

Public Works Committee Meeting
Tuesday, October 4, 2022 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Provide a recommendation to the City Council on approving JEO's proposal for Crete's Westgate Blight and Substandard Study at a cost of \$7,000.
- 3.B. Provide a recommendation to the City Council on approving Doane's request to hold a bonfire at Tuxedo Park.

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.



Form of Agreement between Owner and Planner

In this Agreement between the Owner:

City of Crete
243 East 13th Street
Crete, NE 68333

and the Planner:

JEO Consulting Group, Inc
11213 Davenport Street, Suite 200
Omaha, NE 68154
Phone: 402-934-3680
Fax: 402-934-3681

Entered into _____, 2022.

For the following project (brief description):

Crete Westgate Blight and Substandard Study for the proposed **Study Area** as illustrated on the attached Exhibit A.

The Owner and Planner agree to the following:

SCOPE OF SERVICES:

Based on the project generally defined above, we propose to provide planning services required to comply with state regulations as follows. Please note that these services may run concurrently.

1) Blight Substandard Study:

- a) Review of City of Crete's records for the existing area(s) declared Blighted and Substandard or characteristics studied from previous studies.
- b) Field evaluation of the Study Area to verify conditions as specified in the Nebraska Community Development Law.
- c) Analysis of the Study Area to determine the presence of blight or substandard conditions as defined by state statute
- d) Analysis of Saline County Assessor online records for age of existing structures and lot shape and size.
- e) Coordination with city staff and legal counsel to delineate a Blight and Substandard Determination area.
- f) Prepare draft report on blight/substandard conditions for JEO Investments and legal internal review.
- g) Amend the draft report as requested per the client and submit to the city staff and/or city attorney for review.
- h) Preparation of a legal description for the area.

JEO CONSULTING GROUP INC

- i) JEO has included the cost for one (1) trip to the site for completion of the services defined in this section.

2) Study Approval:

- a) Attend and present the draft study to the Crete Planning Commission.
- b) Attend and present the draft study to the Crete City Council.

Deliverables

- a) Print up to 15 copies of the approved Blight and Substandard Determination Study.
- b) Electronic copy of the approved Blight Substandard Study.
- c) Shapefiles developed for the study.

2) Project Timeline:

Upon receipt of this agreement, JEO Consulting Group shall deliver the draft documents to the client within four weeks upon notice to proceed with official approval process to follow.

TERMS AND CONDITIONS:

1) LUMP-SUM FEE

JEO proposes to provide the services defined above for the fees defined below:
Blight and Substandard Study **\$7,700**

2) LEGAL REVIEW

- a) The client will be responsible for obtaining legal review of the Blight and Substandard Study. JEO will make necessary changes to the documents provided those changes are given to JEO within two weeks of submitting the documents to the City.

3) PAYMENTS

- a) Retainer: A retainer will not be required for this project.
- b) Progress Payments:
 - i) JEO will bill for services completed near the beginning of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
 - ii) Invoices not paid within 30 days may be charged interest at the annual rate of 12%.
 - iii) Payments will be applied first to interest then principal.
 - iv) Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

4) REIMBURSABLE EXPENSES

- a) Typical reimbursable expenses are included in the lump-sum and include:
 - i) Mileage for trips required to complete the work defined above
 - ii) Long distance phone calls
 - iii) Meals
 - iv) Other travel expenses

- v) Software
- vi) Copies/prints
- vii) Faxes
- b) Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project)

5) Contract Time

The draft Blight Study shall be submitted to the city no later than four weeks after JEO's receipt of an executed agreement. If the Basic Services covered by this Agreement have not been completed by January 1, 2023, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.

6) ACCEPTANCE OF PROPOSAL

If the terms of the Proposal are acceptable to you, please sign the following as acceptance and indication that you are qualified to sign this agreement on behalf of the Owner. Further, your signature indicates that you are authorized to make future decisions as to the modification, extension, or termination of this agreement.

Owner /Title



Jeffrey B. Ray, AICP
Senior Planner
JEO Consulting Group, Inc.

EXHIBIT A





REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic or item you would like the City Council to act on or discuss at a future meeting, please fill out the form below. The topic or item will be reviewed by City staff, who may be able to assist you, or scheduled for a future meeting if the Mayor and Council agree to hear the matter.

Name: Doane University - Spencer Munson - Assistant Director of Campus Engagement

Address: 1014 Boswell

Telephone #: 402-429-2642

Email: spencer.munson@doane.edu

Date of Request: 10/4/22 9-11pm

Description of Requested Topic or Item:

Doane is requesting the use of Tuxedo Park for a Homecoming Bonfire. The fire would be located
in the lake bed, which is where they have the go kart race track. This will be an alcohol
free event with games, smores, and learning the fight song. We have recieved the approval of
the fire department and the University. Doane staff will be on hand to supervise and drive
students to and from the event to campus.