
City of Grand Island



Tuesday, April 24, 2012
Council Session Packet

City Council:

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

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 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 - Invocation - Pastor Scott Friesen, Berean Bible Church, 4116 West Capital Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item C1

Proclamation “Workzone Awareness Week” April 23-27, 2012

Construction and maintenance workers risk their lives each day to perform the critical task of building and repairing our roadways. Work zone safety and awareness is critical for both drivers and workers. The Mayor has proclaimed the week of April 23-27, 2012 as "Workzone Awareness Week" and encourages all citizens to exercise caution, slow down, pay attention and always follow posted work zone speed limits.

Staff Contact: Mayor Vavricek

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

PROCLAMATION

WHEREAS, road construction and road maintenance, performed by construction workers, utility personnel, and maintenance workers, are essential to building and preserving our local roadways; and

WHEREAS, work zones present a challenge and potential danger to all motorists and construction and maintenance workers; and

WHEREAS, the two leading causes of work zone crashes are excessive speed and the failure to remain alert while driving; and

WHEREAS, one in three work zone crashes is a rear-end collision; and

WHEREAS, work zone safety and awareness is critical, both for drivers and the men and women that work on our roadways every day; and

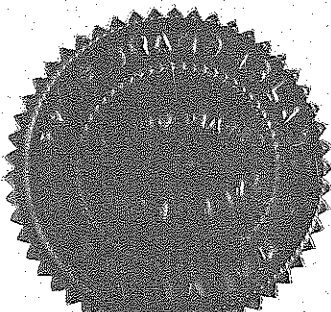
WHEREAS, safety on the roads is a shared responsibility and we all must do our part to keep our roadways safe.

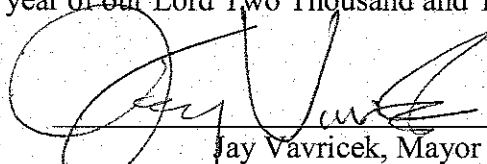
NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of April 23-27, 2012 as

"WORKZONE AWARENESS WEEK"

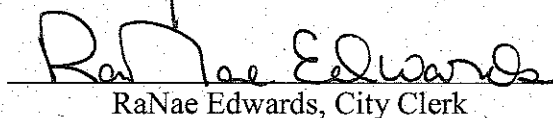
in the City of Grand Island, and encourage all citizens to exercise caution, slow down, pay attention and always follow posted work zone speed limits.

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




Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item E1

Public Hearing on Request from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street for an Addition of a Sidewalk Café to Class “I-86925” Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 24, 2012

Subject: Public Hearing on Request from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street for an Addition of a Sidewalk Café to Class “I-86925” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street has submitted an application for a Sidewalk Cafe, an addition to their Class “I-86925” Liquor License. The request includes an area of approximately 7’ x 19’ to be added to the south side of the existing building. (See attached drawing.)

Discussion

Chapter 2, Section 012.08 of the Nebraska Liquor Control Commission Rules and Regulations define “Sidewalk cafe” as “an outdoor area included in licensed premises, which is used by a restaurant or hotel with a restaurant license, for the service of meals as well as alcoholic liquors, and which is contained by a permanent fence, wall, railing, rope, or chain, defining the licensed area, provided that one open entrance not to exceed eight (8) feet shall be allowed.” 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, and Health Departments.

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 the application.

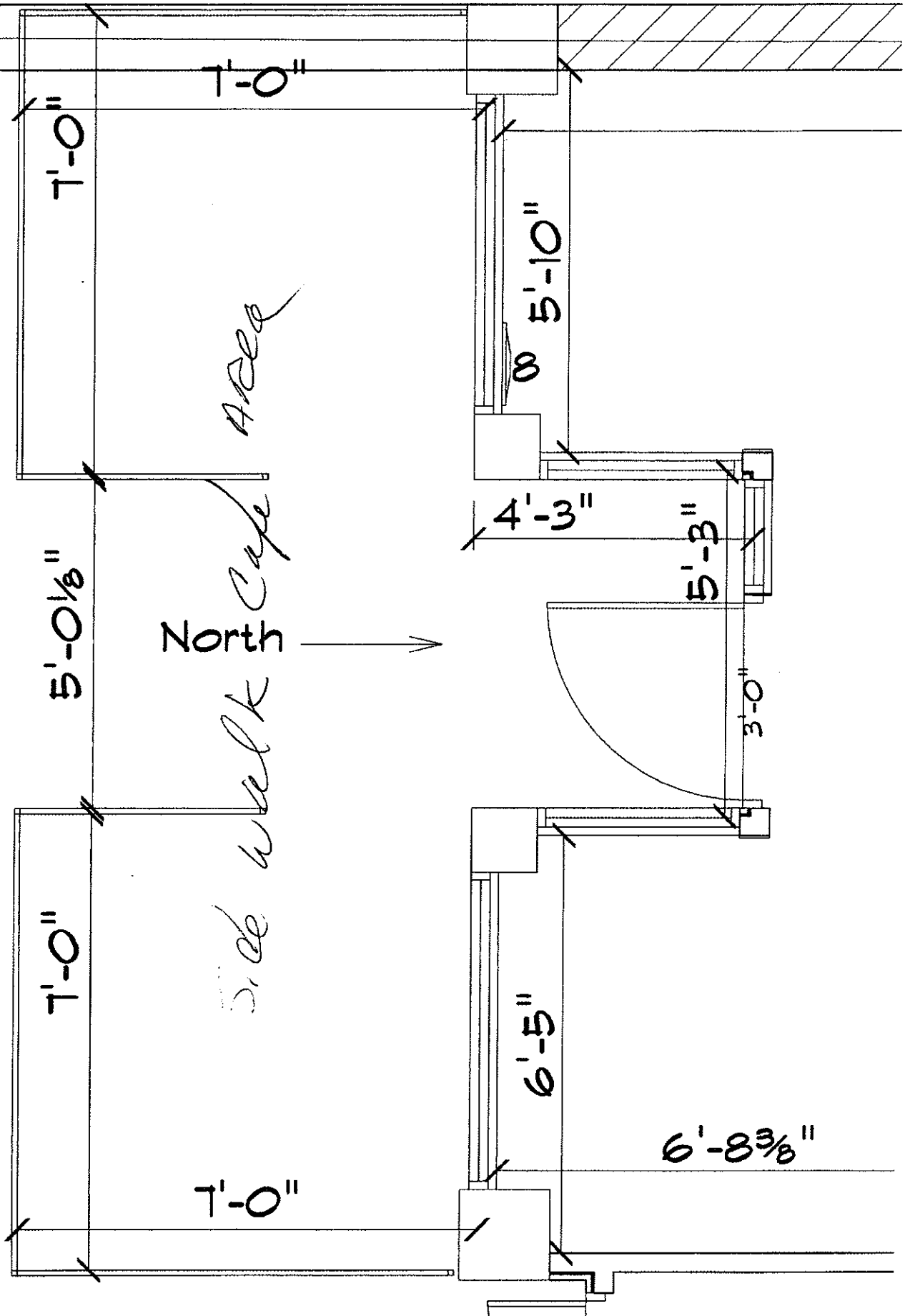
Sample Motion

Move to approve the request for a 7' x 19' Sidewalk Cafe addition for The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street, Liquor License "I-86925" contingent upon final inspections.

RECEIVED

MAR 14 2012

NEBRASKA LIQUOR
CONTROL COMMISSION





City of Grand Island

Tuesday, April 24, 2012

Council Session

Item E2

Public Hearing on Blight and Substandard Study Area No. 9

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 24, 2012

Subject: Grand Island Mall Blight Study (Proposed CRA Area No. 9)
(C-13-2012GI)

Item #'s: E-2 & I-2

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

Background

The Gordman Grand Island LLC commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 9 to be prepared by Marvin Planning Consultants of David City, Nebraska. The study area includes approximately 72 acres referred to as CRA Area No. 9. The study focused on property bounded by Capital Avenue on the north, Webb Road on the east, State Street to the south and U.S. Highway 281 on the west in northwest Grand Island. (See the attached map) On March 26, 2012, Council referred the attached study to the Planning Commission for its review and recommendation.

Discussion

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

Section 18-2109

Redevelopment plan; preparation; requirements.

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

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

~Reissue Revised Statutes of Nebraska

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

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

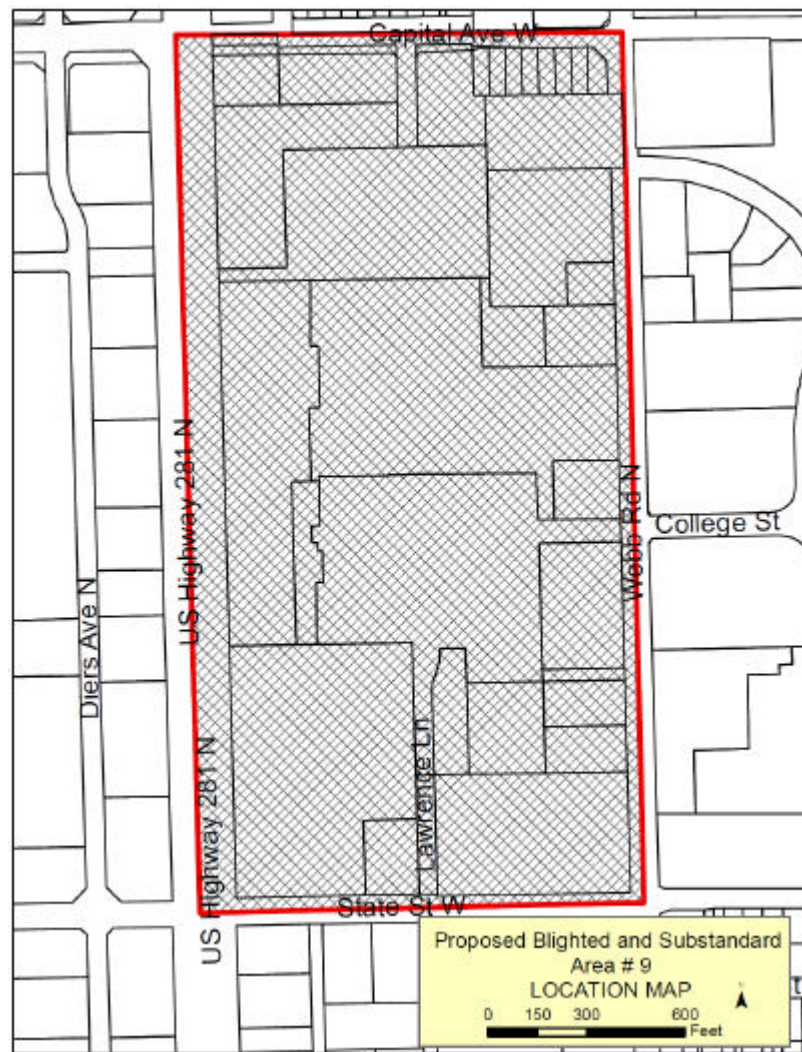


Figure 1 Redevelopment Area 9 includes all properties within the hatched area.

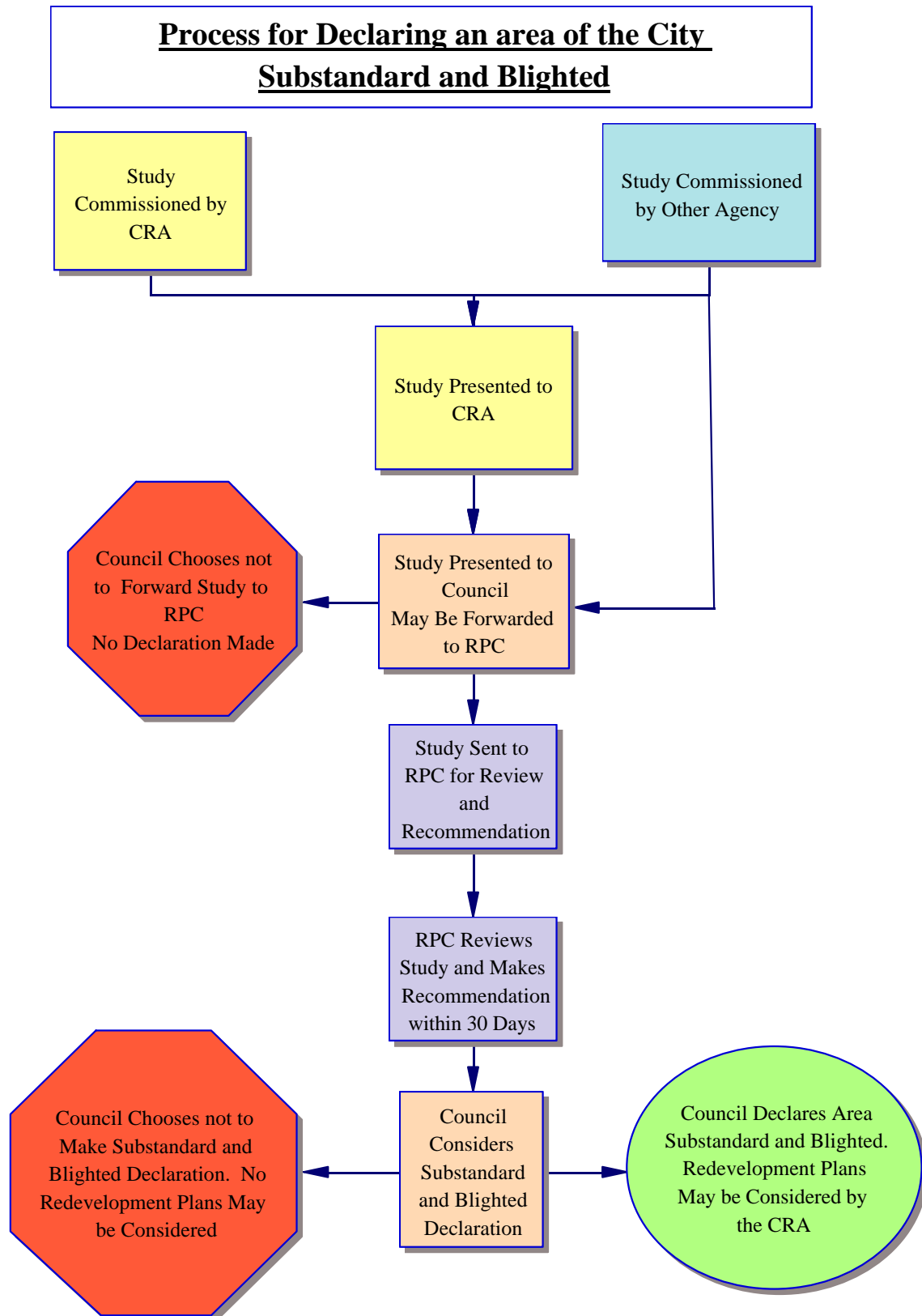


Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

Substandard and Blighted Declaration vs. Redevelopment Plan



- | | |
|---|--|
| <ul style="list-style-type: none">● Substandard and Blighted Declaration● A Study of the Existing Conditions of the Property in Question● Does the property meet one or more Statutory Conditions of Blight?● Does the Property meet one or more Statutory Conditions of Substandard Property?● Is the declaration in the best interest of the City? | <ul style="list-style-type: none">● Redevelopment Plan● What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?● How should those activities and improvements be paid for?● Will those activities and improvements further the implementation of the general plan for the City? |
|---|--|

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

OVERVIEW Continued

It is appropriate for the planning commission in conducting its review and considering its recommendation regarding the substandard and blighted designation to:

1. review the study,
2. take testimony from interested parties,
3. make findings of fact, and
4. include those findings of fact as part of its recommendation to Council.

Blighted and Substandard Defined

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

Section 18-2103

Terms, defined.

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

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

(11) ***Blighted area*** shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided

property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

~Reissue Revised Statutes of Nebraska

ANALYSIS

The following summaries are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 14 and 15 of the study. The summaries provide a basis for approving the blighted and substandard designation.

Blighting Summary

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

- Age of Structure
 - 5 of 16 units (31.2%) are 40 years of age or older.
 - 282,593 square feet of the total 531,224 square feet (53.2%) of retail space is 40 years of age or older
- Existence of defective or inadequate street layout
 - The only street layouts in the Study Area are striped parking areas with the main vehicular circulation falling into the remaining areas.
 - All streets/circulation areas are private property
- Faulty lot layout in relation to size adequacy, accessibility or usefulness
 - The Study Area is divided into 17 different owners and the boundaries are gerrymandered in no logical manner.
- Dangerous conditions to life or property due to fire or other causes
 - The primary signage (pole sign) on the Webb Road side of the area has two large steel poles that have no separation from the vehicular movements of the site.
 - The parking lots are in a major state of disrepair and in some cases could easily cause damage to a vehicle if they were driven over.
 - The drainage system in the Study Area has the potential for standing water to be present.
- Combination of factors which are impairing and/or arresting sound growth
 - The Study Area is approximately 80 acres and has 17 different property owners; therefore the diversity of ownership has the potential to impair sound growth
 - The overall lack of investment in the area over the past 10 years. Of the 16 properties, 11 (64.7%) have seen a declining assessed valuation.
- Diversity of Ownership
 - There are 17 different property owners within the Study Area. Some owners have invested in their properties while others have done minimal maintenance at best.
- Improper Subdivision or obsolete platting
 - The Study Area is divided into 17 different owners and the boundaries are gerrymandered in no logical manner.
- Stable or decreasing population over last two decennial censuses
 - The population of the Study Area has remained stable over the past 22 years.

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

- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Inadequate provisions for ventilation, light, air, open spaces or sanitation, and

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

Substandard Conditions

Average age of the residential or commercial units in the area is at least forty years

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

Within the study area there is a total of 16 units. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 11 (68.8%) units were determined to be less than 40 years of age
- 5 (31.2%) units were determined to be 40 years of age or older

Even though there is not a predominance of units 40 years of age or older the ones that meet the criteria are grouped together on the north end of the overall study area. Two of these units are the predominate commercial units on the site and contain a large portion of the overall square footage of the buildings in the area. A typical unit in which commercial uses are rated is square feet; therefore the following is a breakdown of the square footage of buildings in the study area:

- 531,224 total square feet
- 282,593 s.f. of the total or 53.2% are at least 40 years of age.

In the case of the Grand Island Mall, a walk through in the public areas indicated that the interiors were completely out of date and in dire need of updating.

Due to the age of the structures (specifically the total square feet), the age of the units would be a direct contributing factor.

Substandard Summary

Nebraska State Statute requires that at least one of five substandard factors be present in a community. This Study Area in Grand Island has one of the five. The other criteria for Substandard were not present or the data was not readily accessible in the area, these included:

- Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- More than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- The per capita income of the area is lower than the average per capita income of the city or in which the area is designated
- The area has had either stable or decreasing population based on the last two decennial censuses.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #9

Blight Study Area No. 9 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Diversity of Ownership
- Defective or inadequate street layout
- Faulty lot layout
- Improper subdivision or obsolete platting
- Unsanitary / Unsafe conditions,
- Deterioration of site or other improvements,
- Dangerous conditions to life or property due to fire or other causes,
- Combination of factors which are impairing and/or arresting sound growth,
- Average age of units is over 40 years of age.
- Stable or decreasing population based on the last two decennial censuses

Substandard Conditions

- Average age of the residential or commercial units in the area is at least forty years

RECOMMENDATION:

Planning Commission staff is recommending consideration of the following questions as a starting point in the analysis of this Study and in making a recommendation on the question of whether the property in question is blighted and substandard.

Recommend Questions for Planning Commission

- Does this property meet the statutory requirements to be considered blighted and substandard? (See Page 5 for requirements)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?

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

The Regional Planning Commission concluded that the area in question meets the definition of blighted and substandard and supports such conclusion with findings of

fact. They recommend **approval** of the declaration as blighted and substandard based on the facts presented, identified and discussed at their meeting.

The Planning Commission held a Public Hearing on this proposal at their meeting on April 4, 2012. Ron DePue and Keith Marvin representing Gordman Grand Island LLC spoke in favor of the designation and answered Planning Commission questions about the study. Kelly Rafferty, representing the Equity Investment Group owners of a building at the south end of the study area, spoke in favor of the declaration. No members of the public spoke in opposition to this item.

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

A motion was made by Bredthauer and seconded by Hayes to recommend approval of the Substandard and Blighted Area Designation for Redevelopment Area No. 9 in Grand Island, Nebraska Study as presented based on the study prepared for Gordman Grand Island LLC by Marvin Planning Consultants.

A roll call vote was taken and the motion passed with 8 members present (McCarty, O'Neill, Ruge, Hayes, Reynolds, Haskins, Eriksen, Bredthauer) voting in favor.

Sample Motion

Move to approve the Substandard and Blight Designation for Redevelopment Area No. 9 in Grand Island, Hall County, Nebraska finding the information in the study to be factual supporting such designation.

City of Grand Island, NE

Blight and Substandard Study

Area #9

March 2012



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island. This study has been commissioned by an individual property owner within the community with the hope that the City will consider the study area for future redevelopment activity. The area is bordered on all four sides by major transportation routes and the general area of the community has seen considerable new development on the western perimeter of the area but limited redevelopment activities.

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

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

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

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

Blight and Substandard are defined as the following:

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

"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special

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

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

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

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

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include commercial and public open space (primarily detention cells).

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

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

Study Area

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF W. CAPITAL AVENUE AND N. WEBB ROAD; THENCE SOUTHERLY ALONG SAID CENTERLINE OF N. WEBB ROAD TO THE INTERSECTION OF THE CENTERLINES OF N. WEBB ROAD AND STATE STREET; THENCE WESTERLY ALONG SAID CENTERLINE OF STATE STREET TO THE INTERSECTION OF THE CENTERLINES OF STATE STREET AND US HIGHWAY 281; THENCE, NORTHERLY ALONG SAID CENTERLINE OF US HIGHWAY 281 TO THE INTERSECTION OF THE CENTERLINES OF US HIGHWAY 281 AND W. CAPITAL AVENUE; THENCE, EASTERLY ALONG THE CENTERLINE OF W. CAPITAL AVENUE TO THE POINT OF BEGINNING.

Figure 1
Study Area Map



Source: Gordman Grand Island LLC, 2012

EXISTING LAND USES

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

Existing Land Use Analysis within Study Area

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

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

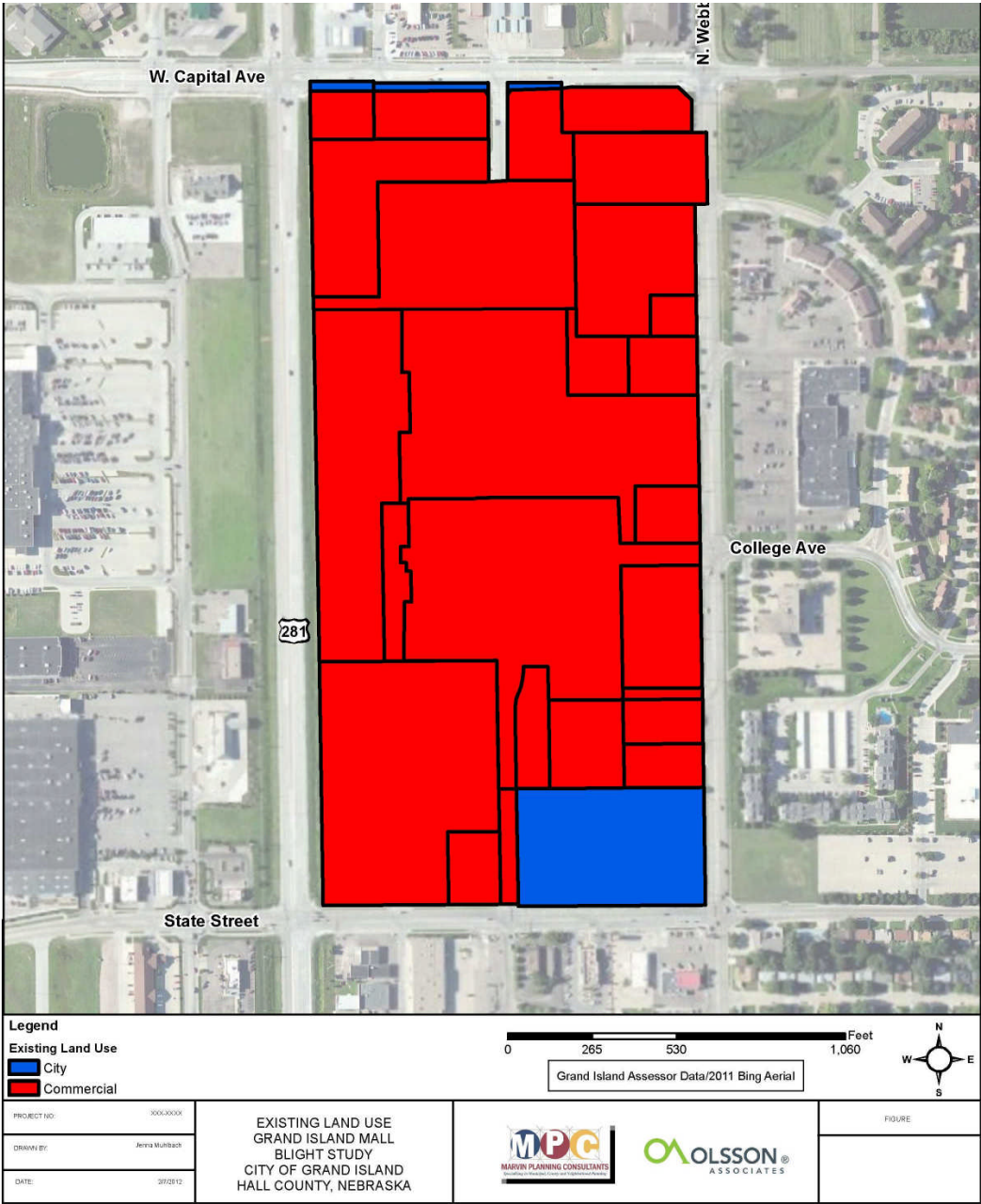
The Study Area is predominately Commercial uses with 93.0% of land in this use. The remaining 7% is Public/Quasi-public and is typically used for stormwater detention. One key note on existing land uses, within the interior of the Grand Island Mall portion there is currently a church using the space but has been included in the commercial uses.

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2011

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	66.84	93.0%	93.0%
Industrial	0	0.0%	0.0%
Quasi-Public/Public	5.02	7.0%	7.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0	0.0%	0.0%
Total Developed Land	71.86	100.0%	
Vacant/Agriculture	0		0.0%
Total Area	71.86		100.0%

Source: 2012 Grand Island Blight Study Area 9, Marvin Planning Consultants and Olsson Associates

Figure 2
Existing Land Use Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

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

CONTRIBUTING FACTORS

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

Age of Structure

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

Within the study area there is a total of 16 units. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 11 (68.8%) units were determined to be less than 40 years of age
- 5 (31.2%) units were determined to be 40 years of age or older

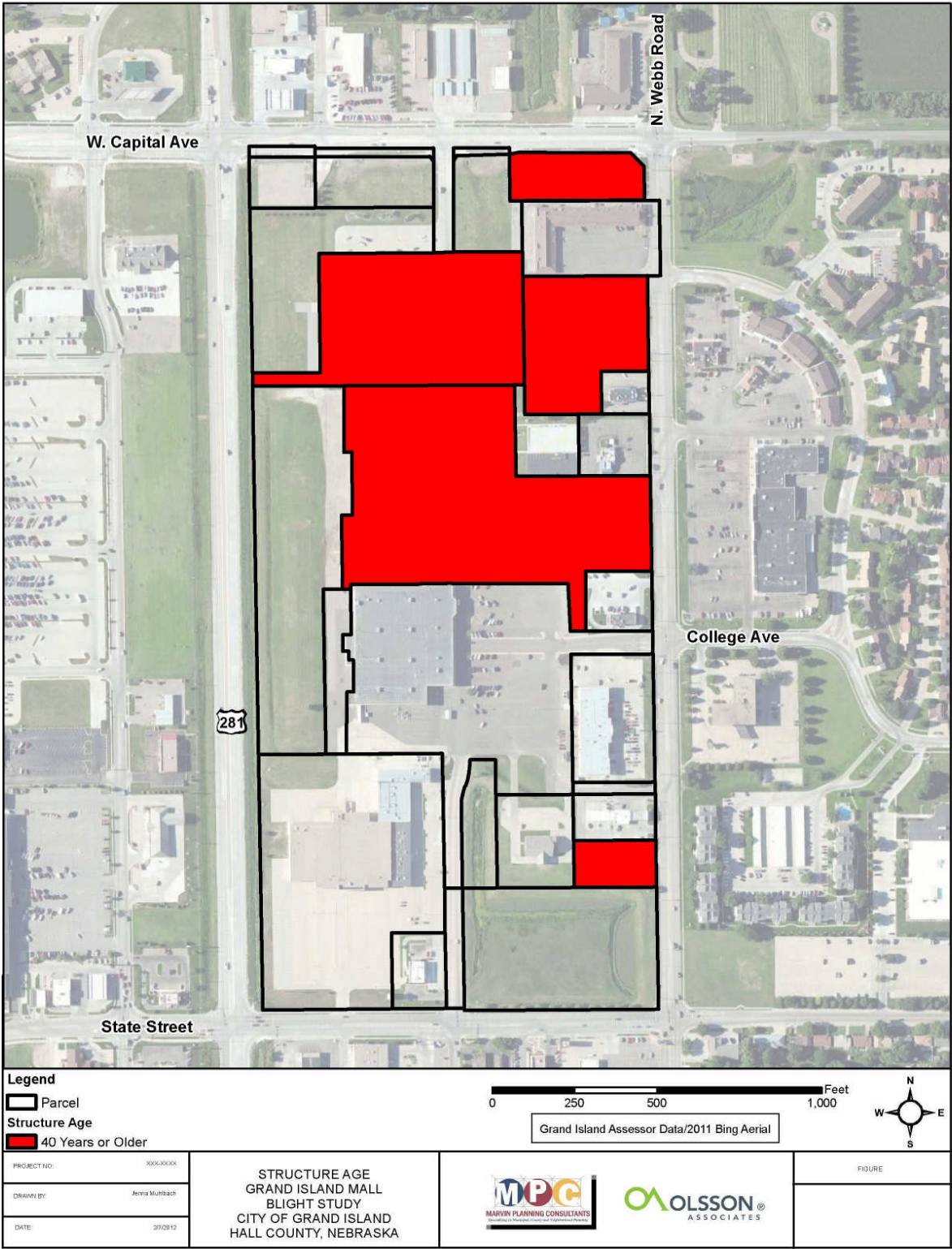
Even though there is not a predominance of units 40 years of age or older the ones that meet the criteria are grouped together on the north end of the overall study area. Two of these units are predominate commercial units on the site and contain a large portion of the overall square footage of the buildings in the area. A typical unit in which commercial uses are rated is square feet; therefore the following is a breakdown of the square footage of the units in the study area:

- 531,224 total square feet
- 282,593 s.f. of the total or 53.2% are at least 40 years of age.

In the case of the Grand Island Mall, a walk through in the public areas indicated that the interiors were completely out of date and in dire need of updating.

Due to the age of the structures and specifically the total square footage, the age of the units would be a direct contributing factor.

Figure 3
Unit Age Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

Deterioration of Site or Other Improvements

The site improvements include the areas determined to be means of public ingress and egress to the study area as well as the area designed to move vehicular traffic through the site. In addition, this includes the actual surface parking areas. The condition of the site improvements vary greatly.

The Study Area contains a major deteriorated condition; the parking areas throughout the area, as well as the demarcated driving areas.

The parking areas throughout the entire Study Area are in a serious state of disrepair. In a number of situations, the deterioration may present a potential hazard to vehicles. The parking surface and driving areas contain major surface break-ups and spawling. These conditions have been likely caused by several circumstances over the years, including:

- Lack of maintenance
- Sub-soil conditions
- Heavier than expected traffic
- Flooding in recent years
- Freeze/thaw cycles

A number of these items can be prevented through proper design, enforcement and maintenance, with maintenance being a key.

Photos 1 through 7 indicate examples of different deteriorated conditions within the parking and driving areas across the entire site.

In addition to broken pavement in the Study Area, there are some areas where the actual driving areas have reverted to dirt and mud as seen in Photo 7.

Due to the large amount of broken pavement in the Study Area, the parking areas are considered to be deteriorated or in a state of deteriorating; therefore, they are a direct contributing factor to the conditions of blight.



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7

Drainage Conditions

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

The visual survey of the site examined the entire area for potential drainage problems. The fact the City of Grand Island has one major and a couple of smaller detention cells in the Study Area are a major indicator as to the potential for flooding/drainage problems. The largest detention cell in the Study Area is also located on a prime intersection and on what could be a location for a tenant in the area.

In addition, the entire Study Area is within the 100-year floodplain; however, specific buildings/structures have been amended out of the floodplain.

The photographs of the Study Area indicate standing water within key drainage ways on the site, see Photo 8.

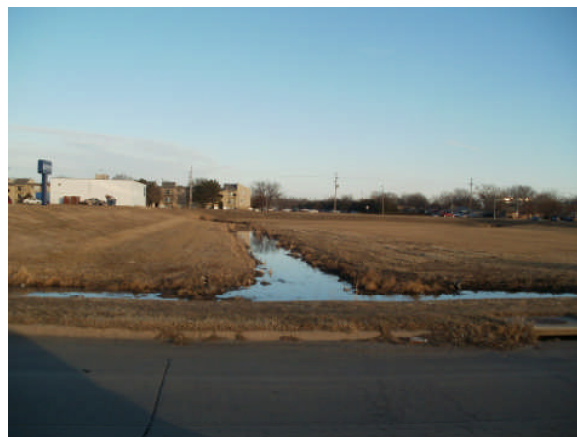


Photo 8

The drainage issue has also contributed to other problems in the area such as dictating traffic patterns in order to not interfere with the drainage on site (see Photo 9).

In addition to Photos 8 and 9, Photo 10 is a picture that was taken on May 11, 2005 after the city of Grand Island had been inundated by a spring storm that dropped nearly 8 inches of rain on the community. Photo 10 is from the southwest corner of the study area looking easterly.

Finally, standing water from poor drainage can be a catalyst for Health issues like West Nile due to the potential mosquito breeding that can occur.

Defective or Inadequate Street Layout

The circulation layout within the Study Area is a haphazard means of ingress and egress based upon specific ownership patterns and presumably a series of easements across several properties.

The layout of the circulation pattern is simply done primarily through painted demarcation on the parking lots. There are minimal separation components such as islands or wheel stops in the Study Area, especially on the larger parking lots adjoining ShopKo, the Grand Island Mall property, and the Gordman property.

The traffic layout in some cases is greatly dependent upon where the drainage system is located in the area. In addition, due to the lack of overall planning in the Study Area, circulation between the different buildings and structures is difficult.

Due to the fact that the overall circulation pattern has been designed in a manner that allows vehicular traffic to freely move and cut across parking spaces as opposed to following a prescribed route, then there is the presence of a defective or inadequate street layout within the Study Area and this is a contributing factor to the area being blighted.

Unsanitary/Unsafe conditions

The first contributing factor is the standing water and drainage issues that are found throughout the entire Study Area. This water has the potential to be the breeding grounds for insects, especially mosquitoes and their potential to carry the West Nile Virus.

Based upon the field analysis, there are sufficient elements present for there to be unsanitary and unsafe conditions in the Study Area. These conditions are predominately due to the drainage system and the possibility of standing water within the area.

Faulty Lot Layout/Improper Subdivision or Obsolete Platting

The layout of properties and lots are a critical factor to successfully seeing property developed and users of the property being able to function in a manner that minimizes the impact on the end users. Based upon the boundaries for ownership in the Study Area, there are no specifically dedicated circulation areas other than a few "fingers" that shoot out to State Street, Capital Avenue, and Webb Road.

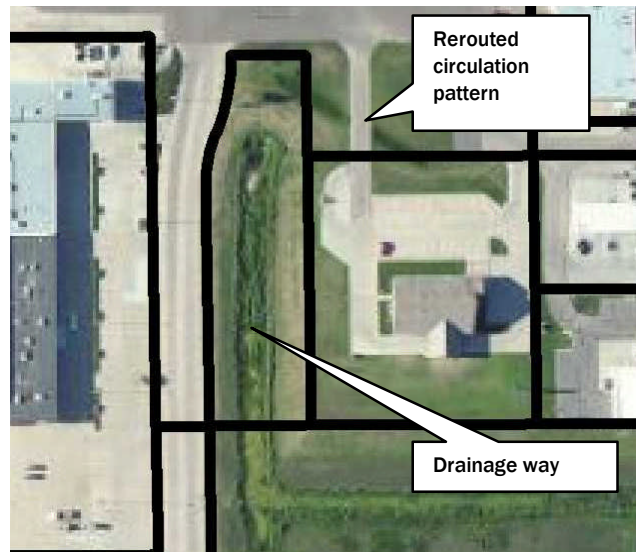


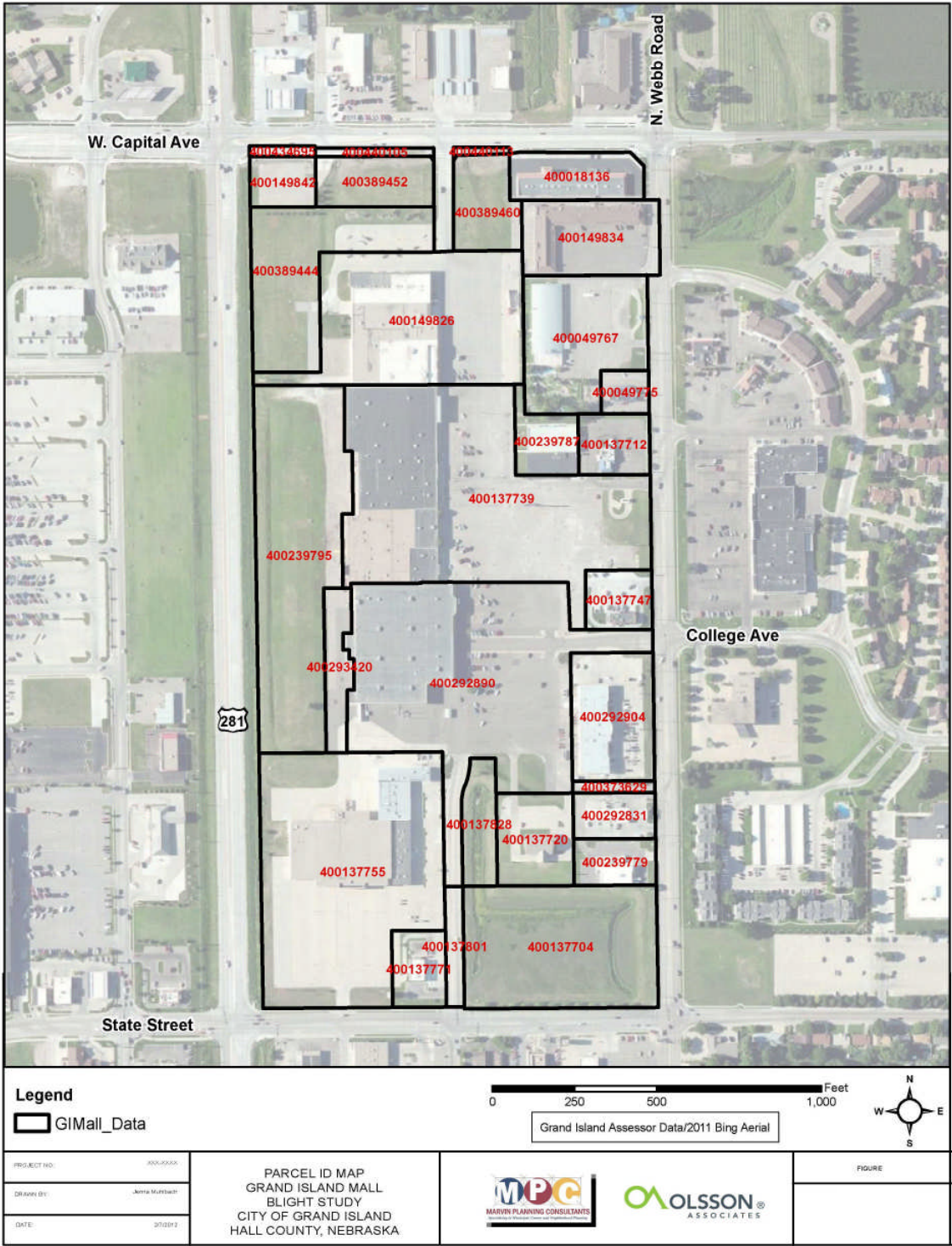
Photo 9



Photo 10

In addition, the overall configuration of the lots, based upon the Assessor's boundaries is confusing and follows little rationale, even the Outlot where Taco John's and Burger King are located appear to be after thoughts.

Figure 4
Parcel Layout Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

Diversity of Ownership

The diversity of ownership is not a common contributing factor that impacts an area's status as blighted and substandard. In the case of Blight Area 9, the diversity of ownership is probably one of the more critical elements present. Within the Study Area there are 17 different property owners. When redeveloping an area similar to Blight Area 9, this level of diversity is a hindrance to redevelopment; therefore it becomes necessary for the City and the CRA to become a party to the redevelopment activities. The City and CRA can without major commitments aid in orchestrating the redevelopment effort. In addition, the availability of Tax Increment Financing and other funding mechanisms can entice the property owners to undertake the necessary activities.

Figure 5 shows the diverse ownership by parcel.

Based upon the diversity of ownership and the relatively confined area within Blight Area 9, there are sufficient elements present to meet the statutory requirements.

Stable or Decreasing Population

Over the past 20 years the population within the study area has been stable. The population within the Study Area has been 0 residents for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

Other Contributing Factors

One of the final contributing factors towards the Study Area being declared as Blighted is the change in assessed valuation in the area between 2011 and 2002. Overall, 11 of the 17 properties showed a decrease in assessed valuation. These declining valuations are an indicator of:

- A lack of overall investment in the structure/property
- A general declining condition of the structure/property
- An overall lack of investment in the entire area

The properties that are declining in assessed valuation are having a negative impact on both the adjacent property owners that may be investing in their properties and the overall city assessment which translates into how well the City can provide services to the general public.

One final contributing factor is the existing location of the Grand Island Mall pole sign on the Webb Road side of the Study Area. Currently the sign poses a safety risk due to its location. The pole sign is located in the middle of the parking lot and is paved right up to the poles. In addition, there are no barriers in place to minimize the potential for vehicles to hit the sign. If a driver is not paying attention and/or is unfamiliar with the parking lot configuration the potential is good for a collision. Photo shows the location of one of two poles supporting the sign.



Photo 11

Blighting Summary

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

- **Age of Structure**
 - 5 of 16 units (31.2%) are 40 years of age or older.
 - 282,593 square feet of the total 531,224 square feet (53.2%) of retail space is 40 years of age or older
- **Existence of defective or inadequate street layout**
 - The only street layouts in the Study Area are striped parking areas with the main vehicular circulation falling into the remaining areas.
 - All streets/circulation areas are private property
- **Faulty lot layout in relation to size adequacy, accessibility or usefulness**
 - The Study Area is divided into 17 different owners and the boundaries are gerrymandered in no logical manner.
- **Dangerous conditions to life or property due to fire or other causes**
 - The primary signage (pole sign) on the Webb Road side of the area has two large steel poles that have no separation from the vehicular movements of the site.
 - The parking lots are in a major state of disrepair and in some cases could easily cause damage to a vehicle if they were driven over.
 - The drainage system in the Study Area has the potential for standing water to be present.
- **Combination of factors which are impairing and/or arresting sound growth**
 - The Study Area is approximately 80 acres and has 17 different property owners; therefore the diversity of ownership has the potential to impair sound growth
 - The overall lack of investment in the area over the past 10 years. Of the 16 properties, 11 (64.7%) have seen a declining assessed valuation.
- **Diversity of Ownership**
 - There are 17 different property owners within the Study Area. Some owners have invested in their properties while others have done minimal maintenance at best.
- **Improper Subdivision or obsolete platting**
 - The Study Area is divided into 17 different owners and the boundaries are gerrymandered in no logical manner.
- **Stable or decreasing population over last two decennial censuses**
 - The population of the Study Area has remained stable over the past 22 years.

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

- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Inadequate provisions for ventilation, light, air, open spaces or sanitation, and

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

Substandard Conditions

Average age of the residential or commercial units in the area is at least forty years

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

Within the study area there is a total of 16 units. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 11 (68.8%) units were determined to be less than 40 years of age

Even though there is not a predominance of units 40 years of age or older the ones that meet the criteria are grouped together on the north end of the overall study area. Two of these units are the predominate commercial units on the site and contain a large portion of the overall square footage of the buildings in the area. A typical unit in which commercial uses are rated is square feet; therefore the following is a breakdown of the square footage of buildings in the study area:

- 531,224 total square feet
- 282,593 s.f. of the total or 53.2% are at least 40 years of age.

In the case of the Grand Island Mall, a walk through in the public areas indicated that the interiors were completely out of date and in dire need of updating.

Due to the age of the structures (specifically the total square feet), the age of the units would be a direct contributing factor.

Substandard Summary

Nebraska State Statute requires that at least one of five substandard factors be present in a community. This Study Area in Grand Island has one of the five. The other criteria for Substandard were not present or the data was not readily accessible in the area, these included:

- Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- the per capita income of the area is lower than the average per capita income of the city or in which the area is designated
- the area has had either stable or decreasing population based on the last two decennial censuses.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #9

Blight Study Area #9 has several items contributing to the Blight and Substandard Conditions. These conditions include:

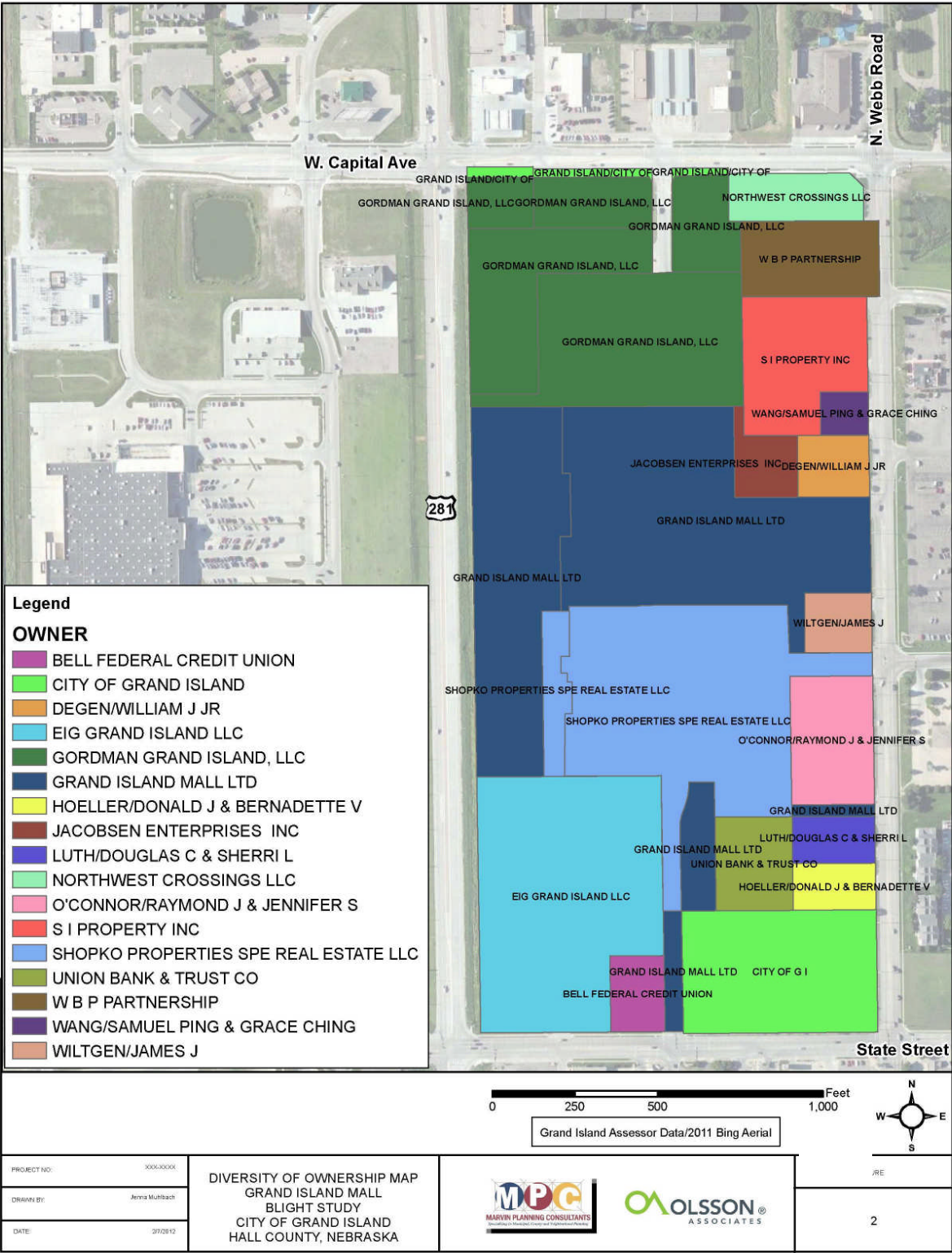
Blighted Conditions

- Diversity of Ownership
- Defective or inadequate street layout
- Faulty lot layout
- Improper subdivision or obsolete platting
- Unsanitary / Unsafe conditions,
- Deterioration of site or other improvements,
- Dangerous conditions to life or property due to fire or other causes,
- Combination of factors which are impairing and/or arresting sound growth,
- Average age of units is over 40 years of age.
- Stable or decreasing population based on the last two decennial censuses

Substandard Conditions

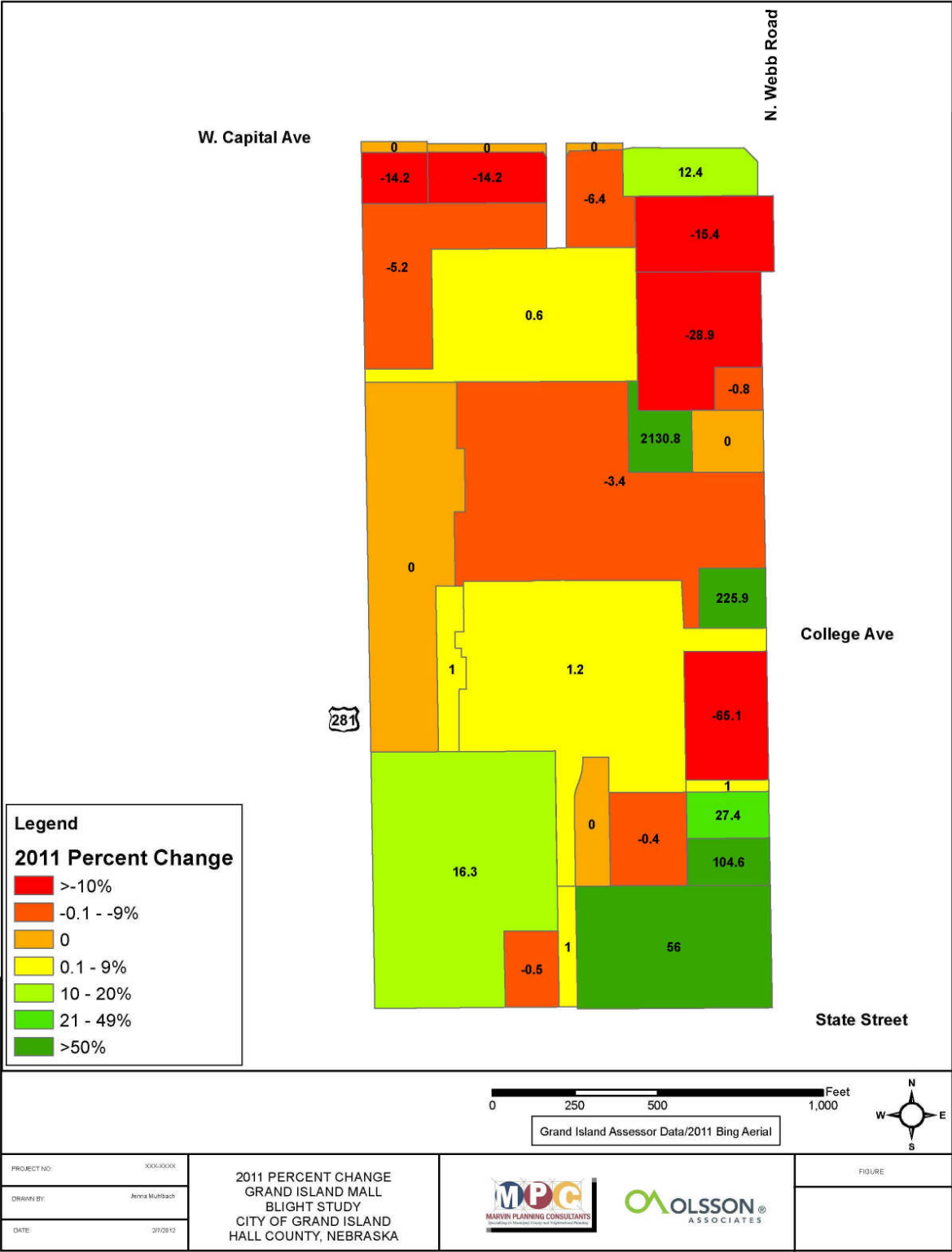
- Average age of the residential or commercial units in the area is at least forty years

Figure 5
Diversity of Ownership Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

Figure 6
Assessed Valuation Changes Map – 2002 to 2011



Source: Marvin Planning Consultants and Olsson Associates, 2012

CONCLUSION

Based upon the issues and conditions indicated from the survey of this area, there is sufficient criteria present to declare Area #9 of Grand Island as Blighted and Substandard as provided for in the Nebraska Revised Statutes. The conditions found throughout the entire area constitute a designation of blighted and substandard. The eventual use of Tax Increment Financing or other incentive programs would be of great benefit to the entire area.



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item F1

#9378 - Consideration of Amending Chapter 18 of the Grand Island City Code to Adopt the 2009 Uniform Mechanical Code

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: April 24, 2012

Subject: Amending Chapter 18 of the Grand Island City Code to Adopt the 2009 Uniform Mechanical Code and Revise Regulations Mechanical Fitters

Item #'s: F-1

Presenter(s): Craig Lewis – Building Department Director

Background

The Grand Island City Code has for decades regulated the installation of gas piping and venting of appliances, this was done with the adoption and enforcement of provisions of a model code. The City currently enforces the provision of the 2006 Uniform Mechanical Code to safeguard life, limb, health, property, and public welfare by regulating heating, cooling, and ventilating systems.

Discussion

This proposed ordinance would adopt the 2009 Uniform Mechanical Code updating from the 2006 currently in use by the City.

The adoption of the 2009 Uniform Mechanical code is intended to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling systems and other miscellaneous heat-producing appliances within this jurisdiction.

The proposed revisions have been reviewed by the Grand Island Mechanical Board and their recommendation is for Council approval.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance to revise Chapter 18 and adopt the 2009 Uniform Mechanical Code.

Sample Motion

Move to approve Ordinance #9378 to amend Chapter 18 of the Grand Island City Code.

ORDINANCE NO. 9378

An ordinance to revise Chapter 18 of the Grand Island City Code to adopt the 2009 Uniform Mechanical Code and revise regulations for gas fitters to mechanical fitters; and to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance, said effective date is May 15, 2012.

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

SECTION 1. That Chapter 18, Sections 5, 8, 11, 17, 25, 46, 55, and 56 of the Grand Island City Code shall be modified to read as follows:

§18-5. Uniform Mechanical Code Adopted

The Uniform Mechanical Code, 2009~~96~~ Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted, together with Appendices as set forth hereafter, and any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the Grand Island City Code. One copy of the Uniform Mechanical Code, 2009~~96~~ Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

The following appendices shall be adopted along with the Uniform Mechanical Code adopted by this section:

1. Appendix A- Uniform Mechanical Code Standard 6-2 Standard for Metal Ducts.

§18-8. UMC - Amendment of Section 101.01

Section 101.1 of the Uniform Mechanical Code is hereby amended to read as follows:

101.1. Title.

This document shall be known as the "Uniform Mechanical Code" together with Appendices and any amendments thereto, and shall be cited as such, and will be referred to when used herein or in Chapter 18 of the Grand Island City Code as "this Code".

§18-11. ~~Reserved UMC—Amendment of Subsection 1316.4~~

~~Subsection 1316.4 of the Uniform Mechanical Code is hereby amended to read as follows: The size of the house supply piping, beginning at the gas meter and continuing to the first supply piping outlet shall not be less than one (1) inch.~~

§18-17. Examining Board; Membership

There is hereby created an examining board for mechanical fitters which shall consist of seven members appointed annually by the Mayor and approved by a majority of the city council. The seven members shall consist of the following:

- (1) The Chief Building Official, or his/her designee
- (2) One member from the local gas company
- (3) One contracting master mechanical fitter
- (4) One member from the community
- (5) Three members which shall be either master mechanical fitters or journeyman mechanical fitters.

~~Four members shall constitute a quorum. Duties of the board shall be to establish standards and procedures for the qualifications, examination, and licensing of master and journeymen mechanical fitters and shall issue the~~

ORDINANCE NO. 9378 (cont)

~~appropriate license to each person who meets the qualifications thereof and successfully passes the examination given by the Examining Board.~~

~~— The duly appointed Examining Board shall act as a Board of Appeals for any appeal arising from actions of the Chief Building Official or his authorized representative as it relates to issues in this chapter of the city code.~~

Amended by Ordinance No. 9034, effective 03-22-2006

Amended by Ordinance No. 9117, effective 05-29-2007

§18-25. General Rules

(1) All mechanical apprentices actively engaged under a master mechanical fitter will be required to register with the City Building Department. Experience accrued towards taking the journeyman mechanical test will only be accepted as a registered apprentice. Time accrued previous to registration will be noted.

(2) Time required for an apprentice to be actively engaged in the trade under the supervision of a master, journeyman, or qualified shop will be a minimum of ~~two~~three years. Proof of qualifications will be submitted to the Board in writing for consideration and approval for the journeyman examination. Any academical time to be considered by the Board in place of actual apprenticeship time in the trade must be from a State accredited college or Technical school.

(3) Applicants must hold a journeyman license for a minimum of ~~two~~four years before taking the Master exam, and be actively engaged in the trade for the full two years.

(4) The minimum age limit for a Journeyman examination will be Twenty (20) years of age unless approved by the Board.

(5) The allotted time for the Master and Journeyman examination will be four hours (~~two~~four hours open book ~~and two hours closed book~~).

(6) Request for Master and Journeyman examination will be filed in the City of Grand Island Building Department Office prior to the examination date for the consideration of the Board. Examination fee will be paid with the application. No exam fee will be refunded after taking the examination.

(7) All applicants will submit, along with their request for examination, letters of proof of the required apprenticeship time actively engaged in the trade.

(8) In the event that an applicant fails to pass the examination given, he may make application for a subsequent exam after eighty-five (85) days have passed.

(9) At the discretion of the Board, experience gained at an industrial plant or outside the tri-city jurisdiction may be considered as apprenticeship time to qualify for a Journeyman examination. Information considered by the Board shall include written proof of previous experience record and oral examination.

(10) All examination papers are the property of the examining Board. Applicants will not be permitted to remain during grading or to review examination papers after they have been submitted for grading. Test results will be sent by mail.

(11) Applicant must obtain a passing score on each part of the exam (written as well as drawing).

(12) An applicant with a passing score will have a 30 day grace period to pick up a new license dated from the test date.

(13) An applicant must supply his own copy of this Code; the Grand Island Building Department will not supply copies to anyone during the test. Photocopies, reference books, or any other reference materials will not be allowed in the testing area during the test.

§18-46. Reserved Eligibility Requirements

~~— All mechanical fitter apprentices engaged under a master mechanical fitter will be required to register with the City Building Department. Experience accrued towards taking the test journeyman mechanical fitters test will only be accepted as a registered apprentice. Time accrued previous to registration requirement will be approved and noted.~~

~~— An applicant for examination must have worked under supervision of a licensed master mechanical fitter, for a period of two years before being eligible to take a journeyman mechanical fitter's examination. No person shall be eligible to take a master mechanical fitter's examination until two years after registration as a journeyman mechanical fitter.~~

§18-55. Examination; Prerequisites; Exemptions

(A) Before the applicant shall be registered as a master mechanical fitter, contractor or journeyman, as the case may be, he or she shall submit to an examination to determine fitness and competency to engage in the business, trade, or calling of gas fitting, mechanical work or appliance installation work, as the case may be, which

ORDINANCE NO. 9378 (cont)

examination shall be given by the examining board for mechanical fitters as hereinbefore set forth, such applicant after having by such examination been shown to be fit, competent and qualified to engage in the business, trade, or calling of a master or journeyman mechanical fitter, as the case may be, shall be registered by the chief building official, who shall deliver to such applicant a certificate of registration, signed by the chief building official.

(B) An applicant failing to pass an examination shall not be eligible for re-examination until eighty five days shall have elapsed after the previous examination. Each applicant shall pay an examination fee for each re-examination required.

~~(C) Any applicant validly registered or licensed as a master mechanical fitter, contractor or journeyman, or equivalent capacity by the city of Hastings or the city of Kearney, shall be exempt from taking the foregoing examination, and provided the applicant is otherwise qualified pursuant to this code, shall be issued an equivalent license upon application and payment of fees.~~

§18-56. ~~Reserved~~Eligibility Requirements

~~All mechanical fitter apprentices engaged under a master mechanical fitter will be required to register with the City Building Department. Experience accrued towards taking the test journeyman mechanical fitters test will only be accepted as a registered apprentice. Time accrued previous to registration requirement will be approved and noted.~~

~~An applicant for examination must have worked under supervision of a licensed master mechanical fitter, for a period of two years before being eligible to take a journeyman mechanical fitter's examination. No person shall be eligible to take a master mechanical fitter's examination until two years after registration as a journeyman mechanical fitter.~~

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, on May 15, 2012.

Enacted: April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item F2

#9379 - Consideration of Amending Chapter 26 of the Grand Island City Code to Adopt the 2009 Uniform Plumbing Code

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: April 24, 2012

Subject: Amending Chapter 26 of the Grand Island City Code to Adopt the 2009 Uniform Plumbing Code.

Item #'s: F-2

Presenter(s): Craig Lewis, Building Department Director

Background

The Grand Island City has adopted and enforced plumbing regulations for several decades. Currently the 2006 edition of the Uniform Plumbing Code is adopted to provides minimum standards for the protection of the public health, safety, and welfare in regard to plumbing installations and facilities. This proposal is to amend the City code to adopt the latest edition of the Uniform Plumbing code, that being the 2009 edition.

Discussion

The City generally adopts published model codes on a three to six year cycle as model codes are published and revised every three years. This edition and adoption is intended to keep Grand Island current with the latest model plumbing code.

These modifications have been before the Grand Island Plumbing Board and received their approval and endorsement.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance to adopt the 2009 Uniform Plumbing Code and modify chapter 26 of the City Code.

Sample Motion

Move to approve Ordinance #9379 to amend chapter 26 of the City Code.

ORDINANCE NO. 9379

An ordinance to revise Chapter 26 of the Grand Island City Code to bring it into conformity with the 2009 UPC Code Changes; and to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance, said effective date is May 15, 2012.

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

SECTION 1. That Chapter 26, Sections 1, 2, 16, and 43 of the Grand Island City Code shall be modified to read as follows:

§26-1. Uniform Plumbing Code Adopted

The Uniform Plumbing Code, 2009~~96~~ Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted, together with Appendices as set forth hereafter, and any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the Grand Island City Code. One copy of the Uniform Plumbing Code, ~~2006-2009~~ Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

The following appendices shall be used with the Uniform Plumbing Code adopted by this section:

1. Appendix A – Recommended Rules for Sizing the Water Supply System.
2. Appendix B – Explanatory Notes on Combination Waste and Vent Systems.
3. Appendix D – Sizing Stormwater Drainage Systems.
4. Appendix L – Alternate Plumbing Systems.

Amended by Ordinance No. 9024, effective 03-01-2006
Amended by Ordinance No. 9118, effective 05-15-2007

§26-2. UPC - Certain Sections not Adopted

It is especially provided that the following chapters, sections, and tables of the Uniform Plumbing Code are not adopted or approved, and the same shall be of no force and effect:

1. Table 1-1 - Plumbing Permit Fees.
2. Chapter 13 – Health Care Facilities and Medical Gas and Vacuum Systems.
3. ~~Gray Water Systems~~ Chapter 16 Nonpotable Water Reuse Systems
4. Appendix E – Manufacture/Mobile Home Parks and Recreational Vehicle Parks.
5. Appendix F – ~~F~~irefighter Breathing Air Replenishment Systems
6. Appendix I – Installation Standards
7. Appendix K – Private Sewage Disposal Systems.

Amended by Ordinance No. 9024, effective 03-01-2006
Amended by Ordinance No. 9118, effective 05-15-2007

§26-16. UPC - ~~Amendment of Subsection 1216.4~~ Waste Discharge Requirements

~~Subsection 1216.4 of the Uniform Plumbing Code is hereby amended to read as follows:~~

~~The size of the house supply piping, beginning at the gas meter and continuing to the first supply piping outlet shall not be less than one (1) inch.~~

ORDINANCE NO. 9379 (Cont.)

Subsection 1014.3.2.1 is hereby amended to read as follows.

Waste discharge in establishments from fixtures and equipment which contain grease, including but not limited to, scullery sinks, pot and pan sinks (3-compartment and 4-compartment sinks), dishwashers, soup kettles, and floor drains located in areas where grease-containing materials exist, shall be permitted to be drained into the sanitary waste through the interceptor when approved by the Authority Having Jurisdiction.

§26-43. Examinations; Fee; Exemptions

Any person desiring to be licensed as a master plumber or as a journeyman plumber pursuant to this chapter shall make written application for an examination to the Board. Examination fees shall be in accordance with the City of Grand Island Fee Schedule.

Examination fees shall accompany such application and shall be accounted for and turned over to the City Treasurer. Examination fees are not returned but shall be forfeited in the event the applicant fails the examination.

Any person validly registered or licensed as a master plumber or journeyman plumber or equivalent capacity by the ~~City of Hastings or the~~ City of Kearney shall be exempt from taking the foregoing examination, and provided the applicant is otherwise qualified pursuant to this code, shall be issued an equivalent license upon application and payment of fees.

Amended by Ordinance No. 9118, effective 05-15-2007

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, on May 15, 2012.

Enacted: April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item F3

#9380 - Consideration of Vacation of a Portion of Ebony Lane in Sterling Estates Subdivision (Niedfelt Property Management Preferred LLC & Starostka Rentals LLC)

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: April 24, 2012

Subject: Consideration of Vacation of a Portion of Ebony Lane in Sterling Estates Subdivision (Niedfelt Property Management Preferred LLC & Starostka Rentals LLC)

Item #'s: F-3

Presenter(s): John Collins, Public Works Director

Background

Council action is required for vacation of a public street.

Discussion

Niedfelt Property Management Preferred LLC owns 3778 Norseman Avenue, and Starostka Rentals LLC owns 3779 Norseman Avenue; both of which are requesting to vacate the easterly two (2) feet of street right-of-way abutting each lot on Ebony Lane. This vacation will allow the proper lot size for the proposed structures on each lot.

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 the easterly two (2) feet of street right-of-way abutting 3778 & 3779 Norseman Avenue.

Sample Motion

Move to approve the Ordinance.

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

ORDINANCE NO. 9380

An ordinance to vacate a portion of the public street on the west side of Lot One (1), Block Three (3), Sterling Estates Subdivision and the west side of Lot One (1), Block Seven (7), Sterling Estates Subdivision, City of 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 Ebony Lane lying west of the west line of Lot One (1), Block Three (3), Sterling Estates; and also lying west of the west line of Lot One (1), Block Seven (7), Sterling Estates, City of Grand Island, Hall County, Nebraska, more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3), STERLING ESTATES SUBDIVISION; THENCE RUNNING NORTHWEST FOR A DISTANCE OF FOURTEEN AND FOURTY HUNDREDTHS (14.41) FEET, THENCE RUNNING NORTHERLY ON THE WEST LINE OF LOT ONE (1) BLOCK THREE (3) FOR

ORDINANCE NO. 9380 (Cont.)

A DISTANCE OF ONE HUNDRED AND TEN (110.0) FEET TO THE NORTHWEST CORNER OF LOT ONE (1) BLOCK THREE (3) STERLING ESTATES SUBDIVISION, THENCE RUNNING WEST FOR A DISTANCE OF TWO (2.0) FEET. THENCE RUNNING SOUTH AND PARALLEL TO THE WEST LINE OF LOT ONE (1) BLOCK THREE (3) STERLING ESTATES SUBDIVISION FOR A DISTANCE OF ONE HUNDRED TWENTY (120.0) FEET; THENCE RUNNING EASTERLY FOR A DISTANCE OF TWELVE AND NINETEEN HUNDREDTHS (12.19) FEET BACK TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1) BLOCK SEVEN (7) STERLING ESTATES SUBDIVISION AND RUNNING SOUTHWESTERLY FOR A DISTANCE OF FOURTEEN AND FOURTY ONE HUNDREDTHS (14.41) FEET, THENCE RUNNING SOUTHERLY ON THE WEST LINE OF LOT ONE (1) BLOCK SEVEN (7) STERLING ESTATES SUBDIVISION FOR A DISTANCE OF ONE HUNDRED THIRTEEN AND EIGHTY FIVE HUNDREDTHS (113.85) FEET TO THE SOUTHWEST CORNER OF LOT ONE (1) BLOCK SEVEN (7) STERLING ESTATES SUBDIVISION. THENCE RUNNING WESTERLY FOR A DISTANCE OF TWO (2.0) FEET THENCE RUNNING NORTHERLY AND PARALLEL TO THE WEST LINE OF LOT ONE (1) BLOCK SEVEN (7) STERLING ESTATES SUBDIVISION. FOR A DISTANCE OF ONE HUNDRED TWENTY THREE AND EIGHTY FOUR HUNDREDTHS (123.84) FEET; THENCE RUNNING EASTERLY FOR A DISTANCE OF TWELVE (12.0) FEET BACK 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.

ORDINANCE NO. 9380 (Cont.)

Enacted: April 24, 2012

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

10

2'

STERLING

1

2

3

14.14'

BLK.3

NORSEMAN AVE



VACATED STREET
RIGHT OF WAY

EBONY LANE

14.14'

ESTATES

1

2

3

2'

BLK.7

1

2



EXHIBIT "A"



DATE: 04-06-2012

DRAWN BY: M W L

APPROV BY:

PLAT TO ACCOMPANY
VACATED STREET

PLAN

1/



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G1

Approving Minutes of April 10, 2012 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 10, 2012

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 April 10, 2012. Notice of the meeting was given in *The Grand Island Independent* on April 4, 2012.

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, Vaughn Minton, and John Gericke. 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 Finance Director Jaye Monter.

INVOCATION was given by Father Richard Piontkowski, St. Mary's Cathedral Catholic Church, 204 South Cedar Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member McKenzie Reed and Board member Celine Swan.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Barbershop Harmony Week" April 10, 2012. Mayor Vavricek proclaimed the week of April 10, 2012 as "Barbershop Harmony Week". The Conestoga Barbershop Chorus was present for the presentation and sang a song.

Proclamation "National Library Week" April 8-14, 2012. Mayor Vavricek proclaimed the week of April 8-14, 2012 as "National Library Week". Karl Kostbahn was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Chanh Bandasack dba South Front Reception, 123 East South Front Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from Chanh Bandasack dba South Front Reception, 123 East South Front Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 14, 2012; notice to the general public of date, time, and place of hearing published on March 31, 2012; notice to the applicant of date, time, and place of hearing mailed on March 16, 2012; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on the 2012 Justice Assistance Grant (JAG). Steve Lamken, Police Chief reported that Grand Island Police Department and Hall County Sheriff's Department were eligible to receive Justice Assistance Grant money in the amount of \$22,379.00 and \$7,459.00 respectively. Staff recommended approval. No public testimony was heard.

Public Hearing on the Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan. Citizens' Review Committee Chairman Lisa Willman reported that the

Semi-Annual Report was approved by the Citizens' Review Committee on Tuesday April 3, 2012. The Report was required by State Statute and City Code.

Marlan Ferguson, President of Economic Development Corporation presented the Semi-Annual Report. Mr. Ferguson commented on the support from past and present mayors and Council members for economic and community development. The economic development program was scheduled to sunset in 2013 and currently was in the ninth year of a ten year program. A PowerPoint presentation was given updating the Council on the LB 840 activities. No public testimony was heard.

ORDINANCES:

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

#9377 – Consideration of Amending to Chapter 16 of the Grand Island City Code Relative to Fireworks

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 Haase seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Fire Operations Division Chief Tim Hiemer reported that Ordinance No. 9377 would amend Chapter 16 of the Grand Island City Code relative to fireworks storage locations, liability insurance, limited days to sell, limited hours of discharge, number of stands, and increased permit fee.

The following people spoke in opposition:

- Tom Townes, 1609 Meadow Road
- Marvin Kohler, 1739 Ingalls Road
- Margie Kohler, 1739 Ingalls Road

Motion by Gilbert, second by Carney to approve Ordinance #9377 with the exception of not limiting the number of days.

Discussion was held regarding leaving the number of days to sell fireworks at eight. Comments were made concerning the quality of life, noise, and impact on law enforcement,

Motion by Nickerson, second by Gericke to reduce the number of days to sell fireworks to seven. Upon roll call vote, Councilmembers Niemann, Gilbert, Nickerson, Donaldson, Dugan, Minton and Gericke voted aye. Councilmembers Haase, Carney and Ramsey voted no. Motion adopted.

Mr. Hiemer answered questions concerning inspections. Mr. Towne and Mr. Kohler answered questions regarding the number of days to sell fireworks and the impact on revenue to the vendors.

City Attorney Bob Sivick explained the reasons for the insurance requirement. City Administrator Mary Lou Brown stated most vendors carried insurance so the cost would not go up. Number of stands was discussed on a first come first serve basis. Mr. Kohler recommended that preference for permits be given to local residents of Grand Island.

Motion by Haase, second by Gilbert to amend the main motion that the previous permit holders be given preference for the following year and a date will be set by the Fire Department regarding a deadline to apply for a permit.

Motion by Gericke, second by Carney to refer this Ordinance to a future date. Upon roll call vote, Councilmembers Carney, Niemann, Ramsey, Nickerson, Donaldson, Dugan, Minton and Gericke voted aye. Councilmembers Haase and Gilbert voted no. Motion adopted.

CONSENT AGENDA: Consent Agenda items G-6, G-11 and G-16 were pulled for further discussion. Motion by Ramsey, second by Niemann to approve the Consent Agenda excluding items G-6, G-11 and G-16. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 26, 2012 City Council Regular Meeting.

Approving Minutes of April 3, 2012 City Council Study Session.

Approving Request from Paul Younes, 6 West 21st Avenue Place, Kearney, Nebraska for Liquor Manager Designation for Fairfield Inn & Suites, 805 Allen Drive.

#2012-85 – Approving 2012 VOCA Grant Application.

#2012-86 – Approving 2012 Justice Assistance Grant Application and Memorandum of Understanding with Hall County.

#2012-88 – Approving Bid Award for Turbine Generator Inspection and Repair with Megnetech Industrial Services of Saraland, Alabama in an Amount of \$496,338.00.

#2012-89 – Approving Bid Award for 2013 Truck with Digger Derrick Unit – Utilities Line Division with Altec Industries of St. Joseph, Missouri in an Amount of \$203,969.00.

#2012-90 – Approving Supplemental Agreements with Burlington Northern Santa Fe Railroad – Double Track Project.

#2012-91 – Approving Bid Award for (90) Fire Hydrants with HD Supply Waterworks of Omaha, Nebraska in an Amount of \$125,460.00.

#2012-93 – Approving Time Extension for 911 Phone Installation with Platte Valley Communications of Grand Island, Nebraska with a completion date of May 31, 2012.

#2012-94 – Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2012 with OK Paving of Hordville, Nebraska in an Amount of \$733,175.00.

#2012-95 – Approving Correction to Resolution No. 2010-361; Acquisition of Landscape Easements Located in Business Improvement District No. 6 (Second Street).

#2012-96 – Approving Award of Proposal for Engineering Services Related to Environmental Monitoring Services at the Landfill with G.N. Kuhn Engineering, LLC of Omaha, Nebraska in an Amount not-to-exceed \$54,950.00 over a five-year period.

#2012-98 – Approving FEMA Hazard Mitigation Grant for Siren Replacement.

#2012-87 – Approving Bid Award for Water Main District 458T and Sanitary Sewer District 527T – Platte Valley Industrial Park with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$1,262,909.56. Utilities Director Tim Luchsinger reported this was a bid award for installation of Water Main District 458T and Sanitary Sewer District 527T at the Platte Valley Industrial Park. The City had applied and received a grant of up to \$935,000 based on matching funds from the City of \$1.2 million. EDC allowed \$575,000 for this project.

Discussion was held regarding the revenues, block grant funds, LB 840 funds and the city portion owed for this project. Mr. Ferguson explained the breakdown of the revenue.

Motion by Haase, second by Nickerson to approve Resolution #2012-87. Upon roll call vote, all voted aye. Motion adopted.

#2012-92 – Approving Amendment to Finance Personnel FTE Budget Allocation. Finance Director Jaye Monter reported that this request was for a seasonal .25 FTE increase in the Finance Department to hire an interim from Kearney.

Concerns were brought forward of creating a position for a particular person and the vacancies in the Finance Department that had not been filled. Comments were made regarding internships with no salary and this position of \$5,400 should be opened up to other applicants. Ms. Monter stated if they were job shadowing they would not be paid, but if they actually worked for the City we would have to be paid. City Administrator Mary Lou Brown commented that the Nebraska City/County Managers Association had worked with UNO and Kearney and encouraged internship programs.

Motion by Gilbert, second by Niemann to approve Resolution #2012-92. Upon roll call vote, Councilmembers Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Minton, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

#2012-97 – Accepting the Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan. This item related to the aforementioned Public Hearing item.

It was mentioned that there was \$269,000 available for LB 840 funding this year. Mr. Ferguson explained the changes made to the contracts after Structured Solutions failure and lessons learned.

Motion by Gilbert, second by Niemann to approve Resolution #2012-97. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2012-99 – Consideration of Request from Chanh Bandasack dba South Front Reception, 123 East South Front Street for a Class "T" Liquor License This item related to the aforementioned Public Hearing.

Motion by Haase, second by Donaldson to approve Resolution #2012-99 contingent upon final inspections and completion of a state approved alcohol server/seller program. Upon roll call vote, all voted aye. Motion adopted.

#2012-100 – Approving the Power Sales Agreement for Broken Bow Wind Project. Utilities Director Tim Luchsinger reported that the Utilities Department had been involved in renewable energy. The

most cost effective form was in the area of wind energy. The City had participated with Springview, Ainsworth, Elkhorn Ridge, and Laredo Ridge projects.

The Nebraska Public Power District had entered into a Power Purchase Agreement with Broken Bow Wind, LLC, for the output of the project, and was re-marketing portions of that power to other electric utilities. The City was recommending participation in this project at 1 MW.

A recommendation was made to have a comparison report on wind energy. Cost of renewable energy and long term energy was discussed.

Motion by Haase, second by Carney to approve Resolution #2012-99. Upon roll call vote, all voted aye. Motion adopted.

#2012-101 – Consideration of Economic Development Incentive Agreement with Medbery Fabrication LLC. City Administrator Mary Lou Brown reported that an application had been made by Medbery Fabrication for a \$76,000 forgivable LB 840 loan. Explained were the terms of the contract and changes in the process. Ed Medbery, 3230 No. North Road commented on CNH being his only customer and was in the process to branch out with other products.

Motion by Carney, second by Haase to approve Resolution #2012-101. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Carney to approve the Claims for the period of March 27, 2012 through April 10, 2012, for a total amount of \$2,698,996.64. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:40 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G2

**Receipt of Official Documents – Pawnbroker’s Official Bonds for
G.I. Loan Shop, 1004 West 2nd Street and Payday Express, 645
South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: April 24, 2012
Subject: Approving Renewal of Pawnbrokers Official Bond
Item #'s: G-2
Presenter(s): RaNae Edwards, City Clerk

Background

Chapter 25 of the Grand Island City Code requires that all persons who shall engage in the business of pawnbroker are required to make application to the Mayor and City Council. Along with the application and fee, a bond is required which is to be approved by the Mayor and City Council. Each license expires on April 30th of each year and must be renewed prior to that date.

Discussion

G.I. Loan Shop, 1004 West Second Street and Payday Express, 645 South Locust Street have submitted their application, fee, and bond for renewal of their pawnbroker's license. (See attached)

Alternatives

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

1. Move to approve the renewals
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 application and bond for renewal of pawnbroker's license.

Sample Motion

Move to approve the renewal applications and bonds for G.I. Loan Shop, 1004 West 2nd Street and Payday Express, 645 South Locust Street.



Pawnbroker's License Application

Business Owner Name: Darbo R Beazby
Business Owner Address: 1810 Hwy 58 Dannebrog Ne 68831
Business Manager Name: Patricia Beazby
Business Manager Address: 1810 Hwy 58 Dannebrog Ne 68831
Business Street Address: 1004 W 2nd Grand Island
Telephone: 308-382-9573

Location of storage of goods if kept at location other than business location:

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of **\$100.00** when the license is issued **as well as** a license fee in the amount of **\$100.00** for a **total of \$200.00**.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.



Nationwide Mutual Insurance Company
Bond Department
1100 Locust, Department 2006
Des Moines, IA 50391-2006

Bond Continuation Certificate

Nationwide Mutual Insurance Company, hereinafter called Company, in consideration of an Agreed Premium hereby continues in force Bond Number 7900369972

Bond Description Pawn Broker

in the sum of \$ 5,000.00

on behalf of G I Loan Shop, Inc.
1004 W 2nd

Grand Island NE 68802

in favor of City of Grand Island

for the extended term beginning 12:00:00 a.m. May 1, 2012

and ending 11:59:59 p.m. April 30, 2013

subject to all terms, conditions and limitations contained in the original bond.

This continuation certificate is executed upon the express condition that the Company's liability under the bond and all continuation certificates issued shall not be cumulative and shall in no event exceed in the aggregate the largest single amount stated on the original bond, any rider attached thereto, of any continuation certificate.

SIGNED, SEALED AND DATED 5 / 1 / 2012

NATIONWIDE MUTUAL INSURANCE COMPANY

By: 



Stephen S. Rasmussen, President



Pawnbroker's License Application

Business Owner Name: Wyoming Financial Lenders, Inc. dba Express Pawn

Business Owner Address: 11550 I Street, Suite 150 Omaha, NE 68137

Business Manager Name: Brian Chaney

Business Manager Address: 19505 Poppleton Cir Omaha, NE 68130

Business Street Address: 645 S. Locust Grand Island NE 68801

Telephone: (308) 381-0455

Location of storage of goods if kept at location other than business location:

N/A

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date
<u>N/A</u>		

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of **\$100.00** when the license is issued **as well as** a license fee in the amount of **\$100.00** for a total of **\$200.00**.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.



SURETY RIDER

- ☒ OLD REPUBLIC SURETY COMPANY
☐ OLD REPUBLIC INSURANCE COMPANY
☐ BITUMINOUS CASUALTY
☐ OLD REPUBLIC GENERAL INSURANCE CORPORATION

TO BE ATTACHED TO AND FORM PART OF

Pawnbroker's License

(Type of bond)

Bond Number W150105461

IN FAVOR OF City of Grand Island; 100 East 1st Street; Grand Island, NE 68801
(Obligees)

ON BEHALF OF Wyoming Financial Lenders, Inc. D/B/A Payday Express
(Principal)

EFFECTIVE 09/20/11
(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to:

- | | |
|--|--|
| <input type="checkbox"/> INCREASE | <input checked="" type="checkbox"/> CHANGE THE NAME OF THE PRINCIPAL |
| <input type="checkbox"/> DECREASE | <input type="checkbox"/> CHANGE THE ADDRESS OF THE PRINCIPAL |
| <input type="checkbox"/> CHANGE THE EFFECTIVE DATE | <input type="checkbox"/> CHANGE THE EXPIRATION DATE |
| <input type="checkbox"/> OTHER _____ | |

(of) the attached bond

FROM: Wyoming Financial Lenders, Inc. D/B/A Payday Express

TO: Wyoming Financial Lenders, Inc. D/B/A Express Pawn

EFFECTIVE: 04/06/12

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 6th day of April, 2012.

ACCEPTED BY:

Old Republic Surety Company

SURETY

By:

Mary L. Hansen
Mary L. Hansen

(TITLE)

ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRIAN K. BASSETT, MARY L. HANSEN, ANDY BASSETT, BENJAMIN J. KOHLER, TRACY L. PRITCHARD, GARY M. JANISCH, JON C. JACKSON, RONNETT M. KITTEN, CHAD M. BEEZLEY OF HASTINGS, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

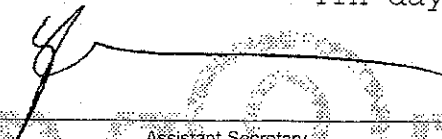
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4TH day of OCTOBER, 2011.


 Assistant Secretary



OLD REPUBLIC SURETY COMPANY


 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4TH day of OCTOBER, 2011, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




 Notary Public

My commission expires: 12/02/2012


CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5437



Signed and sealed at the City of Brookfield, WI this 6th day of April, 2012





City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G3

**#2012-102 - Approving Contract to Reserve Firm Electric Service
from the Western Area Power Administration**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney/Purchasing

Meeting: April 24, 2012

Subject: WAPA Reserve Contract

Item #'s: G-3

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Utilities Department has been a customer of the Western Area Power Administration (WAPA) since 1970. WAPA is a Federal agency that manages the operation and administration of the various hydro power projects located along the Missouri river. As a customer, Grand Island receives a set amount of energy each month, known as a Contract Rate of Delivery (CROD), which contributes to slightly more than 4% of the Department's annual energy requirements. In November, 2011, WAPA issued its 2021 Power Marketing Initiative (PMI) which supports extending the existing CROD with associated energy to existing long-term firm power customers such as Grand Island.

Discussion

The purpose of the proposed Reserve Contract is to affirm the commitment WAPA made through the 2021 PMI. By approving the Reserve Contract, Grand Island's existing CROD is reserved through December 31, 2020, pursuant to negotiations of an agreement for a thirty year renewal of the Firm Electric Service Contract beginning in 2021 and ending in 2050. If Grand Island chooses not to pursue a new Firm Electric Service Contract with WAPA beginning January 1, 2021, this Reserve Contract will automatically be terminated. Planning for electric supplies is typically projected for 20 to 30 years due to the long-term facility and financing considerations and commitments that need to be made by various parties. The hydro energy received by Grand Island from WAPA has been, and continues to be, an economical power source, and contributes to a blend of energy supply for future operational options by the Utilities Department, and it is recommended that this Reserve Contract be executed.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Western Area Power Administration (WAPA) Reserve Contract.

Sample Motion

Move to approve the Western Area Power Administration (WAPA) Reserve Contract.

Contract No. 12-UGPR-622
City of Grand Island,
Nebraska

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO RESERVE FIRM ELECTRIC SERVICE
CONTRACT RATES OF DELIVERY WITH ASSOCIATED ENERGY
FOR THE CITY OF GRAND ISLAND, NEBRASKA

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO RESERVE FIRM ELECTRIC SERVICE
CONTRACT RATES OF DELIVERY WITH ASSOCIATED ENERGY
FOR THE CITY OF GRAND ISLAND, NEBRASKA

<u>Section</u>	<u>Title</u>	<u>Page</u>
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3.	Agreement	2
4.	Term and Termination of Contract	3
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Contract No. 12-UGPR-622
City of Grand Island,
Nebraska

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO RESERVE FIRM ELECTRIC SERVICE
CONTRACT RATES OF DELIVERY WITH ASSOCIATED ENERGY
FOR THE CITY OF GRAND ISLAND, NEBRASKA

1. PREAMBLE: This Contract is made this ____ day of _____, 20____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, duly organized under and by virtue of the laws of the State of Nebraska, hereinafter called Grand Island, its successors and assigns, each sometimes hereinafter individually called Party, and both sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 Western published the Pick-Sloan Missouri Basin Program--Eastern Division (P-SMBP--ED), 2021 Power Marketing Initiative (2021 PMI) in the Federal Register

(76 FR 71015) on November 16, 2011, to provide the basis for marketing the long-term firm hydroelectric resources of the P-SMBP--ED beyond December 31, 2020, when Western's existing Firm Electric Service contracts expire.

2.2 The 2021 PMI supports extending the existing Contract Rates of Delivery (CROD) with associated energy to existing long-term firm power customers reduced by up to 1 percent for each new resource pool in 2021, 2031, and 2041.

2.3 Grand Island is an existing firm power customer recognized under the 2021 PMI. As an existing firm power customer, Grand Island has certain resource planning responsibilities. Western supports those resource planning activities by reserving Grand Island's existing CROD under this Contract.

2.4 The purpose of this Contract is to affirm the commitment Western made through the 2021 PMI. Therefore, the Parties choose to enter into this Contract to reserve Grand Island's existing CROD, until the Parties enter into a new long-term Firm Electric Service Contract for a term of January 1, 2021, through December 31, 2050.

2.5 The Parties understand the CROD reserved in this Contract may be adjusted in accordance with Grand Island's existing Firm Electric Service Contract and the 2021 PMI.

2.6 The Parties recognize this Contract only reserves the CROD with associated energy and does not include terms and conditions for delivery. Those details will be included in the new Firm Electric Service Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM AND TERMINATION OF CONTRACT:

4.1 This Contract shall become effective on the date specified above, and shall remain in effect through midnight on December 31, 2050, subject to the provisions of Subsections 4.2 and 4.3 below;

4.2 This Contract shall automatically terminate if the Parties fail to enter into a new Firm Electric Service Contract before January 1, 2021, unless otherwise agreed to in writing by the Parties prior to January 1, 2021.

4.3 Provided further, this Contract shall automatically terminate upon the Parties entering into a new Firm Electric Service Contract before January 1, 2021, with a contract term of January 1, 2021, through December 31, 2050.

5. CONTRACT RATES OF DELIVERY TO BE RESERVED: In accordance with the 2021 PMI, Western reserves Grand Island's existing CROD with associated energy as identified in Grand Island's existing Firm Electric Service Contract. This existing CROD with associated energy is subject to reductions, withdrawals, restrictions, limits, penalties, termination, and any other applicable adjustments under Grand Island's existing Firm Electric Service Contract and the 2021 PMI, and subject to any approved assignments. Such CROD with associated energy will be set forth in a new Firm Electric Service Contract offered by Western, with a contract term of January 1, 2021, through December 31, 2050.

Contract No. 12-UGPR-622
City of Grand Island,
Nebraska

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day
and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____ Power Marketing Manager

Address _____ P.O. Box 35800

_____ Billings, MT 59107-5800

(SEAL)

CITY OF GRAND ISLAND, NEBRASKA

By _____

Title _____

Attest:

By _____

Address _____ P.O. Box 1968

Title _____

_____ Grand Island, NE 68802-1968

RESOLUTION 2012-102

WHEREAS, since 1970, the City of Grand Island has purchased firm power and associated energy from the Western Area Power Administration (WAPA), the federal bureau tasked with the operation and administration of the hydroelectric dams on the Missouri River, in accordance with WAPA Contract No. 14-06-600-15A; and

WHEREAS, on March 4, 1991, the original contract was replaced with Contract No. 90-BAO-413 which was amended in accordance with Resolution 98-307, to extend the expiration of such contract until December 31, 2020; and

WHEREAS, in November, 2011 WAPA issued its 2021 Power Marketing Initiative to support extending the existing Contract Rate of Delivery with associated energy to existing long-term firm power customers such as Grand Island, and

WHEREAS, by approving the Reserve Contract, Grand Island's existing Contract Rate of Delivery would be reserved through December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Reserve Contract with the Western Area Power Administration is hereby approved; and the Mayor is hereby authorized and directed to execute the Reserve Contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G4

#2012-103 - Approving Bid Award - Well Field Control System Upgrade

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney

Meeting Date: April 24, 2012

Subject: Well Field Control System Upgrade

Item #'s: G-4

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

Background

The City's municipal water system is supplied primarily from its Platte River Well Field. This well field is comprised of 21 wells and a pumping station. Testing for State regulatory requirements indicated composite uranium levels to be approaching the Maximum Containment Level (MCL) established by the EPA. Uranium is not an acute concern but rather is a chronic concern over a lifetime of exposure, and sampling and testing of the Grand Island water system thus far show full compliance with the EPA regulation. Testing of individual wells for uranium has indicated most wells exceed this MCL. To allow use of these wells during high water system demand periods, additional piping was installed in the past year for blending with lower uranium concentration wells.

Recent testing of uranium concentrations in the wells indicated a trend towards increasing levels, reducing the effectiveness of well blending to reduce overall levels, therefore, based on Department recommendations, the Utilities Department was authorized by Council on February 22, 2011, to proceed with the procurement and installation of the large-scale pilot uranium removal system. Based on the multiple phase structure of the uranium engineering services RFP, HDR, the City's consultant on this project, was requested to provide a proposal for preparing specifications to issue for bids for an adsorptive media pilot plant. On June 28, 2011, Council awarded the contract for the Uranium Removal System – Equipment Procurement to Water Remediation Technology.

On August 23, 2011, Council approved the proposal of HDR Engineering, Inc., of Lincoln, Nebraska, for Uranium Removal Water Plant – Task Order No. 2. This task order authorized the detailed engineering services which included preparation of specifications for bidding of a new building and foundations, underground piping, well modifications, and installation of the uranium removal equipment. As part of these

engineering services, HDR developed the specifications for the pump modifications of well field wells and installation of the uranium removal system equipment.

On February 14, 2012 City Council approved the contract for the Uranium Removal Water Treatment Plant – Equipment Installation and Pump Modifications to Judds Brothers Construction. The final phase of this project is integration of the Uranium Removal Water Treatment Plant into the SCADA system, which is the computer system which controls and monitors the wells, pumps, and reservoir levels.

Discussion

The specifications for the Well-Field Control System Upgrade were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on April 11, 2012. Specifications were sent to four potential bidders and responses were received as listed below. The engineer's estimate for this project was \$185,000.00.

Bidder	Bid Price
Huffman Engineering, Inc., Lincoln, NE	\$ 147,290.00

Using pricing included in the bid, the specified performance bond was added for \$3,145.00 and the requirement for drawing submittals was waived at a deduct of \$4,500.00, for an adjusted bid price of \$145,935.00. The bid was reviewed by plant engineering staff, and otherwise found compliant with the specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Well-Field Control System Upgrade to Huffman Engineering, Inc., of Lincoln, Nebraska, as the low responsive bidder, in the amount of \$145,935.00.

Sample Motion

Move to approve the bid from Huffman Engineering, Inc., for the Well-Field Control System Upgrade in the amount of \$145,935.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 11, 2012 at 2:00 p.m.
FOR: Well-Field Control System Upgrade
DEPARTMENT: Utilities
ESTIMATE: \$185,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: April 3, 2012
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Huffman Engineering, Inc.
Lincoln, NE
Bid Security: Developers Surety & Indemnity Co.
Exceptions: Noted

Bid Price:
Material: \$78,000.00
Labor: \$65,000.00
Sales Tax: \$ 4,290.00
Total Bid: \$147,290.00

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

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Lynn Mayhew, Assist. Utilities Director

P1552

CHECKLIST FOR BID SUBMISSION

FOR

WELL-FIELD CONTROL SYSTEM UPGRADE


Bids must be received by the City Clerk before 2:00 p.m. on Wednesday, April 11, 2012.

The following items must be completed for your bid to be considered.

- ☒ A signed original and three copies of the bidding documents.
- ☒ A reference list of at least three projects of similar scope and complexity.
- ☒ A summary of the experience of the service supervisor proposed for this project.
- ☒ Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☒ A proposed construction/test schedule.
- ☒ A description of the system proposed, including equipment, controls, alarms and operation.
- ☒ Selection of Nebraska Sales Tax Option.
- ☒ Acknowledgment of Addenda Number(s) 1.
- ☒ Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- ☒ A certified check, cashiers check or bid bond in a separate envelope attached to the **outside of the envelope containing the bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.

Please check off each item as completed.

Huffman Engineering Inc.
Company


Signature

Telephone No. 402-464-6823

Fax No. 402-464-6892

City of Grand Island
Utilities Department
Platte Generating Station
1035 West Wildwood Drive
Grand Island, NE

City of Grand Island Well-Field Control System Upgrade

Proposal Number WW073

April 11, 2012



5301 North 57th Street,
Lincoln, NE 68507
(402) 464-6823
Fax (402) 464-6892
info@huffmaneng.com

This document contains information proprietary to Huffman Engineering, Inc. This information shall not be disclosed to third parties or reproduced in whole or in part for any

REVISION HISTORY

Initial Issue: April 11, 2012

PROJECT INTRODUCTION

This **Firm Fixed Price** proposal outlines the services and equipment Huffman Engineering Inc. (HEI) will provide the City of Grand Island Utilities Department for integrating the Well-Field Control System Upgrade Project.

This proposal is based upon the following information. Any deviation from this information will be evaluated for impact to the project cost and schedule, and may consequently result in change orders.

Proposal Information / Documentation

- Specifications
 - CITY OF GRAND ISLAND – SPECIFICATION PACKAGE FOR WELL-FIELD CONTROL SYSTEM UPGRADE – March 30, 2012
- Customer Supplied Addendum (s)
 - ADDENDUM No. 1 - April 4, 2012

PROJECT QUALIFICATION

Huffman Engineering Inc. (HEI) meets the project qualification requirements listed in the specifications by having the following accreditations:

- HEI is an approved manufacturer of industrial control panels by the Underwriters Laboratories (UL).
- HEI is an approved 'Rockwell Automation Process Systems Integrator'.
- HEI is a certified member of the Control System Integrators Association (CSIA).

SPECIFICATION REFERENCE: "PART 1: SECTION 1.3.2 Vendor Requirements"

- "The Vendor shall be an approved manufacturer of UL listed industrial control panels, complying with UL 508A."
- "The vendor shall be accredited as a recognized 'Rockwell Automation Process System Integrator'."
- "The Vendor which implements the system shall be a certified member of the Control System Integrators Association (CSIA)."

PROJECT DESCRIPTION

Project Summary

The purpose of this project is to implement an upgraded control system using Allen-Bradley automation hardware and Rockwell Software to control the Platte River Well-Field system for the Grand Island Water Utility. The existing control system is outdated, and in some cases, the hardware and software may be obsolete. Therefore, this upgraded control system has been designed to provide reliable control, system information, enhanced capabilities, and a long service life.

Scope of Work

The scope of work to be performed by Huffman Engineering is based on information listed in the Specification, as indicated above in "Proposal Information / Documentation".

The following items are included in Huffman Engineering Inc. scope of work as detailed in the appropriate sections of this proposal.

- Engineering design necessary to complete the modifications to the Platte River Well-Field Control System as indicated herein.
- PAC configuration
- HMI screen development
- Control Panel Assembly
- System I/O checkout, operator training and startup as described
- Documentation as described herein

Any deviation from this information will be evaluated for impact to the project cost and schedule, and may consequently result in change orders.

Scope of Work Exclusions

The scope of the work to be performed by Huffman Engineering does not include the following:

- Uranium Removal Facility Integration (only an Ethernet communication interface is provided)
- Well House mechanical changes or VFD installation (only VFD configuration is provided).
- Any instrumentation
- Reporting or reporting configurations (reporting will be performed in the main facility by the Owner)

Change Orders

Any deviation from this proposal including additional materials and services will be evaluated for impact to the project cost and schedule, and may consequently result in change orders. Change orders require customer approval before implementation and will

be billed fully (100%) on receipt of the change order. Change orders will include but are not limited to:

- Functional changes
- Equipment changes
- Schedule changes

Change orders will be invoiced based on the rates listed under the Pricing section of this proposal.

Assumptions

This proposal is based upon the following assumptions:

- All existing instrumentation is in full and proper working order. HEI will not modify, calibrate, or be required to troubleshoot any instrumentation.
- All radio equipment is in full and proper working order. HEI will not be required to repair any radios.
- All existing Modicon equipment (PLC, I/O modules, communication modules, etc.) shall be removed and not re-used. HEI will take possession of all the existing Modicon equipment (in the Pump Station and each of Wells 6, 7, and 8) in order to turn the equipment in for rebates on the new Allen Bradley hardware. This proposal already includes pricing for this assumption. Therefore, if HEI is not allowed to take possession of the existing Modicon equipment and turn it in for a rebate, a change order will be required to make up the difference in pricing. HEI will retain the rebate funds since the price break has already been included in this proposal.
- No instrumentation is provided with this proposal.
- Labor and equipment not specifically described in this proposal are not included in the quoted price below.
- Reasonable Plant access will be granted to approved HEI personnel to allow for design, installation, and testing functions. HEI personnel will be allowed to work on-site on the system, during this project, at any hour of the day and any day of the week, at the discretion of HEI. HEI assumes there will be full access to the Well-Field area, without Owner direct supervision required. HEI assumes the Owner will give HEI a key to the main gate (at the road entrance) and also a key for the Pump Station and Well Houses so approved HEI personnel can have access as needed during the project.
- The Owner will schedule and provide safety training for HEI employees as necessary.
- No valves are included with this proposal.
- No HVAC components or HVAC controls are provided in this proposal
- No VFD's are included in this proposal
- No selector switches are provided
- No motor starters are included in this proposal
- No HMI reporting (or Historian) software is provided
- A desk and chair for the HMI terminal at the Pump Station shall be provided by Owner.

- No additional I/O points are assumed to be required, other than what is shown on the specification documents. Any additional I/O points may result in a change order.
- The Main PLC Control Panel enclosure in the Pump Station will not require any additional internal environmental conditioning inside the enclosure by HEI. It is assumed (and necessary) that the Owner install air conditioning in the control room where the panel will be located.
- Ethernet Cabling to VFD in each Well House is by others.
- No field wiring modification to Well Houses will be made.
- No antenna, cabling, or power supply for Ethernet radios will be provided for the Pump Station or any Well Houses.
- Power for the Ethernet radio in the WRT building is provided by others.
- The Ethernet radio in the WRT shall be mounted on the wall or in an existing enclosure. HEI shall not be required to provide an enclosure for any radios.
- No surge suppression is provided for I/O points. It is assumed that all I/O in the Pump Station is inside of the Pump Station Building envelope, and all Well House I/O is inside the Well House Building envelope.

System Architecture

The control system will consist of an Allen-Bradley ControlLogix PAC at the Pump Station, which will replace the existing Modicon controller, as well as a new Wonderware HMI terminal. Well Houses 6, 7, and 8 will have new CompactLogix PAC's which will replace the existing Modicon Momentum controllers. The CompactLogix PAC's will interface with the new VFD's (by others) at each of Wells 6, 7, and 8.

- The Programmable Automation Controller in the Pump Station will be an Allen-Bradley ControlLogix based system housed in a NEMA type 12 enclosure.
- The HMI at the Pump Station will be a Dell desktop computer operating a Wonderware HMI application with Ethernet communication.
- The communication hardware will consist of:
 - Ethernet radios in the Pump Station, Well Houses, and Uranium Facility.
 - One 5-port Rockwell Stratix 2000 switch and one 8-port 6000 switch with IGMP snooping, at the Pump Station. This switch will be mounted in the main control cabinet. Note: This switch is required to provide communication from the PLC to the computer, and the plant computers. IGMP snooping is required to prevent multicast traffic from getting back to the plant network.
 - One 5-port Rockwell Stratix 2000 switch at each of Well Houses 6, 7, and 8 to interface with the PAC, VFD (by others), and Ethernet radio.

HEI Supplied Labor

- Engineering time for design and project management
- Engineering time for PAC configuration
- Engineering time for HMI configuration
- On-Site technician time for panel installation and wiring of new control panel in Pump Station

- On-Site technician time for PAC and Ethernet switch installation in each of Wells 6, 7, and 8
- On-Site engineering and technician time for I/O check out, startup, and debug
- On-Site engineering time for commissioning and testing
- Note: Combined startup labor is not to exceed 60 engineering hours and 60 technician hours. Maximum trips to on-site location for startup are not to exceed 10 trips. Any additional trips or hours of labor will be billed additionally as a change order.

HEI Supplied Equipment / Hardware

This proposal includes materials, hardware and labor to fabricate one new control panel at the Pump Station, 3 new PAC's (one at each of Well Houses 6, 7, and 8), one desktop HMI computer at the Pump Station, and one Ethernet radio.

A. Equipment for new Main PAC Control Panel at the Pump Station

This is an estimated BOM and may change based on an actual I/O count and final design.

- One (1) Hoffman, NEMA 4 (assembled to NEMA 12 standards), enclosure with back panel. The panel is to be located in the Pump Station control room, which is air conditioned by others.
- One (1) Allen-Bradley ControlLogix PAC processor (1756-L71)
- One (1) Allen-Bradley 17-Slot ControlLogix PAC chassis
- One (1) Allen-Bradley ControlLogix PAC power supply
- One (1) Allen-Bradley Ethernet I/P communications module (1756-EN2T)
- One (1) Allen-Bradley ControlLogix Input Module, 32-pt, OR One (1) 16-pt
- One (1) Allen-Bradley ControlLogix Output Module, 32-pt, OR One (1) 16-pt
- One (1) Allen-Bradley ControlLogix Analog Input Module, 16-pt
- One (1) Allen-Bradley ControlLogix Analog Output Module, 4-pt
- One (1) Allen-Bradley Stratix 6000 Ethernet switch (1783-EMS08T)
- One (1) Allen-Bradley Stratix 2000 Ethernet switch (1783-US05T)
- One (1) 15-amp circuit breaker
- One (1) Control power surge suppressor
- One (1) 24VDC power supply
- One (1) Pushbutton (black) for 'Silence Alarm' function
- One (1) Alarm horn, to be mounted in main room of Pump Station
- One (1) Alarm light (yellow), to be mounted in main room of Pump Station
- Lot – relays, terminal blocks, fused terminal blocks, fuses, ground bar, wire and wire labels etc.

B. Pump Station Computer and Operator Interface (HMI)

- One (1) Dell desktop computer per Specification

C. Additional Pump Station Equipment

- One (1) Allen-Bradley Point I/O Ethernet Interface Module
- Seven (7) Allen-Bradley Point I/O Thermocouple Input Modules, 7pt
- Seven (7) Allen-Bradley Point I/O Terminal Bases
 - NOTE: HEI RESERVES THE RIGHT TO USE POINT I/O MODULES TO INTERFACE WITH THE EXISTING THERMOCOUPLE WIRING THAT IS CURRENTLY TERMINATED IN THE OLD MODICON ENCLOSURE, AT HEI'S DISCRETION. HEI PROPOSES THAT THIS EXISTING ENCLOSURE REMAINS, AND THAT ALLEN BRADLEY POINT I/O BE MOUNTED IN THIS ENCLOSURE TO REDUCE LABOR AND HARDWARE. THIS PROPOSAL ASSUMES THAT HEI HAS THE OPTION TO PROVIDE EITHER POINT I/O MODULES IN THE EXISTING ENCLOSURE OR CONTROLLOGIX MODULES IN THE NEW PANEL. THIS DECISION WILL BE EVALUATED BASED ON COST, INSTALLATION AND EASE OF USE FOR THE OWNER.

D. Equipment for Well Houses (quantities are typical of 3 Wells – 6, 7, and 8)

- One (1) Allen-Bradley CompactLogix PAC processor (1769-L16ER-BB1B)
- One (1) Allen-Bradley Point I/O 2-channel Analog Input Module
- One (1) Allen-Bradley Point I/O 2-point Discrete Input Module
- One (1) Allen-Bradley Ethernet switch (1783-US05T)
 - NOTE: THIS PROPOSAL DOES NOT INCLUDE ANY HIGH SPEED COUNTER MODULES.

E. Additional Equipment

- One (1) Data-Line Ethernet Radio (SRM-6220)

F. Spares

- One (1) Allen-Bradley ControlLogix PAC processor (1756-L71)
- One (1) Allen-Bradley ControlLogix Input Module, 32-pt, OR One (1) 16-pt
- One (1) Allen-Bradley ControlLogix Output Module, 32-pt, OR One (1) 16-pt
- One (1) Allen-Bradley ControlLogix Analog Input Module, 16-pt
- One (1) Allen-Bradley ControlLogix Analog Output Module, 4-pt
- Lot, spare fuses and terminal blocks

HEI Supplied Software

- One (1) Rockwell Logix 5000 development software, Full Edition, English (9324-RLD600ENE)
- One (1) Wonderware, InTouch 2012 Runtime license, 3000 tag, with I/O

HEI Supplied Travel

This proposal does include travel and expenses for HEI employees to and from the Grand Island facility in Grand Island, Nebraska.

HEI Supplied Documentation

- Hardware and software submittals
- O&M Manuals
- Drawings/schematics

Labor Supplied by Others

- VFD installation and wiring (including Ethernet cabling to PAC panel)
- Uranium Removal Facility Installation

SCHEDULE

Currently the estimated timetable for this project for substantial completion is June 30, 2012, based on purchase order date from the Owner on or before April 12, 2012. The proposed schedule is based on the 'Sequence of Work' section of the Control System Vendor Specification document. It is estimated that installation will begin in early June to complete the specified timeline.

Construction Schedule – April 12, 2012 through June 22, 2012.

Testing Schedule – June 22, 2012 through June 30, 2012.

PRICING INFORMATION**Base Project Price**

Description	Price	Sales Tax (5.5%)	Total
Base Price - Materials	\$78,000.00	\$4,290.00	\$82,290.00
Base Price - Labor	\$65,000.00	\$0.00	\$65,000.00
Base Totals	\$143,000.00	\$4,290.00	\$147,290.00

Optional ADDITIONS

The following table lists some optional additions, which can be exercised/added at the discretion of the Owner.

Description	Price
Performance Bond	\$3,145.00
Total Optional ADDITIONS	\$3,145.00

Optional DEDUCTIONS

The following table lists some optional deductions, which can be exercised/deducted at the discretion of the Owner. If the Owner exercises any of these options then the hardware and/or labor will not be provided for that specific option, and the price will be reduced accordingly.

Description	Price	Sales Tax (5.5%)	Total
DEDUCTION Option 1 – Spare Parts	\$8,000.00	\$ 440.00	\$8,440.00
DEDUCTION Option 2 – Submittals	\$4,500.00	\$ 0.00	\$4,500.00
Total Optional DEDUCTIONS	\$12,500.00	\$ 440.00	\$12,940.00

- The amounts specified include sales tax. As the Specification indicates, the work is to be completed outside of the city limits.
- This price is valid for 60 days. Past due accounts are subject to a service charge of 1.5% per month or the maximum permitted by law.
- The above price is FOB Huffman Engineering, Inc. Lincoln, Nebraska, prepaid and billed.
- All change requests after the acceptance of this proposal will be evaluated for impact to project cost and schedule, and may consequently result in change orders.

- Time spent on-site due to equipment not ready, errors in fabrication, field wiring, or any other circumstance beyond our control will be invoiced at the appropriate rate plus expenses.
- In the event an order is cancelled, the Owner acknowledges that HEI will immediately cease all work on the project and prepare final project costs based upon material costs and person-hours expended from the commencement of the project until the date of cancellation.
- In no case will work on this project extend beyond 1 year from date of purchase order. Work beyond the cutoff date will require evaluation for possible change order for additional costs.

Rates

- Billing for services rendered for Time and Material projects or change orders will be based on the actual hours worked or agreed payment schedule and includes:
 - All time spent at Huffman Engineering, Inc., offices working directly on the client's project.
 - All time spent at the client's site(s).
 - Travel time incurred during the normal workday (up to 8 hours per day).
 - Travel time required on Saturdays, Sundays, and/or Huffman Engineering holidays to meet the client's requested schedule (up to 8 hours per day) will be billed at overtime rates.
 - Overtime rates are:
 - Hourly base rate x 1.5 for requested and approved overtime work beyond 8 hours per day, work starting before 7:00 A.M. local time or after 5:00 P.M. local time, and work required on Saturdays.
 - Hourly base rate x 2.0 for requested and approved overtime work beyond 12 hours per day or work on Sundays or Huffman Engineering holidays.
 - Travel costs (coach class, if available), \$34 daily expense allowance, and other (IRS allowed) living expenses will be billed as incurred and/or as soon as Huffman Engineering is billed for them. Rental equipment or other costs will be billed at cost plus a 7.5% handling charge. Automobile mileage will be charged at \$0.50 (50¢) per mile.
- Rates for services provided by Huffman Engineering, Inc., are:
 - Engineer \$135/hour
 - Programmer \$135/hour
 - Technician \$85/hour
 - CAD Technician \$55/hour
 - Clerical \$45/hour
- Rates for services provided by Huffman Engineering, Inc., are:

- Materials Received Cost + 15%
- Freight Cost + 15%
- These rates will be increased by 25% for projects requiring startup on short notice, rescheduling of existing commitments, assignments that are characterized by a series of short, intermittent, or unscheduled consultations or other unusual mobilization efforts.
- The following records will be made available for client audits:
 - Specific cost details of all charges other than direct labor and equipment costs (vendor invoices, travel and living vouchers, etc).
 - Actual time sheets and/or labor distribution records of Huffman Engineering staff billed to the client. This will allow an audit and verification of the actual hours worked by each individual in each classification for the services rendered. The billing rates are determined at the beginning of the contract and are not negotiable or subject to audit.
- Projects taken on a time and materials basis with a fixed ceiling will be done on a best effort basis. Huffman Engineering will make its best effort to complete the work within the ceiling but will not be obligated to expend a greater level of effort than can be covered by committed funds at the specified rates. Changes to the original scope of work will be billed under a separate Huffman Engineering job number and will be added to the original cost.
- Invoices will be rendered bi-weekly and at the end of the project, and shall be payable within 15 calendar days of the billing date.
- Realizing that the value of the product(s) produced by any proposed system will far exceed the cost of the material and labor, Huffman Engineering, Inc., does not expect any compensation nor assume any liability beyond the labor and materials provided by Huffman Engineering, Inc. Huffman Engineering, Inc. will not be held liable for any consequential damages.

Payment Terms

20%	Mobilization
70%	Billed monthly based on percent of completion
10%	Upon final completion

PROPOSAL ACCEPTANCE

To accept this proposal, please return a written contract, written purchase order, written notice to proceed or fill in the purchase order number, initial next to the base proposal and all options to purchase, then sign and return it to HEI.

Purchase order number: _____

BASE PROJECT PRICE

Description	Price	Sales Tax (5.5%)	Total
Base Price - Materials	\$78,000.00	\$4,290.00	\$82,290.00
Base Price - Labor	\$65,000.00	\$0.00	\$65,000.00
Base Totals	\$143,000.00	\$4,290.00	\$147,290.00

OPTIONAL ADDITIONS

The following table lists some optional additions, which can be exercised/added at the discretion of the Owner.

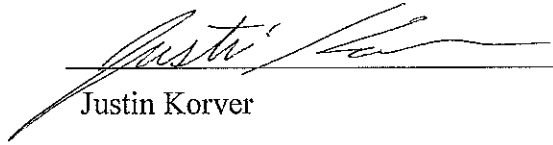
Description	Price
Performance Bond	\$3,145.00
Total Optional ADDITIONS	\$3,145.00

OPTIONAL DEDUCTIONS

The following table lists some optional deductions, which can be exercised/deducted at the discretion of the Owner. If the Owner exercises any of these options then the hardware and/or labor will not be provided for that specific option, and the price will be reduced accordingly.

Description	Price	Sales Tax (5.5%)	Total
DEDUCTION Option 1 – Spare Parts	\$8,000.00	\$ 440.00	\$8,440.00
DEDUCTION Option 2 – Submittals	\$4,500.00	\$ 0.00	\$4,500.00
Total Optional DEDUCTIONS	\$12,500.00	\$ 440.00	\$12,940.00

Prepared By: Huffman Engineering Inc.


Justin Korver

Project Manager

April 11, 2012

Date

Accepted by:

Date

PROJECT REFERENCE LIST

Huffman Engineering, Inc.
5301 N 57th Street
Lincoln, NE 68507
Phone: (402) 464-6823
Fax: (402) 464-6892

Below is a summary of projects of similar scope and complexity.

PROJECT: Upgrade SCADA System

END CUSTOMER: City of Grand Island Nebraska
LOCATION: Grand Island, NE
VALUE: \$287,500
YEAR COMPLETE: 2010

DESCRIPTION: The City of Grand Island needed to replace an existing obsolete TI/Siemens 505 base SCADA system with a new PLC based system with minimal downtime, local support and at a reasonable cost. The system was designed for future expansion including the Aerated Static Pile Composting Complex, the Anaerobic Digestion Complex, and other projects. Huffman Engineering provided the following services: Engineering evaluation and recommendation; Design of the control system (including drawings and bid documentation); Installation oversight and integration services; training. The design standardized on I/O cards and isolation relays where AC outputs were used. The system is operational at this time.

PROJECT: Papillion Creek WWTP – Digester System Modifications

END CUSTOMER: City of Omaha
LOCATION: Omaha, NE
VALUE: \$211,000
YEAR COMPLETE: 2012

DESCRIPTION: The City of Omaha required modifications to the digester complexes at their Papillion Creek Wastewater Treatment Plant. Huffman Engineering, Inc. provided engineering controls design and implementation for adding a new ControlLogix control panel to replace an older PLC5 control panel. The project included design, instrumentation, panels, installation, HMI and PLC configuration, and project management.

PROJECT: BD-Broken Bow- Cup Bagger Line

END CUSTOMER: Becton Dickinson
LOCATION: Broken Bow, Nebraska
VALUE: \$631,000
YEAR COMPLETE: 2009

DESCRIPTION: Becton Dickinson in Broken Bow, Nebraska manufactures fluid sampling kits for the pharmaceutical industry. Two existing packaging lines that bag and box kits used for collecting and analyzing samples were required to be updated to increase efficiency and output. Huffman

lines receive individual items, place them into a bag and seal them, and then place the sealed bags into boxes to be shipped. The new systems used Allen Bradley ControlLogix PAC's for control and RSView ME stations for operator interfaces. The new lines doubled the output and efficiency of the existing lines.

PROJECT: BMS Film Coater Controls for 7 Machines

END CUSTOMER: Novartis Consumer Health

LOCATION: Lincoln, NE

VALUE: \$1.5M

YEAR COMPLETE: 2008

DESCRIPTION: Novartis Consumer Health is a pharmaceutical manufacturer with a facility located in Lincoln, Nebraska. A new Accela-Cota Model 60 film coater at this facility closely matches the functionality of 6 existing BMS film coaters that were relocated to the Lincoln plant, making a total of 7 film coating systems. Seven new air handlers and exhaust fans provide process air to each film coater. Huffman Engineering, Inc. provided controls using the existing RSBizware Batch/RSBizware Batch Historian system at the facility.

PROJECT: Upgrade Propane Air Plant

END CUSTOMER: Metropolitan Utilities District

LOCATION: Omaha, Nebraska

VALUE: \$471,000

YEAR COMPLETE: 2008

DESCRIPTION: This project followed Metropolitan Utilities District specifications for an upgrade to existing propane air plant controls which were significantly outdated. The project included submittals, engineering time, modifications to existing control panels, furnishing new PLC control panels, PLC configuration, Citect configuration, training and onsite startup. Huffman Engineering, Inc. furnished new venturi flow tubes, instrumentation and pushbutton stations. Full documentation was provided in the form of system architecture, panel layout, wiring, and schematic drawings.

PROJECT TEAM MEMBERS

Huffman Engineering, Inc.
5301 N 57th Street
Lincoln, NE 68507
Phone: (402) 464-6823

Howard H. Huffman, P.E. – President, Electrical Engineer

Howard is President of Huffman Engineering, Inc. and has been involved in engineering services for over 30 years. He has a Master of Science Degree in Electrical Engineering from Rose-Hulman Institute of Technology in Terre Haute, Indiana, granted in May 1994. He also has a Bachelor of Science Degree in Electrical Engineering from the University of Nebraska-Lincoln, granted in May 1978. Howard is a registered Professional Engineer in the states of Nebraska, Indiana and Wisconsin and will be serving as the Contract Administrator for the proposed project.

Justin Korver – Project Manager, Mechanical Engineer

Justin has over 5 years of experience in controls engineering. He received a Bachelor of Science Degree in Mechanical Engineering from the University of Nebraska-Lincoln in 2006. He has served as Project Manager, Designer, and Configurator on multiple projects for Huffman Engineering. Justin will serve as the Project Manager (Service Supervisor) for the proposed project.

Evan Kilgore – Electrical Engineer

Evan has been with Huffman Engineering, Inc. since 2010 and has served on multiple project teams as PAC Configurator, HMI Configurator and Designer. He received a Bachelor of Science Degree in Electrical Engineering from the University of Nebraska-Lincoln in 2010. He and will serve as the PAC configurator for the proposed project.

Jay Steinman – Mechanical Engineer

Jay has been with Huffman Engineering Inc. since August of 2011. He received a Bachelor of Science Degree in Mechanical Engineering from the University of Nebraska-Lincoln in 2011. Jay will serve as the HMI configurator for the proposed project.

Amy Obst – CAD Operator

Amy has over 20 years of experience with AutoCAD, 14 of those years with Huffman Engineering, Inc. She joined Huffman Engineering in 1998 as the primary CAD Operator. Amy graduated from Southeast Community College in Milford, Nebraska with an Associate of Applied Science Degree in Architectural Technology in 1992. She will be doing the drafting for the proposed project.

Bernie Lyons – Shop Manager

Bernie joined Huffman Engineering as Shop Manager in 1996. He had previously worked for Lenco PMC in Waverly, NE for 18 years as an electrical technician, machinist and Production Superintendent. He has an Associates of Applied Science Degree in Machine Tool (mold-making option) from Southeast Community College in Milford, NE and an Associates of Applied Science Degree in Electronics Technology from Southeast Community College in Lincoln, NE. Bernie will be doing the panel fabrication for the proposed project.

Don Baack – Electrical Technician

Don joined Huffman Engineering in 2006. He had previously worked as an independent contractor for Baack Electric Inc. for 10 years as Master Electrician. He has an Associates of Applied Science Degree in Electrical Technology from Southeast Community College in Milford, NE. Don will be doing the on-site installation for the proposed project.

WELL-FIELD CONTROL SYSTEM UPGRADE
BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide such equipment FOB the City of Grand Island, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
Base Bid:	
Material	\$ <u>78,000.00</u>
Labor	\$ <u>65,000.00</u>
Applicable Sales tax*	\$ <u>4,290.00</u>
Total Base Bid	\$ <u>147,290.00</u>

* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.0% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

- ☒ By checking this box, Bidder acknowledges that Addenda Number(s) 1 were received and considered in Bid preparation.
- ☒ By checking this box, Bidder acknowledges the specified completion date of the project is **June 30, 2012**.

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:


Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.

Option 1 (Section 1-017.05) ☒ Option 2 (Section 1-017.06) _____ Option 3 (Section 1-017.07) _____

If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

Huffman Engineering, Inc. 4/11/12
Bidder Company Name Date

5301 N. 57th St. Lincoln NE 68507
Company Address City State Zip

Justin Korver 
Print Name of Person Completing Bid Signature

Telephone No. 402-464-6823 Fax No. 402-464-6892

☒ By checking this box, Bidder acknowledges there are Exceptions noted to the bid.
NOTE: Any exceptions to specifications must be fully explained on a separate sheet attached to bid.

EXCEPTIONS TO SPECIFICATION – WW073

Huffman Engineering, Inc.
5301 N 57th Street
Lincoln, NE 68507
Phone: (402) 464-6823
Fax: (402) 464-6892

HEI takes the following exceptions to the Specification:

- 1) If the Owner so chooses, the Performance Bond shall be added to the Base Price. If this option is not chosen, then a Performance Bond will not be supplied.
- 2) If the Owner so chooses, the Spare Parts and/or the Submittals may be deducted from the Base Price. If one or both of these options is chosen then the deliverables will be adjusted accordingly.
- 3) Huffman Engineering plans to use the existing control enclosure (which currently houses the Modicon controller, after it is removed) to implement an Allen Bradley Flex I/O system for monitoring the thermocouple inputs that are in the Pump Station. This is not a deviation from the Specification, but should be noted. This is intended to reduce the hardware and labor rates for the project. This is part of the Base Proposal price. HEI assumes the existing enclosure will remain in place and can be used for this function.

RESOLUTION 2012-103

WHEREAS, the City of Grand Island invited sealed bids for Well Field Control System Upgrade according to plans and specifications on file with the Utilities Department; and

WHEREAS, on April 11, 2012, bids were received, opened and reviewed; and

WHEREAS, Huffman Engineering, Inc., of Lincoln, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$145,935.00; and

WHEREAS, the bid of Huffman Engineering, Inc., is less than the estimate for the Well Field Control System Upgrade.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Huffman Engineering, Inc., in the amount of \$145,935.00 for Well Field Control System Upgrade is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G5

**#2012-104 - Approving Engineers Certificate of Final Completion
for Building Concrete for Sludge Storage Building, Project No.
2011-WWTP-4**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: April 24, 2012

Subject: Approving Engineers Certificate of Final Completion for Building Concrete for Sludge Storage Building, Project No. 2011-WWTP-4

Item #'s: G-5

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

Background

The project Concrete for Sludge Storage Building, Project No. 2011-WWTP-4 was awarded to L & L Concrete & Construction, Inc. of Grand Island, Nebraska under contract dated October 7, 2011. Work commenced thru November, 2011 with the removal and replacement of concrete surfaces. The contractor was unable to complete any work during the winter months. With the high monthly temperatures of March, 2012 this provided the opportunity for completion in concrete expansion sealants.

Discussion

The City Engineer in accordance with the terms, conditions, and stipulations of the contract, plans, and specifications for the project has reviewed the completed work. The contractor, L & L Concrete & Construction, Inc. has issued a certificate for final payment.

With approval of the Engineers Certificate of Final Completion the City will release final payment in the amount of \$ 8,042.20.

The construction contract was completed at a total cost of \$162,621.29.

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 Engineers Certificate of Final Completion for the Project; Concrete for Sludge Storage Building, Project No. 2011-WWTP-4.

Sample Motion

Move to approve the Engineers Certificate of Final Completion for the Project; Concrete for Sludge Storage Building, Project No. 2011-WWTP-4.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

CONCRETE FOR SLUDGE STORAGE BUILDING

PROJECT NO. 2011-WWTP-4

April 24, 2012

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

This is to certify that the Concrete for Sludge Storage Building, Project No. 2011-WWTP-4 has been completed by L & L Concrete & Construction, Inc. of Grand Island, Nebraska under contract dated October 7, 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.

CONCRETE FOR SLUDGE STORAGE BUILDING, PROJECT 2011-WWTP-4

Concrete for Sludge Storage Building:	\$ 160,843.99
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TOTAL PROJECT COST	\$ 160,843.99
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SUMMARY OF OTHER COST

Advertisement in GI Daily Independent	\$ 77.30
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Geotechnical Services	\$ 1,700.00
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TOTAL OTHER COST	\$ 1,777.30
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TOTAL COST OF: CONCRETE FOR SLUDGE STORAGE BUILDING PROJECT 2011-WWTP-4	\$ 162,621.29
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Respectfully submitted,

John Collins
Director of Public Works

April 24, 2012

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

I hereby recommend that the Engineer's Certificate of Final Completion for Concrete for Sludge Storage Building, Project No. 2011-WWTP-4 be approved.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2012-104

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued an Engineers Certificate of Final Completion for the Concrete for Sludge Storage Building, Project No. 2011-WWTP-4, certifying that L & L Concrete & Construction, Inc. 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 Engineers Certificate of Final Completion for the Concrete for Sludge Storage Building, Project No. 2011-WWTP-4, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G6

**#2012-105 - Approving Award of Proposal for Consulting Services
for Geospatial Data Collection of Grand Island's Public
Stormwater Conveyance System**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Sekutera, Storm Water Technician

Meeting: April 24, 2012

Subject: Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System

Item #'s: G-6

Presenter(s): John Collins, Public Works Director

Background

A Request for Proposals (RFP) for consulting services for Geospatial Data Collection of Grand Island's Stormwater System was advertised in the Grand Island Independent on March 6, 2012. The RFP was also sent to six (6) potential proposers by the Engineering Division of the Public Works Department.

The collection of this geospatial data for the City's stormwater system will assist with mapping the stormwater as required by the National Pollution Discharge Elimination System (NPDES) stormwater permit. The mapping will also give the City information on locations and elevations of all stormwater structures. This information will be utilized for stormwater hydraulic modeling, comprehensive drainage planning, required mapping for compliance with permit to identify Illicit Detection Discharge Elimination (IDDE) and stormwater capital improvement planning. This survey will provide an accurate, electronic, easily-accessible storm sewer map and database from which the staff can quickly access valuable physical and historical information regarding the storm sewer system.

Discussion

Five (5) proposals were opened on March 27, 2012 and reviewed and scored by Scott Sekutera, Storm Water Technician; Milton Loeb, Engineering Technician; and Pat Larson, GIS Specialist.

The estimate for this work was \$44,400.00. Funds for the consulting services are in the approved 2011/2012 budget and paid for using the LB 1226 Stormwater Grant fund

through the Nebraska Department of Environmental Quality (NDEQ). This work supports the City of Grand Island's Stormwater Management Plan.

The proposal submitted by JEO Consulting Group, Inc of Grand Island, NE was scored as the best firm to complete the required work. The agreement will be for surveying 886 stormwater structures at \$50.00 each for a grand total of \$44,329. Previous surveys have completed 1,669 stormwater structures, which equates to approximately 70% of the City's overall structures.

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 award of the proposal to JEO Consulting Group, Inc of Grand Island, Nebraska.

Sample Motion

Move to approve the award of the proposal.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES FOR GEOSPATIAL DATA COLLECTION
STORM WATER CONVEYANCE SYSTEM**

RFP DUE DATE: March 27, 2012 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: March 6, 2012

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

JEO Consulting Group, Inc.
Lincoln, NE

Miller & Associates
Kearney, NE

Olsson Associates
Grand Island, NE

GBA Architects
Lenexa, KS

EA Engineering, Science, and Technology, Inc.
Lincoln, NE

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

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Interim Finance Director
Scott Sekutera, Stormwater Technician

P1543

AGREEMENT

THIS AGREEMENT made and entered into this 24th day of **April, 2012**, by and between **JEO CONSULTING GROUP, INC.** hereinafter called the Consultant, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of a **Request for Proposals for Professional Engineering Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System for the City of Grand Island**, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Consultant submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the **Geospatial Data Collection Proposal Form** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached **Request for Proposals for Professional Engineering Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System for the City of Grand Island** and in the attached **Geospatial Data Collection Proposal Form** as Submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's proposal;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of **FORTY FOUR THOUSAND THREE HUNDRED TWENTY NINE 00/100 Dollars (\$44,329.00)** for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant 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 Consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the

finished product of attached **Request for Proposals for Professional Engineering Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System for the City of Grand Island.**

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees 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 agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. 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 an agreement or sub agreement, 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 Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

JEO CONSULTING GROUP, INC.

By _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

Jason Eley, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2012-105

WHEREAS, the City Of Grand Island invited proposals for consulting services for Geospatial Data Collection of Grand Island's Storm Water System, according to the Request For Proposals (RFP) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on March 27, 2012 proposals were received, reviewed, and evaluated in accordance with established criteria in the RFP; and

WHEREAS, JEO Consulting Services, Inc of Grand Island, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at \$50.00 each for 886 units for a total of \$44,329.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of JEO Consulting Services, Inc of Grand Island, Nebraska for consulting services for Geospatial Data Collection of Grand Island's Stormwater System is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G7

#2012-106 - Approving Supplemental Agreement No. 1 with NDOR and Olsson Associates for Engineering Consulting Services Related to 3rd Street & Wheeler Avenue Historical Lighting Improvements

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: April 24, 2012

Subject: Approving Supplemental Agreement No. 1 with NDOR and Olsson Associates for Engineering Consulting Services Related to 3rd Street & Wheeler Avenue Historical Lighting Improvements

Item #'s: G-7

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

City Council approved an agreement between the City and the Nebraska Department of Roads (NDOR) on May 24, 2011 for this project. The Project Program Agreement between the City Of Grand Island and NDOR specifies the various duties and funding responsibilities of this Federal-aid project. The Downtown Business Improvement District will provide local matching funds (20%) through funding awarded by the Community Redevelopment Authority in March 2011, with no City funds allocated to this project.

On September 27, 2011, by Resolution No. 2011-279 the City entered into an agreement with Olsson Associates for engineering consulting services for the Grand Island 3rd Street & Wheeler Avenue Historical Lighting project. The work was to be performed at actual costs with a maximum amount of \$43,372.55, plus a fixed-fee-for-profit amount of \$5,703.65, for a total agreement amount of \$49,076.20. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Discussion

The original agreement with Olsson Associates and the City is now being supplemented to allow for the following additional services.

- Replace the deteriorated brick paver strip with old street pavers to upgrade walkway conditions and embellish historical appearance;

- Replace additional sidewalk areas that are deteriorated and were not contemplated in the Original Agreement

The original agreement is amended and the fixed-fee-for-profit is increased from \$5,703.65 to \$6,047.54, an increase of \$343.89. Actual costs are increased from \$43,372.55 to \$45,919.92, an increase of \$2,547.37. The total agreement amount is increased from \$49,076.20 to \$51,967.46, an increase of \$2,891.26 which the Consultant must not exceed without the prior written approval of the LPA.

The Downtown Business Improvement District will provide local matching funds (20%) through funding awarded by the Community Redevelopment Authority in March 2011. The local estimated share will increase from \$9,815.24 to \$10,393.50, an increase of \$578.26.

Olsson Associates is currently seeking environmental clearance and developing plans and specifications. Construction is scheduled to start in the fall of 2012 or spring of 2013.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the Supplemental Agreement No. 1.

Sample Motion

Move to approve the resolution.

SUPPLEMENTAL AGREEMENT #1
PRELIMINARY ENGINEERING SERVICES

CITY OF GRAND ISLAND
OLSSON ASSOCIATES, INC.
PROJECT NO. ENH-40(60)
CONTROL NO. 42651
GRAND ISLAND 3RD & WHEELER
HISTORICAL LIGHTING IMPROVEMENTS

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 Olsson Associates, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BK1190 executed by the Consultant on September 19, 2011 and executed by the LPA on September 27, 2011, hereinafter referred to as the "Original Agreement", providing for preliminary engineering services for Project No. ENH-40(60), and

WHEREAS, it is necessary that the decision to replace all the pavers with old street pavers and replace additional sidewalk areas, 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. ENH-40(60), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2012, 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. The LPA will issue the Consultant a written Notice-to-Proceed upon full execution of this agreement. 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 the consultant's justification letter, 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 \$5,703.65 to \$6,047.54, an increase of \$343.89. Actual costs are increased from \$43,372.55 to \$45,919.92, an increase of \$2,547.37. The total agreement amount is increased from \$49,076.20 to \$51,967.46, an increase of \$2,891.26 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 BK1190 on Project No. ENH-40(60), executed by the Consultant on September 19, 2011 and executed by the LPA on September 27, 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 _____, 2012.

OLSSON ASSOCIATES, INC.
Randall J. Kaster, P.E.

Principal

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2012.

Notary Public

EXECUTED by the LPA this _____ day of _____, 2012.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2012.

Clerk

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

Date

NEPA Categorical Exclusion and Preliminary Engineering
Supplemental 1

Project Name: Grand Island Third and Wheeler Historical Lighting Improvement
Project Number: ENH-40(60)
Control Number: 42651
Location (City, County): Grand Island, Hall County
Firm Name: Olsson Associates
Consultant Project Manager: Matt Rief
Phone/Email: 308-384-8750 / mrief@oaconsulting.com
LPA Responsible Charge: Scott Griepensstroh
Phone/Email: 308-385-5444 scottg@grand-island.com
NDOR Project Coordinator: Deana McKinstry
Phone/Email: 402-476-7331 DMcKinstry@Sinclair-Hille.com
Date: March 12, 2012

Direct Labor Costs:		Hours	Rate	Amount
Personnel Classification				
Principal			\$53.73	
Senior Environmental Scientist			\$51.60	
Environmental Scientist			\$41.10	
Senior Engineer	10		\$42.55	\$42
Engineer			\$34.17	
Assistant Engineer			\$22.78	
Designer/Technician	23		\$22.00	\$50
Administrative			\$18.50	
Registered Surveyor			\$31.45	
Surveyor Technician			\$20.86	
Surveyor Assistant Technician			\$16.69	
TOTALS	33			\$93

Direct Expenses:		Amount
Subconsultants		
Printing and Reproduction Costs		
Mileage/Travel		
Lodging/ Meals		
Other Miscellaneous Costs		
TOTALS		

Total Project Costs:		Amount
Direct Labor Costs		\$93
Overhead @ 173.47%		\$1,617
Total Labor Costs		\$2,554
Fixed Fee @ 13.50%		\$34
Direct Expenses		
PROJECT COST		\$2,89

NEPA Categorical Exclusion and Preliminary Engineering Supplemental 1

Project Name: Grand Island Third and Wheeler Historical Lighting Improvement

Project Number: ENH-40(60)

Control Number: 42651

Location (City, County): Grand Island, Hall County

Firm Name: Olsson Associates

Consultant Project Manager: Darin Gourka

Phone/Email: 402-474-6311 dgourka@oaconsulting.com

LPA Responsible Charge: Scott Gripenstroh

Phone/Email: 308-385-5444 scottg@grand-island.com

NDOR Project Coordinator: Deana McKinstry

Phone/Email: 402-476-7331 DMcKinstry@Sinclair-Hille.com

Date: September 7, 2011

LPA:

Grand Island

TASKS	PERSONNEL CLASSIFICATIONS											
	PR	SENV	ENV	SENG	ENG	AEENG	DES	ADM	SRVY	ST	SAT	
For Engineering Services:												
1 Categorical Exclusion Document and Resource Reviews												
1.1 Resource Review												
1.2 SHPO Letter												
1.3 Section 4(f) / 6(f) Evaluation												
1.4 Air Quality Impact Analysis-Not required												
1.5 Noise Study-Not required												
1.6 Wetland Delineation												
1.6.1 Wetland Review Memo												
1.6.2 Agency Coordination												
1.7 Floodplains												
1.8 Threatened and Endangered Species Review												
1.9 Environmental Justice-Not required												
1.10 Construction Impacts												
1.11 Aesthetics												
1.12 Hazardous Materials Review and Memo												
1.13 Documentation and Revisions												
1.14 Other												
2 Topographic Survey												
2.1 Survey Limits												
2.2 Base Map Preparation												
2.3 Horizontal and Vertical Control												
2.4 Section Corners and Property Pins												
2.5 Existing Utilities												
3 Preliminary Engineering												
3.1 Data Collection and Review												
3.2 Street Lighting Design												
3.2.1 Electrical Design												
3.2.2 Electrical Details												
3.2.3 Service Entrance Examination												
3.2.4 Calculations												
3.2.5 Alternative Option No. 1												
3.2.6 Alternative Option No. 2												
3.2.7 Paver Evaluation												
3.3 Construction and Removal												
3.4 Details												
3.5 Limits of Construction												
3.6 Utility Coordination/Verification												
3.7 Construction Phasing/Traffic Control												
3.8 Aerial Plan												
3.9 Quantities/Estimates												
3.10 Plan-In-Hand Meeting/Report												
3.11 Right-of-Way Design												
3.11.1 Existing Right-of-Way Base												
3.11.2 Proposed Right-of-Way												
3.12 Specifications & Special Provisions												
3.13 Plan Submittals												
3.14 NDOR PS&E Submittal												
4 Geotechnical Analysis-Not Required												
5 Public Involvement-Not Required												
6 Project Management and QC												
6.1 Project Management												
6.2 Quality Assurance/Quality Control												
6.3 Final Deliverables												
6.4 Bid Phase Services												
7 Progress Meetings												
7.1 Progress Meetings												
Total Hours				2				1				3
Total Days (8 hrs)				10				23				33
				13				29				4.1

CLASSIFICATIONS*

PR = Principal

SENV = Senior Environmental Scientist

ENV = Environmental Scientist

ADM = Administrative

SENG = Senior Engineer

ENG = Engineer

AEENG = Assistant Engineer

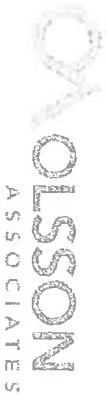
DES = Designer/Technician

SRVY = Registered Surveyor

ST = Surveyor Technician

SAT = Surveyor Assistant Technician

Consultant Independent Cost Estimate
Estimate of Hours



April 10, 2012

Michael Kleffner
Transportation Enhancement/SRTS Engineer
NDOR - Local Projects Division
PO Box 94759
1400 Hwy 2
Lincoln, NE 68509-4759

RE: Grand Island Downtown Historical Lighting
ENH-40(60) C.N. 42651
Justification for Additional Hours for Sidewalk Paver Replacement

Dear Mike.

There was a change in the scope in the project to replace all the pavers with old street pavers on this 2 1/2 block stretch where the new lights will be installed. During the plan-in-hand several sidewalk areas were also noted to be replaced. These changes will add additional time in completing the construction and removal sheets. The replacement pavers will be old brick pavers requiring a performance specification to be written. Also it is anticipated an additional meeting with the City and BID will be required.

The total fee for the anticipated additional hours is \$2,891.26 for this change in project scope. Attached is a project cost summary of the additional hours and fee.

Thank you for considering the additional time required for this change in project scope.

Sincerely


Matt Rief

Enc.

F:\projects\011-1732\Documents\let additional NDOR.docx

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072

TEL 308.384.8750
FAX 308.384.8752 www.oaeconsulting.com

Exhibit "B"

RESOLUTION 2012-106

WHEREAS, on May 24, 2011, by Resolution No. 2011-126 the Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Grand Island 3rd Street & Wheeler Avenue Historical Lighting Improvements project to specify the various duties and funding responsibilities of this Federal-Aid project.; and

WHEREAS, on September 27, 2011, by Resolution No. 2011-279 the Grand Island City Council approved entering into an agreement with Olsson Associates for engineering consulting services for such project; and

WHEREAS, the work was to be performed at actual costs with a maximum amount of \$43,372.55, plus a fixed-fee-for-profit amount of \$5,703.65, for a total agreement amount of \$49,076.20, and

WHEREAS, the original agreement is now being supplemented to allow for the replacement of all the pavers with old street pavers and to replace additional sidewalk areas, not contemplated in the Original Agreement; and

WHEREAS, the original agreement is amended and the fixed-fee-for-profit is increased from \$5,703.65 to \$6,047.54, an increase of \$343.89. Actual costs are increased from \$43,372.55 to \$45,919.92, an increase of \$2,547.37. The total agreement amount is increased from \$49,076.20 to \$51,967.46, an increase of \$2,891.26; and

WHEREAS, the Downtown Parking District's share for preliminary engineering, right-of-way, utilities and construction engineering costs for this project are estimated to be \$10,393.50; and

WHEREAS, Supplemental Agreement No. 1 to the original agreement with Olsson Associates is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 1 with Olsson Associates for engineering consulting services related to Grand Island 3rd Street & Wheeler Avenue Historical Lighting Improvements project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G8

#2012-107 - Approving Contract Amount Correction to Resolution 2011-245; Bid Award to Midlands Contracting, Inc. of Kearney, NE for 2011-MH Rehab-1 Sanitary Sewer Manhole Rehabilitation

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Fred Tustin, Wastewater Collections System Supervisor

Meeting: April 24, 2012

Subject: Approving Contract Amount Correction to Resolution 2011-245; Bid Award to Midlands Contracting, Inc. of Kearney, NE for 2011-MH Rehab-1 Sanitary Sewer Manhole Rehabilitation

Item #'s: G-8

Presenter(s): John Collins, Public Works Director

Background

On September 13, 2011 City Council approved, by Resolution 2011-245, the bid award to Midlands Contracting, Inc. of Kearney, Nebraska for the rehabilitation of sanitary sewer manholes; Project No. 2011-MH Rehab-1, in the amount of \$151,809.00.

Discussion

In calculating the bid submitted by Midlands Contracting, Inc. the actual total is higher than what was submitted. A math error was found in Bid Item #1 for a difference of \$1,460.00. With the correction to Midlands Contracting, Inc.'s bid they are still the lowest responsible bidder for Project No. 2011-MH Rehab-1, with a corrected bid amount of \$153,269.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the correct bid award of \$153,269.00 to Midlands Contracting, Inc. for Project No. 2011-MH Rehab-1.

Sample Motion

Move to approve correct bid award for Project No. 2011-MH Rehab-1.

RESOLUTION 2012-107

WHEREAS, on September 13, 2011, by Resolution 2011-245, the City Council of the City of Grand Island awarded the bid to Midlands Contracting, Inc. of Kearney, Nebraska for rehabilitation of sanitary sewer manholes; Project No. 2011-MH Rehab-1; and

WHEREAS, Resolution 2011-245 incorrectly stated the bid award to be \$151,809.00; and

WHEREAS, it is necessary to amend Resolution 2011-245 to award the bid in the correct amount of \$153,269.00 to Midlands Contracting, Inc. for rehabilitation of sanitary sewer manholes; Project No. 2011-MH Rehab-1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Resolution 2011-245 is hereby amended to correct the bid award amount to \$153,269.00 to Midlands Contracting, Inc. of Kearney, Nebraska for rehabilitation of sanitary sewer manholes; Project No. 2011-MH Rehab-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G9

#2012-108 - Approving Amending the CANDO Inter-local Agreement

Original document is being circulated for signatures and will be available at a later date for Mayor's signature.

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: April 24, 2012

Subject: Amending of the CANDO Inter-local Agreement

Item #'s: G-9

Presenter(s): Steven Lamken

Background

The Grand Island Police Department has been a member of the Compact for the Apprehension of Narcotic Dealers and Offenders, CANDO, since the 1980's. A change in staffing at the Phelps County Sheriff's Office requires that we amend the inter-local agreement to reflect the changes.

Discussion

CANDO is a regional compact that targets enforcement towards street and lower level drug dealers. CANDO has received Federal grant funding to support operations including buy money, informant payments and officer overtime. Grand Island has been a member of the compact since its inception. Grand Island has an investigator assigned to work CANDO drug cases and we receive operational and overtime funds from the Compact.

The Compact amended the Inter-local agreement in 2010 to provide for the support of a full time drug investigator with the Phelps County Sheriff's Office. Since that time, a new Sheriff has taken office and the investigator left the agency. The Sheriff does not wish to continue to contract to support the investigator's position.

The proposed amendment removes language referencing the Phelps County investigator and returns the inter-local agreement to what it was prior to 2010. The Compact agencies including the GIPD will still continue in their drug enforcement efforts but there will not be a full time investigator with Phelps County.

A copy of the 2010 Inter-local and the proposed amendment are provided.

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 amendment to the CANDO Inter-local Agreement.

Sample Motion

Move to amend and authorize the Mayor to sign the CANDO Inter-local Agreement.

**ADDENDUM TO
INTER-LOCAL COOPERATION ACT AGREEMENT
COMPACT FOR APPREHENSION OF NARCOTICS
DEALERS AND OFFENDERS (C.A.N.D.O.)**

The Interlocal Cooperation Act Agreement for the Compact for Apprehension of Narcotics Dealers and Offenders (C.A.N.D.O.) Drug Task Force was adopted on or about January 1, 2010 (see attached).

Due to the loss of the contracted full-time drug investigator through the Phelps County Sheriff's Office, the Inter-local Cooperation Act Agreement for the Compact for Apprehension of Narcotics Dealers and Offenders (C.A.N.D.O.) is hereby amended by deleting the following paragraphs:

5. The compact, through the C.A.N.D.O. Project Director/Coordinator or Assistant Director/Coordinator, will contract with the Phelps County Sheriff's Office for a full-time drug investigator who will carry out investigations pertaining to the illegal use and distribution of controlled substances on a full-time basis throughout the geographic territory of the member agencies but who will place greatest primary emphasis in the counties of Kearney, Franklin and Phelps; and the cities of Minden, Franklin and Holdrege. This position is guaranteed through December 31, 2011; and its continuance will be reviewed on a yearly basis after that time.
6. The C.A.N.D.O. Drug Investigator contracted through the Phelps County Sheriff's Office shall have the power and authority to enforce the laws of the State of Nebraska and to perform the functions of his or her office anywhere within the geographic territory of any party (C.A.N.D.O. agency) while so contracted.
7. At all times while serving as the contracted C.A.N.D.O. Drug Investigator, this individual shall remain the employee of the Phelps County Sheriff's Office. The Phelps County Sheriff's Office shall provide liability insurance and indemnification for its own personnel as provided by Neb.Rev.Stat. §13-1802.
8. It is the responsibility of the C.A.N.D.O. Drug Investigator and/or his or her departmental supervisor to promptly and accurately complete all required forms and reports and insure that these and investigatory reports are forwarded to the Chief Project Director/Coordinator in a timely and regular fashion.

All other terms and conditions of the Inter-local Cooperation Act Agreement dated January 1, 2010, shall remain in full force and effect.

Dated this 9th day of April, 2012.

**ADDENDUM TO
INTER-LOCAL COOPERATION ACT AGREEMENT
COMPACT FOR APPREHENSION OF NARCOTICS
DEALERS AND OFFENDERS (C.A.N.D.O.)**

Chairperson, Adams County Board
of Supervisors

Adams County Sheriff's Office
Sheriff Gregg Magee

Chairperson, Buffalo County Board
of Supervisors

Buffalo County Sheriff's Office
Sheriff Neil Miller

Chairperson, Phelps County Board
of Supervisors

Phelps County Sheriff's Office
Sheriff Gene Samuelson

Chairperson, Hall County Board
of Supervisors

Hall County Sheriff's Office
Sheriff Jerry Watson

Chairperson, Kearney County Board
of Supervisors

Kearney County Sheriff's Office
Sheriff Scott White

Chairperson, Franklin County Board
of Supervisors

Franklin County Sheriff's Office
Sheriff Jerry Archer

Mayor, City of Hastings

City of Hastings Police Chief
Larry Thoren

Mayor, City of Kearney

City of Kearney Police Chief
Dan Lynch

Mayor, City of Holdrege

City of Holdrege Police Chief
Dennis DeMoude

Mayor, City of Grand Island

City of Grand Island Police
Chief Steve Lamken

**ADDENDUM TO
INTER-LOCAL COOPERATION ACT AGREEMENT
COMPACT FOR APPREHENSION OF NARCOTICS
DEALERS AND OFFENDERS (C.A.N.D.O.)**

Mayor, City of Minden

City of Minden Police Chief
Jim Huff

Mayor, City of Franklin

City of Franklin Police Chief
Bryon Detlefsen

**INTER-LOCAL COOPERATION ACT AGREEMENT
COMPACT FOR APPREHENSION OF NARCOTICS
DEALERS AND OFFENDERS (C.A.N.D.O.)**

Now on this 1st day of January, ²⁰¹⁰~~2009~~, this agreement is made and entered into by and between the following entities: Adams County Sheriff's Office, Buffalo County Sheriff's Office, Franklin County Sheriff's Office, Hall County Sheriff's Office, Kearney County Sheriff's Office, and Phelps County Sheriff's Office, all in the state of Nebraska; and the cities of Franklin, Grand Island, Hastings, Kearney, Minden and Holdrege, also all in the State of Nebraska. This Inter-local Agreement shall be referred to as a compact, and more specifically as the Compact for Apprehension of Narcotics Dealers and Offenders (C.A.N.D.O.). The aforementioned members hereby enter into an Inter-local Agreement consistent with Neb. Rev. Statutes §13-802 et. seq.; Laws 1963, c. 333 §23-2201; Laws 1991, LB 731 §2; Laws 1996, LB 1177, §14.

1. This agreement shall be made by and between the aforementioned political subdivisions of the State of Nebraska, and shall take effect until the C.A.N.D.O. project is terminated by mutual agreement of a majority of the participating members.
2. At any time during the operative dates of this agreement, any member of this compact that wishes to terminate its participation in the compact may do so by providing written notice of such intent not less than thirty (30) days prior to said termination date.
3. The purpose of this compact shall be to identify, investigate, apprehend and facilitate the prosecution of narcotics dealers and offenders in the compact region and within the jurisdictions of the aforementioned participating agencies. Specific attention will be directed at narcotics and drug activity that involves hand-to-hand or individual sales as well as illegal activities between the seller and their supplier. Narcotics offenses include those involving controlled substances as defined by Nebraska Statutes §28-416 et. seq.
4. The Sheriff or Chief of Police for each of the participating member agencies will make up the C.A.N.D.O. Governing Board for the compact. The Governing Board will develop necessary forms for the recording and reporting of expenditures and hours committed to the activities of the compact. The Governing Board will develop an operating budget, and manage and approve expenditures of said budget; determine dues and see that an accounting of funds is made on a regular basis and kept current.
5. The compact, through the C.A.N.D.O. Project Director/Coordinator or Assistant Director/Coordinator, will contract with the Phelps County Sheriff's Office for a full-time drug investigator who will

**INTER-LOCAL COOPERATION ACT AGREEMENT
COMPACT FOR APPREHENSION OF NARCOTICS
DEALERS AND OFFENDERS (C.A.N.D.O.)**

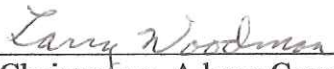
carry out investigations pertaining to the illegal use and distribution of controlled substances on a full-time basis throughout the geographic territory of the member agencies but who will place greatest/primary emphasis in the counties of Kearney, Franklin and Phelps; and the cities of Minden, Franklin and Holdrege. This position is guaranteed through December 31, 2011; and its continuance will be reviewed on a yearly basis after that time.

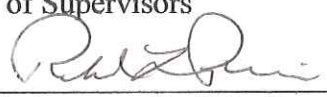
6. The C.A.N.D.O. Drug Investigator contracted through the Phelps County Sheriff's Office shall have the power and authority to enforce the laws of the State of Nebraska and to perform the functions of his or her office anywhere within the geographic territory of any party (C.A.N.D.O. agency) while so contracted.
7. At all times while serving as the contracted C.A.N.D.O. Drug Investigator, this individual shall remain the employee of the Phelps County Sheriff's Office. The Phelps County Sheriff's Office shall provide liability insurance and indemnification for its own personnel as provided by Neb.Rev.Stat. §13-1802.
8. It is the responsibility of the C.A.N.D.O. Drug Investigator and/or his or her departmental supervisor to promptly and accurately complete all required forms and reports and insure that these and investigatory reports are forwarded to the Chief Project Director/Coordinator in a timely and regular fashion.
9. The compact will establish a committee which will consist of one person from each participating agency who will function as a C.A.N.D.O. Coordinator for the agency. The Governing Board will select and appoint a person from this group who will be designated Chief Project Director/Coordinator who will administer the operations and actions of the committee under standard parliamentary procedures.
9. Each member agency of the compact will supply adequate manpower to assist in investigations of narcotics violations and offenders within the jurisdictional boundaries of the compact members. Each member agency will provide manpower to assist in the investigations, execution of any search or arrest warrants and provide surveillance activities and provide testimony as required.

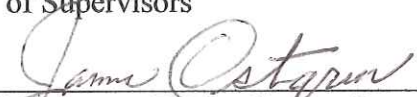
**INTER-LOCAL COOPERATION ACT AGREEMENT
COMPACT FOR APPREHENSION OF NARCOTICS
DEALERS AND OFFENDERS (C.A.N.D.O.)**

11. It is the responsibility of each agency coordinator to promptly and accurately complete all required forms and reports and insure that these and investigatory reports are forwarded to the Chief Project Director/Coordinator in a timely and regular fashion.
12. Any sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer employed by any party (C..A.N.D.O. member agency) shall have the power and authority to enforce the laws of the State of Nebraska and to perform the functions of his or her office anywhere within the geographic territory of any party (C.A.N.D.O. agency) when acting or participating in a cooperative investigation or cooperative law enforcement activity at the request of any Party's (member agency's) Sheriff or Chief of Police or an authorized designee of any such Sheriff or Chief of Police
13. At all times while acting or participating in a cooperative investigation or cooperative law enforcement activity, any such participating sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer shall remain the employee of the Party (member agency) supplying such officer. Each Party(member agency) shall provide liability insurance and indemnification for its own personnel as provided by Neb.Rev.Stat. §13-1802.
14. Any seizure of property or funds and the distribution of those items resulting from an investigation by members of the C.A.N.D.O. compact will be returned to the respective jurisdiction consistent with State and Federal guideline, regulations and laws.
15. Any modification of this agreement shall be in writing and signed by all active members of the compact.
16. Any and all resolutions passed by the governing political subdivisions of the participating agencies to this Inter-local Agreement shall become a part of this Agreement by reference and are hereby attached.


**INTER-LOCAL COOPERATION ACT AGREEMENT
COMPACT FOR APPREHENSION OF NARCOTICS
DEALERS AND OFFENDERS (C.A.N.D.O.)**

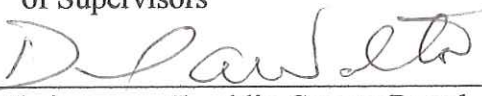

Chairperson, Adams County Board
of Supervisors

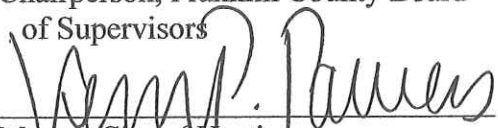

Chairperson, Buffalo County Board
of Supervisors


Chairperson, Phelps County Board
of Supervisors



Chairperson, Hall County Board
of Supervisors

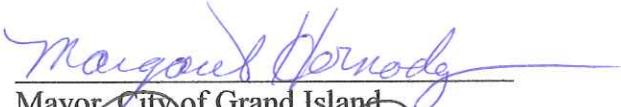

Chairperson, Kearney County Board
of Supervisors



Chairperson, Franklin County Board
of Supervisors



Mayor, City of Hastings

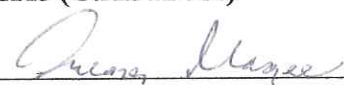

Mayor, City of Kearney

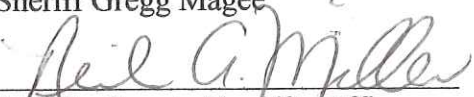

Mayor, City of Holdrege

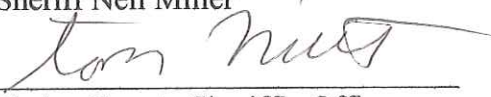

Mayor, City of Grand Island

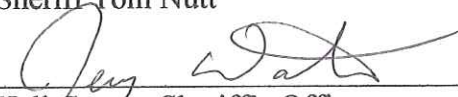

Mayor, City of Minden

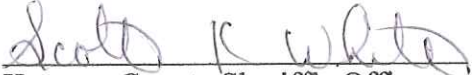

Mayor, City of Franklin


Adams County Sheriff's Office
Sheriff Gregg Magee

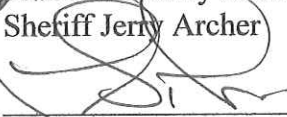

Buffalo County Sheriff's Office
Sheriff Neil Miller



Phelps County Sheriff's Office
Sheriff Tom Nutt


Hall County Sheriff's Office
Sheriff Jerry Watson


Kearney County Sheriff's Office
Sheriff Scott White

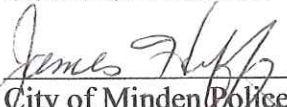

Franklin County Sheriff's Office
Sheriff Jerry Archer


City of Hastings Police Chief
Larry Thoren


City of Kearney Police Chief
Dan Lynch


City of Holdrege Police Chief
Dennis DeMoude


City of Grand Island Police
Chief Steve Lamken


City of Minden Police Chief
Jim Huff


City of Franklin Police Chief
Bryon Detlefsen

RESOLUTION 2012-108

WHEREAS, the City of Grand Island has been a member of the Compact for the Apprehension of Narcotics Dealers and Offenders, CANDO, and

WHEREAS, the Compact for the Apprehension of Narcotics Dealers and Offenders has been a valuable resource to the City of Grand Island in conducting drug enforcement efforts; and

WHEREAS, the Phelps County Sheriff's Office no longer employs an investigator supported by CANDO; and

WHEREAS, the Inter-local Agreement for CANDO requires amending to reflect this change:

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

That the Compact for the Apprehension of Narcotics Dealers and Offenders Inter-local Agreement be amended as presented.

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G10

**#2012-109 - Approving Contract for Concession Stand Operations
at the Veteran's Athletic Field Complex**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: April 24, 2012

Subject: Concession Stand Contract Award Veterans Athletic Field Complex

Item #'s: G-10

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

Background

On March 7, 2012 a request for proposals to operate the concession stand at the Veteran's Athletic Field Complex was advertised. Three proposals were received. The three proposals came from Jose Ramos, Tim and Kathy Jakubowski and Rathjen & Son Enterprises, Inc. dba The Snow. Mr. Ramos later withdrew his proposal stating health issues would limit his ability to perform the required tasks.

Discussion

The two remaining proposals have been reviewed by staff. The Snow proposal meets all requirements as stated in the RFP and their proposal offers to pay the City 8% of the gross for the right to provide the concession services. The proposal provided by Tim and Kathy Jakubowski took exception to the insurance requirements and offered the City 2% of net for the right to provide the concession 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 award the concession rights to Rathjen and Son Enterprises, Inc. dba The Snow.

Sample Motion

Move to approve the contract with Rathjen and Son Enterprises Inc. dba The Snow for concession stand operation for the 2012 softball season at the Veterans Athletic Field Complex.



Rathjen & Son Enterprises, Inc.

DBA: The Snow

1504 W 4th St

Grand Island, Ne 68801

(308) 390-0072

To: RaNae Edwards, City Clerk
City Clerks Office
PO BOX 1968
Grand Island, Ne 68802

Subject: RFP – Providing Concession Stand Operations for the four softball/baseball fields located in the Veterans Athletic Field Complex

Date: March 20, 2012



My name is Henry Rathjen, I am Owner and President of Rathjen & Son Enterprises, Inc., DBA The Snow. Our company is interested in providing concession services for the Veterans Athletic Field Complex for the 2012 season and beyond.

Currently we operate a shaved ice concession stand in Grand Island that is parked in the Super Saver parking lot on the corner of 2nd and Broadwell. This upcoming season will be our 4th season and growing every year. The Snow sells shaved ice and has over 40 single flavors, 10 sugar free flavors, and more than you can count flavor combinations. Our current site has 2 picnic tables with umbrellas and outside lighting and signage. The Snow is open everyday with extended hours on the weekends. There are four employees that work at this location on a rotating basis. I have many years of Owner experience with our other business, Rathjen Power Washing, and numerous years before that in management positions in companies like Blockbuster Video, Sears, Foot Locker, and Domino's. Rathjen Power Washing and The Snow are also members of the Grand Island Chamber of Commerce.

I believe that the menu and price structure that we are proposing will meet the needs of all the players, spectators, parents, kids, coaches, and umpire staff. In this packet you will find a proposed menu board that will consist of many items including drinks, candies, shaved ice, hot dogs, nachos, and an extended menu for tournament play. We will keep all prices competitive and we will have a suggestion box for adding menu items and will add them with enough demand.

I have good connections with Arctic Glacier of Grand Island and they have no problem dropping an ice chest at the location for me to use. We will have plenty of ice for our operational use, to sell by the bag, and to provide free ice for injuries. We will provide a first aid kit for the concession stand that will be available to anyone if there is not one there currently.

I will staff this concession stand with a minimum of one manager, one fulltime employee, and two part-time employees, that will work on a rotating schedule. There will also be a few emergency backups for tournaments. All employees will be trained and in uniforms.

We have our insurance with a local Broker, Insur, and the policy is with Allied. We will provide the city with the required amounts of insurance and have the proper loss payees listed on our policy.



I will be proposing to offer the City of Grand Island 8% of gross sales along with the required 7% city/state sales tax and the additional 1.5% Occupation Food and Beverage Tax on any prepared food items. I will also propose to offer the leagues that are playing the fields that day a 2% of gross sales as well. I believe this will encourage concession purchases, which will increase the amounts paid out to the City of Grand Island, and give some money back to the organizations that use the Veterans Athletic Field Complex.

I have read the requirements and guidelines and agree with them. We will check bathrooms numerous times a night and refill bathroom items as needed.

Thank you for the opportunity to present our company for the consideration of providing concession services. We are looking forward to providing great customer service to the patrons of the Veterans Athletic Field Complex.

Sincerely,

A handwritten signature in black ink, appearing to read 'Henry Rathjen'.

Henry Rathjen
Rathjen & Son Enterprises, inc.
DBA: The Snow
(308) 390-0072
GISnowShack@charter.net



Business References

**Fred Groenke Store Manager - Super Saver
Concession Partner**
1602 W 2nd St
Grand Island, Ne 68803 (308) 382-6822

**Chad Holmes Manager - Arctic Glacier
Concession Partner**
1301 W North Front St.
Grand Island, Ne 68801 (308) 381-8814

**Jeremy Bonahoom Owner - Auto Outlet
Concession Customer & Corporate Customer**
2924 S. Locust St.
Grand Island, Ne 68801 (308) 389-3788

**Randy Evans Owner - Randy's Auto Sales
Corporate Customer**
1407 W 2nd St
Grand Island, Ne 68801 (308) 381-7566

**Mark Galvan President – Central Nebraska Girls Softball Association
Concession Customer**
markgalvan@cngsa.com
Grand Island, Ne 68801 (308) 380-8684

THE SNOW

SHAVED ICE &
CONCESSION SERVICES



MENU

Pop	\$1.50	Candy Bars	\$1.00
Pepsi		M&Ms	
Diet Pepsi		Peanut M&Ms	
Coke		Snickers	
Diet Coke		Reeses	
Mountain Dew			
Diet Mountain Dew		Candy	
Sprite		Peanuts	\$0.50
		Skittles	\$1.00
Water 20oz	\$1.00	Ring Pops	\$0.75
		Blow Pops	\$0.25
Gatorade	\$1.75	Twizzlers	\$0.10

Sunflower Seeds \$1.00

SHAVED ICE

SNOWBALL	\$1.00
DRIFT	\$2.00
GLACIER	\$3.00

THE SNOW

SHAVED ICE &

CONCESSION SERVICES



MENU

Chips \$1.00

Doritos

Cheddar/Sour Cream

Cheetos

Fritos

Sour Cream/Onion

Ruffles



Cups w/Ice \$0.25

Walking Tacos \$2.50

Bag of Fritos

w/nacho chz and chilli

Nachos \$2.50

Nachos w/Chilli \$3.00

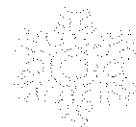
HotDog \$2.00

HotDog w/Chilli \$2.50

COMBOS

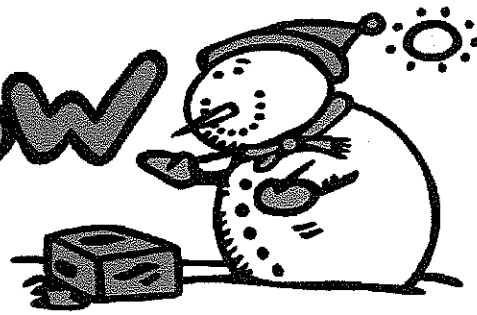
#1 Nachos, Pop \$3.50

#2 HotDog, Chips, Pop \$4.00



THE SNOW

SHAVED ICE &
CONCESSION SERVICES



MENU

Chips	\$1.00	Walking Tacos	\$2.50
Doritos		Bag of Freetos	
Doritos Ranch		w/nacho chz and chilli	
Cheetos			
Fritos		Nachos	\$2.50
Sour Cream/Onion			
Regular		Nachos w/Chilli	\$3.00
Cups w/Ice	\$0.25	HotDog	\$2.00
Hamburger	\$3.00	HotDog w/Chilli	\$2.50
	Brats	\$2.50	

COMBOS

#1 Nachos, Pop	\$3.50
#2 HotDog, Chips, Pop	\$4.00
#3 Brat, Chips, Pop	\$4.50
#4 Burger, Chips, Pop	\$5.00

TOURNAMENT PLAY ONLY

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 24th day of April, 2012 by and between RATHJEN & SON d/b/a THE SNOW, hereinafter called the "Contractor" and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the "City".

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused an advertisement calling for proposals to be published, for CONCESSION STAND OPERATIONS AT THE VETERANS ATHLETIC FIELD COMPLEX; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible proposal, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, with exception regarding the City's share of gross receipts, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other materials, services and facilities; (b) furnish all materials, supplies and equipment specified and required in the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Request for Proposals, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE II. That the Contractor shall pay to the City for the covenants embraced in this contract and the City will accept as full compensation therefore the sum of 8% (eight percent) of all gross receipts received from sales at the Veteran's Athletic Field Complex for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent on an annual basis, by or before the 1st day of November 2012 to the City.

ARTICLE III. The Contractor hereby agrees to monitor the restroom materials and supplies for the City for this project. The City shall be obligated to supply the restrooms with materials and supplies.

ARTICLE IV. That the Contractor shall start work as soon as possible after a written notice to proceed has been delivered by the Director of Parks and Recreation and the required insurance is approved. The Contractor shall work during scheduled league games and at such other times as the Contractor deems appropriate, however, Contractor may not at any time work at the Veteran's Athletic Field Complex outside of the parks' hours of operation. The City will provide the Contractor with a schedule of league activities. The City retains the right to cancel this contract at any time for the sole convenience of the City without penalty.

ARTICLE V. The Contractor 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. The Contractor further agrees 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, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability.

The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VI. 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 for the award of a subcontract or order.

ARTICLE VII. This agreement shall expire November 1, 2012 after execution.

ARTICLE VIII. The Contractor agrees to comply with insurance requirements in the execution of this contract as required by City Code.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor _____

By _____

Title _____

Contact Phone _____

Contact Address _____

Contact Fax _____

Date _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract and insurance requirements are in due form according to law and are hereby approved.

Attorney for the City

Date _____

RESOLUTION 2012-109

WHEREAS, the Parks and Recreation Department of the City of Grand Island invited sealed proposals for Concession Stand Operations at the Veteran's Athletic Field Complex; and

WHEREAS, on March 21, 2012, three (3) proposals were received and reviewed; and

WHEREAS, Rathjen & Son Enterprises, Inc., DBA: The Snow of Grand Island, Nebraska submitted a proposal in accordance with the terms of the advertisement for proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Rathjen & Son Enterprises, Inc., DBA: The Snow of Grand Island, Nebraska, is hereby accepted and approved as the lowest responsive proposal submitted, and that the contract by and between the City and the Vendor be and hereby is approved, and the Mayor is authorized to sign such contract on behalf of the City.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G11

#2012-110 - Approving Lease Agreement for the Ashton Street Ball Field

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: April 24, 2012

Subject: Authorization to Lease the Ashton Street Ball Field with Grand Island Riverdogs Baseball Program

Item #'s: G-11

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

Background

The Ashton Street Ball Field has been a part of the Parks Department inventory for over 30 years. Currently there is one field developed for play. The field is currently used by the Grand Island Riverdogs Baseball Program and the Grand Island Senior High Baseball team for practice.

Representatives of the Riverdogs Baseball Program approached the Parks and Recreation Department inquiring about leasing the Ashton Street Ball Field for their exclusive use and control. In conversations with representatives of the Riverdogs Baseball Program and Grand Island Senior High representatives a lease of the field by the Riverdogs with allowances for Senior High usage seemed possible.

Discussion

At the March 20th study session Council was asked to consider leasing the Ashton Street Ball Field. Permission was granted and a Request for Proposals was advertised on March 7th. One proposal was received. The Grand Island Riverdogs Baseball Program submitted the proposal. A copy of the proposal is available in the City Clerk's Office for Council review. The proposal allows for field use by the Grand Island Senior High Baseball program. The proposal also outlines improvements the program would be willing to make over the next five years including adding soil conditioner to the infield, replacing the backstop and modifying the infield irrigation to accommodate 80 ft. or 90 ft. bases. The proposal further states the Riverdogs Baseball Program would be responsible for field maintenance including mowing, fertilizing, sprinkler repair and general up keep. This would reduce the amount of time and money the Park Maintenance Division would spend on the Ashton Street Ball Field.

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 approve the resolution and enter into a lease agreement with the Grand Island Riverdogs Baseball Program.

Sample Motion

Move to enter into a lease agreement with the Grand Island Riverdogs Baseball Program for the use of the Ashton Street Ball Field.



Proposal for Leasing and Managing
Ashton Street Baseball Field From
The City of Grand Island, Nebraska

Grand Island Riverdog Baseball
Contact: Tino Martinez
2716 Old Fair Road
Grand Island, NE 68803
(308) 398-1154

Proposal for Leasing and Managing Ashton Street Baseball Field From The City of Grand Island, Nebraska

Section I: Overview

A. Management of Field

Grand Island Riverdogs was established in 2008 and has an established 9 person board of directors. The use of the field will be managed by the Riverdog Board (see appendix A for list of present Board members). Riverdogs will have the exclusive use of the field, but will make arrangements to allow the continued use of the field by the GISH baseball team during their season. The field will be enclosed with fencing to protect the field and improvements made. The Riverdog Board has successfully managed and operated the baseball fields at the Platt-Duetsche for the last 5 years. Riverdogs have made significant improvements to the fields at the Platt-Duetsche over its management term at an estimated value of \$92,200 (see appendix B for list of improvements). Riverdogs presently have an excellent working relationship with the Platt-Duetsche and references would be available upon request.

B. Maintenance of 60 ft /90 ft field

The field will remain a 60 foot pitching and 90 foot base field to be used by age appropriate teams. This will also allow the continued use by GISH baseball. Future improvements will hopefully allow the field to be temporarily converted to a 54 ft /80 ft field for certain younger ages.

C. Field Use Projections

The Field will have its highest use by the Riverdogs during the peak baseball months of March through July. Practices for GISH baseball and Riverdog teams will be coordinated with the GISH athletic director during the overlapping seasons. Games and Tournaments will also be held on the field by Riverdogs throughout the season. The only use of the field will be for the purpose of youth baseball.

D. Field Maintenance

Riverdogs already have experience in field maintenance. Presently Riverdogs maintain the fields at the Platt-Duetsche. This includes all mowing and fertilizing of the outfields. The infields are already covered with soil conditioner which is also managed by us.

E. Improvements Proposed

Riverdogs plan on making significant improvements to the field based on funding availability. Riverdogs have a proven track record of being able to raise funding. Appendix B lists the improvements made at our home fields at the Platt-Duetsche performed by Riverdog funding. We would expect to continue fund raising activities for further improvements at the Ashton Street Field. Improvements will be coordinated with Gregg Bostelman or a designee of the Parks and Recreation department. See below for specifics.

F. Insurance Documentation

Each individual team has its own team policy. An example is attached in appendix C

Section II: Proposal Specifications

- A. The proposed lease is a monthly rate of \$1 or \$12 a year to be paid on an annual basis. Riverdogs will provide field maintenance including mowing, fertilizer, sprinklers and general up keep. Riverdogs already have experience in maintaining baseball fields. We presently maintain the fields at the Platt-Duetsche. **The city will remain in charge of and responsible for electricity, water and garbage pick-up.** The city will maintain ownership of the field. The lease would be in effect for five (5) years with a five (5) year renewal option at the end of the first lease.
- B. Riverdogs will work out arrangements with the Grand Island Senior High Athletic Director (Joe Kutlas) to allow the GISH baseball team continued use of the field as a practice facility.
- C. Proposed facility improvements based on funding in first 5 year lease
 - a. Add Gates to the perimeter fence & close open gaps in fence to protect field
 - i. Estimated cost – see below
 - b. Age Appropriate Backstop – present one does not catch foul balls
 - i. Estimated cost - \$10,000 including above
 - c. Infield surface conditioner - Material (Agrilime or Turf ace)
 - i. Estimated cost - 300 tons agrilime \$20,000
 - d. Re grade & sod the infield
 - i. Estimated cost - \$4,000
 - e. Redo irrigation in the infield to make it adaptable to 80' or 90' bases
 - i. Estimated cost - \$2,500

- D. Proposed facility improvements based on funding in second 5 year lease
 - a. Game mound - Portable Game Mound to be used for 54' or 60'
 - b. Improving left field fencing
 - c. Dugout covering
 - d. Maintenance building
- E. Funding
 - a. Riverdogs have a proven track record of fund raising based on previous example of Platt-Duetsche fields.
 - b. Fund raising opportunities
 - i. Foundation Grants
 - ii. Tournament Fees
 - iii. Riverdog Fundraisers
 - iv. Personal Donations
 - v. Business Donations
 - vi. Riverdogs is a 501c3 nonprofit organization
 - vii. Player Fees

Appendix A

Riverdog Board Members

Brian Kort

Tino Martinez

Conn Narber

Kevin Coen

Angie Friesen

Gregory Sextro

Doug Stevenson

Todd Norman

Todd Elsbernd

Appendix B

Platte-Duetsche Field Improvements Provided by Riverdogs

IMPROVMENTS SINCE 2-2009:

FRONT FIELD:

REBUILD FENCE STRUCTURE AND SELL 38 NEW SPONSORS	\$14,200
NEW BACKSTOP	\$3,500
RESURFACE/RESHAPE INFIELD/ADD IRRIGATION	\$4,500
INSTALL BATTERS BOX J-BOXES	\$1,500
REPAIR SCOREBOARD	<u>\$800</u>
TOTAL ON FRONT FIELD:	\$24,500

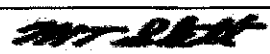
BACK FIELD:

ENLARGE FIELD TO ACCOMADATE OLDER KIDS:

MOVE SCOREBOARD	\$1,200
INSTALL BATTERS BOX J-BOX	\$1,500
NEW FENCE FOR FOUL LINES AND OUTFIELD	\$13,500
CANVAS AND SIGNAGE WITH SAFTY TOP ON FENCES	\$7,000
SODDING AND SPRINKLERS	\$3,300
NEW DIRT FOR EXTENTION OF OUTFIELD	\$1,500
ELECTRICAL WORK	\$1,500
FOUL POLES	\$1,200
LEVELING OF NEW OUTFIELD	\$500
MULTIPLE FERTILIZATION ON SOD	\$3,000
IRRIGATION TO INFIELD	\$1,500
INSTALL (2) FENCE/NETTED/ TURFED BATTING CAGES	<u>\$32,000</u>
TOTAL	\$67,700

COMBINED TOTAL: \$92,200

Appendix C

CERTIFICATE OF LIABILITY INSURANCE						DATE: 4/7/2012	
PRODUCER: Chappell Insurance Agency, Inc. 25807-A Cox Road Petersburg, VA 23803 (804) 733-2020				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED: Nations Baseball Tournament Association, Inc. 216 Statesville Blvd. Salisbury, NC 28144 USA A Member of the Athletic Alliance RPG TEAM NAME: 14U Grand Island Riverdogs 14 Whites				INSURERS AFFORDING COVERAGE INSURER A: RLI Insurance Co. INSURER B: Hartford Life and Accident Company INSURER C: INSURER D: INSURER E:			
COVERAGE'S THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADDL INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY				EACH OCCURRENCE	\$2,000,000.00
	X	X COMMERCIAL GENERAL LIABILITY	MPE0005384	8/1/2011	8/1/2012	DAMAGE TO RENTED PREMISES (EA OCC)	\$300,000.00
		CLAIMS MADE				MED EXP (Any one person)	EXCLUDED
	X	OCCUR				PERSONAL & ADV INJURY	\$2,000,000.00
						GENERAL AGGREGATE	\$4,000,000.00
						PRODUCTS-COMP/OP AGG	\$2,000,000.00
						PARTICIPANT LEGAL LIAB.	\$2,000,000.00
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per Person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
B		SECONDARY PARTICIPANT ACCIDENT	36-SB-204863	8/1/2011	8/1/2012	AD&D	\$5,000.00
						Excess Accident Medical Expense	\$100,000.00
						Deductible	\$250.00
						Benefit Period	52 Weeks
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The certificateholder is an additional insured as respects the insureds negligence resulting from the insureds' participation in events sanctioned and operated by the certificateholder. The additional insured status only applies during such times that the insured participates in these events.							
Coverage effective from: 01/25/12 - 08/01/2012							
CERTIFICATE HOLDER Grand Island Riverdogs / Monte Hehnke 4019 Norseman Ave Grand Island, NE 68803				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
Certificate Number: Nations-BB-45-024249				AUTHORIZED REPRESENTATIVE 			

CERTIFICATE OF LIABILITY INSURANCE						DATE: 4/7/2012	
PRODUCER: Chappell Insurance Agency, Inc. 25807-A Cox Road Petersburg, VA 23803 (804) 733-2020					THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED: Nations Baseball Tournament Association, Inc. 216 Statesville Blvd. Salisbury, NC 28144 USA A Member of the Athletic Alliance RPG TEAM NAME: 14U Grand Island Riverdogs 14 Whites					INSURERS AFFORDING COVERAGE INSURER A: RLI Insurance Co. INSURER B: Hartford Life and Accident Company INSURER C: INSURER D: INSURER E:		
COVERAGE'S THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADDL INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	MPE0005384	8/1/2011	8/1/2012	EACH OCCURRENCE	\$2,000,000.00
						DAMAGE TO RENTED PREMISES (EA OCC)	\$300,000.00
						MED EXP (Any one person)	EXCLUDED
						PERSONAL & ADV INJURY	\$2,000,000.00
						GENERAL AGGREGATE	\$4,000,000.00
						PRODUCTS-COMP/OP AGG	\$2,000,000.00
						PARTICIPANT LEGAL LIAB.	\$2,000,000.00
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per Person)	\$
						BODILY INJURY (Per Accident)	\$
						PROPERTY DAMAGE (Per Accident)	\$
B		SECONDARY PARTICIPANT ACCIDENT	36-SB-204983	8/1/2011	8/1/2012	AD&D	\$5,000.00
						Excess Accident Medical Expense	\$100,000.00
						Deductible	\$250.00
						Benefit Period	52 Weeks
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The city shown as a certificateholder is an additional insured as respects the insureds negligence resulting from the insureds' usage of owned or controlled premises of the certificateholder. The additional insured status only applies during such times that the insured is utilizing said premises.							
Coverage effective from: 01/25/12 - 08/01/2012							
CERTIFICATE HOLDER Grand Island Parks and Rec 321 E Fonner Park Rd. Grand Island, NE 68801					CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
Certificate Number: Nations-BB-45-024249					AUTHORIZED REPRESENTATIVE		

LEASE AGREEMENT

This Lease Agreement made between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter called the “Lessor” and the **GRAND ISLAND RIVERDOGS**, hereinafter called the “Lessee”.

WITNESSETH:

I.

That, in consideration of the covenants herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby demise and lease unto the Lessee all that tract and parcel of land and improvements described as the Ashton Street Baseball Field bordered by Ashton, Oak, and Vine Streets in Grand Island, Hall County, Nebraska.

To have and to hold said premises unto Lessee for a term of five (5) years beginning May 1, 2012 with a renewal option for an additional five (5) year lease at the conclusion of the first lease as stated previously. That the Lessee agrees to make all reasonable efforts with the Grand Island Senior High School (GISH) to provide GISH's baseball team access to the field as a practice facility. It is expressly understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party ninety (90) days written notice to terminate the lease without any cause, at any time during the five (5) year period.

Lessee shall pay as rent therefore the sum of One Dollar (\$1.00) per month or Twelve Dollars (\$12.00) per year due and payable beginning on the first day of May, 2012, and on the first day of May for each year thereafter.

II.

The Lessee, for themselves, does hereby covenant with the Lessor:

- a. That the Lessee will pay the said rent at the times and the manner aforesaid, except only in the case of fire or other unavoidable casualty as hereinafter provided.
- b. The Lessee will not allow for any liens or encumbrances to be placed upon the property or improvements of the Lessor.
- c. The Lessee shall provide a comprehensive general public liability insurance policy in the amount of at least One Hundred Thousand Dollars (\$100,000.00) for one (1) person and Three Hundred Thousand Dollars (\$300,000.00) for any one (1) accident involving injury to more than one (1) person, and property damage of not less than Fifty Thousand Dollars (\$50,000.00) for any one (1) accident. The Lessee shall list the Lessor as an additional insured on its general public liability insurance policy.

- d. The Lessee will keep any structures and premises, including the plumbing and heating and air conditioning in good repair, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted.
- e. The Lessee will not injure, overload or deface or suffer to be injured, overload or deface the premises or any part thereof.
- f. The Lessee will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of this State or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or effect any insurance on any structures or the premises except as such as Lessor shall in writing approve.
- g. The Lessee shall not assign, sublet or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.
- h. The Lessor, at any reasonable time, may enter to view the premises and to make repairs which the Lessor may see fit to make, or show the premises to persons who may wish to lease or buy the premises as Lessor may see fit.
- i. That at the expiration of said lease term, the Lessee will peaceably yield up to the Lessor the premises and all improvements made upon the same, in good repair in all respects, reasonable use and wear and damage by fire or unavoidable casualties excepted, as the same now are and may be put in by the parties.
- j. No consent, express or implied by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.

III.

It is also agreed, that in case the leased premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored by the Lessor within one hundred twenty (120) days thereafter, then and in that case this Lease Agreement shall end.

IV.

Lessee agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Lease Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry. The

Lessee further agrees to maintain a drug free environment at all times on the leased premises. Breach of this covenant may be regarded as a material breach of the Lease Agreement.

V.

Lessee agrees that baseball shall remain the main focus of the Ashton Street Baseball Field.

The Lessee agrees that during the first five (5) years of the lease it shall make the following improvements to the premises:

- Add gates to the perimeter fence and close open gaps in the fence;
- Add an age appropriate backstop to catch foul balls;
- Add infield surface conditioner (Agriline or Turf Ace);
- Regrade and resod the infield; and
- Retrofit the irrigation system in the infield to make it adaptable to eighty (80) and ninety (90) feet bases.

The Lessee further agrees that during any second five (5) year lease it shall make the following improvements to the premises:

- Acquire a portable pitcher's mound;
- Improve and/or replace the left field fencing;
- Improve and/or replace the dugouts covering;
- Construct a maintenance building.

Lessee agrees that it shall be responsible for all landscape maintenance, including all mowing, fertilizer, sprinklers, and general upkeep. The Lessor shall be responsible for providing electricity, water, and garbage removal for the premises. Any landscaping modifications may be performed by Lessee upon obtaining written consent from the Director of the Parks and Recreation Department.

VI.

All terms, notices of default, termination, and insurance coverage requirements outlined in any other portion of this lease shall be binding for any renewal or extension of the lease unless specifically waived in writing by the parties.

VII.

Lessee agrees to indemnify the Lessor for any claim made by the Lessee's employees or by any other persons, for personal injury or property damage arising out of the Lessee's use of equipment on the premises or equipment brought onto the premises after the commencement of this Lease Agreement, which Lessee agrees to accept at all times during the term of this Agreement as is, where is, and the Lessor has no responsibility for its condition or state of repair. Lessee agrees not to remove from the Lessor's premises any equipment or property located on

the leased premises at the commencement of this Lease, except as authorized in writing by the Lessor.

VIII.

Before exercising any remedies for breach, default or failure to perform under this Lease Agreement, the defaulting party shall be given thirty (30) days written notice of such default or failure to perform. If the act is such that it cannot be cured within a thirty (30) day period, this period may be extended upon written agreement of the parties, providing that the defaulting party commences to cure such default within said 30 day period and proceeds diligently thereafter to effect such cure.

IX.

In the event either party institutes legal proceedings against the other for breach of this Lease Agreement, the party against whom a judgment is entered shall pay all reasonable costs and expenses relative thereto, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereby have executed this Lease Agreement.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation, Lessor

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

GRAND ISLAND RIVERDOGS,
Lessee

By: _____

RESOLUTION 2012-110

WHEREAS, the Parks and Recreation Department of the City of Grand Island invited sealed proposals for the leasing of Ashton Street Ball Field; and

WHEREAS, on April 17, 2012, one (1) proposal was received and reviewed; and

WHEREAS, the Grand Island Riverdogs in Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposal being a five-year lease with five additional one (1) year renewal options containing a financial commitment for annual improvements to the facility; and

WHEREAS, a Lease Agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Grand Island Riverdogs for management and operation of the Ashton Street Ball Field is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and hereby is, authorized and directed to sign on behalf of the City of Grand Island, a Lease Agreement by and between the City and the Grand Island Riverdogs, for such project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G12

#2012-111 - Approving Amendment No. 1 to the Agreement for Professional Engineering Services entitled “Wastewater Treatment Plant and Collection System Rehabilitation” with Black & Veatch

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: April 24, 2012

Subject: Approving Amendment No. 1 to the Agreement for Professional Engineering Services entitled “Wastewater Treatment Plant and Collection System Rehabilitation” with Black & Veatch

Item #'s: G-12

Presenter(s): John Collins, Public Works Director

Background

On October 4, 2011 City Staff, along with the engineering firm Black & Veatch of Kansas City, Missouri, presented the background on the need of the rehabilitation and the contractual process for this project.

City Council approved the initial agreement with Black & Veatch on October 11, 2011 for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation.

Discussion

A significant effort has been accomplished with the initial agreement. Amendment No. 1 to this agreement is necessary to continue design effort to final design and bidding on all rehabilitation projects listed in the capital improvements plan and rate study. The attached table and agreement outline the estimated hours per task and not to exceed fee.

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 Amendment No. 1 to the original agreement with Black & Veatch of Kansas City, Missouri and pass a Resolution authorizing the Mayor to sign the amendment.

Sample Motion

Move to approve the resolution.

Grand Island WWTP & Collection System Rehabilitation
Engineering Services Contract Amendment 1
Summary
April 18, 2012

	TOTAL HOURS	TOTAL COST
North Interceptor		
Phase 1A - Seedling Mile Road to WWTP		
Preliminary Design Phase 1A North Int-Seedling Mile Rd to WWTP	1068	\$143,577
90% Contract Documents Phase 1A North Int-Seedling Mile Rd to WWTP	188	\$32,825
Final Contract Documents Phase 1A North Int-Seedling Mile Rd to WWTP	156	\$22,736
Bidding Services Phase 1A North Int-Seedling Mile Rd to WWTP	76	\$12,802
Subtotal Phase 1A	1,488	\$211,940
Phase 1B - 7th Street to Seedling Mile Road		
Preliminary Design Phase 1B North Int-7th St to Seedling Mile Rd	720	\$109,010
90% Contract Documents Phase 1B North Int-7th St to Seedling Mile Rd	220	\$39,145
Final Contract Documents Phase 1B North Int-7th St to Seedling Mile Rd	180	\$26,486
Bidding Services Phase 1B North Int-7th St to Seedling Mile Rd	72	\$12,087
Subtotal Phase 1B	1,192	\$186,728
Collection System Rehabilitation (LS #7, 4th-5th/Eddy-Vine, West & South Interceptor)		
Lift Station 7 Rehabilitation		
90% Contract Documents Collection System Rehab - LS #7	288	\$35,453
Final Contract Documents Collection System Rehab - LS #7	120	\$14,328
Bidding Phase Services Collection System Rehab - LS #7	168	\$8,025
Subtotal Lift Station 7 Rehabilitation	576	\$57,806
4th-5th/ Eddy -Vine Sewer Rehabilitation		
90% Contract Documents Collection System Rehab - 4th-5th/Eddy-Vine	406	\$40,509
Final Contract Documents Collection System Rehab - 4th-5th/Eddy-Vine St	144	\$17,380
Bidding Phase Services Collection System Rehab - 4th-5th/Eddy-Vine St	140	\$8,014
Subtotal 4th-5th/Eddy-Vine Sewer Rehabilitation	690	\$65,903
West & South Interceptor Rehabilitation		
90% Contract Documents Collection System Rehab - West & South Interceptor Rehab	206	\$25,858
Final Contract Documents Collection System Rehab - West & South Interceptor Rehab	222	\$15,546
Bidding Phase Services Collection System Rehab - West & South Interceptor Rehab	60	\$6,843
Subtotal West & South Interceptor Rehabilitation	488	\$48,247
WWTP Rehabilitation		
30% Contract Document Development - WWTP Improvements	2623	\$335,674
60% Contract Document Development - WWTP Improvements	3168	\$399,817
90% Contract Document Development - WWTP Improvements	2978	\$379,170
Final Contract Documents - WWTP Improvements	1481	\$179,260
Bid Phase Services - WWTP Improvements	323	\$45,530
Subtotal WWTP Rehabilitation	10,573	\$1,339,451
Total, Hours	15,007	
Total, Billings		\$1,910,075

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN
CITY OF GRAND ISLAND
AND
BLACK & VEATCH CORPORATION
FOR PROFESSIONAL SERVICES
FOR
Consulting Engineering Services for the WWTP and Collection System Rehabilitation**

THIS IS AN AMENDMENT made as of _____, 2012 to the agreement between City of Grand Island (OWNER) and Black & Veatch Corporation (ENGINEER) dated October 17, 2011, and entitled Consulting Engineering Services for the WWTP and Collection System Rehabilitation. OWNER and ENGINEER agree to amend such Agreement as follows:

ARTICLE 4 – COMPENSATION

4.1 The total amount of payments for services and Reimbursable Expenses in accordance with Attachment B-1, Compensation shall be changed from \$1,121,160 (per Council Resolution 2011-307 dated October 11, 2011) to \$3,031,235, representing an increase of \$1,910,075.

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

The scope of services for this amendment includes the following services:

1. **North Interceptor (7th Street to WWTP)** – Preliminary Design, Final Design, and Bidding Phase Services.
2. **Collection System Rehabilitation** – Final Design and Bidding Phase Services for the West and South Interceptors, 4th to 5th Street/ Eddy to Vine Street, and Lift Station 7
3. **WWTP Rehabilitation** – Final Design and Bidding Phase Services

The Scope of Services as described in Attachment A – Scope of Services shall be amended to include the following:

Task 3.1 – Preliminary Design – North Interceptor (7th Street to WWTP)

General

The scope of services for this amendment includes engineering services in connection with preliminary design of the North Interceptor Sewer (7th Street to WWTP) as described in Technical Memorandum No. 4 dated February, 2012. As outlined in these documents, the scope of services is based on the following additions, modifications, and/or changes to the North Interceptor:

Phase 1A – Seedling Mile Road to WWTP

1. Replacement of the existing 36-inch diameter concrete pipe. The existing pipe between Seedling Mile Road and the WWTP will be abandoned.

2. Design of approximately 3700 feet of 54-inch diameter interceptor sewer to increase capacity and condition of the sewer.
3. Removal and replacement of an existing section of interceptor along Seedling Mile Road between Museum Drive and Villa Mar Dee Avenue.
4. Design of a 670 foot service lateral south of Seedling Mile Road to connect to the south end of Villa Mar Dee Avenue.

Phase 1B– 7th Street to Seedling Mile Road

1. Replacement of the existing 30-inch diameter concrete sewer pipe. The existing pipe will be abandoned.
2. Design of approximately 4500 feet of 54-inch diameter interceptor sewer from 7th Street and Geddes Road to Seedling Mile Road and Museum Drive.
3. Design of the interceptor sewer for one railroad crossing and a Highway 30 crossing.

It is assumed for purposes of this scope of services that no contaminated soils or groundwater will be encountered. It is assumed that groundwater will be encountered and that groundwater mitigation will be addressed in the design.

Task 3.1.1 – 60% Contract Design Development – Phase 1A

Task 3.1.2 - 60% Contract Design Development – Phase 1B

Objective: Prepare 60% contract documents for the North Interceptor (7th Street to WWTP) for Phase 1A- Seedling Mile Road to WWTP and Phase 1B – 7th Street to Seedling Mile Road.

Subtasks:

1. **Conduct Preliminary Design Evaluations.** Preliminary design evaluations will be prepared to establish the final design pipeline alignment, verify existing utility information, identify permitting requirements, review constructability, verify surface features, identify traffic and public impacts, verify connection requirements to existing sewers, determine operational needs, and establish final easement needs. Potholing may be required to verify location of buried utilities. It is assumed that the CITY will provide equipment and crews for any needed field potholing activities. The ENGINEER will verify survey locations and depths of potholed utilities.
2. **Conduct Route Survey:**
 - a. North Interceptor Sewer – Phase 1A: Provide necessary field design surveys for the preparation of construction drawings and specifications. Surveys will determine site topography within 1 foot contours, pertinent utility locations within limits of new facilities using survey data of visible above-ground features and professional judgment, adjacent existing plant structures, buildings, and above grade facilities. The survey format shall follow the CITY's existing facility coordinate and elevation datum system using three (3) established control points. Up to six (6) legal descriptions (Phase 1A) and one

(1) legal description (Phase 1B) will be prepared for easement acquisition based on a 20 feet wide permanent easement and 100 feet wide temporary easement.

3. Conduct Geotechnical Services for North Interceptor Sewer – Phase 1A: Provide Engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include:
 - a. Initial geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which may be required to provide information for design, and other field and laboratory tests and analyses which are required to provide design information.
 - b. An initial geotechnical report interpreting the data on the exploratory work and testing and setting out the site conditions that can be anticipated from this initial exploratory work.
4. Conduct Initial Site Assessment (ISA). As part of the due diligence for the Grand Island Nebraska Northeast Interceptor study, ENGINEER will perform an environmental review to identify potential or suspect contamination related to releases of petroleum products or hazardous substances. The review would include a search of the “standard environmental record sources” covering search distances and databases as defined in ASTM 1527-05. The review would also include a site reconnaissance to inspect for obvious indicators of existing or potential releases of petroleum products or hazardous substances. The site reconnaissance will be limited to inspection from public right-of-ways as no landowner coordination is proposed at this time. The deliverable for this review would be a letter report summarizing the activities performed, findings, potential impacts to the project, and recommendations for further investigation/assessment as necessary.
5. Prepare Final Design Memorandum. A final design memorandum will be prepared summarizing the findings of the design evaluations, ISA, and the recommended final design criteria.
6. Prepare 60% Contract Documents. Preliminary plan and profile drawings will be prepared showing pipeline depth, connections, and manhole locations. A specification outline will be prepared.
7. Prepare 60% Estimate of Probable Construction Cost. Prepare 60% opinion of probable construction cost based on documents. ENGINEER shall use past project experience, equipment manufacturer’s quotes, and internal cost information to develop opinion of cost.
8. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 60% contract documents.
9. Submit 60% Contract Documents. ENGINEER shall submit eight (8) copies of the 60% Design Contract Documents to the CITY for review.
10. Conduct 60% Contract Documents Review Workshop. ENGINEER shall submit eight (8) copies of the 60% Design Contract Documents to the CITY for review. Attend one (1) half day workshop in Grand Island to review the documents with CITY Staff. All preliminary plan sets

will be on 11-inch by 17-inch size paper at half scale. Engineer shall provide an updated opinion of probable construction costs at the workshop.

Task 3.2 – Final Design – North Interceptor (7th Street to WWTP)

General

The scope of services for this amendment includes engineering services in connection with detailed design and bidding of the Phase 1A and Phase 1B North Interceptor Sewer (7th Street to WWTP). As outlined in these documents, the scope of services is based on the following additions, modifications, and/or changes to the North Interceptor:

Phase 1A – Seedling Mile Road to WWTP

Phase 1B – 7th Street to Seedling Mile Road

Task 3.2.1 – 90% Contract Document Development

Task 3.2.1.1 – 90% Contract Documents Development – Phase 1A

Task 3.2.1.2 – 90% Contract Document Development – Phase 1B

Objective: Prepare 90% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.
 - a. Produce project drawings that shall include, but not limited to: Phase 1A and 1B.
 - b. 1) Title Sheet, 2) Site Plans (if applicable), 3) Legends and Symbols Lists, 4) Black & Veatch Standard Detail Sheets, and 5) Construction Drawings 6) Plan and Profile Sheets as needed. A total of approximately 8 drawings are anticipated in the final set of drawings for Phase 1A and 8 drawings are anticipated in the final set of drawings for Phase 1B. It is anticipated that all drawings will be submitted for review with the 90% review documents. Plans will be prepared using B&V CAD standards.
 - c. Produce complete draft contract specifications document including: 1) CITY standard “front-end” contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, 2) CITY’s forms, 3) Black & Veatch Division 1 specifications, and 4) Black & Veatch Technical Specifications.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 90% contract documents.
3. 90% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 90% Design Contract Documents to the CITY for review. Attend one (1) half day workshop in Grand Island to review the documents with CITY Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. Engineer shall provide an updated opinion of probable construction costs at the workshop.

Task 3.2.2 – Final Contract Documents

Task 3.2.2.1 – Final Contract Documents Phase 1A

Task 3.2.2.2 – Final Contract Documents Phase 1B

Objective: Finalize contract documents for the construction of the PROJECT by a single General Contractor bidding on a unit price basis for one Phase 1A bid package and one Phase 1B bid package.

Subtasks:

1. Contract Plans and Specifications. Integrate CITY and internal quality control comments into contract documents to finalize bidding documents. Submit four (4) sets of documents including specifications, half size, and full sized plans, two (2) electronic copies in PDF format, and two (2) electronic copies of the drawings in AutoCAD 2008 format.
2. Prepare Final Opinion of Probable Construction Cost. Prepare final opinion of probable construction cost based on bidding documents. ENGINEER shall use past project experience, equipment manufacturer's quotes, and internal cost information to develop opinion of cost.
3. The ENGINEER shall assist in obtaining approval from the governmental authorities having jurisdiction over the design criteria of the PROJECT, consisting of any required correspondence and the attendance of one (1) meeting, if required, with the appropriate governmental agencies. ENGINEER shall prepare sealed documents for review by NDEQ. Incorporate comments as required in the final construction documents.

Task 3.3 – Bidding Phase Services – North Interceptor (7th Street to WWTP)

Task 3.3.1 – Bidding Phase Services Phase 1A

Task 3.3.2 – Bidding Phase Services Phase 1B

Objective: Provide bidding phase support services to the CITY during advertisement of the North Interceptor (7th Street to WWTP) project.

Subtasks:

1. Distribute Documents. Assist the CITY in establishing a bid opening date and distribute project drawings and contract specifications in accordance with CITY's procedures to all interested parties and clearinghouses. Document distribution may be on a third-party plan distribution website as approved by CITY.
2. Pre-Bid Conference. Assist with, at a date and time selected and a place provided by CITY, a pre-bid conference to:
 - a. Instruct prospective bidders and suppliers as to the types of information required by the Contract Documents and the format in which bids should be presented.
 - b. Review special project requirements and Contract Documents in general.
 - c. Receive requests for interpretations that will be issued to plan holders.
 - d. CITY personnel will prepare minutes of conference and issue to plan holders.
3. Answer Bidders Questions. Interpret questions from prospective bidders regarding the construction Contract Documents.

4. Prepare and Issue Addenda. Prepare addenda to the construction Contract Documents when required. CITY will issue any addenda to plan holders.
5. Evaluate Bids and Recommend Award.
 - a. Assist the CITY in reviewing the bids for completeness and accuracy.
 - b. Examine the questionnaire to identify any supplier whose equipment or materials may not conform to the construction Contract Documents. The list of subcontractors will also be reviewed.
 - c. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to CITY concerning qualifications of the apparent low bidder.
 - d. Assistance with bid protests and rebidding will be considered a supplemental service.
 - e. Prepare and distribute conforming copies of the construction Contract Documents. These services will include transmitting the construction Contract Documents to CITY for signature and distribution.

Task 3.4 – Construction Phase Services – North Interceptor (7th Street to WWTP) (To be included in a future amendment)

Task 3.5 – Resident Inspection Services During Construction – North Interceptor (7th Street to WWTP) (To be included in a future amendment)

Task 4.2 – Final Design – Lift Station #7, 4th to 5th Street / Eddy to Vine Street Rehabilitation, and South and West Sewer Interceptor Rehabilitation

General

The scope of services for this amendment includes engineering services in connection with detailed design and bidding of the collection system improvements as described in the final technical memorandums (TM) #5, #6, #7, and #7B dated March 2012 and the draft Design Memorandum currently being prepared. As outlined in these documents, the scope of services is based on the following additions, modifications, and/or changes to the collection system:

Lift Station #7

1. Remove existing masonry building and replace with a new masonry building above the existing lift station dry pit. The existing mechanical and electrical system will also be removed and replaced.
2. Remove existing pumps and piping from the dry pit and install new dry pit submersible pumps with variable frequency drives (VFD) and new piping. A mag flow meter will also be added to the effluent piping.
3. The site piping will consist of valving with a valve manhole and piping to connect the new effluent force main to the existing 8-inch, 6-inch and 4-inch force mains. A new bypass suction and bypass discharge line will also be added to the site piping.

4th Street to 5th Street / Eddy Street to Vine Street Sewer Rehabilitation

1. A new interceptor sewer line will be added along the south side of 5th Street from Eddy Street to the alley between 4th Street and 5th Street along Vine Street. The sewer line size will be between an 18-inch and 24-inch size line. The exact size will be determined during final design using the results of the sewer system modeling.
2. The existing 15-inch vitrified clay sewer line that is located in the alley between 4th Street and 5th Street from Eddy Street to Vine Street will be rehabilitated with a combination of spot repairs and the installation of a cured in place pipe (CIPP) liner.

South and West Sewer Interceptor Rehabilitation

1. The sewer pipe segments that are rated as “F” and “D” and several of the “C” segments as part of the sewer inspection addressed in TM’s #5 and #6 will be rehabilitated by a combination of spot repairs and the installation of a cured in place pipe (CIPP) liner.

Task 4.2.1 – 90% Contract Document Development – Lift Station #7, 4th to 5th Street / Eddy to Vine Street Rehabilitation, and South and West Sewer Interceptor Rehabilitation

Task 4.2.1.1 – Lift Station #7

Task 4.3.1.2 – 4th to 5th Street/Eddy to Vine Street Rehabilitation

Task 4.3.1.3 – South and West Interceptor Rehabilitation

Objective: Prepare 90% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.
 - a. Produce project drawings that shall include, but not limited to: Lift Station #7
 - 1) Title Sheet, 2) Site Plans (if applicable), 3) Legends and Symbols Lists, 4) Black & Veatch Standard Detail Sheets, and 5) Construction Drawings 6) Plan and Profile Sheets as needed. A total of approximately 15 drawings are anticipated in the final set of drawings for Lift Station #17, 18 drawings are anticipated in the final set of drawings for 4th to 5th Street / Eddy to Vine Street Rehabilitation, and 13 drawings are anticipated in the final set of drawings for South and West Sewer Interceptor Rehabilitation. It is anticipated that all drawings will be submitted for review with the 90% review documents. Plans will be prepared using B&V CAD standards.
 - b. Produce complete draft contract specifications document including: 1) CITY standard “front-end” contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, 2) CITY’s forms, 3) Black & Veatch Division 1 specifications, and 4) Black & Veatch Technical Specifications.

2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 90% contract documents.
3. 90% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 90% Design Contract Documents to the CITY for review. Attend one (1) half day workshop in Grand Island to review the documents with CITY Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop.

Task 4.2.2 – Final Contract Documents – Lift Station #7, 4th to 5th Street / Eddy to Vine Street Rehabilitation, and South and West Sewer Interceptor Rehabilitation

Task 4.2.2.1 – Lift Station #7

Task 4.2.2.2 – 4th to 5th Street/Eddy to Vine Street Rehabilitation

Task 4.2.2.3 – South and West Sewer Interceptor Rehabilitation

Objective: Finalize contract documents for the construction of the PROJECT by a single General Contractor bidding on a lump sum basis for Lift Station #7 and a unit price basis for 4th to 5th Street / Eddy to Vine Street Rehabilitation and South and West Sewer Interceptor Rehabilitation.

Subtasks:

1. Contract Plans and Specifications. Integrate CITY and internal quality control comments into contract documents to finalize bidding documents. Submit four (4) sets of documents including specifications, half size, and full sized plans, two (2) electronic copies in PDF format, and two (2) electronic copies of the drawings in AutoCAD 2008 format.
2. Prepare Final Opinion of Probable Construction Cost. Prepare final opinion of probable construction cost based on bidding documents. ENGINEER shall use past project experience, equipment manufacturer's quotes, and internal cost information to develop opinion of cost.
3. The ENGINEER shall assist in obtaining approval from the governmental authorities having jurisdiction over the design criteria of the PROJECT, consisting of any required correspondence and the attendance of one (1) meeting, if required, with the appropriate governmental agencies. ENGINEER shall prepare sealed documents for review by NDEQ. Incorporate comments as required in the final construction documents.

Task 4.3 – Bidding Phase Services – Lift Station #7, 4th to 5th Street / Eddy to Vine Street Rehabilitation, and South and West Sewer Interceptor Rehabilitation

Task 4.3.1 – Lift Station #7

Task 4.3.2 – 4th to 5th Street/Eddy to Vine Street Rehabilitation

Task 4.3.3 – South and West Sewer Interceptor Rehabilitation

Objective: Provide bidding phase support services to the CITY during advertisement of the three (3) separate projects.

Subtasks:

1. Distribute Documents. Assist the CITY in establishing a bid opening date and distribute project drawings and contract specifications in accordance with CITY's procedures to all interested parties and clearinghouses. Document distribution may be on a third-party plan distribution website as approved by CITY.
2. Pre-Bid Conference. Assist with, at a date and time selected and a place provided by CITY, a pre-bid conference to:
 - a. Instruct prospective bidders and suppliers as to the types of information required by the Contract Documents and the format in which bids should be presented.
 - b. Review special project requirements and Contract Documents in general.
 - c. Receive requests for interpretations that will be issued to plan holders.
 - d. CITY personnel will prepare minutes of conference and issue to plan holders.

A pre-bid conference will not be held for the South and West Sewer Interceptor Rehabilitation project.
3. Answer Bidders Questions. Interpret questions from prospective bidders regarding the construction Contract Documents.
4. Prepare and Issue Addenda. Prepare addenda to the construction Contract Documents when required. CITY will issue any addenda to plan holders.
5. Evaluate Bids and Recommend Award.
 - a. Assist the CITY in reviewing the bids for completeness and accuracy.
 - b. Examine the questionnaire to identify any supplier whose equipment or materials may not conform to the construction Contract Documents. The list of subcontractors will also be reviewed.
 - c. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to CITY concerning qualifications of the apparent low bidder.
 - d. Assistance with bid protests and rebidding will be considered a supplemental service.
 - e. Prepare and distribute conforming copies of the construction Contract Documents. These services will include transmitting the construction Contract Documents to CITY for signature and distribution.

Task 4.4 – Construction Phase Services - Lift Station #7, 4th to 5th Street / Eddy to Vine Street Rehabilitation, and South and West Sewer Interceptor Rehabilitation (To be included in a future amendment)

Task 4.5 – Resident Inspection Services During Construction - Lift Station #7, 4th to 5th Street / Eddy to Vine Street Rehabilitation, and South and West Sewer Interceptor Rehabilitation (To be included in a future amendment)

Task 5.2 – Final Design - WWTP Improvements

General

The scope of services for this amendment includes engineering services in connection with detailed design and bidding of the headworks improvements as described in the final technical memorandum (TM) #9 dated March 2012 and the draft Design Memorandum currently being prepared. As outlined in these documents, the scope of services is based on the following additions, modifications, and/or changes at the WWTP:

1. A new 44 mgd raw sewage pumping station facility with two fully-redundant reciprocating rake (climber-type) screens and screenings washer/compactors. Two 7 mgd and four 10 mgd submersible pumps are planned for a total capacity of 54 mgd. The pumping station would be designed to allow for replacement of the 7 mgd pumps with 10 mgd pumps for a total future capacity of 60 mgd. The pumping station would be located west of the Administration Building to minimize disruption to the existing plant operations and facilitate construction of new or relocated interceptors. One 36-inch forcemain for each set of three pumps is planned to allow for redundant forcemains. The wetwell would incorporate a divider wall to isolate one half of the wetwell for maintenance and a gate to allow operation as a single wetwell.
2. New masonry building would house the screens and electrical equipment for the new pumping station facility. A metal maintenance shelter would be considered above the wetwell.
3. New septage receiving area located adjacent to the new pumping station.
4. Rehabilitation of the existing raw sewage pumping station for plant drain and filtrate water only. The wetwell would be repaired and lined for corrosion protection while the influent channels would be abandoned and isolated from the wetwell. Two 500 gpm dry-pit submersible pumps are planned for conveying the plant drain and filtrate water to the new raw sewage pumping station.
5. Replacement of the existing Parshall Flume with a new meter vault to house magnetic flow meters from the two 36-inch force mains from the new raw sewage pumping station.
6. Replacement of the existing aerated grit basins with two new grit basins, each to be sized for 30 mgd of peak flow, which would provide the best low flow performance while providing full redundancy at peak daily flows.
7. Adjacent to the grit basins, a masonry building would house the grit pumps, grit dewatering (separation and classification equipment), drive-through container room, electrical room, and mechanical room.
8. New flow distribution structure to properly distribute effluent from the new grit basins to the existing Primary Clarifier No. 1, existing Primary Clarifier No. 2, future Primary Clarifier No. 3, and a bypass to the Mixed Liquor Pump Station/Aeration Basins.
9. New odor control system for the new screening facility, pumping station wetwell, and grit facility dewatering and container rooms.
10. Standby generator.

11. Site work, piping, electrical, plant control system, and utility improvements to support the new facilities.

Task 5.2.1 – 30% Contract Document Development

Objective: Prepare 30% complete contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans.
 - a. Produce project drawings that shall include, but not limited to: 1) Title Sheet, 2) Site Plans, 3) Legends and Symbols Lists, 4) Standard Detail Sheets, and 5) Construction Drawings as needed. A total of approximately 184 drawings are anticipated in the final set of drawings. Approximately 53 drawings will be submitted for review with the 30% review documents. A preliminary list of drawings and specifications is shown in Appendix A.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 30% contract documents.
3. 30% Design Development Review Workshop. ENGINEER shall submit ten (10) copies of the 30% Design Contract Documents to the CITY for review. Attend a one (1) two-day workshop in Grand Island to review the documents with CITY Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop.

Anticipated elements in the 30% Design Development Review Stage are as follows:

- Updated Process and Instrumentation Diagrams (P&IDs)
- Updated power distribution functional diagram
- Revised preliminary site arrangement drawings
- Major building and structure sections (CAD) showing equipment, structure, and piping
- Equipment Control Descriptions and revised Control System Block Diagram
- Building elevations
- Updated Opinion of Probable Cost and summary of Potential Scope Adjustments

Task 5.2.2 – 60% Contract Document Development

Objective: Prepare 60% complete contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.
 - a. Produce project drawings that shall include, but not limited to: 1) Title Sheet, 2) Site Plans, 3) Legends and Symbols Lists, 4) Standard Detail Sheets, and 5) Construction Drawings as needed. A total of approximately 184 drawings are anticipated in the final set of drawings. Approximately 147 drawings will be submitted for review with the 60% review documents.

- b. Produce contract specifications including: 1) CITY standard “front-end” contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, 2) CITY’s forms, 3) Division 1 specifications, and 4) Technical Specifications. Specifications developed for the 60% documents will include major equipment specifications, front-end documents, and the project requirements specification, including a draft sequence of construction. Submit front-end documents to CITY’s legal department for review and recommendations. A list of specifications is shown in Appendix A.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 60% contract documents.
3. 60% Design Development Review Workshop. ENGINEER shall submit ten (10) copies of the 60% Design Contract Documents to the CITY for review. Attend a one (1) two-day workshop in Kansas City to review the documents with CITY Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop.

Anticipated elements in the 60% Design Development Review Stage are as follows:

- Updated Process and Instrumentation Diagrams (P&IDs)
- Remaining P&IDs for other processes or modifications to existing processes.
- Updated power distribution functional diagram
- Revised preliminary site arrangement drawings
- Updated major building and structure sections (CAD) showing equipment, structure, and piping
- Revised Equipment Control Descriptions and revised Control System Block Diagram
- Revised building elevations
- Structural sections
- Civil site/utility drawings
- Plumbing/HVAC plans and schedules
- Draft front-end documents and the project requirements specification
- Major equipment specifications
- Updated Opinion of Probable Cost and summary of Potential Scope Adjustments

Task 5.2.3 – 90% Contract Document Development

Objective: Prepare 90% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.
4. Produce project drawings that shall include, but not limited to: 1) Title Sheet, 2) Site Plans, 3) Legends and Symbols Lists, 4) Black & Veatch Standard Detail Sheets, and 5) Construction

Drawings as needed. A total of approximately 184 drawings are anticipated in the final set of drawings. It is anticipated that all drawings will be submitted for review with the 90% review documents. Plans will be prepared using B&V CAD standards.

5. Produce complete draft contract specifications document including: 1) CITY standard “front-end” contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, 2) CITY’s forms, 3) Black & Veatch Division 1 specifications, and 4) Black & Veatch Technical Specifications.
6. The ENGINEER shall assist in obtaining approval from the governmental authorities having jurisdiction over the design criteria of the PROJECT, consisting of any required correspondence and the attendance of one (1) meeting, if required, with the appropriate governmental agencies. ENGINEER shall prepare sealed documents at 90% level for review by NDEQ. Documents shall be labeled “For Review Only” to differentiate between review drawings and final drawings. Incorporate comments as required in the final construction documents.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 90% contract documents.
3. 90% Design Development Review Workshop. ENGINEER shall submit ten (10) copies of the 90% Design Contract Documents to the CITY for review. Attend a one (1) two-day workshop in Grand Island to review the documents with CITY Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop.

Anticipated elements in the 90% Design Development Review stage are as follows:

- Final Process and Instrumentation Diagrams (P&ID)
- Final power distribution functional diagram
- Final site arrangement drawings
- Major building and structure sections (CAD) showing equipment, structure, and piping
- Equipment Control Descriptions and final Control System Block Diagram
- Building elevations and architectural renderings
- Electrical duct bank layout and power/lighting plans
- Final civil site/utility drawings
- Final plumbing/HVAC plans and schedules
- Commodity specifications
- Instrumentation plans
- Instrumentation schedules and details
- Mechanical, electrical, and instrumentation specifications
- Electrical schematics and one-lines
- Plumbing schedules, plans, and riser diagrams
- Updated front-end documents, including all Division 1 specifications
- Revised major equipment specifications
- Remaining drawings and specifications
- Updated Opinion of Probable Cost and summary of potential scope adjustments

Task 5.2.4 – Final Contract Documents

Objective: Finalize contract documents for the construction of the PROJECT by single General Contractor bidding on a lump sum basis.

Subtasks:

1. Contract Plans and Specifications. Integrate CITY, State, and internal quality control comments into contract documents to finalize bidding documents. Submit four (4) sets of documents including specifications, half size, and full sized plans, two (2) electronic copies in PDF format, and two (2) electronic copies of the drawings in AutoCAD 2008 format.
2. Prepare Final Opinion of Probable Construction Cost. Prepare final opinion of probable construction cost based on bidding documents. ENGINEER shall use past project experience, equipment manufacturer's quotes, and internal cost information to develop opinion of cost.

Task 5.3 – Bidding Phase Services - WWTP Improvements

Objective: Provide bidding phase support services to the CITY during advertisement of the WWTP Improvements project.

Subtasks:

1. Distribute Documents. Assist the CITY in establishing a bid opening date and distribute project drawings and contract specifications in accordance with CITY's procedures to all interested parties and clearinghouses. Document distribution may be on a third-party plan distribution website as approved by CITY.
2. Pre-Bid Conference. Assist with, at a date and time selected and a place provided by CITY, a pre-bid conference to:
 - a. Instruct prospective bidders and suppliers as to the types of information required by the Contract Documents and the format in which bids should be presented.
 - b. Review special project requirements and Contract Documents in general.
 - c. Receive requests for interpretations that will be issued to plan holders.
 - d. CITY personnel will prepare minutes of conference and issue to plan holders.
3. Answer Bidders Questions. Interpret questions from prospective bidders regarding the construction Contract Documents.
4. Prepare and Issue Addenda. Prepare addenda to the construction Contract Documents when required. CITY will issue any addenda to plan holders.
5. Evaluate Bids and Recommend Award.
 - a. Assist the CITY in reviewing the bids for completeness and accuracy.

- b. Examine the questionnaire to identify any supplier whose equipment or materials may not conform to the construction Contract Documents. The list of subcontractors will also be reviewed.
- c. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to CITY concerning qualifications of the apparent low bidder.
- d. Assistance with bid protests and rebidding will be considered a supplemental service.
- e. Prepare and distribute conforming copies of the construction Contract Documents. These services will include transmitting the construction Contract Documents to CITY for signature and distribution.

Task 5.4 – Construction Phase Services - WWTP Improvements (To be included in a future amendment)

Task 5.5 – Resident Inspection Services During Construction - WWTP Improvements (To be included in a future amendment)

All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF GRAND ISLAND, NEBRASKA

BLACK & VEATCH CORPORATION

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION 2012-111

WHEREAS, on May 23, 2011 the City of Grand Island solicited Requests for Statement of Qualifications for professional consulting engineering services for the Wastewater Treatment Plant and Collection System Rehabilitation; and

WHEREAS, on October 4, 2011 through a City Council Study Session; City Staff, along with the engineering firm Black & Veatch of Kansas City, Missouri presented the need of the rehabilitation and the contractual process to hire a professional consulting engineer to provide services in Project Management, Collection System Master Planning and Planned Improvements in Northeast Interceptor sewer, and Collection System and Wastewater Treatment Rehabilitation; and

WHEREAS, on October 11, 2011, by Resolution No. 2011-307, City Council approved the agreement with Black & Veatch for such professional services to be performed at actual costs with an amount not to exceed \$1,121,160.00; and

WHEREAS, it has been determined that the initial agreement needs to be amended to allow for the continuation of the design effort to final design and bidding; and

WHEREAS, the negotiated Amendment No. 1 shall be performed at actual costs with a maximum amount of \$1,910,075.00, for a total agreement cost of \$3,031,235.00, and the fee for such professional consulting engineering services is considered fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 for professional consulting engineering services between the City of Grand Island and Black & Veatch of Kansas City, Missouri is hereby approved.

BE IT FURTHER RESOLVED, that division management, when deemed appropriate may enter into negotiations for amendment to the agreement to provide additional services; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item G13

#2012-112 - Approving Award of Proposal for Engineering Services Related to Emission Rate Testing at the Solid Waste Landfill

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: April 24, 2012

Subject: Approving Award of Proposal for Engineering Services
Related to Emission Rate Testing at the Solid Waste
Landfill

Item #'s: G-13

Presenter(s): John Collins, P.E., Public Works Director

Background

The Solid Waste Division of the Public Works Department is responsible for the operation of the city's 330 acre solid waste landfill. The landfill is in Hall County and located seven (7) miles north of Shelton, Nebraska at 19550 West Husker Highway, just east of the Hall/Buffalo County Line.

On March 14, 2012 a Request For Proposals (RFP) for engineering services related to emission rate testing at the landfill was advertised in the Grand Island Independent and sent to six (4) potential proposers.

As per NDEQ Title 132-Integrated Solid Waste Management Regulations and the Grand Island Regional Landfill operating permit #NE0210658, Tier II emission rate sampling, analysis, and reporting must be completed every five years.

Discussion

Four (4) proposals were received on April 10, 2012. The proposals were reviewed by Solid Waste Superintendent, Jeff Wattier; Public Works Engineer, Keith Kurz, P.E.; and Public Works Storm Water Technician, Scott Sekutera. G.N. Kuhn Engineering, LLC of Omaha, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP.

G.N. Kuhn Engineering, LLC will provide all engineering services to perform the Tier II emission rate testing, sampling, and analysis for submittal to the NDEQ for an amount not to exceed \$15,950.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the proposal by G.N. Kuhn Engineering, LLC of Omaha, Nebraska for an amount not to exceed \$15,950.00.

Sample Motion

Move to approve the proposal by G.N. Kuhn Engineering of Omaha, Nebraska.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING SERVICES FOR EMISSION RATE TESTING AT LANDFILL**

RFP DUE DATE: April 10, 2012 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: March 14, 2012

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

American Environmental Consulting, LLC
Littleton, CO

SCS Engineers
Overland Park, KS

Aquaterra Environmental Solutions, Inc.
Omaha, NE

G.N. Kuhn Engineering, LLC
Omaha, NE

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

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Interim Finance Director
Jeff Waiter, Solid Waste Supt.

P1548

AGREEMENT

THIS AGREEMENT made and entered into this 24th day of April, 2012, by and between G.N. Kuhn Engineering, LLC hereinafter called the Consultant, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of a **Request for Proposals for Emission Rate Testing at The Solid Waste Landfill for the City of Grand Island**, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Consultant submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the proposal with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached **Request for Proposals for Emission Rate Testing at The Solid Waste Landfill for the City of Grand Island** and in the attached proposal as Submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's proposal;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of **Fifteen Thousand Nine Hundred Fifty 00/100** Dollars (**\$15,950.00**) for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant 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 Consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the

finished product of attached **Request for Proposals for Emission Rate Testing at The Solid Waste Landfill for the City of Grand Island.**

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees 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 agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. 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 an agreement or sub agreement, 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 Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

G.N. KUHN ENGINEERING, LLC.

By _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

Jason Eley, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

G.N. KUHN ENGINEERING, LLC (GNK) ---
TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

The following sections present the Project Team's approach which includes the proposed Scope of Services and key project personnel. The project team does not anticipate significant deviations from the 2007 study. As such, the following sections are intended to demonstrate our understanding of the overall project effort.

Scope of Services

Task 100 – Sampling and Analysis Work Plan

GNK will prepare a Tier II NMOC Sampling and Analysis Plan for review by the City and the NDEQ. The work plan will include a detailed discussion of the proposed approach to the project including field methods, sampling procedures and protocols, landfill gas sample composite schemes, and sample handling and chain-of custody procedures.

In preparing the work plan, GNK will coordinate with the landfill personnel to obtain information regarding the actual surface area of the Old landfill and the current Subtitle D landfill in which the waste is older than two (2) years. GNK understands that during the previous Tier II NMOC testing, performed in 2007, samples were collected from approximately 30 acres of the old landfill and 26 acres of the existing Subtitle D facility. Therefore, this proposal and the work plan will be based on a minimum of 56 acres of landfill surface in addition to the landfill surface area that has become applicable to the Tier II testing requirements since 2007. A minimum of 2 sample probes per hectare (4 probes per every 5 acres) as required by 40 CFR 60.754(a)(3) will be installed as part of the sampling plan.

Task 200 – Landfill Gas Sampling Services

GNK will utilize the EPS direct-push, track-mounted Geoprobe® rig to hydraulically advance a regulatory required minimum of 45 monitoring probes (assuming samples collected over 56 acres) to a depth of approximately three (3) feet below the bottom of the landfill cover into the deposited waste. We understand that this is consistent with the 45 probes that were previously advanced in 2007.

Probes will be located in a grid pattern over the active and old landfills in a relatively uniform manner in order to collect a statistically representative composite sample. In general accordance with the field sampling protocol outlined in EPA Method 25C- Determination of NMOC in Landfill Gases, re-useable stainless steel probes will be driven approximately three (3) feet into the waste. The probe is sealed from the surface and a landfill gas sample is extracted through the probe for analytical laboratory testing. Following sample collection, the probe rod will be extracted and a bentonite clay seal will be placed in the probe penetration. An alternative to this is to use a 14-inch long stainless steel probe inserted through a probe rod and attached to Teflon tubing. The probe and tubing is then sealed in

G.N. KUHN ENGINEERING, LLC (GNK) ---
TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

place from the surface with hydrated bentonite. The Teflon tubing will extend beyond the ground surface for sampling.

One (1) landfill gas sample will be collected from each of the monitoring probes in general accordance with EPA Method 25C referenced above. Field readings will be recorded at the time of sample collection. These readings will include gas composition using a Landtec GEM 2000 and/or Landtec GEM 500 gas meter (oxygen and nitrogen or balance gas), pressure, and flow rate. Following purging and field screening activities, a minimum of 1 liter of landfill gas will be collected.

The presence of elevated nitrogen and oxygen indicate infiltration of ambient air into the landfill gas sample. If the "balance gases" are below 20 percent, the landfill gas will be considered representative of the site and a sample will be collected. If the "balance gases" are at or above 20 percent, but the oxygen content is below 5 percent the landfill gas will still be considered representative of the landfill gas and a sample will be collected. However, if the concentration of nitrogen and oxygen are greater than 20 percent and 5 percent, respectively, the sample is unacceptable. For this reason, GNK will assure that additional samples are collected at the time of the field activities to avoid the potential need to return to the site should any samples be deemed unacceptable during Task 300.

GNK anticipates that the landfill gas samples will be composited in the field utilizing a 3-to-1 ratio of equal volumes depending on the total number of probes. The composite samples will be collected in 6-liter Summa canisters and transported via express delivery to AAC laboratory. Samples will be submitted to the laboratory following standard GNK chain-of-custody procedures.

Task 300 – Laboratory Analysis

Similar to the 2007 Tier II study, landfill gas samples collected during Task 200 will be transported to AAC under a Chain-of-Custody document. Composite landfill gas samples will be analyzed for Total Gaseous NMOC using EPA Method 25C (triplicate injection) and the percent oxygen, nitrogen, carbon dioxide and methane will be determined using EPA Method 3C (duplicate injection).

Task 400 – Sampling Analysis Report

Following receipt of the laboratory analytical results, an average NMOC concentration reported, as NMOC (as hexane), will be calculated and the NMOC emission rate recalculated using the site specific NMOC concentration data. GNK will use the USEPA Landfill Gas Emissions Model Version 3.02 (LandGEM Model) to model landfill emissions over time and will prepare a Tier II NMOC Emission Sampling and Analysis report for the City's submittal to the NDEQ. The Tier II NMOC Emission Sampling and Analysis Report will include a summary of the testing activities, field observations, QA/QC, analytical results, conclusions and recommendations.

**G.N. KUHN ENGINEERING, LLC (GNK) ---
TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES**

PROPOSED SCHEDULE

GNK understands that the proposed Scope of Services must be completed no later than July 18, 2012 which includes the submittal of the final report to the NDEQ. Assuming receipt of an Authorization-to-Proceed by the RFP anticipated date of April 25, 2012, GNK is confident that we can complete the above Scope of Services on or before the desired deadline.

PROPOSED FEES AND AGREEMENT

GNK proposes to complete the above scope of services for the lump sum amount of Fifteen Thousand, Nine Hundred and Fifty Dollars and No Cents (\$15,950.00). Further, invoices will be submitted monthly based on the percentage of work completed for each event.

G.N. KUHN ENGINEERING, LLC (GNK) ---
TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES:** GNK will perform the services set forth in the proposal for this project, of which these terms and conditions are a part. Initiation of services by GNK will automatically incorporate these terms and conditions into this project.
2. **PAYMENTS:** GNK will submit invoices to client monthly and a final bill upon completion of services. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice and is past due 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by GNK relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by GNK.
3. **OWNERSHIP OF DOCUMENTS:** All documents prepared by GNK are considered instruments of service, and shall remain the property of GNK. Any reuse by client without written verification or adaptation by GNK for the specific purpose intended will be at client's sole risk and without legal liability or exposure to GNK.
4. **INSURANCE:** GNK will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** GNK will indemnify client for a loss, damage or injury to the extent a loss, damage or injury is caused by the negligent errors or omissions of GNK or any of its employees.
6. **LIMITATION OF LIABILITY:** GNK and client agree to allocate certain risks so that GNK's total aggregate liability to client is limited to \$50,000 or the fee for services, whichever is greater, and client hereby releases GNK from any liability above such amount. This applies to any loss and all injuries, damages, claims or expenses, including attorneys' fees and expert witness fees, arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, GNK's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort or statute.
7. **SAFETY:** GNK is not responsible or liable for injuries or damages incurred by third parties who are not employees of GNK. It is agreed that GNK is not responsible for job or site safety on this project. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
8. **THIRD PARTY RELIANCE:** All documents produced by GNK are for client's use only. At client's request, GNK may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to be bound by the terms and conditions in this Agreement between GNK and client.
9. **UTILITIES AND SUBTERRANEAN STRUCTURES:** GNK will take reasonable precautions to avoid causing damage to utilities and subterranean structures. GNK is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to GNK's attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
10. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, GNK will notify client and the parties will renegotiate the scope and price. GNK and client will promptly

G.N. KUHN ENGINEERING, LLC (GNK) ---
TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to, GNK will have the right to terminate this Agreement without penalty.

11. **DISPUTES:** If a dispute arises, GNK and client agree that they will make a reasonable, good faith effort to resolve the dispute prior to either commencing legal action. The parties agree to meet, on multiple occasions if necessary, with senior management who are authorized to act on their behalf participating.

12. **TESTING AND OBSERVATION SERVICES:** This section will apply if GNK is hired by client to provide a site representative for the purpose of testing or observing specific portions of the work. This work will not include supervision or direction of the actual work of any contractors, their employees or agents. We will observe the portion of the work we have been hired for and perform tests, the results being delivered to client, or others if directed by client. Even with very careful field testing and observation, client understands that field testing and observation is conducted to reduce, not eliminate, the risk of problems arising and that providing these services does not create a warranty or guarantee of any type.

13. **SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. Client must hire a professional surveyor if greater accuracy is required or desired. GNK reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

14. **ON SITE SERVICES:** Project site visits by GNK, or the furnishing of employees to work on the project, will not make GNK responsible for construction means, methods, techniques or procedures; or for any construction contractor's

failure to perform its work in accordance with the drawings and specifications.

15. **TERMINATION:** Services may be terminated by GNK or client by providing 7 days written notice in the event of substantial failure to perform in accordance with the terms herein. Client shall pay GNK all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by GNK in terminating the services.

16. **SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

17. **GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of GNK: place at GNK's disposal all available information pertinent to the project; GNK may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to GNK whenever client observes or otherwise becomes aware of any defect in GNK's services; and client will arrange for access to public and private property as required for GNK to provide its services.

18. **ENTIRE AGREEMENT—PRECEDENCE:** These terms and conditions and GNK proposal/report contain the entire agreement between GNK and client relative to the scope of services. All previous or contemporaneous agreements, representations, promises and conditions relating to GNK services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to GNK a purchase order, no preprinted terms thereon will become part of this Agreement. Said purchase order document, whether or not signed by GNK, shall be considered a document for client's internal management of its operations

**G.N. KUHN ENGINEERING, LLC (GNK) ---
TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES**

Respectfully Submitted,
G.N. Kuhn Engineering, LLC



Gary N. Kuhn, P.E.

Authorization-to-Proceed,
City of Grand Island, Nebraska

Designated Official



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER All American Insurance, Inc. 4951 S 155th St Omaha NE 68137		CONTACT NAME: Linda Leapley PHONE (A/C No. Ext): (402) 467-5355 FAX (A/C No.): (402) 467-5422 E-MAIL ADDRESS: lleapley@allamericanins.com	
INSURED Gary N Kuhn, P.E. 5718 S 166th St Omaha NE 68135		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1231916081 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		Pending	3/19/2012	3/19/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Pending	3/19/2012	3/9/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CITY OF GRAND ISLAND CITY HALL 100 EAST FIRST ST GRAND ISLAND, NE 68802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Ben Struyk/WES2

ACORD 25 (2010/05)
INS025 (201005).01

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RESOLUTION 2012-112

WHEREAS, the City Of Grand Island invited proposals for engineering services related to Emission Rate Testing at the Solid Waste Landfill, according to the Request Proposals on file with the Solid Waste Division of the Public Works Department; and

WHEREAS, on April 10, 2012 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, G.N. Kuhn Engineering, LLC, of Omaha, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum of \$15,950.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of G.N. Kuhn Engineering, LLC, of Omaha, Nebraska for engineering services for Emission Rate Testing at the Solid Waste Landfill is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item I1

#2012-113 – Consideration of Request from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street for an Addition of a Sidewalk Café to Class “I-86925” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2012-113

WHEREAS, an application was filed by The Chocolate Bar, Inc., doing business as The Chocolate Bar, 116 West 3rd Street for a 7' x 19' addition to the south side of their building relative to their Class "I-86925" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 14, 2012, such publication cost being \$17.26; and

WHEREAS, a public hearing was held on April 24, 2012, 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 for a 7' x 19' addition 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: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item I2

#2012-114 - Consideration of Blight and Substandard Study Area No. 9

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

Staff Contact: Chad Nabity

RESOLUTION 2012-114

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Gordman Grand Island LLC has caused to be prepared a Blight and Substandard Study for an area located south of Capital Avenue, west of Webb Road, north of State Street and east of U.S. Highway 281 referred to as Area No. 9; and

WHEREAS, Marvin Planning Consultants completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, the Gordman Grand Island LLC and Marvin Planning Consultants presented such study to the Grand Island City Council on March 26, 2012 and

WHEREAS, on March 26, 2012 the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and recommended approval of such study at its April 4, 2012 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on April 24, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 9 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item J1

Approving Payment of Claims for the Period of April 11, 2012 through April 24, 2012

*The Claims for the period of April 11, 2012 through April 24, 2012 for a total amount of \$3,745,626.54.
A MOTION is in order.*

Staff Contact: Jave Monter



City of Grand Island

Tuesday, April 24, 2012

Council Session

Item X1

Strategy Session with Respect to Collective Bargaining (IBEW Local 1597 – Wastewater, Service/Clerical, Finance, Utilities).

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: Brenda Sutherland