

SPECIAL MEETING
CITY COUNCIL

December 10, 2018

The Mayor and City Council of the City of Syracuse, Nebraska met at 6:00 P.M. on December 10, 2018 for their special meeting in the Syracuse City Hall Council Chambers at 495 5th Street. Present were Council members Gigstad, Henke, Dettmer, Britton. Notice of meeting was given by posting in three places. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the public. Mayor Ortiz called the meeting to order and pointed out the Open Meetings Act.

Mayor Ortiz asked if there were any additions or corrections to the November 19, 2018 City Council meeting minutes. No discussion was had; Mayor Ortiz announced the minutes are approved as written.

Mayor Ortiz led the hearing on appeal by Luke Pray for final determination regarding Otoe County Housing Rehabilitation Program. Ortiz explained Pray has 15 minutes to look through the hearing documents, then Jim Warrelmann of SENDD would have the same opportunity. After that Pray and Warrelmann would each have five minutes each to explain their cases.

Pray explained he felt the project was a disaster from day one and that his house was essentially unlivable. He specified the work performed by the contractor was unacceptable and not satisfactory with windows unable to be opened, oak wood floors with chunks taken out, as well as original trim unsalvageable so the trim replacing that did not match anything. The project has been going on for a year. The contract for the project is unsigned; the only signature was that of Luke Pray and only Luke Pray and SENDD have this version in their possession. Britton asked if the work specified for the project was included in the contract? Pray was unable to provide the specifications at that time but explained the full scope is included in the contract not attached to the contract provided for the meeting; Attorney Stilmock confirmed. There was much concern regarding the windows not opening and thus not a safe environment as they could not be opened in the event of a fire. Stilmock asked Pray if there were any other exhibits he wished to share; Pray did not have anything more and mentioned he felt the pictures provided show the type of work performed by the contractor. Pray would prefer a separate contractor come to his house, fix the things done poorly or incorrect and finish what still needs to be done at SENDD's expense.

Jim Warrelmann of SENDD present. He explained up until May of 2018 everything seemed to be going fine with the project. At that time, SENDD had discovered the previous Housing Specialist assigned to this project had not been doing an adequate job. Warrelmann visited the property in May 2018 and was shocked at the work performed by the contractor as it was not up to standard of the work performed by the same contractor on various other SENDD housing rehab projects. The contractor is more than willing to come back to the property to fix the issues and complete the project as well as contract out for those items he is not comfortable doing or those he cannot do alone. The first three payment requests and approval forms were signed completely including Luke Pray with the fourth (final) payment not signed by Pray; therefore the final payment was not paid to the contractor. Britton inquired regarding the unsigned contract and the work write-up which is supposed to be attached to the contract and a copy also kept at the jobsite. This was not being done in the past which is part of the reason the previous Housing Specialist is no longer with SENDD. Warrelmann agreed the windows are a major issue but went on to explain the windows operate from the top so they do snap out allowing someone to be exit through the window. Warrelmann mentioned the contractor had back surgery during this project therefore a person under him was doing the work. Pray included the contractor was on site and doing the work on the Saturdays when he was home.

Warrelmann explained each project is allotted \$24,999.00 and this project has \$2800.00 left in the project. The project has gone to the Grievance Committee, then the DED Housing Committee.

Pray mentioned with no signed contract there's no way to force the lien on his house. Pray does not want the contractor back in his house and is fearful of retaliation if he comes back. The question regarding insurance provided by the contractor came up; Pray has not talked to the contractor if he could submit any of the damages to his insurance.

Stilmock asked Pray if he continued to live in the house during the project; Pray's answer was yes. Stilmock asked Pray about signing off on the first three pay requests and approvals; he asked if the windows were included in any of those pay requests and if he checked the windows at that time to see if they were working. Pray answered he did not and he was under the assumption the work was quality and did not expect to encounter windows that wouldn't open.

The sixteen pictures of the property and work performed were gone through and explained individually.

Options include seeking contractor's insurance or accepting the Housing Committee's recommendation to accept the contractor to come back in and fix the issues he can and sub-contract out the other falling within the amount of money left. Additional funds are not accessible for the project. Warrelmann added without a signed copy of the contract Pray could sell his house at any time and walk away. Stilmock is unsure if anything would be available from the contractor's insurance. Warrelmann explained the left over money can not go back to the homeowner; the guidelines do not allow it. A third party mediator can be hired if a decision cannot be made by the City Council. The City has already spent a lot of money and time on this.

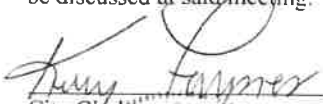
Ortiz added it's a bad situation all the way around and a decision needs to be made so everyone can move on. Britton added the contractor owes that the work should've been done correctly the first time. He suggested the contractor write the check for a sub-contractor but not do the work.

Council Member Gigstad motioned to accept the Housing Committee's recommendation, no second.

Council Member Britton motioned the remaining money in the project be used to acquire a different contractor and the amount of work that can be done with that be accomplished and any unfinished work be left at the property owner deciding what to whether it be legal action or whatever he chooses, Gigstad seconded. Roll Call: Yeas: Henke, Britton, Dettmer, Gigstad. Nays: none. Britton added the decision needs to be negotiated between Pray and Warrelmann to decide upon a separate contractor.

Council Member Britton moved to adjourn the meeting at 7:23 P.M., Dettmer seconded. Roll Call: Yeas: Gigstad, Dettmer, Britton, Henke. Nays: none. Meeting Adjourned.

I the undersigned Clerk hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting; kept continually and available for inspection at the office of the City Clerk; that such subjects were contained in the said agenda for at least twenty-four hours prior to the said meeting; that at least one copy of the reproducible material discussed at the meeting was available at the meeting for the examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days or prior to the next convened meeting of the body; that all news media requesting notification concerning time and place of said body were provided advance notification of time and place of said meeting and subjects to be discussed at said meeting.


City Clerk


Mayor

