
City of Grand Island



Tuesday, August 14, 2012
Council Session Packet

City Council:

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

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 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

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, August 14, 2012

Council Session

Item C1

Recognition of Patti Buettner, Parks and Recreation Secretary for 30 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Patti Buettner, Parks and Recreation Secretary for 30 years of service with the City of Grand Island. Ms. Buettner was hired on August 9, 1982 as a Clerk III, was promoted to Recreation Assistant on July 25, 1985, Promoted to Administrative Secretary on August 3, 1993 and to her current position as Parks and Recreation Secretary on November 11, 1996. We congratulate and thank Ms. Buettner for her dedication and service to the City of Grand Island.

Staff Contact: Mayor Jay Vavricek

Thirty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

PATRICIA BUETTNER

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With

City of
GRAND



ISLAND

Todd McCoy
Department Director

[Signature]
Mayer

8/1/12
Date

7-25-12
Date

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City of Grand Island

Tuesday, August 14, 2012

Council Session

Item C2

Recognition of Grand Island Police Department for Receiving the UPRR Safety Spike Award from the Union Pacific Railroad.

The Mayor and Council will recognize the Grand Island Police Department for receiving the Golden Safety Spike Award from the Union Pacific Railroad. The Grand Island Police Department was recognized on July 30th by the Union Pacific Railroad for the Department's continuing efforts to keep the railroad right of way safe in Grand Island. Railroad Police Department agents Brian Bentzinger and Michael Wilson presented the Department with a UPRR Safety Spike Award. Agents Bentzinger and Wilson expressed their appreciation for the support the Police Department gives to their agents when they are in Grand Island and for the Department's enforcement efforts on the railroad right of way.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item C3

Recognition of the Grand Theatre Redevelopment

The Mayor and City Council will recognize the renovation efforts at the Grand Theatre. The \$900,000 renovation included new carpet, a new vitrolite tile facade, a basement museum, a new projector, and a new neon sign. The Grand now looks more like it did when it originally opened on May 7, 1937.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item E1

Public Hearing on Request from Roger Luebbe for a Conditional Use Permit for a Parking Lot Located at 1311 South Stuhr Road

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: August 14, 2012

Subject: Request of Roger Lubbe and the Nebraska State Fair for Approval of a Conditional Use Permit to Allow the Use as a Parking Lot for Property at 1311 S. Stuhr Road

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

Presenter(s): Craig Lewis – Building Department Director

Background

This request is for approval of a conditional use permit to allow the property to be utilized as a parking lot. The 36 acre tract of land located east of Stuhr Road is an undeveloped tract of land and would be utilized as parking for the State Fair and possibly other events that would comply with the provisions of section 36-96 (B) (3). The property is currently zoned T-A Transitional Agriculture and as such a parking lot is not a listed permitted or conditional use. However, a public service facility is a listed conditional use and section 36-89 (E) allows temporary uses if approved by the City Council as a conditional use. Conditional uses as listed in the zoning code must be approved by the City Council after a finding that the proposed use promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Discussion

This proposal is to utilize the undeveloped tract of land for parking as the provisions of section 36-96(B)(3) allow for tracts of land twenty acres or more used for seasonal events of not more than 14 consecutive days in duration to be exempt from providing required parking lot improvements.

The request is to allow parking for the State Fair and any similar event that would comply with the provision of the City code for the next 5 years.

Conditions for the approval of the tract might be a minimum 10' setback from the property line before any parking begins, limited access to the site in two drives as approved by the Public Works department, and any parking lot lighting provided shall

comply with the National Electric Code and be permitted and inspected by City electrical inspectors.

Alternatives

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

1. Approve the request for a Conditional Use Permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the request finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue

Recommendation

City Staff recommends that the Council approve the conditional use permit with the condition identified, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Utilize existing 36 acre parcel as parking area for Nebraska State Fair & similar events.
2. The owner(s) of the described property is/are: Midland Ag. Service
3. The legal description of the property is: Wash TWP PT W 1/2 23-11-9, 35.83 ac.
4. The address of the property is: Fonner Road & Stahr Road
5. The zoning classification of the property is: TA (Transitional agriculture)
6. Existing improvements on the property is: none
7. The duration of the proposed use is: 3-5 years
8. Plans for construction of permanent facility is: none
9. The character of the immediate neighborhood is: residential/agricultural
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Nebraska State Fair has discussed using the referenced parcel to provide parking for the annual state fair. The owner, Roger Luebke, has agreed with this request and has plans to possibly use the parcel for similar events in the future.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

7-19-2012
Date

308-302-8185
Phone Number

Roger L. Luebke
Owners(s)

1012 S. Shady Bend Road
Address

Grand Island NE 68801
City State Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.





City of Grand Island

Tuesday, August 14, 2012

Council Session

Item E2

Public Hearing on Acquisition of Utility Easement - 2302 Gateway Avenue - Slack & Shoemaker

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: August 14, 2012
Subject: Acquisition of Utility Easement – 2302 Gateway Avenue
Slack & Shoemaker
Item #'s: E-2 & G-4
Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Jimmy Slack and Suzanne Shoemaker located along the north property line of 2302 Gateway Avenue, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to locate an underground secondary electric line to replace an overhead line previously used. The Department is occupying the property now, where previously, only an overhead service was located. The property immediately adjacent to the north will also be fed from this line.

Alternatives

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

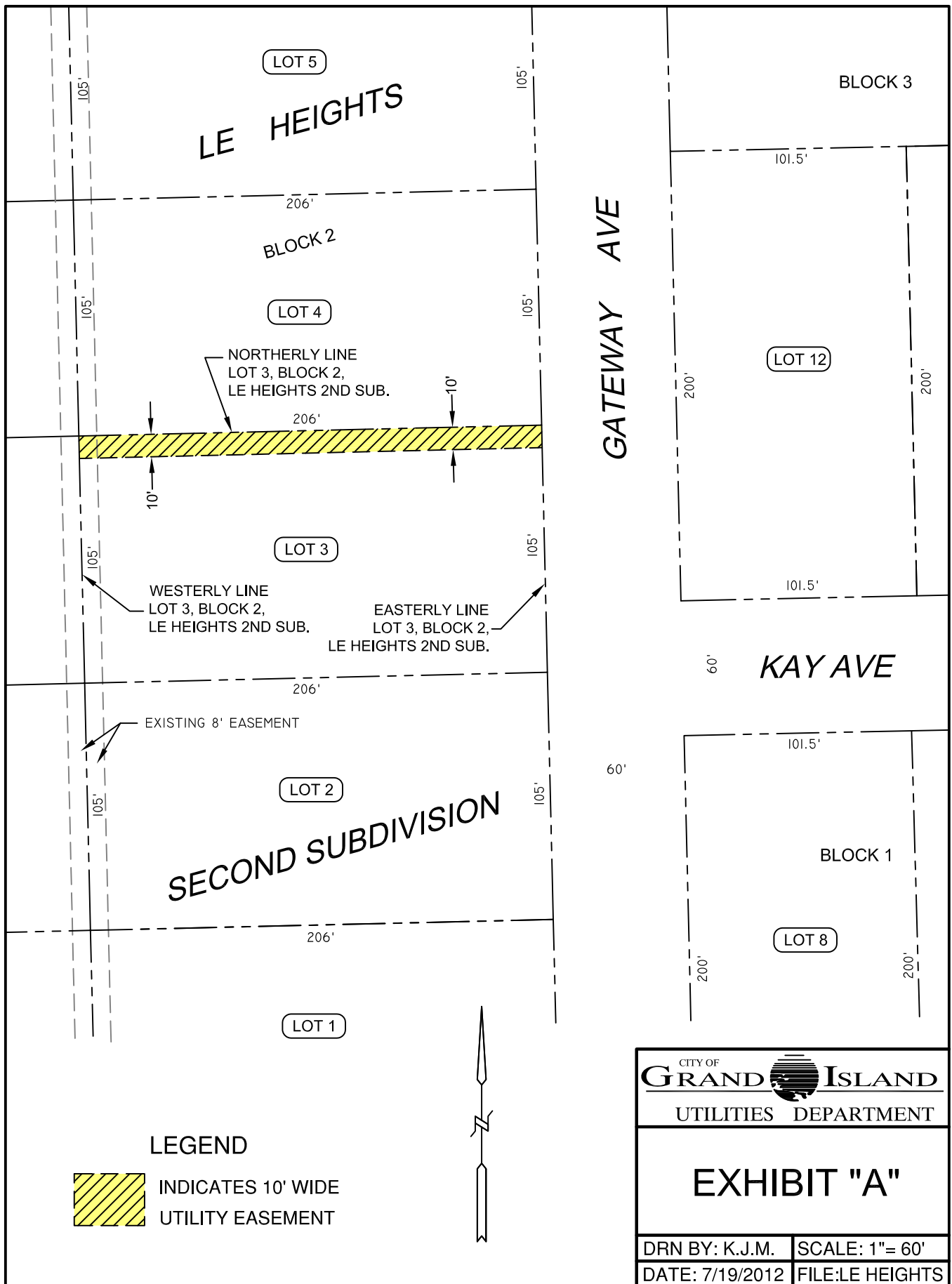
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, August 14, 2012

Council Session

Item E3

**Public Hearing on Utility Easement - East Side of Hwy. 30, North
of Reuting Road - EXETER 12153 DE, LLC**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 14, 2012

Subject: Acquisition of Utility Easement – East side of Highway 30, North of Reuting Road – Exeter 12153 DE, LLC (Crescent Electric Building)

Item #'s: E-3 & G-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of EXETER 12153 DE, LLC, located on the east side of Highway 30, north of Reuting Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to locate underground conduit, cable, and a three phase pad-mounted transformer to supply electrical service. A new building is being constructed at the site for Crescent Electric.

Alternatives

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

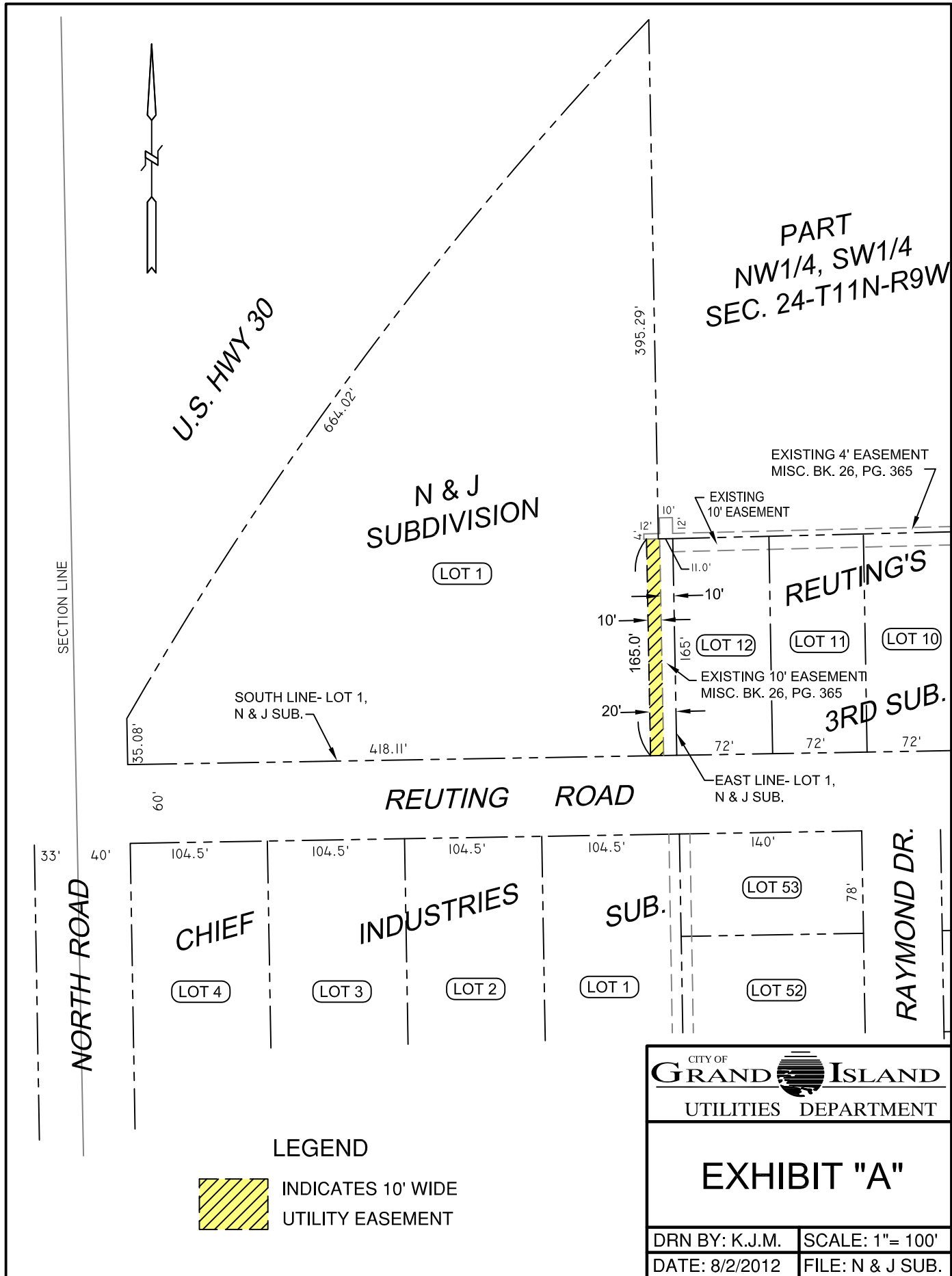
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, August 14, 2012

Council Session

Item E4

**Public Hearing on Redevelopment Area #10 for Property Located
East of South Locust Street and South of Bismark Road**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 14, 2012

Subject: Proposed Blighted and Substandard CRA Area No. 10

Item #'s: E-4 & G-13

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

Background

Larry Fowle, commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 10 to be prepared by Marvin Planning Consultants of David City, Nebraska. The study area includes approximately 7.5 acres referred to as CRA Area No. 10. The study focused on property in southeast Grand Island between Bismark Road and Phoenix Street and along Kimball and Oak Street. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

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.

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.

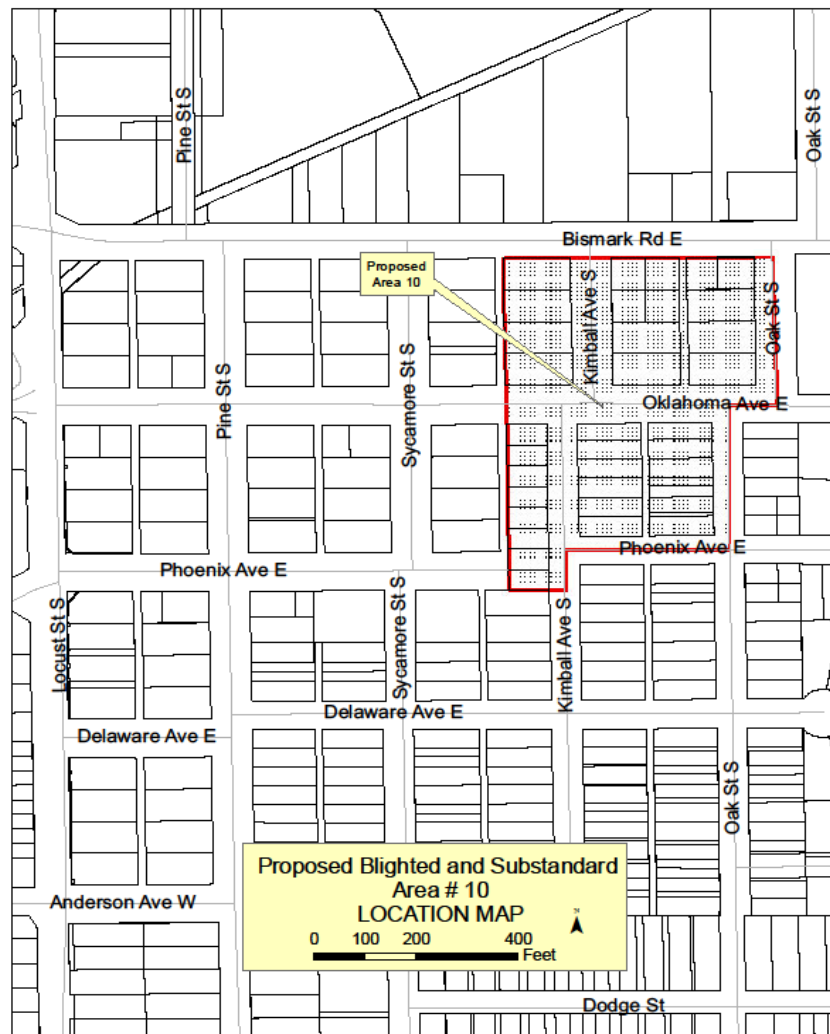


Figure 1 Redevelopment Area 10 includes all properties within the area.

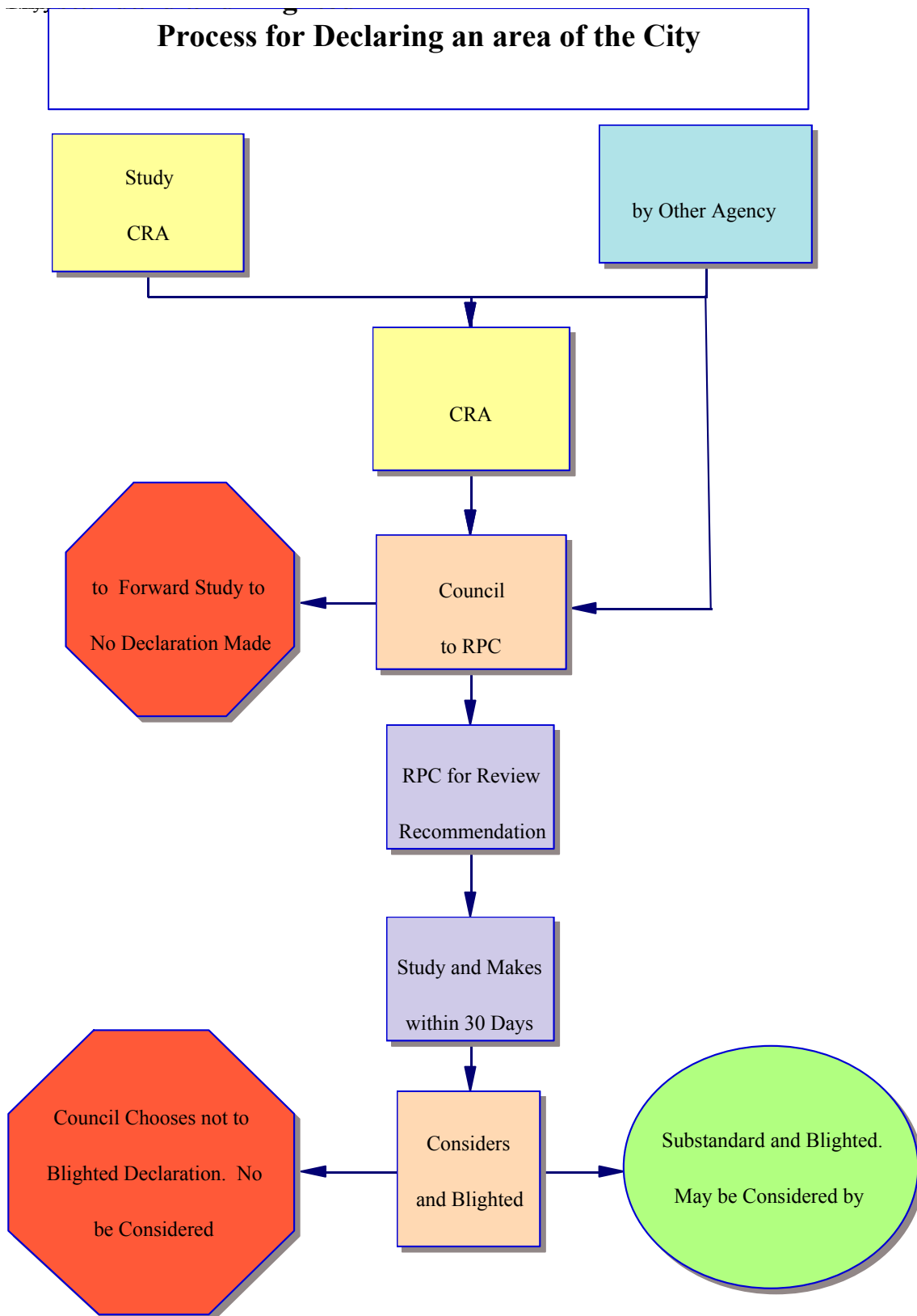


Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

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.

- Substantial number of deteriorating structures
 - 50.0% of the structures identified within the Study Area, were deemed to be in a state of deterioration or dilapidation
- Deterioration of site or other improvements
 - A large amount of sidewalk either in a deteriorated state or missing from properties.
 - There is a significant amount of lineal feet of streets that are deteriorating or dilapidated.
 - Deteriorating curb and gutter does and/or will continue to become worse in condition and ultimately will begin to negatively impact drainage in the study area.
- Average age of structures is over 40 years of age
 - Within the Study Area 94.7% of the structures meet the criteria of 40 years of age or older.

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

- Defective/Inadequate street layouts,
- Faulty lot layout,
- Insanitary or unsafe conditions,
- Defective or unusual condition of title,
- 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,
- Tax or special assessment exceeding the fair value of the land,
- Diversity of ownership.
- Improper Subdivision or obsolete platting
- Existence of conditions which endanger life or property by fire and other causes,
- The area has had either a stable or decreasing population based upon the last two decennial censuses,
- Unemployment in the designated area is at least one hundred twenty percent of the state or national average,
- Combination of such factors, substantially impairs or arrests the sound growth of the community, and
- Per capita income of the area is lower than the average per capita income of the city

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

Besides structural conditions of the buildings in the Study Area, age of these structures is another contributing factor to the substandard conditions in the 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.

Within the study area there is a total of 38 structures. After researching structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (5.3%) structures were determined to be less than 40 years of age
- 36 (94.7%) structures were determined to be 40 years of age or older

Overall, 94.7% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 3 for the locations of the structures.

Due to the age of the structures in the corporate limits, age of structures 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 #10

Blight Study Area #10 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Substantial number of deteriorating structures
- Deterioration of site or other improvements
- Average age of structures is over 40 years of age

Substandard Conditions

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

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #10

Blight Study Area #10 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Substantial number of deteriorating structures
- Deterioration of site or other improvements
- Average age of structures is over 40 years of age

Substandard Conditions

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

CONCLUSION

Based upon the issues and conditions indicated from the survey of this area, there is sufficient criteria present to declare Area #10 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.

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 July 11, 2012. 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

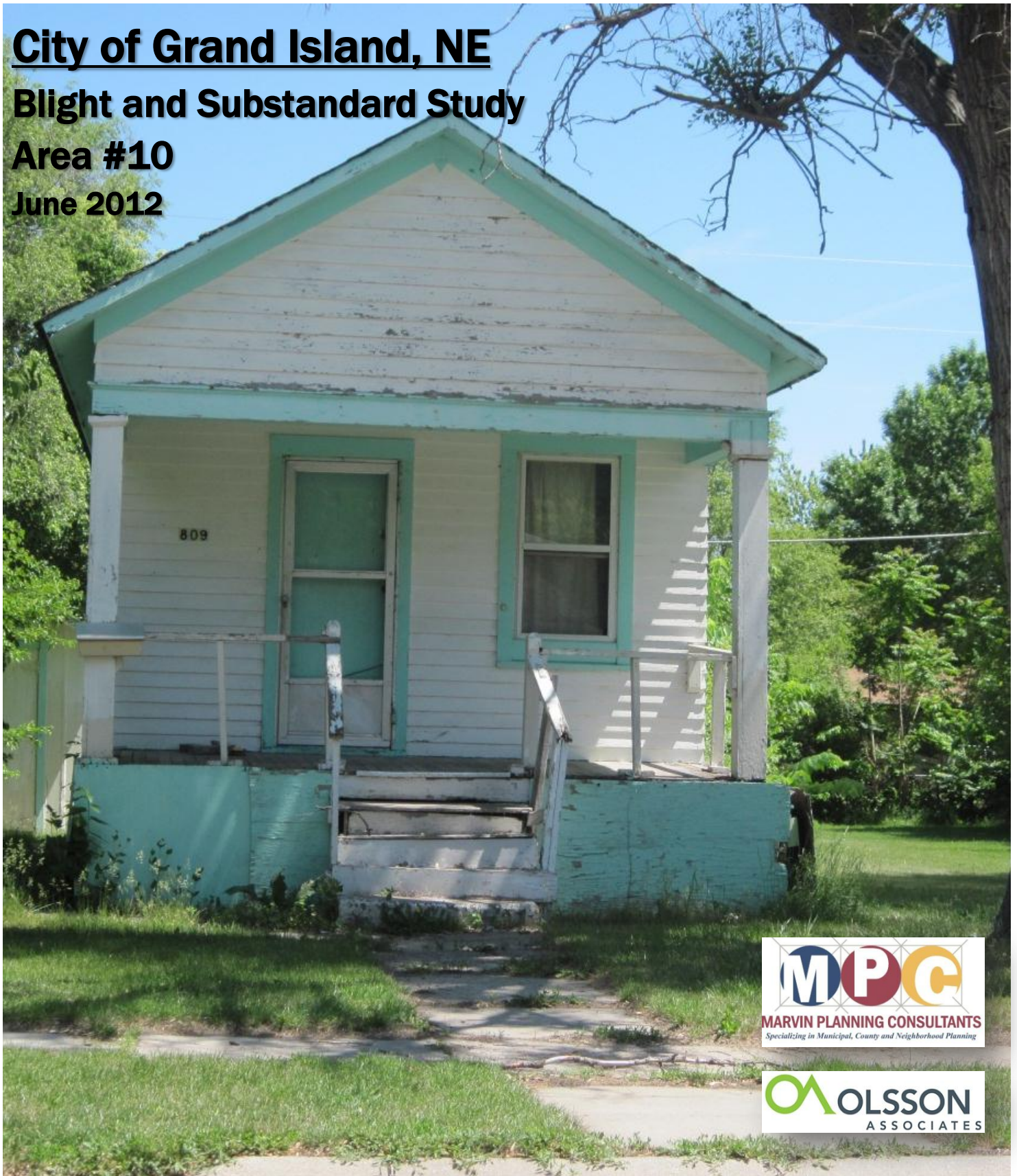
A motion was made by Hayes and seconded by Reynolds to recommend approval of the Substandard and Blighted Area Designation for Redevelopment Area No. 10 in Grand Island, Nebraska Study as presented based on the study prepared for Larry Fowle by Marvin Planning Consultants.

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

Sample Motion

Move to approve the Substandard and Blight Designation for Redevelopment Area No. 10 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 #10
June 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 a meandering boundary; the area is also bounded on two sides by properties that have been declared as blighted and substandard in the past.

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

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

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

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

Blight and Substandard are defined as the following:

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

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

percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the 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.

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

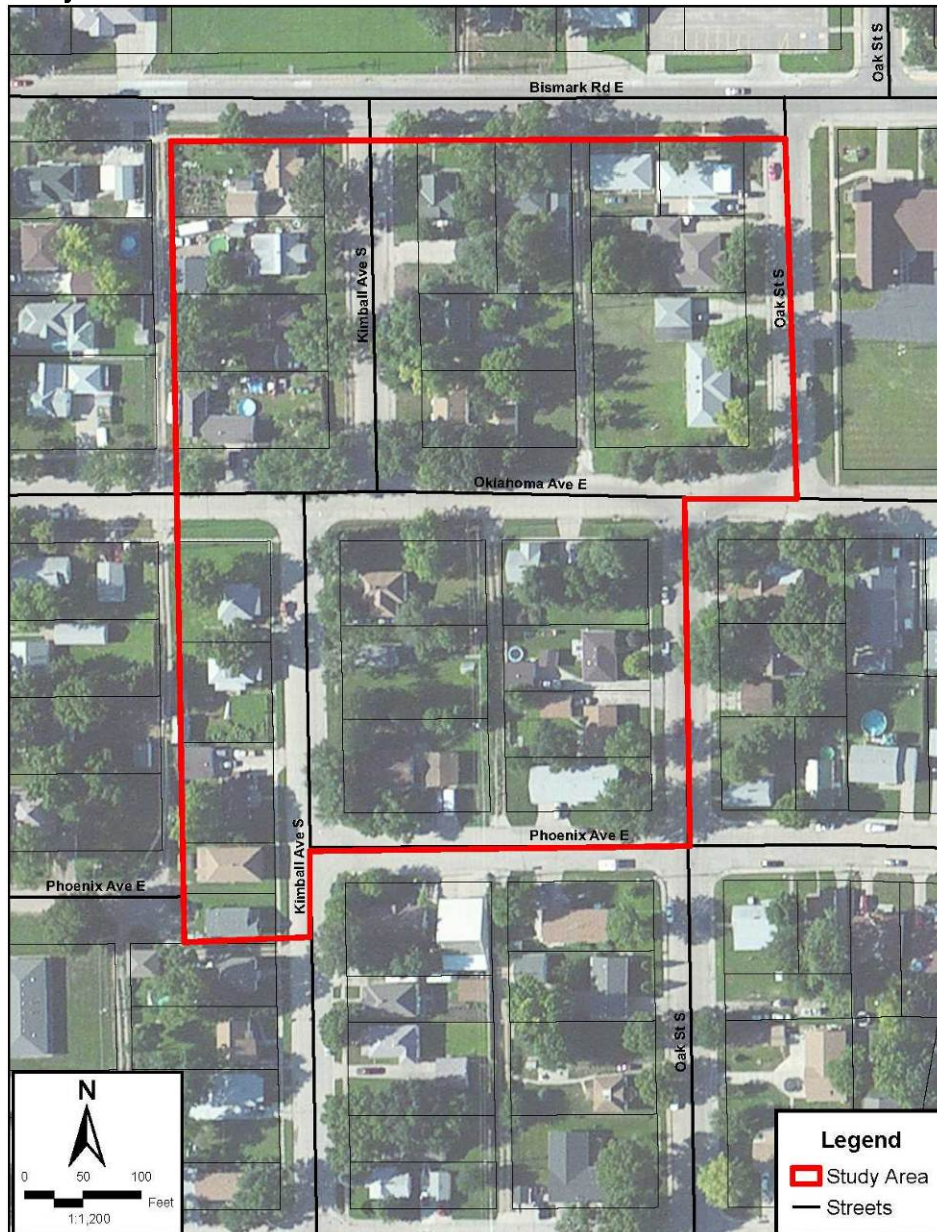
This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include residential dwelling units both single-family and multi-family.

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 NORTHWEST CORNER OF LOT 1, BLOCK 3, SOUTH GRAND ISLAND; THENCE EASTERLY ALONG THE NORTH PROPERTY LINE OF LOT 1, BLOCK 3, SOUTH GRAND ISLAND AND CONTINUING EASTERLY ALONG THE NORTHERN PROPERTY LINES UNTIL INTERSECTING THE CENTERLINE OF OAK STREET S; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE INTERSECTION OF THE CENTERLINES OF OAK STREET S AND OKLAHOMA AVENUE E; THENCE WESTERLY ALONG SAID CENTERLINE OF OKLAHOMA AVENUE E TO THE SOUTHERN INTERSECTION THE CENTERLINES OF OKLAHOMA AVENUE E AND OAK STREET S; THENCE SOUTHERLY ALONG SAID CENTERLINE OF OAK STREET S TO THE INTERSECTION OF CENTERLINES FOR OAK STREET S AND PHOENIX AVENUE E; THENCE WESTERLY ALONG SAID CENTERLINE OF PHOENIX AVENUE E TO THE INTERSECTION OF THE CENTERLINES OF PHOENIX AVENUE E AND KIMBALL AVENUE S; THENCE SOUTHERLY ALONG SAID CENTERLINE OF KIMBALL AVENUE S TO THE EXTENDED SOUTH PROPERTY LINE OF LOT 55 IN HAWTHORNE ADDITION; THENCE WESTERLY ALONG SAID EXTENDED SOUTH PROPERTY LINE TO THE SOUTHWEST CORNER OF SAID LOT 55 IN HAWTHORNE ADDITION; THENCE NORTHERLY ALONG THE WEST PROPERTY LINE OF LOT 55 IN HAWTHORNE ADDITION AND EXTENDING NORTHERLY TO THE POINT OF BEGINNING.

Figure 1
Study**Area****Map**

Source: City of Grand Island

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. The Study Area is 100% residential with the exception of the local streets and sidewalks serving the study area.

Figure 2



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 38 primary and accessory structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (5.3%) units were determined to be less than 40 years of age
- 36 (94.7%) units were determined to be 40 years of age or older

Overall, 94.7% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 3 for the locations of the structures.

Due to the age of the structures in the study area, age of structures would be a direct contributing factor.

Structural Conditions

Where structural conditions were evaluated, structures were either rated as: Excellent, Average, Deteriorating, or Dilapidated. The following are the definitions of these terms:

No Problem/ Average Conditions

- No structural or aesthetic problems were visible, or
- Slight damage to porches, steps, roofs etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window sills and frames.

Deteriorating Conditions

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, or roof (up to 1/4 of wall or roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked window panes,
- Some rotted or loose windows or doors (no longer wind- or water-proof), and
- Missing bricks, or cracks, in chimney or makeshift (uninsulated) chimney.

Dilapidated Conditions

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood or storm, and



- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

These are criteria used to determine the quality of each structure in the Study Area.

In a recent conditions survey, the structures within the study area were rated. Within the study area there are a total of 26 primary structures and 12 accessory structures. Accessory structures were rated due to the fact that they were visible from the public right-of-ways.

After reviewing the overall conditions of the structures in the corporate limits portion include:

- 16 (50.0%) structures rated as adequate
- 13 (40.6%) structures rated as deteriorating
- 3 (9.4%) structures rated as dilapidated

Overall, 50.0% of the structures in this portion of the area are in a state of disrepair. The data are available for inspection; however, for purposes of this study, Figure 4 only shows the data on a ½ block level as opposed to structure. However, if there were several structures deemed to be deteriorating or dilapidated then the entire block was downgraded.

Only one ½ block (16.7%) in the study area was rated as adequate; while four ½ blocks (66.6%) were deteriorating; finally one ½ block (16.7%) was deemed to be dilapidated. For purposes of this study there is approximately 83.3% of the block area within the Study Area that has deteriorating or dilapidated structures.

The remaining 16.7% was considered as "Adequate".

Due to the state of disrepair of a number of properties in the area, the conditions represent conditions which are Dangerous to conditions of life or property due to fire or other causes.

Figure 3
Structural

Age

Map



Source: Marvin
Planning Consultants
and Olsson
Associates, 2012

Sidewalk Conditions

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

Within the study area there is approximately 2,612 lineal feet of sidewalk. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the corporate limits:

- 497 (19.0%) lineal feet of adequate sidewalk
- 1,333 (51.0%) lineal feet of deteriorating sidewalk
- 781 (20.0%) lineal feet of no sidewalk.
- There was no sidewalk deemed to be dilapidated.

Overall, 71.0% of the sidewalks are in either a deteriorating state or completely missing. Missing sidewalk is as bad as dilapidated or deteriorating sidewalk since there is no safe place to walk other than across someone else's property or in the street. See Figure 5 for the locations of these sidewalks.

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



Street Conditions

The street conditions were analyzed in the Study Area including both the incorporated areas and the unincorporated portions of the area. The streets were also rated on four categories; adequate, deteriorating, dilapidating, and missing completely. The following is the breakdown by corporate limits and county industrial park.

Within the study area there is approximately 2,596 lineal feet of street. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- 1,755 (67.6%) lineal feet of adequate street
- 306 (11.8%) lineal feet of deteriorating street
- 535 (20.6%) lineal feet of dilapidated street

Overall, 32.4% of the streets are in either in a deteriorating or dilapidated state. See Figure 6 for the locations of these streets.

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



Curb and Gutter

Curb and Gutters have a number of direct and indirect roles in neighborhoods. Their primary functions is to be a barrier that collects and directs water, drainage. On a secondary level, they can help define where the streets



start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

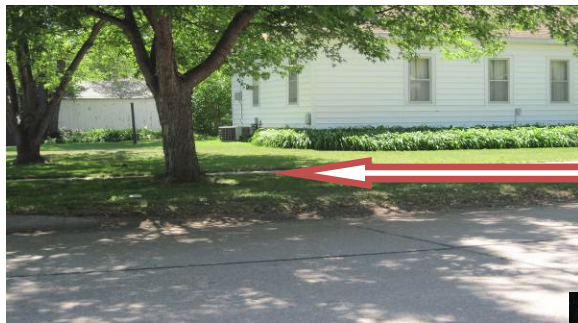
Curb and gutter for the Study Area will be examined similarly to streets and sidewalks. The curb and gutter will be graded as either adequate, deteriorating, dilapidated, or missing. In addition, curb and gutter will be examined based upon their location, within the incorporated area or within the county industrial park.

Within the corporate limits portion of the study area there is approximately 2,876 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- 1,262 (43.9%) lineal feet of adequate curb and gutter
- 1,613 (56.1%) lineal feet of deteriorating curb and gutter

Approximately 57% of the curb and gutters are in either a deteriorating state or are missing. See Figure 7 for the locations of these curb and gutter.

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



Poor curb and gutter and no sidewalk access to the street along one side of the intersection.

No sidewalk access running east and west.



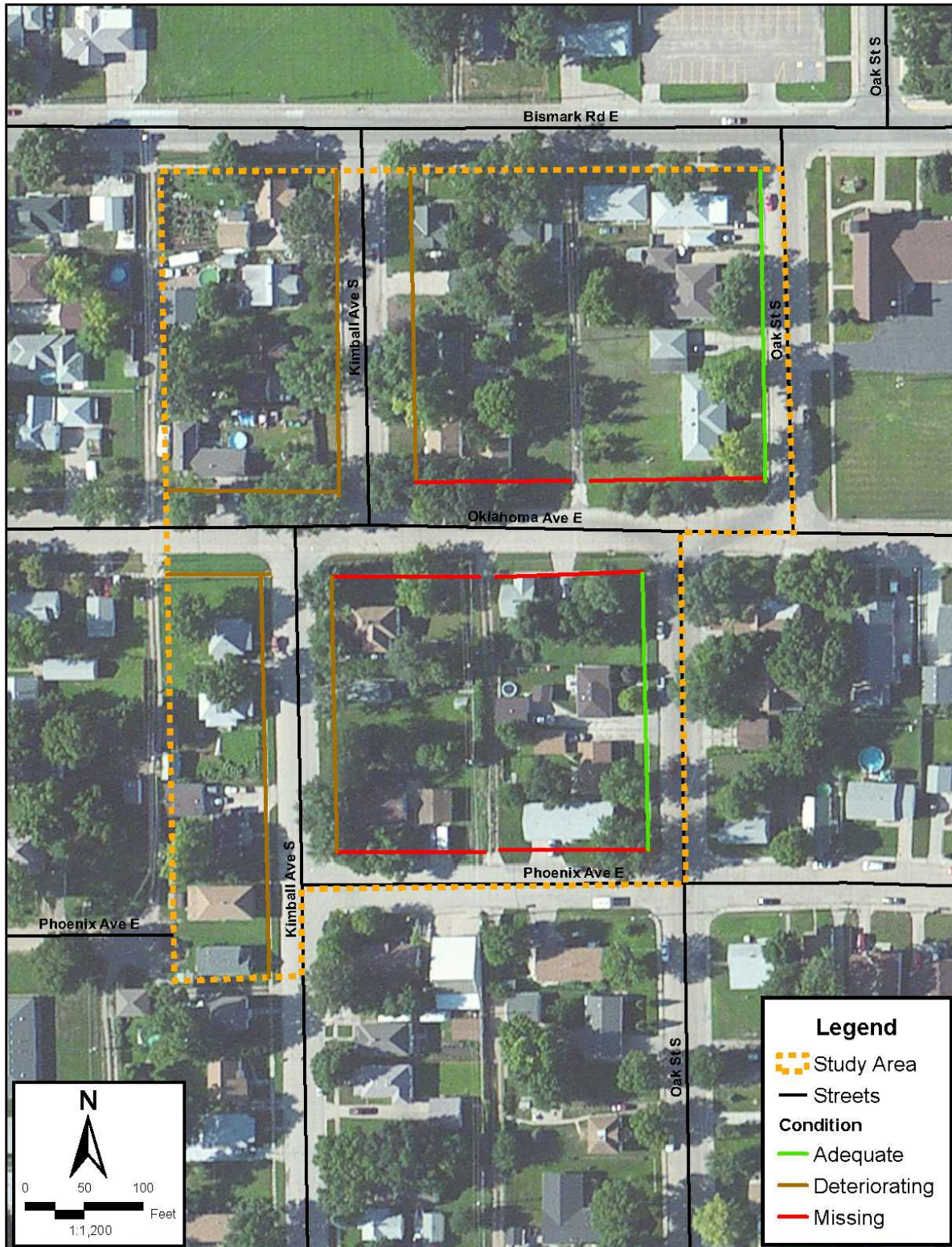
Figure 4
Structural Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2012

Figure 5
Sidewalk

Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2012

Figure 6
Street Conditions



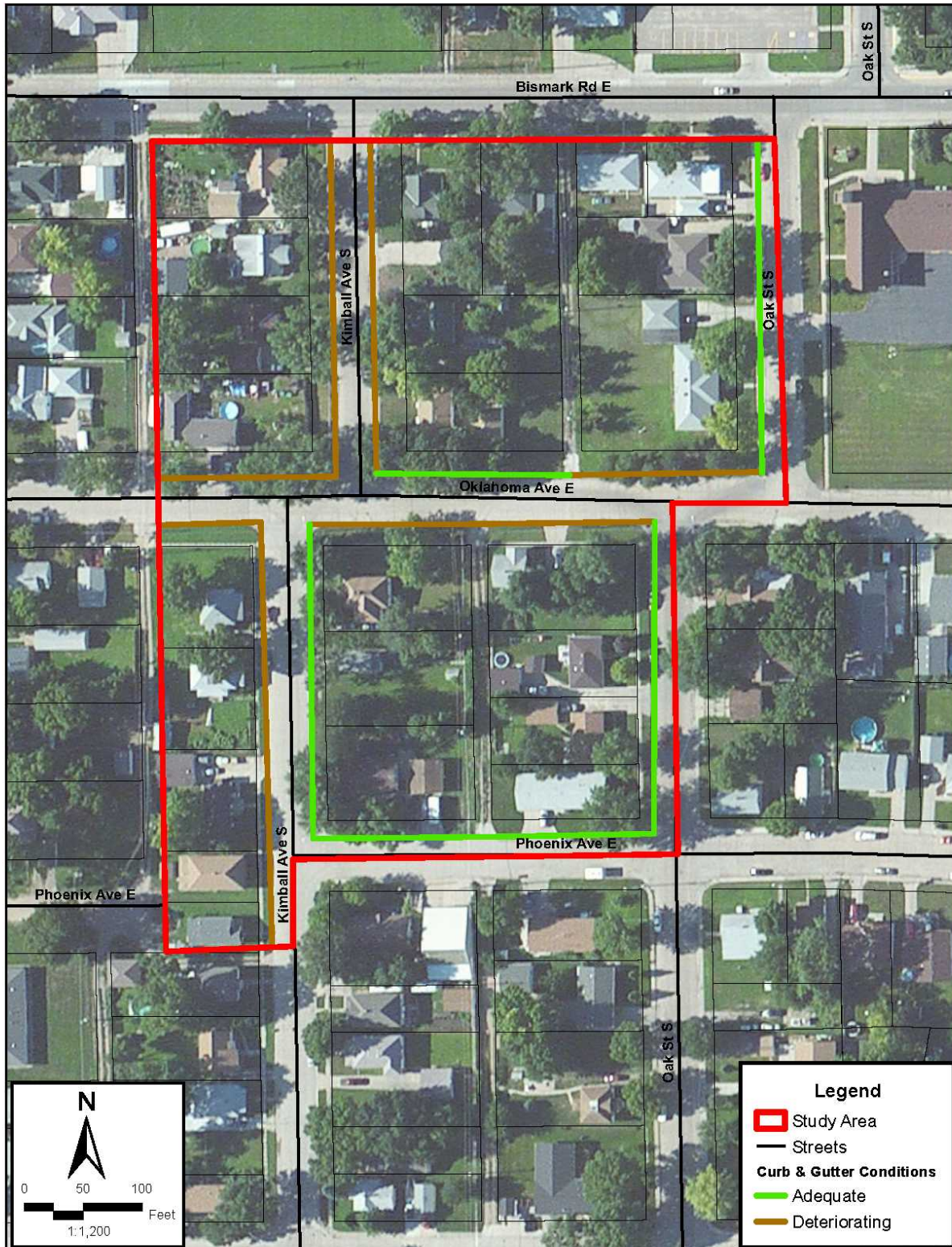
Source: Marvin Planning Consultants and Olsson Associates, 2012

Figure 7

City of Grand Island, Nebraska • June 2012

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Curb and Gutter Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2012

Blighting Summary

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

- Substantial number of deteriorating structures
 - 50.0% of the structures identified within the Study Area, were deemed to be in a state of deterioration or dilapidation
- Deterioration of site or other improvements
 - A large amount of sidewalk either in a deteriorated state or missing from properties.
 - There is a significant amount of lineal feet of streets that are deteriorating or dilapidated.
 - Deteriorating curb and gutter does and/or will continue to become worse in condition and ultimately will begin to negatively impact drainage in the study area.
- Average age of structures is over 40 years of age
 - Within the Study Area 94.7% of the structures meet the criteria of 40 years of age or older.

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

- Defective/Inadequate street layouts,
- Faulty lot layout,
- Insanitary or unsafe conditions,
- Defective or unusual condition of title,
- 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,
- Tax or special assessment exceeding the fair value of the land,
- Diversity of ownership.
- Improper Subdivision or obsolete platting
- Existence of conditions which endanger life or property by fire and other causes,
- The area has had either a stable or decreasing population based upon the last two decennial censuses,
- Unemployment in the designated area is at least one hundred twenty percent of the state or national average,
- Combination of such factors, substantially impairs or arrests the sound growth of the community, and
- Per capita income of the area is lower than the average per capita income of the city

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

Besides structural conditions of the buildings in the Study Area, age of these structures is another contributing factor to the substandard conditions in the 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.

Within the study area there is a total of 38 structures. After researching structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (5.3%) structures were determined to be less than 40 years of age
- 36 (94.7%) structures were determined to be 40 years of age or older

Overall, 94.7% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 3 for the locations of the structures.

Due to the age of the structures in the corporate limits, age of structures 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 #10

Blight Study Area #10 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Substantial number of deteriorating structures
- Deterioration of site or other improvements
- Average age of structures is over 40 years of age

Substandard Conditions

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

CONCLUSION

Based upon the issues and conditions indicated from the survey of this area, there is sufficient criteria present to declare Area #10 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, August 14, 2012

Council Session

Item E5

Public Hearing on Redevelopment Area #11 for Property Located South of Capital Avenue between Broadwell Avenue and Wheeler Avenue Encompassing the Veteran's Hospital

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 14, 2012
Subject: Proposed Blighted & Substandard Area No. 11
Item #'s: E-5 & G-14
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

Pridon LLC by RDG Planning and Design commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 11 to be prepared by RDG Planning and Design. The study area includes approximately 27 acres of property in north central Grand Island encompassing the Veterans Hospital Campus south of Capital Avenue between Broadwell and Wheeler. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

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.

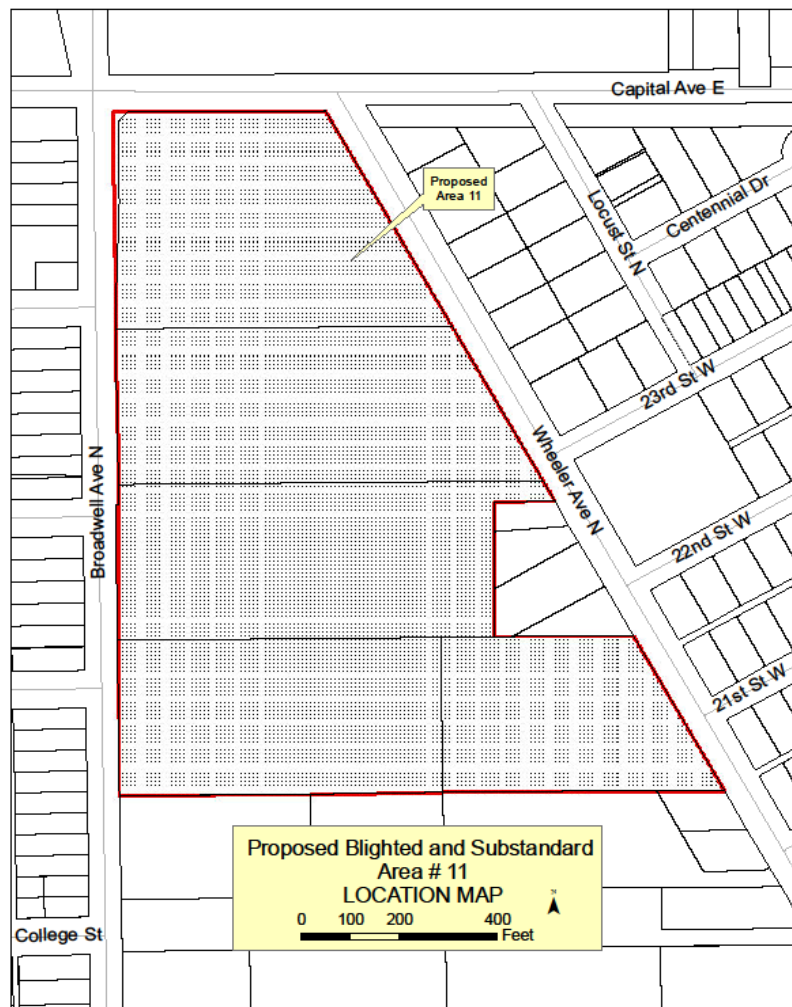


Figure 1 Redevelopment Area 11 includes all properties within the hatched area.

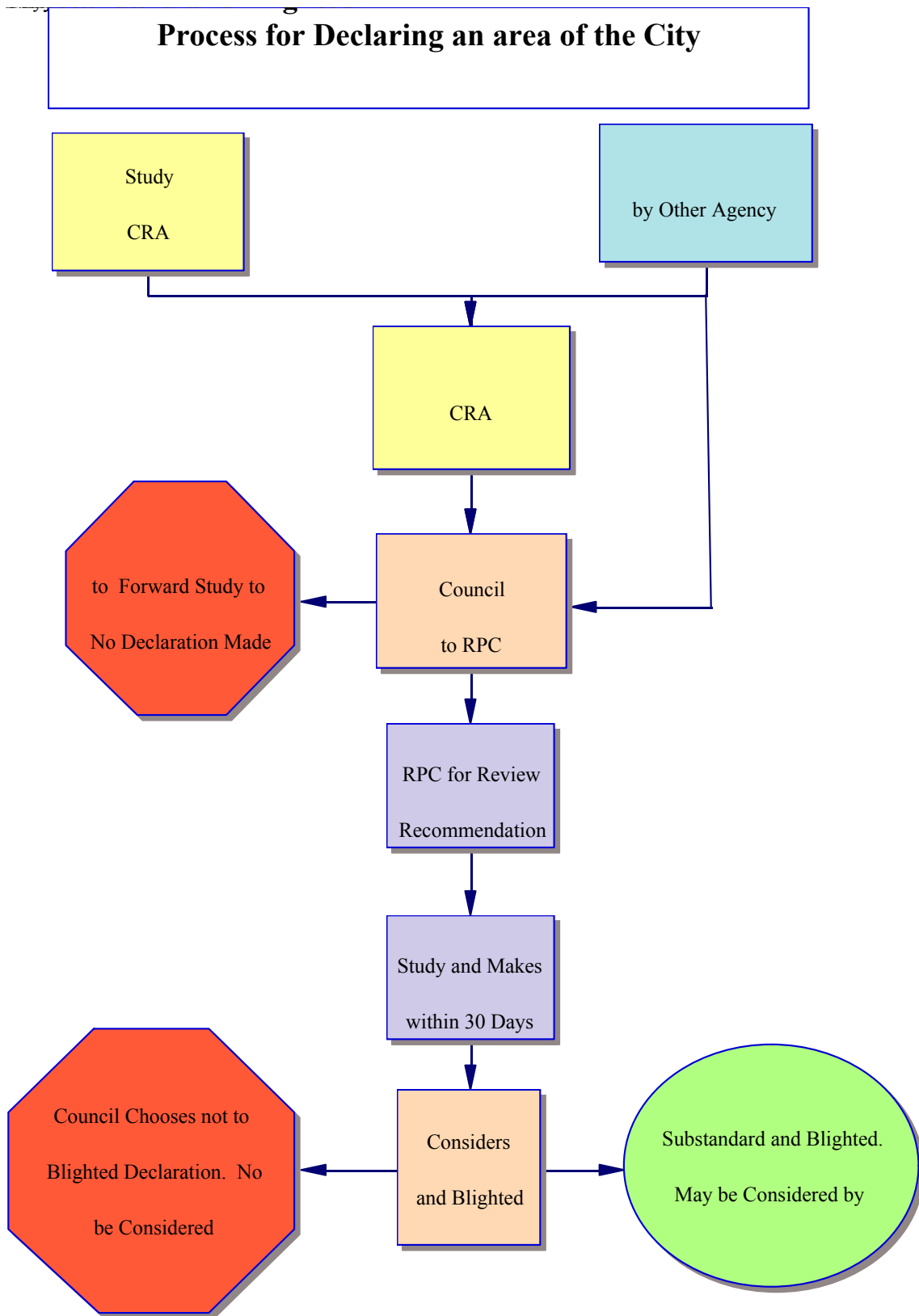


Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

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 in the study. Tables 1, 2 and 3 from the study as shown below provide a basis for approving the blighted and substandard designation.

Table 1: Objective Criteria for Blight Determination

1. Unemployment	No
2. Age of Units	Yes
3. Per Capita Income	Yes
4. Population	Yes
5. Unimproved Land	No

Table 2: Age of Structures in Block Group 1, Tract 3, Hall County, NE

Total Structures	281
Built Prior to 1970	194
Percent Built Prior to 1970	69.0%

*Source: U.S. Census Bureau,
2000, 2010*

Table 3: Subjective Criteria for Blight Determination

1. Presence of a substantial number of deteriorated or deteriorating structures	No
2. The existence of defective or inadequate street layout	No
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	Yes
4. Insanitary or unsafe conditions	Yes
5. Deterioration of site or other improvements	Yes
6. Diversity of ownership	No
7. Tax or special delinquency exceeding the fair value of the land	No
8. Defective or unusual conditions of title	Unknown

9. Improper subdivision or obsolete platting	Unknown
10. The existence of conditions which endanger life or property by fire and other causes	Yes
11. Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use	Yes

CONCLUSIONS

This study substantiates the presence of at least one of the objective criteria and one of the subjective criteria for designation as a blighted area set forth by Section 18-2103 of Nebraska Revised Statutes. Thus, the designated area is hereby determined to be eligible for a declaration of 'blighted and substandard', pursuant to the requirements of Section 18-2103 of Nebraska Revised Statutes.

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 July 11, 2012. 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 Ruge to recommend approval of the Substandard and Blighted Area Designation for Redevelopment Area No. 11 in Grand Island, Nebraska Study as presented based on the study prepared for Pridon LLC by RDG Planning and Design.

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

Sample Motion

Move to approve the Substandard and Blight Designation for Redevelopment Area No. 11 in Grand Island, Hall County, Nebraska finding the information in the study to be factual supporting such designation.

BLIGHT AND SUBSTANDARD AREA #11 DESIGNATION

For the Veterans Affairs CBOC site in Grand Island

City of Grand Island, Nebraska

**Prepared by
RDG Planning & Design
Omaha, Nebraska**

June, 2012

This study considers the presence of blighted or substandard conditions in the study area located in the City of Grand Island, pursuant to the requirements of Section 18-2103 of the Nebraska Revised Statutes.

GEOGRAPHY OF THE SITE

Beginning at the southeasterly corner of the intersection of Capital Avenue and Broadwell Avenues, thence, in an easterly direction, following the southerly line of Capital Avenue, a distance of 434.5 feet, more or less, to the southwesterly corner of the intersection of Capital Avenue and Wheeler Avenue; thence, in a southeasterly direction, following the southwesterly line of Wheeler Avenue, a distance of 965.76 feet to a point; thence, West, a distance of 124.0 feet to a point; thence, South a distance of 268.0 feet to a point; thence, in a southeasterly direction following the southwesterly line of Wheeler Avenue, a distance of 377.0 feet to a point; thence, in a northerly direction, following the westerly line of Broadwell avenue, a distance of 1460 feet, more or less, to the point of beginning, containing approximately 27 acres.

All in the City of Grand Island, County of Hall, State of Nebraska.

Figure 1 depicts the location of the site and supersedes the above description.



Figure 1: Study area for Veterans Affairs CBOC Site Blight Study.

DESIGNATION OF BLIGHT

In order to qualify as a blighted and substandard area in accordance with the requirements of Section 18-2103, a parcel or district must comply with certain objective and subjective evaluative criteria, set forth by state statute.

Objective Criteria

In order to qualify as “blighted,” a site must meet at least one of five objective, or numerical, criteria. These criteria include:

1. *Unemployment.* The qualifying criterion is an unemployment rate in the designated area that is at least 120% of the state or national average. 2000 Census block group data is the most recent decennial census data available to determine the site’s performance with respect to unemployment.

More recent data is provided by the ongoing American Community Survey (ACS), which generates community data from smaller, more frequent samples on an array of topics. Along with 2000 Census data, 2006-2010 “5-year estimates” from the ACS were used to determine whether the site met this criterion.

2. *Average age of residential or commercial units in the area.* The qualifying criterion is that structures in the proposed blighted area have an average age of at least 40 years.
3. *Per capita income.* The qualifying criterion is a per capita income figure for the area that is lower than the average per capita income of the municipality in which the area is located. Block group data from the 2010 Census is the most recent census data utilized to assess this condition. Five-year estimates, (2006-2010) from the ACS also assisted in accurately assessing this criteria.
4. *Population.* The qualifying criterion is that the area has had either a stable or decreasing population based on the last two decennial censuses. Census block group level data from 2000 and 2010 were examined to determine the presence of this condition.
5. *Unimproved land.* This criterion applies to blight designation of predominately vacant areas. Such an area qualifies as “blighted” if more than half of the plotted and subdivided property in the area has been within the city for 40 years and has remained unimproved during that time.

Subjective Criteria

In addition to meeting at least one of the objective requirements described above, a potentially blighted area must exhibit the presence of at least one of several subjective criteria. These subjective evaluative criteria include:

1. *Presence of a substantial number of deteriorated or deteriorating structures.*
2. *The existence of defective or inadequate street layout.*
3. *Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.*
4. *Insanitary or unsafe conditions.*
5. *Deterioration of site or other improvements.*
6. *Diversity of ownership.*
7. *Tax or special delinquency exceeding the fair value of the land.*
8. *Defective or unusual conditions of title.*
9. *Improper subdivision or obsolete platting.*
10. *The existence of conditions which endanger life or property by fire and other causes.*
11. *Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use.*

Documentation of Qualifying Conditions, Objective Criteria

The data used to evaluate the redevelopment site's blight status is primarily derived from the U.S. Bureau of the Census. To expedite the Census data collection process and provide more fine-grained information, the Census Bureau divides counties and places into several enumeration levels. These include tracts, which are subdivided into block groups and finally into individual blocks. Because the study area includes portions of a block group, examining data at the block level would provide the most accurate evaluation. However, in order to preserve the privacy of individuals, the Census Bureau does not report all types of data at the block level.

Additionally, some data from the 2010 Census is not yet available at the block group level. Some tract data is also not provided by the 2010 Census, such as "per-capita income" because

the blight study area is unable to meet the population threshold for data accuracy. Five-year estimates, (2006-2010) from the American Community Survey are used as a result, providing the most accurate picture in assessing blight designation. Therefore, the population evaluation utilizes 2010 Census block data, while the other objective criteria are evaluated using a combination of 2010, and 2000 Census data, along with 5-year estimates from the American Community Survey.

Analysis of US Census and American Community Survey data indicates that the Veterans Affairs CBOC site meets the statutory requirements for the first level of evaluation for the presence of blighting condition, as required by Section 18-2103 (11). Table 1 illustrates the study area's performance with respect to each of the objective criteria. The area currently meets Objective Criteria 2, 3, and 4, and does not meet Criteria 1 and 5.

Table 1: Objective Criteria for Blight Determination	
1. Unemployment	No
2. Age of Units	Yes
3. Per Capita Income	Yes
4. Population	Yes
5. Unimproved Land	No

1. Unemployment. The study area does not meet this criterion. Unemployment data for the 2010 census is not yet available at the block group, or county level. American Community Survey 5-year estimates, (2006-2010) reflect a 4.9% unemployment rate for the study area and 5.1% for Nebraska.

2. Age of Units. The redevelopment site meets the criterion concerning the average age of residential structures.

Census 2000 data indicates that of the 284 structures in the Block Group, 197 of them were built before 1970. This data also indicated that no structures had been built in the Block Group since 1990, indicating that the area is fully built out. This means that in 2010, 69.4% of the structures would be over 40 years old, satisfying the 'age of units' criterion.

At the time of this writing, only the count of structures was available for the 2010 Census, indicating 281 structures within the block group. Even assuming that the 3 "lost" structures represented the three oldest within the block group, the area still more than meets the requirement for this criterion.

Table 2: Age of Structures in Block Group 1, Tract 3, Hall County, NE	
Total Structures	281
Built Prior to 1970	194
Percent Built Prior to 1970	69.0%

Source: U.S. Census Bureau, 2000, 2010

3. *Per Capita Income.* The project area meets the criterion regarding relative per capita income within the study area.

The average 2010 per capita income in the Census tract containing the study area was \$16,764. This is significantly lower than that of Grand Island as a whole, which was \$21,220. These figures are from the 2006-2010 5-year estimates generated by the American Community Survey, which provide the most current data for the study area.

4. *Population.* Based on a comparison of 2000 and 2010 block group data, the census block group which includes the study area experienced a population decrease from 849 in 2000, to 755 in 2010. This represents an 11% decline in population, satisfying this objective criteria.

5. *Unimproved Land.* Although a significant portion of the land within the study area remains unbuilt, it has significant site improvements including grading, landscaping, and an automatic sprinkler system. The site does not meet the unimproved land criterion.

Documentation of Qualifying Conditions, Subjective Criteria

Because the area meets at least one of the objective criteria, it was further examined for the presence of subjective qualifying criteria. Analysis of these criteria indicates that the study area meets at least one criterion, which is the statutory requirements for the presence of blighting condition, as required by Section 18-2103 (11). Table 3 presents the performance of the study area relative to the subjective criteria.

Table 3: Subjective Criteria for Blight Determination	
1. Presence of a substantial number of deteriorated or deteriorating structures	No
2. The existence of defective or inadequate street layout	No
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	Yes
4. Insanitary or unsafe conditions	Yes
5. Deterioration of site or other improvements	Yes
6. Diversity of ownership	No
7. Tax or special delinquency exceeding the fair value of the land	No
8. Defective or unusual conditions of title	Unknown
9. Improper subdivision or obsolete platting	Unknown
10. The existence of conditions which endanger life or property by fire and other causes	Yes
11. Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use	Yes

The specific results of this analysis are as follows:

1. *A substantial number of deteriorated or deteriorating structures*

No. Based on visual observation all structures within the study area appear to be maintained in good condition. The age of the structures have resulted in some maintenance and safety issues in the past, including the collapse of a roof.

2. *The existence of defective or inadequate street layout*

No. The study area is bounded on three sides by well-maintained city streets of various sizes and traffic capacities.

3. *Faulty lot layout in relation to size adequacy, accessibility, or usefulness*

Yes. While the few lots within the study area are adequate for potential development, they may need further subdivision to accommodate a wider range of development options.

4. *Insanitary or unsafe conditions*

Yes. Some of the areas along the southeastern boundaries of the site are being used for unsecured and unscreened storage of material and equipment. Standing water in areas of site creates habitat opportunity for nuisance animals and disease carrying insects.



Figures 2, 3: Unscreened storage of equipment and materials and standing water on site.

5. *Deterioration of site or other improvements*

Yes. Relatively recent drainage improvements appear to be defective in their purpose. Also, parking surfaces and curbs in the southern area of the site appear be degrading.



Figures 4, 5: Evidence of failing drainage improvements in the southeastern area of the study area.



Figures 6, 7: Degrading conditions in parking surfaces and curbs

6. *Diversity of ownership*

No. The study area is held under the single ownership of the United States Government.

7. *Tax or special delinquency exceeding the fair value of the land*

No. The entirety of the study area is held by the federal government and is exempt from local and state taxation.

8. *Defective or unusual conditions of title*

Unknown. Evaluation of this criterion requires detailed title analysis of individual properties.

9. *Improper subdivision or obsolete platting*

Unknown. Evaluation of this criterion requires detailed title analysis of individual properties.

10. *The existence of conditions which endanger life or property by fire and other causes*

Yes. According to maps from the Federal Emergency Management Agency, the northwest corner and entire northern site boundary lay within the 500 year flood plain. This suggests an ongoing threat to property from water inundation and damage for structures not elevated out of the floodplain. This condition also creates drainage problems with standing water.

11. Any combination of such factors that 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.

Yes. Few structures within the study area pose environmental, economic, and potential sanitary threats in their present condition. However, environmentally, the combination of degraded areas and elements within the site, and the unscreened storage of vehicles, equipment and materials, create areas that serve to diminish the quality of the surrounding areas. Without redevelopment or rehabilitation, this site will likely continue to exert – at best – a net neutral effect on the vitality and development of Grand Island.

Substandard Declaration

The above findings, including the platting deficiencies, lack of streets, and storage of deteriorated materials demonstrate the existence of conditions which endanger life or property by fire and other causes and create conditions that are detrimental to the public health, safety, morals or welfare.

Conclusions

This study substantiates the presence of at least one of the objective criteria and one of the subjective criteria for designation as a blighted area set forth by Section 18-2103 of Nebraska Revised Statutes. Thus, the designated area is hereby determined to be eligible for a declaration of 'blighted and substandard', pursuant to the requirements of Section 18-2103 of Nebraska Revised Statutes.



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item E6

Public Hearing on Amendment to the 2011-2012 Budget

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: August 14, 2012

Subject: Consideration of Amendment #1 to FY2011-2012 Annual Budget

Item #'s: E-6 & F-1

Presenter(s): Jaye Monter, Finance Director

Background

The City Council approved the Fiscal Year 2012 Annual Budget with Addendum #1 by Ordinance #9318 on September 13, 2011. Amendment #1 is submitted for Council approval.

Discussion

During Budget Year, 2012, Ordinance #9369, adopted by Council on February 28, 2012, authorized the Series 2012 Electric System Revenue Refunding Bonds and the redemption of the Series 2001 Electric System Revenue Bonds. Due to the refinancing of the Series 2001 Electric System Revenue Bonds during Fiscal Year 2012, actual expenditures for the current fiscal year will exceed budgeted expenditures unless the current fiscal year budget of expenditures is revised.

The present value debt service savings was calculated at \$1,248,176, based on changes of the average interest rate from 4.95% to 2.22%, maturity date from 8/15/2016 to 8/15/2022, and average annual debt service from \$5,852,613 to \$2,091,082.

The Series 2001 Electric System Revenue Bonds were issued on June 27, 2001, in the principal amount of \$51,500,000. These bonds were originally issued for the purpose of constructing two 40-megawatt combustion turbines.

The refinancing of these bonds took advantage of low interest rates and, along with extending the remaining term from five years to ten years, will allow lower debt service coverage and reduce the impact of projected financing requirements for air emission control additions to the Platte Generating Station in 2014.

The 2012 budget allowed for a principal payment in the amount of \$4,794,594; however the refunding requires the payment and therefore budget authority for the entire \$25,490,000 of outstanding principal. Therefore, additional budget authority of \$20,695,406 is requested.

ELECTRIC UTILITY					
			Without Budget Amendment		
	2010	2011	2012	2012	2013
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Forecast</u>	<u>Budget</u>
Beginning Cash Balance	28,406,448	30,106,068	29,145,347	34,704,782	26,267,276
Revenue	55,053,097	57,900,431	57,804,018	78,332,500	62,706,550
Transfers In	-	-	-	-	-
Total Resources Available	83,459,544	88,006,499	86,949,365	113,037,282	88,973,826
Expenditures	52,576,188	52,647,437	73,544,127	86,080,547	71,717,104
Transfers Out	777,289	654,280	580,000	689,459	595,291
Total Requirements	53,353,476	53,301,717	74,124,127	86,770,006	72,312,395
Ending Cash Balance	30,106,068	34,704,782	12,825,238	26,267,276	16,661,431
Unrestricted Cash	23,236,596	27,693,178	6,183,702	23,517,162	13,928,832
Restricted Cash	6,869,472	7,011,605	6,641,536	2,750,114	2,732,598
	30,106,068	34,704,782	12,825,238	26,267,276	16,661,431

Alternatives

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

1. Approve the budget amendment.

Recommendation

City Administration recommends that the Council approve the Budget Amendment #1 to increase budget authority for the Electric Utility Fund due to the refinancing of the Series 2001 Electric Revenue Bonds.

Sample Motion

Move to approve the ordinance providing for Amendment #1 to the 2011-2012 Adopted Budget as recommended.



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item F1

#9392 - Consideration of Amendment to the 2011-2012 Budget

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Jaye Monter

ORDINANCE NO. 9392

An ordinance to amend “The Annual Appropriation Bill” of the City of Grand Island, Nebraska, to revise the budget statement pursuant to the Nebraska Budget Act for the fiscal year commencing October 1, 2011 and ending September 30, 2012; to provide for severability; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. An amended appropriation is hereby made for the ensuing fiscal year to defray all necessary expenses and liabilities of City departments, funds, and operations. The object and purpose of the appropriation shall be to pay for any and all necessary expenses and liabilities for the following departments, funds, and operations.

Funds	Total Appropriation	Amendment #1	Revised Appropriation
General	37,300,460	0	37,300,460
Permanent Funds	0	0	0
Special Revenue	12,293,204	0	12,293,204
Debt Service	2,844,893	0	2,844,893
Capital Projects	3,244,541	0	3,244,541
Special Assessments	300,000	0	300,000
Enterprise	110,813,934	20,695,406	131,509,340
Internal Service	9,412,172	0	9,412,172
Agency	1,122,947	0	1,122,947
Trust	2,882,795	0	2,882,795
Total appropriation			
All Funds	180,214,946	20,695,406	200,910,352

Approved as to Form	▣ _____
August 16, 2012	▣ City Attorney

ORDINANCE NO. 9392 (Cont.)

SECTION 2. The foregoing amendment #1 as provided above shall increase the appropriation for the Enterprise Fund by \$20,695,406. Such increased appropriations are necessary to provide funds to pay the outstanding principal balance of the Series 2001 Electric Department Revenue bonds in the amount of \$25,490,000.

SECTION 3. The foregoing appropriate amendments and expenditures will increase the previously adopted total budgeted expenditures beyond that initially adopted in the amount of \$20,695,406.

SECTION 4. If any section, subsection, or any other portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item F2

#9393 - Consideration of Suburban Water Rates

Staff Contact: Tim Luchsinger, Robert Sivick

Council Agenda Memo

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

Meeting: August 14, 2012

Subject: Ordinance #9393 - Consideration of Suburban Water Rates

Item #'s: F-2

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department presently provides water service to 71 customers outside of the City's corporate limits, primarily residential, with an anticipated 170 to be added by the end of this year as water mains are installed in the Merrick County area as a result of a groundwater remediation project by the Union Pacific. The current Water Rate Schedule is applicable to all water utility customers regardless of their location. Council has indicated some interest in applying an additional charge to those customers who are outside of the City's corporate limits. Department staff evaluated the current rate structure and comments from Council at the July 31, 2012 Study Session, and propose revised rates as follows.

Discussion

The current rate schedule is a declining rate structure in which a minimum monthly charge is established and additional water usage is charged with rates that decrease as quantities increase. The proposed rate schedule adds a classification for customers outside of the City's corporate limits that maintains the same minimum monthly charge, but increases the additional water usage rates by 20%. The evaluated average monthly impact to current suburban customers is less than \$1.00.

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

Sample Motion

Move to approve Ordinance #9393.

ORDINANCE NO. 9393

An ordinance to amend Chapter 35 of the Grand Island City Code specifically, to amend Section 35-30 pertaining to water rates; to repeal Sections 35-30 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 35-30 of the Grand Island City Code is hereby amended to read as follows:

§35-30. Schedule of Rates

The rate to be charged for water furnished shall be as follows:

§35-30. Schedule of Rates

The rate to be charged for water furnished shall be as follows:

SCHEDULE OF RATES: WITHIN CITY

The rate to be charged for water furnished within the corporate limits of the City shall be as follows:

Monthly Billings	
Cubic feet per month	Rate per 100 cubic feet
First 500.....	\$1.496
Next 500.....	0.700
Next 500.....	0.692
Next 2,500.....	0.767
Next 6,000.....	0.713
Next 90,000.....	0.654
Next 100,000.....	0.574
Over 200,000.....	0.535
Monthly Minimum (500 cu.ft.).....	7.480*

SCHEDULE OF RATES: OUTSIDE CITY

The rate to be charged for water furnished outside and beyond the corporate limits of the City shall be as follows:

Monthly Billings

Cubic feet per month	Rate per 100 cubic feet
First 500.....	\$1.496
Next 500.....	0.840
Next 500.....	0.830
Next 2,500.....	0.920
Next 6,000.....	0.856
Next 90,000.....	0.785
Next 100,000.....	0.689
Over 200,000.....	0.642
Monthly Minimum (500 cu.ft.).....	7.480*

*Plus a customer charge of \$0.35 per month for unfunded federal mandates for the Clean Water Act and the City's backflow program, in addition to the regular rates charged for water furnished to the customer.

Amended by Ordinance No. 8935, effective 10-1-2004
Amended by Ordinance No. 8987, effective 7-27-2005
Amended by Ordinance No. 9181, effective 10-1-2008
Amended by Ordinance No. 9371, effective 04-1-2012
Amended by Ordinance No. 9393, effective 08-2-2012
Amended by Ordinance

In addition to consumption, a monthly fee would be charged according to the meter size supplying water to the property:

Meter Size	Monthly Fee
<= 1"	\$2.50
1 ½"	\$8.00
2"	\$22.50
3"	\$40.00
4"	\$55.00
6"	\$225.00
8"	\$1,250.00
10"	\$4,000.00

SECTION 2. Section 35-30 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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

SECTION 4. That is ordinance shall be in force and take effect September 1, 2012.

Enacted: August 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G1

Approving Appointment of Councilmember Vaughn Minton to the Community Redevelopment Authority (CRA) Board

Mayor Vavricek has submitted the appointment of Councilmember Vaughn Minton to the Community Redevelopment Authority (CRA) Board to replace the appointment of Councilmember Randy Gard. The appointment would become effective immediately upon approval by the City Council and would expire on December 31, 2012.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G2

Approving Request of Fonner Park Exposition and Events Center, Inc. (Heartland Events Center) for Ratification of Nomination and Election of Board of Directors

At the December 21, 1998 City Council Meeting, Resolution #98-332 was adopted supporting the application of Fonner Park to the Internal Revenue Service for a 501(c)(3) exemption for construction and operation of an Exposition and Events Center. This approval created the formation of the Fonner Park Exposition and Events Center, Inc. The Internal Revenue Service requires the election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. be ratified by the Grand Island City Council. The appointments of Jim Cannon, Steve Dowding, Barry Sandstrom, Roger Luebbe, and Ed Armstrong to the Board of Directors for the Fonner Park Exposition and Events Center, Inc. are recommended.

Staff Contact: Mayor Jay Vavricek

**LEININGER, SMITH, JOHNSON, BAACK,
PLACZEK & ALLEN**

ATTORNEYS AT LAW

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(402) 879-3251

A.J. LUEBS (1903-1996)

July 26, 2012

Mayor Jay Vavricek
City Hall Building
100 E. First Street
P.O. Box 1968
Grand Island, NE 68802

Re: Fonner Park Exposition and Events Center, Inc.

Dear Mayor Vavricek:

Please have the City Clerk of the City of Grand Island, Nebraska ("the City") place the following matter on the agenda of the meeting of the City Council of the City scheduled for August 14, 2012:

"Fonner Park Exposition and Events Center, Inc./Ratification of Nomination and Election of Board of Directors"

Hall County Livestock Improvement Association ("Fonner Park") held its annual meeting on July 25, 2012, one (1) of the purposes of which was to elect directors of Fonner Park Exposition and Events Center, Inc. ("Heartland").

Heartland is a nonprofit corporation formed under Section 501(c)(3) of the Internal Revenue Code for the purposes of lessening the burdens of government. Specifically, Heartland was formed to lessen the burdens of the City in planning, constructing and operating an agricultural exposition and events center in the City.

The Board of Directors of Heartland consists of five (5) members. As a condition to obtaining exemption under Section 501(c)(3) of the Internal Revenue Code, the Internal Revenue Service required that the following provisions be included in the Bylaws of Heartland:

- (1) You, as the Mayor of the City, nominate one (1) member of the Board of Directors of Heartland and your nominee shall be elected; and
- (2) The election of your nominee and the remaining four (4) directors as the members of the Board of Directors of Heartland is submitted to the City Council of the City for ratification.

Mayor Jay Vavricek
July 26, 2012
Page 2

Because Heartland was formed for the purpose of lessening the burdens of government, the Internal Revenue Service imposed the foregoing requirements on Heartland so that there would be an opportunity for oversight by the City in regard to the election of directors of Heartland.

The following director was nominated by you and elected in compliance with the requirements of (1) above.

Ed Armstrong

The following four (4) directors were also elected:

Jim Cannon
Steve Dowding
Barry Sandstrom
Roger Luebbe

The election of your nominee and the remaining four (4) directors as the members of the the Board of Directors of Heartland should now be submitted to the City Council of the City for ratification in compliance with the requirements of (2) above.

You also appointed City Council President Peg Gilbert to act as a liaison representative to Heartland on behalf of the City Council of the City.

Please submit to the City Council of the City for ratification the election of your nominee and the remaining four (4) directors as members of the Board of Directors of Heartland in compliance with the requirements of the Bylaws of Heartland.

Thank you for your time and consideration.

Sincerely,

LEININGER, SMITH, JOHNSON,
BAACK, PLACZEK & ALLEN



MICHAEL L. JOHNSON

MLJ/par

cc: ✓ Ms. RaNae Edwards, City Clerk
Mr. Hugh Miner, Jr.

43-4/398735



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G3

Approving Liquor Manager Designations for Brian Fausch, 1404 Meadow Road for Pump & Pantry's #2, #3, #6, #8, #10, #11, #15, #42, #43, and #44 in Grand Island, NE

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 14, 2012

Subject: Request from Brian Fausch, 1404 Meadow Road for
Liquor Manager Designations for the Pump & Pantry's
(10) Locations in Grand Island

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

Brian Fausch, 1404 Meadow Road has submitted applications with the City Clerk's Office for a Liquor Manager Designation in conjunction with the following Liquor Licenses for the Pump & Pantry's:

Pump & Pantry #2, 821 South Webb Road	B-13150
Pump & Pantry #3, 2511 North Diers Avenue	B-13151
Pump & Pantry #6, 3355 West Stolley Park Road	B-13152
Pump & Pantry #8, 2028 North Broadwell Avenue	B-13153
Pump & Pantry #10, 3212 South Locust Street	B-13154
Pump & Pantry #11, 704 West 2 nd Street	B-13155
Pump & Pantry #15, 2028 East Highway 30	B-16782
Pump & Pantry #42, 1235 Allen Drive	B-83476
Pump & Pantry #43, 1222 South Locust Street	B-96501
Pump & Pantry #44, 1309 Diers Avenue	B-96502

These applications have been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the requests from Brian Fausch, 1404 Meadow Road for Liquor Manager Designations in conjunction with the above named Liquor Licenses for the Pump & Pantry's in Grand Island with the stipulation that Mr. Fausch complete a state approved alcohol server/seller training program.

City : Grand Island
Occurred after : **:*:* **/**/*
Occurred before : **:*:* **/**/*
When reported : 08:00:00 07/24/2012
Date disposition declared : 07/27/2012
Incident number : L12073982
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 3123 Stolley Park Rd W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 26523
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
= = = = =
= =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	43709	08/06/12	Fausch, Brian T	Liquor Manager
NM	66141	08/06/12	Fausch, Lori	Spouse
NM	43752	07/27/12	Pump & Pantry; #2,	Business Involved
NM	49962	07/27/12	Pump & Pantry; #11,	Business Involved
NM	51767	07/27/12	Pump & Pantry; #15,	Business Involved
NM	54422	07/27/12	Pump & Pantry; #8,	Business Involved
NM	55236	07/27/12	Pump & Pantry; #10,	Business Involved
NM	59519	07/27/12	Pump & Pantry; #3,	Business Involved
NM	60231	07/27/12	Pump & Pantry #6,	Business Involved
NM	140180	07/27/12	Pump & Pantry; #42,	Business Involved
NM	170547	07/27/12	Pump & Pantry Express,	Business Involved
NM	171097	07/27/12	Pump & Pantry # 44,	Business Involved

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT07	Convenience Store	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor Manager Application from Brian Fausch for Pump & Pantry Stores # 2,3,6,8,10,11,15,42,43,44.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson	Dama
1	AOFF	Alcohol Offense		0.00

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:06:55 08/06/2012

08/09/12
450
14:36
3
318

Grand Island Police Department

LAW INCIDENT TABLE

Grand Island Police Department
Supplemental Report

Page:

Date, Time: Mon Aug 06 14:07:08 CDT 2012
Reporting Officer: Vitera
Unit- CID

I received a copy of a liquor manager application from Brian Fausch for all of the Pump & Pantry stores within the city limits of Grand Island. From reviewing the application, I learned that Brian is married to Lori Fausch, and they have lived in Grand Island for eight of the last ten years. They lived in Gretna for two years.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation

of a federal or state law, a violation of a local law, ordinance or resolution." It further asks that the applicant, "List the nature of the charge, where the charge occurred and the year and the month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name."

Brian disclosed a DUI conviction from 1992. Lori didn't disclose any convictions, and she signed a Spousal Affidavit of Non Participation. I checked on the Fausch's in Spillman and NCJIS. Spillman shows a possible speeding conviction for Brian and a DUI arrest for Lori. NCJIS shows that Brian has five speeding convictions, a seat belt conviction, a disturbing the peace conviction, and an open container conviction. Lori has a DUI conviction and a speeding conviction.

Brian and Lori's failure to disclose their convictions technically makes the applications false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) which states:

"No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license."

The undisclosed convictions would fall under state law or local ordinance. Either way, the convictions are either an infraction or a misdemeanor that do not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the application.

I continued to attempt to find additional information on Brian and Lori by checking some online resources. I found a face book page for Lori, but there wasn't much public information on it. Online information indicates that Brian is the Chief Operations Officer in the front office for the Danger football team and a Vice President in the Bosselman Travel Center. I also checked a law enforcement-only online database and didn't find anything disturbing about the Fausch's. Neither one of them have any outstanding warrants, and they each have

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Grand Island Police Department

LAW INCIDENT TABLE

Page:

a valid Nebraska driver's license.

While the Fausch's (especially Brian) should have disclosed all of their convictions, none of the convictions will preclude Brian from becoming a liquor manager. Brian's last conviction in Nebraska was over six years ago. In addition, Lori signed a Spousal Affidavit of Non Participation. The Grand Island Police Department will not object to Brian Fausch becoming the liquor manager for the Pump & Pantry stores within the city limits of Grand Island.



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G4

#2012-199 - Approving Acquisition of Utility Easement - 2302 Gateway Avenue - Slack & Shoemaker

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2012-199

WHEREAS, a public utility easement is required by the City of Grand Island, from Jimmy R. Slack and Suzanne M. Shoemaker, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 14, 2012, for the purpose of discussing the proposed acquisition of an easement ten feet in width, which is located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The northerly ten (10.0) feet of Lot Three (3), Block Two (2), Le Heights Second Subdivision.

The above-described easement and right-of-way containing 0.047 acres, more or less, as shown on the plat dated 7/19/2012, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Jimmy R. Slack and Suzanne M. Shoemaker, on the above-described tract of land.

- - -

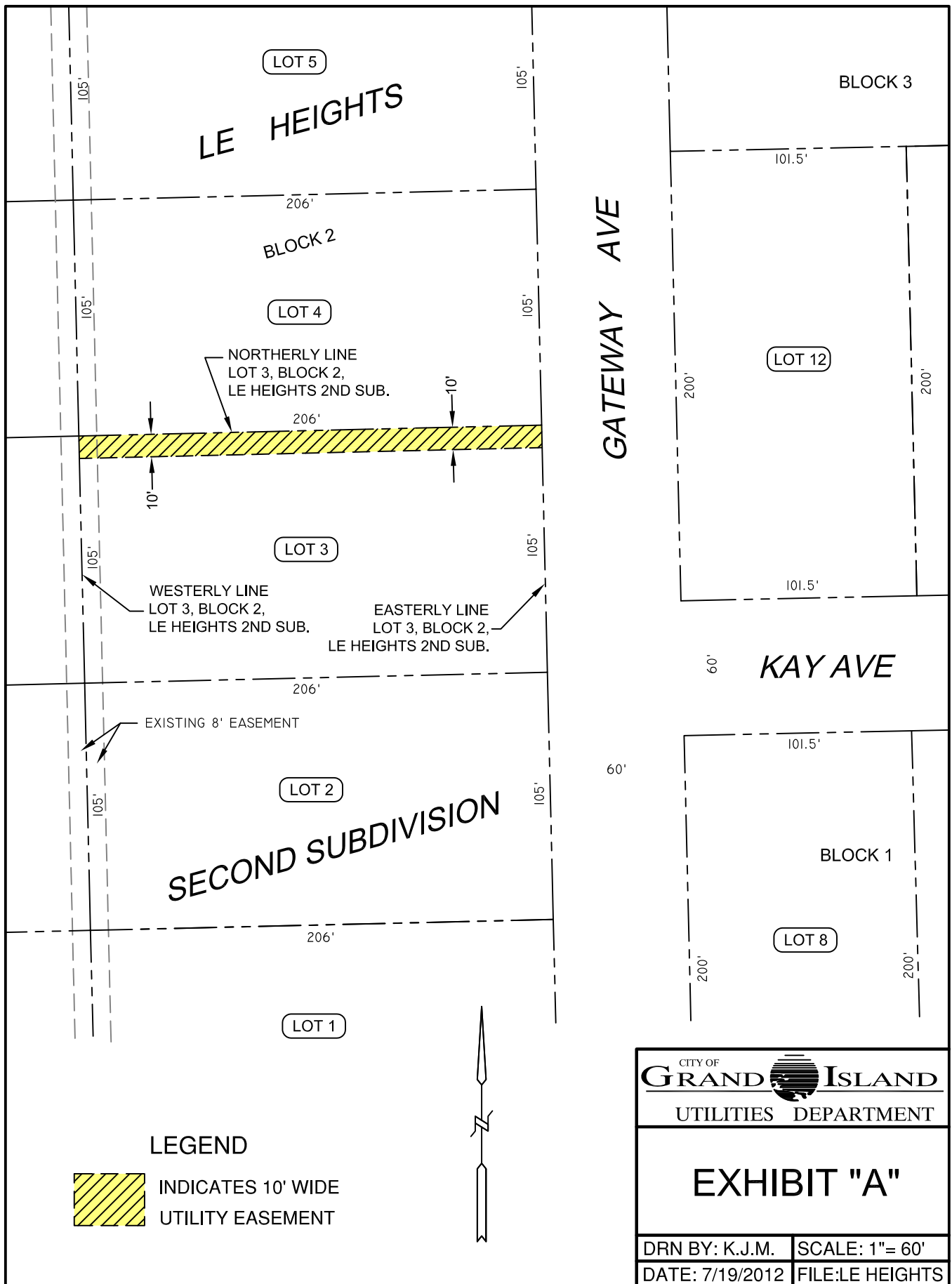
Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney





City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G5

#2012-200 - Approving Acquisition of Utility Easement - East Side of Hwy. 30, North of Reuting Road - EXETER 12153 DE, LLC

Staff Contact: Tim Luchsinger, Utilities Director

R E S O L U T I O N 2012-200

WHEREAS, a public utility easement is required by the City of Grand Island, from EXETER 12153 DE LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 14, 2012, for the purpose of discussing the proposed acquisition of an easement twenty feet in width, the centerline of which is located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The westerly ten (10.0) feet of the easterly twenty (20.0) feet of the southerly one hundred sixty five (165.0) feet of Lot One (1), N & J Subdivision.

The above-described easement and right-of-way containing 0.038 acres, more or less, as shown on the plat dated 8/2/2012, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from EXETER 12153 DE, LLC, on the above-described tract of land.

- - -

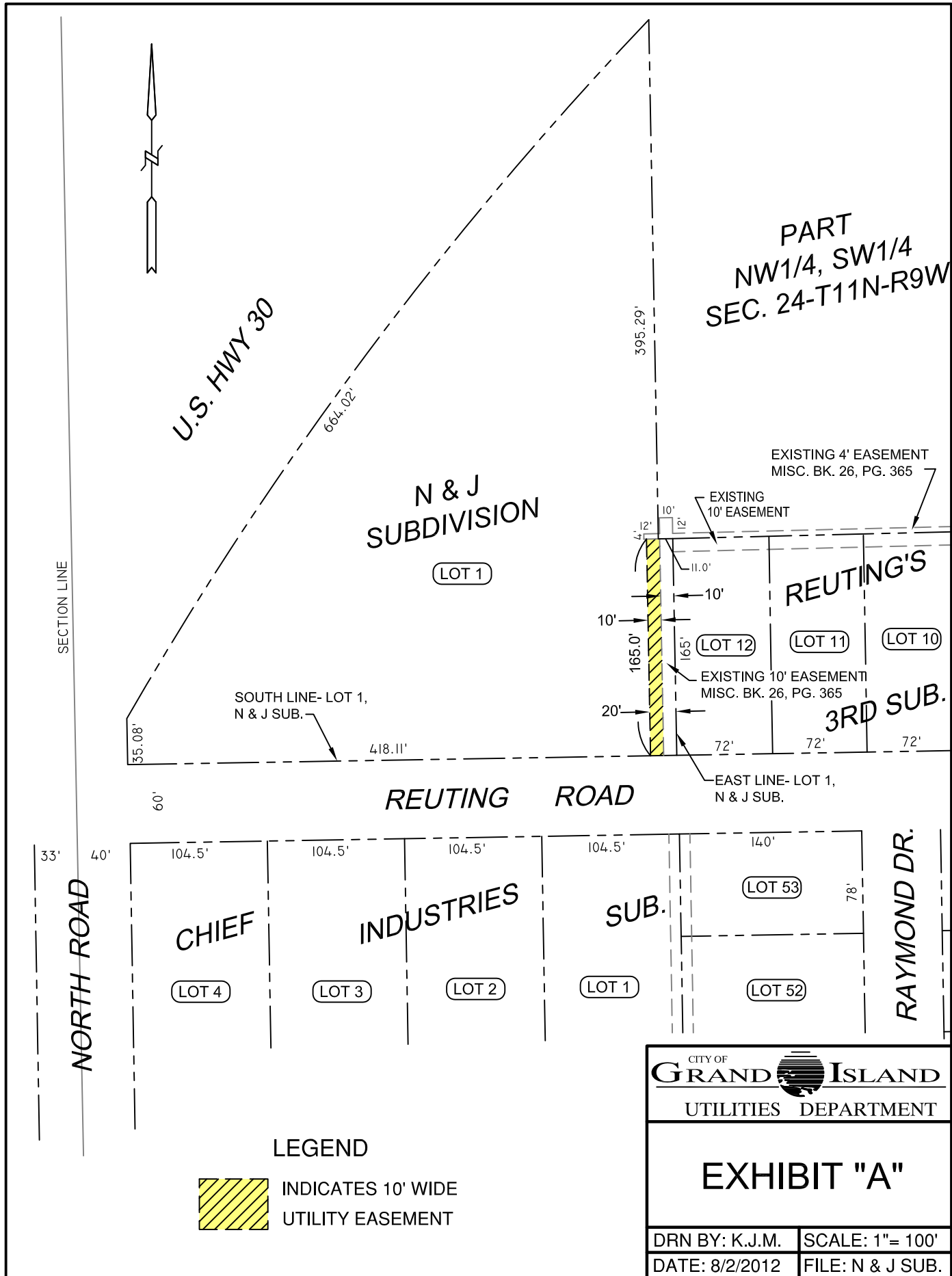
Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney





City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G6

#2012-201 - Approving Amendment to the Interconnection Agreement with Nebraska Public Power District (NPPD)

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: August 14, 2012

Subject: Approving Amendment No. 1 to the Amended and Restated Electric Interconnection Agreement

Item #'s: G-6

Presenter(s): Tim Luchsinger, Utilities Director

Background

In 1981, the City of Grand Island entered into a formal agreement with Nebraska Public Power District (NPPD) known as the Electric Interconnection and Interchange Agreement. This agreement established the roles and responsibilities for each party due to the interconnections that existed between the two entities. Until 2009, the City of Grand Island and NPPD were both part of the Mid-Continent Area Power Pool (MAPP). MAPP was an organized pool of utilities that provided backup generation for each other during unplanned generator outages. MAPP required each utility to participate in various joint planning efforts that ensured adequate generation and transmission existed within the MAPP footprint. In 2002, the City of Grand Island entered into the Joint Reporting Agreement with NPPD to formally establish the various responsibilities between each party for participation in these joint planning efforts.

In 2009, all Nebraska utilities switched to the Southwest Power Pool (SPP). This transition essentially eliminated MAPP's role in the joint planning process. In 2011, the Amended and Restated Electric Interconnection Agreement was signed to replace the original and obsolete 1981 agreement. Since the 2002 Joint Reporting Agreement was written around MAPP requirements, the transition to SPP made the agreement obsolete.

Discussion

In an effort to eliminate unnecessary agreements and ensure procedures are kept up to date, NPPD is proposing the attached amendment to the 2011 Amended and Restated Electric Interconnection Agreement. The amendment establishes the terms for billing labor associated with joint planning efforts now under the SPP process. It also terminates the 2002 Joint Reporting Agreement since it is obsolete.

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Amendment No.1 to the Amended and Restated Electric Interconnection Agreement.

Sample Motion

Move to approve Amendment No.1 to the Amended and Restated Electric Interconnection Agreement.

AMENDMENT NO. 1
to
ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT
between
NEBRASKA PUBLIC POWER DISTRICT
and
CITY OF GRAND ISLAND, NEBRASKA

This Amendment No. 1 to the Electric Interconnection and Interchange Agreement between Nebraska Public Power District and City of Grand Island, Nebraska, effective April 18, 2011 as it may be amended is entered into effective this _____ day of _____, 2012, by and between Nebraska Public Power District, Columbus, Nebraska, a public corporation and political subdivision of the State of Nebraska (NPPD); and the City of Grand Island, Nebraska, a municipal corporation and political subdivision of the State of Nebraska (City), NPPD and City being sometimes hereinafter referred to individually as "Party" or collectively as "Parties."

WITNESSETH

WHEREAS, the Parties entered into the Amended and Restated Electric Interconnection and Interchange Agreement effective as of April 18, 2011, which provides for continued benefits of reliability and economy through interconnection of the respective transmission systems, and

WHEREAS, the Parties desire to amend this Agreement by adding an Article to address superseded and/or termination of previous agreements and to clarify billing rates for all future services provided by NPPD.

NOW, THEREFORE, it is mutually agreed as follows:

- (1) The following last sentence in paragraph 5.12 of Article 5 shall be removed:

City shall be responsible to pay NPPD for its applicable share of costs incurred by NPPD to perform work associated with joint planning efforts.

and replaced with;

City shall be responsible to pay NPPD for its applicable share of costs incurred by NPPD to perform work associated with joint planning efforts in accordance with Article 7.3.

- (2) The following new Article 7.3 shall be added;

7.3 Services provided by one Party to the other Party shall be billed at the billing Party's then current standard charge rate.

- (3) The language below from the current Article 7.3 shall remain the same and the Article re-numbered to 7.4, and state;

~~7.3~~ 7.4 If a Party desires to dispute all or any part of the charges submitted by the other Party pursuant to this Agreement, the disputing Party shall nevertheless pay the full amount of the charges when due and give a written notice to the other Party within sixty (60) days from the date the billing is rendered, which notice shall fully describe the basis for the dispute and set forth a detailed statement of the disputed issue(s), the amount in dispute and the relief sought; provided, however, if the basis for such dispute could not have been discovered by reasonable diligence within said sixty (60) days, any such notice shall be given, if at all, within sixty (60) days of the date of such discovery or within eighteen (18) months from the date the billing is rendered, whichever occurs first. The disputing Party will not be entitled to any adjustment on account of any disputed charges not brought to the other Party's attention within the time and in the manner herein specified. If resolution of the dispute results in a refund to the disputing Party, an amount of interest shall be added to the refund. Such interest shall accrue and be compounded daily on the amount to be refunded, beginning from (i) the date of payment of the disputed amount or (ii) receipt of the notice of dispute, whichever is later, and ending on the date the refund is made, using for each day the lowest United States prime rate of interest published on that day (or the last previous publication day if not published on that day) in the money rates section of the Wall Street Journal. Each such daily interest calculation shall be on the basis of actual days and a three hundred sixty-five-day (365-day) calendar year.

- (4) The following new Article 18 shall be added in its entirety:

ARTICLE 18 ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. All prior related agreements, representations, statements, and negotiations pertaining to this Agreement are hereby superseded, and the Parties Joint Reporting Agreement dated June 1, 2002 shall be terminated effective on the date of Amendment No. 1.

Except as herein amended, all terms and conditions of the Amended and Restated Electric Interconnect and Interchange Agreement dated April 18, 2011, shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment No. 1 to be executed and delivered by its duly authorized officers or representatives as of the dates indicated below.

NEBRASKA PUBLIC POWER DISTRICT

CITY OF GRAND ISLAND, NEBRASKA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION 2012-201

WHEREAS, in 1981, the City of Grand Island entered into a formal agreement with the Nebraska Public Power District (NPPD) known as the Electric Interconnection and Interchange Agreement; and

WHEREAS, until 2009, the City of Grand Island and NPPD were both part of the Mid-Continent Area Power Pool (MAPP), and MAPP required each utility to participate in various joint planning efforts that ensured adequate generation and transmission existed within the MAPP footprint; and

WHEREAS, in 2009, all Nebraska utilities switched to the Southwest Power Pool (SPP), and eliminated MAPP's role in the joint planning process; and

WHEREAS, in 2011, the Amended and Restated Electric Interconnection Agreement was signed to replace the original and obsolete 1981 agreement; and

WHEREAS, in an effort to eliminate unnecessary agreements and ensure procedures are kept up to date, NPPD has proposed Amendment No. 1 to the 2011 Amended and Restated Electric Interconnection Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, Amendment No. 1 to the Amended and Restated Electric Interconnection Agreement with NPPD is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G7

**#2012-202 - Approving Access Agreement with Union Pacific
Railroad - 1219 W. North Front Street**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: August 14, 2012

Subject: Approving Access Agreement with Union Pacific Railroad
at 1219 W. North Front Street (Thompson Bldg.)

Item #'s: G-7

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department owns the building, previously been referred to as the Thompson Building, at 1219 W. North Front Street. The Department's Underground Division uses the building as a base of operations and storage for equipment, vehicles and materials.

The areas south and east of the building have been used in the past as bulk oil and chemical storage since 1924. The area was contaminated and is currently being cleaned up since September of 2001 by the Union Pacific Railroad with the assistance of the EPA. The site is designated by the EPA as part of the Cleburn Well Superfund site.

Discussion

The UPRR remediation contractor is requesting access to the building to bore monitoring holes to evaluate remediation progress. The drilling will be done during normal working hours, and will be paid for by the Union Pacific Railroad. The attached agreement allows UPRR access to the building for their drillings operations.

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 Access Agreement with the Union Pacific Railroad to allow monitoring wells to be drilled on the City's property at 1219 W. North Front Street.

Sample Motion

Move to approve the Access Agreement with the Union Pacific Railroad to allow monitoring wells to be drilled on the City's property at 1219 W. North Front Street.

ACCESS AGREEMENT

Union Pacific Railroad Company ("UPRR" or "Railroad") and _____ ("Owner") hereby agree to enter into this Access Agreement ("Agreement") this _____ day of _____, _____ ("Effective Date").

1. Owner is the owner of certain real property located at 1219 W. North Front Street, Grand Island, Nebraska ("Owner's Property").

2. This Agreement grants UPRR, its employees, contractors, and representatives, access to the Property to conduct environmental sampling activities, and conduct indoor air sampling. UPRR is conducting these activities with assistance from the United States Environmental Protection Agency (EPA). A description of the environmental sampling, activities that UPRR anticipates conducting on the Property, is set forth in Attachment A (the "Work").

3. Access to Owner's Property under this Agreement for performance of the Work will be at reasonable times during daylight hours unless otherwise agreed by Owner and UPRR at least 24 hours before first beginning the Work on Owner's Property.

4. In consideration of the grant of access provided by this Agreement, UPRR will pay for conducting the Work, and will conduct the Work under this Agreement in a professional and efficient manner and in accordance with applicable laws, rules and regulations, including but not limited to environmental laws. UPRR will make reasonable efforts to coordinate with Owner and minimize interference of Owner's activities during performance of the Work on Owner's Property. UPRR will provide Owner with a copy of the final data and reports describing the sampling and data from Work conducted on Owner's Property. UPRR will mark underground utility locations with temporary markings, as appropriate, and will be responsible for repairing any damage to underground utilities and surface structures as a direct result of conducting the Work.

5. This grant of access shall commence on the effective date of this Agreement, and continue until December 31, 2014.

6. The Agreement supercedes any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work and access upon Owner's Property. No prior oral or written representation shall modify or amend this Agreement. This Agreement may be modified only by a written agreement signed by Owner and the authorized representative for UPRR.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

8. Nothing in this Agreement shall be construed as an admission of liability, costs or damages for any purpose, including without limitation liability, costs or damages arising from or related to the presence of, release or threatened release of hazardous substances, pollutants or contaminants.

IN WITNESS WHEREOF, Owner and UPRR have executed this Agreement as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY

OWNER

BY: _____

BY: _____

ITS: _____

BY: _____

Attachment A

Prior to sampling activities, a building survey and utilities will be located and marked within the building.

Five temporary subslab vapor sample ports will be installed within the City Electric Department building (Figures 1 and 2). The sample ports will be installed using a hammer drill or direct push drilling methods and consist of a 1/4 inch stainless steel tube with a cap set into the slab as flush with the surroundings as possible. Subslab vapor samples will be collected and submitted to a laboratory for ethylbenzene, toluene, total xylenes, tetrachloroethene (PCE), trichloroethene (TCE), and cis-1, 2-dichloroethene (cis-DCE) analysis. The sample probes will be left in place until it is determined that a potential second round of sampling is not necessary. Once determined they are no longer needed, the sample probes will be removed and the holes will be filled with cement mix to the surface (as near to pre-sampling conditions as possible).

Five soil borings will be advanced within the building to approximately 12 feet below ground surface using direct push drilling methods. Prior to soil sampling efforts, a 6-inch diameter concrete core drill will be used to cut the concrete floor and non-native material will be removed to provide access for sampling efforts. Soil samples will be collected and submitted to a laboratory for ethylbenzene, toluene, total xylenes, PCE, TCE, and cis-DCE analysis. Upon completion of the sampling efforts, the boreholes will be filled with bentonite, and the holes in the floor will be patched with concrete.

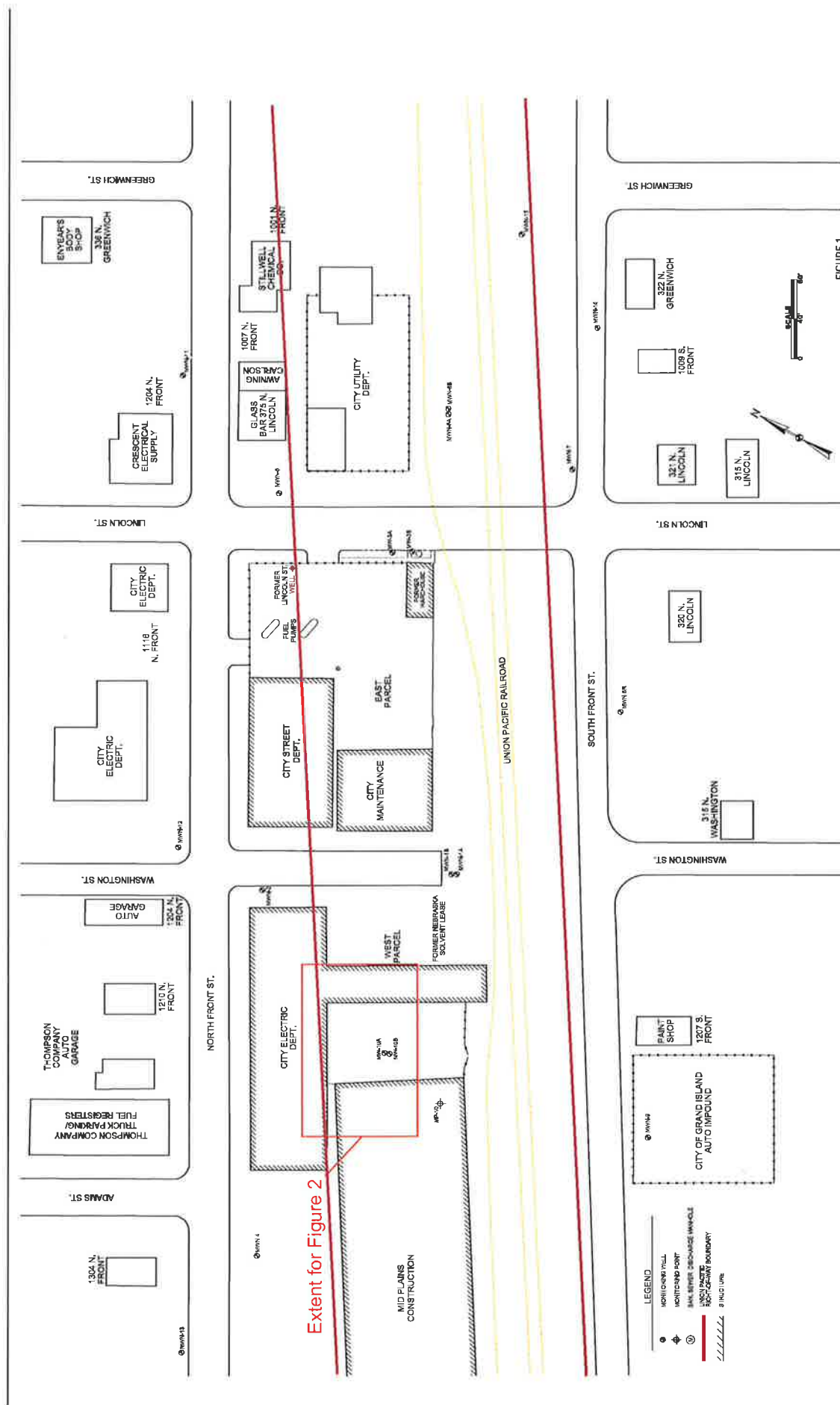


FIGURE 1
 Site Layout
 Work Plan, Cleburn Street Well Superfund Site (OU5)
 Grand Island, Nebraska

Source: Foth Infrastructure & Environment, LLC, 2010
 ES0308120642ASAC Figure_1a.dwg 05-09-2012

CH2MHILL

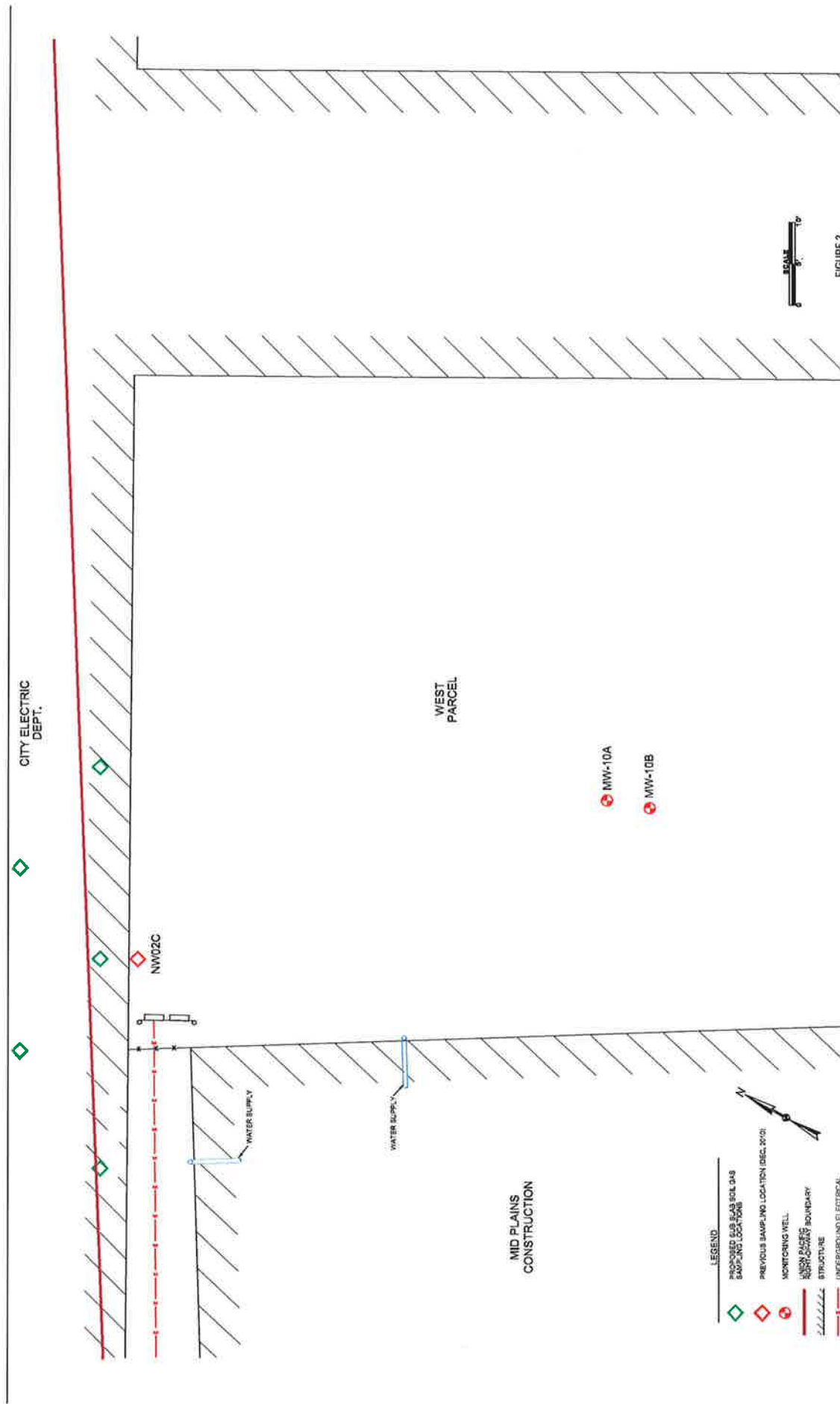


FIGURE 2
Proposed Sampling Locations
Work Plan, Cleburn Street Well Superfund Site (OU5)
Grand Island, Nebraska

Source: Fohr Infrastructure & Environment, LLC, 2012
E033501064255C, Figure 2a, 108in, 05/11/2012

CH2MHILL

RESOLUTION 2012-202

WHEREAS, the City of Grand Island owns the building at 1219 W. North Front Street; and

WHEREAS, the areas south and east of the building have been used in the past as bulk oil and chemical storage since 1924; and

WHEREAS, the area that was contaminated is currently being cleaned up by the Union Pacific Railroad with the assistance of the Environmental Protection Agency (EPA); and

WHEREAS, the clean-up crew is requesting access to the building to bore monitoring holes to determine if the clean-up efforts are working.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Access Agreement between the City of Grand Island and the Union Pacific Railroad is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G8

#2012-203 - Approving Bid Award for Liquid Ortho-Polyphosphate for Corrosion Control

Staff Contact: Tim Luchsinger

Council Agenda Memo

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

Meeting Date: August 14, 2012

Subject: Purchase of Liquid Ortho-Polyphosphate for Corrosion Control

Item #'s: G-8

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

Background

The City was issued an Administrative Order by the Nebraska Health and Human Services on March 24, 1998, requiring compliance with the Lead and Copper Rule. Because City water was corrosive enough to leach copper from household plumbing and fixtures in excess of EPA limits, the order required the preparation of an Optimum Corrosion Control Treatment program (OCCT).

The OCCT program includes the addition of liquid ortho-polyphosphate solution to the source water to reduce the corrosiveness of the naturally occurring source water. The addition was implemented in May, 2003. Subsequent testing of the water system indicates that the goal of reducing corrosiveness, and thus copper levels, to comply with the regulatory order has been achieved.

Discussion

The Utilities Department solicits bids annually for the treatment solution. The current contract to provide the additive for this year is completed. Therefore, specifications for the purchase of Liquid Ortho-Polyphosphate for Corrosion Control for another year were prepared and issued for bid. The specifications require a firm price for the product to maintain the guaranteed dose rate. Bids were publicly opened on July 24, 2012. Four bids were received as listed below. The bids were evaluated based upon the total cost to treat 4.5 billion gallons of water (a high estimate of annual treatment needed). The engineer's estimate for this project was \$175,000.00.

Bidder	Unit Price/gal	Price/mil gal	Annual cost
Carus Phosphates, Inc.	\$ 4.93	\$19.72	\$ 88,740.00
Thatcher Company of Montana	\$ 5.18	\$20.72	\$ 93,218.40
Pristine Water Solutions	\$ 5.44	\$21.78	\$ 97,992.00
Shannon Chemical Corporation	\$ 5.61	\$22.44	\$100,980.00

Department staff has reviewed the bids for compliance with the City's detailed specifications. The products proposed by the suppliers are similar in chemical composition, as well as with another product successfully used in the past. The current dosage rate has been approved as part of the OCCT and has proven to achieve compliance with State Health Department regulations. Based on using the same dosage rates, the current supplier, Carus Phosphates, is recommended as the low evaluated bidder.

Alternatives

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

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

Recommendation

City Administration recommends that the purchase of Liquid Ortho-Polyphosphate for Corrosion Control be awarded to Carus Phosphates, Inc., of Peru, Illinois, as the low responsive bidder, for a not-to-exceed price of \$19.72 per million gallons of water treated; an annual amount estimate of \$88,740.00. The actual annual amount will depend on City water usage.

Sample Motion

Motion to approve award for the purchase of Liquid Ortho-Polyphosphate for Corrosion Control in the amount of \$19.72 per million gallons of treated water, to Carus Phosphates, Inc., of Peru, Illinois.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 24, 2012 at 2:00 p.m.
FOR: Liquid Ortho-Polyphosphate for Corrosion Control
DEPARTMENT: Utilities
ESTIMATE: \$175,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: July 10, 2012
NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder:	<u>Pristine Water Solutions</u> Waukegan, IL	<u>Shannon Chemical Corporation</u> Malvern, PA
Bid Security:	Official Check	Official Check
Exceptions:	None	None
Unit Price:	\$5.444	\$5.61
Cost of Treatment:	\$21.776	\$22.44
Total Project Cost:	\$97,992.00	\$100,980.00

Bidder:	<u>Carus Chemical Company</u> Peru, IL	<u>Thatcher Company of Montana</u> Salt Lake City, UT
Bid Security:	International Fidelity Ins. Co.	Cashier's Check
Exceptions:	None	None
Unit Price:	\$4.93	\$5.1788
Cost of Treatment:	\$19.72	\$20.7152
Total Project Cost:	\$88,740.00	\$93,218.40

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent

Karen Nagel, Utilities Secretary
Emily Muth, Reg/Environmental Manger

P1575

RESOLUTION 2012-203

WHEREAS, the City Water Department invited sealed bids for Liquid Ortho-Polyphosphate for Corrosion Control; and

WHEREAS, on July 24, 2012, bids were received, opened and reviewed; and

WHEREAS, Carus Phosphates, Inc., of Peru, Illinois, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, for a not to exceed price of \$19.72 per million gallons of water treated, at an annual amount estimated at \$88,740.00 (the actual annual amount will depend on City water usage); and

WHEREAS, the bid of Carus Phosphates, Inc., is less than the estimate for Liquid Ortho-Polyphosphate for Corrosion Control.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Carus Phosphates, Inc., of Peru, Illinois, for a not to exceed price of \$19.72 per million gallons of water treated, in an annual amount estimated at \$88,740.00, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	▣ _____
August 16, 2012	▣ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G9

#2012-204 - Approving Bid Award - Water Main Districts 464 & 465 - Wildwood Subdivision

Staff Contact: Tim Luchsinger, Jason Eley

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, City Attorney

Meeting: August 14, 2012

Subject: Approving Bid Award – Water Main Districts 464 & 465
Wildwood Subdivision

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 464 and District 465 were created at the request of area property owners to provide municipal water service to their properties within the Wildwood Subdivision located at the southwest corner of Wildwood Drive and Highway 281. Two separate districts were created to allow the property owners within the area to decide if they wanted City water service.

The proposed project will install a 16" diameter water main in Antelope Drive, a 12" main in Wildwood Drive, and 8" mains in Elk and Cougar Drives. The eligible construction costs will be charged to the property owners within the district's boundaries.

Attached is a map of the area indicating the boundaries of each District.

Discussion

Both districts passed the protest period and the contract documents for the joint project were prepared and advertised in accordance with City Procurement Codes. Eight construction companies received copies of the documents and three firms submitted bids as follows. The engineer's estimate for this bid is \$390,000.

Bidder	Bid Price
Diamond Engineering Company	\$350,547.94
K2 Construction	\$493,062.18
General Excavating	\$493,893.25

The bids were reviewed by Department engineering staff and all bids were compliant with the specifications with the exception an incorrect pipe quantity on the bid from K2 Construction. Using unit pricing included in their bid, an adjustment of \$480.48 revises their total bid to \$493,542.66. A copy of the evaluated pricing from the three firms is attached.

The revised amount does not change the ranking of the bids. The Diamond Engineering Company, of Grand Island is recommended by the Department as the low bidder at \$350,547.94.

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 Water Main District 464 and 465, Wildwood Subdivision, to the low responsive bidder, the Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$350,547.94.

Sample Motion

Move to award to bid for Water Main Districts 464 and 465 (Wildwood Subdivision) to The Diamond Engineering Company, of Grand Island, Nebraska, in the amount of \$350,547.94.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 26, 2012 at 2:00 p.m.
FOR: Water Main Districts 464 & 465 (Wildwood Subdivision)
DEPARTMENT: Utilities
ESTIMATE: \$390,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: July 6, 2012
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>K2 Construction</u> Lincoln, NE
Bid Security:	Universal Surety Co.	Western Surety Co.
Exceptions:	None	None
Bid Price:	\$350,547.94	\$493,062.18

Bidder:	<u>General Excavating</u> Lincoln, NE
Bid Security:	Universal Surety Co.
Exceptions:	None
Bid Price:	\$493,893.25

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Tom Barnes, Engineering Manager

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

P1570



**WATER MAIN
DISTRICT 465
BOUNDARY**

WILDWOOD DR

ELK DR

COUGAR DR

**WATER MAIN
DISTRICT 464
BOUNDARY**

ANTELOPE DR

US HIGHWAY 281

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

Water Main District 464
Water Main District 465

WATER MAIN DISTRICTS 464 AND 465

Wildwood Subdivision; Antelope Dr, Elk Dr, and Cougar Dr.

Bids: 7/26/2012

Item	Description	Estimated		Diamond Engineering Co.		K2 Construction		General Excavating	
		Quantity	Unit	Bid	Total Price	Bid	Total Price	Bid	Total Price
				Unit Price		Unit Price		Unit Price	
D. 1.01	16" D.I. Pipe (R.J.)	823.10	l.f.	\$126.00	\$103,710.60	\$180.17	\$148,297.93	\$173.88	\$143,120.63
D. 1.02	12" D.I. Pipe (R.J.)	770.00	l.f.	\$84.00	\$64,680.00	\$110.43	\$85,031.10	\$116.73	\$89,882.10
D. 1.03	8" D.I. Pipe (R.J.)	1,601.60	l.f.	\$61.00	\$97,697.60	\$80.49	\$128,912.78	\$87.66	\$140,396.26
D. 1.04	16"X16"x8" Tee (M.J.)	1.00	ea.	\$788.00	\$788.00	\$1,060.40	\$1,060.40	\$686.99	\$686.99
D. 1.05	16"X16"X6" Tee (M.J.)	2.00	ea.	\$748.00	\$1,496.00	\$1,027.91	\$2,055.82	\$655.31	\$1,310.62
D. 1.06	16" Plug (M.J.)	1.00	ea.	\$387.00	\$387.00	\$423.16	\$423.16	\$307.38	\$307.38
D. 1.07	16" Sleeve Coupling	3.00	ea.	\$597.00	\$1,791.00	\$782.47	\$2,347.41	\$552.48	\$1,657.44
D. 1.08	16" Butterfly Valve	1.00	ea.	\$3,021.00	\$3,021.00	\$3,216.96	\$3,216.96	\$2,990.00	\$2,990.00
D. 1.09	12"X12"X8" Tee (M.J.)	1.00	ea.	\$458.00	\$458.00	\$415.84	\$415.84	\$468.00	\$468.00
D. 1.10	12"X12"X6" Tee (M.J.)	2.00	ea.	\$422.00	\$844.00	\$386.78	\$773.56	\$439.66	\$879.32
D. 1.11	12"X45° Ell (M.J.)	2.00	ea.	\$375.00	\$750.00	\$349.16	\$698.32	\$303.48	\$606.96
D. 1.12	12" Cap (M.J.) W/2" Tap	1.00	ea.	\$273.00	\$273.00	\$238.77	\$238.77	\$213.50	\$213.50
D. 1.13	12" Retainer Gland	1.00	ea.	\$163.00	\$163.00	\$211.50	\$211.50	\$119.47	\$119.47
D. 1.14	12" R.S. Gate Valve	1.00	ea.	\$2,370.00	\$2,370.00	\$2,308.82	\$2,308.82	\$1,941.50	\$1,941.50
D. 1.15	8"X8"X6" Tee (M.J.)	3.00	ea.	\$308.80	\$926.40	\$248.80	\$746.40	\$506.30	\$1,518.90
D. 1.16	8"X90° Ell (M.J.)	1.00	ea.	\$255.00	\$255.00	\$211.75	\$211.75	\$220.66	\$220.66
D. 1.17	8" R.S. Gate Valve	3.00	ea.	\$1,285.00	\$3,855.00	\$1,382.91	\$4,148.73	\$1,039.00	\$3,117.00
D. 1.18	Valve Box	5.00	ea.	\$160.00	\$800.00	\$429.98	\$2,149.90	\$128.00	\$640.00
D. 1.19	1.5" Copper Service Complete	13.00	ea.	\$1,850.00	\$24,050.00	\$1,365.40	\$17,750.20	\$2,912.43	\$37,861.59
D. 1.20	Fire Hydrant Assembly Complete	7.00	ea.	\$1,765.00	\$12,355.00	\$3,674.50	\$25,721.50	\$3,220.00	\$22,540.00
D. 1.21	Thrust Block	13.00	ea.	\$372.00	\$4,836.00	\$180.75	\$2,349.75	\$220.00	\$2,860.00
D. 1.22	Bell Block	1.00	ea.	\$570.00	\$570.00	\$180.75	\$180.75	\$548.00	\$548.00
D. 1.23	8 mil Polywrap	3,194.70	l.f.	\$1.90	\$6,069.93	\$1.24	\$3,961.43	\$1.60	\$5,111.52
D. 1.24	Remove Asph./Conc. Roadway	177.80	s.y.	\$8.70	\$1,546.86	\$14.00	\$2,489.20	\$11.00	\$1,955.80
D. 1.25	Replace Concrete Roadway	81.30	s.y.	\$41.00	\$3,333.30	\$60.91	\$4,951.98	\$100.00	\$8,130.00
D. 1.26	Remove Asph./Conc. Driveway	79.50	s.y.	\$9.50	\$755.25	\$14.00	\$1,113.00	\$10.00	\$795.00
D. 1.27	Replace Asph./Conc. Driveway	46.20	s.y.	\$42.00	\$1,940.40	\$60.91	\$2,814.04	\$100.00	\$4,620.00
D. 1.28	Remove Grave Driveway	55.20	s.y.	\$2.50	\$138.00	\$7.00	\$386.40	\$1.00	\$55.20
D. 1.29	Replace Gravel Driveway	7.80	tn	\$27.00	\$210.60	\$34.50	\$269.10	\$24.18	\$188.60
D. 1.30	Temporary Resurfacing	129.80	s.y.	\$26.00	\$3,374.80	\$18.46	\$2,396.11	\$15.95	\$2,070.31
D. 1.31	Remove and Salvage 16" Cap W/Retainer Gland	1.00	ea.	\$280.00	\$280.00	\$210.00	\$210.00	\$199.00	\$199.00
D. 1.32	Remove and Salvage 12" Plug	1.00	ea.	\$280.00	\$280.00	\$175.00	\$175.00	\$99.50	\$99.50
D. 1.33	Bollard	3.00	ea.	\$287.00	\$861.00	\$1,198.35	\$3,595.05	\$499.00	\$1,497.00
D. 1.34	Seeding	0.35	Ac	\$6,232.00	\$2,181.20	\$3,942.86	\$1,380.00	\$5,400.00	\$1,890.00
D. 1.35	Dewatering	300.00	lf	\$10.00	\$3,000.00	\$98.75	\$29,625.00	\$34.65	\$10,395.00
D. 1.36	Temporary Traffic Control	Lump Sum		\$500.00	\$500.00	\$10,925.00	\$10,925.00	\$3,000.00	\$3,000.00
Evaluated Bid Amount					\$350,547.94		\$493,542.66		\$493,893.25
"as read" Bid Amount					\$350,547.94		\$493,062.18		\$493,893.25

RESOLUTION 2012-204

WHEREAS, the City of Grand Island invited sealed bids for Water Main District 464 and 465 in the Wildwood Subdivision, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 26, 2012, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company, of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$350,547.94; and

WHEREAS, the bid of The Diamond Engineering Company is less than the estimate for Water Main District 464 and 465.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company, in the amount of \$350,547.94, for the construction of Water Main Districts 464 and 465 in the Wildwood Subdivision, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	▣ _____
August 16, 2012	▣ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G10

#2012-205 - Approving Bid Award - Vacuum, Blast Cleaning and High Pressure Wash - Fall Outage, 2012 at Platte Generating Station

Staff Contact: Tim Luchsinger, Jason Eley

Council Agenda Memo

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

Meeting Date: August 14, 2012

Subject: Vacuum, Blast Cleaning and High Pressure Wash – Fall Outage 2012

Item #'s: G-10

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

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components.

The next outage is scheduled for September of this year. Specifications were developed by the plant maintenance staff to include grit blasting of the electrostatic precipitator, bulk vacuuming of the associated ductwork and hoppers and high pressure water wash of the Air Heater and bottom ash system. Sections of Superheat and Reheat boiler tubing showing past signs of ash accumulation will also be cleaned and vacuumed under this contract during this outage.

Discussion

The specifications for the Vacuum, Blast Cleaning and High Pressure Wash-Fall Outage 2012 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 7, 2012. Specifications were sent to four potential bidders and responses were received as listed below. The base engineer's estimate for this project was \$100,000.00.

Bidder	Base Bid	Tax	Total Bid
Meylan Enterprises, Inc. Omaha, NE	\$ 94,819.90	\$ 7,136.98	\$ 101,956.88
W-S Industrial Services, Inc. Council Bluffs, IA	\$ 135,404.00	\$ 9,478.52	\$ 144,882.52

Both bidders listed no exceptions to the specification. The bid from Meylan Enterprises, Inc. is compliant with specifications and the base bid is within 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 Council award the contract for Vacuum, Blast Cleaning and High Pressure Wash - Fall Outage, 2012, to Meylan Enterprises, Inc., of Omaha, Nebraska, as the low responsive bidder, with the total bid price (including taxes), of \$101,956.88.

Sample Motion

Motion to approve the bid (including taxes) of \$101,956.88, from Meylan Enterprises, Inc., for the Vacuum, Blast Cleaning and High Pressure Wash - Fall Outage, 2012.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 7, 2012 at 2:00 p.m.
FOR: Vacuum, Blast Cleaning and High Pressure Wash – Fall Outage 2012
DEPARTMENT: Utilities
ESTIMATE: \$100,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: July 19, 2012
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>W –S Industrial Services</u>	<u>Meylan Enterprise, Inc.</u>
	Council Bluffs, IA	Omaha, NE
Bid Security:	Merchants Bonding Co	Universal Surety Co.
Exceptions:	Noted	Noted
Bid Price:		
Material:	\$67,176.00	\$20,396.50
Labor:	\$68,228.00	\$74,423.40
Sales Tax:	<u>\$ 9,478.52</u>	<u>\$ 7,136.98</u>
Total Bid:	\$144,882.52	\$101,956.88

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Darrell Dorsey, PGS Superintendent

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Karen Nagel, Utility Secretary

P1577

RESOLUTION 2012-205

WHEREAS, the City of Grand Island invited sealed bids for Vacuum, Blast Cleaning and High Pressure Wash for the Fall Outage at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 7, 2012, bids were received, opened and reviewed; and

WHEREAS, Meylan Enterprises, of Omaha, 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 \$94,819.90 plus tax (\$7,136.98) for a total bid amount of \$101,956.88; and

WHEREAS, the base bid of Meylan Enterprises is less than the estimate for Vacuum, Blast Cleaning and High Pressure Wash - Fall Outage at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Meylan Enterprises, Inc., in the total amount (including tax) of \$101,956.88, for Vacuum, Blast Cleaning and High Pressure Wash – Fall Outage at Platte Generating Station, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G11

#2012-206 - Approving Agreement with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System from Wildwood Subdivision to Interstate 80 (District No. 530T) and Construction Phase Services for Sewer/Paving in Wildwood Subdivision (District No. 528)

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: August 14, 2012

Subject: Approving Agreement with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System from Wildwood Subdivision to Interstate 80 (District No. 530T) and Construction Phase Services for Sewer/Paving in Wildwood Subdivision (District No. 528)

Item #'s: G-11

Presenter(s): Terry Brown, Interim Public Works Director

Background

On June 18, 2012 the Engineering Division of the Public Works Department solicited requests for qualifications for professional engineering consulting services for design services for the extension of Grand Island's public sanitary sewer system from Wildwood Subdivision to Interstate 80 (District No. 530T). The solicitation was sent to 8 potential consulting firms.

Discussion

Four (4) consulting firms responded to the Request for Qualifications (RFQ).

Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

The anticipated start date of such work is August 20, 2012, with an anticipated completion date of August 15, 2013.

The scope of this agreement will entail coordination with the Nebraska Department of Environmental Quality (NDEQ) regarding the State Revolving Funds (SRF), easement acquisition, geotechnical investigation, sanitary sewer design, project permitting, bid phase services, construction observation, construction administration services, and

project close-out for the US Highway 281 sanitary sewer extension. The portion of the agreement addressing the Wildwood Subdivision sanitary sewer extension will include construction administration services, construction observation, and project close-out.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Grand Island, Nebraska and pass a Resolution authorizing the Mayor to sign the agreement, for a total amount of \$235,150.00.

Sample Motion

Move to approve the resolution.



LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

July 25, 2012

City of Grand Island
Attn: Terry Brown
100 East First Street
Grand Island, NE 68801

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**

Extension of Grand Island's Public Sanitary Sewer System From Wildwood Subdivision to Interstate 80 (District No. 530T), AND Construction Phase Services for Sewer/Paving in Wildwood Subdivision (District No. 528) "Project"
Grand Island, NE

Dear Mr. Brown:

It is our understanding that the City of Grand Island, NE ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.
2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Exhibit A hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: August 20, 2012

Anticipated Completion Date: August 15, 2013

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

4. Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed:

Highway 281 Gravity Sewer Fees	\$172,550.00
Wildwood Subdivision Fees	\$ 62,600.00


Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

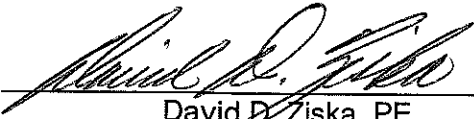
REIMBURSABLE EXPENSE: Olsson's reimbursable expenses for this Project are included in the fixed fee set forth in Paragraph 4 above.

TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.
6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.
7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES "ENGINEER"

By 
Joseph C. Baxter, PE

By 
David D. Ziska, PE

If you accept the preceding proposal and the Agreement,
please sign:

CITY OF GRAND ISLAND, NE "CLIENT"

By _____

Title _____

Dated: _____

If different from above,

Client's Designated Project Representative

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT or MASTER AGREEMENT, dated July 25, 2012 between City of Grand Island, NE ("Client") and Olsson Associates ("Olsson") for professional services in connection with the Extension of Grand Island's Public Sanitary Sewer System From Wildwood Subdivision to Interstate 80 (District No. 530T) and Wildwood Subdivision (District No. 528), hereinafter called the "Project".

SECTION 1—OLSSON'S BASIC SERVICES

See Exhibit "A", attached

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If Client and Olsson mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to

arrange for performance by persons other than the prime contractor and those services necessary to administer Client's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's service.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Master Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to Client of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Client pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.555/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost+10%
Telephone and	
Fax Transmissions	Actual Cost+10%
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the work on the project will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of the Contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the project made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who

shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Olsson's home office, Nebraska.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on

any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Olsson. If prior to the Bidding or Negotiating

Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska or the State of the project locale. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska or the project State locale.

7.5 Subconsultants

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 Client and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to

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personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

7.8.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.8.2 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed **the total amount of Olsson's fees earned under this Agreement**. Client acknowledges that such causes include, but are not limited to, Olsson's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

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EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED July 25, 2012

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Agreement dated July 25, 2012 between City of Grand Island, NE (Client) and Olsson Associates (Olsson) providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

OLSSON shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

PHASE 400: NDEQ SRF FUNDS COORDINATION (HIGHWAY 281 SEWER)

Olsson shall complete items associated with the compliance of the Nebraska Department of Environmental Quality State Revolving Loan Funds (NDEQ SRF) requirements. Tasks to be completed include:

- Task 401: State and Federal Agency Notification** – Olsson shall prepare and submit the project notification to the required state and federal agencies. Olsson shall also respond to one (1) round of comments from the agencies.
- Task 402: Public Meeting** – Olsson shall assist the City in the preparation for and holding of the required public meeting for the NDEQ SRF funds.
- Task 403: NDEQ Coordination** – Olsson shall coordinate with NDEQ on the necessary funding items of the project.

PHASE 400 FEES - \$1,900.00

PHASE 500: EASEMENT ACQUISITION (HIGHWAY 281 SEWER)

Olsson shall complete items associated with the permanent and temporary easement acquisition for the tracts along the sanitary sewer route along Highway 281. It is anticipated that there are ten (10) tracts with a total of four (4) individual landowners from which easements will be required. Tasks to be completed include:

- Task 501: Easement Descriptions & Tract Drawings** – Olsson shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.
- Task 502: Title Search & Appraisals** – Olsson shall perform a title search and have an appraisal completed for each of the impacted tracts

for use in the acquisition of the temporary and/or permanent easement.

Task 503: Easement Acquisitions – Olsson shall assist the City in the negotiations for the acquisition of the temporary and/or permanent easements. Olsson will prepare the easement documents, present, explain offers, answer related questions, and secure signatures from interested parties. Olsson will attempt to meet with each property owner at least three times if necessary.

Olsson will perform the services in accordance with the City of Grand Island's procedures. The goal will be to acquire the necessary right of way through amicable negotiations. If condemnation is required, Olsson will deliver the parcel files to the City of Grand Island and be available for consultation or condemnation testimony.

Olsson will submit signed purchase agreements, deeds and temporary easements, along with a payment transmittal letter to the City. The City will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. The City will record the deeds at the County Courthouse, and provide copies of the recorded documents and payment vouchers or checks to Olsson in order to complete the acquisition file.

PHASE 500 FEES - \$21,450.00

PHASE 510: GEOTECHNICAL INVESTIGATION (HIGHWAY 281 SEWER)

Olsson shall perform 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:

Task 511: Geotechnical Borings – Olsson shall perform 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 field and laboratory tests and analyses which are required to provide design information.

Task 512: Geotechnical Report – Olsson shall prepare a geotechnical report interpreting the data on the exploratory work. Included will be recommendations for testing and setting out the site conditions that can be anticipated from this initial exploratory work.

PHASE 510 FEES - \$6,100.00

PHASE 520 – SANITARY SEWER DESIGN (HIGHWAY 281 SEWER)

Olsson shall prepare plans and specifications that can be used as bid and construction documents that will allow the project to be competitively bid and constructed. The tasks performed shall include:

- Task 521: Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.
 - Task 522: Design of Sanitary Sewer Improvements** – Olsson shall design the sanitary sewer improvements (as outlined in the proposal submitted to the City). These improvements will include sanitary sewer line sizing, manhole locations, and sewer stub-out locations.
 - Task 523: Prepare Plans & Specifications** – Olsson shall prepare plan sheets, technical specifications, and front end documents for the proposed project. The complete plans and specifications will be submitted to the Nebraska Department of Environmental Quality for review. The City is responsible for any review fees.
 - Task 524: Quality Control Review** – Olsson shall perform an in-house quality control review to evaluate the construction documents and provide review comments. Olsson will also prepare a final opinion of probable cost for the project based upon the information in the plans and specifications.
 - Task 525: Meetings with Owner** – Olsson will meet with the Client to discuss the development of the plans and specifications. A total of three (3) meetings are anticipated.
-
- Task 526: Prepare Cost Opinion** - A final opinion of probable construction cost shall be prepared, based upon the information in the plans and specifications and presented to the Client.
 - Task 527: Tap Fee Development** – Olsson will work with the City on evaluating the costs and developing the tap fees for the sanitary sewer line.

PHASE 520 FEES – \$44,500.00

PHASE 530 – PROJECT PERMITTING (HIGHWAY 281 SEWER)

Olsson shall work with the City on obtaining the necessary permits that will be required to construct the project. The tasks performed shall include:

- Task 531: Wetland Delineation & Corps of Engineers 404 Permit** – Olsson shall complete a wetland delineation for the following areas: Wildwood Subdivision project (from the north end of the Platte Valley Industrial Park to the north end of Wildwood

Subdivision); Highway 281 Sewer project (from the north end of Wildwood Subdivision to the north end of the Bosselman Subdivision); and S.I.D. Sewer Project (from the north end of the Bosselman Subdivision to the Highway Hotels property and the USA Inn property). Olsson shall also prepare a U.S. Corps of Engineers Nationwide 404 permit application.

An individual permit is not anticipated for this project and not included in the estimated fees.

Task 532: NDOR and Hall County Permits – Olsson shall prepare the necessary NDOR and Hall County permits required for the project. The anticipated permits are permits to occupy and cross NDOR right-of-way and a permit to cross Hall County right-of-way.

Task 533: SWPPP – Olsson shall prepare Erosion Control Documents containing the following:

- Plan Sheet(s) showing the location of BMP's.
- Details & Standard Plans of BMP's to be used.
- 3-ring binder complete with permit and supporting documents
- Fill out Notice of Intent (NOI).
 - Submittal of the NOI is the responsibility of Client.
- At the preconstruction meeting, yet to be scheduled, the needed maintenance & updating of the plan through completion and seeding will be discussed.

Client will provide to Olsson the following:

- Name, address, phone number and e-mail of the onsite foreman who will be responsible for the SWPPP and inspections during construction.

Exclusions

- Bi-weekly Stormwater Construction Site Inspection Report completion
 - The proper filling out of these reports will be covered at the preconstruction meeting.
- Completion and submittal of the Notice of Termination (NOT)
 - The proper filling out of this form will be covered at the preconstruction meeting.

PHASE 530 FEES - \$11,100.00

PHASE 600 – BID PHASE SERVICES (HIGHWAY 281 SEWER)

Olsson shall assist the Client in bidding the project. The tasks shall include:

- Task 601: Prepare and Distribute Bid Documents** – Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Olsson shall maintain a list of current holders of bid documents.
- Task 602: Answer Bidder Inquiries** – Olsson shall answer bidder's inquiries & questions regarding the construction documents.
- Task 603: Prepare Addenda** – Olsson shall prepare and distribute addenda to the bidders that may be needed during the bid phase.
- Task 604: Attend Bid Opening** – Olsson shall attend bid opening to assist Client in opening bids.
- Task 605: Evaluate Bids & Recommend Award** – Olsson shall assist the City in evaluating the bids and qualifications of the bidders, and provide a Recommendation of Award to Client. Client to prepare bid tabulation.

PHASE 600 FEES - \$5,100.00

PHASE 620 – CONSTRUCTION ADMINISTRATION SERVICES (HIGHWAY 281 SEWER)

Olsson shall assist the Owner in the Administration of the project during the construction phase of the project. Olsson shall perform the tasks listed below:

- Task 621: Organize Pre-construction Meeting** - Olsson shall organize and attend the pre-construction meeting, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the pre-construction meeting.
- Task 622: Review Submittal Data** - Olsson shall review the Contractor's submittal data on materials for general conformance with the intent of the design.
- Task 623: Construction Progress Meetings** - Olsson shall attend construction progress meetings, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the progress meetings for the project. A total of six (6) construction progress meetings are anticipated.
- Task 624: Review Progress Payments** - Olsson shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and

mathematical accuracy. A total of seven (7) progress payments are anticipated.

Task 625: Prepare Change Orders - Olsson shall review and prepare construction change orders and present to the Client. A total of two (2) construction change orders are anticipated.

Task 626: Project Management – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

PHASE 620 FEES - \$17,500.00

PHASE 630 – CONSTRUCTION ADMINISTRATION SERVICES (WILDWOOD SUBDIVISION)

Olsson shall assist the Owner in the administration of the Wildwood Subdivision project (which is a City design project) during the construction phase of the project. Note: It is anticipated that there will be a degree of overlap in services between Highway 281 project and the Wildwood Subdivision project so a corresponding decrease in actual fees has been included. Olsson shall perform the tasks listed below:

Task 631: Organize Pre-construction Meeting - Olsson shall organize and attend the pre-construction meeting, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the pre-construction meeting.

Task 632: Review Submittal Data - Olsson shall review the Contractor's submittal data on materials for general conformance with the intent of the design.

Task 633: Construction Progress Meetings - Olsson shall attend construction progress meetings, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the progress meetings for the project. A total of four (4) construction progress meetings are anticipated.

Task 634: Review Progress Payments - Olsson shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy. A total of four (4) progress payments are anticipated.

Task 635: Prepare Change Orders - Olsson shall review and prepare construction change orders and present to the Client. A total of two (2) construction change orders are anticipated.

Task 636: Project Management – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

PHASE 630 FEES - \$7,300.00

PHASE 640. CONSTRUCTION OBSERVATION (HIGHWAY 281 SEWER)

Olsson shall perform full time construction observation services on behalf of the Client during the construction of the project.

- Task 641: Construction Observation** - Duties and responsibilities of the Olsson's Resident Project Representative shall be as described in "Exhibit B - Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative." A representative will be on site when work of substance is being completed. A total of twenty-two (22) weeks of full time observation is anticipated.
- Task 642: Construction Materials Testing** – Olsson shall perform the materials testing for the project. The testing that is anticipated is soil compaction testing and concrete testing. Any testing on the dewatering water shall be the responsibility of the Contractor.
- Task 643: Construction Staking** – Olsson shall be responsible for the construction staking required to complete the work for the sanitary sewer lines. The level of construction staking that is to be provided will be detailed in the project specifications.

PHASE 640 FEES - \$59,600.00

PHASE 650. CONSTRUCTION OBSERVATION (WILDWOOD SUBDIVISION)

Olsson shall perform full time construction observation services on the Wildwood Subdivision project (which is a City design project) on behalf of the Client during the construction of the project. Note: It is anticipated that there will be a degree of overlap in services between Highway 281 project and the Wildwood Subdivision project so a corresponding decrease in actual fees has been included.

- Task 651: Construction Observation** - Duties and responsibilities of the Olsson's Resident Project Representative shall be as described in "Exhibit B - Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative." A representative will be on site when work of substance is being completed. A total of fifteen (15) weeks of full time observation is anticipated.
- Task 652: Construction Materials Testing** – Olsson shall perform the materials testing for the project. The testing that is anticipated is soil compaction testing and concrete testing. Any testing on the dewatering water shall be the responsibility of the Contractor.
- Task 653: Construction Staking** – Olsson shall be responsible for the construction staking required to complete the work for the

sanitary sewer lines and paving. The level of construction staking that is to be provided will be detailed in the project specifications.

PHASE 650 FEES - \$49,700.00

PHASE 700. PROJECT CLOSE-OUT (HIGHWAY 281 SEWER)

Olsson shall complete the following services to close out the project. These services shall include the following:

- Task 701: Organize Final Inspection** - Olsson shall organize and attend the final inspection of the project with the Client's personnel and regulatory agencies and provide written comments to the Client.
- Task 702: Review Contractor's Records** - Olsson shall review the Contractor's record drawings for completeness and legibility. Olsson shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.
- Task 703: Prepare Record Drawing Package** - Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall also prepare a summary of the materials testing that was completed on the project. Olsson shall provide the Client with two (2) sets of record drawings and testing package and a CD of the .pdfs of the record drawings and testing package.

PHASE 700 FEES - \$5,300.00

PHASE 710. PROJECT CLOSE-OUT (WILDWOOD SUBDIVISION)

Olsson shall complete the following services on the Wildwood Subdivision project (which is a City design project) on behalf of the Client to close out the project. These services shall include the following:

- Task 711: Organize Final Inspection** - Olsson shall organize and attend the final inspection of the project with the Client's personnel and regulatory agencies and provide written comments to the Client.
- Task 712: Review Contractor's Records** - Olsson shall review the Contractor's record drawings for completeness and legibility. Olsson shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.
- Task 713: Prepare Record Drawing Package** - Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to

reflect the construction records for the project. Olsson shall also prepare a summary of the materials testing that was completed on the project. Olsson shall provide the Client with two (2) sets of record drawings and testing package and a CD of the .pdfs of the record drawings and testing package.

PHASE 710 FEES - \$5,600.00

**A LISTING OF THE DUTIES, RESPONSIBILITIES
AND LIMITATIONS OF AUTHORITY OF THE
RESIDENT PROJECT REPRESENTATIVE**

Olsson shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Olsson in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Olsson shall endeavor to provide further protection for CLIENT against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make Olsson responsible for or give Olsson control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of Olsson in Olsson's agreement with the CLIENT and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Olsson's agent at the site, will act as directed by and under the supervision of Olsson, and will confer with Olsson regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with Olsson and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of Olsson.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with Olsson concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as Olsson's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the Olsson in serving as CLIENT's liaison with CONTRACTOR when CONTRACTOR's operations affect CLIENT's on-site operations.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify Olsson of availability of samples for examination.
 - c. Advise Olsson and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Olsson.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist Olsson in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Olsson whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Olsson of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to Olsson appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Olsson.
6. Interpretation of Contract Documents: Report to Olsson when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by Olsson.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to Olsson. Transmit to CONTRACTOR decisions as issued by Olsson.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Olsson's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Olsson.
9. Reports:
 - a. Furnish Olsson periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with Olsson in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to Olsson Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to Olsson and CLIENT upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Olsson, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to

- Olsson for review and forwarding to CLIENT prior to final payment for the Work.
12. Completion:
- a. Before Olsson issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of Olsson, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to Olsson concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Olsson.
2. Shall not exceed limitations of Olsson's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize CLIENT to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Olsson.

G:\Office\PROPOSAL\NORFOLK\20-24 Trans Line\Exhibit B - Norfolk Transmission Line..doc

RESOLUTION 2012-206

WHEREAS, the City of Grand Island requested qualifications for professional services for the extension of Grand Island's public sanitary sewer system from Wildwood Subdivision to Interstate 80 (District No. 530T), and construction phase services for sewer/paving in Wildwood Subdivision (District No. 528); and

WHEREAS, Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria for such work; and

WHEREAS, the cost of such work will be \$172,550.00 for the Highway 281 gravity sewer portion of the services and \$62,600.00 for the Wildwood Subdivision portion.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement between the City of Grand Island and Olsson Associates of Grand Island, Nebraska for engineering consulting services for the extension of Grand Island's public sanitary sewer system from Wildwood Subdivision to Interstate 80 (District No. 530T), and construction phase services for sewer/paving in Wildwood Subdivision (District No. 528) is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G12

**#2012-207 - Approving Change Order No. 1 for Asphalt
Resurfacing Project 2012-AC-1**

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: August 14, 2012

Subject: Approving Change Order No. 1 for Asphalt Resurfacing Project 2012-AC-1

Item #: G-12

Presenter(s): Terry Brown, Interim Public Works Director

Background

Gary Smith Construction Co., Inc., of Grand Island, Nebraska was awarded a \$309,967.70 contract by the City Council on May 8, 2012 for the annual asphalt overlay project. The estimate for the 2011 asphalt resurfacing project was \$395,392.70.

Discussion

With assistance from the Nebraska Department of Roads (NDOR) Materials and Research Division, the specifications for the asphaltic concrete materials were improved to utilize current mix design methodologies and testing procedures. The 2012 Resurfacing project required two different types of SPL (Static Pressure Load) mixes – a leveling course (bottom lift) and a surface course. The SPL Asphaltic Concrete requires higher amounts of crushed aggregate to resist rutting and superior grades of liquid asphaltic cement (oil) for performance and durability.

The specifications allow for addition of Reclaimed Asphalt Pavement, also known as RAP, to substitute for new aggregate and asphaltic cement. RAP is acquired by milling (removal by grinding) existing asphalt pavement. Addition of RAP in new asphalt mixes is encouraged by most State Highway Agencies because of cost benefits and environmental stewardship. A report from the Federal Highway Administration shows that 80 percent of asphalt pavement that is removed is reused, making RAP the most recycled material in the United States.

By utilizing RAP, contractors can reduce their material costs and provide more competitive bids. However, in order for the Contractor to meet the rigid testing standards of our specifications, the RAP must be of high quality and consistency. Typically, the highest quality RAP is from millings acquired from asphalt pavement on Interstate 80 due to its consistency and aggregate quality.

In accordance with the specifications, the Contractor is required to provide and pay for any RAP used in the asphaltic concrete mix. Of three optional sources of RAP that were considered, the Public Works Engineering Division preferred RAP that was acquired from Interstate 80 and owned by NDOR. NDOR policy only allows the sale of RAP to be made directly with another governmental agency.

The City will be invoiced for the cost of the RAP by NDOR. The contractor is being deducted the cost of the RAP through this change order.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Asphalt Maintenance Project 2012-AC-1.

Sample Motion

Move to approve the resolution.

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

CHANGE ORDER NUMBER 1

Date of Issuance: August 14, 2012

PROJECT: Asphalt Maintenance Project 2012-AC-1

CONTRACTOR: Gary Smith Construction Co., Inc.

CONTRACT DATE: May 8, 2012

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Reclaimed Asphalt Pavement (RAP) – Purchased from State	1,205.33 ton	-\$10.00/ton	-\$12,053.30

TOTAL OF CHANGE ORDER NO. 1 **- \$12,053.30**

Contract Price Prior to This Change Order\$309,967.70

Net Increase/Decrease Resulting from this Change Order\$ 12,053.30

Revised Contract Price Including this Change Order.....\$297,914.40

Approval Recommended:

By _____
Terry Brown, Interim Public Works Director

Date _____

The Above Change Order Accepted:

Gary Smith Construction Co., Inc.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2012-207

WHEREAS, on May 8, 2012, by Resolution 2012-117, the City of Grand Island awarded Gary Smith Construction Co., Inc. of Grand Island, Nebraska the bid in the amount of \$309,967.70 for Asphalt Resurfacing Project No. 2012-AC-1; and

WHEREAS, it has been determined that Reclaimed Asphalt Pavement (RAP) acquired from Interstate 80 and owned by Nebraska Department of Roads (NDOR) is in the best interest of the City for such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will decrease the contract amount by \$12,053.30 for a revised contract price of \$297,914.40.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Gary Smith Construction Co., Inc. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G13

**#2012-208 - Approving Redevelopment Area #10 for Property
Located East of South Locust Street and South of Bismark Road**

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

Staff Contact: Chad Nabity

RESOLUTION 2012-208

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, Larry Fowle, has caused to be prepared a Blight and Substandard Study for an area located in southeast Grand Island between Bismark Road and Phoenix Street and along Kimball and Oak Street referred to as Area No. 10; 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, Larry Fowle presented such study to the Grand Island CRA on June 13, 2012 and

WHEREAS, on June 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 July 11, 2012 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on August 14, 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. 10 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G14

#2012-209 - Approving Redevelopment Area #11 for Property Located South of Capital Avenue between Broadwell Avenue and Wheeler Avenue Encompassing the Veteran's Hospital

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

Staff Contact: Chad Nabity

RESOLUTION 2012-209

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, Pridon LLC has caused to be prepared a Blight and Substandard Study for an area located south of Capital Avenue between Broadwell Avenue and Wheeler Avenue encompassing the Veteran's Administration Medical Center referred to as Area No. 11; and

WHEREAS, RDG Planning and Design 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, Pridon LLC presented such study to the Grand Island City Council on June 26, 2012 and

WHEREAS, on June 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 July 11, 2012 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on August 14, 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. 11 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G15

#2012-210 - Approving Purchase of a 2013 Ford Taurus on State Contract for the Fire Department

Staff Contact: Russ Blackburn

Council Agenda Memo

From: Russ Blackburn, Interim Fire Chief

Meeting: August 14, 2012

Subject: Purchase of Staff Car

Item #'s: G-15

Presenter(s): Russ Blackburn, Interim Fire Chief

Background

A 1999 Ford Taurus Wagon has been the Fire Chief's staff vehicle for the past thirteen years. The Taurus wagon has recently developed a wiring problem to the rear taillights. The Taurus wagon currently has 57,206 miles on it.

City council appropriated the funds for a staff vehicle to replace the Taurus Wagon in the 2012 budget.

Discussion

We would like to replace the 1999 Ford Taurus Wagon with a 2013 Ford Taurus 4-door sedan with City Council's approval. The 2013 Taurus is a State bid vehicle with one option added. The option added was all-wheel-drive. This option will help the Fire Chief to get around in winter conditions. The State bid is from Anderson Ford, Lincoln, Mercury, Mazda of Lincoln, NE. The State bid price was \$19,730.00 and with the all-wheel-drive added it comes to \$23,513.00. The amount budgeted for this purchase was \$26,000. Estimated delivery of the vehicle will be eight weeks after the purchase is approved by Council. The 1999 Taurus Wagon will be removed from the Fire Department fleet and sold at auction.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the purchase of the 2013 Ford Taurus Sedan for use in the Fire Department as the Fire Chief's staff vehicle.

Sample Motion

Move to approve the purchase of the 2013 Ford Taurus Sedan for use in the Fire Department as the Fire Chief's staff vehicle in the amount of \$23,513.00.

RESOLUTION 2012-210

WHEREAS, the City Council approved the replacement of a staff car for the Fire Department in the 2012 budget; and

WHEREAS, the Fire Chief's 1999 Taurus Wagon staff car is due to be replaced; and

WHEREAS, a 2013 Ford Taurus Sedan may be purchased on State bid from Anderson Ford of Lincoln, NE in the amount of \$23,513.00 which is less than the budget estimate of \$26,000.00, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to purchase the 2013 Ford Taurus Sedan for use as the Fire Chief's staff car from Anderson Ford, of Lincoln, as the State bid supplier in the amount of \$23,513.00..

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G16

#2012-211 - Approving Physio Control Monitors Maintenance Contract

Staff Contact: Russ Blackburn

Council Agenda Memo

From: Russ Blackburn, Interim Fire Chief

Meeting: August 14, 2012

Subject: Physio-Control cardiac monitor maintenance contract

Item #'s: G-16

Presenter(s): Russ Blackburn

Background

This appeared before Council last meeting when I made the inadvertant error that this was a five year contract, but it is only a three year contract, the maximum length the Physion Control Corporation allows. This was my error and when the fire department administrative assistant pointed this out I contacted the City Attorney and he stated to send it back to council with the correct information. I apologize for the mistake requiring you to approve it twice.

For the past five years the City has entered into an agreement with Physio Control for service and maintenance of the Grand Island Fire Department heart monitors. The contract budgeted monitors not still under warranty, and eliminates annual increases for this service by committing to a three year agreement. The contract expired June 1, 2012. The hold-up on the contract was that GIFD was changing out seven LifePak 12s for seven Lifepak 1000s. The new LP1000s have been received and are in service now so the contract could be finished. The LP1000s are easier to maintain and therefore the maintainance contract has decreased in cost. The cost of this contract is \$10,074 per year and is allowed in our current budget.

Discussion

The LifePak 12 Cardiac monitor allows the Fire Department's paramedics and EMTs to defibrillate a patient's heart, that has stopped beating, as an Automatic External Defibrillator. The LifePak 12 allows our paramedics to see the cardiac rhythm in 3 lead or 12 lead format, get pulse oxygenation readings, monitor end-tidal CO2 levels, take automated blood pressures, mark time during treatment, record events during cardiopulmonary resusitation efforts, and manually defibrillate patients. These monitors are carried on all of our ambulances.

The LifePak 1000s are on the engines and ladder. The 1000s can defibrillate in either an automatic mode for EMTs or be put in manual mode by the paramedics. They can also display a lead two tracing of a patients EKG. They do not have the other capabilities but are enough to treat the patient until the ambulance arrives.

Having the monitors inspected annually and repaired when needed reduces the City of Grand Island's liability for the performance of these monitors. Repairs are done at no additional cost, saving the City money over the duration of the contract. When a monitor needs repairs Physio sends a replacement monitor to use while the repairs are completed, not reducing our available assets.

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 renewal of the three year maintenance contract with Physio Control Corporation..

Sample Motion

Move to approve the renewal of a three year maintenance contract with Physio Control Corporation.

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

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

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

This Technical Service Support Agreement begins on 6/1/2012 and expires on 5/31/2015.

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

Price of coverage specified on Schedule A is \$30,222.00 per term, payable in Annual installments.

Special Terms

10% DISCOUNT ON ACCESSORIES
10% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

By: *[Signature]*

Title: *ASSOCIATE CONTRACT ANALYST*

Date: *7/12/12*

Customer:

By: *[Signature]*

Print: *Jay Vauricek*

Title: *Mayor*

Date: *7/25/2012*

Purchase Order Number:

Territory Rep: WEMM59
Denny Blosser
Phone:
FAX: 800-772-3340

Customer Contact:
Russ Blackburn
Phone: 308-385-5444 ext 227
FAX: 308-385-5423

Reference Number: M59-2179
Printed: 7/12/2012

Renewal
Page 1 of 6

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

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

SERVICES. The services provided under this Agreement are set forth on Schedule A. Physio-Control strives to return service calls within two (2) hours, and strives to resolve service issues within twenty-four (24) hours. Following service, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following services are available:

"Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions.

"Inspection Only Service" means inspections of Covered Equipment to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with National Fire Protection Association (NFPA) guidelines and labor, subject to Exclusions.

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

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of:

- (i) Battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or
- (ii) The end of the useful life of the battery as set forth in the applicable Operating Instructions

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

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

"24-hour On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location at any time, except on the holidays listed above. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

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

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

EXCLUSIONS. Unless otherwise specified, this Agreement does not include:

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

Reference Number: M59-2179

Printed: 7/12/2012

Renewal

Page 2 of 6

LOANERS. If Covered Equipment must be removed from service to complete repairs, Physio-Control will provide Customer with a loaner device, if one is available, until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Physio-Control's request.

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

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

PRICING. Pricing is set forth on the front page of this Agreement. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term. Discounts will not be combined with other special terms, discounts, and/or promotions.

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

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

TERM. The initial Term is set forth on the front page of this Agreement. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current term. Prices are subject to change upon renewal.

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

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

DEVICE INSPECTION BEFORE ACCEPTANCE. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement.

MISCELLANEOUS. (a) Customer agrees to not employ or offer employment to anyone performing services on Physio-Control's behalf during the Term of this Agreement or for one (1) year following its expiration without Physio-Control's prior written consent; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the service is provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

Reference Number: M59-2179
Printed: 7/12/2012

Renewal
Page 3 of 6

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

Contract Number:

Servicing Rep: Denny Blosser, WEMM59

District: MIDWEST

Phone:

FAX: 800-772-3340

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

Scope Of Service Ship In Repair - 1 On Site Inspection per year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-005985	33029192	1	6/1/2012	5/31/2015	3
LIFEPAK® 12	VLP12-02-002936	31911860	2	6/1/2012	5/31/2015	3
LIFEPAK® 12	VLP12-02-002936	31911610	3	6/1/2012	5/31/2015	3
LIFEPAK® 12	VLP12-02-002940	30132573	4	6/1/2012	5/31/2015	3
LIFEPAK® 12	VLP12-02-007228	38029138	5	6/1/2012	5/31/2015	3
LIFEPAK® 12	VLP12-02-005985	34115232	6	6/1/2012	5/31/2015	3
LIFEPAK® 12	VLP12-02-005985	33029622	7	6/1/2012	5/31/2015	3

Equipment Location: FOREMOST EQUIPMENT, 16448001
 320 N WASHINGTON ST
 ROCHESTER, NY 14625

Scope Of Service On Site Inspection Only - 1 Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK®1000	320371500229	40486845	8	6/1/2012	5/31/2015	3
LIFEPAK®1000	320371500229	40486843	9	6/1/2012	5/31/2015	3
LIFEPAK®1000	320371500229	40486844	10	6/1/2012	5/31/2015	3
LIFEPAK®1000	320371500229	40486847	11	6/1/2012	5/31/2015	3
LIFEPAK®1000	320371500229	40486846	12	6/1/2012	5/31/2015	3
LIFEPAK®1000	320371500229	40486842	13	6/1/2012	5/31/2015	3
LIFEPAK®1000	320371500229	40486841	14	6/1/2012	5/31/2015	3

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

Reference Number: M59-2179

Printed: 7/12/2012

Renewal

Page 4 of 6

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

LIFEPAK® 12 Defibrillator/Monitor Repair Service includes:

- Standard detachable hard paddle repairs.
- Replacement or repair of Physio-Control battery charging systems, on a one-for-one basis with the total number of LP12 defibrillator/monitors listed in Schedule A and as determined necessary by Physio-Control.
- Power Adapter repair/replacement.
- Replacement of failed internal coin cell batteries.
- Preventative replacement of internal coin cell batteries up to the number of coin cell batteries listed in the Additional Items section of Schedule A according to Physio-Control service specifications.
- Battery Coverage
- Replacement of four (4) Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery every two years, or upon battery failure:

OR

- Replacement of three (3) LIFEPAK Li-ion Batteries every two years, or upon battery failure.

Reference Number: M59-2179
Printed: 7/12/2012

Renewal
Page 5 of 6

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

LIFEPAK® 1000 AED Inspection-Only with Battery Replacement Service includes:

- Periodic inspections as set forth on Schedule A.
- Updates installed at no additional cost provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be billed on a separate invoice at the then-current list price less 20%.

- Battery Coverage

- o Replacement of up to one (1) LIFEPAK 1000 Rechargeable Battery Pak every two (2) years, or upon failure;

OR

- o Replacement of up to one (1) LIFEPAK 1000 Li-ion Battery Pak every five (5) years for each LIFEPAK 1000 AED listed on Schedule A, or upon failure.

Reference Number: M59-2179
Printed: 7/12/2012

Renewal
Page 6 of 6

RESOLUTION 2012-211

WHEREAS, the City of Grand Island Fire Department utilizes seven LifePak-12 cardiac monitors and seven LifePak-1000 cardiac monitors to care for our patients with cardiac symptoms; and

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

WHEREAS, the LP-12s are no longer under warranty; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to enter into the 3 year maintenance agreement with Physio-Control.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G17

#2012-212 - Approving Payment of Repair to Fire Engine 1

Staff Contact: Russ Blackburn

Council Agenda Memo

From: Russ Blackburn, Interim Fire Chief

Meeting: August 14, 2012

Subject: Payment of repairs to Engine 1

Item #'s: G-17

Presenter(s): Russ Blackburn

Background

Engine 1 (548) is the front line engine at Fire Station 1. It is a 1996 Freightliner. The first week of July this engine developed a pump and transmission problem during a training exercise. The seal between the transmission and pump gave out allowing water into the transmission transfer case. Both the pump and the transmission transfer case had to be replaced.

Discussion

Engine 1 is still a front line apparatus and the repairs to the pump and transmission had to be made. The total cost of the repairs to this engine was \$31,360.35. We had a purchase order for \$7,500 to get the repairs started. As the final bill for repairs exceeded the \$20,000 level for City Council approval, we are seeking approval to pay the \$31,360.35 to FYR-TEK of Gothenburg, NE for the repairs that were completed.

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 payment of \$31,360.35 to FYR-TEK of Gothenburg, NE for the repairs that were completed.

Sample Motion

Move to approve the payment of \$23,860.35 to FYR-TEK of Gothenburg, NE for the repairs that were completed.

FYR-TEK, Inc.
 715 4th Street
 Gothenburg, NE 69138
 Ph: (308) 537-7304
 Toll Free: (800) 473-8903
 Fax: (308) 537-3242



Invoice	
Date	7/11/2012
Invoice #	S2284-9

Bill To: Grand Island City Fire Department PO Box 1968 Grand Island, NE 68802-1968
--

Ship To: Attn: Tim Hiemer 24918-00 Fire/Ambulance Department 409 E Fonner Park Road Grand Island, NE 68801

P.O. No.	Rep	Terms	Due Date	Ship Date	Ship Via
26873-00	CRS	Due on receipt	7/11/2012	7/11/2012	IN-SHOP REPAIR

Description	Qty	Rate	Amount
ENGINE #548 - DARLEY PUMP OVERHAUL - PARTS USED: #2904600 IMPELLER, LDM, MIXED FLOW #3403800 SEAL RING-LDM #2153602 STUFFING BOX, LDM, OUTBOARD #2153601 STUFFING BOX, LDM/DM INBOARD #5402402 SS SOCKET HD FHMS-.250-20X0.63-6	1	2,284.06	2,284.06
IN-THE SHOP-Labor Chg Hrs - DARLEY PUMP OVERHAUL	38	95.00	3,610.00

Thank you-we appreciate your business!

Subtotal

Total

Payments/Credits

Balance Due

FYR-TEK, Inc.
715 4th Street
Gothenburg, NE 69138
Ph: (308) 537-7304
Toll Free: (800) 473-8903
Fax: (308) 537-3242



SALES AND SERVICE OF FIRE AND RESCUE EQUIPMENT

Invoice

Date 7/11/2012

Invoice # S2284-9

Bill To:

Grand Island City Fire Department
 PO Box 1968
 Grand Island, NE 68802-1968

Ship To:

Attn: Tim Hiemer 24918-00
 Fire/Ambulance Department
 409 E Fonner Park Road
 Grand Island, NE 68801

P.O. No.	Rep	Terms	Due Date	Ship Date	Ship Via
26873-00	CRS	Due on receipt	7/11/2012	7/11/2012	IN-SHOP REPAIR

Description	Qty	Rate	Amount
OVERHAUL PUMP TRANSMISSION - PARTS USED: #TM00225 TRANSMISSION-EM/LDM/PSM/ CARB/O'RING #1804100 PUMP REAR GEARCASE #KR03625 2.44 RATIO - MID, CARBURIZED #AB00400 ASSY, NO BRAKE, EM LDM #4813410 PUMP YOKE, LOCK ON, 1710 #AH00403 POWER SHIFT ASSY, AUTO 12V #AM01301 TRANSMISSION COVER ASSY, LDMC #AM00403A TRANSMISSION COOLING PLATE #1963109 PLATE - S/N.COM #5008303 PUMP SHAFT, LDM #1721802 BALL BEARING 306SFF #3203201 WATER SLINGER, 1.661 ID #3203202 WATER SLINGER, 1.421 ID #3600408 RETAINER RING, 5100-175HSS2 #3600540 OIL SEAL, 1.875 ID X 3.005 OD #3600541 OIL SEAL, 1.500 ID X 3.005 OD #3817104 PACKING PELLETS, PKG-8 #KG00510 GASKET REPAIR KIT, LDM PUMPS	1	12,895.00	12,895.00
IN-THE SHOP-Labor Chg Hrs - TRANSMISSION OVERHAUL	87	95.00	8,265.00
Trucking Charge - to haul pumper from Grand Island to Gothenburg	1	595.00	595.00
Freight Charges on parts	1	102.64	102.64

Thank you-we appreciate your business!

Subtotal \$27,751.70

Total \$27,751.70

Payments/Credits \$0.00

Balance Due \$27,751.70

FYR-TEK, Inc.
 715 4th Street
 Gothenburg, NE 69138
 Ph: (308) 537-7304
 Toll Free: (800) 473-8903
 Fax: (308) 537-3242



Invoice

Date	7/20/2012
Invoice #	S2327-9

Bill To:

Grand Island City Fire Department
 PO Box 1968
 Grand Island, NE 68802-1968

Ship To:

Attn: Tim Hiemer 24918-00
 Fire/Ambulance Department
 409 E Fonner Park Road
 Grand Island, NE 68801

Rep	Terms	P.O. No.	Due Date	Ship Date	Ship Via
CRS	Due on receipt		7/20/2012	7/20/2012	IN-SHOP REPAIR

Item	Description	Qty	Rate	Amount
In-the-Shop-RT-STEVE	Labor chgs/IN THE SHOP HRS-STEVE/CHAD - OVERHAUL DARLEY PUMP AGAIN-found problem with bent drive shaft - that was taking out the bearings on the transmission.	17.5	95.00	1,662.50
On-Road-Service-RT Hrs-...	On-Road-Service/Labor chgs- Kent/Steve- to reinstall transmission in truck, along with the repaired drive shaft	12.5	100.00	1,250.00
PUM-DAR-1721700	305SFF BALL BEARING	1	42.25	42.25
PUM-DAR-1723502	BEARING - BALL, 114KSFC0	1	119.25	119.25
PUM-DAR-1721400	213SFF BALL BEARING	1	180.75	180.75
PUM-DAR-3600511	OIL SEAL, 2.750 ID X 3.505 OD	2	29.95	59.90
PUM-DAR-3600543	OIL SEAL, 2.938 ID X 3.756 OD	1	17.60	17.60
PUM-DAR-3601105	O-RING - 4.50 X 4.69 X 0.09	1	1.65	1.65
PUM-DAR-4814600	NUT, 1227D940	1	49.75	49.75
\$1.00/MILE Service Call	\$1.00/MILE DELIVERY CHARGE	225	1.00	225.00

All Work Is Complete!! Thank You For Your Business!!

Subtotal	\$3,608.65
Total	\$3,608.65
Payments/Credits	\$0.00
Balance Due	\$3,608.65

RESOLUTION 2012-212

WHEREAS, the fire department needed repairs to a frontline engine's pump and transmission; and

WHEREAS, the repairs were completed by FYR-TEK; and

WHEREAS, the balance of the repair bill is \$31,360.35 which needs to be approved by City Council, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to make payment of \$31,360.35 to FYR-TEK for the repairs made to engine 1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	▣ _____
August 16, 2012	▣ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G18

#2012-213 - Approving Bid Award for Backup Emergency Generator(s)

Staff Contact: Russ Blackburn

Council Agenda Memo

From: Russ Blackburn, (Interim) Fire Chief

Meeting: August 14, 2012

Subject: Purchase and Installation of (2) Fire Station Backup Generators

Item #'s: G-18

Presenter(s): Fred Hotz, Fire Division Chief

Background

The Fiscal Year 2011/2012 budget, as approved, included the purchase and installation of fire station backup generators. These generators will provide the necessary backup electricity to the fire stations should city electrical power be lost to the stations. Long term power outages could be experienced due to ice storms and or tornadoes, but any number of other causes could significantly impact the fire department emergency services during a large scale outage. Currently Fire Station 1 on Fonner Road is equipped with a backup generator. The three other stations are not equipped. The approval of this expenditure would equip two more stations with generators. Future Capital Budget planning would include the purchase of the final generator needed.

The General Fund Capital Budget included \$80,000 related to the expenses of these generators.

Requests for Proposal (RFP) were issued, received and opened on July 31, 2012, and evaluated.

The RFP to be awarded pending City Council approval amounts to \$76,156.

Discussion

The proposal requested four optional installations. All included the complete installation of a generator for Fire Station 2. The next two options added one more additional purchase of equipment and the final included purchase and installations at both stations. Two proposals were submitted by two local electrical contractors Middleton Electric and Ensley Electric. The proposals were scored by the use of a scoring matrix that covered seven different evaluation categories. The categories were: the following of directions of

the RFP, price, proposed completion date, meeting or exceeding the specs, maintenance availability and distance. Scores ranged from a high of 64 to a low of 28.

Those proposals that met or came in below (price) our capital budget for the project were considered. The proposals that met the criteria of option #4 were given priority (The complete installation of generators at both Fire Station 2 and Fire Station 4). Both contractors submitted proposals that met option #4. Middleton Electric's proposal came in the lowest and was evaluated higher or equal in all other criteria. In addition, specific specifications were identified and proposed in the proposal that Ensley Electric neglected to propose.

Alternatives

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

1. Approve the purchase and installation of the generators from Middleton Electric.
2. Postpone any decision regarding the current proposals.
3. Deny the request to purchase and install the generators.

Recommendation

City Administration recommends that Council approve the Resolution to purchase and install emergency backup generators for Fire Station 2 and Fire Station 4.

Sample Motion

Move to approve the Resolution to purchase and install emergency backup generators for Fire Station 2 and Fire Station 4 awarding the contract to Middleton Electric at the contract price of \$76,156.

**PROPOSAL****To:** RaNae Edwards**Date:** 8-2-12**Job:**Fire Station Generators(REVISED)**Customer:** City of Grand Island

Our proposal to provide all work, material and services to install generators at Fire Stations #2 and #4 is as follows:

	Cummins	Caterpillar	Generac
Bid Item #1	\$38,575	\$48,575	\$39,510
Bid Item #2	\$56,050	\$75,540	\$60,585
Bid Item #3	\$65,252	\$82,625	\$69,000
Bid Item #4	\$76,927	\$96,730	\$78,752
Service Center	Kearney	Doniphan	Hastings
Completion Date From notice to proceed	7 weeks	16 weeks	8 weeks

Station #2 Add remote annunciator panel
Station #4 Add remote annunciator panel

Add \$1,375
Add \$1,045

Station #4 price includes metering modification per
GI Utilities and GI Bldg. Dept.

Quotation prepared by: Craig Ensley

Accepted by:



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
BACKUP EMERGENCY GENERATOR(S)**

RFP DUE DATE: July 31, 2012 at 4:00 p.m.

DEPARTMENT: Fire

PUBLICATION DATE: July 13, 2012

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

Middleton Electric, Inc.
Grand Island, NE

Ensley Electrical Services, Inc.
Grand Island, NE

cc: Russ Blackburn, Interim Fire Chief
Jason Eley, Purchasing Agent
Chris Hoffman, Fire Admin. Assist.

Fred Hotz, Division Chief
Jaye Monter, Finance Director

P1576

RESOLUTION 2012-213

WHEREAS, the City of Grand Island sent out requests for proposals to five potential “stand alone” generator venders to supply and install two emergency backup generators. Two proposals were received and evaluated; a copy is on file with the City Clerk; and

WHEREAS, on July 31, 2012 requests for proposals were received, opened and reviewed; and

WHEREAS, the proposal from Middleton Electric, scored the highest in these areas: directions of the RFP, price, proposed completion date, meeting or exceeding the specs, maintenance availability and distance. This proposal was \$771 less than the other contractor; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Middleton Electric of Grand Island, Nebraska in the amount of \$76,156 for the purchase and installation of two Cummins Generators as per the proposal is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	▣ _____
August 16, 2012	▣ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G19

#2012-214 - Approving Bid Award for 2012 or Newer, Heavy Duty Rescue/Pumper

Staff Contact: Russ Blackburn

Council Agenda Memo

From: Russ Blackburn, Interim Fire Chief

Meeting: August 14, 2012

Subject: Purchase of rescue pumper

Item #'s: G-19

Presenter(s): Russ Blackburn

Background

City Council approved the purchase of a rescue pumper in the 2012 budget with a budgeted amount of \$550,000. Specifics were written and sent to possible bidders in early July. Proposed bids from manufacturers were opened on July 26, 2012. The bids were then scored against a scoring matrix developed by Chief Hiemer and approved by Assistant City Attorney Eley.

Discussion

The highest scoring, lowest cost proposal was from Danko Emergency Equipment of Snyder, NE. Their bid to build the rescue pumper was \$503,128.00 with added equipment. The rescue pumper will replace two current apparatus at station three. A 1990 Ford engine and a 1997 Freightliner rescue. The *Smeal custom rear mount pumper installed on a Sparten Metro Star chassis* will make operations at station three more efficient because the crews will not have to change between trucks depending on the type of call. The new rescue pumper should be more reliable, and have modern safety equipment that the current apparatus do not have. Delivery of the new rescue pumper will be between 240 – 300 days after the approval of City Council to award the contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the *Smeal custom rear mount pumper installed on a Sparten Metro Star chassis* for use by the GIFD for emergency service use.

Sample Motion

Move to approve the purchase of the *Smeal custom rear mount pumper installed on a Sparten Metro Star chassis* for use by the GIFD for emergency service use.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 26, 2012 at 2:15 p.m.
FOR: 2012 or Newer, Heavy Duty Rescue/Pumper
DEPARTMENT: Fire
ESTIMATE: \$585,000.00
FUND/ACCOUNT: 10022101-85625
PUBLICATION DATE: July 6, 2012
NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Rosenbauer South Dakota</u> Lyons, SD	<u>Ed M. Feld Equipment Co., Inc.</u> Carroll, IA
Bid Security:	Travelers Casualty & Surety Co.	Merchants Bonding Co.
Exceptions:	None	None
Bid Price:	\$532,193.00	No Bid
Discount:	\$ -7,577.00	No Bid
Option 1:	No Bid	\$2,695.00
Option 2:	No Bid	\$ 990.00 each
Option 3:	No Bid	\$3,340.00
Option 4:	<u>\$ 22,995.00</u>	No Bid
Total Bid:	\$547,611.00	
Bidder:	<u>Danko Emergency Equipment</u> Snyder, NE	<u>Toyne</u> Breda, IA
Bid Security:	Travelers Casualty & Surety Co.	North American Specialty Ins. Co.
Exceptions:	None	Noted
Bid Price:	\$472,330.00	\$486,640.50
Discount:	\$ -11,730.00	\$ -9,742.00
Option 1:	\$ 1,908.00	\$ 2,400.00
Option 2:	\$ 1,193.00	\$ 1,796.00
Option 3:	\$ 3,795.00	\$ 3,500.00
Option 4:	<u>\$ 35,632.00</u>	<u>\$ 26,700.00</u>

Total Bid: \$503,128.00

\$511,294.50

cc: Russ Blackburn, Interim Fire Chief
 Jason Eley, Purchasing Agent

Tim Hiemer, Division Chief
Chris Hoffman, Fire Admin. Assist.

P1571

RESOLUTION 2012-214

WHEREAS, the City Council approved the purchase of a rescue pumper budgeted at \$550,000 in the 2012 budget; and

WHEREAS, the Fire Department needs to replace a 1990 Ford fire engine, and place a 1993 Freightliner rescue truck in reserve status; and

WHEREAS, Danko Emergency Equipment of Snyder, NE has submitted the high scoring bid for a *Smeal custom rear mount pumper installed on a Sparten Metro Star chassis* for \$503,128.00 which is less than the budgeted amount for the purchase of a rescue pumper, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to purchase the *Smeal custom rear mount pumper installed on a Sparten Metro Star chassis* from Danko Emergency Equipment for a total of \$503,128.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	▣ _____
August 16, 2012	▣ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G20

#2012-215 - Approving Bid Award for Re-Chassis Type III Ambulance

Staff Contact: Russ Blackburn

Council Agenda Memo

From: Russ Blackburn, Interim Fire Chief
Meeting: August 14, 2012
Subject: Purchase of Re-Chassis Ambulance
Item #'s: G-20
Presenter(s): Russ Blackburn

Background

The city council approved the purchase of a re-chassis ambulance in the 2012 budget. With the Mayor's approval we put out a Request for Proposal (RFP) in July. The Fire department got four responses to the RFP. After going through the scoring matrix with the four proposals, Arrow manufacturing of Rock Rapids, Iowa has been selected to provide the re-chassis ambulance.

Discussion

The purchase of the 2012 Chevy 4500 Type III re-chassis ambulance will replace a 1993 Ford Type III ambulance that has 104,000 miles. The re-chassis ambulance is an older patient compartment (box) placed on a new chassis. Arrow manufacturing uses just the metal box they completely rewire and update the components of the box. We have one refurbished ambulance in the fleet from Arrow manufacturing, it was a 1996 that was on a Ford chassis that had to be replaced and we had Arrow put it on a Chevy chassis and that ambulance has been very reliable and everyone on the department favorite ambulance since. Arrows RFP is for \$124,900 and \$6500.00 to paint it Grand Island Fire Department red for a total of \$131,400 below the \$135,500 budgeted for this purchase. This ambulance is also available now, and after being painted, would be delivered to Grand Island for immediate use helping to shore up our aging ambulance fleet.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the 2012 Chevy 4500 Type III re-chassis ambulance for use by the GIFD for emergency service use.

Sample Motion

Move to approve the purchase of the 2012 Chevy 4500 Type III re-chassis ambulance for use by the GIFD for emergency service use.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
RE-CHASSIS TYPE III AMBULANCE**

RFP DUE DATE: July 26, 2012 at 2:30 p.m.

DEPARTMENT: Fire

PUBLICATION DATE: July 6, 2012

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Arrow Manufacturing
Rock Rapids, IA

US Coachworks
Kansas City, MO

Taylor Made Ship
Newport, AR

Rocky Mountain Emergency Vehicle
Denver, CO

cc: Russ Blackburn, Interim Fire Chief
Jason Eley, Purchasing Agent

Chris Hoffman, Fire Admin. Assist.
Jaye Monter, Finance Director

P1572

RESOLUTION 2012-215

WHEREAS, the City Council approved the purchase of a re-chassis ambulance in the 2012 budget; and

WHEREAS, the Fire Department needs to replace a 1993 ambulance with 104,000 miles to make the fleet of ambulances and emergency response more reliable; and

WHEREAS, Arrow Manufacturing of Rock Rapids, IA has submitted the high scoring RFP for a 2012 Chevy 4500 Type III re-chassis ambulance for less than the budgeted amount for the replacement of an ambulance, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to purchase the 2012 Chevy 4500 Type III re-chassis ambulance from Arrow Manufacturing of Rock Rapids, IA for a total of \$131,400.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	▣ _____
August 16, 2012	▣ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G21

#2012-216 – Approving Memorandum of Understanding with Hall County for Temporary Holding on Inmates and Detainees

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: August 14, 2012

Subject: Emergency Inmate Sheltering Memorandum of Understanding

Item #'s: G-21

Presenter(s): Steven Lamken, Police Chief

Background

The Hall County Department of Corrections has requested the use of the vehicle sally ports as a temporary location to transfer prisoners in the event that the correctional facility would need an emergency evacuation. The Police Department supports this Memorandum of Understanding to assist HCDC.

Discussion

Hall County Department of Corrections is requesting support in the use of the sally port area of the Law Enforcement Center as an emergency evacuation site for prisoners. Prisoners would be transferred to the Law Enforcement Center and held in a secure area until such time they could return to the correctional facility or a more permanent location could be provided. The Department of Corrections would maintain responsibility and supervision of the prisoners during an evacuation. The Police Department would assist in a prisoner evacuation if requested.

The sally port area of the Police Department is a secure area and can provide prisoner access to toilet and drinking water while remaining in a secure area separate from Police Department and Sheriff's Office operations. The Police Department supports the approval of this Memorandum of Understanding for the temporary holding of inmates and detainees.

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 Memorandum of Understanding for the temporary holding of inmates and detainees.

Sample Motion

Move to approve the Memorandum of Understanding with Hall County for the temporary holding of inmates and detainees.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COUNTY OF HALL AND THE CITY OF GRAND ISLAND, NEBRASKA
FOR TEMPORARY HOLDING OF INMATES AND DETAINEES**

THIS AGREEMENT is made and entered into this ____ day of _____ 2012, by and between the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the state of Nebraska, hereinafter referred to as the “County,” and the City of Grand Island, Nebraska, a municipal corporation within the state of Nebraska, hereinafter referred to as the “City.”

WHEREAS, the County operates the Hall County Jail (hereinafter “County Jail”), under the direction and control of the Hall County Board of Corrections and the Hall County Department of Corrections (hereinafter “Department of Corrections); and

WHEREAS, the County Jail is utilized for pretrial and post-trial detention of persons charged or convicted of criminal offenses and persons detained therein who are in the custody and control of the United States Department of Homeland Security, Immigration and Customs Enforcement; and

WHEREAS, it is necessary and desirable for County to have in place a plan and available facilities for temporary emergency detention of persons in the event of a fire or other event which necessitates the evacuation of detainees from the County Jail; and

WHEREAS, due to its proximity and to the County Jail and the adaptability to securely hold detainees on a temporary basis when necessary due to an emergency, the County desires to utilize the sally ports at the Grand Island-Hall County Public Safety Center (hereinafter “Safety Center”) for such detention ; and

WHEREAS, City, though this Agreement, desires to authorize the use of the Safety Center for such use, and under such conditions, as set forth below.

NOW, THEREFORE, County and City mutually agree as follows:

1. This agreement shall have a term commencing upon the date of execution by the parties and may be terminated by either party, for cause or for no cause, upon written notice given not less than 90 days prior to the date of termination.
2. In the event of a fire or other emergency requiring the evacuation of detainees held at the County Jail, the Department of Corrections is authorized to hold detainees temporarily within the sally ports located at the Safety Center until they may be relocated to the County Jail or housed at another correctional facility.
3. While detained at the Safety Center detainees shall remain in the legal and physical custody of the Department of Corrections, which is responsible for providing for the safe and secure

detention and care, including nutrition and medical care and treatment, of its detainees.

4. County shall use its best efforts to relocate its detainees to the County Jail within a reasonable time following abatement of the emergency or shall transfer detainees to another correctional facility if the County Jail cannot be reoccupied within a reasonable time.
5. Upon request of the County Corrections Director or his designee, the Grand Island Police Department and the Hall County Sheriff are authorized to provide law enforcement officers to assist in the secure and safe detention of detainees during evacuation, holding at the Safety Center, and relocation to the County Jail.
6. Notices to the City shall be provided to the City Clerk; notices to the County shall be provided to the County Clerk.

**Executed this ____ day of _____,
2012.**

City of Grand Island, Nebraska

by: _____
Jay Vavricek, Mayor

**Executed this ____ day of _____,
2012.**

**Hall County Board of Supervisors and
Hall County Board of Corrections**

by: _____

Chairman
County Board of Supervisors and
Hall County Board of Corrections

RESOLUTION 2012-216

WHEREAS, the Hall County Department of Corrections is in need of a formal agreement for a location for the temporary holding of inmates and detainees, and

WHEREAS, the Law Enforcement Center is located close to the corrections facility, and

WHEREAS, the Law Enforcement Center has facilities that can be used for the purpose of the temporary holding of inmates and detainees,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding between Hall County and the City of Grand Island for the temporary holding of inmates and detainees is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	▣ _____
August 16, 2012	▣ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item H1

Consideration of Request from Roger Luebbe for a Conditional Use Permit for a Parking Lot Located at 1311 South Stuhr Road

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item I1

#2012-138 - Consideration of Amending Ballot Language for City Economic Development Plan

Staff Contact: Robert J. Sivick, City Attorney

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: August 14, 2012

Subject: Amending Ballot Language for City Economic Development Plan

Item #'s: I-5

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

Background

On May 22, 2012 the Grand Island City Council (Council) approved Resolution 2012-138 which set ballot language for a renewal of the City of Grand Island's (City) Economic Development Program in accordance with the Local Option Municipal Economic Development Act, more commonly known as LB840. Resolution 2012-138 also placed that matter on the November 6, 2012 general election ballot for approval by the voters of Grand Island.

Discussion

The City Administration has been approached by the More Good Jobs for Grand Island Committee (Committee), the entity that is conducting the campaign for the approval of the renewal of the City's Economic Development Program. Specifically, the Committee has requested minor changes in the ballot language previously approved by the Council pursuant to Resolution 2012-138. To make those requested changes, the Council would have to amend Resolution 2012-138.

Alternatives

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

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

Recommendation

The City Administration recommends the Council amend Resolution 2012-138 to incorporate the Committee's recommended changes.

Sample Motion

Move to amend Resolution 2012-138 to incorporate the ballot language changes as recommended by the More Good Jobs for Grand Island Committee.

July 19, 2012

Mayor Jay Vavricek
City of Grand Island
PO Box 1968
Grand Island NE 68802-1968

Robert Sivick
City Attorney
City of Grand Island
PO Box 1968
Grand Island NE 68802-1968

Re: Economic Development Program Ballot Language

On Wednesday, the More Good Jobs for Grand Island committee met to address several items related to the campaign. Our first agenda item was the ballot language. As a committee we support the new language and ask that you bring forward the requested language to City Council and amend Resolution #2012-138. A red-line of the current language and the supported changes is also attached.

ECONOMIC DEVELOPMENT JOBS PROGRAM RENEWAL

Shall the City of Grand Island renew its Economic Development jobs program by appropriating Seven Hundred and Fifty Thousand Dollars (\$750,000.00) annually from local sources of revenue for a period of ten (10) years?

A vote for this measure will renew the Economic Development jobs program for a period of ten (10) years.

A vote against this program will not renew the Economic Development program and allow it to expire September 30, 2013.

ECONOMIC DEVELOPMENT JOBS PROGRAM SUMMARY

The City of Grand Island is proposing to renew its Economic Development Plan to increase the number of quality jobs for the people of Grand Island by attracting new employers and assisting existing employers. The renewal is for a period of ten years at an annual cost of Seven Hundred and Fifty Thousand Dollars (\$750,000.00), which represents no increase from the current plan. The program will be funded with local sources of revenue. This program will be in existence for a period of ten years commencing October 1, 2013.

Thank you for your support of the program and the campaign.

Respectfully,

William Marshall
Chairman

ECONOMIC DEVELOPMENT JOBS PROGRAM RENEWAL

Shall the City of Grand Island renew its Economic Development jobs program by appropriating Seven Hundred and Fifty Thousand Dollars (\$750,000.00) annually from local sources of revenue for a period of ten (10) years?

A vote for this measure will renew the Economic Development jobs program for a period of ten (10) years.

A vote against this program will not renew the Economic Development program and allow it to expire September 30, in 2013.

ECONOMIC DEVELOPMENT JOBS PROGRAM SUMMARY

The City of Grand Island is proposing to renew its Economic Development Plan ~~for a period of ten years in order to attract new employers and assist existing employers~~ to increase the number of quality jobs for the people of Grand Island by attracting new employers and assisting existing employers. The renewal is for a period of ten years at an annual cost of the program will be Seven Hundred and Fifty Thousand Dollars (\$750,000.00)-, which represents no increase from the current plan. ~~The~~ This program will be funded with local sources of revenue. ~~Revenue from publicly owned utilities may be used to fund utility related projects needed for economic development.~~ This program will be in existence for a period of ten years commencing October 1, 2013.

RESOLUTION 2012-138

WHEREAS, the City of Grand Island is proposing a ten (10) year renewal of its Economic Development Program to continue the success of its present Program in seeking new employers and assisting existing employers to increase the number of quality jobs for the people of Grand Island; and

WHEREAS, a proposed Economic Development Program has been prepared in accordance with the Local Option Municipal Economic Development Act, codified at Chapter 18, Article 27 of the Nebraska Revised Statutes; and

WHEREAS, the proposed Economic Development Program has been written to foster and maximize future economic development while at the same time improving accountability, transparency, and safeguarding taxpayer dollars; and

WHEREAS, the Mayor and City Council propose to present this Economic Development Program to the voters of the City of Grand Island for their approval at the general election to be held on Tuesday, November 6, 2012.

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

That the Mayor and City Council do hereby approve and adopt the Economic Development Program attached hereto and made a part of this Resolution by reference.

That the following language shall be submitted to the Hall County Election Commissioner for inclusion on the Grand Island City ballot for the general election to be held on Tuesday, November 6, 2012:

ECONOMIC DEVELOPMENT **JOBS** PROGRAM **RENEWAL**

Shall the City of Grand Island renew its ~~e~~E~~conomic d~~evelopment **Jobs** ~~p~~Program by appropriating Seven Hundred and Fifty Thousand Dollars (\$750,000.00) annually from local sources of revenue for a period of ten (10) years?

A vote for this measure will renew the Economic Development **Jobs** ~~p~~Program for a period of ten (10) years.

A vote against this program will not renew the Economic Development **Jobs** ~~p~~Program and allow it to expire ~~in~~ **on September 30, 2013.**

ECONOMIC DEVELOPMENT **JOBS** PROGRAM SUMMARY

The City of Grand Island is proposing to renew its Economic Development **Jobs** ~~Plan~~ **Program** ~~for a period of ten years in order to attract new employers and assist existing employers to increase the number of quality jobs for the people of Grand Island by~~ **attracting new employers and assisting existing employers.** The **renewal is for a period of**

Approved as to Form	☐
August 16, 2012	☐ City Attorney

ten (10) years at an annual cost of ~~the program will be~~ Seven Hundred and Fifty Thousand Dollars (\$750,000.00)., which represents no increase in funding from the current plan. This ~~The~~ program will be funded with local sources of revenue. Revenue from publicly owned utilities may be used to fund utility related projects needed for economic development. This program will be in existence for a period of ten (10) years commencing October 1, 2013.

That the City Clerk is directed to certify the above ballot language with the Hall County Election Commissioner for inclusion on the Grand Island City ballot for the general election to be held on Tuesday, November 6, 2012.

That the City Clerk is directed to prepare a copy of this Resolution and the proposed Economic Development Plan and make such available for public review at City Hall, the Edith Abbott Memorial Library, and the offices of the Grand Island Area Economic Development Corporation during regular business hours.

Amended and adopted as amended by the City Council of the City of Grand Island, Nebraska, on August 14, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item I2

#2012-217 - Consideration of Approving Resolution of Intent to Create Business Improvement District 2012 – Stolley Park Road to Fonner Park Road and Proposed 2012-2013 Budget

Staff Contact: Marco Floeani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: August 14, 2012

Subject: Approving Resolution of Intent to Create South Locust Business Improvement District 2012

Item #'s: I-1

Presenter(s): Marco Floreani, Community Development Administrator

Background

At the City of Council Meeting of June 26, 2012, the Council adopted a resolution defining the boundaries for the South Locust Business Improvement District 2012, South Locust Street from Stolley Park Road to Fonner Park Road. The Resolution also provided for the formation of an South Locust Business Improvement District 2012 Board and the appointment of Hugh Miner, Roy Nenemen, Bennett Chamness, Buzz Douhit, James Goodman, Kris Nolan Brown, and Scott Zana. Property owners in this area are organizing their efforts to continue the street improvements that are now evident along the southernmost portions of South Locust Street, including pedestrian lightning, landscaping, and sidewalks. The goals include the continued redevelopment of South Locust into an appealing corridor and entrance into Grand Island. State statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act.

The Regional Planning Commission, at a meeting of July 11, 2012 reviewed the boundaries, and purposes of the Business Improvement District and by a unanimous vote of the 8 members present recommended the City Council approve the creation of the District.

The first meeting of the South Locust Street BID 2012 was held on July 25, 2012. The board voted unanimously to formally recommend that the City Council create the one-year District. The Board reviewed proposed activities in the District and developed a budget for the entire 1 year life of the District. Notification will then be mailed to every property owner in the District as well as published in the *Grand Island Independent*.

Discussion

This approval of a resolution of intent to create South Locust Street Business Improvement District 2012, South Locust Street from Stolley Park Road to Fonner Park Road. The final step will be a period for the property owners in the district to protest the formation of the BID. City Council will then hold a public hearing to create the district. After the hearing Council may pass an ordinance to establish the district.

Alternatives

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

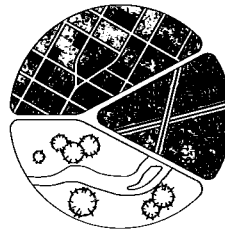
1. Move to Approve resolution of intent to create South Locust Street BID 2012
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution of intent to create South Locust Street Business Improvement District 2012

Sample Motion

Move to approve resolution of the intention to create South Locust Business Improvement District 2012.



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

July 17, 2012

Honorable Jay Vavricek, Mayor
and Members of the Council
100 E. 1st Street
Grand Island NE 68801

Dear Mayor and Members of the Council:

RE: Creation of South Locust Street Business Improvement District 2012 in the City Of Grand Island. (C-23-2012GI)

At the regular meeting of the Regional Planning Commission, held July 11, 2012 the above item was considered. This item proposes to create a Business Improvement District for an area of South Locust between south of Fonner Park Road and north of Stolley Park Road in Grand Island. This South Locust 2012 BID would replace the existing BID 4 that is set to expire later this year (September 2012). They are requesting that the district be created for one year to allow for the possible combination of the South Locust BID's next year when BID 7 expires, in September 2013.

No members of the public spoke for or against this item.

Following further discussion a motion was made by Reynolds and seconded by McCarty to recommend the City Council approve the creation of South Locust Business Improvement District South, in the City Of Grand Island.

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

Yours truly,



Chad Nabity AICP
Planning Director

cc: City Attorney
Director of Public Works
Director of Utilities
Director of Building Inspections

Budget Proposal

Business Improvement District 2012

Grand Island, Nebraska

Submitted to the Honorable Mayor and City Council of Grand Island

July 25, 2012

By

Business Improvement District 2012 Board of Directors

Proposed Budget and Purposes for Business Improvement District 2012

The board members of Business Improvement District 2012 have completed a thorough process to identify the needs of the area (South Locust Street, Fonner Park Road to Stolley Park Road) relative to continued beautification and maintenance of landscaping, pedestrian lighting, and sidewalks.

Various property and business owners in the District have indicated an interest in forming a business improvement district to continue the street improvements (landscaping, pedestrian lighting, banners, and sidewalks) that are currently in place. They recognize the importance of a well-maintained and appealing corridor has for residents, business development and visitors to the community.

At the City Council Meeting of June 26, 2012, approval was given for establishment of the boundaries for the South Locust Business Improvement District 2012 as well as for the formation of a Board to develop recommendations to the City Council relative to anticipated improvements. The boundaries for the proposed South Locust Business Improvement District 2012 are identical to those for the current Business Improvement District #4.

Because there has long been an interest and intent to merge the business improvement districts for South Locust Street (currently BID #4 and BID #7), we propose a one year term for this Business Improvement District 2012. BID #7 is set to expire in September, 2013. By forming this District for one year, we will be able to explore the potential to merge with BID #7 for the year beginning October 1, 2013. Thus, this proposal calls for resources in the amount of \$34,450 for the fiscal year October 1, 2012 through September 30, 2013.

Maintenance/Beautification

Creating an atmosphere that is welcoming and well-maintained is essential for this entry to the community. This category of work includes funding for contract services for lawn care (including irrigation), tree and perennial care and maintenance, and snow removal. Funds are also included for contract services for the management of the District (Chamber) and for financial services provided by the City.

**South Locust Street Business Improvement District 2012
One-Year Financial Plan 2012-2013**

BID Revenue	\$34,450.00
<hr/>	
Expenses	
<hr/>	
Landscaping, and Sprinkler System	\$21,500.00
Beautification	\$9,500.00
Implementation and Management	\$3,500.00
<hr/>	
Total	\$34,450.00

OFFICIAL PROCEEDINGS

SOUTH LOCUST STREET BUSINESS IMPROVEMENT BOARD

MINUTES

DATE/TIME: July 25, 2012 **LOCATION:** Chamber of Commerce, 309 West 2nd Street **MEETING:** ___
 ___Regular ___x___Special

COMMITTEE MEMBERS PRESENT: Scott Zana, Jim Goodman, Buzz Douthit, Bennett Chamness and Roy Neneman

COMMITTEE MEMBERS ABSENT: Kris Nolan Brown, Hugh Miner

OTHERS PRESENT:

Staff: Deanna Mesch, Chamber of Commerce

Guests/Visitors: Cindy Johnson

AGENDA ITEMS	PRESENTATION/DISCUSSION	RECOMMENDATION/ACTION
1. Call to Order	Chair Zana called the meeting to order at 9:30 a.m.	None
2. Discussion and Approval of 2012-2013 Annual Budget and District Activities.	<p>Zana began by explaining how past assessments had been calculated for Business Improvement District #4 and why the new District was being formed for only a one year period of time. He noted that BID #7 had one more year in its current 'life' and that there was a possibility of merging the two South Locust Street BIDS.</p> <p>Johnson discussed financial information and budgets for BID #4 and reviewed the process for anticipating expenditures for 2012-2013.</p> <p>Neneman questioned whether there continued to be a need for a Business Improvement District and noted that the landscaping and lighting was in place. He suggested property owners should take care of their own property and suggested the activities of the District could be accomplished by a neighborhood association without establishing assessments through the city. Zana said that without a BID we would lose the city's capability to collect funds from delinquent property owners. Zana stated that the new District required support by more than 50% of the property owners within the District. Zana noted that there is no way the South Locust corridor would be where it is without the BID.</p> <p>The proposed 2012-2013 budget for the District was discussed. Discussion was held on the level of assessment needed for the year, based on the anticipated contractor expenses and water bills, the two primary expenses expected to be incurred by the District. Zana and Johnson explained that the reason the assessments for BID #4 were less than</p>	<p>Motion by Douthit, second by Chamness to approve a \$7.00 assessment for the 2012-13 fiscal year with total budget expenses of \$34,450. Motion was adopted with Zana, Goodman, Douthit and Chamness voting yes and Neneman voting no.</p>

CALLED TO ORDER: By Chair at 9:30 a.m. **QUORUM:** Yes **NOTICE:** July 19, 2012, GI Independent
ADJOURNED: 10:15 a.m.

Recording Secretary: Deanna Mesch, Chamber of Commerce

SOUTH LOCUST BUSINESS IMPROVEMENT DISTRICT 2012

1 year life

	2013 Budget
ASSESSMENT PER FRONT FOOTAGE	\$6.96
Front Footage	4,949

REVENUE	94011413
Account	
74140 Special Assessments	\$34,450
74787 Interest Revenue	
74795 Other Revenue	
TOTAL REVENUE	34,450

APPROPRIATIONS	
Account	
85213 Contract Services	25,000
85245 Printing & Binding Services	100
85249 Snow & Ice Removal	1500
85305 Utility Services	5000
85319 Repair & Maint - Land Imp	1,500
85413 Postage	250
85416 Advertising	0
85419 Legal Notices	500
85490 Other Expenditures	0
85505 Office Supplies	100
85560 Trees and Shrubs	500
85590 Other General Supplies	0
TOTAL OPERATING EXPENSE	34,450

ANNUAL EXCESS/(LOSS)

Beginning Cash Balance	0
Revenues	34,450
Expenditures	34,450
Ending Cash Balance	(0)

RESOLUTION 2012-217

WHEREAS, the Business Improvement Board for Business Improvement District No. 4 (hereinafter South Locust Business Improvement District 2012) has recommended that the City of Grand Island create a business improvement district along South Locust Street with boundaries in the form hereinafter set forth; and

WHEREAS, on July 11, 2012, the Regional Planning Commission recommended approval of the creation of such a business improvement district,

WHEREAS, the City Council has determined that a public hearing should be held on the proposed business improvement district.

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

1. The proposed boundaries of the South Locust Business Improvement District are described as follows:

Beginning at the southeast corner of Section Twenty One (21), Township Eleven (11) North, range Nine (9) West of the 6th P.M. in Grand Island, Hall County, Nebraska; thence west on a line One Hundred (100.0) feet west of and parallel with the line common to Section 21-11-9 and Section 22-11-9 to the north line of the Southeast Quarter (SE1/4) of Section 21-11-9; thence east on the north line of the Southeast Quarter (SE1/4) of Section 21-11-9 and the north line of the Southwest Quarter (SW1/4) of Section 22-11-9 for distance of Two Hundred (200.0) feet; thence south on a line One Hundred (100.0) feet east of and parallel to the line common to Section 21-11-9 and section 22-11-9 to the south line of Section 22-11-9; thence west on the south line of Section 22-11-9 for a distance of One Hundred (100.0) feet to the point of beginning, as shown on the drawings dated May 28, 2002.

2. The proposed district shall be considered in a public hearing before the City Council on August 28, 2012, at 7:00 p.m. in the Council Chambers at City Hall in Grand Island, Nebraska.
3. The proposed public facility and improvements to be made and maintained within the proposed district shall include: maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, are and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel of S. Locust; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district.

Approved as to Form	☐ _____
August 9, 2012	☐ City Attorney

4. The Estimated one-year cost for the South Locust Business Improvement District 2012 improvements and facilities as stated in paragraph 3 above are \$34,450. The proposed method by which the revenue shall be raised is by special assessment.
5. The proposed special assessment method by which the revenue shall be raised shall be fair and equitable and shall be based upon the special benefit to the property within the district.
6. A copy of this resolution of intention shall be published one time in the *Grand Island Independent*, and a copy shall be mailed to each owner of the taxable property as shown by the latest rolls of the Hall county Treasurer.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item I3

#2012-218 - Consideration of Approving Wireless Network Upgrade Contract

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: August 14, 2012

Subject: Approving Wireless Network Upgrade

Item #'s: I-2

Presenter(s): Andrew Duey, City of Grand Island Network Consultant
- Duey's Computing Service, Inc.

Background

On May 24, 2012 the City of Grand Island issued a request for qualifications to replace the 10 year old existing wireless networks installed at the 4 Fire Stations, Cemetery and Park Maintenance buildings. While the existing wireless radio network continues to function, the equipment is both obsolete and facing increased errors from dropped connections due to interference from trees and other wireless networks as the system ages. The connections currently support network communications for all locations including file and print sharing, internet access, e-mail access, remote desktop sessions, and remote maintenance tools.

Discussion

Five proposals were received on June 20, 2012; reviewed and scored by Robyn Splattstoesser, IT Manager; Pat Larson, GIS Coordinator; and Andrew Duey, City of Grand Island Network Consultant.

The proposal submitted by Calhoun Communications Inc. of Sioux City, Iowa was scored as the best firm to complete the required work.

The proposed upgrade will replace the connections to Fire Station 1, Fire Station 2, Fire Station 3, Fire Station 4, Park Maintenance and the City Cemetery. In addition connections will be made to the City Library, City Golf Course, and the Street/Sign/Signal Shop, thereby eliminating the need for monthly fees at these two locations. This upgrade will increase speeds from the existing 2Mbps to at least 100Mbps to the connected sites and reduce dropped connections due to interference.

Also included in the proposal are additional connections that will serve as a backup to the existing fiber that connects several remote city offices. We will be connecting standby backup links at Phelps control and the Line/Underground location. These two locations are currently connected with overhead fiber that could easily be severed by falling tree limbs, accidents to utility poles or animals. The Phelps control connection also services internet access to Burdick and PGS. The Line/Underground provides internet access to the Storeroom, Street Division and Fleet Services.

The total cost of the proposal for this project from Calhoun Communications including equipment, labor, and backup equipment is \$78,410.79.

Additional project costs outside this proposal will include up to four, \$1,000 conditional use permits needed to install utility poles at Fire Stations 3, 4, the cemetery and possibly Fire Station 2. The City utility department will be installing the utility poles for a cost of \$4,000.

Alternatives

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

1. Approve the contract with Calhoun Communications Inc. in the amount of \$78,410.79.
2. Disapprove or /Deny all of the submitted proposals
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Wireless Network Upgrade with Calhoun Communications Inc. for \$78,410.79.

Sample Motion

Approve the Wireless Network Upgrade with Calhoun Communications Inc. for \$78,410.79.



PO BOX 3064
Sioux City, IA 51102
Telephone: (712) 233-9051
Fax: (712) 233-9056
sales@calhouncommunications.com

Quotation

Date	Quotation No.
7/16/2012	4248

City of Grand Island
Robyn Splattsoesser
100 E. First Street
Grand Island, NE 68801

P.O. Number	Project/Job	Terms	FOB
	PTP-PTMP Wireless Network	50%down/5...	sp
Description	Qty	Cost	Total
Tsunami MP 8100 Base Station Unit, 300 Mbps, MIMO 3x3, Type-N Connectors - US PoE	5		0.00
1-Year 24x7 Enhanced ServPak (LVL-4)	5		0.00
Tsunami MP 8150 Subscriber Unit, 300 Mbps, MIMO 2x2, 23 dBi Integrated antenna - US PoE	11		0.00
1-Year 24x7 Enhanced ServPak (LVL-2)	11		0.00
4.9-6GHz, Dual Polarity, Vertical /Horizontal, 16.5 dBi Sector Antenna - 60 degrees. Mounting kit Incd.	4		
Gigabit Surge Protector w/Shielded RJ45 to be used with MP8100	16		0.00
3', FSJ4-50, Swept w/ Test	10		0.00
Polyphaser Lightning arrestor 2- 6 GHz n male to n female	10		0.00
DB pipe to pipe mount welded center up to 5" dia pipe	4		
Total			

- 1) For quotation purposes only, applicable taxes and freight not included unless specifically listed above.
- 2) This Quote is good for 30 days from above date and supercedes all previous quotes.
- 3) Calhoun installation labor figure does not include travel and living expenses unless specifically stated above. Actual travel and living expenses incurred will be invoiced upon completion of the on-site labor.
- 4) See attached Terms & Conditions

Signature _____



PO BOX 3064
Sioux City, IA 51102
Telephone: (712) 233-9051
Fax: (712) 233-9056
sales@calhouncommunications.com

Quotation

Date	Quotation No.
7/16/2012	4248

City of Grand Island
Robyn Splattsoesser
100 E. First Street
Grand Island, NE 68801

P.O. Number	Project/Job	Terms	FOB
	PTP-PTMP Wireless Network	50%down/5...	sp

Description	Qty	Cost	Total
Universal antenna mount for small antennas including DBS satellite, 2.4 GHz grid dishes, Yagis and more. Grey powder coated, 90 degree tilt for wall or roof mounting, 16 inches tall.	7		0.00
Non penetrating ridge mount 1.66 OD x 5 ft mast w/pad	3		
Baird Non penetrating roof mount 2.88 OD x 10 ft mast. Outdoor rated Cat 6 cable shielded	1 3,200		0.00
SPARE: Tsunami MP 8100 Base Station Unit, 300 Mbps, MIMO 3x3, Type-N Connectors - US PoE	1		
SPARE: Tsunami MP 8150 Subscriber Unit, 300 Mbps, MIMO 2x2, 23 dBi Integrated antenna - US PoE	1		
Misc installation materials	1		

Total

- 1) For quotation purposes only, applicable taxes and freight not included unless specifically listed above.
- 2) This Quote is good for 30 days from above date and supercedes all previous quotes.
- 3) Calhoun installation labor figure does not include travel and living expenses unless specifically stated above. Actual travel and living expenses incurred will be invoiced upon completion of the on-site labor.
- 4) See attached Terms & Conditions

Signature _____

Quotation

Date	Quotation No.
7/16/2012	4248

City of Grand Island
Robyn Splattsoesser
100 E. First Street
Grand Island, NE 68801

P.O. Number	Project/Job	Terms	FOB
	PTP-PTMP Wireless Network	50%down/5...	sp

Description	Qty	Cost	Total
Installation of 4 each base station radios and sector antennas on the top level antenna mounting arms at the City Hall Monopole with mounting apparatus, cabling and lightning suppression , installation of 1 each base station and panel antenna at Fire Station 3 with mounting apparatus, cabling and lightning suppression, installation of subscriber units with integrated antennas at Fire 1, Fire 2, Fire 3, Fire 4, Cemetery,Signal and sign, Golf Course, Line/Underground, Phelps and Library along with mounting apparatus, cabling and lightning suppression and test and turn up of complete system. Price includes all travel, lodging and meal expenses.	1		
Project total as described above		78,410.79	78,410.79

Total

- 1) For quotation purposes only, applicable taxes and freight not included unless specifically listed above.
- 2) This Quote is good for 30 days from above date and supercedes all previous quotes.
- 3) Calhoun installation labor figure does not include travel and living expenses unless specifically stated above. Actual travel and living expenses incurred will be invoiced upon completion of the on-site labor.
- 4) See attached Terms & Conditions

Signature _____



PO BOX 3064
Sioux City, IA 51102
Telephone: (712) 233-9051
Fax: (712) 233-9056
sales@calhouncommunications.com

Quotation

Date	Quotation No.
7/16/2012	4248

City of Grand Island
Robyn Splattsoesser
100 E. First Street
Grand Island, NE 68801

P.O. Number	Project/Job	Terms	FOB
	PTP-PTMP Wireless Network	50%down/5...	sp

Description	Qty	Cost	Total
Calhoun Communications, Inc. will warrant all workmanship for a period of 12 months from date of install. This does not include acts of God such as floods, tornadoes, excessive winds, hail or other natural disasters. A minimum aggregate throughput of 100 Mbps is predicted at all sites. Calhoun Communications, will make necessary adjustments to the network if the throughput does not meet predicted levels. There will be no labor charges for this service. The only exception to this is Fire Station 2. We are unable to install a taller structure at this site. We feel the throughput will meet the minimum expectations but we cannot guarantee this site. If Calhoun Communications technicians are dispatched to Grand Island for a trouble call that is out of the workmanship warranty then a fee of \$90.00 per hour per man plus travel expenses will be billed. Travel expenses include motel, mileage, meals and an hourly rate of \$65.00 per man for travel time will be charged. The city of Grand Island will install a 60 foot wooden telephone pole at Fire Station 3, Fire Station 4 and the cemetery.			

- 1) For quotation purposes only, applicable taxes and freight not included unless specifically listed above.
- 2) This Quote is good for 30 days from above date and supercedes all previous quotes.
- 3) Calhoun installation labor figure does not include travel and living expenses unless specifically stated above. Actual travel and living expenses incurred will be invoiced upon completion of the on-site labor.
- 4) See attached Terms & Conditions

Total \$78,410.79

Signature _____

**Mail:**

P.O. Box 3064
Sioux City, Iowa 51102-3064
Telephone: (712) 233-9051 Fax: (712) 233-9056
calhouncommunications.com

Shipping:

705 Douglas Street
Suite 540
Sioux City, Iowa 51101

TERMS AND CONDITIONS

1. SELLER:

The term "Seller" as used herein will refer to Calhoun Communications, Inc. , except in such instance where the Sales Contract is to acted upon and invoiced by another company or manufacturer, and this is so stated elsewhere in this document; an such instance the Seller's participation in this transaction shall be limited to that of agent for said manufacturer or company, and said manufacturer or company's standard terms and conditions of sale will become applicable to this transaction, and are hereby incorporated by reference. These terms of said sale will be made available by Seller upon request.

2. ACCEPTANCE:

This Sales Contract (whether it is described on the face hereof as an Invoice, Proposal, Quotation, Purchase Order, Sales Contract or other descriptive term), when verbally agreed to or signed by the Buyer shall constitute an order by the Buyer at such time as such verbal agreement is conveyed to the Seller or when such signed agreement is physically delivered to the Seller, and upon acceptance of such order by the Seller, either in writing by the Seller, or by the Seller making delivery of the articles covered hereunder, shall constitute the only contract between the Buyer and the Seller for the purchase and sale of such articles.

Such acceptance shall be deemed completed at Seller's office located at the address set forth elsewhere in this document, and shall be regarded as an Iowa contract. Further, any litigation to resolve any controversies under such contract shall be brought in Woodbury County courts of The State of Iowa, and in no other jurisdiction.

In addition, this contract and the terms and conditions herein set forth may be changed only by written agreement of the parties, and in order to effect such change to this contract or any part thereof, any such changes or additions shall be marked on the face of this Sales Contract and must be initialed by both the Buyer and the Seller.

3. PRICES AND TERMS OF PAYMENT:

Prices of articles covered herein based upon a cash transaction and are FOB point of shipment unless otherwise indicated. Seller reserves the right to adjust the price of articles covered herein to current prices in effect immediately prior to shipment. Terms of payment are cash with order, unless other terms are agreed to and stated within this Sales Contract.

4. SALES AND USE TAXES:

Unless otherwise shown on this Sales Contract, no sales, use or excise taxes are included as a part of this Sales Contract. Buyer agrees to reimburse the Seller for ANY such taxes which may be assessed against and become payable by the Seller.

5. DELIVERY:

Unless otherwise specified elsewhere in this Sales Contract, all shipments shall be FOB from point of shipment, and Buyer shall pay all shipping and insurance costs. Buyer shall have full responsibility for any loss of or damage to articles covered by this Sales Contract after delivery thereof by the Seller to the Carrier for shipment. If any articles are lost or damaged in shipment, it shall be the Buyer's responsibility to file any necessary claims with the Carrier.

6. RETURNS:

Articles shipped as a part of this Sales Contract are not returnable for credit. Articles may be exchanged or returned for credit only at the sole discretion of the Seller. No articles may be returned to the Seller without prior written return authorization. Seller assumes NO responsibility for unauthorized returns.

7. WARRANTY:

All articles listed in this Sales Contract are covered only by warranties issued by the original equipment manufacturer. Copies of individual article warranties are available from the Seller upon request. Except as set forth herein and except as to title, there are no warranties, or any affirmations of fact or promises by Seller with reference to the articles, or to the merchantability, fitness for particular application, signal coverage, infringement, or otherwise, which extend beyond the description of the articles contained herein.

8. DAMAGES:

In consideration for any discounts given to Buyer from the manufacturer's published price, and in consideration of the other terms and conditions contained herein, Buyer agrees that the Seller shall in no event be liable for consequential, special or indirect damages arising out of or connected with this Sales Contract, including but not limited to claims by Buyer resulting from the manufacture, sale, delivery, resale, repair or use of any article or service covered by this Sales Contract.

9: TITLES AND REMEDIES:

Until full payment of all obligations of Buyer hereunder (whether represented by notes, open account, judgment, or otherwise), Seller reserves title to all articles contained herein, or hereafter in connection therewith, whether or not the same is attached to the realty, and the same shall be considered as personal property and subject to the Purchase Money Security interest of the Seller hereby granted by Buyer.

In addition to and in no way limited by the provisions hereof, and subject and in addition to the terms of any security agreement between Seller and Buyer, If Buyer defaults in paying or performing any of his obligations hereunder, or becomes subject to insolvency, receivership or bankruptcy proceedings, or makes an assignment for the benefit of creditors or Buyer, without the prior written consent of Seller, sells, transfers, leases or mortgages the same, or moves it to another site, or any lien is placed herein, or other persons have or acquire an interest therein, or it is seized or attached by process of law, then in any such event Buyer shall be deemed to be in default hereunder.

In the event of default hereunder by Buyer, Seller may at his option, with or without notice, treat all amounts owing hereunder by Buyer, regardless of maturity date, to be immediately due and payable (subject to such credits as are required by law in order to enforce this Sales Contract) ; and repossess articles delivered to Buyer hereunder.

Seller may also upon such notice, if any, as required by law, keep the articles as its own, free from any claim on part of Buyer, retaining as compensation for the use or decrease in value of the articles all payments made thereon by Buyer.

10: GENERAL PROVISIONS:

a. The waiver by Seller of any breach or any term, condition or covenant herein shall not be deemed a waiver of any other breach or any other term, condition or covenant. Section headings herein are for convenience and shall not be deemed to be among the terms, conditions or covenants herein.

b. Each provision of this Sales Contract is severable and, in the event that any one or more thereof may be declared invalid, the remainder shall nonetheless remain in full force and effect.

c. Seller reserves the right to correct clerical or typographical errors at any time without penalty.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
WIRELESS NETWORK UPGRADE**

RFP DUE DATE: June 20, 2012 at 4:00 p.m.

DEPARTMENT: Information Technology

PUBLICATION DATE: May 24, 2012

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Hummingbird Networks
Simi Valley, CA

Platte Valley Communications
Grand Island, NE

D-El-Com LLC
Giltner, NE

Windstream
Omaha, NE

Calhoun Communications, Inc.
Sioux City, IA

cc: Jaye Monter, Finance Director
Mary Lou Brown, City Administrator

Robyn Splattstoesser, IT Manager
Jason Eley, Purchasing Agent

P1562

RESOLUTION 2012-218

WHEREAS, the City of Grand Island invited proposals to upgrade the existing wireless network with an updated system to connect remote sites to the network located at City Hall, and

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

WHEREAS, Calhoun Communications Inc. of Sioux City, Iowa submitted a proposal to upgrade the wireless network connecting remote locations at Fire Station 1, Fire Station 2, Fire Station 3, Fire Station 4, City Cemetery, Park Maintenance, City Golf Course, Streets/Sign/Signal Shop, City Library to City Hall in the amount of \$78,410.79 and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Calhoun Communications, Inc. of Sioux City, Iowa for wireless network upgrade costs of \$78,410.79 for the City of Grand Island is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor
Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form August 7, 2012	_____ City Attorney
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City of Grand Island

Tuesday, August 14, 2012

Council Session

Item I4

#2012-219 - Consideration of Approving Dell Computer Equipment for City of Grand Island Network

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: August 14, 2012

Subject: Approving Dell Computer Equipment purchase for Network Disaster Recovery Plan

Item #'s: I-3

Presenter(s): Andrew Duey, City of Grand Island Network Consultant
- Duey's Computing Service, Inc.

Background

The datacenter in city hall currently houses about 12tb (terabytes) of computer information. The information stored in these systems enables the city staff to do their jobs supporting almost every city function. Currently these systems are backed up primarily to a tape backup system and then the tapes are sent offsite daily. In the event of a disaster at city hall these tapes would be restored to physical servers which we currently do not have.

Discussion

The IT department has been working on a disaster recovery plan to lessen the amount of downtime in the event of a disaster. The Plan starts with having the needed equipment in a location other than city hall. We are proposing locating our backup equipment at the Platte Generating Station (PGS) because they are connected by high speed fiber optic lines. The disaster recovery plan also revolves around being able to get access to the City's large amount of stored information quickly.

With those goals, we propose replacing the current 12tb SAN disk arrays (the core of the city hall datacenter's storage units) with (2) SAN units that will each have 18tb of usable storage space. The main unit will be located in the city hall datacenter while the other unit will be located at PGS.

The backup SAN unit located at PGS will mirror the city hall unit and provide a near real-time backup. In addition to providing faster recovery in the event of a major disaster (fire, flood, tornado, etc.) the unit at PGS can also be used remotely in the event the unit at city hall fails for smaller reasons (failed parts, power problem, etc.).

The purchase includes two Dell EqualLogic PS4100X units as well as a 42U rack to be placed at PGS. Dell was selected as the vendor for this equipment for several reasons including:

- The City's network was built in 1997 with Dell equipment that has proven reliability, great longevity and warranty support.
- Staying with Dell increases the interoperability with existing equipment and continuity of support.
- The equipment can be purchased through the Nebraska state contract which has already gone through a bidding process; Contract No. 12551 OC.

The total cost of both SAN units and 42U rack from Dell is \$64,033.72.

Alternatives

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

1. Approve the purchase of \$64,033.72 from DELL Marketing LP
2. Disapprove or /Deny
3. Postpone the issue to a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the purchase from Nebraska State Contract No. 12551 OC, Vendor DELL Marketing LP in the amount of \$64,033.72 for two SAN units and one 42U rack.

Sample Motion

Approve the purchase from DELL Marketing LP, in the amount of \$64,033.72.

DELL**QUOTATION****QUOTE #: 628675516****Customer #: 57684****Contract #: WN19ACA****Customer Agreement #: 12551 OC****Quote Date: 8/8/12****Date: 8/8/12 2:53:14 PM****Customer Name: CITY OF GRAND ISLAND**

TOTAL QUOTE AMOUNT:	\$62,904.42		
Product Subtotal:	\$62,904.42		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: \$31,452.21	GROUP TOTAL: \$62,904.42
Base Unit:		Dell EqualLogic PS4100X, Mainstream Performance, 10K SAS Drives (225-1078)	
Processor:		21.6TB capacity, 10K SAS, 24x 900GB (342-3385)	
Hard Drive Controller:		Dual Controller, HA with failover (331-2530)	
Mouse:		Implementation of EqualLogic Replication (931-1049)	
Documentation Diskette:		EqualLogic array may not be returned (468-8817)	
Factory Installed Software:		Asynchronous Replication (468-7110)	
Software Disk Two:		Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155)	
Feature		SAN HQ multi group monitoring software (468-7156)	
Feature		RackRails, RapidRails for Dell Rack (330-6048)	
Service:		ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (929-7634)	
Service:		ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (929-7654)	
Service:		Dell Hardware Limited Warranty Initial Year (932-8307)	
Service:		Dell Hardware Limited Warranty Extended Year (936-8168)	
Service:		EqualLogic Advanced Software Warranty and Service, 7x24 Access, 5 Year (936-8208)	
Service:		ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (957-9480)	
Service:		Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)	
Installation:		Remote Implementation of a Dell Equallogic Array (961-3859)	
Support:		Proactive Maintenance Service, EQL, 1 Event per yr, 1 yr (926-2989)	
Service One:		EqualLogic Reference Architecture, S25N/S50N, PS4100, upto 2 arrays (995-7159)	
Service Two:		1 Yr 1 Case Remote Advisory Service (996-3179)	
Misc:		Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter (310-9965)	
Misc:		Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter (310-9965)	

SALES REP:	NATALIE LONG	PHONE:	1800-274-3355
Email Address:	Natalie_Long@Dell.com	Phone Ext:	5139079

Please review this quote carefully. You may order online by signing into Premier at www.premier.dell.com. Click on the eQuotes link. To order without Premier, go to www.dell.com/qto.

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a [State Environmental Fee](#) will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.



QUOTATION

QUOTE #: 628586277

Customer #: 57684

Contract #: WN19ACA

Customer Agreement #: 12551 OC

Quote Date: 8/7/12

Date: 8/7/12 5:01:28 PM

Customer Name: CITY OF GRAND ISLAND

TOTAL QUOTE AMOUNT:	\$1,129.30		
Product Subtotal:	\$1,129.30		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$1,129.30	GROUP TOTAL: \$1,129.30
Base Unit:	Dell 4220 42U Rack with Doors and Side Panels, Ground Ship NOT for AK / HI (224-4934)		
Keyboard:	Rack Mount Keyboard Drawer, Black, for Dell PowerEdge Rack, Factory Install (310-0202)		
Keyboard:	Rackmount Keyboard, US Touchpad, Server (310-7918)		
Service:	Basic: Business Hours (5X10) Next Business Day Parts Delivery 2Year Extended (992-1802)		
Service:	Basic: Business Hours (5X10) Next Business Day Parts Delivery Initial Year (992-5080)		
Service:	Dell Hardware Limited Warranty Extended Year (993-4108)		
Service:	Dell Hardware Limited Warranty Initial Year (993-4117)		
Installation:	On-Site Installation Declined (900-9997)		

SALES REP:	NATALIE LONG	PHONE:	1800-274-3355
Email Address:	Natalie_Long@Dell.com	Phone Ext:	5139079

Please review this quote carefully. You may order online by signing into Premier at www.premier.dell.com. Click on the eQuotes link. To order without Premier, go to www.dell.com/qto.

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

RESOLUTION 2012-219

WHEREAS, the Information Technology Division of the Finance Department Continually works on securing and protecting the city's computer network; and

WHEREAS, the Information Technology Division needs to purchase equipment for a Disaster Recovery plan at an offsite location from City Hall; and

WHEREAS, there exists a State of Nebraska Contract Number 12551 OC for DELL computer equipment; and

WHEREAS, the cost for such equipment totals \$64,033.82 to purchase (2) SAN units and one 42U Rack;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Information Technology Division is hereby authorized to purchase equipment as referenced by Dell Quote #628675516 and #628586277.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 22, 2012.

Jay Vavricek, Mayor
Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form May 22, 2012	_____ City Attorney
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City of Grand Island

Tuesday, August 14, 2012

Council Session

Item I5

#2012-220 - Consideration of Accepting the Resignation of City Administrator Mary Lou Brown

Staff Contact: Councilmember Chuck Haase

Council Agenda Memo

From: Chuck Haase, Ward 5 City Council Representative

Meeting: August 14, 2012

Subject: Acceptance of City Administrator Resignation

Item #'s: I-4

Presenter(s): Chuck Haase

Background

The City Administrator appointment is recommended by the Mayor and approved by the City Council. The resignation or termination of the City Administrator has the same un-appointment authority, whereas the Mayor announced his acceptance of the City Administrator's resignation during the June 26, 2012 Regular City Council Meeting.

Discussion

The resolution provided tonight provides for the City Council acceptance of the resignation of Mary Lou Brown, City Administrator effective June 27, 2012, and her advisory role until September 30, 2012 as requested by her resignation letter.

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

Councilmember Haase recommends that the Full City Council approve the resolution and accept Mary Lou Brown's resignation as requested.

Sample Motion

Move to approve Resolution 2012-221.

June 27, 2012

Mayor Jay Vavricek
100 East First Street
Grand Island, Nebraska 68802

Mayor Vavricek:

Please accept my resignation as City Administrator from the City of Grand Island. Effective today, I will no longer work on a daily basis at City Hall; however, I will continue to be employed in an advisory role until September 30, 2012. During this time period, I will receive my current salary and benefits. I have indicated to Human Resources Director Brenda Sutherland that I will be over-accrued on my vacation time and would appreciate your approval for that accrual to exceed the authorized limit of 240 hours.

I have appreciated the opportunity to serve the community of Grand Island. During my three years with the City, there were many accomplishments. The one of which I am most proud is the sewer extension along Highway 281. This will speed Grand Island's growth to the interstate and enable the community to continue in its current growth mode. Also during my tenure, the following accomplishments were achieved:

- A "quiet zone" was implemented downtown after languishing for several years
- All existing debt was refinanced to take advantage of lower interest rates
- Electronic payments became a reality, whether for utility bills or recreational activities
- The Fieldhouse became an operational success with programming exceeding expectations
- Lincoln Park Pool renovation plans became a reality and grew into a rebuild of the pool
- The IT network was stabilized and disaster recovery abilities have been enhanced
- A new budget methodology was adopted that enabled more intelligent decision making
- Revamped streets and engineering divisions have created the ability to do more projects "in-house" with the Sycamore Street underpass being a prime example
- Groundwork for the renewal of LB840 was completed
- Utility regulations have been addressed and the uranium removal process will soon be operational
- Changes at the waste water treatment plant were considered and implementation of an internal improvement plan was approved
- A city-wide dewatering plan was commissioned and is under study

During my tenure, I also focused on the value and working environment of the City's employees. Accomplishments in this area include the following:

- Implementation of two employee recognition programs
- The first all-employee series of meetings
- Creation of a monthly GITV segment focusing on a group of City employees and their valued contributions
- Emphasis on cleaning and maintenance of City facilities to improve working conditions

I wish the City continued growth and as you would say,

Onward and upward!

Mary Lou Brown

EMPLOYMENT AGREEMENT
MARY LOU BROWN

This agreement, made upon the approval of the Grand Island City Council, entered and effective this 11th day of April 2011, by and between the CITY OF GRAND ISLAND, Nebraska, a Municipal Corporation, hereinafter called the "City", as party of the first part, and Mary Lou Brown, hereinafter called "Employee", as party of the second part, both of whom understand and agree as follows:

Witnesseth:

WHEREAS, the City desires to employ the services of said employee as the Administrator of the City of Grand Island, as provided for in the Code of the City of Grand Island; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish conditions of employment, and to set working conditions of said Employee for the highest performance to the people of Grand Island; and

WHEREAS, it is the desire of the City Council to: (1) secure and retain the services of the Employee and to provide inducement for her to remain in such employment; (2) to make possible full work productivity by ensuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; (4) to provide a just means for terminating Employee's services at such time as she may be unable to fully discharge her duties or as events may otherwise occur; and (5) to provide a just means for a clearly defined professional voluntary employment separation agreement; and

WHEREAS, Employee desires to accept employment as Administrator of said City pursuant to the laws of the State of Nebraska and the Code of the City of Grand Island.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1 – Duties

The City of Grand Island hereby agrees to employ said Employee as Administrator of the City to perform the principal functions and duties specified in the City Code for the City of Grand Island and the laws of the State of Nebraska, and to perform such other legally permissible and proper duties and functions as the Mayor and/or City Council shall from time to time assign.

Section -2 Term and Conditions

- A. Contract Duration. Commencing on the 11th day of April 2011 and expiring at the conclusion of the current term of Mayor Jay Vavricek.

- B. Employment Duration. The administrator shall hold office until the end of the appointing mayor's term of office, and until a successor is appointed and qualified, unless sooner removed, or the ordinance creating the office shall be repealed, except as otherwise provided by law. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time prior to the end of the term, subject only to the provisions set forth in Section 3, paragraph A(1) and A(2), of this Agreement.
- C. Expiration after resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provision set forth in Section 3, paragraph B, of this Agreement.
- D. Exclusive Employment. Employee agrees to remain in the exclusive employ of the City until termination or resignation as provided in Section 3 of this Agreement occurs. The Employee shall not use any confidential information obtained through her position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that Employee shall not accept any outside employment from any sources whatsoever without first obtaining written approval from the Mayor. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on the Employee's time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest or interfere with the Employee's job responsibilities or performance.
- E. Job Performance Evaluation. Employee's job performance shall be evaluated by the Mayor in October 2011 at which time a salary review will be conducted. Thereafter the Mayor, taking into consideration Council feedback, shall evaluate and review the performance of the Employee in October of each year.

Section 3 – Termination and Voluntary Resignation

A(1). Termination for Just Cause. The Mayor, with the approval of the City Council, shall have the right at any time during the term of this Agreement to terminate the Employee for just cause. "Just cause" is defined as (a) a conviction of a felony or misdemeanor involving moral turpitude, (b) breach of this agreement, (c) commission of any dischargeable offense as defined in the Personnel Rules and Regulations for the City of Grand Island.

A(2). Termination for Reasons Other Than Just Cause and Consideration Given for the release of all Claims against the City. In the event the Mayor, with the approval of the City Council, during the term of this Agreement, terminates Employee for reasons other than just cause, the City agrees to pay the Employee in a single lump-sum payment an equal amount to (3) months of the Employee's salary, excluding the City's obligation for retirement, insurance, benefits or allowances for said (3) month period, within thirty (30) days of termination of Employee's employment. Upon payment of such lump-sum payment to the Employee, the Employee does hereby waive and release the City, and its officials, managers, employees, and agents from any and all claims of any nature whatsoever which may arise by

reason of such termination, including, but not limited to, an alleged breach of this contract (or any other express or implied contract), or federal law, state law, or local ordinance, or constitutional due process claim that Employee's termination by the City deprived Employee of a property interest and continued employment with the City and of a liberty interest in the Employee's good name and reputation.

B. Notice Period for Voluntary Resignation and Employee Compensation Settlement. In the event the Employee voluntarily resigns her position with the City before the expiration of the aforesaid term of employment, then Employee shall give the City sixty (60) days written notice in advance, unless the parties otherwise agree. Employee's final compensation will be determined and defined by the City of Grand Island personnel rules at the time Employee's official resignation is effective.

Section 4 – Salary

The City agrees to compensate employee for her services through the tenure of her employment rendered pursuant hereto an annual salary initially established at \$112,072.48 which is step 1 of the pay range for the City Administrator position, as established in the City's pay plan. In addition the City agrees to increase said salary or other benefits or both of Employee in such amounts and to such an extent as the Mayor and City Council may determine that is desirable to do so for all employees. The annual salary shall be established in the annual budget and any salary adjustment shall conform to the City's pay plan.

Section 5 - Hours of Work

It is recognized and understood by Employee the expected work week for City employees is forty (40) hours per week. It is further understood and recognized by Employee that she is the City Administrator and, as such, is expected to and shall devote whatever time is necessary and desirable to her employment activities in order to promote and carry out her job and the duties associated therewith.

Section 6 - Vacation Leave, Medical Leave and Holiday Pay

Employee shall be entitled to receive the same vacation leave, sick leave, and holiday benefits accorded to other employees of the City pursuant to the Personnel Rules and Regulations, including provisions governing the accrual and payments therefore on termination of employment, provided that the Employee shall earn a minimum of twenty (20) days of vacation leave per calendar year. The employee will not be restricted from the use of vacation leave during her introductory period as City Administrator. Upon termination Employee will be paid for all accrued vacation leave. Additionally, upon termination the value of all accrued medical leave shall be deposited in the Employee's VEBA account.

Section 7 – Disability Health and Life Insurance

Employee shall be entitled to receive the same insurance coverage for life, accident, sickness, disability income benefits, and major medical as is accorded to employees pursuant to the Personnel Rules and Regulations for the City of Grand Island.

Section 8 – Retirement/Pension Contribution

Employee shall be entitled to receive the same retirement benefits and pension contribution as are accorded to other employees of the City per the City of Grand Island personnel rules and Regulations.

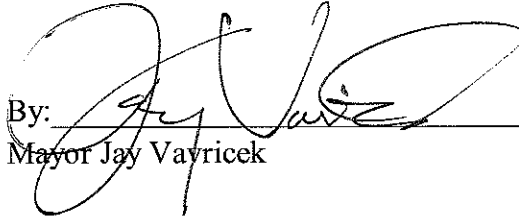
Section 9 – Other Terms and Conditions of Employment

- A. Conditions of Employment. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.
- B. Personnel Rules and Regulations Applicability. The provisions of the Personnel Rules and Regulations of the City of Grand Island as they now exist or hereafter may be amended shall apply to the Employee as they would to all other employees of the City with the exception of any conflicting items specifically referenced in this agreement.

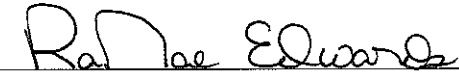
Section 10 – General Provisions

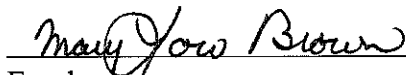
- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and personal representative of the Employee.
- C. This agreement shall become effective commencing the date herein as approved by the City Council through the expiration of the below referenced Mayor's current term of office, however, employment as the City Administrator shall continue until a successor is appointed and qualified as outlined by Grand Island City Code §2-35.
- D. In order to promote long term stability in the position, sustain the leadership and use of institutional knowledge of the Employee, maintain administrative and Council member interaction, and consistency in service to the people of Grand Island, the terms and provisions of this Agreement are deemed to be extendable with the mutual consent of the Employee and re-elected Mayor Jay Vavricek or the Mayoral successor, upon approval of the City Council.

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: 
Mayor Jay Vayricek

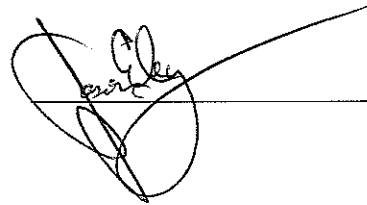
Attest:


City Clerk


Employee

Date: 4/5/11

Approved by the City Attorney:



From: Robert Sivick
Sent: Friday, August 10, 2012 1:10 PM
To: Mayor Vavricek
Subject: RE: Request for legal opinion

Dear Mr. Mayor:

On August 7th I provided an opinion on the matter to Councilman Haase who added the item to the agenda. When I provided it I was and still am working on limited knowledge of what the agenda item is attempting to do. As such, my opinion is not all inclusive as amendments may be made at Tuesday's meeting and I reserve the right to add to my opinion based on any amendments that may be made. Below you will find the relevant text of my opinion along with the attached documents referenced in that opinion.

I previously provided you and other elected officials with the attached memorandum on June 20, 2012. That memo, specifically paragraph I, lays out the Council's limited authority over City personnel matters. As I stated, there are six items listed setting forth specific Council authority over personnel matters. I would note as a result of the passage of Ordinance 9390 on July 10, 2012, item three should now read "[a]pproving the hiring of statutory officers (Administrator Attorney, Clerk, Public Works and Finance Directors) and certain Department Directors (Building, Human Resources, Parks and Recreation, Utility, Fire, and Police) and the removal of statutory officers."

It appears you are attempting to terminate Ms. Brown's employment effective June 27, 2012. I also previously provided you and other elected officials with the attached City Attorney Opinion 2012-06. That opinion details Ms. Brown's employment and how it could end either as a result of termination or resignation.

Sec. 3B of Ms. Brown's employment contract (which the Council approved on April 5, 2011) sets forth the procedure for Ms. Brown's departure from the City's employ as a result of resignation. Nowhere in that section is the Council explicitly or implicitly authorized to accept or alter any terms of resignation.

By way of analogy consider my situation as like Ms. Brown I am a statutory official. On June 14, 2011, the Council approved Mayor Vavricek's appointment of me as City Attorney. Pursuant to Neb. Rev. Stat. Sec. 16-309 and Grand Island City Code (Code) Sec. 2-30 I may serve until the end of the Mayor's term (December, 2014). However, I may resign at any time prior to December, 2014. I would do so by submitting a letter of resignation to the Administrator or Mayor stating when such resignation takes place. If I were to submit such a letter tomorrow setting the date of my resignation as December 31, 2012, neither the Mayor or Administrator could alter that date without my consent. They could not extend my resignation to say June 30, 2013 as the thirteenth amendment to the US Constitution bans involuntary servitude with very narrow exceptions. In addition, they could not

alter that date without my consent by making it effective say August 31, 2012. To do so would constitute my removal and would have to be carried out pursuant to the State and City laws cited above. In Ms. Brown's case she may also be removed or terminated for just cause or other reasons pursuant to Secs. 3A(1) and 3A(2) of her employment contract.

As you know, on June 27, 2012 Ms. Brown submitted a letter of resignation to the Mayor effective September 30, 2012. That date stands unless Ms. Brown agrees to alter it or the Mayor terminates Ms. Brown's employment sooner and the Council approves such termination pursuant to State law, City law, or her employment contract. It is the Mayor and not the Council that agrees to the date of resignation on behalf of the City as he is Ms. Brown's supervisor and the City's personnel rules provide supervisors be they division chiefs, department directors, the Administrator, and ultimately the Mayor make those decisions.

As I stated in my attached June 20, 2012 memo, the personnel rules are structured so the Administration and not the Council makes the vast majority of personnel decisions. Having the Council exercise this authority over more than five hundred City employees would be cumbersome at best and utter chaos at worst. In addition, there is a separation of powers issue to consider. The Council is a legislative body charged with making law and policy. The Mayor and his administration are charged with the day to day operations of City government. Again by way of analogy, it is not the Congress that runs the United States government but the President and the numerous departments, bureaus, and agencies overseen by him.

I know the preceding portion has been lengthy but I wanted you to be fully aware of the legal issues involved. Like any client, you are free to accept or reject your lawyer's advice. If you wish to move forward, what you are attempting would take the form of a resolution. I will not draft such resolution or approve its contents as I am ethically prohibited from taking action that is illegal. I believe what you are attempting is illegal pursuant to State and City law and violates Ms. Brown's contract to which the City is a party. However, pursuant to Code Sec. 2-6 any member of the Council may place items on meeting agendas and I will insure any item submitted by you is included on the August 14, 2012 agenda. I would ask you be mindful of the work load of City staff and submit your resolution as soon as possible.

Given my limited knowledge as to what may be said or issues raised at Tuesday's meeting, my opinion is limited as well to the above text and the attached documents. As to your question if an item "can be legally discussed and voted upon by Council", the answer is yes. I can only offer advice to clients, I cannot force them to accept it. As such, the Council is free to take any action legal or illegal as it chooses. Let me know if you need anything else.

Robert J. Sivick

Robert J. Sivick
Grand Island City Attorney

Grand Island City Hall
100 East First Street
Post Office Box 1968
Grand Island, Nebraska 68802-1968
(308) 385-5444, Extension 130
(308) 385-5427 (Facsimile)
(308) 227-0673 (Cellular)
rsivick@grand-island.com
www.grand-island.com

The woods are lovely, dark, and deep,
But I have promises to keep,
And miles to go before I sleep,
And miles to go before I sleep.

Stopping by Woods on a Snowy Evening
Robert Frost (1923)

From: Mayor Vavricek
Sent: Friday, August 10, 2012 12:29 PM
To: Robert Sivick
Cc: Mayor Vavricek
Subject: Request for legal opinion

Bob,

I have some concerns regarding the item on the agenda regarding the City Administrator's resignation. Would you please give me your legal opinion regarding the legality of the item? I understand the item can be on the agenda, but is it an item that can be legally discussed and voted upon by Council.

Jay

OPINION OF THE GRAND ISLAND CITY ATTORNEY (2012-06)

TO: Jay Vavricek, Mayor of the City of Grand Island
Members of the Grand Island City Council
FROM: Robert J. Sivick, Grand Island City Attorney
RE: Legal Issues Regarding the Tenure of City Administrator,
Mary Lou Brown
DATE: July 23, 2012

Earlier this evening I received an email from Councilmember Chuck Haase requesting my legal opinion regarding the tenure of City Administrator, Mary Lou Brown. Since the evening of Friday, July 20, 2012 I have been contacted by five separate members of the Grand Island City Council (Council) each making individual but similar requests for such information.

Neb. Rev. Stat. §16-319 states in part, "[t]he city attorney shall be the legal advisor of the council and city officers.... He shall attend meetings of the council and give them his opinion upon any matters submitted to him, either orally or in writing as may be required." Grand Island City Code §2-40 mirrors the language of the State statute cited above.

The position of Grand Island City Attorney is quite difficult given I serve as legal counsel to eleven different elected officials who are often at great odds on numerous and various matters. I have tried to navigate this minefield with varying degrees of success. It has become apparent over the last three days the Council believes it has not received sufficient information regarding the tenure of Mary Lou Brown. Accordingly, I have decided to draft this opinion to answer the questions received. I do so because it is my duty as a lawyer and a requirement under State and City law I provide my "opinion upon any matters submitted" regardless of political or personal consequences.

This document constitutes my opinion. Its subject matter is limited to legal issues and does not touch on policy or personal views of any City official or employee. Finally, it is my understanding Mayor Jay Vavricek will be speaking at noon on Tuesday, June 24, 2012 before the Grand Island Rotary Club. Presumably his remarks will address this issue. This opinion is written without the knowledge of what those remarks may be nor do I deign to speak for the Mayor.

I. CHRONOLOGY OF EVENTS

December 7, 2010 - The Council approved Resolution 2010-354 appointing Ms. Brown as Interim City Administrator.

April 5, 2011 - The Council approved Resolution 2011-78 appointing Ms. Brown as City Administrator and approving her employment contract.

June 26, 2012 - Mayor Vavricek announced he requested and received Ms. Brown's resignation as City Administrator.

June 27, 2012 - Ms. Brown submitted a letter of resignation stating in part, "[e]ffective today, I will no longer work on a daily basis at City Hall; however, I will continue to be employed in an advisory role until September 30, 2012. During this time period, I will receive my current salary and benefits."

July 10, 2012 - Mayor Vavricek announced his intention to appoint Marlan V. Ferguson to serve as Interim City Administrator beginning August 6, 2012. Mayor Vavricek further announced his intention to submit Mr. Ferguson's appointment to the Council for approval at the meeting scheduled for July 24, 2012.

II. THE PRESENT STATE OF AFFAIRS

Since Ms. Brown's resignation is effective September 30, 2012 she continues to serve as City Administrator until that date. There is nothing illegal about her not working from City Hall. With regard to issues concerning hours worked, that is a matter for her superior, in this case Mayor Vavricek, to consider.

Since only one person may serve as City Administrator and the effective date of Ms. Brown's resignation has not been altered, no person, other than Ms. Brown, may serve as City Administrator or Interim City Administrator until after September 30, 2012.

III. LEGAL AUTHORITY CONTROLLING MS. BROWN'S DEPARTURE AS CITY ADMINISTRATOR

There are three separate legal authorities controlling Mr. Brown's departure as City Administrator. I will address each in turn.

A. State Statute

Neb. Rev. Stat. §16-308 lists the administrator as an appointed officer. That statute states in part,

"appointed officers may be removed at any time by the mayor with approval of a majority of the council." That means removal or termination of Ms. Brown must begin with the Mayor and requires the approval of the Council. Neither the Mayor nor Council may remove or terminate Ms. Brown or any statutory officer unilaterally.

B. City Code

Grand Island City Code (Code) §2-30 mirrors the language of the State statute cited above.

C. Employment Contract

Ms. Brown's employment contract with the City of Grand Island (City) provides for three possible avenues for her departure as City Administrator. I will address each in turn.

1. Termination for Just Cause

§3A(1) of Ms. Brown's employment contract states in part, "[t]he Mayor, with the approval of the City Council, shall have the right at any time during the term of this Agreement to terminate the Employee for just cause." Here, just like in the State statute and City Code cited above, the termination of Ms. Brown's employment must begin with the Mayor and requires the approval of the Council. Neither the Mayor nor Council may terminate Ms. Brown's employment unilaterally.

2. Termination for Reasons other than Just Cause

§3A(2) of Ms. Brown's employment contract provides "[t]he Mayor, with the approval of the City Council..." may terminate Ms. Brown for reasons other than just cause. If such occurs, Ms. Brown is entitled to receive three months salary, excluding benefits, in exchange for a release of claims against the City. As in the previous scenarios, the termination of Ms. Brown's employment must begin with the Mayor and requires the approval of the Council. Neither the Mayor nor Council may terminate Ms. Brown's employment unilaterally.

3. Voluntary Resignation

§3B of Ms. Brown's employment contract provides if Ms. Brown resigns she "shall give the City sixty (60) days written notice in advance, unless the

parties otherwise agree." Ms. Brown has given approximately ninety days written notice pursuant to her letter of resignation tendered on June 27, 2012. The effective date of resignation is in effect until Ms. Brown and the City agree to alter it or her employment is terminated pursuant to one of the scenarios described above.

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

MEMORANDUM

TO: City of Grand Island Elected Officials
Mary Lou Brown, Grand Island City Administrator
FROM: Robert J. Sivick, Grand Island City Attorney
RE: Council Action on Personnel Matters
DATE: June 20, 2012

On June 19, 2012 I was contacted by Mayor Jay Vavricek who requested I address the concern of a member of the Grand Island City Council (Council) regarding a possible discussion in either open or executive session of recent personnel issues covered in the local news media.

What brought this issue to a head was an article in the Sunday, June 17, 2012 edition of the *Grand Island Independent* entitled, "Previous fire chief was subject of insubordination charges". That article centered on an interview of former Grand Island Fire Chief Troy Hughes who alleged he was disciplined twice for insubordination, those actions were without merit, and ultimately resulted in his departure from employment with the City of Grand Island (City). These statements are in contrast with public statements made by Hughes last Autumn in which he stated his decision to accept the Fire Chief position in Los Alamos, New Mexico was driven by higher pay, better benefits, and the opportunity to lead a larger department charged with protecting the Los Alamos National Laboratory, a Federal facility specializing in nuclear weapons research.

There appears to be two main issues in this matter. One is whether and to what extent the Council has authority over the management of City employees, the employee grievance process, and the employee discipline process. The other is whether the Council can or should discuss former Chief Hughes, other employees, or personnel policy in general in open or executive session. I will address each in turn.

I. COUNCIL AUTHORITY OVER PERSONNEL MANAGEMENT, GRIEVANCES, AND/OR DISCIPLINE

The Personnel policies for City employees are set forth in the City of Grand Island Personnel Rules and Regulations (Personnel Rules). The Personnel Rules were adopted by the Council on June 22, 1987. In addition, sworn members of the Grand Island Police and Fire Departments are also governed by the City of Grand Island Civil Service Rules

and Regulations (Civil Service Rules). These rules center on the hiring, firing, and discipline of police and fire personnel and are not as detailed as the Personnel Rules. In addition, the Civil Service Rules arise out of Chapter 12 of the Grand Island City Code (Code) and the Nebraska Civil Service Act, codified at Neb. Rev. Stat. §§19-1825 to 19-1848.

For City employees who are members of bargaining units or unions, provisions set forth in their respective contracts are applicable only to members of those unions.

With the exception §1.01 of the Personnel Rules which notes they were adopted by the Council, nowhere else in the Personnel or Civil Service Rules is the Council mentioned let alone charged with any authority or responsibilities. In addition, Code §2-19(3) restricts the actions of the Council or its individual members with regard to City employees. Specifically, it permits inquiries of City employees regarding municipal activities. For all other matters, the Council must deal with the Administrator directly and is prohibited from giving orders to any subordinate of the Administrator, which includes all City employees.

Overall, the Council's authority regarding personnel is limited to the following:

1. Adopting or amending Personnel Rules (Code §2-19(4));
2. Approving the appointment of members of the Civil Service Commission (Civil Service Rules, Art. I, §A);
3. Approving the hiring and/or removal of statutory officers (Administrator, Attorney, Clerk, Public Works and Finance Directors) (Code §2-30);
4. Approving City FTE schedules;
5. Approving City union contracts; and
6. Approving salary ordinances.

It is my professional opinion the Council is limited in its ability to control the day to day management of City employees for efficiency reasons. As a ten member body with widely differing opinions, allowing City employees to appeal to the Council regarding personnel management,

grievances, or discipline would not only undermine the authority of Department Directors and the Administrator but would make management of the City workforce difficult if not impossible.

II. DISCUSSION OF PERSONNEL MATTERS IN OPEN OR EXECUTIVE SESSION

A. OPEN SESSION

Code §2-6 states in part, "[t]he city clerk shall place upon the agenda of any regular, special, or study session meeting only those matters which have been directed by one council member, or authorized by the mayor or the city administrator." As such I see no legal prohibition to an agenda item for the purpose of discussing personnel in general or even a particular employee. However, if the discussion involves a past or present employee, I consider it my duty to publicly voice my objection to such action and recommend discussion not take place as it will prove detrimental to my client, the City of Grand Island. That detriment will arise from potential civil liability if City officials discuss particular employee personnel issues publicly.

Personnel matters for any employer, including the City, are confidential. These matters may include allegations or items of a criminal, medical, and/or sexual nature that if revealed or discussed publicly by City officials will expose the City and ultimately its taxpayers to massive civil liability. During my tenure as City Attorney I appeared in Court on behalf of the City more than once to prevent third parties from gaining access to personnel records for use in criminal and divorce proceedings. It is the policy of the City to safeguard this information not only to protect the City from potential liability but so past, present, and future employees are confident embarrassing matters such as a past criminal record, substance abuse issues, or mental health problems are not improperly revealed publicly.

I am well aware of the beating the City has taken in the local newspaper which characterizes the City's policy of not discussing personnel issues (which incidentally is the policy of every reputable public and private employer) as a shield or excuse for hiding

information. I am also aware of past and present employees who freely discuss personnel issues publicly and in so doing criticize and even attack the City and its officials. I will go so far as to say those employees take such action knowing the City is unable to respond. As the Mayor stated in the recent article regarding former Chief Hughes, the City would be able to respond to these attacks if employees were willing to sign waivers of their right to confidentiality of personnel records. As of this date, I have not been contacted by any past or present employees wishing to waive their right to confidentiality and I do not expect such.

I am also aware of the pressure you are under from the public regarding this matter as I once served as a member of the Omaha City Council. However, taking rash action by publicly discussing these matters will as I said previously, expose the City to civil liability. Our courts will not look kindly on the City revealing confidential information in response to political pressure, attacks from past or present employees, or criticism from the news media.

B. EXECUTIVE SESSION

Executive or closed sessions of a public body are highly regulated activities as set forth in the Nebraska Open Meetings Act, codified at Chapter 84, Art. 14 of the Nebraska Revised Statutes.

Neb. Rev. Stat. §84-1410(1)(d) permits an executive session for the "[e]valuation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting". The problem here is if the executive session is to discuss former Chief Hughes, such session would be illegal as Hughes is no longer a City employee and his job performance is no longer an issue for any City official to evaluate. An executive session to discuss the job performance of a present employee would also be illegal as the Council has no authority to evaluate City employees with the exception of statutory officers as listed above. Even then, the Council's function is limited to the approval of removing statutory officers and only when requested to do so by the Mayor.

RESOLUTION 2012-220

WHEREAS, the City council, in the Employment Agreement, states the following: it is the desire of the City Council to: (1) secure and retain the services of the Employee and to provide inducement for her to remain in such employment; (2) to make possible full work productivity by ensuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; (4) to provide a just means for terminating Employee's services at such time as she may be unable to fully discharge her duties or as events may otherwise occur; and (5) to provide a just means for a clearly defined professional voluntary employment separation agreement and

WHEREAS, under Section 5 of Mary Lou Brown's employment agreement, the City Council clearly states a goal to clearly define a separation agreement; and

WHEREAS, on June 27, 2012 Mary Lou Brown submitted a termination letter which was accepted by the Mayor on June 26th as stated in the City Council regular meeting, and

WHEREAS, the City Council accepts the resignation of Mary Lou Brown as of June 27th and her consulting arrangement through September 30, 2012; and

WHEREAS, the City Council is a required approver on appointment, the City Council shall also be in a position to accept or reject her resignation as submitted; and

WHEREAS, Mary Lou Brown has submitted her resignation, the Mayor having accepted her resignation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the City Council accepts the resignation and terms provided in the employment agreement and resignation document dated June 27, 2012.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item J1

Approving Payment of Claims for the Period of July 25, 2012 through August 14, 2012

*The Claims for the period of July 25, 2012 through August 14, 2012 for a total amount of \$4,837,209.53
A MOTION is in order.*

Staff Contact: Jaye Monter



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item X1

Strategy Session with Respect to Collective Bargaining (IAFF).

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