
City of Grand Island



Tuesday, October 10, 2017
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 Nathan Frew, Abundant Life Christian Center, 3411 West Faidley Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item C-1

Recognition of Joel Holling, Parks and Recreation Turf Management Specialist for 25 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Parks & Recreation Turf Management Specialist for 25 years of service with the City of Grand. Mr. Holling was hired as a seasonal worker on May 6, 1991 where he worked a couple of seasons at the golf course. He was then hired as a Maintenance Worker II at the Golf Course on September 15, 1992 and was promoted to his current position as a Turf Management Specialist on April 28, 2008. We congratulate Mr. Holling on his dedicated service to the City of Grand Island for the past 25 years.

Staff Contact: Mayor Jeremy Jensen

Twenty-five Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

JOEL HOLLING

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



Todd McCoy
Department Director

9/20/2017
Date

Kim Johnson
Mayor

9/20/2017
Date



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item E-1

Public Hearing on Request from Whitey's, Inc. dba Whitey's Sports Bar & Grill, 2118 No. Webb Road for a 20' x 20' Addition to their "Class C" Liquor License

Council action will take place under Consent Agenda item G-3.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 10, 2017

Subject: Public Hearing on Request from Whitey's, Inc. dba Whitey's Sport Bar & Grill, 2118 No. Webb Road for an Addition to Class "C-093291" Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Whitey's, Inc. dba Whitey's Sports Bar & Grill, 2118 No. Webb Road has submitted an application for an addition to their Class "C-093291" Liquor License. The request includes the addition on the liquor license for storage.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, and Health Departments.

The request is to add a 20' x 20' area to the north of their current license for storage purposes only. Staff is recommending approval contingent upon final inspections.

Alternatives

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

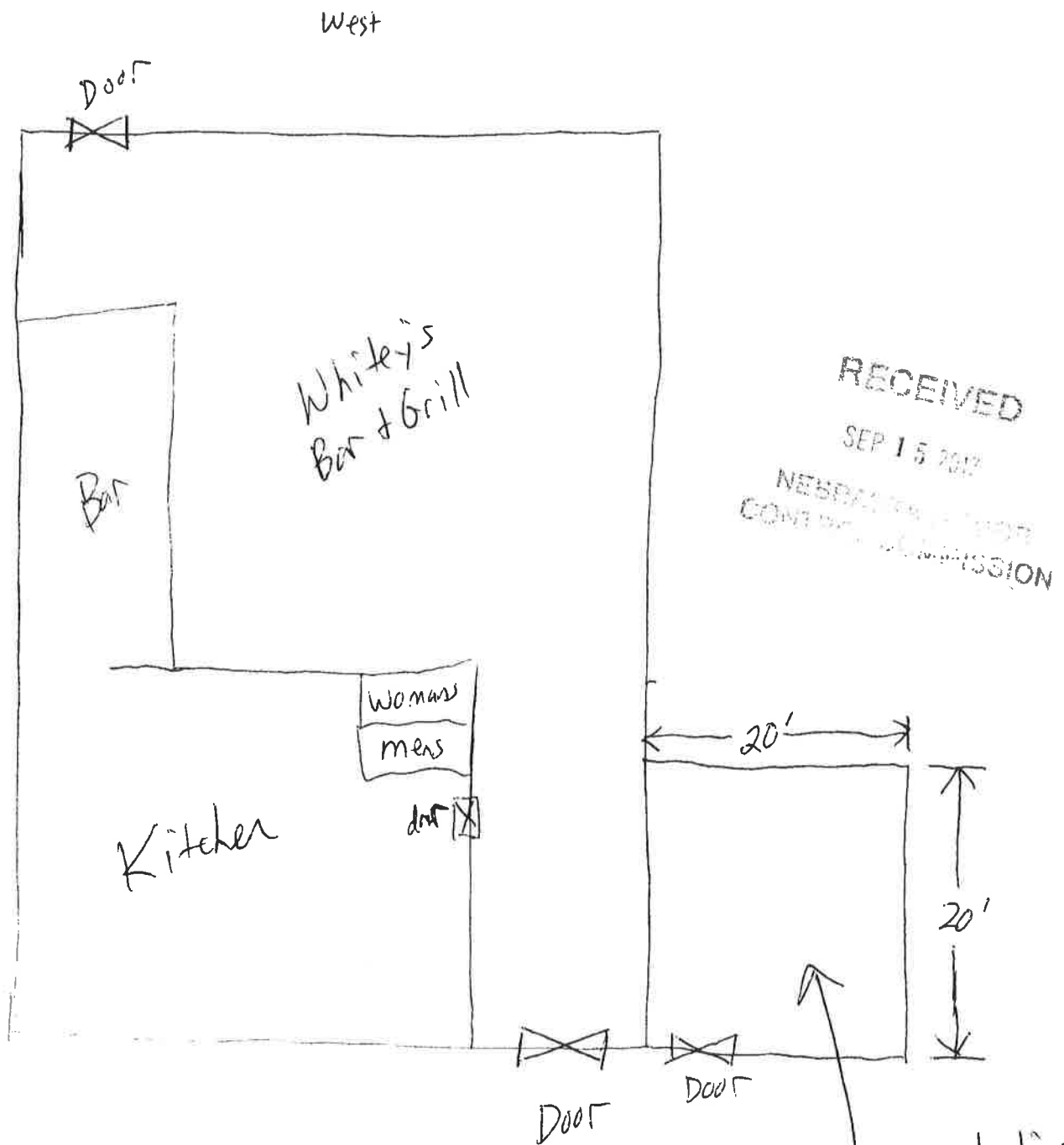
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application contingent upon final inspections.

Sample Motion

Move to approve the application for an addition to Whitey's, Inc. dba Whitey's Sports Bar & Grill, 2188 No. Webb Road Liquor License "C-093291" for an addition of a 20' x 20' area for storage use only contingent upon final inspections.



RECEIVED
SEP 15 2017
NEBRASKA STATE
CONVENTION CENTER

new addition,
this 400' sq. ft
room will be used
for storage only

East



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item E-2

**Public Hearing on Request from Irish Pub of Grand Island, Inc.
dba McKinney's Irish Pub, 123 West 3rd Street for a Class “CK”
Liquor License**

Council action will take place under Consent Agenda item G-4.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 10, 2017

Subject: Public Hearing on Request from Irish Pub of Grand Island, Inc. dba McKinney's Irish Pub, 123 West 3rd Street for a Class "CK" Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Irish Pub of Grand Island, Inc. dba McKinney's Irish Pub, 123 West 3rd Street has submitted an application for a Class "CK" Liquor License. A Class "CK" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city along with a catering designation.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

McKinney's Irish Pub currently has a Class "I" Liquor License. If approved this license would replace the current liquor license along with a change in ownership and Liquor Manager.

Also submitted was a request for Liquor Manager Designation for Nathan Stewart, 5230 West Thatcher Lane, Lincoln, Nebraska. Staff recommends approval contingent upon final inspections and completion of a state approved alcohol server/seller training program.

Alternatives

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

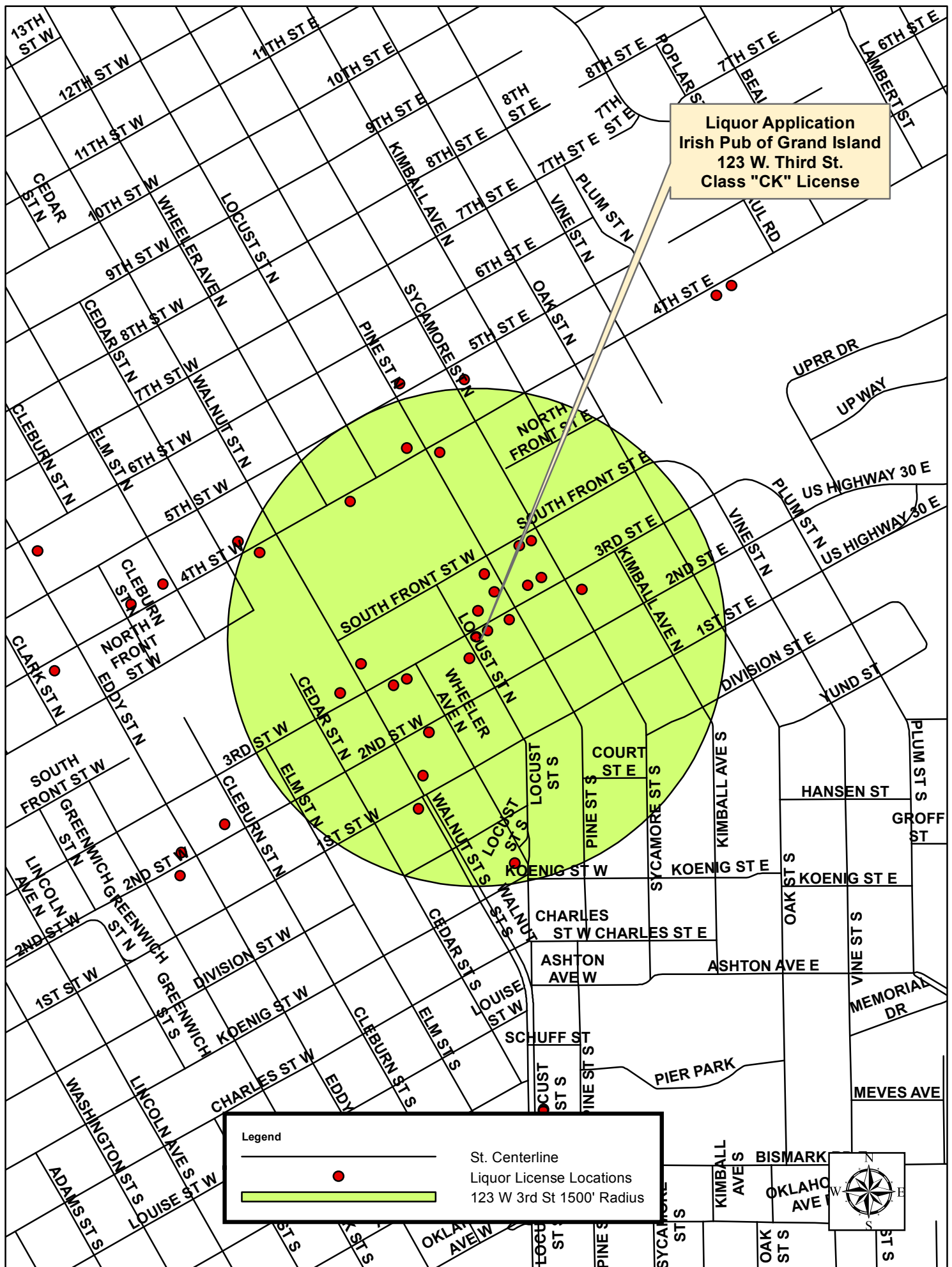
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

Sample Motion

Move to approve the application for Irish Pub of Grand Island, Inc. dba McKinney's Irish Pub, 123 West 3rd Street for a Class "CK" Liquor License contingent upon final inspections and Liquor Manager Designation for Nathan Stewart, 5230 West Thatcher Lane, Lincoln, Nebraska contingent upon completion of a state approved alcohol server/seller training program.



10/02/17
14:40

Grand Island Police Department
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 08:00:00 09/21/2017
Date disposition declared : **/**/****
Incident number : L17092432
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 123 3RD ST W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number :
Geobase address ID : 11223
Long-term call ID :
Clearance Code : 0 0 Open Case
Judicial Status : OPEN Active-Open investigation
=====

INVOLVEMENTS:

| Px | Record # | Date | Description | Relationship |
|----|----------|----------|-----------------------|-------------------|
| NM | 222988 | 09/28/17 | Stewart, Shandie | Nathan's Spouse |
| NM | 20485 | 09/26/17 | Pegg, Kim M | Dean's Spouse |
| NM | 50361 | 09/26/17 | Stewart, Nathan Lynn | Owner |
| NM | 55430 | 09/26/17 | Schilling, Robin L | Owner |
| NM | 107758 | 09/26/17 | Pegg, Dean R | Owner |
| NM | 202208 | 09/26/17 | McKinney's Irish Pub, | Business Involved |

LAW INCIDENT CIRCUMSTANCES:

| Se | Circu | Circumstance code | Miscellaneous |
|----|-------|---------------------|---------------|
| 1 | LT03 | LT03 Bar/Night Club | |

LAW INCIDENT NARRATIVE:

McKinney's Irish Pub currently has a Class I license (beer, wine, distilled spirits on sale only). They are now applying for a Class C (beer, wine, distilled spirits, on and off sale) along with a catering license. They are also changing ownership.

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Grand Island Police Department
LAW INCIDENT TABLE

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LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name | Date |
|-----|----------|---------------------|
| --- | ----- | ----- |
| 1 | Vitera D | 10:25:12 09/28/2017 |

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14:40

Grand Island Police Department
LAW INCIDENT TABLE

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Grand Island Police Department
Supplemental Report

Date, Time: Thu Sep 28 10:25:24 CDT 2017
Reporting Officer: Vitera
Unit- CID

McKinney's Irish Pub currently has a Class I license (beer, wine, distilled spirits on sale only). They are now applying for a Class C (beer, wine, distilled spirits, on and off sale) along with a catering license. They are also changing ownership. Joel Schossow was the controlling owner of the business, but he is selling out to Nathan Stewart (50%), Dean Pegg (25%), and Robin Schilling (25%). Nathan Stewart is also applying to become the liquor manager.

According to the application, Dean is married to Kim Pegg, and they have lived in Lincoln for at least the last sixteen years. Nathan is married to Shandie Stewart, and they have lived in Lincoln for at least the last eleven years. Robin is not married and has lived in Hastings for almost fifty years. Kim and Shandie each signed a Spousal Affidavit of Non-Participation form.

I checked Spillman and NCJIS for all the people listed in the application. All of the applicants were in Spillman with the exception of Shandie. Spillman shows that Kim was cited for speeding in 2004. Spillman shows Dean was cited for speeding in 2006 and 2007. He was also contacted about a code compliance issue in 2015. It appears that the issue was satisfactorily rectified. Spillman shows that Nathan was cited for No Operator's license and MIP in 2001, a stop sign violation in 2001, speeding in 2003, and speeding and MIP in 2003. Spillman also shows that Nathan was arrested for DUI in 2009. Spillman doesn't show any potential convictions for Robin.

NCJIS records have Shandie as being convicted of Improper Backing in 2012 and No Valid Registration in 2017. Nathan attached a Nebraska DMV sheet to the liquor license application disclosing that he has been convicted of : DUI in 2007, DUI 2nd in 2009, speeding and no seat belt in 2012, speeding (twice) in 2013 along with not having a driver's license on his person. In addition, when searching Nathan in NCJIS, I discovered that he has also been convicted of: violating a traffic signal in June of '01, MIP in July of '03, MIP and littering in September of '03, speeding in October of '03, maintaining a disorderly house in December of '03, speeding in June of '04, MIP and speeding in September of '04, urinating in public in November of '06, and urinating in public in June of '07.

A Nebraska DMV record for Dean Pegg was also attached to the application. Dean disclosed that he has been convicted of four speeding violations all occurring in 2013 and 2014. In searching NCJIS, I found that Dean has also been convicted of six more speeding charges between 1995 and 2014.

Kim Pegg didn't disclose any convictions on the application, NCJIS shows that she has been convicted of: speeding in July of '96, stop sign violation in August of 2000, speeding in February of 2001, speeding in August of 2003, speeding in January of 2005, and speeding in April of 2006.

Robin Schilling didn't disclose any convictions on the application, NCJIS shows

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Grand Island Police Department
LAW INCIDENT TABLE

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that she was convicted of speeding in 1999, and speeding/no seatbelt/no insurance in January of 2003.

The application clearly asks: Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. ...Include traffic violations...

Even though Nathan attached a DMV record with some of his convictions, he didn't list all of them. Dean did the same thing by just attaching a DMV record which didn't include all of his convictions. The other three applicants didn't disclose any convictions, and they each had some. However, none of the applicants' convictions were felonies or Class I Misdemeanors from specified chapters in Nebraska State Statute Chapter 28 which would automatically preclude them from receiving a license.

I also checked all of the applicants through a paid, online, law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I didn't find anything out of the ordinary on anyone. All of the applicants also have a valid Nebraska driver's license, and none of them have any warrants for their arrest.

I have a meeting set up with Nathan and possibly Robin on 10/2/17 at 1300 hours. I met with Nathan and Robin at McKinney's at the agreed upon time. Nebraska State Patrol Investigator Joe Hansen was going to attend the meeting but called about fifteen minutes ahead of time and said that something had come up, and he was unable to make it. Robin told me that she is a CPA and is currently involved in keeping the books for Dean Pegg's businesses. Nathan said he knows Dean since Dean owns the Chicken Coop down the street, and Dean owns the building where McKinney's is located.

I went over the application with Dean and Robin and asked who filled it out since there were some mistakes with dates of birth not matching up with the associated name. I was told the filling out of the application was a "group effort." I also pointed out that Nathan and Dean attached DMV sheets, but that didn't include all of their convictions. Nathan was under that impression that some of his convictions wouldn't show up since he had gone through diversion. Nathan and Robin were also told that spouses need to list their convictions even if they filled out a Spousal Affidavit of Non-Participation form. I pointed out the instructions on the application that I mentioned above which talks about anyone who is a party to the application or their spouse needs to list all of the charges they've ever been convicted of.

I asked Nathan why he wants to make the additions to his license. Nathan said that McKinney's carries a lot of craft beers and beers that their customers can't find anywhere else. They've had a lot of requests to take some home with them. Nathan also said that he envisions catering about eight to ten events a year. Nathan went on to say that he wants to be able to sell growlers. I told him to check with his attorney or the NLCC on the process which would enable him to do that.

I also discussed Nathan's relationship with law enforcement. About a year ago, a nightshift GIPD patrol officer was doing some follow-up on a sexual assault complaint that lead him to McKinney's. The officer noted in his report that Nathan was not glad to see him in his bar and talked over him. A couple of days later, I went to McKinney's and spoke to Nathan about what had happened. Nathan

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Grand Island Police Department
LAW INCIDENT TABLE

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was upset because he said multiple officers came in on a Friday at 1800 hours. He said some of his customers left when law enforcement showed up. Nathan went on to tell me that he felt like the GIPD was doing too many bar checks at McKinney's. He said that they rarely had bar checks at the McKinney's in Lincoln. I told Nathan that I would ask our patrol sergeants how, when, and where they decide to do bar checks. The simple answer I received is that they do more checks at the bars that are the busiest. Nathan said the checks aren't as frequent as they used to be, and they seem to be appropriately timed.

At the end of the interview, I asked Nathan and Robin if they had any questions and then gave Nathan my business card and told him to call me if he has any law enforcement-related concerns regarding his business.

In conclusion, while the applicants didn't fully disclose all of their convictions, most of the convictions aren't that serious and/or happened quite awhile ago. In addition, McKinney's already has a liquor license, and the police department has had very few problems there. The Grand Island Police Department has no objection to McKinney's changing their license, to the new ownership, or to Nathan being the liquor manager.



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item E-3

Public Hearing on Property Exchange for Part of Sterling Estates 8th Subdivision for Part of Sterling Park in Sterling Estates 4th Subdivision

Council action will take place under Ordinances item F-3.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 10, 2017

Subject: Property Exchange - Part of Sterling Estates 8th
Subdivision for Part of Sterling Park in Sterling Estates
4th Subdivision

Presenter(s): Chad Nabity, Regional Planning Director

Background

In 2009, the City of Grand Island purchased 6.75 acres of ground for a park within the area to be developed as the Sterling Estates Subdivision south of Capital Avenue and west of the Moore's Creek Drainway. In June of 2013 the adjoining property owners, from whom the park land was purchased, submitted a plat for the Sterling Estates Fourth Subdivision. In order to accommodate the planned lots, the owners requested that the City exchange a 10-foot-wide strip of property along the south side of the strip reserved to connect the park to the bike trail for a 10-foot-wide strip along the north side of that same strip. This is an even exchange for the property. The developers have also agreed to plat the park property as part of Sterling Estates 4th Subdivision.

During negotiations with the City of Grand Island over the location of utilities, the owners of the subdivision proceeded with a smaller version of the 4th Subdivision and left the remainder of the property north of the park unplatted. It was platted as Sterling Estates 8th Subdivision with approvals in late 2016 and filed in 2017. As a result of these changes and adjustments to the lots, the exchange that was made in 2013 was unnecessary. The platting of the property to the north of the park in 2016 assumed that the property exchanged in 2013 had been traded back. The proposed exchange will insure that clear title is available for the Sterling Estates Park and for Lot 6, Block 2 and Lot 12, Block 1 of Sterling Estates 8th Subdivision as platted.

Discussion

The attached maps and copy of the Sterling Estates 4th Subdivision identify the property involved in the proposed exchange. The City will be exchanging Tract B for Tract A and Tract C for Tract D. Tracts A and B are identical in size and Tracts C and D are identical in size. Council will consider an ordinance that would swap the ownership of these properties. The ordinance is subject to a 30-day remonstrance period should any citizen

feel that the exchange is unfair to the City. City Staff will complete this transaction once the remonstrance period has ended.

Alternatives

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

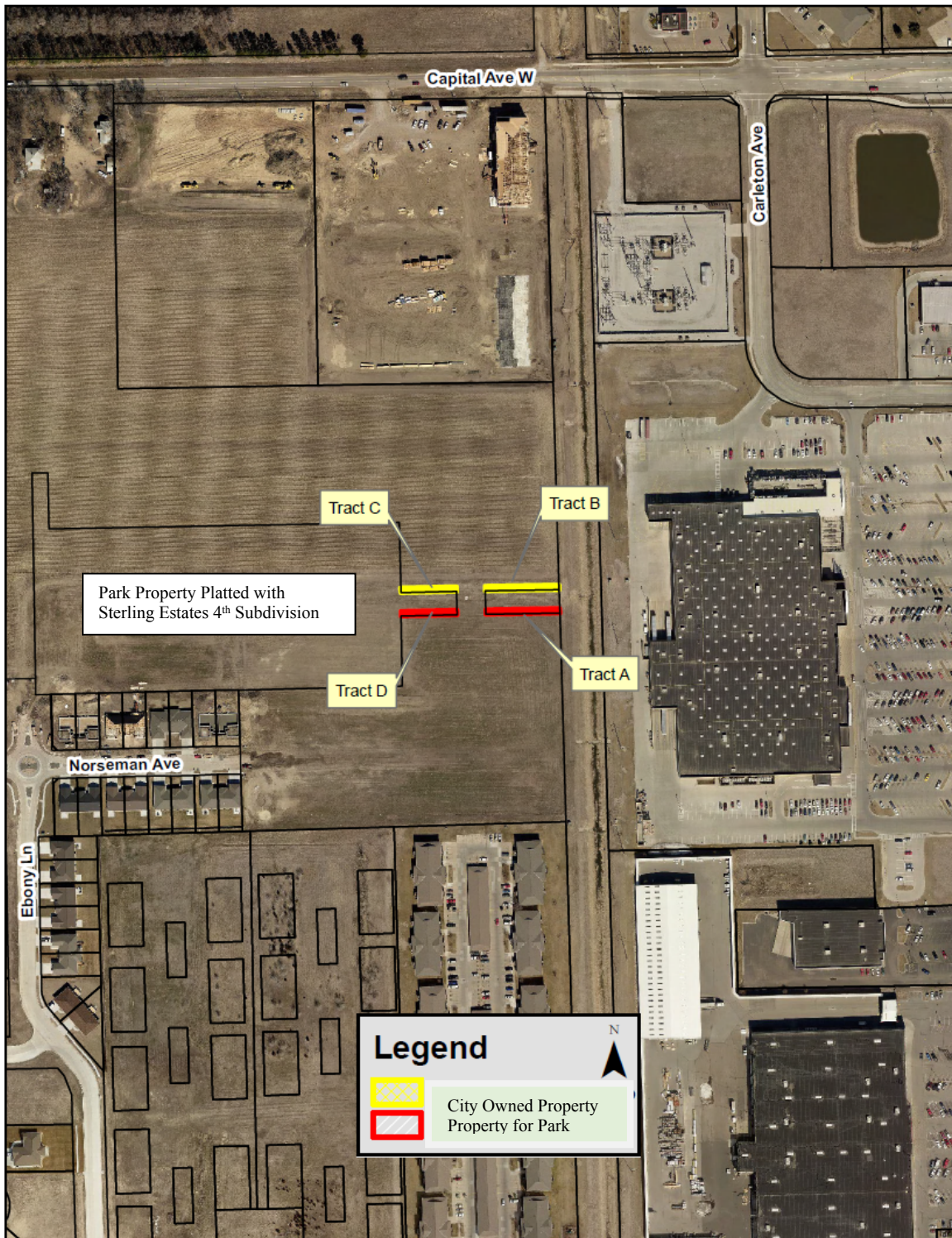
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

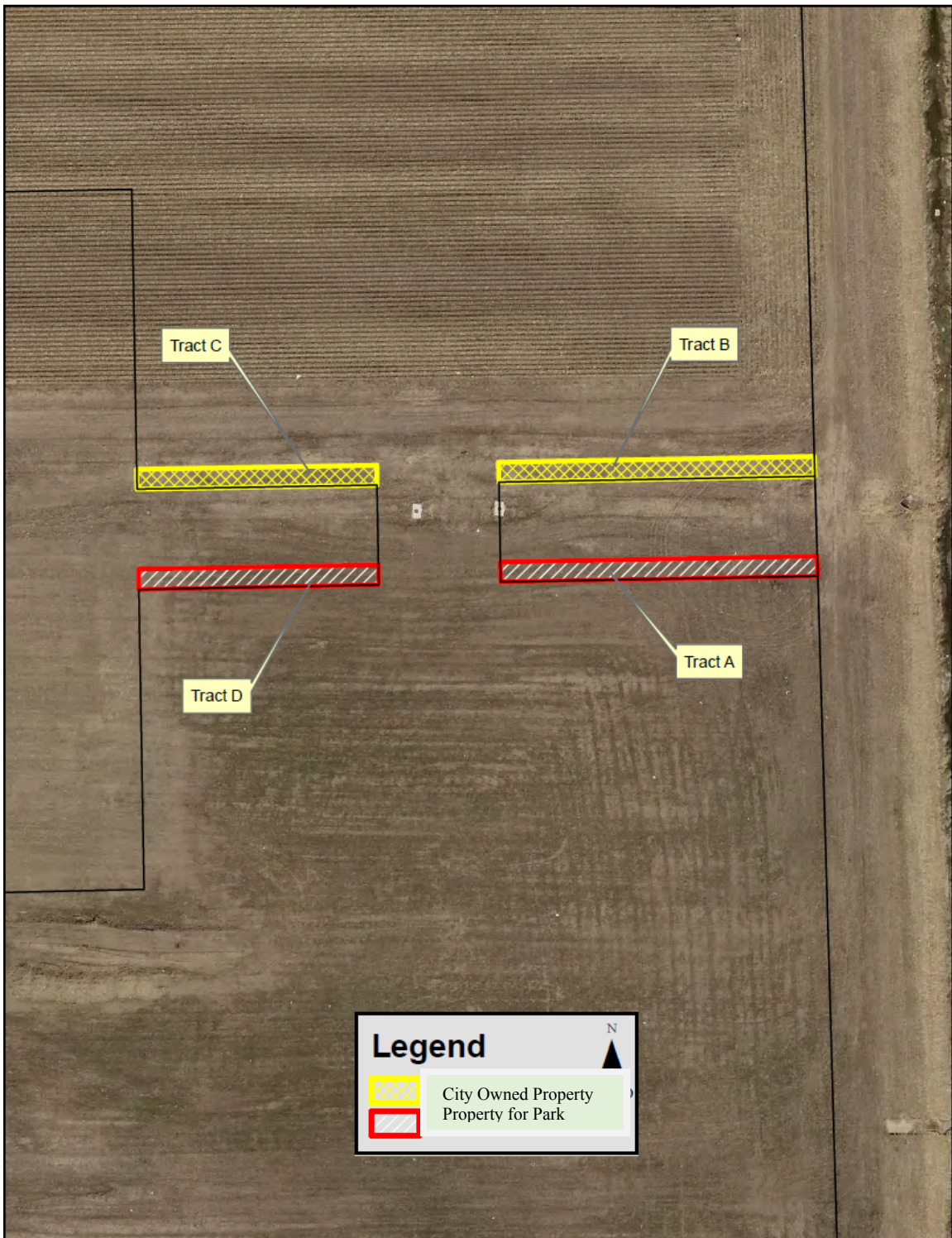
Recommendation

City Administration recommends that the Council approve the ordinances and resolution as presented.

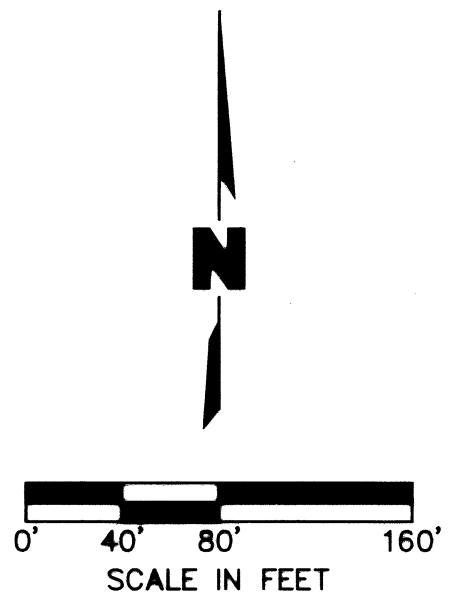
Sample Motion

Move to approve the Ordinance as presented.





DWG: F:\projects\014-1966_SRV\Final_Plat\Final_Plat\Sterling Estates 4th Sub_rev4.dwg
DATE: Apr 20, 2015 3:07pm XREFS: 014-1966_ROW
USER: |wheeler



LEGEND

SET CORNER (5/8"x24" REBAR W/CAP)
FOUND CORNER (5/8" REBAR W/CAP)
SECTION LINE
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
EXISTING EASEMENT LINE
EASEMENT LINE TO BE DEDICATED WITH THIS PLAT
MEASURED DISTANCE
RECORDED DISTANCE STERLING ESTATES SUB.
RECORDED DISTANCE STERLING ESTATES THIRD SUB.
RECORDED DISTANCE AUTUMN PARK SUB.
RECORDED DISTANCE DOC. NO. 0200905078

SHEET 1 OF 2

STERLING ESTATES FOURTH SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

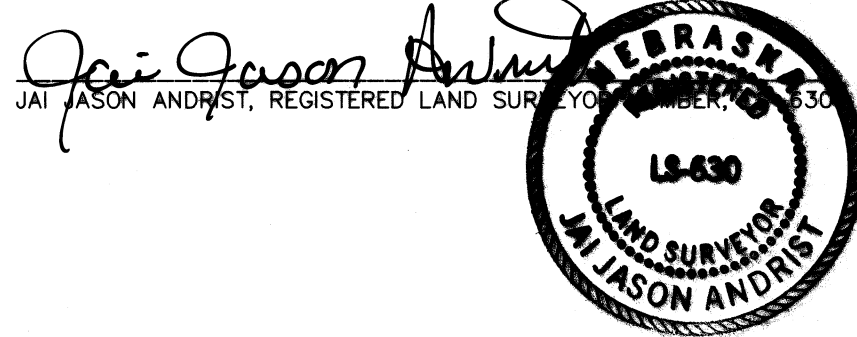
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF STERLING ESTATES 2ND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S00°15'38"W, ALONG THE WEST SIDE OF THE CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, A DISTANCE OF 446.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°15'38"W, ALONG THE WEST SIDE OF THE CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, A DISTANCE OF 496.83 FEET TO THE NORTHEAST CORNER OF AUTUMN PARK SUBDIVISION; THENCE N89°45'04"W, ALONG THE NORTH LINE OF SAID AUTUMN PARK SUBDIVISION, A DISTANCE OF 367.30 FEET TO THE NORTHWEST CORNER OF AUTUMN PARK SUBDIVISION AND THE NORTHEAST CORNER OF AUTUMN PARK THIRD SUBDIVISION; THENCE N89°45'31"W, ALONG THE NORTH LINE OF AUTUMN PARK THIRD SUBDIVISION A DISTANCE OF 124.41 FEET TO THE SOUTHEAST CORNER OF STERLING ESTATES THIRD SUBDIVISION; THENCE N00°34'09"E, ALONG THE EAST LINE OF SAID STERLING ESTATES THIRD SUBDIVISION, A DISTANCE OF 301.41 FEET TO THE NORTHEAST CORNER OF STERLING ESTATES THIRD SUBDIVISION; THENCE N89°25'51"W, ALONG THE NORTH LINE OF STERLING ESTATES THIRD SUBDIVISION AND THE NORTH LINE OF STERLING ESTATES SUBDIVISION, A DISTANCE OF 633.90 FEET TO THE EAST RIGHT-OF-WAY LINE OF EBONY LANE; THENCE N00°52'40"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 34.81 FEET; THENCE N89°07'20"W A DISTANCE OF 162.51 FEET TO A POINT ON THE NORTH LINE OF LOT 10, BLOCK 2, STERLING ESTATES SUBDIVISION AND A POINT OF CURVATURE: THENCE ON A 1815.00 FOOT RADIUS CURVE TO THE RIGHT WITH A BEARING OF N88°03'24"W, ALONG THE NORTH LINE OF LOTS 10 AND 9, BLOCK 2, STERLING ESTATES SUBDIVISION, A CHORD DISTANCE OF 67.50 FEET; THENCE N00°52'40"E A DISTANCE OF 311.16 FEET; THENCE S89°07'20"E A DISTANCE OF 160.00 FEET; THENCE N00°52'40"E A DISTANCE OF 189.00 FEET; THENCE S89°07'20"E A DISTANCE OF 70.00 FEET; THENCE S00°52'40"W A DISTANCE OF 62.00 FEET; THENCE S89°07'20"E A DISTANCE OF 8.88 FEET; THENCE S00°52'40"W A DISTANCE OF 120.00 FEET; THENCE S89°07'20"E A DISTANCE OF 400.00 FEET; THENCE N00°52'40"E A DISTANCE OF 120.00 FEET; THENCE S89°07'20"E A DISTANCE OF 20.00 FEET; THENCE S00°52'40"W A DISTANCE OF 120.00 FEET; THENCE S89°07'20"E A DISTANCE OF 355.00 FEET; THENCE S00°52'40"W A DISTANCE OF 150.00 FEET; THENCE S89°07'20"E A DISTANCE OF 337.95 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 579,311 SQUARE FEET OR 13.30 ACRES MORE OR LESS OF WHICH 1.79 ACRES IS NEW DEDICATED ROAD ROW.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON JUNE 22ND, 2015, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.



CURVE TABLE

| CURVE # | DELTA | RADIUS | CHORD BEARING | LENGTH | CHORD |
|---------|------------|----------|---------------|---------|---------|
| C1 | 2°07'52" | 1815.00' | N88°03'24"W | 67.51' | 67.50' |
| C2 | 1°15'47" | 1815.00' | N87°37'22"W | 40.01' | 40.01' |
| C3 | 0°52'04" | 1815.00' | N88°41'18"W | 27.49' | 27.49' |
| C4 | 89°40'25" | 70.00' | N45°43'56"E | 109.56' | 98.71' |
| C5 | 42°52'21" | 70.00' | S69°07'58"W | 52.38' | 51.17' |
| C6 | 46°48'04" | 70.00' | S24°17'45"W | 57.18' | 55.60' |
| C7 | 191°53'42" | 60.00' | S46°12'17"W | 200.95' | 119.35' |
| C8 | 6°16'48" | 60.00' | N46°35'47"W | 6.58' | 6.57' |
| C9 | 52°03'43" | 60.00' | N17°25'13"W | 54.52' | 52.66' |
| C10 | 33°49'03" | 60.00' | N25°31'10"E | 35.41' | 34.90' |
| C11 | 33°49'05" | 60.00' | N59°20'14"E | 35.41' | 34.90' |
| C12 | 56°20'02" | 60.00' | S75°35'12"E | 58.99' | 56.65' |
| C13 | 9°33'36" | 60.00' | S42°37'40"E | 10.01' | 10.00' |

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC. AND THE CITY OF GRAND ISLAND, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**STERLING ESTATES FOURTH SUBDIVISION**" IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT

Grand Island, NE, THIS 22ND DAY OF JUNE, 2015.

John Niedfelt
JOHN NIEDFELT, MANAGER
NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC, A NEBRASKA LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT

Grand Island, NE, THIS 12 DAY OF May, 2015.

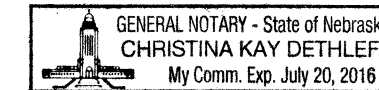
Jeremy Jensen
JEREMY JENSEN, MAYOR
CITY OF GRAND ISLAND

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL

SS
ON THIS 22 DAY OF June, 2015, BEFORE ME Christina Kay Dethlefs, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JOHN NIEDFELT, MANAGER, NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Grand Island, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES July 20, 2016



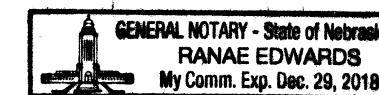
Christina Kay Dethlefs
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL

SS
ON THIS 12TH DAY OF May, 2015, BEFORE ME Ranae Edwards, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JEREMY JENSEN, MAYOR, CITY OF GRAND ISLAND, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Grand Island, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 12-29-18



Ranae Edwards
NOTARY PUBLIC

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

Bob G. Givie 5/6/15
CHAIRMAN DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

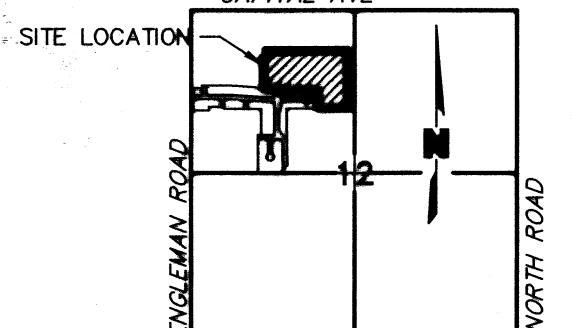
THIS 12 DAY OF May, 2015.

Jeremy Jensen
MAYOR
Ranae Edwards
CITY CLERK



LOCATION MAP

SEC. 12, T11N, R10W
NOT TO SCALE
CAPITAL AVE



201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.364.8750
FAX 308.364.8752

PROJECT NO. 2014-1966
NIEDFELT SURVEY
FB

OWNERS: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
SUBDIVIDER: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC. / CITY OF GRAND ISLAND
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 27

SHEET 2 OF 2



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item E-4

Public Hearing to Vacate Ewoldt Subdivision for Part of Prairie Commons Subdivision

Council action will take place under Ordinances item F-4.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 10, 2017

Subject: Request to Vacate Lots Ewoldt Subdivision and Easements as Shown on the Attached Vacation Plat

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

Background

Prataria Ventures LLC., as the owner of the impacted property has requested that the City vacate Ewoldt Subdivision as shown on the attached vacation plat.

Discussion

This request was made to facilitate the replatting of this property into Prairie Commons Subdivision. Vacating and replatting these lots and easements will not result in any issues with installed utilities.

Staff is recommending that Council retain the right-of-way and easements identified on the attached plat to vacate Ewoldt Subdivision. New easements and right of way have been dedicated for streets and utilities with the approval of Prairie Commons Subdivision in August of 2016.

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 ordinance to vacate Ewoldt Subdivision as requested.

Sample Motion

Move to approve as recommended.

PRATARIA VENTURES, LLC
P.O. Box 2078
Grand Island, NE 68802

September 5, 2017

Chad Nabity, Director
Hall County Regional Planning Department
100 E. 1st Street
P.O. Box 1968
Grand Island, NE 68802

RE: Prataria Ventures, LLC request to vacate

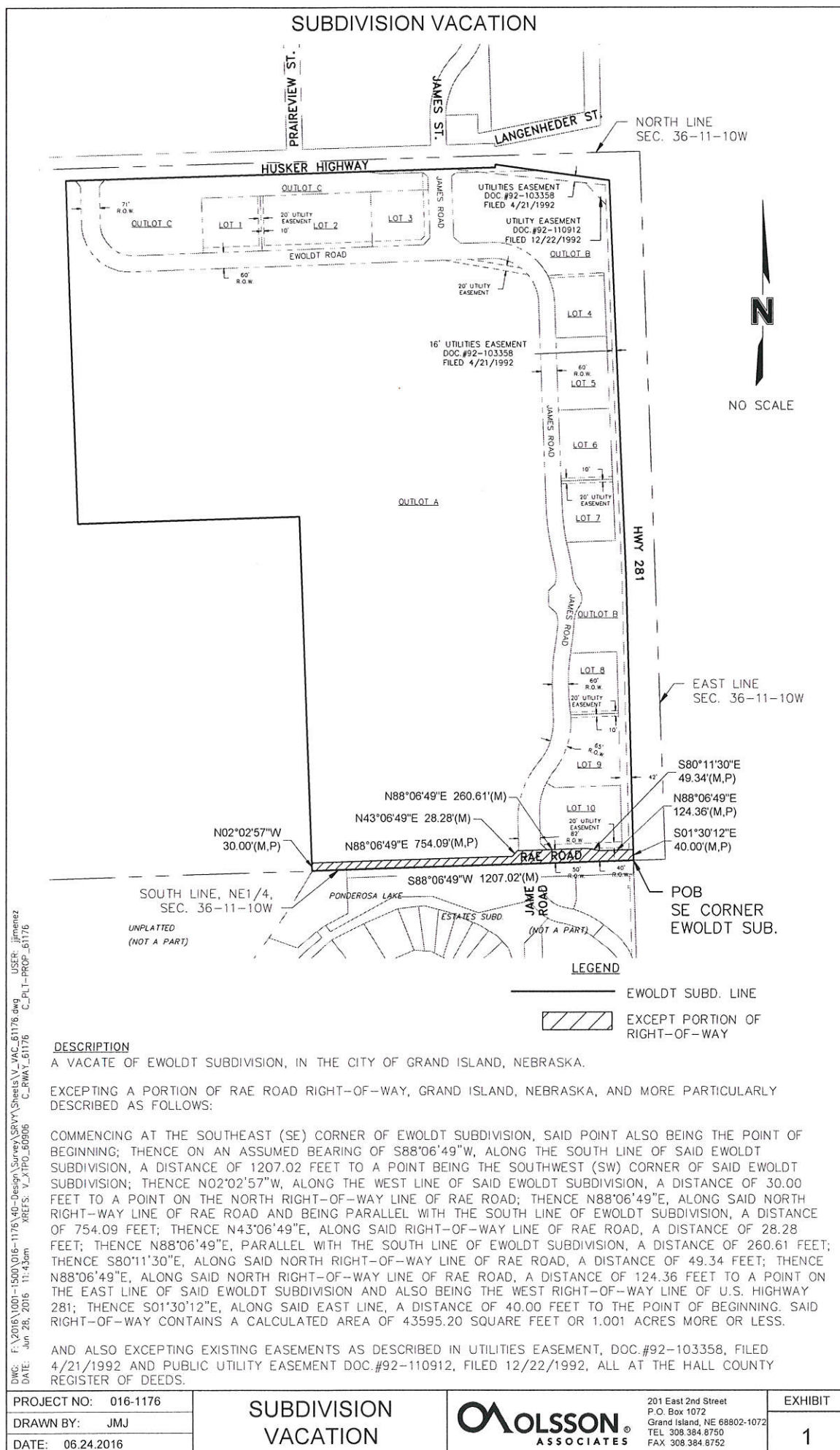
Dear Chad:

Prataria Ventures hereby respectfully request that all lots and land (Lots 1 through 10 and Outlots A, B and C) in Ewoldt Subdivision as approved by the Grand Island City Council on March 28 of 2006 be vacated in part as depicted and set forth in the subdivision vacation plat prepared and submitted by Olsson Associates.

Respectfully Submitted,
PRATARIA VENTURES, LLC



David Ost diek
Manager





City of Grand Island

Tuesday, October 10, 2017

Council Session

Item F-1

#9655 - Consideration of Amending the Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: October 10, 2017

Subject: Consideration of Approving Salary Ordinance No. 9655

Presenter(s): Aaron Schmid, Human Resources Director

Background

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the proposed change to the salary ordinance.

Discussion

The purpose of this salary ordinance is simply to correct an entry error for the Civil Engineer Manager position. The change is noted in the “red-line” copy of the ordinance.

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 proposed Salary Ordinance No. 9655.

Sample Motion

Move to approve Salary Ordinance No. 9655.

ORDINANCE NO. 9655

An ordinance to amend Ordinance 9652 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to rename the non-union position Assistant Public Works Director/Manager of Engineering Services to Assistant Public Works Director/Engineering; to remove the non-union position of Library Assistant Director; to move the IBEW Service/Clerical positions of Administrative Assistant—Utilities and Utility Secretary to the IBEW Utilities labor agreement; to amend the salary ranges of non-union employees; to amend the salary ranges of employees covered under the AFSCME labor agreement; to amend the salary ranges of employees covered under the IBEW Finance, IBEW Wastewater, IBEW Service Clerical and the IBEW Utilities labor agreements; to amend the salary ranges of employees covered under the FOP labor agreement~~to correct the salary range of the non-union position Civil Engineering Manager-PCC; and to repeal those portions of Ordinance No. 9652 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

| |
|--|
| Approved as to Form <input type="checkbox"/> _____ <input type="checkbox"/> City Attorney |
|--|

ORDINANCE NO. 9655 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|---|---------------------------------|
| Accountant | 25.0420/36.7545 | Exempt |
| Accounting Technician – Solid Waste | 20.1118/25.2200 | 40 hrs/week |
| Assistant to the City Administrator | 23.6076/33.2328 | Exempt |
| Assistant Finance Director | 33.9866/49.0855 | Exempt |
| Assistant Public Works Director/Engineering | 38.9075/58.6000 | Exempt |
| Assistant Utilities Director – Engineering/Business Operations | 52.4196/75.5731 | Exempt |
| Assistant Utilities Director – Production | 54.4194/77.3596 | Exempt |
| Assistant Utilities Director – Transmission | 54.4194/79.5179 | Exempt |
| Attorney | 32.8943/48.8298 | Exempt |
| Biosolids Technician | 19.9492/30.2055 | 40 hrs/week |
| Building Department Director | 38.9156/57.9988 | Exempt |
| CADD Operator | 21.7392/31.2635 | 40 hrs/week |
| Cemetery Superintendent | 24.9930/37.0264 | Exempt |
| City Administrator | 71.4964/83.4798 | Exempt |
| City Attorney | 48.0254/66.6890 | Exempt |
| City Clerk | 32.1275/43.2299 | Exempt |
| Civil Engineer I | 30.9104/43.9238 | Exempt |
| Civil Engineer II | 35.0776/50.5140 | Exempt |
| Civil Engineering Manager – Utility PCC | 43.7585/ 57.6101 60.9521 | Exempt |
| Collection System Supervisor | 25.2062/36.6306 | 40 hrs/week |
| Community Service Officer – Part time | 16.3821/22.3330 | 40 hrs/week |
| Custodian – Library, Police | 14.6526/20.9826 | 40 hrs/week |
| Customer Service Representative – Part time | 10.1816/14.0817 | 40 hrs/week |
| Customer Service Team Leader | 20.4821/28.0380 | Exempt |
| Electric Distribution Superintendent | 38.0495/52.6906 | Exempt |
| Electric Distribution Supervisor | 32.1304/46.4077 | 40 hrs/week |
| Electric Underground Superintendent | 33.8855/48.8524 | Exempt |
| Electrical Engineer I | 29.3018/42.3606 | Exempt |
| Electrical Engineer II | 33.9868/49.0856 | Exempt |
| Emergency Management Deputy Director | 27.5291/40.4906 | Exempt |
| Emergency Management Director | 39.1800/57.9988 | Exempt |
| Engineer I – Public Works | 31.9298/45.3644 | Exempt |
| Engineer I – WWTP | 31.9298/44.9241 | Exempt |
| Engineering Technician - WWTP | 21.6888/29.9419 | 40 hrs/week |

ORDINANCE NO. 9655 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|-------------------------------------|---------------------------------|
| Equipment Operator - Solid Waste | 18.8402/27.0280 | 40 hrs/week |
| Finance Director | 44.5620/67.8909 | Exempt |
| Finance Operations Supervisor | 23.5153/33.0311 | Exempt |
| Fire Chief | 43.8841/66.8839 | Exempt |
| Fire EMS Division Chief | 37.2284/53.9871 | Exempt |
| Fire Operations Division Chief | 37.2284/53.9871 | Exempt |
| Fire Prevention Division Chief | 36.4315/52.2063 | Exempt |
| Fleet Services Shop Foreman | 24.8053/37.0367 | 40 hrs/week |
| GIS Coordinator - PW | 29.0889/43.3841 | Exempt |
| Golf Course Superintendent | 25.6180/36.9726 | Exempt |
| Grounds Management Crew Chief – Cemetery | 21.5304/31.1900 | 40 hrs/week |
| Grounds Management Crew Chief – Parks | 22.9087/32.8811 | 40 hrs/week |
| Human Resources Director | 39.2863/58.6741 | Exempt |
| Human Resources Benefits/Risk Mgmt Coordinator | 23.8470/35.2851 | 40 hrs/week |
| Human Resources Recruiter | 23.8470/35.2851 | 40 hrs/week |
| Human Resources Specialist | 23.8470/35.2851 | 40 hrs/week |
| Information Technology Manager | 38.1246/57.5444 | Exempt |
| Legal Secretary | 21.3052/28.7935 | 40 hrs/week |
| Librarian I | 23.5150/29.8553 | Exempt |
| Librarian II | 26.2548/33.4820 | Exempt |
| Library Assistant I | 14.3559/20.7473 | 40 hrs/week |
| Library Assistant II | 17.7411/25.1156 | 40 hrs/week |
| Library Director | 42.3759/64.8136 | Exempt |
| Library Page | 10.2060/14.0796 | 40 hrs/week |
| Library Secretary | 16.8394/23.3320 | 40 hrs/week |
| Maintenance Worker – Golf | 16.4369/25.7469 | 40 hrs/week |
| Meter Reader Supervisor | 23.5153/30.5976 | Exempt |
| MPO Program Manager | 25.5386/38.3336 | Exempt |
| Office Manager – Police Department | 19.9156/28.6495 | 40 hrs/week |
| Parks and Recreation Director | 42.6304/64.8620 | Exempt |
| Parks Superintendent | 31.7524/47.0128 | Exempt |
| Payroll Specialist | 20.5197/29.7956 | 40 hrs/week |
| Planning Director | 40.5175/61.1830 | Exempt |
| Police Captain | 37.3229/53.7815 | Exempt |
| Police Chief | 46.2620/67.9351 | Exempt |

ORDINANCE NO. 9655 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|-------------------------------------|---------------------------------|
| Power Plant Maintenance Supervisor | 35.5371/48.0134 | Exempt |
| Power Plant Operations Supervisor | 37.7260/52.1594 | Exempt |
| Power Plant Superintendent – Burdick | 42.7013/60.5861 | Exempt |
| Power Plant Superintendent – PGS | 49.2281/69.8144 | Exempt |
| Public Information Officer | 28.2585/42.1368 | Exempt |
| Public Works Director | 45.8640/68.3250 | Exempt |
| Public Works Engineer | 33.3344/48.2010 | Exempt |
| Receptionist | 16.2370/25.5802 | 40 hrs/week |
| Recreation Coordinator | 23.5145/33.6513 | Exempt |
| Recreation Superintendent | 32.4386/49.4218 | Exempt |
| Regulatory and Environmental Manager | 39.3449/53.8784 | Exempt |
| Senior Electrical Engineer | 38.5745/53.7141 | Exempt |
| Senior Public Safety Dispatcher | 19.9491/26.7956 | 40 hrs/week |
| Senior Utility Secretary | 19.3261/25.9884 | 40 hrs/week |
| Shooting Range Superintendent | 28.3884/42.9764 | Exempt |
| Solid Waste Division Clerk - Full Time | 19.5948/24.7660 | 40 hrs/week |
| Solid Waste Division Clerk - Part Time | 17.4470/22.4888 | 40 hrs/week |
| Solid Waste Foreman | 22.7440/31.7591 | 40 hrs/week |
| Solid Waste Superintendent | 33.1380/48.8771 | Exempt |
| Street Superintendent | 31.5101/46.8878 | Exempt |
| Street Foreman | 24.1698/35.4161 | 40 hrs/week |
| Transit Program Manager | 27.2356/39.1203 | Exempt |
| Turf Management Specialist | 23.0237/32.5926 | 40 hrs/week |
| Utilities Director | 74.5524/99.3789 | Exempt |
| Utility Production Engineer | 38.0339/56.0660 | Exempt |
| Utility Warehouse Supervisor | 26.9010/37.8519 | 40 hrs/week |
| Victim Assistance Unit Coordinator | 16.4543/24.0026 | 40 hrs/week |
| Victim/Witness Advocate | 15.0826/22.0017 | 40 hrs/week |
| Wastewater Plant Chief Operator | 24.1472/35.1586 | 40 hrs/week |
| Wastewater Plant Engineer | 34.6253/52.9966 | Exempt |
| Wastewater Plant Operations Engineer | 33.4478/50.0133 | Exempt |
| Wastewater Plant Maintenance Supervisor | 25.7302/36.5320 | 40 hrs/week |
| Wastewater Plant Regulatory Compliance Manager | 33.4501/39.9330 | Exempt |
| Water Superintendent | 31.9568/46.7388 | Exempt |
| Water Supervisor | 25.2435/36.7276 | 40 hrs/week |

ORDINANCE NO. 9655 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|---------------------------------------|-------------------------------------|---------------------------------|
| Worker / Seasonal | 9.0000/20.0000 | Exempt |
| Worker / Seasonal | 9.0000/20.0000 | 40 hrs/week |
| Worker / Temporary | 9.0000/20.0000 | 40 hrs/week |
| Worker / Parks & Recreation Part time | 9.0000/20.0000 | 40 hrs/week |

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work any hours or portion thereof that begins between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|-------------------------------------|-------------------------------------|---------------------------------|
| Equipment Operator – Streets | 20.2573/30.0084 | 40 hrs/week |
| Fleet Services Mechanic | 22.6354/33.5361 | 40 hrs/week |
| Horticulturist | 23.2001/34.4339 | 40 hrs/week |
| Maintenance Worker – Cemetery | 19.1529/28.3966 | 40 hrs/week |
| Maintenance Worker – Parks | 18.8928/28.0271 | 40 hrs/week |
| Maintenance Worker – Streets | 18.8841/27.9944 | 40 hrs/week |
| Senior Equipment Operator – Streets | 21.7407/32.2452 | 40 hrs/week |
| Senior Maintenance Worker – Streets | 21.5907/32.0228 | 40 hrs/week |
| Traffic Signal Technician | 21.4414/31.8015 | 40 hrs/week |

ORDINANCE NO. 9655 (Cont.)

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|------------------------------------|-------------------------------------|---------------------------------|
| Accounting Clerk | 17.7758/23.5229 | 40 hrs/week |
| Administrative Assistant-Utilities | 19.9718/28.7466 | 40 hrs/week |
| Cashier | 16.7924/22.8825 | 40 hrs/week |
| Custodian | 17.3168/20.7680 | 40 hrs/week |
| Electric Distribution Crew Chief | 35.0781/45.0560 | 40 hrs/week |
| Electric Underground Crew Chief | 35.0781/45.0560 | 40 hrs/week |
| Engineering Technician I | 22.0667/30.5436 | 40 hrs/week |
| Engineering Technician II | 27.5224/36.9386 | 40 hrs/week |
| Instrument Technician | 31.9675/42.1791 | 40 hrs/week |
| Lineworker Apprentice | 23.7367/34.0205 | 40 hrs/week |
| Lineworker First Class | 32.7290/39.6250 | 40 hrs/week |
| Materials Handler | 26.3770/34.1924 | 40 hrs/week |
| Meter Reader | 19.3859/25.5225 | 40 hrs/week |
| Meter Technician | 27.1987/32.9122 | 40 hrs/week |
| Payroll Clerk | 17.7758/23.5229 | 40 hrs/week |
| Power Dispatcher I | 30.7068/40.5910 | 40 hrs/week |
| Power Dispatcher II | 33.8351/44.4444 | 40 hrs/week |
| Power Plant Maintenance Mechanic | 30.5208/38.7529 | 40 hrs/week |
| Power Plant Operator | 33.2929/39.3280 | 40 hrs/week |
| Senior Accounting Clerk | 19.6926/25.7957 | 40 hrs/week |
| Senior Engineering Technician | 32.8642/41.2114 | 40 hrs/week |
| Senior Materials Handler | 30.5989/39.8894 | 40 hrs/week |
| Senior Meter Reader | 22.0869/26.3711 | 40 hrs/week |
| Senior Power Dispatcher | 39.8510/51.7230 | 40 hrs/week |
| Senior Power Plant Operator | 37.3984/46.7852 | 40 hrs/week |
| Senior Substation Technician | 39.6994/42.3424 | 40 hrs/week |
| Senior Water Maintenance Worker | 24.8696/33.3929 | 40 hrs/week |

ORDINANCE NO. 9655 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--------------------------|-------------------------------------|---------------------------------|
| Substation Technician | 37.6973/39.2418 | 40 hrs/week |
| Systems Technician | 34.5846/42.4335 | 40 hrs/week |
| Tree Trim Crew Chief | 30.1578/38.5387 | 40 hrs/week |
| Utility Electrician | 29.7562/39.2376 | 40 hrs/week |
| Utility Groundman | 20.0063/28.0000 | 40 hrs/week |
| Utility Secretary | 18.2740/25.7861 | 40 hrs/week |
| Utility Technician | 29.8950/40.1815 | 40 hrs/week |
| Utility Warehouse Clerk | 22.3419/27.8128 | 40 hrs/week |
| Water Maintenance Worker | 21.5145/29.2439 | 40 hrs/week |
| Wireworker I | 23.6029/34.1615 | 40 hrs/week |
| Wireworker II | 32.7290/39.6250 | 40 hrs/week |

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

| Classification | Hourly Pay Range Min/Max | |
|-----------------------|-------------------------------------|--|
| Police Officer | 21.4478/32.8582 | |
| Police Sergeant | 26.8440/40.3104 | |

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked,

ORDINANCE NO. 9655 (Cont.)

vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|-------------------------|-------------------------------------|---------------------------------|
| Fire Captain | 19.9429/27.6524 | 212 hrs/28 days |
| Firefighter / EMT | 15.1020/21.9163 | 212 hrs/28 days |
| Firefighter / Paramedic | 17.0188/24.0361 | 212 hrs/28 days |
| Life Safety Inspector | 22.9354/32.5426 | 40 hrs/week |
| Shift Commander | 24.3197/31.8276 | 212 hrs/28 days |

- 8 -

ORDINANCE NO. 9655 (Cont.)

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents (\$.50) per hour. SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|-------------------------------------|---------------------------------|
| Accounting Technician – WWTP | 18.2141/25.6290 | 40 hrs/week |
| Equipment Operator – WWTP | 18.4488/25.9593 | 40 hrs/week |
| Maintenance Mechanic I | 18.8178/26.4785 | 40 hrs/week |
| Maintenance Mechanic II | 21.8008/30.6760 | 40 hrs/week |
| Maintenance Worker – WWTP | 19.4706/27.3972 | 40 hrs/week |
| Wastewater Clerk | 15.5592/21.8931 | 40 hrs/week |
| Wastewater Plant Laboratory Technician | 20.3696/28.6620 | 40 hrs/week |
| Wastewater Plant Operator I | 18.3622/25.8377 | 40 hrs/week |
| Wastewater Plant Operator II | 20.4815/28.8197 | 40 hrs/week |

Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional 15 cents (\$0.15) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional 25 cents (\$0.25) per hour for wages attributable to those shifts. One lead Maintenance Worker

ORDINANCE NO. 9655 (Cont.)

covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|-------------------------------------|---------------------------------|
| Accounting Technician – Streets | 19.2314/25.6718 | 40 hrs/week |
| Accounts Payable Clerk | 17.7219/25.6402 | 40 hrs/week |
| Administrative Assistant | 20.0426/28.7466 | 40 hrs/week |
| Administrative Assistant - Parks | 20.0426/28.7466 | 40 hrs/week |
| Audio Video Technician | 19.8525/28.0067 | 40 hrs/week |
| Building Inspector | 22.3577/31.7228 | 40 hrs/week |
| Community Development Administrator | 21.8869/31.4690 | 40 hrs/week |
| Community Development Specialist | 20.0901/28.8148 | 40 hrs/week |
| Computer Operator | 23.8896/31.4043 | 40 hrs/week |
| Community Service Officer | 16.3821/22.3330 | 40 hrs/week |
| Computer Programmer | 24.1507/35.3935 | 40 hrs/week |
| Computer Technician | 24.6061/32.3470 | 40 hrs/week |
| Crime Analyst | 21.6518/30.7380 | 40 hrs/week |
| Electrical Inspector | 22.3577/31.7228 | 40 hrs/week |
| Emergency Management Coordinator | 20.0426/28.7466 | 40 hrs/week |
| Engineering Technician – Public Works | 21.6837/30.5812 | 40 hrs/week |
| Evidence Technician | 17.0568/24.9604 | 40 hrs/week |
| Finance Secretary | 17.4735/24.8327 | 40 hrs/week |
| GIS Coordinator | 27.8771/39.1170 | 40 hrs/week |
| Maintenance Worker I – Building, Library | 16.8177/22.7602 | 40 hrs/week |
| Maintenance Worker II – Building, Police | 17.7229/24.0253 | 40 hrs/week |
| Planning Technician | 24.0966/33.9028 | 40/hrs/week |

ORDINANCE NO. 9655 (Cont.)

| | | |
|----------------------------------|-----------------|-------------|
| Plans Examiner | 23.3529/33.1351 | 40 hrs/week |
| Plumbing Inspector | 22.3577/31.7228 | 40 hrs/week |
| Police Records Clerk – Full Time | 15.6742/21.8178 | 40 hrs/week |
| Public Safety Dispatcher | 16.9834/24.8081 | 40 hrs/week |
| Shooting Range Operator | 23.3967/31.7146 | 40 hrs/week |
| Stormwater Program Manager | 22.0597/31.1116 | 40 hrs/week |

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work any hours or a portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional thirty-five cents (\$0.35) per hour.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. Each employee, covered by the IAFF labor agreement, after their first year, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be

ORDINANCE NO. 9655 (Cont.)

used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. If any such employee covered by the FOP labor agreement shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to -\$700 in Years 1 and 2; in Year 3 eligible up to \$1,000. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$700 in Years 1 and 2; in Year 3 eligible up to \$1,000 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees covered by the IBEW Service/Clerical labor agreement in the Community Service Officer Full Time position shall be paid a uniform allowance at the rate of \$10.00 per pay period. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed \$10.00 per pay period.

ORDINANCE NO. 9655 (Cont.)

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

Non-union employees and employees covered by the FOP labor agreement, the IAFF labor agreement, the IBEW Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,500 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$12.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Employees covered by the FOP labor agreement who are directed to be on stand-by duty by the Chief of Police or Police Captain shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or fraction thereof, that occurs between regularly assigned duty shifts. In the event that an employee covered by the FOP labor agreement is called in to work while off duty, the employee shall be paid for a minimum of two (2) hours at one and one-half (1.5) the regular rate of pay and for any additional time worked thereafter.

ORDINANCE NO. 9655 (Cont.)

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) All employees covered in the IBEW Utilities labor agreements shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths hours (calculated at $53\% \times 1,106 \text{ hours} = 586.18 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector,

ORDINANCE NO. 9655 (Cont.)

shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$).

ORDINANCE NO. 9655 (Cont.)

Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. Employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at 37.5% x 1,280 hours = 480 hrs.), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid one hundred percent (100%) of their accumulated medical leave bank at the time of their death, not to exceed one thousand two hundred eighty (1,280) hours, based on the employee's salary at the time of their death.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor

ORDINANCE NO. 9655 (Cont.)

agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

SECTION 11. An employee, who is represented by the FOP labor agreement, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply: ten years (beginning 11th year) - \$ 645.50; fifteen years (beginning 16th year) - \$ 830.50; 20 years (beginning 21st year) - \$1,032.50; twenty-five years (beginning 26th year) - \$1,247.50.

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law, effective October 2, 2017.

SECTION 14. Those portions of Ordinance No. 9652 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

ORDINANCE NO. 9655 (Cont.)

Enacted October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item F-2

#9656 - Consideration of Amending Chapter 5 of the Grand Island City Code Relative to Mini-Pigs

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: October 10, 2017

Subject: Chapter 5 Code Changes

Presenter(s): Jerry Janulewicz, City Attorney

Background

A citizen of Grand Island was found to be in possession of a mini-pig in violation of City Code. This citizen forwarded a request to the Animal Advisory Board to change City Code to allow citizens to have mini-pigs within the city limits. The Animal Advisory Board then met to discuss the proposed changes and to either approve or disapprove proposed changes. What is being presented tonight are the changes approved by the Animal Advisory Board.

Discussion

Codes regarding mini-pigs from numerous cities across the United States were examined for guidance in crafting code changes for Grand Island. A mini-pig will be limited to pure-bred animals of the species *Sus Scrofa Domesticus*. The five allowed breeds under this definition are the Vietnamese Potbellied, Juliana, African Pygmy (or Guinea Hog), Yucatan and Ossabow Island pigs.

Owners of mini-pigs will be required to license their pigs just as owners of dogs and cats are required to license their animals. Mini-pigs are required to provide proof of a series of vaccinations specific to pigs before the pig can be licensed. Also, mini-pigs will be required to be on a leash just as dogs are required to be on a leash if off the owner's property.

People will only be allowed to have one mini-pig that is no more than 100 pounds fully grown and measuring 22 inches in height at the shoulder. When applying for a license for a mini-pig, the owner must: show written proof from a licensed veterinarian that by the age of four (4) months the mini-pig has been spayed or neutered and show documentation that the mini-pig is a pure-bred of one of the five allowable breeds.

Mini-pigs are required to be vaccinated and blood tested annually. Veterinarians will be required to complete a certificate of vaccination and blood testing and then provide a copy of that certificate to the Animal Control Authority. If any mini-pig tests positive for

pseudorabies, brucellosis or other disease, the mini-pig is to be housed by the Animal Control Authority until it is cured of the disease. If the mini-pig cannot be cured, then the Animal Control Authority will destroy the mini-pig. Any housing of a mini-pig and/or destruction will be at the cost of the owner of the mini-pig.

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 Ordinance amending Chapter 5 of City Code allowing for mini-pigs.

Sample Motion

Move to approve Ordinance No. 9656.

ORDINANCE NO. 9656

An ordinance to amend Chapter 5 of Grand Island City Code; to amend Sections 5-1, 5-12, 5-34 and Section 5-38; to add Sections 5-58 through 5-67; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Sections 5-1, 5-12, 5-34 and Section 5-38 of the Grand Island City Code are hereby amended to read as follows:

CHAPTER 5 ANIMALS

Article I. General

§5-1. Definitions

As used in this chapter, the following terms mean:

Abandon. To leave any animal in one's care, whether as owner or custodian, for any unreasonable length of time without making effective provision for its food, water, or other care as is reasonably necessary for the animal's health.

Animal. Any live, member of the Animal Kingdom with the following exceptions:

- Human beings;
- Animals that are sold commercially as food for human consumption;
- Animals that are slaughtered as food for human or animal consumption;
- Animals that are slaughtered or processed for human use;
- Animals that are used for scientific research conducted at commercial or academic facilities;
- Animals that are used as commonly acceptable bait for lawful fishing activities; or
- Vermin.

Animal Abuse. To knowingly, willfully, intentionally or inhumanely kill, maim, injure, torture, or beat an animal with the following exceptions:

- Euthanization or treatment by a Veterinarian or at a Veterinary Hospital or Clinic;
- Euthanization or treatment at an Animal Control Facility;
- Killing or injuring by members of law enforcement or Animal Control Officers in the course of their duties;
- Killing or injuring by persons protecting themselves or others from potential death or serious injury; or
- Training or disciplining an animal using commonly accepted methods.

| | |
|---------------------|---------------|
| Approved as to Form | by _____ |
| December 14, 2017 | City Attorney |

ORDINANCE NO. 9656 (Cont.)

Animal Control Authority. The entity contracted to enforce the City of Grand Island's animal control laws. This also includes any law enforcement agencies authorized to enforce local, State, or Federal animal control laws.

Animal Control Officer. Any person employed or designated by any Animal Control Authority or law enforcement agency to enforce local, State, or Federal animal control laws.-

Animal Shelter. Any facility operated by the City or by the duly authorized Animal Control Authority for the purpose of impounding or caring for animals held under the authority of this chapter.

Anti-Escape Barrier. Any housing, fencing, or device humanely designed to prevent a dog from leaving an area.

Apiary. A place where bee colonies are kept.

Auctions Facility. Any commercial establishment place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this ordinance. This section does not apply to individual sales of animals by owners.

Bedding. Dry material such as straw, cedar or wood chips, or any other absorbent material that provides insulation.

Bee. Any stage of the common domestic honey bee, Apis Mellifera Species.

Birds. Any feathered vertebrate, including pigeons, but excluding poultry.

Bite. Any seizure with the teeth or mouth by an animal which causes injury or harm.

Boarding Kennel. Any commercial facility used to house animals owned by persons other than the owner or operator.

Breeder. Any person or entity engaged in breeding and/or selling more than ten (10) animals in any twelve (12) month period.

Circus. A commercial variety show featuring animal acts for public entertainment.

Colony. A hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.

Commercial Animal Establishment. Any pet shop, grooming shop, auction facility, riding school or stable, performing animal exhibition, or kennel with the following exceptions:

ORDINANCE NO. 9656 (Cont.)

An animal shelter;
A veterinary hospital or clinic;
A commercial facility that sells, slaughters, or processes animals; or
A commercial or academic animal research facility.

Cruelly mistreat. To knowingly and intentionally kill, maim, disfigure, torture, beat, mutilate, burn, scald, or otherwise inflict harm upon any animal.

Cruelly neglect. To fail to provide any animal in one's care, whether as owner or custodian, with food, water, or other care as is reasonably necessary for the animal's health.

Dangerous Animal. An animal that has killed a human being; has inflicted injury on a human being that requires medical treatment, or has killed a domestic animal without provocation with the following exceptions:

An animal that is provoked;
An animal that is serving as a guard for persons or property; or
An animal that kills or injures a person who is trespassing.

Domestic animal. Shall mean a cat, a dog, or livestock.

Enclosure. Any tract of land intended to restrain or contain an animal by means of a building, fence, or any other means.

Fowl. Any poultry, other than pigeons.

Grooming Shop. A commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

Health Department. The agency or organization the City contracts with or designates to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code related to public health and welfare.

Hive. A structure intended for the housing of a bee colony.

Hybrid animal. Any animal which is the product of the breeding of a domestic dog with a nondomestic canine species.

Humane killing. The destruction of an animal by a method which causes the animal a minimum of pain and suffering.

Kennel. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

ORDINANCE NO. 9656 (Cont.)

Livestock. Any hoofed animal commonly associated with domestic agricultural purposes, including but not limited to: horses, mules, donkeys, cows, sheep, goats, llamas, hogs, bovine, equine, swine, sheep, goats, domesticated cervine animals, ratite birds, or poultry.

Medical treatment. Treatment administered by a physician or other licensed health care professional.

Mini-pig. A pure-bred animal of the species *Sus Scrofa Domesticus*, commonly known as Vietnamese Potbellied, Juliana, African Pygmy (Guinea Hog), Yucatan or Ossabow Island pigs.

Mutilation. Intentionally causing permanent injury, disfigurement, degradation of function, incapacitation, or imperfection to an animal. Mutilation does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

Owner. Any person(s), or legal entity having permanent control of an animal or housing, feeding, or controlling an animal for more than three (3) days with the following exceptions:

A boarding kennel; or

A veterinarian, veterinary hospital, or veterinary clinic.

Performing Animal Exhibition. Any spectacle, display, act, circus, fair, or event in which animals perform.

Pet. Any animal kept for pleasure or companionship rather than solely for utility.

Pet Shop. Any person, partnership, or corporation, whether operated separately or in connection with another business except for a licensed kennel, that buys, sells, or boards any species of animal.

Potentially Dangerous Animal. (a) Any animal that when unprovoked:

inflicts an injury on a human being that does not require medical treatment; or

injures a domestic animal; or

chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) Any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

Restraint. Securing an animal by a leash or lead which results in it being under the control of owner or custodian or being confined within the real property limits of its owner or custodian.

ORDINANCE NO. 9656 (Cont.)

Riding School or Stable. Any place which has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule, or burro.

Running at Large. Any dog or other animal off outside the premises of its owner or custodian and not controlled by a leash, cord, chain, rope, cage or other suitable means of physical restraint.

Shelter. Any structure with a roof and at least three (3) walls designed and capable of protecting and/or housing one or more animals while providing protection from the elements and affording any animal housed or protected in it, the space to sit, stand, lie down, and turn around.

Torture. Intentionally subjecting an animal to pain, suffering, or agony with the following exceptions:

1. The slaughter of animals as food for human or animal consumption;
2. The slaughter or processing of animals for human use;
3. The use of animals for scientific research conducted at commercial or academic facilities;
4. The use of animals as commonly acceptable bait for lawful fishing activities;
5. The extermination of vermin;
6. The euthanization or treatment of an animal by a Veterinarian or at a Veterinary Hospital or Clinic;
7. The euthanization or treatment of an animal at an animal control facility;
8. The killing or injuring of animals by members of law enforcement or Animal Control Officers in the course of their duties;
9. The killing or injuring of animals by persons protecting themselves or others from potential death or serious injury; or
10. The training or disciplining of animals using commonly accepted methods.

Vermin. Animals that infest places where humans live, work, or control and which are commonly considered objectionable, excluding animals used solely as feeder animals. Examples include but are not limited to rodents and insects.

Wild Animal. Any animal that is native to a foreign country, of foreign origin or character, not native to the United States, not native to the State of Nebraska, and/or is any wild, poisonous, or potentially dangerous animal not normally considered domesticated, including but not limited to monkeys, raccoons, skunks, snakes and lions but excluding birds and those animals listed on the Approved Animal List.

Article III. Animal Licenses

§5-12. Registration Fee; Amounts; Delinquent

(A) The owner of any dog, cat or mini-pig over the age of three months in the City of Grand Island shall pay an annual pet license fee for said animal. Such fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

The annual pet license as provided in this section shall be for the period of January 1 through December 31 of the licensing year. The pet license provided for by this section shall be secured by each new owner or new resident within thirty days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the dog, cat or mini-pig may have been registered within the annual period by a previous owner or that the dog, cat or mini-pig had been registered with another authority other than the City of Grand Island.

(B) The fee required in (A) above shall become due on January 1 of the licensing year and shall become delinquent on February 1 of each year. The owner of any dog, cat or mini-pig in the City of Grand Island registering the same after said fee has become delinquent shall pay a surcharge in accordance with the fees adopted by the governing body identified in the City of Grand Island Fee Schedule.

(C) No dog, cat or mini-pig shall be registered and licensed unless and until the owner shall display a certificate of a licensed veterinarian showing that such dog or cat has been vaccinated for rabies. No mini-pig shall be registered and licensed unless and until the owner shall show proof of vaccination as found in Section 5-64 as found below.

(D) The owner of any dog, cat or mini-pig that has been declared "potentially dangerous" or "dangerous" shall pay, in addition to the pet license above, an annual kennel inspection fee. Such fee shall become due at the time of the declaration, and then shall be paid annually thereafter with the annual fee becoming due on January 1 of the year following the declaration, and shall become delinquent on February 1 of said year. The kennel inspection fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

Article VI. Animal Control

§5-34. Running at Large; Restraint Required

It shall be unlawful for any owner to suffer or permit any dog or other animal to run at large within the corporate limits of the City of Grand Island. "Running at Large" shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequate fenced in area or securely fastened to a leash, chain, or trolley system that is of a size and weight appropriate to the size, weight and temperament of the animal to prevent the animal from leaving the owner's premises. It shall be the duty of the Animal Control Authority or other appropriate city law enforcement officer to impound any animal found running at large within the City of Grand Island. Every animal found running at large in violation of this or any other section of the Grand Island City Code is declared to be a public nuisance and may be impounded at the discretion of the Animal Control Authority or other appropriate city law enforcement officer.

ORDINANCE NO. 9656 (Cont.)

§5-38. Animal Noise

(A) No owner shall allow conditions to exist on said owner's property whereby the owner's animal or animals annoy or disturb any neighborhood or any person by loud, continuous, or frequent barking, howling, yelping, crowing, oinking, squealing or grunting.

(B) Owners will be subject to fine pursuant to §1-7 of this code, or Nuisance Owner declaration pursuant to §5-46 at the discretion of the Animal Control Authority or other law enforcement personnel.

SECTION 2. CHAPTER 5 OF THE Grand Island City Code is hereby amended by adding the following:

Article X. Mini-Pigs

§5-58. Number and Size Restrictions.

It shall be unlawful for any person to own, keep, or harbor at any time more than one mini-pig, as defined in Section 5-1 above, per residential or dwelling unit within the city limits. Further, it shall be unlawful for any person to own, keep or harbor any mini-pig reaching a size greater than 100 pounds in weight and/or 22 inches in height measured at the shoulder within the city limits.

§5-59. Spaying/Neutering.

It shall be unlawful to own, keep or harbor a mini-pig within the city limits that is not spayed or neutered if four (4) months of age or older.

§5-60. Restraint.

It shall be unlawful for the owner of any mini-pig within the city to fail to keep their mini-pig securely restrained by a leash, cord, chain, rope, trolley system, or fence sufficient to confine the mini-pig in or upon their premises.

§5-61. Damaging Property of Others.

It shall be unlawful for the owner of a mini-pig to allow or permit their mini-pig to damage property of others or cause bodily injury. If the owner is adjudged guilty of a violation of this section, the court may, in addition to the penalty provided for the violation of this Code, order such disposition or destruction of the offending mini-pig as may seem reasonable and proper.

§5-62. License Application.

Written application for a pet license as required by provisions of this Chapter shall be made to the Animal Control Authority, or other authorized agency. The contents of the application shall contain:

- (a) The name and address of the owner of the mini-pig;

ORDINANCE NO. 9656 (Cont.)

- (b) The color, age and sex of the mini-pig;
- (c) Documentation signed by a licensed veterinarian indicating that, upon reaching the age of four (4) months, the mini-pig has been neutered or spayed;
- (d) Documentation of the breed of the mini-pig conforming to the definition of mini-pig as found in Section 5-1 above; and
- (e) Other such information as may identify the mini-pig.

The applicant shall certify to the information contained in such application under penalty of law for the willful making of any untrue statement.

§5-63. Date for Obtaining License.

Licenses required by Section 5-12 shall be procured in conformance with the requirements of Section 5-12.

§5-64. Vaccination Required.

Every mini-pig required to be licensed by this Article shall be vaccinated by a veterinarian licensed to practice in the State of Nebraska for the following diseases:

| | |
|--|---|
| <u>Four (4) to Six (6) Weeks of Age:</u> | <u>Erysipelas bacterin</u> |
| | <u>Leptospira (5 or 6 serotypes) bacterin</u> |
| | <u>Atrophic rhinitis vaccine</u> |
| <u>Eight (8) to Ten (10) Weeks of Age:</u> | <u>Repeat above schedule (unless second vaccine already administered)</u> |
| <u>Biannually:</u> | <u>Booster leptospira bacterin</u> |
| <u>Annually:</u> | <u>Booster erysipelas bacterin</u> |
| | <u>Tetanus toxoid (if recommended by veterinarian)</u> |
| | <u>Booster atrophic rhinitis vaccine</u> |

Young mini-pigs shall be vaccinated within thirty (30) days after they have reached two (2) months of age. Unvaccinated mini-pigs acquired or moved into the State must be vaccinated within thirty (30) days after purchase or arrival, unless under two (2) months of age as specified above. Subject to the above, every such mini-pig shall be revaccinated following a period of not more than twelve (12) months since its last vaccination.

§5-65. Blood Tests Required.

Every mini-pig required to be licensed by this article shall, no later than the age of eight (8) weeks, be blood tested to ensure that the animal is not carrying pseudorabies or brucellosis. Such testing shall be repeated annually thereafter. In the event the animal tests positive for either disease, the animal shall be held by the Animal Control Authority and treated until cured, or if

ORDINANCE NO. 9656 (Cont.)

the disease is incurable, the animal shall be destroyed. The cost of holding and, if necessary, destroying the animal shall be borne by the owner of the animal.

§5-66. Certificate of Vaccination and Blood Testing.

It shall be the duty of each veterinarian, at the time of vaccinating or blood testing any mini-pig, to complete a certificate of vaccination and blood testing, which shall include but not be limited to the following information:

- (a) The owner's name and address;
- (b) An adequate description of the animal, including but not limited to such items as the animal's sex, age, name, and distinctive markings;
- (c) The date of vaccination;
- (d) The vaccination tag number;
- (e) The type of vaccine administered;
- (f) The manufacturer's serial number of the vaccine used. Such veterinarian shall issue a tag with the certificate of vaccination;
- (g) The date of blood testing; and
- (h) The results of the blood tests.

The veterinarian shall make and provide a copy of each certificate issued to the Animal Control Authority at the time of its issuance. In the event blood tests reveal the presence of pseudorabies, brucellosis, or other disease, the veterinarian shall notify the Animal Control Authority immediately.

§5-67. Penalty for Violations.

Any person upon whom a duty is placed by the provisions of this Article who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of this Article, shall be fined pursuant to §1-7 of this Code and the owner shall be subject to the provisions of §5-46 Nuisance Owner of this Code. Each day that a violation of any section of this chapter continues shall constitute a separate and distinct offense and shall be punishable as such. The penalties herein provided shall be cumulative with and in addition to any penalty or forfeiture elsewhere in this chapter provided.

SECTION 3. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

ORDINANCE NO. 9656 (Cont.)

Enacted: October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item F-3

#9657 - Consideration of Property Exchange for Part of Sterling Estates 8th Subdivision for Part of Sterling Park in Sterling Estates 4th Subdivision

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9657

An ordinance directing and authorizing the conveyance of property to Starostka Group Unlimited, Inc.; providing for the giving of notice of such conveyance and the terms thereof; providing for notice of public hearing held on acquisition; providing for the right to file a remonstrance against such conveyance; authorizing the execution and delivery of a deed; providing for publication and the effective date of this ordinance.

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

SECTION 1. The City will convey to Starostka Group Unlimited, Inc., a Nebraska corporation, the City's interests in and to the lands described as follows:

The south ten (10) feet of Lot Six (6), Block Two (2), and the south ten (10) feet of Lot Twelve (12), Block One (1), all in Sterling Estates Eighth Subdivision in the City of Grand Island, Hall County, Nebraska;

SECTION 2. Conveyance of the real estate above described to Starostka Group Unlimited, Inc. shall be by special warranty deed for and in consideration of the subdivision agreements for Sterling Estates Fourth and Sterling Estates Eighth Subdivision and for and in consideration of conveyance to the City of Grand Island the following described tracts, to wit:

A part of Outlot A in Sterling Estates Fourth Subdivision in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:
Commencing at the Northeast (NE) corner of Lot Eight (8), Block Two (2) in Sterling Estates Fourth Subdivision; thence north along the east boundary of said Outlot A a distance of 10 feet; thence west on a line parallel with the north boundary of said Lot Eight (8), Block Two (2) a distance of 124.0 feet; thence south to the northwest (NW) corner of said Lot Eight (8), Block Two (2); thence

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| Approved as to Form | by _____ |
| December 14, 17 | City Attorney |

ORDINANCE NO. 9657 (Cont.)

east upon the north boundary of Lot Eight (8), Block Two (2) to the point of beginning;

and

The South 10 feet of Outlot B in Sterling Estates Fourth Subdivision in the City of Grand Island, Hall County, Nebraska;

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the Grand Island Independent, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. As required by law, by enactment of this Ordinance, the City Council of the City of Grand Island does hereby authorize the acquisition of the above-described tracts by action taken in a public meeting after notice and public hearing.

SECTION 5. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 6. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to Starostka Group Unlimited, Inc., a special warranty deed for said real

ORDINANCE NO. 9657 (Cont.)

estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item F-4

#9658 - Consideration of Vacating Ewoldt Subdivision for Part of Prairie Commons Subdivision

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

Staff Contact: Chad Nabity

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9658

An ordinance to vacate the plat for Ewoldt Subdivision; to provide for the recording of this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the plat dated April 10, 2006 and approved by the City of Grand Island, Nebraska, on March 28, 2006 for Ewoldt Subdivision is hereby vacated, excepting a portion of Rae Road right-of-way, Grand Island, Nebraska, and more particularly described as follows: Commencing at the Southeast (SE) corner of Ewoldt Subdivision, said point also being the point of beginning; thence on an assumed bearing of S88°06'49"W, along the south line of said Ewoldt Subdivision, a distance of 1207.02 feet to a point being the Southwest (SW) corner of said Ewoldt Subdivision; thence N02°02'57"W, along the west line of said Ewoldt Subdivision, a distance of 30.00 feet to a point on the north right-of-way line of Rae Road; thence N88°06'49"E, along said north right-of-way line of Rae Road and being parallel with the south line of Ewoldt Subdivision, a distance of 754.09 feet; thence N43°06'49"E, along said

Approved as to Form ☐ _____
December 14, 2017 ☐ City Attorney

ORDINANCE NO. 9658 (Cont.)

right-of-way line of Rae Road, a distance of 28.28 feet; thence N88°06'49"E, parallel with the south line of Ewoldt Subdivision, a distance of 260.61 feet; thence S80°11'30"E, along said north right-of-way line of Rae Road a distance of 49.34 feet; thence N88°06'49"E, along said north right-of-way line of Rae Road, a distance of 124.36 feet to a point on the east line of said Ewoldt Subdivision and also being the west right-of-way line of U.S. Highway 281; thence S01°30'12"E, along said east line, a distance of 40.00 feet to the point of beginning. Said right-of-way contains a calculated area of 43595.20 square feet or 1.001 acres more or less. And also excepting existing easements as described in Utilities Easement, Doc. #92-103358, filed 4/21/1992 and Public Utility Easement Doc. #92-110912, filed 12/22/1992, all at the Hall County Register of Deeds.

SECTION 2. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item F-5

#9659 - Consideration of Amending Ordinance No. 9642 Chapter 23 of the Grand Island City Code - Rental Car Occupation Tax to Renumber Sections 23-81 through 23-91

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: October 10, 2017

Subject: An Ordinance to Amend Ordinance No. 9642 Codified as Grand Island City Code Chapter 23, Article IX Rental Car Occupation Tax, Renumbering Sections 23-81 to 23-91

Presenter(s): Jerry Janulewicz, City Attorney

Background

On August 15, 2017, the City Council enacted Ordinance No. 9642 codified as Grand Island City Code Chapter 23, Article IX Rental Car Occupation Tax. Subsequent to its enactment, city staff discovered an error in the numbering of Sections 23-81 to 23-91 as set forth in the ordinance. This error created overlapping code sections by number. City staff is recommending adoption of an ordinance to renumber the following sections in Chapter 23, Article IX Rental Car Occupation Tax:

§23-81 renumbered as §23-87;
§23-82 renumbered as §23-88;
§23-83 renumbered as §23-89;
§23-84 renumbered as §23-90;
§23-85 renumbered as §23-91;
§23-86 renumbered as §23-92;
§23-87 renumbered as §23-93;
§23-88 renumbered as §23-94;
§23-89 renumbered as §23-95;
§23-90 renumbered as §23-96;
§23-91 renumbered as §23-97;

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 amending Ordinance No. 9642 to renumber Sections 23-81 to 23-91.

Sample Motion

Move to Ordinance No. 9659.

ORDINANCE NO. 9659

An ordinance to amend Ordinance No. 9642 codified as Grand Island City Code Chapter 23, Article IX Rental Car Occupation Tax, renumbering Sections 23-81 to 23-91; to provide for continued effect of Ordinance No. 9642; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Ordinance No. 9642 codified as Chapter 23, Article IX, Rental Car Occupation Tax, of the Grand Island City Code is hereby amended by renumbering sections 23-81 through 23-91 as follows:

§23-81 is renumbered as §23-87;
§23-82 is renumbered as §23-88;
§23-83 is renumbered as §23-89;
§23-84 is renumbered as §23-90;
§23-85 is renumbered as §23-91;
§23-86 is renumbered as §23-92;
§23-87 is renumbered as §23-93;
§23-88 is renumbered as §23-94;
§23-89 is renumbered as §23-95;
§23-90 is renumbered as §23-96;
§23-91 is renumbered as §23-97;

SECTION 2. Except as amended hereby, Ordinance No. 9642, enacted August 15, 2017, is and shall remain in full force and effect.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
December 14, 2017 ☐ City Attorney



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-1

Approving Minutes of September 26, 2107 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 26, 2017

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 September 26, 2017. Notice of the meeting was given in *The Grand Island Independent* on September 20, 2017.

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 Jimenez, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Grace Johnson.

INVOCATION was given by Pastor Rene Lopez, Iglesia de Dios, 2325 West State Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of the Food & Beverage Occupation Tax Oversight Committee Annual Report. Chairman of the Food and Beverage Occupation Tax Oversight Committee Ron Depue gave the Annual Report of the committee as required by city code. He gave a brief history of the tax and what it was to be spent on. After review of all records it was the committee's opinion that funds comply with all requirements of City Ordinances and Agreements.

The Committee's recommendation was that in addition to providing the required quarterly reports, Grow Grand Island and the Foundation provide to the City and the Committee monthly written confirmation that all Tax Funds are fully insured or collateralized as required by the Agreement.

Discussion was held concerning the Grow Grand Island piece of the agreement and the \$500,000 they received from the City.

BOARD OF EQUALIZATION: Motion by Minton, second by Nickerson to adjourn to the Board of Equalization. Motion adopted.

#2017-BE-6 - Consideration of Determining Benefits for Sanitary Sewer District No. 538T: North Engleman Road. Public Works Director John Collins reported that work had been completed and connection fees had been calculated. The costs had been charged to the adjacent property owners and due when a property "taps" or connects to the sanitary sewer system. Staff recommended approval.

Motion by Donaldson, second by Fitzke to approve Resolution #2017-BE-6. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Hehnke to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Amending Chapter 36 of the Grand Island City Code to Include an R-3-SL Medium Density Residential Small Lot Zoning District. Regional Planning Department Director Chad Nabity reported that the Grand Island Area Habitat for Humanity and local developer Amos Anson had requested an addition to City Code. Two options were submitted to the Planning Commission. The option presented as recommended would create a district that would not only lowers the minimum lot size and width but allowed for town home type development in a regular zoning district Staff recommended approval.

The following people spoke in support:

Amos Anson, 4234 Arizona Avenue
Brian Schultz, 812 West 15th Street
Dana Jelinek, 502 West 2nd Street
Bret Forsman, 4238 Vermont Avenue
Larry Glasier, 4236 Utah Avenue
Ron Jelinek, 616 Swan Lane
Frank Vivian, 2418 Brahma Street
Dan Phillips, 517 South Grant Street
Harold Rosenkotter, 4110 Terrace Circle

No further public testimony was heard.

Public Hearing on Request to Rezone Part of Lot 1 and all of Lot 2 of Proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and West of Shady Bend Road from LLR Large Lot Residential to B-2 General Business (Niedfelt Property Management, LLC). Regional Planning Director Chad Nabity reported that Niedfelt Property Management, LLC submitted an application to rezone part of Lot 1 and all of Lot 2 of the proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive west of Shady Bend Road from LLR Large Lot Residential to B-2 General Business. Staff recommended approval.

The following people spoke in opposition:

Elaine Dooley, 3060 Roselawn Drive
Ray Dooley, 3060 Roselawn Drive
Steve Spaulding, 3204 So. Shady Bend Road
Judy Herzog, 3415 Conrad Drive

Christie DePoorter, 3821 Conrad Drive spoke in support and Harold Rosenkotter, 4110 Terrace Circle spoke in a neutral position.

No further public testimony was heard.

Public Hearing on Acquisition of Property at 523 East 19th Street (Butterfield). Public Works Director John Collins reported that a parcel of land was available for purchase at 523 East 19th Street which was directly south of property currently owned by the City. A Treasurer's Tax Deed would be issued if approved by Council with closing costs of approximately \$2,800.00. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9653 - Consideration of Amending Chapter 36 of the Grand Island City Code to Include an R-3-SL Medium Density Residential Small Lot Zoning District

#9654 - Consideration of Request to Rezone Part of Lot 1 and all of Lot 2 of Proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and West of Shady Bend Road from LLR Large Lot Residential to B-2 General Business (Niedfelt Property Management, LLC)

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.

#9653 - Consideration of Amending Chapter 36 of the Grand Island City Code to Include an R-3-SL Medium Density Residential Small Lot Zoning District

This item was related to the aforementioned Public Hearing. Discussion was held regarding the possible increase of students and what that would do to the schools. Mr. Nabity stated it would not increase the density of housing units. Lot sizes of 35' versus 40' were discussed.

Motion by Donaldson, second by Nickerson to approve Ordinance #9653.

City Clerk: Ordinance #9653 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 #9653 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 #9653 is declared to be lawfully adopted upon publication as required by law.

#9654 - Consideration of Request to Rezone Part of Lot 1 and all of Lot 2 of Proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and West of Shady Bend Road from LLR Large Lot Residential to B-2 General Business (Niedfelt Property Management, LLC)

This item was related to the aforementioned Public Hearing.

Motion by Haase, second by Stelk to refer Ordinance #9654 back to the Planning Commission.

A lengthy discussion was held regarding a solution to the drainage problem on the north side of this property. Also mentioned were traffic problems and no turning lanes on Highway 34.

Discussion was also held regarding stipulations on the zoning change. Mr. Nabity said the Planning Commission could not negotiate zoning changes but a majority of the issues regarding drainage related to maintenance. The drainage plan could be a part of the subdivision agreement.

Motion by Stelk, second by Jones to amend the motion to have the Planning Commission review the drainage problems and make recommendations to the Council. Upon roll call vote, Councilmembers Steele, Fitzke, Hehnke, Haase, Jones, and Stelk voted aye. Councilmembers Minton, Donaldson, and Nickerson voted no. Motion adopted.

The proposed access easement on the south side of the property was mentioned. Christie DePoorter stated they had originally planned this property as large lot residential but were looking at the best possible use of this property and drainage control. Steve Spaulding commented on concerns of retention cells and mitigating water problems on this property. Ray Dooley commented on water coming down on Highway 34.

Upon roll call vote of the main motion, Councilmembers Steele, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Minton voted no. Motion adopted.

CONSENT AGENDA: Motion by Minton, second by Hehnke to approve the Consent Agenda excluding item G-6 (Resolution #2017-257). Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 12, 2107 City Council Regular Meeting.

Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs and O'Neill Transportation and Equipment LLC.

#2017-254 - Approving Preliminary Plat, Final Plat and Subdivision Agreement for Millennial Estates Subdivision. It was noted that Starostka Group Unlimited, Inc., owners, had submitted the Preliminary and Final Plat and Subdivision Agreement for Millennial Estates Subdivision located north of 13th Street and east of North Road for the purpose of creating 153 lots (preliminary) on 49.8 acres and 38 lots (final) on 15.68 acres.

#2017-255 - Approving Final Plat and Subdivision Agreement for Eberl Subdivision. It was noted that Rick and Michele Eberl, owners, had submitted the Final Plat and Subdivision Agreement for Eberl Subdivision located North of Fort Kearney Road and east of Beck Road in the two-mile extraterritorial jurisdiction for the purpose of creating 2 lots on 4.47 acres.

#2017-256 - Approving Final Plat and Subdivision Agreement for Leifeld Second Subdivision. It was noted that Clinton Rempe, owner, had submitted the Final Plat and Subdivision Agreement for Leifeld Second Subdivision located west of Worms Road and north of "D" Road in the two-mile extraterritorial jurisdiction for the purpose of creating 2 lots on 10.27 acres.

#2017-257 - Approving Final Plat and Subdivision Agreement for Meadow Lane Seventh Subdivision. Motion by Haase, second by Minton to refer this item back to the Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

#2017-258 - Approving Bid Award - Water Main District 470T - NE Highway 2 & North Road with Van Kirk Brothers Contracting of Sutton, Nebraska in an Amount of \$142,285.24.

#2017-259 - Approving Acquisition of Property at 523 E 19th Street (Butterfield).

#2017-260 - Approving Purchase and Installation of Belt Filters for the Wastewater Division of the Public Works Department from National Filter Media (NFM) of Winthrop, ME in an Amount of \$22,825.60.

#2017-261 - Approving Bid Award for Drainage Ditch Grading, Excavating, and Hauling 2018 with Harders Dozer and Scraper, LLC of Cairo, Nebraska; Klingman Irrigation Services of Grand Island, Nebraska; Dobesh Land Leveling, LLC of Grand Island, Nebraska; and Starostka Group Unlimited, Inc. of Grand Island, Nebraska.

#2017-262 - Approving Bid Award for Final Clarifier No. 3 Skimmer Arm Assemblies (Replacement) for the Wastewater Division of the Public Works Department with Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri in an Amount of \$38,000.00.

#2017-263 - Approving Agreement for Engineering Consulting Services Related to Lift Station No. 11 Relocation and Force Main Reroute with Olsson Associates of Grand Island, Nebraska in an Amount of \$128,342.00.

#2017-264 - Approving Change Order No. 2 for North Broadwell Avenue Drainage Project No. 2017-D-3 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$8,328.00 and a Revised Contract Amount of \$148,689.50.

#2017-265 - Approving Annual Payment for Utility Billing Software Support with N. Harris Computer Corporation dba Advanced Utility Systems of Chicago, Illinois in an Amount of \$73,130.89.

RESOLUTIONS:

#2017-266 - Consideration of Benefits for Sanitary Sewer District No. 538T; North Engleman Road. This item was related to the aforementioned Board of Equalization. Randy Skarka, 3803 Orleans Drive wanted to know where to pay his assessment.

Motion by Haase, second by Donaldson to approve Resolution #2017-266. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of September 13, 2017 through September 26, 2017 for a total amount of \$8,145,173.41. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:14 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-2

Approving Appointment of Robert Thomas to the Tree Board

Mayor Jensen has submitted the appointment of Robert Thomas to the Tree Board to replace Gregg Bostelman. The appointment would become effective immediately upon approval by the City Council and would expire on July 31, 2018.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-3

#2017-267 - Approving Request from Whitey's, Inc. dba Whitey's Sports Bar & Grill, 2118 No. Webb Road for a 20' x 20' Addition to their "Class C" Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2017-267

WHEREAS, an application was filed by Whitey's, Inc. doing business as Whitey's Sports Bar & Grill, 2118 North Webb Road for a 20' x 20' addition for storage use only to their Class "C-093291" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 30, 2017; such publication cost being \$18.99; and

WHEREAS, a public hearing was held on October 10, 2017 for the purpose of discussing such liquor license application.

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

- _____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.
- _____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.
- _____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

- _____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| December 14, 2017 | ▣ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-4

#2017-268 - Approving Request from Irish Pub of Grand Island, Inc. dba McKinney's Irish Pub, 123 West 3rd Street for a Class "CK" Liquor License and Liquor Manager Designation for Nathan Stewart, 5230 West Thatcher Lane, Lincoln, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2017-268

WHEREAS, an application was filed by Irish Pub of Grand Island, Inc. doing business as McKinney's Irish Pub, 123 West 3rd Street for a Class "CK" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 30, 2017; such publication cost being \$18.49; and

WHEREAS, a public hearing was held on October 10, 2017 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Nathan Stewart, 5230 West Thatcher Lane, Lincoln, Nebraska as liquor manager of such business contingent upon completion of a state approved server/training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | | |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____ |
| December 14, 2017 | <input type="checkbox"/> | City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-5

#2017-269 - Approving Purchase of Electrical Circuit Breakers

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 10, 2017

Subject: Electrical Circuit Breakers, Contract #17-PCC-01

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Grand Island electric system utilizes several 13,800 volt substations at various locations around the City. These substations contain, among other components, distribution electrical circuit breakers that interrupt power to different areas of the City when trouble on that circuit occurs. Additionally, substations have bus circuit breakers that interrupt power to a larger area of the City in the event the distribution circuit breaker fails.

As the breakers age, replacement components become difficult or impossible to find. In addition, technical advances in breaker design make it more economical to replace old and worn out breakers with new ones. Several breakers have reached an age that warrants replacement.

Discussion

The request was advertised in accordance with City procurement requirements. Specifications were sent to seven regional distributors. Bids were publicly opened at 2:00 pm on September 19, 2017. Listed below is a tabulation of the bids received:

Bids Received for four (4) 15.5 kV Bus Circuit Breakers

| Bidder | Exceptions | Bid Price |
|--|-------------------|------------------|
| Siemens Industry, Inc. Wendell, NC | Noted | \$ 87,457.52 |
| Wesco Distribution, Inc. Sioux City, IA | Noted | \$139,172.76 |

Bids Received for two (2) 15.5 kV Distribution Circuit Breakers

| Bidder | Exceptions | Bid Price |
|--|-------------------|------------------|
| Siemens Industry, Inc. Wendell, NC | Noted | \$31,098.48 |
| Wesco Distribution, Inc. Sioux City, IA | Noted | \$39,491.56 |

Note: All prices have been adjusted to include sales tax.

Both bids were evaluated by City personnel for conformance to the specifications. The lowest bid for bus circuit breakers from Siemens Industry, Inc., contained several exceptions. One notable exception is the type of operating mechanism provided. The specifications called for an electromagnetic operator instead of the traditional spring charge mechanism. Electromagnetic operators have been available for several years and offer a significant reduction in required maintenance due to very few moving parts. The traditional spring charge mechanisms are very complex mechanical machines that have many moving parts and require very precise maintenance to keep them working properly. In addition, the bus breaker specification called for higher voltage bushings with wider spacing to reduce the chances of outages due to birds. Siemens took exception to that requirement as well. The bid from Siemens was considered non-compliant. The bus breaker bid from Wesco Distribution, Inc., included some minor but acceptable exceptions.

Both bids for distribution circuit breakers contained minor exceptions. None were disqualifying. Both bids were under the engineer's estimate of \$200,000.00.

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the purchase of four (4) 15.5 kV bus circuit breakers from Wesco Distribution, Inc., for \$139,172.76 and two (2) 15.5 kV distribution circuit breakers from Siemens Industry, Inc., for \$31,098.48.

Sample Motion

Move to approve the purchase of four (4) 15.5 kV bus circuit breakers from Wesco Distribution, Inc., for \$139,172.76 and two (2) 15.5 kV distribution circuit breakers from Siemens Industry, Inc., for \$31,098.48.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 19, 2017 2:00 p.m.
FOR: Electrical Circuit Breakers
DEPARTMENT: Utilities
ESTIMATE: \$200,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 30, 2017
NO. POTENTIAL BIDDERS: 7

SUMMARY

| | | |
|-------------------------|--------------------------------------|-----------------------|
| Bidder: | <u>Wesco Distribution INC</u> | <u>Siemens</u> |
| | Sioux City, IA | Wendell, NC |
| Bid Security: | Liberty Mutual | Federal Insurance |
| Exceptions: | None | None |
| Bid Price: | | |
| Bus Breakers: | \$130,068.00 | \$ 81,736.00 |
| Feeder Breakers: | \$ 36,908.00 | \$ 29,064.00 |
| Sales Tax: | <u>\$ 11,688.32</u> | <u>\$ 7,756.00</u> |
| Total Bid: | \$178,664.32 | \$118,556.00 |

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin Assist.
Renae Griffiths, Finance Director
Travis Burdett, Assist. Utilities Director

P1993

RESOLUTION 2017-269

WHEREAS, the City of Grand Island invited quotes for Electrical Circuit Breakers, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 19, 2017, quotes were received, opened and reviewed; and

WHEREAS, Wesco Distribution, Inc., of Sioux City, Iowa, submitted a quote for four 15.5 kV bus circuit breakers in the amount of \$139,172.76; and

WHEREAS, Siemens Industry, Inc., of Wendell, North Carolina, submitted a quote for two (1) 15.5 kV distribution circuit breakers in the amount of \$31,098.48; and

WHEREAS, the quotes from Wesco Distribution, Inc., and Siemens Industry, Inc., were less than the engineer's estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of four (4) 15.5 kV bus circuit breakers from Wesco Distribution, Inc., for \$139,172.76 and two (2) 15.5 kV distribution circuit breakers from Siemens Industry, Inc., for \$31,098.48, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-6

#2017-270 - Approving Bid Award - Tree Trimming Project 2018-TT-1

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 10, 2017

Subject: Tree Trimming Contract 2018-TT-1

Presenter(s): Tim Luchsinger, Utilities Director

Background

Specifications for Tree Trimming Contract 2018-TT-1 were prepared for trimming trees from around powerlines throughout the Utilities Department's Electrical Service Area. The work by private firms helps maintain the proper clearances for safe operation of the approximately 600 miles of electrical transmission and distribution lines.

Discussion

Fifteen sections across the Service Area were selected for inclusion in this year's project. The work was publicly advertised and notification went to ten potential firms. One bid was received and publicly opened on September 28, 2017. The project's estimate was \$150,000.00.

The bid from Leetch Tree Service has been reviewed and evaluated. It is without exceptions and is compliant with the specifications.

| Section | Amount |
|---------|-------------|
| 1 | \$18,000.00 |
| 2 | \$ 8,650.00 |
| 3 | \$ 5,750.00 |
| 4 | \$ 6,975.00 |
| 5 | \$ 8,350.00 |
| 6 | \$14,900.00 |
| 7 | \$10,900.00 |
| 8 | \$ 8,875.00 |
| 9 | \$ 8,975.00 |
| 10 | \$15,900.00 |
| 11 | \$ 4,750.00 |
| Section | Amount |

| | |
|----|-------------|
| 12 | \$ 4,400.00 |
| 13 | \$ 7,300.00 |
| 14 | \$16,300.00 |
| 15 | \$37,450.00 |

The project's specifications provide for the City to select any or all sections to be awarded under this contract. It is recommended that Sections One (1) through Fourteen (14) be awarded in the amount \$140,025.00.

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 sections One (1) through Fourteen (14) of Tree Trimming Contract 2018-TT-1 to the low responsive bidder, Leetch Tree Service, LLC, of Grand Island, Nebraska in the amount of \$140,025.00.

Sample Motion

Move to approve Tree Trimming Contract 2018-TT-1, Sections One (1) through Fourteen (14), to Leetch Tree Service, LLC, in the amount of \$140,025.00.



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: September 28, 2017 at 2:15 p.m.
FOR: Tree Trimming Contract 2018-TT-1
DEPARTMENT: Utilities
ESTIMATE: \$150,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: September 8, 2017
NO. POTENTIAL BIDDERS: 10

SUMMARY

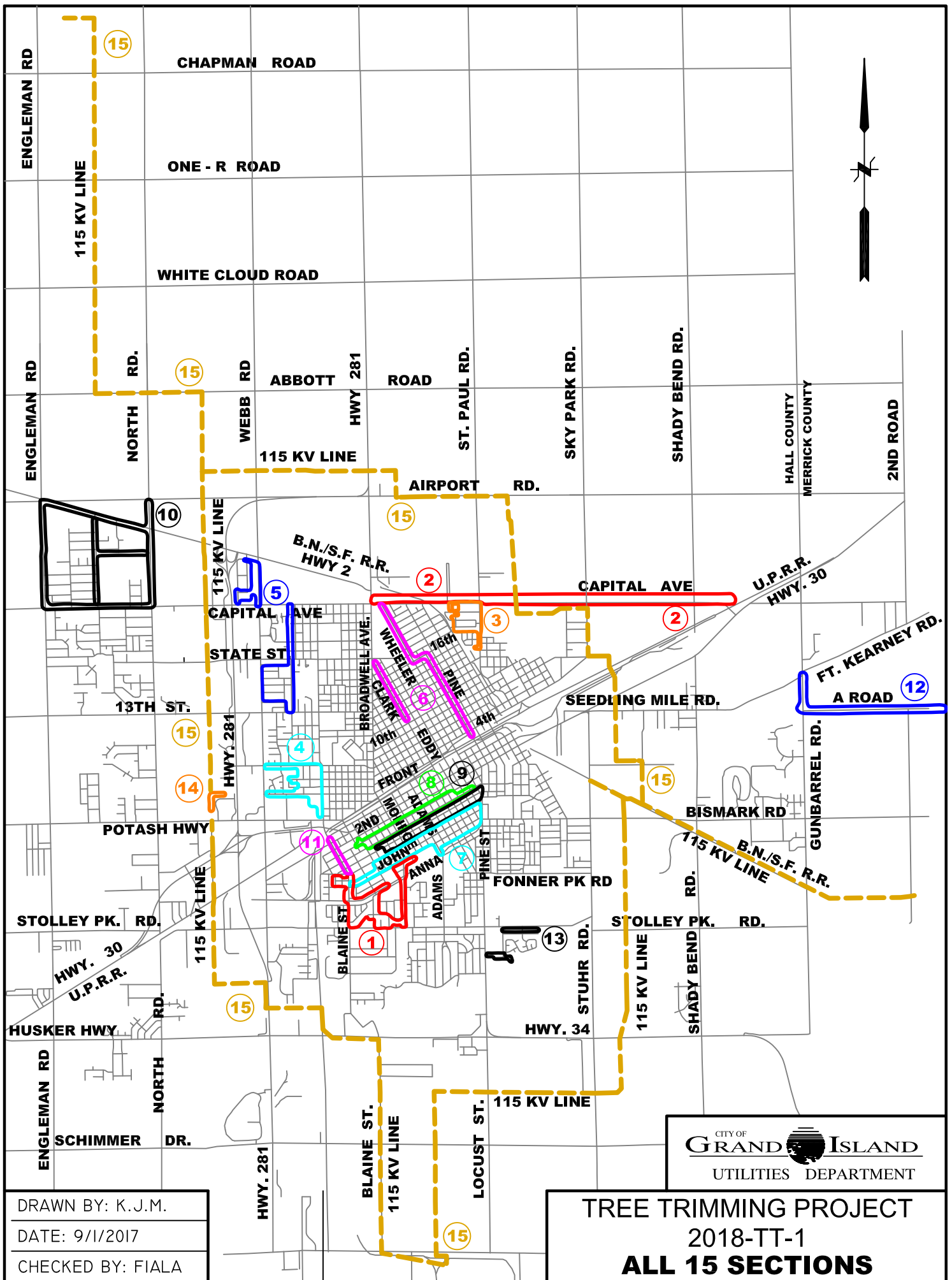
Bidder: Leetch Tree Services
Grand Island, NE
Bid Security: Western Surety Co.
Exceptions: None

Bid Price:
Section 1: \$18,000.00
Section 2: \$ 8,650.00
Section 3: \$ 5,750.00
Section 4: \$ 6,975.00
Section 5: \$ 8,350.00
Section 6: \$14,900.00
Section 7: \$10,900.00
Section 8: \$ 8,875.00
Section 9: \$ 8,975.00
Section 10: \$15,900.00
Section 11: \$ 4,750.00
Section 12: \$ 4,400.00
Section 13: \$ 7,300.00
Section 14: \$16,300.00
Section 15: \$37,450.00

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Renae Jimenez, Finance Director
Bryan Fiala, Electric Distribution Supt.

P1995



Tree Trimming Contract 2018-TT-1

Bids Received 9/28/2017

Budget Amount = \$150,000.00

The City may select any or all sections to be awarded in this Contract.

or - The City may award to a single Contractor for all sections

or - award to multiple Contractors by individual section.

| Section | Leetch Tree Service, LLC | Section to be Awarded |
|----------------------------|--------------------------|-----------------------|
| | Grand Island, NE | |
| 1 | \$18,000.00 | \$18,000.00 |
| 2 | \$8,650.00 | \$8,650.00 |
| 3 | \$5,750.00 | \$5,750.00 |
| 4 | \$6,975.00 | \$6,975.00 |
| 5 | \$8,350.00 | \$8,350.00 |
| 6 | \$14,900.00 | \$14,900.00 |
| 7 | \$10,900.00 | \$10,900.00 |
| 8 | \$8,875.00 | \$8,875.00 |
| 9 | \$8,975.00 | \$8,975.00 |
| 10 | \$15,900.00 | \$15,900.00 |
| 11 | \$4,750.00 | \$4,750.00 |
| 12 | \$4,400.00 | \$4,400.00 |
| 13 | \$7,300.00 | \$7,300.00 |
| 14 | \$16,300.00 | \$16,300.00 |
| 15 | <u>\$37,450.00</u> | --- |
| Total for All Sections Bid | \$177,475.00 | \$140,025.00 |
| ***** | | |
| Exceptions Noted. | none | |

RESOLUTION 2017-270

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming Project 2018-TT-1 for the Utilities Department, according to the plans and specifications on file with the Utilities Department; and

WHEREAS, on September 28, 2017, a single compliant bid was received, opened and reviewed; and

WHEREAS, the requested work has been divided into Fifteen (15) 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 \$ 140,025.00 for Fourteen (14) out of Fifteen (15) Sections of the contract.

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

The bid from Leetch Tree Service in the amount of \$140,025.00, for Fourteen (14) 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 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-7

**#2017-271 - Approving Bid Award - Water Main Project 2018-W-2
- Ingalls - Louise - Yund - Division & Cherry Streets**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Assistant Utilities Director

Meeting: October 10, 2017

Subject: Water Main Project 2018-W-2
Ingalls – Louise – Division - Yund & Cherry Streets

Presenter(s): Timothy Luchsinger, Utilities Director

Background

In the late 1940's – early 1950's, very small diameter water lines were installed. These were sufficient to serve homes during that era. However, domestic water usage has changed over the past 65 years due to requirements for fire protection, lawn irrigation and general life styles. Even with conservation and more efficient appliances, these small diameter lines do not meet modern requirements.

Water Main Project 2018-W-2 will replace the existing 2" and 4" diameter water lines in two of these areas within the City. The work was identified in the Utilities Department's Master Plan as a needed improvement along Ingalls Street and Louise Street and the other being along Yund Street, Cherry Street and Division Street. The work will improve capacity and fire protection for the existing areas.

Discussion

Bidding documents were advertised in accordance with City Procurement Codes. A total of 12 plan service firms and construction companies were notified of the project. Three bids were received and publicly opened at 2:00 p.m., on September 28, 2017. The engineer's estimate for this project is \$365,000. The bids have been reviewed, evaluated and tabulated below:

| Bidder | Bid Security | Exceptions | Evaluated Bid Price |
|---|-------------------------|------------|---------------------|
| The Diamond Engineering Co. Grand Island, NE | Universal Surety Co. | None | \$209,049.95 |
| Starostka Group Unlimited Grand Island, NE | Western Surety Co. | None | \$274,558.81 |
| Myers Construction, Inc. Broken Bow, NE | Inland Insurance Co. | None | \$299,826.32 |

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract for construction of Water Main Project 2018-W-2 to the Diamond Engineering Company, of Grand Island, Nebraska, in the amount of \$209,049.95.

Sample Motion

Move to approve the bid from The Diamond Engineering Company for Water Main Project 2018-W-2 construction in the amount of \$209,049.95.



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: September 28, 2017 at 2:00 p.m.
FOR: Water Main Project 2018-W-2
DEPARTMENT: Utilities
ESTIMATE: 365,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: September 11, 2107
NO. POTENTIAL BIDDERS: 12

SUMMARY

| | | |
|----------------------|---|--|
| Bidder: | <u>Myers Construction, Inc.</u> Broken Bow, NE | <u>The Diamond Engineering Company</u> Grand Island, NE |
| Bid Security: | Inland Insurance Co. | Universal Surety Co. |
| Exceptions: | None | None |
| Bid Price: | \$299,826.32 | \$209,049.95 |

| | |
|----------------------|--|
| Bidder: | <u>Starostka Group Unlimited, Inc.</u> Grand Island, NE |
| Bid Security: | Western Surety Co. |
| Exceptions: | None |
| Bid Price: | \$274,558.81 |

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Renae Jimenez, Finance Director
Jamie Royer, Civil Engineer 1

P1998





RESOLUTION 2017-271

WHEREAS, the City of Grand Island invited sealed bids for construction of Water Main Project 2018-W-2 – Ingalls, Louise, Yund, Cherry, and Division Streets, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 28, 2017, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$209,049.95; and

WHEREAS, the bid of The Diamond Engineering Company is less than the estimate for construction of Water Main Project 2018-W-2.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company in the amount of \$209,049.95 for construction of Water Main Project 2018-W-2, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-8

#2017-272 - Approving Bid Award - Purchase of Sulfuric Acid with Telemetry Program

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: October 10, 2017

Subject: Purchase of Sulfuric Acid with Telemetry Program

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

Background

The Platte Generating Station utilizes a cooling tower, condenser and circulating piping as part of the plant's cooling water system. The cooling tower uses heat exchangers to dissipate large heat loads to the atmosphere.

Bulk sulfuric acid at the Platte Generating Power Plant is used for the pH control of the cooling tower system. The system's cooling water impurities are concentrated through an evaporative cooling process and requires chemical treatment to prevent scaling, corrosion, and contamination and assists with conductivity. Depending on the time of year and the production load, approximately 140 gallons are used per day. The current contract to provide the additive is complete. A telemetry system installed by the supplier allows the tank level to be monitored by the supplier and shipments to be scheduled accordingly. Plant staff developed specifications for the purchase of sulfuric acid and issued for bid.

Discussion

The Utilities Department solicits bids annually for the sulfuric acid. The specifications require a firm price for the product to maintain the guaranteed dose rate. Bids were publicly opened on September 26, 2017. Two bids were received as listed below. The engineer's estimate for this project was \$100,000.00.

| Bidder | Unit Price/Ton | Taxes | Estimated Annual Cost | Telemetry Program | Adjusted Bid Price |
|--------------------------------|----------------|---------|-----------------------|-------------------|--------------------|
| Univar Omaha, NE | \$182.00 | \$12.74 | \$71,469.58 | \$0.00 | \$71,469.58 |
| Brenntag Great Lakes Omaha, NE | \$158.00 | \$ 8.69 | \$45,839.75 | \$0.00 | \$45,839.75 |

Department staff has reviewed the bids for compliance with the City's detailed specifications. The bids were evaluated based upon the unit cost per ton and the cost of installing a telemetry program. Brenntag Great Lakes is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the purchase of Sulfuric Acid with Telemetry Program be awarded to Brenntag Great Lakes from Omaha, Nebraska, as the low responsive bidder, for a cost of \$158.00 per ton; an annual cost estimate of \$45,839.75; and the installation of the telemetry monitoring system at no cost.

Sample Motion

Move to approve the bid award for Purchase of Sulfuric Acid with Telemetry Program in the amount of \$158.00 per ton per gallons of treated water, to Brenntag Great Lakes of Omaha, Nebraska.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 26, 2017 at 2:00 p.m.
FOR: Purchase of Sulfuric Acid with Telemetry Program
DEPARTMENT: Utilities
ESTIMATE: \$100,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: September 14, 2017
NO. POTENTIAL BIDDERS: 3

SUMMARY

| | | |
|--------------------------|--|---|
| Bidder: | <u>Brenntag Great Lakes, LLC</u> Omaha, NE | <u>UNIVAR</u> Travelers Casualty & Surety Co. Kent, WA |
| Bid Security: | Cashier's Check | Noted |
| Exceptions: | None | |
| Unit Price: | \$158.00 | \$182.00 |
| Sales Tax: | \$ 8.69 per ton | \$ 12.74 per ton |
| Annual Est. Cost: | \$45,839.75 | \$71,469.58 |
| Telemetry Cost: | -0- | -0- |

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

Pat Gericke, Utilities Admin. Assist.
Renae Jimenez, Finance Director
Scott Sekutera, Reg. & Environ. Mgt.

P2001

RESOLUTION 2017-272

WHEREAS, the City of Grand Island invited sealed bids for the Purchase of Sulfuric Acid with Telemetry Program, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 26, 2017, bids were received, opened and reviewed; and

WHEREAS, Brenntag Great Lakes of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the cost of \$158.00 per ton; an annual estimate of \$45,839.75; and

WHEREAS, the bid of Brenntag Great Lakes is less than the estimate for the Purchase of Sulfuric Acid with Telemetry Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Brenntag Great Lakes, in the cost of \$158.00 per ton, for the Purchase of Sulfuric Acid with Telemetry Program, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-9

**#2017-273 - Approving Change Order No. 2 for Curb Ramp
Project No. 2017-CR-2**

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

Council Agenda Memo

From: Keith Kurz P.E., Assistant Public Works Director

Meeting: October 10, 2017

Subject: Approving Change Order No. 2 for Curb Ramp Project No. 2017-CR-2

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$150,354.00 contract on April 11, 2017, via Resolution No. 2017-111 for Curb Ramp Project No. 2017-CR-2.

On September 12, 2017, via Resolution No. 2017-245, City Council approved a time extension on this project from September 1, 2017 to October 1, 2017 with no adjustment in the contract amount.

This project focused on installation of curb ramps along a portion of Custer Avenue, North Front Street, as well as an intersection on 1st Street.

Discussion

During construction it has been found that additional work is needed at the intersection of Custer Avenue and North Front Street to modify and rebuild a curb inlet.

In addition to the curb inlet work the installation of the handicap ramps at the intersection of 5th Street and Custer Avenue caused the sidewalk slope not to match up with the yard of the adjacent property at 422 N Custer Avenue. A retaining wall is recommended at this location to prevent erosion from the resident's yard. To allow for the additional work to take place it is requested the contract be extended to November 1, 2017. Change Order No.2 covers the materials, labor, equipment and time for such additional work on this project.

The extra work adds a total cost of \$7,670.00 to the project, resulting in a revised contract amount of \$158,024.00. There are sufficient funds in Account No. 21000001-2100-40004.

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. 2 for Curb Ramp Project No. 2017-CR-2.

Sample Motion

Move to approve the resolution.

Date of Issuance: October 10, 2017

PROJECT: Curb Ramp Project No. 2017-CR-2

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: April 11, 2017

To address modification and rebuild of curb inlet at the intersection of Custer Avenue and North Front Street.

- Modify junction box into a curb inlet at northwest corner of Custer Avenue & North Front Street \$ 1,650.00 LS
 - Rebuild upper half of curb inlet at southwest corner of Custer Avenue & North Front Street \$ 2,220.00 LS
 - Build block retaining wall at 422 North Custer Avenue \$ 3,800.00 LS
- Change Order No. 2 Total = \$ 7,670.00**

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$150,354.00
Net Increase/Decrease Resulting from this Change Order\$ 7,670.00
Revised Contract Price Including this Change Order.....\$158,024.00

Notice to Proceed Date ----- April 18, 2017
Original Completion Date ----- September 1, 2017
Revised Completion Date ----- November 1, 2017

Approval Recommended:

By _____
John Collins PE, Public Works Director

Date _____

The Above Change Order Accepted:

_____ The Diamond Engineering Company _____
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

R E S O L U T I O N 2017-273

WHEREAS, on April 11, 2017, via Resolution 2017-111, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$150,354.00 for Curb Ramp Project No. 2017-CR-2; and

WHEREAS, on September 12, 2017, via Resolution No. 2017-245, City Council approved Change Order No. 1 allowing for a time extension to October 1, 2017; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 2, and

WHEREAS, the result of such modifications will increase the contract amount by \$7,670.00, resulting in a revised contract amount of \$158,024.00.

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 No. 2 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications set out as follows:

- | | |
|---|--------------------|
| • Modify junction box into a curb inlet at northwest corner of Custer Avenue & North Front Street | \$ 1,650.00 LS |
| • Rebuild upper half of curb inlet at southwest corner of Custer Avenue & North Front Street | \$ 2,220.00 LS |
| • Build block retaining wall at 422 North Custer Avenue | \$ 3,800.00 LS |
| Change Order No. 2 Total = | \$ 7,670.00 |

Revised Completion Date ----- November 1, 2017

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| |
|--|
| Approved as to Form <input type="checkbox"/> _____ December 14, 2017 <input type="checkbox"/> City Attorney |
|--|



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-10

**#2017-274 - Approving Inter-Local Agreement with Hall County
for Roadway Snow Removal Services in and Around Grand Island**

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: October 10, 2017

Subject: Approving Inter-local Agreement with Hall County for Roadway Snow Removal Services in and around Grand Island

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

Background

Council approval is required before entering into an agreement. Pursuing an inter-local agreement between governmental entities is an efficient means of collaborating efforts to better our community.

Discussion

The City of Grand Island Streets Division and Hall County Highway Department wish to create a partnership for providing snow removal and ice control services in and around Grand Island. The agreement has three (3) main components:

1. Exchanging snow removal and ice control services on rural cross section roadways in and around Grand Island, detailed in Exhibit A, for an annual payment of \$500.00 per mile. This exchange will provide more efficient snow plowing routes, ice control routes and “turn around” locations, address roadways in which jurisdiction is intermittent, and increase overall level of service by matching the roadway’s traffic volume and lane configuration to the appropriate agency’s operation.

Hall County’s snow and ice control operation is set up for long stretches of rural cross section roadways with low volumes of traffic and the City of Grand Island’s operation focuses on shorter stretches of multi-lane roadways with higher traffic volumes.

There will be an upfront cost of approximately \$7,400.00 for these route changes but overall the City will benefit by receiving a higher level of snow removal service from the Streets Division staff on higher volume roadways since the total snow route mileage will be less and the focus can remain on main arterials. The reduction in City route mileage will also correspond to a reduction in ice control material and fuel usage which will save the City money throughout the winter season.

2. Exchanging City mowing services for County snow removal and ice control services in lieu of cash payment. The sections listed in Exhibit A have been maintained in this manner per historic “hand shake” agreements – this will formalize and make the agreements official.
3. Hall County providing additional equipment and operators to the City of Grand Island for residential area snow removal and, if necessary, arterial roadway snow removal. The City will reimburse the County for the services at a combined hourly rate comprised of the FEMA equipment hourly rental rate plus actual hourly operator costs. These services will be provided only when Hall County has completed their own snow removal operations for each storm.

This section of the agreement addresses the need for Hall County equipment and operators in extreme emergency situations like the blizzard in February 2016. This will also allow the City and County to partner regularly on residential area snow removal in which the City has historically hired contract labor to assist. The partnership will provide a higher level of service for residents of Grand Island as the County owns/operates a greater amount of large equipment than the contractors that have bid on City snow removal in past years.

Comparing motor grader and front end loader hourly costs for the last two (2) years of awarded contractor snow removal and Hall County’s snow removal assistance received during the 2016 blizzard, the City of Grand Island has a potential average cost savings over \$50.00 per hour per machine by partnering with Hall County for the additional operated equipment. There will also be an operational cost savings for the City with a decreased amount of labor hours and fuel usage.

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 inter-local agreement with Hall County and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the inter-local agreement with Hall County.

INTERLOCAL COOPERATIVE AGREEMENT

FOR ROADWAY SNOW REMOVAL SERVICES IN AND AROUND GRAND ISLAND, NEBRASKA

BY AND BETWEEN THE COUNTY OF HALL, NEBRASKA AND THE CITY OF GRAND ISLAND, NEBRASKA

THIS AGREEMENT is made and entered into by and between the COUNTY of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the “COUNTY”, and the CITY of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the “CITY”, WITNESSTH:

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, the COUNTY and the CITY wish to enter into this interlocal agreement allowing the CITY to utilize certain COUNTY snow removal services on roadways within the CITY’S jurisdiction and the COUNTY wishes to utilize certain CITY snow removal services on roadways within the COUNTY’S jurisdiction.

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

1a. The COUNTY agrees to perform snow removal and ice control services on CITY owned roadways as listed in Exhibit “A” and to perform said services in accordance with the HALL COUNTY HIGHWAY DEPARTMENT SNOW REMOVAL PLAN AND POLICES.

1b. The CITY agrees to pay the COUNTY annually \$500.00 per mile for snow removal and ice control services. This cost figure includes all labor, equipment, tools, materials, and supplies used or furnished by the COUNTY in the performance of snow removal and ice control services on the CITY owned roadways as listed in Exhibit “A”.

1c. The CITY agrees to perform snow removal and ice control services on COUNTY owned roadways as listed in Exhibit “A” and to perform said services in accordance with the CITY OF GRAND ISLAND SNOW AND ICE REMOVAL POLICY AND PROCEDURE.

1d. The COUNTY agrees to pay the CITY annually \$500.00 per mile for snow removal and ice control services. This cost figure includes all labor, equipment, tools, materials, and supplies used or furnished by the CITY in the performance of snow removal and ice control services on the municipal roadways as listed in Exhibit “A”.

1e. The CITY agrees to perform right-of-way mowing services for the COUNTY along COUNTY owned roadways as listed in Exhibit “A” at the annual rate of \$500 per mile. In lieu of cash payments for mowing services, the CITY and the COUNTY agree the annual mowing services provided by the CITY for the COUNTY shall be provided, on a mile for mile basis, in exchange for annual snow removal and ice control services provided by the COUNTY for the CITY , thereby reducing by the total miles billed by the COUNTY to the CITY.

2a. Whenever the CITY shall require the use of additional snow removal equipment, on CITY owned roadways not listed in Exhibit “A”, the CITY shall notify the COUNTY of its need for the use of COUNTY snow removal equipment, which shall be provided to the CITY by the COUNTY in accordance with the following:

2b. The use of COUNTY equipment under this agreement shall include but is not limited to Motor Graders, Dump Trucks with Snow Plows, Front-End Loaders, and Work Trucks.

2c. The CITY shall pay the COUNTY for the use of snow removal equipment, including COUNTY employees to operate the equipment, at a Federal Emergency Management Agency (FEMA) equipment rental rate plus the actual hourly cost of personnel.

2d. It is expressly understood by the parties that any COUNTY snow removal equipment to be used under Section 2 of this Agreement will not be available for CITY use until

COUNTY snow removal operations for the storm have been deemed complete by the Hall County Public Works Director, or representative.

3. Governance: This agreement shall be co-governed by the Hall County Public Works Director and the City of Grand Island Street Superintendent.

4. Indemnification. Each party hereto agrees to indemnify and hold harmless the other party 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 the other party. Each party 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.

5. Modification: This agreement may be modified by written agreement of the Parties.

6. No Separate Entity: There shall be no separate legal entity created through this interlocal cooperative agreement.

7. Finances: This agreement shall be financed by the funds available to the parties hereto with both government entities assuring each other that each has fiscal capacity and authority to enter into and carry out this interlocal agreement.

8. Term and Duration: This agreement shall become effective on the date that the second party executes the agreement and shall continue in force and remain binding through completion of the project or until either party terminates the agreement upon a 90 day written notice to the other party.

9. Provision of Assistance: Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

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

CITY OF GRAND ISLAND

Executed this ____ day of _____, 2017.

Executed this ____ day of _____, 2017.

By: _____
Pamela Lancaster, Chair
Hall County Board of Supervisors

By: _____
Jeremy Jensen, Mayor
City of Grand Island, Nebraska

Attest: _____
Marla Conley
Hall County Clerk

Attest: _____
RaNae Edwards
City of Grand Island

INTERLOCAL COOPERATIVE AGREEMENT
ROADWAY SNOW REMOVAL SERVICES

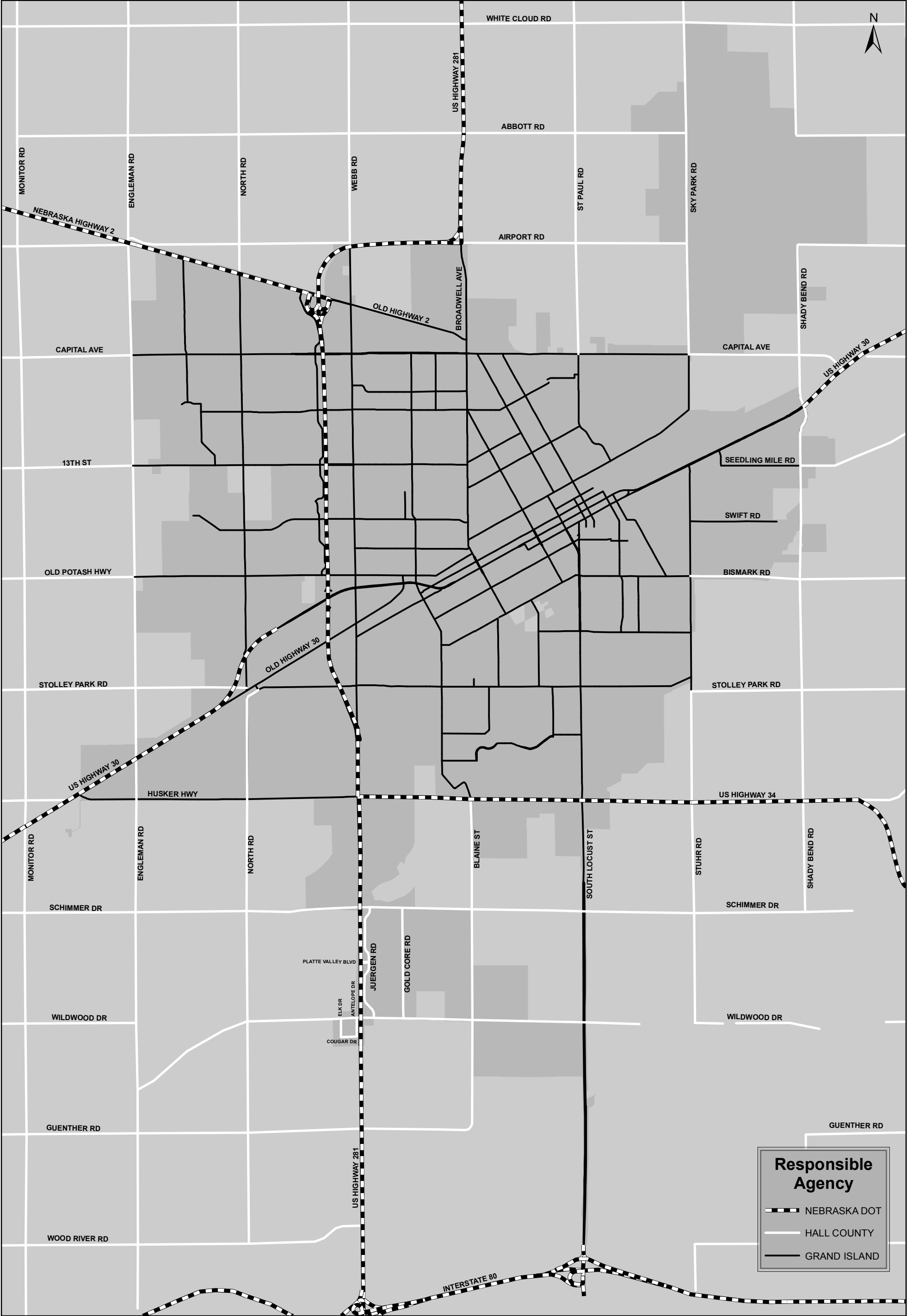
EXHIBIT A
October 10, 2017

| Street Name | From | To | Miles | OWNERSHIP | | SNOW REMOVAL | | ROW MOWING | |
|--------------------|-----------------|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|
| | | | | City | County | City | County | City | County |
| 13th | Engleman Rd | North Rd | 1.00 | 0.86 | 0.14 | 1.00 | | 1.00 | 0.00 |
| Airport Rd | Hwy 281 | Sky Park Rd | 2.00 | 0.30 | 1.70 | 0.00 | 2.00 | 0.30 | 1.70 |
| Airport Rd | Shady Bend Rd | Gun Barrel Rd | 1.00 | 0.63 | 0.37 | 0.00 | 1.00 | 0.63 | 0.37 |
| Bismark Rd | Stuhr Rd | Shady Bend Rd | 0.99 | 0.71 | 0.28 | 0.00 | 0.99 | 0.71 | 0.28 |
| Blaine St | Hwy 34 | Guenther Rd | 3.00 | 2.00 | 1.00 | 0.00 | 3.00 | 2.00 | 1.00 |
| Capital Ave | Sky Park Rd | Hwy 30 | 1.40 | 0.49 | 0.91 | 0.00 | 1.40 | 0.49 | 0.91 |
| Engleman Rd | Hwy 2 | Husker Hwy | 5.00 | 2.00 | 3.00 | 0.00 | 5.00 | 5.00 | 0.00 |
| North Rd | Stolley Park Rd | Husker Hwy | 1.03 | 1.03 | 0.00 | 0.00 | 1.03 | 1.03 | 0.00 |
| Old Potash | Engleman Rd | North Rd | 1.00 | 0.93 | 0.07 | 1.00 | 0.00 | 1.00 | 0.00 |
| Schimmer Dr | North Rd | South Locust | 3.00 | 1.50 | 1.50 | 0.00 | 3.00 | 2.50 | 0.50 |
| Seedling Mile | Shady Bend | Gun Barrel Rd | 1.05 | 0.31 | 0.74 | 0.00 | 1.05 | 0.31 | 0.74 |
| Shady Bend Rd | Airport Rd | Bismark Rd | 3.03 | 2.09 | 0.94 | 0.00 | 3.03 | 2.09 | 0.94 |
| Sky Park Rd | White Cloud Rd | Capital Ave | 3.00 | 3.00 | 0.00 | 0.00 | 3.00 | 3.00 | 0.00 |
| Stolley Park Rd | Engleman Rd | North Rd | 0.97 | 0.47 | 0.50 | 0.00 | 0.97 | 0.47 | 0.50 |
| Stuhr Rd | Bismark Rd | Hwy 34 | 2.00 | 0.96 | 1.04 | 1.04 | 0.96 | 0.96 | 1.04 |
| Webb Rd | Airport Rd | Hwy 281 (north) | 0.03 | 0.03 | 0.00 | 0.00 | 0.03 | 0.03 | 0.00 |
| Wildwood Dr | North Rd | South Locust St | 3.00 | 2.00 | 1.00 | 0.00 | 3.00 | 2.00 | 1.00 |
| Gold Core Rd | Schimmer Rd | Wildwood Dr | 1.06 | 1.06 | 0.00 | 0.00 | 1.06 | 1.06 | 0.00 |
| Juergen | Schimmer Rd | Wildwood Dr | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 |
| Platte Valley Blvd | Hwy 281 | Juergen | 0.13 | 0.13 | 0.00 | 0.00 | 0.13 | 0.13 | 0.00 |
| Elk Dr | Wildwood Dr | Cougar Dr | 0.16 | 0.16 | 0.00 | 0.00 | 0.16 | 0.16 | 0.00 |
| Cougar Dr | Elk Dr | Antelope Dr | 0.14 | 0.14 | 0.00 | 0.00 | 0.14 | 0.14 | 0.00 |
| Antelope Dr | Wildwood Dr | Cougar Dr | 0.16 | 0.16 | 0.00 | 0.00 | 0.16 | 0.16 | 0.00 |
| | | Total | 35.16 | 21.97 | 13.19 | 3.04 | 32.12 | 26.18 | 8.98 |

| | | |
|---|-------|---------------------------------|
| City pays County for snow removal | 18.93 | Miles |
| City performs mowing and County performs snow removal | 4.21 | Miles |
| Due to County for Snow Removal Services | 14.73 | Miles x \$500/Mile = \$7,364.53 |

ROADWAY SNOW REMOVAL BY AGENCY IN & AROUND GRAND ISLAND

Pending Agreement Approval



Updated 09/07/2017

RESOLUTION 2017-274

WHEREAS, the City of Grand Island Streets Division and the Hall County Highway Department is proposing an Inter-Local Agreement for Roadway Snow Removal and Ice Control Services in and around Grand Island, Nebraska.

WHEREAS, it is in the best interest of the City of Grand Island to approve the proposed Inter-Local Agreement; and

WHEREAS, the proposed Inter-local Agreement has been reviewed by both the City of Grand Island and Hall County Legal Departments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-local Agreement by and between the City of Grand Island and Hall County, Nebraska for Roadway Snow Removal Services in and around Grand Island, Nebraska 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 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-11

#2017-275 - Approving Change Order No. 3 for North Broadwell Avenue Drainage Project No. 2017-D-3

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 10, 2017

Subject: Approving Change Order No. 3 for North Broadwell Avenue Drainage Project No. 2017-D-3

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$140,361.50 contract on April 25, 2017, via Resolution No. 2017-127, for North Broadwell Avenue Drainage Project No. 2017-D-3.

On August 22, 2017, via Resolution No. 2017-235, City Council approved Change Order No. 1 which allowed additional time to complete this project. This time extension was due to a potential conflict with the drainage pipe and water main at the north driveway into the Veterans Athletic Complex. With fall activities underway at the Veterans Athletic Complex, which require water service for the restrooms and concession stand, there wasn't a good time prior to September 1, 2017 to relocate the water main. The completion date of this project was extended to December 15, 2017 via Change Order No. 1, with no contract amount modification.

On September 26, 2017, via Resolution No. 2017-264, City Council approved Change Order No. 2 in the amount of \$8,328.00, which addressed labor and materials necessary to correct a water main conflict. This change order avoided reconstruction of the existing water main. The storm sewer pipe will be waterproofed to prevent leakage, supported on either side of the existing water main to allow for less clearance and the existing water main will be insulated to prevent freezing from the proposed conditions of the new storm pipe.

The drainage improvements are located on North Broadwell Avenue between BNSF Railroad and US Highway 281.

Discussion

Upon field setup to address the water main conflict groundwater was found to be roughly 3" higher than the existing water main. At this time an additional \$8,000.00 is requested

through Change Order No. 3 to install a dewatering well and lower the groundwater in the area to allow the work approved in Change Order No. 2.

The dewatering covered in Change Order No. 3 will result in a revised contract amount of \$156,689.50.

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. 3 with The Diamond Engineering Company for North Broadwell Avenue Drainage Project No. 2017-D-3.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 3

PROJECT: North Broadwell Avenue Drainage Project No. 2017-D-3

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$140,361.50

CONTRACT DATE: April 25, 2017

To allow dewatering on the North Broadwell Avenue Drainage Project No. 2017-D-3 to gain access to the water main.

| <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Extended Price</i> |
|---------------------------|-----------------|-------------|-------------------|-----------------------|
| Dewatering | 1.00 | LS | \$8,000.00 | \$ 8,000.00 |
| Change Order No. 3 | | | | \$ 8,000.00 |

| | |
|--------------------------------|---------------|
| Original Contract Amount | \$ 140,361.50 |
| Change Order No. 1 | \$ 0.00 |
| Change Order No. 2 | \$ 8,328.00 |
| Change Order No. 3 | \$ 8,000.00 |
| Revised Contract Amount | \$ 156,689.50 |

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2017-275

WHEREAS, on April 25, 2017, via Resolution 2017-127, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$140,361.50 for North Broadwell Avenue Drainage Project No. 2017-D-3; and

WHEREAS, on August 22, 2017, via Resolution No. 2017-235, City Council approved Changer Order No. 1 to allow for a contract extension to December 15, 2017, with no contract amount modification; and

WHEREAS, on September 26, 2017, via Resolution No. 2017-264, City Council approved Change Order No. 2 in the amount of \$8,328.00 to cover additional labor and material in addressing a water main conflict; and

WHEREAS, due to groundwater being higher than the water main dewatering is necessary; and

WHEREAS, Change Order No. 3 covers all work required to install a dewatering well; and

WHEREAS, the extra work adds a total cost of \$8,000.00 to the project, resulting in a revised contract amount of \$156,689.50; and

WEREAS, such change order is necessary to proceed with the project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 3 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$8,000.00 for North Broadwell Avenue Drainage Project No. 2017-D-3.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| December 14, 2017 | ▣ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-12

#2017-276 - Approving Change Order No. 1 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 10, 2017

Subject: Approving Change Order No. 1 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$2,306,455.27 contract on March 28, 2017, via Resolution No. 2017-88, for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1.

Currently Lift Station No. 20 pumps an average of 220,000 gallons per day. In order to accommodate future growth to handle a daily flow rate of over 1 million gallons a day, upgrades to this lift station are necessary. The existing force main from Lift Station No. 20 is also in need of replacement and or repair due to poor pipe condition. The force main has experienced multiple breaks within the past several years.

Elimination of Lift Station No. 14 and abandonment of the force main has been completed.

Discussion

Manhole No. 75, which receives the Lift Station No. 20 force main is in need of immediate replacement, as it is currently leaking sewage and taking in groundwater which could cause a sinkhole. Lift Station No. 20 is the City's largest lift station accommodating sewage disposal from the west and southwest portions, including US Highway 281 & I-80 businesses. Union Pacific Railroad (UPRR) tracks are also located in close proximity to Manhole No. 75 and the structural integrity and safety of such could be comprised should a sinkhole happen.

If Manhole No. 75 were to go into complete failure all lines entering the manhole, including Lift Station No. 20, would backup and endanger public welfare.

Hydrogen Sulfide has exponentially corroded Manhole No. 75 as evidenced by the needed thickness of 4" now being 1".

In order to complete this work Change Order No. 1 is necessary, in the amount of \$97,640.79, resulting in a revised contract agreement of \$2,404,096.06 and a completion extension from March 15, 2018 to April 14, 2018.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1 with The Diamond Engineering Company of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 1

PROJECT: Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment;
Project No. 2017-S-1

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$2,306,455.27

CONTRACT DATE: March 29, 2017

Manhole No. 75, which receives the Lift Station No. 20 force main is in need of immediate replacement, as it is currently leaking sewage and taking in groundwater which could cause a sinkhole. Summary of Change Order No. 1 to allow for replacement is detailed below.

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Total Price</i> |
|---|--|-----------------|-------------|-------------------|--------------------|
| CO1-1 | Mobilization | 1.00 | LS | \$ 5,488.51 | \$ 5,488.51 |
| CO1-2 | Site Preparation | 1.00 | LS | \$13,438.35 | \$13,438.35 |
| CO1-3 | Tree Removal | 2.00 | EA | \$ 284.46 | \$ 568.92 |
| CO1-4 | Dewatering | 1.00 | LS | \$ 9,073.80 | \$ 9,073.80 |
| CO1-5 | Bypass Pumping | 1.00 | LS | \$18,428.03 | \$18,428.03 |
| CO1-6 | Remove Existing Sanitary Sewer Manhole | 1.00 | EA | \$ 2,439.45 | \$ 2,439.45 |
| CO1-7 | Remove Existing 12" Sanitary Sewer Pipe (Force Main) | 15.00 | LF | \$ 51.75 | \$ 776.25 |
| CO1-8 | Remove Existing 15" Sanitary Sewer pipe (Gravity) | 20.00 | LF | \$ 42.71 | \$ 854.20 |
| CO1-9 | Remove Existing 24" Sanitary Sewer Pipe (Gravity) | 40.00 | LF | \$ 38.61 | \$ 1,544.40 |
| CO1-10 | 6-Foot Type III Concrete Sanitary Sewer Manhole | 1.00 | EA | \$ 6,597.13 | \$ 6,597.13 |
| CO1-11 | Additional Manhole Depth | 10.00 | VF | \$ 333.04 | \$ 3,330.40 |
| CO1-12 | 12" DI Sanitary Sewer Force Main | 15.00 | LF | \$ 162.51 | \$ 2,437.65 |
| CO1-13 | 15" PVC (SDR 35) Sanitary Sewer Pipe | 20.00 | LF | \$ 145.51 | \$ 2,910.20 |
| CO1-14 | 24" PVC (SDR 35) Sanitary Sewer Pipe | 40.00 | LF | \$ 149.97 | \$ 5,998.80 |
| CO1-15 | Erosion & Sedimentation Control | 1.00 | LS | \$ 1,982.89 | \$ 1,982.89 |
| CO1-16 | Fence Removal/Replacement | 50.00 | LF | \$ 32.09 | \$ 1,604.50 |
| CO1-17 | Restoration | 1.00 | LS | \$20,137.31 | \$20,137.31 |
| Correction to original contract amount (s/b \$2,306,485.27 instead of \$2,306,455.27) | | | | | \$ 30.00 |
| Change Order No. 1 Total = | | | | | \$97,640.79 |

Contract Price Prior to this Change Order..... \$2,306,455.27

Net Increase Resulting from this Change Order..... \$ 97,640.79

Revised Contract Price Including this Change Order..... \$2,404,096.06

Notice to Proceed Date ----- March 30, 2017

Original Completion Date ----- March 15, 2018

Revised Completion Date ----- April 14, 2018

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2017-276

WHEREAS, on March 28, 2017, via Resolution No.2017-88, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$2,306,455.27 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1; and

WHEREAS, it has been determined that modifications need to be made to allow for repair of Manhole No. 75, which receives the Lift Station No. 20 force main; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$97,640.79 for a revised contract price of \$2,404,096.06; and

WHEREAS, the project completion date will be extended from March 15, 2018 to April 14, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 in the amount of \$97,640.79 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-13

**#2017-277 - Approving Certificate of Final Completion for
Sanitary Sewer District No. 539; North Webb Road and 13th Street**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 10, 2017

Subject: Approving Certificate of Final Completion for Sanitary Sewer District No. 539; North Webb Road and 13th Street

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

Background

Sanitary Sewer District No. 539 was created by the City Council on August 9, 2016 to serve three (3) residential lots and two (2) commercial lots with City sanitary sewer service. The district boundary lies within an area between Webb Road and Kennedy Drive, and Dixie Square and 13th Street (see attached sketch). Legal notice of the creation of the District was published in the *Grand Island Independent* on August 15, 2016.

Starostka Group Unlimited, Inc. of Grand Island, Nebraska was awarded a \$105,483.25 contract for construction of Sanitary Sewer District No. 539; North Webb Road and 13th Street on March 28, 2017.

Work commenced on May 19, 2017 and was completed on September 21, 2017.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an underrun of \$19,939.49, for a total cost of \$85,543.76. The underrun is a result of dewatering not being necessary on this project. Additional project costs are shown below.

ADDITIONAL COSTS

| | | |
|---------------------------------------|-------------------------------|-------------|
| The Grand Island Independent | Advertising | \$ 157.76 |
| Hall County Register of Deeds | Filing Fees | \$ 252.00 |
| Island Sprinkler | Sprinkler Repair | \$ 74.51 |
| Midwest Right-of-Way | Easement Acquisition Services | \$ 4,685.00 |
| Phillip J Harders | Easements | \$ 500.00 |
| Calvary Baptist Church | Easements | \$ 1,535.00 |
| Richard A Rischling | Easements | \$ 6,005.00 |
| Sheffield Tree Service | Tree Removal | \$ 3,800.00 |
| Grand Island Public Works Engineering | Engineering & Design | \$ 2,267.46 |

Subtotal Additional District Costs = \$19,276.73

Total project cost is \$104,820.49, with an assessable amount of \$69,430.57, which will be presented to the Board of Equalization on November 17, 2017. The remaining costs were necessary to construct a line west from Dixie Square to address deficiencies with the system along Webb Road from prior construction.

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 Certificate of Final Completion for Sanitary Sewer District No. 539; North Webb Road and 13th Street and set the Board of Equalization date of November 14, 2017.

Sample Motion

Move to approve the Certificate of Final Completion for Sanitary Sewer District No. 539; North Webb Road and 13th Street and set the Board of Equalization date of November 14, 2017.

ENGINEER'S CERTIFICATE OF FINAL COMPLETIONSanitary Sewer District No. 539; North Webb Road and 13th Street

CITY OF GRAND ISLAND, NEBRASKA

October 10, 2017

TO THE MEMBERS OF THE COUNCIL

CITY OF GRAND ISLAND

GRAND ISLAND, NEBRASKA

This is to certify that Sanitary Sewer District No. 539; North Webb Road and 13th Street has been fully completed by Starostka Group Unlimited, Inc. of Grand Island, Nebraska under the contract dated April 4, 2017. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

| Item No. | Description | Total Quantity | Unit | Unit Price | Total Cost |
|---------------------------------|---|----------------|------|-------------|---------------------|
| Base Bid Section | | | | | |
| 1 | Mobilization / Demobilization | 1.00 | LS | \$ 9,001.00 | \$ 9,001.00 |
| 2 | Connect to Existing Manhole | 1.00 | EA | \$ 1,847.00 | \$ 1,847.00 |
| 3 | Construct 4' Diameter Manhole, Type 1 | 3.00 | EA | \$ 3,262.00 | \$ 9,786.00 |
| 4 | construct 4' Diameter Manhole, Extra Depth | 4.60 | VF | \$ 422.00 | \$ 1,941.20 |
| 5 | 8" Gravity Sewer Line | 710.00 | LF | \$ 31.60 | \$ 22,436.00 |
| 6 | 6" Sanitary Service Line | 63.30 | LF | \$ 40.70 | \$ 2,576.31 |
| 7 | 4" Sanitary Service Line | 43.00 | LF | \$ 29.85 | \$ 1,283.55 |
| 8 | Sanitary Service Connections (4") | 2.00 | EA | \$ 70.00 | \$ 140.00 |
| 9 | Sanitary Service Connections (6") | 3.00 | EA | \$ 78.00 | \$ 234.00 |
| 10 | Remove & Replace 6" Concrete Pavement | 79.90 | SY | \$ 92.00 | \$ 7,350.80 |
| 11 | Remove & Replace 6" Concrete Drive/Sidewalk | 27.60 | SY | \$ 126.00 | \$ 3,477.60 |
| 12 | Remove & Replace Center Island Landscape | 1.00 | LS | \$ 2,472.00 | \$ 2,472.00 |
| 13 | Tree Stump Removal (Pine Trees) | 1.00 | LS | \$ 2,365.00 | \$ 2,365.00 |
| 14 | Clearing & Grubbing | 1.00 | LS | \$ 2,038.00 | \$ 2,038.00 |
| 15 | Remove 5' Chain Link Fence | 66.00 | LF | \$ 6.95 | \$ 458.70 |
| 16 | Replace 5' Chain Link Fence | 40.00 | LF | \$ 11.60 | \$ 464.00 |
| 17 | Remove / Relocate 4' Chain Link Fence | 165.00 | LF | \$ 18.60 | \$ 3,069.00 |
| 18 | Turf Seed Application (Type 1) | 1.00 | AC | \$12,603.00 | \$ 12,603.00 |
| 19 | Turf Sod | 2,858.00 | SF | \$ 0.70 | \$ 2,000.60 |
| 20 | Dewatering | - | EA | \$18,000.00 | \$ - |
| Total Base Bid Section = | | | | | \$ 85,543.76 |

Additional Costs:

| | | |
|---------------------------------------|--------------------------------|-------------|
| The Grand Island Independent | Advertising | \$ 157.76 |
| Hall County Register of Deeds | Filing Fees | \$ 252.00 |
| Island Sprinkler | Sprinkler Repair | \$ 74.51 |
| Midwest Right-of-Way | Easement Acquisition Services | \$ 4,685.00 |
| Phillip J Harders | Easements | \$ 500.00 |
| Calvary Baptist Church | Easements | \$ 1,535.00 |
| Richard A Rischling | Easements | \$ 6,005.00 |
| Sheffield Tree Service | Tree Removal | \$ 3,800.00 |
| Grand Island Public Works Engineering | Design & Construction Services | \$ 2,267.46 |

Additional Costs = \$ 19,276.73**Grand Total = \$ 104,820.49**

I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer District No. 539; North Webb Road and 13th Street be approved.

John Collins – City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2017-277

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer District No. 539; North Webb Road and 13th Street certifying that Starostka Group Unlimited, Inc. of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$85,543.76; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, additional project costs equate to \$19,276.73, as shown

ADDITIONAL COSTS

| | | |
|---|--------------------------------|---------------------|
| The Grand Island Independent | Advertising | \$ 157.76 |
| Hall County Register of Deeds | Filing Fees | \$ 252.00 |
| Island Sprinkler | Sprinkler Repair | \$ 74.51 |
| Midwest Right-of-Way | Easement Acquisition Services | \$ 4,685.00 |
| Phillip J Harders | Easements | \$ 500.00 |
| Calvary Baptist Church | Easements | \$ 1,535.00 |
| Richard A Rischling | Easements | \$ 6,005.00 |
| Sheffield Tree Service | Tree Removal | \$ 3,800.00 |
| Public Works Engineering | Design & Construction Services | \$ 2,267.46 |
| Subtotal Additional District Costs = | | \$ 19,276.73 |

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

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

1. The Certificate of Final Completion for Sanitary Sewer District No. 539; North Webb Road and 13th Street, in the amount of \$104,820.49 is hereby confirmed.
2. The City Council will sit as a Board of Equalization on November 14, 2017 to determine benefits and set assessments for Sanitary Sewer District No. 539; North Webb Road and 13th Street.
- 3.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | | |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____ |
| December 14, 2017 | <input type="checkbox"/> | City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-14

#2017-278 - Approving Amendment No. 1 to Engineering Consulting Agreement for 13th Street Roadway Improvements; Project No. 2018-P-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 10, 2017

Subject: Approving Amendment No. 1 to Engineering Consulting Agreement for 13th Street Roadway Improvements; Project No. 2018-P-1

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

Background

Roadway improvements along 13th Street from Moores Creek to North Road, as well as intersection improvements at 13th Street and North Road are planned. Public Works Engineering staff is proposing a three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements. This project also will get much needed drainage improvements to the 13th and North Road intersection which do not exist today.

On August 22, 2017, via Resolution No. 2017-236, City Council approved an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$15,000.00 for 13th Street Roadway Improvements; Project No. 2018-P-1. This agreement accounts for design concepts for the proposed three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements, such as drainage.

Discussion

The original agreement did not include geotechnical sampling and reporting, Right-of-Way and easement acquisition assistance, and final design services all of which are included in Amendment No. 1 for the 13th Street Roadway Improvements; Project No. 2018-P-1. It is now requested to supplement the original agreement with Alfred Benesch & Company to allow for such additional services, in the amount of \$141,281.25 for a revised agreement total of \$156,281.25.

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 with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$141,281.25.

Sample Motion

Move to approve the resolution.



CONSULTING SERVICES AGREEMENT

| | | | |
|----------------|----------------------------------|--------------------|--|
| CLIENT | City of Grand Island | Project Name | City of Grand Island 2018 CIP Project I |
| Address | City Hall, 100 East First Street | | 13 th Street Roadway Improvement |
| | Grand Island, NE 68802 | | Amendment No. 1 for Final Design |
| | | Project Location | 13 th Street - North to Moore's Creek |
| Telephone | 308-385-5444 | | |
| Client Contact | Keith Kurz | Consultant PM | Terry Brown |
| Client Job No. | 2018-P1 | Consultant Job No. | 00111672.00 |

This AGREEMENT is made by and between City of Grand Island, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows d(or shown in Attachment A):

Amendment No. 1 for Final Design Consulting Services

Total not to Exceed for Design \$141,281.25 + initial \$15,000 = \$156,281.25

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

☒ Attachment A: Scope of Services and Fee Estimate

☐ Attachment B: Schedule of Unit Rates

☐ Attachment C: _____

or

☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

☐ BY LUMP SUM: \$_____.

☒ BY TIME AND MATERIALS: \$Not to exceed \$141,281.25.

☐ BY OTHER PAYMENT METHOD (See Attachment A): \$_____.

☐ AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Anthony Dirks
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____ PRINT NAME: Anthony Dirks, P.E.

TITLE: _____ TITLE: Vice President

DATE: _____, 20____ DATE: September 27, 2017

BENESCH OFFICE: Lincoln

ADDRESS: 825 M Street, Suite 100

Lincoln, NE 68508

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ **Supplemental Condition is incorporated herein when the applicable box is checked.**

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

ATTACHMENT A

Scope of Services

Amendment No. 1 Final Design for Project 1 – 13th Street Road Improvements

City Project Number 2018-P-1

TASK 1. Project Management

a. Project Management

Benesch Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. Provide regular progress reports with invoices.

TASK 2. General Project Meetings

a. Public Information Meeting

Benesch will schedule an public information meeting open to the general public and project directly affected stakeholders. The City's Project Manager will assist in a list of invitees and Benesch shall be responsible for notification to attendees.

b. Review Meetings

Benesch will schedule and attend one (1) review meeting to receive the City's review comments from the draft PS&E submittal.

c. Plan-in-Hand

Benesch will schedule and attend a plan-in-hand meeting after the 50% plan submittal following the review period for this submittal.

TASK 3. Survey

a. Field Survey

Benesch will perform additional necessary topographic ground survey to confirm horizontal and vertical control, confirmation of section and property corners, survey of additional utilities and potholing of water main.

i. Horizontal Control

Benesch shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the Modified State Plane using known land survey monuments provided by the City of Grand Island.

ii. Vertical Control

Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Grand Island projects in the area can be done for "design-fit" confirmation.

iii. Locate Section Corners

Benesch will survey section corners in order to assemble the geometry to create the right-of-way drawings and confirm any locations already established by the City of Grand Island.

iv. Utility Locates

Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. Benesch will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

b. Base File Completion

Benesch will add additional information to the established base map from the City of Grand Island using any new topographic survey data.

c. Field Staking Utility Conflicts for Potholing

Benesch will stake field locations of assumed water utility conflicts to be potholed by the City of Grand Island. Our survey crew will be on-site while the City completes the work to establish a top of pipe elevation at each pothole location. It is assumed there will be approximately five (5) pothole locations and a survey crew may potentially need to come out twice to the project site to complete the work.

TASK 4. Utility Coordination

a. Utility Location/Verification

Benesch will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

Benesch will request that the Utility Companies return to Benesch marked up plans with utility verification. Benesch will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. Benesch and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, Benesch will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

Prior to the 50% submittal, the plans will be distributed by Benesch to public and private utilities for comment.

Any utility review meeting should be scheduled to coincide with a regular project progress meeting or City review meeting. Benesch has not included any additional trips within our scope of work to coordinate with utilities.

TASK 5. Drainage Analysis

a. Hydraulic/Hydrologic Analysis

Benesch shall determine proposed outfall locations, delineate drainage areas to each outfall, and calculate 2, 5 and 10-year peak flow rates using the rational method for existing and proposed conditions. City will provide Benesch with any pertinent information regarding irrigation practices by the land owner that could impact the function of the storm sewer system. Proposed inlet locations shall be determined based on the proposed roadway profile and storm sewer hydraulic calculations shall be completed using the worksheets provided by the City or of similar format. Benesch shall also size a culvert crossing for the drainage way that crosses the west end of the project site and will investigate feasibility of cleaning out channel bottom between the upstream and downstream bounding culvert crossings along this drainage way.

TASK 6. 50% Submittal

a. Preliminary Designs

Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of Grand Island documents. Plan sheets to be included in the 50% submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheet
- Horizontal/Vertical Control Sheets
- Roadway Plan and Profile Sheets
- 13th & North Road Intersection Improvements Sheets
- Removal Sheets
- Water Main Plan and Profile Sheets
- Wastewater Plan and Profile Sheets
- Roadway Cross-Section Sheets

b. Cost Estimates

Benesch shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

TASK 7. Geotechnical Evaluation

a. Data Research

Based upon current site topography, the site grading is expected to consist of minimal excavation with fill depths ranging from approximately 0 to 5 feet.

It is expected up to nine (9) soil test borings will be taken with the project at locations staked by the City of Grand Island within the proposed roadway pavement area. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment

ATTACHMENT A

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and rights of access can be obtained from adjacent owners. If traffic control is required, it would be provided by the City. These test borings will be in accordance with schedules located in the most recent NDOR Geotechnical Policy and Procedures Manual.

The borings will be spaced approximately 500 to 750 feet apart along the proposed roadway alignment. Each boring will be drilled to a maximum depth of 10 feet below the existing ground surface. Shelby tube samples will be taken beneath the existing topsoil and Standard Penetration tests will be performed at 5-foot increments to the base of each boring. Laboratory testing will be performed to assist with classification and consistency of subgrade materials.

b. Design Recommendations/Report

Benesch shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing the concrete pavement for the project. Benesch shall prepare and submit three (3) copies of a geotechnical report to the City Project Manager for review.

TASK 8. Environmental Review

Per discussion with the City of Grand Island, Benesch's engineering services does not include effort to complete a Corp of Engineers 404 permit for this project.

TASK 9. Existing Water Main and/or Wastewater Relocation

Benesch shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor relocations involving a public utility due to an improvement project not initiated by the specific utility section, including coordination with the City of Grand Island Utilities Department regarding the relocation/new construction of fire hydrants.

TASK 10. Replacement Water Main Design

- a. Horizontal Alignment*
- b. Vertical Alignment*
- c. Utility Conflict Verification and Resolution (Assumes five (5) loops/drops at approximately 40 foot segments to avoid conflicts with storm inlets or water main crossings.)*

TASK 11. Replacement Wastewater Design

Benesch has identified existing sanitary sewers that do not appear to be in conflict with project improvements and therefore has no design requirements.

TASK 12. Right-of-Way

ATTACHMENT A
Page 4 of 8

Benesch shall provide all necessary plan sheets and legal descriptions and will complete right of way acquisitions and negotiations for the project. Benesch will determine the temporary and/or permanent easements and/or ROW to construct the project. Temporary construction easements will be acquired to construct driveways or make improvements to personal property beyond the existing or proposed right of way. The City of Grand Island base file and title researches performed by Benesch will be used by Benesch to determine the existing right-of-way and to design the easements or necessary ROW to construct the project.

a. Easement or ROW Descriptions & Track Drawings

Benesch shall prepare legal descriptions and tract drawings for the permanent and temporary easements or ROW required from each of the impacted tracts. It is estimated there will be seven (7) tracts associated with this project. Seven (7) tracts are estimated to need revisions due to property owner negotiations.

b. Title Search and Appraisals

Benesch shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement. Benesch will utilize the services of Principle Right of Way Services for the appraisal and property acquisition services.

c. Easement or ROW Acquisitions

Benesch will assist the Client in the negotiations for the acquisition of the temporary and/or permanent easements or ROW. Benesch will prepare the easement or ROW documents, present, explain offers, answer related questions, and secure signatures from interested parties. Benesch will attempt to meet with each property owner at least three times if necessary.

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

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

TASK 13. 95% Submittal

a. 95% Submittal Design

Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of Grand Island documents. All sheets that will be included in the PS&E plan set will be included in the 95% submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- Summary of Quantities Sheet
- Typical Section Sheets
- General Notes Sheet
- Detail Sheets

- Horizontal/Vertical Control Sheets
- Traffic Control/Detour Sheets
- Geometric, Joints and Grades Sheets
- Roadway Plan and Profile Sheets
- Removal Sheets
- Sediment and Erosion Control Sheets
- Water Main Plan and Profile Sheets
- Wastewater Plan and Profile Sheets
- Lighting Plan Sheets (By City of Grand Island)
- Roadway Cross-Section Sheets

b. Cost Estimates

Benesch shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

c. Special Provisions

Benesch will submit Special Provisions with the 95% submittal.

TASK 14. Permit Applications

Benesch will not prepare or submit on behalf of the City of Grand Island the following permits, agreements, certifications, and forms.

- ☐ Corps of Engineers 404 Permit (Per discussion with the City of Grand Island, Benesch's engineering services does not include effort to complete a Corp of Engineers 404 permit for this project.)
- ☐ SWPPP - NPDES Permit (To be completed by the contractor per City of Grand Island standard practice on projects.)

TASK 15. Final Submittal

a. Final PS&E Submittal

Upon incorporating review comments into the plan set and special provisions, Benesch shall prepare and submit all drawings, special provisions, and an updated total project cost estimate, to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, Benesch shall submit the bid package to the City's Project Manager. The bid package includes sealed white half-size bond drawings, sealed special provisions and sealed pdf documents too.

TASK 16. Bidding Phase

- a. Answer Design Questions*
- b. Prepare up to one (1) Addenda*
- c. Complete Recommendation of Award Letter*

GENERAL INFORMATION

1. PLAN FORMAT

A PDF Half size (11" x 17") copy of the plans will be submitted at the 50% submittal, 95% submittal, and PS&E submittal. One half size (11" x 17") white paper bond and PDF copy of the plans will be submitted for PS&E review. Any material, which does not produce an acceptable reproduction will be returned to Benesch for rectification.

Final plans will be submitted electronically PDF and on 11" x 17" white paper bond and will be accompanied by an electronic copy of the design in AutoCAD format.

Care will be exercised in drawing all construction details. All notes will be properly spaced and all lettering will be of an engineering style. Clarity must be maintained to allow the plans to be archived on microfilm; the background topography, grid lines etc. on plan and profile sheets will be removed behind the text.

The CADD files will conform to the following standards and conventions. All plans, specifications, and documents will be in English units using the following working units:

- a) Master Units = Ft
- b) Sub Units = 1000th
- c) Position Units = 1

Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

Reports, Studies and Technical Information:

Benesch shall prepare and submit the following items:

- 1. Meeting minutes from all meetings
- 2. Drainage computations, culverts and storm drainage design
- 3. Opinion of probable cost
- 4. Permit applications
- 5. Special Provisions for items not covered by the City of Grand Island Specifications

Cross-sections

Benesch will:

- 1. Plot cross-sections with the labeling of the sections on the right side of the sheet, label existing and design centerline elevations at their respective centerline, and offset distances 20 feet from the design centerline along the bottom of each sheet.
- 2. Plot cross-section on standard size sheets (same size as the plan and profile sheets).
- 3. Roadway cross-sections are to be plotted using a vertical and horizontal scale of 1" = 20'.
- 4. Plot the cross-sections with the stations progressing upward from the bottom to the top of the sheet.
- 5. Plot the original ground with a dashed line
- 6. Plot the design template with a solid line.
- 7. Label the cut and fill quantities for each section.

8. Plot the right-of-way and easements on each cross section.

2. RIGHT-OF-WAY SUBMITTALS

Plan submittals and right-of-way documents for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets
3. Legal Descriptions

The 50% submittal (Ownership Plans) will show the existing ownership, existing right-of-way, as well as the preliminary design features of the roadway and preliminary limits of construction.

The 95% submittal (Appraisal/Negotiation Plans) will show the proposed easement design. The plans will show new temporary and permanent easements needed for construction and maintenance of the new roadway.

A summary sheet will be prepared showing the area of new easements needed from each tract along the project in square feet, along with a strip map showing the location of the tracts. Legal descriptions will be prepared for tracts needing additional easements.

Benesch will make right-of-way design alterations as required by the City's Project Manager during negotiations. The revisions to the plans must be made within ten working days after the City's Project Manager requests the revision.

The easements will be staked for use by the City during negotiations. This activity should be coordinated between Benesch and the City's Project Manager.

The final right-of-way plans will be submitted on 11" x 17" white bond paper with the bid package and will be accompanied by an electronic copy of the design in AutoCAD format.

Attachment A
Total Final Design Amendment No. 1 Fee

13th Street Roadway Improvements
City Project Number 2018-P-1

| Task No. | Task Description | | Fee Estimate |
|-----------------|---|---------------------------|---------------------|
| 1 | Project Management | | \$15,838.97 |
| 2 | General Project Meetings | | \$4,487.12 |
| 3 | Survey | | \$4,440.48 |
| 4 | Utility Coordination | | \$1,701.22 |
| 5 | Drainage Analysis | | \$4,376.25 |
| 6 | 50% Submittal | | \$20,677.48 |
| 7 | Geotechnical Evaluation | | \$5,644.83 |
| 8 | Environmental Review | | \$0.00 |
| 9 | Existing Water Main and/or Wastewater Relocation | | \$0.00 |
| 10 | Replacement Water Main Design | | \$3,449.37 |
| 11 | Replacement Wastewater Design | | \$0.00 |
| 12 | Right-of-Way | | \$9,493.41 |
| 13 | 95% Submittal | | \$26,435.24 |
| 14 | Permit Applications | | \$102.66 |
| 15 | PS&E Submittals | | \$2,066.69 |
| 16 | Bidding Phase | | \$3,144.33 |
| 17 | Construction Phase (To be Negotiated at a Later date) | | \$0.00 |
| | Expenses | | \$39,423.20 |
| | | | |
| | | Total Project Cost | \$141,281.25 |

| ATTACHMENT A: TOTAL EXPENSES - FINAL DESIGN AMENDMENT NO. 1 FOR 13TH STREET ROADWAY IMPROVEMENTS PROJECT NO. 2018-P-1 | | | | | |
|---|---------------|---------------|-----------------|-------------|--|
| Design | \$ Ea. | Amount | Expenses | Cost | |
| Travel, mile (car) {Assumes 4 Trips at 210 miles round trip from Lincoln} | 0.56 | 840 | MILES | \$470.40 | |
| Travel, mile (survey vehicle) {Assumes 2 Trips at 210 miles round trip from Lincoln} | 0.56 | 630 | MILES | \$352.80 | |
| Geotechnical Mobilization, Testing, & Expenses | 3600 | 1 | L.S. | \$3,600.00 | |
| ROW Service (Principle ROW)(assuming 7 parcels) | 5000 | 7 | L.S. | \$35,000.00 | |
| Construction | | | | | |
| Travel, mile (car) {Assumes __ Trips at 210 miles round trip from Lincoln} | 0.56 | | MILES | \$0.00 | |
| Travel, mile (survey vehicle) {Assumes __ Trips at 210 miles round trip from Lincoln} | 0.56 | | MILES | \$0.00 | |
| Travel, in Town (car) {Work Truck in Grand Island} | 65 | | VEHICLE DAY | \$0.00 | |
| Hotel Accommodations | 105 | | EACH | \$0.00 | |
| Meal Per Diem | 45 | | EACH | \$0.00 | |
| Concrete Cylinder Molds and Compression Test of 6" x 12" Concrete Cylinders {Assumes 1-Test/100 C.Y. or 1-Test/Pour/Day, 8" Paving, 4" Sidewalk and Inlets for Approximately ____ C.Y.} | 18.5 | | EACH | \$0.00 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | \$39,423.20 | |

RESOLUTION 2017-278

WHEREAS, on August 22, 2017, via Resolution No. 2017-236 the Grand Island City Council approved entering into an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$15,000.00 for conceptual design services for 13th Street Roadway Improvements; Project No. 2018-P-1; and

WHEREAS, the original agreement is now being amended to include final design services for such project; and

WHEREAS, such amendment is in the amount of \$141,281.25, for a revised agreement amount of \$156,281.25; and

WHEREAS, Amendment No. 1 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska is required to proceed with this project

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Alfred Benesch & Company of Lincoln, Nebraska for final design services related to 13th Street Roadway Improvements; Project No. 2018-P-1 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-15

**#2017-279 - Approving Supplemental Agreement No. 1 with
Nebraska Department of Transportation (NDOT) for Improving
US Highway 281 in Grand Island**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 10, 2017

Subject: Approving Supplemental Agreement No. 1 with Nebraska Department of Transportation (NDOT) for Improving US Highway 281 in Grand Island

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

Background

On November 8, 2016, via Resolution No. 2016-285, City Council approved an agreement with the Nebraska Department of Transportation (NDOT) for improvements to US Highway 281; south of US Highway 30, north to Chapman Road. At that time the City cost share on the portion within City limits was estimated at \$3,822,000.00.

Discussion

Public Works staff is requesting permission to include the replacement of sixty-five (65) existing high pressure sodium lighting luminaires with new LED luminaires beginning just north of the Union Pacific Railroad overhead bridge to the north side of the Burlington Northern overhead bridge. This change will allow for improved safety by creating consistent lighting for commuters on US Highway 281, and will result in a \$5,000.00 deduction within this section of the original agreement.

Also, the work in the original agreement pertaining to North Broadwell Avenue was mistakenly described as resurfacing and is actually reconstruction, which will be corrected with Supplemental Agreement No. 1. The reconstruction cost was accounted for in the original cost estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign Supplemental Agreement No. 1 for Improving US Highway 281 in Grand Island.

Sample Motion

Move to approve authorization for the Mayor to sign the supplemental agreement.

SUPPLEMENTAL AGREEMENT NO. 1

PROJECT NO. NH-HSIP-281-2(127)
CONTROL NO. 42690
CITY OF GRAND ISLAND
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
IMPROVING HIGHWAY US-281 IN GRAND ISLAND

THIS SUPPLEMENTAL AGREEMENT is between City of Grand Island, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Municipality and State entered into an agreement (XL1617) executed by State on December 8, 2016, hereinafter referred to as the "Original Agreement", that provided for the improvement of Highway US-281, and

WHEREAS, as part of the Original Agreement, Municipality requested State include Municipality work with State's project, including lighting on Broadwell Avenue, and

WHEREAS, Municipality is no longer requesting that State include the installation of lighting on Broadwell Avenue from the intersection with US-281/Airport Road to the north-most entrance of the Veteran's Field Softball complex, and

WHEREAS, Municipality is now requesting that State include the following with State's project at Municipality's cost: replace 65 existing high pressure sodium lighting luminaires with new LED luminaires beginning just north of the Union Pacific Railroad Overhead Bridge at R.P. 69+01 to the north side of the Burlington Northern Railroad Overhead Bridge at R.P. 72+17, and
WHEREAS, Section 2.4 of the Original Agreement mistakenly described the work on N. Broadwell Avenue as resurfacing and it is actually reconstruction, and

Project No. NH-HSIP-281-2(127)
Control No. 42690
Improving Highway US-281 in Grand Island

Page 1 of 4

WHEREAS, it now becomes necessary that the agreement be supplemented to describe the work and revised costs.

NOW THEREFORE, in consideration of these facts, the State and Municipality agree as follows:

SECTION 1.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS of the Original Agreement is amended as follows:

Subsection 2.4 is deleted and replaced with the following:

2.4 The Municipality has requested that the State include the following work with the State's project:

- Additional lighting on US-281
- Reconstruct on N. Broadwell Avenue
- Increased left turn lanes offsets on northbound US-281 at the intersections with Old Potash Highway, Faidley Avenue, 13th Street, and State Street and on southbound US-281 at the intersection with Old Potash Highway
- Replacement of 65 existing high pressure sodium lighting luminaires with new LED luminaires beginning just north of the Union Pacific Railroad Overhead Bridge at R.P 69+01 to the north side of the Burlington Northern Railroad Overhead Bridge at R.P. 72+17

SECTION 2.

SECTION 11. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES of the Original Agreement is amended as follows:

Subsection 11.1 Municipality's Requested Work is deleted and replaced with the following:

11.1 Municipality's Requested Work: Municipality has requested that the scope of State's project be expanded to include the following, currently estimated to be \$1,087,500.00:

- Rebuilding N. Broadwell Avenue from the intersection with US-281/Airport Rd. south to the end of the raised median and resurfacing N. Broadwell Avenue from the south end of the raised median to the north-most entrance of the Veteran's Field Softball Complex.
 - The total cost of this work is estimated to be \$842,000.00.
- Removing and replacing mainline surfacing, median curb, and median surfacing and adjusting signs and pull boxes for the purpose of increasing left turn lane offsets by 1 foot on north-bound US-281 at the intersections with Old Potash Highway, Faidley Ave., 13th St., and State St. and on south-bound US-281 at the intersection with Old Potash Highway.
 - The total cost of this work is estimated to be \$93,500.00.
- To replace 65 existing high pressure sodium lighting luminaires with new LED luminaires beginning just north of the Union Pacific Railroad Overhead Bridge at R.P 69.01 to the north side of the Burlington Northern Railroad Overhead Bridge at R.P. 72.17.
 - The total cost of this work is estimated to be \$35,000.00.
- To install lighting within the maintenance section of US-281:
R.P. 69+55 – R.P. 71+40 north-bound.
 - The total cost of this work is estimated to be \$117,000.00.

Municipality shall pay 100% of the cost of this additional work including, but not limited to the costs for: preliminary engineering, construction, construction engineering. The actual cost of construction for this work will be calculated by multiplying unit prices by final quantities for the work. Unit prices and final quantities may be different than bid

prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process. The final cost of the preliminary engineering and construction engineering will be based on percentages of the final construction cost as follows: preliminary engineering 8% and construction engineering 8%.

SECTION 3. Except as specifically amended by this Supplemental Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the State and Municipality have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by Municipality this ____ day of _____, 2017.

WITNESS:

CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by State this ____ day of _____, 2017.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Michael H. Owen, P.E.

Roadway Design Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.

District 4 Engineer

Project No. NH-HSIP-281-2(127)
Control No. 42690
Improving Highway US-281 in Grand Island

Page 4 of 4
Agreement No. XL1617-01

RESOLUTION 2017-279

WHEREAS, on November 8, 2016, via Resolution No. 2016-385, Grand Island City Council approved an agreement with the Nebraska Department of Transportation (NDOT) for improvements to US Highway 281 from south of US Highway 30 north to Chapman Road, with the City cost sharing on the portion within City limits estimated at \$3,822,000.00; and

WHEREAS, it is being requested to include the replacement of sixty-five (65) existing high pressure sodium lighting luminaires with new LED luminaires beginning just north of the Union Pacific Railroad overhead bridge to the north side of the Burlington Northern overhead bridge; and

WHEREAS, this change will allow for improved lighting for commuters on US Highway 281, and will result in a \$5,000.00 deduction within this section of the original agreement; and

WHEREAS, the work in the original agreement pertaining to North Broadwell Avenue was mistakenly described as resurfacing and is actually reconstruction; and

WHEREAS, a supplemental agreement with the Nebraska Department of Transportation (NDOT) is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement with the Nebraska Department of Transportation (NDOT) for the improvement to US Highway 281 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-16

#2017-280 - Approving Engineering Services Agreement for Old Potash Highway Corridor Study

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 10, 2017

Subject: Approving Engineering Services Agreement for Old Potash Highway Corridor Study

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

Background

This project will establish a master plan for the Old Potash Highway corridor from approximately North Road to Webb Road, including intersections to the north and south of Old Potash Highway. The interaction between the various traffic features is complex, making it necessary to create an overall master plan to ensure that the individual projects will function together and address other safety issues in these areas. It is anticipated that this plan will include widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and probably improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

On July 10, 2017 the Engineering Division of the Public Works Department advertised for Engineering Services for Old Potash Highway Corridor Study, with eighteen (18) potential respondents.

Discussion

Three (3) engineering firms submitted qualifications for the engineering services for Old Potash Highway Corridor Study. Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Olsson Associates' services will be provided on a time and expense basis not to exceed \$249,963.26. Amendments will be required in the future for preliminary engineering design, final engineering design and construction phase services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$249,963.26.

Sample Motion

Move to approve the resolution.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 10, 2017

City of Grand Island
Attn: Keith Kurz
100 East First Street
Grand Island, NE 68802

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Old Potash Highway Roadway Improvements (the "Project")
Grand Island, NE

Dear Mr. Kurz:

It is our understanding that the City of Grand Island, NE ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: October 12, 2017

Anticipated Completion Date: August 24, 2018

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$ 249,963.26.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Keith Kurz.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Shane A. King

By 
Matt Rief

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF GRAND ISLAND, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Project Schedule

Fee Summary

Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 10, 2017 between City of Grand Island, NE ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

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

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

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

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

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

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

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

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

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

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

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

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

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

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

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

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

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

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

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in

the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

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

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

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

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

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

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

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

SECTION 5—TERMINATION

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

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

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

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

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

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

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

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

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

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

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

6.2 Arbitration or Litigation

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

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

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

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

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

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

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the

contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required

for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further

agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

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

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

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

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

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

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

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

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

Exhibit A
SCOPE OF SERVICES

**Preliminary Engineering
for
Old Potash Highway Roadway Improvements**

A. PROJECT DESCRIPTION

This schedule provides for conceptual and preliminary engineering services for the Old Potash Highway Improvements for the City of Grand Island in Hall County, Nebraska. The project consists of:

1. Topographic Survey
2. Traffic Study
3. Conceptual Design Services
4. Public Involvement
5. Funding Source Assistance

This project is located in western Grand Island along Old Potash Highway and along US-281. Preliminary limits are North Road to Webb Road and along US-281 to the US-30 interchange. Other adjacent roadways are likely to be impacted also. Project activities will include the list above and eventually move to final engineering design and construction of a preferred alternative. The project will not be constructed within existing right-of-way (ROW).

Olsson Associates (Consultant) shall serve as the agent for City of Grand Island (Client), representing the Client in all matters related to environmental and preliminary engineering services for this project.

It is anticipated that the project will require the following major tasks:

1. Project Management and QA/QC
2. Meetings
3. Supplemental Survey
4. Traffic Study
5. Conceptual Design Services
6. Public Involvement
7. Funding Source Assistance

B. CLIENT SHALL PROVIDE:

1. Provide as-built or design plans of the existing and adjacent roadways (if available).
2. Any drainage studies completed in the area.
3. Electronic files of current aerial photographs (if available).
4. Existing cadastral maps, plat maps, electronic ROW files of the project area (if available).
5. Provide location for and advertise for public meetings.
6. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
7. GIS shape files for the right of way and utilities.

Exhibit A
Sheet 1 of 8

Project Name: Old Potash Highway Roadway Improvements

C. CONSULTANT SHALL PROVIDE:

1. Project Management and QA/QC.

- 1.1 Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the Client and maintain project records.
- 1.2 NDOT Coordination. This includes coordination with the District Office and Headquarters regarding the US-30 & US-281 interchange.
- 1.3 Quality Assurance/Quality Control. The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will submit in writing that the QA/QC Plan has been used during project and submit the name of the person performing the QA/QC aspects.
- 1.4 Final Deliverables. Consultant will prepare final deliverables and submit to the Client the electronic files and hard copies of all materials.

2. Project Meetings.

- 2.1 Kick-off Meeting. Consultant will schedule and attend a kick-off meeting with City staff. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.
- 2.2 Progress Meetings. Consultant PM and appropriate Project staff will meet with the Client for 6 progress meetings, and prepare minutes of the meetings. This effort will include preparation for public meetings and education strategies.
- 2.3 Council Meeting. The Consultant shall attend 1 council meeting to present the preferred alternative.

3. Supplemental Survey. The field survey will be completed for the project corridor to lay out the right of way and verify existing storm sewer outlets and utilities.

- 3.1 Horizontal and Vertical Control. The Consultant will establish control points along the project corridor at regular intervals and provide control point ties to topographic features of permanent nature.
 - Horizontal control points will be established and referenced to existing section corners and lot pins. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
 - Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.

*Exhibit A
Sheet 2 of 8*

Project Name: Old Potash Highway Roadway Improvements

- 3.2 Section Corners and Property Pins. The Consultant will locate necessary section corners, quarter-section corners, and property corners for use in drafting existing ROW and property lines.
- 3.3 Existing Utilities. The Consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evidence in the field and utility locator's markings. This includes water main, sanitary sewer force main, gas mains, traffic signal equipment, and communication cables.
- 3.4 Field Survey. The consultant field survey existing utilities in the corridor to include gas mains, sanitary sewer, water main, and communication lines. Existing storm sewer inlet and outlet pipes will be surveyed.
- 3.5 Base Map Preparation. Consultant will create the base maps using the aerial maps field survey data along with data extracted from GIS shape files provided to the Consultant for the existing right of way/lots and utilities.
- 3.6 LiDar Data. Consultant will download LiDar data to generate an existing ground surface for conceptual planning.
- 3.7 Utility Coordination. Meet with each of the utility companies to verify existing utilities in the corridor.
4. Traffic Study. The Consultant will conduct a traffic analysis for the study corridor for both the existing conditions and for the Design Year 2040 conditions. The future year analysis will be used to determine intersection control, access spacing, roadway cross-section, approach geometry, storage lengths, and capacity analysis results at the study intersections for the proposed project. This will also include a review of the crash history for the project corridor.
- 4.1 Traffic Data Collection.
The Consultant will collect AM, Midday, and PM peak period turning movement counts (7AM-9 AM, 11AM-2PM, and 3PM-6PM) at the following intersections.
- Old Potash Hwy & North Rd
 - Old Potash Hwy & Gold Rd
 - Old Potash Hwy & Claude Rd
 - Old Potash Hwy & Kaufman Ave
 - Old Potash Hwy & Diers Ave
 - Old Potash Hwy & US-281
 - Old Potash Hwy & Wilmar Ave
 - Old Potash Hwy & Hy-Vee Dr
 - Old Potash Hwy & Webb Rd
 - US-281 & US-30 WB Ramp Intersection
 - US-281 & US-30 EB Ramp Intersection
 - US-30 & Webb Rd
 - Front St & Webb Rd

*Exhibit A
Sheet 3 of 8*

Project Name: Old Potash Highway Roadway Improvements

Average Daily Traffic (ADT) volumes will be estimated from peak hour counts.

4.2 Existing Conditions Analysis.

Intersection capacity analysis will be performed for the study intersections utilizing existing intersection control and lane geometry for the AM, Midday and PM peak hours. This will provide a baseline of roadway network operations for comparison purposes. Existing bike/pedestrian facilities will also be documented.

4.3 Crash Summary.

The Consultant will request a three-year crash history for the study corridor. Intersection and segment crash rates will be prepared to identify high crash areas. A crash diagram will be prepared to highlight and summarize the data. During the evaluation, crash patterns and safety concerns will be documented. This will help in the determination of potential mitigation measures.

4.4 Traffic Projections.

Two separate analysis year scenarios will be evaluated as part of the traffic analysis task to better define expected operations under both the interim, and full build-out lane geometrics along the corridor. The scenarios will include an approximate 10-year horizon, and 25-year build-out for the traffic volume projections. The Consultant will develop 24-hour volumes for the two analysis year scenarios and corresponding intersection turning movement volumes utilizing "k" (peak hour) and "d" (distribution) factors. Projections will be completed utilizing historical traffic counts in the area and ADT projections provided by the City of Grand Island MPO. Once ADT projections are completed the Consultant will develop AM, Midday and PM peak hour traffic volumes for the 2040 horizon year.

4.5 Future Traffic Analysis.

The traffic analysis task will be coordinated with concept development. It may be necessary to re-route projected volumes to the study network pending the intersection and access type being considered.

The Consultant will analyze safety and operational characteristics of the study area intersections and roadway segments within the above-mentioned scenarios to evaluate traffic control and lane geometric requirements. Analysis of the future-year volumes will determine recommended intersection control. The analysis will include the evaluation of roundabout intersections and traffic signals (beyond stop control). Warrants for traffic signal control will be summarized by location.

Intersection capacity analysis will provide a summary of expected Level of Service (LOS) and vehicle queuing at study area intersections where turning movement volumes are available. Capacity analysis will be conducted utilizing SIDRA Intersection, and Synchro software applications. This analysis will determine appropriate lane geometrics for the 10-year and 25-year scenarios.

Analysis will likely consider multiple alternatives and combinations of corridor modifications. Access management strategies will be applied to arterial roadways.

*Exhibit A
Sheet 4 of 8*

Project Name: Old Potash Highway Roadway Improvements

- 4.6 Final Corridor and Intersection Geometrics Recommendations.
Based on the results of the corridor and alternatives analysis, traffic control evaluations, crash analysis, and expected operations, the Consultant will recommend appropriate improvements to all study intersections and confirm the proposed roadway corridor cross-section. The analysis will include turn lane locations and lengths, U-turn movements for passenger vehicles, sidewalk ramp locations, and turning movement radii based on the design vehicle. In addition, access management improvements for the corridor will be presented.
- 4.7 Study Documentation.
A draft and final Alternatives Analysis report will be developed and submitted to the Client for review. The report will summarize the results of the data collection, capacity analysis, and traffic control recommendations for the project. The final results of the report will be utilized to help develop preliminary design for the project.
5. Conceptual Design Services. This task includes developing concepts and selection of a preferred alternative.
- 5.1 Data Collection and Review. For gathering, reviewing and organizing data for the project.
- 5.2 Prepare Alternatives.
- 5.2.1 Consultant will evaluate possible alternatives derived from the traffic analysis including but not limited to: horizontal alignment, number of lanes required, configuration of intersections, median width(s), bike trail and sidewalk locations, and limits for construction of the initial roadway section to be completed as part of this project.
- 5.2.2 The Consultant shall develop alternatives for the construction taking into consideration costs and the ability to efficiently expand the initial construction to the ultimate roadway geometrics in the future while minimizing future impacts to adjacent properties and impacts to vehicular/ pedestrian travel along the corridors.
- 5.2.3 This work shall include the development and evaluation of alternatives for the intersection control at various intersections to determine whether a conventional intersection, alternative intersection or roundabout design would provide the most efficient and effective design. Roadway alignments, locations of intersections, access control, and movement restrictions will also be considered.
The intersection concepts shall be reviewed and evaluated with respect to vehicular and pedestrian movement, safety, impacts to adjacent property, environmental concerns, right-of-way needs, impacts to access and costs. The Consultant shall summarize the alternatives developed and meet with the City's Project Manager to review the alternatives and conceptual plans prior to presenting alternatives to stakeholders and the public for comments.
- 5.2.4 Following completion of the stakeholder and public review of alternatives, the Consultant shall meet with the City's Project Manager and other City staff to select the preferred alternative.

Exhibit A
Sheet 5 of 8

Project Name: Old Potash Highway Roadway Improvements

- 5.3 Project Phasing. The Consultant will prepare exhibits showing potential project phasing, with the understanding that the entire corridor would be constructed in sections/segments. This task will identify the logical and feasible breakdown.
- 5.4 Quantities/Cost Estimate. Develop and tabulate preliminary quantities. Each potential bid item will not be calculated in detail. This effort will be to identify approximate project cost for the preferred alternative.
- 5.5 Typical Sections/Details. This includes design and drafting the typical sections.
6. Public Involvement. This task involves engaging the public and teaming with the Client to communicate project information. Consultant representatives will attend the meetings and be available to address questions. Consultant will also take notes summarizing the general comments, and review written comments. A summary document of the public comments will be prepared. For those comments requesting/warranting a response, written responses will be drafted for Client review and approval prior to mailing by the Client. The Consultant will produce and supply meeting materials including mailings, fact sheets, exhibits, and presentations. Translation of printed materials for the public meetings in one language will be provided at up to 4 meetings. A translator may be present at the public meetings and/or other meetings (up to 4) as requested by the Client.
- 6.1 Public Involvement Plan / Database. Consultant will develop a public involvement plan for review and approval by project team members. The plan will include dates of anticipated meetings, anticipated forms of communication with the public (i.e. newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information provided to the public shall be reviewed by the City's Project manager prior to distribution. The information will be submitted for review a minimum of two week prior to publication. Consultant will develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, City officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database shall be given to the City. The Consultant will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquiries regarding this project. Consultant will draft responses (as requested) to public comment for review by the City's Project Manager.
- 6.2 Key Stakeholder Meetings (20). Consultant and City staff will identify key project stakeholders for participation in information meetings during design of the project. Consultant will meet with impacted businesses, residents, and the Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes. Presentation of alternatives will take place with stakeholders. Stakeholder comment will be accepted and examined as part of the selection of the preferred alternative. Comments will be logged into the project database.
- 6.3 Open Houses (2). Consultant will schedule, arrange, and facilitate two public open houses to be held in at specific times during the project design. The Consultant shall draft a newspaper notice of the open house to be reviewed by the City's Project Manager, who will

Exhibit A
Sheet 6 of 8

Project Name: Old Potash Highway Roadway Improvements

follow local publishing and posting requirements. The City's Project Manager will coordinate with the Local Newspaper. The notice of the open houses will be published 14 days prior to the event in the Local Newspaper. City will be responsible for coordinating the Dynamic Messaging sign for the public meetings.

6.3.1 Pre-Concept Meeting. This meeting is a public meeting near the onset of concept design in order to collect information to be used during concept development. The Consultant will generate exhibits with sample concepts and/or initial features based on project information collected to date (traffic study, observed issues, etc). Public comment will be accepted and examined as part of the meeting. Comments will be logged into the project database.

6.3.2 Presentation of Preferred Alternative. This meeting is a public presentation of the preferred alternative intended to educate the public. Comments will be logged into the project database. This meeting is assumed to take place before the Council meeting.

6.4 Final Public Involvement Report / Documentation. Consultant will write a final report documenting the public involvement process. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, list of meeting attendees, and a general description of public reaction.

7. Funding Sources. Consultant will aid the Client in pursuing funding sources for the preferred alternative. Anticipated sources include City funds, NDOT safety funds, and partnership with Central Platte NDR. Consultant will prepare information and applications to funding partners as necessary. Four (4) meetings are assumed specific to funding.

E. DELIVERABLES:

1. Monthly Invoices and Progress Reports
2. Meeting Minutes
3. Traffic Corridor Report
4. Public Information Meeting Exhibits, Fact Sheet, Comment Sheet
5. Summary of Public Comments, and responses to written comments
6. Hard copies of all materials and final electronic files

G. GENERAL SCHEDULE

1. Notice to Proceed / Kick-off Meeting: October 2017
2. Progress Meetings: November 2017 – April 2017 (monthly)
3. Survey: October 2017 – December 2017
4. Traffic Study: October 2017 – January 2018
5. Concept Design: January 2018 – April 2018
6. Public Meetings: See detailed schedule
7. Preferred Alternative Selection: May 2018
8. Funding Sources: May 2018 – August 2018

*Exhibit A
Sheet 7 of 8*

Project Name: Old Potash Highway Roadway Improvements

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

OLSSON ASSOCIATES, INC.

By Shane A. King
Shane A. King

Matt Rief
Matt Rief

If you accept this Scope of Services, please sign:

CITY OF GRAND ISLAND, NE

By _____
Signature

Print Name _____

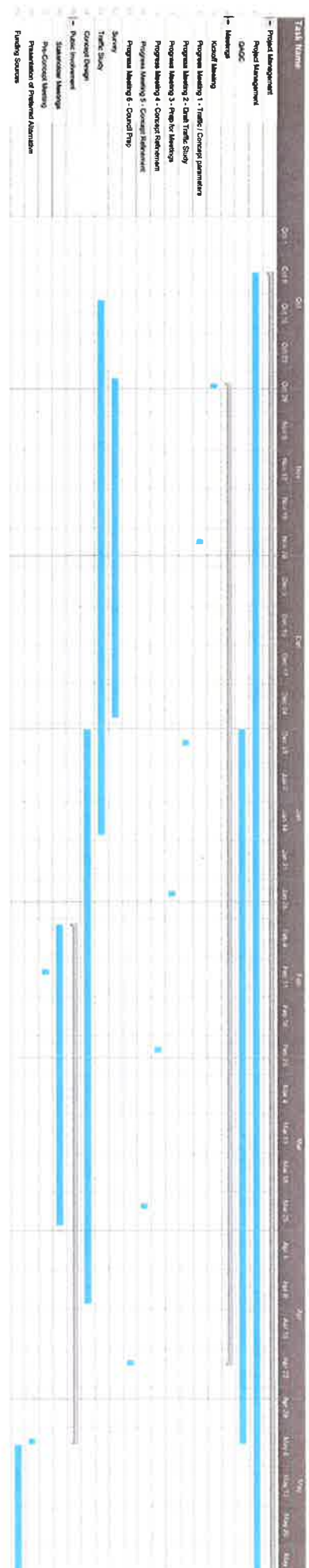
Title _____

Dated: _____

Exhibit A
Sheet 8 of 8

Project Name: Old Potash Highway Roadway Improvements

Old Potash Hwy



Project Cost & Breakdown**Old Potash Highway**

Project Name: Old Potash Highway Roadway Improvements
Consultant: Olsson Associates
Consultant PM: Shane King
City PM: Keith Kurz
Date: October 2, 2017

Project Number: _____
Control Number: _____

| DIRECT LABOR COSTS | | | |
|--------------------|-------|-----------------|--------------------|
| Classification | Hours | Rate | Amount |
| Quality Manager | 40 | \$73.56 | \$2,942.40 |
| Project Manager | 386 | \$45.58 | \$17,593.88 |
| Technical Leader | 416 | \$55.67 | \$23,158.72 |
| Engineer | 546 | \$27.96 | \$15,266.16 |
| Sr. Technician | 164 | \$28.25 | \$4,633.00 |
| Technician | 64 | \$19.38 | \$1,240.32 |
| Public Involvement | 252 | \$26.08 | \$6,572.16 |
| Survey Leader | 10 | \$38.94 | \$389.40 |
| Survey Crew | 46 | \$50.24 | \$2,311.04 |
| Administrative | 30 | \$18.05 | \$541.50 |
| | | | |
| | 1954 | Subtotal | \$74,648.58 |

| DIRECT EXPENSES | Amount |
|----------------------------|--------------------|
| Subconsultants: | \$6,240.00 |
| Printing And Reproduction: | \$400.00 |
| Mileage/Travel: | \$1,435.00 |
| Lodging/Meals: | \$1,024.00 |
| Other Miscellaneous Costs: | \$6,000.00 |
| | |
| Subtotal | \$15,099.00 |

| TOTAL PROJECT COSTS | Amount |
|---|---------------------|
| Direct Labor Costs | \$74,648.58 |
| Overhead @ 176.96% | \$132,098.13 |
| Total Labor Costs | \$206,746.71 |
| Fee for Profit Rate @ 13.60% | \$28,117.55 |
| Facility Capital Cost of Money (FCCM) @ (direct labor cost x FCCM%) | |
| Direct Expenses | \$15,099.00 |
| | |
| TOTAL COST | \$249,963.26 |

Exhibit "B"
Sheet 1 of 1

Direct Expenses**Old Potash Highway**

Project Name: Old Potash Highway Roadway Improvements
Consultant: Olsson Associates
Consultant PM: Shane King
City PM: Keith Kurz
Date: October 2, 2017

Project Number: _____
Control Number: _____

| Subconsultants: | | | Amount |
|------------------------------------|------------|------------------|--------------------|
| Gewalt Hamilton Associates | | | \$6,240.00 |
| Subtotal | | | \$6,240.00 |
| Printing and Reproduction: | Qty | Unit Cost | Amount |
| black & white copies @ \$0.15/each | 1000 | \$0.15 | \$150.00 |
| color copies @ \$0.50/each | 500 | \$0.50 | \$250.00 |
| Subtotal | | | \$400.00 |
| Mileage/Travel: | Qty | Unit Cost | Amount |
| Vehicle days | 16 | \$85.00 | \$1,360.00 |
| Survey Vehicle miles | 100 | \$0.75 | \$75.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Subtotal | | | \$1,435.00 |
| Lodging/Meals: | Qty | Unit Cost | Amount |
| Meals (days) | 16 | \$64.00 | \$1,024.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Subtotal | | | \$1,024.00 |
| Other Miscellaneous Costs: | Qty | Unit Cost | Amount |
| Translation of printed materials | 4 | \$1,000.00 | \$4,000.00 |
| Translation service | 4 | \$500.00 | \$2,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| Subtotal | | | \$6,000.00 |
| TOTAL DIRECT EXPENSES | | | \$15,099.00 |

Exhibit "B"
Sheet 1 of 1

RESOLUTION 2017-280

WHEREAS, on July 10, 2017 the Engineering Division of the Public Works Department advertised for Engineering Services for Old Potash Highway Corridor Study; and

WHEREAS, on July 25, 2017 three (3) engineering firms submitted qualifications for such services; and

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

WHEREAS, the City of Grand Island and Olsson Associates of Grand Island, Nebraska wish to enter into an Engineering Services Agreement to provide engineering services for such study; and

WHEREAS, amendments will be brought before council at a later date to address preliminary design services, final design services, and construction phase services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Grand Island, Nebraska for engineering services related to Old Potash Highway Corridor Study, in the amount of \$249,963.26, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-17

#2017-281 - Approving Small Cell License and Pole Attachment Agreement with Verizon Wireless

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: October 10, 2017

Subject: Resolution and Proposed Agreement with Verizon Wireless, LLC – Sky Park Road and Baron Lane

Presenter(s): Jerry Janulewicz, City Attorney

Background

Verizon Wireless, LLC, a limited liability registered to do business in Nebraska, has applied for approval to place a wireless antenna facility on a new city light pole located at the intersection of Sky Park Road and Baron Lane. The agreement follows the basic format of agreements previously approved by council, which allow private attachments to city's utility poles, with some specific changes to this agreement that were the result of negotiations between the Verizon Wireless, LLC and city's legal and utilities departments. The terms of the agreement are similar to the agreement approved by Council in August, 2017.

Discussion

The proposed agreement includes a five-year term and provides that its attachments to the pole must meet safety and equipment requirements of the Utilities Department. Any additional attachments on cities poles will require separate applications from and agreements with Verizon Wireless.

Council is advised that the trend in wireless communications is toward smaller antennas, sometimes referred to as micro cells and distributed antenna systems, for both data backhaul and mobile voice/data services. This trend is fueled by ever-increasing demands for wireless access as well as the industry move toward 5G service, which will be needed to support new technologies such as autonomous cars and the "internet of things." Thus, pole attachment agreements with Verizon, Mobilitie, and others will become more commonplace.

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.

Sample Motion

Move to approve the resolution.

SMALL CELL LICENSE AND POLE ATTACHMENT AGREEMENT

THIS SMALL CELL LICENSE AND POLE ATTACHMENT AGREEMENT (the "Agreement") is dated as of _____, 20____ (the "Effective Date"), and entered into by and between the City of Grand Island, a political subdivision of the State of Nebraska (the "LICENSOR"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless ("LICENSEE").

Recitals

A. WHEREAS, the LICENSOR is the owner of a Pole (as defined in §1.10, below) located in the Right-of-Way (as defined in §1.11 below) at the southwest corner of the intersection of Baron Lane and Sky Park Road, in the City of Grand Island, Nebraska; and

B. WHEREAS, Verizon Wireless (VAW) LLC, a Delaware limited liability company d/b/a Verizon Wireless, is duly authorized to transact business within the State of Nebraska; and

C. WHEREAS, LICENSEE desires to use space on LICENSOR's Pole located within said Right-of-Way for construction, operation and maintenance of its telecommunications antenna and associated equipment serving LICENSEE's wireless customers and utilizing Equipment (as defined in §1.6, below) permitted by the Federal Communications Commission ("FCC") and in accordance with FCC rules and regulations; and

D. WHEREAS, LICENSEE is willing to compensate the LICENSOR in exchange for a grant and right to use and physically occupy portions of LICENSOR's Pole located in said Right-of-Way.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Agreement:

1.1 *Affiliate.* Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An "Affiliate" shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1.2 Assignment or Transfer. "Assignment" or "Transfer" means any transaction in which the rights and/or obligations held by LICENSEE under this Agreement are transferred, directly or indirectly, to a party other than an Affiliate. An "Assignment" shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 City. "City" means the City of Grand Island, a municipality under the laws of the State of Nebraska.

1.4 Commence Installation. "Commence Installation" shall mean the date that LICENSEE commences to install its Equipment on LICENSOR'S Pole.

1.5 Commence Operation. "Commence Operation" shall mean the date that Equipment is installed and operational by LICENSEE pursuant to this Agreement.

1.6 Equipment. "Equipment" means the equipment cabinets, antennae, utilities and fiber optic cables, wires, and related equipment, as described or depicted in Attachment A hereto, that comprise a Small Cell installation.

1.7 Information Service. "Information Service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, as the same may evolve over time.

1.8 Laws. "Laws" means any and all validly enacted and applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the LICENSOR or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.9 Network. "Network" or collectively "Networks" means the telecommunication network operated by LICENSEE to serve its customers.

1.10 Pole. "Pole" shall mean the new light pole to be installed and owned by the LICENSOR, the location of which is described or depicted in Attachment B hereto together with lighting fixtures and electroliers located upon or attached thereto.

1.11 Right-of-Way. "Right-of-Way" or "ROW" means public property at the location described or depicted in Attachment B, including air space, dedicated, granted, held, or prescriptively used, or as authorized by patent of the United States of America, for LICENSOR's public street and public utility purposes, except as limited by any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Nebraska Department of Roads.

1.12 *Small Cell.* “Small Cell” shall mean the Equipment attached to LICENSOR’S Pole that comprises part of the Network operated by LICENSEE for the provision of Telecommunications Services.

1.13 *Telecommunications Services.* “Telecommunications Services” or “Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

2. TERM. The initial term of this Agreement shall be for a period of five (5) years (the “Initial Term”), commencing on the first day of the month following the date LICENSEE has Commenced Installation of its Equipment on the Pole (the “Agreement Commencement Date”) and ending on the fifth anniversary thereof, unless sooner terminated as stated herein. LICENSOR and LICENSEE shall acknowledge in writing the Agreement Commencement Date (the “Acknowledgement”). This Agreement shall be automatically renewed for one (1) successive five (5) year renewal term (a “Renewal Term”), unless LICENSOR notifies the LICENSEE in writing of LICENSOR’s intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term. The Initial Term and Renewal Term shall be collectively referred to herein as the “Term.”

3. REPRESENTATION CONCERNING SERVICES; TERMINATION WITHOUT CAUSE. At any time that LICENSEE ceases to operate as a provider of Telecommunications Services under Federal law, the LICENSOR shall have the option, in its sole discretion and upon six months’ written notice to LICENSEE, to terminate this Agreement and to require the removal of LICENSEE’s Equipment from the ROW and Pole, including the cost of any site remediation, at no cost to the LICENSOR, without any liability to LICENSEE related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE’s sole cost and expense, shall be subject to the prior and continuing right of the LICENSOR under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW as of the date of this Agreement. It is the intent of the parties that this Agreement conform in all respects to the Laws, particularly those relating to the access and use of Rights-of-Way by Telecommunications Service providers, including, without limitation, those Telecommunications Service providers utilizing Small Cell technology and small wireless facilities. No provision of this Agreement shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law.

4.1 Attachment to Pole. LICENSEE will submit to LICENSOR’s Public Works Director and Utilities Director for approval a proposed design for the proposed Small Cell installation that will include Equipment and any new Pole to be installed by LICENSOR.

4.1.1 Subject to the conditions herein, the LICENSOR hereby authorizes and permits LICENSEE to enter upon the ROW, and to locate, place, attach, install,

operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on the Pole and in the ROW for the purposes of operating the Small Cell equipment in conjunction with the Network and providing Telecommunications Services.

4.1.2 LICENSEE shall power its Equipment by using a separate, metered power source that services LICENSEE'S equipment. All electrical work and installations related to electric power shall be performed by a licensed contractor that is approved by the LICENSOR and in a manner that is approved by the LICENSOR. LICENSEE's metered power consumption shall be billed monthly directly by LICENSOR to LICENSEE, LICENSEE shall pay LICENSOR directly for its power consumption. All invoices for power consumption shall be sent by LICENSOR to LICENSEE at M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, or sent by electronic delivery by email to livebills@ecova.com, or such other physical or email address as directed by LICENSEE in writing, and LICENSEE shall pay the LICENSOR within thirty (30) days after receipt of such invoice. LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption to the Pole), a temporary emergency power source, and all related equipment and appurtenances within or adjacent to the Pole to the extent LICENSOR has the authority to permit the installation of a temporary emergency power source. Such temporary emergency power installation and power sources shall be in compliance with all applicable Laws. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render LICENSOR liable to LICENSEE for damages or relieve LICENSEE of any of its obligations hereunder.

4.1.3 An application for the attachment of Equipment to the Pole may only be denied if the proposed Equipment does not meet applicable Laws including those related to telecommunications facilities, construction in public rights-of-way, building codes, electrical codes, or related standards. LICENSOR shall document the basis for any denial, including the specific provisions of the Laws on which the denial was based, and send the documentation to the LICENSEE on or before the day that it denies an application. LICENSEE may cure any deficiencies identified by the LICENSOR and resubmit an application within thirty (30) days of the date of any denial without paying an additional application fee.

4.1.4 If the Pole is at any time structurally inadequate to accommodate LICENSEE's Equipment, at its sole election LICENSEE shall either terminate this Agreement upon written notice to LICENSOR or, at its sole cost and expense, reimburse LICENSOR for the cost of the acquisition and installation of a replacement Pole (a "Replacement Pole") with one that is acceptable to and approved by the LICENSOR.

4.1.5 In the event of an emergency or to protect the public health or safety, prior to the LICENSOR accessing or performing any work on the Municipal Facility on

which LICENSEE has installed Equipment, the LICENSOR may require LICENSEE to deactivate such Equipment if any of LICENSOR's employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, LICENSOR will contact LICENSEE at the contact telephone number referenced in §14.3 herein to request immediate deactivation.

4.2 Access. Subject to §6.10 of this Agreement, the LICENSOR hereby authorizes and permits LICENSEE to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace the Equipment in or on the Pole.

4.3 No Interference. LICENSEE in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the LICENSOR, electroliners, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. In the event any LICENSEE Equipment causes such interference, and after LICENSOR has notified LICENSEE of the interference by a written communication and a call to LICENSEE's Network Operations Center ("NOC") (at (800) 264-6620), LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference including, but not limited to, at LICENSEE's option, powering down the interfering equipment and later powering up the interfering equipment for intermittent testing. The LICENSOR agrees that the any other tenants, licensees, or users of the ROW who currently have or in the future take possession of space within the ROW within three hundred feet (300') of the LICENSEE Equipment will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of LICENSEE.

4.4 Permits; Default. Whenever LICENSEE is in default of this Agreement, after notice and applicable cure periods provided under §11, in any of its obligations under this Agreement, the LICENSOR may elect to terminate this Agreement.

4.5 Compliance with Laws. LICENSEE shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

4.6 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its Equipment installed pursuant to this Agreement will be utilized solely for providing the Information Services and Telecommunications Services identified herein and provided over the Network, and LICENSEE is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein.

4.7 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the LICENSOR to use, and to allow any other person or persons to use, any and all parts of the ROW or Pole, exclusively or concurrently with any other person or persons; (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the ROW or Pole now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the LICENSOR at any time; and (3) LICENSOR's municipal codes and fees as then in effect.

5. COMPENSATION. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE's performance under this Agreement, including those set forth below.

5.1 Attachment Fee. In order to compensate the LICENSOR for LICENSEE's entry upon and deployment of Equipment on the Pole, LICENSEE shall at the commencement this Agreement pay to the LICENSOR, and on an annual basis thereafter, an annual pole attachment fee at the rate and amount as set annually pursuant to LICENSOR's Fee Schedule Ordinance. For the period of October 1, 2016 to September 30, 2017, or any part thereof, the annual pole attachment fee for the Pole shall be Six Dollars (\$6.00) (the "Rent").

LICENSEE shall make the first payment of Rent within sixty (60) days of the full execution of the Acknowledgement. Thereafter, Rent at the rate set by LICENSOR'S then current Fee Schedule Ordinance shall be paid on or before October 1 of each year during the Term; provided, however, LICENSOR shall provide LICENSEE with at least ninety (90) days prior written notice of any adjustment to Rent pursuant to the Fee Schedule Ordinance, delivered in accordance with §10.1 of this Agreement. In the event such notice is delivered less than ninety (90) days before October 1 and LICENSEE's annual Rent payment is not made at the adjusted amount, LICENSEE shall pay the difference within sixty (60) days of LICENSEE's receipt of such notice, or shall be entitled to a credit against the next annual Rent payment, as applicable. Absent such notice, LICENSEE shall pay Rent for the then-current year in the same amount as the Rent payable for the immediately preceding year.

For any party to whom Rent payments are to be made, LICENSOR or any successor in interest of LICENSOR hereby agrees to provide to LICENSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms, if required; and (iii) other documentation to verify LICENSOR's or such other party's right to receive Rent as is reasonably requested by LICENSEE. Rent shall accrue in accordance with this Agreement, but LICENSEE shall have no obligation to deliver Rent payments until the requested documentation has been received by LICENSEE. Upon receipt of the requested documentation, LICENSEE shall deliver the accrued Rent payments as directed by LICENSOR.

5.2 Business License Fee/Other Fees/Rent Tax. The Attachment Fee in §5.1 of this §5 includes any fees for access to the ROW, use of the ROW, and attachments of the Small Cell to the Pole. The Attachment Fee does not include license or occupation tax imposed by the LICENSOR upon telecommunication providers as authorized by Nebraska statutes, nor other fees or taxes that may be levied or imposed under applicable state or federal law.

5.3 Payment. The Rent shall be paid by check made payable to LICENSOR and mailed or delivered to the LICENSOR at the address provided for in §10.1 below. The place and time of payment may be changed at any time by LICENSOR upon thirty (30) days' written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE shall pay Rent by electronic funds transfer in the event LICENSOR provides to LICENSEE bank routing information for such purpose.

5.4 Delinquent Payment. If LICENSEE fails to pay any amounts due pursuant to this Agreement within forty-five (45) days from the due date, LICENSEE will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

5.5 Additional Remedies. The remedy provisions set forth in §5.4 above are not exclusive, and do not preclude the LICENSOR from pursuing any other or additional remedy in the event that payments become overdue by more than forty-five (45) days.

6. CONSTRUCTION. LICENSEE shall comply with all Laws related to the construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on the Pole. Except as otherwise provided herein, LICENSEE shall not attach, install, maintain, or operate any Equipment in or on the ROW and/or on the Pole without the prior written approval of LICENSOR's Public Works Director and Utilities Director.

6.1 Commencement of Installation and Operation. LICENSEE shall Commence Installation of its Small Cell approved by the LICENSOR no later than eighteen (18) months after the LICENSOR'S issuance of its written approval for LICENSEE to Commence Installation, and shall Commence Operation no later than six (6) months after LICENSEE Commences Installation, which such dates may be delayed due to any force majeure event. Failure of LICENSEE to Commence Installation or Commence Operation of the Small Cell as provided above shall permit LICENSOR to terminate this Agreement upon ninety (90) days notice to LICENSEE unless within such ninety (90) day period, LICENSEE shall Commence Installation or Commence Operation, as applicable. Notwithstanding the foregoing, LICENSEE's obligations under this §6.1 shall be

conditioned upon LICENSEE's completion of its due diligence with regard to the Small Cell location and/or Municipal Facility.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW may require governmental permits, such as excavation permits, building permits, and traffic control permits. Subject to the limitations of §5.2, LICENSEE shall apply for the appropriate permits and pay any standard and customary permit fees.

6.3 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that LICENSOR may require LICENSEE to relocate its Equipment installation. LICENSEE shall at LICENSOR's direction and upon one hundred eighty (180) days prior written notice to LICENSEE, relocate such Equipment at LICENSEE's sole cost and expense whenever LICENSOR reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a LICENSOR or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of LICENSOR-owned Poles, traffic signals, communications, or other Pole; or (c) to protect or preserve the public health or safety. If LICENSEE shall fail to relocate any Equipment as requested by the LICENSOR in accordance with the foregoing provision, LICENSOR shall be entitled to remove or relocate the Equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the LICENSOR actual costs and expenses incurred by the LICENSOR in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the LICENSOR. To the extent the LICENSOR has actual knowledge thereof, the LICENSOR will attempt promptly to inform LICENSEE of the displacement or removal of the Pole. If the Pole is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the LICENSOR will have no obligation to repair or replace the Pole for the use of LICENSEE's Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Pole pursuant to §6.8 below, and may choose to replace such Pole pursuant to the provisions of §4.1.4 above.

6.4 Relocations at LICENSEE's Request. In the event LICENSEE desires to relocate the Equipment from the Pole to another pole owned by LICENSOR, LICENSEE shall so advise LICENSOR. LICENSOR will promptly then advise LICENSEE of any alternative pole it would have available, if any, for use in accordance with and subject to the terms and conditions of this Agreement.

6.5 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the LICENSOR: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Pole or other property, whether public or private, caused by LICENSEE, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Equipment. If LICENSEE does not remove, repair or replace such damage to its Equipment or to ROW, Pole or other property, the LICENSOR shall have

the option, upon thirty (30) days' prior written notice to LICENSEE, to perform or cause to be performed the removal of the damaged Equipment, or the removal, repair or replacement of the ROW or Pole, on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the LICENSOR. If such damage causes a public health or safety emergency, as reasonably determined by the LICENSOR, the LICENSOR may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, such repair work may only involve reattachment of LICENSEE's Equipment to a Pole or repair of the Pole itself, and shall not include any technical work on LICENSEE's Equipment. Upon the receipt of a demand for payment by the LICENSOR, LICENSEE shall within thirty (30) days of such receipt reimburse the LICENSOR for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.6 Changes in Equipment. If LICENSEE proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from LICENSOR's Public Works Director and Utilities Director. In addition to any other submittal requirements, and if requested by LICENSOR, LICENSEE shall provide "load" (structural) calculations for the Pole. Notwithstanding the foregoing, LICENSEE may modify its Equipment with like kind or similar Equipment without prior written approval of the LICENSOR.

6.7 Termination. LICENSEE shall have the right to terminate this Agreement on thirty (30) days notice to the LICENSOR. In the event of such termination, LICENSEE shall remove its Equipment in accordance with §6.8 below and LICENSOR shall retain any Rent paid to such date.

6.8 Removal of Equipment. Within sixty (60) days after the expiration or earlier termination of this Agreement, LICENSEE shall promptly, safely and carefully remove the Equipment from the Pole and ROW. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work pursuant to this Section, then the LICENSOR, upon written notice to LICENSEE, shall have the right at the LICENSOR's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the LICENSOR actual costs and expenses incurred by the LICENSOR in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the LICENSOR. After the LICENSOR receives the reimbursement payment from LICENSEE for the removal work performed by the LICENSOR, the LICENSOR shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the LICENSOR pursuant to this Section at no liability to the LICENSOR. If the LICENSOR does not receive reimbursement payment from LICENSEE within such thirty (30) days, or if LICENSOR does not elect to remove such items at the LICENSOR's cost after LICENSEE's failure to so remove pursuant to this Section, or if LICENSEE does not

remove LICENSEE's property within thirty (30) days of such property having been made available by the LICENSOR after LICENSEE's payment of removal reimbursement as described above, any items of LICENSEE's property remaining on or about the ROW, Pole, or stored by the LICENSOR after the LICENSOR's removal thereof may, at the LICENSOR's option, be deemed abandoned and the LICENSOR may dispose of such property in any manner by Law. Alternatively, the LICENSOR may elect to take title to abandoned property, provided that LICENSEE shall submit to the LICENSOR an instrument satisfactory to the LICENSOR transferring to the LICENSOR the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.9 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE, subject to the terms of this Agreement, bears all risks of loss or damage or relocation or replacement of its Equipment and materials installed in the ROW or on the Pole pursuant to this Agreement from any cause, and the LICENSOR shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the LICENSOR's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the LICENSOR, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in §7.2 below.

6.10 Access. Prior to LICENSEE accessing its Equipment for non-emergency purposes at any time, LICENSEE shall provide telephonic notice to the City of Grand Island, Utilities Department. In the event of an emergency at any time, LICENSEE will, if time permits, attempt to provide prior telephonic notice to the City of Grand Island Utilities Department. In the event LICENSEE is unable to provide such notice, LICENSEE will notify the City of Grand Island Utilities Department following such access.

7. INDEMNIFICATION AND WAIVER. LICENSEE agrees to indemnify, defend, protect, and hold harmless the LICENSOR, its commission members, officers, and employees from and against any and all claims, demands, losses, including Pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from LICENSEE's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the LICENSOR, its mayor, council members, officers, employees, agents, or contractors.

7.1 Waiver of Claims. LICENSEE waives any and all claims, demands, causes of action, and rights of any kind or nature it may assert against the LICENSOR its mayor, council members, officers, and employees on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Telecommunications Services or Information Services.

7.2 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8. SECURITY FOR PERFORMANCE. Before any construction begins in the ROW by LICENSEE, and if requested by LICENSOR, LICENSEE shall provide the LICENSOR with performance bonds, and if considered necessary by the LICENSOR, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the LICENSOR, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Nebraska, and acceptable to the LICENSOR and shall be kept in place for the duration of the work.

9. INSURANCE. LICENSEE shall obtain and maintain at all times during the term of this Agreement Commercial General Liability insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises-operations, contractual liability, personal injury and products completed operations; and Commercial Automobile Liability insurance covering all owned non-owned and hired vehicles with a limit of \$1,000,000 each accident for bodily injury and property damage. The Commercial General Liability insurance policy shall include the LICENSOR, its mayor, council members, officers, and employees as additional insured as respects any covered liability arising out of LICENSEE's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer LICENSEE shall use commercially reasonable efforts to provide the LICENSOR with thirty (30) days prior written notice of cancellation. LICENSEE shall be responsible for notifying the LICENSOR of such change or cancellation.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, LICENSEE shall file with the LICENSOR the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that LICENSEE's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the LICENSOR may possess, including any self-insured retentions the LICENSOR may have; and any other insurance the LICENSOR does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

- (c) that LICENSEE's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the LICENSOR.

The certificate(s) of insurance with endorsements and notices shall be mailed to the LICENSOR at the address specified in §10.1 below.

9.2 Workers' Compensation Insurance. LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than \$1,000,000 and shall furnish the LICENSOR with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be admitted and authorized to do business in the State of Nebraska and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "VII."

9.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

if to the LICENSOR:
City of Grand Island
Attention: Utilities Director
P.O. Box 1968
Grand Island, NE 68802

if to LICENSEE:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of commercial courier, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE; REMEDIES; LIQUIDATED DAMAGES.

11.1 LICENSEE Default and Notification. Except for causes beyond the reasonable control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than thirty (30) days after written demand from the LICENSOR to commence the correction of such noncompliance on the part of LICENSEE, the LICENSOR shall have the right to revoke and terminate this Agreement, in addition to any other rights or remedies set forth in this Agreement or provided by Law.

11.2 LICENSOR Default and Notification. Except for causes beyond the reasonable control of LICENSOR, if LICENSOR breaches any covenant or obligation of LICENSOR under this Agreement in any manner, and fails to cure such breach within thirty (30) days after receiving written notice from LICENSEE specifying the violation, then LICENSEE may enforce any and all of its rights and/or remedies provided under this Agreement.

11.3 Cure Period. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances not under the defaulting party's control, the period of time in which the defaulting party may cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) the defaulting party has promptly begun to cure; and (b) the defaulting party is diligently pursuing its efforts to cure. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the breach within the time periods provided herein.

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the LICENSOR, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE to an Affiliate or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the ROW is located by reason of a merger, acquisition or other business reorganization (collectively, "Exempted Transfers") shall not require the consent of the LICENSOR.

13. RECORDS; AUDITS.

13.1 Records Required by Applicable Laws. LICENSEE will maintain complete records with respect to the Small Cell pursuant to all applicable Laws.

13.2 Additional Records. The LICENSOR may require such additional reasonable non-confidential information, records, and documents from LICENSEE from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

13.3 Production of Records. LICENSEE shall provide such records within thirty (30) days of a request by the LICENSOR for production of the same unless additional time is reasonably needed by LICENSEE, in which case, LICENSEE shall have such reasonable time as needed for the production of the same. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the LICENSOR for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any LICENSOR department having jurisdiction over LICENSEE's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The LICENSOR may contact by telephone the LICENSEE network control center operator at telephone number (800) 264-6620 regarding such problems or complaints.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Nebraska, without reference to its conflicts of law principles. Any litigation concerning this Agreement shall be conducted in either the State Courts located in Hall County, Nebraska, or the Federal District Court for the District of Nebraska, and each party consents to jurisdiction and venue in any such court.

14.5 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.6 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in §6.2

above. This Agreement shall not be revocable or terminable except as expressly permitted herein.

14.7 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

14.9 Public Records. LICENSEE acknowledges that information submitted to the LICENSOR may be open to public inspection and copying as required under state law. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the LICENSOR as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LICENSOR. The LICENSOR shall treat any information so marked as confidential until the LICENSOR receives any request for disclosure of such information. Within five (5) working days of receiving any such request, the LICENSOR shall provide LICENSEE with written notice of the request, including a copy of the request. LICENSEE shall have fifteen (15) working days within which to provide a written response to the LICENSOR, before the LICENSOR will disclose any of the requested confidential information. The LICENSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

14.10 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.11 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the LICENSOR with respect to third parties shall remain as imposed by state law.

14.12 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

14.13 Effect of Acceptance. LICENSEE (a) accepts and agrees to comply with this Agreement and all applicable Laws; (b) has no basis, to its knowledge, to assert that this Agreement was not granted pursuant to processes and procedures consistent with applicable Laws; and (c) has no basis, to its knowledge, to assert any claim or allege in any claim or proceeding against the LICENSOR that any provision, condition or term of this Agreement was unreasonable or arbitrary, or was void or unlawful, as of the Effective Date.

14.14 Time is of the Essence. Time is of the essence with regard to the performance of all of LICENSEE's obligations under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 20____.

LICENSOR:
City of Grand Island

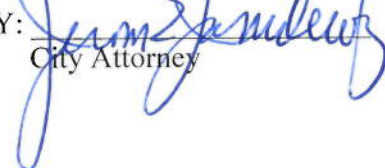
By: _____
Jeremy L. Jensen, Mayor

Date: _____

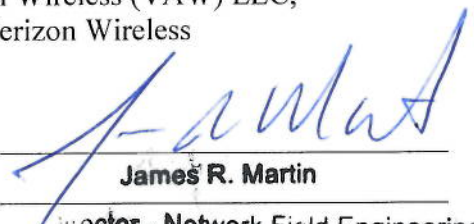
ATTEST:

RaNae Edwards, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: 
City Attorney

LICENSEE:
Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless

By: 
Name: **James R. Martin**
Title: **Director - Network Field Engineering**
Date: 9/22/17

Exhibits to Small Cell License and Pole Attachment Agreement:
Attachment A – Equipment
Attachment B – Pole Location

ATTACHMENT A

Licensee Small Cell Equipment

- (1) Cantenna Antenna (JMA #CYL-QAP-2)
- (1) Antenna Mounting Kit
- (1) U-Guard from antenna to radio
- (1) Radio Unit (Ericsson RRU32 B66)
- (1) Power Converter
- (1) AC load center (Schneider DU221RB)
- (1) Meter base
- Fiber conduit from ground level to radio
- Power conduit from meter base to load center

Attachment A

Page 1 of 1

City of Grand Island -- Small Cell NE07 CNRA SC1 1 (GL# 412477)
CORE/0762186.2853/131822398.1

ATTACHMENT B

Site Plan

(See Attached)

Attachment B
Page 1 of 2

City of Grand Island -- Small Cell NE07 CNRA SC1 1 (GL# 412477)
CORE/0762186.2853/131822398.1

RESOLUTION 2017-281

WHEREAS, to improve cellular communications and data transmission in the area, Verizon Wireless LLC (“Verizon”) desires to install and maintain an wireless antenna facility on a new city light pole located at the intersection of Sky Park Road and Baron Lane; and

WHEREAS, pursuant to the terms of the proposed five-year license agreement, in consideration for a license granting permission for the placement, operation and maintenance of wireless facilities, City will receive a pole attachment fee at such amount as set by City Ordinance. Verizon will pay the cost of installing the light pole at the location and will pay for electric service at a metered rate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND that the proposed license agreement between the City of Grand Island and Verizon Wireless, LLC for placement of a wireless antenna facility on a new city light pole located at the intersection of Sky Park Road and Baron Lane should be and the same is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-18

#2017-282 - Approving Proposal for Olympic Bunker Trap Site Additions

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 10, 2017

Subject: Approve Olympic Bunker Trap Site Additions and Target Release System

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On October 27, 2015 City Council authorized by Resolution 2015-297 the construction of a new Olympic Bunker Trap venue at Heartland Public Shooting Park. The bunker trap project is currently underway. The project has been coordinated and funded by efforts from the Grand Island Skeet and Sporting Clays Club, Inc.

Recently GI Skeet and Sporting Clays Club was successful in applying for a Nebraska Game and Parks Commission grant on behalf of the City of Grand Island. The grant will provide \$202,500 of Federal funds towards the project.

Discussion

Because Nebraska Game and Parks requires that the City of Grand Island hold the grant, the City procurement process was used to accept proposals for Site Additions and the Target Release System for the bunker trap.

Bunker Trap Site Additions RFP

One proposal was received on September 26, 2017 from Chief Construction of Grand Island, Nebraska. Items included in the Chief proposal include: 20' x 60' open air shooting pavilion, 27' x 560' parking area extension, irrigation, seeding, fencing, steel support brackets for 15 trap machines, doors and ramping modifications, 4' x 230' sidewalk, 20' x 60' concrete shooter pad, electrical, plumbing for floor drains, painting, ATA trap mounting brackets. The proposed contact amount from Chief was \$248,903.00.

Bunker Target Release System RFP

One proposal was received on September 26, 2017 from Briley Manufacturing Company of Houston, Texas. Items included in the Briley Manufacturing proposal include: 15 bunker traps, computer sequencer, microphones with stands, relay box, chip card

counting system, system backup parts, delivery and installation. The proposed contact amount from Briley Manufacturing was \$55,650.00.

The proposal from Chief Construction and Briley Manufacturing total \$304,553.00. The City General Fund will initially pay the expenses with reimbursement from the Game and Parks grant in the about of \$202,500.00 and GI Skeet and Sporting Clays Club reimbursing the City \$102,053.00. After full reimbursement the City's net expense from the two proposals will be \$0.00.

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 City Council approve the proposals from Chief Construction of Grand Island, Nebraska and Briley Manufacturing Company of Houston, Texas.

Sample Motion

Move to approve the resolutions to provide Bunker Trap Site Additions from Chief Construction (\$248,903.00) and a Bunker Trap Target Release System from Briley Manufacturing (\$55,650.00).

**State of Nebraska
Game and Parks Commission**



**Federal Aid in Wildlife Restoration
Cooperative Project Agreement**

Partnering Organization: City of Grand Island
CFDA: 15.611

Project/Grant Number: W87E-16

Project/Grant Title: Heartland Shooting Park Olympic Bunker Trap

Project/Grant Period: August 1, 2017 – July 31, 2018
Part I.

Description of the Project: Olympic Bunker Trap; Associated Amenities
Project/Grant Cost: \$270,000(\$202,500 Federal & \$67,500 Match)

Part I - Definitions

- A. The term "project" means the conditions outlined in the Project Agreement.
- B. The term "Manual" as used herein means the Federal Aid Manual.
- C. The term "State" as used herein means the State of Nebraska.
- D. The term "Commission" as used herein means the Nebraska Game and Parks Commission.
- E. The term "FWS" as used herein means the U. S. Fish and Wildlife Service, Department of the Interior.
- F. The term "Fund Assistance" or "Fund" refers to the financial resource created and maintained through authority and operation of the **Federal Aid in Wildlife Restoration Act**.

Part II

Special Project Terms and Provisions

By virtue of authority contained in Sections 13-801 to 13-807 inclusive, Revised Statutes of Nebraska, the State of Nebraska, represented by the Nebraska Game and Parks Commission, hereinafter referred to as the Commission, does on this day hereby enter into an Project Agreement with the City of Grand Island, hereinafter referred to as the Grant Partner, for the purpose of executing and administering the provisions of the **Federal Aid in Wildlife Restoration Act**, hereinafter referred to as the WR Act, as applicable to agreement of this nature.

In consideration of the covenants of the Grant Partner as hereinafter set forth, including such project plans, specifications and estimates as may be attached hereto and made a part of this agreement, the Commission hereby agrees to obligate to the Grant Partner the amount of money specified herein, contingent upon federal funds available and proper submittal of paid invoices and following the Shooting Range Grant Program guidelines, to reimburse the Grant Partner all appropriate federal funds received for project expenditures.

The Grant Partner agrees to execute the project stage as set forth herein in a timely and businesslike manner for the purposes intended and in accord with the following terms, conditions, and covenants:

The Nebraska Game and Parks Commission shall not be held liable for default or breach of this agreement should the Grant Partner assign, sublease, contract or lease this recreation facility. The Grant Partner, by utilizing funds resulting from this Project Agreement, shall assume all liability from action resulting from the normal or abnormal use of the facility provided by this document. Unless stated otherwise, the following terms and provisions must occur on an annual basis for a period of no less than 15 years from the official date of project completion. The Grant Partner agrees to develop all shooting facilities in accordance with current National Rifle Association standards. In the event the Grant Partner cannot fulfill the terms of this Project Agreement, the Grant Partner will reimburse the Commission for the amount provided in the grant program at a pro-rated amount determined by the Commission. The Grant Partner agrees to design and develop all facilities, structures and developments in accordance with modern acceptable engineering standards and designs using accepted guidelines for public safety.

A. Purpose

The purpose of this Project Agreement is to improve hunting and shooting sports development in central Nebraska and expand access to advanced shooting sports training by:

1. Designing and constructing one Olympic Bunker Trap and associated amenities
 - a. To house 17 machines and storage
 - b. All concrete and steel construction (144' x 14')
 - c. Associated electrical and concrete walk paths
 - d. 15 trap machines (such as the 185E LaPorte Olympic Trench)
 - e. Associated Control Shed, shooter pavilion (~20'x60'), parking, grounds work, electrical
2. Purchase and install 15 Olympic Bunker Traps and associated controls, hardware, microphones, and card systems

B. Plans and Specifications

- a. In accordance with the specifications prepared and approved by the City of Grand

Island or a third-party engineering consultant, and attached hereto as Exhibit A, and upon federal approval of the project, Grant Funds will be utilized to design and construct one Olympic Bunker Trap Complex to include:

Construction and labor

- Survey, engineering, and design
- Control Shed
- Shooter pavilion (~20' x 60')
- Parking lot extension for ~27' x 560' area to NW of existing parking
- Irrigation, seeding and fencing
- Doors and ramping modifications
- Steel support brackets for 17 trap machines
- Concrete work
 - ~4' x 230' sidewalk extension
 - Shooter pavilion pad ~40' x 12'
- Fire exit in Bunker

Electrical and labor

- Operational computer systems equipment
- Field lighting and electrical (three – 30' poles with four LED fixtures on bullhorns and concrete bases)

Trap Machines and associated controls

- 15 trap machines (such as the Laporte 185E Olympic Trench)
- Trap Voice Olympic Trap Control System and backup system
- 5 Microphones, stands and sequencing control programs
- Chip card system with codes, counts and controls and cards

C. Fees for Public Access

Access must be granted to the public, without need for any membership, during an acceptable and reasonable period of time throughout the year as outlined in Section H, below. The Grant Partner may charge a standard daily or program user fee provided the fee is non-discriminatory, is not excessive for normal fees of this use in the region and the funds generated are utilized solely to cover costs of expendables (targets, ammunition, back stops, other shooting supplies) and or facility maintenance and upkeep. The user fee shall not be used to produce additional revenue for the Grant Partner.

If the Grant Partner determines to collect a user fee for use of the facilities built in this project a complete fee schedule containing all charges to be assessed against those using the facilities must be submitted for approval. Any net revenues accruing from the operation of the facilities must be separately accounted for and reserved by the project sponsor for the future operation, maintenance and/or expansion of the facility or, with the Commission's approval, for construction of other recreational shooting or archery facilities.

All normal operation and maintenance fees and schedules are to be carried out or directed by the Grant Partner or their partnering organizations or clubs in an acceptable manner.

The Grant Partner will keep accurate accounting of all revenues and expenditures and shall provide to the Commission a yearly summary of fees collected and an explanation of how fees were expended. The Commission may review the Grant Partner's accounting on an annual basis if requested.

D. Term

The facilities must remain available to public access for a period of no less than 15 years, as outlined in this Project Agreement.

E. Hunter Education

The shooting facility must be available, free of charge, for use, at any time, by the Nebraska Hunter Education Program, their volunteer instructors and students in an acceptable manner to facilitate educational use during activities concurrent with the Hunter Education Program.

F. Public Access to the Facility

The Grant Partner agrees to provide for a maximum number of public use days to the extent possible, as outlined below. Public use days may be the result of open public memberships, open public shooting events, hunter education events and hunter outreach events and shall include:

1. At least six hunter/shooting sports outreach programs annually in accordance with the Nebraska Game and Parks Commission Outdoor Skills Programs and may include shooting or hunting programs designed to recruit, retain and reactivate youth, women or families.
2. At least two Hunter Education Courses annually at this new facility as scheduled by the Grant Partner. If this requires Hunter Education Instructor certification of volunteers from the Grant Partner, the Grant Partner agrees to pursue such certification in a timely manner.
3. Year round use of the facility, free of charge, for the Nebraska Hunter Education Program, as requested, with dates and times to be mutually agreed to.
4. Use of the facility by collegiate shooters for the purpose of instruction, recreation, practice and tournaments
5. Developing and supporting at least one 4H shooting sports club/program at the new facility and to make the facility available free of charge for 4H shooting sports programs, as requested with dates and times to be mutually agreed upon.
6. Opening the facility to the general public at least ten days per month for open public shooting for a minimum of 60 hours per month.
7. Hosting league shooting and to make such opportunities available to the general public without requiring an annual membership.

G. Repayment of Funds to the Commission

In the event the Grant Partner is not able to comply with all aspects of this Project Agreement for the specified period of time, the value of funds provided may be reimbursed to the Commission

at a pro rated amount determined by the Commission.

Part III General Terms and Provision

- A. Duration. The term of this Project Agreement is for the period identified and date under Part II, Special Project Terms and Provisions section of this Project Agreement.
- B. Separate Entity. This Project Agreement creates no separate legal or administrative entity since none is required to carry out the purposes of this Project Agreement.
- C. Funding. The Grant Partner will not receive a cash grant for completion of the project. Instead, the Grant Partner must pay all bills and invoices and then seek reimbursement from the State using available federal funds.
 - 1. The State hereby agrees to obligate to the Grant Partner the amount of money specified herein, contingent upon available federal funds, to reimburse the Grant Partner all appropriate federal funds received for project expenditures. Furthermore, the State will reimburse available federal funds to the Grant Partner upon receipt of validated requests for payment or project costs after project completion; provided that the request for reimbursement is no greater than 75% of the actual expense incurred on the project according to the terms of this Project Agreement, and the Grant Partner or designated third party provides a minimum of 25% match toward this project. The 25% match can be in the form of cash, volunteer labor or donated goods, etc. but must be approved by the Commission prior to disbursement of funds and consistent with the budget provided by the Grant Partner.

The Grant Partner agrees to submit properly documented statements of costs for which grant funds are sought for approved grant activities on a form which will be supplied by the Commission. Proper documentation shall be considered to be original invoices containing the name, address and social security number or federal tax identification number of the vendor; and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the authorized representative of the Grant Partner.

To be eligible for matching assistance, project costs must be incurred after the federal project approval date. The only costs incurred prior to federal project approval that are eligible for retroactive reimbursement are architectural/engineering, archaeological literature search, and grant application preparation fees. Donations of equipment, labor, and materials must be contributed after federal grant approval. Cash contributions may be received at any time.

- 2. The Grant Partner shall budget for their share of the costs and provide a copy of a resolution, motion or similar action duly adopted by the governing body of the Grant Partner which states the following in part:

- (a) that it has the intention and ability to finance its share of the cost of the project.
- (b) that designates a person as the official representative of the Grant Partner to act in connection with the project proposed under this Project Agreement.
- (c) that it agrees to operate and maintain, at its sole expense, or cause to be operated and maintained, the property or facilities acquired or developed pursuant to this Project Agreement in the manner and according to the standards set forth in this Project Agreement, including, but not necessarily limited to the following:
 - (1) The property shall be maintained so as to appear attractive and inviting to the public.
 - (2) Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards.
 - (3) Reasonable precautions will be taken for public safety which are commensurate with the use and objectives of the property and facilities developed under this Project Agreement.
 - (4) Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
 - (5) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
 - (6) The project area will be posted with informational signs acknowledging the financial assistance received from the State and FWS as provided by the Commission.
 - (7) Facilities in whole or in part will be available for use by persons with disabilities.

3. The Grant Partner further agrees to provide the State with:

- (a) A project boundary map which includes the area to be developed under the project.
- (b) **Evidence of ownership of the property in the form of a "Title Opinion" or some other evidence of adequate control for the normal life of the facilities.**

D. Project Termination. The essence of this Project Agreement is a net gain in the quality of public outdoor recreation facilities and resources which shall become available to the citizens of the Grant Partner and the State through the execution of this Project Agreement. Failure of the Grant Partner to comply with the terms of this Project Agreement, except as provided herein, shall be

cause for termination and suspension of all obligations of the State and Commission hereunder and of any future Federal assistance to the Grant Partner under the WR Act. The Grant Partner, if project is terminated, agrees to reimburse the Commission as specified in Part I of this document.

- (1) The Commission may temporarily suspend assistance under the project pending corrective action by the Grant Partner or pending a decision to terminate the grant by the Commission.
- (2) The Grant Partner may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified or amended by the Grant Partner only by mutual agreement.
- (3) The Commission may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Commission will promptly notify the Grant Partner in writing of the determination and the reasons of the termination together with the effective date. Payments made to the Grant Partners under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- (4) The State may terminate grants in whole or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. The Grant Partner shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The State may allow full credit to the Grant Partner for the share of non-cancelable obligations, properly incurred by the grantee prior to termination.
- (5) Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Political Subdivision and the Commission or that all funds provided under the WR Act be returned to the Commission.

E. Real Property. The State will not hold the title to the real property in the event of termination of the project or in the event that the project is completed in accord with this Project Agreement.

F. Breach of Contract. The Grant Partner agrees that the benefit to be derived by the State and the United States from full compliance by the Grant Partner with the terms of this Project Agreement is the preservation, protection and a net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Fund assistance under the terms of this Project Agreement. The Grant Partner agrees, therefore, that payment by the Grant Partner to the State of an amount equal to the amount of assistance extended under this Project Agreement by the State would be inadequate compensation to the State for any breach by the Grant Partner of this Project Agreement. The Grant Partner further agrees, therefore, that the appropriate remedy in the event

of a breach by the Grant Partner of this Project Agreement shall be the specific performance of this Project Agreement or repayment of the Grant Funds to the Commission at a pro-rated amount based upon the amount of time the Grant Partner utilized the facilities after receipt of Grant Funds.

- G. Nondiscrimination. The undersigned is subject to Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, disability or sex (in educational programs or activities). Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, disability or sex (in educational programs or activities). The Grant Partner shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fee may be maintained on the basis of residence as set forth in the Manual.
- H. Applicable Federal Circulars. The Grant Partner shall comply with applicable regulations, policies, guidelines and requirements including Office of Management and Budget Circulars A-102 (Uniform administrative requirements for grants-in-aid to State and local governments), A-133 (Audits of State and Local Governments, and Non Profit Organizations) and A-87 (Cost principles applicable to grants and contracts with State and Local Governments) as they relate to the application, acceptance and use of Federal Funds for this federally assisted project.
- I. Lobbying with Appropriated Funds. **Federal Aid in Wildlife Restoration** moneys will be used in conformance with 18 U.S.C. 1913 which states that: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, whether before or after the instruction of any bill or resolution proposing such legislation or appropriations; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."
- J. Conflict of Interest.
1. No official or employee of the Local, State or Federal Government who is authorized in an official capacity to negotiate, make, accept, approve or take part in any decision regarding a contract or subcontract in connection with this project, shall have any financial or other personal interest in any such contract or subcontract.
 2. No person performing services for the Local, State or Federal Government in connection with this project shall have a financial or other personal interest other than employment or retention by the Local, State or Federal Government, in any contract or subcontract in connection with this project. No officer or employee of such person

retained by the Local, State or Federal Government shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the Grant Partner, and such officer, employee or person has not participated in the acquisition for or on behalf of the Grant Partner

3. No member or delegate to Congress shall be admitted to any share or part of this Project Agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The Grant Partner, the State and the Fish and Wildlife Service shall be responsible for enforcing the above conflict of interest provisions.

K. Retention and Custodial Requirements for Records.

1. Financial records, supporting documents, statistical records, and all other records pertinent to this Project Agreement shall be retained for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final financial status report for the project.
3. The Grant Partner is authorized to substitute microfilm copies in lieu of original records.
4. The Commission, the Secretary of the Interior, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper and records of the Grant Partner which are pertinent to this project for the purpose of making audit, examination excerpts and transcripts.

L. Project Execution.

1. The development period shall begin with the date entered on page one (1) of the project Project Agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The Grant Partner will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be completed with reasonable diligence.
3. The Grant Partner will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (P.L. 90-480) and Section 504 of the Rehabilitation Act of 1973 (43 CFR 17), and with all State Statutes regarding handicapped accessibility, including, but not limited to, Nebraska Revised Statutes 1943, Reissue of

1976, Sections 72-1101 through 72-1124. The Grant Partner will be responsible for conducting inspections to ensure compliance with these specifications by the contractor, or self compliance in the event of force account construction projects.

4. The Grant Partner shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State and local laws and regulations.
5. In the event the project covered by the project Project Agreement cannot be completed in accordance with the plans and specifications for the project, the Grant Partner shall bring the project to a point of recreational usefulness agreed upon by the Grant Partner and the Commission.
6. The Grant Partner will provide and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications; that it will furnish progress and final reports and other such information as the Commission may require.
7. The Grant Partner will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project Project Agreement. In addition, the Grant Partner will comply with all State Statutes regarding acquisition of real property and relocation including, but not necessarily limited to, Neb. Rev. Stat. SS 25-2501 through 2506 (Reissue 1985) and Neb. Rev. Stat. SS 76-1201 through 76-1213 (Reissue 1981).
8. The Grant Partner will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control and abatement of water pollution, and Executive Order 11990, relating to the protection of wetlands.
9. The Grant Partner will comply with all applicable State Statutes regarding acquisition and/or development of flood plains including, but not necessarily limited to, Neb. Rev. Stat. SS 2-1506.01 through 1506.27 (Reissue 1983).
10. The Grant Partner will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, (P.L. 93-234) 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form

of direct or indirect Federal assistance.

11. The Grant Partner will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the Commission of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The Grant Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970. The Grant Partner further agrees to insert this clause into any contract or subcontract in excess \$100,000.00.
12. In accord with Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR 800, the Grant Partner agrees to stop all work and to notify the Nebraska Game and Parks Commission and the State Historic Preservation Officer, Nebraska State Historical Society in the event that archeological remains are uncovered during the process of project construction. The Grant Partner further agrees to defer all work until such time that the Nebraska State Historical Society has inspected the site and has authorized work activities to resume.

M. Construction Contracts.

1. Contracts for construction in excess of \$10,000.00 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids and public openings. Copies of all advertisements, bids and a copy of the contract shall be retained for inspection by the Commission. In the event that State and local laws require competitive bidding on contracts in amounts of less than \$10,000.00, the lower amount shall govern.
2. The Grant Partner shall inform all bidders on contracts for construction that Federal and/or State funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed under contract. Such change orders shall be submitted to the Commission for approval and shall be made a part of the project file and be kept available for audit.
4. Contracts for construction shall include a provision for compliance with the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3).
5. The Grant Partner will comply with other procurement standards of OMB Circular A-102 Attachment 0, except for provisions related to compliance with Davis-Bacon Act requirements (unless required by a program providing supplemental funding). Should supplemental funding be provided which requires compliance with Davis-Bacon Act requirements all construction contracts awarded by the Grant Partner in excess of \$2,000.00 shall include a provision for compliance with such Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).

6. The Grant Partner shall comply with Executive Order 11246, as amended, regarding equal opportunity for all persons without regard to race, color, religion, sex or national origin, employed or seeking employment with contractors performing under federally assisted construction contracts. In addition to Executive Order 11246, the following specific requirements shall be carried out by the Grant Partner:
 - a. The Grant Partner shall include the following in solicitation for offers and bids on federally assisted construction contracts over \$10,000.00: (1) "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity," including goals which are to be inserted by contracting officer or applicant. (2) "Standard Federal Equal Employment Opportunity Construction Contract Specification."
 - b. The Grant Partner shall include the following in construction contracts over \$10,000.00:
 - a. Equal Opportunity Clause.
 - b. "Standard Federal Equal Opportunity Construction Contract Specification."
 - c. A Non-Segregated Facilities Certification signed by the prime contractor and subcontractor.
 - c. The Grant Partner shall provide notice of contract awards subject to these provisions to Director of (OFCCP) the Office of Federal Contract Compliance Program within 10 days after the award (Notice includes name, address and telephone number of contractor, employer identification number, dollar amount of contract, estimated starting and completion dates, contract number and geographic area in which the contract is to be performed).
 - d. The Grant Partner shall cooperate with the Director of FWS and Director of the OFCCP in the implementation of the program.
 - e. The Grant Partner shall ensure that EEO posters are displayed in Federally assisted construction sites.
 - f. The Grant Partner shall ensure that contractors engaged in Federally assisted construction contracts are providing data and reports to the appropriate OFCCP regional office as required or requested.
 - g. The Grant Partner shall ensure that the provisions of the Equal Opportunity Clause are followed for construction contracts involving force account labor.
 - h. The Grant Partner shall carry out sanctions and penalties imposed upon the federally assisted construction contractor or subcontractor by the Secretary of Labor pursuant to

the Executive Order 11246, as amended, and refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Executive Order 11246, as amended.

- i. The Grant Partner shall incorporate, or cause to be incorporated, into all construction contracts exceeding \$10,000.00 the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) "The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."
- (2) "The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applications will receive consideration for employment without regard to race religion, color, sex or national origin."
- (3) "The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contract's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment."
- (4) "The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations and relevant orders of the Secretary of Labor."
- (5) "The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders."
- (6) "In the event of the contractor's non-compliance with the non-discrimination

clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, amended, and such other sanctions may be imposed and remedies invoked provided in Executive Order No. 11246, as amended, or by rules, regulations order of the Secretary of Labor, or as otherwise provided by law."

- (7) "The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

N. The Grant Partner shall: (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the Secretary of the Interior and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Secretary of the Interior and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligations of contractors and subcontractors under such provisions, rules, regulations and orders, (5) carry out sanctions and penalties for violation or such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of the Interior pursuant to Part II, Subpart D, of Executive order No. 11246, as amended, and (6) refrain from entering into any contract with a contractors debarred from Government contracts under Part II, Subpart D, of Executive Order No. 11246, as amended. In addition, the Grant Partner agrees that if it fails or refuses to comply with these requirements, the State may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

O. The Grant Partner shall comply with Executive Order 12432, Minority Business Enterprise Development by:

- a. Placing minority business firms on bidder's mailing lists.
- b. Soliciting these firms whenever they are potential sources of supplies, equipment, construction or services.
- c. Where feasible, dividing total requirements into smaller needs, and setting delivery

schedules that will encourage participation by these firms.

- d. Using the assistance of the Minority Business Development Agency of the Department of Commerce, the Small Business Administration, the Office of Small and Disadvantaged Business Utilization, Department of the Interior (DOI), the Business Utilization and Development specialists who reside in each DOI bureau and office and similar State and local offices where they exist.
 - e. Reporting quarterly on all active projects approved after September 30, 1984 which involve \$500,000.00 or more in Fund assistance (except for acquisition projects). Such reports will be submitted on a DI-1925 (Attachment A) to the FWS Office. The first report will be submitted prior to the commencement of any construction.
- P. Project Administration.
- 1. The Grant Partner shall promptly submit such reports and documentation as the Commission may request.
 - 2. Properties and facilities acquired or developed with Federal assistance shall be available for inspection by the Commission and/or the FWS at any time.
 - 3. The Grant Partner may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the Manual and supplemental instructions which may be issued by the Commission.
 - 4. Any deviations, which result in a change of project scope or objectives, shall be submitted for prior approval.
 - 5. The acquisition cost of real property shall be based upon value determined by a licensed appraiser. The reports of such appraisers shall be submitted to the Commission for approval.
 - 6. All development plans and specifications shall be submitted for approval by the Commission prior to commencement of any site preparation or construction and no such site preparation or construction may be undertaken until so approved. Such plans and specifications must be prepared by an architect or engineer that is registered in the State of Nebraska. When approved, development plans and specifications will become part of this project Project Agreement and execution of the project must be in accord with the approved plans and specifications.
- Q. A final inspection will be made and a final performance report prepared by the

Commission prior to making final payment to the Grant Partner.

- R. It is expressly agreed that upon the completion of this project, the Grant Partner will operate and maintain the completed facility for a period of at least 15 years or for the life of the developments, whichever is the longest period. A user fee will not be charged for Hunter Education Access.
- S. Indemnification and Hold Harmless. The Grant Partner agrees to hold harmless, indemnify, and defend the State, its agencies, Commissions, officers, and employees from all claims, demands, suits, and judgments which may result from any loss or damage to property or injury or death of any persons on the PROJECT SITE or in any other way connected with the issuance of the Grant Funds.
- T. Legal Authority. By entering into this Project Agreement, the Grant Partner is stating that
it has the legal authority to carry out all terms of this Project Agreement unencumbered for the full duration of this Project Agreement and the Grant Partner represents that it has
the ability and will to operate and maintain the property described in this project Project Agreement, has sufficient funds to meet the non-federal share of the project cost and upon project completion sufficient funds shall be made available to operate and maintain the site and facilities consistent with Federal Aid to Wildlife Restoration Act (16 U.S.C. 699-669i), the rules and regulations of the U.S. Fish Wildlife Service, (hereafter referred to as the "Federal Agency") , the Commission and other federal, state and local regulations for such facilities.

In Witness whereof, the parties hereto have executed this Project Agreement as of the date entered on the first page hereof and the covenants herein shall extend to and be binding upon the successors of the parties to this Project Agreement.

**STATE OF NEBRASKA
GAME AND PARKS COMMISSION**

Christy Firestone
Name
Comm. Dir
Title
8/1/17
Date

**CITY OF GRAND ISLAND
GRANT PARTNER**

Maureen Ferguson
Name
City Administrator
Title
9-25-17
Date

RESOLUTION 2017-282

WHEREAS, the Heartland Public Shooting Park is owned and operated by the City of Grand Island, Nebraska; and

WHEREAS, the Grand Island Skeet and Sporting Clays Club approached the City with the idea of adding a new Olympic Bunker Trap Range venue at the Heartland Public Shooting Park; and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP's) to provide and install an Olympic Bunker Trap Site Additions for such project; and

WHEREAS, on September 26, 2017 one (1) request for proposal was received, opened and reviewed; and

WHEREAS, Chief Construction from Grand Island, Nebraska submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a proposal amount of \$248,903.00 has been negotiated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Chief Construction from Grand Island, Nebraska to provide and install an Olympic Bunker Trap Site Additions at the Heartland Public Shooting Park is hereby approved at a cost of \$248,903.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-19

#2017-283 - Approving Proposal for Olympic Bunker Trap Target Release System

This item is related to item G-18.

Staff Contact: Todd McCoy

RESOLUTION 2017-283

WHEREAS, the Heartland Public Shooting Park is owned and operated by the City of Grand Island; and

WHEREAS, the Grand Island Skeet and Sporting Clays Club approached the City with the idea of adding a new Olympic Bunker Trap Range venue at the Heartland Public Shooting Park; and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP's) to provide and install an Olympic Bunker Trap Target Release System for such project; and

WHEREAS, on September 26, 2017 one (1) request for proposal was received, opened and reviewed; and

WHEREAS, Briley Manufacturing Company from Houston, Texas, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a proposal amount of \$55,650.00 has been negotiated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that proposal from Briley Manufacturing Company from Houston, Texas to provide and install an Olympic Bunker Trap Target Release System at the Heartland Public Shooting Park is hereby approved at a cost of \$55,650.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-20

#2017-284 - Approving Purchase of (6) 36" Cut Mowers

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 10, 2017

Subject: Bid Award for Six (6) New 36" Cut Mowers for use within the Cemetery Division

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On September 22, 2017 the Parks and Recreation Department advertised for bids to purchase six (6) new 36" cut mowers. The replacement items are necessary as the current equipment is becoming less dependable. The new equipment will provide additional years of service and meets the requirements of the Cemetery operation.

Discussion

Two bids were received.

| | |
|--|-------------|
| Buffalo Outdoor Power of Kearney, Nebraska | \$22,950.00 |
| Midwest MotorSports, LLC of Geneva, Nebraska | \$23,814.00 |

Staff recommends the low bid from Buffalo Outdoor Power. The bid provides for six (6) new 36" riding mowers in the about of \$3,825 each. The total price of the bid is \$22,950.00.

Funds were budgeted this year for this purchase in capital account 10044405-85615.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the purchase of six (6) new 36" cut mowers.

Sample Motion

Move to approve the purchase of six (6) new 36" cut mowers from Buffalo Outdoor Power of Kearney, Nebraska for a total purchase price of \$22,950.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 3, 2017 at 2:00 p.m.
FOR: (6) 36" Cut Mowers
DEPARTMENT: Parks & Recreation
ESTIMATE: \$24,810.00
FUND/ACCOUNT: 10044405-85615
PUBLICATION DATE: September 22, 2017
NO. POTENTIAL BIDDERS: 3

SUMMARY

| | | |
|--------------------|---|---|
| Bidder: | <u>Buffalo Outdoor Power</u> Kearney, NE | <u>Midwest MotorSports, LLC</u> Geneva, NE |
| Exceptions: | None | None |
| Bid Price: | \$22,950.00 | \$23,814.00 |

cc: Todd McCoy, Parks & Recreation Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.
Rena Jimenez, Finance Director
Mark Sands, Cemetery Superintendent

P2005

RESOLUTION 2017-284

WHEREAS, the City of Grand Island invited sealed bids for Six (6) New 36" Cut Mowers, Scag Liberty Z Model #SZL36-18FR with Hurricane Mulch Kit Installed for the Grand Island Cemetery, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on October 3, 2017, two (2) bids were received, opened and reviewed; and

WHEREAS, Buffalo Outdoor Power from Kearney, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$22,950.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Buffalo Outdoor Power from Kearney, Nebraska in the amount of \$22,950.00 for Six (6) New 36" Cut Mowers, Scag Liberty Z Model #SZL36-18FR with Hurricane Mulch Kit Installed for the Grand Island Cemetery is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-21

**#2017-285 - Approving Authorization to Seek Federal Assistance
from the Land and Water Conservation Fund Program**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 10, 2017

Subject: Authorization to Seek Federal Assistance from the Land and Water Conservation Fund Program

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

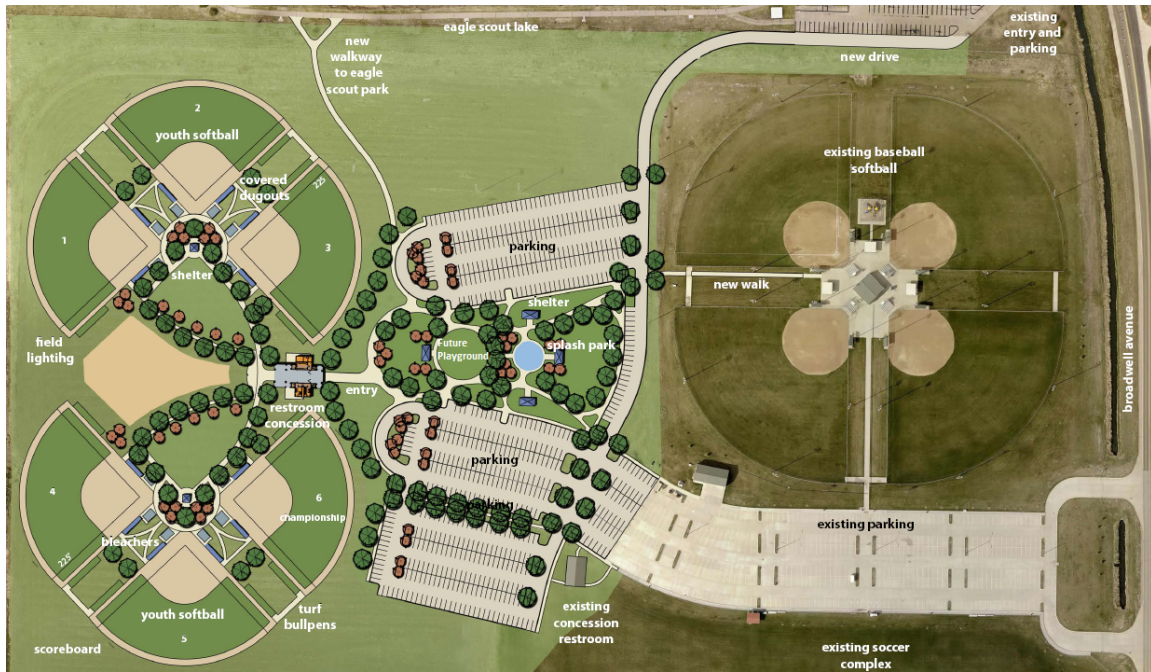
On April 11, 2017 City Council approved a contract with Olsson Associates to design the expansion of the Veterans Sports Complex utilizing Food and Beverage tax funds.

The expansion is planned to add six additional ball fields, picnic areas, additional green space, and the City of Grand Island's very first splash pad. The objective of this expansion is to provide a high-quality facility for the residents of Grand Island, but also to pull in visitors from across the state of Nebraska, by greatly expanding Grand Island's capacity for hosting baseball and softball tournaments. This project will have vast and important impacts on Grand Island's quality of life, recreation opportunities, and visitor revenue.

Discussion

The City of Grand Island Parks and Recreation Department proposes to apply for federal assistance from the Land and Water Conservation Fund program. The application will be requesting \$150,000 of funding toward the proposed expansion of the Veteran's Sports Complex. The grant is due October 13, 2017.

Funding from Land and Water funds requires a 1:1 match. Matching dollars are anticipated from the Food and Beverage tax funding. The City will specifically ask that the grant help with park amenities such as picnic shelters, landscaping, and playground equipment.



Alternatives

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

1. Move to approve the grant application
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 approves the resolution to authorize the Mayor to sign all related documents as it relates to funding assistance to the Land and Water Conservation Fund Program for the expansion of the Veterans Sports Complex.

Sample Motion

Move to approve the resolution to authorize the Mayor to sign all related documents as it relates to funding assistance from the Land and Water Conservation Fund Program for the expansion of the Veterans Sports Complex.

RESOLUTION 2017-285

WHEREAS, the City of Grand Island, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund Program for park amenities such as playground equipment and picnic shelters; and

WHEREAS, the Mayor is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service; and

WHEREAS, the City of Grand Island Nebraska will, within thirty (30) days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff; and

WHEREAS, the City of Grand Island, Nebraska has budgeted or currently has available its 50 percent match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission; and

WHEREAS, such project will be funded through the Food and Beverage Tax; and

WHEREAS, the City of Grand, Nebraska has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner; and

WHEREAS, the City of Grand Island, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17; and

WHEREAS, no property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use and, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location; and

WHEREAS, the City of Grand, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended; and

WHEREAS, the City of Grand Island, Nebraska agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

| | |
|---------------------|--|
| Approved as to Form | <input type="checkbox"/> |
| December 14, 2017 | <input type="checkbox"/> City Attorney |

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-22

#2017-286 - Approving Emergency Declaration for PGS Turbine Repairs

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 10, 2017

Subject: Emergency Declaration for Platte Generating Station
Turbine Repairs

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

Background

A major inspection and overhaul of the turbine generator at Platte Generating Station is performed every five years. During this inspection, the turbine generator is completely disassembled and all components are cleaned, inspected, repaired, or replaced as necessary.

On May 23, 2017 Council approved the contract for the Turbine Generator overhaul to Reliable Turbine Services for \$892,891.00 which included time and material rates for additional work.

The turbine generator is currently disassembled and contractors have identified several components in need of repair which could not have been identified until the unit was disassembled. The cost of the additional repairs is estimated at \$1,000,000.00, and would extend the current outage an additional two weeks.

City Procurement Code requires that purchases over \$40,000.00 for the electric utility be formally advertised for bid, and a contract be approved by Council. The Procurement Code also allows Council to issue a declaration of emergency and authorize emergency procurement based on the most competitive method that the situation allows.

Discussion

Under normal procurement procedures, the soonest that a bid award could be completed is at the November 14, 2017 meeting, with a repair completion date sometime in December, resulting in the unavailability of generation capacity at Platte Generating Station during the peak demand season. Power to meet this demand would need to be purchased from the market or through the use of gas-fired generation at Burdick Station. It would also eliminate the potential for surplus power sales from Platte

Generating Station to the market. These costs would impact customers financially through an increase of the Power Cost Adjustment.

The engineering staff at Platte Generating Station, along with their third-party technical field advisor, has evaluated the recommended repairs and determined which repairs are needed at this time to continue the safe and reliable operation of the turbine generator. It is recommendation by the Department that a declaration of emergency procurement be authorized, and Reliable Turbine Services proceed with the repairs through a contract change order. Repair costs would be based on the rates provided in the contract and monitored by plant management staff. It is projected that the repairs could be completed and the plant operational by November 6, 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 authorize the declaration of emergency procurement for Emergency Repairs to the Platte Generating Station Turbine.

Sample Motion

Move to approve authorize the declaration of emergency procurement for Emergency Repairs to the Platte Generating Station Turbine.

RESOLUTION 2017-286

WHEREAS, a major inspection and overhaul of the turbine generator at Platte Generating Station is performed every five years and during this inspection the generator is completely disassembled and all components are cleaned, inspected, repaired, or replaced as necessary; and

WHEREAS, at the May 23, 2017 meeting, Council approved the contract for the Turbine Generator overhaul to Reliable Turbine Services for the fall outage in the amount of \$892,891.00; and

WHEREAS, during this inspection, it was discovered that several components need repair which could not have been identified until the unit was disassembled and the cost of the additional repairs is estimated at \$1,000,000.00 and would extend the current outage an additional two weeks; and

WHEREAS, the City's Procurement Code allows Council to issue a declaration of emergency and authorize emergency procurement based on the most competitive method that the situation allows.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a declaration of emergency procurement for Emergency Repairs to the Platte Generating Station Turbine is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-23

**#2017-287 – Approving Purchase of 3/4 Ton Dodge Truck from
State Contract for the Fire Department**

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt

Meeting: October 10, 2017

Subject: Purchase of a new Dodge Ram 2500

Presenter(s): Fire Division Chief Tim Hiemer

Background

The Fire Department attempts to maintain its fleet of vehicles to insure as long of service life as possible. The Fire Department also subscribes to a fleet replacement program that uses a lifecycle cost analysis and recommends the replacement of a vehicle once the total maintenance cost has reached 100% of the current value of the vehicle. At this point the cost of ownership would be more than what the vehicle is worth. The current 2003 Ford F150 has reached this point and due to continued maintenance issues, should be replaced.

Discussion

The vehicle the Grand Island Fire Department would like to purchase is a Dodge Ram 2500 equipped with a snow plow. This vehicle will replace a current staff vehicle and also add to the ability of the department to provide timely emergency response during major snow events. The Fire Department currently has one vehicle, a 2000 ¾ ton Chevy Suburban, which is used primarily for plowing snow and towing trailers. Current practice is to staff that vehicle with one person during major snow events in order to plow the streets in front of emergency response vehicles. However, due to an increase in call volume over the years it has now become evident that during major snow events, two vehicles are needed to ensure timely emergency response. Fire Administration requested \$38,000 in the FY 2017-18 budget for the purchase of this vehicle. A Dodge Ram 2500 with a factory installed snow plow was found using state bid. The purchase price is \$35,804 and the vehicle is available through Gene Steffy Chrysler, Jeep, Dodge Ram from Fremont, Nebraska.

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 a Dodge Ram 2500 for the Grand Island Fire Department at the cost of \$35,804 from State bid.

Sample Motion

Move to approve the purchase of a Dodge Ram 2500 with snow plow for the Grand Island Fire Department at the cost of \$35,804 utilizing State bid through Gene Steffy Chrysler, Jeep, Dodge Ram from Fremont, Nebraska.

RESOLUTION 2017-287

WHEREAS, the Grand Island Fire Department currently has a 2003 Ford F150 in the fleet; and

WHEREAS, the truck has electrical issues and over 100,000 miles, reliability and safety are in question; and

WHEREAS, replacing the truck will decrease the maintenance cost, and provide another vehicle capable of plowing snow for emergency response.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the purchase of a Dodge Ram 2500 with snow plow for \$35,804 utilizing State bid through Gene Steffy Chrysler, Jeep, Dodge Ram of Fremont, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| December 14, 2017 | ▣ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item I-1

#2017-288 - Consideration of a Bill of Sale and Assignment of Rights for the Transfer of the Kaneko Sculptures to the City of Grand Island

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: October 10, 2017

Subject: Acceptance of Kaneko Sculptures

Presenter(s): Jerry Janulewicz, City Attorney

Background

Grow Grand Island, Inc., a Nebraska nonprofit corporation, Grow Grand Island Arts & Humanities Committee, and the Grand Island Community Foundation, hereinafter jointly referred to as the “Donors”, collaborated to provide funding for and purchase of two ceramic sculptures created by artist Jun Kaneko to be donated to the City of Grand Island. The sculptures are installed at Railside Plaza in downtown Grand Island. In addition to the gift and assignment of license rights, the Grand Island Community Foundation holds \$10,000 in an encumbered account to be utilized to pay the City’s property insurance deductible if the sculptures are damaged.

Discussion

In addition to the donation of the physical sculptures donors obtained assignment of certain of the artist’s rights and waiver of rights under the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A, a United States law granting certain rights to artists. The donation of the sculptures is accompanied by an assignment of license rights under VARA.

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 adopt the resolution accepting the gift of the sculptures and the assignment of license.

Sample Motion

Move to approve ratify and approve the resolution accepting the gift of the Kaneko sculptures and assignment of license.

DECLARATION OF GIFT AND ASSIGNMENT

GRAND ISLAND COMMUNITY FOUNDATION, INC., a Nebraska nonprofit corporation, and GROW GRAND ISLAND ARTS & HUMANITIES COMMITTEE, hereinafter jointly referred to as the "DONORS", do hereby give, grant, and transfer to the CITY OF GRAND ISLAND, NEBRASKA, hereinafter referred to as "CITY," all DONORS' right, title, and interest in and to two ceramic sculptures created by artist Jun Kaneko as set forth and depicted in the License Agreement dated August 24, 2017, by and among Jun Kaneko Studio, L.L.C., Jun Kaneko, and GROW GRAND ISLAND ARTS & HUMANITIES COMMITTEE, attached hereto and marked "Exhibit A".

Further, DONORS do hereby assign and transfer to CITY all DONORS' right, title, and interest in and to the License Agreement dated August 24, 2017, by and among Jun Kaneko Studio, L.L.C., Jun Kaneko, and GROW GRAND ISLAND ARTS & HUMANITIES COMMITTEE.

Date: _____, 2017

GROW GRAND ISLAND ARTS & HUMANITIES COMMITTEE

By: _____

Tammy Morris, Chair

GRAND ISLAND COMMUNITY FOUNDATION

By: _____

Melissa DeLaet, CEO

Accepted by the CITY OF GRAND ISLAND, NEBRASKA

Date: _____, 2017

By: _____ Jeremy L. Jensen

[attest]

_____ RaNae Edwards, City Clerk

LICENSE AGREEMENT

This License Agreement dated as of August 24, 2017 (this "Agreement") is made between Jun Kaneko Studio, L.L.C. "ARTIST" and the Grow Grand Island Arts & Humanities Committee "PURCHASER".

Whereas, ARTIST was previously the sole and exclusive owner of, all rights, title and interest, including but not limited to all copyright, in and to two ceramic sculptures (hereinafter referred to as the "Work") and shown in the photograph attached hereto as Exhibit A.

Whereas, Mr. Jun Kaneko, an individual ("Jun Kaneko"), as the creator of the design embodied in the Work, holds certain rights relating to the Works pursuant to the Visual Artists Rights Act of 1990, 17 U.S.C. §106A, as the same may be amended from time to time ("VARA").

Whereas, PURCHASER previously acquired all of ARTIST's legal and equitable interest in and to the Work, other than the copyright which was not transferred by ARTIST, for the purpose of donating the work to the City of Grand Island ("City") pursuant to a separate agreement.

Whereas the PURCHASER and the City have requested (a) that ARTIST grant a license to the City, as donee and immediate transferee of the PURCHASER, to reproduce images of the Works and (b) a waiver from Jun Kaneko of certain rights under VARA.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby:

1. Original Work.

Each of ARTIST and Jun Kaneko hereby represents and warrants that the Work is original to Jun Kaneko and that the Work is unique, and will not infringe any copyright, trademark, trade dress rights, patent, right of privacy or right of publicity, contain any libelous or scandalous material, or infringe or violate any other right of any third party, including, but not limited to, other intellectual property or claims by third parties that the Work is proprietary to them. ARTIST further represents and warrants that, as of the date the Work was sold to PURCHASER, the ARTIST was the sole and exclusive owner of all right, title and interest, including but not limited to all copyright, in and to the Work, and no other person or entity, other than Jun Kaneko as the creator of the design embodied in the Work, has any rights (as an owner, licensee or otherwise) in or to the Work and that, other than copyright, the ARTIST has transferred all right, title and interest in and to the Work to the PURCHASER. ARTIST hereby further represents and warrants that, as of the date the Work was sold to PURCHASER, ARTIST had clear, unencumbered title to the Work including the material and medium constituting the Work. The terms and provisions of this Section shall survive the expiration or termination of this Agreement.

2. Reservation, Waiver and Transfer of Rights in the Work.

- a. ARTIST reserves all copyright and reproductive rights in the Work, including the right to claim statutory copyright (the Copyright Act of 1976 and subsequent amendments) in the Work, except as such rights are limited by this Agreement. By execution hereto, Jun Kaneko

unconditionally waives all rights, claims and causes of action under VARA which could be asserted to (i) prevent the installation or subsequent removal of the Work or (ii) form the basis of a claim that (A) the installation or removal or relocation of the Work or (B) the alteration of the surroundings of the Artwork, including without limitation, the architecture, landscaping, fixtures or furniture, is a distortion, mutilation, modification, relocation, or destruction of the Artwork in whole or in part, whether intentional or unintentional or prejudicial to the honor or reputation of Artist. For the avoidance of doubt, the foregoing waiver does not modify or otherwise impair the right of Jun Kaneko to require attribution of the Work or, alternatively, require the removal of attribution following any of the actions identified in the immediately preceding sentence being taken by the City.

- b. The ARTIST hereby irrevocably grants, transfers, conveys, assigns and sets over to the PURCHASER and the City, as the immediate transferee thereof, a worldwide, perpetual, irrevocable, royalty-free, non-transferable, non-sublicensable, exclusive license to use, display, exhibit, prepare derivative works of, distribute copies of, photograph, video, and otherwise reproduce two-dimensional images of the Work which, absent the prior approval of the Artist (which shall not be unreasonably withheld), shall be solely on a non-commercial basis, for educational purposes or for the purpose of promoting the City of Grand Island only. Notwithstanding the foregoing, the license does not restrict the Artist from producing, marketing, selling or otherwise transferring works substantially similar to the Work for installation and display elsewhere, granting rights similar to those granted herein to such other works or using images of the Work (including the Work as installed by the City) in ARTIST'S printed and electronic media promotional materials.
- c. ARTIST further agrees to execute and deliver at the request of the PURCHASER any and all other papers, instruments and assignments and to perform any other reasonable acts the PURCHASER may require in order to vest all of ARTIST's rights, title and interest in and to the Work in the PURCHASER (i) as are deemed necessary by PURCHASER or by the governmental agencies having jurisdiction over said Work to effect the transfer to PURCHASER, its successors and assigns of all of ARTIST's right, title and interest in and to the Work, (ii) for maintaining and perfecting the PURCHASER's rights to the Work, and (iii) as may be or become necessary for obtaining, maintaining or protecting said Work.

3. Assignment.

ARTIST acknowledges that PURCHASER intends to donate and transfer ownership of the Work and the license granted herein, on an exclusive basis, to the City and by execution hereof consents to such transfer to the City. The City shall be a third-party beneficiary of this Agreement.

4. Effect; Counterparts.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement expresses the entire final understanding of the parties hereto with reference to the subject matter hereof and may neither be altered nor modified except by a writing duly signed by the parties hereto. This Agreement may be executed in counterparts and by facsimile or pdf or similar electronic signature with the same force and effect as if all original signatures were set forth in a single document.

The ARTIST, PURCHASER and JUN KANEKO have caused this License Agreement to be executed all as of the day and year first written above.

ARTIST:

Jun Kaneko Studio, L.L.C.

PURCHASER:

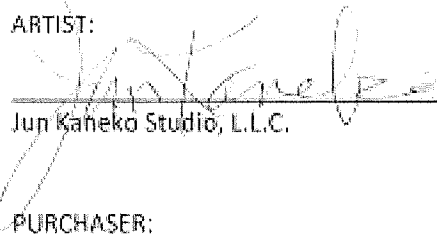
Tammy Morris, Chair
Grow Grand Island Arts & Humanities Committee

For Purposes and to the Extent in Sections 1 and 2

JUN KANEKO:

The ARTIST, PURCHASER and JUN KANEKO have caused this License Agreement to be executed all as of the day and year first written above.

ARTIST:



Jun Kaneko Studio, L.L.C.

PURCHASER:

Tammy Morris, Chair
Grow Grand Island Arts & Humanities Committee

For Purposes and to the Extent in Sections 1 and 2

JUN KANEKO:

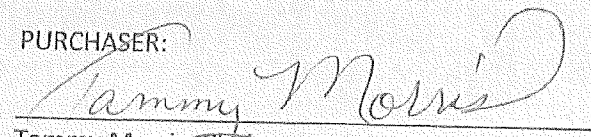


The ARTIST, PURCHASER and JUN KANEKO have caused this License Agreement to be executed all as of the day and year first written above.

ARTIST:

Jun Kaneko Studio, L.L.C.

PURCHASER:



Tammy Morris, Chair
Grow Grand Island Arts & Humanities Committee

For Purposes and to the Extent in Sections 1 and 2
JUN KANEKO:

EXHIBIT A



RESOLUTION 2017-288

WHEREAS, Grow Grand Island, Inc., a Nebraska nonprofit corporation, Grow Grand Island Arts & Humanities Committee, and the Grand Island Community Foundation, hereinafter jointly referred to as the “Donors”, collaborated to provide funding for and purchase of two ceramic sculptures created by artist Jun Kaneko to be donated to the City of Grand Island; and

WHEREAS, said sculptures are installed at Railside Plaza in the City of Grand Island; and

WHEREAS, Donors desire to give, grant, and convey said sculptures to the City of Grand Island and to assign to the City of Grand Island the Donors’ license rights in and to said sculptures; and

WHEREAS, The City of Grand Island desires to accept the donation of the sculptures and assignment of license rights; and

WHEREAS, by adoption of this Resolution, the City of Grand Island hereby expresses its appreciation for Donors’ gift and donation to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Donors’ gift of two ceramic sculptures created by artist Jun Kaneko to the City of Grand Island and the assignment of license rights pertaining thereto should be and the same hereby are accepted in the name of and on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item I-2

#2017-289 - Consideration of Change Order No. 1 with CMBA Architects for the EM/911 Building

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Director of Emergency Management

Meeting: October 10, 2017

Subject: Approving Change Order to Design & Build Contract for Change of Location

Presenter(s): Jon Rosenlund, Director of Emergency Management

Background

The City Council awarded the bid for Design and Build of an Emergency Management and 911 Communications Center (EM911) with CMBA Architects in October 2016.

In June 2017, the bids received for the construction of the EM911 Center exceeded the budget and were rejected. As a result, certain design changes and a location change are proposed by the Emergency Management Department, Fire Department and City Administrator. These proposed changes are intended to keep the building under budget, but to also capitalize on a location change to improved security of the facility. These changes require this Change Order with CMBA for the Design and Building of this facility.

Discussion

In October 2016, the City Council approved by Resolution 2016-255 a Design and Build contract for \$250,000.00 with CMBA Architects to design and manage the construction of an Emergency Management and 911 Communications facility located at Fonner Park Road adjacent to the Fire Station #1. Intended to also serve as a joint training facility for the Fire Department, the building offered expanded office and classroom space for that secondary function.

In June 2017, a request for proposals to construct the facility resulted in bids that exceeded the budget and were rejected. As a result, the building's size, design and infrastructure have been modified to meet the budgetary constraints yet still meet its primary function as an Emergency Operations and 911 Center. However, in consequence of these design changes, the facility can no longer meet the secondary function of Fire Department training site and its co-location with Fire Station #1 no longer provided the Fire Department the capabilities it needs as it improves its training capacity at that location.

At this same time, the City Administrator was in contact with owners of undeveloped land on the Southwest corner of 13th Street and North Road for the purchase of this land for the purpose of constructing the EM911 structure at that location. This 3.6 acres would also be ideal for the relocation of Fire Station #4, which is being considered under a different agreement. That agreement would have Menard's paying for the 3.6 acres and building a new fire station in exchange for the current Fire Station #4 and land. The proposed location is easily serviced by City Utilities, can easily connect to the City Network at the nearby node location, is further from natural and manmade hazards, and is not as bound by other City or public facilities in the area.

Therefore, the Department, working with the Fire Department and City Administrator, have identified 13th Street and North Road as their preferred location for the EM911 facility which will allow for greater geo-diversity from the current City Hall 911 location, further distance from natural and other hazards, and less interruption of Fire Department development of its training facilities at Fonner Park Road. This proposal was provided to the joint City and County Interlocal Committee for Emergency Management for their input and reaction. They approved this move and recommended it to the entire Council.

With the location change, certain changes are required to the original CMBA Design and Build contract signed in October 2017 to accommodate the site change. This change order contract is attached and the increase is \$25,500.00.

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 of \$25,500.00.

Sample Motion

Move to approve the Change Order with CMBA.

AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 001

TO: CITY OF GRAND ISLAND
100 E. FIRST ST., P.O. BOX 1968
GRAND ISLAND, NE 68802
(Owner or Owner's Representative)

In accordance with the Agreement dated: SEPTEMBER 22, 2016

BETWEEN the Owner:
(Name and address)

CITY OF GRAND ISLAND
100 E. FIRST ST., P.O. BOX 1968
GRAND ISLAND, NE 68802

and the Architect:
(Name and address)

CANNON MOSS BRYGGER & ASSOCIATES, P.C.
208 N. PINE ST., SUITE 301
GRAND ISLAND, NE 68801

for the Project:

(Name and address)

CITY OF GRAND ISLAND
EMERGENCY 911/OPERATIONS CENTER
GRAND ISLAND, NEBRASKA

Authorization is requested

- ☒ to proceed with Additional Services.
- ☒ to incur additional Reimbursable Expenses.

As follows:

Additional compensation requested relating to the change in project site location

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

CMBA Architects - Lump Sum Fee of \$3,800 for coordination/meetings, revising specifications in regards to siting
Morrissey Engineering - Lump Sum Fee of \$5,500, plus reimbursables (per attached Scope)
Olsson Associates - Lump Sum Fee of \$16,200, (per attached Scope)

Total Additional Services Lump Sum Fee: \$25,500.00

Time:

TBD

SUBMITTED BY:


(Signature)

James R. Brisnehan, AIA, Principal/Architect

(Printed name and title)

9/26/2017

(Date)

AGREED TO:

(Signature)

(Printed name and title)

(Date)

Proposal for Professional Engineering Services

2017-09-25

Client:

Cannon Moss Brygger Architects
208 N Pine Street #301
Grand Island, NE
Attn: Jim Brisnehan

Project name:

Grand Island / Hall County
Emergency Operations and 911 Center

Project No.: 16398

Project description:

- Site Adapt of Designed Emergency Operations and 911 Center

Scope of services (Basic):

- Site adapt of currently design Emergency Operations and 911 Center
 - Scope of work assumes no floor plan changes to currently designed facility.
 - Scope of work assumes no structural framing changes affecting MEPT design.
 - Scope of work assumes building orientation is the same as the currently designed facility.
 - Scope of work assumes no MEPT system changes to currently designed facility unless outlined below.
 - Scope of work assumes grade mounted equipment remains as currently designed
- Coordination of mechanical utilities including gas (verification of available pressure), domestic water (verification of available water pressure), fire water (verification of available water pressure), sanitary sewer, storm sewer from interior out to 5' from building outside wall the utility connection point
 - Modification of drawings to accommodate new utility connection points
- Coordination of electrical utilities including electrical service, telecommunications pathways, from interior out to the utility connection point
 - Modification of drawings to accommodate new utility connection points.
- Modification of drawings to include design of new electrical service.
 - Previous design required electrical service connection to adjacent fire station.
 - New design is single electrical service for stand-alone facility.
- Modification of drawings to redesign site lighting and photometric calculations to accommodate revised parking/paving.

Deliverable Content:

Our documents will be prepared using industry standards and MEI standards for drawings and specifications. Current versions of AutoCAD or Revit are typical.

4940 North 118th Street
Omaha, NE 68164
P: 402.491.4144
www.morrisseyengineering.com

Exclusions:

- Studies for life cycle cost analysis and energy usage
- Commissioning Services
- Redesign of HVAC, plumbing, fire protection systems
- Redesign of lighting, power, telecommunications systems
- Relocation and/or redesign of grade mounted equipment
- Multiple drawing packages or construction administration phases
- Energy modeling or utility cost estimating
- Record drawings

Fee basis:

- Lump sum fee – \$5500

Reimbursable expenses:

- Out of town travel
- Reproduction costs for drawings and specifications
- Delivery costs for bulk items such as plans, specifications, shop drawings in the form of postage, courier charges, etc.
- Minor reimbursable expenses including, minor printing, and correspondence postage.

Reimbursable expenses are in addition to the fees stated above. All itemized expenses are billed at cost.

Schedule:

- In conjunction with the Client

Terms and conditions:

Morrissey Engineering will perform the services outlined in this agreement for the stated fee basis.

Significant changes to the scope of services initiated by the Client or project Owner will constitute a claim for a reasonable and equitable fee adjustment. Fee adjustments will be billed on a negotiated lump sum or hourly basis per the rate schedule below.

Hourly rate schedule:

| | |
|----------------------------|----------|
| ▪ Principal | \$170.00 |
| ▪ Project Manager | \$140.00 |
| ▪ Senior Lighting Designer | \$140.00 |
| ▪ Low Voltage Specialist | \$130.00 |
| ▪ Commissioning Agent | \$130.00 |
| ▪ Engineer/Designer | \$120.00 |
| ▪ Technician | \$95.00 |
| ▪ Clerical | \$70.00 |

Invoices for Consultant service's shall be payable within 10 days after the Client is paid. Past due accounts will be subject to a monthly service charge of 1.0% on the then unpaid balance.

The Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any causes, shall not exceed the amount of the Consultant's fee.

Under no circumstances will either party be liable to the other for loss of profits, revenue, or for any special, consequential, indirect, punitive, or exemplary damages.

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If a required component of the Project is omitted by Consultant from construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. Client agrees that Consultant will not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

During the term of this Agreement and for one year after termination of this Agreement, both the Client and Morrissey Engineering agree that the parties will not, without prior written consent, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by the other Company.

The Consultant shall not be responsible for damages or costs resulting from hidden conditions in existing facilities.

The Client or Consultant may terminate this agreement upon advanced written notice should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, plus all reimbursable expenses.

The Client may not use documents produced by the Consultant under this agreement for any other endeavor without the expressed written consent of the Consultant.

If this proposal is satisfactory, please sign both copies and return one signed copy to our office.

Acceptance:

Consultant's signature:

Client's signature:

Title: _____

Title: _____

Date: _____

Date: _____

4940 North 118th Street
Omaha, NE 68164
P: 402.491.4144
www.morrisseyengineering.com

LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 13th, 2016 between CMBA ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 13th and North Road, Grand Island, Nebraska

Project Description: The project is for the site design / redesign of the proposed Emergency 911 Operations Center

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

1.0 CIVIL DESIGN SERVICES

\$16,200.00

- 1.1 Prepare site grading and drainage plan with storm sewer as necessary.
- 1.2 Prepare erosion control plan.
- 1.3 Prepare site paving plans with spot elevations, striping layout, and necessary paving details for all parking lots and access drives on site.
- 1.4 Prepare Water Service utility plan, submit to the city for review and approval.
- 1.5 Prepare Sanitary Main utility plan, with service to building, submit to the city for review and approval.
- 1.6 Prepare Water Main utility plan, for additional fire hydrant coverage, submit to the city for review and approval.
- 1.7 Coordinate with the City on drive and electrical locations.
- 1.8 Prepare Landscape plan per municipal standards, irrigation specification to be included on landscape plan

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

TEL 308.384.8750
FAX 308.384.8752

www.olssonassociates.com

Page 1 of 3

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Additional plan revisions beyond one revision at Owner's request and one revision to address City comments.
- Site Survey, Platting
- Construction Observation, Staking, or Testing.
- Geotechnical Investigation / Borings
- Project-related permitting outside of the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Sixteen Thousand Two Hundred Dollars (\$16,200). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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

TEL 308.384.8750
FAX 308.384.8752


www.olssonassociates.com

Page 2 of 3

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Matt Rief

By 
Brian Degen

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CMBA

By _____
Signature

Printed Name _____

Title _____

Dated: _____

G:\Grand Island\Admin\PROPOSAL\Cannon\911\Amendment 1.doc

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

TEL 308.384.8750
FAX 308.384.8752

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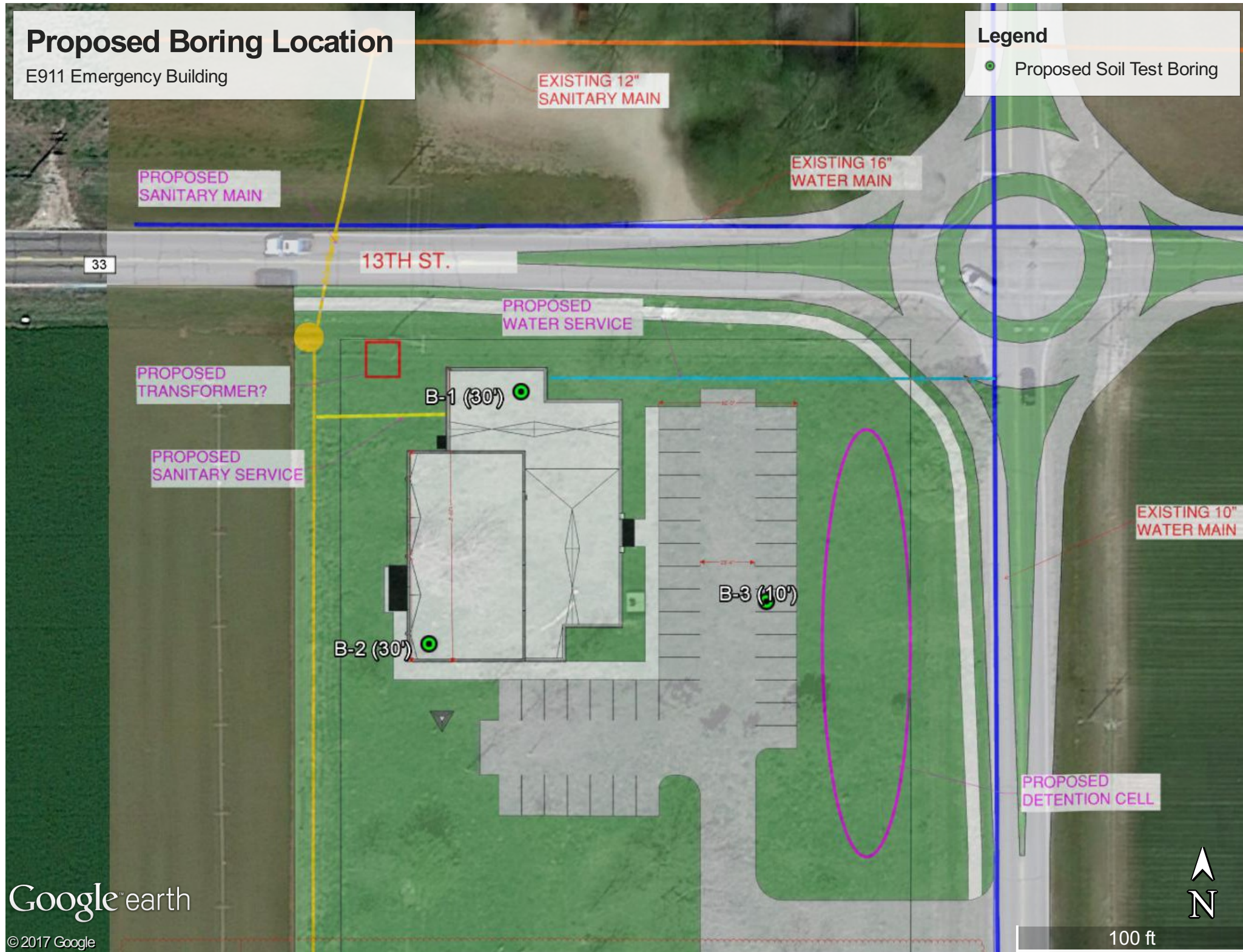
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Proposed Boring Location

E911 Emergency Building

Legend

- Proposed Soil Test Boring



Google earth

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RESOLUTION 2017-289

WHEREAS, on October 13, 2016, by Resolution 2017-, the City Council of the City of Grand Island previously approved the bid of CMBA of Grand Island, Nebraska for the Design and Build of an Emergency Management and 911 Facility; and

WHEREAS, the design and location of that structure has been altered to meet budgetary constraints and capitalize on a newly available and more appropriate location; and

WHEREAS, The CMBA has requested a change order to their original contract to accommodate the necessary design and engineering changes for this new location;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the site and design changes are beneficial to the City of Grand Island and its Departments and agree to the change order to the original Design and Build Contract with CMBA of Grand Island, Nebraska, totaling \$25,500.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 14, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of September 27, 2017 through October 10, 2017 for a total amount of \$2,023,711.24. A MOTION is in order.

Staff Contact: Renae Jimenez