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# City of Grand Island



## Tuesday, March 12, 2019 Council Session Agenda

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### **City Council:**

**Jason Conley**  
**Michelle Fitzke**  
**Chuck Haase**  
**Julie Hehnke**  
**Jeremy Jones**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Clay Schutz**  
**Mark Stelk**

### **Mayor:**

**Roger G. Steele**

### **City Administrator:**

**Brent Clark**

### **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 Daniel Longmore, Evangelical Free Church, 2609 South Blaine Street**

**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, March 12, 2019

Council Session

## Item F-1

**#9723 - Consideration of Repealing Grand Island City Code  
Chapter 22, Sections 147 to 158 Relative to Annual Motor Vehicle  
Fee (Wheel Tax)**

Staff Contact: Councilmember Chuck Haase

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Attorney

**Meeting:** March 12, 2019

**Subject:** Ordinance to Repeal the Annual Motor Vehicle Fee

**Presenter(s):** Jerry Janulewicz, City Attorney

## **Background**

On August 29, 2017, the City enacted Ordinance 9646 imposing an annual motor vehicle fee on motor vehicles owned by persons and businesses located within the city and operated within the city. The fee schedule established by Ordinance 9646 was amended on January 9, 2018 by enactment of Ordinance 9672, changing the fee for pick-up trucks registered as 5 ton combined weight or less, and it included “autocycles”, which are three-wheeled vehicles equipped with roll bars, air bags, and seat belts. Ordinance 9672 also included provisions for partial refunds of the motor vehicle fee if paid at the higher rate prior to the effective date of the new fee schedule.

By statute, proceeds received from a city-enacted motor vehicle fee are required to be devoted to constructing, repairing, maintaining, or improving streets, roads, alleys, public ways, or parts thereof, or for the amortization of bonded indebtedness when created for such purposes.

## **Discussion**

Councilmember Haase requested that an ordinance to repeal the annual motor vehicle fee (also known as a “wheel tax”) be placed upon the council agenda. The motor vehicle fee generates city revenue of \$100,000 per month. The fee is included on the annual vehicle registration renewal notices sent by the Nebraska Department of Revenue to vehicle owners, and is paid to the County Treasurer together with state and local motor vehicle registration fees. The fees collected by the County Treasurer, less a statutory collection fee, are transmitted to the City. The motor vehicle fee will terminate on September 30, 2019 unless earlier terminated or extended.

If an ordinance of repeal is adopted on March 12, 2019, the Nebraska Department of Motor Vehicles will implement this change effective for registrations due on or after May 1, 2019. If an ordinance of repeal is adopted at a later date, the effective date of repeal would be June 1, 2019 or later.



An ordinance to repeal the motor vehicle fee effective May 1, if adopted, will result in \$400,000 less than would otherwise be received. Although the lost revenue will be replaced by the increased sales tax received in the current fiscal year, the City will have \$400,000 less revenue to carry forward into the next fiscal year. That \$400,000 would be available for city street projects funded solely with local funds. That same \$400,000, if leveraged with federal funds at an 80% federal 20% local contribution, would fund \$2,000,000 in street projects.

### **Conclusion**

Because a repeal of the motor vehicle fee will result in a diminution of revenues, City Administration takes a neutral position on adoption of the proposed ordinance.

### **Alternatives**

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

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

### **Sample Motion**

Move to approve the ordinance.

ORDINANCE NO. 9723

An ordinance to repeal Chapter 24, Article VIII, Sections 22-147 through 22-158, inclusive, of the Grand Island City Code; to repeal any ordinance or parts of ordinances in conflict herewith; to provide for the effective date of this ordinance; and to provide for publication.

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

SECTION 1. Chapter 24, Article VIII, Sections 22-147 through 22-158, inclusive, of the Grand Island City Code are hereby repealed effective May 1, 2019.

~~ARTICLE XIII~~

~~ANNUAL MOTOR VEHICLE FEE~~

~~§22-147. Definitions~~

- ~~1) For the purpose of this article, the following definitions shall prevail, unless the context otherwise requires:~~
- ~~a) *Business* — Business shall mean any corporation, partnership, limited liability company, sole proprietorship, firm, cooperative, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity, or entity.~~
  - ~~b) *Construction* — Construction shall include the inspecting, designing, actual building and expenses, including the cost of rights of way incidental to the construction of a street.~~
  - ~~c) *Maintain* — Maintain shall include all work, materials, and repairs necessary to keep streets, roads, alleys, public ways, or parts thereof in proper and sound condition, and shall also include the removal of snow and ice therefrom.~~
  - ~~d) *Person* — Person shall include every natural person, firm, partnership, association, or corporation.~~
  - ~~e) *Place of Business* — Place of Business shall mean a fixed physical location owned, leased, or otherwise occupied by a business at which the activities of the business are conducted.~~
  - ~~f) *Reside* — Reside shall mean having a fixed place of abode occupied or intended to be occupied consistently over a substantial period of time and which is permanent rather than temporary.~~
  - ~~g) *Resurfacing* — Resurfacing shall mean and include the widening or rebuilding of the street or any portion thereof.~~
  - ~~h) *Street Improvement* — Street improvement shall include constructing, resurfacing, maintaining, or improving streets, roads, alleys, public ways, or parts thereof, or for the amortization of bonded indebtedness when created for such purposes.~~

Approved as to Form	<input checked="" type="checkbox"/>	_____
March 7, 2019	<input checked="" type="checkbox"/>	City Attorney

ORDINANCE NO. 9723 (Cont.)

- 2) ~~For purposes of this article, the terms motor vehicle, motorcycle, passenger car, farm truck, mini truck, bus, commercial vehicle, recreational vehicle, and dealer shall have such meanings as found in Nebraska Revised Statutes Chapter 60, Article 3.~~

~~§22-148. Assessment Levied~~

~~Every person residing within the corporate limits of the city, and every business having a place of business within the corporate limits of the city, except those herein exempt from the provisions of this chapter, who is the owner of a vehicle, regardless of the county or state where registered, which is found or operated within the city, shall, at the time such person registers such vehicle or applies for a dealer's plate under the provisions of Neb. Rev. Stat. § 60-301 et seq. (Reissue 2010) and amendments thereto, pay to the County Treasurer of Hall County a vehicle fee for street improvements as hereinafter provided, which fee is hereby levied and assessed against such owner.~~

~~§22-149. Annual Fee; Collection; Credit to Road Fund.~~

~~The official registration period and the period for which such vehicle fee is levied shall be a yearly period, each period ending on the first day of the month one year from the month during which the vehicle is required to be registered under the provisions of Neb. Rev. Stat. § 60-301 et seq. (Reissue 2010), and amendments thereto; provided, that for any vehicle registered on a calendar year basis under said state law, the period for which the vehicle fee is levied shall end on December 31 of each year; and provided, further, that for any vehicle registered for a period longer than twelve months in accordance with said state law, the period for which the vehicle fee is levied shall be for an equivalent and corresponding period, and the amount of the vehicle fee for such periods shall be increased in an amount proportionate to the number of months, or parts of such months, by which the registration period exceeds twelve months.~~

~~The fee shall be paid to the County Treasurer of Hall County, Nebraska when the registration fees as provided in the Nebraska Motor Vehicle Registration Act are paid. Such fees shall be credited by the County Treasurer to the Road Fund of the City.~~

~~§22-150. Reduction of Fee~~

~~Except as herein provided, no reduction in such vehicle fee shall be made, regardless of the time when the application for registration is made or when the fee is paid. The fee levied upon an vehicle registered in accordance with Neb. Rev. Stat. § 60-301 et seq. (Reissue 2010), and amendments thereto, for a period which will expire in less than six months from the first day of the month of such registration shall be one half~~

ORDINANCE NO. 9723 (Cont.)

~~of the fee otherwise levied under Section §22-153, Fee Schedule, of this code, unless the fee is transferable as provided in Section §22-153, Fee Schedule, of this code.~~

~~§22-151. Refund of Fee~~

~~1) Upon the transfer of ownership of any vehicle, the number of unexpired months remaining on the vehicle fee for street improvements paid pursuant to this chapter shall be credited or the money paid refunded to the transferor; provided, that when such vehicle is transferred within the same calendar month in which acquired, no refund shall be allowed for such month. Should such transferor acquire another vehicle at the time of such transfer, such transferor shall have the credit herein provided applied toward payment of the motor vehicle fee for street improvements then owing. Such vehicle fee, or any part of it, shall not be refunded for any cause or by any method except as prescribed herein.~~

~~2) Partial refund of the City of Grand Island Motor Vehicle fee shall be paid by the City upon application and proof of payment of such fee for a registration period commencing prior to March 1, 2018 at an amount that exceeds the fee in effect commencing March 1, 2018. Partial refunds provided hereby shall equal the difference between the fee paid and the fee effective March 1, 2018. The City Finance Director may adopt such procedures, rules and forms necessary to implement the §22-151(2).~~

~~Amended by Ordinance No. 9672, effective 3-1-2018~~

~~§22-152. Funds Created; Use~~

~~All monies derived from the payment of the vehicle fee for street improvements shall be used exclusively for constructing, repairing, maintaining, or improving streets, roads, alleys, public ways, or parts thereof or for the amortization of bonded indebtedness when created for such purposes as provided by Neb. Rev. Stat. § 18-1214 et seq.~~

~~§22-153. Fee Schedule~~

~~Commencing November 1, 2017, the fee provided for in this chapter shall be as follows:~~

~~Commencing November 1, 2017, the fee provided for in this chapter shall be as follows:~~

~~Any motor vehicle registered as a motorcycle and any~~

ORDINANCE NO. 9723 (Cont.)

~~dealer motorcycle license~~

~~plates.....  
..... \$12.50~~

~~-~~

~~Any motor vehicle registered as a passenger car, farm truck (any tonnage)  
or minitruck and any dealer license~~

~~plates.....  
..... \$22.50~~

~~-~~

~~Any motor vehicle registered as a bus, commercial vehicle (any tonnage),  
or motor recreational~~

~~vehicle.....  
..... \$52.50~~

~~-~~

~~Commencing March 1, 2018, the fee provided for in this chapter shall be as  
follows:~~

~~-~~

~~Any motor vehicle registered as a motorcycle and any  
dealer motorcycle license~~

~~plates.....  
..... \$12.50~~

~~-~~

~~Any motor vehicle registered as a passenger car, autocycle, farm truck (any  
tonnage), commercial vehicle 5 ton combined weight or less, or minitruck, and  
any dealer license plates (excluding dealer motorcycle  
plates).....\$22.50~~

~~-~~

~~Any motor vehicle registered as a bus, commercial vehicle more than 5 ton  
combined weight, or motor recreational~~

~~vehicle.....  
..... \$52.50~~

~~Amended by Ordinance No. 9672, effective 3-1-2018~~

~~§22-154. Payment of Fee; Penalty for Delinquencies~~

~~The annual motor vehicle fee shall be due and payable to the Hall County Treasurer at  
the same time as the state registration for vehicles under Neb. Rev. Stat. § 60-301 et  
seq. (Reissue 2010), and amendments thereto, and shall be delinquent thereafter. Such  
fee shall draw interest at the rate of one percent per month after delinquent; and, in  
addition, a penalty of five percent for failure to pay said fee within six months after  
due shall be collected. In any case, if any person shall fail to make payment of the fee~~

ORDINANCE NO. 9723 (Cont.)

~~herein provided, the City of Grand Island shall have the right and may sue any person in any court of competent jurisdiction for the amount of the fee due and payable under the provisions of this chapter, together with interest and penalties. The Hall County Treasurer shall not be responsible for collection of interest and penalties provided hereby.~~

~~-~~  
~~§22-155. Exemptions~~

~~The provisions of this chapter shall not apply to:~~

- ~~(a) Any vehicle owned by the United States of America or agency thereof;~~
- ~~(b) Any vehicle owned by the State of Nebraska;~~
- ~~(c) Any vehicle owned by any political subdivision of the State of Nebraska;~~
- ~~(d) Any vehicle is used or stored but temporarily within the city for a period of six months or less in a twelve month period;~~
- ~~(e) Any vehicle subject to Interstate Registration Proration (Neb.Rev.Stat. §60-3,198);~~
- ~~(f) Any vehicle exempt under the provisions of the federal Servicemembers Civil Relief Act; and~~
- ~~(f) Any vehicle owned by a full time student attending a postsecondary institution and is not registered in Hall County, Nebraska.~~

~~-~~  
~~§22-156. Severability~~

~~If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the chapter which can be given without the invalid provision or application, and to this end the provisions of this chapter are severable.~~

~~-~~  
~~§22-157. Termination~~

~~Unless extended, the fee imposed by Sections 22-147 through 22-156 shall terminate on September 30, 2019.~~

~~-~~  
~~§22-158. Penalty for Violations.~~

~~-~~  
~~Any person who fails, neglects, or refuses to pay the annual motor vehicle fee when due shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not exceeding \$100.00. Each day that a violation of this article continues shall constitute a separate and distinct offense and shall be punishable as such.~~

*Added by Ordinance 9646, effective 11-1-2017*

ORDINANCE NO. 9723 (Cont.)

SECTION 2. All ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after May 1, 2019.

SECTION 4. This ordinance shall be published within fifteen days hereof as provided by law.

Enacted: March 12, 2019.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 12, 2019**

**Council Session**

## **Item G-1**

### **Approving Minutes of February 26, 2019 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 26, 2019

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 February 26, 2019. Notice of the meeting was given in *The Grand Island Independent* on February 20, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Michelle Fitzke, Jeremy Jones, Mark Stelk, Jason Conley, Vaughn Minton, Clay Schultz, Julie Hehnke, Mitch Nickerson, and Chuck Haase. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

INVOCATION was given by Pastor George Jones, Church of God of Prophecy, 1620 N. Broadwell Avenue followed by the PLEDGE OF ALLEGIANCE.

PRESENTATION: Mayor Steele and the City Council recognized City Administrator Marlan Ferguson for his service with the City of Grand Island. Mr. Ferguson was presented a plaque as this was the last City Council meeting he would be attending before his retirement on February 28, 2019. Mr. Ferguson thanked those he had worked with and the citizens of the City of Grand Island.

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

#2019-BE-3 - Consideration of Determining Benefits for Lot One (1) Rowe Second Subdivision in Water Main District 421T. Utilities Director Tim Luchsinger reported that Gary and Dee Rowe were building a home on property next to Water Main District 421T and wanted to connect to the City water main. Staff recommended approval.

Motion by Stelk, second by Nickerson to approve Resolution #2019-BE-3. Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 1 located at 112 East 3rd Street (Wing Properties, Inc.). Regional Planning Director Chad Nabity reported that Wing Properties, Inc. had submitted an application for tax increment financing to aid in the redevelopment of property at 112 East 3<sup>rd</sup> Street, the center portion of the old Williamsons Interiors Building. The proposal would redevelop commercial space on the main floor and a

single apartment on the second floor of the building. Staff recommended approval. Amos Anson, 4234 Arizona Avenue spoke in support. No further public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 1 located at 110 West 2nd Street (Rawr Holdings, LLC). Regional Planning Director Chad Nabity reported that Rawr Holdings, LLC had submitted an application for tax increment financing to aid in the redevelopment of property at 110 West 2<sup>nd</sup> Street, the old GI Music Building. The proposal would redevelop commercial space on the main floor and two apartments on the second floor of the building. Staff recommended approval. Amos Anson, 4234 Arizona Avenue spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement at the End of Colbalt Drive - PVIPE, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at the end of Colbalt Drive was needed in order to have access to install, upgrade, maintain, and repair water appurtenances, including fire hydrants. This easement would allow the Utilities Department to install, access, operate and maintain the fire hydrant at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way in the Northwest Quarter of Section 23, Township 11 North, Range 10 West- East of Engleman Road/South of Old Potash Highway (Parcel No. 400200918- The Guarantee Group, Inc.). Public Works Director John Collins reported that the Public Works Engineering staff was working on the design of the Moore's Creek Drainage Ditch to extend drainage to the southwest and to serve current areas as well as the proposed US Highway 30 realignment project. Public right-of-way was needed from The Guarantee Group, LLC and had signed the necessary documents to grant the property to the City in the amount of \$99,999.00. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the 2016-2018 Consolidated Plan- 2018 Annual Action Plan. Community Development Administrator Amber Alvidrea reported that the Community Development Division (CDD) proposed reallocating \$80,000.00 of CDBG funds to the Low-moderate Area (LMA) projects in the approved 2018 Annual Action Plan. The 2018 Annual Action Plan had two LMA projects which were Public Works- ADA compliant Curb Ramps and Waste Water Sanitary Sewers, these projects were described in detail in the 2018 Annual Action plan. CDD proposed that the funds be eligible to be applied one or both projects as follows, the maximum the Public works project may receive were \$80,000.00 with a minimum of \$55,000.00. The maximum amount of funds Public Works Waste Water Project may receive was \$25,000.00 with a minimum of \$0.00. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda item G-3 (Resolution #2019-64) was pulled from the agenda. Motion by Paulick, second by Fitzke to approve the Consent Agenda excluding item G-3. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of February 12, 2019 City Council Regular Meeting.

Approving Minutes of February 16, 2019 City Council Retreat.

#2019-64 - Approving Final Plat and Subdivision Agreement for Gloor Subdivision. This item was pulled from the agenda at the request of the Regional Planning Director.

#2019-65 - Approving Acquisition of Utility Easement at the End of Colbalt Drive - PVIPE, LLC.

#2019-66 - Approving Tap Fee for Lot One - Rowe Second Subdivision - Water Main District 421T.

#2019-67 - Approving Wireline Crossing Agreement for Fiber Optics with Union Pacific Railroad in the Amount of \$6,760.00.

#2019-68 - Approving Purchase of 2020 Truck with 48 Foot Knuckle Boom Crane - Electric Underground Division from Altec Industries, Inc. in an Amount of \$280,453.00.

#2019-69 - Approving Supply and Delivery of Powdered Activated Carbon to Platte Generation Station until Sept. 30, 2021 with Cabot Norit Americans, Inc. of Boston, Massachusetts.

#2019-70 - Approving Change Order No. 4 to Edith Abbott Memorial Library Renovation with Cheever Construction of Lincoln, Nebraska for an Increase of \$39,985.23 and a Revised Contract Amount of \$1,176,337.52.

#2019-71 - Approving Agreement Addendum for Grand Island Emergency Center to Join East Central 911 Regional Group.

#2019-72 - Approving Nebraska Personnel Consultants, LLC of Lincoln, Nebraska to Perform Comparability Pay Studies in an Amount of \$45,000.00.

#2019-73 - Approving Acquisition of Public Right-of-Way in the Northwest Quarter of Section 23, Township 11 North, Range 10 West- East of Engleman Road/South of Old Potash Highway (Parcel No. 400200918- The Guarantee Group, Inc.).

#2019-74 - Approving Purchase of One (1) 2019 Pipehunter Articulating Sidekick Easement Machine for the Collection Crew of the Wastewater Division of the Public Works Department from Texas Underground, Inc. of Pearland, Texas in an Amount of \$49,985.48.

#2019-75 - Approving Bid Award for the 2019 Asphalt Resurfacing Project No. 2019-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska in an Amount of \$607,377.25.

#2019-76 - Approving Change Order No. 5 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$2,675.00 and a Revised Contract Amount of \$2,436,428.54.

#2019-77 - Approving Agreement for Utility Relocation Services to be performed by AT&T for the North Broadwell Drainage; Project No. 2018-D-1 in an Amount of \$11,500.00.

#2019-78 - Approving Agreement with Nebraska Department of Transportation (NDOT) for Improvements to US Highway 30 Bridges in Grand Island; Project No. NH-30-4(162); Control No. 42776 in an Amount of \$213,200.00.

#2019-79 - Approving Purchase of One (1) Utility Vehicle for the Wastewater Division of the Public Works Department from Landmark Implement of Shelton, Nebraska in an Amount of \$20,258.11.

#2019-80 - Approving Bid Award for North Broadwell Drainage; Project No. 2018-D-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska in an Amount of \$247,981.06.

#2019-81 - Approving Amendment to 2016-2018 Consolidated Plan-2018 Annual Action Plan.

#2019-82 - Approving Police Department 24-Month Victims of Crime Act (VOCA) Grant Application.

RESOLUTIONS:

#2019-83 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 1 located at 112 East 3rd Street (Wing Properties, Inc.). This item was related to the aforementioned Public Hearing. Staff recommended approval. It was requested that in future projects the term and rate of the project be provided to the Council.

Motion by Paulick, second by Minton to approve Resolution #2019-83. Upon roll call vote, Councilmembers Haase, Nickerson, Hehnke, Minton, Conley, Stelk, Jones, Fitzke, and Paulick voted aye. Councilmember Schutz abstained. Motion adopted.

#2019-84 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 1 located at 110 West 2nd Street (Rawr Holdings, LLC). This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Minton, second by Hehnke to approve Resolution #2019-84. Upon roll call vote, Councilmembers Haase, Nickerson, Hehnke, Minton, Conley, Stelk, Jones, Fitzke, and Paulick voted aye. Councilmember Schutz abstained. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of February 13, 2019 through February 26, 2019 for a total amount of \$4,816,056.00. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:35 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, March 12, 2019**

**Council Session**

## **Item G-2**

**Approving Minutes of March 5, 2019 City Council Study Session**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

March 5, 2019

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 5, 2019. Notice of the meeting was given in the *Grand Island Independent* on February 27, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mike Paulick, Michelle Fitzke, Mark Stelk, Vaughn Minton, Clay Schutz, Julie Hehnke, Mitch Nickerson, and Chuck Haase. Councilmembers Jeremy Jones and Jason Conley were absent. The following City Officials were present: City Administrator Brent Clark, City Clerk Pro Tem Aaron Schmid, Finance Director Patrick Brown, City Attorney Jerry Janulewicz and Public Works Director John Collins.

PLEDGE OF ALLEGIANCE:

SPECIAL ITEMS:

Infrastructure Needs. Public Works Director John Collins reported that historically each budget year \$4,000,000.00 was allocated to the Public Works Capital Improvement Program for Gas Tax Funded projects. This was often supplemented with state and federal grants. Reviewed was a project list, 10 year plan and fiscally constrained roadway projects.

Mr. Collins explained how projects were selected. Factors include the Long Range Transportation Plan (LRPT) and local needs/concerns. Collins discussed how solutions to problems are determined. Budget considerations were reviewed. Council asked questions about the ability to fund projects considering half-cent sales tax.

Wastewater infrastructure needs were presented. Needs included; physical facilities, plant operations, project studies, collection system rehabilitation, lift station and system upgrades, assessment and tap districts and sanitary sewer conflict mitigation. Council followed with discussion of annexation in regards to assessment and tap districts.

Streets & Drainage Projects. A list of projects was displayed. Mr. Collins went into specific discussion of projects currently under review including Old Potash Highway and North Road. Council asked clarifying questions about the projects currently under review. Pat Brown, Finance Director, explained capital projects projections over the next ten years. Council followed with inquiries regarding impact of new sales tax and project needs beyond large projects presented in tonight's discussion. Discussion from Council about potentially closing entrances on portions of Diers Avenue. Further discussion on coordination of multiple projects and the impact on the community.

Roundabouts. Mr. Collins reviewed how a roundabout operates and safety considerations. Shane King, Olsson Associates, reviewed traffic signal history, traffic signal concepts, a February 2017 intersection design study and observations, April/May 2017 Safety Fund Request to NDOT and October 2018 LPA Project NTP,

Tax Increment Financing (TIF) Group Discussion.

Councilmember Chuck Haase presented. The intent of this discussion group was to review the TIF process and see if there are opportunities to enhance the public accountability with a Council recommendation and policy. The group presented the following guidelines for consideration; definition of TIF intent, reverse blighting implementation, transparency of activities, presenting TIF project to Council, review of the “but for” clause, length of TIF projects and review of attachments. Council discussion followed regarding the guidelines. Discussion committee will come forward with a policy to consider at a future date.

ADJOURNMENT: The meeting was adjourned at 9:50 p.m.

Aaron Schmid  
City Clerk Pro Tem



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-3

**#2019-85 - Approving Revised Memorandum of Understanding with Nebraska Emergency Management Agency (NEMA) for Hazardous Material Response Team**

Staff Contact: Cory Schmidt, Fire Chief



# **Council Agenda Memo**

**From:** Cory Schmidt, Fire Chief  
**Meeting:** March 12, 2019  
**Subject:** Memorandum of Understanding  
**Presenter(s):** Cory Schmidt, Fire Chief

## **Background**

The Grand Island Fire Department entered into an agreement with the State of Nebraska by and through the Nebraska Emergency Management Agency (NEMA) via a memorandum of understanding (MOU) in June 2002. The MOU provided a means for the City to receive funds for specialized training and equipment in exchange for participating in a hazardous material response group. Grand Island Fire Department is one of ten statewide regional hazardous material teams in Nebraska.

## **Discussion**

NEMA has updated the MOU and asked that the Grand Island Fire Department sign the updated document. The primary benefits are consistent with the previous MOU which includes training and equipment reimbursement in exchange for assistance in a hazardous material emergency anywhere in the state. This MOU provides for the reimbursement of personnel costs and the replacement of supplies and equipment used during any deployment ordered by NEMA.

## **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 signing of the MOU.

## **Sample Motion**

Move to approve the MOU between the Nebraska Emergency Management Agency and the Grand Island Fire Department related to hazardous material response within the State of Nebraska.

**ADMINISTRATIVE AND OPERATIONAL-  
AGREEMENT FOR  
HAZARDOUS MATERIALS  
RESPONSE SERVICES**

**Between**

**THE STATE OF NEBRASKA, ACTING BY AND THROUGH  
THE NEBRASKA EMERGENCY MANAGEMENT AGENCY**

**And**

**GRAND ISLAND FIRE DEPARTMENT**

**STATE OF NEBRASKA  
PETE RICKETTS, Governor**

**DARYL BOHAC  
Major General  
THE ADJUTANT GENERAL**

**[Date of Signatures]**

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# ADMINISTRATIVE AND OPERATIONAL AGREEMENT FOR HAZARDOUS MATERIALS RESPONSE SERVICES

## General Agreement Information

**Agreement Type:** This agreement ("Agreement") is between the State of Nebraska, acting by and through the Nebraska Emergency Management Agency (hereinafter "NEMA") and the Grand Island Fire Department (hereinafter "Service Provider") for the provision of hazardous materials emergency response services as described herein and authorized of Neb. Rev. Stat. §§ 81-829.52 to 81-829.55 under the Nebraska Emergency Management Act, Neb. Rev. Stat. §§ 81-829.36 to 81-829.75 (2008).

**1.1 Recitals:** In order to protect life and property against the dangers of emergencies involving hazardous materials, NEMA may assign and make available for use in any county, city or district, any part of a hazardous materials emergency response team.

NEMA desires to enter into this Agreement to establish Service Provider as a State Emergency Response Team (hereinafter "SERT"), and Service Provider desires to be so designated and to enter into this Agreement.

**1.2 Agreement Term:** Unless otherwise extended by written agreement duly executed by the parties, this Agreement shall commence on the last required signature. This agreement shall be reviewed annually no later than September 30 of each year by NEMA and the Service Provider in order to propose necessary changes.

## Standard Agreement Terms and Conditions

### 2.0 Definitions:

**"Service Provider"** means the local government entity by which the service or services will be performed under this Agreement, including those agencies acting under an approved inter-governmental / agency agreement.

**"Emergency Response"** means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services that may be required as the result of a spill or release or threatened spill or release of hazardous materials;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

**"Emergency Response Costs"** means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, expenses that result from the assessment and emergency

phases of the response activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

**“Hazardous Materials”** as defined in Title 49 of the Code of Federal Regulations, Subtitle B, Chapter 1, Subsection C means a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in part 173 of subchapter C of this chapter.

**“Incident”** means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

**“Intergovernmental Agreement”** means an agreement between an agency or agencies and one or more units of local government of the State of Nebraska.

**“Local Government Agency”** means a city, county, or subdivision thereof.

**“State Emergency Response Team” (SERT)** means, for the purpose of this Agreement, means the activation of a hazardous materials response team to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A SERT operates within the limits set out in the Neb. Rev. Stat. §§ 81-829.52 through 81-829.55 of the Nebraska Emergency Management Act, which is incorporated herein by this reference.

## **2.1 Statement of Work:**

**2.1.1 Services to Be Provided by Service Provider:** During the term of this Agreement, the Service Provider agrees to provide emergency hazardous material response services. Service Provider response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials emergency response. Service Provider shall, if necessary, provide any services with respect to the sampling, testing and analysis, remediation, and monitoring of a hazardous material in order to stabilize the incident.

Service Provider personnel shall perform only those actions and duties for which they are trained and equipped.

**2.1.2 Compliance with Regulatory Requirements:** Service Provider certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements including, by not limited to, the Occupational Safety and Health Standards (OSHA), 29 CFR Part 1910(a) and the Environmental Protection Agency (EPA), 40 CFR Part 311.

### **2.1.3 Personnel:**

a. Service Provider shall provide a hazardous materials team consisting of a minimum of six (6) hazmat technicians on staff, who are trained, medically monitored, competent, and supervised hazardous materials technician level personnel as is necessary to operate within the safety levels as defined in OSHA, 29 CFR 1910(a) and EPA, 40 CFR Part 311. Service Provider shall have adequate personnel on scene prior to conducting required mitigating operations for the hazard(s) present.

b. In order to receive State/Federal preparedness funds, Service Provider must meet set training standards. NEMA has established the following as a minimum training standard: team members shall have completed the Department of Homeland Security (DHS) approved eighty (80) hours hazmat technician course provided by NEMA or an equivalent course provided by the Environmental Protection Agency (EPA), or another partner in the DHS Training Consortium. Equivalent courses must be pre-approved by the Assistant Director or his/her designee if Service Provider is seeking attendee to remain on team roster.

c. New department members or members who have completed a certified course five (5) years prior to the effective date of this Agreement, must complete a total of forty (40) hours of hazmat specific training over a five year period. The training hours shall be calculated on a rolling basis for each department member. Failure to comply with this training standard will result in termination of the Agreement in accordance with Section 2.15.1 below.

d. Service Provider shall submit a list of hazmat-related training to NEMA no later than the 10<sup>th</sup> day of January of each year. Records should indicate current training level of personnel, any new training certifications, evidence of current medical monitoring and physical fitness in accordance with Service Provider policy, and any other necessary supporting documentation requested by NEMA. Failure to comply with this requirement may result in termination of the Agreement in accordance with Section 2.15.1 below.

**2.1.4 Vehicles and Equipment:** Service Provider may utilize such vehicles and equipment as it has currently available. Service Provider shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment.

**2.1.5 Right of Refusal:** NEMA recognizes that the obligations of the Service Provider in its own jurisdiction are paramount. If, on occasion, a response under this Agreement would temporarily place an undue burden on the Service Provider because Service Provider resources are otherwise limited or unavailable within the Service Provider Primary Response Area, and if prior or immediate notice has been provided to the NEMA Watch Officer, the Service Provider may decline a request for a response.

**2.1.6 Standard Operating Guidelines:** Service Provider and NEMA agree that response operations will be conducted in accordance with the Standard Operating Guidelines as reviewed and recommended by the Hazmat Teams and the Nebraska Hazardous Incident Team (NHIT) Advisory Group and as mutually approved by the parties to this Agreement.



**2.2 Service Provider Compensation:** There are two types of Service Provider compensation under this Agreement: (1) Service Provider routine costs and (2) Service Provider team response costs. Each of these terms is discussed more fully below.

**2.2.1 Service Provider Routine Costs:** Service Provider shall be compensated by NEMA under this Agreement for its NEMA approved routine costs. Such routine costs may include:

**Specialized Training Costs:** NEMA will provide advanced training and education to Service Provider employees if approved by NEMA in advance. All such training and the selection of training/training providers must comply with all federal, state and local rules and regulations including those outlined in Section 2.1.3.

**2.2.2 Service Provider's Team Response Costs:** Service Provider shall be compensated by NEMA under this Agreement for approved team response costs. Such Team response costs may include, but are not limited to, the following:

**Compensation for Service Provider Personnel Response Costs:** Compensation for Service Provider personnel response costs, which are approved and authorized under this Agreement, will be reimbursed in accordance with the Governor's Emergency Fund Guidelines for Public Officials dated January 2018. A copy of the guidelines is attached hereto as Appendix 1, and incorporated herein by this reference. Personnel costs will be reimbursed pursuant to the current rules and personnel codes of the responding department. Personnel costs will be set out in a State Emergency Response Team (SERT) Letter of Agreement. A sample copy of a SERT letter of agreement is attached hereto as Appendix 2, and incorporated herein by this reference.

**Emergency Expenses:** Necessary and reasonable emergency response costs related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Service Provider. Original receipts must be submitted with the response billing. The Team Leader or authorized Service Provider representative will seek prior approval of Service Provider emergency expenses exceeding \$250.00. Service Provider's claim for reimbursement must clearly document the nature of the purchases and the extent of the emergency expenditures. NEMA reserves the right to deny any payment of unjustifiable Service Provider expenditures.

**2.2.3 Billing System:** If Service Provider deploys by any means other than assignment through NEMA, Service Provider forfeits compensation through the Governors Emergency Fund and/or other State funding. Service Provider shall submit an expenditure report and invoice to NEMA within thirty (30) days of the response. Service Provider's claim for reimbursement shall contain such documentation as is necessary to support NEMA cost-recovery operations and financial audits. A sample copy of a Daily Activity Report Labor, Daily Activity Report Equipment & Daily Activity Report Materials & Contracts are attached hereto as appendixes 3, 4 & 5 respectfully and incorporated herein by this reference.

Team emergency response costs include such items as vehicle and equipment use, expendables, and personnel costs. Documentation will be maintained by the Team Leader and sent to NEMA upon request.

**Billing for Personnel/Incidentals Not Meeting State Response Criteria:** If Service Provider incurs bills for personnel or any other incidental costs as a result of responding to a local response which did not meet state authorized response criteria, it will be the Service Provider's sole responsibility to recover those costs.

**2.2.4 Prior Approval:** Service Provider, while acting under this Agreement, may not respond to an emergency involving hazardous materials without notification to NEMA pursuant to paragraph 2.8.2. Approval by NEMA's Assistant Director constitutes NEMA's agreement to pay Service Provider team emergency response costs. Service Provider agrees to make reasonable and good faith efforts to minimize responsible party and/or NEMA expenses. If activated as a SERT, Service Provider agrees to not seek reimbursement from outside parties.

**2.3 Retirement System Status:** Service Provider is not entitled under this Agreement to any public employee's retirement system benefits and will be responsible for payment of any applicable federal or State taxes. Service Provider is not entitled under this Agreement to any benefits for payments of federal Social Security or employment insurance.

**2.4 Assignments/Subcontracts:** Service Provider shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of NEMA.

**2.5 Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

**2.6 Compliance with Government Regulations:** Service Provider agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the services performed under this Agreement.

**2.7 Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war, which is beyond that party's reasonable control.

**2.8.1 Scope of Liability:** During operations authorized by this Agreement, Service Provider and Service Provider's SERT employees shall be protected and defended from liability under Neb. Rev. Stat. §§ 81-829.52 to 81-829.55. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material. Operations also include advanced training activities provided under this Agreement to the Service Provider's Team employees, but do not include travel to and from the training.

**2.8.2 Notification of Potential Claim:** Service Provider shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

Nebraska Emergency Management – Assistant Director  
2433 NW 24<sup>th</sup> Street  
Lincoln, Nebraska 68524  
1-877-297-2368

**2.9 Indemnification:** When performing operations not authorized under Neb. Rev. Stat. §§ 81-829.52 to 81-829.55, while using the State's vehicles, equipment, procedures, or training, the Service Provider shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Service Provider, its officers, agents or employees, subject to the State Tort Claims Act, § 81-8,209 et seq.

**2.10 Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**2.11 Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of NEMA and Service Provider or until such time as the Agreement expires as provided in Section 1.2 Agreement Term.

**2.12 Dual Payment:** Service Provider shall not be compensated for work performed under this Agreement by any state agency or responsible person(s).

**2.13 Insurance Coverage:**

**2.13.1 Worker Compensation:** Service Provider and all employers working under this Agreement are subject to the Nebraska Workers' Compensation Law and shall comply with Neb. Rev. Stat. 81-829.54(b).

**2.13.2 Comprehensive or Commercial General Liability:** Service Provider shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured Service Provider, covering personal injury and property damage.

**2.13.3 Automobile Liability:** Service Provider shall obtain and keep in effect automobile liability insurance or its equivalent for self-insured Service Provider, for their respective vehicle(s) during the term of this Agreement.

**2.14 Governing Law; Venue; Consent to Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of laws. Any claim, action, suit or proceeding between NEMA (and any other agency or department of the State of Nebraska) and Service Provider that arises from or relates to this Agreement shall be brought and conducted

solely and exclusively within the District Court of Lancaster County for the State of Nebraska; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Nebraska. In no event shall this section be construed as a waiver by the State of Nebraska of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Service Provider, by execution of this Agreement, hereby consents to the in personam jurisdiction of said courts.

**2.15 Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

NEMA or Service Provider may terminate this Agreement at will effective upon delivery of written notice to the Service Provider or NEMA, or at such later date as may be established by NEMA or Service Provider, under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for payment of costs under the terms of this Agreement. The Agreement may be modified to accommodate a reduction in funding.
- b. If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments by this Agreement.
- c. If any license or certification required by law or regulation to be held by the Service Provider to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**2.15.1 Default:** NEMA or Service Provider, by written notice of default (including breach of contract) to the other party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

- a. If the other party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,
- b. If the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

**2.16 Approval Authority:** Service Provider representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local governmental entity.

**2.17 Written Notifications:** Any written notifications required for the administration of this Agreement shall be sent to the following:

Nebraska Emergency Management Agency  
2433 NW 24<sup>th</sup> Street  
Lincoln, Nebraska 68524

Grand Island Fire Department  
100 East 1<sup>st</sup> Street  
Grand Island, Nebraska 68801

**2.18 Merger; Waiver:** This Agreement and the attached exhibits and addenda constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary state and local approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of NEMA to enforce any provision of this Agreement shall not constitute a waiver by NEMA of that or any other provision.

**2.19 Remedies:** In the event that either party violates any term or condition under this Agreement, NEMA shall have all remedies available to it under law, in equity, and under this Agreement.

**2.20 Equal Opportunity:** Service Provider agrees to comply with the provisions of the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125, which prohibits Service Provider and its Service Providers from discriminating against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability or national origin.

***Approving Signatures:***

**On Behalf of the State of Nebraska,**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

\_\_\_\_\_  
**MG Daryl Bohac  
Nebraska Adjutant General  
2433 NW 24<sup>th</sup> Street  
Lincoln, NE 68524**

**On Behalf of \_\_\_\_\_**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

**Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_**

**On Behalf of \_\_\_\_\_**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

**Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_**

**On Behalf of \_\_\_\_\_**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

**Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_**

### **Hazardous Materials Assistance Program**

- I. This guidance will establish a framework by which a State hazardous materials resource would support the needs of Rural Fire Protection Districts in the detection, surveillance and containment of a hazardous materials event under the Authorities of the Governor at the time of a state disaster declaration.

#### II. Authority

- A. Neb. Rev. Stat. § 81-829.52 to § 81-829.55 authorizes the Adjutant General, upon authorization by the Governor, to establish a State Emergency Response Team (SERT) to; reinforce emergency management organization in disaster stricken areas or in anticipation of a disaster, provide technical expertise or specialized skills to a disaster area, and ensure the public is served in a timely and efficient manner.
- B. 81-829.42 (6) If aerial fire suppression or hazardous material response is immediately required, the Adjutant General may make expenditures of up to twenty-five thousand dollars (\$25,000) per event without a state of emergency proclamation issued by the Governor.

#### III. Hazardous Materials Response

##### A. Nebraska Hazardous Incident Team (NHIT)

1. The NHIT is made up of personnel from the Nebraska State Patrol (NSP), Nebraska State Fire Marshal (NSFM) and Nebraska Department of Environmental Quality (NDEQ).
2. Their purpose is to assist local fire protection districts with technical assistance in the detection and surveillance of a hazardous material spill. They can provide an analysis of the scene, and in collaboration with on-scene agencies, advise the Incident Commander on the need to request additional resources. When sufficiently staffed and equipped, the NHIT may enter the hot zone to mitigate the incident.
3. To request members of the NHIT call the Nebraska State Patrol who will dispatch the closest members of the team.
4. Members of the NHIT are employees of their respective State agencies and any response by the NHIT is the responsibility of the responding agency.

B. State Emergency Response Team (SERT) under 81-829.42(6)

1. Upon order of the Governor the Adjutant General is authorized to establish a SERT. NEMA has signed local agreements with ten (10) hazmat teams in anticipation of the need for such a response. This shall not take precedence over or deter from any mutual aid agreements already in place at the local level between fire departments.
2. To request a SERT call the closest MOU Hazardous Materials (hazmat) team. It is the responsibility of the local Incident Command or their designee to:
  - a. Call NEMA to advise them of the request for the team
  - b. Call the local Emergency Manager, advise them of the incident, that a hazmat team has been requested and request the local EM complete and send an Incident Status Report (ISR) to NEMA.
  - c. When the hazmat team arrives on scene use the check-in/check-out sheet (ICS 211) or similar resource tracking method.
  - d. Request an approximate cost per hour from the hazmat team leader and keep track of the dollars obligated. Any costs of twenty-five thousand dollars (\$25,000) will be the responsibility of the local jurisdiction unless all three of the following conditions are met:
    - i. NEMA has been advised of the need for the hazmat team to remain at the scene,
    - ii. A local state of emergency has been declared, and
    - iii. The Governor's Office has approved continued funding of the response by issuing a Proclamation of a State Declaration of Emergency.
    - iv. **Be aware that a request for a State Declaration to continue the use of the Governor's Emergency Fund for the hazmat team response is NOT guaranteed even when conditions i and ii above are met.**



- e. When the hazmat team demobilizes, complete the daily check-out portion of the check-in/check-out form/resource tracking software to include the time of demobilization for each element of the team.
  - f. Receive, review, and approve the hazmat team's bill with the required backup documentation and send it to NEMA within 30 days of the closure of the incident to the Recovery Section Manager.
3. Under State law and regulations, if NEMA does not receive the documentation identified in paragraphs d, e and f, NEMA will not be able to reimburse the hazmat team and the payment will become the responsibility of the requesting local jurisdiction.
  4. The list of the ten designated hazmat teams is in the "Emergency Assistance to a Hazardous Materials Spill" (Blue Book). The Blue Book may be found online at <https://nema.nebraska.gov/sites/nema.nebraska.gov/files/doc/hazmat-blue-book.pdf>

C. 72nd Civil Support Team (CST)

1. 72nd Civil Support Team is an asset of the Nebraska National Guard. It is a trained hazardous material team that deals in the detection and surveillance of a suspected nuclear, biological, chemical or radiological (NBC/R) event in support of a local Incident Commander.
2. The CST is deployed through the State Emergency Operations Center by the Nebraska Emergency Management Agency (NEMA) under authorities and direction of the Office of the Governor. Deployment of the CST must have the approval of the Adjutant General, The National Guard Bureau (NGB) and the Governor. The CST deployment authorizations are coordinated through NEMA and NGB Domestic Operations.

D. CBRNE Enhanced Response Force Package (CERFP)

1. The mission of the CERFP is to respond to a chemical, biological, radiological and nuclear (CBRN) incident and assist local, state and federal agencies in conducting consequence management by providing capabilities to conduct patient decontamination, medical triage, fatality search and recovery, stabilization and casualty search and extraction.

2. The CERFP is regional response team with members from both Army and Air National Guard. There are 200+ personnel who are trained to a minimum of awareness level. Specialty training includes incident command, decontamination and search and recovery.

State Emergency Response Team Letter of Agreement Between  
NEMA and Grand Island Fire Department

1. Due to an incident declared by the Governor of Nebraska as a Disaster on (Date) \_\_\_\_\_, The Adjutant General is appointing Grand Island Fire Department as a State Emergency Response Team under RRS81-829.52-55 for the purpose of (Explain mission of the team) \_\_\_\_\_.
2. (Team Leader's Name) \_\_\_\_\_ is named as the Team Leader and will maintain a daily roster of team members and ensure the proper fiscal and programmatic records are kept for the team.
3. The team will report to (Incident Commander) \_\_\_\_\_ at (Location) \_\_\_\_\_ and be assigned to (mission) \_\_\_\_\_.
4. All purchases of materials for the teams use will be recorded in the forms attached to this letter. Materials for the use of the team will be procured as follows:
  - a. Disposable products not available on scene through the Incident Command System may be purchased up to \$250.00 without prior approval from NEMA. Purchases over this amount require approval for reimbursement. NEMA will require copies of invoices for each purchase.
  - b. Durable goods not available through the Incident Command System must be approved by NEMA
    - 1) NEMA may choose to purchase the goods directly and supply them to the team, or
    - 2) NEMA may choose to authorize the Team Leader to purchase the goods. All purchases must be recorded and back-up documentation kept as part of the Teams record keeping.
    - 3) Durable goods purchased for the team remain the property of NEMA following the response.
5. Records of personnel, materials and equipment used must be kept by the SERT using the forms attached to this letter. The package of forms and back-up documentation will be turned into NEMA's Public Assistance Office following the team's demobilization. Payment will be made based on these records.
6. Documentation for the deployment must be kept by the team for three years after the incident is closed by NEMA for a State Disaster or FEMA for a Federal Disaster. The Team will be notified by NEMA when the documentation can be destroyed.

Appendix 2  
*Letter of Agreement*

7. The date and time of demobilization will be determined by the NEMA Assistant Director in coordination with the impacted jurisdiction's officials and the Incident Commander.

8. Payments for the Team will be as follows (Keep the paragraphs that apply):

a. Salary:

NEMA will reimburse the Team's home jurisdiction for salaries, overtime and backfill.

NEMA will reimburse the Team's Agency/Department for team members at a rate of (put rate here for volunteers named to a team)  
\_\_\_\_\_.

b. Lodging:

NEMA will make arrangements and direct bill lodging for team members. NEMA will reimburse team members for lodging from original invoices for the lodging.

c. Meals:

NEMA will reimburse team members at the State's usual rate for meals, team members will need to submit original detailed receipts of amounts and location of meals for reimbursement.

NEMA will make arrangements with (name of establishment) to provide meals for team members.

9. Special Considerations:

Signed/Date for NEMA

Signed/Date for the SERT

\_\_\_\_\_

\_\_\_\_\_

Appendix 3  
Daily Activity Report (Labor)

<b>Applicant Name:</b>				<b>Date:</b>		
<b>Jurisdiction:</b>		<b>Disaster:</b>				
<b>Name</b>	<b>Job Title</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	<b>Total</b>	
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		<b>Total Hours</b>			<b>Total Amount</b>	
					<b>Overtime Total</b>	

## Appendix 5

### *Materials and Contracts*

Applicant Name:			Date:	
Jurisdiction:		Disaster:		
Equipment Description	Operator's Name	Hours	Rate	Total
		Daily Equipment Total		

Applicant Name:			Date:	
Jurisdiction:		Disaster:		
Materials / Contract Description	From or With (Company Name)	Invoice #	Invoice Date	Total
		Materials/Contract Totals		

RESOLUTION 2019-85

WHEREAS, on June 11, 2002, the Grand Island Fire Department entered into a Memorandum of Understanding (MOU) with the Nebraska Emergency Management Agency (NEMA); and

WHEREAS, the MOU allows fire department personnel to participate in a statewide hazardous material response group; and

WHEREAS, the updated agreement provides for reimbursement to the City of Grand Island for personnel costs and the replacement of equipment and supplies used during a hazardous material response team activation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the revised agreement between the Grand Island Fire Department and NEMA is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney





# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-4

**#2019-86 - Approving Engineering Consulting Agreement for  
North Road- Old Potash Highway to 13th Street Roadway  
Improvements; Project No. 2019-P-6**

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

# **Council Agenda Memo**

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

**Meeting:** March 12, 2019

**Subject:** Approving Engineering Consulting Agreement for North Road- Old Potash Highway to 13<sup>th</sup> Street Roadway Improvements; Project No. 2019-P-6

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

## **Background**

The North Road- Old Potash Highway to 13<sup>th</sup> Street Roadway Improvements; Project No. 2019-P-6 is for the improvement of North Road from just north of the intersection with Old Potash Highway and the intersection with 13<sup>th</sup> Street. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

On January 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for the south section of North Road from Old Potash Highway to 13<sup>th</sup> Street Roadway Improvements, with seventeen (17) potential respondents.

## **Discussion**

Four (4) engineering firms submitted qualifications for the engineering services for the south section of North Road- Old Potash Highway to 13<sup>th</sup> Street Roadway Improvements; Project No. 2019-P-6. Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Alfred Benesch & Company's conceptual design and cost estimate services will be provided on a time and expense basis not to exceed \$96,524.00. Such services will include a detailed topographic survey, geotechnical analysis, and traffic

operations study of the corridor to allow for proper cost estimation. Amendments will be required in the future for final engineering design and construction phase services.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$96,524.00.

### **Sample Motion**

Move to approve the resolution.



## **CONSULTING SERVICES AGREEMENT**

CLIENT	City of Grand Island	Project Name	City of Grand Island North Road Project 1
Address	City Hall, 100 East First Street Grand Island, NE 68802		
		Project Location	North Road - Old Potash to 13 <sup>th</sup> Street Grand Island, NE
Telephone	308-385-5444		
Client Contact	Keith Kurz	Consultant PM	Terry Brown
Client Job No.		Consultant Job No.	

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

### Attachment A

### Scope of Services

### Fee Estimates

### 2019 Employment Classification and Rate Schedule

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

☒ Attachment A: Scope of Services and Fee Estimate

☒ Attachment B: Schedule of Unit Rates

☐ Attachment C: \_\_\_\_\_

or

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

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

☐ BY LUMP SUM: \$\_\_\_\_.

☐ BY TIME AND MATERIALS: \$\_\_\_\_.

☒ BY OTHER PAYMENT METHOD (See Attachment A): \$96,524.

☐ AS SHOWN ON SERIALY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

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

**CLIENT**

**ALFRED BENESCH & COMPANY**

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_

PRINT NAME: Anthony Dirks, P.E.

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_, 20\_\_\_\_

DATE: February 28, 2019

BENESCH OFFICE: Lincoln

ADDRESS: 825 M Street, Suite 100

Lincoln, NE 68508

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



## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

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

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

#### 1.2 Scope of Services and Fees

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

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

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

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

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

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

##### 2.2.2 Chargeable Time

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

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

##### 2.2.3 Overtime Rates

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

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

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

##### 2.3.2 Direct Expenses

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

#### 2.4 Payment Conditions

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

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

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

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

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

## **SECTION 3 - Term of Agreement**

### **3.1 Term**

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

### **3.2 Abandonment of Work**

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

### **3.3 Termination of Agreement**

#### **3.3.1 Termination with Cause**

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

#### **3.3.2 Termination without Cause**

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

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

### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

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

## **SECTION 4 - General Considerations**

### **4.1 Assignment and Responsibility for Personnel**

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

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

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

### **4.2 Insurance**

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

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

Consultant's commercial general liability insurance.

### **4.3 Successors and Assigns**

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

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

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

### **4.4 Compliance with Law**

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

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

### **4.5 Ownership and Reuse of Documents**

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

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

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

### **4.6 Consultant's Personnel at Project Site**

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

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

### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic

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

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

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

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

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

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

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

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

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

#### **5.2 Limitation of Liability**

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

#### **5.3 No Special or Consequential Damages**

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

#### **5.4 Indemnification**

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

#### **5.5 No Third Party Beneficiaries**

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

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



third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

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

### **6.2 Joint Preparation**

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

### **6.3 Headings**

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

### **6.4 Severability**

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

### **6.5 Dispute Resolution**

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

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

### **6.6 Equal Opportunity**

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

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

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

### **6.7 Governing Law**

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

### **6.8 Entire Agreement**

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

## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

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

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

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

☐ **S.2 Subsurface Investigations**

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

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

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

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

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

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

**S.3.3 Contaminated Equipment**

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

# **ATTACHMENT A**

## **Scope of Services**

Project 1 – North Road, Old Potash Highway to 13<sup>th</sup> Street

### **TASK 1. Preliminary Design**

#### *a. Project Management*

Benesch Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work.

#### *b. Topographic Survey*

Benesch will perform the necessary topographic ground survey with a combination of Benesch staff and Initial Point Surveying to confirm horizontal and vertical control, confirmation of section and property corners along the North Road corridor (at least 50' outside the existing ROW) from Old Potash Highway to 13<sup>th</sup> Street. Survey will extend to tie locations to include pavement and utilities at existing intersections. A topographic survey will be performed using the latest GPS technology. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. Benesch shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the Modified State Plane using known land survey monuments provided by the City of Grand Island. Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Grand Island projects in the area can be done for "design-fit" confirmation. Benesch will survey section corners in order to assemble the geometry to create the right-of-way drawings and confirm any locations already established by the City of Grand Island. Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. Benesch will add a disclaimer to the drawings with respect to the undetermined location of underground utilities. Benesch will add additional information to the established base map from the City of Grand Island using any new topographic survey data.

#### *c. Utility Location/Verification*

Benesch will review the utility locations shown on the topographic survey, and verify these locations during field inspections. Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. Benesch will stake field locations of assumed water and private utility conflicts to be potholed by a subconsultant. Our survey crew will be on-site while the work to establish a top of pipe elevation at each pothole location. It is assumed there will be up to three days for potholing, observing and a one-man survey crew for any potential utility conflicts for up to 24 pothole locations. Benesch and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, Benesch will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

*d. Geotechnical Evaluation*

It is expected up to four (4) soil test borings will be taken with the project at locations within the proposed roadway pavement area. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. If traffic control is required, it would be provided by the City. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual.

The borings will be spaced approximately 1000 feet apart along should be located near the west end of the proposed roadway alignment and one boring should be located near the east end. Each boring will be drilled to a maximum depth of 10 feet below the existing ground surface. Shelby tube samples will be taken beneath the existing topsoil and Standard Penetration tests will be performed at 5-foot increments to the base of each boring. Laboratory testing will be performed to assist with classification and consistency of subgrade materials. Benesch shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing the subgrade preparation and determination of the pavement section for the project. Benesch shall prepare and submit an electronic copy of the geotechnical report to the City Project Manager for review.

*e. Traffic Analysis*

Benesch will review the traffic counts at the Faidley Ave. and North Road intersection provided by the City of Grand Island. The counts will be used to study the corridor and intersection to provide the best design alternatives including a two way stop, additional right turn lanes, preliminary roundabout design, or signalization and comparison to the current all-way stop explaining the benefits of an improved intersection. A memorandum will be submitted to the City for review and provide guidance on the intersection design.

*f. Drainage Analysis*

Benesch, coordinating with City of Grand Island staff, shall determine proposed outfall locations, curb and area inlet locations, delineate regional drainage areas and calculate 2, 5 and 10-year peak flow rates using the rational method for existing and proposed drainage systems. Proposed inlet locations shall be determined based on the proposed roadway profile and storm sewer hydraulic calculations shall be completed using the worksheets provided by the City or of similar format.

*g. Preliminary Design (30%+)*

Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of Grand Island documents. Design is assumed to be at least 30% complete and less than 50% complete that gives the City a reliable cost estimate of overall construction costs for this project. Plan sheets to be included in the Preliminary submittal include the following:

- Preliminary Typical Section(s)
- Preliminary alignment to best fit the ROW
- Roadway Plan and Profile
- Preliminary Intersection Improvements
- Preliminary Storm Sewer layout
- Preliminary Utility Relocation Plan
- Preliminary Right-of-Way

ATTACHMENT A

Page 2 of 3

*h. Cost Estimates*

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

*i. Public Involvement*

Benesch shall participate in a joint public involvement meeting including North Road Projects 1 & 2 and Old Potash Hwy. Benesch will provide information for the City to advertise, produce hand-outs, graphics necessary for the public involvement open house.

Task 1 services would start upon NTP and is assumed to be Mid- March 2019. Completion of Task 1 is estimated at 18 weeks after NTP approximately end of July 2019.

ATTACHMENT A

Page 3 of 3

**Fee Estimate**  
**Preliminary Design Services**  
**North Road Improvements Project 1 - Grand Island, NE**

Description	Estimated Quantity	Unit Price	Amount
<b>Preliminary Design</b>			
a. Project Management			
Senior Project Manager	60.0 hr.	\$ 168.00 /hr.	\$ 10,080.00
Progress Meetings	8.0 hr.	\$ 275.00 hr	\$ 2,200.00
b. Topographic Survey			
Senior Project Manager	4.0 hr.	\$ 168.00 hr	\$ 672.00
Senior Surveyor	4 hr	\$ 110.00 hr	\$ 440.00
Initial Point Surveying Sub Consultant			\$ 14,050.00
c. Utility Locations/Verification			
Field Inspection	24.0 hr.	\$ 79.00 hr	\$ 1,896.00
Project Engineer I	8 hr	\$ 107.00 hr	\$ 856.00
Polthole Sub Consultant Diamond Engineering	24 hr.	\$ 200.00 hr.	\$ 4,800.00
Initial Point Survey Sub Consultant			\$ 1,800.00
d. Geotechnical Evaluation			
Data Research (Project Scientist II)	21.0 hr.	\$ 74.00 ea.	\$ 1,554.00
Design Recommendations/Report (Design Engineer II)	40.0 hr.	\$ 121.00 ea.	\$ 4,840.00
Drilling, Testing, Expenses O'Malley Sub consultant			\$ 2,200.00
Vehicle and field & lab expenses			\$ 1,300.00
e. Traffic Analysis			
Senior Traffic Engineer	24.0 hr.	\$ 168.00 /hr.	\$ 4,032.00
Project Engineer II	16.0 hr.	\$ 107.00 /hr.	\$ 1,712.00
Senior Tech	4.0 hr.	\$ 112.00 hr	\$ 448.00
f. Drainage Analysis			
Senior Project Manager	8.0 hr.	\$ 168.00 /hr.	\$ 1,344.00
Project Engineer II	40.0 hr.	\$ 121.00 /hr.	\$ 4,840.00
Project Engineer 1	16.0 hr.	\$ 107.00 hr	\$ 1,712.00
g. Preliminary Design (30% +)			
Senior Project Manager	8.0 hr.	\$ 168.00 /hr.	\$ 1,344.00
Senior Traffic Engineer	32.0 hr.	\$ 168.00 /hr.	\$ 5,376.00
Project Manager II	60.0 hr.	\$ 154.00 /hr.	\$ 9,240.00
Project Engineer I	120.0 hr.	\$ 107.00 hr	\$ 12,840.00
h. Cost Estimates			
Senior Project Manager	4.0 hr.	\$ 168.00 /hr.	\$ 672.00
Project Engineer II	8.0 hr.	\$ 121.00 /hr.	\$ 968.00
Project Engineer I	8.0 hr.	\$ 107.00 hr	\$ 856.00
i. Public Involvement			
Senior Project Manager/Senior Traffic Engineer	12.0 hr.	\$ 168.00 /hr.	\$ 2,016.00
Public Involvement Specialist	16.0 hr.	\$ 72.00 /hr.	\$ 1,152.00
Project Engineer I	12.0 hr.	\$ 107.00 hr	\$ 1,284.00
<b>Preliminary Design Services Not to Exceed :</b>			<b>\$ 96,524</b>



## 2019 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

<b><u>CLASSIFICATION</u></b>	<b><u>BILLABLE RATE</u></b>
Project Manager I	\$130.00
Project Manager II	\$154.00
Senior Project Manager	\$168.00
Project Principal	\$224.00
Designer I	\$85.00
Designer II	\$98.00
Project Engineer I	\$107.00
Project Engineer II	\$121.00
Senior Project Engineer	\$140.00
Technologist I	\$57.00
Technologist II	\$72.00
Senior Technologist	\$112.00
Technical Specialist I	\$84.00
Technical Specialist II	\$93.00
Senior Technical Specialist	\$121.00
Construction Representative I	\$73.00
Construction Representative II	\$84.00
Construction Representative III	\$103.00
Inspector I	\$65.00
Inspector II	\$75.00
Sr. Inspector	\$80.00
Project Scientist I (Geotechnical)	\$62.00
Project Scientist II (Geotechnical)	\$74.00
Field/Lab Technician I	\$50.00
Field/Lab Technician II	\$57.00
Field/Lab Technician III	\$66.00
Senior Field/Lab Technician	\$87.00
Instrument Operator	\$55.00
Party Chief	\$70.00
Surveyor (RLS)	\$92.00
Senior Surveyor (RLS)	\$110.00
Scientist I	\$60.00
Scientist II	\$68.00
Project Scientist I (Environmental)	\$84.00
Project Scientist II (Environmental)	\$103.00
Project Scientist III (Environmental)	\$112.00
Senior Project Scientist	\$127.00

Intern	\$52.00
Marketing Assistant	\$52.00
Marketing Coordinator	\$72.00
Marketing Manager	\$101.00
Office Assistant	\$47.00
Project Assistant I	\$53.00
Project Assistant II	\$59.00
Division Administrative Assistant I	\$53.00
Division Administrative Assistant II	\$65.00



RESOLUTION 2019-86

WHEREAS, on January 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for North Road- Old Potash Highway to 13<sup>th</sup> Street Roadway Improvements; Project No. 2019-P-6; and

WHEREAS, on January 22, 2019 four (4) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska wish to enter into an Engineering Services Agreement to provide conceptual design and cost estimate engineering consulting services for such project; and

WHEREAS, an amendment will be brought before council at a later date to address additional services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska for engineering services related to North Road- Old Potash Highway to 13<sup>th</sup> Street Roadway Improvements; Project No. 2019-P-6, in the amount of \$96,524.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-5

**#2019-87 - Approving 2nd Renewal of the 2017 Contract for Annual Pavement Markings for the Street Division of the Public Works Department**

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

# Council Agenda Memo

**From:** Shannon Callahan, Streets Superintendent

**Meeting:** March 12, 2019

**Subject:** Approving 2<sup>nd</sup> Renewal of the 2017 Contract for Annual Pavement Markings for the Street Division of the Public Works Department

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

## Background

Pavement markings are a critical part of maintaining safety of the City's roadways and have strict standards on size, location, color, and reflectivity set by the Manual on Uniform Traffic Control. Since the 2014 striping season a contractor has been utilized for painted pavement marking maintenance which has allowed the Streets Division to re-organize its labor force and focus on the storm sewer cleaning program. Another benefit of utilizing contractor services is a reduction in traffic disruption accomplished by "night work", conducted during off-peak hours, and faster completion times due to the use of specialized equipment.

In February of 2017, the City of Grand Island City Council authorized the award of a pavement marking maintenance contract to Straight-Line Striping, Inc. of Grand Island, Nebraska. The renewable contract was written as a three year agreement, which includes the original term plus two opportunities to renew for an additional one-year period.

Bid Summary from February 7, 2017.

<b><i>Bidder</i></b>	<b><i>Sub-Contractor(s)</i></b>	<b><i>Exceptions</i></b>	<b><i>Total Bid</i></b>
Straight-Line Striping, Inc. Grand Island, NE	County Line Striping, LLC Grand Island, NE	None	\$86,690.95
Highway Signs, Inc. Omaha, NE	None	None	\$125,470.00
Trafcon, Inc. Lincoln, NE	None	None	\$162,520.00

A change order was approved in 2017 for a total contract amount of \$93,690.35.

A Contract renewal for the 2018 season was approved by City Council on March 13, 2018, via Resolution 2018-68, for a contract amount of \$102,339.00.

## **Discussion**

2019 will be the second and final renewal period under the existing contract with Straight-Line Striping. The one-year renewal term is contingent upon mutual agreement, by the City and the Contractor, of the original contract terms and any unit price changes.

The Streets Division and Straight-Line Striping, Inc. both have an interest in renewing the contract for the 2019 striping season. Straight-Line Striping has proposed unit price increases, due to material supplier price increases, for a total contract amount of \$108,387.25.

Straight-Line Striping has also proposed the use of the same subcontractor as last year, County Line Striping, for pavement marking symbols.

Public Works staff compared the proposed unit prices to the original bids received in 2017 and Straight-Line Striping's new unit prices are still below the other bidder(s). Therefore, these prices are considered to be fair and justified.

## **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 second contract renewal period of *Annual Pavement Markings 2017* to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$108,387.25.

## **Sample Motion**

City Administration recommends that the Council approve the second contract renewal period of *Annual Pavement Markings 2017* to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$108,387.25.

## **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **STRAIGHT-LINE STRIPING, INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *ANNUAL PAVEMENT MARKINGS 2017 (2018 CONTRACT RENEWAL)*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. STRAIGHT-LINE STRIPING, INC. bid signed and dated February 6, 2017.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **ONE HUNDRED EIGHT THOUSAND THREE HUNDRED EIGHTY SEVEN & 25/100 DOLLARS (\$108,387.25)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the ANNUAL PAVEMENT MARKINGS 2017.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Streets Division, and complete the work in accordance with the schedule as noted in the Detailed Specification of the bidding documents.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order

ARTICLE VIII. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

**STRAIGHT-LINE STRIPING, INC.**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

The contract and bond are in due form according to law and are hereby approved.

\_\_\_\_\_ Date \_\_\_\_\_  
Attorney for the City

## **APPENDIX A – TITLE VI NON-DISCRIMINATION -**

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.



RESOLUTION 2019- 87

WHEREAS, the City of Grand Island City Council authorized a contract, in the amount of \$86,690.95, via Resolution No. 2017-53 , for Annual Pavement Markings 2017 with Straight-Line Striping, Inc. of Grand Island, Nebraska on February 28, 2017; and

WHEREAS, on August 22, 2017, via Resolution No. 2017-229 , Change Order No. 1 was approved to such contract in the amount of \$7,000.00, for a total contract amount of \$93,690.35; and

WHEREAS, the contract allowed for two additional one-year terms pending mutual agreement between the City and the Contractor, including negotiated unit price adjustments; and

WHEREAS, the City of Grand Island City Council approved the first contract renewal period on March 13, 2018, via Resolution 2018-68; and

WHEREAS, Straight-Line Striping, Inc. of Grand Island, Nebraska submitted justified unit price changes and proposed County Line Striping as a subcontractor for the 2019 contract renewal period, and has fulfilled other statutory requirements contained therein; and

WHEREAS, based on the City's estimated quantities and the proposed unit prices the total estimated cost for the 2019 contract renewal period is \$108,387.25.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the unit prices and subcontractor proposed by Straight-Line Striping, Inc. of Grand Island, Nebraska for the Annual Pavement Markings 2017second contract renewal period is mutually agreeable.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-6

**#2019-88 - Approving Continuation of Sanitary Sewer District No. 543; Willow Street**

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

# **Council Agenda Memo**

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

**Meeting:** March 12, 2019

**Subject:** Approving Continuation of Sanitary Sewer District No. 543; Willow Street

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

## **Background**

Sanitary Sewer District 543 was created by the City Council on January 22, 2019. Legal notice of the creation of the District was published in the *Grand Island Independent* on January 28, 2019, with notification being mailed to all involved property owners.

The boundary for the proposed district was selected in order to serve an area previously unserved that is located north of 4<sup>th</sup> Street, east of Congdon Avenue (see attached sketch). Sanitary sewer was requested in this area in 2003, and again in September 2017. The proposed district boundary would eliminate around fifteen (15) septic tanks and provide sanitary service to twenty (20) lots. Of the fifteen (15) septic tanks at least three (3) may be in failure and discharging poorly treated waste directly to groundwater. There is a portion of this area that is not served by City water, and is operating private drinking water wells. It is advantageous to construct such sanitary sewer main now as there is Community Development Block Grant (CDBG) funding available for 2019, which will reduce the assessment amount for the property owners by about half.

## **Discussion**

The district completed the 30-day protest period at 5:00 p.m., Wednesday, February 27, 2019. There were two (2) protests filed against this District by affected property owners. These owners represent 158.49 front feet, or 5.20% of the total District frontage of 3,046.60 feet.

The Public Works Department recommends that the assessments for the district be spread equally across the lots in the district with a ten (10) year repayment schedule.

The current estimate is shown below.

- Total District- \$400,000.00- \$450,000.00
- City share due to rehab of existing line- \$70,000.00- \$90,000.00
- Grant Funds- \$180,000.00
- Assessment per parcel- \$9,000.00- \$10,000.00

## **Alternatives**

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

1. Approve the continuation of Sanitary Sewer District 543.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

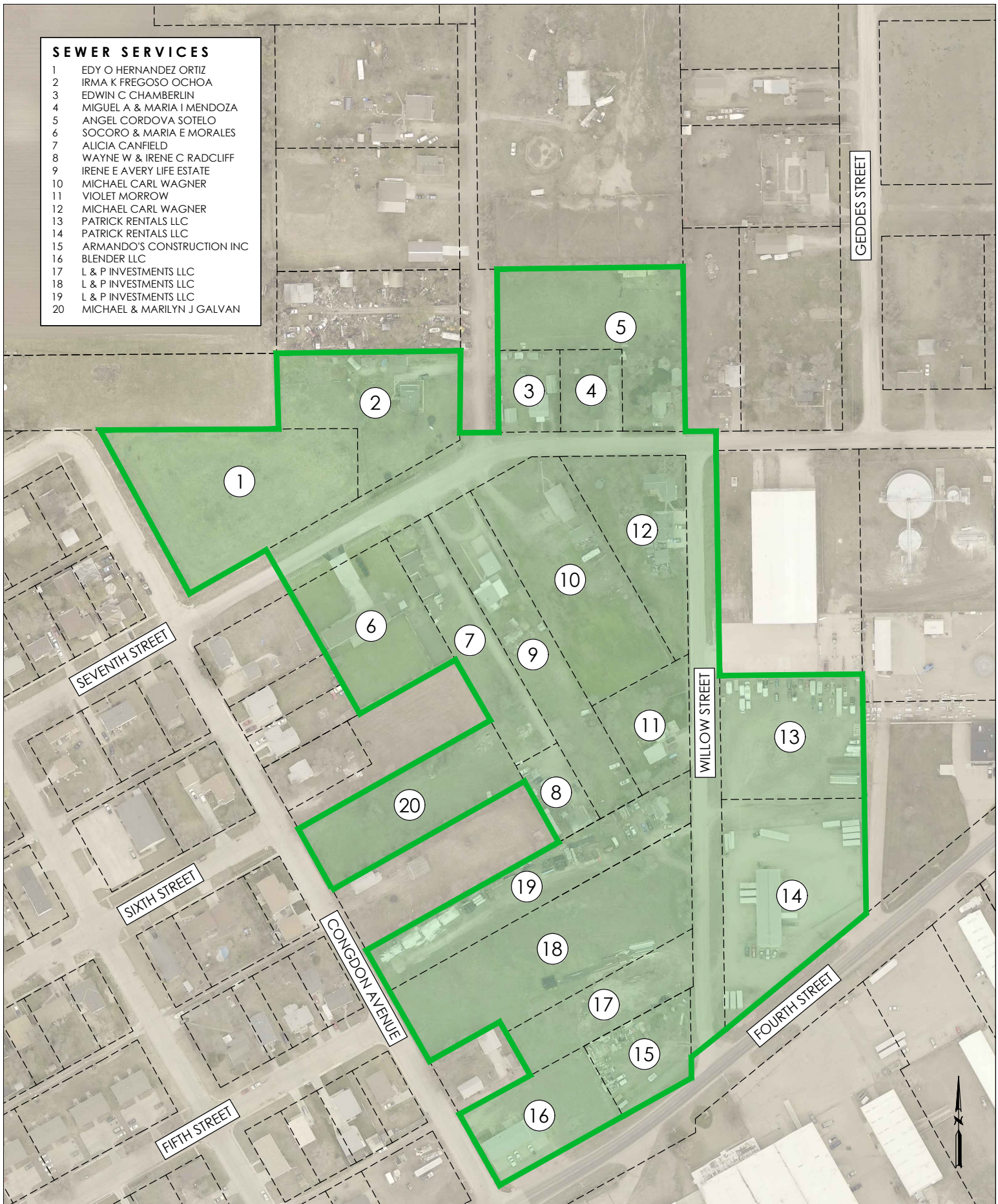
City Administration recommends that the Council approve the continuation of Sanitary Sewer District 543.

## **Sample Motion**

Move to approve the continuation of Sanitary Sewer District 543.

# SEWER SERVICES

- 1 EDY O HERNANDEZ ORTIZ
- 2 IRMA K FREGOSO OCHOA
- 3 EDWIN C CHAMBERLIN
- 4 MIGUEL A & MARIA I MENDOZA
- 5 ANGEL CORDOVA SOTELO
- 6 SOCORO & MARIA E MORALES
- 7 ALICIA CANFIELD
- 8 WAYNE W & IRENE C RADCLIFF
- 9 IRENE E AVERY LIFE ESTATE
- 10 MICHAEL CARL WAGNER
- 11 VIOLET MORROW
- 12 MICHAEL CARL WAGNER
- 13 PATRICK RENTALS LLC
- 14 PATRICK RENTALS LLC
- 15 ARMANDO'S CONSTRUCTION INC
- 16 BLENDER LLC
- 17 L & P INVESTMENTS LLC
- 18 L & P INVESTMENTS LLC
- 19 L & P INVESTMENTS LLC
- 20 MICHAEL & MARILYN J GALVAN



PROPOSED DISTRICT BOUNDARY LIMITS

RESOLUTION 2019-88

WHEREAS, Sanitary Sewer District No. 543; Willow Street, was created by Ordinance No. 9721 on January 22, 2019; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on February 27, 2019, and two (2) protests representing 5.20% of the total District frontage was received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 543, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-7

**#2019-89 - Approving Acquisition Contract with Nebraska Department of Transportation (NDOT) to Acquire Right-of-Way and Temporary Easement for Improvements to US Highway 30 Bridges in Grand Island; Project No. NH-30-4(162); Control No. 42776**

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

# **Council Agenda Memo**

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

**Meeting:** March 12, 2019

**Subject:** Approving Acquisition Contract with Nebraska Department of Transportation (NDOT) to Acquire Right-of-Way and Temporary Easement for Improvements to US Highway 30 Bridges in Grand Island; Project No. NH-30-4(162); Control No. 42776

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

## **Background**

The Nebraska Department of Transportation (NDOT) is preparing plans for improvements to US Highway 30 bridges at the junction of US Highway 30 and US Highway 281/North 2 and from the intersection of US Highway 30 and Old Lincoln Highway east to the intersection of US Highway 30 and Grant Street, with the City cost sharing on the portion within City limits.

All agreements must be approved by the City Council.

## **Discussion**

In conjunction with the improvements to US Highway 30 Bridges project, right-of-way and temporary easement are needed, as follows, with exhibits attached.

### NDOT Tract No. 2 (southwest side of US Highway 30 overpass @ 2<sup>nd</sup> Street)

The City of Grand Island is the owner of the property where a sidewalk will be located. The NDOT is acquiring 2,289.03 square feet of ROW at \$1.00 per square foot, for a total dollar amount of \$2,290.00.

### NDOT Tract No. 3 (north side of Old Potash Highway, west of Blaine Street)

The City of Grand Island is the owner of the property where a sidewalk will be located. The NDOT is acquiring 708.66 square feet of Temporary Easement for a total dollar amount of \$200.00.



The total cost of work within City limits for this project is currently estimated to be \$1,842,000.00 with the City's share at \$213,200.00. The actual cost is likely to be greater than the preliminary estimates as details of design are further developed.

### **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 Acquisition Contract and associated documents.

### **Sample Motion**

Move to approve authorization for the Mayor to sign the contract and associated documents.



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

## ACQUISITION CONTRACT

Copies to:

1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: **30-4(162)**

Project Name: **In Grand Island Bridges (TK)**

Control No.: **42776**

Tract No.: **2**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between **City of Grand Island, Nebraska**,  
Address: **PO Box 1968, Grand Island, NE 68802**, hereinafter called the OWNER, and the Nebraska  
Department of Transportation, hereinafter called the STATE.

### RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real estate described as follows:

A TRACT OF LAND LOCATED IN LOTS 6 AND 7, BLOCK 9, BAKERS ADDITION, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHWESTERLY A DISTANCE OF 76.41 FEET ALONG THE EASTERLY ARTHUR STREET RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 11.49 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTHERLY HIGHWAY 30 RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 123 DEGREES, 35 MINUTES, 14 SECONDS RIGHT, A DISTANCE OF 127.24 FEET ALONG SAID HIGHWAY 30 RIGHT OF WAY LINE; THENCE SOUTHEASTERLY DEFLECTING 056 DEGREES, 24 MINUTES, 46 SECONDS RIGHT, A DISTANCE OF 17.46 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTHERLY SECOND STREET RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 117 DEGREES, 24 MINUTES, 59 SECONDS RIGHT, A DISTANCE OF 79.55 FEET; THENCE WESTERLY DEFLECTING 020 DEGREES, 53 MINUTES, 44 SECONDS RIGHT, A DISTANCE OF 53.21 FEET TO A POINT ON THE EASTERLY ARTHUR STREET RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2289.03 SQUARE FEET, MORE OR LESS.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

Project No.: **30-4(162)**  
Project Name: **In Grand Island Bridges (TK)**  
CN: **42776**  
Tract No.: **2**  
Page: **1**

2,289.03sf Industrial at \$1.00sf	\$2,290.00
<div style="text-align: right;"> <b>TOTAL</b> </div>	
	\$2,290.00

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the STATE to the OWNER.

REMARKS

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.

Page 79 / 165

Duly executed this \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

City of Grand Island, Nebraska

\_\_\_\_\_  
**Acknowledging Member, Agent or Manager**

\_\_\_\_\_  
**Print or type name of Acknowledging Member, Agent or Manager**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

On this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me, a General  
Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person(s)  
whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a  
voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

\_\_\_\_\_  
Notary Public

[  
NOTARY STAMP HERE  
]

**Project No.: 30-4(162)**  
**Project Name: In Grand Island Bridges (TK)**  
**CN: 42776**  
**Tract No.: 2**

**STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
*Brendon Schmidt - Right of Way Manager*

Date \_\_\_\_\_

**Project No.: 30-4(162)  
Project Name: In Grand Island Bridges (TK)  
CN: 42776  
Tract No.: 2**

FOR REGISTER OF DEEDS USE ONLY

Return to: Tina Yates

Nebraska Dept. of Transportation, R.O.W. Division

1500 Highway 2, Box 94759

Lincoln, NE 68509-4759

### WARRANTY DEED

PROJECT: 30-4(162)

C.N.: 42776

TRACT: 2

KNOW ALL PERSONS BY THESE PRESENTS:

THAT: **City of Grand Island, Nebraska**

Organized and existing under and by virtue of the laws of the State of Nebraska  
hereinafter known as the Grantor, for and in consideration of the sum of **ONE AND NO/100----**  
**(\$1.00)----DOLLAR AND OTHER VALUABLE CONSIDERATION** in hand paid does hereby  
grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF  
TRANSPORTATION, the following described real property;

A TRACT OF LAND LOCATED IN LOTS 6 AND 7, BLOCK 9, BAKERS ADDITION, HALL COUNTY,  
NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHWESTERLY A  
DISTANCE OF 76.41 FEET ALONG THE EASTERLY ARTHUR STREET RIGHT OF WAY LINE TO THE  
POINT OF BEGINNING; THENCE NORTHWESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00  
SECONDS, A DISTANCE OF 11.49 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE  
SOUTHERLY HIGHWAY 30 RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 123 DEGREES, 35  
MINUTES, 14 SECONDS RIGHT, A DISTANCE OF 127.24 FEET ALONG SAID HIGHWAY 30 RIGHT OF WAY  
LINE; THENCE SOUTHEASTERLY DEFLECTING 056 DEGREES, 24 MINUTES, 46 SECONDS RIGHT, A  
DISTANCE OF 17.46 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTHERLY  
SECOND STREET RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 117 DEGREES, 24 MINUTES,  
59 SECONDS RIGHT, A DISTANCE OF 79.55 FEET; THENCE WESTERLY DEFLECTING 020 DEGREES, 53  
MINUTES, 44 SECONDS RIGHT, A DISTANCE OF 53.21 FEET TO A POINT ON THE EASTERLY ARTHUR  
STREET RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2289.03 SQUARE FEET,  
MORE OR LESS.

## **WARRANTY DEED**

**PROJECT: 30-4(162)**

**C.N.: 42776**

**TRACT: 2**

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and to its successors and assigns forever.

Said Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said Grantor warrants and will defend that title to said real property against the lawful claims of all persons, whomsoever.

WARRANTY DEED

PROJECT: 30-4(162)

C.N.: 42776

TRACT: 2

Duly executed this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

City of Grand Island, Nebraska

\_\_\_\_\_  
Acknowledging Member, Agent or Manager

Print or type name of Acknowledging Member, Agent or Manager

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

On this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me, a General  
Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person(s)  
whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a  
voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

\_\_\_\_\_  
Notary Public





NEBRASKA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

## ACQUISITION CONTRACT

Copies to:

1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: **30-4(162)**

Project Name: **In Grand Island Bridges (TK)**

Control No.: **42776**

Tract No.: **3**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between **City of Grand Island, Nebraska**,  
Address: **PO Box 1968, Grand Island, NE 68802**, hereinafter called the OWNER, and the Nebraska  
Department of Transportation, hereinafter called the STATE.

### TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby  
grants to the STATE a Temporary Easement to certain real estate described as follows:

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR SIDEWALK CONSTRUCTION  
PURPOSES, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH,  
RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS  
FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER; THENCE  
WESTERLY A DISTANCE OF 430.56 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION;  
THENCE NORTHERLY DEFLECTING 090 DEGREES, 39 MINUTES, 00 SECONDS RIGHT, A  
DISTANCE OF 34.66 FEET TO A POINT ON THE NORTHERLY OLD POTASH HIGHWAY RIGHT OF  
WAY LINE TO THE POINT OF BEGINNING; THENCE NORTHERLY DEFLECTING 000 DEGREES, 00  
MINUTES, 00 SECONDS, A DISTANCE OF 5.36 FEET; THENCE WESTERLY DEFLECTING 090  
DEGREES, 30 MINUTES, 24 SECONDS LEFT, A DISTANCE OF 17.00 FEET; THENCE SOUTHERLY  
DEFLECTING 089 DEGREES, 29 MINUTES, 36 SECONDS LEFT, A DISTANCE OF 5.34 FEET TO A  
POINT ON THE NORTHERLY OLD POTASH HIGHWAY RIGHT OF WAY LINE; THENCE EASTERLY  
DEFLECTING 090 DEGREES, 25 MINUTES, 47 SECONDS LEFT, A DISTANCE OF 17.00 FEET ALONG  
SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 90.90 SQUARE FEET, MORE  
OR LESS.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES  
DURING THE CONSTRUCTION OF THE PROJECT. UPON COMPLETION AND ACCEPTANCE OF  
PROJECT 30-4(162), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY  
EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND  
ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR SIDEWALK CONSTRUCTION  
PURPOSES, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH,  
RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS  
FOLLOWS:

Project No.: **30-4(162)**  
Project Name: **In Grand Island Bridges (TK)**  
CN: **42776**  
Tract No.: **3**  
Page: **1**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 PACKERS AND BARRS ANNEX TO THE CITY OF GRAND ISLAND; THENCE NORTHERLY A DISTANCE OF 13.41 FEET ALONG THE WEST LINE OF SAID LOT 3 ALONG THE EAST LINE OF THE PROPERTY OWNED BY THE GRANTOR(S); THENCE WESTERLY DEFLECTING 089 DEGREES, 10 MINUTES, 51 SECONDS LEFT, A DISTANCE OF 46.09 FEET; THENCE SOUTHERLY DEFLECTING 090 DEGREES, 35 MINUTES, 09 SECONDS LEFT, A DISTANCE OF 13.39 FEET TO A POINT ON THE NORTHERLY OLD POTASH HIGHWAY RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 089 DEGREES, 23 MINUTES, 25 SECONDS LEFT, A DISTANCE OF 46.15 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 617.76 SQUARE FEET, MORE OR LESS.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT. UPON COMPLETION AND ACCEPTANCE OF PROJECT 30-4(162), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

<b>90.90sf Temporary Easement</b>	<b>\$100.00</b>
<b>617.76sf Temporary Easement</b>	<b>100.00</b>
<b>TOTAL</b>	<b>\$200.00</b>

It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

**Project No.: 30-4(162)**  
**Project Name: In Grand Island Bridges (TK)**  
**CN: 42776**  
**Tract No.: 3**  
**Page: 2**

Expenses for partial release of mortgages will be paid by the STATE, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the STATE to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

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**REMARKS**

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**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

---

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.

---

Project No.: 30-4(162)  
Project Name: In Grand Island Bridges (TK)  
CN: 42776  
Tract No.: 3  
Page: 3

Duly executed this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

**City of Grand Island, Nebraska**

\_\_\_\_\_  
**Acknowledging Member, Agent or Manager**

\_\_\_\_\_  
**Print or type name of Acknowledging Member, Agent or Manager**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me, a General  
Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person(s)  
whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a  
voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

\_\_\_\_\_  
Notary Public

[  
NOTARY STAMP HERE  
]

**Project No.: 30-4(162)**  
**Project Name: In Grand Island Bridges (TK)**  
**CN: 42776**  
**Tract No.: 3**

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
*Brendon Schmidt - Right of Way Manager*

Date \_\_\_\_\_

Project No.: 30-4(162)  
Project Name: In Grand Island Bridges (TK)  
CN: 42776  
Tract No.: 3





NEBRASKA DEPARTMENT OF TRANSPORTATION TEMPORARY EASEMENT ACQUISITION

Grand Island

SECTION 17, TOWNSHIP 11 NORTH, RANGE 9 WEST  
GRAND ISLAND, NEBRASKA

Council Session - 3/12/2019

PUBLIC WORKS DEPARTMENT Page 91 / 165

RESOLUTION 2019-89

WHEREAS, the Nebraska Department of Transportation is preparing plans for improvements to US Highway 30 bridges at the junction of US Highway 30 and US Highway 281/North 2 and from the intersection of US Highway 30 and Old Lincoln Highway east to the intersection of US Highway 30 and Grant Street, with the City cost sharing on the portion within City limits; and

WHEREAS, the Nebraska Department of Transportation is working to acquire right-of-way and temporary easement to accommodate such project; and

WHEREAS, Acquisition Contracts and related documents have been reviewed and approved by the City Attorney's office for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Acquisition Contracts by and between the City of Grand Island and Nebraska Department of Transportation for the state to acquire right-of-way and temporary easement to accommodate improvements to US Highway 30 bridges at the junction of US Highway 30 and US Highway 281/North 2 and from the intersection of US Highway 30 and Old Lincoln Highway east to the intersection of US Highway 30 and Grant Street is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney





# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-8

**#2019-90 - Approving Engineering Consulting Agreement for  
North Road- 13th Street to Highway 2 Roadway Improvements;  
Project No. 2019-P-5**

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

# **Council Agenda Memo**

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

**Meeting:** March 12, 2019

**Subject:** Approving Engineering Consulting Agreement for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5

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

## **Background**

The North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 is for the improvement of North Road from just north of 13<sup>th</sup> Street to Highway 2. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

On January 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for the north section of North Road from 13<sup>th</sup> Street to Highway 2 Roadway Improvements, with seventeen (17) potential respondents.

## **Discussion**

Four (4) engineering firms submitted qualifications for the engineering services for the north section of North Road from 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5. JEO Consulting Group of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

JEO Consulting Group's services shall consist of a detailed topographic survey, geotechnical analysis, and traffic operations study of the corridor to allow for proper cost estimation. It will also include final design and bidding services for the portion of the project from Highway 2 to Capital Avenue. All services will be provided on a time and

expense basis not to exceed \$676,820.00. Amendments will be required in the future for additional engineering services.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the agreement with JEO Consulting Group of Grand Island, Nebraska, in the amount of \$676,820.00.

### **Sample Motion**

Move to approve the resolution.



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between City of Grand Island ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

North Road Paving Improvements – 13<sup>th</sup> Street to Highway 2 ("Project").

JEO Project Number: 190020.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

---

**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

---

**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

---

**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

---

#### 4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

#### 4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Grand Island

Engineer: JEO Consulting Group, Inc.

\_\_\_\_\_

\_\_\_\_\_

By: Roger G. Steele

By: Ryan C. Kavan, PE

Title: Mayor

Title: Project Manager

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

Date Signed: March 4, 2019

Address for giving notices:

Address for giving notices:

City Hall

JEO Consulting Group, Inc.

100 E. First St.

308 West 3<sup>rd</sup> Street

Grand Island, NE 68801

Grand Island, NE 68801

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EXHIBIT A  
Scope of Services  
Grand Island North Road  
JEO Project No. 190020.00

**PROJECT UNDERSTANDING:**

The primary objective of this project is to improve North Road from the recently completed roundabout at 13<sup>th</sup> Street north to Nebraska Highway 2. Proposed improvements include concrete roadway paving with curb and gutter, evaluation of paving width, geotechnical investigation, Right-of-Way/Easement acquisition, storm drainage improvements, evaluation of sidewalk construction, and evaluation of potential roundabouts at the State Street and Capital Avenue intersections along North Road.

**SCOPE OF SERVICES:**

**1 PHASE 1: PROJECT MANAGEMENT:**

**1.1 GENERAL PROJECT MANAGEMENT**

- a. Coordinate kick-off meeting to be held with City Staff and JEO Staff.
- b. Coordination.
  - i. Coordination with internal teams
  - ii. Management of project scope of services and schedule.
  - iii. Coordination with sub consultants.
  - iv. Coordination with ancillary jurisdictions.
    - 1. These include Northwest High School, Grand Island Utilities, and Nebraska Department of Transportation District 4.
- c. Project Invoicing of work completed by JEO staff and subconsultants monthly.
- d. Monthly progress reports to be submitted with invoices monthly.

**2 PHASE 2: STUDY AND REPORT**

**2.1 DATA COLLECTION**

- a. Coordinate Utility Locates with one-call.
- b. Perform Topographic Survey of project corridor.
  - i. Includes side streets to approximately 150 outside of North Road ROW.
  - ii. Driveways back a minimum of 35' or to building face.
  - iii. Depths/Flowline elevations of storm sewer structures that can be opened within project limits, size of storm sewer pipes.
  - iv. Depths and size of sanitary sewer mains within project limits.
  - v. Utilities above grade.
  - vi. Utilities below grade that are identified by the utility owners from the One-Call locate request.
- c. Prepare Base Map of the topographic survey into AutoCAD for use in Design.
- d. Plat research or Right-of-way to be included in the Base Map.

**2.2 GEOTECHNICAL INVESTIGATION**

- a. Coordinate with Geotechnical Service Inc. to perform the following:

- i. 7 borings throughout the project between 13<sup>th</sup> Street and Nebraska Highway 2 to a depth of 10 feet.
- ii. 2 borings north of Capital Avenue to a depth of 20 feet for use in the sanitary sewer design and verify groundwater depth.
- iii. 1 boring south of Capital Avenue to a depth of 15 feet for verification of ground water elevation.
- iv. Logs of subsurface conditions encountered by field personnel.
- v. Laboratory analysis including:
  1. Up to 40 moisture content tests (ASTM D2216).
  2. 3 unconfined compression tests (ASTM D2166).
  3. 2 Atterberg Limits Tests (ASTM D4318).
  4. Actual type and number of tests will depend on the soil conditions encountered.
- vi. The results will be compiled into a report with the following information:
  1. Subsurface soil conditions, including depth and consistency of soil strata;
  2. Groundwater levels as observed during field work, excluding quantitative determinations of flow or dewatering rates;
  3. Site grading recommendations, including a discussion of anticipated excavations requirements;
  4. Pavement subgrade recommendations;
  5. Pavement design recommendations;
  6. Excavation considerations;
  7. Suitability of on-site material for structural fill;
  8. A map of the boring locations;
  9. Logs of the explorations; laboratory test results.
- vii. The report will be submitted in an electronic (PDF) format.

## **2.3 URBAN DRAINAGE DESIGN**

- a. Perform hydrologic analysis to determine runoff conditions for the contributing drainage areas of the specified roadway improvements (up to 3 storm events such as 2, 5, 10 or 100-year). Hydrologic analysis to be generally based upon existing conditions hydrologic models developed as part of the Moore's Creek master plan, unless otherwise agreed upon with the City.
- b. Perform hydraulic analysis of key drainage features. Hydraulic analysis to be performed for the purpose of siting and sizing of drainage ditches, pipes and inlets to provide adequate drainage meeting the City's drainage requirements.
- c. A drainage technical memorandum will be prepared outlining the procedures and methods to support the drainage analysis and design.
- d. Based upon the results of the hydrology and hydraulics, a preliminary drainage plan will be developed and presented to the client as a part of the preliminary design.
- e. Feedback regarding the preliminary drainage plan will be requested from the City and will be incorporated into a revised plan. The revised drainage plan will be updated and included in the 60% design.

## **2.4 TRAFFIC STUDY**

- a. Data Gathering/Field Review:
  - i. Existing information will be assembled (existing plans/as-builts, current or previous traffic counts, previous reports, etc.) to support the traffic analysis.
  - ii. Field review will include confirming existing intersection and roadway geometrics, traffic control device locations, etc.
- b. Traffic Data Collection:
  - i. City staff provided existing peak hour intersection turning movement counts for the intersections of North Road with State Street, Capital Avenue and Highway 2.
  - ii. While conducting field review activities, JEO staff will collect brief count data (for 15-30 minutes at school start and dismissal times) at the Northwest High School drives on North Road to assist with evaluation of possible access modifications.
  - iii. No other traffic count data will be collected.
- c. Existing Conditions Operational Analysis
  - i. The Consultant will conduct existing conditions intersection capacity analyses (unsignalized, signalized or roundabout as needed) for the intersections of North Road with State Street, Capital Avenue, Highway 2 and Northwest High School Drives on North Road using Synchro, Highway Capacity Software or SIDRA based on Highway Capacity Manual (HCM) analysis procedures.
  - ii. Applicable traffic signal warrants in the Manual on Uniform Traffic Control Devices (MUTCD) will be evaluated for major intersections.
- d. Develop Future (2045) Traffic Forecast
  - i. The Consultant will develop future year (2045) traffic forecasts for the corridor.
  - ii. Traffic forecasts will be developed based on review of historic growth rates along the corridor, review of available forecast data from the GIAMPO travel demand model, as well as review of planned land use development along the corridor.
  - iii. Future year intersection turning movement volumes will be developed by applying peak hour and directional distribution factors to forecast daily traffic volumes.
  - iv. Trip generation and distribution characteristics of planned land use along the corridor will be reviewed and considered, as appropriate, as the traffic forecasts are developed.
- e. Future Conditions Operational Analysis
  - i. The Consultant will conduct future conditions intersection capacity analyses (unsignalized, signalized or roundabout as needed) for the intersections of North Road with State Street, Capital Avenue, Highway 2 and Northwest High School Drives on North Road using Synchro, Highway Capacity Software or SIDRA based on Highway Capacity Manual (HCM) analysis procedures.
  - ii. Applicable traffic signal warrants in the Manual on Uniform Traffic Control Devices (MUTCD) will be evaluated for major intersections



- f. Safety Review
  - i. The Consultant will review crash data for the corridor for the most recent 3-year period, including major crash trends and contributing circumstances, to identify any mitigation strategies that should be considered in the design of the project.
  - ii. Access management will also be reviewed as part of the traffic analysis and conceptual design to determine if possible access management modifications should be considered
- g. Traffic Study Report
  - i. The Consultant will prepare a brief report summarizing the procedures, findings and recommendations of the traffic study

### **3 CONCEPTUAL DESIGN – 13<sup>TH</sup> STREET TO HIGHWAY 2:**

#### **3.1 UTILITY COORDINATION**

- a. Determine Initial Utility Conflicts:
  - i. Based on the topographic survey base map, and proposed improvements including storm sewer, grading and potential Sanitary Sewer improvements, determine likely conflicts with existing utilities.
- b. Utility Pothole Verification:
  - i. Based on the initial utility conflicts identified, JEO will stake up to 30 locations for Diamond Engineering to pothole to determine depth of existing utility facilities.
  - ii. JEO will then survey the elevation of the located utility and incorporate into the Topographic base map.
- c. Coordinate with existing utilities:
  - i. JEO will host meetings with each of the Utility Owners and the City to discuss potential conflicts, impacts and how to address these issues.
  - ii. Two (2) meetings with each of the seven (7) anticipated utility owners is anticipated.
    - 1. Anticipating potentially 3 telecommunications companies.
    - 2. Anticipating 1 natural gas company.
    - 3. Anticipating 3 City utilities: Water, Sanitary Sewer and Electric (separate meetings with respective staff).
- d. Options for modifying the preliminary design to minimize impacts to existing utilities based on the outcomes of the meetings with the utilities, will be considered and discussed with City staff.
  - i. May include adjustments to sanitary sewer manholes to accommodate proposed street elevations, relocation of fire hydrants, water main lowering, adjusting storm sewer alignments or other changes to the preliminary design.
- e. Develop Initial Status of Utilities
  - i. This includes identified locations of existing utilities, specifically in areas of potential conflict.
  - ii. Commitments from the Utility owners of improvements they intend to make and schedule.

- iii. A finalized version will be available to be included in the final bidding documents.

**3.2 30% COMPLETE DESIGN, FROM CAPITAL AVENUE TO HIGHWAY 2:**

- a. Develop typical cross sections.
  - i. Starting with the City's typical 41-foot wide cross section for North Road, Capital Avenue and State Street.
  - ii. Consider revisions to the standard typical section as may be needed to reduce impacts to the existing right-of-way or existing utilities.
- b. Develop Conceptual Storm Sewer Layout based on the Drainage Study results.
- c. Develop Conceptual sanitary sewer plans
  - i. Preliminary Sanitary Sewer Design from existing Sanitary Sewer north to existing private Lift Station in Northview Subdivision.
  - ii. Proposed Sanitary Sewer Main is to be 15" PVC. City to provide JEO with desired sanitary sewer size and material.
  - iii. Review the survey data in comparison to the sewer main alignment.
  - iv. Prepare a 30% complete set of proposed sanitary sewer alignment plans (Conceptual Design). These plans will show a plan and profile view showing a proposed alignment and sewer main depths. These plans will not contain any build notes or specifications.
  - v. Attend up to 2 meetings with City staff to discuss the Sanitary Sewer portion of the project.
- d. Develop Conceptual Landscaping Plans.
  - i. Develop a landscape conceptual plan for two roundabouts (North Road and State Street and North Road and Capital Avenue). May include landscaping of the approaches into the roundabouts.
  - ii. Review the preliminary landscape plan with the City.
  - iii. Prepare a preliminary cost opinion to the City
  - iv. Update the conceptual plan based on comments from the City.
  - v. The landscape plan is not proposed to be in the final bid documents and is not proposed to be shown as a final design.
- e. Develop Profile, Alignment and Corridor in AutoCAD Civil 3D.
  - i. Develop a preliminary profile with the intent of eliminating roadside ditches along the majority of the corridor.
  - ii. Develop a preliminary alignment, that may not be centered within the existing Right-of-way to minimize impacts to utilities and/or the existing right-of-way.
  - iii. Develop a preliminary corridor based on the proposed typical sections, alignments and profiles.
- f. Perform Construction Phasing and Constructability Review
  - i. Conduct an initial review of how the project north of Capital Avenue may need to be phased to accommodate construction and access to adjoining property owners.
  - ii. Initial phases of construction and temporary access to properties will be developed.
- g. Identify impacts to properties from proposed improvements.

- i. Drafting of needed acquisitions limits based on grading limits, drainage improvements, sidewalk improvements, driveway reconstruction limits, intersection improvements and other elements of the project.
  - h. Create a preliminary plan set, Including:
    - i. Preliminary plan and profile sheets showing the proposed alignment and profile and proposed limits of construction
    - ii. Preliminary storm sewer plan sheets.
    - iii. Storm Sewer Cross Sections
      - 1. These sheets are for JEO and City review purposes to verify potential utility conflicts and pavement clearance. This set of plans sheets will not be advanced to the final plan documents.
    - iv. Preliminary Construction & Removal Sheets to establish preliminary quantities.
  - i. Prepare a 30% opinion of Probable Cost.
  - j. Conduct an internal 30% QA/QC review of plan documents to date.
  - k. Conduct a 30% plan set review meeting with City Staff. Only one meeting will be held to discuss both the 3.2 and 3.3 30% design tasks.
  - l. Revise 30% conceptual plans based on comments from meeting with City Staff.
- 3.3 **30% COMPLETE DESIGN, FROM 13TH STREET TO CAPITAL AVENUE:**
  - a. Develop typical cross sections.
    - i. Starting with the City's typical 41-foot wide cross section for North Road, Capital Avenue and State Street.
    - ii. Consider revisions to the standard typical section as may be needed to reduce impacts to the existing right-of-way or existing utilities.
  - b. Develop Conceptual Storm Sewer Layout based on the Drainage Study results.
  - c. Develop Conceptual Landscaping Plans.
    - i. Develop a landscape conceptual plan for two roundabouts (North Road and State Street and North Road and Capital Avenue). May include landscaping of the approaches into the roundabouts.
    - ii. Review the preliminary landscape plan with the City.
    - iii. Prepare a preliminary cost opinion to the City
    - iv. Update the conceptual plan based on comments from the City.
    - v. The landscape plan is not proposed to be in the final bid documents and is not proposed to be shown as a final design.
  - d. Develop Profile, Alignment and Corridor in AutoCAD Civil 3D.
    - i. Develop a preliminary profile with the intent of eliminating roadside ditches along the majority of the corridor.
    - ii. Develop a preliminary alignment, that may not be centered within the existing Right-of-way to minimize impacts to utilities and/or the existing right-of-way.
    - iii. Develop a preliminary corridor based on the proposed typical sections, alignments and profiles.
  - e. Perform Construction Phasing and Constructability Review
    - i. Conduct an initial review of how the project south of Capital Avenue may need to be phased to accommodate construction and access to adjoining property owners.

- f. Identify impacts to properties from proposed improvements.
  - i. Drafting of needed acquisitions limits based on grading limits, drainage improvements, sidewalk improvements, driveway reconstruction limits, intersection improvements and other elements of the project.
- g. Create a preliminary plan set, Including:
  - i. Preliminary plan and profile sheets showing the proposed alignment and profile and proposed limits of construction and major proposed improvements including pavement and storm sewer
- h. Prepare a 30% opinion of Probable Cost.
- i. Conduct an internal 30% QA/QC review of plan documents to date.
- j. Conduct a 30% plan set review meeting with City Staff. Only one meeting will be held to discuss both the 3.2 and 3.3 30% design tasks.
- k. Revise 30% conceptual plans based on comments from meeting with City Staff.

**3.4 STAKEHOLDER AND COMMUNITY ENGAGEMENT:**

- a. Public Involvement Planning and Project Update Meetings:
  - i. JEO will meet with project team members to develop public involvement strategies (1 meeting).
  - ii. JEO shall be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.
  - iii. JEO will provide periodic public involvement updates and coordination with city staff.
  - iv. 1 meeting is planned in person with City Staff and Community Engagement personnel. Community Engagement personnel will be available to join design/progress meetings via conference calling (3 anticipated).
- b. Public Involvement Plan:
  - i. JEO will develop a public involvement plan for review and approval by project team members.
  - ii. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders.
  - iii. All information to be sent to the public or posted to the web shall be reviewed by the City's Project manager prior to distribution.
  - iv. The information will be submitted for review a minimum of one week prior to publication.
  - v. Coordination with the North Road – South Project design team will include conference calls to discuss coordination of materials, displays, information and background of the projects with JEO, the City and the Project Engineer team for the Old Potash to 13<sup>th</sup> Street project.
- c. One-on-One and/or Small Group Stakeholder Meetings:
  - i. JEO will meet with individuals who are significantly affected by the project as needed.
  - ii. These meetings will be conducted separate from public open house meetings
  - iii. Up to twelve (12) total one-on-one and/or small group stakeholder meetings are anticipated
- d. Open House Public Meeting (1 Meeting) and Public Information Materials:

- i. JEO will schedule, arrange, and facilitate One public open house. The focus of the meeting would introduce design concepts to the public along with identifying the needs along the corridor. JEO shall draft a notice of the open house to be reviewed by the City's Project Manager, who will coordinate with the media.
  - ii. JEO shall prepare up to 4 project fact sheets, up to 4 table top displays, sign-in sheets, signage and public notices for the open house meeting.
  - iii. During the public meeting, City staff and JEO will be available to answer questions and receive comments. JEO will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. JEO shall provide follow-up to questions or comments provided at the public meetings.
  - iv. One single open house public meeting (1 meeting) is intended to be held for both the North Road – North Project (JEO) and the North Road – South Project design team. Levels of coordination of presentation materials and background will be established during the Public Involvement Planning task.
- e. Public Notification and Informational Materials and Social Media.
  - i. JEO will develop public information content throughout the course of the project. This content will be provided as needed for the city to use through its normal social media and other public notification methods. JEO shall also develop other informational material such as door hangers, postcards, or individual letters to property owners as requested by the City's Project Manager. All informational materials shall be reviewed and approved by the City's Project Manager prior to printing.
  - ii. JEO will coordinate with the City's Project Manager to provide project information for placement on the City's website. JEO shall review the web site at a minimum on a monthly basis to make sure the content is still accurate and will post/update open house information within 48 hours of open houses being scheduled.
- f. Final Public Involvement Report Documentation:
  - i. JEO will write a final report documenting the public involvement process. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

#### **4 FINAL DESIGN – CAPITAL AVENUE TO HIGHWAY 2**

##### **4.1 90% COMPLETE DESIGN:**

- a. Incorporate 30% plan comments from City, Plan-in-hand meeting and QA/QC reviews.
- b. Advance Sanitary Sewer plans to Final Plans
  - i. Final Design is anticipated for approximately 700 feet north of Capital Avenue to approximately the North lot line of the Primrose property in the NE quadrant of Capital Avenue and North Road.

- ii. Final Design for an extension from the dry 10" interceptor sanitary sewer from the Northview Subdivision Lift Station to a new manhole anticipated to be on the east side of North Road for a future interceptor to connect into.
  - iii. Abandonment or other work of the existing Lift Station is not included.
  - iv. Prepare submission for final review by the City.
  - v. Prepare submission for review by the Nebraska Department of Environmental Quality.
- c. Review Constructability and design temporary construction measures for phasing:
  - i. Evaluate options for maintaining access to the properties during construction.
  - ii. Evaluate options for minimizing construction activities along the Grand Island Northwest High School property during the school year.
- d. Coordination with Utilities of 90% plans.
- e. Create 90% Plan Set to include the following plan sheets:
  - i. Typical Cross Sections
  - ii. Geometrics Joints and Grades
  - iii. Drainage Plans
  - iv. Erosion Control and Final Grading Plans
  - v. Plan and Profile
  - vi. Construction Plans
  - vii. Removal Plans
  - viii. Detail Plans
    - 1. Grand Island Standard Plan Sheets will be used as much as possible.
    - 2. Develop needed details for elements not covered by Grand Island Standard Plans.
  - ix. Temporary Traffic Control Plans
    - 1. Includes construction phasing
    - 2. Includes Construction Detour Routes
  - x. Permanent Traffic Control Sheets
    - 1. Includes recommended signage installation
    - 2. Includes pavement markings
- f. Prepare 90% Opinion of Probable Cost
- g. Prepare Special Provisions
  - i. Grand Island Standard Specifications will be utilized.
  - ii. Special Provisions will be developed for items of work not included in the Grand Island Standard Specifications.
- h. Prepare updated Status of Utilities.
- i. Conduct an internal 90% QA/QC review
- j. Conduct a 90% plan set review meeting with City Staff.

**4.2 PERMITTING:**

- a. Complete a Flood Zone Permit for proposed work for flood plain administrator approval.
- b. Complete a Nebraska Department of Transportation permit for proposed work

within NDOT (Highway 2) Right-of-way for the City to submit to NDOT for approval.

**4.3 RIGHT-OF-WAY ACQUISITION:**

- a. Draft exhibits of easements, temporary and/or permanent, and Right-of-Way exhibits for needed acquisition.
  - i. Temporary Easements, Permanent Easements and Right-of-Way to be acquired will be shown on a single exhibit per property/owner as identified from Title Search.
  - ii. A total of 36 exhibits are anticipated to be drafted for individual properties along this project.
- b. Title Research
  - i. A title search will be performed on an estimated thirty-six (36) properties that may be impacted to determine fee ownership and liens and encumbrances which affect the title.
- c. Appraisal Report
  - i. Preparation of an estimated thirty-six (36) appraisal reports which will provide a value for impacts to properties and the portion that may be acquired.
- d. Acquisition:
  - i. Acquisition of easements or right-of-way is anticipated on up to thirty-six (36) properties.
  - ii. Midwest Right-of-Way Services acquisition agents will make every effort to understand the project's objective and the project's impact on each property before meeting with individual property owners. They will prepare all documents, present and explain the offers answer all acquisition-related questions, and secure signatures from all interested parties. They will explain the construction plans to each owner and will also explain the effect of the project on their property. Our agents will attempt to meet with each property owner at least three times if necessary.
  - iii. The goal is to acquire the necessary right-of-way through amicable negotiations.
  - iv. If Condemnation is required, Midwest Right of Way Services will deliver the parcel file to the City of Grand Island and be available for consultation or condemnation testimony.
- e. Relocation Assistance Services:
  - i. Relocations agents will provide relocation assistance and advisory services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the Nebraska Relocation Assistance Act.
  - ii. The relocation agent will meet with the City to review the program and discuss the scope of work before beginning any activities relating to relocation assistance.
  - iii. They will follow the general procedures, provide services, create and maintain records and submit report and status reports as required by the State.

- iv. The tasks involved with relocation activities include initial interviews with displacees, preparation of studies, presentation of offers, inspecting replacement properties, attending closings, monitoring moves, processing and reviewing claims, and providing advisory services.
- v. One (1) potential relocation assistance is included. No individual property has been identified as needing this service at the time of the creation of this scope but may become needed as the project progresses through the design phases.

#### **4.4 DESIGN FINALIZATION PROCESS**

- a. Finalize plans based on 90% plan review comments.
  - i. Necessary changes from the acquisition of easements and right-of-way will be incorporated into the plans at this time.
  - ii. The plan sheets identified in Phase 5.1 will be included in the final plan set for bidding.
- b. Finalize Status of Utilities
- c. Finalize Opinion of Probable Costs
- d. Finalize special provisions based on 90% review comments and right of way and easement acquisitions.
- e. Create Construction Documents, signed and sealed by Professional Engineers licensed in the State of Nebraska
- f. Provide (3) sets of printed final plans to the City on 11x17 paper plan sets and a PDF version of all signed plan sheets.
- g. Provide final drawings in AutoCAD 2017 format for the City's records.

### **5 BIDDING AND NEGOTIATION**

#### **5.1 BIDDING AND NEGOTIATION**

- a. Furnish Copies of Plans, Specifications, Status of Utilities, and spreadsheet of bid items, to the City for the City to incorporate into a bid package and contract documents.
  - i. The City shall issue the bidding documents.
  - ii. The City's standard specifications shall be utilized for the technical specifications and general conditions of the bid package.
  - iii. JEO will provide special provisions to supplement the City's specifications
  - iv. JEO will provide in excel format a quantity sheet for the City to incorporate into a bid form.
  - v. The City's standard contract documents shall be utilized and completed by City Staff.
  - vi. JEO will provide in PDF format the signed/sealed plan sheets for the City to include in the bid package.
- b. Respond to inquiries from prospective bidders.
  - i. JEO will assist the City with responding to bidders' questions during the bidding process.
  - ii. Assist the City in issuing an addendum during the bidding process as may be necessary to ensure complete and accurate bidding.



- c. Assist the City in securing construction bids.
  - i. JEO shall attend the bid opening with the City
- d. Tabulate and analyze Construction bids
- e. Review the received bids with the City.
- f. Prepare a letter of Recommendation for project award approval to the City.

**EXCLUSIONS:**

- Corps 404, wetland delineation or other environmental permitting.
- SWPPP preparation, administration and inspections.
- Construction Services (to be negotiated later).
- Relocation services or acquisition services beyond the number of properties identified.
- Any permit fees associated with permit applications
- Special meetings and meetings not outlined in the Scope of Services
- Updates to water, sanitary sewer, storm sewer and electrical or other services maps or GIS database.
- Sizing calculations of the proposed sanitary sewer main.
- Traffic Signal Design

**SUBCONSULTANTS:**

- Diamond Engineering – Utility Potholing
- RDG Planning & Design – Landscape design in and near roundabouts
- GSI Engineering, LLC – Geotechnical Evaluation and Pavement Design recommendations.
- Midwest ROW Services, Inc. – Right-of-Way Acquisition services.

**SCHEDULE:**

NTP: March 13, 2019

2.1	Data Collection Capital Avenue to Highway 2	March 14 through April 15
2.2	Data Collection 13th Street to Capital Avenue	April 1 through May 1
2.3	Geotechnical Investigation	March 14 through April 15
2.4	Urban Drainage Study	March 14 through April 15
2.5	Traffic Study	March 14 through April 15
3.1	Utility Coordination	April 15 through June 15
3.2	30% Design – Capital Avenue to Highway 2	April 15 through June 15
3.3	30% Design – 13th Street to Capital Avenue	May 1 through July 1
3.4	Stake Holder and Community Engagement	March 14 through August 1
	Tentative Public Meeting	July 15*
	*Subject to coordination with the North Road – South project design team.	
4.1	90% Complete Design	July 1 through September 1
4.2	Permitting	September 1 through October 1
4.3	ROW Acquisition Easement Descriptions	August 1 through September 1
	ROW Negotiations	September 1 through December 1**
	**Subject to successful negotiations.	
4.4	Final Design	November 1 through December 15
5.1	Bidding and Negotiating	December 15 through January 31***
	***Subject to council dates and advertisement. Exact bidding dates will be determined during the final design.	

**PROJECT FEE SUMMARY:**

<b>Phase 1 Project Management .....</b>	<b>\$47,465.00</b>
Task 1.1 Project Management.....	\$47,465.00
<b>Phase 2 Study and Report .....</b>	<b>\$99,700.00</b>
Task 2.1 Data Collection Capital Ave. to Highway 2 .....	\$28,470.00
Task 2.2 Data Collection 13th St. to Capital Ave. ....	\$37,920.00
Task 2.3 Geotechnical Evaluation.....	\$3,685.00
Task 2.4 Urban Drainage Study .....	\$14,160.00
Task 2.5 Traffic Study .....	\$15,465.00
<b>Phase 3 Conceptual Design 13<sup>th</sup> to HWY 2.....</b>	<b>\$220,880.00</b>
Task 3.1 Utility Coordination .....	\$48,955.00
Task 3.2 30% Design Capital to Highway 2 .....	\$72,255.00
Task 3.3 30% Design 13th to Capital .....	\$45,610.00
Task 3.4 Stakeholder and Community Engagement .....	\$54,060.00
<b>Phase 4 Final Design.....</b>	<b>\$302,270.00</b>
Task 4.1 90% Complete Design .....	\$111,940.00
Task 4.2 Permitting .....	\$1,455.00
Task 4.3 ROW Acquisition .....	\$162,285.00
Task 4.4 Design Finalization Process .....	\$26,590.00
<b>Phase 5 Bidding and Negotiation.....</b>	<b>\$6,505.00</b>
Task 5.1 Bidding and Negotiation.....	\$6,505.00
<b>TOTAL .....</b>	<b>\$676,820.00</b>

All fees are hourly not to exceed the contract total.

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

RESOLUTION 2019-90

WHEREAS, on January 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5; and

WHEREAS, on January 22, 2019 four (4) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria JEO Consulting Group of Grand Island, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and JEO Consulting Group of Grand Island, Nebraska wish to enter into an Engineering Services Agreement to provide Project Management, Study and Report, Conceptual Design, Final Design, Bidding and Negotiation, and Acquisition services for such project; and

WHEREAS, an amendment will be brought before council at a later date to address additional services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and JEO Consulting Group of Grand Island, Nebraska for engineering services related to North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$676,820.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-9

**#2019-91 - Approving Bid Award - Boiler Chemical Clean Piping  
at Platte Generating Station - Spring, 2019**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** March 12, 2019

**Subject:** Boiler Chemical Clean Piping Spring 2019

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

## **Background**

The main boiler at the Platte Generating Station (PGS) produces 750,000 pounds per hour of steam for production of electricity. Over time, deposits build up on the interior of the boiler tubes. The deposits are made up of iron and copper compounds along with some chemicals from the routine water treatment. The deposits in the PGS boiler have reached a point where they need to be cleaned out to avoid future damage to the boiler. Removal of the deposits requires a chemical cleaning, generally consisting of circulating acids and specialized cleaning chemicals through the boiler.

The chemical cleaning will be performed during the next outage in April of this year. Contracts have already been awarded for a Chemical Cleaning Consultant and Chemical Cleaning Company. To accommodate their work, the plant must modify some of the boiler piping to provide new connections for their chemical cleaning equipment. Plant staff developed bid specifications for the piping modifications required.

## **Discussion**

The specifications for the Boiler Chemical Clean Piping were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on February 26, 2019. Responses were received from four bidders as listed below. The engineer's estimate for this project was \$150,000.00.

Bidder	*Adjusted Bid Price
Rasmussen Mechanical Services - Kearney, Nebraska	*\$ 55,502.00
Hayes Mechanical – LaVista, Nebraska	\$ 76,500.00
Locke AMI – Olathe, Kansas	\$154,891.00
TEI Construction Services – Richmond, Texas	\$174,898.00



The bids were reviewed by plant management staff. An adjustment was made to the Rasmussen Mechanical Services, Inc., proposal in the amount of \$3,871.00 for the addition of one ten-foot pipe section and valves that they had missed in the Addendum.

Rasmussen Mechanical Services, Inc., of Kearney, Nebraska, has successfully performed similar scopes of work at PGS in the past and is qualified to perform the Boiler Chemical Clean Piping work. The bid from Rasmussen Mechanical Services, Inc., of Kearney, Nebraska, is the lowest and best bid and is compliant with specifications.

### **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 of Rasmussen Mechanical Services, Inc., of Kearney, Nebraska, as the low responsive bidder, with a bid in the amount of \$55,502.00.

### **Sample Motion**

Move to approve the bid in the amount of \$55,502.00 from Rasmussen Mechanical Services, Inc., of Kearney, Nebraska, for the Boiler Chemical Clean Piping.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 26, 2019 at 2:15 p.m.  
**FOR:** Boiler Chemical Clean Piping-Spring 2019  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$150,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** February 9, 2019  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>Hayes Mechanical</u></b> La Vista, NE	<b><u>TEI Construction Services, Inc.</u></b> Richmond, TX
<b>Bid Security:</b>	Great American Insurance Co.	Atlantic Specialty Insurance Co.
<b>Exceptions:</b>	Noted	Noted

<b>Bid Price:</b>		
<b>Material:</b>	\$ 4,800.00	\$ 12,100.00
<b>Labor:</b>	\$70,020.00	\$158,563.00
<b>Sales Tax:</b>	<u>\$ 1,680.00</u>	<u>\$ 4,235.00</u>
<b>Total Bid:</b>	\$76,500.00	\$174,898.00

<b>Bidder:</b>	<b><u>Locke AML, LLC</u></b> Olathe, KS	<b><u>Rasmussen Mechanical Services, Inc.</u></b> Kearney, NE
<b>Bid Security:</b>	Travelers Casualty & Surety Co.	Merchants Bonding Co.
<b>Exceptions:</b>	None	None

<b>Bid Price:</b>		
<b>Material:</b>	\$ 7,240.00	\$ 6,000.00
<b>Labor:</b>	\$146,781.00	\$30,814.00
<b>Sales Tax:</b>	<u>\$ 870.00</u>	<u>\$ 294.00</u>
<b>Total Bid:</b>	\$154,891.00	\$51,631.00

cc: Tim Luchsinger, Utilities Director

Pat Gericke, Utilities Admin. Assist.

Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent  
Darrell Dorsey, PGS Plant Superintendent

Patrick Brown, Finance Director  
Karen Nagel, Utilities Secretary

**P2110**

RESOLUTION 2019-91

WHEREAS, the City of Grand Island invited sealed bids for Boiler Chemical Clean Piping at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 26, 2019, bids were received, opened and reviewed; and

WHEREAS, Rasmussen Mechanical Services of Kearney, 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 \$55,502.00; and

WHEREAS, the bid of Rasmussen Mechanical Services is less than the estimate for Boiler Chemical Clean Piping at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rasmussen Mechanical Services, in the amount of \$55,502.00 for Boiler Chemical Clean Piping at Platte Generating Station, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	▣ _____
March 8, 2019	▣ City Attorney



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-10

**#2019-92 - Approving the Purchase of a 2019 Compact Excavator and Trailer for the Utilities Water Department**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** March 12, 2019

**Subject:** Purchase of a 2019 Compact Excavator and Trailer for the Utilities Water Department

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

## **Background**

The City Water Department is responsible for the maintenance, and if needed the replacement of 5,300 valves, 2,500 fire hydrants, and over 300 miles of water main. The Water Department currently uses a John Deere Backhoe/Loader to excavate broken valves and fire hydrants that require replacement, and to dig up, and repair broken water mains. A backhoe works well in most cases, but its size requires more restoration work and time to complete a repair.

A compact excavator is smaller in size and has rubber tracks. The smaller size allows for work being done in the public right-of-way to be safer, have less traffic disruption, and can be used in tight areas where a backhoe would not fit. The compact excavator has the ability to pile or load spoils 180 degrees behind the excavation, reducing disruption to the area. The tracks create less pressure on the ground reducing damage to yards, landscaping and concrete, which will save time and money in restoration.

## **Discussion**

To meet competitive bidding requirements, the Utilities Department obtained pricing from the State of Nebraska Purchasing Contract No. 14660 OC awarded to Central Nebraska Bobcat. The State Contract gives all dealers in Nebraska the opportunity to bid on the contract and provided a bid of \$86,472.24.

The second program, Source Well, formally known as the National Joint Powers Association (NJPA) is available for purchasing a similar Compact Excavator from Murphy Tractor & Equipment. Murphy Tractor & Equipment provided a bid in the amount of \$87,600.00.

Utilities Department staff is recommending the purchase of the Compact Excavator from Central Nebraska Bobcat of Grand Island in the amount of \$86,472.24.

This Compact Excavator meets all the requirements for the Water Department and an amount of \$150,000.00 was approved in the 2018-2019 FY budget for this purchase.

### **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 purchase of a 2019 Compact Excavator from Central Nebraska Bobcat for a purchase price of \$86,472.24.

### **Sample Motion**

Move to approve the purchase of a 2019 Compact Excavator from Central Nebraska Bobcat for a purchase price of \$86,472.24.



RESOLUTION 2019-92

WHEREAS, the City of Grand Island Utilities Water Department budgeted for a 2019 Compact Excavator with Trailer in the current budget; and

WHEREAS, the Utilities Department obtained pricing from the State of Nebraska Purchasing Contract No. 14660 OC that had been awarded to Central Nebraska Bobcat in the amount of \$86,472.24; and

WHEREAS, the Utilities Water Department budgeted for a Compact Excavator to meet the requirements for the Water Department, and the amount of State Contract 14660 OC is less than the amount budgeted for the Compact Excavator and Trailer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a Compact Excavator and Trailer per State of Nebraska Purchasing Contract No. 14660 OC, in the amount of \$86,472.24, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
March 8, 2019	▣ City Attorney





# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-11

**#2019-93 - Approving Bid Award - Water Main Project 2018-W-10  
- Custer Avenue between State Street and Capital Avenue**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** March 12, 2019

**Subject:** Water Main Project 2018-W-10 – Custer Avenue from  
State Street to Capital Avenue

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

## **Background**

Water Main Project 2018-W-10 will replace the existing 60-70 year old 6” water main that has been subject to multiple breaks over its lifetime and install an 8” ductile iron water main along Custer Avenue from State Street to Capital Avenue through trenchless construction methods. The new infrastructure will provide increased capacity and fire protection to the area.

## **Discussion**

Bidding documents were advertised in accordance with City Procurement Codes. Five plan service firms and thirteen construction companies received copies of the bid advertisement. Five bids were received and publicly opened at 2:00 p.m. on February 21, 2019. The engineer’s estimate for the project is \$750,000.

Tabulated below are the Evaluated Bid Prices:

Bidder	Bid Security	Exceptions	Evaluated Bid Price
Diamond Engineering Co. Grand Island, NE	Universal Surety Co.	None	\$480,774.03
Myers Construction, Inc. Broken Bow, NE	Inland Insurance Co.	None	\$467,435.30
Starostka Group, Unlimited, Inc. Grand Island, NE	Universal Surety Co.	None	\$643,865.51
Van Kirk Bros. Contracting Sutton, NE	Universal Surety Co.	None	\$395,372.35
K2 Construction Lincoln, NE	Western Surety Co.	Noted	\$744,318.48

The bids have been reviewed and evaluated. K2 Construction did take exception to the specifications with Bid Item D.1.49 having an incorrect unit of SY but should be LF. The exception is correct, and all bids reflect LF and not SY.

The bids from K2 Construction and Van Kirk Brothers Contracting contain miscalculations in the extension of the material quantity times the unit price. The corrections are shown on the attached spreadsheet. The evaluation increases the K2 Construction bid by \$66.80 for a total evaluated bid price of \$744,318.48; and the Van Kirk Brothers Contracting increases by \$19.20 for a total evaluated bid price of \$395,372.35. The other bids are without error.

### **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 from Van Kirk Sand & Gravel, Inc., dba Van Kirk Brothers Contracting of Sutton, Nebraska in the amount of \$395,372.35.

### **Sample Motion**

Move to approve the contract for Water Main Project 2018-W-10 to Van Kirk Sand & Gravel, Inc., dba Van Kirk Brothers Contracting, in the amount of \$395,372.35.

Item	Description	Estimated Quantity	Unit	Diamond Engineering Co. Grand Island, NE		Myers Construction, Inc. Broken Bow, NE		Starostka Group Unlimited Inc. Grand Island, NE		Van Kirk Bros. Contracting Sutton, NE		K2 Construction Sutton, NE	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D.1.01	8" r.j. d.i. pipe	2695.80	l.f.	\$86.00	\$231,838.80	\$78.00	\$210,272.40	\$163.30	\$440,224.14	\$68.00	\$183,314.40	\$145.00	\$390,891.00
D.1.02	6" s.j. d.i. pipe	146.90	l.f.	\$48.00	\$7,051.20	\$64.00	\$9,401.60	\$28.20	\$4,142.58	\$48.00	\$7,051.20	\$72.00	\$10,576.80
D.1.03	polywrap	2842.70	l.f.	\$2.25	\$6,396.08	\$1.00	\$2,842.70	\$3.80	\$10,802.26	\$1.85	\$5,259.00	\$1.25	\$3,553.38
D.1.04	8"x8" mj tee	1.00	ea.	\$450.00	\$450.00	\$600.00	\$600.00	\$345.00	\$345.00	\$340.00	\$340.00	\$225.00	\$225.00
D.1.05	8"x6" mj cross	1.00	ea.	\$500.00	\$500.00	\$648.00	\$648.00	\$400.00	\$400.00	\$365.00	\$365.00	\$310.00	\$310.00
D.1.06	8"x6" mj tee	6.00	ea.	\$425.00	\$2,550.00	\$524.00	\$3,144.00	\$313.00	\$1,878.00	\$305.00	\$1,830.00	\$336.00	\$2,016.00
D.1.07	8"x6" reducer	1.00	ea.	\$315.00	\$315.00	\$280.00	\$280.00	\$182.00	\$182.00	\$205.00	\$205.00	\$246.00	\$246.00
D.1.08	8"x90	2.00	ea.	\$355.00	\$710.00	\$408.00	\$816.00	\$231.00	\$462.00	\$260.00	\$520.00	\$293.00	\$586.00
D.1.09	8"x45	16.00	ea.	\$340.00	\$5,440.00	\$352.00	\$5,632.00	\$212.00	\$3,392.00	\$240.00	\$3,840.00	\$273.00	\$4,368.00
D.1.10	8" solid sleeve	6.00	ea.	\$355.00	\$2,130.00	\$412.00	\$2,472.00	\$232.00	\$1,392.00	\$260.00	\$1,560.00	\$262.00	\$1,572.00
D.1.11	8" retainer gland	75.00	ea.	\$88.00	\$6,600.00	\$58.00	\$4,350.00	\$79.75	\$5,981.25	\$75.00	\$5,625.00	\$115.00	\$8,625.00
D.1.12	6"x90" m.j. bend	1.00	ea.	\$320.00	\$320.00	\$300.00	\$300.00	\$189.00	\$189.00	\$205.00	\$205.00	\$254.00	\$254.00
D.1.13	6"x45" m.j. bend	5.00	ea.	\$310.00	\$1,550.00	\$260.00	\$1,300.00	\$175.00	\$875.00	\$205.00	\$1,025.00	\$240.00	\$1,200.00
D.1.14	6"x24" offset fitting	4.00	ea.	\$440.00	\$1,760.00	\$525.00	\$2,100.00	\$343.00	\$1,372.00	\$360.00	\$1,440.00	\$368.00	\$1,472.00
D.1.15	6" solid sleeve	1.00	ea.	\$315.00	\$315.00	\$280.00	\$280.00	\$182.00	\$182.00	\$200.00	\$200.00	\$246.00	\$246.00
D.1.16	6" retainer gland	30.00	ea.	\$75.00	\$2,250.00	\$38.00	\$1,140.00	\$63.90	\$1,917.00	\$55.00	\$1,650.00	\$100.00	\$3,000.00
D.1.17	6" m.j. plug	2.00	ea.	\$210.00	\$420.00	\$84.00	\$168.00	\$76.40	\$152.80	\$120.00	\$240.00	\$186.00	\$372.00
D.1.18	18"x8" tapping sleeve	1.00	ea.	\$1,800.00	\$1,800.00	\$1,960.00	\$1,960.00	\$1,691.00	\$1,691.00	\$1,850.00	\$1,850.00	\$8,000.00	\$8,000.00
D.1.19	8"x8" tapping sleeve	1.00	ea.	\$1,250.00	\$1,250.00	\$1,050.00	\$1,050.00	\$878.00	\$878.00	\$1,175.00	\$1,175.00	\$8,000.00	\$8,000.00
D.1.20	6"x6" tapping sleeve	2.00	ea.	\$1,115.00	\$2,230.00	\$840.00	\$1,680.00	\$716.00	\$1,432.00	\$985.00	\$1,970.00	\$6,100.00	\$12,200.00
D.1.21	8" tapping valve	2.00	ea.	\$1,500.00	\$3,000.00	\$1,990.00	\$3,980.00	\$1,354.00	\$2,708.00	\$1,675.00	\$3,350.00	\$2,600.00	\$5,200.00
D.1.22	8" gate valve	4.00	ea.	\$1,300.00	\$5,200.00	\$1,570.00	\$6,280.00	\$1,065.00	\$4,260.00	\$1,315.00	\$5,260.00	\$1,750.00	\$7,000.00
D.1.23	6" tapping valve	2.00	ea.	\$1,100.00	\$2,200.00	\$1,348.00	\$2,696.00	\$949.00	\$1,898.00	\$1,185.00	\$2,370.00	\$2,500.00	\$5,000.00
D.1.24	6" r.s. gate valve	7.00	ea.	\$950.00	\$6,650.00	\$1,006.00	\$7,042.00	\$711.00	\$4,977.00	\$925.00	\$6,475.00	\$1,315.00	\$9,205.00
D.1.25	valve box	15.00	ea.	\$190.00	\$2,850.00	\$140.00	\$2,100.00	\$154.85	\$2,322.75	\$185.00	\$2,775.00	\$160.00	\$2,400.00
D.1.26	fire hydrant	5.00	ea.	\$340.00	\$1,700.00	\$2,210.00	\$11,050.00	\$424.00	\$2,120.00	\$1,950.00	\$9,750.00	\$1,530.00	\$7,650.00
D.1.27	8" i-beam block	1.00	ea.	\$1,280.00	\$1,280.00	\$980.00	\$980.00	\$1,932.00	\$1,932.00	\$725.00	\$725.00	\$950.00	\$950.00
D.1.28	6" i-beam block	3.00	ea.	\$1,160.00	\$3,480.00	\$860.00	\$2,580.00	\$1,729.00	\$5,187.00	\$650.00	\$1,950.00	\$950.00	\$2,850.00
D.1.29	thrust block	19.00	ea.	\$335.00	\$6,365.00	\$110.00	\$2,090.00	\$77.20	\$1,466.80	\$60.00	\$1,140.00	\$320.00	\$6,080.00
D.1.30	duc-lugs & redi-rod	4.00	set	\$105.00	\$420.00	\$98.00	\$392.00	\$101.65	\$406.60	\$60.00	\$240.00	\$50.00	\$200.00
D.1.31	8"x2" tapping saddle	1.00	ea.	\$210.00	\$210.00	\$255.00	\$255.00	\$79.95	\$79.95	\$185.00	\$185.00	\$412.00	\$412.00
D.1.32	2" corporation stop	1.00	ea.	\$940.00	\$940.00	\$470.00	\$470.00	\$311.00	\$311.00	\$385.00	\$385.00	\$630.00	\$630.00
D.1.33	2" curb stop	1.00	ea.	\$1,175.00	\$1,175.00	\$1,215.00	\$1,215.00	\$477.00	\$477.00	\$675.00	\$675.00	\$485.00	\$485.00
D.1.34	2" type K copper	10.00	l.f.	\$44.00	\$440.00	\$40.00	\$400.00	\$13.20	\$132.00	\$35.00	\$350.00	\$45.00	\$450.00
D.1.35	1" corporation stop	6.00	ea.	\$725.00	\$4,350.00	\$248.00	\$1,488.00	\$91.40	\$548.40	\$120.00	\$720.00	\$225.00	\$1,350.00
D.1.36	1" curb stop	1.00	ea.	\$855.00	\$855.00	\$780.00	\$780.00	\$175.00	\$175.00	\$305.00	\$305.00	\$285.00	\$285.00
D.1.37	1" type K copper	21.00	l.f.	\$19.50	\$409.50	\$34.00	\$714.00	\$6.05	\$127.05	\$27.00	\$567.00	\$36.00	\$756.00
D.1.38	3/4" corporation stop	32.00	ea.	\$705.00	\$22,560.00	\$180.00	\$5,760.00	\$69.35	\$2,219.20	\$98.00	\$3,136.00	\$200.00	\$6,400.00
D.1.39	3/4" curb stop	5.00	ea.	\$815.00	\$4,075.00	\$760.00	\$3,800.00	\$135.25	\$676.25	\$255.00	\$1,275.00	\$235.00	\$1,175.00
D.1.40	3/4" type K copper	105.00	l.f.	\$15.00	\$1,575.00	\$32.00	\$3,360.00	\$5.00	\$525.00	\$25.00	\$2,625.00	\$35.00	\$3,675.00
D.1.41	curb stop box	7.00	ea.	\$99.00	\$693.00	\$160.00	\$1,120.00	\$122.40	\$856.80	\$88.00	\$616.00	\$125.00	\$875.00
D.1.42	service reconnection	39.00	ea.	\$855.00	\$33,345.00	\$840.00	\$32,760.00	\$898.00	\$35,022.00	\$125.00	\$4,875.00	\$1,150.00	\$44,850.00
D.1.43	remove and salvage fire hyd	2.00	ea.	\$655.00	\$1,310.00	\$800.00	\$1,600.00	\$493.00	\$986.00	\$200.00	\$400.00	\$550.00	\$1,100.00
D.1.44	remove and salvage mj plug	1.00	ea.	\$125.00	\$125.00	\$200.00	\$200.00	\$41.30	\$41.30	\$80.00	\$80.00	\$100.00	\$100.00
D.1.45	abandon valve	4.00	ea.	\$52.00	\$208.00	\$200.00	\$800.00	\$79.10	\$316.40	\$80.00	\$320.00	\$575.00	\$2,300.00
D.1.46	remove sidewalk	721.00	s.f.	\$1.10	\$793.10	\$1.00	\$721.00	\$1.65	\$1,189.65	\$0.80	\$576.80	\$1.20	\$865.20
D.1.47	replace sidewalk	721.00	s.f.	\$8.10	\$5,840.10	\$6.00	\$4,326.00	\$10.70	\$7,714.70	\$6.00	\$4,326.00	\$6.00	\$4,326.00
D.1.48	remove curb	798.90	l.f.	\$0.50	\$399.45	\$8.00	\$6,391.20	\$4.45	\$3,555.11	\$6.00	\$4,793.40	\$6.00	\$4,793.40
D.1.49	replace integral curb	798.90	l.f.	\$3.00	\$2,396.70	\$22.00	\$17,575.80	\$8.15	\$6,511.04	\$4.50	\$3,595.05	\$40.00	\$31,956.00
D.1.50	remove roadway	1114.90	s.y.	\$7.00	\$7,804.30	\$6.00	\$6,689.40	\$18.65	\$20,792.89	\$10.00	\$11,149.00	\$11.00	\$12,263.90
D.1.51	replace roadway	1114.90	s.y.	\$62.00	\$69,123.80	\$68.00	\$75,813.20	\$41.65	\$46,435.59	\$65.00	\$72,468.50	\$72.00	\$80,272.80
D.1.52	traffic control	1.00	l.s.	\$9,750.00	\$9,750.00	\$8,570.00	\$8,570.00	\$8,880.00	\$8,880.00	\$15,750.00	\$15,750.00	\$25,000.00	\$25,000.00
D.1.53	sod	2500.00	sf	\$1.35	\$3,375.00	\$1.20	\$3,000.00	\$0.45	\$1,125.00	\$5.00	\$12,500.00	\$6.30	\$15,750.00
				\$480,774.03		\$467,435.30		\$643,865.51		\$395,372.35		\$744,318.48	
Exceptions				None		None		None		None		Noted	



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 21, 2019 at 2:00 p.m.  
**FOR:** Water Main Project 2018-W-10  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$750,000.00  
**FUND/ACCOUNT:** 525  
**PUBLICATION DATE:** February 5, 2019  
**NO. POTENTIAL BIDDERS:** 13

**SUMMARY**

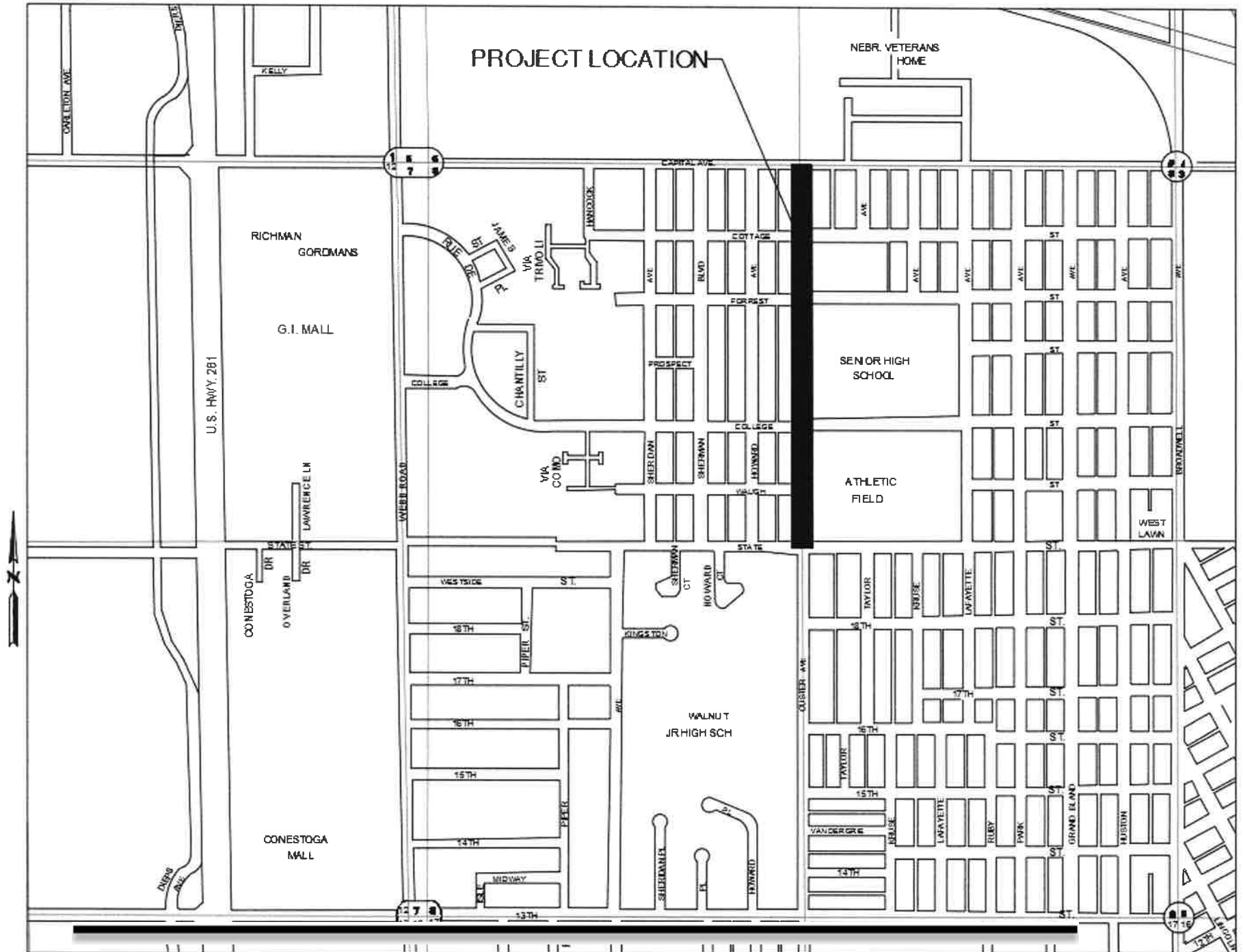
<b>Bidder:</b>	<b><u>Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Myers Construction, Inc.</u></b> Broken Bow, NE
<b>Bid Security:</b>	Universal Surety Co.	Inland Insurance Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$480,774.03	\$467,435.30
<b>Bidder:</b>	<b><u>K2 Construction</u></b> Lincoln, NE	<b><u>Van Kirk Bros. Contracting</u></b> Sutton, NE
<b>Bid Security:</b>	Western Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>	<del>\$744,251.68</del> <div style="border: 1px solid red; padding: 2px;">\$744,318.48</div> *Corrected Total Bid Price	<del>\$395,353.15</del> <div style="border: 1px solid red; padding: 2px;">\$395,372.35</div> *Corrected Total Bid Price
<b>Bidder:</b>	<b><u>Starostka Group Unlimited, Inc.</u></b> Grand Island, NE	
<b>Bid Security:</b>	Universal Surety Co.	
<b>Exceptions:</b>	None	
<b>Bid Price:</b>	\$643,865.51	

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

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Jamie Royer, Civil Engineer I

**P2108**

# LOCATION MAP



RESOLUTION 2019-93

WHEREAS, the City of Grand Island invited sealed bids for Water Main Project 2018-W-10 – Custer Avenue between State Street and Capital Avenue, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 21, 2019, bids were received, opened and reviewed; and

WHEREAS, Van Kirk Sand & Gravel, Inc., dba 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 \$395,372.35; and

WHEREAS, the bid of Van Kirk Brothers Contracting is less than the estimate for Water Main Project 2018-W-10 – Custer Avenue between State Street and Capital Avenue.

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 \$395,372.35 for Water Main Project 2018-W-10 – Custer Street between State Street and Capital Avenue, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney





# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-12

**#2019-94 - Approving Purchase of 2019 Backyard Digger Derrick  
for the Utilities Overhead Division**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** March 12, 2019

**Subject:** 2019 Backyard Digger Derrick

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

## **Background**

The Electric Overhead Division of the Utilities Department has a 2007 Backyard Digger Derrick. This vehicle has approximately 675 hours and is scheduled for replacement this fiscal year due to issues with the unit. This vehicle is used frequently for overhead electric work in blind alleys and backyards. This vehicle has had several safety issues related to poor design as well as some costly repairs as a result of that poor design. Safety related issues include:

- Issues with excessive slop in the telescoping sections of the boom result in operating the bucket from an awkward and unsafe position.
- The remote control for the unit loses connection frequently creating potentially unsafe situations for the operator.
- The bucket positioning brake is of poor design and is difficult to engage and disengage, potentially creating an unsafe work environment for the operator in the bucket.

## **Discussion**

The Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (now Sourcewell) on October 28, 2014 with Resolution 2014-326. To meet competitive bidding requirements, the Utilities Department obtained pricing from the Sourcewell Contract No.012418.ALT awarded to Altec Industries, Inc., of St. Joseph, Missouri.

Specifications for replacement of the 2007 Backyard Digger Derrick were prepared by Utilities Department staff resulting in a recommendation of a 2019 Altec DB37 hydraulic

derrick from Altec Industries Inc., of St. Joseph, Missouri, in the amount of \$132,508.00. The budget amount for this unit is \$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 approve the purchase of the 2019 Altec DB37 Hydraulic Derrick for the Overhead Division of the Utilities Department, from Altec Industries, Inc., of St. Joseph, Missouri, in the amount of \$132,508.00.

### **Sample Motion**

Make a motion to approve the purchase of a 2019 Altec DB37 Hydraulic Derrick from Altec Industries Inc., of St. Joseph, Missouri, in the amount of \$132,508.00.



RESOLUTION 2019-94

WHEREAS, the City of Grand Island Utilities Department Overhead Division budgeted for a 2019 Backyard Digger Derrick in the current budget; and

WHEREAS, on October 28, 2014 with Resolution 2014-326, the City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) (now Sourcewell) to meet competitive bidding requirements; and

WHEREAS, to meet competitive bidding requirements, the Utilities Department obtained pricing from Sourcewell Contract No. 012418.ALT awarded to Altec Industries, Inc., of St. Joseph, Missouri, in the amount of \$132,508.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2019 Altec DB37 Hydraulic Derrick from Altec Industries, Inc., of St. Joseph, Missouri through the Sourcewell Contract No. 002418.ALT, in the amount of \$132,508.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-13

**#2019-95 - Approving Termination of Parking Lot Lease with Senior Citizens Inc.**

Staff Contact: Jerry Janulewicz, City Attorney

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Attorney

**Meeting:** March 12, 2019

**Subject:** Termination of Parking Lot Lease – Senior Citizens Industries, Inc./Grand Generation, Inc.

**Presenter(s):** Jerry Janulewicz, City Attorney

## **Background**

In 1993 the City purchased from Thomas J. Dalton and Kristin A. Dalton a parcel of land at the corner of East Third Street and Kimball Avenue. After purchase, the lot was improved with paving, curbing, and lights, and at some later point was leased to the Grand Generation, Inc./Senior Citizens Industries, Inc., which used the lot for transit bus parking. The most recent lease, dated September 2004, was terminable by either party upon 90 days' notice, with rent fixed at \$1.00 per year. Grand Generation, Inc./Senior Citizens Industries, Inc. no longer has a need to lease the parking lot as the public transit operations have relocated to another location. The adjoining property owner has expressed an interest in purchasing the lot from the City.

## **Discussion**

Senior Citizens Industries, Inc./Grand Generation, Inc. executed a termination of the lease. If approved by the City, the lease would terminate effective March 1, 2019.

## **Conclusion**

Administration recommends that Council approve a resolution approving the termination of the lease and authorizing the Mayor to execute the termination of lease on behalf of the City.

## **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

## **Sample Motion**

Move to approve the resolution.

## TERMINATION OF LEASE

WHEREAS, the City of Grand Island, as Lessor, and Grand Generation, Inc., doing business as Grand Generation Center, Grand Island Senior Citizens, and Grand Island Senior Center, as Lessee, entered into a lease agreement ("Agreement") of the following property, to wit:

Lot One (1) and the easterly 1/3 of Lot Two (2), Block 68, Original Town, now City of Grand Island, Hall County, Nebraska

together with all improvements placed thereon, including the right of ingress and egress thereto and therefrom ("Leased Premises"); and

WHEREAS, the Leased Premises consists of a parking lot and parking lot accessories and appurtenances; and

WHEREAS, Grand Generation, Inc., is an inactive Nebraska non-profit corporation, having an inactive governing body and no members, and at all times pertinent hereto was and is operated and functioned as the alter ego of Senior Citizens Industries, Inc., a Nebraska nonprofit corporation; and

WHEREAS, Senior Citizens Industries, Inc., is the successor in interest to Grand Generation, Inc., having assumed, either explicitly or implicitly, the interests of Grand Generation, Inc., including its interests in and to the Agreement; and

WHEREAS, due to changes regarding public transit services, the Leased Premises are no longer required by Senior Citizens Industries, Inc.; and

WHEREAS, Senior Citizens Industries, Inc., individually and on behalf of Grand Generation, Inc., desires to terminate the Agreement; and

WHEREAS, the City of Grand Island desires to terminate the Agreement.

Now, therefore, the City of Grand Island and Senior Citizens Industries, Inc., individually and on behalf of Grand Generation, Inc., do hereby agree as follows:

1. The parties Agreement concerning the lease of the above-described Leased Premises shall terminate effective March 1, 2019.
2. Upon the effective termination of the lease, each party shall be released from any and all obligations, liabilities, and duties under the terms of the Agreement.

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

CITY OF GRAND ISLAND

By \_\_\_\_\_  
Roger G. Steele, Mayor

[attest]

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

Date: 21 Feb 2019

SENIOR CITIZENS INDUSTRIES, INC.  
and GRAND GENERATION, INC.

By Karl Hughes  
Karl Hughes, President

RESOLUTION 2019-95

WHEREAS, the City of Grand Island is the owner of a hard-surfaced parking lot located at the corner of East Third Street and Kimball Avenue and legally described as follows:

Lot One (1) and the easterly 1/3<sup>rd</sup> of Lot Two (2), Block Sixty-Eight (68),  
Original Town, now City of Grand Island, Hall County, Nebraska;

and

WHEREAS, the City leased said parking lot to the Grand Generation Center, Inc.;

and

WHEREAS, the parking lot was used by Senior Citizens Industries, Inc., for parking public transit buses, and the parking lot is no longer needed by the corporation; and

WHEREAS, Senior Citizens Industries, Inc., on its behalf and on behalf of Grand Generation, Inc., executed a termination of the lease and it desires that the City of Grand Island join in termination of the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the termination of lease between the City of Grand Island and the Senior Citizens Industries, Inc., on its behalf and as successor in interest to Grand Generation, Inc., is hereby approved effective March 1, 2019. The Mayor is authorized and directed to execute said termination of lease in the name of and on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
March 8, 2019	▣ City Attorney





# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-14

**#2019-96 - Approving Purchase of a 2019 1/2 Ton Pickup for the  
Parks & Recreation Department Parks Division**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** March 12, 2019

**Subject:** Purchase of One (1) New ½ Ton Pickup for the Parks Division

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

The Parks Division budgeted this year to replace a 2001 Dodge ½ ton pickup. The replacement pickup is necessary as the current unit is becoming less dependable. The new pickup will provide additional years of service to the Parks Division operation.

## **Discussion**

The pickup specifications awarded under State of Nebraska contract meet the requirements for the Parks Division. Husker Auto Group of Lincoln, Nebraska submitted a bid with no exceptions in the amount of \$30,656.00 for one (1) new pickup. The purchase will be funded from capital account 41044401-85625.

**State of Nebraska Contract: 14855 OC**  
2019 Chevrolet Silverado 1500 4WD Crew Cab Pickup

## **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 one (1) new 2019 Chevrolet Silverado 1500 4WD Crew Cab Pickup from Husker Auto Group of Lincoln, Nebraska. The total purchase price is \$30,656.00.

### **Sample Motion**

Move to approve the purchase of one (1) new 2019 Chevrolet Silverado 1500 4WD Crew Cab Pickup for the Parks Division in the amount of \$30,656.00.

RESOLUTION 2019-96

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for one (1) ½ ton Pickup in the 2018/2019 fiscal year; and

WHEREAS, said vehicle, one (1) 2019 Chevrolet Silverado 1500 4WD Crew Cab Pickup, can be obtained from the State Contract holder; and

WHEREAS, purchasing the vehicle from the State Contract #14855 OC meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2018-2019 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) 2019 Chevrolet Silverado 1500 4WD Crew Cab Pickup in the total amount of \$30,656.00 from the State Contract holder, Husker Auto Group of Lincoln, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-15

**#2019-97 - Approving Purchase of a Compact Excavator for the  
Parks & Recreation Department Parks Division**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** March 12, 2019

**Subject:** Purchase of One (1) Compact Excavator for the Parks Division

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

The Parks Division budgeted this year to buy One (1) New Compact Excavator. The compact excavator will primarily be utilized for irrigation and water line projects. The new equipment will speed up work and reduce the risk of staff injuries from hand digging.

## **Discussion**

The excavator specifications awarded under State of Nebraska contract meet the requirements for the Parks Division. Central Nebraska Bobcat of Grand Island, Nebraska submitted a bid with no exceptions in the amount of \$22,792.18 for one (1) new Compact Excavator. The purchase will be funded from capital account 41044401-85615.

**State of Nebraska Contract: 14660 OC**  
E20 T4 ZTS Compact Excavator



## **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 one (1) new Compact Excavator from Central Nebraska Bobcat of Grand Island, Nebraska. The total purchase price is \$22,792.18.

## **Sample Motion**

Move to approve the purchase of one (1) new Compact Excavator for the Parks Division in the amount of \$22,792.18.

RESOLUTION 2019-97

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for one (1) Compact Excavator in the 2018/2019 fiscal year; and

WHEREAS, said excavator, one (1) E20 T4ZTS Compact Excavator, can be obtained from the State Contract holder; and

WHEREAS, purchasing the excavator from the State Contract #14660 OC meets all statutory bidding requirements; and

WHEREAS, the funding for such excavator is provided in the 2018-2019 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) E20 T4ZTS Compact Excavator in the total amount of \$22,792.18 from the State Contract holder, Central Nebraska Bobcat of Grand Island, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney





# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-16

**#2019-98 - Approving Purchase of a 128" Commercial Turf Mower  
for the Parks & Recreation Department Parks Division**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** March 12, 2019

**Subject:** Purchase of One (1) New Commercial Turf Mower for the Parks Division

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

The Parks Division budgeted this year to replace a 1998 Ransome 128" mower. The replacement mower is necessary as the current unit is becoming less dependable. The new mower will provide additional years of service to the Parks Division operation.

## **Discussion**

The mower specifications awarded under State of Nebraska contract meet the requirements for the Parks Division. Green Line Equipment Inc. of Grand Island, Nebraska submitted a bid with no exceptions in the amount of \$55,371.33. The purchase will be funded from capital account 41044401-85615.

### **State of Nebraska Contract: 14001 OC**

John Deere 1600 Turbo Series III Commercial Wide Area Mower with 2-post folding ROPS.

## **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 one (1) new John Deere 1600 Turbo Series III Commercial Wide Area Mower with 2-post folding ROPS from Green Line Equipment Inc. of Grand Island, Nebraska. The total purchase price is \$55,371.33.

## **Sample Motion**

Move to approve the purchase of one (1) new John Deere 1600 Turbo Series III Commercial Wide Area Mower with 2-post folding ROPS for the Parks Division in the amount of \$55,371.33.

R E S O L U T I O N   2019-98

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for one (1) 128" Commercial Turf Mower in the 2018/2019 fiscal year; and

WHEREAS, said mower, one (1) John Deere 1600 Turbo Series III Commercial Wide Area Mower with 2-Post Folding ROPS, can be obtained from the State Contract holder; and

WHEREAS, purchasing the mower from the State Contract #14001 OC meets all statutory bidding requirements; and

WHEREAS, the funding for such mower is provided in the 2018-2019 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) John Deere 1600 Turbo Series III Commercial Wide Area Mower with 2-Post Folding ROPS in the total amount of \$55,371.33 from the State Contract holder, Green Line Equipment Co., of Grand Island, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-17

**#2019-99 - Approving Bid Award for the Purchase of Two Heavy Duty Utility Vehicles and Two Tee Mowers for the Parks & Recreation Department Golf Division**

Staff Contact: Todd McCoy, Parks & Recreation Director

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** March 12, 2019

**Subject:** Purchase of Two (2) Heavy Duty Utility Vehicles and Two (2) Tee Mowers for the Golf Division

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## Background

The Golf Division budgeted this year to purchase two (2) Heavy Duty Utility Vehicles to replace four (4) 1975 Cushman units and budgeted to purchase two (2) Tee Mowers to replace two (2) 1980's Tri-King mowers. The replacement equipment is necessary as the current units are becoming less dependable. The new equipment will provide additional years of service to the Golf Division operation.

## Discussion

On January 29, 2019 the Golf Division requested bids for two (2) heavy duty utility vehicles and two (2) tee mowers. Four (4) providers submitted bids.

TurfWerks of Johnston, IA	\$63,000.00
Kansas Golf & Turf of Lenexa, KS	\$67,000.00
Van Wall of Omaha, NE	\$68,265.14
Burris Equipment of Waukegan, IL	\$70,000.00

TurfWerks of Johnston, Iowa submitted the low total bid with no exceptions that includes:

<u>Make/Model</u>	<u>Description</u>	<u>Used</u>	<u>Price</u>
Jacobsen 2015 Truckster	Utility Vehicle	1,025 hours	\$16,750.00
Jacobsen 2015 Truckster	Utility Vehicle	1,050 hours	\$16,750.00
Jacobsen 2014 Tri-King 1900D	Tee Mower	950 hours	\$14,750.00
Jacobsen 2014 Tri-King 1900D	Tee Mower	950 hours	\$14,750.00
<b>TOTAL</b>			<b>\$63,000.00</b>

Staff recommends accepting the TurfWerks bid in the amount of \$63,000.00. The purchase will be funded from capital account 41044401-85615.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of two (2) used Jacobsen 2015 Truckster Utility Vehicles and two (2) used Jacobsen 2014 Tri-King 1900D Tee Mowers from TurfWerks of Johnston, Iowa. The total purchase price is \$63,000.00.

## **Sample Motion**

Move to approve the purchase of two (2) used Jacobsen 2015 Truckster Utility Vehicles and two (2) used Jacobsen 2014 Tri-King 1900D Tee Mowers for the Golf Division in the amount of \$63,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 19, 2019 at 2:00 p.m.

**FOR:** (2) 2015 or Newer Jacobsen Truckster XD Heavy Duty Utility Vehicles and (2) 2012 or Newer Jacobsen Tri-King 1900 D Tee Mowers

**DEPARTMENT:** Parks & Recreation

**ESTIMATE:** \$34,000.00 Utility Vehicles  
\$36,000.00 Mowers

**FUND/ACCOUNT:** 41044401-85615

**PUBLICATION DATE:** January 29, 2019

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>Kansas Golf &amp; Turf</u></b> Lenexa, KS	<b><u>TurfWerks</u></b> Johnston, IA
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Utility Vehicle:</b>	\$17,750.00	\$16,750.00
<b>Utility Vehicle:</b>	\$17,750.00	\$16,750.00
<b>Tee Mower:</b>	\$15,750.00	\$14,750.00
<b>Tee Mower:</b>	<u>\$15,750.00</u>	<u>\$14,750.00</u>
<b>Total Bid:</b>	\$67,000.00	\$63,000.00

<b>Bidder:</b>	<b><u>Burris Equipment</u></b> Waukegan, IL	<b><u>Van Wall</u></b> Omaha, NE
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>		
<b>Utility Vehicle:</b>	\$18,500.00	\$19,073.07
<b>Utility Vehicle:</b>	\$18,500.00	\$20,192.07
<b>Tee Mower:</b>	\$16,500.00	\$14,500.00
<b>Tee Mower:</b>	<u>\$16,500.00</u>	<u>\$14,500.00</u>
<b>Total Bid:</b>	\$70,000.00	\$68,265.14

cc: Todd McCoy Parks & Rec. Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.  
Patrick Brown, Finance Director  
Doug Sweeney, Golf Course Supt.

**P2105**



RESOLUTION 2019-99

WHEREAS, the City of Grand Island invited sealed bids for two (2) 2015 or Newer Jacobsen Truckster XD Heavy Duty Utility Vehicles and two (2) 2012 or Newer Jacobsen Tri-King 1900 D Tee Mowers for the Jackrabbit Run Golf Course, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on February 19, 2019, four (4) bids were received, opened and reviewed; and

WHEREAS, Turfwerks from Johnston, Iowa submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$63,000.00; and

WHEREAS, funding for such equipment is provided in the 2018-2019 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Turfwerks from Johnston, Iowa in the total amount of \$63,000.00 for two (2) 2015 or Newer Jacobsen Truckster XD Heavy Duty Utility Vehicles and two (2) 2012 or Newer Jacobsen Tri-King 1900 D Tee Mowers for the Jackrabbit Run Golf Course is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item G-18

**#2019-64 - Approving Final Plat and Subdivision Agreement for  
Gloor Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 12, 2019

**Subject:** Gloor Subdivision – Final Plat

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

## **Background**

This property is located north of Barbara Avenue and east of Ando Avenue in Grand Island, Nebraska. (1 lot, 0.37 acres). This property is zoned R1 Suburban Density Residential and is part of a replat of all of lot 1, John & Marie's Subdivision and part of Lake Front tract 1c as established by the City Of Grand Island on Branch's Lake located in the Northeast Quarter of the Southwest Quarter (NW1/4, SW ¼) of Section Twenty-one (21), Township Eleven (11) North, Range Nine (9) west of the 6<sup>th</sup> P.M., Hall County, Nebraska.

## **Discussion**

The final plat for Gloor Subdivision was considered by the Regional Planning Commission at the February 6, 2019 meeting.

A motion was made by Rainforth and seconded Maurer by to approve the final plat as presented.

A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Ruge, Allan, Maurer, Rubio, Robb, Rainforth, Hedricksen and Randone) and no members present voting no.

## **Alternatives**

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

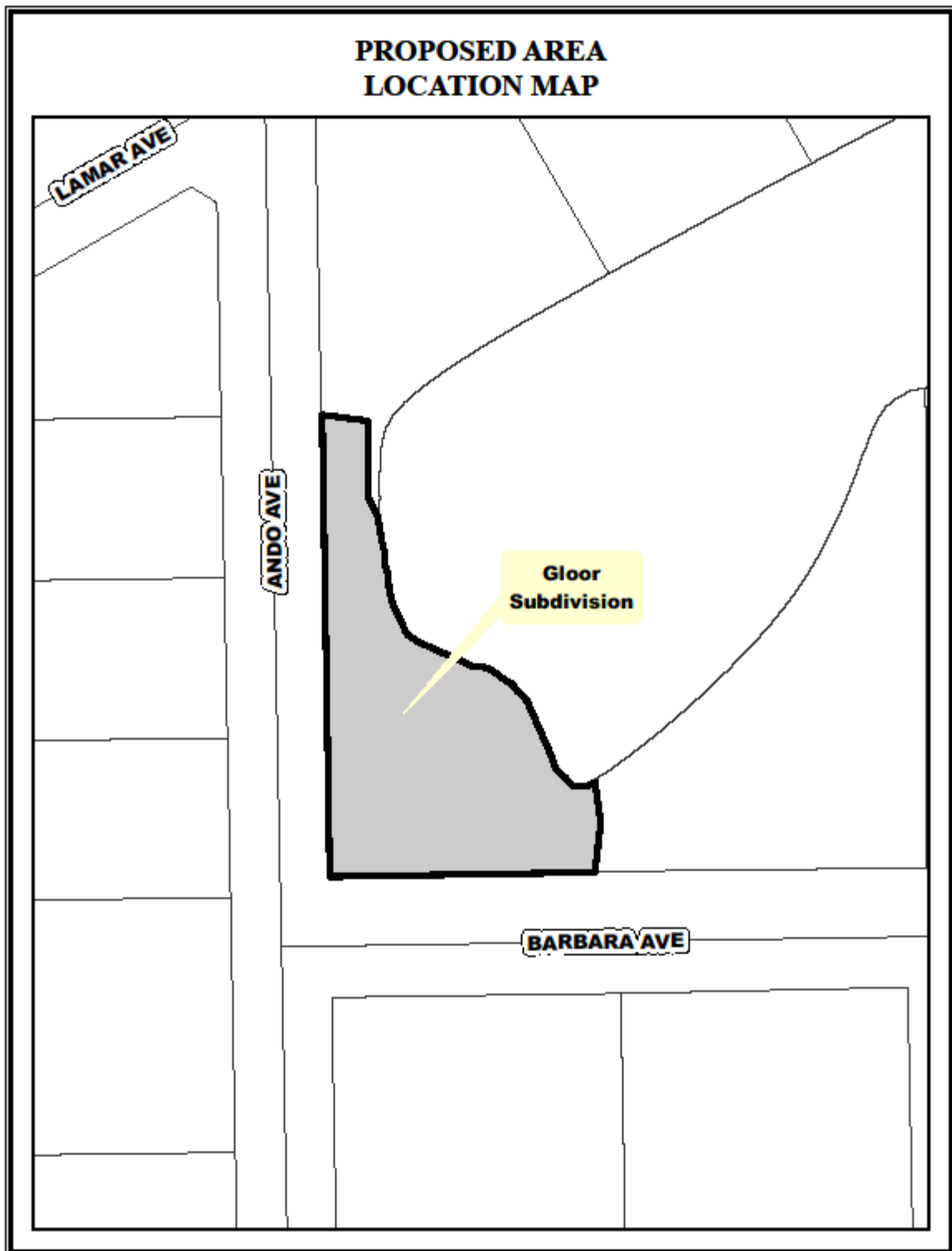
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that Council approve the final plat as presented.

### **Sample Motion**

Move to approve as recommended.



**Developer/Owner**  
Michael R. Gloor & Marie De Martinez

2120 Barbara Ave.  
Grand Island, NE 68803

To create 1 lot east of Ando Ave. and north of Barbara Ave. in Grand Island, Nebraska.

**Size:** 1 lot 0.37 acres

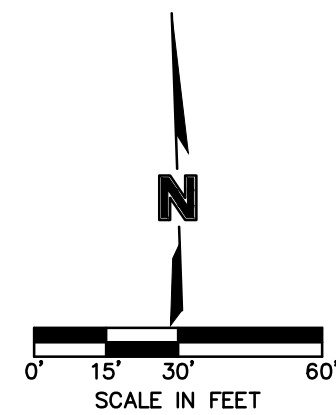
**Zoning:** R1 Suburban Density Residential

**Road Access:** Existing Rural Section Streets

**Water Public:** City water is available.

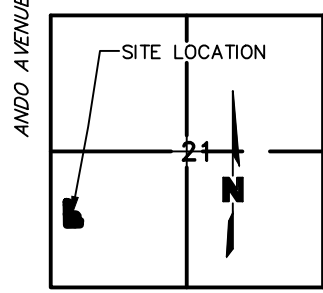
**Sewer Public:** City sewer is available.










LOCATION MAP

SEC. 21, T11N, R9W  
NOT TO SCALE



BARBARA AVENUE

### LEGEND

-  SET CORNER (5/8"x24" REBAR W/CAP)  
 FOUND CORNER (AS NOTED)  
 PROPERTY LINE  
 LOT LINE  
 EASEMENT LINE  
M MEASURED DISTANCE  
P JOHN & MARIE'S SUBDIVISION DISTANCE  
E EASEMENT DISTANCE

***GLOOR SUBDIVISION***  
***CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA***  
***FINAL PLAT***

## LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 1, JOHN & MARIE'S SUBDIVISION AND PART OF LAKE FRONT TRACT 1C AS ESTABLISHED BY THE CITY OF GRAND ISLAND ON BRACH'S LAKE LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, JOHN & MARIE'S SUBDIVISION, AND THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BARBARA AVENUE AND THE EAST RIGHT-OF-WAY LINE OF ANDO AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N01°06'29"W, ALONG SAID LOT 1 AND SAID EAST RIGHT-OF-WAY LINE OF ANDO AVENUE, A DISTANCE OF 230.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S29°49'10"E A DISTANCE OF 55.08 FEET; THENCE S49°51'38"E A DISTANCE OF 5.39 FEET; THENCE S02°27'18"W A DISTANCE OF 34.11 FEET; THENCE S03°13'55"E A DISTANCE OF 14.69 FEET; THENCE S33°02'14"E A DISTANCE OF 19.25 FEET; THENCE S80°24'31"E A DISTANCE OF 63.24 FEET; THENCE S32°53'51"E A DISTANCE OF 19.41 FEET; THENCE S03°37'18"W A DISTANCE OF 28.35 FEET; THENCE S24°03'42"E A DISTANCE OF 24.42 FEET; THENCE N87°11'29"E A DISTANCE OF 10.95 FEET; THENCE N61°42'41"E A DISTANCE OF 7.18 FEET; THENCE S09°16'51"W A DISTANCE OF 11.61 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 1; THENCE S03°23'24"W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 27.46 FEET TO THE SOUTHEAST CORNER OF LOT 1, ALSO BEING ON SAID NORTH RIGHT-OF-WAY LINE OF BARBARA AVENUE; THENCE S89°03'35"W, ALONG THE SOUTH LINE OF SAID LOT 1, AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 131.75 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 15,653.23 SQUARE FEET OR 0.359 ACRES MORE OR LESS.

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_, 2019, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, ALL OF LOT 1, JOHN & MARIE'S SUBDIVISION AND PART OF LAKE FRONT TRACT 1C AS ESTABLISHED BY THE CITY OF GRAND ISLAND ON BRACH'S LAKE LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, MICHAEL R. GLOOR AND MARIE de MARTINEZ, HUSBAND AND WIFE, OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "GLOOR SUBDIVISION", ALL OF LOT 1, JOHN & MARIE'S SUBDIVISION AND PART OF LAKE FRONT TRACT 1C AS ESTABLISHED BY THE CITY OF GRAND ISLAND ON BRACH'S LAKE LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT \_\_\_\_\_, NEBRASKA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MICHAEL R. GLOOR

MARIE de MARTINEZ

## ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF HALL SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MICHAEL R. GLOOR AND MARIE de MARTINEZ, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

-----  
NOTARY PUBLIC

APPROVAL

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

-----  
CHAIRPERSON

DATE \_\_\_\_\_

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MAYOR

CITY CLERK

DWG: F:\2018\1501-2000\018-1711\40-Design\Survey\SRV\Sheets\15\_V\_FPT\_018-1711.dwg  
DATE: Feb 20, 2019 4:27pm XREFS: V\_XTOPO\_018-1711 V\_XTOPO\_2019\_018-1711  
USER: dmcowell V\_XRWAY\_018-1711

**olsson**

201 East 2nd Street  
Grand Island, NE 68802  
TEL 308.384.8750  
FAX 308.384.8752

PROJECT NO. 2018-1711

GLOOR SUBDIVISION  
SURVEY

RESOLUTION 2019-64

WHEREAS Michael R. Gloor and Marie de Martinez, husband and wife, being the said owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "GLOOR SUBDIVISION", all of Lot 1 of John and Marie's Subdivision and part of Lake Front Tract 1C as Established by the City Of Grand Island on Brach's Lake located in the Northwest Quarter of the Southwest Quarter (NW1/4, SW 1/4) of Section Twenty-one (21), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of GLOOR SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney





# City of Grand Island

Tuesday, March 12, 2019

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of February 27, 2019 through March 12, 2019**

*The Claims for the period of February 27, 2019 through March 12, 2019 for a total amount of \$2,111,143.94. A MOTION is in order.*

Staff Contact: Patrick Brown