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# City of Grand Island



**Tuesday, January 23, 2018**  
**Council Session Packet**

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**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**

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**7:00 PM**

**Council Chambers - City Hall**  
**100 East 1st Street, Grand Island, NE 68801**

### **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.

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**Invocation - Pastor Carl Eliason, Peace Lutheran Church, 1710 N. North Road**

**Pledge of Allegiance**

**Roll Call**

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### **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.

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### **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, January 23, 2018

Council Session

## Item E-1

**Public Hearing on Request from Lakes Venture, LLC dba Fresh Thyme Farmers Market, 3535 West 13th Street, Suite 113 for a Class “C” Liquor License**

*Council action will take place under Resolution item I-1.*

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** January 23, 2018

**Subject:** Public Hearing on Request from Lakes Venture, LLC dba Fresh Thyme Farmers Market, 3535 West 13<sup>th</sup> Street, Suite 113 for a Class “C” 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**

Lakes Venture, LLC dba Fresh Thyme Farmers Market, 3535 West 13<sup>th</sup> Street, Suite 113 has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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.



Also submitted was a request for Liquor Manager Designation for Richard Hodges, 405 N. 44<sup>th</sup> Street, Apt. #1118, Lincoln, Nebraska. Upon recommendation of the Police Department, staff recommends the City Council approve this request.

### **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 Lakes Venture, LLC dba Fresh Thyme Farmers Market, 3535 West 13<sup>th</sup> Street, Suite 113 for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Richard Hodges, 405 N. 44<sup>th</sup> Street, Apt. #1118, Lincoln, Nebraska contingent upon completion of a state alcohol server/seller training program.

01/17/18  
14:43

Grand Island Police Department  
LAW SUPPLEMENTAL NARRATIVE

450  
Page: 2

318

Grand Island Police Department  
Supplemental Report

Date, Time: Thu Jan 04 10:56:31 CST 2018  
Reporting Officer: Vitera  
Unit- CID

Fresh Thyme Farmers' Market is applying for a Class C (beer,wine,distilled spirits, on and off sale) LLC Retail Liquor License, and Richard Hodges is applying to become the liquor manager. Fresh Thyme Farmers' Market is listed as a grocery store that will be open from 7AM until 10 PM daily.

While perusing the application, I noticed that Fresh Thyme Farmers' Market has ninety liquor licenses in the Midwest with Omaha having three and Lincoln one. I also found that Fran Windsor is the only person listed on the application, and Fran has lived in Telluride, Colorado for the last fifteen years. Under the criminal conviction portion of the application, Fran disclosed one speeding ticket from Colorado.

I looked for Fran in Spillman and NCJIS and did not find an entry in either database. Fran does not have any outstanding arrest warrants (NCIC search).

Moving on to the manager portion of the application, I could not find an entry for Richard Hodges in Spillman, and the only applicable entry he had in NCJIS is his driver's license information. Richard stated that he has lived in Lincoln for at least the last ten years. He also listed in his employment history that he worked for Ideal Grocery and Market in Lincoln between 1981 and 2015.

Being busy with the homicide that occurred on New Year's Day, I asked NSP Investigator Joe Hansen to line up the interview and premise inspection with Fresh Thyme. Investigator Hansen sent me some text messages from Richard Hodges saying that he was too busy to come out to Grand Island.

I met with Investigator Hansen on 1/16/18 about this application. Investigator Hansen communicated with Richard Hodges who told Investigator Hansen that Fresh Thyme has hired a store director for Grand Island named Jennifer. He did not know Jennifer's last name but said that Jennifer is going to be the liquor manager. Richard also gave Investigator Hansen a phone number for Corky Anderson who is Fresh Thyme's director of operations for the Midwest region. I called Corky and left him a voicemail telling him that my report is due this Thursday, and the Grand Island Police Department could not recommend that the council approve the license at this time. I have not heard back from Corky yet.

In summary, with Richard Hodges listed as the liquor manager applicant, and Richard telling us that he is not going to be the liquor manager, the Grand Island Police Department can't recommend that the council approve the application until we know who the liquor manger is going to be. The new liquor manager will have to be part of a resubmitted application. Even if Corky calls back and says that Richard is going to be the liquor manager, Richard has said he is too busy to come to Grand Island, and Investigator Hansen and I haven't had a chance and won't have time to meet him or see the store before this report is due. The liquor license can't be approved since the applicant filed as an LLC which requires a liquor manager, and we don't have a liquor manager.

\*\*\*\*\*UPDATE\*\*\*\*\*



01/17/18  
14:43

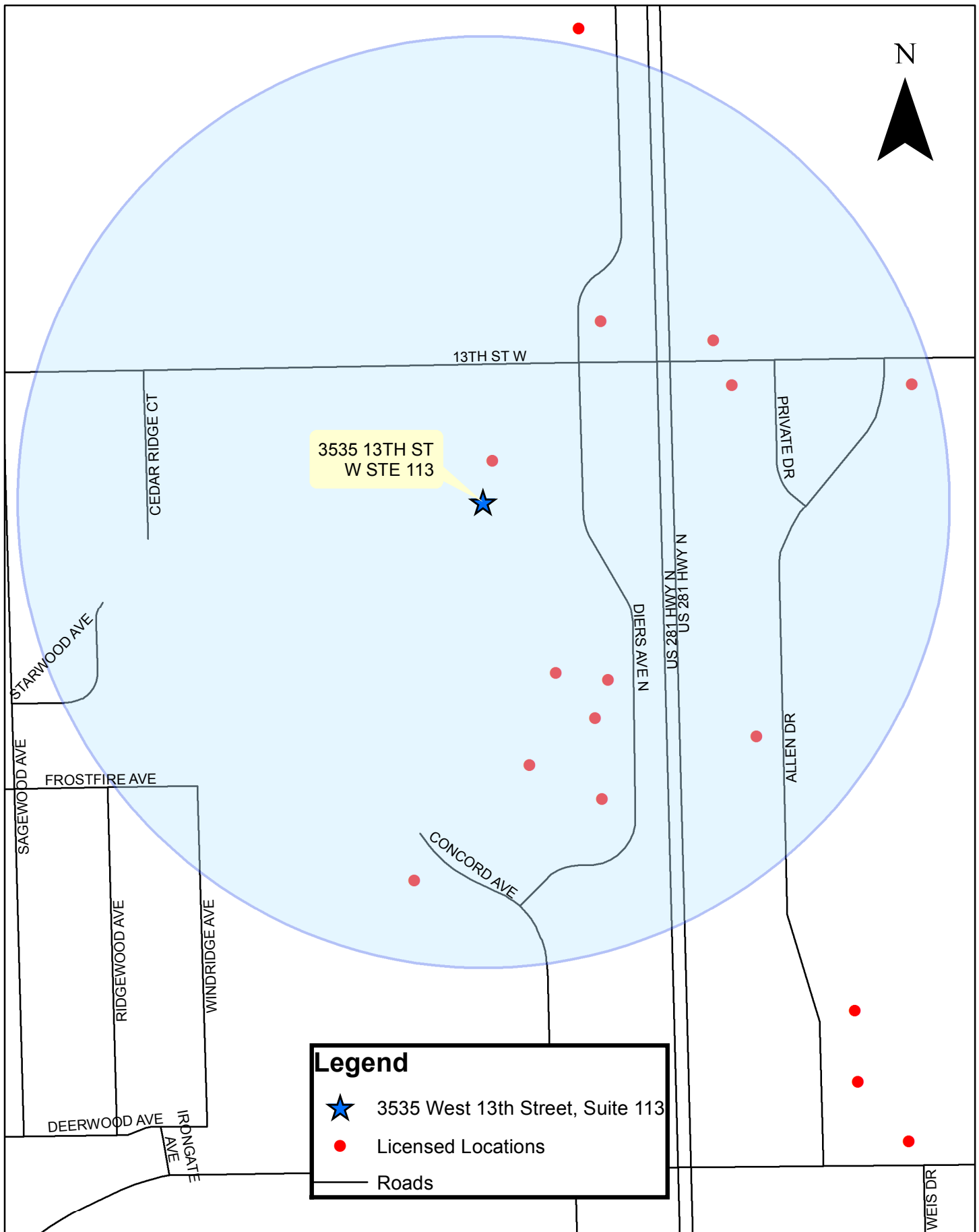
Grand Island Police Department  
LAW SUPPLEMENTAL NARRATIVE

450  
Page: 3

On 1/17/18, I received a call from Tim O'Neill who is the attorney listed as assisting with the application. Tim was very apologetic about some miscommunication and timing issues on their end. Tim said that Richard Hodges is initially going to be the liquor manager until Jennifer Lewis is ready and able to assume the position. When Jennifer is ready, Fresh Thyme will fill out a new manager application with Jennifer's information. I will also be meeting with Richard and Corky on 1/22/18 at Fresh Thyme Farmers' Market. I don't anticipate any problems surfacing during our meeting, but I will notify City Clerk RaNae Edwards if that occurs. Since we now have confirmation that Richard Hodges will be the manager at this time, and there are no issues with the liquor license application or Richard's portion of it (manager application), the Grand Island Police Department recommends that the council give local approval to the license.

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# Class "C" Liquor License Application: Fresh Thyme Farmers Market.





# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - South of Hwy. 30 and West of 4th Road (Merrick County) - Greving & Smith**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** January 23, 2018

**Subject:** Acquisition of Utility Easement – South of Hwy 30 and  
West of 4<sup>th</sup> Road – Greving and Smith

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Gregory J. Greving and Elizabeth J. Smith, located through a part of the Southeast Quarter (SE ¼) Section Twenty Eight (28), Township Twelve (12) North, Range Eight (8) West of the 6<sup>th</sup> P.M., Merrick County, Nebraska (just south of Highway 30 and west of 4<sup>th</sup> Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Grand Island Utilities Department's electrical service area extends several miles into Merrick County. The power lines along the easterly edge are over 50 years old and need to be rebuilt to current standards for capacity and configuration. At the time of the original construction, easements were not acquired. This easement will provide access, installation, operation and maintenance of the power lines in the area.

## **Alternatives**

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

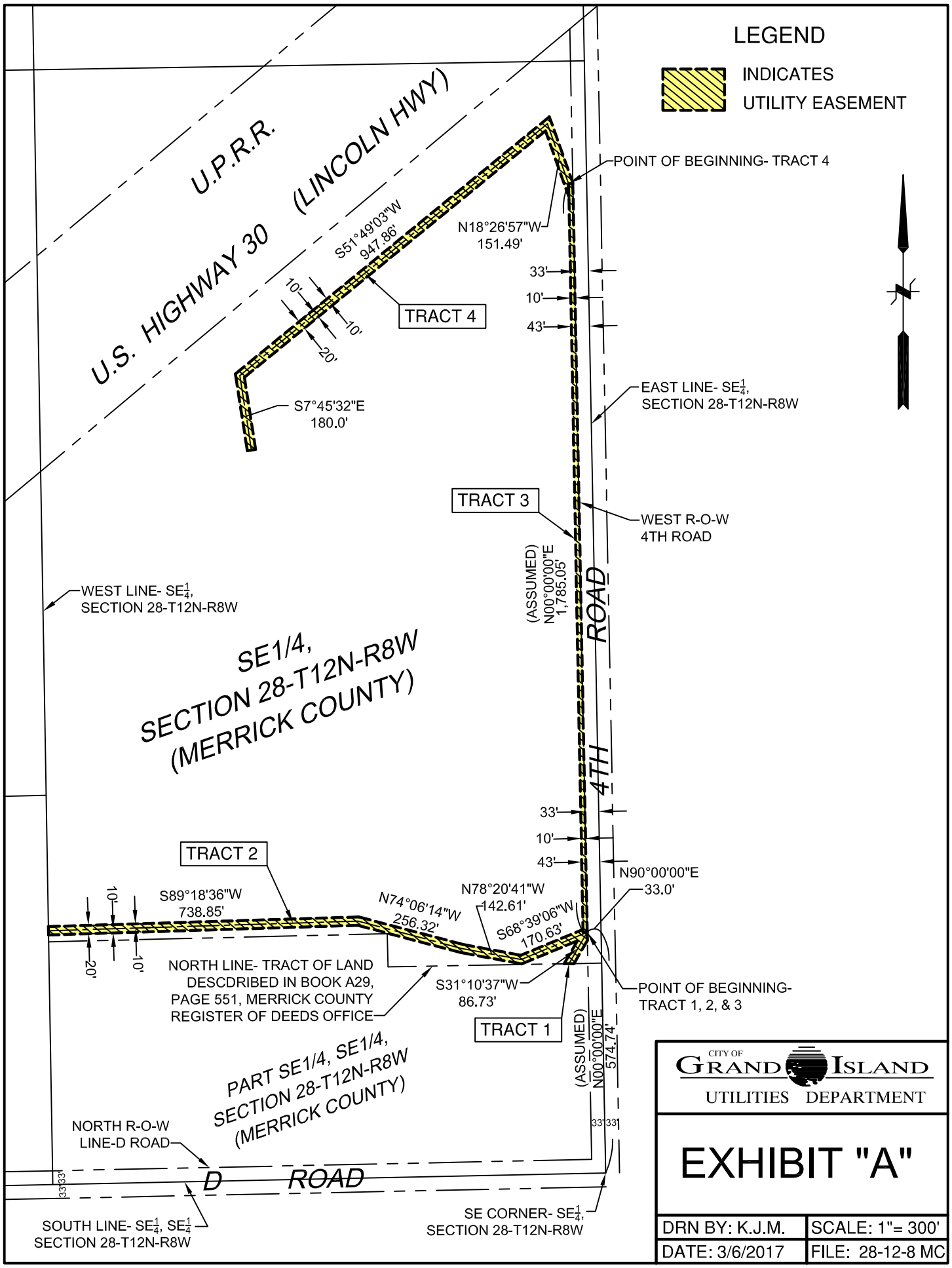
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve acquisition of the Utility Easement.



CITY OF

 GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1"= 300'

DATE: 3/6/2017

FILE: 28-12-8 MC





# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item F-1

**#9674 - Consideration of Partial Vacation of Utility Easement - Lot Six, Prairie Creek Meadows Subdivision (One R and Webb Roads)**

Staff Contact: Tim Luchsinger, Jerry Janulewicz

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
Jerome Janulewicz, City Attorney

**Meeting:** January 23, 2018

**Subject:** Ordinance #9674 - Vacation of Utility Easement Lot 6,  
Prairie Creek Meadows Subdivision

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

## **Background**

In 1970, the Utilities Department was granted an Assignment of Rights of Way by Nebraska Public Power district, formerly Consumer's Public Power District for property that included Lot 6 of the recently created Prairie Creek Meadow Subdivision at One-R and Webb Roads. This Assignment of Rights of Way was originally granted to Consumer's in 1927 and 1930 and the current property owner has requested that the Assignment be released.

## **Discussion**

This Assignment of Rights of Way for this property is no longer needed and easements serving the property were acquired by the Department at the October 24, 2017 Council meeting. Utilities and Legal staff have reviewed the request to release the assignment and vacate the easement on Lot 6, Prairie Creek Meadow Subdivision.

## **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 Ordinance #9674, and that the above described easement be vacated.

### **Sample Motion**

Move to approve Ordinance #9674 to vacate the utility easement and right-of-way in part Lot Six (6), Prairie Creek Meadows Subdivision, in the City of Grand Island, Hall County, Nebraska.

\*This Space Reserved for the Register of Deeds\*

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## ORDINANCE NO. 9674

An ordinance releasing in part an Assignment of Right of Way; to provide for recording; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, on July 24, 1970, Nebraska Public Power District, formerly named Consumer's Public Power District, a public corporation and political subdivision of the State of Nebraska, executed and granted an Assignment of Rights of Way to the City of Grand Island, Nebraska, a municipal corporation in Hall County, Nebraska ("City"), which was recorded on August 19, 1970 in Book 20 of Miscellaneous, Page 715 at the Hall County Register of Deeds (the "Assignment"); and

WHEREAS, on August 12, 2017, DMBG Investments, L.L.C., a Nebraska Limited Liability Company, executed and granted a Utility Easement to City, which was recorded on October 30, 2017, as Instrument No. 201707386 at the Hall County Register of Deeds (the "Utility Easement"); and

Approved as to Form ☐ \_\_\_\_\_  
January 19, 2018 ☐ City Attorney

ORDINANCE NO. 9674 (Cont.)

WHEREAS, as a result of the recording of the Utility Easement, the Assignment is no longer necessary to City upon the property legally described as Lot Six (6), Prairie Creek Meadows Subdivision, Hall County, Nebraska (the “Property”).

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

SECTION 1. City hereby releases the Assignment solely with respect to and upon the Property, retaining all other rights and interests granted by the Assignment.

SECTION 2. That this ordinance shall be presented to the Hall County Register of Deeds for recording.

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 as provided by law.

Enacted: January 23, 2018.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, January 23, 2018**

**Council Session**

## **Item G-1**

### **Approving Minutes of January 9, 2018 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 9, 2018

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 January 9, 2018. Notice of the meeting was given in *The Grand Island Independent* on January 3, 2018.

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, Chuck Haase, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmembers Jeremy Jones and Julie Hehnke were 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 Patrick Tum-Monge.

INVOCATION was given by Pastor Kelly Karges, Trinity United Methodist Church, 511 North Elm Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Amendment to the Redevelopment Plan for CRA Area No. 1 located at 209 West 3rd Street (Take Flight Investments, LLC). Regional Planning Director Chad Nabity reported that Take Flight Investments, LLC, owner of the building at 209 West 3<sup>rd</sup> Street had submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of this property for commercial and residential uses. Staff recommended approval. Amos Anson, 4234 Arizona Avenue spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Permanent Easements for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (Garner, Rowe, and Shafer & Hartmann Farms, LLC). Public Works Director John Collins reported that permanent easements for West Stolley Park Road and Engleman Road Sanitary Sewer Extension were needed to allow for the construction, operation, maintenance, extension, repair, replacement, and removal of material. 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:

#9672 - Consideration of Amendment to Chapter 22-151 and 22-153 of the Grand Island City Code Related to Motor Vehicle Fee

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 this ordinance 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.

City Attorney Jerry Janulewicz reported that Ordinance #9672 would amend the fee schedule from \$52.50 for commercial vehicles to \$22.50 for the motor vehicle fee due to the number of complaints received.

Motion by Donaldson, second by Stelk to approve Ordinance #9672.

City Clerk: Ordinance #9672 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 #9672 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 #9672 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-10 (Resolution #2018-9) was pulled for further discussion. Motion by Paulick, second by Stelk to approve the Consent Agenda excluding item G-10. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 19, 2107 City Council Regular Meeting.

#2018-1 - Approving Certificate of Final Completion with Van Kirk Brothers Contracting of Sutton, Nebraska and Setting the Board of Equalization Hearing for February 13, 2018 for Water Main District 470T - Hwy 2 from North Road East about 1/2 Mile with.

#2018-2 - Approving the Purchase of Power and Concentric Neutral Cable with Wesco Distribution, Inc. of Grand Island, Nebraska.

#2018-3 - Approving the Purchase of Distribution Transformers with ERMCO, Inc. c/o Cahoon Sales, Inc. of Iowa City, Iowa and Graybar Electric Company, Inc. of Omaha, Nebraska.

#2018-4 - Approving Authorization for Emergency Sanitary Sewer Repair at 1st Street and Elm Street with Myers Construction, Inc. of Broken Bow, Nebraska in an Amount of \$30,305.35.

#2018-5 - Approving the Certificate of Compliance with the Nebraska Department of Transportation for Maintenance Agreement No. 12; Calendar Year 2017.

#2018-6 - Approving Temporary Construction Easements for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (Garner, Rowe, and Shafer & Hartmann Farms, LLC).



#2018-7 - Approving Acquisition of Permanent Easement for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (Garner, Rowe, and Shafer & Hartmann Farms, LLC).

#2018-8 - Approving Proposal for Installation of New Heating and Air Conditioning Unit at Jackrabbit Run Golf Course Clubhouse with Jerry's Sheet Metal Heating and Cooling of Grand Island, Nebraska in an Amount of \$18,200.00.

#2018-9 - Approving Emergency Procurement of Fuel Oil for Burdick Station from Sapp Brothers of Grand Island, Nebraska in an Amount of \$141,776.19. Utilities Director Tim Luchsinger reported that normally natural gas prices were about \$3.00 to \$3.50 per unit, with prices going at about \$4.00 last week due to colder weather conditions across the country. They received notice from their gas supplier that gas prices would be \$100.00 through the New Year's weekend and at about \$80.00 afterwards due to record cold forecasts.

It was determined that it was imperative that fuel oil be available for use at Burdick for the New Year's weekend, therefore, plant staff was directed to immediately restore the Burdick fuel oil inventory to the necessary levels. The cost of this was \$141,776.19 for 61,911 gallons of fuel oil from Sapp Brothers, with pricing obtained by competitive quotes from local suppliers under the provisions of city code section 27-13, Emergency Procurements, in order to protect the welfare of the public by supporting area power requirements and minimizing financial impact.

Discussion was held regarding the process of emergency procurement. Mr. Luchsinger answered questions concerning the steam unit at Burdick scheduled for retirement.

Motion by Nickerson, second by Fitzke to approve Resolution #2018-9. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2018-10 - Consideration of Amendment to the Redevelopment Plan for CRA Area No. 1 located at 209 West 3rd Street (Take Flight Investments, LLC). This item was related to the aforementioned Public Hearing. Discussion was held regarding the number of years for a TIF project and off street parking in the downtown area. Mentioned was the lack of owner equity in this project. Regional Planning Director Chad Nabity explained the financials for this project

Motion by Minton, second by Nickerson to approve Resolution #2018-10. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Stelk, and Nickerson voted aye. Councilmembers Paulick and Haase voted no. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Minton, second by to approve the payment of claims for the period of December 20, 2017 through January 9, 2018 for a total amount of \$3,845,828.82. Upon roll call vote, Councilmembers, Minton, Steele, Fitzke, Donaldson, Haase, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Councilmember Haase voted no on page 40 of the schedule of bills for volunteer expenses in the amount of \$4,376.00. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:31 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-2

### **Approving Appointment of Andy Gdowski to the Downtown Business Improvement 2013 Board**

*Mayor Jensen has submitted the appointment of Andy Gdowski to the Downtown Business Improvement 2013 Board to replace Craig Hand who resigned. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2018.*

Staff Contact: Mayor Jeremy Jensen



# **City of Grand Island**

**Tuesday, January 23, 2018**

**Council Session**

## **Item G-3**

**Approving Request for Liquor Manager Designation for Laura  
Hodgin, 2806 Lamar Avenue for Buffalo Wild Wings #313, 809  
Allen Drive**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** January 23, 2018

**Subject:** Request from Laura Hodgin, 2806 Lamar Avenue for Liquor Manager Designation with Buffalo Wild Wings #313, 809 Allen Drive

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

## **Background**

Laura Hodgin, 2806 Lamar Avenue has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Buffalo Wild Wings #313, 809 Allen Drive.

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

## **Discussion**

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Ms. Hodgin has completed a state approved alcohol server/seller training program. Staff recommends approval.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the request from Laura Hodgin, 2806 Lamar Avenue for Liquor Manager Designation in conjunction with the Class "I-092285" Liquor License for Buffalo Wild Wings, 809 Allen Drive.

01/12/18  
15:42

Grand Island Police Department  
LAW INCIDENT TABLE

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Page: 1

City : Grand Island  
Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
When reported : 15:45:46 01/09/2018  
Date disposition declared : 01/10/2018  
Incident number : L18010669  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor Lic Inv  
Incident address : 809 ALLEN DR  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller : RaNae Edwards  
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 : ACT Active  
Misc. number : RaNae  
Geobase address ID : 32512  
Long-term call ID :  
Clearance Code : CL CL Case Closed  
Judicial Status :  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	225532	01/12/18	Hodgin, Laura F	Liquor Manager
NM	161879	01/09/18	Buffalo Wild Wings Grill & Bar	Business Involved

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	LT21 Restaurant	

LAW INCIDENT NARRATIVE:



01/12/18  
15:42

Grand Island Police Department  
LAW INCIDENT TABLE

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Liquor License Investigation

Grand Island Police Department

Date, Time: 01/09/2018  
Reporting Officer: Vitera  
Unit- CID

Laura Hodgin is applying to become the liquor manager at Buffalo Wild Wings.

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
---	-----	-----
1	Vitera D	14:13:14 01/10/2018



01/12/18  
15:42

Grand Island Police Department  
LAW INCIDENT TABLE

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Grand Island Police Department  
Supplemental Report

Date, Time: Wed Jan 10 14:13:23 CST 2018  
Reporting Officer: Vitera  
Unit- CID

Laura Hodgins is applying to become the liquor manager at Buffalo Wild Wings. While perusing the application, I noticed that Laura was born in Nebraska but did not disclose her residence for the last ten years, she did not list a spouse, and did not disclose any criminal convictions. Her listed work history shows that she worked at a Golden Corral and a Buffalo Wild Wings between 2010 and 2015, and each restaurant has an out of State area code.

I searched for Laura in Spillman and NCJIS. There was no record of her in Spillman, and the only record I could find in NCJIS was a driver's license which was issued on 12/14/17. It would appear that Laura hasn't lived in Nebraska for awhile until just recently. Laura's newly issued Nebraska driver's license is valid, and she does not have any outstanding warrants for her arrest.

I tried calling Laura on 1/10/18 on the home phone number provided on the application. I did not get an answer, and her voice mailbox had not been set up. I then called Buffalo Wild Wings and was able to leave a message for her to call me.

Laura called me on 1/11/18. The home phone number on the application was off by one number. I asked Laura if she filled out the application, and she said, "A lady from the home office in Minneapolis did." Laura said the lady asked her if she had ever been convicted of a felony, and Laura told her she hadn't. I asked Laura if she had been convicted of anything else. She advised that she was convicted of DUI in Minnesota in 2011, DUI in Ohio in 2016, and speeding in South Dakota in 2008. Laura said while the application was filled out for her, she had to sign it and had an opportunity to read through it. When she applied for employment with Buffalo Wild Wings, she disclosed her criminal history to them. She assumed that since they already had access to that information, they would include it on the application when they filled it out.

I asked Laura about where all she has lived within the last ten years. She advised that she lived in Aberdeen, South Dakota where she graduated from high school in 2009. She lived in Brookings, South Dakota where she went to college in 2009 and 2010. She lived in Mankato, Minnesota from 2010 until 2013 where she attended another college, and prior to moving to Grand Island around Thanksgiving of last year, she lived in Columbus, Ohio. Laura said she applied for the Buffalo Wild Wings job in Grand Island to get closer to home (South Dakota).

All in all, with Laura not living in Nebraska within the last ten years, it's difficult to get pertinent criminal justice information on her for the purposes of a liquor license investigation. I think Laura's incomplete application was an honest mistake and a miscommunication issue with her home office. She seemed very forthcoming with information over the phone. The criminal convictions she disclosed over the phone would not preclude her from becoming a liquor manager. The national criminal history check at the State level will catch any significant and relevant omissions. At this time, the Grand Island Police Department has no objection to Laura Hodgins becoming the liquor manager at Buffalo Wild Wings.



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-4

**#2018-11 - Approving Acquisition of Utility Easement - South of Hwy. 30 and West of 4th Road (Merrick County) - Greving & Smith**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

## RESOLUTION 2018-11

WHEREAS, a public utility easement is required by the City of Grand Island from Gregory J. Greving and Elizabeth J. Smith, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on January 23, 2018, for the purpose of discussing the proposed acquisition of utility easement located through a port of the Southeast Quarter (SE ¼) Section Twenty Eight (28), Township Twelve (12) North, Range Eight (8) West of the 6<sup>th</sup> P.M., Merrick County, Nebraska; and more particularly described as follows:

### TRACT 1.

A twenty (20.0) foot wide tract, the centerline being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE1/4), Section Twenty Eight (28), Township Twelve (12) North, Range Eight (8) West of the 6<sup>th</sup> P.M., Merrick County, Nebraska; thence northerly along the East line of said Southeast Quarter (SE1/4), on an assumed bearing of N0°00'00"E, a distance of five hundred seventy four and seventy four hundredths (574.74) feet; thence N90°00'00"E, a distance of thirty three (33.0) feet to a Point on the westerly right-of-way line of 4<sup>th</sup> Road, said point also being the ACTUAL Point of Beginning of TRACT 1; thence S31°10'37"W, a distance of eighty six and seventy three hundredths (86.73) feet to a point of termination on the North line of a tract of land described in Book A29, Page 551, Merrick County Register of Deeds Office. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

### TRACT 2.

A twenty (20.0) foot wide tract, the centerline being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE1/4), Section Twenty Eight (28), Township Twelve (12) North, Range Eight (8) West of the 6<sup>th</sup> P.M., Merrick County, Nebraska; thence northerly along the East line of said Southeast Quarter (SE1/4), on an assumed bearing of N0°00'00"E, a distance of five hundred seventy four and seventy four hundredths (574.74) feet; thence N90°00'00"E, a distance of thirty three (33.0) feet to a Point on the westerly right-of-way line of 4<sup>th</sup> Road, said point also being the ACTUAL Point of Beginning of TRACT 2; thence S68°39'06"W, a distance of one hundred seventy and sixty three hundredths (170.63) feet; thence N78°20'41"W, a distance of one hundred forty two and sixty one hundredths (142.61) feet; thence N74°06'14"W, a distance of two hundred fifty six and thirty two (256.32) feet; thence S89°18'36"W, a distance of

Approved as to Form	<input type="checkbox"/>	_____
January 19, 2018	<input type="checkbox"/>	City Attorney



seven hundred thirty eight and eighty five hundredths (738.85) feet to a point of termination on the West line of said Southeast Quarter (SE1/4). The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

TRACT 3.

A ten (10.0) foot wide tract, the easterly line being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE1/4), Section Twenty Eight (28), Township Twelve (12) North, Range Eight (8) West of the 6th P.M., Merrick County, Nebraska; thence northerly along the East line of said Southeast Quarter (SE1/4), on an assumed bearing of N0°00'00"E, a distance of five hundred seventy four and seventy four hundredths (574.74) feet; thence N90°00'00"E, a distance of thirty three (33.0) feet to a Point on the westerly right-of-way line of 4th Road, said point also being the ACTUAL Point of Beginning of TRACT 3; thence northerly along the westerly right-of-way of said 4th Road, a distance of one thousand seven hundred eighty five and five hundredths (1,785.05) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

TRACT 4.

A twenty (20.0) foot wide tract, the centerline being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE1/4), Section Twenty Eight (28), Township Twelve (12) North, Range Eight (8) West of the 6th P.M., Merrick County, Nebraska; thence northerly along the East line of said Southeast Quarter (SE1/4), on an assumed bearing of N0°00'00"E, a distance of five hundred seventy four and seventy four hundredths (574.74) feet; thence N90°00'00"E, a distance of forty three (43.0) feet; thence N0°00'00"E, ten (10.0) westerly and parallel with the West right-of-way line of 4th Road, a distance of one thousand seven hundred eighty five and five hundredths (1,785.05) feet to the ACTUAL Point of Beginning of TRACT 4; thence N18°26'57"W, a distance of one hundred fifty one and forty nine hundredths (151.49) feet; thence S51°49'03"W, a distance of nine hundred forty seven and eighty six hundredths (947.86) feet; thence S7°45'32"E, a distance of one hundred eighty (180.0) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing a combined total of 1.63 acres, more or less, as shown on the plat dated 3/6/2017, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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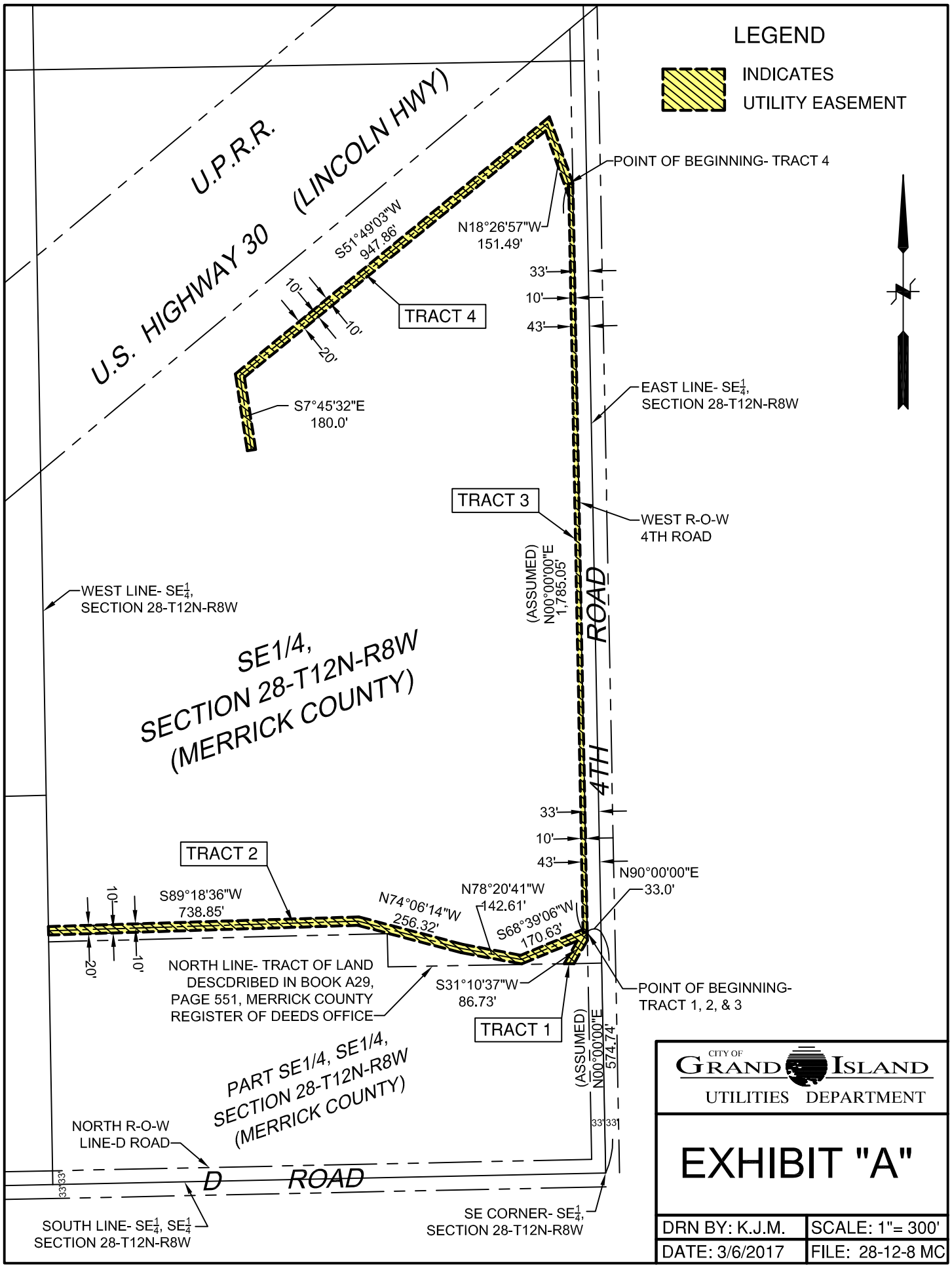
Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

- 3 -





# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-5

**#2018-12 - Approving Bid Award - Water Main District 471T -  
U.S. Highway 34**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** January 23, 2018

**Subject:** Water Main District 471T – U.S. Highway 34

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

## **Background**

Water Main District 471T was created to install a new City water main under and along the north side of Highway 34, east of the Locust Street intersection. The work was identified in the Utilities Department's Master Plan as the first phase of an expansion of the water system along the southeast part of the City. The district will be constructed as a connection fee (tap) district.

The district will install a new 32" diameter steel casing and a 20" diameter ductile iron water main under W. U. Highway 34. It will also install a new 8" diameter ductile iron water main by trenchless methods to supplement development in the area.

## **Discussion**

Bidding documents were advertised in accordance with City Procurement Codes. Four bids were received and publicly opened at 2:00 p.m. on January 11, 2018. One of the bids contained the wrong project data and is invalid. The remaining three valid bids have been reviewed, evaluated and are without errors. None of the bidders took exception to the contract documents.

Tabulated below are the Evaluated Bid Prices from each of the valid bidders:

Bidder	Bid Security	Exceptions	Evaluated Bid Price
Van Kirk Bros. Contracting Sutton, Nebraska	Universal Surety Company	None	\$141,755.80
Myers Construction, Inc. Broken Bow, Nebraska	Inland Insurance Company	None	\$155,506.00
Starostka Group Unlimited, Inc. Grand Island, Nebraska	Western Surety Company	None	\$149,504.70



The low bid from Van Kirk Brothers Contracting of Sutton, Nebraska is below the Engineer's estimate of \$155,000.00.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council award the contract for construction of Water Main District 471T to the low responsive bidder, Van Kirk Brothers Contracting of Sutton, Nebraska in the amount of \$141,755.80.

### **Sample Motion**

Move to approve the bid from Van Kirk Brothers Contracting for the construction of Water Main District 471T in the amount of \$141,755.80.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 11, 2018 at 2:00 p.m.  
**FOR:** Water Main District 471T  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$155,000.00  
**FUND/ACCOUNT:** 525  
**PUBLICATION DATE:** December 26, 2017  
**NO. POTENTIAL BIDDERS:** 12

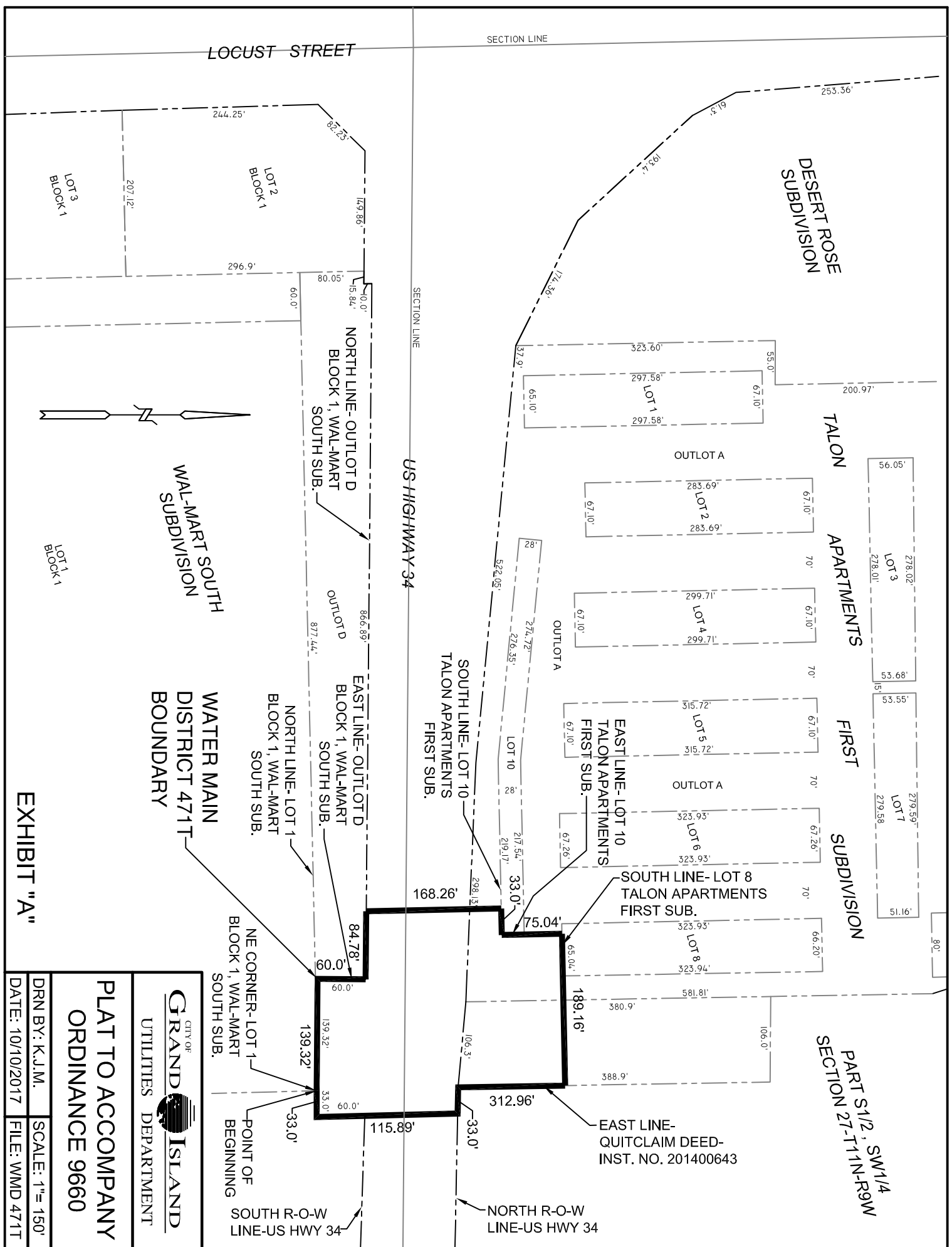
**SUMMARY**

<b>Bidder:</b>	<b><u>Myers Construction, Inc.</u></b> Broken Bow, NE	<b><u>General Excavating</u></b> Lincoln, NE
<b>Bid Security:</b>	Inland Insurance Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$155,506.00	\$845,115.50
<b>Bidder:</b>	<b><u>Starostka Group Unlimited, Inc.</u></b> Grand Island, NE	<b><u>Van Kirk Bros. Contracting</u></b> Sutton, NE
<b>Bid Security:</b>	Western Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$149,504.70	\$141,755.80

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

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

**P2028**



## U.S. HIGHWAY 34

Item	Description	Estimated		Van Kirk Bros. Contracting		Myers Construction Inc.		Starostka Group Unlimited Inc.	
		Quantity	Unit	Sutton, NE		Broken Bow, NE		Grand Island, NE	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D. 1.01	32"x0.500" STEEL CASING - JACK & BORE	97	LF	\$650.00	\$63,050.00	\$600.00	\$58,200.00	\$683.00	\$66,251.00
D. 1.02	20" R.J. D.I. PIPE	130	LF	\$125.00	\$16,250.00	\$156.00	\$20,280.00	\$153.00	\$19,890.00
D. 1.03	8" R.J. D.I. PIPE	217	LF	\$80.00	\$17,360.00	\$86.00	\$18,662.00	\$45.45	\$9,862.65
D. 1.04	6" R.J. D.I. PIPE	8	LF	\$80.00	\$640.00	\$59.00	\$472.00	\$85.85	\$686.80
D. 1.05	20"x20" M.J. TEE	1	EA	\$1,285.00	\$1,285.00	\$1,312.00	\$1,312.00	\$1,169.00	\$1,169.00
D. 1.06	20"x90° M.J. BEND	1	EA	\$1,020.00	\$1,020.00	\$1,375.00	\$1,375.00	\$930.00	\$930.00
D. 1.07	20"x8" M.J. REDUCER	1	EA	\$752.00	\$752.00	\$625.00	\$625.00	\$541.00	\$541.00
D. 1.08	20" M.J. CAP	1	EA	\$400.00	\$400.00	\$320.00	\$320.00	\$303.00	\$303.00
D. 1.09	20" M.J. SOLID SLEEVE	1	EA	\$717.00	\$717.00	\$917.00	\$917.00	\$692.00	\$692.00
D. 1.10	20" RETAINER GLAND	6	EA	\$360.00	\$2,160.00	\$310.00	\$1,860.00	\$364.00	\$2,184.00
D. 1.11	8"x6" M.J. TEE	1	EA	\$300.00	\$300.00	\$297.00	\$297.00	\$252.00	\$252.00
D. 1.12	8" R.S. GATE VALVE	1	EA	\$1,260.00	\$1,260.00	\$1,610.00	\$1,610.00	\$1,121.00	\$1,121.00
D. 1.13	8" M.J. PLUG	1	EA	\$100.00	\$100.00	\$90.00	\$90.00	\$80.60	\$80.60
D. 1.14	8" M.J. SOLID SLEEVE	1	EA	\$265.00	\$265.00	\$262.00	\$262.00	\$186.00	\$186.00
D. 1.15	8" RETAINER GLAND	5	EA	\$47.00	\$235.00	\$40.00	\$200.00	\$77.25	\$386.25
D. 1.16	6" R.S. GATE VALVE	1	EA	\$925.00	\$925.00	\$1,080.00	\$1,080.00	\$742.00	\$742.00
D. 1.17	6" M.J. OFFSET	1	EA	\$303.00	\$303.00	\$480.00	\$480.00	\$202.00	\$202.00
D. 1.18	6" RETAINER GLAND	4	EA	\$35.00	\$140.00	\$30.00	\$120.00	\$62.35	\$249.40
D. 1.19	8 MIL. V-BIO POLYWRAP	360	LF	\$3.58	\$1,288.80	\$1.40	\$504.00	\$4.75	\$1,710.00
D. 1.20	VALVE BOX	2	EA	\$100.00	\$200.00	\$130.00	\$260.00	\$167.00	\$334.00
D. 1.21	FIRE HYDRANT	1	EA	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00	\$732.00	\$732.00
D. 1.22	THRUST BLOCK	6	EA	\$300.00	\$1,800.00	\$200.00	\$1,200.00	\$690.00	\$4,140.00
D. 1.23	REMOVE AND SALVAGE MJ CAP & RETAINER	1	EA	\$600.00	\$600.00	\$180.00	\$180.00	\$211.00	\$211.00
D. 1.24	INSTALL SALVAGED CAP & RETAINER	1	EA	\$250.00	\$250.00	\$140.00	\$140.00	\$420.00	\$420.00
D. 1.25	REMOVE AND SALVAGE 20" DI PIPE	5	LF	\$80.00	\$400.00	\$40.00	\$200.00	\$78.95	\$394.75
D. 1.26	INSTALL SALVAGED 20" DI PIPE	5	LF	\$15.00	\$75.00	\$100.00	\$500.00	\$70.90	\$354.50
D. 1.27	ROADWAY SEEDING	1	LS	\$650.00	\$650.00	\$2,800.00	\$2,800.00	\$2,127.00	\$2,127.00
D. 1.28	SOIL RETENTION BLANKET	1	LS	\$600.00	\$600.00	\$3,240.00	\$3,240.00	\$733.00	\$733.00
D. 1.29	TRAFFIC CONTROL	1	LS	\$850.00	\$850.00	\$3,800.00	\$3,800.00	\$1,485.00	\$1,485.00
D. 1.30	DEWATERING	369	LF	\$70.00	\$25,830.00	\$80.00	\$29,520.00	\$77.75	\$28,689.75
D. 1.31	RESTORATION OF TCO AREA	1	LS	\$800.00	\$800.00	\$3,000.00	\$3,000.00	\$2,445.00	\$2,445.00
				\$141,755.80		\$155,506.00		\$149,504.70	
				EXCEPTIONS	NONE	EXCEPTIONS	NONE	EXCEPTIONS	NONE

RESOLUTION 2018-12

WHEREAS, the City of Grand Island invited sealed bids for construction of Water Main District 471T, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 11, 2018, bids were received, opened and reviewed; and

WHEREAS, Van Kirk Brothers Contracting of Sutton, 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 \$141,755.80; and

WHEREAS, the bid of Van Kirk Brothers Contracting is less than the estimate for construction of Water Main District 471T.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Van Kirk Brothers Contracting, in the amount of \$141,755.80 for construction of Water Main District 471T, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-6

**#2018-13 - Approving Change Order #1 to the Fall 2017 Boiler Inspection and Repair Contract with Hayes Mechanical**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** January 23, 2018

**Subject:** Fall 2017 Boiler Inspection and Repair-Change Order #1

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

## **Background**

Every five years an extended outage is conducted at Platte Generating Station to perform a major overhaul of the turbine generator. The most recent major overhaul was performed in the fall of 2017, during which time extensive inspection and maintenance on the main boiler was also performed.

The Fall 2017 Boiler Inspection and Repair contract was bid with a specified scope of work that was based primarily on past major outage experiences to provide a basis for competitive bidding and award. The bidders were also required to provide Time and Material contract rates for scope adjustments that would be based on actual conditions found upon inspecting the boiler. The Engineer's estimate for the contract was \$500,000.00 and bids ranged from \$484,090.00 to \$725,307.00.

The contract was awarded to the low responsive bidders, Hayes Mechanical of Omaha, Nebraska for \$484,090.00 on June 27, 2017.

## **Discussion**

The boiler contract was based primarily on past outage experiences to provide a basis for competitive bidding and time and material rates for scope adjustments. Actual conditions revealed during the inspection of the unit required major modifications and additions to the scope of work, as follows:

- Inspection of the boiler refractory to develop a repair scope was part of the base bid, with the subsequent repairs to be performed on a time and material basis by the refractory subcontractor.
- The Hayes Mechanical's Insurance Inspector required more extensive radiographic inspection of new welds made during the repair of boiler

tubing than planned for. This additional radiographic inspection work was performed by the testing subcontractor on a time and material basis.

These additions and modifications to the work scope resulted in an additional \$33,320.00, for a final contract cost of \$517,410.00

### **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 authorizing Change Order #1 to the Fall 2017 Boiler Inspection and Repair at Platte Generating Station for an addition to the contract price of \$33,320.00 to Hayes Mechanical of Omaha, Nebraska.

### **Sample Motion**

Move to approve the Change Order #1 with Hayes Mechanical in the amount of \$33,320.00 for the Fall 2017 Boiler Inspection and Repair at Platte Generating Station.



**INTEROFFICE  
MEMORANDUM**



*Working Together for a  
Better Tomorrow. Today.*

**TO:** Hayes Mechanical  
10608 South 147th Street  
Omaha, NE 68138

**Contract: 2017-180**

**PROJECT:** Fall 2017 Boiler Inspection and Repair

You are hereby directed to make the following change in your contract:

1 Additional payment per the attached spreadsheet.

ADD: \$33,320.00

The original Contract Sum	<u>\$484,090.00</u>
Previous Change Order Amounts	<u>\$0.00</u>
The Contract Sum is increased by this Change Order	<u>\$33,320.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$517,410.00</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

**APPROVED: CITY OF GRAND ISLAND**

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

Date \_\_\_\_\_

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

\_\_\_\_\_  
Approved as to Form, City Attorney

**ACCEPTED: Hayes Mechanical**

By: *Daniel J. Lyy*

Date 1/12/18

**Fall 2017 Boiler Inspection and Repair**

Comments: Additional work due to expansion of work scope in the boiler repair project.

**Contractor: Hayes Mechanical**

**\$484,090.00**

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Inspection of the boiler refractory and radiographic inspection	\$ 33,319.26
002	of new welds	
003		
004		
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028	These additions and modifications to the original work scope resulted in an additional \$33,319.26 to the Contract. (rounded)	
029		
030		
	Total	\$ 33,320.00

RESOLUTION 2018-13

WHEREAS, at the June 27, 2017 meeting, Council awarded the contract for Fall 2017 Boiler Inspection and Repair at Platte Generating Station, to Hayes Mechanical of Omaha, Nebraska, in the amount of \$484,090.00; and

WHEREAS, the boiler contract was based primarily on past outage experiences to provide a basis for competitive bidding and time and material rates for scope adjustments. Actual conditions revealed during the inspection of the unit required major modifications and additions to the scope of work; and

WHEREAS, the additions and modifications to the work scope was performed by the testing subcontractor on a time and material basis; and

WHEREAS, as a result of modifications, Change Order #1 was prepared for \$33,320.00 for a total contract amount of \$517,410.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 for Fall 2017 Boiler Inspection and Repair at Platte Generating Station, is approved and the Mayor is hereby authorized to sign Change Order #1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-7

**#2018-14 - Approving Certificate of Final Completion and Scheduling the Board of Equalization for Sidewalk Installation at 4194 Norseman Avenue (Federal Home Loan Mortgage Corp.)**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Manager of Engineering Services

**Meeting:** January 23, 2018

**Subject:** Approving Certificate of Final Completion and Scheduling the Board of Equalization for Sidewalk Installation at 4194 Norseman Avenue (Federal Home Loan Mortgage Corp.)

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

## **Background**

At the October 24, 2017 meeting the City Council approved Resolution No. 2017-247, which ordered the installation of sidewalk at 4194 Norseman Avenue.

Galvan Construction, Inc. of Grand Island, Nebraska was hired through informal bids to install the sidewalk adjacent to 4194 Norseman Avenue.

## **Discussion**

The sidewalk installation adjacent to 4194 Norseman Avenue was completed to the City standards for a cost of \$2,750.00. Total cost of the repairs, including Engineering Services of \$275.00, is \$3,025.00.

The cost for this project will be assessed to the adjacent property. The payments are spread over seven (7) years at 7% simple interest. The first payment of principle only at 1/7<sup>th</sup> of the assessment is due 10 days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The City has had multiple correspondences with the property owner and will send a reminder letter advising them that the BOE is scheduled for February 27, 2018; the first payment will be due shortly after.

## **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 sidewalk installation adjacent to 4194 Norseman Avenue and set the Board of Equalization date of February 27, 2018.

### **Sample Motion**

Move to approve the Certificate of Final Completion and Set the Board of Equalization for sidewalk installation adjacent to 4194 Norseman Avenue.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Sidewalk Installation at 4194 Norseman Avenue  
CITY OF GRAND ISLAND, NEBRASKA  
January 23, 2018

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

This is to certify that sidewalk installation at 4194 Norseman Avenue has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska. 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 City Engineer/Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Sidewalk Installation at 4194 Norseman Avenue**

<u>No.</u>	<u>Description</u>	<u>Lump Sum Price</u>	<u>Total Cost</u>
1.	147'x4'x4" Sidewalk	\$2,750.00	\$2,750.00
<b>TOTAL CONSTRUCTION COST – SIDEWALK INSTALLATION AT 4194 NORSEMAN AVENUE</b>			<b>\$2,750.00</b>
<b>LESS AMOUNT PREVIOUSLY PAID CONTRACTOR</b>			<b>\$ 0.00</b>
<b>BALANCE DUE CONTRACTOR THIS FINAL PAYMENT</b>			<b>\$2,750.00</b>
Engineering Costs			\$ 275.00
			-----
<b>TOTAL COST OF SIDEWALK INSTALLATION AT 4194 NORSEMAN AVENUE</b>			<b>\$3,025.00</b>
Amount Assessable to Property Owner			\$3,025.00



Respectfully submitted,

John Collins, P.E.  
Public Works Director

---

I hereby recommend that the Engineer's Certificate of Final Completion for sidewalk installation at 4194 Norseman Avenue be approved and that the costs of City Engineering be credited to Account No. 10033001-74516 from Account No. 10033002-85213 in the amount of \$275.00.

I further recommend that the City Council sit as a Board of Equalization on February 27, 2018 to determine benefits and levy special assessments.

Respectfully submitted,

Jeremy L. Jensen  
Mayor

---

Certificate of Final Completion  
4194 Norseman Avenue Sidewalk Installation  
2 | Page

RESOLUTION 2018-14

WHEREAS, the City Engineer/Public Works Director of the City of Grand Island has issued a Certificate of Final Completion for sidewalk installation at 4194 Norseman Avenue, certifying that Galvan Construction, Inc. of Grand Island, Nebraska has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the certificate of final completion for sidewalk installation at 4194 Norseman Avenue; and

WHEREAS, the Mayor concurs with the recommendations 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 City Engineer/Public Works Director's Certificate of Final Completion for sidewalk installation at 4194 Norseman Avenue, is hereby confirmed.
2. The costs of City Engineering be credited to Account No. 10033001-74516 from Account No. 10033002-85213 in the amount of \$275.00.
3. The City Council will sit as a Board of Equalization on February 27, 2018 to determine benefits and set assessments for sidewalk installation at 4194 Norseman Avenue.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 23, 2018**

**Council Session**

## **Item G-8**

**#2018-15 - Approving Bid Award for Curb Ramp Project No.  
2018-CR-1**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** January 23, 2018

**Subject:** Approving Bid Award for Curb Ramp Project No. 2018-CR-1

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

## **Background**

On December 9, 2018 the Engineering Division of the Public Works Department advertised for bids for the construction of curb ramps at various intersections in the City. The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

The attached map shows the locations for this year's work.

## **Discussion**

Four (4) bids were received and opened on January 4, 2018. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<b><i>BIDDER</i></b>	<b><i>EXCEPTIONS</i></b>	<b><i>BID PRICE</i></b>
Galvan Construction, Inc. of Grand Island, NE	None	\$80,492.47
Bid Red Renovators, LLC of Grand Island, NE	None	\$96,188.80*
The Diamond Engineering Co. of Grand Island, NE	None	\$98,669.96
EHC, LLC of Deaver, WY	None	\$176,418.75

\*corrected calculation

## **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 bid award to the low compliant bidder, Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$80,492.47.

### **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 4, 2018 at 2:00 p.m.  
**FOR:** Curb Ramp Project 2018-CR-1  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$100,000.00  
**FUND/ACCOUNT:** 21000001-2100-40004  
**PUBLICATION DATE:** December 9, 2017  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<b><u>Galvan Construction, Inc.</u></b> Grand Island, NE	<b><u>EHC, L.L.C.</u></b> Deaver, WY
<b>Bid Security:</b>	Western Surety Company	Merchants National Bonding, Inc.
<b>Exceptions:</b>	None	None

<b>Bid Price:</b>		
<b>Section A:</b>	<b>\$59,067.05</b>	<b>\$135,024.19</b>
<b>Section B:</b>	<b>\$10,588.95</b>	<b>\$ 19,214.50</b>
<b>Section C:</b>	<b><u>\$10,836.47</u></b>	<b><u>\$ 22,180.06</u></b>
<b>Total Bid:</b>	<b>\$80,492.47</b>	<b>\$176,418.75</b>

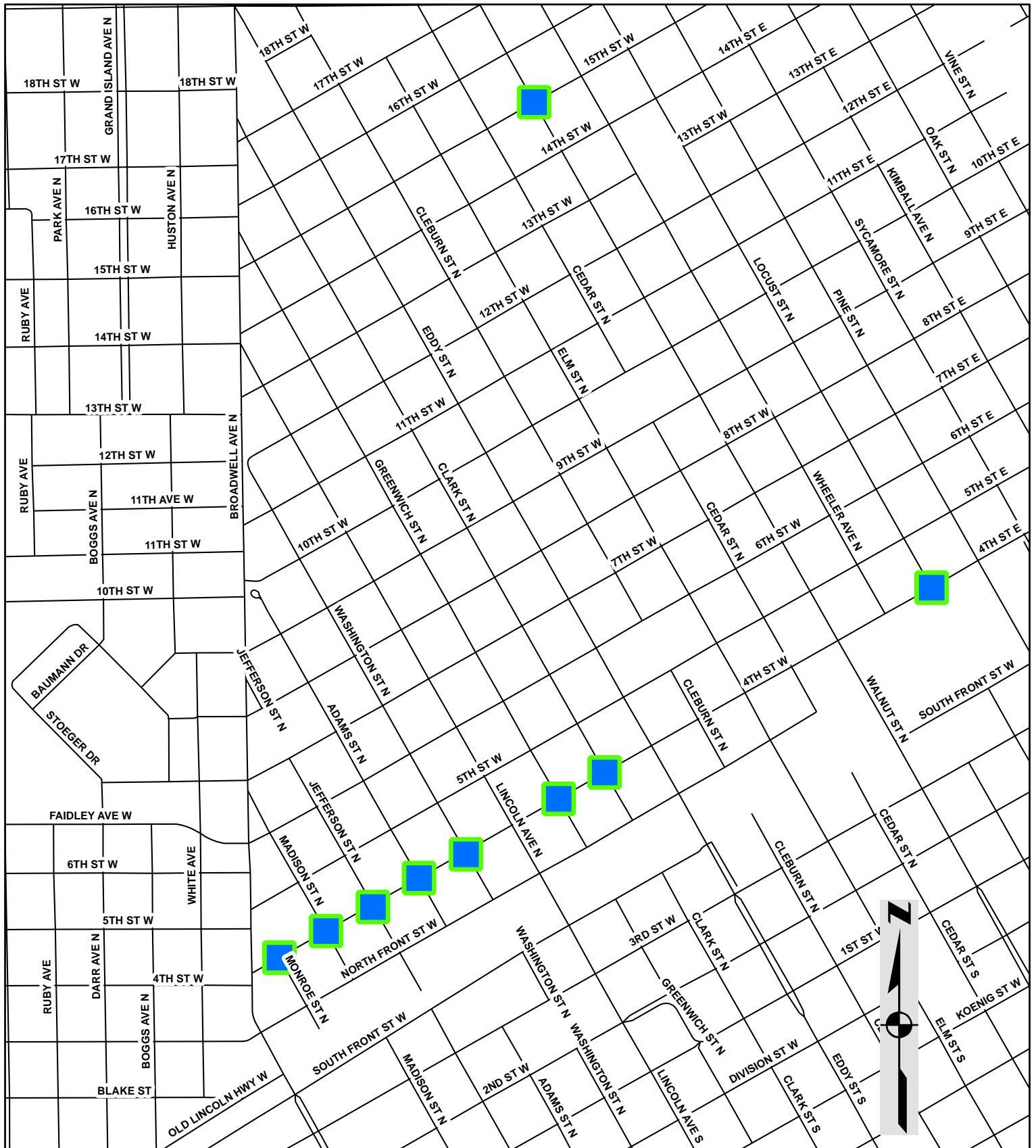
<b>Bidder:</b>	<b><u>Big Red Renovators, LLC</u></b> Grand Island, NE	<b><u>Diamond Engineering Co.</u></b> Grand Island, NE
<b>Bid Security:</b>	Western National Mutual Ins. Co.	Universal Surety Company
<b>Exceptions:</b>	None	None

<b>Bid Price:</b>		
<b>Section A:</b>	<b>\$65,718.55</b>	<b>\$71,588.55</b>
<b>Section B:</b>	<b>\$14,837.57</b>	<b>\$13,660.98</b>
<b>Section C:</b>	<b><u>\$15,791.30</u></b>	<b><u>\$13,420.42</u></b>
<b>Total Bid:</b>	<b>\$96,347.42</b>	<b>\$98,669.96</b>

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent






Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
Tim Golka, PW Engineer

**P2020**



#### Location

-  Monroe & 4th
-  Madison & 4th
-  Jefferson & 4th
-  Adams & 4th

-  Washington & 4th
-  Greenwich & 4th
-  Clark & 4th
-  Locust & 4th
-  Walnut & 15th

#### ADA Curb Ramp 2018-CR-1



PUBLIC WORKS DEPARTMENT

01-11-2018



RESOLUTION 2018-15

WHEREAS, the City of Grand Island invited sealed bids for Curb Ramp Project 2018-CR-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 4, 2018 bids were received, opened, and reviewed; and

WHEREAS, Galvan Construction, Inc. 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 \$80,492.47; and

WHEREAS, Galvan Construction, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$80,492.47 for Curb Ramp Project 2018-CR-1 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-9

**#2018-16 - Approving Bid Award for Asphalt Hot-Mix 2018**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Streets Superintendent

**Meeting:** January 23, 2018

**Subject:** Approving Bid Award for Asphalt Hot-Mix 2018

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

## **Background**

Asphalt Hot-Mix is used by the Streets Division's asphalt crew throughout the construction season to patch potholes and full-depth patch sections of roadways that are showing signs of failure.

Bidders are given the opportunity to write-in mixes that they know they will be producing this season. This allows a wider variety of mixes with set prices to be available to the Streets Division. The purchase of asphalt can then be based on the type of mix best suited for each patching job.

A primary and secondary bid award is being recommended for each mix type which sets prices for more than one producer so the optimal material can be purchased in the event the other producer(s) are not making that mix type or the plant is not running.

## **Discussion**

Bids were advertised on December 16, 2017 and sent to three (3) potential bidders. Two (2) bids were received and opened on January 11, 2018.

Asphalt Hot-Mix 2018  
Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	J.I.L. Asphalt Paving Co. \$47.00 per ton	Gary Smith Construction Co. \$50.70 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	Gary Smith Construction Co. \$46.00 per ton	J.I.L. Asphalt Paving Co. \$47.00 per ton
Type B	64-22	Gary Smith Construction Co. \$46.00 per ton	No Bid
Type A	64-22	Gary Smith Construction Co. \$50.70 per ton	No bid
Type C	64-22	Gary Smith Construction Co. \$55.70 per ton	No bid

### **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 Asphalt Hot-Mix 2018 according to the bid award recommendation.

### **Sample Motion**

Move to approve the purchase of the Asphalt Hot-Mix 2018 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** January 11, 2018 at 2:30 p.m.  
**FOR:** Asphalt Hot-Mix for 2018  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$70.00 per ton, Asphaltic Concrete, Type SPR  
**FUND/ACCOUNT:** 21033503-85547  
**PUBLICATION DATE:** December 16, 2017  
**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<b><u>Gary Smith Construction, Inc.</u></b> Grand Island, NE	<b><u>J.I.L. Asphalt Paving Co.</u></b> Grand Island, NE
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<b>Bid Price:</b>		
<b>Type SPR:</b>	<b>\$46.00 per ton</b>	<b>\$47.00 per ton</b>
<b>Type B:</b>	<b>\$46.00 per ton</b>	<b>No Bid</b>
<b>Type A:</b>	<b>\$50.70 per ton</b>	<b>No Bid</b>
<b>Type C:</b>	<b>\$55.70 per ton</b>	<b>No Bid</b>

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Rena Jimenez, Finance Director  
Shannon Callahan, Street Superintendent

**P2022**

R E S O L U T I O N   2018-16

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2018, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 11, 2018 bids were received, opened and reviewed; and,

WHEREAS, Gary Smith Construction Co. and J.I.L. Asphalt Paving Co. submitted responsible bids within the bid specifications for Asphalt Hot-Mix 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for asphalt hot-mix purchased in the 2018 calendar year, are hereby approved;

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	J.I.L. Asphalt Paving Co. \$47.00 per ton	Gary Smith Construction Co. \$50.70 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	Gary Smith Construction Co. \$46.00 per ton	J.I.L. Asphalt Paving Co. \$47.00 per ton
Type B	64-22	Gary Smith Construction Co. \$46.00 per ton	No Bid
Type A	64-22	Gary Smith Construction Co. \$50.70 per ton	No bid
Type C	64-22	Gary Smith Construction Co. \$55.70 per ton	No bid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ January 19, 2018 <input type="checkbox"/> City Attorney
---



# **City of Grand Island**

**Tuesday, January 23, 2018**

**Council Session**

## **Item G-10**

**#2018-17 - Approving Bid Award for Concrete Ready-Mix 2018**

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



# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** January 23, 2018

**Subject:** Approving Bid Award for Concrete Ready-Mix for 2018

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

## **Background**

On December 16, 2017 the Street Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with in-house concrete repairs throughout the 2018 calendar year. The concrete ready-mix is used by the City's concrete patching crew.

A primary and secondary bid award is being recommended which sets prices for more than one producer so material can be purchased in the event the other producer(s) are not delivering due to larger job demands or concrete plant shutdown/breakdown.

## **Discussion**

Two (2) bids were received and opened on January 11, 2018. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions.

Concrete Ready-Mix 2018  
Bid Award Recommendation

<b>Primary Award</b>	<b>Secondary Award</b>
Gerhold Concrete Company, Inc. \$95.00 per cubic yard	Consolidated Concrete \$102.75 per ton

## **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 Concrete Ready-Mix 2018 according to the bid award recommendation.

### **Sample Motion**

Move to approve the purchase of Concrete Ready-Mix 2018 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** January 11, 2018 at 2:15 p.m.  
**FOR:** Concrete Ready-Mix for 2018  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$100.00 per cubic yard  
**FUND/ACCOUNT:** 21033503-85547  
**PUBLICATION DATE:** December 16, 2017  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<u>Gerhold Concrete Co., Inc.</u> Grand Island, NE	<u>Consolidated Concrete</u> Grand Island, NE
<b>Bid Price:</b>	\$95.00 per cubic yard	\$102.75 per cubic yard

cc: John Collins, Public Works Director  
Stacy Nunhof, Purchasing Agent  
Marlan Ferguson, City Administrator

Catrina DeLosh, PW Admin. Assist.  
Shannon Callahan, Street Supt.  
Renae Jimenez, Finance Director

**P2023**

R E S O L U T I O N   2018-17

WHEREAS, the City of Grand Island invited sealed bids for furnishing Concrete Ready-Mix for 2018 for the Streets Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on January 11, 2018, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. and Consolidated Concrete, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for concrete ready-mix purchased in the 2018 calendar year, are hereby approved;

Concrete Ready-Mix 2018  
Bid Award Recommendation

Primary Award	Secondary Award
Gerhold Concrete Company, Inc. \$95.00 per cubic yard	Consolidated Concrete \$102.75 per ton

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ January 19, 2018 <input type="checkbox"/> City Attorney
---



# **City of Grand Island**

**Tuesday, January 23, 2018**

**Council Session**

## **Item G-11**

**#2018-18 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2018**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** January 23, 2018

**Subject:** Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2018

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

## **Background**

On December 22, 2017 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the 2018 calendar year. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

## **Discussion**

Three (3) bids were received and opened on January 11, 2018. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions.

The Diamond Engineering Company of Grand Island, Nebraska provided the lowest responsible bid in the amount of \$796,309.60.

There are sufficient funds in Account No. 21033506-85351 (Concrete Repair), 21033504-85318 (Storm Sewer Repair), and 21033503-85318 (Curb & Gutter) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2018/2019, the scope of work for this contract will be scaled down accordingly.

## **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 awarding the contract to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$796,309.60.

## **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** January 11, 2018 at 2:45 p.m.

**FOR:** Concrete Pavement & Storm Sewer Repair 2018

**DEPARTMENT:** Public Works

**ESTIMATE:** \$600,000.00 2017/2018  
\$300,000.00 2018/2019  
\$900,000.00

**FUND/ACCOUNT:** 21033503-85318 (Curb, Gutter & Sidewalk)  
21033504-85318 (Storm Sewer Repair)  
21033506-85351 (Contract Concrete Repair)

**PUBLICATION DATE:** December 22, 2017

**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<u>Myers Construction, Inc.</u>	<u>The Diamond Engineering Co.</u>
	Broken Bow, NE	Grand Island, NE
<b>Bid Security:</b>	Inland Insurance Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$884,850.00	\$796,309.60

<b>Bidder:</b>	<u>Starostka Group Unlimited, Inc.</u>
	Grand Island, NE
<b>Bid Security:</b>	Western Surety Co.
<b>Exceptions:</b>	None
<b>Bid Price:</b>	\$940,312.50

cc: John Collins, Public Works Director  
Stacy Nonhof, Purchasing Agent  
Marlan Ferguson, City Administrator

Catrina DeLosh, PW Admin. Assist.  
Shannon Callahan, Street Superintendent  
Renae Jimenez, Finance Director

**P2026**



RESOLUTION 2018-18

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2018, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on January 11, 2018, 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 \$796,309.60; and

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 of Grand Island, Nebraska, in the amount of \$796,309.60 for Concrete Pavement and Storm Sewer Repairs 2018 is hereby approved as the lowest responsible bid.

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, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-12

**#2018-19 - Approving Bid Award for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** January 23, 2018

**Subject:** Approving Bid Award for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T

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

## **Background**

On December 20, 2017 the Engineering Division of the Public Works Department advertised for bids for West Stolley Park Road and Engleman Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T.

Sanitary Sewer Project No. 2017-S-3 will plan, design and build an extension of the sanitary sewer from Stolley Park Road and Freedom Drive intersection west to just beyond the planned new US Highway 30 west realignment. This extension would be difficult and costly after the new highway is constructed. Sanitary Sewer District No. 540T will continue west to areas between the existing Highway 30 alignment and the proposed realignment including the West Park Plaza Mobile Home Park. West Park Plaza and property along the existing Highway 30 route are currently within city limits and in need of City sanitary services.

## **Discussion**

Eight (8) bids were received and opened on January 10, 2018. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<b><i>Bidder</i></b>	<b><i>Bid</i></b>
The Diamond Engineering Co. of Grand Island, NE	\$ 747,545.56
Van Kirk Bros. of Sutton, NE	\$ 984,433.65
H & W Contracting, LLC of Sioux Falls, SD	\$1,140,789.25
Midlands Contracting, Inc. of Kearney, NE	\$1,251,210.60*
Myers Construction, Inc. of Broken Bow, NE	\$1,238,566.60
Carstensen Contracting, Inc. of Pipestone, MN	\$1,374,738.44
BEK Consulting, LLC of Dickinson, ND	\$1,435,751.00
Starostka Group Unlimited, Inc. of Grand Island, NE	\$1,566,914.24*

\*corrected calculation

## **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 bid award to the low compliant bidder, The Diamond Engineering Company of Grand Island, Nebraska in the total amount of \$747,545.56.

## **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 10, 2018 at 2:00 p.m.

**FOR:** Sanitary Sewer Extension Project No. 2017-S-3 & Sanitary  
Sewer District No. 540T

**DEPARTMENT:** Public Works

**ESTIMATE:** \$1,202,127.25

**FUND/ACCOUNT:** 53030055-85213-53033

**PUBLICATION DATE:** December 20, 2017

**NO. POTENTIAL BIDDERS:** 11

**SUMMARY**

<b>Bidder:</b>	<b><u>BEK Consulting, LLC</u></b> Dickinson, ND	<b><u>H &amp; W Contracting, LLC</u></b> Sioux Falls, SD
<b>Bid Security:</b>	North American Specialty Ins. Co.	Merchants Bonding Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$1,435,751.00	\$1,140,789.25
<b>Bidder:</b>	<b><u>Carstensen Contracting, Inc.</u></b> Pipestone, MN	<b><u>Starostka Group Unlimited, Inc.</u></b> Grand Island, NE
<b>Bid Security:</b>	Western Surety Co.	Western Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$1,374,738.44	\$1,566,878.24
<b>Bidder:</b>	<b><u>The Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Van Kirk Bros. Contracting</u></b> Sutton, NE
<b>Bid Security:</b>	Universal Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$747,545.56	\$984,433.65

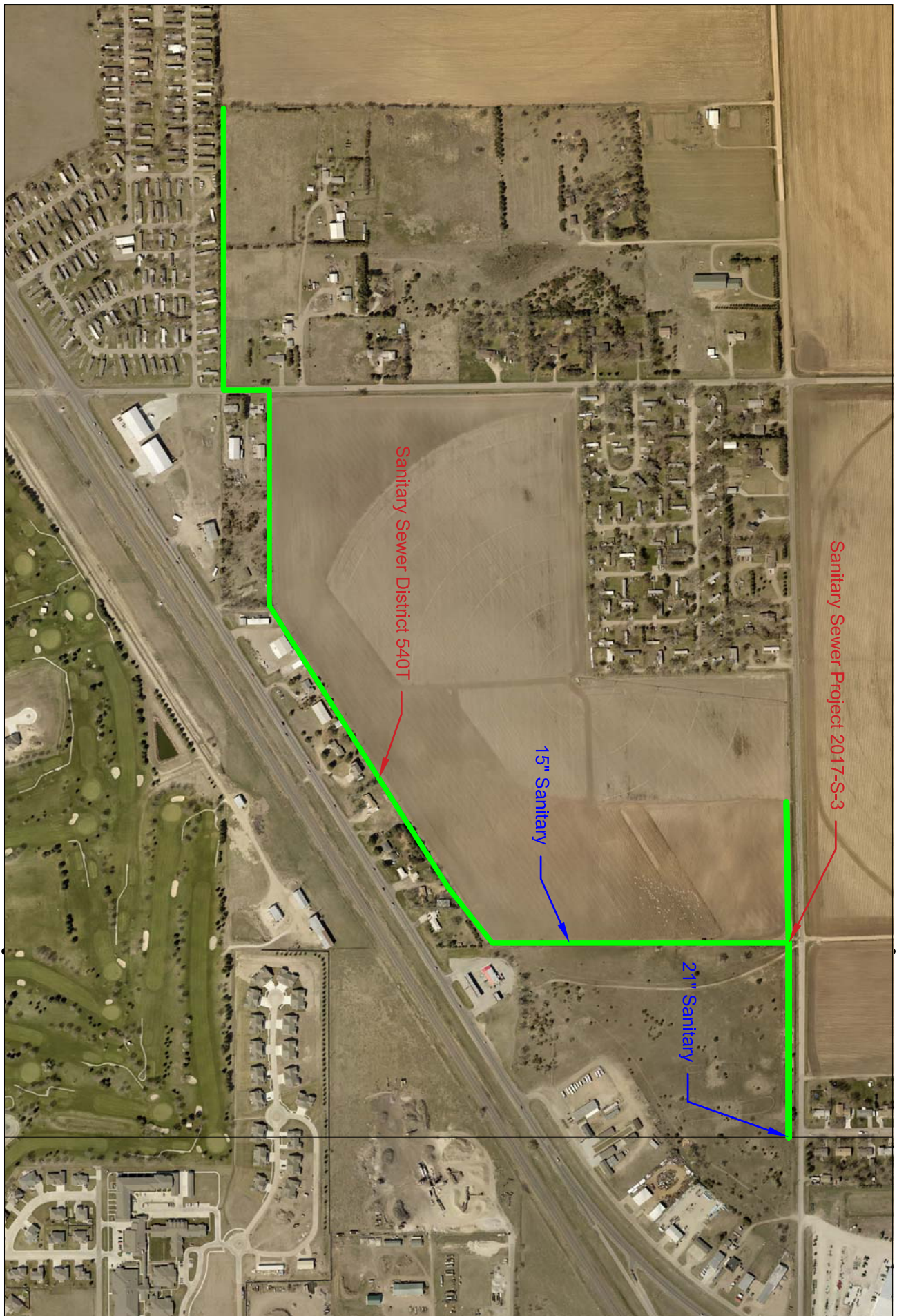
**Bidder:** Midlands Contracting, Inc.  
**Bid Security:** Kearney, NE  
**Exceptions:** Travelers Casualty  
None  
**Bid Price:** \$1,215,210.60

Myers Construction, Inc.  
**Broken Bow, NE**  
**Inland Insurance Co.**  
None  
**\$1,238,566.60**

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Rena Jimenez, Finance Director  
Keith Kurz, Assist. PW Director

**P2024**



RESOLUTION 2018-19

WHEREAS, the City of Grand Island invited sealed bids for West Stolley Park Road and Engleman Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 11, 2018 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 \$747,545.56; and

WHEREAS, The Diamond Engineering Company's bid is below the estimate for such project.

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 of Grand Island, Nebraska in the amount of \$747,545.56 for West Stolley Park Road and Engleman Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney





# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-13

**#2018-20 - Approving Amendment No. 2 to Engineering Consulting Services Related to W Stolley Park Rd and Engleman Rd Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T; W US Highway 30 and Engleman Rd / West Park Plaza Sanitary Sewer Extension**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** January 23, 2018

**Subject:** Approving Amendment No. 2 to Engineering Consulting Services Related to W Stolley Park Rd and Engleman Rd Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T; W US Highway 30 and Engleman Rd / West Park Plaza Sanitary Sewer Extension

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

## **Background**

Sanitary Sewer Project No. 2017-S-3 will plan, design and build an extension of the sanitary sewer from Stolley Park Road and Freedom Drive intersection west to just beyond the planned new US Highway 30 west realignment. This extension would be difficult and costly after the new highway is constructed. Sanitary Sewer District No. 540T will continue west to areas between the existing Highway 30 alignment and the proposed realignment including the West Park Plaza Mobile Home Park. West Park Plaza and property along the existing Highway 30 route are currently within city limits and in need of City sanitary services.

On February 14, 2017, via Resolution No. 2017-32, City Council approved an agreement with Olsson Associates of Lincoln, Nebraska in the amount of \$98,840.00 for engineering design services related to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3.

On April 11, 2017, via Resolution No. 2017-112, City Council approved Amendment No. 1 to the original agreement with Olsson Associates in the amount of \$18,242.00 for allow for further survey work, easement negotiations and design for additional sewer extension. Amendment No. 1 resulted in a revised agreement amount of \$117,082.00.

## **Discussion**

The original agreement with Olsson Associates requires a second amendment to address construction services. Amendment No. 2 will be provided on a time and expense basis not to exceed \$81,785.00, resulting in a revised agreement amount of \$198,867.00.

## **Alternatives**

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

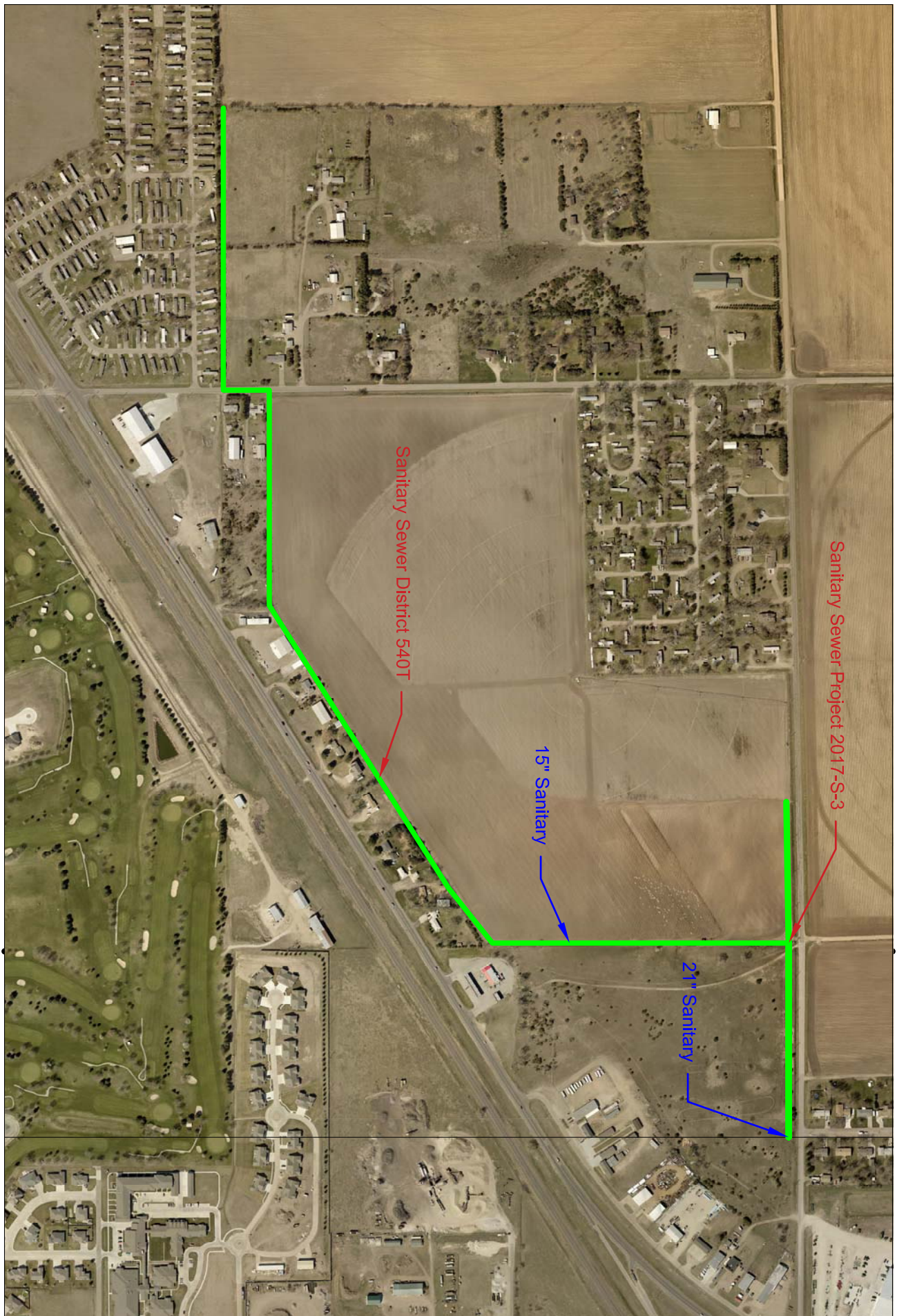
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve Amendment No. 2 to the original agreement with Olsson Associates of Lincoln, Nebraska, in the amount of \$81,785.00.

## **Sample Motion**

Move to approve the resolution.



RESOLUTION 2018-20

WHEREAS, on February 14, 2017, via Resolution No. 2017-32 the Grand Island City Council approved entering into an agreement with Olsson Associates of Lincoln, Nebraska in the amount of \$98,840.00 for engineering design services relates to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3; and

WHEREAS, on April 11, 2018, via Resolution No. 2017-112, the Grand Island City Council approved Amendment No. 1 to the original agreement, in the amount of \$18,242.00, to allow for further survey work, easement negotiations and design for additional sewer extension; and

WHEREAS, the original agreement is now being amended to address construction services; and

WHEREAS, such amendment is in the amount of \$81,785.00, for a revised agreement amount of \$198,867.00; and

WHEREAS, Amendment No. 2 to the original agreement with Olsson Associates 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. 2 with Olsson Associates of Lincoln, Nebraska for engineering consulting services related to Sanitary Sewer Project No. 2017-S-3 and Sanitary Sewer District No. 540T 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, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 23, 2018**

**Council Session**

## **Item G-14**

### **#2018-21 - Approving Program Agreement with NDOT for Five Points Intersection**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** January 23, 2018

**Subject:** Approving Program Agreement with NDOT for Five Points Intersection

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

## **Background**

On February 14, 2017, via Resolution No. 2017-34, City Council approved an agreement with Olsson Associates of Lincoln, Nebraska, in the amount of \$72,550.00 for engineering services related to Five Points Signal and Geometric Improvements. This project was for the improvement of the 5 Points intersection in areas of both lane use and traffic signal operation. The existing cable span signals were to be replaced with new mast arm signals, improvement of existing roadway geometrics, evaluation of existing lane configurations for operation, and installation of signing improvements to meet 2009 MUTCD requirements in the area of this intersection.

During the course of Olsson Associates engineering services work on this project it was recommended that a study of the entire area surrounding the 5 Points intersection be considered. Further study would allow examination of the Five Points intersection to aid in specifically reducing the incidence of crashes; reducing vehicle delay, improving the mobility of the traveling pedestrians and correcting roadway geometric deficiencies.

## **Discussion**

Public Works applied for Nebraska Department of Transportation (NDOT) safety funds to help with costs of the 5 Points intersection improvements. The project was selected as a NDOT safety project, with Federal-aid funding available through NDOT. The federal share payable on any portion of a local federal-aid project is a maximum of 80% of the eligible participating costs, while the Local Public Agency (LPA) is responsible for the remaining 20% as well as all other nonparticipating or ineligible costs of the project. The current estimate of this project is \$2,265,300.00, with the LPA share being \$565,300.00 at this time, and the Federal share payable capped at \$1,700,000.00 currently.

Such project would consist of geometric improvements, new traffic signal or multi-lane roundabout and will right size the lane configuration to optimize safety and efficiency, and meet the Federal Highway Administration (FHWA) safety program requirements.

## **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 the agreement.

## **Sample Motion**

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



**LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS**

CITY OF GRAND ISLAND  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
PROJECT NO. HSIP-5409(3)  
STATE CONTROL NO. 42863  
FIVE POINTS INTERSECTION, GRAND ISLAND

**THIS AGREEMENT** is between the City of Grand Island, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, Federal-aid funds are available for transportation projects on eligible routes within the jurisdiction of Local Public Agencies under Title 23 of the United States Code and 23 Code of Federal Regulations, and

**WHEREAS**, federal law requires that the State act as a liaison for all Federal-aid local transportation projects, and

**WHEREAS**, LPA has a proposed project on an eligible route that LPA would like to seek Federal-aid funds to reimburse LPA for a percentage of the eligible and participating costs of the project, and

**WHEREAS**, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. HSIP-5409(3), as evidenced by the Resolution of the LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as **Exhibit "B"** and made a part of this Agreement, and

**WHEREAS**, the project is described generally as follows:

The Five Points Intersection is a span wire signalized intersection located in the north-central part of Grand Island. This is a five way intersection with Broadwell Avenue (north/south legs), State Street (eastwest legs) and Eddy Street (southeast leg). State Street is a two (2) lane roadway and has exclusive left turn lanes on the east and west legs. Broadwell Avenue is a five (5) lane section north of the intersection and three (3) lane section south of the intersection. Eddy Street is three (3) lane intersection to the southeast. All five (5) legs have an urban cross section with curb and gutter. Possible alternatives could include geometric improvements, new traffic signal or a multi-lane roundabout. Reconstruction could include of 1,100 feet of Broadwell Avenue, 1,000 feet of State Street and 600 feet of Eddy Street. Grand Island Fire Station is location 700 feet south of this intersection on Broadwell Avenue. It is anticipated seven (7) tracts of land will be impacted and one (1) residential relocation will be required.

**WHEREAS**, the Federal share payable on any portion of a local Federal-aid project will be a maximum of 80 percent of the eligible and participating costs; the LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs of the project, and

**WHEREAS**, the Federal Share payable on this project is capped at \$1,700,000.00

**WHEREAS**, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

**WHEREAS**, the regulations further allow and State requires that LPA use its own funds to match Federal Funds for the costs of local transportation projects, and

**WHEREAS**, State is willing to assist LPA in seeking Federal approval of the proposed project and use of Federal Funds to reimburse LPA for a percentage of the development and construction of the proposed improvement, with the understanding that LPA's project is not a State project and that no State Funds are to be expended on this project, and

**WHEREAS**, LPA understands that the project must comply with all federal, state and local environmental laws and that final design will not begin on the project until the project environmental documents have been completed and approved, and

**WHEREAS**, the LPA wishes and the State intends to act as the Responsible Charge (RC) for the project on the LPA's behalf, and

**WHEREAS**, State is willing to act as RC so long as the State is reimbursed for its costs and the parties understand that the project will be LPA's project and LPA will have ultimate responsibility for the development and construction of the project, and

**WHEREAS**, LPA understands that time is of the essence in the development of this project and LPA is willing to allow State to manage the schedule of the project and LPA commits to taking prompt action when requested by State so that this project will stay on schedule, and

**WHEREAS**, LPA understands that the State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

**WHEREAS**, the State will be responsible for paying directly the project construction contractor, preliminary and construction engineering providers, and any consultant related to Right-of-Way appraisal, appraisal review, negotiation and relocation assistance.

**WHEREAS**, it is understood that the State will act in two capacities for this project:

(1) State will act as a liaison with Federal Highway Administration (FHWA) concerning issues about the eligibility of the project for Federal-aid funding; and (2) State will coordinate with the LPA to address any Federal-aid issues that have been identified with the project, and

**WHEREAS**, the Parties understand that this Agreement will be posted to a publically accessible database of agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.02, unless otherwise provided by law.

**WHEREAS**, Federal Regulations provide that the LPA shall not profit or otherwise gain from local property assessments that exceed the LPA's share of project costs, and

**WHEREAS**, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

**WHEREAS**, the planning level DR 530 estimate of the cost of the project is \$2,265,300.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

**WHEREAS**, LPA's share of the total project costs is estimated to be \$565,300.00. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match

indicated above. LPA's share of the project costs may increase or decrease due to variations between the estimated and actual project costs.

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

**SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following definitions will apply:

“**CFDA**” means Catalog of Federal Domestic Assistance.

“**CFR**” means the Code of Federal Regulations.

“**FHWA**” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“**LPA**” means the Local Public Agency that is sponsoring a Federal-aid transportation project.

“**NEB. REV. STAT**” means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

“**OMB**” means the Federal Office of Management and Budget.

“**RESPONSIBLE CHARGE**” or “**RC**” means the State representative(s) assigned to oversee the development of the project. The RC will ordinarily be the State's Project Coordinator from the Local Projects Section of the Material and Research Division of the Nebraska Department of Roads.

“**PROJECT MANAGER**” means the employee or designee of the State who will manage the construction of the project on behalf of the LPA.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

“**LPA's PROJECT LIAISON**”, “**LPA's PL**” or “**PL**” means the officially designated employee of LPA who has been properly authorized to serve as LPA's representative and to be a liaison between LPA and the State and Federal government for LPA's Federal-aid transportation project.

**SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)**

**2.1** *Effective Date* --This Agreement is binding on the date it is fully executed by the Parties.

**2.2** *Renewal, Extension or Amendment* --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

**2.3** *Identifying Date* – For convenience, this Agreement's identifying date will be the date the State signed the agreement.

**2.4** *Duration*– This Agreement will expire upon completion of the LPA's Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of the LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.

**2.5** *Termination* -- Further, State reserves the right to terminate this Agreement as provided herein. If the LPA determines that for any reason it will not continue with the

development of this project as a Federal-aid project, the LPA shall notify the State and negotiate any necessary project termination conditions consistent with this Agreement.

### **SECTION 3. PURPOSE OF AGREEMENT**

- 3.1 The LPA wishes to obtain Federal-aid funding for a Federal-aid transportation project on a street, highway, road, trail or other transportation related facility under LPA's jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project, but will provide Federal funding for eligible and participating project costs through the State. The State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. Further, State will act as the RC on behalf of LPA. The purpose of this Agreement is to set forth the understanding of the LPA and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to any maintenance and environmental document commitments. The LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that FHWA finds that the project is ineligible for Federal funding, the LPA will repay the State all previously paid Federal Funds, as determined by the State, and any costs or expenses the State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC. LPA further agrees that LPA shall have no claim or right of action against the State under this Agreement if FHWA determines that the project is not eligible, in whole or in part, for federal-aid funding except in the event that an error or omission of State proximately caused the project to be declared ineligible for federal funding in whole or in part, LPA's sole remedy against State is that LPA shall not be required to repay State for State's costs attributable to the part of the project in which the error or omission occurred. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.
- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and the State's perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to assist in the development of this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.
- 3.3 The parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a

professional engineer licensed in the State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

**SECTION 4. FEDERAL AID PROJECT REQUIREMENTS**

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

**4.1 The Applicable Legal and Contract Requirements.**

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C. .
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:  
<http://www.transportation.nebraska.gov/gov-aff/tpa-guide-man.html>. In the event the LPA believes that The Manual does not clearly address a particular aspect of the project work, the LPA shall seek guidance or clarification from the State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

**4.2 Work Phase Pre-approval** - There are certain phases of development of this

project that will require federal approval before work on that phase may begin, unless it is a phase for which federal-aid reimbursement will not be requested. The following is a non-exclusive list of the most common federal-aid phases of a project:

- Preliminary design services
- NEPA services
- Final design services
- LPA RC services
- Right-of-Way acquisition
- Utilities
- Construction
- Construction Engineering

Prior to beginning any work or incurring any expenses on a new project phase, the Parties shall confirm 1) FHWA's authorization of funds for that phase, and 2) receipt of a notice-to-proceed from NDOT for that phase.

- A. **Project NEPA and Final Design.** Federal law requires that NEPA be completed and approved before any final design phase work begins on the project. Additionally, right-of-way may not be acquired prior to completion of NEPA except when specifically

approved in advance by FHWA.

- 4.3 Federal Oversight.** If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of the LPA to understand the additional requirements and ensure that the State and FHWA are provided timely notice for additional oversight and approvals.

## **SECTION 5 – GENERAL PROJECT DUTIES**

### **5.1 State's Responsibilities.**

This Project is LPA's project and LPA understands that State will be acting as LPA's representative in the development and construction of the project. The State will act as Responsible Charge (RC), on behalf of LPA, for this project. The State will also act as Project Manager and Project Inspector to oversee the construction of the project. Except for the duties expressly delegated to LPA herein, the State shall be responsible for completing or overseeing all phases of the development of the Federal-aid project on **LPA's behalf** including planning, environmental, design, right-of-way, utilities, railroad, construction and construction engineering.

### **5.2 LPA's Responsibilities.**

LPA will be responsible for confirming that the State's work on its behalf conforms to LPA's intentions and will keep the project eligible for federal-aid funds. LPA shall make its best efforts to provide approvals, sign documents, and to promptly do all things necessary to help State or the project consultant(s) with the development and construction of LPA's project. LPA's Project Liaison shall be responsible for safeguarding the interests of LPA in the project, for giving approvals as needed, and for obtaining formal LPA approval and authority when deemed necessary by the LPA. LPA shall also, when applicable, provide construction inspection services related to any LPA owned utility facility rehabilitation work included within the project construction contract.

## **SECTION 6 – LPA'S PROJECT LIAISON**

LPA shall formally appoint an LPA employee, and provide the State with that employee's name, mailing address, email address and phone number, and shall authorize that employee to act as LPA's Project Liaison (hereinafter known as "LPA's Project Liaison" or "LPA's PL" or "PL"), to take all actions necessary for the project on behalf of LPA and to serve as a liaison between the State and LPA. LPA's PL shall be certified by a process developed by State to act as a PL for the project.

## **SECTION 7 – PROGRAMMING DOCUMENT**

LPA has submitted to State the official project programming document, the DR Form 530 that specified the scope of the project and the estimated cost of the project. The State's Project Scheduling Division has approved the DR530. **LPA shall formally approve the signing of this Program Agreement.**

## **SECTION 8 – PROCUREMENT OF PROFESSIONAL SERVICES**

LPA hereby authorizes the State to retain the Professional Services providers deemed necessary by the State for the development and construction of LPA's project. The typical Professional Services Providers used for a project of this type include but are not limited to

project design and construction engineering; NEPA and other Environmental Specialists; Right-of-Way Appraisal, appraisal review, negotiation and relocation assistance; and construction engineering. LPA authorizes the State to use State's qualification based selection process or a State "On-Call" Consultant for the selection of Engineering or Environmental Consultants, and to select a service provider from the State's list of Right-of-Way Service Providers. State is further authorized by LPA to select any other service providers deemed necessary by State for LPA's project using State processes for such selections. The State shall make the final decision as to which service provider(s) will be selected for LPA's project. The Consultant Agreement will specify that State will manage and administer the agreement and enforce the terms and the progress of the work under the agreement on behalf of LPA. Although, the Consultant Agreement will be between LPA and consultant, the Parties understand that the state will be solely responsible for the day-to-day scheduling and oversight of the progress of the work under the contract. **LPA agrees to promptly sign any service provider Agreements prepared by the State with the selected Consultant.** Further, LPA hereby authorizes State to issue a Notice-to-Proceed to the selected service provider as soon as State determines it is necessary, even if such date is prior to obtaining LPA's execution of the agreement, unless LPA notifies the State in writing that the agreement must be executed before work may begin.

## **SECTION 9 – PLAN DEVELOPMENT AND PROJECT ENVIRONMENTAL WORK**

### **9.1 General**

The plans, specifications and estimates for the construction of LPA's project are expected to be developed by a design consultant, but if State elects to not use a design consultant, State employees will design the project on LPA's behalf. LPA shall authorize its Project Liaison (PL) to carefully follow the development of the project plans so that PL will have a thorough understanding of the planned improvement and will ensure that the project design is acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the development of the plans. It is expressly understood that LPA is responsible for the completed design of this project as if LPA had designed the project itself.

### **9.2 Plan-in-Hand (PIH)**

The State and the Design Consultant shall prepare for and hold a PIH meeting at the project site, and shall create a PIH report from the PIH meeting. LPA's Project Liaison shall attend the project PIH meeting and Project Liaison shall notify LPA's governing body of the conclusions of the PIH report. **LPA shall formally review and approve the project PIH plans and report.** State will continue with the development of the project based on the PIH report and plans unless LPA promptly notifies State that LPA's governing body objects to the plans or conclusion(s) of the report.



9.3 Project Environmental Work

The LPA hereby authorizes State to act as the agent for the LPA concerning all environmental issues on this project. LPA authorizes the State to select an Environmental Consultant to complete the development and writing of the environmental documents and permit applications. State will oversee and manage the development of the environmental documents and permit applications, as well as the schedule for the environmental work. **The LPA's PL shall promptly review and approve the project NEPA documents and the environmental commitments that will be associated with this project; LPA's PL shall communicate those commitments to LPA's governing body.**

LPA shall notify State immediately after review of such documents if LPA decides not to proceed with the project because of the environmental costs and commitments for the project. LPA will sign NEPA documents and permit applications and be responsible for meeting all environmental commitments as the owner of the transportation facility.

**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM.** If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If the LPA does not have an active construction storm water management and post construction storm water management program, the project consultant shall follow the State (NDOR) MS4 program.

9.4 90% Plans Stage

**LPA shall review and give its formal approval to the construction plans at the "90% Plans" stage,** including, when applicable, the right-of-way plans and the right-of-way cost estimates completed by the State or the project design consultant. After LPA's approval of the 90% plans, LPA shall also review and approve the utility rehabilitation plans developed from the 90% plans.

9.5 Coordinating Professional

As required by Neb. Rev. Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer or architect, the State shall designate a Coordinating Professional for this project. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in §81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat. § 81-3401 et. seq.) The Coordinating Professional shall also comply with the provisions of the Act, including Neb. Rev. Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb. Rev. Stat. § 81-3421.



## 9.6 Professional Performance

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by the State, or acceptance or use of the work product of the LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and the project consultant which would relieve the LPA from any expense or liability that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA for the project.

## 9.7 Public Involvement

Early in the planning of the project, the State's Public Involvement Coordinator will evaluate the project and decide what process is required for Public Involvement. State will coordinate all required public notice and public involvement Statewide Transportation Improvement Plan (STIP) questions. State and the project design consultant will facilitate all public involvement activities with assistance, when necessary, from the LPA. The LPA shall assist with the public involvement process and will be represented at public involvement activities that require attendance of LPA's representatives(s). The State's Public Involvement Coordinator will continue to oversee all project Public Involvement processes.

## SECTION 13. ENVIRONMENTAL RESPONSIBILITY

### A. NEPA

This LPA project must comply with the National Environmental Policy Act (NEPA) and all applicable federal, state and local environmental requirements because this project is federally funded. Therefore, prior to letting the project, the Parties shall be responsible for (1) completing all environmental reviews, (2) obtaining permits and approvals. Additionally, the LPA shall be responsible for meeting all environmental commitments during and after the construction of the project.

**Prior to appraising property, acquiring right-of-way, or final design for the project, the Parties shall receive approval by FHWA of one of the following: (1) Categorical Exclusion, (2) Environmental Assessment - Finding of No Significant Impact, (3) Environmental Impact Statement - Record of Decision.**

Public involvement must be held in accordance with the State's "Pursuing Solutions Through Public Involvement" located at:

<http://www.transportation.nebraska.gov/docs/public-involvement.pdf>. When the NEPA process requires public involvement, the LPA shall participate in necessary location or design hearings or combined location and design public hearings. The State Local Projects, Project Coordinator

will assist the LPA in determining what public involvement efforts are required based upon NEPA and public sensitivities.

**SECTION 10 – RIGHT-OF-WAY (ROW)**

**10.1 Governing Documents**

The Federal law governing acquisition of additional property rights and relocation assistance on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). The Local Public Agency (LPA) shall comply with 23 CFR part 710, the Uniform Act, the State's "Right-of-Way Acquisition Guide for Local Public Agencies" and the State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** The State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

**10.2 LPA Authorization for State to Act on LPA's Behalf**

This Section applies when the State determines that property rights need to be acquired for the construction of LPA's project. When additional property rights are needed for the project, the State shall complete or provide oversight of the Right-of-Way activities, which are defined as appraisal, appraisal review process, acquisition process and, when necessary, relocation assistance. LPA hereby authorizes State to complete the ROW activities for the project on LPA's behalf, and authorizes State to complete the ROW activities for the project using State selected Right-of-Way service providers.

**10.3 Right-of-Way Cost Estimate**

The State will complete an estimate of the costs of acquiring the additional property rights. The State shall notify LPA of the aggregate estimated right-of-way costs. The parties understand that the estimate is preliminary and used primarily for planning and establishing the Federal ROW obligation. LPA shall review the right-of-way cost estimate and notify State immediately if LPA decides to not proceed with the project because of these costs. Withdrawing the project by LPA will require LPA to repay (1) all Federal-aid funds used for the project to date and (2) all costs incurred by State arising out of State's work under this Agreement.

**10.4 Condemnations**

LPA authorizes State to acquire the necessary ROW by voluntary conveyance from property owners; however, LPA understands and agrees that sometimes properties must be acquired by condemnation action. The State cannot complete condemnation actions for LPA's project. Therefore, the LPA shall be solely responsible for filing and handling condemnation actions to acquire the ROW from property owners when State, in its sole discretion, determines a condemnation action is necessary. LPA understands that it must file condemnation actions, hold hearings, and cause the amounts of the condemnation awards to be paid into County Court before State will advertise LPA's

project for bid letting. If LPA does not promptly complete the condemnation of the properties needed for the project, the project will not be constructed. In the event the project will not be constructed for this reason, LPA will be subject to (1) the loss of federal-aid funds for the entire project, and (2) repayment to State in full of all Federal-aid funds used on the project and all costs incurred by State arising out of State work under this Agreement.

#### **10.5 Encroachments**

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. The State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. The LPA, at no cost to the project, shall clear the entire existing ROW of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing ROW. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project.

#### **10.6 Land Corners**

The LPA shall fully cooperate with State and the project Consultants to locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

#### **10.7 Special Assessments**

Prior to initiating a special assessment on a Federal-aid project, the LPA shall notify the State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

The LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

“When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances.”

The LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by the LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

#### 10.8 Reimbursement of LPA's Right-of-Way

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to the LPA on a case-by-case basis.

All required documentation of Chapter 7 of the State's Right-of-Way Manual must be submitted to and approved by the State Right of Way Division in order for the LPA's ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

#### 10.9 Confidentiality of certain Right-of-Way

LPA understands that the State will manage the right-of-way design, appraisal and acquisition phase of this project. LPA understands that State will keep each individual property acquisition confidential until the State has completed the acquisition or turned the file over to LPA for condemnation. LPA will safeguard all right-of-way acquisition information consistent with State's practice.

### SECTION 11 – RAILROAD PROPERTY ON LPA'S PROJECT

The Section applies when State determines that LPA's project includes work to be completed on property owned by a Railroad Company or Railroad Companies. For grade separation projects, LPA and State shall enter into a separate funding and crossing closure agreement with Railroad specifying the funding commitments for the project. **The State, with assistance from LPA, shall when required by Railroad, develop a Construction Agreement for LPA to formally approve and sign with each applicable Railroad Company.** The State shall assist LPA, when required by railroad, in acquiring the property rights using documents developed or approved by the State for each applicable Railroad Company. LPA shall promptly meet any requirements of State or Railroad deemed necessary by State to construct the project or to be allowed to occupy railroad property.

**SECTION 12 – UTILITY REHABILITATION WORK**

**12.1 Overview**

This Section applies when State determines that LPA's project includes utility facilities that serve the public interest, owned by LPA or by another entity, which may be affected by the Construction of LPA's project. LPA shall assist State in determining what, if any, public or private utility facilities that serve a public interest are located along, over, under or across the project route. Utility facilities installed, relocated or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR §645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and the State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA manual.

**12.2 Eligible Costs**

All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property. Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in a prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by the LPA and the State up to the amount of federal funding obligation obtained by the State.

**12.3 LPA Owned Utilities**

**12.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route**

The transportation project design consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. LPA shall cooperate with and provide the

design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

**12.3.2 All other Utility Facilities – Along or crossing the project**

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** The State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

**12.4 Non-LPA Owned Utilities**

The State, with assistance from LPA, shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. The State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

**12.5 State Highway Right-of-Way**

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from the State. The State shall assist LPA with contacting the State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

**SECTION 13. FINAL PLANS, BID LETTING AND CONSTRUCTION**

**13.1 General**

The construction of the project will be completed by a Contractor selected through the State's competitive bid process. LPA authorizes State to provide the construction project management and Inspection services on LPA's behalf. LPA shall authorize its PL to carefully follow the construction of the project so that PL will thoroughly understand the progress of the work to ensure that the construction will be acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the construction of the project. The parties understand that LPA is responsible for the conformance of

the work of the construction contractor to the plans and specifications as if LPA had overseen the construction itself.

### **13.2 Plans, Specifications and Estimates (PS&E)**

The State or the project design consultant will complete plans, specifications and estimates (the PS&E Package) for LPA's project. State shall simultaneously submit the PS&E Package to: (1) LPA for review and approval, and (2) State's Contract Lettings Section within the Construction Division, for final preparation of the PS&E Package for a bid letting. When the PS&E Package is finalized by State, and formal approval received from LPA, the State will advertise the project for a bid letting. **LPA will be requested to ratify any revisions made by the State in the final PS&E package when LPA approves the award of contract to the lowest responsible bidder on the project.** LPA agrees to not unreasonably withhold its ratification of PS&E package.

### **13.3 Bid Letting and Award of Construction Contract**

The State, on behalf of the LPA, will provide the State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following the State's bid letting and award procedures. The State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when the State rejects all bids. **LPA shall promptly review and formally approve the State's recommendation as to the lowest responsible bidder for LPA's project**, unless LPA has a compelling reason to withhold its approval. In the event that LPA withholds its approval, LPA shall provide State with its explanation of the reason for withholding approval and will make its best efforts to promptly resolve the dispute with State. If the parties are not able to promptly resolve the dispute, State shall reject all bids and at State's sole discretion, State may either re-let the project or terminate this Agreement. The LPA must provide a resolution concurring with the selection of the low bidder before the State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

### **13.4 Construction Oversight**

LPA hereby authorizes the State to oversee the construction of LPA's project, including providing project management and inspection as necessary under the Construction Contract. LPA's PL shall be available to be present at the project site at all reasonable times during the construction of the project to act as a liaison and to represent the interests of LPA in the construction of the project.

### **13.5 Change Orders**

The State will prepare any change orders to the project deemed necessary by the State. LPA hereby authorizes State to approve on its behalf, change orders deemed by State to be necessary for the construction of the project. **State reserves the right to seek formal approval from LPA for any change order.** When State seeks LPA's approval, the LPA shall make its best efforts to promptly respond so that contractors work will not be delayed. State shall provide copies of all change orders to LPA's PL. LPA shall hold State harmless, indemnify and defend the State against damages suffered by the State related to delay in approval of the change orders for the project.

**13.6 Tentative and Final Acceptance**

LPA hereby authorizes State to determine when the project is ready for tentative acceptance under the terms of the construction contract. At that time, the PL shall meet with the State's Project Manager and shall review the work of the project to confirm that the project has been constructed according to the contract. Unless the PL promptly objects in writing, LPA authorizes State to notify contractor in writing that the project has been tentatively accepted.

The State will notify the LPA's PL when the project is ready for final acceptance. LPA shall promptly review and act on the State's recommendation that the project is ready for final acceptance. **LPA shall formally approve the State's recommendation or provide a written explanation of why LPA cannot approve the State's recommended finding that the project is ready for final acceptance.** LPA shall make its best efforts to resolve any dispute it has with the State concerning final acceptance of the project.

**13.7 Final Audit**

LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.

**13.8 Maintenance and Environmental Commitments**

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's operation and maintenance of or related to the project.



13.9 Miscellaneous

LPA shall make its best efforts to provide approvals, sign documents, and do all things necessary to help State with the development and construction of LPA's project.

SECTION 14. FINANCIAL RESPONSIBILITY

14.1 General

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The parties understand that no State funds will be used to finance the costs of LPA's project. The LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of the LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, the LPA is responsible for full project payment with no cost or expense to the State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by the LPA, the LPA shall pay or repay the State for all costs incurred by the State or reimbursed with Federal-aid funds prior to such abandonment.

14.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be \$2,265,300.00 which is detailed in the table below:

ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)						
	FFY of TIP/STIP	Federal (capped)	Local Match	Nonparticipating	Other	Total
PE Phase		2018				
PE		\$87,040.00	\$21,760.00			\$108,800.00
NEPA		\$65,280.00	\$16,320.00			\$81,600.00
Final Design						
RC						
NDOR		\$22,880.00	\$5,720.00			\$28,600.00
PE Subtotal		\$175,200.00	\$43,800.00			\$219,000.00
ROW	2018	\$405,600.00	\$101,400.00			\$507,000.00
Utilities						
Construction	2021	\$975,760.00	\$384,240.00			\$1,360,000.00
CE Phase						
CE		\$130,560.00	\$32,640.00			\$163,200.00
RC						
NDOR		\$12,880.00	\$3,220.00			\$16,100.00
CE Total		\$143,440.00	\$35,860.00			\$179,300.00
TOTAL		\$1,700,000.00	\$565,300.00			\$2,265,300.00

\*The Federal Share payable is capped at \$1,700,000.00

Both the LPA and State recognize the above estimate is preliminary and the final cost is likely to be higher as the project goes through the development and design process.

14.3 Authority of State

LPA hereby authorizes State to pay project consultants and the construction contractor directly on LPA's behalf. LPA authorizes State to include State's costs for overseeing

the development and construction of the project as a reimbursable cost of the project.

Generally, the cost of LPA and its PL will not be eligible for reimbursement with Federal-aid funds for this project. The following costs of LPA will be reimbursable with Federal-aid funds at the applicable percentage when State determines, in its sole discretion that the costs are proper and eligible for reimbursement under Federal and State Law:

- a. LPA's cost of the non-betterment rehabilitation of LPA owned utility facilities as described elsewhere in this Agreement,
- b. LPA's costs to file and handle any condemnation proceeding needed for this project including the costs of the property rights acquired as described elsewhere in this Agreement.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by the LPA are allowable under this Agreement.

**14.4 State-Incurred Costs**

The costs incurred by State employees to perform tasks on behalf of LPA related to the development and construction of this project will be part of the cost of the project. The LPA shall be responsible for such costs as charged by State employees; however, these costs may be eligible for Federal-aid participation up to the amount for which federal funds have been obligated.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

**14.5 LPA Project Budget and Invoicing by the State**

The LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection 14.1 above.

At times determined by the State, and after execution of this Agreement, the State will invoice the LPA for some or LPA's entire share of the State incurred project costs. After execution of a professional services agreement for this project, the State will invoice the LPA their share of the total agreement amount.

Upon award of the construction contract, the State will send an invoice to the LPA requesting LPA to pay its share of (1) the costs of construction, based on the construction contract, (2) contingencies, (3) the costs of construction engineering (includes audit costs), and (4) any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon in writing by the Parties. The LPA shall pay the State within 30 calendar days of receipt of invoice from State.

**14.6 Audit and Final Cost Settlement**

Final reimbursement requests must be made within 60 days after the filing of the State DR Form 299. Any invoices submitted after the 60 calendar day deadline will be ineligible for reimbursement.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

**14.7 Project Withdrawal**

If the LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed by LPA.

**SECTION 15. SUSPENSION OR TERMINATION**

**15.1 Suspension**

The State, in its sole discretion, reserves the right to suspend LPA's project when the State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by LPA. Suspension of the project may include, but is not limited to, the State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. The State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for the State to revoke the suspension.

A suspension may also be imposed by the State for any of the reasons listed in the Termination subsection below. Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

**15.2 Termination**

This Agreement may be terminated as follows:

- a. The State and the LPA, by mutual written agreement, may terminate this Agreement at any time for any reason.
- b. The State may terminate this Agreement for the following reasons:
  - 1. A decrease or shift in available federal-aid funding that will, in the sole discretion of the State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
  - 2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
    - a) LPA has failed to replace the Project Liaison (PL) with a PL approved by the State within 30 days during the design stage or 10 days during the project letting or construction phases, from when the PL leaves, or is removed from the project for any reason.
    - b) LPA either (1) informs the State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
    - c) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
    - d) LPA has not included the project or project phases within the LPA's one or six year plans or, when applicable, within the LPA's Transportation Improvement Program (TIP), in the correct fiscal year.

3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
4. A notice or declaration of FHWA or the State that any part of the project is or has become ineligible for federal funding.
5. LPA's failure to sign any State requested project documents in a timely manner.
6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from the State.
7. LPA's breach of a provision of this Agreement.
- c. The LPA may terminate this Agreement upon sixty (60) days written notice of termination to the State, subject to the LPA meeting the conditions of paragraph (e) below.
- d. Prior to the State terminating this Agreement, the State shall provide written notice to the LPA of the basis for termination and, when determined applicable by State, provide the LPA sixty (60) days to properly resolve all issues identified by the State.
- e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under 5.(a). Further, the LPA will thereafter be solely responsible for all costs associated with LPA's project.

#### **SECTION 16. FEDERAL AUDIT REQUIREMENT**

- 16.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 16.2 The LPA shall comply with this Single Audit mandate as described in Section 16.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of the LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

16.3 If necessary, the Federal award information needed for the SEFA includes:

**Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration

**Pass-Through Grantor:** Nebraska Department of Roads

**Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)

**CFDA Number:** 20.205

**Project Number:** HSIP-5409(3)

16.4 If a Part 200 Audit is submitted by the LPA, the LPA shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

**SECTION 17. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY**

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to the State, for review and approval, any proposed changes to the LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

**SECTION 18. INDEMNITY**

The LPA agrees to hold harmless, indemnify, and defend the State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that the State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

**SECTION 19. TRAFFIC CONTROL**

LPA shall assist State in the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's PL shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed.

**SECTION 20. CONFLICT OF INTEREST LAWS**

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the project to remain fully eligible for State and federal funding. LPA should review, understand and follow the instructions provided in the NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS located on the State website at the following location:

<http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

The LPA must also complete and sign the NDOR CONFLICT OF INTEREST  
**DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION**

**PROJECTS**, for each project. This form is located on the State website at the following location: <http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coil/coi-disclosure-doc-lpa.pdf>

Consultants and Subconsultants providing services for the project, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

**SECTION 21. DRUG FREE WORKPLACE**

The LPA shall have an acceptable and current drug-free workplace policy on file with the State.

**SECTION 22. RECORDS RESPONSIBILITY**

The LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, accounting records and other evidence related to LPA's involvement in the project. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of project completion; such records must be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the LPA shall furnish copies to those mentioned in this section when requested to do so.

The State shall provide LPA with copies of the letting plans and specifications and all change orders. The State will also provide LPA with as-built plans after the conclusion of the project. LPA shall be given reasonable access upon request to State's project files.

**SECTION 23. FAIR EMPLOYMENT PRACTICES**

If the LPA performs any part of the work on this project, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

**SECTION 24. DISABILITIES ACT**

The LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

**SECTION 25. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS**

The LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**26.1 Policy**

The LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement. .

**26.2 Disadvantaged Business Enterprises (DBEs) Obligation**

The LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, the LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The LPA shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted

**SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES**

During LPA's performance of the work under this Agreement, the LPA, for itself, its assignees and successors in interest agrees as follows:

**27.1 Compliance with Regulations:**

The LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

**27.2 Nondiscrimination**

The LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

**27.3. Solicitations for Subcontracts, Including Procurements of Materials and**

**Equipment:**

In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment,



each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

**27.4. Information and Reports:**

The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**27.5. Sanctions for Noncompliance:**

In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to the LPA under this Agreement until the LPA complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

**27.6 Incorporation of Provisions:**

The LPA shall include the provisions of sections 27.1 through 27.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States enter into such litigation to protect the interests of the United States.

**SECTION 28. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.



IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the LPA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:  
RaNaë Edwards  
CITY OF GRAND ISLAND  
Jeremy Jensen

\_\_\_\_\_  
LPA Clerk Mayor

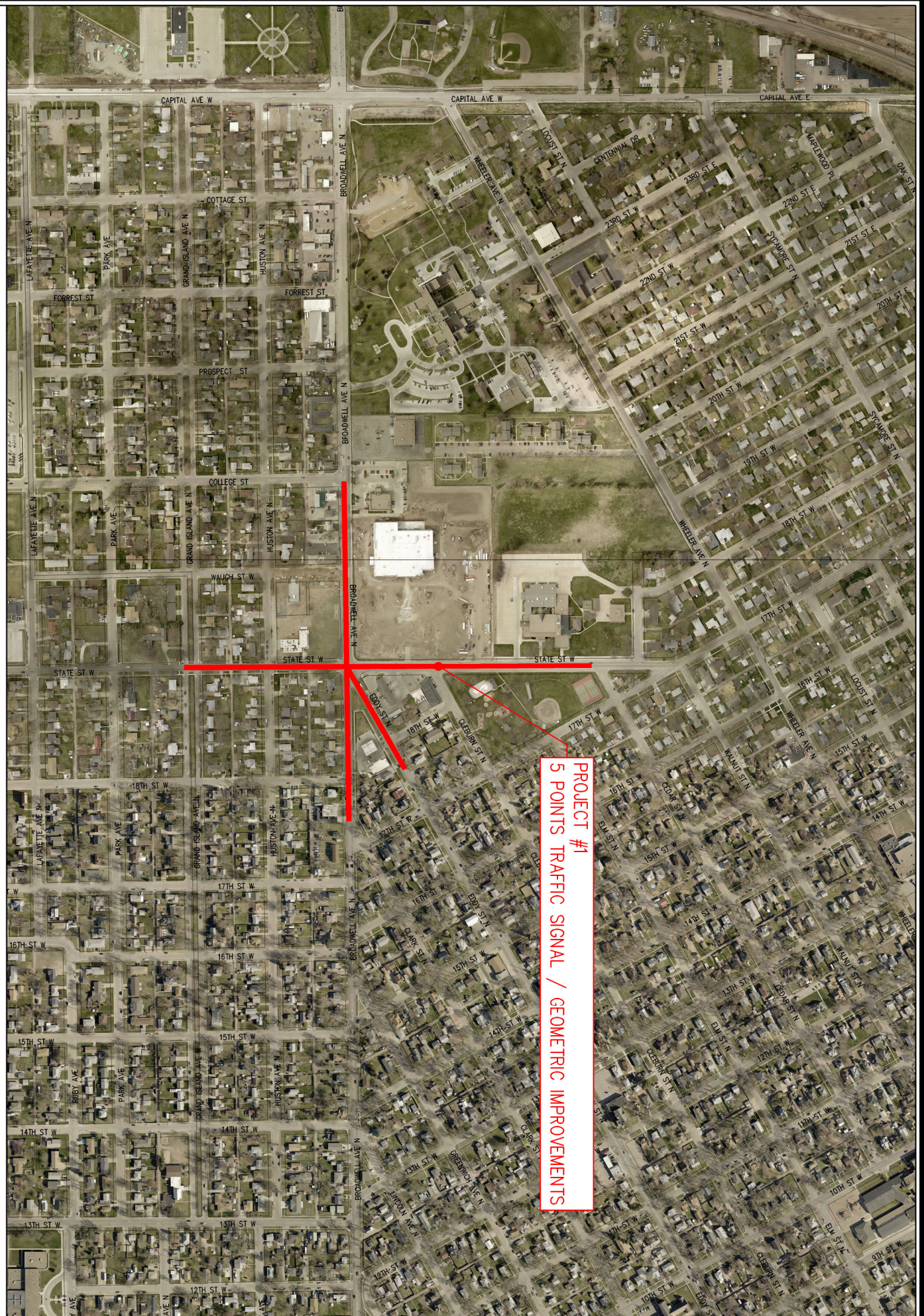
EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Mick Syslo, P.E.

\_\_\_\_\_  
Materials & Research Engineer



2017 CAPITAL IMPROVEMENT PROJECT REQUEST FOR QUALIFICATION  
PROJECT #1 - 5 POINT SIGNAL / GEOMETRIC IMPROVEMENTS





RESOLUTION 2018-21

WHEREAS, the City of Grand Island is proposing to develop and construct a transportation project for which it would like to obtain Federal Funds; and

WHEREAS, the City understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City and State of Nebraska, Department of Roads (State) wish to enter into an **LPA Program Agreement – Federal-Aid Funds** which will set out the various duties and funding responsibilities for the Federal-aid project; and

WHEREAS, the City wishes to designate its representative for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor, Jeremy L. Jensen, is hereby authorized to sign the attached **LPA Program Agreement – Federal-Aid Funds** between the City and the State.

BE IT FURTHER RESOLVED, that the City hereby designates Tim Golka to serve as the City's representative and Project Liaison (PL) with the State for this project.

BE IT FURTHER RESOLVED, that the City of Grand Island is committed to providing local funds for the project as required by the **LPA Program Agreement – Federal-Aid Funds**.

NDOR Project No.: HSIP-5409(3)

NDOR Control No.: 42863

NDOR Project Name: Five Points Intersection, Grand Island

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

The City Council of the City of Grand Island

Vaughn Minton  
Mark Stelk  
Linna Dee Donaldson  
Mike Paulick  
Michelle Fitzke

Jeremy Jones  
Roger Steele  
Julie Hehnke  
Mitch Nickerson  
Chuck Haase

Council Member \_\_\_\_\_ moved the adoption of said resolution;

Council Member \_\_\_\_\_ seconded the motion

Roll Call: \_\_\_\_Yes \_\_\_\_No \_\_\_\_Abstained \_\_\_\_Absent

Resolution adopted, signed and billed as adopted

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

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
January 17, 2018	<input type="checkbox"/> City Attorney



# **City of Grand Island**

**Tuesday, January 23, 2018**

**Council Session**

## **Item G-15**

**#2018-22 - Approving Certificate of Final Completion 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:** January 23, 2018

**Subject:** Approving Certificate of Final Completion 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 for construction of North Broadwell Avenue Drainage; Project No. 2017-D-3 on April 25, 2017 via Resolution No. 2017-127.

On August 22, 2017, via Resolution No. 2017-235, City Council approved Change Order No. 1 to provide a time extension for project completion from September 1, 2017 to December 15, 2017 with no contract amount modification.

On September 26, 2017, via Resolution No. 2017-264, City Council approved Change Order No. 2 to address a water main conflict in the amount of \$8,328.00, resulting in a revised contract amount of \$148,689.50.

On October 10, 2017, via Resolution No. 2017-275, City Council approved Change Order No. 3 in the amount of \$8,000.00 to cover all work required to install a dewatering well, resulting in a revised contract amount of \$156,689.50.

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

Work commenced on July 27, 2017 and was completed on October 27, 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 overrun of \$15,578.38, for a total cost of \$172,267.88. The overrun on this project was due to a low clearance water main crossing. Additional work was also completed on the storm sewer pipe to ensure the water main pipe does not get contaminated or freeze. Additional project costs are shown below.

***ADDITIONAL COSTS***

The Grand Island Independent	Advertising	\$ 109.47
Olsson Associates	Construction Observation	\$ 5,410.62

**Additional Costs = \$ 5,520.09**

**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 North Broadwell Avenue Drainage; Project No. 2017-D-3.

**Sample Motion**

Move to approve the Certificate of Final Completion for North Broadwell Avenue Drainage; Project No. 2017-D-3.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

North Broadwell Avenue Drainage; Project No. 2017-D-3  
CITY OF GRAND ISLAND, NEBRASKA  
January 23, 2018

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

This is to certify that North Broadwell Avenue Drainage; Project No. 2017-D-3 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated April 25, 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
<b>Base Bid Section</b>					
1	MOBILIZATION	1.00	LS	\$ 3,850.00	\$ 3,850.00
2	REMOVE 60" CM PIPE	302.00	LF	\$ 20.00	\$ 6,040.00
3	60" RC PIPE	302.00	LF	\$ 238.25	\$ 71,951.50
4	60" RCP FLARED END SECTION	6.00	EA	\$ 2,755.00	\$ 16,530.00
5	CRUSHED ROCK EMBEDMENT	104.42	TON	\$ 43.75	\$ 4,568.38
6	BY-PASS PUMPING	1.00	LS	\$ 4,650.00	\$ 4,650.00
7	REMOVE & REPLACE DRIVEWAY	550.50	SY	\$ 57.60	\$ 31,708.80
8	REMOVE & REPLACE PCC CURB	194.00	LF	\$ 38.00	\$ 7,372.00
9	SAW CUTTING	234.00	LF	\$ 5.30	\$ 1,240.20
10	SEEDING, TYPE "B"	0.30	AC	\$ 4,600.00	\$ 1,380.00
11	BARRICADE, TYPE II	170.00	BDAY	\$ 1.70	\$ 289.00
12	BARRICADE, TYPE III	170.00	BDAY	\$ 4.25	\$ 722.50
13	TEMPORARY SIGN DAY	225.00	DAY	\$ 5.10	\$ 1,147.50
14	EROSION CONTROL BLANKET, CLASS 1D	1,425.00	SY	\$ 2.80	\$ 3,990.00
15	EROSION AND SEDIMENT CONTROL	1.00	LS	\$ 500.00	\$ 500.00
<b>Total Base Bid =</b>				<b>\$</b>	<b>155,939.88</b>

### Change Order No. 1

CO1-1	TIME EXTENSION	1.00	LS	\$ -	\$ -
<b>Total Change Order No. 1 =</b>				<b>\$</b>	<b>-</b>

### Change Order No. 2

CO2-1	CONCRETE COLLAR	2.00	EA	\$ 1,990.00	\$ 3,980.00
CO2-2	INSULATION & THERMAL TAP INSTALLATION	1.00	LS	\$ 2,350.00	\$ 2,350.00
CO2-3	WATERPROOFING 24 L.F. OF 60" PIPE	1.00	LS	\$ 1,998.00	\$ 1,998.00
<b>Total Change Order No. 2 =</b>				<b>\$</b>	<b>8,328.00</b>

**Change Order No. 3**

CO3-1	DEWATERING	1.00	LS	\$ 8,000.00	\$ 8,000.00
<b>Total Change Order No. 3 =</b>					<b>\$ 8,000.00</b>

<b>Grand Total =</b>	<b>\$ 172,267.88</b>
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**Additional Costs:**

The Grand Island Independent	Advertising	\$ 109.47
Olsson Associates	Construction Observation	\$ 5,410.62
Additional Costs =		\$ 5,520.09

<b>Grand Total =</b>	<b>\$ 177,787.97</b>
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I hereby recommend that the Engineer's Certificate of Final Completion for North Broadwell Avenue Drainage; Project No. 2017-D-3 be approved.

\_\_\_\_\_  
John Collins – City Engineer/Public Works Director

\_\_\_\_\_  
Jeremy L. Jensen – Mayor



R E S O L U T I O N   2018-22

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for North Broadwell Avenue Drainage; Project No. 2017-D-3 certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$172,267.88; and

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

WHEREAS, additional project costs equate to \$5,520.09, as shown

***ADDITIONAL COSTS***

The Grand Island Independent	Advertising	\$	109.47
Olsson Associates	Construction Observation	\$	5,410.62
<b>Additional Costs =</b>		<b>\$</b>	<b>5,520.09</b>

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 North Broadwell Avenue Drainage; Project No. 2017-D-3, in the amount of \$177,787.97 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 23, 2018**

**Council Session**

## **Item G-16**

**#2018-23 - Approving Certificate of Final Completion for Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** January 23, 2018

**Subject:** Approving Certificate of Final Completion for Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5

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

## **Background**

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$1,050,993.15 contract for construction of Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5 on December 13, 2016 via Resolution No. 2016-303.

The project consisted of removing approximately 1250' of the Adams Street roadway north of Stolley Park Road and replacing with concrete pavement. The roadway was widened from 24' to 37' for a 3-lane section with improved drainage and elimination of the ditch section. A traffic signal at the intersection of Adams Street and Stolley Park Road was also included in the project.

Work commenced on February 2017 and was completed on August 1, 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 \$7,988.25, for a total cost of \$1,043,004.90. Additional project costs are shown below.

### ***ADDITIONAL COSTS***

The Grand Island Independent	Advertising	\$ 232.60
Olsson Associates	Construction Observation	\$ 96,313.91
Hall County Register of Deeds	Filing	\$ 192.00

**Additional Costs = \$ 96,738.51**

## **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 Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5  
CITY OF GRAND ISLAND, NEBRASKA  
January 23, 2018

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

This is to certify that Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated December 13, 2016. 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
<b>Bid Section "A" - Adams Street Paving Project No. 2016-P-2</b>					
1	BUILD 8" DOWELED P.C. CONCRETE	6,314.00	SY	\$ 46.55	\$ 293,916.70
2	BUILD 8" P.C. CONCRETE PAVING	2,361.00	SY	\$ 42.10	\$ 99,398.10
3	BUILD 8" P.C. IMPRINTED COLOR CONCRETE	681.00	SY	\$ 78.15	\$ 53,220.15
4	BUILD 6" P.C. CONCRETE SIDEWALK/TRAIL	17,483.00	SF	\$ 4.80	\$ 83,918.40
5	BUILD 8" P.C. IMPRINTED COLOR CONCRETE SAMPLE PAD	2.00	EA	\$ 675.00	\$ 1,350.00
6	ADJUST WATER VALVE TO GRADE	2.00	EA	\$ 115.00	\$ 230.00
7	ADJUST SANITARY SEWER MANHOLE TO GRADE	1.00	EA	\$ 700.00	\$ 700.00
8	TRAFFIC CONTROL	1.00	LS	\$ 4,400.00	\$ 4,400.00
9	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$ 39,300.00	\$ 39,300.00
10	EARTHWORK	1.00	LS	\$ 112,500.00	\$ 112,500.00
11	OVER EXCAVATION	550.00	CY	\$ 6.80	\$ 3,740.00
12	SEDIMENT AND EROSION CONTROL	1.00	LS	\$ 2,050.00	\$ 2,050.00
13	CURB INLET PROTECTOR	120.00	LF	\$ 22.60	\$ 2,712.00
14	SILT FENCE - INLET PROTECTION	40.00	LF	\$ 6.35	\$ 254.00
15	SEEDING	1.30	AC	\$ 3,550.00	\$ 4,615.00
16	INSTALL 6" SCHEDULE 40 PVC CONDUIT	63.00	LF	\$ 11.25	\$ 708.75
17	INSTALL 4" SCHEDULE 40 PVC CONDUIT	357.00	LF	\$ 9.50	\$ 3,391.50
18	DEWATERING	1.00	LS	\$ 1.00	\$ 1.00
<b>Total Bid Section "A" =</b>					<b>\$ 706,405.60</b>

<b>Bid Section "B" - Storm Sewer Paving Project No. 2016-P-2</b>					
19	BUILD TYPE "D" MODIFIED CURB INLET	6.00	EA	\$ 2,865.00	\$ 17,190.00
20	BUILD STORM SEWER JUNCTION BOX	5.00	EA	\$ 4,360.00	\$ 21,800.00
21	BUILD STORM SEWER AREA INLET	1.00	EA	\$ 3,355.00	\$ 3,355.00
22	15" REINFORCED CONCRETE STORM SEWER PIPE	173.00	LF	\$ 48.90	\$ 8,459.70

23	18" REINFORCED CONCRETE STORM SEWER PIPE	20.00	LF	\$ 52.65	\$ 1,053.00
24	24" REINFORCED CONCRETE STORM SEWER PIPE	531.00	LF	\$ 53.25	\$ 28,275.75
25	36" REINFORCED CONCRETE STORM SEWER PIPE	563.00	LF	\$ 80.60	\$ 45,377.80
26	BUILD STORM SEWER PLUG	1.00	EA	\$ 125.00	\$ 125.00
27	WATERPROOF STORM SEWER INLET	0.00	EA	\$ 500.00	\$ -
<b>Total Bid Section "B" =</b>					<b>\$ 125,636.25</b>

<b>Bid Section "C" - Pavement Marking Paving Project No. 2016-P-2</b>					
28	4" YELLOW POLYUREA PAVEMENT MARKING, GROOVED	4,569.00	LF	\$ 3.00	\$ 13,707.00
29	12" YELLOW POLYUREA PAVEMENT MARKING, GROOVED	200.00	LF	\$ 9.00	\$ 1,800.00
30	4" WHITE POLYUREA PAVEMENT MARKING, GROOVED	625.00	LF	\$ 3.00	\$ 1,875.00
31	12" WHITE POLYUREA PAVEMENT MARKING, GROOVED	146.00	LF	\$ 9.00	\$ 1,314.00
32	24" WHITE POLYUREA PAVEMENT MARKING, GROOVED	476.00	LF	\$ 19.50	\$ 9,282.00
33	ARROW, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	10.00	EA	\$ 300.00	\$ 3,000.00
34	4" YELLOW PAINTED PAVEMENT MARKING, GROOVED	0.00	LF	\$ 3.00	\$ -
35	4" WHITE PAINTED DASHED PAVEMENT MARKING, GROOVED	0.00	LF	\$ 3.00	\$ -
36	4" YELLOW PAINTED PAVEMENT MARKING, UNGROOVED	0.00	LF	\$ 3.00	\$ -
37	12" YELLOW PAINTED PAVEMENT MARKING, UNGROOVED	0.00	LF	\$ 9.00	\$ -
38	4" WHITE PAINTED PAVEMENT MARKING, UNGROOVED	0.00	LF	\$ 3.00	\$ -
39	12" WHITE PAINTED PAVEMENT MARKING, UNGROOVED	0.00	LF	\$ 9.00	\$ -
40	24" WHITE PAINTED PAVEMENT MARKING, UNGROOVED	0.00	LF	\$ 19.50	\$ -
41	ARROW, PAINTED PAVEMENT MARKING, UNGROOVED	0.00	EA	\$ 300.00	\$ -
42	REMOVE AND RESET SIGN	3.00	EA	\$ 110.00	\$ 330.00
43	SIGN POST	24.00	EA	\$ 140.00	\$ 3,360.00
44	TRAFFIC SIGN - PER PLAN	30.00	EA	\$ 120.00	\$ 3,600.00
<b>Total Bid Section "C" =</b>					<b>\$ 38,268.00</b>

Bid Section "D" - Removals Paving Project No. 2016-P-2					
45	REMOVE ASPHALT PAVING	3,943.00	SY	\$ 3.40	\$ 13,406.20
46	REMOVE CONCRETE SIDEWALK	7,684.00	SF	\$ 0.55	\$ 4,226.20
47	REMOVE CONCRETE PAVING	822.00	SY	\$ 4.85	\$ 3,986.70
48	REMOVE CONCRETE CURB AND GUTTER	1,159.00	SF	\$ 0.50	\$ 579.50
49	REMOVE DECORATIVE BRICK STRUCTURES	2.00	EA	\$ 315.00	\$ 630.00
50	REMOVE TREE	32.00	EA	\$ 415.00	\$ 13,280.00
Total Bid Section "D" =				\$	36,108.60

Bid Section "E" - Traffic Signal Paving Project No. 2016-P-2					
51	REMOVE PEDESTRIAN SIGNAL	1.00	EA	\$ 2,205.00	\$ 2,205.00
52	2 IN. CONDUIT IN TRENCH	380.00	LF	\$ 4.35	\$ 1,653.00
53	3 IN. CONDUIT IN TRENCH	152.00	LF	\$ 7.50	\$ 1,140.00
54	2 IN. CONDUIT JACKED	274.00	LF	\$ 15.90	\$ 4,356.60
55	3 IN. CONDUIT JACKED	147.00	LF	\$ 16.90	\$ 2,484.30
56	PULL BOX, TYPE PB-2	3.00	EA	\$ 1,430.00	\$ 4,290.00
57	PULL BOX, TYPE PB-6	2.00	EA	\$ 635.00	\$ 1,270.00
58	SERVICE METER AND PEDESTAL	1.00	EA	\$ 475.00	\$ 475.00
59	TRAFFIC SIGNAL CONTROLLER TYPE TC-NEMA	1.00	EA	\$ 19,675.00	\$ 19,675.00
60	PEDESTAL POLE, PP-10	2.00	EA	\$ 1,210.00	\$ 2,420.00
61	COMBINATION MAST ARM SIGNAL AND LIGHT POLE, TYPE CMP-25-12	1.00	EA	\$ 4,350.00	\$ 4,350.00
62	COMBINATION MAST ARM SIGNAL AND LIGHT POLE, TYPE CMP-30-12	1.00	EA	\$ 4,545.00	\$ 4,545.00
63	COMBINATION MAST ARM SIGNAL AND LIGHT POLE, TYPE CMP-40-12	2.00	EA	\$ 5,230.00	\$ 10,460.00
64	TRAFFIC SIGNAL, TYPE TS-I, T36	4.00	EA	\$ 925.00	\$ 3,700.00
65	TRAFFIC SIGNAL, TYPE TS-IA, T31	4.00	EA	\$ 925.00	\$ 3,700.00
66	TRAFFIC SIGNAL, TYPE TS-ILC, T35	3.00	EA	\$ 925.00	\$ 2,775.00
67	TRAFFIC SIGNAL, TYPE TS-ILD, T49	1.00	EA	\$ 1,065.00	\$ 1,065.00
68	PEDESTRIAN SIGNAL, TYPE PS-1, T19	8.00	EA	\$ 680.00	\$ 5,440.00
69	PEDESTRIAN PUSH BUTTON, TYPE PPB	8.00	EA	\$ 225.00	\$ 1,800.00
70	VIDEO DETECTION CAMERA	4.00	EA	\$ 5,150.00	\$ 20,600.00
71	GPS SIGNAL PREEMPTION SYSTEM	1.00	EA	\$ 9,695.00	\$ 9,695.00
72	STREET NAME SIGN	4.00	EA	\$ 840.00	\$ 3,360.00
73	LUMINAIRE	4.00	EA	\$ 435.00	\$ 1,740.00
74	3/C #14 AWG, PEDESTRIAN PUSH BUTTON CABLE	844.00	LF	\$ 3.30	\$ 2,785.20
75	20/C #14 AWG, TRAFFIC SIGNAL CABLE	385.00	LF	\$ 4.85	\$ 1,867.25
76	CAMERA DETECTOR CABLE	385.00	LF	\$ 2.60	\$ 1,001.00
77	#6 SERVICE CABLE	85.00	LF	\$ 1.50	\$ 127.50
78	#10 STREET LIGHTING CABLE	482.00	LF	\$ 1.20	\$ 578.40
79	#8 GROUNDING CONDUCTOR	341.00	LF	\$ 1.20	\$ 409.20
80	GPS PREEMPTION CABLE	135.00	LF	\$ 1.20	\$ 162.00

81	2/C #14 AWG, TRAFFIC SIGNAL CABLE	400.00	LF	\$ 1.20	\$ 480.00
82	5/C #14 AWG, TRAFFIC SIGNAL CABLE	400.00	LF	\$ 1.75	\$ 700.00
83	7/C #14 AWG, TRAFFIC SIGNAL CABLE	400.00	LF	\$ 2.00	\$ 800.00
84	FOOTING SLEEVE	0.00	EA	\$ 490.00	\$ -
85	CONFIRMATION BEACON	4.00	EA	\$ 355.00	\$ 1,420.00
<b>Total Bid Section "E" =</b>					<b>\$ 123,529.45</b>

**Bid Section "F" - Water Main Project No. 2016-W-5**

86	10" D.I. WATER MAIN	45.50	LF	\$ 134.00	\$ 6,097.00
87	10" 45°M.J. BEND	4.00	EA	\$ 1,040.00	\$ 4,160.00
88	10" RETAINER GLAND	8.00	EA	\$ 145.00	\$ 1,160.00
89	1" CORPORATION STOP	2.00	EA	\$ 730.00	\$ 1,460.00
90	1" PLUG	2.00	EA	\$ 90.00	\$ 180.00
91	TEMPORARY SURFACING - 6"	0.00	SY	\$ 40.00	\$ -
<b>Total Bid Section "F" =</b>					<b>\$ 13,057.00</b>

<b>Grand Total =</b>					<b>\$ 1,043,004.90</b>
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**Additional Costs:**

The Grand Island Independent	Advertising	\$ 232.60
Olsson Associates	Construction Observation	\$ 96,313.91
Hall County Register of Deeds	Filing	\$ 192.00
Additional Costs =		\$ 96,738.51

<b>Grand Total =</b>					<b>\$1,139,743.41</b>
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I hereby recommend that the Engineer's Certificate of Final Completion for Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5 be approved.

\_\_\_\_\_  
John Collins – City Engineer/Public Works Director

\_\_\_\_\_  
Jeremy L. Jensen – Mayor



R E S O L U T I O N   2018-23

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5 certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$1,043,004.90; and

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

WHEREAS, additional project costs equate to \$96,738.51, as shown

***ADDITIONAL COSTS***

The Grand Island Independent	Advertising	\$	232.60
Olsson Associates	Construction Observation	\$	96,313.91
Hall County Register of Deeds	Filing	\$	192.00

**Additional Costs = \$  
96,738.51**

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 Adams Street Paving Project No. 2016-P-2 and Water Main Project No. 2016-W-5, in the amount of \$1,139,743.41 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	<input type="checkbox"/>	_____
January 19, 2018	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-17

**#2018-24 - Approving Revisions to the Grand Island Metropolitan Planning Organization (GIAMPO) Designation Agreement**

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

# **Council Agenda Memo**

**From:** Allan Zafft AICP, MPO Program Manager

**Meeting:** January 23, 2018

**Subject:** Approving Revisions to the Grand Island Metropolitan Planning Organization (GIAMPO) Designation Agreement

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

## **Background**

In March 2012 the City of Grand Island and the surrounding area was identified as a census defined Urbanized Area. Census defined Urbanized Areas are required by the Federal Surface Transportation Act to form a Metropolitan Planning Organization (MPO) within one year of being declared urbanized.

On February 12, 2013, via Resolution No. 2013-44, City Council approved an agreement with the State of Nebraska to create the Grand Island Area Metropolitan Planning Organization (GIAMPO). Such agreement established the MPO boundary, the decision making authority for the MPO through the Policy Board, the recommendation committee with the Technical Advisory Committee (TAC), and staffing to support the services of the MPO.

## **Discussion**

It is requested at this time changes be made in the voting members on both the Policy Board and Technical Advisory Committee (TAC), as follows:

- Reduce the number of Grand Island City Council members from 4 to 3 on the Policy Board to address the difficulty of keeping all four (4) filled; and
- Change the one representative appointed by the Board of the Central Nebraska Regional Airport from a non-voting to voting member on the Technical Advisory Committee to address the need to have representation from all modes of transportation; and
- Add the City Transit Program Manager as a voting member on the Technical Advisory Committee to address the need to have representation from all modes of transportation.

Federal regulations require re-designation of an MPO whenever there is a substantial change in the proportion of voting members, 23 CFR 450.310(j)(1), making a re-designation agreement necessary. Federal regulations do not specifically identify who

shall be on a board or committee or who shall be voting or not; the regulations permit membership and voting to be agreed upon by the Governor and the local government. Therefore, the regulations do not prohibit changing the voting members as planned here.

### **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 revisions to the Grand Island Area Metropolitan Planning Organization (GIAMPO) designation agreement.

### **Sample Motion**

Move to approve the resolution.

## **GRAND ISLAND AREA METROPOLITAN PLANNING ORGANIZATION REDESIGNATION AGREEMENT**

This Grand Island Area Metropolitan Planning Organization (GIAMPO) Redesignation Agreement is entered into and becomes effective on this \_\_\_\_ day of \_\_\_\_ 2018.

**WHEREAS**, the parties to this GIAMPO Redesignation Agreement are committed to establishing and maintaining an effective partnership to undertake a continuing, cooperative, and comprehensive transportation planning process within the metropolitan Grand Island planning area that results in plans and programs that consider all surface transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, multimodal transportation system that facilitates the efficient and economic movement of people and goods; and

**WHEREAS**, the City of Grand Island was declared an urbanized area on March 27, 2012; and

**WHEREAS**, the 2013 GIAMPO Designation Agreement between the State of Nebraska and the City of Grand Island, Nebraska designated the Grand Island Area Metropolitan Planning Organization as the MPO for the Grand Island metropolitan planning area to carry out the required continuing, cooperative, and comprehensive transportation planning process; and

**WHEREAS**, 23 USC § 134(d) and 49 USC § 5303(d) require the Governor of the State of Nebraska, and unit(s) of general purpose local government representing at least seventy-five percent (75%) of a metropolitan area's population to designate or re-designate a metropolitan planning organization for each urbanized area with a population exceeding 50,000 and the Grand Island urbanized area does exceed the population threshold; and

**WHEREAS**, this GIAMPO Redesignation Agreement serves to re-designate the Grand Island Area Metropolitan Planning Organization as the MPO for the Grand Island metropolitan planning; and

**WHEREAS**, the 2013 GIAMPO Designation Agreement identified the metropolitan planning area boundary, which will be utilized under this GIAMPO Redesignation Agreement and that this boundary includes the entire urbanized area as designated by the U.S. Census Bureau following the most recent decennial census; and

**WHEREAS**, federal regulations pursuant to 23 CFR § 450.308 and 23 CFR 450.310 require specific agreements to be executed by Governor, the metropolitan planning organization and public transit providers, and this GIAMPO Redesignation Agreement as supplemented with annual Unified Planning Work Programs (UPWP) satisfies those requirements; and

**WHEREAS**, the Governor, and unit(s) of general purpose local government representing at least seventy-five percent (75%) of the affected metropolitan population, including the City of Grand Island as the central city as designated by the U.S. Census Bureau, have signed this GIAMPO Redesignation Agreement, which is supplemented with a Memorandum of Understanding between the Nebraska Department of Transportation (NDOT) and GIAMPO; and

**WHEREAS**, pursuant to 23 USC § 134(d) and 49 USC § 5303(d) the City of Grand Island, as the central city, and as the designated recipient of 49 USC § 5307 funds, desires to participate with NDOT in the GIAMPO Redesignation Agreement; and

**WHEREAS**, the Governor and the City of Grand Island are authorized by the laws of Nebraska to enter into interlocal and inter-jurisdictional agreements.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations herein, the parties agree to re-designate the metropolitan planning organization as required by 23 USC § 134(d) and 49 USC § 5303(d) for the metropolitan Grand Island planning area as set forth below.

## **ARTICLE 1: Parties**

**Section A:** The parties are as follows:

- the **STATE OF NEBRASKA**, acting by and through the Nebraska Department of Transportation, herein referred to as “NDOT” and the **CITY OF GRAND ISLAND, NEBRASKA**, a city of the first class organized under the laws of Nebraska and the central city for the Grand Island urbanized area as designated by the U.S. Census Bureau following the most recent decennial census, hereinafter referred to as “Grand Island” or the “City of Grand Island.”

**Section B:** All parties identified in Section A above must sign this GIAMPO Redesignation Agreement for it to become effective. The GIAMPO Redesignation Agreement will become effective upon all parties signing.

## **ARTICLE 2: Definitions**

The following words when used in the GIAMPO Redesignation Agreement shall have the following meanings:

- **Comprehensive** as used as in “continuing, cooperative, and comprehensive transportation planning process” shall mean that all modes of surface transportation shall be considered and that have the interaction between the surface transportation systems with land use, the environment, and natural and human environment will be considered as part of the planning process.

- **Continuing** as used as in “continuing, cooperative, and comprehensive transportation planning process” shall mean that the LRTP, TIP, and UPWP are updated and adopted on time and that the Policy Board of the GIAMPO and its committees shall meet regularly to identify, discuss, and act on regional transportation planning and programming priorities.
- **Cooperative** as used as in “continuing, cooperative, and comprehensive transportation planning process” shall mean that all parties to this GIAMPO Redesignation Agreement as well as elected officials representing residents within the metropolitan Grand Island planning area will have the opportunity to provide meaningful input into the planning process and will work together to achieve common goals and objectives.
- **FHWA** means and refers to the Federal Highway Administration.
- **FTA** means and refers to the Federal Transit Administration.
- **Long Range Transportation Plan (LRTP)** means and refers to the regional transportation plan developed by the GIAMPO in cooperation with the NDOT that considers all surface and transportation modes and supports metropolitan community development and social goals which leads to the development and operation of an integrated, multimodal transportation system that facilitates the efficient and economic movement of people and goods as required by 23 USC § 134(i) and 49 USC § 5303.
- **Metropolitan Grand Island Planning Area Boundary** means and refers to the planning area as delineated by agreement between the Governor and the Grand Island Area Metropolitan Planning Organization (GIAMPO) and must contain at minimum the entire urbanized area as delineated by the U.S. Census Bureau following the most recent decennial census plus that area forecast to become urbanized as required in 23 USC § 134(b)(1) and 49 USC § 5303(b)(1), which shall be subject to the Metropolitan Planning Organization’s planning authority under USC § 134 and 49 USC § 5303, 5304, and 5306.
- **GIAMPO** means and refers to the Grand Island Area Metropolitan Planning Organization.
- **GIAMPO Redesignation Agreement** means and refers to this instrument, as amended from time to time.
- **Parties** shall mean collectively all entities as described in Article 1, Section A.
- **Transportation Improvement Program (TIP)** is the staged four year program or transportation improvement projects developed by the GIAMPO in cooperation with the NDOT and which is consistent with the Long Range Transportation Plan and developed pursuant to Title 23 § 134(j), 49 USC § 5304.
- **Unified Planning Work Program (UPWP)** is the annual program developed by the GIAMPO in cooperation with the NDOT that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR § 450.314 and 23 CFR § 420.

### ARTICLE 3: Purpose

**Section A:** The GIAMPO is hereby re-designated by the Governor and unit(s) of general purpose local government representing at least seventy-five (75%) of the

affected metropolitan population to undertake the continuing, cooperative, and comprehensive transportation planning process required by 23 USC § 134(d) and 49 USC § 5303(d).

**Sub-section 1:** The GIAMPO shall serve as the forum for conducting the required continuing, cooperative, and comprehensive transportation planning process within the metropolitan Grand Island planning area as required by 23 USC § 134 and 49 USC § 5303, 5304, 5306 by:

- (a) Fostering a mutual understanding among the parties to this GIAMPO Redesignation Agreement and other local officials representing residents within the metropolitan Grand Island planning area about how transportation policy decisions affect community development patterns, natural and human environment, and the physical environment within the metropolitan Grand Island planning area.
- (b) Fostering a mutual understanding among the parties to this GIAMPO Redesignation Agreement and other local officials representing residents within the metropolitan Grand Island planning area about how local land use decisions can have regional transportation impacts.
- (c) Recognizing that mutual adjustment of individual plans and programs by the parties to this GIAMPO Redesignation Agreement and plans and programs of other local government jurisdictions may be necessary to accomplish metropolitan-wide community development and transportation goals and objectives.

**Sub-section 2:** The GIAMPO shall develop transportation plans and programs as required by 23 USC § 134 and 49 USC § 5304 in cooperation with the NDOT that provide for the development of transportation facilities that will function as an integrated, multimodal transportation system.

**Sub-Section 3:** The GIAMPO shall assure eligibility for the receipt of federal surface transportation funds under Title 23 USC and Title 49 USC within the metropolitan Grand Island planning area.

**Section B:** The GIAMPO is intended to be in the forum for cooperative decision making by officials of the governmental entities and major transportation providers which are party to the GIAMPO Redesignation Agreement and/or are representing residents in the metropolitan Grand Island planning area in the development of transportation-related plans and programs, including but not limited to:

- (i) Long Range Transportation Plan (LRTP)
- (ii) Transportation Improvement Program (TIP)
- (iii) Unified Planning Work Program (UPWP)
- (iv) Public Involvement Plan



- (v) Performing such other tasks presently or hereafter required by state or federal law or regulations.
- (vi) Performing such other tasks as approved by the Policy Board of the GIAMPO. (See Article 4).

**Section C:** It is the intent of the parties to this GIAMPO Redesignation Agreement to strive for the highest standards of professional quality in developing the Long Range Transportation Plan, the Transportation Improvement Program, the Unified Planning Work Program, the Public Involvement Plan, and other metropolitan transportation planning and programming products. The Policy Board for the GIAMPO shall adopt positive criteria to evaluate both the products and processes of the GIAMPO. These criteria shall be used on an on-going basis to evaluate the effectiveness of the GIAMPO in meeting its obligations as the MPO for this region.

#### **ARTICLE 4: Policy Board**

**Section A:** A Policy Board for the GIAMPO is hereby created and established.

**Sub-Section 1:** The voting membership of the Policy Board shall be as follows:

- (a) The Mayor of Grand Island.
- (b) Three members of the Grand Island City Council recommended by the Mayor and approved by the City Council with other annual boards and commissions appointments.
- (c) Two members of the Hall County Board of Supervisors who reside within the metropolitan transportation planning area, selected by the County Board of Supervisors/Commissioners.
- (d) The Chair of the Hall County Regional Planning Commission, or a designee from the Hall County Regional Planning Commission, selected by the Planning Commission, and who resides within the metropolitan transportation planning area.
- (e) The NDOT Director-State Engineer, or designee.

**Sub-Section 2:** The Ex-Officio (non-voting) membership on the Policy Board shall be as follows:

- (a) The FHWA Nebraska Division Administrator or designee.
- (b) The FTA Region VII Administrator or designee.
- (c) Other members as approved by a majority vote of the Policy Board.

Ex-Officio members for the Policy Board shall have the right to fully participate in the meetings of the Policy Board, except that they shall not be entitled to vote on matters before the Policy Board.

**Section B:** The Policy Board shall develop and approve bylaws that will govern the operation of the Policy Board within six months of the date of this GIAMPO Redesignation Agreement. Such bylaws will at a minimum provide for:

**Sub-section 1:** The Mayor of Grand Island shall serve as the Chair of the MPO Policy Board and preside over meetings of the Policy Board.

**Sub-section 2:** Frequency and place of regularly scheduled meetings of the Policy Board.

**Sub-section 3:** Method of conducting meetings of the Policy Board.

**Sub-section 4:** A process for the election of a vice-chair to serve in the absence of the Mayor.

**Section C:** The voting and Ex Officio memberships of the Policy Board and any of its sub-committees created under Article 5 below will be reviewed following each U.S. decennial census. Adjustments will be made based on the following:

**Sub-section 1:** Expansion of the Grand Island urbanized area by the U.S. Census Bureau.

**Sub-section 2:** Significant shift in population among the various cities and the county as documented by the U.S. Census Bureau.

**Sub-section 3:** Land use forecasts developed by the various cities and counties within the metropolitan Grand Island planning area accepted and/or modified by the Policy Board of the GIAMPO.

## **ARTICLE 5: Duties and Responsibilities**

**Section A:** The Policy Board shall have the authority to take action to effectuate its powers, responsibilities, and obligations enumerated herein; provided that said rules do not conflict with applicable state or federal laws and regulations.

**Section B:** The Policy Board shall have the authority to direct staff assigned to the GIAMPO to work on specific planning and programming activities as described in the annual UPWP.

**Section C:** The Policy Board, in cooperation with the NDOT, shall carry out the metropolitan planning process as required by 23 USC § 134, 49 USC § 5303, 5304, 5306, 23 CFR § Part 450, and 49 CFR Part 613, Subpart A.

**Section D:** The Policy Board and the Governor shall by agreement delineate the metropolitan Grand Island planning area. The map of the metropolitan transportation planning area shall be Exhibit A attached to this GIAMPO Redesignation Agreement and is incorporated by reference and made a part of this GIAMPO Redesignation Agreement.

**Section E:** The Policy Board shall assist the NDOT with adjusting the boundaries of the Grand Island urbanized area for functional classification purposes and shall assist the NDOT with functionally classifying roads with the metropolitan planning area.

**Section F:** The Policy Board shall perform such other tasks presently or hereafter required by state or federal law.

**Section G:** The Policy Board and the NDOT shall jointly develop and adopt criteria for annually certifying to the FHWA and FTA that the planning process is addressing the major issues facing the metropolitan Grand Island planning area and that the process is being conducted in accordance with all applicable requirements as specified in 23 USC § 134, 49 USC § 5303, 5304, 5306, 23 CFR Part 450, and 49 CFR Part 613.

**Section H:** The Policy Board shall develop and adopt project selection criteria for including all federally funded surface transportation projects in the TIP and LRTP. The Policy Board shall develop and adopt project selection criteria for including all regionally significant projects, regardless of funding source, in the TIP and LRTP. The criteria will include both a process for soliciting projects from parties to this GIAMPO Redesignation Agreement and from other interested parties and criteria for evaluating the projects proposed. When one unit of government or operator of a major mode of transportation proposes a project to be included in the LRTP or TIP that will directly impact another unit of government or operator of a major mode of transportation, the criteria will require coordination at the earliest possible stage of the process before the project is included in either the LRTP or TIP.

**Section I:** The Policy Board shall conduct the required continuing, cooperative, and comprehensive, transportation planning process as required by 23 USC § 134, 49 USC § 5303 and 5304.

## **ARTICLE 6: Sub-committees**

**Section A:** A Technical Advisory Committee, hereinafter referred to as “TAC,” is hereby created.

**Sub-section 1:** The voting membership of the TAC shall be as follows:

- (a) Grand Island Public Works Director.
- (b) Grand Island City Administrator.
- (c) Grand Island Manager of Engineering Services.
- (d) Grand Island Transit Program Manager
- (e) Hall County Regional Planning Director.
- (f) Hall County Public Works Director.

- (g) Two representatives from NDOT; the Intermodal Planning Engineer or designee and the District Four Engineer.
- (h) Merrick County Public Works Director or Highway Superintendent
- (i) One representative from the Village of Alda.
- (j) One representative appointed by the Board of the Central Nebraska Regional Airport.
- (k) Other individuals designated by the Policy Board.

**Sub-section 2:** The Ex-Officio (non-voting) membership of the TAC shall be as follows:

- (a) FHWA Nebraska Division Transportation Planner or designee.
- (b) FTA Region VII Transportation Planner or designee.
- (c) NDOT Local Projects Division Urban Engineer.
- (d) Grand Island Finance Director.
- (e) One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies, other rail system operators may be added by the policy board as needed.
- (f) One representative from the Grand Island Area Chamber of Commerce.
- (g) One representative from the Grand Island Area Economic Development Corporation.
- (h) Other individuals selected by the voting membership of the TAC and approved by the Policy Board.

Ex Officio members of the TAC shall have the right to fully participate in the meetings of the TAC, except that they shall not be entitled to vote on matters before the TAC.

**Sub-section 3:** The TAC shall develop and approve bylaws that will govern the operation of the TAC within six months of the date of this GIAMPO Designation Agreement which shall be approved by the Policy Board. Such bylaws will at a minimum provide for:

- (a) A process for the election of a chair and vice-chair to preside over the meetings of the TAC.
- (b) Place of regularly scheduled meetings of the TAC.
- (c) Method of conducting meetings of the TAC.
- (d) The Hall County Regional Planning Director shall serve as the first chair of the TAC. Subsequent chairs of the TAC shall be selected in accordance with the process established in the bylaws of the TAC.

**Sub-section 4:** The responsibilities of the TAC shall be to advise the Policy Board on matters pertaining to the GIAMPO. The members of the TAC shall also be required to assist the GIAMPO with collecting information,

performing technical reviews, formulating recommendations, setting priorities, and other matters as directed by the Policy Board.

**Section B:** The Policy Board may create additional sub-committees to advise it as part of the metropolitan transportation planning process.

## **ARTICLE 7: Staff Support Services**

**Section A:** The City of Grand Island shall provide staff support services to the GIAMPO. Hiring and personnel management shall be consistent with the City of Grand Island personnel policies.

**Section B:** The designated City Department Director along with the Human Resources Department shall establish criteria to evaluate the performance of staff support services. Staff shall be reviewed by the Department Director or their assigned management personnel on an annual basis.

**Section C:** The Policy Board and the NDOT both reserve the right to review the work performed by the staff of GIAMPO. Should either the Policy Board or the NDOT believe that the staff support services are inadequate, they shall in writing notify the Department Director of the GIAMPO the deficiency and provide a reasonable opportunity to cure.

**Section D:** GIAMPO staff shall serve as Secretary to the Policy Board and the sub-committees of the GIAMPO. This shall include preparing meeting agenda, keeping meeting minutes, and other work as specified in the position description for employees or contract for contracted staff services.

**Section E:** The specific staff support services to be performed will be described in the annual UPWP.

## **ARTICLE 8: Unified Planning Work Program (UPWP)**

**Section A:** The UPWP shall:

- Describe in detail the responsibilities for each of the cooperative partners (i.e., GIAMPO and NDOT) in the metropolitan transportation planning process.
- Discuss in detail the transportation planning priorities for the upcoming year.
- Establish major milestones for years two through five to ensure that the long range transportation plan (LRTP) and transportation improvement program (TIP) will be updated in time.
- Describe in detail the work plan for the staff of the GIAMPO.
- Be developed cooperatively by the Policy Board and the NDOT.
- Contain the annual budget, including funding sources for the GIAMPO.

- Be in a format specified by the NDOT.

## **ARTICLE 9: Miscellaneous**

**Section A:** This GIAMPO Redesignation Agreement may be amended from time to time by agreement of the parties required to sign this GIAMPO Redesignation Agreement as specified in Article 1, Section A above.

**Section B:** The Policy Board and the NDOT shall review this GIAMPO Redesignation Agreement following each subsequent federal surface transportation act, which was most recently titled the Fixing America's Surface Transportation (FAST) Act which sunset on September 30, 2020. Any necessary changes to this GIAMPO Redesignation Agreement will be made following this review.

**Section C:** After this GIAMPO Redesignation Agreement goes into effect and by majority vote of the Policy Board of the GIAMPO, additional cities, counties, or operators of major modes of transportation may sign this GIAMPO Redesignation Agreement. The addition of cities and counties which will modify the GIAMPO metropolitan planning area will occur only by agreement of the Governor and with notice from the NDOT to both the FHWA and FTA.

**Section D:** This GIAMPO Redesignation Agreement may be terminated by any one of the parties identified in Article 1 Section A above for material breach of the terms of this agreement. The party initiating the termination of the agreement shall provide a written 90-day notice to the other parties of this agreement. Following the notice, another 90-day period will be given to repair the breach after which said period the agreement may be terminated.

**Section E:** For failure of the GIAMPO to comply with the requirements of 23 USC § 134, 49 USC § 5303 and 5304, 49 CFR Part 18, or the terms of this GIAMPO Redesignation Agreement as determined by the NDOT, the Governor reserves the right to:

- Withhold or reduce funding allocated to the GIAMPO in accordance with the formula developed by the NDOT and approved by FHWA and FTA.
- Withhold or reduce funds obligated in the UPWP for failure to adequately perform activities specified in the annual UPWP.
- Withhold the annual state certification of the GIAMPO planning process.
- Withhold or reduce funds for any material breach of the terms of the GIAMPO Redesignation Agreement.

**Section F:** Invalidation of any one of the provisions of this GIAMPO Redesignation Agreement by a court of competent jurisdiction, shall not affect any other provisions, all of which shall remain in full force and effect.

**Section G:** It is further understood that this GIAMPO Redesignation Agreement and all contracts entered into under the provisions of this GIAMPO Redesignation Agreement shall be binding upon the NDOT, GIAMPO, their successors in office.

**Section H:** It is expressly agreed that no third party beneficiaries are intended to be created by this GIAMPO Redesignation Agreement, nor do the parties herein authorize anyone not a party to this GIAMPO Redesignation Agreement to maintain a suit for damages pursuant to the perms or provisions of this GIAMPO Redesignation Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this GIAMPO Redesignation Agreement to be executed as of the date first above written.

Attest:

State of Nebraska

\_\_\_\_\_

\_\_\_\_\_  
Pete Ricketts  
Governor

Attest:

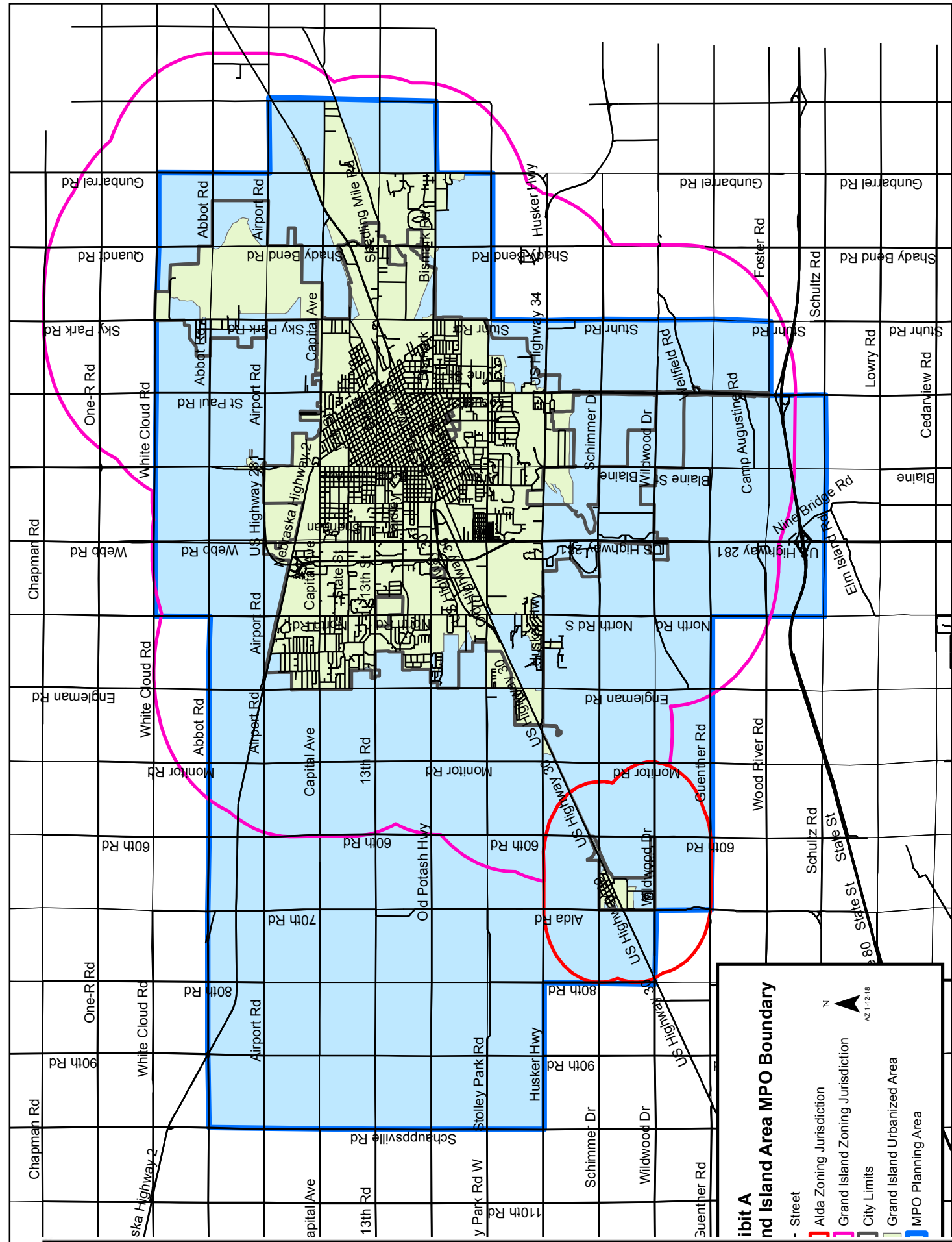
City of Grand Island, Nebraska

\_\_\_\_\_  
RaNae Edwards, Grand Island City Clerk

\_\_\_\_\_  
Jeremy Jensen  
Mayor

Approved:

\_\_\_\_\_  
City Attorney



**Exhibit A**  
**Grand Island Area MPO Boundary**

- Street

Alda Zoning Jurisdiction

Grand Island Zoning Jurisdiction

City Limits

Grand Island Urbanized Area

MPO Planning Area

N

AZ 1-12-18



## RESOLUTION 2018-24

WHEREAS, March 2012 the City of Grand Island and the surrounding area was identified as a census defined Urbanized Area; and

WHEREAS, on February 12, 2013, via Resolution No. 2013-44, City Council approved an agreement with the State of Nebraska to create the Grand Island Area Metropolitan Planning Organization (GIAMPO); and

WHEREAS, such agreement established the MPO boundary, the decision making authority for the MPO through the Policy Board, the recommendation committee with the Technical Advisory Committee (TAC), and staffing to support the services of the MPO; and

WHEREAS, it is requested to make changes in the voting members on both the Policy Board and Technical Advisory Committee (TAC), as follows:

- Reduce the number of Grand Island City Council members from 4 to 3 on the Policy Board; and
- Change the one representative appointed by the Board of the Central Nebraska Regional Airport from a non-voting to voting member on the Technical Advisory Committee; and
- Add the City Transit Program Manager as a voting member on the Technical Advisory Committee; and

WHEREAS, Federal regulations require re-designation of an MPO whenever there is a substantial change in the proportion of voting members, 23 CFR 450.310(j)(l), making a re-designation agreement necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the revisions to the Grand Island Area Metropolitan Planning Organization (GIAMPO) designation agreement are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign the re-designation agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-18

**#2018-25 - Approving Appointment of Interim Treasurer/Finance Director William Clingman**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** January 23, 2018

**Subject:** Appointment of Statutory Officers

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

According to Article III – Appointed and Hired Officials, Section 2-30 Officers; Appointive of the Grand Island City Code and Neb. Rev. Stat., §16-308, the Mayor is required to appoint statutory officers for his term. Statutory officers include:

- 1). City Administrator
- 2). City Attorney
- 3). City Clerk
- 4). City Engineer/Public Works Director
- 5). City Treasurer/Finance Director

These officers also must be approved by the City Council.

## **Discussion**

According to Grand Island City Code Section 2-30, I am requesting approval of William Clingman as the Interim Treasurer/Finance Director. Mr. Clingman presently serves as the Assistant Finance Director in the Finance Department. Mr. Clingman earned a Bachelor's Degree in Business Administration from Creighton University and a Masters of Business Administration Degree from Bellevue University. Mr. Clingman previously served as the Interim Treasurer/Finance Director from December 2014 to January 2016. Prior to his employment with the City of Grand Island Mr. Clingman held accounting positions for ConAgra Foods and the Kiewit Corporation.

## **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 Council is recommended to approve the appointment of Mr. Clingman.

### **Sample Motion**

Move to approve the appointment of William Clingman as the Interim Treasurer/Finance Director.

RESOLUTION 2018-25

WHEREAS, under Neb. Rev. Stat., §16-308, the office of Treasurer/Finance Director for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of Treasurer/Finance Director for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, the position will become vacant on January 26, 2018 and an interim appointment may be made; and

WHEREAS, the Mayor has recommended the appointment of William Clingman as Interim City Treasurer/Finance Director effective January 26, 2018 until such time as another appointment is made.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that William Clingman is hereby duly appointed Interim Treasurer/Finance Director for the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 23, 2018**

**Council Session**

## **Item G-19**

**#2018-26 – Approving Grant Acceptance from Firehouse Subs  
Safety Foundation, Inc.**

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

# **Council Agenda Memo**

**From:** Fire Chief Cory Schmidt  
**Meeting:** January 23, 2018  
**Subject:** Grant Acceptance  
**Presenter(s):** Fire Chief Schmidt and DC Hiemer

## **Background**

The Grand Island Fire Department is constantly seeking alternative funding methods to assist with purchasing needed items to help improve the safety of its personnel. In 2017, DC Hiemer applied for a grant offered by Firehouse Subs Safety Foundation, Inc. for the purchase of firefighter personal escape kits. The escape kits are used by firefighters when they have to make an emergency exit from an unsafe environment.

## **Discussion**

On January 2, the GIFD was notified that they were successful in their grant application with Firehouse Subs. GIFD was tentatively awarded \$26,918.00 for the purchase of 40 escape kits and accessories. Firehouse Subs Safety Foundation, Inc. will issue a check to the GIFD in the amount of \$26,918.00 if Council approves acceptance of the grant.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that Council approve the acceptance of the grant from Firehouse Subs Safety Foundation, Inc. in the amount of \$26,918.00.

### **Sample Motion**

Move to approve acceptance of the grant from Firehouse Subs Safety Foundation, Inc. in the amount of \$26,918.00 for the future purchase of 40 firefighter personal escape kits and accessories.





**Firehouse Subs Public Safety Foundation, Inc.**

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

**MEMO OF UNDERSTANDING- FUNDING AGREEMENT**

**January 15, 2018**

**Firehouse Subs Public Safety Foundation Responsibilities**

- Firehouse Subs Public Safety Foundation will award a check to **Grand Island Fire Department** for **\$26,918.00** to be used toward the direct purchase of **40 firefighter personal escape kits & accessories**.
- **All purchases must match the quantities and equipment approved in the original grant request. Failure to do so will put the grant in jeopardy.**

**Grand Island Fire Department Responsibilities**

1. A check will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request. If there is a change in either information, you must submit a W-9
2. If the mailing address where the check needs to be sent differs from the address on the submitted grant application, please email the Foundation with the correct mailing address
3. Confirm check has been received by emailing Firehouse Subs Public Safety Foundation at [procurementfoundation@firehousesubs.com](mailto:procurementfoundation@firehousesubs.com)
4. Purchase the approved equipment
5. Verify purchase by providing Firehouse Subs Public Safety Foundation with one of the following:
  - Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
  - A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
6. Provide Firehouse Subs Public Safety Foundation with all **SIGNED** packing slips confirming receipt of equipment
7. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
  - Please email [procurementfoundation@firehousesubs.com](mailto:procurementfoundation@firehousesubs.com) with notification of excess funds within 30 days of purchase
  - Excess funds will need to be returned to Firehouse Subs Public Safety Foundation within 90 days of purchase
8. If purchases exceed funding, **Grand Island Fire Department** is responsible for the additional amount

**VERY IMPORTANT:** Deadline for submitted documentation is September 1, 2018.

\_\_\_\_\_  
Firehouse Subs Public Safety Foundation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grand Island Fire Department Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grand Island Fire Department Representative Name (Print)

\_\_\_\_\_  
Date

RESOLUTION 2018-26

WHEREAS, the Grand Island Fire Department is constantly seeking alternative funding; and

WHEREAS, the GIFD applied for and was awarded a grant from Firehouse Subs Safety Foundation, Inc. in the amount of \$26,918.00; and

WHEREAS, if approved the grant will be used to purchase 40 firefighter escape kits and accessories from Fire Innovations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the acceptance of the grant from Firehouse Subs Safety Foundation Inc. in the amount of \$26,918.00 for the purchase of 40 firefighter escape kits and accessories.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item G-20

### **#2018-27 – Approving Purchase of Firefighter Personal Escape Kits and Accessories**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Fire Chief Cory Schmidt  
**Meeting:** January 23, 2018  
**Subject:** Firefighter Escape Kit Purchase  
**Presenter(s):** Fire Chief Schmidt and DC Hiemer

## **Background**

Grand Island Fire Department (GIFD) personnel are required to work in dangerous environments as part of their duties. During an emergency situation, a firefighter may need to escape from a window or other elevated position to seek safety. The GIFD identified a commercial escape system for individual firefighters and applied for a grant to help offset the cost to the City.

## **Discussion**

The GIFD was recently awarded a \$26,918.00 grant from Firehouse Subs Safety Foundation Inc. The grant was intended to purchase 40 firefighter personal escape kits and accessories. GIFD requests Council to authorize the purchase of the 40 firefighter personal escape kits and accessories from Fire Innovations for \$26,918.00.

## **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 moves to approve the purchase of 40 firefighter personal escape kits from Fire Innovations for the amount of \$26,918.00.

## **Sample Motion**

Move to approve the purchase of 40 firefighter personal escape kits from Fire Innovations for \$26,918.00.

R E S O L U T I O N   2018-27

WHEREAS, the Grand Island Fire Department completed a grant application to purchase 40 firefighter personal escape systems from Fire Innovations; and

WHEREAS, the Grand Island Fire Department was awarded a grant from Firehouse Subs Safety Foundation Inc. to purchase the 40 firefighter personal escape systems at a cost of \$26,918.00; and

WHEREAS, Council approved the acceptance of the grant from Firehouse Subs Safety Foundation Inc. in the amount of \$26,918.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the purchase of 40 firefighter personal escape kits and accessories from Fire Innovations for \$26,918.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
January 19, 2018	▣ City Attorney



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item I-1

**#2018-28 - Consideration of Request from Lakes Venture, LLC dba Fresh Thyme Farmers Market, 3535 West 13th Street, Suite 113 for a Class “C” Liquor License and Liquor Manager Designation for Richard Hodges, 405 N. 44th Street, Apt. #1118, Lincoln, Nebraska**

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-28

WHEREAS, an application was filed by Lakes Venture, LLC doing business as Fresh Thyme Farmers Market, 3535 West 13<sup>th</sup> Street, Suite 113 for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on January 13, 2018; such publication cost being \$18.99; and

WHEREAS, a public hearing was held on January 23, 2018 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 Robert Hodges, 405 N. 44<sup>th</sup> Street, Apt. #1118, Lincoln, Nebraska as liquor manager of such business contingent upon completing a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 23, 2018.

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

Attest:

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

Approved as to Form	☐ _____
January 19, 2018	☐ City Attorney



# City of Grand Island

Tuesday, January 23, 2018

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of January 10, 2018 through January 23, 2018**

*The Claims for the period of January 10, 2018 through January 23, 2018 for a total amount of \$6,111,491.49. A MOTION is in order.*

Staff Contact: Renae Jimenez