 Build Pavement Approach Slab, Special Plan 1.
- Sta. 51+10 to Sta. 52+40 Lt. Build 170 Lin. Ft. of Fabric Silt Fence-Low Porosity, Plan 502
- Sta. 51+30 to Sta. 53+00 Lt. Build 520 Sq. Yds. of Erosion Control, Class 10, (---' Width), Plan 501-R5.
- Sta. 51+46 to Sta. 58+57 Lt. Remove 612 Sq. Yds. of Asphalt Surface. (Shoulder)
- Sta. 51+85.57 to Sta. 59+69.62 Lt. Build 1,211 Sq. Yds. of Concrete Base Course, Plan 301-R10.
- Sta. 58+00.00 #1624 23201) 1-54'-3" SPANS CONC. R/WY. SLAB BR. ON 19" SKEW W/30' R/WY. Remove.
- Sta. 58+80.00 D.A. = 642 mi², Q₁₀₀ = 165 cfs, H.W. = 3.9' Build 8' x 7' x 90' Concrete Box Culvert on 15° Skew w/Wingwalls, Special Plan 2C, Fill=5.3' Exca. = 107 Cu. Yds.
- Sta. 58+00 to Sta. 59+60 Lt. Build 210 Lin. Ft. of Fabric Silt Fence-Low Porosity, Plan 502
- Sta. 59+13 to Sta. 59+64 Lt. Remove 20 Sq. Yds. of Asphalt Surface.
- Sta. 59+22.44, 256' LT. 1-49'-9" SPANS CONC. CONC. SLAB BR. W/17' R/WY.
- Sta. 60+38 48" x 85" REINF. CONC. PIPE W/WRISLS. Remove Headwalls & Extend 9' Lt. on 30° skew & 10' Rt. Build Flared End Sections, Plan 410-R3. 2-Concrete Collars, Plan 425-R4.
- Sta. 59+88.33 to Sta. 60+00.00 Lt. Build 1,198 Sq. Yds. of Concrete Base Course, Plan 301-R10.
- Sta. 60+38 to Sta. 60+00 Lt. Remove 102 Sq. Yds. of Asphalt Surface. (Shoulder)

1/4 SEC. LINE
 STA. 33+52.45

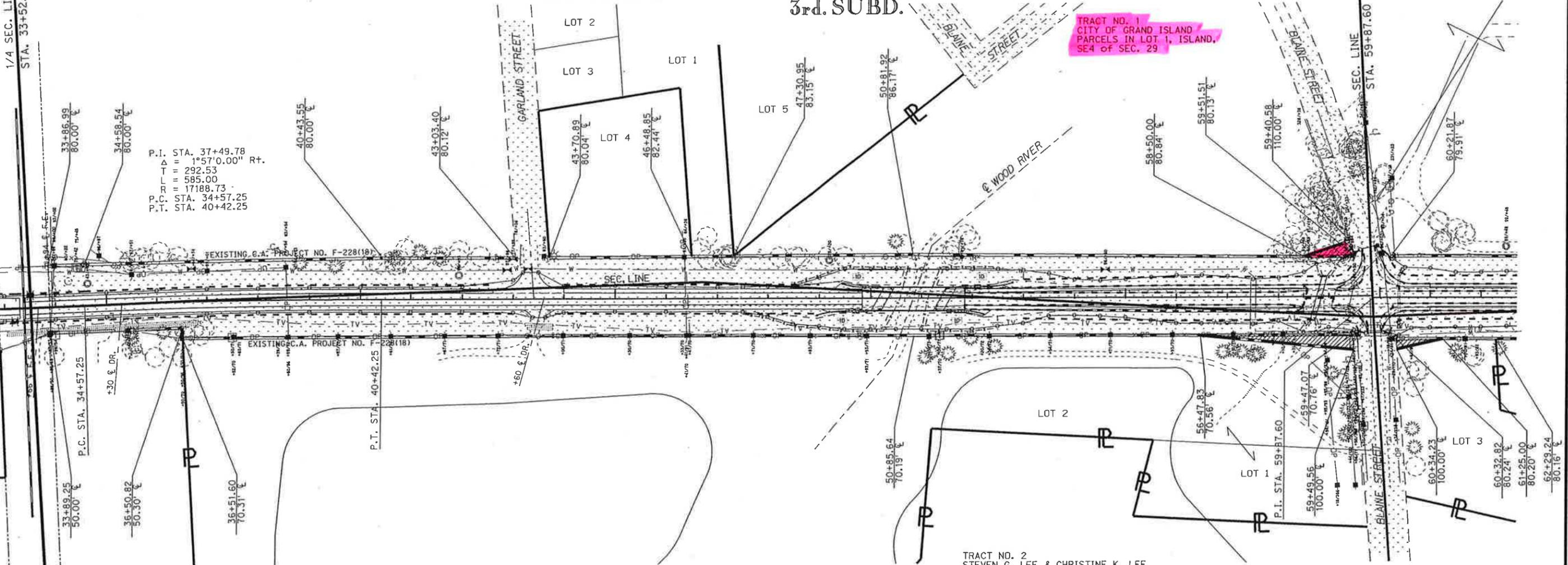
SEC. 29-T11N-R9W

RIVERSIDE 2nd. ADDITION

RIVERSIDE FARM 3rd. SUBD.

55

60



P.I. STA. 37+49.78
 $\Delta = 1^{\circ}57'0.00''$ Rt.
 $T = 292.53$
 $R = 585.00$
 $L = 17188.73$
 P.C. STA. 34+57.25
 P.T. STA. 40+42.25

TRACT NO. 1
 CITY OF GRAND ISLAND
 PARCELS IN LOT 1, ISLAND,
 SE4 OF SEC. 29

TRACT NO. 2
 STEVEN G. LEE & CHRISTINE K. LEE
 J.T. - Lot 1, HEAVENLY HAVEN THIRD
 SUBDIVISION, HALL COUNTY, NEBRASKA,
 & PART OF LOTS 1 AND 2 (ISLAND), IN
 SEC. 32-T11N-R9W, HALL COUNTY, NEBRASKA

TRACT NO. 3
 KURT F. McCALLUM & SHIRLEY
 McCALLUM, H&W, J.T. - LOT 3, LAKE
 HERITAGE 2nd. SUBDIVISION.
 GRAND ISLAND, HALL COUNTY, NEBRASKA

Sta. 34+94.481 Rt. 2'-42" x 37" REINF. CONC. PIPE W/WRISLS.

Sta. 43+51.49 Rt. 48" x 55' C.M. DR. PIPE

Sta. 43+84.87 Rt. 48" x 50' C.M. DR. PIPE

Sta. 48+00 to Sta. 50+35 Rt. Build 550 Sq. Yds. of Erosion Control, Class 10, (---' Width), Plan 501-R5.

Sta. 47+50 to Sta. 50+50 Rt. Build 350 Lin. Ft. of Fabric Silt Fence-Low Porosity, Plan 502

Sta. 50+84.41 Remove 400 Lin. Ft. of Guardrail.

Sta. 51+00 to Sta. 52+40 Rt. Build 210 Lin. Ft. of Fabric Silt Fence-Low Porosity, Plan 502

Sta. 51+10 to Sta. 52+40 Rt. Build 430 Sq. Yds. of Erosion Control, Class 10, (---' Width), Plan 501-R5.

Sta. 51+28 to Sta. 58+48 Rt. Remove 618 Sq. Yds. of Asphalt Surface. (Shoulder)

Sta. 51+85.57 to Sta. 59+78.24 Rt. Build 1,082 Sq. Yds. of Concrete Base Course, Plan 301-R10.

Sta. 57+85.165 Rt. 18" x 59' P.C.P. PIPE

Sta. 58+80.00 Remove 446 Lin. Ft. of Guardrail.

Sta. 58+00 to Sta. 59+60 Rt. Build 190 Lin. Ft. of Fabric Silt Fence-Low Porosity, Plan 502

Sta. 59+05 to Sta. 59+52 Rt. Remove 26 Sq. Yds. of Asphalt Surface.

Surface 4-Way Intersection. See Sheet 2-5.

Sta. 60+00.89 to Sta. 60+00.00 Lt. Build 1,119 Sq. Yds. of Concrete Base Course, Plan 301-R10.

Sta. 60+62 to Sta. 60+00 Rt. Remove 700 Sq. Yds. of Asphalt Surface. (Shoulder)

HEAVENLY HAVEN THIRD SUBDIVISION

THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS
Negotiations Plans
 TENTATIVE FINAL PLANS
 SUBJECT TO CHANGE
 DATE: 11-04-2011

ORDINANCE NO. 9355

An ordinance directing and authorizing the sale of real estate to the State of Nebraska, Department of Roads; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The City of Grand Island, Nebraska, will convey to the State of Nebraska, Department of Roads a tract of land legally described as:

A TRACT OF LAND LOCATED IN PARCELS, LOT 1, ISLAND, IN SE4, OF SEC. 29-T11N-R9W, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTHERLY A DISTANCE OF 117.00 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION; THENCE WESTERLY DEFLECTING 086 DEGREES, 41 MINUTES, 43 SECONDS LEFT, A DISTANCE OF 30.22 FEET TO A POINT ON THE NORTHERLY HIGHWAY 34 RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE WESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS A DISTANCE OF 101 .51 FEET ALONG SAID LINE; THENCE EASTERLY DEFLECTING 161 DEGREES, 45 MINUTES, 15 SECONDS RIGHT, A DISTANCE OF 95.16 FEET TO A POINT ON THE WESTERLY BLAINE STREET RIGHT OF WAY LINE; THENCE SOUTHERLY DEFLECTING 087 DEGREES, 44 MINUTES, 43 SECONDS RIGHT, A DISTANCE OF 31.81 FEET ALONG SAID LINE TO THE POINT OF BEGINNING CONTAINING 0.03 ACRES, MORE OR LESS.

SECTION 2. In consideration for such conveyance the purchaser shall pay the City the sum of One thousand, one hundred forty-two and No/100 Dollars (\$1,142.00). Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

ORDINANCE NO. 9355 (Cont.)

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to State of Nebraska, Department of Roads a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

ORDINANCE NO. 9355 (Cont.)

Enacted: December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G1

Approving Minutes of December 6, 2011 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 6, 2011

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 December 6, 2011. Notice of the meeting was given in *The Grand Island Independent* on November 30, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, and John Gericke. Councilmember Randy Gard was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Public Works Director John Collins and Interim Finance Director Jaye Monter.

INVOCATION was given by Jan Vavricek, 2729 Brentwood Blvd. followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek thanked Esther Obermeier for donating the Community Christmas tree. Mayor introduced Community Youth Council members Dillon Spies and Alex Baxter and Board member Randy See.

Mayor Vavricek gave the State of the City address. Mentioned were the many challenges facing the City and changes taking place. The following accomplishments of several continuing projects were mentioned: annexation; sanitary sewer system improvements; economic growth along Highway 281 corridor; Lincoln Park Pool, Five Points rejuvenation; Veterans Athletic Complex, Downtown Quiet Zones; budget; Community Fieldhouse; transportation improvements; North East Interceptor; and Utility Department uranium and air pollution projects.

Looking forward to 2012 were several items: work to formalize a set of goals, Highway 281 roadsides near the malls, clean neighborhoods, public safety study, LB 840 economic development program, the Heartland Events Center, city residency for Rainbow Lake home owners, and the waste water treatment plant.

Councilmember President Gilbert gave the State of the Council address. President Gilbert commented on 2011 as a year of a new journey. Mentioned were two new councilmember's, mayor and city administrator as well as new department directors. She looked forward to the journey of 2012.

City Administrator Mary Lou Brown updated the Council on the Wastewater Treatment Plant. Currently they were putting numbers together and would bring this to a Study Session in January.

SPECIAL ITEMS:

ELECTION OF CITY COUNCIL PRESIDENT: Mayor Vavricek opened the nominations for Council President. Councilmember Ramsey nominated Councilmember Gilbert.

Motion by Gericke, second by Ramsey, carried unanimously to make the vote a unanimous one for Councilmember Peg Gilbert as City Council President for 2012. Upon roll call vote, all voted aye. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from GIPH Restaurants, LLC dba Pizza Hut, 707 North Diers Avenue for a Class "A" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "A" Liquor License had been received from GIPH Restaurants, LLC dba Pizza Hut, 707 North Diers Avenue. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on November 16, 2011; notice to the general public of date, time, and place of hearing published on November 26, 2011; notice to the applicant of date, time, and place of hearing mailed on November 16, 2011; along with Chapter 4 of the City Code. Also submitted with the application was a Liquor Manager designation for Scott Kemery, 4156 Vermont Avenue. Staff recommended approval contingent upon final inspections for the liquor license and denial of the Liquor Manager designation based on the Liquor Control Rules and Regulations Section 53-131.01 (d) as submitted by the Police Report. Dave Staab, 3103 Brentwood Blvd. spoke in support. No further public testimony was heard.

Public Hearing on Request from GIPH Restaurants, LLC dba Pizza Hut, 1608 South Locust Street for a Class "A" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "A" Liquor License had been received from GIPH Restaurants, LLC dba Pizza Hut, 1608 South Locust Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on November 16, 2011; notice to the general public of date, time, and place of hearing published on November 26, 2011; notice to the applicant of date, time, and place of hearing mailed on November 16, 2011; along with Chapter 4 of the City Code. Also submitted with the application was a Liquor Manager designation for Scott Kemery, 4156 Vermont Avenue. Staff recommended approval contingent upon final inspections for the liquor license and denial of the Liquor Manager designation based on the Liquor Control Rules and Regulations Section 53-131.01 (d) as submitted by the Police Report. Dave Staab, 3103 Brentwood Blvd. spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 1010 and 1040 Allen Drive (Batis Development Company). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3501 South Blaine Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing primary electrical conduit, cable and two pad-mounted transformers to provide power to the new building housing two new businesses. Staff recommended approval. No public testimony was heard.

ORDINANCES:

Regional Planning Director Chad Nabity reported this was the second reading to annex property located at 1120 and 1140 South Lincoln.

#9346 – Consideration of Annexation of Property Located at 1120 and 1140 South Lincoln Avenue (former Aurora Coop Site) (Second Reading)

Motion by Dugan, second by Niemann to approve Ordinance #9346 on second reading. Upon roll call vote all voted aye. Motion adopted.

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

#9348 – Consideration of Creating Sanitary Sewer Tap District No. 530T; US Highway 281 Sanitary Sewer Extension to Interstate 80

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

Public Works Director John Collins reported that several meetings had taken place with Council concerning the request from several businesses along US Highway 281 near the Interstate 80 interchange to extend City sanitary sewer to serve their property. Council action was required to create a sanitary sewer tap (connection) district for this area.

Motion by Gilbert, second by Donaldson to approve Ordinance #9348.

City Clerk: Ordinance #9348 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 #9348 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9348 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of November 22, 2011 City Council Regular Meeting.

Approving Minutes of November 29, 2011 City Council Study Session.

Approving Appointment of Kris Jerke to the Business Improvement District #8 Board.

Approving Liquor Manager Designation for Robert Real, 609 East 9th Street, Wood River, Nebraska for United Veterans Club, 1914 West Capital Avenue.

#2011-350 – Approving Utility Easement Located at 1010 and 1040 Allen Drive (Batis Development Company).

#2011-351 – Approving Bid Award for Water Main Construction in the Parkview Area – Water Main Districts #457, #459, #460, and #461 with K2 Construction of Lincoln, Nebraska in an Amount of \$897,249.13.

#2011-352 – Approving Bid Award for Low NO_x Conversion Burners – Platte Generating Station with Babcock Power Services, Inc. of Lees Summit, Missouri in an Amount of \$3,251,444.00.

#2011-353 – Approving Amended Subdivision Agreement for Fairway Crossings at Indianhead Golf Course First Subdivision.

#2011-354 – Approving Change Order No. 1 for Broadwell Avenue Shoulder Improvement – Capital Avenue to Veteran’s Athletic Fields with J.I.L. Asphalt Paving Co. of Grand Island, Nebraska for an Increase of \$6,506.20 and a Revised Contract Amount of \$125,699.90.

#2011-355 – Approving Change Order No. 1 for the St. Joseph Trail Reconstruction – 2011 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$7,242.08 and a Revised Contract Amount of \$176,011.33.

#2011-356 – Approving Certificate of Final Completion for the St. Joseph Trail Reconstruction – 2011 with The Diamond Engineering Company of Grand Island, Nebraska.

#2011-357 – Approving Bid Award for Lift Station No. 7 Repairs; Project No. 2011-S-1 with Midlands Contracting, inc. of Kearney, Nebraska in an Amount of \$310,978.67.

#2011-358 – Approving Agreement with NDOR for US Highway 30 Improvements with the City’s Share Estimated to be \$423,705.00.

#2011-359 – Approving Certificate of Final Completion for Sugar Beet Ditch Piping at Suck’s Lake; Drainage Project No. 2011-D-3 with The Diamond Engineering Company of Grand Island, Nebraska.

#2011-360 – Approving State Bid Award for (1) 2012 3/4 Ton Ford F250 4x4 Pickup for the Solid Waste Division of the Public Works Department with Anderson Ford Lincoln Mercury of Lincoln, Nebraska in an Amount of \$23,346.00.

#2011-361 – Approving Supplemental Agreement No. 4 with Schemmer Associates, Inc. of Lincoln, Nebraska for Engineering Consulting Services for the Walk to Walnut Project in an Amount not to exceed \$4,920.71 and a Total Consulting Service Cost of \$76,230.03.

RESOLUTIONS:

#2011-362 – Consideration of Request from GIPH Restaurants, LLC dba Pizza Hut, 707 North Diers Avenue for a Class “A” Liquor License and Liquor Manager Designation for Scott Kemery, 4156 Vermont Avenue. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Niemann to approve Resolution #2011-362 contingent upon final inspections and deny the Liquor Manager request from Scott Kemery, 4156 Vermont Avenue based on the Police Department Report and Liquor Control Rules and Regulations Section 53-131.01 (d). Upon roll call vote, all voted aye. Motion adopted.

#2011-363 – Consideration of Request from GIPH Restaurants, LLC dba Pizza Hut, 1608 South Locust Street for a Class “A” Liquor License and Liquor Manager Designation for Scott Kemery, 4156 Vermont Avenue. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Niemann to approve Resolution #2011-363 contingent upon final inspections and deny the Liquor Manager request from Scott Kemery, 4156 Vermont Avenue based on the Police Department Report and Liquor Control Rules and Regulations Section 53-131.01 (d). Upon roll call vote, all voted aye. Motion adopted.

#2011-364 – Approving Utilities Relocation Agreement with the Burlington Northern Santa Fe Railroad for Double Track Project. Utilities Director Tim Luchsinger reported that this item was discussed at the November 29, 2011 Study Session. BNSF were in the process of building a double track through Grand Island. This agreement would allow BNSF to acquire property from the City and pay for the relocation of utility easements.

Motion by Carney, second by Niemann to approve Resolution #2011-364. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Ramsey to approve the Claims for the period of November 23, 2011 through December 6, 2011, for a total amount of \$3,465,671.14. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Ramsey to adjourn to Executive Session at 7:45 p.m. for the purpose of a strategy session with respect to pending litigation. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Dugan, second by Gericke to return to Regular Session at 8:26 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:26 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G2

Approving Re-Appointments of John Hoggatt and Roger Bullington to the Grand Island Facilities Corporation Board

The Mayor has submitted the re-appointments of John Hoggatt and Roger Bullington to the Grand Island Facilities Corporation Board. These appointments would become effective immediately upon approval by the City Council and would expire on December 1, 2014.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G3

Approving Re-Appointments to the Electrical Board

The following individuals have expressed their willingness to serve on the City of Grand Island Electrical Board for the year 2012. Denise Kozel, Master Electrician; Mike Rivera, Journeyman Electrician; Brady Blauhorn, Utility Department Representative; Terry Klanecky, General Public Representative; and Craig Lewis, Building Department as Ex-Officio member. The above recommendations are made in compliance with the Grand Island City Code. These appointments would become effective January 1, 2012 upon approval by the City Council and would expire on December 31, 2012.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G4

Approving Re-Appointments to the Mechanical Examining Board

The following individuals have expressed their willingness to serve on the City of Grand Island Mechanical Board for the year 2012. Mike McElroy, Master Mechanical; Loren Peterson, Gas Company Representative; Scott Hilligas, Contracting Mechanical; Mike Myers, Master Mechanical; Todd Bredthauer, Journeyman Mechanical; Tom O'Neill, Community Member; and Russ Shaw, Plumbing Inspector for the Building Department. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2012 upon approval by the City Council and would expire on December 31, 2012.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G5

Approving Re-Appointments to the Plumbers Examining Board

The following individuals have expressed their willingness to serve on the City of Grand Island Plumbing Board for a two year term 2012/2013. Verne Penas and Mike Bailey, Master Plumbers; Jennifer Herman, General Public Representative, and Craig Lewis and David Scoggins, Building Department Ex-Officio's. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2012 upon approval by the City Council and would expire on December 31, 2013.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G6

#2011-365 - Approving Final Plat and Subdivision Agreement for Ponderosa Village Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: December 20, 2011
Subject: Ponderosa Village Subdivision – Final Plat
Item #'s: G-6
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This property is located west of US Hwy 281 and south of Rae Road, this final plat proposes to create 4 lots on a tract of land consisting of part of Outlot B and part of Outlot C4 of Ponderosa Lake Estates Subdivision, all of Block 4 and all of Block 5 of Ponderosa Lake Estates Fourth Subdivision and vacated James Road Right of Way as described in Ordinance number 9093 all located in the southeast Quarter (SE1/4) of Section Thirty Six (36), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the city of Grand Island in Hall County, Nebraska, said tract containing 4.49 acres.

Discussion

The revised final plat for Ponderosa Village Subdivision was considered by the Regional Planning Commission at the December 2, 2011 meeting. A motion was made by Ruge and seconded by Reynolds to approve the plat as presented. A roll call vote was taken and the motion passed with 8 members present (McCarty, O'Neill, Ruge, Hayes, Reynolds, Bredthauer, Haskins, Snodgrass) voting in favor no member present abstaining.

Alternatives

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

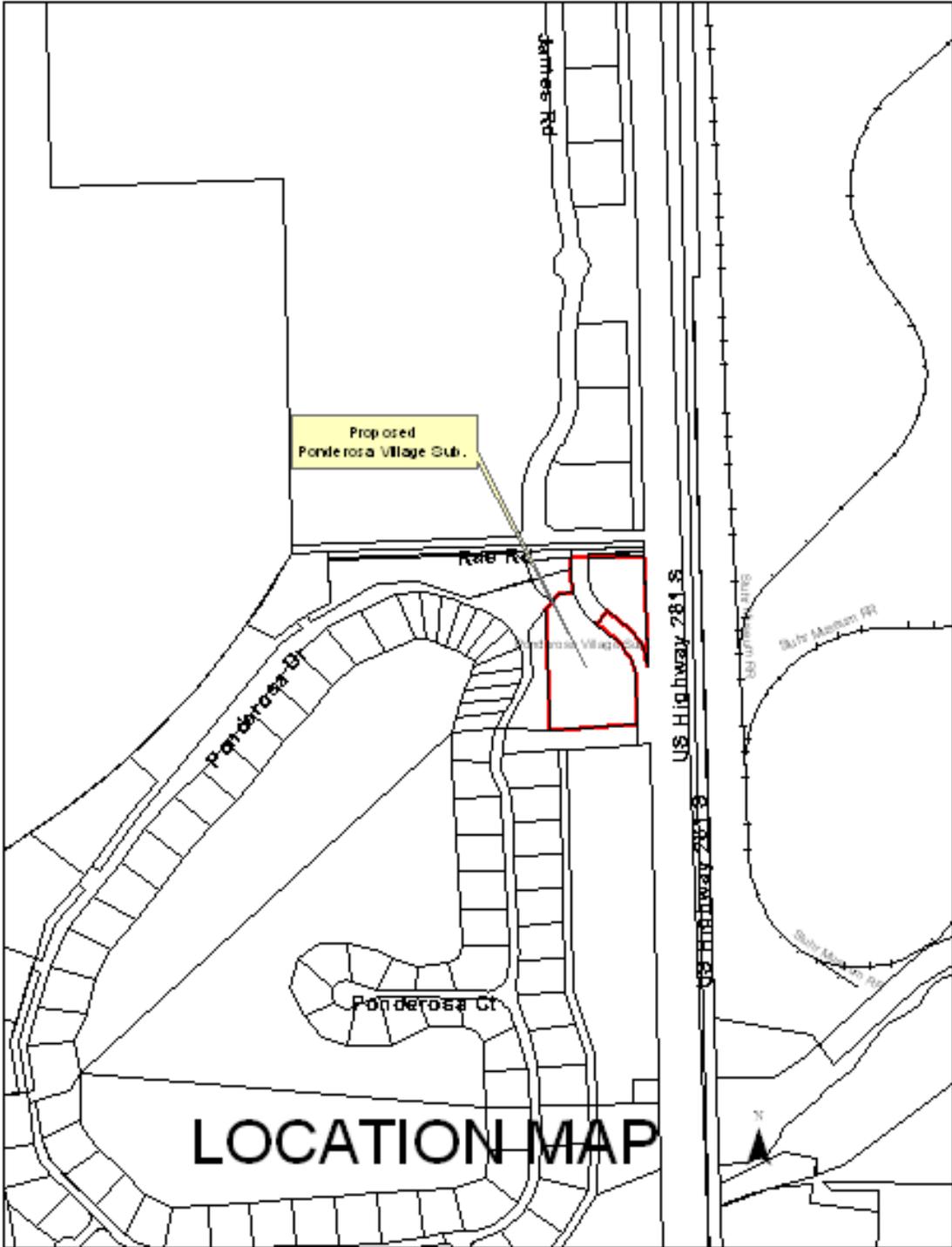
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Ponderosa Village Subdivision Summary

Developer/Owner

Husker Retail Group LLC
Roger Bullington, Manager
3730 South 14th Street
Lincoln, NE 68502
(402) 380-2689

Four commercial lots west of U.S. Highway 281 and south of Rae Road.

Size: 4.49 Acres

Zoning B2 General Business Zone

Road Access: Public Streets will be built throughout the subdivision. All proposed streets are 41' wide concrete curb and gutter.

Water: City water will be extended throughout the subdivision.

Sewer: City sewer will be extended throughout the subdivision.



RESOLUTION 2011-365

WHEREAS, Husker Retail Development L.L.C., being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as PONDEROSA VILLAGE SUBDIVISION, to be laid out into 4 lots, on a tract of land consisting of part of Outlot B and part of Outlot C4 of Ponderosa Lake Estates Subdivision, all of Block 4 and all of Block 5 of Ponderosa Lake Estates Fourth Subdivision and vacated James Road Right of Way as described in Ordinance Number 9093 all located in the Southeast Quarter (SE1/4) of Section Thirty Six (36), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the city of Grand Island in Hall County, Nebraska, said tract containing 4.49, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 14, 2011 ☐ City Attorney



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G7

**#2011-366 - Approving Acquisition of Utility Easement - West of
Locust Street, and North of Schimmer Drive - Hooker Brothers
Sand & Gravel**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-366

WHEREAS, a public utility easement is required by the City of Grand Island, from Hooker Brothers Sand and Gravel, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on December 20, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter (SE1/4) Section Thirty Three (33), Township Eleven (11) North, Range Nine (9) West; thence northerly along the easterly line of said Southeast Quarter (SE1/4), a distance of one thousand five hundred thirty eight and thirty one hundredths(1,538.31) feet; thence deflecting left 88°35'01" and running westerly along the centerline of an existing easement described in Document 200000822 recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of two hundred forty four and thirty hundredths (244.30) feet to the ACTUAL Point of Beginning; thence deflecting left 30°31'03" and running southwesterly, a distance of one hundred thirty (130.0) feet to the point of termination.

The above-described easement and right-of-way containing 0.060 acres, more or less, as shown on the plat dated 11/30/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

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Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

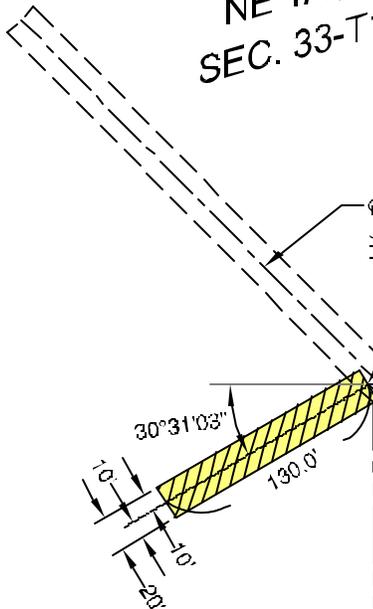
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 14, 2011	☐ City Attorney

NE 1/4, SE 1/4
SEC. 33-T11N-R9W



EXISTING 20'
UTILITY EASEMENT-
DOC. #200000822

POINT OF
BEGINNING

244.30'

TRACT OF LAND
DESCRIBED IN
DOC. #200500690

WEST R-O-W LINE-
LOCUST STREET

208.71'

1/16 SECTION LINE

SECTION LINE
STREET
88°35'01"
LOCUST
1,538.31'



SE 1/4, SE 1/4
SEC. 33-T11N-R9W

EASTERLY LINE- SE 1/4,
SECTION 33-T11N-R9W

SE CORNER- SE 1/4,
SECTION 33-T11N-R9W

SCHIMMER DRIVE

SECTION LINE

LEGEND

 INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 11/30/2011	FILE: SX 33.11.9



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G8

**#2011-367 - Approving Acquisition of Utility Easement - 1404 West
2nd Street - Casey's Retail Company**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-367

WHEREAS, a public utility easement is required by the City of Grand Island, from Casey's Retail Company, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on December 20, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The northerly twenty (20.0) foot of the westerly twenty (20.0) foot of the easterly forty six (46.0) feet of Lot Six (6), Block Ten (10), Kernohan and Decker's Addition to the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 400 square feet, more or less, as shown on the plat dated 12/5/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

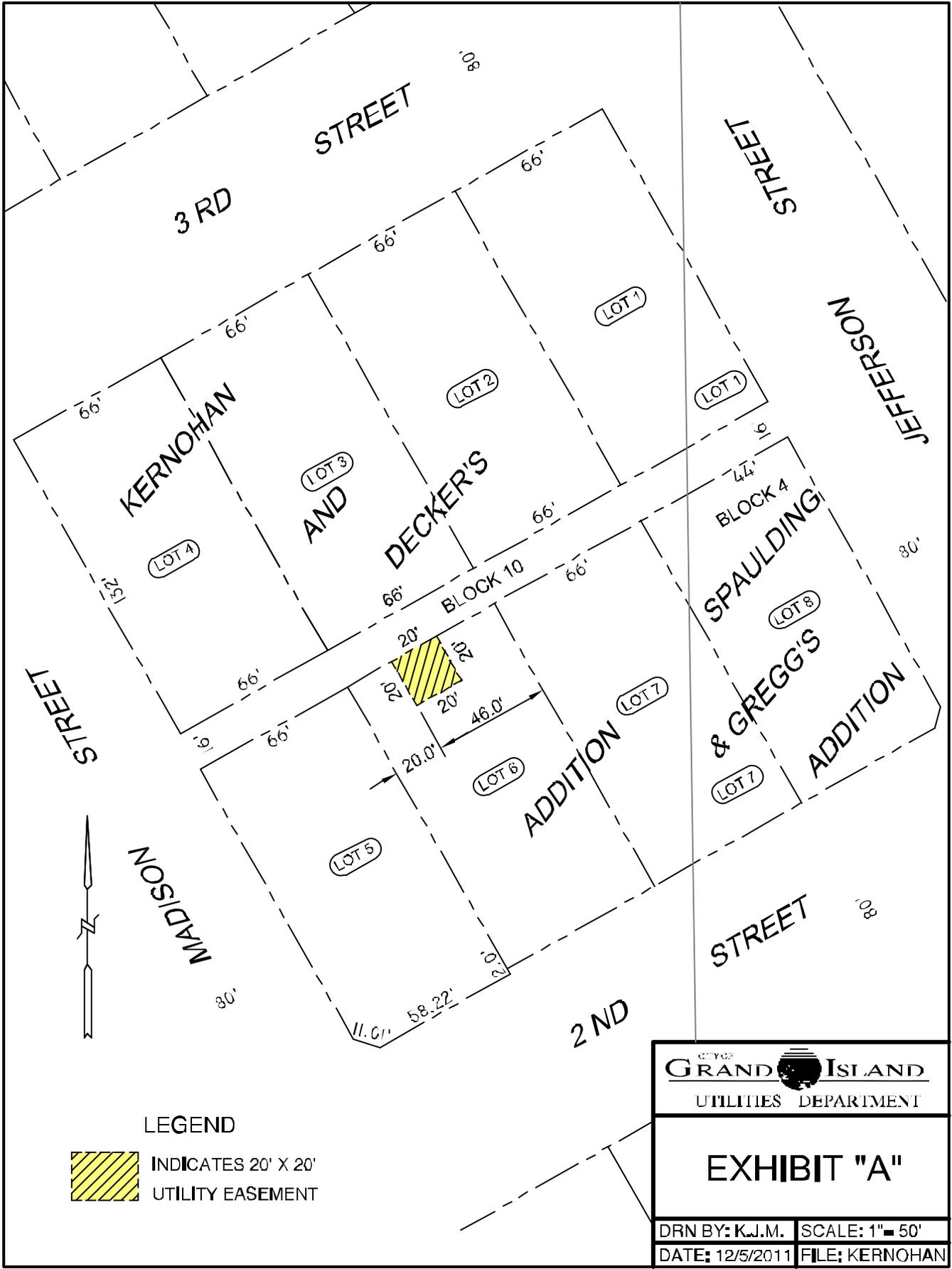
Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 14, 2011 ☐ City Attorney



LEGEND

 INDICATES 20' X 20' UTILITY EASEMENT

<small>CITY OF</small> GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1" = 50'
DATE: 12/5/2011	FILE: KERNOHAN



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G9

**#2011-368 - Approving Award of Safety Glass Contract for
Utilities, Public Works, and Parks Employees for 2012 - 2014**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
John Collins, Public Works Director
Steve Paustian, Parks Director
Jason Eley, Asst. City Attorney/Purchasing

Meeting: December 20, 2011

Subject: Award of Safety Glass Contract for the Parks & Recreation, Public Works, and Utilities Departments for 2012 - 2013

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

As part of personal protective equipment furnished by the City to its employees, the City periodically enters into an agreement with a local provider for safety glasses for those employees needing corrective lenses. Costs for eyewear prescriptions and options other than the base selection are at the expense of the employee. Requests for quotes were solicited for safety glass services for the Utilities, Public Works, and Parks & Recreation Departments for 2012 and 2013. Quotes were accepted until 5:00 p.m. on Tuesday, November 22, 2011.

Discussion

Documents were mailed to ten vendors, and advertised in the Grand Island Independent on November 4, 2011. Four quotes were returned by the deadline:

Shopko Eyecare Center, Grand Island, NE
Eyecare Professionals/Grand Island Optical, Grand Island, NE
Pearle Vision Center, Grand Island, NE
Essilor Laboratories, Lincoln, NE

Quotes were reviewed by the Parks, Public Works, and Utilities Departments, and it was determined that Eyecare Professionals/Grand Island Optical, of Grand Island offered the

best overall pricing. Hours of services and quality of items were also a consideration in the determination.

Pearle Vision Center's prices were higher on both frames and other services. Shopko offered a very limited amount of frames, and did not offer the Titmus frames that were requested in the specifications. Essilor Laboratories did not have a site in Grand Island, which was a requirement in the specifications.

Eyecare Professionals/Grand Island Optical has furnished safety glasses for City employees in the past, and their performance and product met expectations.

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 two year contract for Safety Glasses for the Utilities, Public Works, and Parks and Recreation Departments, to Eyecare Professionals/Grand Island Optical, of Grand Island, Nebraska.

Sample Motion

Move to approve the two year contract (2012 & 2013) for Safety Glasses to Eyecare Professionals/Grand Island Optical, of Grand Island, Nebraska.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**QUOTE REQUEST
FOR
SAFETY GLASSES AND SERVICE**

RFP DUE DATE: November 22, 2011 at 5:00 p.m.
DEPARTMENT: Utilities, Public Works & Parks & Recreation
PUBLICATION DATE: November 4, 2011
NO. POTENTIAL BIDDERS: 10

SUMMARY OF PROPOSALS RECEIVED

Shopko Eyecare Center
Grand Island, NE

Eyecare Professionals/Grand Island Optical
Grand Island, NE

Essilor Laboratories
Plymouth, MN

Pearle Vision
Lincoln, NE

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Jason Eley, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
John Collins, Public Works Director
Steve Paustian, Parks & Rec. Director

P1521

Contract Agreement

This AGREEMENT made and entered into by and between Eyecare Professionals/Grand Island Optical, hereinafter called "Supplier", and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for quotes to be published for furnishing SAFETY GLASSES; and

WHEREAS, the City, in the manner prescribed by law, has reviewed, examined, and canvassed the quotes submitted, and has determined the aforesaid Eyecare Professionals/Grand Island Optical, to be the lowest responsive and responsible Safety Glass vendor, and has duly awarded them a contract therefore, for the sum or sums named in their quote, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to Eyecare Professionals/Grand Island Optical, and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and Eyecare Professionals/Grand Island Optical for itself, and its successor, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the Contract Documents";

1. This Contract Agreement.
2. The City of Grand Island's Specification for Safety Glasses.
3. Eyecare Professional/Grand Island Optical's quote signed and dated November 21, 2011.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That Eyecare Professionals/Grand Island Optical shall: (a) furnish all materials (frames and lenses); (b) provide and perform all necessary labor; and (c) in a good and substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said document forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and complete all work included in and covered by the City's official award of this contract to Eyecare Professionals/Grand Island Optical, such award being based on the acceptance by the City of Grand Island's quote;

ARTICLE III. That the City shall pay Eyecare Professionals/Grand Island Optical for the performance of the work embraced in this contract and Eyecare Professionals/Grand Island Optical will accept as full compensation therefore the amount(s) as stated in the Specification Document for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in a timely manner.

ARTICLE IV. Eyecare Professionals/Grand Island Optical, hereby agrees to act as agent for the City in purchasing materials and supplies for the City for Safety Glasses. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but Eyecare Professionals/Grand Island Optical, shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to:

The City of Grand Island
Utilities Administration
PO Box 1968
Grand Island, NE 68802-1968

All invoices shall bear Eyecare Professional/Grand Island Optical's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and become a part of the finished product, SAFETY GLASSES.

ARTICLE V. The contract shall go into effect **January 1, 2012**, and remain into effect until **December 31, 2013**.

ARTICLE VI. Eyecare Professionals/Grand Island Optical, agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. They further agree to comply with the provisions of Section 48-657, R.R.S., 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, Eyecare Professionals/Grand Optical agrees not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. Eyecare Professionals/Grand Island Optical agrees to comply with all applicable Local, State and Federal rules and regulations, and agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request.

GRATUITIES and KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

EYECARE PROFESSIONALS/GRAND ISLAND OPTICAL

By _____ Date _____

Title: _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
RaNae Edwards, City Clerk

The contract is due form according to law and hereby approved.

Attorney for the City Date _____



ADVERTISEMENT FOR QUOTES
FOR

Safety Glasses and Service

Utilities Department, Public Works, and Parks Department

Sealed quotes will be received at the **Office of the City Clerk, 100 East First Street, Grand Island, NE 68801, until 5:00 p.m. (Local Time), Tuesday, November 22, 2011**, for furnishing Safety Glasses and Service for the City of Grand Island Utilities, Public Works, and Parks Departments. Quotes received after the specified time will be returned unopened to sender.

Specifications are on file in the office of Utilities Administration. Quotes shall be submitted on forms that will be furnished by the City. An original and three copies of the document must be submitted.

The envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in a clearly marked envelope will result in your quote not being opened or considered.

Quotes will be evaluated by the purchaser based on comparison of unit prices and services. The Purchaser reserves the right to reject any or all quotes, to waive technicalities, and to accept whichever quote that may be in the best interest of the City.

Vendors may not withdraw their quote for a period of 30 days after date of opening.

RaNae Edwards, City Clerk

Specifications
2012 - 2014 Supplier of Safety Glasses and Service
City of Grand Island, Nebraska
Utilities, Public Works and Parks & Recreation Departments

Sealed quotes are due in the office of the City Clerk, City Hall, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802-1968, **no later than 5:00 p.m. on Tuesday, November 22, 2011. Vendors must submit quotes on the attached forms.**

Quotes will be evaluated based on comparison of unit prices and services. There were approximately 125 pairs of safety glasses were purchased by the City of Grand Island during 2010, and 2011. This does not guarantee that the same number will be purchased during the upcoming contract period.

The Purchaser reserves the right to reject any or all quotes, to waive technicalities, and to accept whichever quote that may be in the best interest of the City. Quotes shall remain valid for 30 days after due date. The quote from the successful Company shall remain firm through December 31, 2014.

LENSES:

All lenses must meet ANSI Z87 Standards and be OSHA approved.

FRAMES:

All frames must be OSHA approved and stamped to meet ANSI Z87 (most current version).

SERVICE REQUIREMENTS:

1. The City of Grand Island Utilities, Public Works and Parks & Recreation Departments will make arrangements with the supplier regarding individual safety glass purchases. Authorization Forms (City will supply, see attached copy), signed by the City Division Supervisors will be required to release supplier to proceed with orders. After the authorization form is completed by the supplier, the authorization form will be distributed by the supplier as follows: white to the vendor, pink to the City Department and yellow to the employee.
2. The Vendor must have an on-site location in the City of Grand Island to allow easy access for employees.

3. Price quotations from the successful Vendor are to be valid through December 31, 2014. The City intends to issue a contract for January 1, 2012 through December 31, 2014 to the award winning supplier. If you have exceptions to this stipulation, note it (along with any other exceptions) in the exceptions portion of the Quotation Form. An exception to the contract period could result in the quote being rejection.
4. The City expects good overall service from the award winning supplier. The frames and lenses quoted must all be available within required lead times. Optical department employees must be aware of and correctly describe to the City employees all details regarding the City contract, as well as, abide by all specifications/requirements.
5. Currently, the City expects employees to reimburse the City for certain costs (these will be detailed to the successful Vendor). The successful Vendor shall invoice the City for the full amount, but note on the authorization form the amount payable by the employee. ***It will be the City's responsibility to collect any amounts due from the employee.***
6. If new frames that meet ANSI Z87 Standards become available ***after the contract award***, the Vendor's shall notify the City of the new frame style and its cost. The City will consider adding new styles as it is generally felt that employees are more inclined to wear safety glasses if they like the style.
7. During the last contract, Hilco OnGuard and A2 Safety frames bearing the "Z87-2" mark were added to the acceptable list of frames. The list for this brand is also included in these specifications.
8. If you have any questions, you may contact Patricia (Pat) Gericke, Administrative Assistant for the Utilities Department at (308)385-5444, ext. 280., Monday – Friday from 8 a.m. to 5 p.m.

QUOTATION FORM
CITY OF GRAND ISLAND, NEBRASKA

RETURN QUOTATION TO:

City Clerk, City of Grand Island, 100 East First Street, Grand Island, Nebraska, 68801

Or -

P.O. Box 1968, Grand Island, Nebraska, 68802-1968

Please fill in the following blanks with applicable pricing.

1. LENSES AS SPECIFIED:

	GLASS	PLASTIC	POLYCARBONATE
Single Vision	<u>52.50</u>	<u>19.00</u>	<u>25.00</u>
Bifocal	<u>67.50</u>	<u>29.00</u>	<u>52.50</u>
Trifocal	<u>82.50</u>	<u>39.00</u>	<u>67.50</u>
Progressive	<u>120.00</u>	<u>80.00</u>	<u>105.00</u>
Varilux	<u>138.00</u>	<u>102.00</u>	<u>138.00</u>

2. QUOTE THESE ADDITIONAL COSTS:

OVERSIZE (54 or above)

Single Vision (flat charge)	<u>5.00</u>
Multifocal (flat charge)	<u>5.00</u>
Plain (flat charge)	<u>5.00</u>

TINTING

	<u>Photogray</u>	<u>Transitions</u>
Single Vision	<u>30.00</u>	<u>60.00</u>
Bifocal	<u>38.00</u>	<u>60.00</u>
Trifocal	<u>45.00</u>	<u>69.00</u>
Progressive	<u>45.00</u>	<u>69.00</u>
Varilux	<u>45.00</u>	<u>69.00</u>

SOLID COLOR TINT

Single or Multifocal 8.00

SCRATCH COATING FOR PLASTIC LENSES

Single 15.00

Bifocal 15.00

Trifocal 15.00

ULTRA-VIOLET LIGHT PROTECTION

Clear Plastic Lens 13.00

Clear Glass Lens 13.00

3. FRAMES AS SPECIFIED (INCLUDES ADDITIONAL STYLES):

City contract will include all or part of these frame styles. If a frame style has been discontinued, note N/A in the pricing blank. If you are aware of additional styles that are currently available, please add the style numbers and prices below.

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
PC250	50.00	5.00	5.00
PC250SW	50.00		
PC261	44.00		
PC264	44.00		
PC265	42.00		
PC266	42.00		
PC267	44.00		
PC268	44.00		
PC269	42.00		
PC280	44.00		
FC601A	35.00		
FC701	N/A		
FC702	35.00		
FC703	35.00		
FC704	32.00		
FC705	32.00		

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
FC706	35 ⁰⁰	5 ⁰⁰	5 ⁰⁰
FC707	35 ⁰⁰		
FC709	35 ⁰⁰		
FC421Z	32 ⁰⁰		
TM6A	32 ⁰⁰		
TM6U S-6	N/A		
TM10A	32 ⁰⁰		
TM10U 2-10	N/A		
SC900	22 ⁰⁰		
SP83	22 ⁰⁰		
SP83BF	23 ⁰⁰		
EX255A	57 ⁰⁰		
EX259	57 ⁰⁰		
EX272	57 ⁰⁰		
EXT1	N/A		
EXT2	80 ⁰⁰		
EXT4	80 ⁰⁰		
EXT5	80 ⁰⁰		
EXT6	94 ⁰⁰		
EXT7	80 ⁰⁰		
EXT8	80 ⁰⁰		
EXT9	80 ⁰⁰		
EXT10	80 ⁰⁰		
EXTS1	94 ⁰⁰		
EXTS2	94 ⁰⁰		
EXTS3	94 ⁰⁰		
BC101	37 ⁰⁰		
BC102	37 ⁰⁰		
BC104	37 ⁰⁰		
BC108	37 ⁰⁰		
BC109	37 ⁰⁰		
BC115	37 ⁰⁰		
TR301S	50 ⁰⁰		
TR302S	50 ⁰⁰		
TR303S	50 ⁰⁰		
TR304S	50 ⁰⁰		
TR305S	50 ⁰⁰		
TR306S	50 ⁰⁰		
TR307S	50 ⁰⁰		
TR308S	50 ⁰⁰		
TR309S	50 ⁰⁰		
TR310S	50 ⁰⁰		

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
SW01	57 ⁰⁰	5 ⁰⁰	5 ⁰⁰
SW02	57 ⁰⁰	}	}
SW03	57 ⁰⁰		
SW06	34 ⁰⁰		
MPD	20 ⁰⁰		
70F	22 ⁰⁰		

List any additional Titmus styles below (attach a sheet if necessary):

Ex 275s	57 ⁰⁰	5 ⁰⁰	5 ⁰⁰
Ex 278s	57 ⁰⁰	}	}
Ex 279s	57 ⁰⁰		
TR 311S	50 ⁰⁰		
PC 8A	44 ⁰⁰		
Ex 11	94 ⁰⁰ ✓		
EX 12	94 ⁰⁰ ✓		
SW 04	57 ⁰⁰		
SW 08	57 ⁰⁰		
SW 06E	34 ⁰⁰		
SW 07	40 ⁰⁰ ✓		
SC 2000	22 ⁰⁰		
SC 2000.5	22 ⁰⁰		
SC 901	23 ⁰⁰		
SC 910	27 ⁰⁰		
UVex Astro Rx 3003	24 ⁰⁰		
UVex xc-clear	22 ⁰⁰		
UVex xc-gray	23 ⁰⁰		
UVex xc-mirror	27 ⁰⁰		
UVex xc-carrier	32 ⁰⁰		

See attached list for Hudson Safety
frame line.

Hudson Safety Frames

\$5.00 on Detachable or Permanent Side Shields

(Design Guard)

DG 20.....\$48.00

DG 49.....\$54.00

DG 50.....\$54.00

DG 52.....\$54.00

DG 55.....\$54.00

DG 63.....\$54.00

DG 76.....\$60.00

DG 83.....\$60.00

DG 85.....\$60.00

DG 87.....\$60.00

DG 88.....\$54.00

DG 89.....\$54.00

DG 90.....\$54.00

DG 91.....\$54.00

(Value Line)

VL 1.....\$38.00

VL 2.....\$38.00

VL 3.....\$38.00

VL 4.....\$38.00

VL 5.....\$38.00

VL 6.....\$38.00

(Economy Line)

EL 1.....\$32.00

EL 2.....\$32.00

EL 3.....\$32.00

(Standard Line)

SL 1.....\$26.00

SL 2.....\$26.00

SL 3.....\$26.00

SL 920.....\$20.00

SL 921.....\$21.00

(Titanium Collection)

DG 78.....\$87.00

TI 1.....\$87.00

TI 2.....\$87.00

TI 3.....\$87.00

TI 4.....\$87.00

TI 5.....\$87.00

7. **HOURS OF OPERATION:**

List Optical Department hours:

Mon. - Tues. - Thurs. - Fri. 8:30-5:30
Wed. - 8:30-7:00
Sat. - 8:00-12:30

8. **EXCEPTIONS:**

Any Vendor who has exceptions to any specifications and requirements listed in the documents must so state in the space provided below. It is the Vendor's responsibility to clearly outline any exceptions. Failure by Vendor to outline exceptions will require the successful Vendor to comply with the specifications and requirements.

The undersigned Vendor, having examined the specifications and all other quote documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to providing specified items, warrants that he/she has complete authority to submit this quotation and enter into a contract upon acceptance by the City.

COMPANY NAME EYECARE PROFESSIONALS/

GRAND ISLAND OPTICAL

ADDRESS 420 N. Diers Ave.

Grand Island, NE 68803

TELEPHONE (308) 384-0220 FAX (308) 382-1650

BY (please print) Adriene Baxter TITLE Clinic Director

SIGNATURE: Adriene Baxter DATE 11-21-11

THIS FORM MUST BE INCLUDED WITH YOUR QUOTE

RESOLUTION 2011-368

WHEREAS, the City of Grand Island invited quotes for Safety Glasses and Service for the Utilities, Public Works and Parks and Recreation Departments, according to the City's Request for Quotes on file with the Utilities Administration Office; and

WHEREAS, quotes were due on November 22, 2011; and

WHEREAS, Eyecare Professionals/Grand Island Optical, of Grand Island, Nebraska, submitted a quote in accordance with the terms of the advertisement for quotes and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote of Eyecare Professionals/Grand Island Optical, of Grand Island, Nebraska, for safety glasses and service for the Utilities, Public Works and Parks and Recreation Departments for the years 2012 and 2013 for the amounts set out in its quote is hereby approved as the best quote received.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jaye Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 14, 2011	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G10

**#2011-369 - Approving Employee Uniform Contract for Utilities
and Public Works Departments**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
John Collins, Public Works Director
Jason Eley, Assistant City Attorney/Purchasing

Meeting: December 20, 2011

Subject: Uniform Rental Utilities/Public Works Employees

Item #'s: G-10

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Several divisions within the Utilities and Public Works Department utilize a rental agreement in order to provide standard uniforms for their employees. The Union Contracts require the employees to pay 40% of the cost and the City 60%. Not all employees take advantage of the uniforms so the total numbers change from time to time. The current agreement is with Paramount Linen and Uniform which has been in place since January 2008. The agreement was for one year, with multiple optional extensions, which have expired, therefore, specifications for a new agreement were issued for bid.

The Utilities Department included specifications for FR (flame-resistant) rental uniforms with a minimum rating HRC2 (8cal/cm²). Over 50 Utility employees will be required to wear FR attire no later than October 1, 2012. Utility employees can opt to rent FR uniforms or purchase with the same cost sharing percentage.

Discussion

Bid documents were advertised in accordance with the City Purchasing Code. All bidders were given the number of uniforms detailed by each employee's current usage so all bidders had the same information to base their bids. Unit prices were requested as part of the bid package to be used as new employees are hired or changes are made to employee needs. Bids were publicly opened on Wednesday, November 23, 2011. Four bids were received and evaluated by the Utilities and Public Works Departments. Bids were received from Aramark Uniform Services, Lincoln, NE; Paramount Linen and Uniform, Kearney, NE; Jackson Services, Inc., Columbus, NE; Village Uniform and Linen Services, Minden, NE. The low bid was received from Paramount Linen and Uniform.

BI-WEEKLY USAGE EXAMPLES

	JACKSON	PARAMOUNT
<u>Shirt, Industrial Solid SS, Denim Pant, Panel Jacket</u>	\$ 8.20	\$ 7.40
Employee Cost	\$ 3.28	\$ 2.96
City Cost	\$ 4.92	\$ 4.44
<u>HRC2 Shirt Industrial Solid LS, HRC2 Denim Pant, HRC2 Jacket w/zip-in liner</u>	\$ 18.00	\$ 16.00
Employee Cost	\$ 7.20	\$ 6.40
City Cost	\$ 10.80	\$ 9.60

The Bid Specifications state a one year contract with the option to renew for two additional one year periods. Aramark Uniform Services cannot supply FR uniforms until October 2012 and require a three year contract period for FR uniforms; both are exceptions to the Bid. Village Uniform and Linen Services did not include information regarding accommodating the FR uniform requirement as of October 1, 2012, which is an exception to the Bid.

The total amount currently being spent for uniform rental/linen service by all departments is approximately \$21,000 per year, with employees paying their 40% share of the uniform rental cost through payroll deduction. Due to the addition of FR uniform rental or purchase requirements, it is difficult to anticipate the amount necessary to cover the Uniform Rental Agreement for the upcoming year, but it is estimated not to exceed \$30,000.

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 accept the lowest bid for uniform rental from Paramount Linen and Uniform, Kearney, NE.

Sample Motion

Move to approve the award of the bid for Uniform Rental Services to Paramount Linen and Uniform.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 23, 2011 at 2:00 p.m.

FOR: Uniform Rental

DEPARTMENT: Utilities & Public Works

ESTIMATE: \$22,000.00

FUND/ACCOUNT:

Electric	52081295-92600
Water	52590600-70300
Streets	10033501-85140
WWTP	53030001-85160
Shop	61010001-85140
Solid Waste	50530041-85140

PUBLICATION DATE: November 8, 2011

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	Jackson Services, Inc.	Village Uniform	Aramark Uniform Services	Paramount Uniform
	Columbus, NE	Kearney, NE	Lincoln, NE	Kearney, NE
Exceptions:	None	None	Noted	None
Brand of Uniform:	Red Kap	Red Kap	Aramark/Westex	Red Kap/Bulwark
Bid Price: One (1) year contract				
a. Shirt, Industrial Stripe or equal; long sleeve	\$.39	.58	.35	.37
b. Shirt, Industrial Stripe or equal; short sleeve	.39	.51	.35	.37
c. Shirt, Industrial Solid or equal; long sleeve	.38	.43	.35	.37
d. Shirt, Industrial Solid or equal; short sleeve	.38	.35	.35	.37
e. Shirt, Denim (Wrangler, Red Kap) or equal	.44	.70	.40	.37
f. Pant, Industrial Work or equal	.38	.53	.35	.37
g. Shirt, Uniform Long sleeve, HRC2 (8cal/cm²)	.90	1.44	.80	.80
h. Pant, Denim – HRC2 (8cal/cm²)	.90	1.37	.80	.80
i. Pant, Industrial Work Pant – HRC2 (8cal/cm²)	.90	1.44	.80	.80
Jacket; with inventory of 11 pants and shirts:				
j. Panel Jacket or equal	.00	.30	N/C	N/C
k. Team Jacket Zip-In/Zip-Out Liner or equal	.00	.00	N/C	N/C
l. Jacket Zip-in/Zip-Out Liner HRC2 (8cal/cm²)	.50	.40	2.90	N/C
Jacket; with less-than inventory of 11 pants and shirts:				
m. Panel Jacket or equal	.00	.30	N/C	N/C
n. Team Jacket Zip-In/Zip-Out Liner or equal	.00	.00	N/C	N/C
o. Zip-in/Zip-out Jacket HRC2 (8cal/cm²)	.00	.40	2.90	N/C
p. Coveralls, or Bibs with inventory of 11 pants & shirts	1.00 – Bibs 1.00	1.87	.70 - Bibs Purchase only	.80 – Bibs .80
q. Coveralls, or Bibs, HRC2 (8cal/cm²); with	1.00 – Bibs 1.00	1.46 – Bibs 1.38	1.50 - Bibs	4.00 – Bibs

inventory of 11 pants & shirts			Purchase only	4.00
Bidder:	Jackson Services, Inc.	Village Uniform	Aramark Uniform Services	Paramount Uniform
	Columbus, NE	Kearney, NE	Lincoln, NE	Kearney, NE
r. Coveralls, or Bibs rented in winter months only- with inventory of 11 pants & shirts	.80 – Bibs .80	.00	Purchase only	.80 – Bibs .80
s. Coveralls, or Bibs, HRC2 (8cal/cm²); rented in winter months only; with inventory of 11 pants & shirts	1.00 – Bibs 1.00	.00	Purchase only	4.00 – Bibs 4.00
t. Coveralls, or Bibs, rented in winter months only; with less than inventory of 11 pants & shirts	.80 – Bibs .80	.00	Purchase only	.80 – Bibs .80
u. Coveralls, or Bibs, HRC2 (8cal/cm²); rented in winter months only; with less than inventory of 11 pants & shirts	1.00 – Bibs 1.00	.00	Purchase only	4.00 – Bibs 4.00
v. Short/long sleeve option – per shirt in addition to individual shirt costs above	.00	.30	.08	.15
w. Pre/Set charge per item	.00	.30	N/C	N/C
x. Any other applicable cost not shown elsewhere in your bid (all applicable pricing must be included in the bid)	.00	.00	No	None
y. Emblem for Public Works Department designation; one-time cost each emblem (not to be charged weekly)	.00	.70	N/C	N/C
z. emblem for Public Works employee name designation; one-time cost each emblem (not to be charged weekly)	.00	.30	N/C	N/C

cc: Tim Luchsinger, Utilities Director
John Collins, Public Works Director
Catrina DeLosh, PW Admin. Assist.

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Jason Ely, Purchasing Agent

Martha Morris, Utilities Secretary

Mary Lou Brown, City Administrator

P1524

RESOLUTION 2011-369

WHEREAS, the City of Grand Island invited sealed bids for uniform rental, according to plans and specifications on file with the Utilities Department and Public Works Department; and

WHEREAS, on November 23, 2011, bids were received, opened and reviewed; and

WHEREAS, Paramount Linen and Uniform of Kearney, 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.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Paramount Linen and Uniform of Kearney, Nebraska, for uniform rental services is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G11

#2011-370 - Approving Bid Award for Cul-de-sac Snow Removal Operations for the 2011/2012 Winter Season (Streets Division of the Public Works Department)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: December 20, 2011

Subject: Approving Bid Award for Cul-de-sac Snow Removal Operations for the 2011/2012 Winter Season (Streets Division of the Public Works Department)

Item #'s: G-11

Presenter(s): John Collins, Public Works Director

Background

On November 30, 2011 the Streets Division of the Public Works Department advertised for bids for Cul-de-sac Snow Removal Operations for the 2011/2012 winter season including equipment and labor.

Discussion

One (1) bid was received and opened on December 13, 2011. The sole bid was submitted by The Diamond Engineering Company of Grand Island, Nebraska. The Streets Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bid that was received. The bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
The Diamond Engineering Co. Grand Island, NE	None	*3/4 Ton Pickup w/ Front-end Blade = NO BID *CAT Motor Patrol & Front End Loaders = \$165.00/hr. *10 yard dump = \$125.00/hr. *16 yard side dump = \$145.00/hr.

There are sufficient funds in Account No. 10033502-85312 for these services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract for Cul-de-sac snow removal operations to The Diamond Engineering Company, of Grand Island, Nebraska.

Sample Motion

Move to approve awarding contract to The Diamond Engineering Company.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 13, 2011 at 2:00 p.m.
FOR: Cul-de-sac Snow Removal Operations
DEPARTMENT: Public Works
ESTIMATE: No Estimate
FUND/ACCOUNT: 10033502-85312
PUBLICATION DATE: November 30, 2011
NO. POTENTIAL BIDDERS: 1

SUMMARY

Bidder: Diamond Engineering co.
Grand Island, NE
Exceptions: None

Bid Price:
¾ Ton Pick-up w/ Front-end Blade: No bid
CAT Motor Patrol & Font End Loaders \$165.00 per hour each
10 – Yard Dumps \$125.00 per hour each
16 Yard Side Dumps \$145.00 per house each

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Supt.

RESOLUTION 2011-370

WHEREAS, the City of Grand Island invited sealed bids for Cul-de-sac Snow Removal Operations, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on December 13, 2011, one bid was received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	<u>Cost Per Hour</u>
¾ Ton Pickup w/ Front-end Blade	NO BID
CAT Motor Patrol & Front End Loaders	\$165.00 per hour
10 yard dump	\$125.00 per hour
16 yard side dump	\$145.00 per hour

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska for cul-de-sac snow removal operations in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such cul-de-sac snow removal operations be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City Of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 15, 2011 ☐ City Attorney



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G12

**#2011-371 - Approving Acquisition of Public Utility Easement in
Oak Pointe Subdivision (R.B.O., L.L.C.)**

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: John Collins, Public Works Director

PUBLIC UTILITIES EASEMENT

R.B.O., L.L.C., a Nebraska Limited Liability Company, herein called the Grantor, in consideration of ONE DOLLAR (\$1.00) and other consideration, receipt of which is hereby acknowledged, hereby grants and conveys unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, State of Nebraska, herein called the Grantee, a permanent and perpetual easement and right-of-way to construct, operate, maintain, extend, repair, replace, and remove public utilities, including but not limited to, sanitary sewers, storm sewers, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, surface markers, and other appurtenances, upon, over, along, across, in, underneath and through a tract of land comprising a part of Oak Pointe Subdivision, in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT FIVE (5), OAK POINTE SUBDIVISION;

THENCE RUNNING EASTERLY ON THE SOUTH LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, A DISTANCE OF THREE HUNDRED THIRTY FIVE (335.0) FEET; THENCE RUNNING NORTHERLY PARALLEL WITH THE EAST LINE OF CEDAR RIDGE COURT, A DISTANCE OF THREE HUNDRED THIRTY NINE AND EIGHTY SEVEN HUNDREDTHS (339.87) FEET, TO A POINT ON THE SOUTH LINE OF LOT TWO (2), OAK POINTE SUBDIVISION; THENCE RUNNING EASTERLY ON THE SOUTH LINE OF LOT TWO (2), OAK POINTE SUBDIVISION, A DISTANCE OF TWENTY FIVE (25.0) FEET; THENCE RUNNING SOUTHERLY PARALLEL WITH THE EAST LINE OF CEDAR RIDGE COURT, A DISTANCE OF THREE HUNDRED EIGHTY NINE AND EIGHTY SEVEN HUNDREDTHS (389.87) FEET; THENCE RUNNING WESTERLY PARALLEL WITH THE NORTH LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, A DISTANCE OF FIFTEEN AND SIX TENTHS (15.6) FEET; THENCE RUNNING SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF LOT SIX (6), OAK POINTE SUBDIVISION, IF EXTENDED, A DISTANCE OF SIXTY THREE AND EIGHTY THREE HUNDREDTHS (63.83) FEET, TO A POINT ON A CURVE, THENCE RUNNING SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS FIFTY FIVE (55.0) FEET; AN ARC DISTANCE OF TWENTY ONE AND EIGHTY THREE HUNDREDTHS (21.83) FEET; THENCE RUNNING NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF LOT SIX (6), OAK POINTE SUBDIVISION, IF EXTENDED, A DISTANCE OF SEVENTY THREE AND SEVENTY HUNDREDTHS (73.70) FEET; THENCE RUNNING WESTERLY PARALLEL WITH THE SOUTH LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, A DISTANCE OF TWO HUNDRED FORTY SEVEN AND THIRTY THREE HUNDREDTHS (247.33) FEET; THENCE RUNNING SOUTHWESTERLY A DISTANCE OF SIXTY FIVE AND SIXTY FOUR HUNDREDTHS (65.64) FEET, TO A POINT ON THE NORTH LINE OF LOT SEVEN (7), OAK POINTE SUBDIVISION, THENCE RUNNING WESTERLY ON THE NORTH LINE OF LOT SEVEN (7), OAK POINTE SUBDIVISION, A DISTANCE OF FIVE (5.0) FEET; THENCE RUNNING NORTHERLY ON THE WEST LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, IF EXTENDED, A DISTANCE OF SIXTY (60.0) FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.649 ACRES MORE OR LESS.

together with the following rights, namely, unrestricted ingress and egress under, over, and across such land for the purpose of exercising the rights herein granted, to excavate and refill ditches and trenches, and the right to clear and keep clear of trees, roots, brush, hedges, undergrowth, and other obstructions from the surface of such tracts interfering with the location, construction, inspection, repair, replacement, removal, and maintenance of such utilities. Any such utilities and appurtenances placed upon, over, and under such tracts of land shall remain the property of the Grantee and may be removed or replaced at any time.

The Grantors, for themselves, their heirs, executors, administrators, successors, and assigns, hereby covenant that no buildings, fences, or structures shall be erected or permitted on said tract and that the easement herein granted shall run with the title to such tract of land and be binding upon the Grantors, their successors and assigns.

DATED: _____, 2011

GRANTOR:

R.B.O., L.L.C.,
A Nebraska Limited Liability Company

BY _____
Ryan B. O'Connor, Managing Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RYAN B. O'CONNOR, MANAGING MEMBER, to me known to be the identical person who signed the foregoing Public Utilities Easement and acknowledges the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public

RESOLUTION 2011-371

WHEREAS, a public utility easement is required by the City of Grand Island, from R.B.O., L.L.C., in the Oak Pointe Subdivision, Hall County, Nebraska and more particularly described as follows:

A TRACT OF LAND COMPRISING A PART OF OAK POINTE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT FIVE (5), OAK POINTE SUBDIVISION; THENCE RUNNING EASTERLY ON THE SOUTH LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, A DISTANCE OF THREE HUNDRED THIRTY FIVE (335.0) FEET; THENCE RUNNING NORTHERLY PARALLEL WITH THE EAST LINE OF CEDAR RIDGE COURT, A DISTANCE OF THREE HUNDRED THIRTY NINE AND EIGHTY SEVEN HUNDREDTHS (339.87) FEET, TO A POINT ON THE SOUTH LINE OF LOT TWO (2), OAK POINTE SUBDIVISION; THENCE RUNNING EASTERLY ON THE SOUTH LINE OF LOT TWO (2), OAK POINTE SUBDIVISION, A DISTANCE OF TWENTY FIVE (25.0) FEET; THENCE RUNNING SOUTHERLY PARALLEL WITH THE EAST LINE OF CEDAR RIDGE COURT, A DISTANCE OF THREE HUNDRED EIGHTY NINE AND EIGHTY SEVEN HUNDREDTHS (389.87) FEET; THENCE RUNNING WESTERLY PARALLEL WITH THE NORTH LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, A DISTANCE OF FIFTEEN AND SIX TENTHS (15.6) FEET; THENCE RUNNING SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF LOT SIX (6), OAK POINTE SUBDIVISION, IF EXTENDED, A DISTANCE OF SIXTY THREE AND EIGHTY THREE HUNDREDTHS (63.83) FEET, TO A POINT ON A CURVE, THENCE RUNNING SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS FIFTY FIVE (55.0) FEET; AN ARC DISTANCE OF TWENTY ONE AND EIGHTY THREE HUNDREDTHS (21.83) FEET; THENCE RUNNING NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF LOT SIX (6), OAK POINTE SUBDIVISION, IF EXTENDED, A DISTANCE OF SEVENTY THREE AND SEVENTY HUNDREDTHS (73.70) FEET; THENCE RUNNING WESTERLY PARALLEL WITH THE SOUTH LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, A DISTANCE OF TWO HUNDRED FORTY SEVEN AND THIRTY THREE HUNDREDTHS (247.33) FEET; THENCE RUNNING SOUTHWESTERLY A DISTANCE OF SIXTY FIVE AND SIXTY FOUR HUNDREDTHS (65.64) FEET, TO A POINT ON THE NORTH LINE OF LOT SEVEN (7), OAK POINTE SUBDIVISION, THENCE RUNNING WESTERLY ON THE NORTH LINE OF LOT SEVEN (7), OAK POINTE SUBDIVISION, A DISTANCE OF FIVE (5.0) FEET; THENCE RUNNING NORTHERLY ON THE WEST LINE OF LOT FIVE (5), OAK POINTE SUBDIVISION, IF EXTENDED, A DISTANCE OF SIXTY (60.0) FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.649 ACRES MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF

Approved as to Form	☐ _____
December 14, 2011	☐ City Attorney

THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public utility Easement on the above described tract of land.

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

- - -

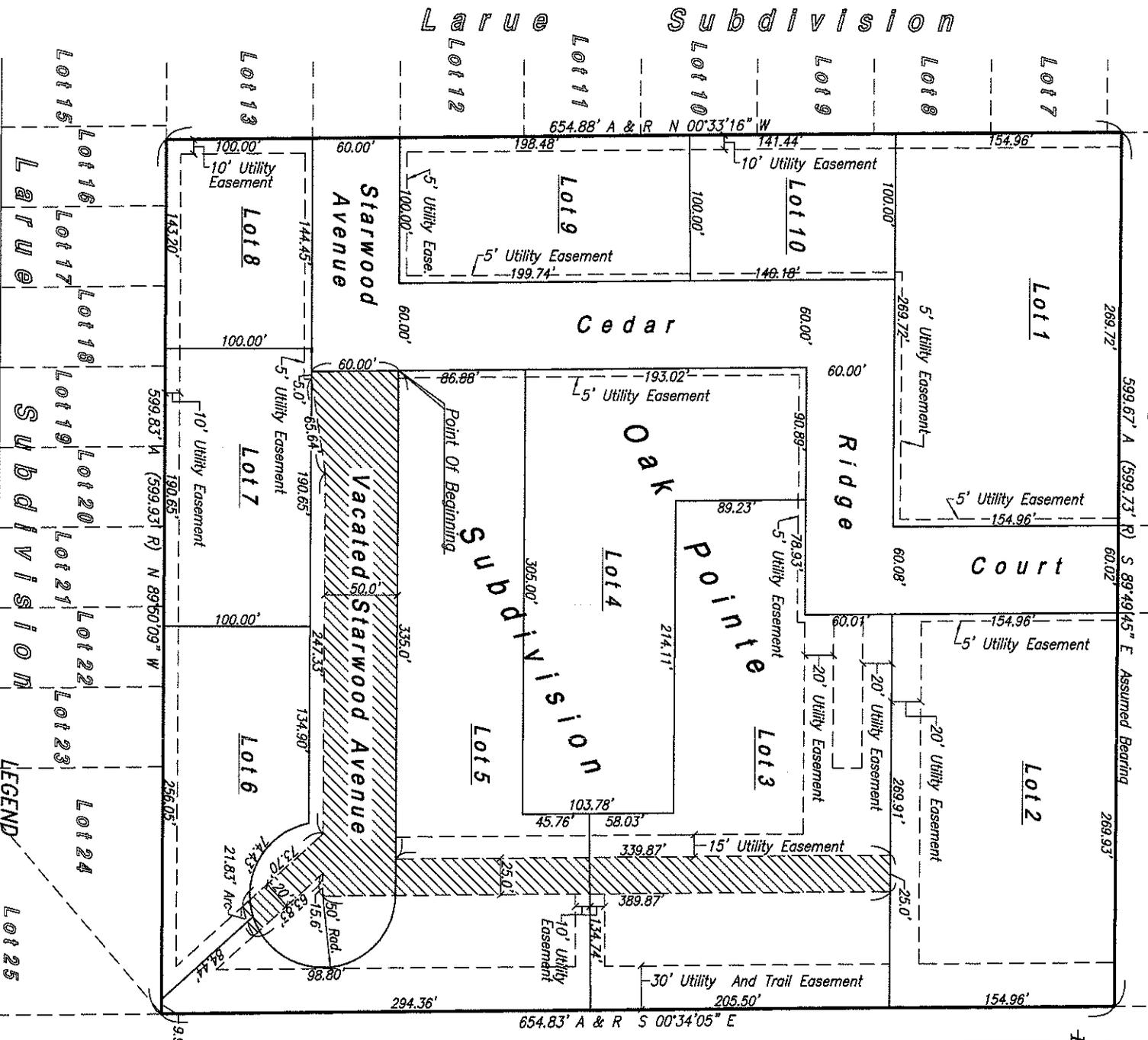
Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Cedar Ridge Second Subdivision



Pt. E 1/2 NW 1/4, Sec. 13, T11N-R10W Scale: 1" = 60'

Description Frostfire Avenue

A tract of land comprising a part of Oak Pointe Subdivision, in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of Lot Five (5), Oak Pointe Subdivision; thence running easterly on the south line of Lot Five (5), Oak Pointe Subdivision, a distance of Three Hundred Thirty Five (335.0) feet; thence running northerly parallel with the east line of Cedar Ridge Court, a distance of Three Hundred Thirty Nine and Eighty Seven Hundredths (339.87) feet, to a point on the south line of Lot Two (2), Oak Pointe Subdivision; thence running easterly on the south line of Lot Two (2), Oak Pointe Subdivision, a distance of Twenty Five (25.0) feet; thence running southerly parallel with the east line of Cedar Ridge Court, a distance of Three Hundred Eighty Nine and Eighty Seven Hundredths (389.87) feet; thence running westerly parallel with the north line of Lot Five (5), Oak Pointe Subdivision, a distance of Fifteen and Six Tenths (15.6) feet; thence running southeasterly parallel with the northeasterly line of Lot Six (6), Oak Pointe Subdivision, if Extended, a distance of Sixty Three and Eighty Three Hundredths (63.83) feet, to a point on a curve; thence running southwesterly on the arc of a curve to the right whose radius is Fifty Five (55.0) feet, an arc distance of Twenty One and Eighty Three Hundredths (21.83) feet; thence running northwesterly parallel with the northeasterly line of Lot Six (6), Oak Pointe Subdivision, if Extended, a distance of Seventy Three and Seventy Hundredths (73.70) feet; thence running westerly parallel with the south line of Lot Five (5), Oak Pointe Subdivision, a distance of Two Hundred Forty Seven and Thirty Three Hundredths (247.33) feet; thence running southwesterly a distance of Two Sixty Five and Sixty Four Hundredths (65.64) feet, to a point on the north line of Lot Seven (7), Oak Pointe Subdivision; thence running westerly on the north line of Lot Seven (7), Oak Pointe Subdivision, a distance of Five (5.0) feet; thence running northerly on the west line of Lot Five (5), Oak Pointe Subdivision, if Extended, a distance of Sixty (60.0) feet, to the Point of Beginning, said tract containing 0.649 acres more or less.

LEGEND

-Indicates Easement To Be Dedicated

Date: November 14, 2011

Exhibit 'B'



ROCKWELL AND ASSOCIATES, INC.
ENGINEERING & SURVEYING

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

Sheet No. 1 Of 1



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G13

**#2011-372 - Approving Change Order No. 2 for Broadwell Avenue
Shoulder Improvement - Capital Avenue to Veteran's Athletic
Fields**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: December 20, 2011

Subject: Approving Change Order No. 2 for Broadwell Avenue Shoulder Improvement - Capital Avenue to Veteran's Athletic Fields

Item #'s: G-13

Presenter(s): John Collins, Public Works Director

Background

J.I.L. Asphalt Paving Co., of Grand Island, Nebraska was awarded an \$119,193.70 contract by the City Council on October 11, 2011 for the Broadwell Avenue Shoulder Improvement project. The estimate for the project was \$180,000.

This project consisted of placing 6' wide asphalt shoulders on the east and west sides of Broadwell Avenue from the intersection of Capital Avenue north to the Veteran's Athletic Field Complex entrance.

Public Works is currently working with Burlington Northern Railroad (BNRR) officials to provide railroad crossing panels wide enough to accommodate surfaced shoulders through the Broadwell Avenue/BNRR crossing. The crossing panels and surfaced shoulders on BNRR right of way will not be constructed until this crossing is reconstructed under their Double Track project.

On December 6, 2011, the City Council approved Change Order No. 1 in the amount of \$6,506.20, for work related to placement of asphalt concrete to overlay driveways north of Roberts Driveway on the east side of Broadwell Avenue.

Discussion

When Broadwell Avenue was last resurfaced in 2004, the top 2" layer of asphaltic concrete had been placed too wide and slightly over the east existing turf shoulder from Capital Avenue to the BNRR. In order to provide a stable, vertical edge to match the new paved shoulder to, City forces used a diamond saw to cut a straight, vertical edge approximately 4" from the edge of the existing roadway edge. The Grading Contractor was directed to remove, haul and dispose of the excess pavement.

There was an existing paved shoulder on the east side of Broadwell from BNRR to the entrance to McCain Foods. This paved shoulder was less than 4" thick and in poor condition. The Grading Contractor was directed to remove, haul and dispose of this shoulder pavement.

The items "Rental of Loader, Fully Operated" and "Rental of Dump Truck, Fully Operated" are being added to the contract to provide compensation for removal, hauling and disposing of roadway material as directed. The agreed unit prices for "Rental of Loader, Fully Operated" and "Rental of Dump Truck, Fully Operated" are based on the July 1, 2010 through June 30, 2011 Average Unit Prices from Nebraska Department of Roads awarded projects for the same items.

There are locations on the south and north corners of the Highway 2 intersection on the west side of Broadwell Avenue where concentrated run-off flows have caused erosion in the past. In order to reduce erosion of the newly graded and seeded shoulder slopes at these locations, the Grading Contractor was directed to place erosion control blanket.

The item "Erosion Control" is being added to provide compensation for providing and placing erosion control blanket as directed. The agreed unit price for "Erosion Control" compares favorably to the contract unit price for the same item on the Nebraska Department of Roads project STPD-30-5(130), Chapman to Central City, a project with a similar small quantity.

The cost for this additional work is \$1,243.77. There are adequate funds in the line item budget (Account No. 10033506-85354) for this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 2 for the Broadwell Avenue Shoulder Improvement project.

Sample Motion

Move to approve the resolution.

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

CHANGE ORDER NUMBER 2

Date of Issuance: December 20, 2011

PROJECT: Broadwell Avenue Shoulder Improvement – Capital Avenue to Veteran’s Athletic Fields Entrance

CONTRACTOR: J.I.L. Asphalt Paving Co.

CONTRACT DATE: October 11, 2011

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Rental of Loader, Fully Operated	5 HR	\$86.22/HR	\$431.10
2. Rental of Dump Truck, Fully Operated	6 HR	\$69.41/HR	\$416.46
3. Erosion Control	141 SY	\$2.81/SY	\$396.21
TOTAL OF CHANGE ORDER NO. 2			\$ 1,243.77

Material requirements, construction methods, measurement and payment for Erosion Control shall be in accordance with the 2007 Edition of the Nebraska Department of Roads Standard Specifications for Highway Construction, Section 807.

Equipment Rental requirements, construction methods, measurement and payment shall be in accordance with the 2007 Edition of the Nebraska Department of Roads Standard Specifications for Highway Construction, Section 919.

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

Original Contract Amount.....	\$ 119,193.70
Current Contract Amount Prior to This Change Order	\$ 125,699.90
Net Increase/Decrease Resulting from this Change Order.....	\$ 1,243.77
Revised Contract Amount Including this Change Order	\$ 126,943.67

Approval Recommended:

By _____
John Collins, Public Works Director

Date _____

The Above Change Order Accepted:

J.I.L. Asphalt Paving Co.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2011-372

WHEREAS, on October 11, 2011, by Resolution 2011-301, the City of Grand Island awarded J.I.L. Asphalt Paving Co., of Grand Island, Nebraska the bid in the amount of \$119,193.70 for the Broadwell Avenue Shoulder Improvement – Capital Avenue to Veteran’s Athletic Fields Entrance; and

WHEREAS, on December 6, 2011, by Resolution 2011-354, the City of Grand Island Council approved Change Order No. 1 in the amount of \$6,506.20 to allow for Placement of Asphaltic Concrete for Intersections and Driveways in connection with such project; and

WHEREAS, it has been determined that modifications to the work to be performed by J.I.L. Asphalt Paving Co. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the result of such modifications will increase the contract amount by \$1,243.77 for a revised contract price of \$126,943.67.

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. 2 between the City of Grand Island and J.I.L. Asphalt Paving Co. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 14, 2011	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G14

**#2011-373 - Approving Maintenance Agreement No. 12 Renewal
with the Nebraska Department of Roads for Calendar Year 2012**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: December 20, 2011

Subject: Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Roads for Calendar Year 2012

Item #'s: G-14

Presenter(s): John Collins, Public Works Director

Background

Each year the City and the Nebraska Department of Roads enter into an agreement for the maintenance of Highways within the City Limits. The certification that calendar year 2011 work was performed by the City will be presented at the January 10, 2012 council meeting. The agreement for 2012 has been prepared. The content and scope of the agreement is the same as that of previous years, with the only change being the addition of the common turn lane on US Highway 30 (2nd Street).

Discussion

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2012 will be a payment to the City of \$40,814.50.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council pass a Resolution approving Maintenance Agreement No. 12 for calendar year 2012.

Sample Motion

Move to approve Maintenance Agreement No. 12 for calendar year 2012.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

AGREEMENT

THIS AGREEMENT, made and entered into by and between GRAND ISLAND hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2012.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Exhibit "A" attached hereto.

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

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Exhibit "B", referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Exhibit "C" and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Exhibit "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Exhibit "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$1,900.00 per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in the addendum, Exhibit "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2012 , except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years a new agreement must be executed.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

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

EXECUTED by the City this 20th day of December, 2011

ATTEST: CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 20

STATE OF NEBRASKA
DEPARTMENT OF ROADS

District Engineer

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan</u> <u>Cities</u> (Omaha)	<u>Primary</u> <u>Cities</u> (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
	Department	Dept.	Dept.	Dept.
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.				
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Dept.
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Dept.	Dept.	Dept.

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan</u> <u>Cities</u> (Omaha)	<u>Primary</u> <u>Cities</u> (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edgelines on all connecting links except state maintained freeways	City	City	City	Dept.	Dept.
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.	<i>this section intentionally left blank please check original project agreement for responsibility designation</i>				
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Dept.	Dept.
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Dept.	Dept.

EXHIBIT "B"

CITY OF GRAND ISLAND

Pursuant to Sections 1a, 1b, 1c, 8a, 8b, 8c and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the STATE agrees to pay to the CITY the sum of \$1,900.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the STATE'S responsibility for surface maintenance within the City Limits is 29.98 lane miles.

$29.98 \text{ lane miles} \times \$1,900.00 \text{ per lane mile} = \$56,962.00$ due the CITY for surface maintenance.

From Exhibit "C", it is determined that snow removal within City Limits is the responsibility of the CITY. The CITY agrees to pay the STATE the sum of \$375.00 per lane mile for snow removal on those sections of highway within City Limits as listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the City's responsibility for snow removal within the City Limits is 43.06 lane miles.

$43.06 \text{ lane miles} \times \$375.00 = \$16,147.50$ due the STATE for snow removal.

$\$56,962.00 - \$16,147.50 = \$40,814.50$ due the CITY and payable as per Section 8d.

EXHIBIT "C"

City of GRAND ISLAND

STATE OF NEBRASKA
DEPARTMENT OF ROADS

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105

DESCRIPTION	HWY. NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.53	232.77	0.24	2	0.48	*0.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 & 281 No. Corporate Limits	US 281	67.45	67.94	.49	4	1.96	*1.96**	
		68.20	72.60	4.40	4	17.60	*17.60**	
TOTALS						66.34	49.30	17.04

**29.98 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE

*43.06 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR

RESOLUTION 2011-373

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Roads for the term January 1, 2012 through December 31, 2012 is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 14, 2011 ☐ City Attorney



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G15

**#2011-374 - Approving Supplemental Agreement No. 1 with
Kirkham Michael & Associates for Preliminary Engineering
Services for the US Highway 30 Drainage Improvement Project**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: December 20, 2011

Subject: Approving Supplemental Agreement No. 1 with Kirkham Michael & Associates for Preliminary Engineering Services for the US Highway 30 Drainage Improvement Project

Item #'s: G-15

Presenter(s): John Collins, Public Works Director

Background

On August 9, 2011, the Grand Island City Council approved a Professional Services Agreement with Kirkham Michael and Associates of Omaha, Nebraska, with JEO Consulting Group, Inc. of Grand Island, Nebraska as a Sub-Consultant for the US-30 Drainage Improvement Project. The original agreement was for a total of \$99,231.53.

The purpose of the US-30 Drainage Improvement project is to construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements will significantly reduce the likelihood of flooding during storm events on Second Street. The project includes constructing drainage inlets on First Street and Division Street between Logan Street and Madison Street, which will provide drainage relief in those areas as well. This project will receive Federal Funding through the Surface Transportation Program (STP), which typically only requires a 20% match of City funds.

As per a drainage study conducted during this previous winter, this project will improve drainage for areas beyond locations eligible for Federal funding. The Federal Highway Administration (FHWA) has agreed to participate on 77% of the construction costs, which STP funding would then be applied on an 80/20 basis. The actual funding split for construction costs will be 61.6% Federal Aid and 38.4% local funds.

FHWA agreed to participate 100% on the costs for Preliminary Engineering and the National Environmental Policy Act (NEPA) clearance process (80% Federal Aid and 20% Local Funds).

Discussion

Services for surveying, engineering and preparation of plans and documents required for acquisition of easements were not included in the original scope of services.

At the October 28, 2011 Plan In Hand Meeting, it was determined that temporary easements will be required for relocation of 14 curb stops where water services will be in conflict with new storm sewer. Article I, Section 35 of the City Code states that “Service pipe laid between the water main and the curb stop at the property line shall be built of continuous construction without joints, unions, or splices” and “curb stops shall be placed in the service pipe within six inches of the property line.”

Additional surveying and engineering is being performed to evaluate if temporary easements will be required for re-construction of sidewalk ramps at each intersection on the project. As per the Americans with Disabilities Act (ADA) requirements, sidewalk ramps must be re-constructed to proper dimensions and slopes on projects of this type. Each sidewalk ramp will be evaluated to determine how close sidewalk re-construction will be to existing properties.

The engineering services in this supplemental agreement include development of Right-of-Way plans, Title Research for each property impacted, and development of a Right-of-Way Cost Estimate, in accordance with the *Local Public Agency Guidelines for Federal-Aid Projects*. A consultant work order was approved to allow the Consultant to immediately proceed with surveying and design work for these additional services.

The work covered by Supplemental Agreement No. 1 will be performed based on actual costs with a maximum of \$38,023.00, for a revised contract total of \$137,254.53. The cost share for these additional services is 80% Federal Aid and 20% Local Funds.

Original Agreement	\$99,231.53
Amendment No. 1	\$38,023.00
Total Revised Agreement	\$137,254.53

The phase for actual acquisition of the temporary easements, which includes appraisals, review appraisals, and negotiations, will not be allowed to proceed until the 90% Construction Plans and the Environmental Document are approved. Since the total number of tracts is not known at this time, another supplemental agreement will be required to complete acquisitions. It is anticipated that this phase will not begin until April of 2012, and may take up to 4 months. It is now anticipated that the project will go to letting in the fall of 2012, with construction beginning in the spring of 2013.

Public Works Engineering Staff will pursue options with Nebraska Department of Roads officials for starting the easement acquisition phase sooner than typically permitted as per the *Local Public Agency Guidelines for Federal-Aid Projects*.

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 Supplemental Agreement No. 1 to the Agreement for Preliminary Engineering Consulting Services for the US-30 Drainage Improvement Project.

Sample Motion

Move to approve Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT #1

PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENTATION SERVICES

CITY OF GRAND ISLAND
KIRKHAM, MICHAEL & ASSOCIATES, INC.
PROJECT NO. URB-30-4(158)
CONTROL NO. 40352a
US-30 DRAINAGE IMPROVEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and Kirkham, Michael & Associates, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement, BK1163, executed by the Consultant on August 3, 2011 and executed by the LPA on August 9, 2011, hereinafter referred to as the "Original Agreement", providing for preliminary engineering and environmental documentation services for Project No. URB-30-4(158), and

WHEREAS, it is necessary that additional survey, ADA ramp review, Right-of-Way services and public involvement meeting hours, not contemplated in the Original Agreement, be added under this supplemental agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

WHEREAS, it is the desire of the LPA that the project be constructed under the designation of Project No. URB-30-4(158), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2011, attached and identified as EXHIBIT "A" and made a part of this agreement, and

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

SECTION 1. A Written Notice-to-Proceed was issued to the Consultant on November 30, 2011 to perform the additional work through Consultant Work Order 1. Any additional work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

SECTION 2. The Consultant will perform the additional work stipulated in Consultant Work Order 1 and Scope of Services, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 7 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$6,771.56 to \$7,731.56, an increase of \$960.00. Actual costs are increased from \$92,459.97 to \$129,522.97, an increase of \$37,063.00. The total agreement amount is increased from \$99,231.53 to \$137,254.53, an increase of \$38,023.00 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all terms and conditions of the Original Agreement on Project No. URB-30-4(158), executed by the Consultant on August 3, 2011 and executed by the LPA on August 9, 2011 shall remain in full force and effect.

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

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

EXECUTED by the Consultant this _____ day of _____, 2011.

KIRKHAM, MICHAEL & ASSOCIATES, INC.
Mike Olson

Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public

EXECUTED by the LPA this _____ day of _____, 2011.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2011.

Clerk

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

Date

**Amendment No. 1
EXHIBIT A**

**Scope of Services
US-30 Drainage Improvement
City of Grand Island
URB-30-4(158) CN 40352A**

A. PROJECT DESCRIPTION

The provided additional scope of services for this project involves engineering and surveying services required to produce and complete final right of way plans for US-30 Drainage Improvement. The tasks include additional survey for right of way services, title research, right of way design, legal descriptions and plan development for necessary temporary construction easements. A public information meeting will also be included to explain the project to all local stakeholders in the project area. Finally, additional design review will take place at all impacted intersections to review the placement of curb ramps to meet ADA guidelines. This review may potentially eliminate approximately 30 temporary easements on the project and minimize construction costs and impacts to residences by reducing the amount of sidewalk replacement at each location.

It is anticipated that the project will require additional services in the following already established major tasks:

- Section 2. Utility Potholing/Survey
- Section 3. Preliminary Plans, Specifications and Estimate
- Section 4. Final Plans, Specifications and Estimate
- Section 6. Project Management and Quality Control
- Section 7. Project Meetings

B. APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

1. Right-of-Way Acquisition Guide for Local Public Agencies, Third Edition. NDOR, February 2009.

C. LPA SHALL PROVIDE:

1. The LPA shall provide a certified Right of Way consultant.

D. CONSULTANT SHALL PROVIDE:

Section 2. Utility Potholing/Survey. The following additional tasks are added to this item.

- 2.3 Right-of-Way Survey. The Consultant shall provide the complete Right-of-Way survey, which shall include the locating and/or establishing of land corners, lot corners, and establish coincidence of these corners with the project centerline alignment or coordinate control.

The Consultant shall make sure the survey notes and accuracy are done according to professional land surveying practices, and shall include sufficient data to compute and draft accurate metes and bounds descriptions of Right-of-Way and easement takings for deeds and eminent domain proceedings.

In urban areas, the Consultant shall locate and/or establish block corners or street monuments sufficient to determine existing Right-of-Way limits of the street and to determine existing Right-of-Way limits and direction of intersecting streets. The Consultant shall include the descriptions of each corner, or monument, tie each corner or monument to project centerline or the coordinate control in the survey notes and establish witnesses as necessary under good land survey practices.

The Consultant shall qualify discrepancies or deviations from existing plat data.

The Consultant shall tie the necessary land monuments (section and quarter section

line monuments) to the project's coordinate control or to the survey baseline by station, plus distance right or left to the nearest one-hundredth (0.01) foot.

The Consultant shall furnish a copy of the survey plat in accordance to professional land surveying laws and practices.

Section 3. Preliminary Plans, Specifications and Estimate. The following additional tasks are added to this item.

- 3.5 Construction and Removal. Additional design review will take place at all intersections to review the placement of curb ramps to meet ADA guidelines. This review may potentially eliminate approximately 30 temporary easements on the project and minimize construction costs and impacts to residences by reducing the amount of sidewalk replacement at each location.
- 3.12 Right-of-Way Design Coordination and Plan Preparation. A thorough examination of the City records shall be made for each tract by a Registered Abstracter, Title Company or other qualified person to establish ownership including any liens or mortgages for the City's use during the appraisal and acquisition of the right of way or easements needed to construct the project. The research should include all ownership transactions for the last five years. A document similar to (Attachment PA-2, Record of Title) which may be found in the NDOR, Right of way Acquisition Guide for Local Public Agencies shall be used to verify ownerships on all tracts.
- a. Title Search. The Consultant shall research a five-year record of ownership and record on NDOR Certificate of Title report form, or other state-supplied or approved form. The following information should be noted:
- The current owner's current mailing address and telephone numbers.
 - Current ownership.
 - If an estate-name heirs, share of each and name spouses.
 - Include active encumbrances (Mortgage, Deeds of Trust, etc.) and any reassignments of unreleased mortgages.
 - List of five year chain of ownership documents.
 - Include other liens, agreements, conditions, limitations, restrictions, or covenants affecting title.
 - Include easements such as water, sewer, ingress/egress, irrigation, or anything that might influence the project or right-of-way design, except utilities (power, gas, telephone and telegraph).
 - Include leases still in effect.
 - Transcribe legal on approved form or use generic legal description.
 - Provide copies of all supporting documentation (deeds, easements, etc.) Provide copies of all subdivision plats and surveys of irregular tracts and County Cadastral Maps and tax lots with metes and bounds field notes. Do not need State highway deeds.

Right of way plans will be submitted to NDOR for review and approval along with the preliminary right of way cost estimate. If property owners have indicated a willingness to donate the donation request letters (Donation Request Letter, NDOR form PA-3) will be submitted to NDOR for review and approval before authorization to begin appraisals or authorization to complete the donations will be given.

Appraisals and negotiations for the needed right of way and easements will be performed under a separate agreement between the City and a NDOR certified Right of Way Consultant.

Right-of-way plans are to be prepared after final construction plans have been developed. Final construction plans are considered 90% complete; the remaining 10% would be due to any revisions resulting from the right-of-way negotiations. The Consultant shall develop final right-of-way plans for submittal to PS&E.

Existing land base files and title research developed by the Consultant will be

used to determine the existing right-of-way and to design the easements and additional right-of-way. Encroachments on existing right-of-way will be noted on the plans.

Care is to be given by the Consultant when preparing right of way plans and the right of way cost estimate. Any revisions of these documents, subsequent to their submittal will require additional review by the NDOR's Right of Way Division, the appraiser and review appraiser, causing delays in project delivery.

3.13 Right-of-Way Design. The Consultant shall label all streets and highways on the plans.

The Consultant shall prepare a title sheet (R-1) with centerline, property lines, section lines, 1/4 section lines, lots, blocks, etc., displayed.

The Consultant shall place the limits of construction (L.O.C.'s) and new design (pavement, sidewalks, sewers, drives, culverts, dikes, retaining walls, alignment geometrics, etc.) on the plans.

The Consultant will determine the easements (temporary and permanent) and right-of-way needed for construction and maintenance of the project.

Temporary construction easements will be acquired to construct driveways, sidewalks or make improvements on personal property beyond the existing or proposed right of way.

The Consultant shall design the new R.O.W. according to these general guidelines:

- a. Thirteen (13) feet behind the back of curb in urban areas or to lateral obstacle clear zone, whichever is greater, with permanent easements (P.E.) and/or temporary easements (T.E.) considered beyond the thirteen (13) foot distance.
- b. Design ROW station break to nearest +05 station and offset to nearest five (5) feet based on project centerline to be used.

The Consultant shall prepare legal descriptions (distances and deflections, no bearings or azimuths) for all R.O.W. takings, permanent easements and temporary easements.

The Consultant shall place all R.O.W. break points on the plans by station and offset distance from the project design centerline to be used. This must include but is not limited to all points of new R.O.W., existing R.O.W., points of intersection with all section lines, 1/4 section lines, and property lines and new P.E., T.E., and R.O.W. break points. Computed stations and offsets must be to nearest 0.01 foot. All text must be legible and not overlapping other text or topography.

All Permanent and Temporary Easement areas must be labeled separately and include their respective purposes on the plans, i.e., TE1, PE1. If more than one easement description occurs per tract, a consecutive number will be given, i.e., TE2, PE2. The areas are to be shown compiled on the R-2 sheet.

The Consultant shall prepare a summary of areas sheet; identified as the R-2 sheet. The R-2 sheet must display areas of all takings.

After the final right-of-way design is complete, the Consultant shall provide two copies of the R.O.W. Design plans.

For the purpose of reviewing the plans, it is helpful (but not required) to have the limits of construction offsets shown on the plans. These will be removed or the level shut off for the final PS&E plan submittal. Limits of construction will be shown for the new right of way and easements (temporary and permanent). The LPA's RC, the LPD PC, the NDOR Right of Way Design Section will arrange a right of way design review meeting. A representative of the Consultant shall attend this meeting.

The plans must include the following:

- a. One set of plans (as described in project plans format).
- b. The legal descriptions. The Consultant shall provide the descriptions to the State in ASCII format.
- c. The Title Research performed by the Consultant with Tract Numbers labeled as "Tract Number" or "Not Needed" along the bottom of the form provided by the State.
- d. Titles must be organized from the beginning of the project to the end of the project in numerical order.

After the review meeting, the Consultant shall:

- a. Make all the necessary Revisions, Corrections, etc.
- b. Submit plan and legal description(s) for early acquisition(s), if required, by the scheduled date.
- c. Provide an updated title sheet (R-1) with tract numbers added.

The Consultant shall compute and record the area computations for:

- a. Existing R.O.W.
- b. New R.O.W.
- c. Temporary easements.
- d. Permanent easements.
- e. Other (wetlands, railroad easements, etc.)

Note: Compute urban areas in square feet to nearest 0.01. Each time a revision is made after submittal of the right of way plans, the date of the revision will be shown in the lower right corner of the revised sheet(s) by using the revision stamp included in the cell library. Each time a revision to the plans is made, the Consultant shall submit updated versions of all affected CADD files to the LPA on CD or via electronic mail.

Section 4. Final Plans, Specifications and Estimate. The following additional tasks are added to this item.

- 4.12 NDOR Right-of-Way Submittal Revisions. This task includes providing one round of revisions to 7 tracts if during right of way negotiations it is determined that modifications are required to the tract.
- 4.13 Condemnations. If needed, the Consultant will prepare right-of-way condemnation plats including legal descriptions as requested by the RC within ten working days of the request. An estimated 1 condemnation plats will be needed.

The agreement will be supplemented if the number of estimated tracts, revisions or condemnation plats is exceeded. The Consultant is not to perform the work until the agreement is supplemented and notice to proceed is given by NDOR.

Prepare Condemnation Plats/Descriptions. This task outlines the effort involved in preparing and submitting condemnation plats and legal descriptions for specific tracts when requested by the Department of Roads. The plat is a unique plan sheet that shows the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plats to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted as part of this task.

Section 6. Project Management and Quality Control. The following additional tasks are added to this item.

- 6.1 Project Management. This task includes additional time and resources to manage the amendment scope of services.
- 6.2 Quality Assurance/Quality Control. The Consultant will perform QA/QC checks prior to any official submittal. This task includes providing the City of Grand Island with review documents from the QA/QC review. The documents will provide the

reviewers comments about the plans and specifications reviewed prior to each submittal.

Section 7. Project Meetings. The following additional tasks are added to this item.

7.4 Public Involvement.

a. The Consultant will develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, LPA staff and officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database will be given to the RC upon request. The Consultant will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquires regarding this project.

b. Open House (1 Meeting)
The Consultant will schedule, arrange, and facilitate 1 public open house to be held in conjunction with the first plan submittal. The Consultant will draft a newspaper notice of the open house to be reviewed by the RC. The notice of the open house will be published 10 days prior to the event in the Grand Island Independent local newspaper.

During the public meeting, LPA staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open house and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

c. Informational Materials
The Consultant will develop an invitation letter to be mailed to all project stakeholders and posted to the LPA's web site. The Consultant shall also develop a project display board for the open house. All informational materials shall be reviewed and approved by the RC prior to printing and distribution.

E. **DELIVERABLES:** This section has no changes.

F. **PROJECT INFORMATION FORMAT:** This section has no changes.

G. **SCHEDULE:** The project schedule update is attached to the change order document.

AMENDMENT NO. 1 Project Cost

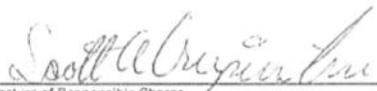
Project Name: US-30 Drainage Improvement
 Project Number: URB-30-4(158)
 Control Number: 40352A
 Location (City, County): Grand Island, Hall County
 Consultant Project Manager: Steve Irons
 Phone/Email: (402) 477-4240 / sironis@kirkham.com
 LPA Responsible Charge: Scott Griepenstroh
 Phone/Email: (308) 385-5444 ext. 265 / scgrip@grand-island.com
 NDOR Project Coordinator: Glen Steffensmeier
 Phone/Email: (402) 479-3845 / glen.steffensmeier@nebraska.gov
 Date: November 18, 2011

LPA:
CITY OF GRAND ISLAND

Personnel Classification	Hours	Rate	Amount
Principal	2	\$43.27	\$86.54
Senior Environmental Scientist			
Environmental Scientist			
Senior Engineer/Project Manager	37	\$38.22	\$1,414.14
Project Design Engineer	12	\$34.08	\$408.96
Design/CADD Technician	4	\$35.10	\$140.40
Designer/Technician		\$27.00	
Administrative	26	\$17.25	\$448.50
Registered Land Surveyor			
Survey Crew (2)			
Geotech Crew (2)			
TOTAL	81		\$2,498.54

Direct Expenses:	Amount
Subconsultants	\$29,567.36
Printing and Reproduction Costs	
Mileage/Travel	\$110.00
Lodging/Meals	
Other Miscellaneous Costs	
TOTAL	\$29,677.36

Total Project Costs:	Amount
Direct Labor Costs	\$2,498.54
Overhead @ 195.62%	\$4,887.84
Total Labor Costs	\$7,386.38
Fixed Fee @ 13.00%	\$960.20
Direct Expenses	\$29,677.36
PROJECT COST	\$38,023.74


 Signature of Responsible Charge

11/20/11
 Date

AMENDMENT NO. 1 Labor Rates

Project Name: **US-30 Drainage Improvement**
 Project Number: URB-30-4(15B)
 Control Number: 40552A
 Location (City, County): Grand Island, Hall County
 Consultant Project Manager: Steve Irons
 Phone/Email: (402) 477-4240 / sironi@skidmore.com
 LPA Responsible Charge: Scott Griepentroph
 Phone/Email: (309) 395-6444 ext. 265 / sco@grand-island.com
 NDOR Project Coordinator: Glen Steffensmeier
 Phone/Email: (402) 479-3845 / glen.steffensmeier@nebraska.gov
 Date: November 18, 2011

LPA:

CITY OF GRAND ISLAND

Labor Costs:		Hours	Rate*			Amount
Code	Classification Title		Low	High	Median	
PR	Principal	2			\$43.27	\$86.54
SENV	Senior Environmental Scientist					
ENV	Environmental Scientist					
SENG	Senior Engineer/Project Manager	37			\$30.22	\$1,118.14
PNG	Project Design Engineer	12	\$21.63	\$38.22	\$34.08	\$408.96
SDES	Design CADD Technician	4			\$35.10	\$140.40
DES	Designer/Technician				\$27.00	
ADM	Administrative	26			\$17.25	\$448.50
RLS	Registered Land Surveyor					
SUR	Survey Crew (2)					
GEO	Geotech Crew (2)					
TOTALS		81				\$2,498.54

Overhead Rate** 195.62% Fixed Fee** 13.00%

CLASSIFICATIONS

PR = Principal	SENG = Senior Engineer	RLS = Registered Land Surveyor
SENV = Senior Environmental Scientist	ENG = Engineer	SUR = Survey Crew (2)
ENV = Environmental Scientist	SDES = Senior Designer/Technician	GEO = Geotech Crew (2)
ADM = Administrative	DES = Designer/Technician	

* For determining labor rates you may use the Median rates provided or the actual rates provided during the scoping/negotiations meeting from the Consultant. The Median rate is an average of rates for each personnel classification provided by NDOR. Which ever value is used must be placed in the Median column for each classification title to calculate the project cost.

** If no Overhead Rate or Fixed Fee is provided please contact NDOR.

AMENDMENT NO. 1 Direct Expenses

Project Name: US-30 Drainage Improvement
 Project Number: JRB-30-4(158)
 Control Number: 40352A
 Location (City, County): Grand Island, Hall County
 Consultant Project Manager: Steve Irons
 Phone/Email: (402) 477-4240 / siron@arkham.com
 LPA Responsible Charge: Scott Ghepenstron
 Phone/Email: (308) 385-5444 ext 265 / scotig@grand-island.com
 NDOR Project Coordinator: Glen Steffensmeier
 Phone/Email: (402) 479-3845 / glen.steffensmeier@nebraska.gov
 Date: November 18, 2011

LPA:

CITY OF GRAND ISLAND

Subconsultants:	Quantity	Unit Cost	Amount
JEO	1	\$24,067.36	\$24,067.36
Title Company	44	\$125.00	\$5,500.00
Subtotal			\$29,567.36

Printing and Reproduction:	Quantity	Unit Cost	Amount
Half Size Plan Sheets		\$0.10	
Specifications		\$0.05	
Full Size Plan Sheets		\$0.50	
Subtotal			

Mileage/Travel:	Quantity	Unit Cost	Amount
Trip to Grand Island from Lincoln is 200 miles round trip	200	\$0.55	\$110.00
Subtotal			\$110.00

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$29,677.36

2011 Standard Rates		
Type	Rate	
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.55/mi	
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535/mi	
Black and White Copies	Actual reasonable cost	
Color Copies	Actual reasonable cost	
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost	
Equipment	Actual reasonable cost	
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above	
Automobile Rental	Actual reasonable cost	
Air fare	Actual reasonable cost, giving the State all discounts	
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide, not to exceed \$104 in Omaha/Douglas County	
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently	
	Statewide	Omaha/Douglas County
Breakfast	\$7.00	\$10.00
Lunch	\$11.00	\$15.00
Dinner	\$23.00	\$31.00
Incidentals	\$5.00	\$5.00
Totals	\$46.00	\$61.00

RESOLUTION

SUPPLEMENTAL ENGINEERING SERVICES AGREEMENT NO. 1

CITY OF GRAND ISLAND

Resolution No. _____

Whereas: City of Grand Island and Kirkham, Michael & Associates, Inc. have previously executed an Preliminary Engineering Services Agreement for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Grand Island understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Grand Island and Kirkham, Michael & Associates, Inc. wish to enter into a Supplemental Preliminary Engineering Services Agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Grand Island that:

Jay Vavricek, Mayor of the City of Grand Island is hereby authorized to sign the attached Supplemental Preliminary Engineering Services Agreement, Supplement Number 1 between the City of Grand Island and Kirkham, Michael & Associates, Inc.

City of Grand Island is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOR Project Number: URB-30-4(158)

NDOR Control Number: 40352A

NDOR Project Description: US-30 Drainage Improvements

Adopted this _____ day of _____, 2011 at _____ Nebraska.

The City Council of the City of Grand Island

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Clerk

RESOLUTION 2011-374

WHEREAS, on August 9, 2011, by Resolution 2011-204, the City Council of the City of Grand Island approved an agreement with Kirkham Michael & Associates of Omaha, Nebraska, with JEO Consulting Group, Inc. of Grand Island, Nebraska as a sub-consultant, in the amount of \$99,231.53, to perform design services for the US Highway 30 Drainage Improvement Project; and

WHEREAS, it is necessary to amend the agreement for consulting services to address services for surveying, engineering and preparation of plans and documents required for acquisition of easements; and

WHEREAS, costs of the additional services shall not exceed \$38,023.00; with a total consulting service cost of \$137,254.53.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the agreement with Kirkham Michael & Associates of Omaha, Nebraska, with JEO Consulting Group, Inc. of Grand Island, Nebraska as a sub-consultant is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G16

**#2011-375 - Approving Certificate of Final Completion for
Building Reconstruction Lift Station No. 4 Project No. 2011-S-4**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: December 20, 2011

Subject: Approving Certificate of Final Completion for Building Reconstruction Lift Station No. 4; Project No. 2011-S-4

Item #'s: G-16

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

Background

The Building Reconstruction Lift Station No. 4; Project No. 2011-S-4 was awarded to Diamond Engineering Co. of Grand Island, Nebraska, on September 14, 2011. Work commenced on November 9, 2011 and was completed on December 1, 2011.

Items completed in replacement work included:
Reconstruction of Lift Station No. 4 North Broadwell
Inspection and Analysis Asbestos Removal and Disposal

Discussion

The contractor, Diamond Engineering Co. of Grand Island, Nebraska has reviewed the completed work and has issued a certificate of substantial completion in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The construction contract was completed at a total cost of \$44,796.29.

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 the Building Reconstruction Lift Station No. 4; Project 2011-S-4.

Sample Motion

Move to approve the Certificate of Final Completion for the Building Reconstruction Lift Station No. 4; Project 2011-S-4.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

BUILDING RECONSTRUCTION LIFT STATION NO. 4

PROJECT NO. 2011-S-4

December 20, 2011

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

This is to certify that Building Reconstruction Lift Station No. 4, Project No. 2011-S-4 has been completed by Diamond Engineering Co. of Grand Island, Nebraska under contract dated 14 September 2011. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

BUILDING RECONSTRUCTION LIFT STATION NO. 4, PROJECT 2011-S-4 is located on North Broadwell, Grand Island, NE

Reconstruction of: Lift Station No. 4	\$ 38,372.80
Change Order No. 1 Inspection and Analysis Asbestos Removal and Disposal	\$ 1,840.00
TOTAL RECONSTRUCTION COST	\$ 40,212.80

SUMMARY OF OTHER COST

Advertisement in GI Daily Independent	\$ 108.54
Kelly Supply	\$ 413.75
Kriz Davis	\$ 1,761.20
Olsson Associates	\$ 2,300.00
TOTAL OTHER COST	\$ 4,583.49

**TOTAL COST OF BUILDING RECONSTRUCTION
LIFT STATION NO. 4 PROJECT 2011-S-4**

\$ 44,796.29

Respectfully submitted,

John Collins, P.E.
Director of Public Works

December 20, 2011

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

I hereby recommend that the Engineer's Certificate of Final Completion for Building Reconstruction Lift Station No. 4 Project 2011-S-4 be approved.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2011-375

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for the Building Reconstruction Lift Station No. 4 Project No. 2011-S-4, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the 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 the Certificate of Final Completion for the Building Reconstruction Lift Station No. 4 Project No. 2011-S-4, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G17

**#2011-376 - Approving Time Extension to the Contract with
Midlands Contracting, Inc. for the Moores Creek Drain Extension
– Old Potash Crossing; Drainage Project No. 2008-D-2**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: December 20, 2011

Subject: Approving Time Extension to the Contract with Midlands Contracting, Inc. for the Moores Creek Drain Extension – Old Potash Crossing; Drainage Project No. 2008-D-2

Item #'s: G-17

Presenter(s): John Collins, Public Works Director

Background

The City Council awarded the bid for construction of the Moores Creek Drain Extension Project to Midlands Contracting, Inc. of Kearney, Nebraska on September 13, 2011.

Any changes to the contract require council approval. Midlands Contracting, Inc. is requesting that the final completion date be changed from November 10, 2011 to May 15, 2012.

Discussion

Several factors have delayed completion of the project; including the discovery of human remains and finding a conflict with a water main.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve extending the completion date to May 15, 2012.

Sample Motion

Move to approve extension of completion.



CONTRACT TIME EXTENSION

PROJECT: Moores Creek Drain Extension – Old Potash Crossing; Project No. 2008-D-2

CONTRACTOR: Midlands Contracting, Inc.

AMOUNT OF ORIGINAL CONTRACT: \$166,805.00

CONTRACT DATE: September 13, 2011

Notice to Proceed Date ----- September 20, 2011

Original Completion Date ----- November 10, 2011

Revised Completion Date ----- May 15, 2012

Contractor Midlands Contracting, Inc.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____

Date _____

Mayor

Attest _____

City Clerk

RESOLUTION 2011-376

WHEREAS, on September 13, 2011, by Resolution 2011-244, the City Council of the City of Grand Island approved the bid of Midlands Contracting, Inc. of Kearney, Nebraska for construction of the Moores Creek Drain Extension – Old Potash Crossing; Project No. 2008-D-2; and

WHEREAS, the completion of such project has been delayed due to several factors; and

WHEREAS, The Diamond Engineering Company has requested an extension from November 10, 2011 to May 15, 2012 in order to complete the project; and

WHEREAS, the Public Works Department support such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the completion date for the construction of the Moores Creek Drain Extension – Old Potash Crossing; Project No. 2008-D-2 is hereby extended until May 15, 2012.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item I1

#2011-377 - Consideration of Request from Request from GMRI, Inc. dba The Olive Garden Italian Restaurant #4416, 1010 Allen Drive for a Class "I" Liquor License and Liquor Manager Designation for Becky Janes, 2236 West 11th Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-377

WHEREAS, an application was filed by GMRI, Inc. doing business as The Olive Garden Italian Restaurant #4416, 1010 Allen Drive for a Class "T" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on December 10, 2011; such publication cost being \$16.25; and

WHEREAS, a public hearing was held on December 20, 2011 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Becky Janes, 2236 West 11th Street as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 15, 2011 ☐ City Attorney



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item I2

**#2011-378 - Approving Contract for Engineering Design Services
for Lincoln Park Pool**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director
Meeting: December 20, 2011
Subject: Engineering Services-Lincoln Park Swimming Pool
Item #'s: I-2
Presenter(s): Steve Paustian, Park and Recreation Director

Background

After several years of discussions and emergency repairs Council has determined it is time to renovate/replace the Lincoln Park Swimming Pool. A Lincoln Pool Facility Evaluation was conducted by Olsson Associates in June of 2009. This information served as the backdrop for Council discussions regarding the potential rehabilitation/replacement of Lincoln Pool. Funding has been made available to complete this task using bonding authority provided through the CRA. The bonding capability for the CRA was provided through the 2010-2011 budget process that was adopted by Council in September of 2011.

Discussion

On October 31, 2011 a Request for Qualifications (RFQ) for design service for Lincoln Park Swimming Pool was solicited, six firms responded to the request. A selection committee consisting of Councilmen Larry Carney and Kirk Ramsey and staff including Terry Brown, Todd McCoy and Steve Paustian met and rated the proposals. The proposals were rated based on three criteria:

- Proposed project schedule and completion date (30%)
- Consultants experience on similar swimming pool projects (30%)
- Technical approach and scope (40%)

The highest rated proposal was provided by JEO Consulting Group of Wahoo, Nebraska. JEO has constructed/renovated nine swimming pools in Nebraska in the past 5 years. A check of three JEO references was all very positive and when asked, each representative of a JEO project said they would use JEO again.

A contract has been negotiated with JEO in the amount of \$150,000.00. This figure represents approx. 10.5% of the 1.4 million dollar proposed construction budget. This is a not to exceed figure and I intend to do all I can to keep the total design costs below this figure.

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 City Council award an Engineering Design and Construction Observation contract to JEO Consulting of Wahoo, Nebraska in the amount of \$150,000.00.

Sample Motion

Move to award an Engineering Design and Construction Observation Contact to JEO Consulting for \$150,000.00.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING DESIGN SERVICES FOR LINCOLN PARK POOL**

RFP DUE DATE: November 22, 2011 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: November 1, 2011

NO. POTENTIAL BIDDERS: 13

SUMMARY OF PROPOSALS RECEIVED

Water Technology, Inc.
Beaver Dam, WI

Olsson Associates
Grand Island, NE

JEO Consulting Group, Inc.
Wahoo, NE

Brannon Corp.
Tyler, TX

USAquatics
Delano, MN

Burbach Aquatics, Inc.
Dillon, CO

cc: Steve Paustian, Parks & Recreation Director
Mary Lou Brown, City Administrator

Patti Buettner, Park & Rec. Secretary
Jason Eley, Purchasing Agent

RESOLUTION 2011-379

WHEREAS, the City of Grand Island is in the process of rehabbing/replacing Lincoln Park swimming pool; and

WHEREAS, such project will require an engineering consultant to prepare plans and specifications for the rehabilitation/replacement of Lincoln Park swimming pool; and

WHEREAS, the City of Grand Island issued a Request for Qualifications (RFQ) for engineering services for such project; and

WHEREAS, six proposals were received and the proposal from JEO Consulting ranked the highest; and

WHEREAS, JEO Consulting of Wahoo, Nebraska, submitted a proposal for such project in accordance with the Request for Qualifications; and

WHEREAS, a contract amount of \$150,000.00 has been negotiated; and

WHEREAS, a Consultant Agreement with JEO Consulting to perform engineering work for such project has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Consultant Agreement with JEO Consulting of Wahoo, Nebraska for engineering consulting work for the design and construction observation of Lincoln Park swimming pool is hereby approved at a cost of \$150,000.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

Approved as to Form ☐ _____
December 16, 2011 ☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item I3

#2011-379 - Consideration of Spending Process Requirements

Staff Contact: Councilmember Chuck Haase

Council Agenda Memo

From: Chuck Haase, Ward 5 Councilmember
Meeting: December 20, 2011
Subject: Spending Process Requirements
Item #'s: I-3
Presenter(s): Chuck Haase, Ward 5 Councilmember

Background

There have been a number of different responses to the questions asked about the spending authority, and the process to follow. To get everyone on the same page, having this item in front of the City Council to be discussed is the best way to provide the Council Policy to the city staff. Nebraska is a Dillon's rule state, which Dillon's rule is the cornerstone of American Municipal law and will be discussed during the presentation.

I requested this item be placed on the Council agenda originally on May 2, 2011 and was then asked by Council President to wait until after the budget. The budget is complete, and my 2nd request for the item to be placed on the Council agenda was made December 3, 2011 and adjusted on December 7, 2011 to be placed on the December 20th Council Agenda.

Discussion

This resolution as amended and approved, will then provide a City Council Policy in a common sense approach to City Spending and the process required. In the same as a stool must have 3 legs to stand, so is the spending process. The main components (Legs) are:

- Cash
- Budget
- Procurement

The detail of each of these component requirements will be provided for review, examples and discussion by the City Council and modified as directed thru the Council discussion.

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

The City Administration has not provided a recommendation.

RESOLUTION 2011-379

WHEREAS, the City Council is hereby creating a spending policy prerequisite for the expenditure of public funds, and

WHEREAS, prior to paying or presenting to the City Council for payment, there are three (3) prerequisite compliance items that must be met; and

WHEREAS, there must be sufficient cash on hand in the Fund , or the pending cash receipt within 100 days of expenditure request, and

WHEREAS, there must be specific budget authority in the Fund and Program, and

WHEREAS, after there is determined to be sufficient cash in the Fund, and Budget Authority in the Fund and Program, then there must be compliance with the Procurement Policies as established by the City Council and provided for in City Code.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 15, 2011 ☐ City Attorney



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item J1

**Approving Payment of Claims for the Period of December 7, 2011
through December 20, 2011**

The Claims for the period of December 7, 2011 through December 20, 2011 for a total amount of \$4,484,038.49. A MOTION is in order.

Staff Contact: Jaye Monter



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item X1

Strategy Session with Respect to Litigation which is Imminent

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

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item X2

Strategy Session with Respect to Pending Litigation

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

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert Sivick



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item X3

**#2011-380 - Consideration of Approving Settlement Agreement
between Jessica Musil and The City of Grand Island**

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney
Meeting: December 20, 2011
Subject: Musil v. City of Grand Island
Item #'s: X-3
Presenter(s): Robert J. Sivick, City Attorney

Background

In November, 2009 Jessica Musil a former City employee, filed two actions against the City. The first (CI09-1138) was a Complaint seeking injunctive relief to bar the City from terminating her employment. The second (CI09-1221) was a Complaint seeking damages arising out of her allegation of wrongful termination.

Discussion

The City and Ms. Musil have reached a tentative settlement. The terms are as follows:

1. Ms. Musil agrees to dismiss her suits against the City with prejudice and hold it harmless from any claims arising out of her employment.
2. The City agrees to pay Ms. Musil \$12,000.00.
3. The parties acknowledge the City admits no wrongdoing by settling these matters.
4. The parties agree to keep confidential and not discuss publicly the allegations in these matters or the discussions leading to the settlement.

Alternatives

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

1. Move to approve
2. Move to reject

Recommendation

City Administration recommends that the Council approve Resolution No. 2011-380 to settle the matters of Musil v. The City of Grand Island.

Sample Motion

Move to approve Resolution No. 2011-380 settling the matters of Musil v. The City of Grand Island and authorize the Mayor to sign the Settlement Agreement on behalf of the City.

IN THE DISTRICT COURT OF HALL COUNTY, NEBRASKA

JESSICA MUSIL,)	CASE NO. CI09-1138
Plaintiff,)	CASE NO. CI09-1221
)	
vs.)	SETTLEMENT AGREEMENT
)	
THE CITY OF GRAND ISLAND,)	
Defendant.)	

COMES NOW the parties, Jessica Musil, Plaintiff and the City of Grand Island, Defendant and do hereby set forth the terms of a Settlement Agreement reached in the above entitled matters as follows:

I.

That the Plaintiff agrees to dismiss with prejudice the above entitled matters and forever hold the Defendant harmless from any claims arising out of her past employment with the City of Grand Island.

II.

That in exchange for the Plaintiff's actions as set forth in the first paragraph of this Settlement Agreement, the Defendant agrees to pay the Plaintiff Twelve Thousand Dollars (\$12,000.00) within thirty (30) days of the parties' execution of this Settlement Agreement.

III.

That the parties acknowledge this Settlement Agreement does not constitute an admission of wrongdoing by the City of Grand

Island with regard to any of the events or allegations contained in the pleadings in the above entitled matters.

IV.

That the parties agree to keep confidential and not publicly discuss the allegations or events reference in the pleadings in the above entitled matters or the discussions leading to this Settlement Agreement.

WHEREFORE, the parties respectfully pray the Court enter an Order in the above entitled matter in accordance with the terms of this Settlement Agreement.

THE CITY OF GRAND ISLAND,
Defendant

Date

By _____
Jay Vavricek, Mayor

ATTEST:

RaNae Edwards, City Clerk

Date

Jessica Musil, Plaintiff

APPROVED AS TO FORM AND CONTENT:

James H. Truell (14258)
Attorney for Plaintiff

PREPARED AND SUBMITTED BY:

Robert J. Sivick (18863)
Grand Island City Attorney
Grand Island City Hall
100 East First Street
Post Office Box 1968
Grand Island, Nebraska 68802-1968
(308) 385-5444, Extension 130
(308) 385-5427 (Facsimile)
rsivick@grand-island.com

Attorney for Defendant

RESOLUTION 2011-380

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

That the City enter into a Settlement Agreement with Jessica Musil with regard to Musil v. The City of Grand Island (Hall County District Court – CI09-1138 and CI09-1221) with the following terms.

1. Ms. Musil agrees to dismiss her suits against the City with prejudice and hold it harmless from any claims arising out of her employment.
2. The City agrees to pay Ms. Musil \$12,000.00.
3. The parties acknowledge the City admits no wrongdoing by settling these matters.
4. The parties agree to keep confidential and not discuss publicly the allegations in these matters or the discussions leading to the settlement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 19, 2011 ☐ City Attorney