

---

# City of Grand Island



**Tuesday, October 25, 2016**  
**Council Session Packet**

---

**City Council:**

**Linna Dee Donaldson**  
**Michelle Fitzke**  
**Chuck Haase**  
**Julie Hehnke**  
**Jeremy Jones**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Roger Steele**  
**Mark Stelk**

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

---

**7:00 PM**  
**Council Chambers - City Hall**  
**100 East 1st Street**

### **Call to Order**

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

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

---

**Invocation - Pastor John Hayes, Grace Baptist Church, 1115 South Vine Street**

**Pledge of Allegiance**

**Roll Call**

---

### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

---

### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item C-1

### **Recognition of Police Chief Robert Falldorf for 30 Years of Service with the Grand Island Police Department**

*The Mayor and City Council will recognize Police Chief Robert Falldorf for 30 years of service with the City of Grand Island Police Department. Chief Falldorf was hired as a Police Officer on September 1, 1986, was promoted to Sergeant on April 12, 1993 and to Captain on December 29, 2003. He became Police Chief on June 20, 2016. We congratulate Chief Falldorf on his dedicated service to the City of Grand Island for the past 30 years.*

Staff Contact: Mayor Jeremy Jensen

# Thirty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

**ROBERT FALLDORF**

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With



  
\_\_\_\_\_  
Department Director

9/30/16  
Date

  
\_\_\_\_\_  
Mayor

9/30/16  
Date





# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item C-2

### **Recognition of Utilities Director Tim Luchsinger for 30 Years of Service with the City of Grand Island**

*The Mayor and City Council will recognize Utilities Director Tim Luchsinger for 30 years of service with the City of Grand Island Utilities Department. Mr. Luchsinger was hired as Utilities Engineer - Mechanical on October 27, 1986, was promoted to Assistant Utilities Director on April 1, 1992, and to his current position, Utilities Director, on April 25, 2011. We congratulate Mr. Luchsinger on his dedicated service to the City of Grand Island for the past 30 years.*

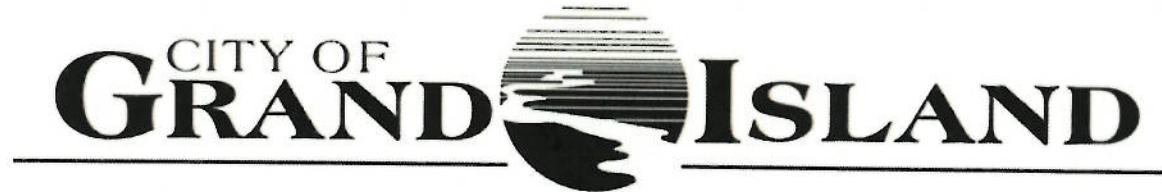
Staff Contact: Mayor Jeremy Jensen

# Shirty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

**TIMOTHY LUCHSINGER**

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With



*Merlan Ferguson*  
\_\_\_\_\_  
Department Director

*10/12/16*  
\_\_\_\_\_  
Date

*James J. Jorgensen*  
\_\_\_\_\_  
Mayor

*10/12/16*  
\_\_\_\_\_  
Date



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item E-1

### **Public Hearing on Acquisition of Utility Easement - Southeast Corner of Highways 34 & 281 - Museum Board of Hall County, NE**

*Council action will take place under Consent Agenda item G-5.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** October 25, 2016

**Subject:** Acquisition of Utility Easement – Southeast corner of  
Highways 34 & 281 – Museum Board of Hall County,  
NE

**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 the Museum Board of Hall County, Nebraska, located through a part of Lot One (1), Stuhr Museum Subdivision in the City of Grand Island, Hall County, Nebraska (the southeast corner of Highways 34 & 281), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The Stuhr Museum is in the process of preparing an area for outdoor entertainment and a future restroom. In order to provide the electrical service for the new facilities, a transformer and high voltage power line need to be placed on the Grantor's property. The easement will allow the Utilities Department to install, access, operate and maintain the electric infrastructure. The centerline of the new easement will be extended southerly from the existing underground power line.

## **Alternatives**

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

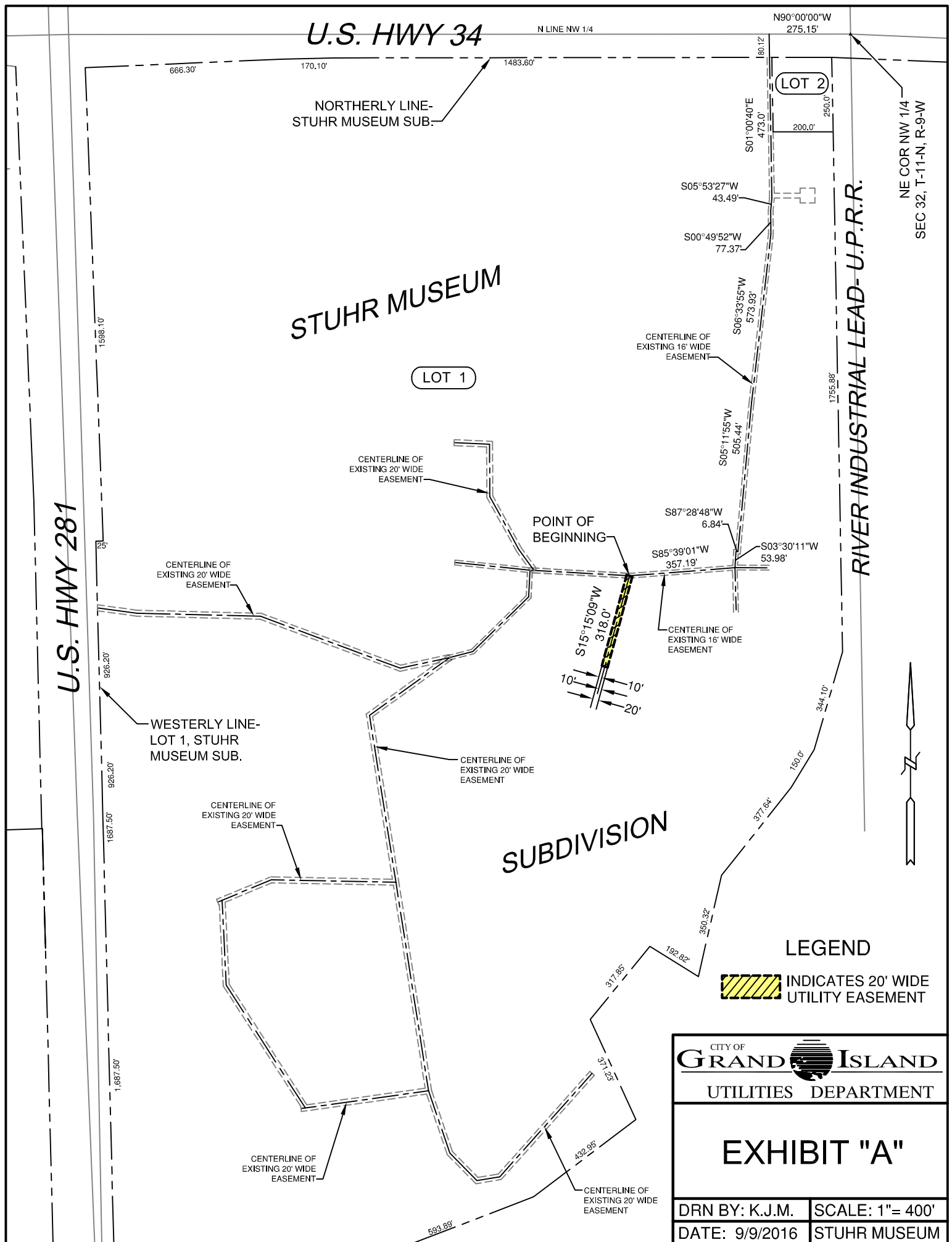
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve acquisition of the Utility Easement.







# **City of Grand Island**

**Tuesday, October 25, 2016**

**Council Session**

## **Item G-1**

### **Approving Minutes of October 11, 2016 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
October 11, 2016

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on October 11, 2016. Notice of the meeting was given in *The Grand Island Independent* on October 5, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, and Roger Steele. Councilmember Mike Paulick was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Myah Mattke and board member Danna Burchess.

INVOCATION was given by Pastor Todd Bowen, Grace Covenant Church, 418 West 12<sup>th</sup> Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 3700 Block of West Capital Avenue (TS12 Phase II, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located in the 3700 Block of West Capital Avenue was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to provide electrical service for Sterling Estates Sixth Subdivision along with high voltage power lines and related equipment. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - West Side of West Park Plaza Mobile Home Park (West Park Plaza Mobile Home Park, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located on the west side of West Lane was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The West Park Plaza Mobile Home Park is in the process of upgrading the mobile homes along the west side of West Lane. In order to serve the development's increased electrical load, new transformers and high voltage underground power lines are needed. Staff recommended approval. No public testimony was heard.

RESOLUTIONS:

#2016-253 - Consideration of Approving Labor Agreement between City of Grand Island and the Fraternal Order of Police Grand Island Lodge No. 24. Human Resources Director Aaron Schmid reported that negotiations were held for the Police Officers and Police Sergeants under the labor agreement for the Fraternal Order of Police (FOP) Lodge No. 24. If approved the labor agreement would begin October 1, 2016 and run through September 30, 2019. Reviewed were changes to the contract.

Motion by Nickerson, second by Stelk to approve Resolution #2016-253. Upon roll call vote, all voted aye. Motion adopted.

#2016-254 - Consideration of Approving Agreement between the City of Grand Island and Grow Grand Island, Inc. for Community Enhancement Programs. City Attorney Jerry Janulewicz reported that the agreement authorizes Grow Grand Island, Inc. to receive funds and process grants on behalf of the City of Grand Island for the establishment, development, operation, and maintenance of community enhancement programs within the City.

Motion by Donaldson, second by Hehnke to approve Resolution #2016-254. Upon roll call vote, all voted aye. Motion adopted.

#2016-255 - Consideration of Approving EOC 911 Facility Design and Build Agreement. Emergency Management Director Jon Rosenlund reported that in August 2016, the Emergency Management Department issued a Request for Proposals for Architectural Design & Build Services in order to secure a firm that could design and manage the construction of a full-time location for emergency 911 and emergency management. The Department received proposals from three qualified applicants.

The Emergency Management Department recommended accepting the contract for services with Cannon Moss Brygger Architects of Grand Island, Nebraska. The contract included an estimated construction start date of April 20, 2017 and completion date of June 1, 2018. The basic service fee for this contract was 7.15% of construction costs based on a \$3.4 million project not to exceed a fee of \$250,000, plus reimbursable.

Motion by Nickerson, second by Minton to approve Resolution #2016-255. Upon roll call vote, all voted aye. Motion adopted.

#### ORDINANCES:

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

#9607 - Consideration of Vacation of Public Right-of-Way in Summerfield Estates 5th Subdivision - 3819 & 3820 Warbler Road

#9608 - Consideration of Amending the Salary Ordinance

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

#9607 - Consideration of Vacation of Public Right-of-Way in Summerfield Estates 5th Subdivision - 3819 & 3820 Warbler Road

Public Works Director John Collins reported that the property owners were requesting to vacate the right-of-way as development of this area had changed. The additional right-of-way was no longer needed to allow for a cul-de-sac radius.

Motion by Fitzke, second by Jones to approve Ordinance #9605.

City Clerk: Ordinance #9607 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9607 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9607 is declared to be lawfully adopted upon publication as required by law.

#### #9608 - Consideration of Amending the Salary Ordinance

Human Resources Director Aaron Schmid reported that the proposed salary ordinance reflected the changes to the Fraternal Order of Police (FOP) Lodge No. 24 labor agreement and an adjustment to the Building Department Director position.

Discussion was held regarding the Building Department Director's salary. City Administrator Marlan Ferguson commented on the array and internal equity.

Motion by Donaldson, second by Stelk to approve Ordinance #9608.

City Clerk: Ordinance #9608 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9608 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9608 is declared to be lawfully adopted upon publication as required by law.

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

#### Approving Minutes of September 27, 2016 City Council Regular Meeting.

##### #2016-241 - Approving City Council Meeting Schedule for 2017.

#2016-242 - Approving Final Plat and Subdivision Agreement for Conestoga Mall Eighth Subdivision. It was noted that Conestoga Mall 2002, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Conestoga Mall Eighth Subdivision located east of Highway 281 and south of State Street for the purpose of creating 5 lots on 52.741 acres.

#2016-243 - Approving Final Plat and Subdivision Agreement for Sterling Estates Seventh Subdivision. It was noted that Niedfelt Property Management Preferred, LLC, owner, had

submitted the Final Plat and Subdivision Agreement for Sterling Estates Seventh Subdivision located north of State Street and east of North Road for the purpose of creating 18 lots on 9.59 acres.

#2016-244 - Approving Final Plat and Subdivision Agreement for Sterling Estates Eighth Subdivision. It was noted that Niedfelt Property Management Preferred, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Sterling Estates Eighth Subdivision located north of Norseman Avenue and east of North Road for the purpose of creating 18 lots on 3.798 acres.

#2016-245 - Approving Acquisition of Utility Easement - 3700 Block of West Capital Avenue (TS12 Phase II, LLC).

#2016-246 - Approving Acquisition of Utility Easement - West Side of West Park Plaza Mobile Home Park (West Park Plaza Mobile Home Park, LLC).

#2016-247 - Approving Purchase of a New Landfill Compactor for the Solid Waste Division of the Public Works Department from Humdinger Equipment, Ltd. of Lubbock, Texas in an Amount of \$785,944.00.

#2016-248 - Approving Purchase of a New Mastic Applicator for the Streets Division of the Public Works Department from Logan Contractors Supply of Omaha, Nebraska in an Amount of \$53,106.00.

#2016-249 - Approving Boundaries for Fonner Park Business Improvement District.

#2016-250 - Approving Boundaries for South Locust Street Business Improvement District.

#2016-251 - Approving Purchase of 6 Physio-Control LifePak 15 Vital Sign Monitors and Cardiac Defibrillators from Mission Lifeline in an Amount of \$141,977.30.

#2016-252 - Approving Purchase of 25 Motorola XPR7550 Portable Radios from State Bid in an Amount of \$31,111.25.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitzke to approve the Claims for the period of September 28, 2016 through October 11, 2016 for a total amount of \$3,930,269.16. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:30 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, October 25, 2016**

**Council Session**

## **Item G-2**

**Approving Minutes of October 18, 2016 City Council Study Session**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

October 18, 2016

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on October 18, 2016. Notice of the meeting was given in the *Grand Island Independent* on October 12, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Michelle Fitzke, Vaughn Minton, and Mike Paulick. Councilmembers Chuck Haase, Julie Hehnke, Linna Dee Donaldson, and Roger Steele were absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Jackie Gonzalez.

INVOCATION was given by Community Youth Council member Jackie Gonzales followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Information and Discussion on Upcoming Ballot Issue for 1/2 Cent Sales Tax. Paul Wicht, 1708 Jerry Drive spoke regarding the Sycamore Street underpass and requested the City check with the Union Pacific Railroad for their responsibility.

City Administrator Marlan Ferguson stated that on August 23, 2016 the City Council approved Resolution #2016-208 which placed an initiative on the November 8, 2016 General Election ballot to increase the City's sales tax by 1/2 percent. Two issues would be on the ballot: one was to authorize the City to generate or collect the funds and the second one was to authorize the City to spend the funds. The purpose of this meeting was to discuss and review the Sales Tax initiative, potential projects, and financial projections.

Mr. Ferguson explained LB 357 passed by the Nebraska Legislature would allow for an additional 1/2% sales tax. The additional 1/2% sales tax would be used for public infrastructure projects such as: streets, water, sewer, drainage, etc. The projected revenue per year was \$5.5 million. There would be a 10 year sunset or until bonds for which revenue was pledge was paid off. Additionally LB357 required an oversight committee with a local government agency. An Interlocal Agreement had been approved with the Community Redevelopment Authority for this oversight committee.

Mayor Jensen commented on upcoming projects that had been prioritized in an amount of \$133,000,000 of which the City was responsible for. Property tax was mentioned and the need for the 1/2% sales tax to pass so the local property tax owners would not be solely responsible.

The sales tax was a shared tax for everyone who came to Grand Island. He did not guarantee that the property tax would not go up but without the additional sales tax it more than likely would.

Public Works Director John Collins commented on the pavement conditions within the City. Budgeted trends and actual expenses for Capital projects were presented. He stated Adams Street, Highway 281 and several other projects the City was committed to, some through the Nebraska Department of Roads. The Mayor commented on the growth of Grand Island and the amount of money that was spent for infrastructure. Aging infrastructure, additional traffic, and safety concerns were mentioned.

Comments were made regarding the importance of passing this additional sales tax. The additional funds would be used for specific projects.

ADJOURNMENT: The meeting was adjourned at 7:53 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, October 25, 2016**

**Council Session**

## **Item G-3**

**Approving Request for Liquor Manager Designation from Maria Garcia, 610 East 12th Street #8, Wood River, NE for Fiesta Latina, 2815 South Locust Street**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** October 25, 2016

**Subject:** Request from Maria Garcia, 610 E. 12<sup>th</sup> Street #8, Wood River, NE for Liquor Manager Designation with Fiesta Latina, 2815 South Locust Street

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Maria Garcia, 610 E. 12<sup>th</sup> Street #8, Wood River, NE has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Fiesta Latina, 2815 South Locust Street.

This application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

## **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. Ms. Garcia has completed a state approved alcohol server/seller training program. Staff recommends approval.

## **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 request for Liquor Manager Designation.

## **Sample Motion**

Move to approve the request from Maria Garcia, 610 E. 12<sup>th</sup> Street #8, Wood River, NE for Liquor Manager Designation in conjunction with the Class “C-34765” Liquor License for Fiesta Latina, 2815 South Locust Street.

10/19/16  
11:29

Grand Island Police Department  
LAW SUPPLEMENTAL NARRATIVE

450  
Page: 1

Incident number : L16101104  
Sequence number : 1  
Name : Vitera D  
Date : 14:01:29 10/12/2016  
Narrative : (see below)  
318

Grand Island Police Department  
Supplemental Report

Date, Time: Wed Oct 12 14:01:39 CDT 2016  
Reporting Officer: Vitera  
Unit #: CID

Maria Garcia is applying to be the liquor manager at Fiesta Latina. According to her application, Maria has lived in Grand Island since at least 2005. She didn't list any spousal information and has been working for Head Start since last year. Under the question on the application which asks for convictions, Maria wrote that she has had too many traffic violations to remember the dates. She also disclosed a "suspended license" and something that says "mislawful taken."

I checked Maria through Spillman and found that she has an entry for being referred to the county attorney for theft in 2005. The report indicates that she found \$50 under a printer while working at Walmart and took it. She admitted to the officer that she took the money. Maria also has an entry in Spillman as Maria Lindiman.

Maria has numerous contacts under the last name of Lindiman. In January of 2012, she was involved in a fight in front of a bar where the tip of her finger was bitten off and a purse was stolen. According to the police report, Maria was the victim of a 1st Degree Assault, and she was referred to the county attorney for committing a 3rd Degree Assault.

NCJIS shows that Maria was convicted of a Class II Misdemeanor Theft in December of 2005 which appears to be the Walmart case mentioned above. She was also convicted of Driving During Suspension (DDS) in December of 2011, No Operator's License in 2001, "Acts Declared Unlawful-licenses/driving" in 2007, stop sign/signal violation in 2011, speeding in 2012, and child restraint violations in 2010 (along with license plate violation from same incident) and 2014.

I checked a paid law enforcement-only database which tends to provide mostly personal identifying information and civil issues. I didn't find anything out of the ordinary about Maria. I also found that Maria has a valid Nebraska driver's license and doesn't have any outstanding warrants for her arrest.

While Maria didn't specifically list all of her traffic convictions, it appears that she did try to disclose her DDS and Theft conviction which are each a misdemeanor and don't preclude her from being a liquor manager. With some reservation, the GIPD won't object to Maria becoming the liquor manager at Fiesta Latina.

= = = = =





# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item G-4

**#2016-256 - Approving 2017 Police Fleet Purchases**

Staff Contact: Robert Falldorf, Police Chief

# **Council Agenda Memo**

**From:** Robert Falldorf, Police Chief

**Meeting:** October 25, 2016

**Subject:** 2017 Police Fleet Vehicle Purchases

**Presenter(s):** Robert Falldorf, Police Chief

## **Background**

A partial list for the State of Nebraska contract for vehicles has been released. The Police Department has \$133,000 budgeted in Capital expenditures for the purchase of five (5), vehicles. Four (4) vehicles for the Patrol fleet and one (1) vehicle for the Criminal Investigations Division. The Police Department is requesting to purchase on State of Nebraska contract the four (4) 2017 Ford Police Interceptor Utility vehicles for the Patrol fleet from Anderson Ford Group for \$28,434 each for a total of \$113,736. The fifth vehicle for the Criminal Investigation Division will be purchased at a later time when State of Nebraska contract information is released for that model of vehicle.

## **Discussion**

The Police Department has \$133,000 budgeted in Capital Outlay for the purchase of five (5) fleet vehicles in 2017. The Police Department is requesting to purchase four (4) of the five (5) fleet vehicles from the State of Nebraska contract at this time for the Patrol fleet.

The Department is replacing four (4) vehicles from the marked Patrol Division fleet. The Department is requesting to purchase four (4) 2017 Police Interceptor Utility vehicles under State contract #14611 OC from Anderson Auto Group at \$28,434 per vehicle for a total cost of \$113,736.

The price for the four (4) Ford Police Interceptor Utility vehicles includes a \$100.00 delivery fee to Grand Island. The Police Department expects delivery of these vehicles in the spring of 2017.

## **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 four (4) 2017 Ford Police Interceptor Utility vehicles at \$28,434 each under State contract from Anderson Ford Group for a total cost of \$113,736.

### **Sample Motion**

Move to purchase four (4) 2017 Ford Police Interceptor Utility vehicles at \$28,434 each under State contract from Anderson Ford Group for a total cost of \$113,736.

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 1 of 4	ORDER DATE 09/16/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS:  AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

## CONTRACT NUMBER

14611 OC  
PRIMARY AWARD  
E85 AWARD

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**SEPTEMBER 23, 2016 THROUGH SEPTEMBER 22, 2017**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5374 OF

Contract to supply and deliver 2017 OR CURRENT PRODUCTION POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER as per the attached specifications, for the contract period September 23, 2016 through September 22, 2017. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford Promaster

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Bobby Colclasure  
Phone: 402-617-4521  
E-Mail: bobbyc@andersonautogroup.com

(ka 9/16/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	POLICE MIDSIZE UTILITY FORD PROMASTER	20.0000	EA	28,349.0000
2017 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER				

*Dianna Gilliland* 9-22-16  
BUYER  
*Bobby Colclasure* 9-22-16  
MATERIAL ADMINISTRATOR

R:\056\NISC001\NISC001 20150901

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 2 of 4	ORDER DATE 09/16/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

**CONTRACT NUMBER**  
**14611 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Make: Ford Model: Promaster Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Engine: 3.7L V6 Delivery time after receipt of order (number/days): 90  The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	E85 POLICE MIDSIZE UTILITY FORD PROMASTER  2017 or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER  E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)  Engine: 3.7L V6 Make: Ford Model: Promaster Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Delivery time after receipt of order (number/days): 90  The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.  OPTIONS	20.0000	EA	28,349.0000
3	ENGINE (OTHER)  ENGINE SIZE: 3.5L Ecoboost	20.0000	EA	3,295.0000
4	CLOTH REAR SEATS (DEDUCT)	20.0000	EA	-50.0000
5	COURTESY LAMP INOPERABLE (DEDUCT)	20.0000	EA	-10.0000
6	STANDARD PAINT. ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS.	20.0000	EA	0.0000
7	DEEP TINT GLASS (ALL EXCEPT WINDSHIELD AND FRONT DOORS)	20.0000	EA	375.0000
8	DRIVER SIDE SPOTLIGHT	20.0000	EA	-150.0000

  
BUYER INITIALS

REPRODUCTION OF THIS DOCUMENT IS PROHIBITED

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 3 of 4	ORDER DATE 09/16/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

**CONTRACT NUMBER**  
**14611 OC**

Line	Description (DEDUCT)	Estimated Quantity	Unit of Measure	Unit Price
9	DUAL SIDE SPOTLIGHT	20.0000	EA	450.0000
10	DOME LIGHT (DEDUCT)	20.0000	EA	-25.0000
11	UNDER HOOD LIGHT (DEDUCT)	20.0000	EA	-10.0000
12	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	295.0000
13	VERTICAL MOUNTED TWO (2) CLEAR/WHITE LED MODULES. MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-109.0000
14	TWO (2) CLEAR/WHITE LED MODULES. MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHTHEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-109.0000
15	100 WATT SIREN SPEAKER INSTALLED CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-125.0000
16	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-350.0000
17	AUXILIARY BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATER FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-450.0000
18	CLASS III TRAILER TOWING	20.0000	EA	395.0000

  
BUYER INITIALS

R33500N5C0091HSC001 20130901



# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 4 of 4	ORDER DATE 09/16/16
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

**CONTRACT NUMBER**  
**14611 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WITH TRAILER LIGHTING CONNECTORS. FACTORY OR DEALER INSTALLED.			
19	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED.	20.0000	EA	2,695.0000
20	SPOTLIGHT: WHITE LED LIGHTING FACTORY OR DEALER INSTALLED.	20.0000	EA	425.0000

  
**BUYER INITIALS**

61025-015-0000-0001 20150901

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	7/27/16	Page	1 of 7
Solicitation Number	5374 OF		
Opening Date and Time	08/15/16	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

X NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2017 OR CURRENT PRODUCTION YEAR POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

(ka 7/20/16)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	POLICE MIDSIZE UTILITY VEHICLE AWD 5 PASSENGER	1.0000	EA	<u>28,349</u>	<u>28,349</u>
2017 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER					
Minimum Wheelbase: 112.6"					
Minimum Engine Size: 3.7L					
Minimum Tire Size: 18"					
Make: <u>Ford</u>					

## BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 80 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Bobby Colclasure  
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
VENDOR: Anderson Ford  
Address: 2500 Wildcat Dr.  
Lincoln, NE 68521

Contact Bobby Colclasure  
Telephone 402-617-4521  
Facsimile N/A  
Email bobby@andersonautogroup.com

BY 1533-0462-001 (REV. 07/2016)

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	7/27/16	Page	2 of 7
Solicitation Number	5374 OF		
Opening Date and Time	08/15/16	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS  
MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Model: <u>PUV</u>				
	Series, Code, Trim Level: <u>K8A, 500A, PUV</u>				
	Engine: <u>3.7L V6</u>				
	EPA: <u>15/20/17</u>				
	Delivery time after receipt of order (number/days): <u>90</u>				
	MSRP as bid: <u>33,715</u>				
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.				
	Disregard the Qty and Unit of Measure on the Invitation to Bid. Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.				
2	E85 POLICE MIDSIZE UTILITY VEHICLE AWD 5-PASSENGER	1,0000	EA	<u>28,349</u>	<u>28,349</u>

2017 or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)

Engine: 3.7L V6

Make: Ford

Model: PUV

GVWR:       

Series, Code, Trim Level: K8A, 500A, PUV

EPA: 14/15/13

Delivery time after receipt of order (number/days): 90

MSRP as bid: 28,349

R43530\NE089003\NE089003 20150901

RESOLUTION 2016-256

WHEREAS, the City has budgeted \$133,000 for the purchase of five (5) Police Department fleet vehicles; and

WHEREAS, the State of Nebraska has released the State contracts for some vehicle purchases which include the vehicles the Police Department wants to purchase; and

WHEREAS, the Police Department wishes to purchase four (4) 2017 Ford Police Interceptor Utility vehicles for \$28,434 each, all under State contract #14611 OC, for a total cost of \$113,736.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of four (4) 2017 Ford Police Interceptor Utility vehicles at \$28,434 each under State contract from Anderson Ford Group, Lincoln, Nebraska for a total cost of \$113,736.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item G-5

**#2016-257 - Approving Acquisition of Utility Easement - Southeast Corner of Highways 34 & 281 - Museum Board of Hall County, NE**

*This item relates to the aforementioned Public Hearing item E-1.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

## RESOLUTION 2016-257

WHEREAS, a public utility easement is required by the City of Grand Island from the Museum Board of Hall County, Nebraska, 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 October 25, 2016 for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Northeast corner of Northwest Quarter (NW1/4) of Section Thirty Two (32), Township Eleven (11) North, Range Nine (9) West, Grand Island, Hall County, Nebraska; thence westerly along the northerly line of the Northwest Quarter (NW1/4) said Section Thirty Two (32), on an assumed bearing of N90°00'00"W, a distance of two hundred seventy five and fifteen hundredths (275.15) feet; thence S01°00'40"E, a distance of eighty and twelve hundredths (80.12) feet to a point on the northerly line of Stuhr Museum Subdivision said point being the centerline of an existing easement described in Miscellaneous Book 28, Page 378, recorded in the Register of Deeds Office, Hall County, Nebraska; thence continuing S01°00'40"E, a distance of four hundred seventy three (473.0) feet; thence S05°53'27"W, along the centerline line of an existing sixteen (16.0) foot easement as platted on said Stuhr Museum Subdivision, a distance of forty three and forty nine hundredths (43.49) feet; thence continuing along the centerline of said platted easement S00°49'52"W, a distance of seventy seven and thirty seven hundredths (77.37) feet; thence continuing along the centerline of said platted easement S06°33'55"W, a distance of five hundred seventy three and ninety three hundredths (573.93) feet; thence continuing along the centerline of said platted easement S05°11'55"W, a distance of five hundred five and forty four hundredths (505.44) feet; thence continuing along the centerline of said platted easement S87°28'48"W, a distance of six and eighty four hundredths (6.84) feet; thence continuing along the centerline of said platted easement S03°30'11"W, a distance of fifty three and ninety eight hundredths (53.98) feet; thence continuing along the centerline of said platted easement S85°39'01"W, a distance of three hundred fifty seven and nineteen hundredths (357.19) feet to the **Actual Point of Beginning**; thence S15°15'09"W, a distance of three hundred eighteen (318.0) feet to a point of termination.

The side lines of the above-described easement and right-of-way tract being extended or trimmed to form intersections, and containing a total of 0.15 acres, more or less, as shown on the plat dated 9/9/2016, marked Exhibit "A", attached hereto and incorporated herein by reference.

Approved as to Form	by _____
October 21, 2016	City Attorney

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 the Museum Board of Hall County, Nebraska, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

---

Jeremy L. Jensen, Mayor

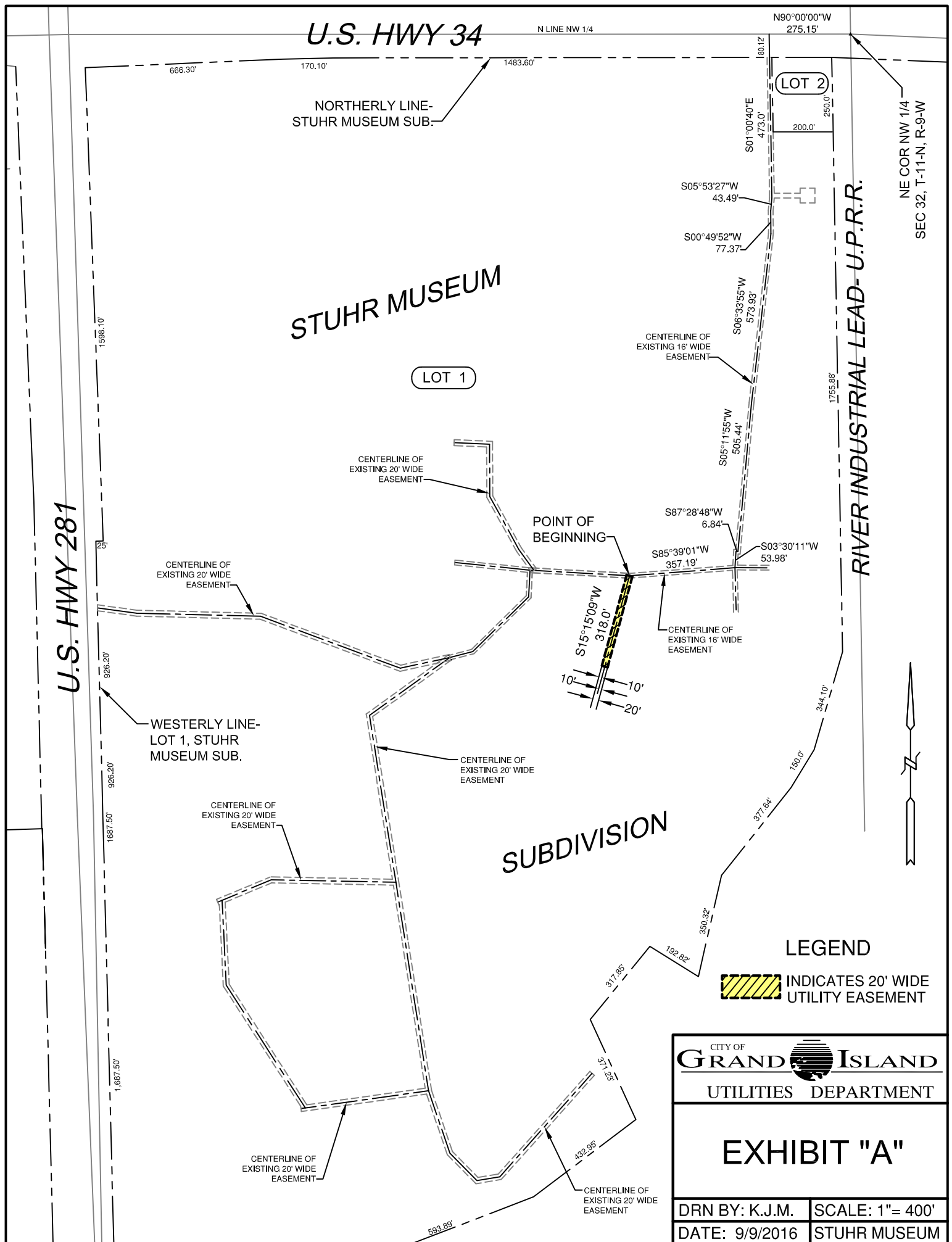
Attest:

---

RaNae Edwards, City Clerk

- 2 -







# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item G-6

**#2016-258 - Approving Bid Award(s) - Utilities Tree Trimming  
Contract 2017-TT-1**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** October 25, 2016

**Subject:** Tree Trimming Contract 2017-TT-1

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Specifications for Tree Trimming Contract 2017-TT-1 were prepared for trimming trees from around power lines throughout the Utilities Department's Electrical Service Area. The work by private firms helps to maintain the proper clearances for safe operation of the approximately 600 miles of electrical transmission and distribution lines.

## **Discussion**

Nine sections were selected across the Service Area for inclusion in the 2017 project. The work was advertised and sent to eleven (11) potential firms. One valid bid was received and publicly opened on October 13, 2016.

The bid from Leetch Tree Service has been reviewed and evaluated. It is without exceptions, in compliance with the specifications, and less than the Engineer's estimate of \$150,000.00.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council award Tree Trimming Contract 2017-TT-1 to the low responsive bidder, Leetch Tree Service, LLC, of Grand Island Nebraska in the amount of \$146,775.00.

### **Sample Motion**

Move to approve Tree Trimming Contract 2017-TT-1 to Leetch Tree Service, LLC, in the amount of \$146,775.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 13, 2016 at 2:00 pm  
**FOR:** Tree Trimming Contract 2017-TT-1  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$150,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** September 12, 2016  
**NO. POTENTIAL BIDDERS:** 11

**SUMMARY**

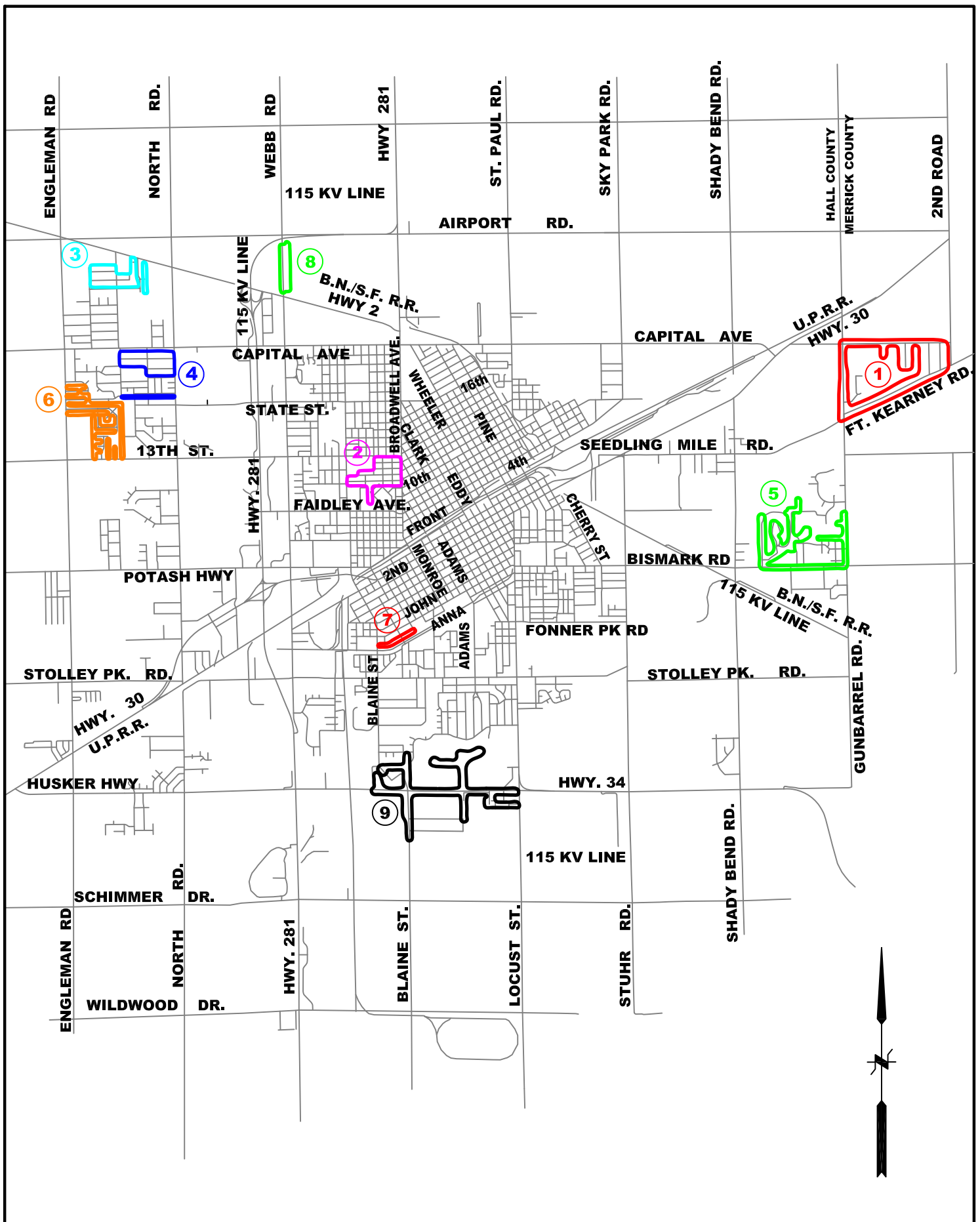
**Bidder:** Leetch Tree Service  
Grand Island, NE  
**Bid Security:** Western Surety Company  
**Exceptions:** None

**Bid Price:**  
**Section 1:** \$28,000.00  
**Section 2:** \$12,650.00  
**Section 3:** \$ 9,750.00  
**Section 4:** \$ 8,150.00  
**Section 5:** \$21,125.00  
**Section 6:** \$15,650.00  
**Section 7:** \$ 9,600.00  
**Section 8:** \$12,100.00  
**Section 9:** \$29,750.00  
**Total:** \$146,775.00

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Christy Leshner, PCC Utilities Secretary  
Tom Barnes, Utilities Eng. Manager

Pat Gericke, Utilities Admin. Assist.  
Stacy Nonhof, Assistant City Attorney  
Bryan Fiala, Electric Line Division

**P1905**



DRAWN BY: K.J.M.
DATE: 9/1/2016
CHECKED BY: FIALA

**TREE TRIMMING PROJECT**  
**2017-TT-1**  
**ALL 9 SECTION LOCATIONS**

RESOLUTION 2016-258

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming Project 2017-TT-1 for the Utilities Department, according to the plans and specifications on file with the Utilities Department; and

WHEREAS, on October 13, 2016, bids were received, opened and reviewed; and

WHEREAS, the requested work has been divided into nine (9) sections in order to achieve the best and lowest cost, and to expedite the completion of the work; and

WHEREAS, Leetch Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$ 146,775.00, for all nine Sections of the contract; and

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

The bid of Leetch Tree Service in the amount of \$146,775.00, for all nine (9) Sections of the contract is hereby approved as the lowest responsive bid submitted.

A contract for such project be entered into between the City and Leetch Tree Service; and that the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney





# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item G-7

**#2016-259 - Approving Certificate of Final Completion for Water Main District 468 - Stauss Road; and Setting the Board of Equalization Hearing for November 22, 2016**

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** October 25, 2016

**Subject:** Water Main District 468 – Stauss Road

**Presenter(s):** Tim Luchsinger, Utilities Director

## **Background**

Water Main District 468 was created at the request of the property owner of Lots Five (5) and Twelve (12), Garland Place Subdivision. The district installed 353 linear feet of 6” diameter water main and appurtenances along Stauss Road.

Construction has been completed and complies with all aspects of the plans and specifications.

## **Discussion**

The construction was done as an “Assessment District”. This is the standard method used by the City to recoup costs when mains are installed at the request of the area property owner. The total cost of installing the water main within the boundaries of Water Main District 468 was \$23,254.76. Of that total, the assessment amount chargeable to the district is \$22,983.51. The City’s expense is the remaining \$271.25 for additional cost of materials. The following is a breakdown of the expenses:

Materials	\$ 8,203.41
Water Dept. Labor and Overhead	\$12,474.13
Eng. Dept. Labor and Overhead	<u>\$ 2,577.22</u>
TOTAL DISTRICT COST	\$23,254.76

The assessment schedule is five annual payments at 7% simple interest on the outstanding balance. The first payment is due 50 days after the Council sets the assessment amounts at the Board of Equalization (BOE) Hearing, scheduled for November 22, 2016.

Attached for reference are copies of:

- Water Main District’s Site Map
- Engineers Certificates of Final Completion for Water Main District 468
- Tabulation of assessment fees for the properties within District 468

## **Alternatives**

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

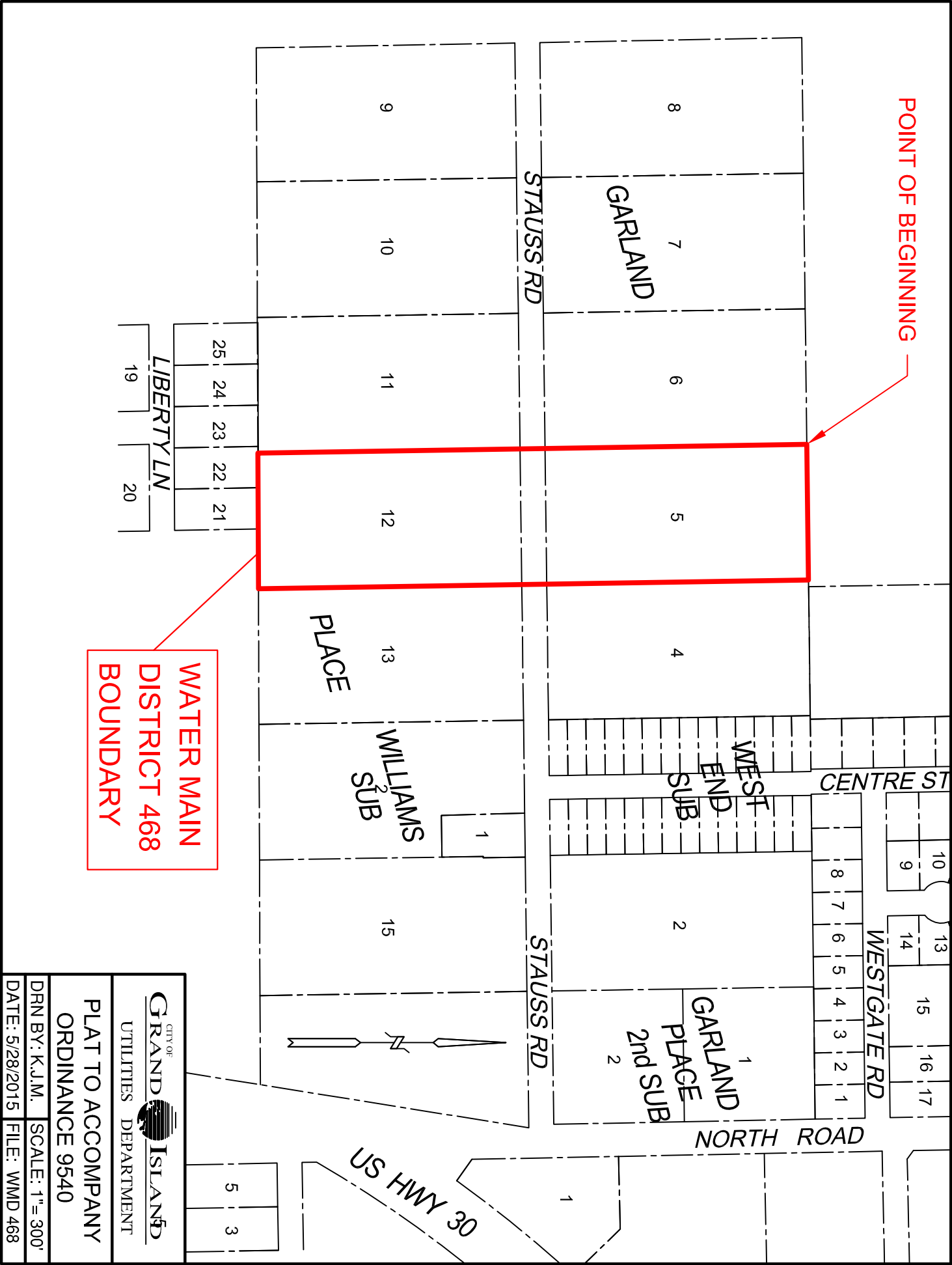
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council accept the Certificates of Final Completion for Water Main District 468 and set the date for the Board of Equalization Hearing for November 22, 2016 to determine the assessment benefits for the properties within the boundaries of the district.

## **Sample Motion**

Move to accept the Certificates of Final Completion for Water Main District 468 and set the date for the Board of Equalization Hearing for November 22, 2016.



# INTEROFFICE MEMORANDUM



*Working Together for a  
Better Tomorrow. Today.*

**DATE:** October 25, 2016

**TO:** Mayor and Council Members

**FROM:** Timothy Luchsinger, Utilities Director

**SUBJECT:** Water Main District 468 – Lots Five (5) and Twelve (12) Garland Place

This memo is to certify that Water Project 468, installed by the City of Grand Island's Water Department, has been fully completed. The Water 8" Water Main is located along Stauss Road, more particularly described as: all of Lot Five (5) and Lot Twelve (12) Garland Place, a subdivision in the City of Grand Island, Hall County, Nebraska.

All work has been completed, and the water main has been placed into service.




\_\_\_\_\_  
Timothy Luchsinger, Utilities Director

pc: Lynn Mayhew  
Tom Barnes  
Ruben Sanchez  
Darren Buettner

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

### Water Main District 468


Water Main District 468 was installed by the City of Grand Island, NE Water Department. The work extended a 6" dia. City water main and appurtenances along Stauss Road, to serve Lot 5 and Lot 12 of Garland Place Subdivision, within the City of Grand Island, NE. The work has been fully completed in accordance with the plans and specifications.

  
Lynn M. Mayhew, P.E. #E-10661



10/11/16  
Date

I hereby authorize Water Main District 468 to be incorporated into the City of Grand Island water system.

  
Tim Luchsinger, Utilities Director

10-13-16  
Date

**CERTIFICATE OF FINAL COMPLETION**

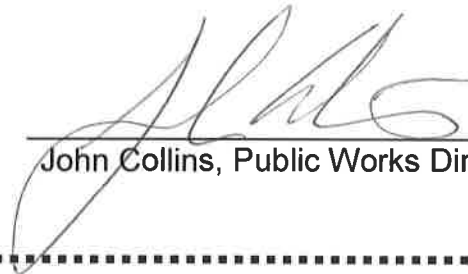
**WATER MAIN DISTRICT 468**

Lots Five (5) and Twelve (12) Garland Place Subdivision – Stauss Road

October 25, 2016

Water Main District 468 is located along Stauss Road, in the City of Grand Island, Hall County, Nebraska. The work on this project, as certified to be fully completed by Tim Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director/City Engineer, in accordance with the provision of Section 16-650, R.R.S., 1943.

Respectfully submitted,



John Collins, Public Works Director

.....

**WATER MAIN DISTRICT 468**

October 25, 2016

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 468 be approved.

Respectfully submitted,



Jeremy L. Jensen, Mayor



Water Main District 468 Assessments

<u>Dist</u>	<u>Parcel</u>	<u>Lot</u>	<u>Sub</u>	<u>Owner</u>	<u>Assessment</u>
468	400335956	5	Garland Place Sub	Michael & Roswitha Wieck, H & W 5766 W. Stolley Park Rd, Alda, NE 68810	\$11,763.01
468	400335948	12	Garland Place Sub	Michael & Roswitha Wieck, H & W 5766 W. Stolley Park Rd, Alda, NE 68810	\$11,220.50

\*\*\*\*\*

RESOLUTION 2016-259

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Water Main District No. 468, located along Stauss Road, certifying that it was installed by the Water Department of the City Grand Island, Nebraska, has completed the project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the district; and

WHEREAS, the Mayor concurs with the Public Works Director's recommendation.

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

1. The City Engineer/Public Works Director's Certificates of Final Completion for Water Main District 468 is hereby confirmed.
2. The City Council will sit as a Board of Equalization on November 22, 2016, to determine benefits and set assessments for Water Main District 468.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item G-8

**#2016-260 - Approving Change Order No. 7 for North Interceptor  
Phase II; Project No. 2013-S-4**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** October 25, 2016

**Subject:** Approving Change Order No. 7 for North Interceptor Phase II;  
Project No. 2013-S-4

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

Public Works Staff in conjunction with Black & Veatch of Kansas City, Missouri have jointly called out improvements through 2037 for the Wastewater Treatment Plant and collection system according to the Collection System Master Plan (B&V January 2014). The current North Interceptor project will replace aged force main, eliminate six (6) lift stations with the potential for more, provide new sanitary services, and increase the capacity of the sewer system on the north side of Grand Island.

The new North Interceptor gravity sewer interceptor route was developed to incorporate and partner with other utilities for the Capital Avenue Widening Project and the new Headworks Pumping Station Project at the Wastewater Treatment Plant.

A phased approach of constructing the North Interceptor was developed as follows:

- Phase I - Wastewater Treatment Plant to 7<sup>th</sup> Street / Skypark Road
- Phase II (Part A) - 7<sup>th</sup> Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Phase I reached substantial completion on April 8, 2014. Once final lien waivers are received, the project can be formally closed.

The North Interceptor Phase II Project is 94% complete. Bid Section B reached substantial completion on April 15, 2015. Bid Sections A and C reached substantial completion on 3/11/2016. The lift station abandonments (Bid Sections D, E, G, H and I) are underway and nearing completion. Final completion is ahead of schedule and anticipated to occur spring of 2017.

On September 9, 2014, Resolution No. 2014-284, City Council awarded, Project 2013-S-4, North Interceptor Phase II to S.J. Louis Construction, Inc. of Rockville, Minnesota, in the amount of \$21,479,537.50.

City Council approved Resolution No. 2015-39 on February 10, 2015, which established new unit prices for installed storm and sanitary sewers which are embedded with native sand material in lieu of the imported granular embedment specified in the contract documents. The potential savings is anticipated to be around \$300,000 where native sand is thought to be suitable and may be used for up to 20,795 feet of pipe.

On March 24, 2015, by Resolution No. 2015-74, City Council approved Change Order No. 2 which changed the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine, resulting in a decreased unit price. Two (2) locations were suggested for this change; Broadwell Avenue at Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue. An overall contract deduction of \$210,003.48 was achieved, resulting in a revised contract amount of \$21,269,534.02.

On June 23, 2015, by Resolution No. 2015-160, City Council approved Change Order No. 3, which addressed: Unknown and unplanned restraint at the existing 18" waterline that crosses Capital Avenue just east of Webb Road; Additional storm sewer work east of St. Paul Road as needed to fill in a portion of the utility ditch and provide access to the new manhole; and As-Built quantities for Phase II (Part B). An overall net change of the contract amount resulted in an increase of \$56,540.88 for a revised contract amount of \$21,326,074.90.

On August 11, 2015, by Resolution No. 2015-214, City Council approved Change Order No. 4, which allowed for an open cut at the intersection of Capital Avenue and Broadwell Avenue for installation of the north interceptor, rerouting of the dewatering discharge, and several modifications to the existing storm sewer at this intersection. An overall contract decrease of \$40,651.39 was reached, resulting in a revised contract amount of \$21,285,423.51.

On January 12, 2016, by Resolution No. 2016-7, City Council approved Change Order No. 5, which covered costs associated with a dewatering reroute near Webb Road, additional work associated with an 8" sanitary sewer line extension as part of a new tap district (District No. 537T), additional storm sewer work in St. Paul Road, changing a new sanitary sewer manhole in St. Paul Road from a standard manhole to a drop manhole, additional storm sewer removal and replacement work near the Burlington Northern Santa Fe Railroad, additional storm sewer work in the Capital Avenue and Broadwell Avenue intersection, a damaged sanitary sewer service along St. Paul Road, additional work required to provide power to the relocated Veteran's Hospital sign, and the relocation of an existing water service. Such change order resulted in a contract increase of \$171,544.13, for a revised total contract amount of \$21,456,967.64.

On March 8, 2016, by Resolution No. 2016-52, City Council approved Change Order No. 6 to establish new unit prices associated with additional paving along Sheridan Avenue within Bid Section 1, was a net zero cost change order. Once actual quantities installed are rectified such change order cost will be reached.

## **Discussion**

Change Order No. 7 is being presented to City Council to address the following additional work, as well as credits, associated with North Interceptor Phase II; Project No. 2013-S-4.

• Excavate existing sheet piling near Lift Station No. 19 (Bid Section C)	= \$ 4,507.39
• Removal of existing concrete in the interceptor alignment (Bid Section C )	= \$ 2,567.03
• Customized 60" diameter manhole to replace existing 84" diameter manhole near Lift Station No. 19 (Bid Section C)	= \$ 13,030.94
• Modified 60" diameter manhole near McCain Foods Line (Bid Section C)	= \$ 7,878.98
• Additional manhole abandonment near McCain Foods Line (Bid Section C)	= \$ 426.82
• Tunnel grade discrepancies (Bid Section C)	= \$(50,000.00)
• Repair damaged curb stop (Bid Section H)	= \$ 314.13
• Remove and replace storm sewer pipe in Sky Park Road (Bid Section A)	= \$126,594.00
• Additional Traffic Control for new manhole abandonments (Bid Section C)	= \$ 1,495.00
• 15" sanitary sewer abandonment (Bid Section I) – unit price of \$20.00 established	= \$ 0.00
• Remove and replace Type "D" curb inlet top (Bid Section D) – unit price of \$750.00 established	= \$ 0.00
• Material price for unused 48" RCP storm sewer (Bid Section D)	= \$ 2,736.00
• Restocking fee for unused waterline materials (Bid Section G)	= \$ 1,467.68
• Finalize As-Built quantities in Bid Section A	= \$(385,783.96)
• Finalize As-Built quantities in Bid Section C	= \$ 9,735.54
	\$(265,030.45)

## **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. 7, in the amount of \$(265,030.45), with S.J. Louis Construction, Inc. of Rockville, Minnesota, for North Interceptor Phase II, Project 2013-S-4.

## **Sample Motion**

Move to approve the resolution.

**CITY OF GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR – PHASE 2**

---

**CITY PROJECT 2013-S-4  
BLACK & VEATCH PROJECT NO. 175144  
OLSSON ASSOCIATES PROJECT NO. 011-2347**

---

**CHANGE ORDER NO. 7**

Change Order No. 7 covers items CO7-1 through CO7-15. This change order covers costs associated with the excavation of an unknown existing sheet piling near Lift Station 19, the elimination of a concrete manhole base in the interceptor alignment, the construction of a customized 60" diameter manhole near Lift Station 19, the construction of a customized 60" diameter manhole near the McCain Foods line, the additional manhole/pipe abandonment near the McCain Foods Line, credit for grade discrepancy at Trenchless Crossing No. 4, curb stop replacement along Huston Avenue, additional storm sewer work at Sky Park Road, additional traffic control required for new manhole abandonments, additional 15" sanitary sewer abandonment, removing and replacing Type "D" Curb inlet tops, material restocking fees for unused waterline and storm sewer materials, and recitifies the final installed quantities for Bid Sections A and C.

Item CO7-1. Excavate Existing Sheet Piling Near Lift Station 19 (Bid Section C)

Initiated by: Contractor

While installing the 48" diameter sanitary sewer interceptor across Diers Avenue near Lift Station 19, existing sheet piling and other utilities were found in the ground that were either unknown and not shown on the drawings, or were shown incorrectly. This change order item includes the costs associated with investigating these utilities, and subsequently removing the sheet piling.

The total cost for this change order item is \$4,507.39. Attachment 1 includes an itemized breakdown of the costs.

Item CO7-2. Removal of Existing Concrete in the Interceptor Alignment (Bid Section C)

Initiated by: Contractor

An existing cast-in-place concrete manhole base was discovered to be larger than anticipated near Lift Station 19 which impacted the installation of the 48" diameter sanitary sewer interceptor and needed to be removed and a new manhole constructed.

The total cost for this change order item is \$2,567.03. Attachment 2 includes an itemized breakdown of the costs.

10/19/2016

CO7-1

Item CO7-3. Customized 60” Diameter Manhole to Replace Existing 84” Diameter Manhole near Lift Station 19 (Bid Section C)

Initiated by: Contractor

A new cast-in-place manhole base was constructed, in addition to the removal and replacement of some 36-inch diameter sewer pipe due to existing grades differing from the original design drawings.

The total cost for this change order item is \$13,030.94. Attachment 3 includes an itemized breakdown of the costs.

Item CO7-4. Modified 60” Diameter Manhole near McCain Foods Line (Bid Section C)

Initiated by: Contractor

The existing 21-inch sewer line from McCain Foods was located approximately 40 feet further to the north than shown on the original drawings. As a result, the new manhole was modified and some of the existing 21-inch clay pipe was relaid.

The total cost for this change order item is \$7,878.98. Attachment 4 includes an itemized breakdown of the costs.

Item CO7-5. Additional Manhole Abandonment near McCain Foods Line (Bid Section C)

Initiated by: Contractor

An additional manhole not shown on the original drawings was discovered on the McCain Foods line downstream of where the flow was diverted to the new North Interceptor. This manhole, and the adjacent pipes, were abandoned and filled with flowable fill.

The price for this work was \$426.82.

Item CO7-6. Tunnel Grade Discrepancies (Bid Section C)

Initiated by: Owner

After installation of Trenchless Crossing No. 4, just west of Webb Road, it was determined that the invert elevations were out of tolerance with the original design drawings. Since the system is still operational with these discrepancies, it was decided that the Owner would accept a credit from the Contractor in lieu of replacing the tunnel section.

The credit to the Owner is \$50,000.



Item CO7-7. Repair Damaged Curb Stop (Bid Section H)

Initiated by: Contractor

During the installation of the sanitary sewer line, the contractor came across a previously damaged curb stop. This change order item covers the costs for the repair of the damaged curb stop.

The total cost for this change order item is \$314.13. Attachment 5 includes an itemized breakdown of the costs.

Item CO7-8. Remove and Replace Storm Sewer Pipe in Sky Park Road (Bid Section A)

Initiated by: Owner

The existing corrugated metal storm sewer in Sky Park Road, just south of Capital Avenue, was found to be in poor condition and starting to rot through in multiple places under Sky Park Road and therefore needed replacement. This change order item covers all costs associated with removing the existing 84" CMP storm sewer pipe and replacing it with a new 72" RCP.

The total cost for this change order item is \$126,594.00. Attachment 6 includes an itemized breakdown of the costs.

Item CO7-9. Additional Traffic Control for new Manhole Abandonments (Bid Section C)

Initiated by: Owner

After the abandonment of Lift Station No. 19, the City identified two additional manholes that could be abandoned which were not originally shown on the contract documents. In order to complete these abandonments, additional traffic control was required to close down part of Capital Avenue near Webb Road.

The total cost of the traffic control is \$1,495.00

Item CO7-10. 15" Sanitary Sewer Abandonment (Bid Section I)

Initiated by: Owner

After the abandonment of Lift Station No. 8, the City identified some additional 15" diameter sanitary sewer that could be abandoned. This change order item establishes a unit price for that work.

Item CO7-10	Abandon 15" Sanitary Sewer	LF	\$20.00
-------------	----------------------------	----	---------

Item CO7-11. Remove and Replace Type “D” Curb Inlet Top (Bid Section D)

Initiated by: Owner

The original contract drawings included the removal and replacement of the Type “D” Modified Curb Inlets. In a value engineering effort, it was determined that the inlets can remain, and only the damaged inlet tops be replaced. This change order item establishes a unit cost for removing and replacing the curb inlet tops.

Item CO7-11	Remove and Replace Type “d” Curb Inlet Top	EA	\$750.00
-------------	--	----	----------

Item CO7-12. Material Price for Unused 48” RCP Storm Sewer (Bid Section D)

Initiated by: Contractor

The original contract drawings included the removal and replacement of 48” RCP storm sewer pipe to facilitate the installation of the new sanitary sewer on Custer Avenue just north of Forrest Street. During construction, it was determined that the new sanitary sewer could still be installed with the existing 48” RCP storm sewer pipe left in place. The Contractor had already purchased the 48” RCP so this change order cost covers the raw material cost of the 48” RCP which will be delivered to the Owner.

The cost per linear foot of pipe is \$85.50. There was a total of 32 LF that was purchased bringing the total cost to \$2,736.00.

Item CO7-13. Restocking Fee for Unused Waterline Materials (Bid Section G)

Initiated by: Contractor

The original contract drawings included the lowering of a 6” waterline at the intersection of Sycamore Street and 21<sup>st</sup> Street. Prior to this work being completed, the City Utilities Department determined this work cannot be done due to this waterline being the only feed for several customers including Knickrehm Elementary School, which would have been left without water for an extended period of time had this work been completed.

The Contractor had already purchased all of the waterline materials for this work and were charged a restocking fee to return them. This change order item covers the entire restocking fee for the materials which was \$1,467.68.

Item CO7-14. Finalize As-Built Quantities in Bid Section A

Initiated by: Not Applicable – Agreed upon installed quantities between Owner, Engineer, and Contractor

This change involves modifying the bid form for ‘as constructed’ quantities as calculated at Bid Section A completion and in accordance with what will be submitted on the final pay application.

Table CO7-1 located in Attachment 7 indicates these changes utilizing a strikethrough for deletion of the original quantity followed by the installed quantity in bold font. Only changed quantities are given in this table. Table CO7-2, also located in Attachment 7, includes the cost differentials associated with these quantity changes.

Item CO7-15. Finalize As-Built Quantities in Bid Section C

Initiated by: Not Applicable – Agreed upon installed quantities between Owner, Engineer, and Contractor

This change involves modifying the bid form for ‘as constructed’ quantities as calculated at Bid Section C completion and in accordance with what will be submitted on the final pay application.

Table CO7-3 located in Attachment 8 indicates these changes utilizing a strikethrough for deletion of the original quantity followed by the installed quantity in bold font. Only changed quantities are given in this table. Table CO7-4, also located in Attachment 8, includes the cost differentials associated with these quantity changes.

**CITY OF GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR – PHASE 2**

---

**CITY PROJECT 2013-S-4  
BLACK & VEATCH PROJECT NO. 175144  
OLSSON ASSOCIATES PROJECT NO. 011-2347**

---

**SUMMARY**

**CHANGE ORDER NO. 7**

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a “+” in front of the amount, deductions by a “-”.

<u>Effect on Contract Price</u>		Increase/Decrease In Contract Price (+/-)
<u>Item</u>	<u>Description</u>	
CO7-1	Excavate Existing Sheet Piling Near Lift Station 19 (Bid Section C)	+\$4,507.39
CO7-2	Removal of Existing Concrete in the Interceptor Alignment (Bid Section C)	+\$2,567.03
CO7-3	Customized 60” Diameter Manhole to Replace Existing 84” Diameter Manhole Near Lift Station 19 (Bid Section C)	+\$13,030.94
CO7-4	Modified 60” Diameter Manhole Near McCain Foods Line (Bid Section C)	+\$7,878.98
CO7-5	Additional Manhole Abandonment Near McCain Foods Line (Bid Section C)	+\$426.82
CO7-6	Tunnel Grade Discrepancies (Bid Section C)	-\$50,000.00
CO7-7	Repair Damaged Curb Stop (Bid Section H)	\$314.13
CO7-8	Remove and Replace Storm Sewer in Sky Park Road (Bid Section A )	+\$126,594.00
CO7-9	Additional Traffic Control for New Manhole Abandonments (Bid Section C )	+\$1,495.00

10/19/2016

CO7-6

Effect on Contract Price

<u>Item</u>	<u>Description</u>	<u>Increase/Decrease In Contract Price (+/-)</u>
CO7-10	15" Sanitary Sewer Abandonment (Bid Section I )	+\$00.00
CO7-11	Remove and Replace Type "D" Curb Inlet Top (Bid Section D )	+\$00.00
CO7-12	Material Price for Unused 48" RCP Storm Sewer (Bid Section D)	+\$2,736.00
CO7-13	Restocking Fee for Unused Waterline Materials (Bid Section G)	+\$1,467.68
CO7-14	Finalize As-Built Quantities in Bid Section A	-\$385,783.96
CO7-15	Finalize As-Built Quantities in Bid Section C	+\$9,735.54

NET CHANGE IN CONTRACT PRICE                   -\$265,030.45

BID AMOUNT OF ORIGINAL CONTRACT           \$21,479,537.50  
PREVIOUS CHANGE ORDER ADJUSTMENTS       -\$22,569.86  
CURRENT CONTRACT AMOUNT                   \$21,456,967.64

CHANGE ORDER NO. 7                           -\$265,030.45

ADJUSTED CONTRACT AMOUNT               \$21,191,937.19

10/19/2016

CO7-7

Effect on Contract Time

--	Substantial Completion for Original Contract (Bid Section B)	April 15, 2015
--	Final Completion for Original Contract (Bid Section B)	April 15, 2015
--	Substantial Completion for Original Contract (Bid Sections A-C)	June 1, 2016
--	Final Completion for Original Contract (Bid Sections A-C)	June 30, 2016
--	Substantial Completion for Original Contract (Bid Sections D-I)	June 1, 2017
--	Final Completion for Original Contract (Bid Sections D-I)	June 30, 2017
CO-7	No additional time given for Contract	

No additional claims shall be made for changes in Contract Time arising from these work items.

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 7. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Recommended:  
Black & Veatch Corporation

Approved:  
City of Grand Island

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Approved:  
S.J. Louis Construction, Inc.

By:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to Form _____ City Attorney
--

ATTACHMENT 1  
ITEM CO7-1  
EXCAVATE EXISTING SHEET PILING NEAR LIFT  
STATION NO. 19 (BID SECTION C)

# SUPPLEMENTAL PAYMENT REQUEST



**S.J. Louis Construction, Inc.**

1351 Broadway Street W. PO Box 459

Rockville, Minnesota 56369

Phone: 320.253.9291

Fax: 320.253.3533

**Bill To:** Tim Engemoen

Black & Veatch

6300 S Syracuse Way, Suite 300

Centennial, CO 80111

**Owner:** City of Grand Island

Revised Negotiation CO#7

<b>Date:</b> February 16, 2016	<b>SJL Job No.:</b> 51428	<b>SPR NO:</b> 029
<b>Project Name:</b> Grand Island North Interceptor - Phase 2		
<b>Location/Stationing:</b>		
<b>Plan Page:</b> Diers Ave	<b>Soil Type:</b> Sand	
<b>Present at Site:</b> Barry Hannine, Ken Menebroker, Full Crew		
<b>Work Requested By:</b>		
<b>Weather:</b> partl clear/windy	<b>Field Report No.:</b> 005893	
<b>Temp:</b> 40	<b>Team Leader:</b> Barry Hannine	

**DESCRIPTION OF WORK PERFORMED:**  
Installing 48" sanitary main across Diers Ave. 24" forcemain not quite as plans state, this led to more unnoted items. We found a large construction joint on storm sewer that we will have to remove. We also found seven (7) pieces of sheeting drove in as (blocking?). These are where the manhole will be installed. Once we are informed of the reason for them, and if we can remove, we will continue. 1PM to 4:30PM.

LABOR								MATERIALS				
Labor	Reg Hours	Reg Rate	OT Hours	OT Rate	Per Diem Rate	Per Diem Total	Labor Total	Material (Inc.Tickets/Invoices)	Units	UOM	Unit Price	Total
Superintendent Ken Menebroker	0.0	\$ 90.34	0.0	\$ 90.34	\$ 21.88	\$ -	\$ -		0.00	EA	\$ -	\$ -
Team Leader Barry Hannine	0.0	\$ 98.27	0.0	\$ 98.27	\$ 19.79	\$ -	\$ -		0.00	EA	\$ -	\$ -
Operator Juan Castillo	3.5	\$ 44.05	0.0	\$ 63.41	\$ 8.13	\$ 28.46	\$ 154.18		0.00	EA	\$ -	\$ -
Operator Mike Triebenbach	3.5	\$ 57.49	0.0	\$ 77.26	\$ 8.13	\$ 28.46	\$ 201.22		0.00	EA	\$ -	\$ -
Operator Bruce Talley	3.5	\$ 37.65	0.0	\$ 54.73	\$ 8.13	\$ 28.46	\$ 131.78		0.00	EA	\$ -	\$ -
Pipe Layer Jose Carrazco	3.5	\$ 25.10	0.0	\$ 36.49	\$ -	\$ -	\$ 87.85		0.00	EA	\$ -	\$ -
Bottom Man Gumercindo Enriquez	3.5	\$ 20.08	0.0	\$ 29.19	\$ -	\$ -	\$ 70.28		0.00	EA	\$ -	\$ -
Top Man Luis Valdez	3.5	\$ 27.61	0.0	\$ 40.14	\$ 8.13	\$ 28.46	\$ 96.64		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
Total						\$ 113.82	\$ 741.93		0.00	EA	\$ -	\$ -
EQUIPMENT									0.00	EA	\$ -	\$ -
Equipment	Model	Reg Hours	Reg Rate	Stdby Hours	Stdby Rate	Total			0.00	EA	\$ -	\$ -
Team Leader Truck	PF178	0.0	\$ 20.70	0.0	\$ 10.00	\$ -			0.00	EA	\$ -	\$ -
Backhoe 385	H6C7	3.5	\$ 423.75	0.0	\$ 245.00	\$ 1,483.13			0.00	EA	\$ -	\$ -
Loader 966	L6C33	3.5	\$ 154.85	0.0	\$ 92.00	\$ 541.98		Total			\$ -	
Dozer		0.0	\$ -	0.0	\$ -	\$ -		SUBCONTRACTOR(S) AND OUTSIDE SERVICES				
Compactor		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
1 Ton Truck	P1F27	3.5	\$ 31.55	0.0	\$ 11.00	\$ 110.43			0.00	EA	\$ -	\$ -
Small Tools	TRS20	3.5	\$ 65.46	0.0	\$ 32.73	\$ 229.11			0.00	EA	\$ -	\$ -
Trench Box	B30T6	3.5	\$ 12.75	0.0	\$ 11.00	\$ 44.63			0.00	EA	\$ -	\$ -
Superintendent Vehicle	VC5	0.0	\$ 23.90	0.0	\$ 8.00	\$ -			0.00	EA	\$ -	\$ -
Backhoe 400	H3K11	3.5	\$ 261.70	0.0	\$ 160.00	\$ 915.95			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
Total						\$ 3,325.21		Total			\$ -	
OTHER								SUMMARY				
Description				Units	UM	Rate	Total	Sub-total Labor			\$ 741.93	
Extended Field Overhead (per day)				0.50	DA	\$ 306.13	\$ 153.07	Sub-total Subsistence			\$ 113.82	
				0.00	HR	\$ -	\$ -	Sub-total Equipment			\$ 3,325.21	
				0.00	HR	\$ -	\$ -	Sub-total Other			\$ 153.07	
				0.00	HR	\$ -	\$ -	Sub-total Material			\$ -	
				0.00	HR	\$ -	\$ -	Sub-total Subs/Outside Services			\$ -	
				0.00	HR	\$ -	\$ -	Excise Tax		0.000%	\$ -	
				0.00	HR	\$ -	\$ -	*Sub/Outside Services Mark-up		5%	\$ -	
				0.00	HR	\$ -	\$ -	*Labor, Subsistence, and Material Mark-up		15%	\$ 128.36	
				0.00	HR	\$ -	\$ -	*Additional Bond & Insurance Expense		1.00851%	\$ 45.00	
Total						\$ 153.07		TOTAL AMOUNT DUE			\$ 4,507.39	
								Schedule extended 0.50 days, due to this request.				

**Authorized Signature:** \_\_\_\_\_ **Signature** \_\_\_\_\_ **David Mitchell / Project Manager** \_\_\_\_\_ **Print Name and Title**

**Date:** \_\_\_\_\_

☒ PCO ☐ AP CB ☐ OB

Internal Admin. Use Only
<b>SPR Control #</b>
3870



ATTACHMENT 2  
ITEM CO7-2  
REMOVAL OF EXISTING CONCRETE IN THE  
INTERCEPTOR ALIGNMENT (BID SECTION C)

# SUPPLEMENTAL PAYMENT REQUEST



**S.J. Louis Construction, Inc.**

1351 Broadway Street W. PO Box 459

Rockville, Minnesota 56369

Phone: 320.253.9291

Fax: 320.253.3533

**Bill To:** Tim Engemoen

Black & Veatch

6300 S Syracuse Way, Suite 300

Centennial, CO 80111

**Owner:** City of Grand Island

Revised Negotiations Co#7

<b>Date:</b> February 23, 2016	<b>SJL Job No.:</b> 51428	<b>SPR NO:</b> 031
<b>Project Name:</b> Grand Island North Interceptor - Phase 2		
<b>Location/Stationing:</b>		
<b>Plan Page:</b>	<b>Soil Type:</b>	Sand
<b>Present at Site:</b> Ken Menebroker, Colt Shafer, Barry Hannine		
<b>Work Requested By:</b>		
<b>Weather:</b> Windy	<b>Field Report No.:</b>	005895
<b>Temp:</b> 40	<b>Team Leader:</b>	Barry Hannine

## DESCRIPTION OF WORK PERFORMED:

Removed very large poured in place base section of existing sanitary manhole we have to eliminate. There is confusion due to existing 36" pipe being 5 inches low. No decision yet on how to fix the problem, so we have set the manhole and will fix tomorrow.

LABOR								MATERIALS				
Labor	Reg Hours	Reg Rate	OT Hours	OT Rate	Per Diem Rate	Per Diem Total	Labor Total	Material (Inc.Tickets/Invoices)	Units	UOM	Unit Price	Total
Superintendent Ken Menebroker	0.0	\$ 90.34	0.0	\$ 90.34	\$ 21.88	\$ -	\$ -		0.00	EA	\$ -	\$ -
Team Leader Barry Hannine	0.0	\$ 98.27	0.0	\$ 98.27	\$ 19.79	\$ -	\$ -		0.00	EA	\$ -	\$ -
Operator Juan Castillo	2.0	\$ 44.05	0.0	\$ 63.41	\$ 8.13	\$ 16.26	\$ 88.10		0.00	EA	\$ -	\$ -
Operator Mike Triebenbach	2.0	\$ 57.49	0.0	\$ 77.26	\$ 8.13	\$ 16.26	\$ 114.98		0.00	EA	\$ -	\$ -
Operator Bruce Talley	2.0	\$ 37.65	0.0	\$ 54.73	\$ 8.13	\$ 16.26	\$ 75.30		0.00	EA	\$ -	\$ -
Pipe Layer Jose Carrazco	2.0	\$ 25.10	0.0	\$ 36.49	\$ -	\$ -	\$ 50.20		0.00	EA	\$ -	\$ -
Bottom Man Gumercindo Enriquez	2.0	\$ 20.08	0.0	\$ 29.19	\$ -	\$ -	\$ 40.16		0.00	EA	\$ -	\$ -
Top Man Luis Valdez	2.0	\$ 27.61	0.0	\$ 40.14	\$ 8.13	\$ 16.26	\$ 55.22		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
Total						\$ 65.04	\$ 423.96		0.00	EA	\$ -	\$ -
EQUIPMENT									0.00	EA	\$ -	\$ -
									0.00	EA	\$ -	\$ -
Equipment	Model	Reg Hours	Reg Rate	Stdby Hours	Stdby Rate	Total			0.00	EA	\$ -	\$ -
Team Leader Truck	PF178	0.0	\$ 20.70	0.0	\$ 10.00	\$ -			0.00	EA	\$ -	\$ -
Backhoe 385	H6C7	2.0	\$ 423.75	0.0	\$ 245.00	\$ 847.50			0.00	EA	\$ -	\$ -
Loader 966	L6C33	2.0	\$ 154.85	0.0	\$ 92.00	\$ 309.70		Total			\$ -	
Dozer		0.0	\$ -	0.0	\$ -	\$ -		SUBCONTRACTOR(S) AND OUTSIDE SERVICES				
Compactor		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
1 Ton Truck	P1F27	2.0	\$ 31.55	0.0	\$ 11.00	\$ 63.10			0.00	EA	\$ -	\$ -
Small Tools	TRS20	2.0	\$ 65.46	0.0	\$ 32.73	\$ 130.92			0.00	EA	\$ -	\$ -
Trench Box	BX20T12	2.0	\$ 13.95	0.0	\$ 12.00	\$ 27.90			0.00	EA	\$ -	\$ -
Superintendent Vehicle	VC5	0.0	\$ 23.90	0.0	\$ 8.00	\$ -			0.00	EA	\$ -	\$ -
Backhoe 400	H3K11	2.0	\$ 261.70	0.0	\$ 160.00	\$ 523.40			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
Total						\$ 1,902.52		Total			\$ -	
OTHER					SUMMARY							
Description		Units	UM	Rate	Total		Sub-total Labor			\$ 423.96		
Extended Field Overhead (per day)		0.25	DA	\$ 306.13	\$ 76.53		Sub-total Subsistence			\$ 65.04		
		0.00	HR	\$ -	\$ -		Sub-total Equipment			\$ 1,902.52		
		0.00	HR	\$ -	\$ -		Sub-total Other			\$ 76.53		
		0.00	HR	\$ -	\$ -		Sub-total Material			\$ -		
		0.00	HR	\$ -	\$ -		Sub-total Subs/Outside Services			\$ -		
		0.00	HR	\$ -	\$ -		Excise Tax		0.000%	\$ -		
		0.00	HR	\$ -	\$ -		*Sub/Outside Services Mark-up		5%	\$ -		
		0.00	HR	\$ -	\$ -		*Labor, Subsistence, and Material Mark-up		15%	\$ 73.35		
		0.00	HR	\$ -	\$ -		*Additional Bond & Insurance Expense		1.00851%	\$ 25.63		
Total					\$ 76.53		TOTAL AMOUNT DUE			\$ 2,567.03		
								Schedule extended 0.25 days, due to this request.				

**Authorized Signature:**

Signature

David Mitchell / Project Manager

Print Name and Title

**Date:**

☒ PCO

☐ AP CB

☐ OB

Internal Admin. Use Only

**SPR Control #**

3878

ATTACHMENT 3  
ITEM CO7-3  
CUSTOMIZE 60" DIAMETER MANHOLE TO  
REPLACE EXISTING 84" DIAMETER MANHOLE  
NEAR LIFT STATION NO. 19 (BID SECTION C)

# SUPPLEMENTAL PAYMENT REQUEST



**S.J. Louis Construction, Inc.**  
1351 Broadway Street W. PO Box 459  
Rockville, Minnesota 56369  
Phone: 320.253.9291  
Fax: 320.253.3533

**Bill To:** Tim Engemoen  
Black & Veatch  
6300 S Syracuse Way, Suite 300  
Centennial, CO 80111

**Owner:** City of Grand Island

Revised Negotiations CO #7

<b>Date:</b> February 24, 2016	<b>SJL Job No.:</b> 51428	<b>SPR NO:</b> 032
<b>Project Name:</b> Grand Island North Interceptor - Phase 2		
<b>Location/Stationing:</b>		
<b>Plan Page:</b> Soil Type:		
<b>Present at Site:</b> Ken Menebroker, Colt Shafer, Barry Hannine		
<b>Work Requested By:</b>		
<b>Weather:</b> Clear	<b>Field Report No.:</b> 005896	
<b>Temp:</b> 45	<b>Team Leader:</b> Barry Hannine	

## DESCRIPTION OF WORK PERFORMED:

Excavate back to existing manhole from end of 36" pipe so we could raise. Used choker and J-tamper to get proper grade to flow into manhole 7. Then cut two feet of 36 Inch pipe and sleeves to tie to manhole. Poured concrete collars. Poured base and invert on new 60" manhole that ties 15" into manhole 7.

LABOR								MATERIALS				
Labor	Reg Hours	Reg Rate	OT Hours	OT Rate	Per Diem Rate	Per Diem Total	Labor Total	Material (Inc.Tickets/Invoices)	Units	UOM	Unit Price	Total
Superintendent Ken Menebroker	0.0	\$ 90.34	0.0	\$ 90.34	\$ 21.88	\$ -	\$ -	Concrete - Consolidated Concrete	8.00	YDS	\$ 99.75	\$ 798.00
Team Leader Barry Hannine	0.0	\$ 98.27	0.0	\$ 98.27	\$ 19.79	\$ -	\$ -	Colorado Precast 3' x5' Rings	3.00	EA	\$ 1,432.86	\$ 4,298.58
Operator Juan Castillo	3.5	\$ 44.05	0.0	\$ 63.41	\$ 8.13	\$ 28.46	\$ 154.18	Utility Solutions MH Coating	12.00	EA	\$ 190.00	\$ 2,280.00
Operator Mike Triebenbach	3.5	\$ 57.49	0.0	\$ 77.26	\$ 8.13	\$ 28.46	\$ 201.22		0.00	EA	\$ -	\$ -
Operator Bruce Talley	3.5	\$ 37.65	0.0	\$ 54.73	\$ 8.13	\$ 28.46	\$ 131.78		0.00	EA	\$ -	\$ -
Pipe Layer Jose Carrazco	3.5	\$ 25.10	0.0	\$ 36.49	\$ -	\$ -	\$ 87.85		0.00	EA	\$ -	\$ -
Bottom Man Gumercindo Enriquez	3.5	\$ 20.08	0.0	\$ 29.19	\$ -	\$ -	\$ 70.28		0.00	EA	\$ -	\$ -
Top Man Luis Valdez	3.5	\$ 27.61	0.0	\$ 40.14	\$ 8.13	\$ 28.46	\$ 96.64		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
Total						\$ 113.82	\$ 741.93		0.00	EA	\$ -	\$ -
EQUIPMENT									0.00	EA	\$ -	\$ -
									0.00	EA	\$ -	\$ -
Equipment	Model	Reg Hours	Reg Rate	Stdby Hours	Stdby Rate	Total			0.00	EA	\$ -	\$ -
Team Leader Truck	PF178	0.0	\$ 20.70	0.0	\$ 10.00	\$ -			0.00	EA	\$ -	\$ -
Backhoe 385	H6C7	3.5	\$ 423.75	0.0	\$ 245.00	\$ 1,483.13			0.00	EA	\$ -	\$ -
Loader 966	L6C33	3.5	\$ 154.85	0.0	\$ 92.00	\$ 541.98		Total			\$ 7,376.58	
Dozer		0.0	\$ -	0.0	\$ -	\$ -		SUBCONTRACTOR(S) AND OUTSIDE SERVICES				
Compactor		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
1 Ton Truck	P1F27	3.5	\$ 31.55	0.0	\$ 11.00	\$ 110.43			0.00	EA	\$ -	\$ -
Small Tools	TRS20	3.5	\$ 65.46	0.0	\$ 32.73	\$ 229.11			0.00	EA	\$ -	\$ -
Trench Box	B30T6	0.0	\$ 12.75	0.0	\$ 11.00	\$ -			0.00	EA	\$ -	\$ -
Superintendent Vehicle	VC5	0.0	\$ 23.90	0.0	\$ 8.00	\$ -			0.00	EA	\$ -	\$ -
Backhoe 400	H3K11	3.5	\$ 261.70	0.0	\$ 160.00	\$ 915.95			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
Total						\$ 3,280.59		Total			\$ -	
OTHER						SUMMARY						
Description			Units	UM	Rate	Total		Sub-total Labor			\$ 741.93	
Extended Field Overhead (per day)			0.50	DA	\$ 306.13	\$ 153.07		Sub-total Subsistence			\$ 113.82	
			0.00	HR	\$ -	\$ -		Sub-total Equipment			\$ 3,280.59	
			0.00	HR	\$ -	\$ -		Sub-total Other			\$ 153.07	
			0.00	HR	\$ -	\$ -		Sub-total Material			\$ 7,376.58	
			0.00	HR	\$ -	\$ -		Sub-total Subs/Outside Services			\$ -	
			0.00	HR	\$ -	\$ -		Excise Tax		0.000%	\$ -	
			0.00	HR	\$ -	\$ -		*Sub/Outside Services Mark-up		5%	\$ -	
			0.00	HR	\$ -	\$ -		*Labor, Subsistence, and Material Mark-up		15%	\$ 1,234.85	
			0.00	HR	\$ -	\$ -		*Additional Bond & Insurance Expense		1.00851%	\$ 130.11	
Total					\$ 153.07			TOTAL AMOUNT DUE			\$ 13,030.94	
								Schedule extended 0.50 days, due to this request.				

**Authorized Signature:** \_\_\_\_\_ **Signature** David Mitchell / Project Manager **Print Name and Title**

**Date:** \_\_\_\_\_

☒ PCO ☐ AP CB ☐ OB

Internal Admin. Use Only
<b>SPR Control #</b>
3879

ATTACHMENT 4  
ITEM CO7-4  
MODIFIED 60" DIAMETER MANHOLE NEAR  
MCCAIN FOODS LINE (BID SECTION C)

# SUPPLEMENTAL PAYMENT REQUEST



**S.J. Louis Construction, Inc.**

1351 Broadway Street W. PO Box 459

Rockville, Minnesota 56369

Phone: 320.253.9291

Fax: 320.253.3533

**Bill To:** Tim Engemoen

Black & Veatch

6300 S Syracuse Way, Suite 300

Centennial, CO 80111

**Owner:** City of Grand Island

Revised Negotiations CO #7

<b>Date:</b> March 9, 2016	<b>SJL Job No.:</b> 51428	<b>SPR NO:</b> 034
<b>Project Name:</b> Grand Island North Interceptor - Phase 2		
<b>Location/Stationing:</b>		
<b>Plan Page:</b> 97	<b>Soil Type:</b> Sand	
<b>Present at Site:</b> Barry Hannine&Crew;Colf Shaffer/Olssens		
<b>Work Requested By:</b>		
<b>Weather:</b> Prtly Cloudy	<b>Field Report No.:</b> 005898	
<b>Temp:</b> 60	<b>Team Leader:</b> Barry Hannine	

## DESCRIPTION OF WORK PERFORMED:

21" line we were installing to MH1C. When we got to where the existing line was to be, according to the plans, we did not find. Line was 41 feet farther to the north. Grade we were installing this pipe 3-60% would not work with the actual location on existing line. We had to dig back and flatten grade on two pipe and flatten pipe to new location of manhole. We also had to saw cut opening in manhole to accept 24" clay tile pipe then use concrete to doghouse inside and outside of manhole. Also encased 2" clay pipe for possible leaks.

LABOR								MATERIALS				
Labor	Reg Hours	Reg Rate	OT Hours	OT Rate	Per Diem Rate	Per Diem Total	Labor Total	Material (Inc.Tickets/Invoices)	Units	UOM	Unit Price	Total
Superintendent Ken Menebroker	0.0	\$ 90.34	0.0	\$ 90.34	\$ 21.88	\$ -	\$ -	Concrete - Consolidated Concrete	2.00	YDS	\$ 99.75	\$ 199.50
Team Leader Barry Hannine	0.0	\$ 98.27	0.0	\$ 98.27	\$ 19.79	\$ -	\$ -	21" PVC - Lincoln Winwater	0.00	FT	\$ 21.70	\$ -
Operator Juan Castillo	7.0	\$ 44.05	0.0	\$ 63.41	\$ 8.13	\$ 56.91	\$ 308.35		0.00	EA	\$ -	\$ -
Operator Mike Triebenbach	7.0	\$ 57.49	0.0	\$ 77.26	\$ 8.13	\$ 56.91	\$ 402.43		0.00	EA	\$ -	\$ -
Operator Bruce Talley	7.0	\$ 37.65	0.0	\$ 54.73	\$ 8.13	\$ 56.91	\$ 263.55		0.00	EA	\$ -	\$ -
Pipe Layer Juan Larran	7.0	\$ 35.14	0.0	\$ 51.08	\$ 8.13	\$ 56.91	\$ 245.98		0.00	EA	\$ -	\$ -
Bottom Man Gumercindo Enriquez	7.0	\$ 20.08	0.0	\$ 29.19	\$ -	\$ -	\$ 140.56		0.00	EA	\$ -	\$ -
Top Man Luis Valdez	7.0	\$ 27.61	0.0	\$ 40.14	\$ 8.13	\$ 56.91	\$ 193.27		0.00	EA	\$ -	\$ -
Top Man Adrian Villasenor	7.0	\$ 33.08	0.0	\$ 47.52	\$ 8.13	\$ 56.91	\$ 231.56		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
	0.0	\$ -	0.0	\$ -	\$ -	\$ -	\$ -		0.00	EA	\$ -	\$ -
Total						\$ 341.46	\$ 1,785.70		0.00	EA	\$ -	\$ -
EQUIPMENT									0.00	EA	\$ -	\$ -
									0.00	EA	\$ -	\$ -
Equipment	Model	Reg Hours	Reg Rate	Stdby Hours	Stdby Rate	Total			0.00	EA	\$ -	\$ -
Team Leader Truck	PF178	0.0	\$ 20.70	0.0	\$ 10.00	\$ -			0.00	EA	\$ -	\$ -
Backhoe 385	H6C7	7.0	\$ 423.75	0.0	\$ 245.00	\$ 2,966.25			0.00	EA	\$ -	\$ -
Loader 966	L6C33	7.0	\$ 154.85	0.0	\$ 92.00	\$ 1,083.95		Total			\$ 199.50	
Dozer		0.0	\$ -	0.0	\$ -	\$ -		SUBCONTRACTOR(S) AND OUTSIDE SERVICES				
Compactor		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
1 Ton Truck	P1F27	7.0	\$ 31.55	0.0	\$ 11.00	\$ 220.85			0.00	EA	\$ -	\$ -
Small Tools	TRS20	7.0	\$ 65.46	0.0	\$ 32.73	\$ 458.22			0.00	EA	\$ -	\$ -
Trench Box	B30T6	7.0	\$ 12.75	0.0	\$ 11.00	\$ 89.25			0.00	EA	\$ -	\$ -
Superintendent Vehicle	VC5	0.0	\$ 23.90	0.0	\$ 8.00	\$ -			0.00	EA	\$ -	\$ -
Backhoe 400	H3K11	0.0	\$ 261.70	0.0	\$ 160.00	\$ -			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
		0.0	\$ -	0.0	\$ -	\$ -			0.00	EA	\$ -	\$ -
Total					\$ 4,818.52			Total			\$ -	
OTHER					SUMMARY							
Description			Units	UM	Rate	Total		Sub-total Labor		\$ 1,785.70		
Extended Field Overhead (per day)			1.00	DA	\$ 306.13	\$ 306.13		Sub-total Subsistence		\$ 341.46		
			0.00	HR	\$ -	\$ -		Sub-total Equipment		\$ 4,818.52		
			0.00	HR	\$ -	\$ -		Sub-total Other		\$ 306.13		
			0.00	HR	\$ -	\$ -		Sub-total Material		\$ 199.50		
			0.00	HR	\$ -	\$ -		Sub-total Subs/Outside Services		\$ -		
			0.00	HR	\$ -	\$ -		Excise Tax		0.000%	\$ -	
			0.00	HR	\$ -	\$ -		*Sub/Outside Services Mark-up		5%	\$ -	
			0.00	HR	\$ -	\$ -		*Labor, Subsistence, and Material Mark-up		15%	\$ 349.00	
			0.00	HR	\$ -	\$ -		*Additional Bond & Insurance Expense		1.00851%	\$ 78.67	
Total					306.13			TOTAL AMOUNT DUE		\$ 7,878.98		
								Schedule extended 1.00 days, due to this request.				

**Authorized Signature:**

Signature

David Mitchell / Project Manager

Print Name and Title

**Date:**

☒ PCO

☐ AP CB

☐ OB

Internal Admin. Use Only

SPR Control #

3881

ATTACHMENT 5  
ITEM CO7-7  
REPAIR DAMAGED CURB STOP (BID SECTION H)



O'Hara Plumbing Co. Inc.  
P.O. Box 1038  
Grand Island, Ne 68802-1038

# Invoice

JUN 14 2016

Date	Invoice #
6/10/2016	92939

<b>Bill To</b>
SJ Lewis Construction 1351 Broadway St. W. Rockville, MN 56369

Phone	308-382-0767
Fax	308-382-5166
E-mail	oharaplumbing@hamilton.net

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Amount
	<b>2304</b> Repair broken water service @ <del>2304</del> Forrest St	
1	3/4" galv compression coupling	4.08T
1	3/4" brass nipple	8.45T
1	3/4" brass coupling	7.45T
1	3/4" male compression adapter	26.89T
1	curb box top	62.30T
	Labor: Steve & Cody	190.00
<i>Called Barry.</i> <i>- Another Rotted curb stop. Below grade and heavily corroded and leaking</i>		
<i>need po?</i>		
Vendor _____		
Job/Unit _____		
GL Code _____		
Initials _____		
Sales Tax (7.0%)		<del>\$7.64</del>
Payments/Credits		\$0.00
Balance Due		\$299.17 <del>\$306.81</del> x 5% OH&P - \$14.96 <b>GRAND TOTAL - \$314.13</b>



ATTACHMENT 6  
ITEM CO7-8  
REMOVE AND REPLACE STORM SEWER PIPE IN  
SKY PARK ROAD (BID SECTION A)

	Item Description	Quantity	Unit	Unit Cost	Total Cost
CO7-8A	Mobilization	1	LS	\$6,000.00	\$6,000.00
CO7-8B	Connect to Existing Storm Sewer	1	EA	\$6,000.00	\$6,000.00
CO7-8C	72" RCP Bend	1	EA	\$4,500.00	\$4,500.00
CO7-8D	72" RCP Storm Sewer	152	LF	\$655.75	\$99,674.00
CO7-8E	72" RCP Flared End	1	EA	\$3,800.00	\$3,800.00
CO7-8F	Traffic Control	1	LS	\$4,500.00	\$4,500.00
CO7-8G	Remove 8" Asphalt Paving	53	SY	\$3.00	\$159.00
CO7-8H	Place 8" Concrete Paving	53	SY	\$37.00	\$1,961.00
				<b>Total</b>	<b>\$126,594.00</b>

ATTACHMENT 7  
ITEM CO7-14  
BID SECTION A QUANTITY AND COST  
ADJUSTMENTS

TABLE C07-1 MODIFICATIONS TO UNIT PRICE SCHEDULE FOR BID SECTION A					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
<b>2</b>	<b>Sanitary Sewer Pipe</b>				
2.4	8-inch Sanitary Sewer	<del>37</del> 0	LF		
2.4_CO1	8-inch Sanitary Sewer with Native Bedding	<del>0</del> 1,269	LF		
2.6	12-inch Sanitary Sewer	<del>268</del> 0	LF		
2.6_CO1	12-inch Sanitary Sewer with Native Bedding	<del>0</del> 216	LF		
2.7	15-inch Sanitary Sewer	<del>109</del> 0	LF		
2.7_CO1	15-inch Sanitary Sewer with Native Bedding	<del>0</del> 48	LF		
2.8	18-inch Sanitary Sewer	<del>20</del> 0	LF		
2.9	21-inch Sanitary Sewer	<del>20</del> 0	LF		
2.15	48-inch Sanitary Sewer	<del>12,050</del> 1,455	LF		
2.15_CO1	48-inch Sanitary Sewer with Native Bedding	<del>0</del> 11,495	LF		
2.15_CO4	48-inch Sanitary Sewer - Capital/Broadwell	<del>0</del> 212	LF		
2.15A	48-Inch Sanitary Sewer (FRPM)	<del>885</del> 0	LF		
2.17	Trenchless Crossing No. 2	<del>240</del> 225	LF		
2.18	Trenchless Crossing No. 3	<del>212</del> 0	LF		
2.23	8-inch Sanitary Sewer Plug/Cap for New Stub Outs	<del>2</del> 0	Each		
2.25	12-inch Sanitary Sewer Plug/Cap for New Stub Outs	<del>10</del> 9	Each		
2.46	Connection to Sanitary Sewer Line, Less Than 24-inch	<del>2</del> 1	Each		
<b>3</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.18	60-Inch Double Wall Polypropylene Storm Sewer	<del>1,667</del> 0	LF		
3.18_CO1	60-Inch Double Wall Polypropylene Storm Sewer with Native Bedding	<del>0</del> 1,667	LF		
3.19	72-Inch HDPE Storm Sewer	<del>73</del> 20	LF		
3.19_CO1	72-Inch HDPE Storm Sewer with Native Bedding	<del>0</del> 53	LF		
3.27	Install Area Inlet on 60-Inch Storm Sewer	<del>6</del> 7	Each		
3.28	Connection to Storm Sewer Lines	<del>3</del> 5	Each		
<b>4</b>	<b>Manholes and Structures</b>				
4.1	72-Inch Diameter Standard Manhole (Sanitary Sewer, FRP)	<del>9</del> 11	Each		
4.2	92-Inch Diameter Standard Manhole (Sanitary Sewer, FRP)	<del>10</del> 9	Each		
4.4	72-Inch Diameter Outside Drop Manhole (Sanitary Sewer, FRP)	<del>1</del> 3	Each		
4.6	48-Inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	<del>1</del> 7	Each		
4.10	Additional Depth, 72-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	<del>41.71</del> 59.48	VF		
4.11	Additional Depth, 92-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	<del>51.59</del> 55.48	VF		
4.13	Additional Depth, 48-inch Diameter Manhole (sanitary Sewer, Concrete) Standard and Drop	<del>4</del> 0	VF		

TABLE C07-1 MODIFICATIONS TO UNIT PRICE SCHEDULE FOR BID SECTION A					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
4.25	Cast in Place Concrete Manholes	<del>5</del> 0	Each		
4.28	Connection to Storm Sewers	<del>3</del> 4	Each		
<b>6</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.1	Remove 4-Inch Concrete Walk	<del>527</del> 474.9	SY		
6.2	Remove 5-Inch Concrete Drive	<del>54</del> 29	SY		
6.4	Remove 8-Inch Concrete Pavement	<del>785</del> 680	SY		
6.6	Remove 8-Inch Asphalt Pavement	<del>797</del> 624	SY		
6.8	Place 4-Inch Concrete Sidewalk	<del>524</del> 346.9	SY		
6.9	Place 5-Inch Concrete Drive	<del>55</del> 6	SY		
6.12	Place 8-inch Concrete Pavement	<del>1029</del> 583	SY		
6.14	Place 8-Inch Asphalt Pavement	<del>643</del> 522	SY		
6.17	Place Curb and Gutter	<del>186</del> 319	LF		
6.19	Detectable Warning Plate	<del>16</del> 0	EA		
6.20	Crushed Rock Surfacing	<del>10</del> 20	Ton		
<b>7</b>	<b>Property Rehabilitation and Landscape</b>				
7.1	Drainage Ditch Rehabilitation with Erosion Control Mat	<del>8.7</del> 3.92	Acre		
7.3	Lawn Sod Application	<del>0.5</del> 0	Acre		
7.5	Pasture Seed and Mulch Application	<del>9.2</del> 10.34	Acre		
7.6	Remove Chain Link Fence	<del>185</del> 285	LF		
7.11	Remove and Replace Property Fence	<del>932</del> 2800	LF		
7.20	Baseball Backstop Removal and Replacement	<del>1</del> 0	LS		
<b>9</b>	<b>Waterlines</b>				
9.1	6" Ductile Iron Water Main	<del>159</del> 165	LF		
9.11	6-inch Cut-In Valve	<del>2</del> 1	Each		
<b>10</b>	<b>Miscellaneous</b>				
10.2	Miscellaneous Concrete	<del>100</del> 29	CY		
10.8	Erosion and Sedimentation Control	<del>1</del> 0.55	LS		
<b>11</b>	<b>Change Orders</b>				
	CO3 - 84" CMP Storm Sewer	<del>330</del> 684	LF		
	CO3 - Connect to Existing Storm Sewer	<del>1</del> 2	EA		

TABLE C07-2 COST DIFFERENTIALS FOR CHANGES TO BID SECTION A QUANTITIES								
	Item Description	Current Contract Quantity (Bid Quantity w/ Approved Change Orders)	Constructed Quantity	Unit	Unit Cost	Current Contract Cost (Bid Cost w/ Approved Change Orders)	Total Constructed Cost	Differential
<b>1</b>	<b>Mobilization</b>	1	1	LS	\$500,000.00	\$500,000.00	\$500,000.00	\$0.00
<b>2</b>	<b>Sanitary Sewer Pipe</b>							
2.4	8-inch Sanitary Sewer	37	0	LF	\$75.00	\$2,775.00	\$0.00	-\$2,775.00
2.4_CO1	8-inch Sanitary Sewer with Native Bedding	0	1269	LF	\$65.80	\$0.00	\$83,500.20	\$83,500.20
2.6	12-inch Sanitary Sewer	268	0	LF	\$80.00	\$21,440.00	\$0.00	-\$21,440.00
2.6_CO1	12-inch Sanitary Sewer with Native Bedding	0	216	LF	\$70.80	\$0.00	\$15,292.80	\$15,292.80
2.7	15-inch Sanitary Sewer	109	0	LF	\$90.00	\$9,810.00	\$0.00	-\$9,810.00
2.7_CO1	15-inch Sanitary Sewer with Native Bedding	0	48	LF	\$80.80	\$0.00	\$3,878.40	\$3,878.40
2.8	18-inch Sanitary Sewer	20	0	LF	\$100.00	\$2,000.00	\$0.00	-\$2,000.00
2.8_CO1	18-inch Sanitary Sewer with Native Bedding	0	0	LF	\$85.27	\$0.00	\$0.00	\$0.00
2.9	21-inch Sanitary Sewer	20	0	LF	\$105.00	\$2,100.00	\$0.00	-\$2,100.00
2.9_CO1	21-inch Sanitary Sewer with Native Bedding	0	0	LF	\$90.27	\$0.00	\$0.00	\$0.00
2.15	48-inch Sanitary Sewer	12,050	1,455	LF	\$269.00	\$3,241,450.00	\$391,395.00	-\$2,850,055.00
2.15_CO1	48-inch Sanitary Sewer with Native Bedding	0	11,495	LF	\$250.25	\$0.00	\$2,876,623.75	\$2,876,623.75
2.15_CO4	48-inch Sanitary Sewer - Capital/Broadwell	212	212	LF	\$1,445.00	\$306,340.00	\$306,340.00	\$0.00
2.15A	48-Inch Sanitary Sewer (FRPM)	885	0	LF	\$309.00	\$273,465.00	\$0.00	-\$273,465.00
2.15A_CO1	48-Inch Sanitary Sewer (FRPM) with Native Bedding	0	0	LF	\$290.25	\$0.00	\$0.00	\$0.00
2.16	Trenchless Crossing No. 1	135	135	LF	\$2,050.00	\$276,750.00	\$276,750.00	\$0.00
2.17	Trenchless Crossing No. 2	240	225	LF	\$1,800.00	\$432,000.00	\$405,000.00	-\$27,000.00
2.18	Trenchless Crossing No. 3	0	0	LF	\$2,700.00	\$0.00	\$0.00	\$0.00
2.18_CO2	Trenchless Crossing 3	0	0	LF	\$2,413.11	\$0.00	\$0.00	\$0.00
2.23	8-inch Sanitary Sewer Plug/Cap for New Stub Outs	2	0	Each	\$550.00	\$1,100.00	\$0.00	-\$1,100.00
2.25	12-inch Sanitary Sewer Plug/Cap for New Stub Outs	10	9	Each	\$600.00	\$6,000.00	\$5,400.00	-\$600.00
2.26	15-inch Sanitary Sewer Plug/Cap for New Stub Outs	2	2	Each	\$650.00	\$1,300.00	\$1,300.00	\$0.00
2.27	18-inch Sanitary Sewer Plug/Cap for New Stub Outs	1	1	Each	\$700.00	\$700.00	\$700.00	\$0.00
2.28	21-inch Sanitary Sewer Plug/Cap for New Stub Outs	1	1	Each	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
2.46	Connection to Sanitary Sewer Line, Less Than 24-inch	2	1	Each	\$2,000.00	\$4,000.00	\$2,000.00	-\$2,000.00
<b>3</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>							
3.18	60-Inch Double Wall Polypropylene Storm Sewer	1,667	0	LF	\$170.00	\$283,390.00	\$0.00	-\$283,390.00
3.18_CO1	60-Inch Double Wall Polypropylene Storm Sewer with Native Bedding	0	1,667	LF	\$161.70	\$0.00	\$269,553.90	\$269,553.90
3.19	72-Inch HDPE Storm Sewer	73	20	LF	\$575.00	\$41,975.00	\$11,500.00	-\$30,475.00
3.19_CO1	72-Inch HDPE Storm Sewer with Native Bedding	0	53	LF	\$566.68	\$0.00	\$30,034.04	\$30,034.04
3.27	Install Area Inlet on 60-Inch Storm Sewer	6	7	Each	\$6,000.00	\$36,000.00	\$42,000.00	\$6,000.00
3.28	Connection to Storm Sewer Lines	3	5	Each	\$4,500.00	\$13,500.00	\$22,500.00	\$9,000.00
<b>4</b>	<b>Manholes and Structures</b>							
4.1	72-Inch Diameter Standard Manhole (Sanitary Sewer, FRP)	9	11	Each	\$18,500.00	\$166,500.00	\$203,500.00	\$37,000.00
4.2	92-Inch Diameter Standard Manhole (Sanitary Sewer, FRP)	10	9	Each	\$33,000.00	\$330,000.00	\$297,000.00	-\$33,000.00
4.4	72-Inch Diameter Outside Drop Manhole (Sanitary Sewer, FRP)	2	3	Each	\$19,000.00	\$38,000.00	\$57,000.00	\$19,000.00
4.6	48-Inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	1	7	Each	\$4,550.00	\$4,550.00	\$31,850.00	\$27,300.00
4.10	Additional Depth, 72-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	47.52	59.48	VF	\$950.00	\$45,144.00	\$56,506.00	\$11,362.00
4.11	Additional Depth, 92-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	51.59	55.48	VF	\$1,600.00	\$82,544.00	\$88,768.00	\$6,224.00
4.13	Additional Depth, 48-Inch Diameter Manhole (Sanitary Sewer, concrete); Standard and Drop	4.34	0	VF	\$200.00	\$868.00	\$0.00	-\$868.00
4.19	120-Inch Diameter Storm Sewer Manhole, Concrete	1	1	Each	\$33,000.00	\$33,000.00	\$33,000.00	\$0.00
4.20	Additional Depth, 120-Inch Diameter Storm Sewer Manhole, Concrete	3	3	VF	\$1,600.00	\$4,800.00	\$4,800.00	\$0.00
4.21	Storm Sewer Junction Box	2	2	Each	\$30,000.00	\$60,000.00	\$60,000.00	\$0.00
4.25	Cast in Place Concrete Manholes	4	0	Each	\$80,000.00	\$320,000.00	\$0.00	-\$320,000.00
4.27	Concrete Headwall, Storm Sewer	1	1	Each	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00
4.28	Connection to Storm Sewers	3	4	Each	\$1,000.00	\$3,000.00	\$4,000.00	\$1,000.00

TABLE C07-2 COST DIFFERENTIALS FOR CHANGES TO BID SECTION A QUANTITIES								
	Item Description	Current Contract Quantity (Bid Quantity w/ Approved Change Orders)	Constructed Quantity	Unit	Unit Cost	Current Contract Cost (Bid Cost w/ Approved Change Orders)	Total Constructed Cost	Differential
<b>5</b>	<b>Trench Conditions</b>							
5.1	Dewatering	1	1	LS	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$0.00
5.3	Additional Shoring	1	1	LS	\$1,405,800.00	\$1,405,800.00	\$1,405,800.00	\$0.00
<b>6</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>							
6.1	Remove 4-Inch Concrete Walk	527	474.9	SY	\$3.50	\$1,844.50	\$1,662.15	-\$182.35
6.2	Remove 5-Inch Concrete Drive	54	29	SY	\$3.50	\$189.00	\$101.50	-\$87.50
6.4	Remove 8-Inch Concrete Pavement	785	680	SY	\$3.50	\$2,747.50	\$2,380.00	-\$367.50
6.6	Remove 8-Inch Asphalt Pavement	797	624	SY	\$3.00	\$2,391.00	\$1,872.00	-\$519.00
6.8	Place 4-Inch Concrete Sidewalk	524	346.9	SY	\$37.00	\$19,388.00	\$12,835.30	-\$6,552.70
6.9	Place 5-Inch Concrete Drive	55	6	SY	\$37.00	\$2,035.00	\$222.00	-\$1,813.00
6.12	Place 8-inch Concrete Pavement	1,029	583	SY	\$28.00	\$28,812.00	\$16,324.00	-\$12,488.00
6.14	Place 8-Inch Asphalt Pavement	643	522	SY	\$50.00	\$32,150.00	\$26,100.00	-\$6,050.00
6.16	Remove Curb and Gutter	186	186	LF	\$3.00	\$558.00	\$558.00	\$0.00
6.17	Place Curb and Gutter	186	319	LF	\$29.00	\$5,394.00	\$9,251.00	\$3,857.00
6.19	Detectable Warning Plate	16	0	Each	\$225.00	\$3,600.00	\$0.00	-\$3,600.00
6.2	Crushed Rock Surfacing	10	20	Ton	\$20.00	\$200.00	\$400.00	\$200.00
<b>7</b>	<b>Property Rehabilitation and Landscape</b>							
7.1	Drainage Ditch Rehabilitation with Erosion Control Mat	8.7	3.92	Acre	\$6,800.00	\$59,160.00	\$26,656.00	-\$32,504.00
7.3	Lawn Sod Application	0.5	0	Acre	\$19,500.00	\$9,750.00	\$0.00	-\$9,750.00
7.5	Pasture Seed and Mulch Application	9.2	10.34	Acre	\$1,100.00	\$10,120.00	\$11,374.00	\$1,254.00
7.6	Remove Chain Link Fence	185	285	LF	\$9.00	\$1,665.00	\$2,565.00	\$900.00
7.8	Install Chain Link Fence	125	125	LF	\$9.00	\$1,125.00	\$1,125.00	\$0.00
7.1	Remove and Replace Property Fence	932	2800	LF	\$6.00	\$5,592.00	\$16,800.00	\$11,208.00
7.11	Tree Removal	1	1	LS	\$7,000.00	\$7,000.00	\$7,000.00	\$0.00
7.13	Knickrehm School Landscaping	1	1	LS	\$6,900.00	\$6,900.00	\$6,900.00	\$0.00
7.14	U.S. Veterans Hospital Landscaping	1	1	LS	\$7,000.00	\$7,000.00	\$7,000.00	\$0.00
7.16	Veterans Club Sprinkler Modification	1	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
7.18	Basketball Court Remove and Replace	1	1	LS	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00
7.2	Baseball Backstop Removal and Replacement	1	0	LS	\$4,000.00	\$4,000.00	\$0.00	-\$4,000.00
<b>8</b>	<b>Lift Station Abandonment</b>							
<b>9</b>	<b>Waterlines</b>							
9.1	6" Ductile Iron Water Main	159	165	LF	\$40.00	\$6,360.00	\$6,600.00	\$240.00
9.2	Ductile Iron Fittings	955	955	LBS	\$4.00	\$3,820.00	\$3,820.00	\$0.00
9.4	18"x6" Tapping Tee w/Valve	2	2	Each	\$3,900.00	\$7,800.00	\$7,800.00	\$0.00
9.9	Water Main Connection (Wet Cut-In)	2	2	Each	\$750.00	\$1,500.00	\$1,500.00	\$0.00
9.1	Temporary Water Service	1	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
9.11	6-inch Cut-In Valve	2	1	Each	\$3,000.00	\$6,000.00	\$3,000.00	-\$3,000.00
<b>10</b>	<b>Miscellaneous</b>							
10.1	Traffic Control	1	1	LS	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00
10.2	Miscellaneous Concrete	100	29	CY	\$300.00	\$30,000.00	\$8,700.00	-\$21,300.00
10.3	BNSF Flagman	1	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00
10.4	Nebraska Central Railroad Flagman	1	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00
10.5	Bypass Pumping	1	1	LS	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00
10.8	Erosion and Sedimentation Control	1	0.55	LS	\$60,000.00	\$60,000.00	\$33,000.00	-\$27,000.00
<b>11</b>	<b>Change Orders</b>							
	IC03 - R4" CMP Storm Sewer	330	684	LF	\$520.00	\$171,600.00	\$355,680.00	\$184,080.00

TABLE CO7-2 COST DIFFERENTIALS FOR CHANGES TO BID SECTION A QUANTITIES								
	Item Description	Current Contract Quantity (Bid Quantity w/ Approved Change Orders)	Constructed Quantity	Unit	Unit Cost	Current Contract Cost (Bid Cost w/ Approved Change Orders)	Total Constructed Cost	Differential
	CO3 - Connect to Existing Storm Sewer	1	2	EA	\$6,000.00	\$6,000.00	\$12,000.00	\$6,000.00
	CO3 - 84" CMP x 30" CMP Tee w/ Area Inlet	2	2	EA	\$17,500.00	\$35,000.00	\$35,000.00	\$0.00
	CO3 - Concrete Headwall	4	4	EA	\$24,700.00	\$98,800.00	\$98,800.00	\$0.00
	CO4 - Re-Route Dewatering at Capital & Broadwell	1	1	LS	\$5,142.28	\$5,142.28	\$5,142.28	\$0.00
	CO4 - Additional Storm Sewer Work at Capital Ave and Broadwell Avenue Intersection	1	1	LS	\$159,445.65	\$159,445.65	\$159,445.65	\$0.00
	CO5 - 8" Sanitary Sewer east of St. Paul	1	1	LS	\$43,191.08	\$43,191.08	\$43,191.08	\$0.00
	CO5 - Additional Storm Sewer at St. Paul	1	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
	CO5 - 96" Drop Manhole in St. Paul	1	1	LS	\$34,500.00	\$34,500.00	\$34,500.00	\$0.00
	CO5 - Storm Sewer Work near BNSF	1	1	LS	\$6,143.20	\$6,143.20	\$6,143.20	\$0.00
	CO5 - Additional Storm Sewer at Capital and Broadwell	1	1	LS	\$16,050.27	\$16,050.27	\$16,050.27	\$0.00
	CO5 - Damage to Homeowner's sewer at 1624 St. Paul	1	1	LS	-\$8,003.95	-\$8,003.95	-\$8,003.95	\$0.00
	CO5 - Vet's Hospital Power	1	1	LS	\$7,851.38	\$7,851.38	\$7,851.38	\$0.00
	<b>TOTAL BID SECTION A</b>							<b>-\$385,783.96</b>



ATTACHMENT 8  
ITEM CO7-15  
BID SECTION C QUANTITY AND COST  
ADJUSTMENTS

TABLE C07-3 MODIFICATIONS TO UNIT PRICE SCHEDULE FOR BID SECTION C					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
<b>2</b>	<b>Sanitary Sewer Pipe</b>				
2.3	6-inch Sanitary Sewer	<del>180</del> 0	LF		
2.3_CO1	6-inch Sanitary Sewer with Native Bedding	<del>0</del> 180	LF		
2.6	12-inch Sanitary Sewer	<del>49</del> 0	LF		
2.6_CO1	12-inch Sanitary Sewer with Native Bedding	<del>0</del> 49	LF		
2.7	15-inch Sanitary Sewer	<del>12</del> 0	LF		
2.7_CO1	15-inch Sanitary Sewer with Native Bedding	<del>0</del> 46	LF		
2.9	21-inch Sanitary Sewer	<del>98</del> 0	LF		
2.9_CO1	21-inch Sanitary Sewer with Native Bedding	<del>0</del> 139	LF		
2.13	36-inch Sanitary Sewer	<del>20</del> 25	LF		
2.13_CO1	36-inch Sanitary Sewer with Native Bedding	<del>0</del> 20	LF		
2.15	48-inch Sanitary Sewer	<del>1,298</del> 360	LF		
2.15_CO1	48-inch Sanitary Sewer with Native Bedding	<del>0</del> 1,129	LF		
2.15A	48-inch Sanitary Sewer (FRPM)	<del>206</del> 0	LF		
2.19	Trenchless Crossing No. 4	<del>520</del> 0	LF		
2.19_CO2	Trenchless Crossing No. 4	<del>0</del> 520			
2.20	Trenchless Crossing No. 5	<del>204</del> 216	LF		
<b>3</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.2	Remove 15-Inch Reinforced Concrete Storm Sewer	<del>30</del> 78	LF		
3.5	Remove 24-Inch Reinforced Concrete Storm Sewer	<del>103</del> 336	LF		
3.7	Remove 36-Inch Reinforced Concrete Storm Sewer	<del>30</del> 71	LF		
3.11	15-Inch Reinforced Concrete Storm Sewer	<del>30</del> 0	LF		
3.11_CO1	15-Inch Reinforced Concrete Storm Sewer with Native Bedding	<del>0</del> 32	LF		
3.14	24-Inch Reinforced Concrete Storm Sewer	<del>103</del> 0	LF		
3.14_CO1	24-Inch Reinforced Concrete Storm Sewer with Native Bedding	<del>0</del> 336	LF		
3.16	36-Inch Reinforced Concrete Storm Sewer	<del>30</del> 0	LF		
3.16_CO1	36-Inch Reinforced Concrete Storm Sewer with Native Bedding	<del>0</del> 46	LF		
<b>4</b>	<b>Manholes and Structures</b>				
4.23	Abandon Sanitary Sewer Manholes in Place	<del>9</del> 11	EA		
<b>6</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.1	Remove 4-Inch Concrete Walk	<del>272</del> 109.11	SY		
6.3	Remove 6-Inch Concrete Pavement	<del>937</del> 548	SY		
6.4	Remove 8-Inch Concrete Pavement	<del>302</del> 289	SY		
6.8	Place 4-Inch Concrete Sidewalk	<del>272</del> 109.11	SY		
6.11	Place 6-Inch Concrete Pavement	<del>937</del> 389	SY		
6.12	Place 8-inch Concrete Pavement	<del>302</del> 437	SY		
6.14	Place 8-Inch Asphalt Pavement	<del>148</del> 0	SY		

TABLE CO7-3 MODIFICATIONS TO UNIT PRICE SCHEDULE FOR BID SECTION C					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
6.16	Remove Curb and Gutter	<del>56</del> 104	LF		
6.17	Place Curb and Gutter	<del>56</del> 104	LF		

	Item Description	Current Contract Quantity (Bid Quantity w/ Approved Change Orders)	Constructed Quantity	Unit	Unit Cost	Current Contract Cost (Bid Cost w/ Approved Change Orders)	Total Constructed Cost	Differential
<b>1</b>	<b>Mobilization</b>	1	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00
<b>2</b>	<b>Sanitary Sewer Pipe</b>							
2.3	6-inch Sanitary Sewer	180	0	LF	\$75.00	\$13,500.00	\$0.00	-\$13,500.00
2.3_CO1	6-inch Sanitary Sewer with Native Bedding	0	180	LF	\$65.80	\$0.00	\$11,844.00	\$11,844.00
2.6	12-inch Sanitary Sewer	49	0	LF	\$80.00	\$3,920.00	\$0.00	-\$3,920.00
2.6_CO1		0	49	LF	\$70.80	\$0.00	\$3,469.20	\$3,469.20
2.7	15-inch Sanitary Sewer	12	0	LF	\$90.00	\$1,080.00	\$0.00	-\$1,080.00
2.7_CO1	15-inch Sanitary Sewer with Native Bedding	0	46	LF	\$80.80	\$0.00	\$3,716.80	\$3,716.80
2.9	21-inch Sanitary Sewer	98	0	LF	\$105.00	\$10,290.00	\$0.00	-\$10,290.00
2.9_CO1	21-inch Sanitary Sewer with Native Bedding	0	139	LF	\$90.27	\$0.00	\$12,547.53	\$12,547.53
2.13	36-inch Sanitary Sewer	20	25	LF	\$275.00	\$5,500.00	\$6,875.00	\$1,375.00
2.13_CO1	36-inch Sanitary Sewer with Native Bedding	0	20	LF	\$256.25	\$0.00	\$5,125.00	\$5,125.00
2.15	48-inch Sanitary Sewer	1,298	360	LF	\$269.00	\$349,162.00	\$96,840.00	-\$252,322.00
2.15_CO1	48-inch Sanitary Sewer with Native Bedding	0	1129	LF	\$250.25	\$0.00	\$282,532.25	\$282,532.25
2.15A	48-inch Sanitary Sewer (FRPM)	206	0	LF	\$265.00	\$54,590.00	\$0.00	-\$54,590.00
2.15A_CO1	48-Inch Sanitary Sewer (FRPM) with Native Bedding	0	0	LF	\$246.25	\$0.00	\$0.00	\$0.00
2.19	Trenchless Crossing No. 4	0	0	LF	\$2,550.00	\$0.00	\$0.00	\$0.00
2.19_CO2	Trenchless Crossing No. 4	520	520	LF	\$2,263.11	\$1,176,817.20	\$1,176,817.20	\$0.00
2.2	Trenchless Crossing No. 5	201	216	LF	\$1,825.00	\$366,825.00	\$394,200.00	\$27,375.00
2.29	36-inch Sanitary Sewer Plug/Cap for New Stub Outs	1	1	Each	\$2,250.00	\$2,250.00	\$2,250.00	\$0.00
2.31	Concrete Plug Existing Sanitary Sewers Less Than 15-Inch Diameter	5	5	Each	\$600.00	\$3,000.00	\$3,000.00	\$0.00
2.32	Concrete Plug Existing Sanitary Sewers 15-Inch Diameter Through 24-Inch Diameter	10	10	Each	\$1,000.00	\$10,000.00	\$10,000.00	\$0.00
2.33	Concrete Plug Existing Sanitary Sewers Greater Than 24-inch Diameter Through 36-Inch Diameter	2	2	Each	\$2,500.00	\$5,000.00	\$5,000.00	\$0.00
2.34	Abandon 6-inch Sanitary Sewer (Grout Fill)	98	98	LF	\$15.00	\$1,470.00	\$1,470.00	\$0.00
2.35	Abandon 8-inch Sanitary Sewer (Grout Fill)	85	85	LF	\$17.00	\$1,445.00	\$1,445.00	\$0.00
2.38	Abandon 15-inch Sanitary Sewer (Grout Fill)	80	80	LF	\$20.00	\$1,600.00	\$1,600.00	\$0.00
2.39	Abandon 21-inch Sanitary Sewer (Grout Fill)	250	250	LF	\$24.00	\$6,000.00	\$6,000.00	\$0.00
2.4	Abandon 24-inch Sanitary Sewer (Grout Fill)	1,359	1359	LF	\$25.00	\$33,975.00	\$33,975.00	\$0.00
2.41	Abandon 27-inch Sanitary Sewer (Grout Fill)	27	27	LF	\$32.00	\$864.00	\$864.00	\$0.00
2.42	Abandon 36-inch Sanitary Sewer (Grout Fill)	15	15	LF	\$39.00	\$585.00	\$585.00	\$0.00
<b>3</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>							
3.2	Remove 15-Inch Reinforced Concrete Storm Sewer	30	78	LF	\$15.00	\$450.00	\$1,170.00	\$720.00
3.5	Remove 24-Inch Reinforced Concrete Storm Sewer	103	336	LF	\$18.00	\$1,854.00	\$6,048.00	\$4,194.00
3.7	Remove 36-Inch Reinforced Concrete Storm Sewer	30	71	LF	\$19.00	\$570.00	\$1,349.00	\$779.00
3.11	15-Inch Reinforced Concrete Storm Sewer	30	0	LF	\$80.00	\$2,400.00	\$0.00	-\$2,400.00
3.11_CO1	15-Inch Reinforced Concrete Storm Sewer with Native Bedding	0	32	LF	\$71.70	\$0.00	\$2,294.40	\$2,294.40
3.14	24-Inch Reinforced Concrete Storm Sewer	103	0	LF	\$100.00	\$10,300.00	\$0.00	-\$10,300.00
3.14_CO1	24-Inch Reinforced Concrete Storm Sewer with Native Bedding	0	336	LF	\$91.70	\$0.00	\$30,811.20	\$30,811.20
3.16	36-Inch Reinforced Concrete Storm Sewer	30	0	LF	\$120.00	\$3,600.00	\$0.00	-\$3,600.00
3.16_CO1	36-Inch Reinforced Concrete Storm Sewer with Native Bedding	0	46	LF	\$111.70	\$0.00	\$5,138.20	\$5,138.20
3.25	Remove Area Inlet	1	1	Each	\$400.00	\$400.00	\$400.00	\$0.00
3.26	Install Area Inlet	1	1	Each	\$2,300.00	\$2,300.00	\$2,300.00	\$0.00
<b>4</b>	<b>Manholes and Structures</b>							
4.1	72-Inch Diameter Standard Manhole (Sanitary Sewer, FRP)	4	4	Each	\$19,500.00	\$78,000.00	\$78,000.00	\$0.00
4.2	92-Inch Diameter Standard Manhole (Sanitary Sewer, FRP)	2	2	Each	\$33,000.00	\$66,000.00	\$66,000.00	\$0.00
4.3	108-Inch Diameter Standard Manhole (Sanitary Sewer, FRP)	1	1	Each	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00
4.6	48-Inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	2	2	Each	\$4,500.00	\$9,000.00	\$9,000.00	\$0.00
4.8	60-Inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	1	1	Each	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00
4.1	Additional Depth, 72-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	24.13	24.13	VF	\$950.00	\$22,923.50	\$22,923.50	\$0.00
4.11	Additional Depth, 92-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	13.23	13.23	VF	\$1,600.00	\$21,168.00	\$21,168.00	\$0.00
4.12	Additional Depth, 108-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	6.03	6.03	VF	\$1,800.00	\$10,854.00	\$10,854.00	\$0.00

TABLE C07-4 COST DIFFERENTIALS FOR CHANGES TO BID SECTION C QUANTITIES								
	Item Description	Current Contract Quantity (Bid Quantity w/ Approved Change Orders)	Constructed Quantity	Unit	Unit Cost	Current Contract Cost (Bid Cost w/ Approved Change Orders)	Total Constructed Cost	Differential
4.23	Abandon Sanitary Sewer Manholes in Place	9	11	Each	\$1,200.00	\$10,800.00	\$13,200.00	\$2,400.00
4.26	Convert Inside Drop Manhole to Outside Drop Manhole	1	1	Each	\$800.00	\$800.00	\$800.00	\$0.00
<b>5</b>	<b>Trench Conditions</b>							
5.1	Dewatering	1	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00
<b>6</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>							
6.1	Remove 4-Inch Concrete Walk	272	109.11	SY	\$3.50	\$952.00	\$381.89	-\$570.12
6.3	Remove 6-Inch Concrete Pavement	937	548	SY	\$3.50	\$3,279.50	\$1,918.00	-\$1,361.50
6.4	Remove 8-Inch Concrete Pavement	302	289	SY	\$3.50	\$1,057.00	\$1,011.50	-\$45.50
6.6	Remove 8-Inch Asphalt Pavement	148	148	SY	\$3.00	\$444.00	\$444.00	\$0.00
6.8	Place 4-Inch Concrete Sidewalk	272	109.11	SY	\$37.00	\$10,064.00	\$4,037.07	-\$6,026.93
6.11	Place 6-Inch Concrete Pavement	937	389	SY	\$37.00	\$34,669.00	\$14,393.00	-\$20,276.00
6.12	Place 8-Inch Concrete Pavement	302	437	SY	\$28.00	\$8,456.00	\$12,236.00	\$3,780.00
6.14	Place 8-Inch Asphalt Pavement	148	0	SY	\$65.00	\$9,620.00	\$0.00	-\$9,620.00
6.16	Remove Curb and Gutter	56	104	LF	\$3.00	\$168.00	\$312.00	\$144.00
6.17	Place Curb and Gutter	56	104	LF	\$29.00	\$1,624.00	\$3,016.00	\$1,392.00
6.18	Paint Striping	1	1	LS	\$5,200.00	\$5,200.00	\$5,200.00	\$0.00
<b>7</b>	<b>Property Rehabilitation and Landscape</b>							
7.4	Lawn Seed and Mulch Application	1.95	1.95	Acre	\$1,100.00	\$2,145.00	\$2,145.00	\$0.00
7.12	Remove and Reset Modular Block Retaining Wall	2	2	Each	\$11,000.00	\$22,000.00	\$22,000.00	\$0.00
<b>8</b>	<b>Lift Station Abandonment</b>							
8.1	Abandon Lift Station No. 19	1	1	LS	\$14,000.00	\$14,000.00	\$14,000.00	\$0.00
8.8	Abandon Veterans Home Lift Station	1	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
8.9	Abandon Veterans Club Lift Station	1	1	LS	\$14,000.00	\$14,000.00	\$14,000.00	\$0.00
<b>10</b>	<b>Miscellaneous</b>							
10.1	Traffic Control	1	1	LS	\$31,000.00	\$31,000.00	\$31,000.00	\$0.00
10.5	Bypass Pumping	1	1	LS	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00
10.8	Erosion and Sediment Control	1	1	LS	\$45,000.00	\$45,000.00	\$45,000.00	\$0.00
<b>11</b>	<b>Change Orders</b>							
CO5-1	Dewatering Reroute Near Webb Road	1	1	LS	\$64,223.25	\$64,223.25	\$64,223.25	\$0.00
<b>Total Bid Section C</b>								<b>\$9,735.54</b>

## RESOLUTION 2016-260

WHEREAS, On September 9, 2014, by Resolution No. 2014-284, City Council awarded, Project 2013-S-4, North Interceptor Phase II to S.J. Louis Construction, Inc. of Rockville, Minnesota, in the amount of \$21,479,537.50; and

WHEREAS, on February 10, 2015, by Resolution No. 2015-39, City Council approved Change Order No. 1, which established new unit prices for installed storm and sanitary sewers which are embedded with native sand material in lieu of the imported granular embedment specified in the contract documents; and

WHEREAS, on March 24, 2015, by Resolution No. 2015-74, City Council approved Change Order No. 2, which changed the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine at both Broadwell Avenue/Capital Avenue and Webb Road/Northwest Crossings property at Capital Avenue and resulted in a deduction of \$210,003.48, for a revised contract amount of \$21,269,534.02; and

WHEREAS on June 23, 2015, by Resolution No. 2015-160, City Council approved Change Order No. 3, which addressed unknown and unplanned restraint at the existing 18" waterline that crosses Capital Avenue just east of Webb Road; additional storm sewer east of St. Paul Road as needed to fill in a portion of the utility ditch and provide access to the new manhole; and finalization of the As-Built quantities for Phase II (Part B) and resulted in an increase of \$56,540.88, for a revised contract amount of \$21,326,074.90; and

WHEREAS, on August 11, 2015, by Resolution No. 2015-214, City Council approved Change Order No. 4, which allowed for an open cut at the intersection of Capital Avenue and Broadwell Avenue for installation of the north interceptor, rerouting of the dewatering discharge, and several modifications to the existing storm sewer at this intersection and resulted in an overall contract decrease of \$40,651.39, for a revised contract amount of \$21,285,423.51; and

WHEREAS, on January 12, 2016, by Resolution No. 2016-7, City Council approved Change Order No. 5, which covered costs associated with a dewatering reroute near Webb Road, additional work associated with an 8" sanitary sewer line extension as part of a new tap district (District No. 537T), additional storm sewer work in St. Paul Road, changing a new sanitary sewer manhole in St. Paul Road from a standard manhole to a drop manhole, additional storm sewer removal and replacement work near the Burlington Northern Santa Fe Railroad, additional storm sewer work in the Capital Avenue and Broadwell Avenue intersection, a damaged sanitary sewer service along St. Paul Road, additional work required to provide power to the relocated Veteran's Hospital sign, and the relocation of an existing water service and resulted in a contract increase of \$171,544.13, for a revised contract amount of \$21,456,967.64; and

WHEREAS, on March 8, 2016, by Resolution No. 2016-52, City Council approved Change Order No. 6, which established new unit prices associated with additional paving along Sheridan Avenue within Bid Section I, with actual quantities rectified upon

Approved as to Form	<input type="checkbox"/>	_____
October 21, 2016	<input type="checkbox"/>	City Attorney

installation; and

WHEREAS, Change Order No. 7, in the amount of \$(265,030.45), which addresses additional work, as well as credits, associated with North Interceptor Phase II; Project No. 2013-S-4.

WHEREAS, such Change Order No. 7 is in the amount of \$(265,030.45), for a revised contract amount of \$21,191,937.19.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with Change Order No. 7 with S.J. Louis Construction, Inc. of Rockville, Minnesota is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 7, North Interceptor Phase II, Project 2013-S-4 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, October 25, 2016**

**Council Session**

## **Item G-9**

**#2016-261 - Approving Designating a Portion of Orleans Drive,  
North of Faidley Avenue, as No Parking**

**Staff Contact: John Collins, P.E. - Public Works Director**



# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** October 25, 2016

**Subject:** Approving Designating a Portions of Orleans Drive, North of Faidley Avenue, as No Parking

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

Council action is required to designate No Parking on any public street.

A request was submitted by the property/business owner of 659 Orleans Drive to eliminate parking on the east side of Orleans Drive, from north of Faidley Avenue to the north end of the subject property line, as shown on the attached sketch. Parked cars are obstructing the view of patients exiting the parking lot.

## **Discussion**

The Public Works Department reviewed the request for this area and concurs with the request to eliminate parking on the east side of Orleans Drive, from north of Faidley Avenue to the north end of the subject property line, as requested. This parking restriction will make for a safer exist for patients using the office at 659 Orleans Drive, as their sight will not be obstructed by vehicles parked on each side of the two (2) driveways to this property.

## **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 resolution designating the east side of Orleans Drive, from north of Faidley Avenue to the north property line of 659 Orleans Drive, as No Parking.

## **Sample Motion**

Move to approve the resolution.

RESOLUTION 2016-261

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, entirely prohibit or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, due to safety issues, the Public Works Department is requesting No Parking be allowed on the east side of Orleans Drive, from north of Faidley Avenue to the north property line of 659 Orleans Drive; and

WHEREAS, it is recommended that such restricted parking request be approved.

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

1. A No Parking Zone is hereby designated on the east side of Orleans Drive, from north of Faidley Avenue to the north property line of 659 Orleans Drive.
2. The City's Street Division of the Public Works Department shall erect and maintain the signs and pavement markings as necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney





# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item G-10

**#2016-262 - Approving Amendment to Purchase Agreement with  
Cartegraph Systems, Inc.**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** October 25, 2016

**Subject:** Approving Amendment No. 1 for Enterprise Asset Management System for the Public Works Department

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The Enterprise Asset Management System (EAMS) implementation focuses on the needs of the Public Works Department, such as the work order process, customer service requests, asset reports, asset inspections, preventative maintenance, inventory, workflow management, capital improvement tracking, and document support. Full implementation should take about three (3) years and result is a significant improvement in planning, budgeting, and reporting.

On June 24, 2014, via Resolution No. 2014-177, City Council approved an agreement for Enterprise Asset Management System with Cartegraph Systems, Inc. of Dubuque, Iowa for the Public Works Department, in the amount of \$121,840.00. Such approval also consisted of Year 1-3 licensing costs for such system at \$76,000.00 annually.

Over the course of the original agreement a small addition for a test environment was incorporated to accommodate needs of Wastewater staff. Such test environment was at a cost of \$3,400.00, paid via credit card, and allowed Wastewater staff the ability to get familiar with the asset management system without adding erroneous information or deleting critical data.

## **Discussion**

To date, assets for traffic signal operations, storm water, and the sanitary sewer collection system have been implemented.

The Wastewater staff desires to contract with Cartegraph Systems, Inc., for additional training in the amount of \$19,000.00. These implementation services will consist of a series of onsite workshops led by a Cartegraph Implementation Specialist and will address, at a minimum:

Consulting:

- Review existing OMS implementation and provide goal-oriented best practice recommendations

Training:

- Report generation
- Request Management
- Notifications
- Import/Export
- Asset Inspections
- Scenario Builder
- Latest OMS release functionality

### **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 Amendment No. 1 to the original agreement for Enterprise Asset Management System (EAMS) with Cartegraph Systems, Inc. of Dubuque, Iowa in the amount of \$19,000.00.

### **Sample Motion**

Move to approve Amendment No. 1.

# Purchase Agreement

**Cartegraph** is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Grand Island (hereinafter referred to as “**Customer**” or “**Licensee**” and **Cartegraph Systems, Inc.** (hereinafter referred to as “**Cartegraph**”). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA005 dated May 27, 2014 shall control.

Customer Bill To:	Customer Ship To:
Marvin Strong City of Grand Island 100 East 1 <sup>st</sup> Street Grand Island, NE 68801 308-385-5444	Same

## Investment Summary

**Cartegraph's** proposed fees for this project are included in the summary below.

**Date:** September 9,  
2016

**Purchase Agreement** October 30, 2016  
**Expiration Date:**

**Purchase #PA381**  
**Agreement**  
**No.:**

	Purchase Type	Qty.	Unit Price	Total Price
<b>YEAR 1</b>				
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$13,800.00	\$13,800.00
ESTIMATED EXPENSES				\$ 5,200.00
<b>TOTAL COST</b>				<b>\$19,000.00</b>

**NOTES:** The pricing listed above does not include applicable sales tax.

## Payment Terms and Conditions

---

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
  - i. 25% upon execution of the Purchase Agreement.
  - ii. 25% at the completion of the Assessment/delivery, or 3 months from execution of Purchase Agreement, whichever is sooner
  - iii. 25% at the Completion of the test deployment, or 4 months from execution of Purchase Agreement, whichever is sooner
  - iv. 25% at the completion productive deployment, or 6 months from execution of Purchase Agreement, whichever is sooner
4. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

### Cartegraph Systems, Inc.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Randy L. Skemp  
(Type or print name)

Title Vice President of Sales

Date \_\_\_\_\_

### City of Grand Island

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name)

Title \_\_\_\_\_

Date \_\_\_\_\_



## Cartegraph Systems, Inc.

### Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA005.

## Cartegraph - Scope of Work

### Extended Support

---

- Cartegraph will provide two onsite events (1 three-day onsite event and 1 two-day onsite event) to support your implementation. The agenda will be agreed upon by both Cartegraph's and your project managers prior to onsite events. The onsite events will cover the following items:
  - Consulting:
    - Review existing OMS implementation and provide goal-oriented best practice recommendations
  - Training:
    - Report generation
    - Request Management
    - Notifications
    - Import/Export
    - Asset Inspections
    - Scenario Builder
    - Latest OMS release functionality

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

### Customer Responsibility

---

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

# Exclusions

---

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

## Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

## Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

**Cartegraph Systems, Inc.**

By \_\_\_\_\_  
(Signature)

Randy L. Skemp  
(Type or print name)

Title Vice President of Sales

Date \_\_\_\_\_

**City of Grand Island**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION 2016-262

WHEREAS, on June 24, 2014, via Resolution No. 2014-177, City Council approved an agreement for an Enterprise Asset Management System (EAMS) for the Public Works Department with Cartegraph Systems, Inc. of Dubuque, Iowa in the amount of \$121,840.00; and

WHEREAS, such approval also consisted of Year 1-3 licensing costs for such system at \$76,000.00 annually; and

WHEREAS, a small addition for a test environment was incorporated to accommodate needs of Wastewater staff at a cost of \$3,400.00, paid via credit card, and allowed Wastewater staff the ability to get familiar with the asset management system without hindering progress of actual data being updated and kept current; and

WHEREAS, due to the complexity of implementing a significant number of asset types at the Wastewater Treatment Plant, implementation services are being sought from Cartegraph Systems, Inc., in the amount of \$19,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 to the original agreement for Enterprise Asset Management System (EAMS) with Cartegraph Systems, Inc. of Dubuque, Iowa in the amount of \$19,000.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item G-11

**#2016-263 - Approving Interlocal Agreement with Hall County  
Regarding Library Services to Hall County Residents**

Staff Contact: Steve Fosselman

# **Council Agenda Memo**

**From:** Grand Island Public Library Board

**Meeting:** October 25, 2016

**Subject:** Approving Interlocal Agreement with Hall County  
Regarding Library Services to Hall County Residents

**Presenter(s):** Alan Lepler, President, Grand Island Public Library  
Board; Steve Fosselman, Library Director

## **Background**

In the absence of an interlocal agreement, in 2010 the Grand Island Public Library instituted a \$40 annual household nonresident card fee. This fee included Hall County residents outside the corporate limits of Grand Island. Both Nebraska Revised Statute Section 13-801 and Section 51-208 provide the means for an agreement with Hall County to the extent and upon such terms as may be agreed upon. In 2016 the Grand Island Public Library Board and Hall County Board of Supervisors entered into negotiations for an interlocal agreement.

## **Discussion**

Negotiations for an interlocal agreement were concluded in September 2016 and both the Hall County Board of Supervisors and Grand Island Public Library Board approved the agreement in principal. This is a two-year agreement effective as of October 1, 2016, with payment by Hall County totaling \$15,000 for the first year and \$20,000 for the second year. Library and County representatives plan to renegotiate the agreement prior to its expiration in 2018 to assure continuity of service.

The City Attorney and County Attorney drafted the Interlocal Cooperative Agreement, with Library Board approval on October 17, 2016 and County Board approval on October 18, 2016. As a good faith measure the library has begun accepting without charge applications and renewals from Hall County citizens residing outside Grand Island. City Council approval is now requested.

The \$40 annual household nonresident card will still apply to those residing outside Hall County.

## **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 an interlocal agreement with Hall County regarding library services to Hall County residents.

## **Sample Motion**

Move to approve an interlocal agreement with Hall County regarding library services to Hall County residents.

**INTERLOCAL COOPERATIVE AGREEMENT**  
**FOR THE GRANTING OF GRAND ISLAND PUBLIC LIBRARY USE AND**  
**PRIVILEGES TO HALL COUNTY RESIDENTS LIVING OUTSIDE OF**  
**THE CITY LIMITS OF GRAND ISLAND**

**BY AND AMONG**  
**THE COUNTY OF HALL, NEBRASKA,**  
**THE CITY OF GRAND ISLAND, NEBRASKA,**  
**AND**  
**THE GRAND ISLAND PUBLIC LIBRARY BOARD**

THIS AGREEMENT is made and entered into by and among 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," the City of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "City," and the Grand Island Public Library Board, hereinafter referred to as "Library",  
WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, NEB.REV.STAT. §13-801 *et seq.*, provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, County and Library wish to enter into this interlocal agreement for the purpose of granting library use and privileges and for providing library cards to Hall County residents living outside the city limits of Grand Island, and

WHEREAS, Nebraska Revised Statute Sec. 51-208 authorizes the library board of any public city library to contract with the county board in which the library is located to furnish the use and privileges of its library to the inhabitants of such county to the extent and upon such terms as may be agreed upon.

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

1. **Scope of the Agreement:** This agreement is for the provision of the use and privileges Grand Island Public Library to Hall County residents living outside the city limits of Grand Island.



**2. This Agreement's cost to County will be:**

From October 1, 2016 through September 30, 2017, \$15,000.00, payable in quarterly payments to Library.

From October 1, 2017 through September 30, 2018, \$20,000.00, payable in quarterly payments to Library.

Quarterly payments due from County on January 1, 2017, April 1, 2017, July 1, 2017, October 1, 2017, January 1, 2018, April 1, 2018, July 1, 2018 and October 1, 2018.

Payments shall be made to the City of Grand Island, Attn: City Finance Director, P.O. Box 1968, Grand Island, NE 68802.

3. **County's Obligations:** County shall be responsible for making payments as set forth in paragraph 2. above, which payments are to cover all expenses related to issuing the non-resident library cards.
4. **City's Obligation:** Payments received from County pursuant to this agreement shall be credited by City to City's general fund.
5. **Library's Obligations:** Commencing October 1, 2016 through September 30, 2018, Library shall provide the cards to be issued pursuant to this agreement. The cards provided pursuant to this agreement shall be issued to Hall County residents living outside the city limits of Grand Island (non-resident cards). These non-resident cards shall be issued at no cost to the cardholders. Except as provided in this Section 5, non-resident cards shall be issued for one full year, and with no common expiration date. There shall be no limit on the number of household cards issued or renewed during the term of this agreement. For purposes of this agreement, one household card shall represent all cards applied for and distributed to the head of a household and other members of that one household. Library will actively market information concerning the availability of non-resident cards to Hall County residents living outside the Grand Island city limits. Non-resident cards issued by Library pursuant to this agreement shall permit the holders of such cards the use and privileges of Library's library services upon such terms and conditions as those applicable to residents of the City of Grand Island.

Notwithstanding anything in this Agreement to the contrary, all non-resident library cards and the library use and privileges granted hereby shall terminate on September 30, 2018 unless this agreement is extended, renewed or replaced by a new agreement providing for extension of such library use and privileges to Hall County residents living outside the city limits of Grand Island.

There shall be no charge to County for cards issued by Library to cardholders under the Wood River Rural Schools 21st Century Community Learning Center Grant until such time as that program has ended.

Library shall report to County, on a quarterly basis, a count of all household cards issued during the preceding quarter to Hall County residents living outside the Grand Island city

limits. The first quarterly report shall be due January 1, 2017, and thereafter on April 1, 2017, July 1, 2017, October 1, 2017, January 1, 2018, April 1, 2018, July 1, 2018 and October 1, 2018.

6. **Governance.** This agreement shall be co-governed by the Hall County Board of Supervisors, the Grand Island City Council, and the Library Board of the Grand Island Public Library.
7. **Indemnification.** The Parties hereto agree to indemnify and hold harmless each other from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this agreement, except to the extent caused by negligent or willful act or omission of such other party. The Parties agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this agreement.
8. **Modification.** This agreement may be modified by written agreement of the Parties.
9. **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperative agreement.
10. **Finances.** This agreement shall be financed by the funds available to the Parties.
11. **Term and Duration.** This agreement shall become effective on October 1, 2016, and shall continue in force and remain binding through October 1, 2018.

Negotiations for a renewal contract shall commence on or before September 1, 2018.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall County and the City of Grand Island duly execute this agreement.

**HALL COUNTY**

Executed this 15 day of October, 2016

By: 

Scott B. Arnold, Chair  
Hall County Board of Supervisors

ATTEST: 

Marla Conley  
Hall County Clerk

**CITY OF GRAND ISLAND**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Jeremy L. Jensen  
Mayor

ATTEST: \_\_\_\_\_  
RaNae Edwards  
City Clerk

**LIBRARY BOARD OF GRAND ISLAND**

Executed this 17th day of October, 2016

By: \_\_\_\_\_  
Alan Lepler, President

ATTEST: \_\_\_\_\_  
Edward Meedel, Secretary

Approved as to form:

\_\_\_\_\_  
Jack Zitterkopf  
Hall County Attorney

\_\_\_\_\_  
Jerry Janulewicz  
Grand Island City Attorney

RESOLUTION 2016-263

WHEREAS, the Interlocal Cooperation Act, NEB.REV.STAT. §13-801 et seq., provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, County and Library wish to enter into this interlocal agreement for the purpose of granting library use and privileges and for providing library cards to Hall County residents living outside the city limits of Grand Island, and

WHEREAS, Nebraska Revised Statute Sec. 51-208 authorizes the library board of any public city library to contract with the county board in which the library is located to furnish the use and privileges of its library to the inhabitants of such county to the extent and upon such terms as may be agreed upon.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement by and between the City of Grand Island, Grand Island Library Board and the County of Hall, Nebraska, for library services to the residents of Hall County is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney



# **City of Grand Island**

**Tuesday, October 25, 2016**

**Council Session**

## **Item G-12**

### **#2016-264 - Approving Bid Award for Portable Fire Training Tower and Burn Room**

**Staff Contact: Cory Schmidt, Fire Chief**

# **Council Agenda Memo**

**From:** Cory Schmidt, Fire Chief  
**Meeting:** October 25, 2016  
**Subject:** Training Tower Purchase  
**Presenter(s):** Tim Hiemer, Division Chief

## **Background**

On May 20, 2016 the Grand Island Fire Department was awarded a Department of Homeland Security grant in the amount of \$533,364, plus the local match of \$53,336 for a total of \$586,700. In the 2016-17 fire department capital budget, \$633,364 was requested and approved for a training tower and improvement to the land where the tower would be placed. No grant funds, either federal money or local match, can be used for the land improvement.

Requests for Proposal (RFP) were issued, received and opened on July 20, 2016, and evaluated.

The RFP to be awarded pending City Council approval amounts to \$585,127. The City's portion would be \$53,193.36.

## **Discussion**

The RFP listed six (6) criteria that would constitute the scoring matrix. The six (6) criteria were: Price, Warranty, Quality of materials, Flexibility of design, Understanding scope of work, and Qualifications and experience. Scores ranged from 79 to 277, with 66 points separating the top two scores. All proposals were evaluated and scored using afore mentioned criteria by the design committee. Although WHP Training Towers did not have the lowest price of the four proposals, WHP out scored all others proposals in quality, warranty, flexibility of design, and qualification and experience. WHP's design allows for the interior configuration to be easily changed, allowing for multiple training scenarios. Due to the flexibility of the training tower compared to the other proposals it is recommended to purchase the training tower from WHP for \$585,127.

## **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 approve the Resolution to purchase and assembly the training tower at Fire Station One for \$585,127.

### **Sample Motion**

Move to approve the resolution to purchase the training tower manufactured by WHP and assemble the tower at Fire Station One for the cost of \$585,127.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
PORTABLE FIRE TRAINING TOWER AND BURN ROOM**

**RFP DUE DATE:** July 20, 2016 at 4:00 p.m.

**DEPARTMENT:** Fire

**PUBLICATION DATE:** June 21, 2016

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY OF PROPOSALS RECEIVED**

**Fireblast Global**  
Corona, CA

**Kirila Fire Training Facilities**  
Brookfield, OH

**WHP Trainingtowers**  
Overland Park, KS

**American Fire Training Systems**  
Lemont, IL

cc: Cory Schmidt, Fire Chief  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Tim Hiemer, Division Chief  
Renae Griffiths, Finance Director

**P1896**



RESOLUTION 2016-264

WHEREAS, the Grand Island Fire Department was awarded a grant from the Department of Homeland Security for the purchase of a fire training tower; and

WHEREAS, Requests for Proposals (RFP) were issued, opened and rated; and

WHEREAS, WHP's proposal was chosen based on the grading matrix.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the purchase of the fire training tower from WHP of Overland Park, Kansas in the amount of \$585,127.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item G-13

**#2016-265 - Approving Change Order for Braun Ambulance**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Fire Chief Cory Schmidt  
**Meeting:** October 25, 2016  
**Subject:** Change Order for Braun Ambulance  
**Presenter(s):** Fire Division Chief Russ Blackburn

## **Background**

On November 24, 2015, by Resolution 2015-326, the City of Grand Island approved the purchase of a Braun Chief XL Chevy 4500 Type III ambulance in the 2015/2016 budget in the amount of \$218,540.

## **Discussion**

The intercom/hearing protection system in the original bid has been discontinued by the manufacturer; the new model intercom will increase the purchase amount by \$769.00 for a revised contract price of \$219,208.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Change Order to cover the \$769.00 increase in the purchase price of the ambulance because of the increased price of the new model intercom/ hearing protection system.

## **Sample Motion**

Move to approve the Change Order to cover the \$769.00 increase in the purchase price of the ambulance because of the increased price of the new model intercom/ hearing protection system.



**Supplier:**  
**North Central Ambulance Sales and Service**  
**18448 County Rd 9**  
**Lester Prairie MN 55354**

**Change Order No. 1**  
**Date of Issuance: 10/07/2016**  
**Contract Date: 12/16/2015**

Item No.	Description	Quantity	Units	Unit Price	Total Cost
CO-1	Intercom upgrade	1	1	\$769.00	\$ 769.00

**Total – Change Order No. 1** **\$ 769.00**

**Contractor Price Prior to Change Order** **\$ 218,540.00**  
**Net Increase/Decrease Resulting from this Change Order** **\$ 769.00**  
**Revised Contract Price Including this Change Order** **\$ 219,208.00**

**1) Description of Change(s) to be Made**

**Intercom upgrade.**

**2) Reason(s) for Ordering Change**

**The Intercom quoted in the original quote was no longer available.**

**Approval Recommended:**

By

  
**Cory Schmidt, Fire Chief**


Date

10-20-16

**The Above Change Order Accepted:**

NORTH CENTRAL AMBULANCE SALES  
**Supplier**

By

  
Date 10-20-16

**Approved for the City of Grand Island:**

By

**Jeremy L. Jensen, Mayor**

Attest

**RaNae Edwards, City Clerk**

Date

RESOLUTION 2016-265

WHEREAS, on November 24, 2015, by Resolution 2015-326, the City of Grand Island approved the purchase of a Braun Chief XL Chevy 4500 Type III ambulance in the 2015/2016 budget in the amount of \$218,540; and

WHEREAS, it has been determined that modifications to the ambulance were needed to upgrade the intercom system the work to be performed by North Central Ambulance Sales and Service are necessary; and

WHEREAS, such modifications have been incorporated into the Change Order; and

WHEREAS, the result of such modifications will increase the contract amount by \$769.00 for a revised contract price of \$219,208.00.

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 between the City of Grand Island and North Central Ambulance Sales and Service of Lester Prairie, Minnesota, to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney



# **City of Grand Island**

**Tuesday, October 25, 2016**

**Council Session**

## **Item G-14**

### **#2016-266 – Approving Vital Sign Monitor and Cardiac Defibrillator Maintenance Contract**

**Staff Contact: Cory Schmidt, Fire Chief**

# **Council Agenda Memo**

**From:** Fire Chief Cory Schmidt

**Meeting:** October 25, 2016

**Subject:** Vital Sign Monitor and Cardiac Defibrillator  
Maintenance Contract

**Presenter(s):** Fire Division Chief Russ Blackburn

## **Background**

In the 2016-2017 City Capital Budget the City Council approved the purchase of six new LifePak 15 vital sign monitor and cardiac defibrillators. State regulations of Emergency Medical Services mandate that equipment on ambulances be maintained according to manufacturer's recommendations. Physio Control's recommendation is their yearly inspection and maintenance program.

## **Discussion**

With the purchase and implementation of the LifePak 15s, the LifePak 12s have been removed from service. This resolution is to end the Physio Control maintenance contract on the LifePak 12s and create a maintenance contract on the LifePak 15s for four years that will start after the one year warranty on the new monitors. The refund from the termination of the LifePak 12 maintenance contract will be applied to the LifePak 15 maintenance contract. By signing the maintenance contract within 60 days of purchase we receive a 15% discount on supplies purchased through Physio Control. The contract will cost \$30,192.00 for four years of on-site preventative maintenance.

## **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 four year maintenance contract with Physio Control for the maintenance of the LifePak 15 vital sign monitor and cardiac defibrillators at a total cost of \$30,192.00.

### **Sample Motion**

Move to approve the four year maintenance contract with Physio Control for the maintenance of the LifePak 15 vital sign monitor and cardiac defibrillators at a total cost of \$30,192.00.





**Physio-Control, Inc**  
11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A.  
www.physio-control.com  
tel 800.442.1142  
fax 800.732.0956

To Russ Blackburn  
GRAND ISLAND FD  
100 E FIRST ST  
GRAND ISLAND, NE 68802  
3083799915  
[rblackburn@grand-island.com](mailto:rblackburn@grand-island.com)

Quote Number 00055620  
Revision # 1  
Created Date 10/7/2016  
Sales Consultant Ryan From  
FOB Redmond, WA  
Terms All quotes subject to credit approval and the following terms and conditions  
NET Terms NET 30

Expiration Date 1/5/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
50999-000120	Zone4: (101 to 150Mi) or (162 to 242Km)	1.00	394.00	0.00	394.00	394.00
LP15-OSPMSIRP-4-POS	LIFEPAK 15 Service - 4 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. Annual Payments.	6.00	5,920.00	-888.00	5,032.00	30,192.00

Subtotal USD 30,586.00  
Estimated Tax USD 0.00  
Estimated Shipping & Handling USD 0.00

---

Grand Total USD 30,586.00

**Pricing Summary Totals**  
List Price Total USD 35,914.00  
Total Contract Discounts Amount USD -5,328.00  
Total Discount USD 0.00  
Trade In Discounts USD 0.00  
Tax + S&H USD 0.00

**GRAND TOTAL FOR THIS QUOTE**  
USD 30,586.00

Quote Number: 00055620

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number RF/00558202/113360

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio 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 an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio 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 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Service Plans.**

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

**Service Plans.** Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

**Pricing.** If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

**Device Inspection Before Acceptance.** All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

**Unavailability of Covered Equipment.** If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

**Unscheduled or Uncovered Services.** If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**Loaners.** If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request. Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

**No Solicitation.** During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

Quote Number: 00055620

RESOLUTION 2016-266

WHEREAS, in the 2016-2017 City Capital Budget the City Council approved the purchase of six new LifePak 15 vital sign monitor and cardiac defibrillators; and

WHEREAS, state regulations of Emergency Medical Services mandate that equipment on ambulances be maintained according to manufacturer's recommendations; and

WHEREAS, Physio Control's recommendation is their yearly inspection and maintenance program; and

WHEREAS, by signing the maintenance contract within 60 days of purchase we receive a 15% discount on supplies purchased through Physio Control.

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 approve the Physio Control LifePak15 four year maintenance contract at a total cost of \$30,192.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item I-1

**#2016-267 - Consideration of Approving Changes to Speed Limit  
Resolution No. 2010-171**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** October 25, 2016

**Subject:** Consideration of Approving Changes to Speed Limit Resolution No. 2010-171

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

Nebraska State Statute sets speed limits within municipalities as:

- 20 mph within the Central Business District
- 25 mph on residential streets

Speed limits on City streets that are set by state statute can be modified by resolution of the City Council. Modifications to speed limits are to be completed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

## **Discussion**

The Engineering Division of the Public Works Department completed a review of speed limits for the community and is bringing forth recommendations for City Council consideration to make the following changes.

<b>STREET</b>	<b>FROM</b>	<b>TO</b>	<b>LIMIT</b>
Abbott Road	Quandt Road	Approximately <del>1/2 mile</del> 3,300 feet east of Quandt Road (city limit)	50
<del>Airport Road</del>	Approximately 780 feet west of Webb Road (city limits)	Webb Road (city limits)	50
<del>Airport Road</del>	U.S. Highway 281	Approximately 480 feet east of U.S. Highway 281 (city limits)	50
Airport Road	Shady Bend Road	Approximately <del>1/2 mile</del> 3,300 feet east of Shady Bend Road (east city limits)	50
Bismark Road	Stuhr Road	<del>400</del> Approximately 3,800 feet east of Stuhr Road (city limit)	45

STREET	FROM	TO	LIMIT
Blaine Street	Approximately ½ mile south of Wildwood Drive West (city limits)	Schimmer Drive West (city limits)	50
Blaine Street	Wood River Diversion Ditch/Bike Trail (city limits)	U.S. Highway 34	45
Blaine Street	Stolley Park Road	Old Potash Highway/Old Lincoln Highway	30
Broadwell Avenue	Nebraska Highway 2 (city route)	<del>¼ mile north of Roberts Street (north city limits)</del> U.S. Highway 281 (city limits)	45
Capital Avenue	North Road	<del>Carleton Avenue</del> NE Central Railroad Tracks (approximately 1,740 feet east of St. Paul Road)	<del>45</del> 40
<del>Capital Avenue</del>	<del>Carleton Avenue</del>	<del>NE Central Railroad Tracks (approximately 1,740 feet east of St. Paul Road)</del>	<del>35</del>
Engleman Road	Husker Highway (city limits)	Approximately 400 feet north of North Lane (city limits)	45
Engleman Road	½ mile south of Old Potash Highway (city limits)	Approximately 660 feet south of Old Potash Highway (city limits)	45
Engleman Road	<del>Approximately 200 feet south of Lariat Lane (city limits)</del>	Capital Avenue	45
Engleman Road	Capital Avenue	<del>Approximately 1,000 feet north of Michigan Avenue (city limits)</del>	<del>40</del> 45
Faidley Avenue	North Road	Diers Avenue	40
Faidley Avenue	<del>U.S. Highway 281</del> Diers Avenue	Webb Road	35
Husker Highway	Schroeder Avenue	<del>¼ mile east of North Road (city limits)</del> U.S. Highway 281	40
<del>Husker Highway</del>	<del>Prairieview Street</del>	U.S. Highway 281	40
<del>Independence Avenue</del>	<del>Capital Avenue</del>	<del>Nebraska Highway 2</del>	35
Locust Street	Approximately 1,200 feet north of Interstate 80 (city limits)	Wood River Floodway	55
Locust Street	Wood River Floodway <del>(south city limits)</del>	U.S. Highway 34	45

- 2 -

STREET	FROM	TO	LIMIT
Old Lincoln Highway	<del>Garfield Street</del> Custer Avenue	Broadwell Avenue	30
Old Potash Highway	<del>540</del> 1,500 feet west of Arapahoe Avenue (west city limits)	Kaufman Avenue	45
Schimmer Drive	½ mile west of U.S. Highway 281 (west city limits)	<del>230 feet east of Scheel Road</del> Blaine Street (east city limits)	40
Shady Bend Road	50 feet north of Arabian Circle (city limits)	<del>Broneo Road (city limits)</del> 231 feet south of Gregory Avenue	45
<del>Shady Bend Road</del>	<del>Approximately ½ mile north of Bismark Road (city limits)</del>	<del>880 feet south of Gregory Avenue (city limits)</del>	<del>45</del>
Shady Bend Road	231 feet south of Gregory Avenue (city limits)	<del>300 feet north of Shady Bend Way Union Pacific Railroad Right-of-Way (city limits)</del>	35
<del>Shady Bend Road</del>	<del>350 feet north of U.S. Highway 30 (city limits)</del>	<del>Union Pacific Railroad Right-of-Way (city limits)</del>	<del>35</del>
State Street	North Road	<del>Ebony Lane</del> Moores Creek	<del>45</del> 40
State Street	<del>Ebony Lane</del> Moores Creek	<del>U.S. Highway 281</del> Webb Road	35
Stolley Park Road	U.S. Highway 30	<del>North Road</del> U.S Highway 281	45
<del>Stolley Park Road</del>	<del>North Road</del>	<del>U.S. Highway 281</del>	<del>45</del>
Stolley Park Road	U.S. Highway 281	<del>Fonner Park/Heartland Events Center Entrance (approximately ½ mile east of Locust Street)</del> Stuhr Road	35
<del>Stolley Park Road</del>	<del>Fonner Park/Heartland Events Center Entrance (approximately ½ mile east of Locust Street)</del>	<del>Stuhr Road</del>	<del>45</del>
Thirteenth Street	910 feet west of Branding Iron Lane (west city limits)	Cedar Ridge Court	<del>45</del> 40
Thirteenth Street	Cedar Ridge Court	<del>U.S. Highway 281</del> Webb Road	35
U.S. Highway 30	East Intersection with Old Highway 30	<del>Grant Street</del> Greenwich Street	35

STREET	FROM	TO	LIMIT
U.S. Highway 30 (2nd Street)	Broadwell Avenue	Greenwich Street	30
U.S. Highway 30 (1st Street and 2nd Street)	Sycamore Street	<del>1,500 feet west of Willow Street Public Safety Drive</del>	35
U.S. Highway 30	<del>1,500 feet west of Willow Street Public Safety Drive</del>	2,500 feet west of Shady Bend Road	45
U.S. Highway 30	2,500 feet west of Shady Bend Road	<del>270 feet west of</del> Shady Bend Road (east city limits)	50
U.S. Highway 34 (Husker Highway)	Wortman Drive (Begin NDOR jurisdiction)	Blaine Street (End NDOR jurisdiction)	50
U.S. Highway 34 (Husker Highway)	Blaine Street	<del>Approximately 1/2 mile west of Locust Street (city limits) (End of NDOR jurisdiction)</del> Approximately 1/4 mile west of Locust Street (DeAnn Road)	50
<del>U.S. Highway 34 (Husker Highway)</del>	<del>Approximately 1/2 mile west of Locust Street (city limits)</del>	<del>Approximately 1/4 mile west of Locust Street (DeAnn Road)</del>	<del>50</del>
U.S. Highway 281	Approximately 875 feet west of north Webb Road intersection (city limits)	North Webb Road intersection (city limits)	55
U.S. Highway 281	Approximately 2,440 feet west of Broadwell Avenue (city limits)	Broadwell Avenue (city limits)	55
Webb Road	900 feet south of the north intersection with U.S. Highway 281 (city limits)	<del>240 feet south</del> 210 feet north of the north intersection with U.S. Highway 281 (city limits)	40
Wildwood Drive	1/4 mile west of Blaine Street (city limits)	Locust Street South	55

#### OTHER SPEED ZONES:

The speed limit for all alleys within the downtown Congested Parking Area as defined in Section 13-17 of the Grand Island City Code shall be 10 miles per hour.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council pass a resolution making the speed limit adjustments recommended by the Engineering Division of the Public Works Department.

## **Sample Motion**

Move to approve the speed limit changes.

# RESOLUTION 2016-267

WHEREAS, the City Council, by authority of Section 22-51 of the Grand Island City Code, may by resolution, establish speed limits upon the streets of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that speed limits within the City of Grand Island are established as follows:

STREET	FROM	TO	LIMIT
Abbott Road	½ mile west of Sky Park Road (city limit)	Sky Park Road	50
Abbott Road	Quandt Road	Approximately <del>½ mile</del> 3,300 feet east of Quandt Road (city limit)	50
Adams Street	Stolley Park Road	Anna Street	30
Airport Road	Approximately 780 feet west of Webb Road (city limits)	Webb Road (city limits)	50
Airport Road	U.S. Highway 281	Approximately 480 feet east of U.S. Highway 281 (city limits)	50
Airport Road	¼ mile west of Sky Park Road (city limits)	Sky Park Road	55
Airport Road	Shady Bend Road	Approximately <del>½ mile</del> 3,300 feet east of Shady Bend Road (east city limits)	50
Anna Street	Blaine Street	Locust Street	30
Bismark Road	Vine Street	Stuhr Road	30
Bismark Road	Stuhr Road	<del>400</del> Approximately 3,800 feet east of Stuhr Road (city limit)	45
Blaine Street	Approximately ½ mile south of Wildwood Drive West (city limits)	Schimmer Drive West (city limits)	50
Blaine Street	Wood River Diversion Ditch/Bike Trail (city limits)	U.S. Highway 34	45
Blaine Street	U.S. Highway 34	Stolley Park Road	35
Blaine Street	Stolley Park Road	Old Potash Highway/Old Lincoln Highway	30

Approved as to Form ☐ \_\_\_\_\_  
June 18, 2010 ☐ City Attorney

STREET	FROM	TO	LIMIT
Broadwell Avenue	Anna Street	Prospect Avenue	30
Broadwell Avenue	Prospect Avenue	Nebraska Highway 2 (city route)	35
Broadwell Avenue	Nebraska Highway 2 (city route)	<del>¼ mile north of Roberts Street (north city limits)</del> U.S. Highway 281 (city limits)	45
Capital Avenue	Engleman Road	North Road	35
Capital Avenue	North Road	<del>Carleton Avenue NE Central Railroad Tracks (approximately 1,740 feet east of St. Paul Road)</del>	<del>45</del> 40
<del>Capital Avenue</del>	<del>Carleton Avenue</del>	<del>NE Central Railroad Tracks (approximately 1,740 feet east of St Paul Road)</del>	<del>35</del>
Capital Avenue	NE Central Railroad Tracks (approximately 1,740 feet east of St Paul Road)	Sky Park Road	45
Capital Avenue	Sky Park Road	½ mile east of Sky Park Road (city limits)	50
Cherry Street	Bismark Road	Sutherland Street	30
Concord Street	Diers Avenue	370 feet north of Diers Avenue	30
Custer Avenue	Old Lincoln Highway/Old Potash Highway	Capital Avenue	30
Diers Avenue	Old Potash Highway	Capital Avenue	30
Eddy Street	Fourth Street	State Street	30
Engleman Road	Husker Highway (city limits)	Approximately 400 feet north of North Lane (city limits)	45
<del>Engleman Road</del>	½ mile south of Old Potash Highway (city limits)	Approximately 660 feet south of Old Potash Highway (city limits)	<del>45</del>
Engleman Road	Approximately 200 feet south of Lariat Lane (city limits)	Capital Avenue	45
Engleman Road	Capital Avenue	Approximately 1,000 feet north of Michigan Avenue (city limits)	<del>40</del> 45

STREET	FROM	TO	LIMIT
Faidley Avenue	North Road	Diers Avenue	40
Faidley Avenue	<del>U.S. Highway 281</del> Diers Avenue	Webb Road	35
Faidley Avenue	Webb Road	Custer Avenue	30
Fonner Park Road	South Locust Street	Stuhr Road	35
Fourth Street	Sycamore Street	Plum Street	25
Fourth Street	Plum Street	Beal Street	30
Fourth Street	Beal Street	Taft Street	35
Fourth Street	Taft Street	Seventh Street	45
Gold Core Road	Wildwood Drive	Schimmer Drive	40
Husker Highway	U.S. Highway 30	Schroeder Avenue	50
Husker Highway	Schroeder Avenue	<del>1/4 mile east of North Road (city limits)</del> U.S. Highway 281	40
Husker Highway	Prairieview Street	U.S. Highway 281	40
Independence Avenue	Capital Avenue	Nebraska Highway 2	35
Juergen Road	Wildwood Drive	Schimmer Drive	30
Locust Street	Approximately 1,200 feet north of Interstate 80 (city limits)	Wood River Floodway	55
Locust Street	Wood River Floodway ( <del>south city</del> limits)	U.S. Highway 34	45
Locust Street	U.S. Highway 34	Stagecoach Road	40
Locust Street	Stagecoach Road	Stolley Park Road	35
Locust Street	Stolley Park Road	Charles Street	30
Locust Street	Charles Street	First Street	25

STREET	FROM	TO	LIMIT
Nebraska Highway 2	½ mile west of Independence Avenue (west city limits)	1,200 feet west of Diers Avenue	55
Nebraska Highway 2	1,200 feet west of Diers Avenue	100 feet west of O’Flannagan Street	50
Nebraska Highway 2 – City Route	100 feet west of O’Flannagan Street	Broadwell Avenue	50
North Road	Husker Highway	Stolley Park Road	35
North Road	Old Highway 30	U.S. Highway 30	35
North Road	U.S. Highway 30	Old Potash Highway	45
North Road	Old Potash Highway	Nebraska Highway 2	40
Old Lincoln Highway	<del>Garfield Street</del> Custer Avenue	Broadwell Avenue	30
Old Highway 30	West intersection with U.S. Highway 30	Webb Rod	45
Old Highway 30	Webb Road	East intersection with U.S. Highway 30	35
Old Potash Highway	<del>540</del> 1,500 feet west of Arapahoe Avenue (west city limits)	Kaufman Avenue	45
Old Potash Highway	Kaufman Avenue	Custer Avenue	35
Quandt Road	Abbott Road	¼ mile north of Abbott Road	50
Schimmer Drive	½ mile west of U.S. Highway 281 (west city limits)	<del>230 feet east of Scheel Road</del> Blaine Street (east city limits)	40
Second Street	Webb Road	Ada Street	35
Seedling Mile Road	½ mile west of Museum Drive	Shady Bend Road	35
Seedling Mile Road	Shady Bend Road	Approximately ¼ mile east of Shady Bend Road (east city limits)	45

STREET	FROM	TO	LIMIT
Shady Bend Road	50 feet north of Arabian Circle (city limits)	<del>Bronco Road (city limits)</del> 231 feet south of Gregory Avenue	45
<del>Shady Bend Road</del>	<del>Approximately 1/2 mile north of Bismark Road (city limits)</del>	880 feet south of Gregory Avenue (city limits)	<del>45</del>
Shady Bend Road	231 feet south of Gregory Avenue (city limits)	<del>300 feet north of Shady Bend Way Union Pacific Railroad Right-of-Way (city limits)</del>	35
<del>Shady Bend Road</del>	<del>350 feet north of U.S. Highway 30 (city limits)</del>	<del>Union Pacific Railroad Right-of-Way (city limits)</del>	<del>35</del>
Shady Bend Road	1,910 feet north of Capital Avenue	Airport Road	55
Sky Park Road	Seventh Street	Capital Avenue	45
Sky Park Road	Capital Avenue	Twin Star Lane	55
Sky Park Road	Twin Star Lane	Gulf Stream Drive	45
Sky Park Road	Gulf Stream Drive	White Cloud Road	55
State Street	North Road	<del>Ebony Lane Moores Creek</del>	<del>45</del> 40
State Street	<del>Ebony Lane Moores Creek</del>	<del>U.S. Highway 281 Webb Road</del>	35
Stolley Park Road	920 feet west of Freedom Drive (west city limits)	U.S. Highway 30	50
Stolley Park Road	U.S. Highway 30	<del>North Road U.S Highway 281</del>	45
<del>Stolley Park Road</del>	<del>North Road</del>	<del>U.S. Highway 281</del>	<del>45</del>
Stolley Park Road	U.S. Highway 281	<del>Fonner Park/Heartland Events Center Entrance (approximately 1/2 mile east of Locust Street) Stuhr Road</del>	35
<del>Stolley Park Road</del>	<del>Fonner Park/Heartland Events Center Entrance (approximately 1/2 mile east of Locust Street)</del>	Stuhr Road	45
Stuhr Road	270 feet south of the north intersection with Stolley Park Road (south city limits)	Fonner Park Road	45

STREET	FROM	TO	LIMIT
Stuhr Road	Fonner Park Road	U.S. Highway 30	35
Sycamore Street	Fourth Street	Capital Avenue	30
Thirteenth Street	910 feet west of Branding Iron Lane (west city limits)	Cedar Ridge Court	<del>45</del> 40
Thirteenth Street	Cedar Ridge Court	<del>U.S. Highway 281</del> Webb Road	35
U.S. Highway 30	Husker Highway	Johnstown Road	55
U.S. Highway 30	Johnstown Road	East Intersection with Old Highway 30	45
U.S. Highway 30	East Intersection with Old Highway 30	<del>Grant Street</del> Greenwich Street	35
<del>U.S. Highway 30 (2nd Street)</del>	<del>Grant Street</del>	<del>Broadwell Avenue</del>	<del>35</del>
<del>U.S. Highway 30 (2nd Street)</del>	<del>Broadwell Avenue</del>	<del>Greenwich Street</del>	<del>30</del>
U.S. Highway 30 (eastbound) / Greenwich Street	Second Street	First Street	30
U.S. Highway 30 (1st Street and 2nd Street)	Greenwich Street	Eddy Street	30
U.S. Highway 30 (1st Street and 2nd Street)	Eddy Street	Sycamore Street	25
U.S. Highway 30 (1st Street and 2nd Street)	Sycamore Street	<del>1,500 feet west of Willow Street</del> Public Safety Drive	35
U.S. Highway 30	<del>1,500 feet west of Willow Street</del> Public Safety Drive	2,500 feet west of Shady Bend Road	45
U.S. Highway 30	2,500 feet west of Shady Bend Road	<del>270 feet west of</del> Shady Bend Road (east city limits)	50
U.S. Highway 34 (Husker Highway)	U.S. Highway 281	Wortman Drive (city limits)	45

STREET	FROM	TO	LIMIT
U.S. Highway 34 (Husker Highway)	Wortman Drive (Begin NDOR jurisdiction)	Blaine Street ( <del>End NDOR jurisdiction</del> )	50
U.S. Highway 34 (Husker Highway)	Blaine Street	<del>Approximately 1/2 mile west of Locust Street (city limits) (End of NDOR jurisdiction)</del> Approximately 1/4 mile west of Locust Street (DeAnn Road)	50
<del>U.S. Highway 34 (Husker Highway)</del>	<del>Approximately 1/2 mile west of Locust Street (city limits)</del>	<del>Approximately 1/4 mile west of Locust Street (DeAnn Road)</del>	<del>50</del>
U.S. Highway 34 (Husker Highway)	Approximately 1/4 mile west of Locust Street (DeAnn Road)	1/4 mile east of Locust Street (east city limits)	45
U.S. Highway 34/281	Milepost No. 228.91 (1/4 mile south of Wildwood Drive)	Milepost No. 231.16 (Husker Highway)	55
U.S. Highway 281	Milepost No. 67.6 (Husker Highway)	Milepost No. 68.1 (south intersection with Webb Road)	55
U.S. Highway 281	Milepost No. 68.1 (south intersection with Webb Road)	Milepost 68.9 (UPRR and Old Hwy 30 Overpass)	50
U.S. Highway 281	Milepost No. 68.9 (UPRR and Old Hwy 30 Overpass)	Milepost No. 72 (NE Highway 2)	45
U.S. Highway 281	Approximately 875 feet west of north Webb Road intersection (city limits)	North Webb Road intersection (city limits)	55
U.S. Highway 281	Approximately 2,440 feet west of Broadwell Avenue (city limits)	Broadwell Avenue (city limits)	55
Walnut Street	Charles Street	First Street	30
Webb Road	South Intersection with U.S. Highway 281	Nebraska Highway 2 (city route)	35
Webb Road	Nebraska Highway 2 – city route	1,410 feet north of Nebraska Highway 2 – city route (city limits)	40



STREET	FROM	TO	LIMIT
Webb Road	900 feet south of the north intersection with U.S. Highway 281 (city limits)	<del>240 feet south</del> 210 feet north of the north intersection with U.S. Highway 281 (city limits)	40
White Cloud Road	Sky Park Road	2,060 feet east of Sky Park Road (city limits)	50
Wildwood Drive	380 feet west of Elk Drive (west city limits)	610 feet east of Gold Core Drive (city limits)	45
Wildwood Drive	<del>1/4 mile west of Blaine Street (city limits)</del>	<del>Locust Street South</del>	<del>55</del>

**OTHER SPEED ZONES:**

The speed limit for all alleys within the downtown Congested Parking Area as defined in Section 13-17 of the Grand Island City Code shall be 10 miles per hour.

BE IT FURTHER RESOLVED, that this resolution supercedes any and all other resolutions establishing or amending speed limits for the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item I-2

**#2016-268 - Consideration of Approving Animal Control Contract  
with the Central Nebraska Humane Society**

Staff Contact: Stacy Nonhof, Assistant City Attorney

# **Council Agenda Memo**

**From:** Stacy R. Nonhof, Assistant City Attorney

**Meeting:** October 25, 2016

**Subject:** Animal Control Contract with the Central Nebraska Humane Society

**Presenter(s):** Stacy R. Nonhof, Assistant City Attorney

## **Background**

The City of Grand Island has a contract with the Central Nebraska Humane Society (CNHS) for providing Animal Control and Pet Licensing services for the City. This contract is set to expire at midnight on October 31, 2016. With the knowledge that the current contract is about to expire, the City advertised for proposals in July 2016. Only one proposal, from the Central Nebraska Humane Society, was received.

## **Discussion**

Pursuant to City Code, the proposal of the Central Nebraska Humane Society was evaluated and contract negotiations were begun. City Administration and the CNHS have reached a mutual agreement. The CNHS will continue to provide Animal Control and Pet Licensing services for the City with no interruption of service.

The new contract is a yearly contract with automatic renewals. This contract may be terminated, or now renewed, upon 90 days notice to the other party. The contract price is a flat fee of \$370,000.00. The CNHS will continue to enforce City Code as it pertains to animals. The CNHS will continue to license pets but the City will be responsible for collecting license fees from area veterinarians. The City will now be issuing pet licenses. Hours of operation and fees were updated to reflect actual needs and costs. The CNHS will provide annually a complete copy of their audit to the City for the City's review.

The CNHS will now be required to have just two animal control officers employed full-time along with only one vehicle being required. The Priority One calls have been modified to reduce the number of after-hours call-outs. Changes to the Fee Schedule will be also need to be made to reflect the changes and needs of this contract.

## **Alternatives**

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

1. Move to approve
2. Move to deny

## **Recommendation**

City Administration recommends that the Council approve the contract with the Central Nebraska Humane Society.

## **Sample Motion**

Move to approve the contract with the Central Nebraska Humane Society.

## AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, ~~October, 2009~~  
b2016, ~~by~~ and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as the “City” and the CENTRAL NEBRASKA HUMANE SOCIETY, INC., a Non-Profit Corporation, hereinafter referred to as the “CNHS”.

### ARTICLE I. STATEMENT OF PURPOSE

This Agreement will set forth the terms and conditions under which the “CNHS” shall administer and enforce the ordinances of the City pertaining to animals in accordance with the ~~parties-party’s~~ mutual objectives and principles. This Agreement will address the sheltering, care, and disposition of such animals. It is agreed that ~~the~~ humane treatment of animals, protection of the public ~~are the paramount concerns and~~ compliance with the law ~~are~~is the primary objectives of enforcement. ~~Education of the public is the principal tool to be utilized to accomplish the purposes of this Agreement.~~

### ARTICLE II. TERM OF AGREEMENT

This Agreement shall take effect on November 1, 2016, upon its approval by the City Council and execution by the Mayor and shall continue in full force and effect for a term of one year (the “initial term”) unless until earlier terminated by either party. ~~The Upon expiration of the~~ initial term, ~~this agreement shall of this agreement is for one year and will be~~ -automatically extended for successive terms of one year each commencing on ~~renew on the following~~ October 1 unless terminated by either party. It is specifically agreed and understood that either party shall have the right to terminate this Agreement at

any time by giving the other party ninety (90) days written notice in advance of the termination date. ~~with a increase based on Municipal Price Index and the Consumer Price Index.~~

### ARTICLE III. CNHS DUTIES

In the performance of this Agreement, the CNHS shall have the following duties:

A) The CNHS shall furnish, maintain and operate an animal control shelter with equipment, supplies and facilities to be utilized in connection with the CNHS's performance of this Agreement. The CNHS ~~and City~~ shall respond and investigate complaints of violations of Chapter 5 of the Grand Island City Code (hereinafter referred to as "the Code") in a professional and efficient manner and shall endeavor to educate citizens regarding the City's Animal Ordinances, the humane treatment of animals, and the reasons for their ~~ir respective~~ applicable policies and actions in the course of daily contact with the public.

B) Animal Control shall remain open during all normal business hours of the CNHS which are hereby defined as Monday through Friday from 10:00 a.m. to 6:00 p.m., Saturday from 10:00 a.m. to 5:00 p.m. and Sunday from 1:00 p.m. to 5:00 p.m. excluding the following holidays as observed by the City of Grand Island:

- 1) New Year's Day – January 1
- 2) Memorial Day – Last Monday in May
- 3) Independence Day – July 4
- 4) Labor Day – First Monday in September
- 5) Veteran's Day – November 11
- 6) Thanksgiving Day – Fourth Thursday in November
- 7) Day after Thanksgiving Day
- 8) Christmas Day – December 25

For those holidays which shall fall on a weekend, the Animal Control shall also be closed on the day of observation by the City as well as the holiday itself. Due to lack of

business at the CNHS, Animal Control shall be closed on the following holiday not observed by the City of Grand Island: Easter Sunday.

C) The CNHS shall maintain its business telephone and records at the animal control shelter and shall provide all services in the ordinary course of business in a courteous and efficient manner.:-

D) The CNHS shall employ at least two (2) full time officers, provide one (1) vehicle, three (3) night-drop kennels, and employ such additional personnel as is necessary to fulfill the requirements of this contract and providing services in the administration and enforcement of the Code pertaining to animals within the city limits of Grand Island. At least one (1) Animal Control Officer shall be on duty during all business hours of the -CNHS. Animal Control Officer hours shall be the same as the hours that the CNHS is open for business. An Animal Control Officer shall be on-call for Priority One calls at all times that the Animal Control Officer is not regularly scheduled. Priority One calls are detailed in Exhibit "A" to this Contract. The name and telephone number of said on-call Animal Control Officers shall be maintained with the Communication Center. The CNHS will notify the City of any changes of scheduled Animal Control Officer hours at least ten (10) days prior to any change. No reduction in the number of scheduled hours will be made without the consent of the City.:-

E) The CNHS will provide employees and equipment on standby for emergency services such as bite cases, ill/injured animal cases, dangerous or vicious animals as defined by the Code, picking up and transporting animals that have been confined, and bite/rabies investigation during normal business hours. Any services provided after hours

will be a separate fee as listed on the City of Grand Island Fee Schedule paid by the owner of said animal.

F) Animal Control Officers shall investigate, during normal business hours, complaints concerning violations of the Code and shall take such steps as are necessary to administer and enforce said ordinances.

G) During business hours, the CNHS shall collect and dispose of all deceased animals except domestic livestock found upon City streets, alleys, avenues or other property owned by or controlled by the City weighing seventy-five (75) pounds or less. The CNHS will coordinate with the City's Public Works Department, specifically the Streets Division, for the removal of deceased animals larger than seventy-five (75) pounds or the CNHS equipment capacity.

H) During regular business hours, the CNHS shall collect and remove domestic animals and other animals ~~under 75~~ found running at large within the corporate limits of the City and, at the discretion of the Animal Control Officer, return such animals to their owners, issue a citation or impound and care for such animals in a humane manner.

I) Upon reasonable advance notice, the City may audit the records of CNHS regarding animal control.

J) The CNHS shall retain all fees collected from the impounding, boarding, observation, adoption and redemption or sale of animals found within the corporate limits of the City. Animals held by the CNHS, in its capacity of Animal Control, at the direction of the City for a period in excess of twenty (20) calendar days, shall incur a fee of \$20.00 per day per animal beginning upon day twenty-one (21), which the CNHS shall bill monthly to the City, and the Ccity shall remit payment therefore within thirty (30) days



after legal proceedings have been concluded, or surrender of the animal(s) occurs. [It is agreed that this fee will not apply to instances where an animal is being held for rabies observation.](#)

K) The CNHS shall provide adoption services pursuant to its published policies, procedures and mission statement, [and in compliance with any applicable holding requirement contained within the Code.](#)

L) Animal Control Officers shall be empowered to issue written citations in connection with the performance of their duties and refer complaints and requests for prosecution for violations of the Code to the City Attorney, or their designee.

M) The CNHS shall maintain written policies and procedures with respect to its performance of this Agreement, a current copy of which shall be maintained on file with the City Clerk. A current set of written policies and procedures is attached hereto as Exhibit “B” and made a part hereof by reference. All future amendments to the written policies and procedures shall be submitted to the Grand Island City Administrator for his/her comment and input at least thirty (30) days prior to implementation except in instances of an emergency.

N) The CNHS shall maintain a published list of charges for all of its services and products; a current copy of which shall be maintained with the City Clerk. A current copy of charges for services and products is attached hereto as Exhibit “C” and made a part hereof by reference. All future amendments to the list of charges shall be submitted to the City Administrator for his/her comment and recommendations at least thirty (30) days prior to their implementation except in instances of an emergency.

O) The CNHS shall collect all fees in connection with its performance of this Agreement, and maintain complete financial records concerning its receipts and expenditures in connection with the performance of this Agreement and shall provide copies of current financial statements pertaining to Animal Control to the City upon request, but not less than annually. Upon request, the CNHS will make all of their financial records concerning the performance of this Agreement available to the City for review or audit.

P) The CNHS shall file ~~annual~~ quarterly activity reports with the City Administrator concerning its activity in connection with its performance of this Agreement. Specific requirements for the quarterly report are set forth in Exhibit “D” Attachment A. The CNHS will each year, during the month of May, prepare an annual report and then present that report to the Grand Island City Council at the discretion of City Administration.

Q) The CNHS and the City shall maintain for a period of two (2) years, written records of citizen complaints of a significant nature relating to animals and the operations of Animal Control within the corporate limits of the City. Copies of complaints shall be sent to the ~~e-Mayor or~~ City Administrator when received at the CNHS. Complaints received by the City will be reviewed by the City Administrator and brought to the attention of the CNHS when deemed appropriate. ~~Copies of complaints shall be sent to the Executive Director or Lead Animal Control Officer when received at “City”.~~

R) The CNHS shall impound all animals which have bitten or are suspected of biting any person for the number of days required by the Code and State Statutes in order that

such animal may be observed for rabies. The CNHS shall report all bites to the ~~City Attorney.~~ Central District Health Department within five (5) days and shall file copies of any medical reports it receives in connection with suspected bites with the said department. The Central District Health Department shall be the ultimate responsible agency for rabies control.

S) The CNHS shall purchase and maintain during the term of this Agreement, or its renewals, insurance providing the following coverage and shall file certificates of insurance with the City Clerk:

(1) Employee's liability and Workmen's Compensation Insurance if required by laws of the State of Nebraska.

(2) Automobile public liability and property damage insurance with minimum limits of \$1,000,000 single limit.

(3) Public liability insurance, including premises insurance for the animal shelter, with minimum limits of \$1,000,000 single limit and the City shall be listed as an additional named insured. Said certificates of insurance shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

T) The CNHS agrees to refrain from performing the function of animal control or performing the duties set forth in this Agreement for any other jurisdiction or political subdivision until such time as the CNHS has written agreements with such other entity. The CNHS shall maintain on file with the Grand Island City Clerk current copies of its written Agreements with other jurisdictions or political subdivisions.

U) The CNHS shall annually deliver to the City a complete copy of the annual audit/financial review of the CNHS. The CNHS shall deliver this to the City within thirty (30) days of completion and receipt by the CNHS.

#### ARTICLE IV. DUTIES OF CITY

In the performance of this Agreement, the City shall have the following duties:

- A) The City shall cooperate with the CNHS whenever necessary to aid in the enforcement and administration of the Code. The City shall designate a member of the Grand Island City Council to liaison with the Board of Directors of the CNHS in connection with the duties of this contract, ~~including law enforcement assistance by the Grand Island Departments; Police Legal and Street Department.~~
- B) The Communication Center will receive telephone calls concerning violations of the Code at all times. The Animal Control Officer will only respond to after-hours calls if they are defined as Priority One calls as defined on Exhibit "A" ~~the addendum to this Agreement.~~
- C) During the term of this Agreement, the City shall pay to the CNHS the amounts authorized by the Mayor and City Council as shown in its adopted budgeted statements and annual appropriation ordinances. The total contract price-In addition to the fees and charges to be retained by CNHS as provided in Article III above, for the year beginning November 1, 2016, ~~is~~ CNHS shall receive from City as compensation for the services provided herein an annual fee of \$349,501.64 370,000.00 (the "base rate") that will be ~~paid~~ paid annually in twelve (12) equal monthly installments ~~of \$29,125.14~~ 30,833.33 beginning in November 2016 and continuing through September 30, 2017. ~~The contract price-For the renewal term~~ beginning October 1, 2017, and will be increased pursuant

each succeeding term thereafter the base rate will be negotiated, to the Consumer Price Index found at Table 13A CPI for Urban Consumers Midwest size/class B/C.

D) The City shall inform the CNHS of any revisions or amendments to the Code.

E) During the period that this Agreement is in effect, the City and the CNHS shall conduct meetings a minimum of two (2) times per year for the purpose of reviewing the performance of the CNHS in connection with the Agreement. For the purposes of such meetings, the representatives shall be the Executive Director of the CNHS (or his/her designee) and the City Administrator (or his/her designee). The meetings will be set at the discretion of the City.

F) The annual pet license fees shall be approved by the ~~Mayor and~~ City Council. All other fees and charges in connection with the performance of this Agreement shall be established by the City subject to comment and input by the CNHS -as set forth herein except in instances of an emergency.

G) The City shall make available to the CNHS Fleet Services of the City of Grand Island for servicing of the required vehicle. The CNHS shall be responsible for payment of the cost of those services to Fleet Services, inclusive of the cost of fuel purchased.

H) The City shall be responsible for the issuance of all pet licenses pursuant to City Code.

#### ARTICLE V. CHOICE OF LAWS

This Agreement shall be construed to be in accordance with the Grand Island City Code and the laws of the State of Nebraska.

#### ARTICLE VI. INDEMNIFICATION

The CNHS will indemnify and hold harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the CNHS, its contractors, agents or servants in connection with the operation of the shelter or in the performance of related duties.

#### ARTICLE VII. ASSIGNMENT

The CNHS shall not assign its rights under this Agreement without the express prior written consent of the City.

#### ARTICLE VIII. INDEPENDENCE OF THE CNHS

During the term of this agreement, the CNHS, its officers, employees, agents, and volunteers, shall act in an independent capacity and not as officers, employees, or volunteers of the City.

#### ARTICLE IX. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

The CNHS is an Equal Opportunity Employer. It is the intent of the CNHS to provide equal employment opportunity in its employment practices for all persons and will not discriminate on the basis of race, color religion, sex, sexual orientation, age or national origin, or against any qualified handicapped/disable individual

#### ARTICLE X. AGREEMENT

This Agreement constitutes the entire agreement between the CNHS and the City notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

**CITY OF GRAND ISLAND, NEBRASKA,**

By: \_\_\_\_\_  
Jeremy Jensen, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

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

\_\_\_\_\_  
Stacy R. Nonhof, Asst. City Attorney

\_\_\_\_\_  
Date

**CENTRAL NEBRASKA HUMANE SOCIETY, INC.,  
A Non-Profit Corporation**

| By: \_\_\_\_\_

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

APPROVED IN FORM

CENTRAL DISTRICT HEALTH DEPARTMENT

| By: \_\_\_\_\_

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

| 11

| Approved by Resolution 2016<sup>9</sup>\_\_\_\_\_

|



## **EXHIBIT A**

### **PRIORITY ONE CALLS – RESPONSE IS 24/7**

**AGENCY ASSISTANCE:** A request for or by police, sheriff, state patrol, fire or health department, etc.

- Dispatch Action and Information Needed: From the agency requesting Animal Control will respond to Priority One calls.
  1. Name of department requesting assistance
  2. Type of assistance required
  3. Address where assistance required
  4. Name of contact at site
  5. Other pertinent information for animal control officer, i.e., hazardous material, specific equipment needed, warrant, etc.
- Will only be utilized for situations such as car accidents with animals involved, fires to homes of animals or other instances when the animal's safety is at risk.
- Not to be used for situations such as the execution of an arrest or search warrant where the animal is not in immediate danger, i.e., the animal can safely be left at the residence overnight.
- Call Animal Control Officer's work cell phone first – names and phone numbers to be provided to GIEC

**INJURED ANIMAL:** All animals can bite when in pain – do not try to move the animal unless necessary. If the caller is the owner of the injured animal, have them call their veterinarian. Animal control officers **SHOULD NOT** transport the animal. IF transportation is requested (911 please do not suggest this) and only if necessary, the animal control officer will transport for a \$200.00 fee. If the injury is caused by illegal action, i.e., shooting, trapping, poisoning, or fighting, have the witnesses remain at the scene or get names and addresses of witnesses.

- Dispatch Action: Animal control will respond to injured animal calls after hours only if the owner of the animal cannot be located or is physically unable to take responsibility for the animal. Any response by the CNHS will be billed to the owner of the animal at the rate listed above.
- Information Needed:
  1. Location of animal.
  2. Type and description of animal.
  3. Name and address of owner.
  4. Cause and extent of the injury (if illegal action cause injury, notify police, sheriff or state patrol).
  5. Is the animal suffering?

6. Is the animal causing a traffic problem (if so, notify police, sheriff or state patrol)?
  7. Name and address of caller.
  8. Name and address of witnesses.
- Directions to be given to Caller: DO NOT try to move the animal unless absolutely necessary. Be careful not to be bitten.
  - Call Animal Control Officers work cell phone first – names and phone numbers to be provided to GIEC.

**BITES:** Labeled Priority One for Animal Control to ensure the public's safety and health. Please Note: Medical attention is very important – washing the injury can limit the infection potential. Required medical attention is contacting a family physician. Minor wounds should be washed with soap and water for five (5) minutes.

- Dispatch Action: Animal Control Officers will respond to ALL bite calls at ALL times.
- Information Needed:
  1. Did the bite break the skin?
  2. Date and time of the bite.
  3. Is immediate medical attention needed?
  4. Location of the victim.
  5. Availability of transportation if needed.
  6. Location and description of the animal.
  7. Is the animal confined?
  8. Name and address of person making the call.
  9. Name and address of animal owner.
- Directions to be given to caller:
  1. If transportation of the victim is required – call ambulance as animal control officer can NOT transport the victim.
  2. If medical attention is required – contact their family physician. For minor wounds – wash with soap and water for five (5) minutes.
  3. Animal control officer will make contact upon arrival with victim and witnesses.

**POTENTIALLY DANGEROUS AND DANGEROUS ANIMALS:** POTENTIALLY DANGEROUS is defined as any animal that when provoked; 1) inflicts a non-sever injury on a human or injures a domestic animal either on public or private property, 2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or 3) a specific dog with known propensity, tendency or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

DANGEROUS is defined as any animal that, according to the records of the CNHS; 1) has killed or inflicted severe injury on a human being on public or private property; 2) has killed a domestic animal without provocation while the animal was off the owner's property; or 3) has been previously determined to be a potentially dangerous animal by an animal control officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury or the damage was sustained by a person who at the time, was committing an willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused or assaulted the dog, or who was committing or attempting to commit a crime.

- Dispatch Action: Animal control officer will respond to these calls at ALL times.
- Information Needed:
  1. Location of animal.
  2. Description of animal.
  3. Is the animal confined?
  4. When and where was the animal last seen?
  5. Name and address of owner – if known.
  6. Reason the caller is suspicious of the animal.
  7. Name, address and phone number of the caller.
  8. Is the animal on the “Declared List” maintained by the CNHS?
- Directions to give to the caller:
  1. Stay away from the animal.
  2. Animal control officer will be responding and will need to speak with them.

## **EXHIBIT B**

### **Policies and Procedures of the CNHS**

#### Running at Large (sec. 5-34)

Animal control officers will receive a call from GIEC or the public will call the Central Nebraska Humane Society and report that an animal(s) are running at large. The Animal Control Officer when respond to the call. Upon arrival to the reported location the Officer will search for an animal(s) matching the description given. When spotted the Officer will pursue and obtain (by any means) any animal(s) spotted running at large. All animals obtains while running at large will be impounded at the Central Nebraska Humane Society. The Officer has the legal rights to search any open property for animal(s), for any amount of time. If said animal(s) enters fenced yard, officer can enter yard by any means, to obtain animal(s). Officer cannot assume that the animal(s) have entered owner's property.

A) If residents of property are home, officer will make contact with resident after obtaining animal(s), to ensure animal(s) are not property of resident. If animal(s) are not property of resident then the officer will impound the animal at the Central Nebraska Humane Society for a maximum of 72 hours.

B) If animal(s) are property of resident, officer will issue a citation for running at large, and obtain proof of rabies vaccination and city license. If proof of rabies vaccination and city license are unavailable the citation will include rabies vaccination and city license violation charges.

Any interference with said officer while in pursuit of suspected animal(s) will result in a citation for obstruction.

Local Law Enforcement can be called at any time for assistance of the Animal Control Officer. If animal is found being extremely aggressive and is unable to be safely apprehended Local Law Enforcement can be called to handle the situation by any means possible.

If animal(s) are not found, the Animal Control Officer can speak with the reporter to obtain accurate description. The officer may also speak with any witnesses that viewed the animal(s) running at large.

#### Canine Intake

ACO has brought in dog from Running at Large, or Confined

1. Bring in dog into Surrender Room
2. Grab birth card
3. Scan dog for Microchip

- a. If dog has microchip- write down on birth card
  - b. Look up microchip in PetPoint
  - c. If not in PetPoint leave note for front desk to call about chip registration
4. Prepare Shots (Distemper Parvo, and Bordetella)
5. Give dog shots
6. Spray dog with frontline
7. Take Picture of dog
8. Check Lost Dog Book
9. Finish filling out Birth Card
10. If known owners (or you found owners through tags, or chip) write on bottom of birthcard.
11. Locate open ACO canine Kennel on Dry Erase Board
12. Place dog in designated open kennel in ACO canine
13. Fill out ACO Dry erase board with proper info (Name, Breed, Sex, Age, Date Arrived, Date CNHS property)
14. Place completed Birth Card in Front Desk Basket

#### Confined Stray (cat or dog)

ACO receives call from GIEC or concerned citizen. Report is made that there is a confined cat/dog.

1. ACO proceeds to reported address
2. ACO retrieves animal and asks if finder can give any information about animal.
3. Returns animal to Shelter
4. Follows Animal intake Procedure

#### BATS

ACO receives report of Bat inside a home or business during regular business hours.  
MUST BE INSIDE HOME OR BUISNESS, WE DO NOT CATCH BATS OUTSIDE.

1. ACO Proceeds to reported address.
2. Grab Net, Coffee can, and flashlight and enter home/business.
3. Search for Bat (usually like to hide in high dark locations), bats will cry (screech) when item they are clinging to is moved or bumped. You can bump or rattle items on shelves and listen for the cry.
4. If you find bat clinging to something use coffee can to catch (place coffee can directly below bat and use lid to gently push bat down into can)
5. If bat is fling use net to trap bat. Swing net through air and catch bat then quickly (but gently) place net on floor (trapping bat between net and floor) using coffee can gently move can under net below bat. Using gloved fingers pry bats wings

from net so bat will fall into coffee can. Leaving can under net use your other hand to place lid under net and onto the coffee can. DO THIS ALL VERY GENTLY AS THEY ARE ACTUALLY QUITE FRAGIL.

6. Talk to reporter and determine if Bat was in Bedroom with a sleeping person or in a home with a disabled person, or as knowingly bitten anyone.
7. If yes to #6 Bat must be taken back to CNHS and euthanized.
  - a. After euthanized place in plastic zip lock and write date and location found with permanent marker and place in fridge (NEVER FREEZE).
  - b. Follow Rabies preparation procedure.
8. If no to #6 Bat can be relocated to the country, try finding somewhere with lots of trees.

## **EXHIBIT C**

### **CHARGES FOR SERVICE**

Animal Control claim fees per animal:

First Claim: \$25.00

Second Claim: \$50.00

Third Claim: \$75.00

Fourth Claim: \$100.00

Boarding Fee - Impoundment per day until animal claimed: \$15.00 plus tax

Boarding Fee- Rabies observation per day for ten (10) day holding period: \$17.00 plus tax

Rabies release fee/vet visit/rabies vaccination: \$61.00

Surrender in lieu of rabies observation fee: \$25.00

Holding fee at direction of City for legal proceedings: \$20.00

Traps rental deposit: \$50.00 (to be returned if trap returned in good working order)

Potentially Dangerous animal annual fee: \$100.00

After hours injured animal pick-up fee: \$200.00

**EXHIBIT D**  
**Animal Control Ticket Tracking Chart**  
**Month and Year**

Case Type	Total Incidents	Unfounded	Warning	Cited	Complied With Citation/Warning	Referred To City Attorney	Referred to County Attorney	Pending Cites	Notes
Abandoned	0	0	0	0	0	0	0	0	
Attack Case	0	0	0	0	0	0	0	0	
Bite Case	0	0	0	0	0	0	0	0	
City License	0	0	0	0	0	0	0	0	
Cruelty or Neglect	0	0	0	0	0	0	0	0	
Explain Leash Law	0	0	0	0	0	0	0	0	
Livestock	0	0	0	0	0	0	0	0	
Pet Excreta	0	0	0	0	0	0	0	0	
Rabies Vac Required	0	0	0	0	0	0	0	0	
Running at Large	0	0	0	0	0	0	0	0	
Welfare Check	0	0	0	0	0	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Not Citable Incidents		Total Tickets for the Month	
Agency Assist	0	Warnings	0
Bat	0	Citations	0
Confined Stray	0	<b>Total</b>	<b>0</b>
Deceased	0		
Misc./Fuel	0		
Sick/Injured	0		
Wildlife	0		
<b>Total</b>	<b>0</b>		
<b>Total Incidents</b>	<b>0</b>		



## **Exhibit E**

### Daily

Money comes in through the front desk and the mail. Daily deposits are required.

Finance Department opens the safe and retrieves the prior day's business and change to reconcile.

- A. Front Desk: The Front Desk takes cash, checks (which are pre-approved) and credit cards. At the end of the day, all money taken in is reconciled on a Daily Cash Record. It is reconciled to the account, i.e. adoptions, claims, boarding, gift shop, etc. and then to the actual "cash." See attachment #1. It is put in to the safe at the end of the day and the Finance Department (FD) double checks the reconciliation the following day. Bank deposit slips and credit card batch totals are confirmed and attached to the Daily Cash Record. Creates a deposit slip using the date of the transactions, enters the information into an Excel spreadsheet to be reconciled at the end of the week. See attachment #2. The spreadsheets are also used to reconcile sales tax.
- B. Mail comes to the FD and is separated. Any invoices are entered into Quickbooks (QB) daily. A deposit slip is created for any money received, entered into the appropriate account and printed.
- C. FD makes sure that there is \$100.00 in change. Makes any necessary change and delivers it to the front desk. It is also kept in the safe overnight.
- D. Any invoices that are due are mailed or paid on-line. A copy of the check stub is attached and the invoice is filed.
- E. All filing cabinet containing cash or sensitive information are locked and kept in a locked office.

### Weekly

- A. The money received on a daily basis through the Front Desk are entered into a "transfer account." Once a week, using the excel reconciliation the transfer account is divided into the appropriate accounts. This is where all the money is sent to the account it belongs from the "transfer account," including sales tax.
- B. Checks are printed weekly to pay bills due the following week. The invoices and checks go to the Executive Director for approval. Once they are signed, they are placed in a locked filing cabinet for on-time payments. Generally, this is when the "cash flow forecast" is prepared.

### Bi-weekly

- A. Payroll is prepared. See “Entering and Paying Payroll.”

#### Monthly and Quarterly

- A. Bank accounts are reconciled.
- B. Month ending is performed and reconciled to the Balance Sheet. It is sent to the Board of Directors for approval.
- C. Quarterly, reconcile pet licenses to Quickbooks, which matches the Daily Cash Record and Deposits and submit payment to the city.

#### Yearly

- A. Accounts are reconciled to the Balance Sheet and sent to the Board of Directors for approval.
- B. Provide the Finance Committee with the information necessary to complete the yearly budget.
- C. All necessary documents are sent to the auditor for verification.

## ENTERING AND PAYING PAYROLL

### Payroll Process

#### Timecards

4. Log into timecard system and go through each employee's timecard to verify all check ins/outs are accounted for; all times need to be converted to decimal equivalents (see chart). Watch closely to make sure overtime is accounted for properly, along with any vacation or sick time. Before finalizing vacation and sick time, be sure the employee qualifies for this benefit.
5. Anything over 40 hours in a week is OT.
6. For ACOs, go to the On Call Log (in their black storage cabinet) and write down their calls for the payroll time period. Make sure you note the date and the duration of time. Add the time to timecards. This is paid at time and a half.
7. Print out timecards and total sheet for all employees.
8. Give the Front Office and Feline department employee time cards to Janet and the ACO and ACT time cards to Laurie for approval.

#### Spreadsheet (found in U: drive)

1. After approval, enter all timecard information into the Payroll spreadsheet for the proper payroll period. Verify the total hours match the total hours of all the timecards.
2. After verifying all information on the spreadsheet, save it with the name of the Payroll Period, then print a copy of **only Page 1**.

#### Quickbooks

1. Go into the Payroll Center.
2. Open "enter scheduled payroll."
3. Open "payroll detail."
4. Enter employee's hours.
5. Print payroll checks. Use plain paper to print checks that will be direct deposited. Use check numbers from "On-Line Check Number" list. Add to numbers to list. Print checks that are not being direct deposited for Laurie's signature. (Note: remember to change check numbers.)
6. Print "Client-ready Payroll Report." It will be used to enter the direct deposit information.
7. Cut the stubs off the plain paper "checks" and remove stubs from "regular" checks. Keep with payroll documentation.
8. Distribute checks on Friday following the end of pay period by 10 a.m.

## Bank Deposit

1. Go to [www.5pointsbank.com](http://www.5pointsbank.com)
2. Click on Business tab. Select bank. Enter Access ID and click to log-in.
3. Enter password (include access code) and click to log-in.
4. Under Funds Management, choose Web ACH.
5. Click on File.
6. Click Open and find your .ach file in the payroll folder on the U: drive.  
(Remember which file you are using.)
7. Enter the effective date and new payroll information. You will be entering over the prior entry.
8. After entering, go to view and verify that debits and credits balance to zero.
9. Print page.
10. Save as a NACHA file. (This will have the .ach extension.)
11. Click on File and Close. Then click on File and Exit.

You have created the payroll file and are now going to transfer the funds from our account to the employee's account.

1. Under Funds Management, go to Transfer list.
2. Click on the transfer file for your payroll. Use #1, the second file should be used for add-ons.
3. Enter the amount of debit and credit from the page that you printed. Obviously, the debit and credit are equal.
4. Select the browse button to locate your payroll file on the U: drive.
5. Open the file that is your payroll file with the .ach extension.
6. Click submit. The upload process may take a few seconds.
7. After receiving a Confirmation Number, print page.
8. As a double check, under Funds Management, click on Transfer Issued to see that file was sent and approved.
9. Keep all documentation and file.

Notes: Transaction codes:

27 = Withdrawal from Checking

22 = Deposit to Checking

32 = Deposit to Savings

37 = Withdrawal from Savings

***^^^^Also, after doing the first payroll of the month, it is a good time to take care of the ACH Donation withdrawals for the following month.^^^^***

RESOLUTION 2016-268

WHEREAS, the City of Grand Island invited Requests for Proposals for Animal Control and Pet Licensing, a copy of which is on file with the City Administrator's office; and

WHEREAS, on July 27, 2016, proposals were received, opened and reviewed, and evaluated; and

WHEREAS, the Central Nebraska Humane Society submitted a bid in accordance with the terms of the Request for Proposals, and plans and specifications and all other statutory requirements contained therein; and

WHEREAS, the proposal of the Central Nebraska Humane Society, meets all of the requirements for Animal Control and Pet Licensing; and

WHEREAS, negotiations between the City of Grand Island and the Central Nebraska Humane Society were had; and

WHEREAS, the City of Grand Island and the Central Nebraska Humane Society came to a mutual agreement; and

WHEREAS, the term of the contract will be yearly with automatic renewals unless terminated by either party; and

WHEREAS, the contract will be a flat fee of \$370,000.00 beginning November 1, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract with the Central Nebraska Humane Society, in the amount of \$370,000.00 for Animal Control and Pet Licensing, is hereby approved, and that the Mayor is authorized to sign the Contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 25, 2016

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of October 12, 2016 through October 25, 2016**

*The Claims for the period of October 12, 2016 through October 25, 2016 for a total amount of \$4,261,132.97. A MOTION is in order.*

Staff Contact: Renae Griffiths