

Tuesday, November 12, 2019 Council Session Agenda

City Council:

Jason Conley

Vacant

Chuck Haase

Julie Hehnke

Jeremy Jones

Vaughn Minton

Mitchell Nickerson

Mike Paulick

Clay Schutz

Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

City Clerk:

RaNae Edwards

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.

Invocation - Pastor Jason Warriner, Abundant Life Christian Center, 3411 West Faidley Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B-RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



Tuesday, November 12, 2019 Council Session

Item -1

Approving Appointment of Justin Scott to City Council Ward 5

Mayor Roger G. Steele has submitted the name of Justin Scott for appointment as Councilmember to represent Ward 5. This vacancy was created when Councilmember Michelle Fitzke moved from the district. As is required by City Code Section 2-25, "The mayor shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the mayor shall be subject, however, to approval of the majority of the council." A MOTION is in order.



Tuesday, November 12, 2019 Council Session

Item -2

Administration of Oath of Office to Newly Appointed Councilmember – Ward 5

City Clerk RaNae Edwards will administer the Oath of Office to newly appointed Councilmember Justin Scott - Ward 5.

Staff Contact: RaNae Edwards



Tuesday, November 12, 2019 Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 228 Lake Street - R2S2, LLC

Council action will take place under Consent Agenda item G-6.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Stacy Nonhof, Interim City Attorney

Meeting: November 12, 2019

Subject: Acquisition of Utility Easement – 228 Lake Street –

R2S2, LLC

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of R2S2, LLC, located through a part of Lot Three (3), King's Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska (228 Lake Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Grand Island Hotel, LLC, has requested a new electrical service for the new Comfort Suites Hotel being built at 228 Lake Street. Four-inch conduit containing 1/0 copper wire will be installed along the south property line to accommodate the new service and future expansion. The proposed easement tract will allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location.

Alternatives

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

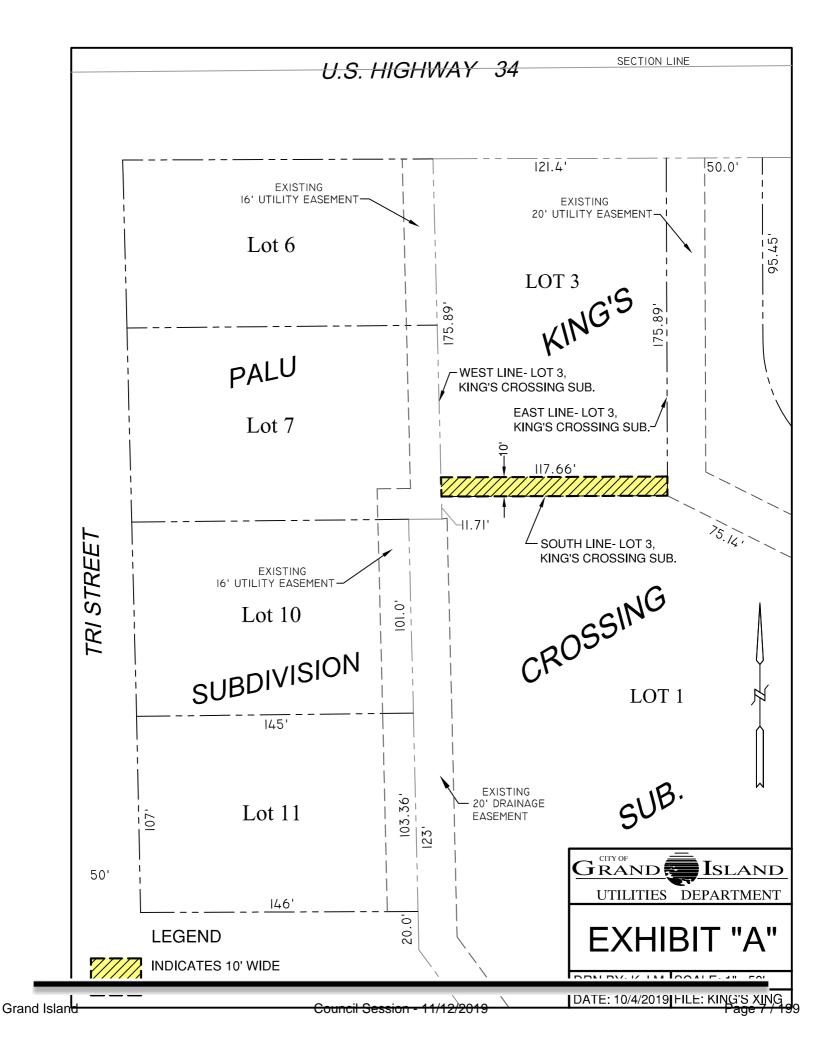
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





Tuesday, November 12, 2019 Council Session

Item G-1

Approving Minutes of October 22, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING October 22, 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 October 22, 2019. Notice of the meeting was given in *The Grand Island Independent* on October 16, 2019.

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

<u>INVOCATION</u> was given by Pastor Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive followed by the <u>PLEDGE OF ALLEGIANCE</u>.

PUBLIC HEARINGS:

Public Hearing on Zoning Change located at 721 West 9th Street from R4-High Density Residential to B2-General Business Zone (Juan and Elena Montejo). Regional Planning Director Chad Nabity reported that the owners of 721 West 9th Street were requesting that the zoning on property be changed from R4 High Density Residential to B2 General Business. They own the car lot across the alley to the south and intended to use this building, formerly a beauty salon, as their office. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 12 for Site Specific Redevelopment Plan for Phase 3 Funding for Copper Creek located South of Old Potash Highway and East of Engleman Road (Guarantee Group, LLC). Regional Planning Director Chad Nabity reported that The Guarantee Group, LLC was requesting tax increment financing (TIF) for the final 212-226 houses within the development. The TIF would be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage. Staff recommended approval. Ray O'Connor, 611 Fleetwood Road, Sean O'Connor, 1912 West Anna Street and Jimmy Reed, 2509 Riverview Drive spoke in support. No further public testimony was heard.

<u>Public Hearing on Creating a Clean Energy Assessment District (PACE).</u> Interim City Attorney Stacy Nonhof reported that at the October 8 council meeting representatives of JBS and a financing consultant presented information regarding a multimillion dollar construction project at the JBS facility and the desire of JBS to utilize financing through a PACE mechanism if the City adopted an ordinance establishing a PACE district. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 228 Lake Street - Grand Island Hotel, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 228 Lake Street was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers. Grand Island Hotel, LLC, had requested a new electrical service for a new Comfort Suites Hotel being built at 228 Lake Street. The proposed easement tracts would allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9751 - Consideration of Zoning Change located at 721 West 9th Street from R4-High Density Residential to B2-General Business Zone (Juan and Elena Montejo)

#9752 - Consideration of Amending Chapter 37 of the Grand Island City Code Relative to Creating a Clean Energy Assessment District (PACE)

#9753 - Consideration of Vacation of Public Utility and Drainage Easements in Prairie Commons Third Subdivision; South of Husker Highway and West of US Highway 281 (Prataria Ventures, LLC)

#9754 - Consideration of Sale of Property Located at 215-221 East 3rd Street to S & V Investments, LLC (Parcel No. 400005751)

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

#9751 - Consideration of Zoning Change located at 721 West 9th Street from R4-High Density Residential to B2-General Business Zone (Juan and Elena Montejo)ap

This item was related to the aforementioned Public Hearing.

Motion by Minton, second by Paulick to approve Ordinance #9751.

City Clerk: Ordinance #9751 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9751 on second and final reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9751 is declared to be lawfully adopted upon publication as required by law.

#9752 - Consideration of Amending Chapter 37 of the Grand Island City Code Relative to Creating a Clean Energy Assessment District (PACE)

This item was related to the aforementioned Public Hearing.

Motion by Stelk, second by Nickerson to approve Ordinance #9752.

City Clerk: Ordinance #9752 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9752 on second and final reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9752 is declared to be lawfully adopted upon publication as required by law.

#9753 - Consideration of Vacation of Public Utility and Drainage Easements in Prairie Commons Third Subdivision; South of Husker Highway and West of US Highway 281 (Prataria Ventures, LLC)

Public Works Director John Collins reported that the current property owner/developer of Prairie Commons Third Subdivision had requested vacating the dedicated easements that currently lie within Lot Two (2), Block One (1) of such subdivision. There were no utilities currently or proposed within these easements that would be affected by the vacation. Staff recommended approval.

Motion by Minton, second by Conley to approve Ordinance #9753.

City Clerk: Ordinance #9753 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9753 on second and final reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9753 is declared to be lawfully adopted upon publication as required by law.

#9754 - Consideration of Sale of Property Located at 215-221 East 3rd Street to S & V Investments, LLC (Parcel No. 400005751)

Public Works Director John Collins reported that on August 21, 2019 the Public Works Department solicited bids to purchase the City owned parking lot at 215 -221 East 3rd Street.

Such property was previously utilized to park vehicles for Hall County Transportation, now known as CRANE. With the relocation of the transit office there was no need for the City to own this parking lot. S & V Investments, LLC was the only bidder in the amount of \$101,001.00. Staff recommended approval.

Motion by Haase, second by Stelk to approve Ordinance #9754.

City Clerk: Ordinance #9754 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9754 on second and final reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9754 is declared to be lawfully adopted upon publication as required by law.

<u>CONSENT AGENDA:</u> Consent Agenda items G-4, G-13, and G-14 (Resolutions #2019-313, #2019-322 and #2019-323) were removed for further discussion. Motion by Paulick, second by Jones to approve the Consent Agenda excluding items G-4, G-13 and G-14.. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 8, 2019 City Council Regular Meeting.

#2019-311 - Approving City Council Meeting Schedule for 2020.

#2019-312 - Approving Final Plat and Subdivision Agreement for Prairie Commons Fourth Subdivision. It was noted that Prataria Ventures, LLC., owner, had submitted the Final Plat and Subdivision Agreement for Prairie Commons Fourth Subdivision located south of Husker Highway and west of Ewoldt Street for the purpose of creating 2 lots on 18.869 acres.

#2019-313 - Approving Bid Award - Tree Trimming Project 2020-TT-1 with Leetch Tree Service, LLC of Grand Island, Nebraska in an Amount of \$216,525.00. Utilities Director Tim Luchsinger answered questions regarding the number of potential bidders and receiving only one bid.

Motion by Nickerson, second by Haase to approve Resolution #2019-313. Upon roll call vote, all voted aye. Motion adopted.

#2019-314 - Approving Bid Award - Electrical Circuit Breakers with Wesco Distribution, Inc. of Sioux City, Iowa in an Amount of \$184,873.13.

#2019-315 - Approving Acquisition of Utility Easement - 228 Lake Street - Grand Island Hotel, LLC.

- #2019-316 Approving Purchase of Fire Pumper from HME Ahrens-Fox of Wyoming, Michigan in an Amount of \$530,000.00.
- #2019-317 Approving Purchase of Stryker Power Cot and Power Load System from Stryker in an Amount of \$45,177.72 and \$3,222.28 for installation from Insta Tech.
- #2019-318 Approving CDBG Sub-Recipient Agreement with Housing Development Corporation.
- #2019-319 Approving Subordination Agreement FAmos Construction.
- #2019-320 Approving Engineering Consulting Agreement for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12 with Alfred Benesch & Company of Lincoln, Nebraska in an Amount of \$76,944.00.
- #2019-321 Approving Engineering Consulting Agreement for Sanitary Sewer Inflow & Infiltration Reduction Alternative Analysis with Olsson, Inc. of Grand Island, Nebraska in an Amount of \$141,864.00.
- #2019-322 Approving One Year Interlocal Agreement with Hall County Regarding Library Services to Hall County Residents. Library Director Steve Fosselman answered questions regarding the Library budget. Discussed was the need to increase the amount the County pays for the number of people covered in the county. City Administrator Jerry Janulewicz explained the difference between a Library board vs City Council controlled Library.

Motion by Haase, second by Jones to approve Resolution #2019-322. Upon roll call vote, all voted aye. Motion adopted.

#2019-323 - Approving Annual Payment for Utility Billing Software Support with Advanced Utility System in an Amount of \$82,162.56. Finance Director Patrick Brown answered questions regarding the 7% increase. He stated that in 2021 we would need an upgrade which would be approximately \$500,000.00.

Motion by Nickerson, second by Haase to approve Resolution #2019-323. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTION:

#2019-324 - Consideration of Amendment to the Redevelopment Plan for CRA No. 12 for Site Specific Redevelopment Plan for Phase 3 Funding for Copper Creek located South of Old Potash Highway and East of Engleman Road (Guarantee Group, LLC). This item was related to the aforementioned Public Hearing.

Comments were made regarding the cost of the houses not being affordable and the use of TIF. Brett Rockwell, 1923 North Howard Avenue explained how they came up with the cost of the homes.

Motion by Stelk, second by Paulick to approve Resolution #2019-324. Upon roll call vote, Councilmembers Haase, Nickerson, Minton, Conley, Stelk, Jones, and Paulick voted aye. Councilmember Schutz voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Paulick to approve the payment of claims for the period of October 9, 2019 through October 22, 2019 for a total amount of \$5,055,442.33. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:08 p.m.

RaNae Edwards City Clerk



Tuesday, November 12, 2019 Council Session

Item G-2

Approving Re-Appointments of Hector Rubio, Robin Hendricksen, and Tony Randone to the Interjurisdictional Planning Commission

Mayor Steele has submitted the re-appointments of Hector Rubio, Robin Hendricksen, and Tony Randone to the Interjurisdictional Planning Commission. The appointments would become effective December 1, 2019 upon approval by the City Council and would expire on November 30, 2020.



Tuesday, November 12, 2019 Council Session

Item G-3

Approving Re-Appointment of Jason Hornady to the Grand Island Facilities Corporation Board

Mayor Steele has submitted the re-appointment of Jason Hornady to the Grand Island Facilities Corporation board. The appointment would become effective December 1, 2019 upon approval by the City Council and would expire on November 30, 2022.



Tuesday, November 12, 2019 Council Session

Item G-4

Approving Appointment of Susan Bullington to the Zoning Board of Adjustment

Mayor Steele has submitted the appointment of Susan Bullington to the Zoning Board of Adjustment to replace Al Avery who resigned on October 25, 2019. The appointment would become effective immediately upon approval by the City Council and would expire on August 31, 2021.



Tuesday, November 12, 2019 Council Session

Item G-5

Approving Request from Mark Stock, 35049 475th Avenue, St. Edward, Nebraska for Liquor Manager Designation with Ramada Midtown Conference Center, 2503 South Locust Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: November 12, 2019

Subject: Request from Mark Stock, 35049 475th Avenue, St.

Edwards, Nebraska for Liquor Manager Designation with Ramada Midtown Conference Center, 2503 South Locust

Street

Presenter(s): RaNae Edwards, City Clerk

Background

Mark Stock, 35049 475th Avenue, St. Edwards, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Ramada Midtown Conference Center, 2503 South Locust Street.

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

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Mark Stock, 35049 475th Avenue, St. Edwards, Nebraska for Liquor Manager Designation in conjunction with the Class "C-118103" Liquor License for Ramada Midtown Conference Center, 2503 South Locust Street with the stipulation that Mr. Stock complete a state approved alcohol server/seller training program.

11/03/19 17:17 Grand Island Police Department LAW SUPPLEMENTAL NARRATIVE

Page:

450

Incident number Sequence number

Name
Date
Narrative

: L19110216 : 1

: Vitera D

: 16:02:19 11/03/2019

: (see below)

318

Grand Island Police Department Supplemental Report

Date, Time: Sun Nov 03 16:02:32 ST 2019

Reporting Officer: Vitera

Unit #: CID

Mark Stock is applying to become the liquor manager at the Ramada Midtown Conference Center. According to his application, Mark is married to Kristine Stock, he has lived in St. Edward, NE since 2002, and has had a "few speeding tickets over past 30 years." Kristine signed a Spousal Affidavit of Non-Participation form.

I checked Mark through Spillman and NCJIS. Mark only had one entry in Spillman, and it was for a liquor license investigation in May of 2016. According to that application, Mark was listed as an owner (16.66%) of the Hotel Grand Conference Center which is the same location as the Ramada Midtown Conference Center. From viewing my investigation of that application, I learned that Mark had disclosed five speeding convictions, a conviction for no proof of ownership, no valid registration, and misuse of a dealer plate. When I checked him through NCJIS, he had three undisclosed speeding convictions as well. A current check of NCJIS revealed that the only new additions to his record in Nebraska since 2016 are two more speeding convictions.

Mark has a valid Nebraska driver's license and no outstanding warrants for his arrest. I also checked Mark through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I did not find anything out of the ordinary.

Since a liquor license investigation was done and approved in 2016 with Mark Stock, and Mark has nothing new in his Nebraska criminal history except a couple of speeding tickets; the Grand Island Police Department has no objection to Mark Stock becoming the liquor manager at the Ramada Midtown Conference Center.



Tuesday, November 12, 2019 Council Session

Item G-6

#2019-325 - Approving Acquisition of Utility Easement - 228 Lake Street - R2S2, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019-325

WHEREAS, a public utility easement is required by the City of Grand Island from R2S2, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on November 12, 2019, for the purpose of discussing the proposed acquisition of a utility easement located through a part of Lot Three (3), King's Crossing Subdivision in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The Southerly ten (10.0) feet of Lot Three (3), King's Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of .027 acres, more or less as shown on the plat dated 10/4/2019, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from R2S2, LLC, on the above-described tract of land.

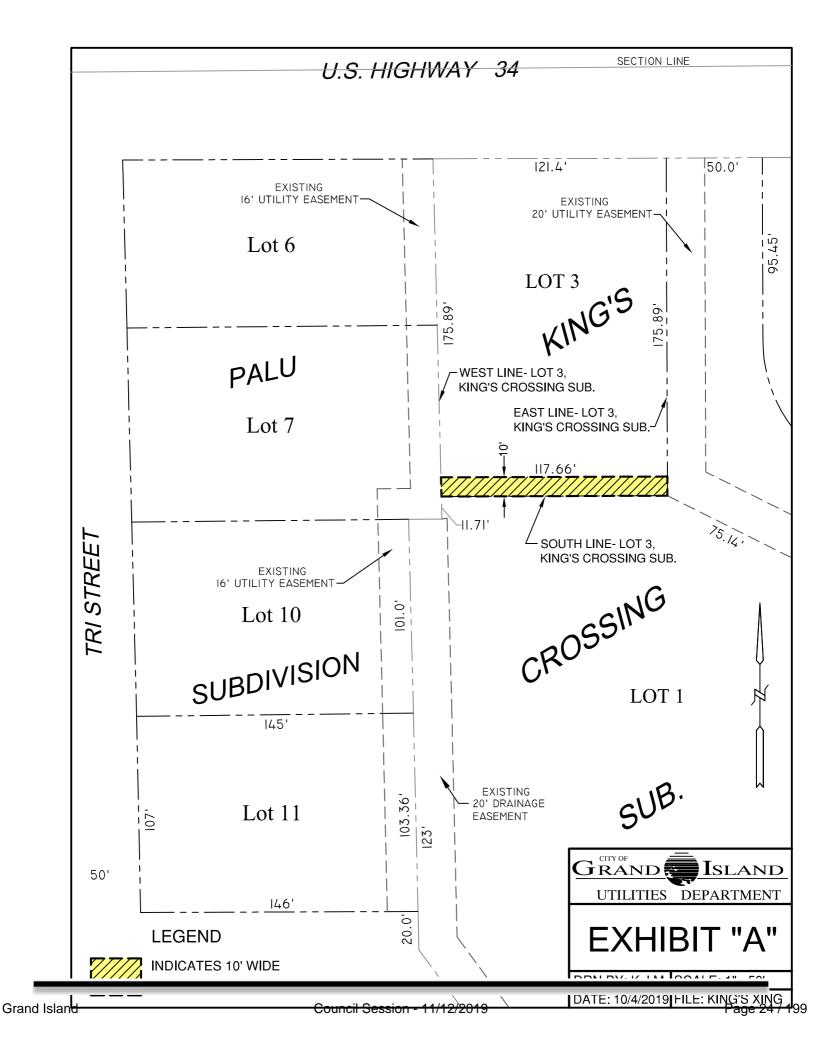
Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

 $\begin{array}{cccc} \mbox{Approved as to Form} & \mbox{$\frac{\alpha$}{$}$} \\ \mbox{November 8, 2019} & \mbox{$\frac{\alpha$}{$}$} \\ \mbox{City Attorney} \\ \end{array}$





Tuesday, November 12, 2019 Council Session

Item G-7

#2019-326 - Approving Bid Award for Water Main Project 2020-W-1 - Lincoln & Delta

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Stacy Nonhof, Interim City Attorney

Meeting: November 12, 2019

Subject: Water Main Project 2020-W-1 – Lincoln Avenue

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The contract for Water Main Project 2020-W-1 involves the installation of an 8" diameter ductile iron water main by trenchless construction within Lincoln Avenue extending from Delta Street north approximately 500 linear feet. The project will connect two existing dead-end water mains, completing the water main loop in the area. A site map is attached for reference.

Discussion

Bidding documents were advertised in accordance with City Procurement Codes. A total of 13 plan service firms and construction companies were notified of the project. Three bids were received and publicly opened at 2:00 p.m. on November 5, 2019. The bids have been reviewed, evaluated and are without errors. None of the bidders took exceptions to the contract's documents. Tabulated below are the Evaluated Bid Prices:

Bidder	Bid Security	Exceptions	Evaluated Bid Price		
The Diamond Engineering Co.					
Grand Island, NE	Universal Surety Co.	None	\$119,457.59		
Van Kirk Bros. Contracting					
Sutton, NE	Universal Surety Co.	None	\$136,994.08		
Myers Construction, Inc.					
Broken Bow, NE	Inland Insurance Co.	None	\$130,499.80		

Alternatives

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

- 1. Move to approve
- 2. Refer the issue to a Committee

- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the contract for Water Main Project 2020-W-1 to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$119,457.59.

Sample Motion

Move to approve the contract for Water Main Project 2020-W-1 to The Diamond Engineering Company, of Grand Island, Nebraska, in the amount of \$119,457.59.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE: November 5, 2019 at 2:00 p.m.

FOR: Water Main Project 2020-W-1

DEPARTMENT: Utilities

ESTIMATE: \$125,000.00

FUND/ACCOUNT: 525

PUBLICATION DATE: October 22, 2019

NO. POTENTIAL BIDDERS: 13

SUMMARY

Bidder: Van Kirk Bros. Contracting The Diamond Engineering Co.

Sutton, NE Grand Island, NE

Bid Security: Universal Surety Company Universal Surety Company

Exceptions: None None

Bid Price: \$136,994.08 \$119,457.59

Bidder: Myers Construction, Inc.

Broken Bow, NE

Bid Security: Inland Insurance Company

Exceptions: None

Bid Price: \$130,499.80

cc: Tim Luchsinger, Utilities Director

Jerry Janulewicz, City Administrator Stacy Nonhof, Purchasing Agent Christy Lesher, Utilities Dept. Pat Gericke, Utilities Admin. Assist. Patrick Brown, Finance Director Jamie Royer, Civil Engineer II

P2162



WMP 2020-W-1 Bids Received

LINCOLN AVE AND DELTA ST

Bids = 11/05/2019

							Ī		
				Diamond Engineering Co.		Myers Construction Inc.		Van Kirk Bros. Contracting	
<u>ltem</u>	<u>Description</u>	Est. Qty	<u>Unit</u>	Grand Island, NE		Broken Bow, NE		Sutton, NE	
1.01	8" R.J. D.I. PIPE	495.90	l.f	\$166.00	\$82,319.40	\$98.00	\$48,598.20	\$110.00	\$54,549.00
1.02	6" S.J. D.I. PIPE	19.60	l.f	\$95.00	\$1,862.00	\$62.00	\$1,215.20	\$64.00	\$1,254.40
1.03	8 MIL. POLYWRAP	515.50	l.f	\$3.35	\$1,726.93	\$4.00	\$2,062.00	\$2.25	\$1,159.88
1.04	8"X8" TAPPING SLEEVE	1.00	ea.	\$1,410.00	\$1,410.00	\$2,800.00	\$2,800.00	\$1,690.00	\$1,690.00
1.05	8"X6" M.J. TEE	1.00	ea.	\$485.00	\$485.00	\$506.00	\$506.00	\$405.00	\$405.00
1.06	8"X90° M.J. BEND	3.00	ea.	\$410.00	\$1,230.00	\$636.00	\$1,908.00	\$350.00	\$1,050.00
1.07	8"X45° M.J. BEND	1.00	ea.	\$395.00	\$395.00	\$580.00	\$580.00	\$330.00	\$330.00
1.08	8"X6" M.J. REDUCER	1.00	ea.	\$370.00	\$370.00	\$350.00	\$350.00	\$290.00	\$290.00
1.09	8" RETAINER GLANDS	12.00	ea.	\$110.00	\$1,320.00	\$60.00	\$720.00	\$100.00	\$1,200.00
1.10	6"X6" TAPPING SLEEVE	1.00	ea.	\$1,260.00	\$1,260.00	\$2,205.00	\$2,205.00	\$1,625.00	\$1,625.00
1.11	6"X90° M.J. BEND	1.00	ea.	\$380.00	\$380.00	\$292.00	\$292.00	\$290.00	\$290.00
1.12	6"X45° M.J. BEND	1.00	ea.	\$365.00	\$365.00	\$252.00	\$252.00	\$280.00	\$280.00
1.13	6" RETAINER GLANDS	10.00	ea.	\$100.00	\$1,000.00	\$42.00	\$420.00	\$80.00	\$800.00
1.14	6" M.J. PLUG	1.00	ea.	\$255.00	\$255.00	\$64.00	\$64.00	\$225.00	\$225.00
1.15	FIRE HYDRANT	1.00	ea.	\$405.00	\$405.00	\$1,400.00	\$1,400.00	\$2,450.00	\$2,450.00
1.16	8" R.S. GATE TAPPING VALVE	1.00	ea.	\$1,610.00	\$1,610.00	\$2,180.00	\$2,180.00	\$1,990.00	\$1,990.00
1.17	6" R.S. GATE TAPPING VALVE	1.00	ea.	\$1,195.00	\$1,195.00	\$1,520.00	\$1,520.00	\$1,495.00	\$1,495.00
1.18	6" R.S. GATE VALVE	1.00	ea.	\$1,020.00	\$1,020.00	\$1,150.00	\$1,150.00	\$1,225.00	\$1,225.00
1.19	VALVE BOX	3.00	ea.	\$220.00	\$660.00	\$140.00	\$420.00	\$205.00	\$615.00
1.20	THRUST BLOCK	7.00	ea.	\$360.00	\$2,520.00	\$250.00	\$1,750.00	\$285.00	\$1,995.00
1.21	DUC-LUGS & REDI-ROD	2.00	set	\$105.00	\$210.00	\$200.00	\$400.00	\$90.00	\$180.00
1.22	REMOVE EXIST. WATER MAIN AND DISPOSE	3.00	l.f.	\$51.00	\$153.00	\$25.00	\$75.00	\$40.00	\$120.00
1.23	ABANDON VALVE	2.00	ea.	\$150.00	\$300.00	\$500.00	\$1,000.00	\$200.00	\$400.00
1.24	REMOVE EXISTING ROADWAY	137.70	s.y.	\$8.00	\$1,101.60	\$12.00	\$1,652.40	\$14.00	\$1,927.80
1.25	REPLACE ROADWAY (47B MODIFIED)	137.70	s.y.	\$66.50	\$9,157.05	\$92.00	\$12,668.40	\$80.00	\$11,016.00
1.26	REMOVE INTEGRAL CURB	85.40	l.f.	\$0.50	\$42.70	\$6.00	\$512.40	\$8.50	\$725.90
1.27	REPLACE INTEGRAL CURB	85.40	I.f.	\$3.20	\$273.28	\$38.00	\$3,245.20	\$10.00	\$854.00
1.28	REMOVE SIDEWALK	265.40	s.f.	\$1.15	\$305.21	\$1.00	\$265.40	\$1.50	\$398.10
1.29	REPLACE SIDEWALK	265.40	s.f.	\$8.55	\$2,269.17	\$9.00	\$2,388.60	\$10.00	\$2,654.00
1.30	ADA REPLACEMENT TYPE 3 SE CORNER LINCOLN & DEL	1.00	l.s.	\$255.00	\$255.00	\$1,850.00	\$1,850.00	\$3,250.00	\$3,250.00
1.31	SODDING	275.00	s.f.	\$1.55	\$426.25	\$2.00	\$550.00	\$10.00	\$2,750.00
1.32	TRAFFIC CONTROL	1.00	l.s.	\$3,175.00	\$3,175.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00
1.33	DEWATERING	1.00	l.s.	\$1.00	\$1.00	\$30,000.00	\$30,000.00	\$34,800.00	\$34,800.00
					\$119,457.59		\$130,499.80		\$136,994.08
				Exceptions	none	Exceptions	none	Exceptions	none

RESOLUTION 2019-326

WHEREAS, the City of Grand Island invited sealed bids for Water Main Project 2020-W-1, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 5, 2019, were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company, of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$119,457.59, and

WHEREAS, the bid of The Diamond Engineering Company is less than the estimate for Water Main Project 2020-W-1 – Lincoln and Delta.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company, in the amount of \$119,457.59, for Water Main Project 2020-W-1, is hereby approved as the lowest responsible bid.

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

Roger G. Steele, Mayor

Attest:

Approved as to Form ¤ ______ November 8, 2019 ¤ City Attorney

RaNae Edwards, City Clerk



Tuesday, November 12, 2019 Council Session

Item G-8

#2019-327 - Approving Safety Glass Contract for Utilities, Public Works and Parks Departments for 2020 - 2022

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

John Collins, Public Works Director

Todd McCoy, Parks Director

Stacy Nonhof, Interim City Attorney

Meeting: November 12, 2019

Subject: Award of Safety Glass Contract for the Parks &

Recreation, Public Works and Utilities Departments for

2020 - 2022

Presenter(s): Timothy Luchsinger, Utilities Director

Background

As part of personal protective equipment furnished by the City to its employees, the City periodically enters into an agreement with a local provider for safety glasses for those employees needing corrective lenses. Costs for eyewear prescriptions and options other than the base selection are at the expense of the employee. Requests for quotes were solicited in accordance with City Procurement Policies for safety glass services for the Utilities, Public Works, and Parks & Recreation Departments for 2020 - 2022.

Discussion

Documents were mailed to five vendors and advertised in the Grand Island Independent. The following quotation was received.

Heartland Optical, Lincoln, NE (with a branch location at 1437 N. Webb Road, Grand Island)

Heartland Optical offered the best overall proposal with competitive pricing and their location at 1437 N. Webb Road complies with the specifications. Heartland Optical has provided safety glasses for City employees in the past, and their performance and product met expectations.

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 three-year contract for Safety Glasses for the Utilities, Public Works, and Parks and Recreation Departments, to Heartland Optical of Lincoln, Nebraska, dispensing from Heartland Optical at 1437 N. Webb Road in Grand Island, Nebraska.

Sample Motion

Move to approve the three-year contract (2020 - 2022) for Safety Glasses to Heartland Optical of Lincoln Nebraska, dispensing from their Grand Island location at 1437 N. Webb Road.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

REQUEST FOR QUALIFICATIONS **FOR** SAFETY GLASSES AND SERVICE

RFP DUE DATE: October 29, 2019 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: October 8, 2019

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

Heartland Optical Lincoln, NE

Tim Luchsinger, Utilities Director cc: Jerry Janulewicz, City Administrator Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist. Patrick Brown, Finance Director

P2159



SPECIFICATIONS FOR

SAFETY GLASSES AND SERVICE THE CITY OF GRAND ISLAND UTILITY, PUBLIC WORKS, AND PARKS DEPT.

January 1, 2020

thru

December 31, 2022

Due by October 29, 2019 at 4:00 p.m.

Name of Company HEARTLAND OPTICAL



ADVERTISEMENT FOR QUOTES FOR

Safety Glasses and Service

Utilities Department, Public Works, and Parks Department

Quotes will be received at the Office of the City Clerk, 100 East First Street, Grand Island, NE 68801, until 4:00 p.m. (Local Time), Tuesday, October 29, 2019 for furnishing Safety Glasses and Service for the City of Grand Island Utilities, Public Works, and Parks Departments. Quotes received after the specified time will be returned unopened to sender.

Proposals shall include the following on the **OUTSIDE** of the envelope: "Proposal for Safety Glasses". Proposals should be signed and dated. Proposals shall be addressed to the attention of the City Clerk if returning by mail. The proposal package and any Addenda's is also available on-line at http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar under the bid opening date and "Click here for bid document line" through QuestCDN. Submitting through QuestCND requires one original document of the bid to be uploaded.

Quotes will be evaluated by the purchaser based on comparison of unit prices and services. The Purchaser reserves the right to reject any or all quotes, to waive technicalities, and to accept whichever quote that may be in the best interest of the City.

Vendors may not withdraw their quote for a period of 30 days after date of opening.

RaNae Edwards, City Clerk

Specifications 2020 - 2022 Supplier of Safety Glasses and Service City of Grand Island, Nebraska Utilities. Public Works and Parks & Recreation Departments

Sealed quotes are due in the office of the City Clerk, City Hall, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802-1968, no later than 4:00 p.m. on Tuesday, October 29, 2019. Vendors must submit quotes on the attached forms.

Quotes will be evaluated based on comparison of unit prices and services. There were approximately 150 pairs of safety glasses purchased by the City of Grand Island during 2017, 2018 and 2019. This does not guarantee that the same number will be purchased during the upcoming contract period.

The Purchaser reserves the right to reject any or all quotes, to waive technicalities, and to accept whichever quote that may be in the best interest of the City. Quotes shall remain valid for 30 days after due date. The quote from the successful Company shall remain firm through December 31, 2022.

LENSES:

All lenses must meet ANSI Z87 Standards and be OSHA approved.

FRAMES:

All frames must be OSHA approved and stamped to meet ANSI Z87 (most current version).

SERVICE REQUIREMENTS:

- 1. The City of Grand Island Utilities, Public Works and Parks & Recreation Departments will make arrangements with the supplier regarding individual safety glass purchases. Authorization Forms (City will supply, see attached copy), signed by the City Division Supervisors, will be required to release supplier to proceed with orders. After the authorization form is completed by the supplier, the authorization form will be distributed by the supplier as follows: white to the vendor, pink to the City (with the invoice) and the yellow to the employee.
- 2. The Vendor must have an on-site location in the City of Grand Island to allow easy access for employees.

- 3. Price quotations from the successful Vendor are to be valid through December 31, 2022. The City intends to issue a contract for January 1, 2020 through December 31, 2022 to the award-winning supplier. If you have exceptions to this stipulation, note it (along with any other exceptions) in the exceptions portion of the Quotation Form. An exception to the contract period could result in the quote being rejected.
- 4. The City expects good overall service from the award winning supplier. The frames and lenses quoted must all be available within required lead times. Optical department employees must be aware of and correctly describe to City employees all details regarding the City contract, as well as, abide by all specifications/requirements.
- 5. Currently, the City expects employees to reimburse the City for certain costs. The successful Vendor shall invoice the City for the full amount. *It will be the City's responsibility to collect any amounts due from the employee.*
- 6. If new frames that are OSHA approved and meet ANSI Z87 Standards become available **after the contract award**, the Vendor shall notify the City of the new frame style and its cost. The City will consider adding new styles as it is generally felt that employees are more inclined to wear safety glasses if they like the style.
- 7. If you have any questions, you may contact Patricia (Pat) Gericke, Administrative Assistant for the Utilities Department at (308)389-0820, Monday Friday from 8 a.m. to 5 p.m.

QUOTATION FORM CITY OF GRAND ISLAND, NEBRASKA

RETURN QUOTATION TO:

City Clerk, City of Grand Island, 100 East First Street, Grand Island, Nebraska, 68801 Or -

P.O. Box 1968, Grand Island, Nebraska, 68802-1968

Please fill in the following blanks with applicable pricing.

1. **LENSES AS SPECIFIED:**

	GLASS	PLASTIC	POLYCARBONATE
Single Vision	_52_	16	21
Bifocal	67	26	37
Trifocal	_82_	32	_45
Progressive	120	_75_	_ 75
Varilux	_138_	105	105

2. QUOTE THESE ADDITIONAL COSTS:

OVERSIZE (54 or above)

Single Vision (flat charge)

Multifocal (flat charge)

Plain (flat charge)

TINTING

	<u>Transitions</u>	Solid Color
Single Vision	_52_	7
Bifocal	52	_
Trifocal	_52_	_7_
Progressive	52	7
Varilux	52	

SCRATCH COATING FOR PLASTIC LENSES

Single

0

Bifocal

0

Trifocal

0

ULTRA-VIOLET LIGHT PROTECTION

Clear Plastic Lens

0

Clear Glass Lens

0

ANTI-REFLECTIVE PROTECTION

Clear Plastic Lens

50

Clear Glass Lens

50

4. FRAMES

The City contract will include all or part of these frame styles. If a frame style has been discontinued, note N/A in the pricing blank. If you are aware of additional styles that are currently available, please add the style numbers and prices below.

TITMUS FRAMES:

FRAME #	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
PC250	51	3	5
PC250SW	51	3	5
PC261	45	.3	5
PC264	45	3	5
PC266	45	3	5
PC267	45	3	5
PC268	45	3	5
PC269	45	3	5
PC280	45	-3	5
FC601A	30	3	5
FC601U	30	3	5
FC703	30	.3	5
FC704	30	3	5
FC705	30	3	5

TITMUS FRAMES (Con't)

FRAME #	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS PERMANENT
FC706	30	3	5
FC707		3	5
FC709	30		5
TM10	30 30	3	5
TM10U 2-10		3	5
SC900	30	3	5
SP83		3	5
SP83BF		3	5
EX275	21	3	
EX281S	N/A*	3	<u> </u>
EXT2	N/A		5
EXT4	99		5
EXT5	99	3	
EXT6	99	3	5
		3	5
EXT8	49	<u> </u>	
EXT9	99	3	5
EXT10	99	<u> </u>	5
EXT11	106		5
EXT12	106	3	5
EXT13	106	3	5
EXT14	106	3	
EXTS1			5
EXTS2	102	3	5
BC101	33	3	5
BC102	33	3	5
BC104	33	3	5
BC109	33	3	5
BC115	33	3	5
TR301S	52	3	5
TR302S	52		5
TR303S	52	3 3 3 3 3	5
TR304S	52	3	5
TR305S	52	3	5
TR306S	52	3	5
TR307S	52	3	5
TR308S	52	3	5
TR309S	54	3	5
TR310S	54	3	5
TR311S	54	3	5
TR312S	54	3	5
SW02	65	3	5
SW03	<u> </u>	2	5
SW06	34	<u>3</u>	5

* = NA = DISCONTINUED FrAME

TITMUS FRAMES (Con't)

		ADDITIONAL COST	ADDITIONAL COST
FRAME#	COMPLETE	FOR SIDE SHIELDS -	FOR SIDE SHIELDS -
	FRAME COST	DETACHABLE	PERMANENT
SW06E	34	3	5
SW07	4.3	3	5
SW09	34	3	5
70F	17	3	5

List Any Additi	onal TITMUS FRAM	ES here:	
			*
 			
	-		X-15-12-12-12-12-12-12-12-12-12-12-12-12-12-
-		-	
	=		
		-	
<u> </u>			
-			
	/		
		-	-
	-		
		-	
			:

			1 =

HILCO FRAMES:

	0	Additional Cost for	Additional Cost for
Frame No.	Complete	Side Shields	Side Shields
	Frame Cost	Detachable	Permanent
OG-10	NA	3	5
OG-16	tot 46	3	5
OG-16P	46	3	5
OG-17	N/A	3	5
OG-18	N/A	3	5
OG-19	46	3	5
OG-20	NA	3	<u> </u>
OG-30	NA	3	5
OG-31	NA		5
OG-31C	NA	3	5
OG-32	NA	3	5
OG-34	NIA	3	5
OG-34S	N/A	3	5 5 5
OG-35		3	
OG-36	N/A-	3	5
OG-42	NA	3	5 5 5
OG-43	N/A	3	5
OG-43S	N/A	3	5
OG-45	N/4	3	5
OG-45NP	N/4	3	5
OG-53	NA	3	5
OG-54	N/A	3	5
OG-56	N/A	3	5
OG-58	NA	.3	5
OG-60	N/A	3	5
OG-65	N/A	<i>3</i>	5
OG-65S	N/4	3	5
OG-69	NA	3	5
OG-70	29	3	5
OG-71	19	3	5
OG-72	NA	3 3 3	5 5 5
OG-76	N/A. 115	3	5
OG-77	NA	3	5
OG-78	35	3	5
OG-79	35 N/A	3	5 5 5
OG-79S	NIA	3	5
OG-80	46	3	5
OG-81	NIA	3	5
OG-82	NA	3 3 3	5
OG-83	NA	3	5

HILCO FRAMES (Con't)

		Additional Cost for	Additional Cost for
Frame No.	Complete	Side Shields	Side Shields
	Frame Cost	Detachable	Permanent
		\$	9
OG-84	NA	3	5
OG-85	18	3	
OG-86	50	3	5
OG-87	NIA	3	5
OG-88	N/4	3	5
OG-90	46	3	5
OG-91	29	3	5
OG-92	N/4	3	5
OG-93	19	3	5
OG-94	NIA	3	5
OG-95	29	3	5
OG-96	NIA	3	5
OG-97	NIA	3	
OG-98	NIA	3	5
OG-99	115	3	5
OG-100	NIA	3	5
OG-101	46	3	5
OG-102	46	3	5
OG-103	46	3	5 5
OG-104	30	3	5
OG-105	NIA	3	5
OG-106	NIA	3	5
OG-106S	NA	3 3 3 3	5
OG-108	61	3	5
OG-109	115	3	5
OG-110	115	3	5
OG-111	NA	3	5
OG-112	44	3	5 5 5
OG-114	44	3	5
OG-115	61	3	5
OG-122	14/4	3	5
OG-123	NIA	3	5
OG-124	NIA	3	5
OG-125	N/A 63 N/A	3	5
OG-126	NTA	3	5
QG-128	NIA	3	5
OG-130A	N/A N/A	3	5
OG-130SA	NA	73 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	5 5 5
OG-130SU	NA	3	5
OG-130U	NIA	3	5
OG-132	NA NA	Ε,	5

HILCO FRAMES (Con't)

		Additional Cost for	Additional Cost for	
Frame No.	Complete	Side Shields	Side Shields	
	Frame Cost	Detachable	Permanent	
OG-133	NA	3	5	
OG-135	61	3	5	
OG-137S	NIA	3	5	
OG-138	63	3	5	
OG-140	115	3	5	
OG-141	NIA	3 3	5	
OG-142	N/4		5	
OG-143	63	3	5	
OG-144	63	3	5	
OG-145	NA	3	5	
OG-150	NIA	3 3 3	5	
OG-210	40	3	5	
OG-250S	NA	3	5	
OG-301	NA	3	5	
OG-302	N/A	3	5	
OG-303	NA	3	5	
OG-304	N/A	3	5	
OG-305	MIA	3	5	
OG-307	NA	3	5	
OG-309	NA	3	5	
OG-309NP	NA	3	5	
OG-310NP	NA	-3	5	
OG-311	NA	3	5	
OG-312	NA	3	5	
OG-313	NA	3	5	
OG-314	61	3	5	
OG-317	NA	3	5	
OG-318	NIA	3	5	
OG-321	61	3	5	
OG-322	NIA	3	5	
OG-500	N/A	3	5	
OG-502	NA	3	5	
OG-503	N/A N/A	3	5	
OG-508	63	3	5	
OG-708	NA	3	5	
OG-709	124	3	5	
OG-715	NIA	3	5	
Phoenix	NIA	3	5	



On-Guard Safety Frame Price List

14	\$22.00 \$22.00 \$22.00 \$46.00	92 93 94	\$29.00 \$19.00	143	\$63.00	452	\$63.00
15	\$22.00		\$19.00	444			
		94		144	\$63.00	453	\$63.00
10	\$46.00		\$29.00	145	\$63.00	503	\$71.00
16		95	\$29.00	160	\$24.00	505	\$63.00
16C	\$50.00	96	\$76.00	2108	\$40.00	508	\$63.00
19	\$46.00	99	\$115.00	2208	\$38.00	610	\$88.00
21 5	\$44.00	101	\$46.00	220s-dd	\$40.00	611	\$88.00
43	\$29.00	102	\$46.00	220fs	\$53.00	612	\$88.00
56	\$50.00	103	\$46.00	225	\$46.00	613	\$88.00
65	\$50.00	105	\$30.00	230S	\$48.00	614	\$80.00
70	\$29.00	108	\$61.00	240S	\$50.00	615	\$80.00
71	\$19.00	109	\$115.00	255	\$34.00	616	\$80.00
76 \$	S115.00	110	\$115.00	309	\$63.00	617	\$80.00
77 \$	5115.00	112	\$44.00	309NP	\$65.00	618	\$80.00
78	\$35.00	113	\$44.00	314	\$61.00	619	\$80.00
80 :	\$46.00	115	\$61.00	321	\$61.00	620	\$80.00
81	\$46.00	122	\$79.00	400	\$63.00	621	\$80.00
85	\$18.00	125	\$63.00	401	\$63.00	700T	\$119.00
86	\$50.00	133	\$50.00	402	\$63.00	701FT	\$116.00
88	\$76.00	135	\$61.00	403	\$63.00	702FT	\$116.00
90	\$46.00	138	\$63.00	404	\$63.00	709FT	\$124.00
91	\$29.00	140	\$115.00	450	\$63.00	800	\$57.00
		141	\$115.00	451	\$63.00	GI City Bid 2019	9

phasing out

ARMOURX FRAMES:

Frame No.	Complete	Additional Cost for Side Shields	Additional Cost for Side Shields
	Frame Cost	Detachable	Permanent
6000	N/A	3	5
6001	35	3	5
7000	45	3	5
7001	45	3	5
7002	45	3	5
7004	45	3 3 3	5
7005	40	3	5
7006	40	3	5
7008	45	3	5
7009	45	3 3 3	5 5 5 5 5 5 5
7010	45	3	5
7011	45	3	5
7012	23	3	5 5 5 5
7013	23	3	5
7014	23	3	5
7015	45	3	
7016	45	3	5
7017	45 45	3 3 3	5
7018	45	3	5
7007	40	3	5
t any additiona	al ARMOURX frame	s below (attach a sh	eet if necessary)



armouRx

Wrap-Rx	Collection
6001	\$35
6002	\$35
6005	\$30
6006	\$30
6007	\$30
6008	\$30
6009	\$45
6010	\$30
6011	\$30
6012	\$30
6013	\$30
7900	\$45
7901	\$45
dust bar	\$4
cushion	\$5

Metro Co	llection
7000	\$45
7001	\$45
7002	\$45
7003	\$45
7004	\$45
7008	\$45
7009	\$45
7010	\$45
7015	\$45
7016	\$45
7017	\$45
7018	\$45
7100	\$50
7101	\$50
7102	\$50
7103	\$50
7105	\$45
7106	\$45
7107	\$50
7108	\$50

Classic Co	llection
7005	\$40
7006	\$40
7007	\$40
7400	\$40
7401	\$40
7402	\$40
7403	\$40
7404	\$40
7405	\$40

Basic Collection		
5001	\$21	
5002	\$21	
5003	\$21	
5004	\$23	
5005	\$23	
5006	\$23	
7012	\$23	
7013	\$23	
7014	\$23	
7700	\$23	
7701	\$23	
7702	\$23	

Titanium	Collection
8001	\$80
8002	\$80

any additional HILCO	o styles below (attac	ch a sheet if necessary):

HUDSON FRAMES:

HODOOMTH	T	1 4 1 1111 1 1 6 1 6 1	A 1 1101 1 1 0 1 5
Frame No.	Complete	Additional Cost for Side Shields	Additional Cost for Side Shields
	Frame Cost	Detachable	Permanent
DG 83	65	3	5 5 5
DG 85	65	3	5
DG 87	65	3	5
DG 88	57	3	5
DG 89	57	3	5
DG 90	57	3	5
DG 91	57	3 3 3 3 3 3 3	5
DG 92	57	3	5
DG 93	57	3	5
DG 94	51	3	5
DG 95	57	3	5
DG 96	57		5
DG 97	57	3	5
DG 98	57	3	5
DGXL-1	51	3	5
DGXL-2	57	3	5
DGXL-3	51	3	5
EL-1	27		5
EL-2	27	3	5
EL-3	27	3	5
FG-1	75,	3	5
FG-2	75	3	5

HUDSON FRAMES (con't)

Frame No.	Complete	Additional Cost for Side Shields	Additional Cost for Side Shields Permanent
FO 44	Frame Cost	Detachable	
FG-11	75	3	5
FG-12	15	3	5
HD-61	41	3 3 3	5
HD-62	6	5	5
HD-63	61	3	5 5 5
HD-81	6	3 3 3	
HD-82	6	3	<u>S</u>
SL 1	20	3	5
SL 2	20	3	
SL 3	20	3	5
SL 920	11	3	
SL 921	13	3	5
SR-1	75	3 3 3 3 3	5
SR-2	15 15	3	5
SR-3	15	3	
SR-4	15	3	5
SR-5	15 15 15 15	3	5
SR-6	15	3	5
SR-7	75	3	5
SR-8	16	7	5
SR-9	26	3	
SR-10	75 75 15	3 3 3	5
SR-11	10	7	5
SR-12	13	3	5
SR-13	15 15	3	
	17	3 3	5
ST-1	60	3	<u> </u>
ST-2	40		5
ST-3	60	3	
ST-4	(60	3	5
STAND - 1	20	<u> </u>	5
STAND - 2	20	3	5 5 5
STAND – 3	20	3	<u> </u>
STAND – 4	20		5
STAND – 5	20	3 3 3 3 3 3 3 3 3 3 3 3 3	5
STAND – 6	20	3	5
STAND - 920	11	3	5
STAND - 921	13	3	5
TH-1	15	3	5
TH-2	15	3	5
TH-3	15	3	5
TH-4	15	3	5
TH-5	78	3	5
TH-6	18	3	5 5 6
TH-7	78	3	5

HUDSON FRAMES (c		Additional Cost for	Additional Cost for
Cue us a Nis	Commists	Side Shields	Side Shields
Frame No.	Complete	Detachable	Permanent
T11 44	Frame Cost		
TH-11	78	3	5
TH-12	78	3	<u> </u>
TI 1	109	3	<i>5</i> 5
TI 2	109	3	5
TI 3	109	3	5
TI 4	109	3	5
TI 5	109	3	5
VL-1	35	3	5
VL-2	35	3	5
VL-3	35	3	5
VL-4	35 35 37	3 3 3 3 3 3 3	5 5 5 5 5
VL-5	31	3	5
VL-6	37 37	3	5
List any other HUDSO	N Frames:		
_ist any other riebec	Terramos.		
		-	



Hudson Safety Frame Price List

Frame	Complete	Frame	Complete
itanium Series		Hi-Def Collection	
Ti-1	\$109.00	HD-61	\$61,00
Ti-2	\$109.00	HD-62	\$61.00
Ti-3	\$109.00	HD-63	\$61.00
Ti-4	\$109.00	HD-81	\$61.00
Ti-5	\$109.00	HD-82	\$61.00
Nine Disse Carles		DesignGard Series	
Slim - Rims Series	\$75.00	DG-83	\$65.00
SR-1	\$75.00	DG-85	\$65.00
SR-2		DG-87	\$65.00
SR-3	\$75.00 \$75.00	DG-88	\$57.00
SR-4 SR-5	\$75.00	DG-89	\$57.00
	\$75.00	DG-90	\$57.00
SR-6 SR-7	\$75.00	DG-91	\$57.00
SR-8	\$75.00	DG-92	\$57.00
SR-9	\$75.00	DG-93	\$57.00
SR-10	\$75.00	DG-94	\$57.00
	\$75.00	DG-95	\$57.00
SR-11 SR-12	\$75.00	DG-96	\$57.00
	\$75.00	DG-97	\$57.00
SR-13	Ψ10,00	DG-98	\$57.00
hin Dime Carine		DG-98	\$50.00
Thin - Rims Series	\$75.00	DG-99 DG-100	\$50.00
TH-1		DG-100	\$57.00
TH-2	\$75.00	DG-101	\$50.00
TH-3	\$75.00	DG-102	\$57.00
TH-4	\$75.00	DG-103	\$57.00
TH-5	\$78.00		Ψ37,00
TH-6	\$78.00	XL Series	
TH-7	\$78.00	DGXL-1	\$57.00
TH-8	\$78,00	DGXL-1	\$57.00
TH-9	\$78.00	DGXL-2	\$57.00
TH-10	\$78.00		
TH-11	\$78.00	DGXL-4	\$50.00
TH-12	\$78.00	DGXL-5	\$50.00
TH-13	\$73,00	DGXL-6	\$57.00
		DGXL-7	\$57.00
Stainless Steel Serie		DGXL-8	\$50.00
ST-1	\$60.00	DGXL-9	\$73.00
ST-2	\$60.00	Valuating Carios	
ST-3	\$60.00	ValueLine Series	\$35.00
ST-4	\$60.00	VL-1	\$35.00
		VL-2	\$35.00
Flip n'Grip Series		VL-3	
FG-1	\$75.00	VL-4	\$37.00
FG-2	\$75.00	VL-5	\$37,00
FG-11	\$75.00	VL-6	\$37.00
FG-12	\$75.00	VL-7	\$45,00
1012	4.0.00	VL-8	\$45.00
		VL-9	\$35.00
H1 (Non-Conductive))	VL-10	\$35.00
H1 Black-Orange	\$28.00	VL-11	\$35.00
H1 Clear	\$30.00	\$	7.000,000,000
H2 Black-Orange	\$33.00	Economyline Series	
H3 (frame only)	\$27.00	EL-1	\$27.00
H3 (frame + permed ss)	\$29.00	EL-2	\$27.00
H4 Clear/Orange or Pink	\$37.00	EL-3	\$27.00
H4 Graphite	\$37.00	EL-4	\$27.00
H5 Clear, Graphite	\$45.00	EL-5	\$27.00
H6P	\$30.00		
H7 Black w/headband	\$45.00	Standardline Series	
H9 (frame only)	\$28.00	STAND - 1	\$20.00
H9 (frame + permed ss)	\$30.00	STAND - 2	\$20.00
		STAND - 4	\$20.00 \$20.00
		STAND - 4 STAND - 5	\$20.00
		STAND - 6	\$20.00
	Phasing Out Frames	STAND - 920	\$11.00

Are glass cases included in the above pricing? YESX NO
WARRANTY/GUARANTEE:
The City expects all components of the safety glasses to be guaranteed for one (1) year period relative to defects in materials and workmanship. Such defects will be repaired or replaced in a timely manner at no charge to the City.
Define any additional aspects of your guarantee/warranty policy:
FRAME REPAIR COSTS:
Advise costs for general frame repairs which are not warranty related:
Front: SAFETY FrAMES ARE ONLY AVAILABLE COMPLETE (FrONT & temples together)
Nose Pad Replacement: Plastic \$per pair; Silicone \$per pair;
Other type (describe: SOLID BriDGE)\$ 5 per pair.
LEAD TIME:
New safety glasses will be required in two weeks or less. Quoted lead time isOR
Repairs to safety glasses shall be in one week or less. Quoted lead time is

·	OURS OF OPERATION.
L	ist Optical Department hours: 8:30-5:30 M-F
-	9-1 81
-	
). <u>j</u> <u>E</u>	XCEPTIONS:
th re e	any Vendor who has exceptions to any specifications and requirements listed in the documents must so state in the space provided below. It is the Vendor's esponsibility to clearly outline any exceptions. Failure by Vendor to outline xceptions will require the successful Vendor to comply with the specifications and requirements.
, -	
-	
_	
_	
ocume	dersigned Vendor, having examined the specifications and all other quote ents, and all addenda thereto, and being acquainted with and fully understanding litions relative to providing specified items, warrants that he/she has complete y to submit this quotation and enter into a contract upon acceptance by the City.
OMPA	NY NAME HEARTLAND OPTICAL
DDRE	SS_ 1012 N 27th STREET LINCOLN NE 68503
ELEPI	HONE 402476 3311 FAX 402 476 0157
Y (ple	ase print) RCASOT GARAD TITLE 150
igna ⁻	TURE: 70.21.19

THIS FORM MUST BE INCLUDED WITH YOUR QUOTE

Safety Glass Contract Agreement

This AGREEMENT made and entered into by and between <u>Heartland Optical</u>, hereinafter called "Supplier", 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 called for quotes to be published for furnishing SAFETY GLASSES; and

WHEREAS, the City, in the manner prescribed by law, has reviewed, examined, and canvassed the quotes submitted, and has determined the aforesaid Heartland Optical, to be the lowest responsive and responsible Safety Glass vendor, and has duly awarded them a contract therefore, for the sum or sums names in their quote, a copy thereof being attached to and made a part of this contract;

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

<u>ARTICLE I.</u> 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. The City of Grand Island's Specification for Safety Glasses.
- 3. Heartland Optical's quote signed and dated October 21, 2019.

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 <u>Heartland Optical</u> shall: (a) furnish all materials (frames and lenses); (b) provide and perform all necessary labor; and (c) in a good and 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 document forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and complete all work included in and

1 | Page

covered by the City's official award of this contract to Heartland Optical such award being based on the acceptance by the City of Grand Island's quote.

ARTICLE III. That the City shall pay <u>Heartland Optical</u> for the performance of the work embraced in this contract and Heartland Optical will accept as full compensation therefore the amount(s) as stated in the Specification Document for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payment thereof to be made in cash or its equivalent in a timely manner.

<u>ARTICLE IV.</u> Heartland Optical, hereby agrees to act as agent for the City in purchasing materials and supplies for the City for Safety Glasses. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but Heartland Optical, 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 City of Grand Island
Utilities Administration
PO Box 1968
Grand Island NE 68802-1968

All invoices shall bear Heartland Optical's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and become a part of the finished product, SAFETY GLASSES.

<u>ARTICLE V</u>. The contract shall go into effect **January 1, 2020**, and remain into effect until **December 31, 2022**.

ARTICLE VI. Heartland Optical, 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. They further agree 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, Heartland Optical agrees not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. Heartland Optical agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request.

GRATUTITIES 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 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

2 | Page

or a contract or subcontract, or to any solicitation or proposal therefore. 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 of the award of a subcontract or order.

Heartland Optical	
Ву:	Date:
Title:	
CITY OF GRAND ISLAND, NEBRASKA	
By: Roger G. Steele, Mayor	Date:
Attest: RaNae Edwards, City Clerk	
The contract is due form according to law and h	ereby approved.
Attorney for the City of Grand Island	Date:

3 | P a g e

RESOLUTION 2019-327

WHEREAS, the City of Grand Island invited quotes for Safety Glasses and Service for the Utilities, Public Works and Parks and Recreation Departments, according to the City's Request for Quotes on file with the Utilities Administration Office; and

WHEREAS, quotes were due on October 29, 2019; and

WHEREAS, Heartland Optical of Lincoln, Nebraska, dispensing safety glasses at their Grand Island, Nebraska, location submitted a quote in accordance with the terms of the advertisement for quotes and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote of Heartland Optical of Lincoln, Nebraska, dispensing at their Grand Island, Nebraska location, for safety glasses and service for the Utilities, Public Works and Parks and Recreation Departments for the years 2020, 2021 and 2022 for the amounts set out in its quote is hereby approved as the best responsive quote received.

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

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	

Approved as to Form ¤ ______ November 8, 2019 ¤ City Attorney



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-9

#2019-328 - Approving the Union Pacific Rail Contract Agreement for Coal Transportation

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director

Stacy Nonhof, Interim City Attorney

Meeting: November 12, 2019

Subject: Coal Freight Transportation Contract between Union

Pacific Railroad and the City of Grand Island Utilities

Presenter(s): Tim Luchsinger, Utilities Director

Background

The current coal transportation contract with the Union Pacific Railroad (UP) is for a three year term and expires on December 31, 2019. UP was asked to provide price quotations for continued service to move coal from the Wyoming coal fields to the Platte Generating Station at Grand Island. In accordance with the request from the Utilities Department, UP provided proposals for continued freight service by contract and by Common Carrier Tariff.

Discussion

Union Pacific considers its proposals for continued freight service to be confidential. In order to meet that confidentiality, the proposed contract and Common Carrier rates are included under separate cover for each Council Member. These proposals have been reviewed by Utilities Department and Legal staff and it is recommended that the proposed contract for the term of January 1, 2020 through December 31, 2024 be approved.

If the City Council wishes to discuss the details of the confidential proposal received from Union Pacific, it is recommended that they adjourn to closed session for the protection of the public interest.

Alternatives

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

- 1. Move to approve the contract offer
- 2. Move to request a Common Carrier Tariff
- Refer the issue to a Committee

- 4. Postpone the issue to future date
- 5. Take no action on the issue

Recommendation

City Administration's recommends that the Council approve the Coal Freight Transportation Contract for January 1, 2020 through December 31, 2024 with Union Pacific for coal transportation to the Platte Generating Station.

Sample Motion

Move to approve the Platte Generating Station Coal Freight Transportation Contract for January 1, 2020 through December 31, 2024 with Union Pacific.

RESOLUTION 2019-328

WHEREAS, the City's current coal transportation contract with the Union Pacific Railroad Company expires on December 31, 2019; and

WHEREAS, Utilities Department staff has solicited proposals from Union Pacific Railroad to continue coal transportation to Platte Generating Station; and

WHERAS, Union Pacific Railroad has offered a contract for coal transportation to Platte Generating Station for the term January 1, 2020 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a contract for coal transportation with the Union Pacific Railroad is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the contract for coal transportation with the Union Pacific Railroad Company on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 20	Adop	ted by	v the (Citv	Council	of t	he Cit	v of	Grand	Island.	Nebraska	November	12.	. 20
--	------	--------	---------	------	---------	------	--------	------	-------	---------	----------	----------	-----	------

	D C C 1 M
	Roger G. Steele, Mayor
ttest:	
	<u> </u>
RaNae Edwards, City Clerk	

Approved as to Form $\begin{tabular}{ll} $\tt x$ \\ November 8, 2019 & $\tt x$ City Attorney \\ \end{tabular}$



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-10

#2019-329 - Approving Agreement for Engineering Consulting Services Related to Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 12, 2019

Subject: Approving Agreement for Engineering Consulting

Services Related to Eddy Street Underpass

Rehabilitation; Project No. 2019-U-1

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

Background

Public Works Engineering staff is looking to evaluate the condition and status of the Eddy Street underpass which was built in 1950. The goal of this evaluation is to outline any repairs and/or replacements which should be implemented to extend the life of the structure. Issues needing to be evaluated are related to the condition of the concrete retaining walls of the structure as well as the condition of the Mill Drive and North Front Street Bridges. The current storm sewer pumping system for the underpass is also to be evaluated and rehabbed as needed. It is also desired to install netting to aid in the reduction of roosting birds. The desired outcome of this stage of the project is to develop and evaluate recommendations for rehabilitation, evaluate opinions of cost, and select a preferred alternative for rehabilitation of the structure. The main purpose of this project is to do further geotechnical and structural analysis, analyze the recommendations, and to develop the most cost effective design to present to council prior to construction.

On July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for the Eddy Street Underpass Rehabilitation, with sixteen (16) potential respondents.

Discussion

Three (3) engineering firms submitted qualifications for the engineering services for Eddy Street Underpass Rehabilitation. Olsson, Inc. of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

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

Compensation for Olsson, Inc.'s design services will be provided on a time and materials basis with a maximum fee of \$67,570.00.

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 agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$67,570.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2019-329

WHEREAS, on July 5, 2019 the Engineering Division of the Public Works Department advertised for engineering services for Eddy Street Underpass Rehabilitation; and

WHEREAS, on July 30, 2019 three (3) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson, Inc. of Grand Island, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Olsson, Inc. of Grand Island, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson, Inc. of Grand Island, Nebraska for engineering design services related to Eddy Street Underpass Rehabilitation, in the amount of \$67,570.00, 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, November 12, 2019.

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\begin{tabular}{ll} $\tt x$ \\ November 8, 2019 & $\tt x$ City Attorney \\ \end{tabular}$



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-11

#2019-330 - Approving Dedicated Parking Stalls in the Public Parking Lot at 3rd Street and Pine Street- Pinnacle Bank

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

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: November 12, 2019

Subject: Approving Dedicated Parking Stalls in the Public Parking

Lot at 3rd Street and Pine Street- Pinnacle Bank

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

Background

Pinnacle Bank, located at 106 East 3rd Street, has requested designated parking stalls south of their building across 3rd Street, as shown on the attached exhibit.

Discussion

Pinnacle Bank is planning to open the 106 East 3rd Street location in mid-November 2019, with a request to dedicate three (3) parking stalls in the northern part of the parking south across 3rd Street from their location. City staff have negotiated an agreement with Pinnacle Bank, with the guidance of the City Attorney, a copy of which is attached for review. The fee is set at \$400.00 per year, per stall; for a total of \$1,200.00 annually, with the first year prorated. It should be noted there are current parking lease agreements in place at the following locations.

- Southern portion of 3rd Street and Pine Street parking lot- ProCon Management, Inc.
- Oak Street and South Front Street (southeast) parking lot- American Red Cross
- Oak Street and South Front Street (southwest) parking lot- Grand Generation Center
- South Front Street (east of YMCA) parking lot- YMCA

It is the intent to add a standard parking lease fee to the 2020/2021 Fiscal Year Fee Schedule.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution authorizing dedicated parking stalls in the public parking lot at 3rd Street and Pine Street for Pinnacle Bank, according to Exhibit "A".

Sample Motion

Move to approve the resolution.

LEASE

This lease agreement is made on October _____, 2019 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereafter referred to as "City" and PINNACLE BANK, a Corporation, hereinafter referred to as "Bank".

- 1. STATEMENT OF PURPOSE. The purpose of this agreement is to set forth the terms and conditions under which the Bank will lease from the City three (3) parking spaces south of the bank, the location of which is shown on Exhibit "A", attached hereto and made a part hereof by reference.
- 2. TERM OF LEASE. This lease shall run for a term of two (2) years commencing on ______. This lease shall be automatically renewable for up to two (2) additional two (2) year terms unless the Bank notifies the City in writing prior to the end of the then current term of its intention not to renew this lease for an additional term.
- 3. CONSIDERATION. In consideration of this lease the Bank agrees to pay to the City as rentals for the three (3) parking spaces One Thousand Two Hundred Dollars (\$1,200.00) per year or Four Hundred Dollars (\$400.00) per stall per year. This rental shall be due and payable to the city of Grand Island in annual installments on or before January 1 of the current year. Any partial year rental will be pro-rated.
- 4. SIGNS AND MARKINGS. The City will supply and install the posts. The Bank shall supply the signs and name placard (maximum size of 12" x 18") indicating that the aforementioned parking spaces are leased for private parking, and shall be responsible for any damage, theft, etc. of such. The signs will indicate that the aforementioned parking spaces are for their customer parking and that violators will be towed at owner's expense.
- 5. ENFORCEMENT. The Bank shall be responsible for enforcing that parking is only for Bank customers. The Bank shall be responsible for calling tow companies for parking violations. The Bank shall not call Grand Island Police Department for enforcement.
- 6. NOTICES. All notices in connection with this lease shall be sent to the following addresses by first class mail, postage prepaid:

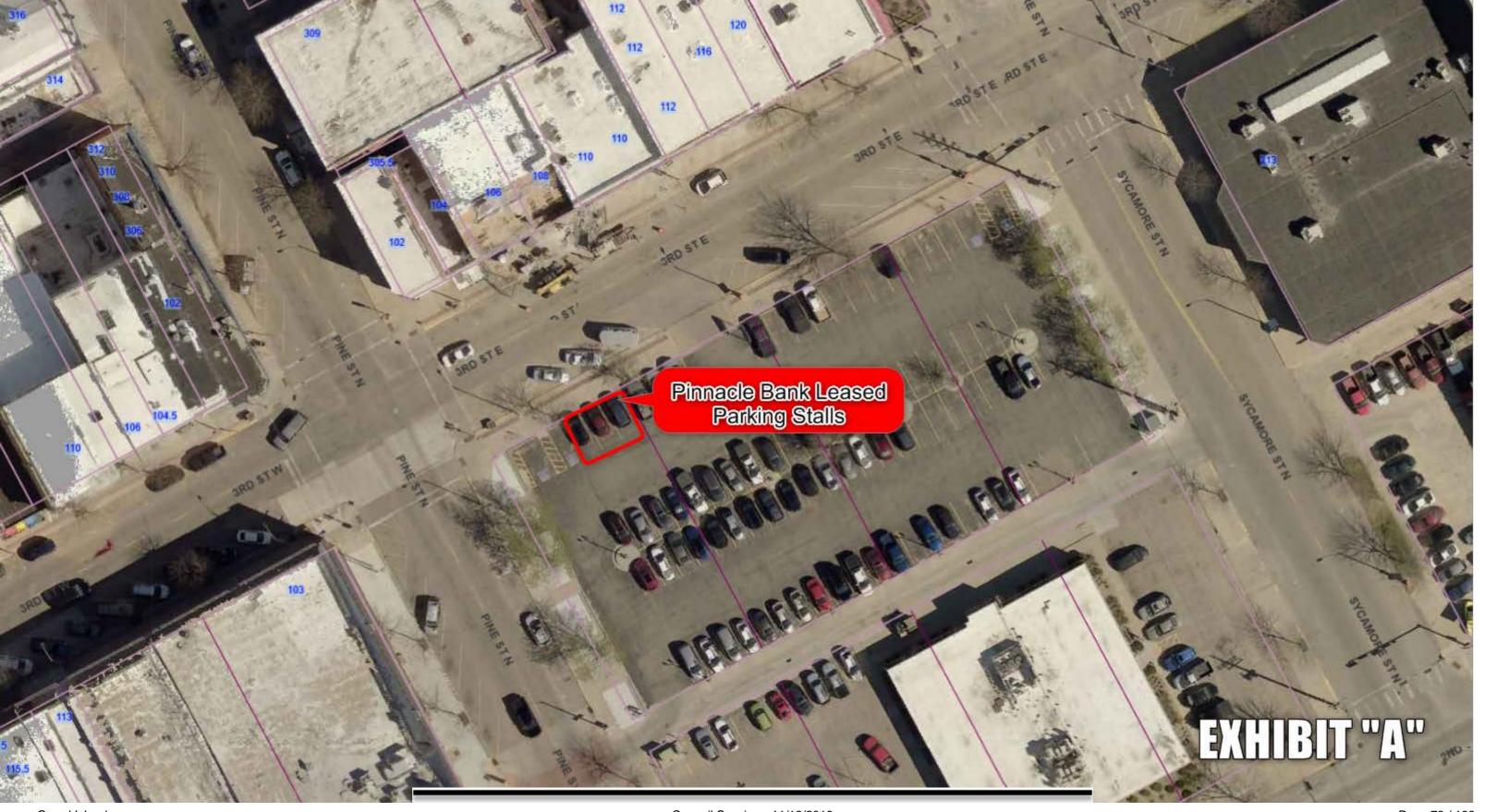
City of Grand Island Attn: City Attorney P.O. Box 1968 Grand Island, NE 68802

Pinnacle Bank 3610 W Capital Ave Grand Island, NE 68803

- 7. CHOICE OF LAWS. This agreement shall be construed in accordance with the laws of the State of Nebraska.
- 8. ENTIRE AGREEMENT. This lease constitutes the entire agreement between the parties hereto, notwithstanding any other written or oral agreements to the contrary. This lease may be amended only in writing, duly approved and executed by both parties.

CITY OF GRAND ISLAND, NEBRASKA

ByRoger Steele, Mayor	Date
Attest:City Clerk	
The contract is in due form according to law	and hereby approved.
Attorney for the City PINNACLE BANK, A Corporation	Date
ByBart Qualsett	Date
Title	
STATE OF NEBRASKA)) ss: COUNTY OF HALL)	
The foregoing document was exe	ecuted before me on October, 2019 by President of the PINNACLE BANK a
Corporation, on behalf of said corporation.	
	Notary Public



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

WHEREAS, Pinnacle Bank requests to dedicate three (3) parking stalls in the public parking lot at 3rd Street and Pine Street, according to attached Exhibit "A"; and

WHEREAS, an agreement for such dedicated parking stalls has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Parking Lease Agreement with Pinnacle Bank for their location at 106 East 3rd Street, according to the attached Exhibit "A".

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, November 12, 20	Adop	ted by	the C	itv C	Council	of the	City	of C	rand I	sland.	Nebraska.	November	12.	. 20
--	------	--------	-------	-------	---------	--------	------	------	--------	--------	-----------	----------	-----	------

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\begin{tabular}{ll} $\tt m$\\ November 8, 2019 & $\tt m$ City Attorney \\ \end{tabular}$



Tuesday, November 12, 2019 Council Session

Item G-12

#2019-331 - Approving Skid Steer Buy-Back for Streets Division

From: Shannon Callahan, Street Superintendent

Meeting: November 12, 2019

Subject: Approving Skid Steer Buy-Back for Streets Division

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

Background

The Streets Division currently owns two compact track loaders (skid steers). One compact track loader is a front line machine for the Streets Division's concrete repair crew that is primarily used for concrete removal (sawing, hammering, and excavating). The other compact track loader is used mainly for asphalt roadway patching by clearing and loading millings from sections of roadway in preparation for new hot-mix asphalt.

In November of 2014, the City Council approved the purchase of two new skid steers (one rubber tire and one track loader) and future participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE. The Buyback program gives the City an opportunity to own a new machine, at minimal cost, each year lowering the risk of down time for a key piece of equipment and reducing equipment maintenance costs.

In November of 2016, the City Council approved an upgrade to the rubber tire skid steer to a compact track loader which made two major impacts. First, the new compact track loader used by the asphalt crew has alleviated issues with tires on the new asphalt patches either popping (causes crew downtime) or marring the asphalt. Secondly, the upgrade allowed Streets to more efficiently clean and mow drainage cells without spending extra money on rented equipment.





Examples of Compact Track Loaders

Discussion

The Net Cost breakdown for each skid steer is shown in the tables below.

T650 T4 Bobcat Compact Track Loader					
New Machine Cost	\$54,710.48				
Trade Value based on Buyback Agreement	\$47,960.48				
Net Purchase Price	\$6,750.00				

T595 T4 Bobcat Skid St	teer Loader
New Machine Cost	\$50,542.52
Trade Value based on Buyback Agreement	\$45,883.52
Net Purchase Price	\$4,659.00

Public Works staff is recommending participation in Bobcat's buyback program and the purchase of a new a T650 T4 compact track loader for \$54,710.48 with a trade-in value of \$47,960.48 for a net purchase price of \$6,750.00 and the purchase of a new T595 T4 compact track loader for \$50,542.52 with a trade-in value of \$45,883.52 for a net purchase price of \$4,659.00 from Central Nebraska Bobcat of Grand Island, NE.

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 participation in Bobcat's buyback program and the purchase of a new a T650 T4 compact track loader for \$54,710.48 with a trade-in value of \$47,960.48 for a net purchase price of \$6,750.00 and the purchase of a new T595 T4 compact track loader for \$50,542.52 with a trade-in value of \$45,883.52 for a net purchase price of \$4,659.00 from Central Nebraska Bobcat of Grand Island, NE.

Sample Motion

Motion to approve the participation in Bobcat's buyback program and the purchase of a new a T650 T4 compact track loader for \$54,710.48 with a trade-in value of \$47,960.48 for a net purchase price of \$6,750.00 and the purchase of a new T595 T4 compact track loader for \$50,542.52 with a trade-in value of \$45,883.52 for a net purchase price of \$4,659.00 from Central Nebraska Bobcat of Grand Island, NE.

WHEREAS, the City of Grand Island City Council approved participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE in November of 2014; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new T650 T4 compact track loader for \$54,710.48 with a trade-in value of \$47,960.48 for a net purchase price of \$6,750.00; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new T595 T4 compact track loader for \$50,542.52 with a trade-in value of \$45,883.52 for a net purchase price of \$4,659.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a new a T650 T4 compact track loader for \$54,710.48 with a trade-in value of \$47,960.48 for a net purchase price of \$6,750.00 and the purchase of a new T595 T4 compact track loader for \$50,542.52 with a trade-in value of \$45,883.52 for a net purchase price of \$4,659.00 from Central Nebraska Bobcat of Grand Island, NE is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 20	Ador	nted by	the City	z Council	of the	City of	Grand 1	Island.	Nebraska.	November	12.	20	19
--	------	---------	----------	-----------	--------	---------	---------	---------	-----------	----------	-----	----	----

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\ ^{12}$ November 8, 2019 $\ ^{12}$ City Attorney



Tuesday, November 12, 2019 Council Session

Item G-13

#2019-332 - Approving Year-End Certification of City Street Superintendent for Determining Incentive Payment for Calendar Year 2019

From: Shannon Callahan, Street Superintendent

Meeting: November 12, 2019

Subject: Year-End Certification of City Street Superintendent for

Determining Incentive Payment for Calendar Year 2019

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

Background

The Nebraska Department of Transportation offers an incentive payment to each municipality that employs a licensed Street Superintendent. The incentive payment is based on the level of licensure of such employee and the population of the municipality, as set by Nebraska State Statue 39-2515. Grand Island would receive \$4,000 for a Class B License and \$8,000 for a Class A License.

Furthermore, State of Nebraska Statutes, sections 39-2302 and 39-2511 thru 39-2515 require a Municipality to certify having a licensed Street Superintendent in its employ during the calendar year preceding the year in which payment is made.

Discussion

This certification has been completed, in the past, without the need for City Council action as the Street Superintendent is an employee of the City. The Department of Transportation has changed the reporting requirements to include a resolution from the City Council authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor.

Shannon Callahan, City of Grand Island Street Superintendent, held a Class A Street Superintendent License and was employed with the City of Grand Island during the 2019 calendar year; therefore the City will receive the 2019 annual incentive payment of \$8,000 from the Nebraska Department of Transportation in February or March of 2020.

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 Year-End Certification of City Street Superintendent for determining incentive payment for the 2019 calendar year.

Sample Motion

Move to approve the signing of the Year-End Certification of City Street Superintendent for determining incentive payment for the 2019 calendar year.

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2019 to December 31, 2019

*This	certifies that _		Rose Callahan				nse Number S	- 1485	-	A 🥫
		•	of Superintendent as							(A or B)
was	the appointed Cit	y Street Sup	erintendent of	City of	Gra	nd Island		1/://		
	(Print name of City or Village) rom January 1 . 2019 to December 31 . 2019									
from	January 1		Date	, 2019) to	Month	l .	Date	,	, 2019
and		ormed all o	f the following o	duties:		monar		Dato		
1.			updating a long-r	ange pla	ın ba	ased on needs	and coordina	ated with a	adjacen	ıt local
2.	governmental u		arom for docian	construe	ation	and maintana	noo:			
		•	gram for design,							
3.			lget based on pro	•		•		المصم بالمدينة		
4.	_		ograms, and bud	-						
5.	programs, and		mprovements an	d mainte	enan	ce activities pro	ovided in the	approved	plans,	20
		· ·								
And	I further certifies one)	s that the su	uperintending ser	rvices of	the	above listed inc	dividual were	provided	by: (C	Check
X	Employment with this Municipality		Contract (consultant) with this Municipality		Mu	ntract (interloca nicipality and th l/or County(ies)	ie following li			/(ies)
					-	Signature of Ma	avor 🗆 Villa	age Board	Chairn	person \square
						o .	•	Ü		
duri com not B; a §§3 writ cert	ing the calendary puted based or your municipality nd (d) whether 9-2511 through e "City Council	ar year, list on (a) your m ty appointed or not the S 39-2515. I il" or "Villa ing minute	or the City Count each successinost recent Feder deal icensed City Superintendent programmer or viuge Board" as the and resolution 2019.	ve supe ral Censi Street S erformed Ilage did ne name	rint us a upe d all d <u>no</u> of '	endent on a se is certified by the rintendent for a of the duties lise thave an apport	eparate form ne Tax Comm ill 12 months sted. Referen ointed City s ent." Failure	n. The am missioner; s; (c) class nce Neb. F Street Sul to return	nount w (b) who of lice Rev. St perinte the	vill be ether or nse, A or <i>tat.</i> endent,
Trar Cert	nsportation, (du tification of Prog	e Decembe gram Comp	al, Year-End cert er 31st), the mun liance" form with . Rev. Stat. §§39	icipality i the Boa	is al rd o	so responsible : of Public Roads	for filing the Classificatio	"Municipal ons and Sta	l Annua andard	al



Return the completed original certification, meeting minutes and resolution by December 31, 2019 to:

Highway Local Liaison Coordinator Boards-Liaison Services Section Local Assistance Division Nebraska Department of Transportation PO Box 94759 Lincoln NE 68509-4759

Page 1 of 2

RESOLUTION

SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM 2019

Resolution No. 2019-332

•
Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment;
Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form;
Whereas: The NDOT requires that such certification shall also include a copy of the meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and
Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.
Be it resolved that the Mayor 🗓 Village Board Chairperson 🗌 of
(Check one box) (Print Name of Municipality) is hereby authorized to sign the attached Year-End Certification of City Street Superintendent form.
Adopted this 12th day of November, 20 19 at Grand Island, Nebraska.
City Council/Village Board Members
City Council/Village Board Member Moved the adoption of said resolution
Member Seconded the Motion
Roll Call: Yes No Abstained Absent Resolution adopted, signed and billed as adopted.
Attest:
(Signature of Clerk)
Page 2 of 2



Tuesday, November 12, 2019 Council Session

Item G-14

#2019-333 - Approving Engineering Consulting Agreement for Stormwater Geospatial Data Collection

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 12, 2019

Subject: Approving Engineering Consulting Agreement for Storm

Water Geospatial Data Collection

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

Background

From 2010 through 2016, a large portion of the storm water system was GPS surveyed and attributes information collected about each asset. The goals of this project is to GPS survey and collect attribute information for newly constructed assets and assets that were not surveyed during the previous geospatial data collection efforts as well as to collect missing attribute information such as pipe diameter and material, manhole and inlet sizes and materials, top and bottom channel widths and channel depths. The geospatial data collection effort will improve the accuracy and completeness of the digital storm water conveyance system features and attributes housed within the City's enterprise geodatabase and integrated with the Cartegraph OMS asset management system.

On July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for Storm Water Geospatial Data Collection, with sixteen (16) potential respondents.

Discussion

Four (4) engineering firms submitted qualifications for the engineering services for Storm Water Geospatial Data Collection. JEO Consulting Group, Inc. of Wahoo, 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 JEO Consulting Group, Inc.'s services will be provided on a time and expense basis not to exceed \$308,898.00. Such services will collect accurate horizontal and vertical locations of Rim elevations for 517 storm inlets, 249 storm manholes, 449 sanitary sewer manholes, and 1,612 storm channel nodes.

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, Inc. of Wahoo, Nebraska, in the amount of \$308,898.00.

Sample Motion

Move to approve the resolution.

WHEREAS, on July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for Storm Water Geospatial Data Collection; and

WHEREAS, on July 30, 2019 four (4) engineering firms submitted qualifications for such services; and

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

WHEREAS, the City of Grand Island and JEO Consulting Group, Inc. of Wahoo, Nebraska wish to enter into an Engineering Services Agreement to provide Storm Water Geospatial Data Collection.

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, Inc. of Wahoo, Nebraska for engineering services related to Storm Water Geospatial Data Collection, in the amount of \$308,898.00, 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, November 12, 2019.

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form ¤
November 8, 2019 ¤ City Attorney



Tuesday, November 12, 2019 Council Session

Item G-15

#2019-334 - Approving Engineering Consulting Agreement for North Moores Creek Wetland Mitigation Bank

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 12, 2019

Subject: Approving Engineering Consulting Agreement for North

Moores Creek Wetland Mitigation Bank

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

Background

The North Moores Creek Wetland Mitigation Bank project will determine the feasibility of a wetland bank on an 80 acre parcel of the land the City currently owns just north of Eagle Scout Lake, which Moores Creek drains through. This project will permit future City wetland impacts to be offset and potentially permit the sale of wetland credits if desired. This area is also likely to provide additional detention capacity for the Moores Creek system allowing the removal of several weir structures to encourage faster flow through town. The City of Grand Island completed a Master Plan for the Mores Creek system in 2019 in which these concepts were initially investigated. The intent would be to use that as a starting point for this analysis.

On July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for North Moores Creek Wetland Mitigation Bank, with sixteen (16) potential respondents.

Discussion

Five (5) engineering firms submitted qualifications for the engineering services for North Moores Creek Wetland Mitigation Bank. Felsburg Holt & Ullevig of Omaha, 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 Felsburg Holt & Ullevig's services will be provided on a time and expense basis not to exceed \$96,320.00. Such services will involve project management and meeting, data collection, conceptual design, and prospectus and coordination with United States Army Corps of Engineers (USACE).

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 Felsburg Holt & Ullevig of Omaha, Nebraska, in the amount of \$96,320.00.

Sample Motion

Move to approve the resolution.

WHEREAS, on July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for North Moores Creek Wetland Mitigation Bank; and

WHEREAS, on July 30, 2019 five (5) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Felsburg Holt & Ullevig of Omaha, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Felsburg Holt & Ullevig of Omaha, Nebraska wish to enter into an Engineering Services Agreement for North Moores Creek Wetland Mitigation Bank.

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 Felsburg Holt & Ullevig of Omaha, Nebraska for engineering services related to North Moores Creek Wetland Mitigation Bank, in the amount of \$96,320.00, 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, November 12, 2019.

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form ¤ ______ November 8, 2019 ¤ City Attorney



Tuesday, November 12, 2019 Council Session

Item G-16

#2019-335 - Approving the Re-establishment of Connection Fees for Subdivided Lots in Bosselville Fifth Subdivision- Sanitary Sewer District No. 530T

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 12, 2019

Subject: Approving the Re-establishment of Connection Fees for

Subdivided Lots in Bosselville Fifth Subdivision-

Sanitary Sewer District No. 530T

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

Background

Sanitary Sewer District No. 530T was built in 2016 to support sanitary sewer extension south along US Highway 281 past Interstate 80. The district was done as a connection fee (tap) district which is the City's standard method of installing mains in undeveloped areas. Customers are not charged for the cost of the infrastructure until they "tap" the main for service.

Upon completion of the construction work, the Council sits as a Board of Equalization to establish the fees for each property within the district's boundary. The BOE for Sanitary Sewer District No. 530T was held on December 27, 2016. At that time, the majority of the properties in the district consisted on large tracts of land that were rural in nature. Subdivided developments were only in the planning stages.

One of those tracts of land has recently been subdivided and the individual lots need to have the appropriate connection fees re-established.

Discussion

At the time Sanitary Sewer District No. 530T was completed, a tract of land within the district was owned by Bosselman, Inc., being located just north of Wood River Road, west of US Highway 281. Refer to the highlighted area on the attached plat.

The original connection fee to the Bosselman, Inc. tract was \$190,209.20. That tract has recently been subdivided as Bosselville Fifth Subdivision consisting of five (5) lots, with a portion of the parcel west of Lot 1 being added to such subdivision and reduced in size. It is recommended the connection fee be split between the current five (5) lots and the parcel west of Lot 1, based on the redistribution of land. Please see attached exhibit for original tap assessment figures and parcel layout versus proposed tap assessment figures and current parcel layout.

Sanitary Sewer District No. 530T - Assessments

Parcel #	Owner	Legal	Sub-Total	Tap Fee Prev Paid	Tap Fee Owed
400418926	Bosselman, Inc.	Lot 1, Bosselville Fifth Subdivision (5.281 ac)	\$ 40,612.97	\$ -	\$ 40,612.97
400418928	Bosselman, Inc.	Lot 2, Bosselville Fifth Subdivision (11.052 ac)	\$ 84,994.24	\$ -	\$ 84,994.24
400418930	Bosselman, Inc.	Lot 3, Bosselville Fifth Subdivision (5.521 ac)	\$ 42,458.67	\$ -	\$ 42,458.67
400406772	Bosselman, Inc.	Outlot A, Block 2, Bosselville Fifth Sub (9.920 ac)	\$ 11,395.10	\$ -	\$ 11,395.10
400418924	Bosselman, Inc.	Outlot B, Boselville Fifth Subdivision (4.412)	\$ 0	\$ -	\$ 0
400217503	Bosselman, Inc.	NE ¼, SW ¼, Se ¼, Alda Twp, 13-10-10- 10 AC	\$10,748.22	\$	\$10,748.22

TOTAL \$190,209.20

Alternatives

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

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

Recommendation

City Administration recommends that the City Council sit as a Board of Equalization on December 17, 2019, to establish the connection fees for the properties within Bosselville Fifth Subdivision in the City of Grand Island, Nebraska.

Sample Motion

Move to recommend that the City Council sit as a Board of Equalization on December 17, 2019, to establish the connection fees for the properties within Bosselville Fifth Subdivision in the City of Grand Island, Nebraska.

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer District No. 530T on December 27, 2016 certifying that Van Kirk Brothers Contractors of Sutton, Nebraska, under contract had completed the sanitary sewer project according to the terms, conditions, and stipulations for such improvements; and

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

WHEREAS, the Mayor concurred with the recommendation of the City Engineer/Public Works Director; and

WHEREAS, at the time Sanitary Sewer District No. 530T was completed, a tract of land within the district was owned by Bosselman, Inc., being located just north of Wood River Road, west of US Highway 281; and

WHEREAS, the original connection fee to the Bosselman, Inc. tract was \$190,209.20; and

WHEREAS, the tract has recently been subdivided as Bosselville Fifth Subdivision consisting of five (5) lots, with a portion of the parcel west of Lot 1 being added to such subdivision and reduced in size; and

WHEREAS, it is recommended the connection fee be split between the current five (5) lots and the parcel west of Lot 1, based on the redistribution of land.

Sanitary Sewer District No. 530T - Assessments

Parcel #	Owner	Legal	Sub-Total	Tap Fee Prev Paid	Tap Fee Owed
400418926	Bosselman, Inc.	Lot 1, Bosselville Fifth Subdivision (5.281 ac)	\$ 40,612.97	\$ -	\$ 40,612.97
400418928	Bosselman, Inc.	Lot 2, Bosselville Fifth Subdivision (11.052 ac)	\$ 84,994.24	\$ -	\$ 84,994.24
400418930	Bosselman, Inc.	Lot 3, Bosselville Fifth Subdivision (5.521 ac)	\$ 42,458.67	\$ -	\$ 42,458.67
400406772	Bosselman, Inc.	Outlot A, Block 2, Bosselville Fifth Sub (9.920 ac)	\$ 11,395.10	\$ -	\$ 11,395.10
400418924	Bosselman, Inc.	Outlot B, Boselville Fifth Subdivision (4.412)	\$ 0	\$ -	\$ 0
400217503	Bosselman, Inc.	NE ¼, SW ¼, Se ¼, Alda Twp, 13-10-10- 10 AC	\$10,748.22	\$	\$10,748.22

TOTAL

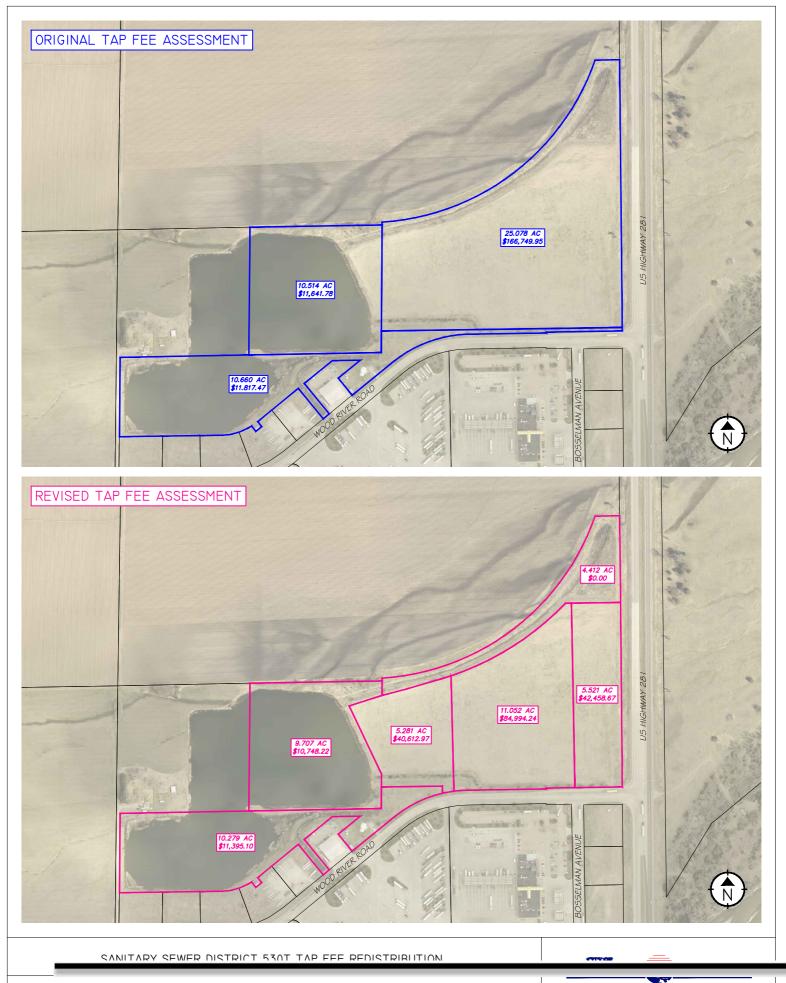
\$190,209.20

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

• The City Council will sit as a Board of Equalization on December 17, 2019, to determine benefits and set assessments for the newly subdivided lots in Bosselville Fifth Subdivision and Parcel No. 400217503 in Sanitary Sewer District No. 530T.

Approved as to Form ¤
November 8, 2019 ¤ City Attorney

	-
Adopted by the City Council of the City of Grand	l Island, Nebraska, November 12, 2019.
	Roger G. Steele, Mayor
Attest:	
D.M. E.L. J. C'. Cl. J.	
RaNae Edwards, City Clerk	





Tuesday, November 12, 2019 Council Session

Item G-17

#2019-336 - Approving Amendment No. 1 to Engineering Consulting Agreement for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 12, 2019

Subject: Approving Amendment No. 1 to Engineering Consulting

Agreement for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6

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

Background

The North Road- Old Potash Highway to 13th 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 13th 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 March 12, 2019, via Resolution No. 2019-86, City Council approved an Engineering Services Agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$96,524.00 for the conceptual design and cost estimate of North Road-Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6.

Discussion

With the completion of the conceptual design it is now time to move forward with final engineering design for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6. An amendment to the original agreement with Alfred Benesch & Company is requested, in the amount of \$133,772.00, resulting in a revised agreement amount of \$230,296.00. This amendment will allow for the completion of final design and creation of bid documents, with an additional amendment required for engineering construction 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 Amendment No. 1 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$133,772.00.

Sample Motion

Move to approve the resolution.

WHEREAS, on March 12, 2019, via Resolution No. 2019-86 the Grand Island City Council approved entering into an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$96,524.00 for North Road- Old Potash Highway to 13th Street; Project No. 2019-P-6; and

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

WHEREAS, such amendment is in the amount of \$133,772.00, for a revised agreement amount of \$230,296.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Alfred Benesch & Company of Lincoln, Nebraska for final engineering design services related to North Road-Old Potash Highway to 13th Street is hereby approved.

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

- - -

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

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	

Approved as to Form $\ ^{12}$ November 8, 2019 $\ ^{12}$ City Attorney



Tuesday, November 12, 2019 Council Session

Item G-18

#2019-337 - Approving Repairs and Replacement of Flyght Equipment at the Wastewater Treatment Plant

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: November 12, 2019

Subject: Approving Repairs and Replacement of Flyght

Equipment at the Wastewater Treatment Plant

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

Background

There are thirty-seven (37) Flyght mixers and eight (8) Flyght pumps currently in use at the Wastewater Treatment Plant and in Lift Stations in Grand Island. These mixers are used in the aeration process to keep solids blended to optimize treatment. Of the thirty-seven (37) Flyght mixers there are three (3) in for repair.

On December 21, 2010, via Resolution No. 2010-360, City Council approved Electric Pump, Inc. of Des Moines, Iowa as the sole source provider for Flyght equipment and repairs.

Discussion

Of the three (3) Flyght mixers that are in for repair the two (2) large mixers have a replacement cost of \$19,560.00 each, with repair quotes at \$12,551.20 and \$13,410.51; the third, small mixer, has a replacement cost of \$8,115.00, with repair cost of \$7,342.50. It is requested at this time that the two (2) large Flyght mixers be repaired at a total cost of \$25,961.71, with the one (1) small mixer being replaced at a cost of \$8,115.00, resulting in a total cost of \$34,076.71. All repairs and the replacement will be through Electric Pump, Inc. of Des Moines, Iowa.





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

Public Works Administration recommends that the Council approve the repair of two (2) large Flyght mixers at a cost of \$25,961.71 and the replacement of one (1) small Flyght mixer at a cost of \$8,115.00, resulting in a total cost of \$34,076.71 with Electric Pump, Inc. of Des Moines, Iowa.

Sample Motion

Move to approve the resolution.

WHEREAS, on December 21, 2010, via Resolution No. 2010-360, City Council approved Electric Pump, Inc. of Des Moines, Iowa as the sole source provider for Flyght equipment and repairs at the Wastewater Treatment Plant and Lift Stations; and

WHEREAS, two (2) large Flyght mixers are in need of repair for a cost of \$25,961.71; and

WHEREAS, one (1) small Flyght mixer is in need of replacement for a cost of \$8,115.00; and

WHEREAS, both repairs and the replacement will be through Electric Pump, Inc. of Des Moines, Iowa for a total cost of \$34,076.71.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the two (2) large Flyght mixers be repaired in the amount of \$25,961.71 and the one (1) small Flyght mixer be replaced in the amount of \$8,115.00, for a total cost of \$34,076.71 through Electric Pump, Inc. of Des Moines, Iowa, which is hereby approved.

- - -

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

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

 $\begin{array}{cccc} \mbox{Approved as to Form} & \mbox{$\frac{\alpha$}{$}$} \\ \mbox{November 8, 2019} & \mbox{$\frac{\alpha$}{$}$} \\ \mbox{City Attorney} \\ \end{array}$



Tuesday, November 12, 2019 Council Session

Item G-19

#2019-338 - Approving Purchase of One (1) 2020 Model 36,000 Pound Four Wheel Drive Front End Loader for the Solid Waste Division of the Public Works Department

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

Page 107 / 199

From: Jeff Wattier, Solid Waste Superintendent

Meeting: November 12, 2019

Subject: Approving Purchase of One (1) 2020 Model 36,000

Pound Four Wheel Drive Front End Loader for the Solid

Waste Division of the Public Works Department

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

Background

The Solid Waste Division budgeted for one (1) 2020 Model 36,000 pound four wheel driver front end loader in the 2019/2020 FY to replace a 2016 Caterpillar 938M wheel loader with approximately 4,400 hours. This loader is a front-line piece of equipment that is utilized on a daily basis for loading transfer trailers hauling solid waste from the transfer station to the landfill for disposal.

Discussion

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) with Resolution 2014-326, which is now known as Sourcewell.

To meet competitive bidding requirements, the Solid Waste Division obtained pricing from the Sourcewell Contract No. 032515 awarded to NMC/Nebraska Machinery Company of Doniphan, Nebraska.

Public Works staff is recommending the purchase of one (1) 2020 Caterpillar 938M four wheel drive front end loader from NMC/ Nebraska Machinery Company in the amount of \$255,700.00, accounting for a \$119,875.00 trade-in of the current piece of equipment, the final purchase price is \$135,825.00. NMC/Nebraska Machinery Company does guarantee a purchase back (trade-in) amount for the new piece of equipment, as detailed below.

1 year or 1,000 hours = \$170,000.00	
2 year or 2,000 hours = \$150,000.00	
3 years or 3,000 hours = \$132,000.00	
4 years or 4,750 hours = \$116,000.00	

Following is a picture of the 2016 Caterpillar 938M wheel loader with approximately 4,400 operating hours that is to be traded.



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) 2020 Model 36,000 pound four wheel drive front end loader for the Solid Waste Division in the amount of \$255,700.00, minus \$119,875.00 trade-in of the current piece of equipment, resulting in the final purchase price of \$135,825.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2019-338

WHEREAS, the National Joint Powers Alliance Buying Group, now known as Sourcewell, was utilized to secure competitive bids for one (1) 2020 Model 36,000 pound four wheel drive front end loader by the Solid Waste Division of the Public Works Department; and

WHEREAS, the Sourcwell Contract No. 032515 was awarded to NMC/ Nebraska Machinery Company of Doniphan, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of one (1) 2020 Model 36,000 pound four wheel drive front end loader from NMC/Nebraska Machinery Company of Doniphan, Nebraska in the amount of \$255,700.00, minus \$119,875.00 trade-in of the current piece of equipment, resulting in the final purchase price of \$135,825.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) 2020 Caterpillar 938M four wheel drive front end loader from NMC/Nebraska Machinery Company of Doniphan, Nebraska is hereby approved.

- - -

Adopted by the Cit	ty Council of the	City of Grand Island	Nebraska	November 1	2 2019
Audobica by the Ch	ty Council of the	City of Grand Island.	. поглазка		4. 4017.

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\ ^{12}$ November 8, 20192 $\ ^{12}$ City Attorney



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-20

#2019-339 - Approving Change Order No. 2 for Sycamore Street Underpass Rehabilitation; Project No. 2017-U-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 12, 2019

Subject: Approving Change Order No. 2 for Sycamore Street

Underpass Rehabilitation; Project No. 2017-U-1

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$1,794,404.38 contract on August 28, 2018, via Resolution No. 2018-252, for the Sycamore Street Underpass Rehabilitation; Project No. 2017-U-2.

On August 27, 2019, via Resolution No. 2019-258, City Council approved Change Order No. 1 due to weather conflicts; which granted a time extension from August 2, 2019 to November 12, 2019 for substantial completion, and September 30, 2019 to January 7, 2020 for final completion. There was no cost associated with this change order.

The Sycamore Street underpass was built in 1950 and an engineering analysis identified a number of repairs and replacements necessary to preserve the structure. This included a number of issues related to the retaining walls, the South Front Street Bridge, and the storm sewer pumping system.

Discussion

Unfavorable weather has continued to slow progress on the Sycamore Street Underpass Rehabilitation; Project No. 2017-U-1, requiring an extension of the previously approved substantial and final completion dates. There is also additional work necessary to refeed the underpass lighting and install a new electrical service, along with additional concrete repair and lowering of a gas main due to a storm sewer conflict.

At this time Change Order No. 2 is requested in the amount of \$74,820.00, resulting in a revised contract amount of \$1,869,224.38. Such change order consists of the following.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
CO2-1	Extra length of conduit and wiring to new pole location	1.00	LS	\$ 3,300.00	\$ 3,300.00
CO2-2	North Front Street Bridge Repair (full deck concrete repair)	1.00	LS	\$31,500.00	\$31,500.00
CO2-3	Pedestrian Walkway panel repair (remove and replace)	7.00	EA	\$ 1,260.00	\$ 8,820.00
CO2-4	2" Steel Gas Main Lowering for Storm Sewer Conflict	1.00	LS	\$1,750.00	\$ 1,750.00
CO2-5	Window Well Sealing (123 S Front Street)	10.00	EA	\$2,400.00	\$24,000.00
CO2-6	Refeed Underpass Lighting (240/120 removed & 480/277 installed)	1.00	EA	\$5,450.00	\$ 5,450.00
CO2-7	Substantial Completion Date Changed from 11/12/2019 to 5/1/2020	0.00	EA	\$0.00	\$ 0.00
CO2-8	Final Completion Date Changed from 1/7/2020 to 5/15/2020	0	EA	\$0.00	\$ 0.00

TOTAL CHANGE ORDER NO. 2=

\$74,820.00

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 Change Order No. 2 with The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$74,820.00 for Sycamore Street Underpass Rehabilitation; Project No. 2017-U-1.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: Sycamore Street Underpass Rehabilitation; Project No. 2017-U-1

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$1,794,404.38

CONTRACT DATE: September 11, 2019

There is also additional work necessary to refeed the underpass lighting and install a new electrical service, along with additional concrete repair and lowering of a gas main due to a storm sewer conflict.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
CO2-1	Extra length of conduit and wiring to new pole location	1.00	LS	\$ 3,300.00	\$ 3,300.00
CO2-2	North Front Street Bridge Repair (full deck concrete repair)	1.00	LS	\$31,500.00	\$31,500.00
CO2-3	Pedestrian Walkway panel repair (remove and replace)	7.00	EA	\$ 1,260.00	\$ 8,820.00
CO2-4	2" Steel Gas Main Lowering for Storm Sewer Conflict	1.00	LS	\$1,750.00	\$ 1,750.00
CO2-5	Window Well Sealing (123 S Front Street)	10.00	EA	\$2,400.00	\$24,000.00
CO2-6	Refeed Underpass Lighting (240/120 removed & 480/277 installed)	1.00	EA	\$5,450.00	\$ 5,450.00
CO2-7	Substantial Completion Date Changed from 11/12/2019 to 5/1/2020	0.00	EA	\$0.00	\$ 0.00
CO2-8	Final Completion Date Changed from 1/7/2020 to 5/15/2020	0	EA	\$0.00	\$ 0.00
Contract F	Price Prior to this Change Order			\$1	,794,404.38
Change O	rder No. 1			\$	0.00
Net Increa	se Resulting from this Change Order			\$	74,820.00
Revised C	contract Price Including this Change Order			\$1	,869,224.38
Notice to F	Proceed Date			Septer	mber 14, 2018
Original S	ubstantial Completion Date			А	ugust 1, 2019
Original Fi	nal Completion Date			Septer	mber 30, 2019
Revised S	substantial Completion Date				May 1, 2020
Revised F	inal Completion Date				May 15, 2020

The Diamond Engineering Company By_____ Date Approval Recommended: Date_____ John Collins PE, Public Works Director/City Engineer Approved for the City of Grand Island, Nebraska By_____ Date_____ Attest____ City Clerk

The Above Change Order Accepted:

RESOLUTION 2019-339

WHEREAS, on August 28, 2018, via Resolution 2018-252, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$1,794,404.38 for Sycamore Street Underpass Rehabilitation; Project No. 2017-U-1; and

WHEREAS, on August 27, 2019, via Resolution No. 2019-258, City Council approved Change Order No. 2, at no cost for the extension of the substantial completion date from August 1, 2019 to November 12, 2019, with final completion extension from September 30, 2019 to January 7, 2020 in order to complete the project; and

WHEREAS, the completion of such project has been delayed due to weather conflicts, along with the need for additional work; and

WHEREAS, The Diamond Engineering Company has requested an extension of the substantial completion date from November 12, 2019 to May 1, 2019, with final completion extension from January 7, 2020 to May 15, 2020 in order to complete the project; and

WHEREAS, there is also additional work necessary to refeed the underpass lighting and install a new electrical service, along with additional concrete repair and lowering of a gas main due to a storm sewer conflict; and

WHEREAS, the cost of Change Order No. 2 is \$74,820.00, resulting in a revised contract amount of \$1,869,224.38.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska for Sycamore Street Underpass Rehabilitation; Project No. 2019-U-1.

- - -

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

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\ ^{12}m$ November 8, 2019 $\ ^{12}m$ City Attorney



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-21

#2019-340 - Approving Amendment No. 3 for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 12, 2019

Subject: Approving Amendment No. 3 for Engineering

Consulting Services Related to Sycamore Street

Underpass Rehabilitation

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

Background

On February 14, 2017, via Resolution No. 2017-31, City Council approved an agreement for engineering consulting services related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$70,912.00.

On August 8, 2017, via Resolution No. 2017-210, City Council approved Amendment No. 1 to the original agreement to allow for the final design phase of such project, in the amount of \$214,210.00, for a revised agreement total of \$285,122.00.

On May 22, 2018, via Resolution No. 2018-146, City Council approved Amendment No. 2 to the original agreement to allow for design of the YMCA parking lot (to be used as a staging area) and construction phase services of such project in the amount of \$214,716.00, resulting in a revised agreement of \$499,838.00.

The Sycamore Street underpass was built in 1950 and engineering analysis identified a number of repairs and replacements to extend the life of the structure, including issues related to the retaining walls, the South Front Street Bridge, and the storm sewer pumping system. The initial phase of this contract focused on geotechnical and structural analysis necessary to develop the most cost effective design. Several alternatives were considered for the South Front Street Bridge, including:

Removal without replacement	\$2,238,000
Replace with narrower, higher bridge	\$2,380,000
Reconstruct existing bridge	\$2,575,000

Discussion

An amendment to the original agreement with Alfred Benesch & Company is necessary to allow for continued construction engineering services for the Sycamore Street Underpass Rehabilitation project, due to construction delays. Such amendment is for an amount not to exceed \$52,000.00, resulting in a revised agreement total of \$551,838.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 3 to the original agreement for engineering consulting services related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$52,000.00.

Sample Motion

Move to approve Amendment No. 3.

RESOLUTION 2019-340

WHEREAS, on February 14, 2017, via Resolution No. 2017-31, City Council approved an agreement for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$70,912.00; and

WHEREAS, on August 8, 2017, via Resolution No. 2017-210, City Council approved Amendment No. 1 to the original agreement to allow for the final design phase, in the amount of \$214,210.00, for a revised agreement total of \$285,122.00; and

WHEREAS, on May 22, 2019, via Resolution No. 2018-146, City Council approved Amendment No. 2 to the original agreement to allow for design of the YMCA parking lot (to be used as a staging area) and construction phase services of such project in the amount of \$214,716.00, resulting in a revised agreement of \$499,838.00; and

WHEREAS, it is necessary to amend the original agreement to allow for continued construction engineering services; and

WHEREAS, Amendment No. 2 to the original agreement is for an amount not to exceed \$52,000.00, resulting in a revised agreement total of \$551,838.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 3 to the original agreement for engineering consulting services related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$52,000.00 is hereby approved.

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

- - -

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

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\begin{tabular}{ll} $\tt x$ \\ November 8, 2019 & $\tt x$ City Attorney \\ \end{tabular}$



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-22

#2019-341 - Approving Engineering Consulting Agreement for Custer Avenue- Forrest Street to Old Potash Highway Roadway Improvements; Project No. 2019-P-13

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 12, 2019

Subject: Approving Engineering Consulting Agreement for Custer

Avenue- Forrest Street to Old Potash Highway Roadway

Rehabilitation; Project No. 2019-P-13

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

Background

The Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 is for the improvement/rehabilitation of Custer Avenue. The proposal is to improve the ride/pavement condition along this stretch of existing concrete curb and gutter roadway. Initial ideas are full replacement of panels, concrete grinding, or an asphalt overlay.

On July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13, with sixteen (16) potential respondents.

Discussion

Three (3) engineering firms submitted qualifications for the engineering services for the south section of Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13. Olsson, Inc. of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

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

Compensation for Olsson, Inc.'s conceptual design and cost estimate services will be provided on a time and expense basis not to exceed \$100,900.00. Such services will include a detailed topographic survey, traffic analysis, existing condition analysis, traffic projections, future conditions analysis and recommendations. Extensive geotechnical evaluation will also be completed as there is some concern about the condition of the soils below the surface. This information will help with the evaluation of solutions to improve the ride of the road and extend roadway life. 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 Olsson, Inc. of Grand Island, Nebraska, in the amount of \$100,900.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2019-341

WHEREAS, on July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13; and

WHEREAS, on July 30, 2019 three (3) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson, Inc. of Grand Island, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Olsson, Inc. of Grand Island, 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 Olsson, Inc. of Grand Island, Nebraska for engineering services related to Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13, in the amount of \$100,900.00, 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, November 12, 2019.

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-23

#2019-342 - Approving Change Order No. 1 for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 12, 2018

Subject: Approving Change Order No. 1 for Downtown Sanitary

Sewer Rehabilitation- 2019; Project No. 2019-S-1

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

Background

Municipal Pipe Tool Co., LLC of Hudson, Iowa was awarded a \$634,409.00 contract on April 23, 2019, via Resolution No. 2019-143, for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1.

Public Works is taking a proactive approach in rehabilitating sanitary sewer in the downtown area to avoid failures. Cured in Place Pipe (CIPP) lining with manhole rehabilitation will be the focus of this project to reinforce structural integrity of the collection system. Existing pipe segments are within constricted alleyways of the project boundary, which is Clark Street to the west, South Front Street to the north, Plum Street to the east, and First Street to the south. Additional failing pieces in the area may be assessed to determine the best rehabilitation method. Segments are mostly 8-inch pipe, with total length of approximately 13,000 linear feet.

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations are for old clay tile pipe and or damaged / dilapidated manholes.

Discussion

Change Order No. 1 to the referenced project is being requested to increase the pre-liner footage and add pay items for 12" pre-liner and mortar plugging for pipe transition, which will minimize risk of failure on this project. This additional work will increase the success rate on install of lining, as upon televising the sanitary sewer mains in preparation of lining, the contractor discovered larger voids in the pipe which could impact the lining process.

In order to complete this work Change Order No. 1 is necessary, which will result in a contract increase of \$19,290.00, resulting in a revised contract amount of \$653,699.00.

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 Change Order No. 1 for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1 with Municipal Pipe Tool Co., Inc. of Hudson, Iowa.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 1

PROJECT: Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019S-1

CONTRACTOR: Municipal Pipe Tool Co., Inc.

AMOUNT OF CONTRACT: \$634,409.00

CONTRACT DATE: April 29, 2019

Increase the pre-liner footage and add pay items for 12" pre-liner and mortar plugging for pipe transition, which will minimize risk of failure on this project. This additional work will increase the success rate on install of lining, as upon televising the sanitary sewer mains in preparation of lining, the contractor discovered larger voids in the pipe which could impact the lining process.

Item No.	Description	Q	uantity	Unit	U	nit Price	7	Total Price
6	15-Inch Pre-Liner	+	380.00	LF	\$	5.00	\$	1,900.00
7	8-Inch Pre-Liner	+ ;	2,990.00	LF	\$	5.00	\$	14,950.00
CO1-1	12-Inch Pre-Liner	+	288.00	LF	\$	5.00	\$	1,440.00
CO1-2	Mortar Plugging for Pipe Transition	+	2.00	EA	\$	500.00	\$	1,000.00
			Change	Order	No.	1 Total =	\$	19,290.00

Contract Price Prior to this Change Order		\$ 634,409.00
Net Increase Resulting from this Change Order.		\$ 19,290.00
Revised Contract Price Including this Change O	order	\$ 653,699.00
The Above Change Order Accepted:		
Municipal Pipe Tool Co., Inc.		
Ву	Date	
Approval Recommended:		
By	Date City Engineer	
Approved for the City of Grand Island, Nebra	ıska	
ByMayor	Date	
AttestCity Clerk	-	

RESOLUTION 2019-342

WHEREAS, on April 23, 2019, via Resolution No.2019-143, the City of Grand Island awarded Municipal Pipe Tool Co., Inc. of Hudson, Iowa the bid in the amount of \$634,409.00 for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1; and

WHEREAS, it has been determined that an increase to the pre-liner footage and additional pay items for 12" pre-liner and mortar plugging for pipe transition are necessary to minimize risk of failure on this project; and

WHEREAS, this additional work will make for a higher quality product for the City, as upon televising the sanitary sewer mains larger voids than thought to exist were discovered; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$19,290.00 for a revised contract price of \$653,699.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 in the amount of \$19,290.00 between the City of Grand Island and Municipal Pipe Tool Co., Inc. of Hudson, Iowa to provide the modifications.

- - -

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

Approved as to Form

November 8, 2019

City Attorney



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-24

#2019-343 - Approving Purchase of One (1) New Commercial 16 foot Mower for the Parks Division of the Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 12, 2019

Subject: Purchase of One (1) New Commercial 16' Mower for the

Parks Division

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

Background

The Parks Division budgeted this year to replace two mowers (1970's and 1998 units) with a new 16' mower. The replacement mower is necessary as the current units are becoming less dependable. The new mower will provide additional years of service to the Parks Division operation.

Discussion

The mower specifications awarded under the Sourcewell Cooperative Buying Group contract meet the requirements for the Parks Division. Turfwerks of Omaha, Nebraska submitted a bid with no exceptions in the amount of \$95,250.00 for one (1) new mower. The purchase will be funded from capital account 41044401-85615.

Sourcewell Cooperative Buying Group Contract No. 161769

One (1) Jacobsen HR800, 75 HP Kubota, 16' cut, 4WD Mower

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 Jacobsen HR800, 75 HP Kubota, 16' cut, 4WD mower from Turfwerks of Omaha, Nebraska. The total purchase price is \$95,250.00.

Sample Motion

Move to approve the purchase of one (1) new Jacobsen mower for the Parks Division in the amount of \$95,250.00.



Eagan, MN - Johnston, IA - Sioux Falls, SD - Omaha, NE

Equipment Request

	X		Ship Address City State Zip Code Email Address Salesman Number Special Terms List Price		18	sland @grand-island.com
Phone Number Mobile Number Fax Number PO Number Deliver Date MODEL # Q	X X	308.390.0330	State Zip Code Email Address Salesman Number Special Terms		bburrows(@grand-island.com
Mobile Number Fax Number PO Number Deliver Date MODEL # Q	X X		Zip Code Email Address Salesman Number Special Terms		bburrows(
Fax Number PO Number Deliver Date MODEL # Q	X X		Email Address Salesman Number Special Terms		18	
PO Number () Deliver Date () MODEL # Q1	x _		Salesman Number Special Terms		18	
Deliver Date X	x _		Special Terms			vell Contract Price
MODEL # Q	_	PRODUCT DESCRIPTION		X	Source	well Contract Price
	ידי	PRODUCT DESCRIPTION	List Price		Source	well Contract Price
		SPECIAL PRICE ON CAB UNIT				
462411G01 1	1	Jacobsen HR800, 75HP Kubota, 16' width cut, 4wd	\$91,740.00		\$	91,740.00
	1	with climate controlled cab with A/C and heat				
4336131 1	1 (Care free tires	\$1,000.00		\$	740.00
LMAC590 1	1 F	Road pkg kit for cab	\$1,162.00		\$	860.00
LMAC599F 1		Rear wiper kit	\$258.00		\$	190.00
1	_	Front rim and tire	\$668.00		\$	495.00
1		Rear rim and tire	\$270.00		\$	200.00
1	_	Extra set of front blades (set of 9)	\$304.00		\$	225.00
1	1 7	Finted windows	\$1,081.00		\$	800.00
				Total	\$	95,250.00
			Subtotal			
		Notes	Sales Tax		\$	
*SPECIAL PRICE ONLY	y w	HILE UNIT IS IN STOCK	TOTAL		\$	
			,			GRESSIVE











HR Series SPECIFICATIONS

Wide Area Rotary Mower

Wide Area Rotary Mower

Engine	HKGOO	The state of the s
		HREED
iype	Kubota" V2403-CR-TE4 4-cyl, turbo diesel	Kubota* V3307-CR-548 4-cyl, turbo diesel
Horsepower*	65 2 →P (48 € kW) @ 2700 rpm	74.3 hp (55.4 kW) & 2600 rpm
Emission Level	SPA Tier 4 Final (EU Stage IIIB)	
Caoling System	Side-by-s de radiator/hydraulic oil cooler pressunzed, 8 qt (7 6 L) capacity, 8,5 iins per mch	Side-by-side radiator/hydraulic all codes reversing fan,
Fuel Capacity	20 ± gal (77 1 L)	pressured, 14.7 qt (13.9t) catalog = 5.tins per indi 29 5 qal (109 8 L)
Electrical System	12-volt, input/output controller, 60 amp alternator. Overload protection with automotive type fuses	12-volt, input/output controller, 90 amp alternator. Overload protection with actions that a feet and the second to the second t
Traction & Drive		de la company de
Tract on System	"provinc diocelour small consprens sureits" specim, writing deductioners pass pump, (min "apt impai paths utood myong \$1700 - two degrads mon. \$4800 - two degrads man, \$4800 - two degrads	" of Imple pates wheel motors DR700 - the district.
Deck Drive	Seven individual hydraulic morors varih Nine individual hydraulic motos self lubricazing integral bearings	Nine individual hydraulic motors with self lubricating integral bearings.
Hydraulic Capacity	13.3 gal (50.2 litts) capacity reservoir	20 3 pal (76 8 litter) canamity received
Hydraulic System	First face seal fittings, 10 micron remote charge filters, suction screen at the fill conder order and statement	The part of the pa
Search (May)	0000	er side by side i dulator, and certification ports

	The same of the sa		and the same of th
Hydraulic Capacity	13.3 gal (50.7	13.3 gal (50.2 litts) capacity reservoir	20 3 pal (76 8 litter) consents recovers
Hydraulic System	Gring face seal fittings, 10 micron	Christ face seal fittings, 10 micron remote charge filters, suction screen at the coil cooler ede no ede radiation.	or ende my ende made have a
Speed (Max)			since by since radiator, a agreeme for ports
Mowing	10 mg	10 mph (16.4 km/c)	11 mph (17.7 km/h)
Transport	15.5 r	1원5 mph (25km/h)	High Speed 20 mph (32.2 km/n), I my Speed 10 mph (16.1 pm/n)
Reverse	om 7	ć moh (€ 4 km/n)	6 mah (9.6 cm/h)
Tires, Brakes & Steering			culpin (3 o kulpin)
Front tires	26 x 12-	26 x 12-12 tubeless 8 ply	76 5 x 14-17 tineless 6 plv
Rear tires	20 x 10-	20 x 10-8 :ubeless 6 ply	20 x 10-8 tubeless 8 ply
Service Brake	Dynamic thro	Dynamic through traction system	Dynamic through traction system emergency braze
Parking Brakin		Automatic wet parking brakes integrated into wheel motors	motors
Septing	Q-Ame" var	Q-Ame' vanable rate ages at the property of the design of the cost whomas	deader to cost whealt
Decks & Cutting	THE REAL PROPERTY.	S TOTAL STATE OF THE STATE OF T	ili dei co ical wreeds
Overall Cutting Width	137 in (3.5 m)	168 in, (4.27 m)	197 in (4 9 m)
Number and Size	One 60 in. (1.52 m) front deck, Two 44 in. (1.12 m) wing decks	One 60 in. (1.52 m) front deck, Two 63 in. (1.52 m) wing decks	One 72 in. (1,83 m) front deck, Two 56 in. (1,58 m) wing decks
Deck Construction	11 gauge (3 mm) Domex high strength steel shell with 11 gauge (3 mm) bolt in patific and soffeners		11 gauge (3 mm) Domex high strength steel shell with 9 gauge (-firm) bolt in baffle and stiffeners
Castor Wheels	£ight, 4 x 11 in. smooth tires v	Eight, 4 x 11 in. smooth tires with greasable tapered roller beanings	Ten, 4 x 11 in. smooth tires with greasable tapered
Deck Li†t/Lower	-ingertip operated joysticks for individu	i olien bearrigs. Engertip operated joysticks for individual deck lift/Jower, cross cur position. Front deck service inskings with fork one. Electronic carious lacks	roller bearings a notition with fork on Electronic exists forks
Weight Transfer	0	On demand electrically operated hydraulic weight transfer system	let system
Height of Cut	1.0 - 4.75 in (25-*21mm) in 0.25 in (6.4 mm) increments	0 - 4.5 in. (25-1'4 mm) in 5.5 in ('2.7 mm) increments	1.0 - 6.0 in. (25-152 mm) in 0.5 in (12.7 mm) increments
Cutting Cacacity (No Overlaps or Stops)	Max 13.8 acres/nour at '0.0 mph (5.6 ra/hr at 16.0 km/h). Typical 10.4 acres/hour at 7.5 mph (4.05 ha/hr at 12.0 km/h).	Vax 17,0 acres/hour at 10,0 mph (6,9 ha/hr at °6 0 km/h) "ypical" 27,3 ecres/hour at 7,5 mph (5,14 ha/hr at 1.10 km/hr)	Max 213 acrestrour at 11,0 mph (8 62 ha/hr at 17.7 km/h) Typical 14 5 acrestrour at 7 5 mpr (5.87 ha/r ar
Weight & Dimen- sions	Standard Unit Cab Unit	Standard Unit Cab Unit	Standard Unit
Weight	3873 lcs (*756 kg) 4442 lbs (2014 kg)	4119 lbs (1668 kg) 4688 lbs (2126 kg)	4801 lbs (2.78 kg) 5370 lbs (2436 kg)
Length	143 in (3 62 m) front deck down	' 43 in. (3.62 m) front deck down	, (m)
1000	0000		11110 TO 1110

*Engine horsepower is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use, NOTE: Specifications, while correct at time of printing, may change without notice.

65 in (1.67 m) at 1 in (25 mm) reight of cut

fransport Wieth



productivity on all fronts. The ultra-durable

mowers delivers the next generation of new SureStrength¹¹⁴ decks and superior

The all new HR Series of wide area rotary

QUICK SPECS

INGOOTHR700 65.2 hp (48.6 kW) Kubota" diesel Tier 4 Final (Stage IIIR) HR300 - 74 3 hp (55 4 kW) Kubota" diesel Tier 4 Final (Stage I Cutting Units: Three individually controlled rotary decks

sports fields, parks and green spaces, schools, maneuverability make it the ideal mower for

airports, golf courses, and commercial

HR500/HR700 - 65 in (1 67 m) at 1 in (25 mm) height of cut HRS00 - 77 in (1 96 m) at 1 in (25 mm) height of cut

standard for the most efficient use of power.

performance steel and a compact chassis design, the HR series sets a new industry grounds. By utilizing high strength, high

95 in. (2.41) decks up 87 in. (2.2 m) decks

95 in, (2,41) decks up 85 in, (2,16) decks up 85 in, (2,16) decks down, ROPS up 67 in, (1,70 m.) ROPS and decks down

92 n (2.34 m) decks up 87 n (2.2 m) aecks

92 in. (2.34 m) decks up 9 83 in. (2.11 m) decks d cown, ROPS up 8 67 in. (1.70 m) ROPS d

143 in (3 62 m) front deck down 83 in. (2.1 m) ROPs up 87 in. (2.2 m) 78 in. (2.0 m) ROPs down and decks up

Length

77 m. (1.96 m) at 1 in (25 mm) height of cut

1.888.922.TURF www.jacobsen.com

©2016 Jacobsen division of Textron. All rights reserved.

HR Series

PRODUCTIVITY

- Getting more done, the HR700 (14 foot model) cuts up to 17.0 The HR Series delivers unmatched versatility, offering a range acres of grass per hour, or the ultra productive HR800 (16 foot of cutting widths. Setting the standard, the HR600 (11,4 foot model) mows through up to 13 8 acres of grass per hour. model) slices through up to 21.3 acres of grass per hour.
 - for effortless 180 degree turning, leaving no uncut grass and · Unparalleled nimble platform delivers zero uncut circle easier mowing around obstacles.
 - New AdaptiCut" system automatically adjusts mow speed to ensure consistent cut performance even through the thickest grass

SERVICEABILITY

- Individual hydraulic deck motors with self-lubricating integral bearings deliver reliable cutung power to each blade and require no tensioning or greasing maintenance of belts and pulleys.
 - InCommand control system provides on-board diagnostics for quick and easy troubleshooting and displays maintenance reminders on-screen to aid in proper service and increased

COMFORT

- · Ergonomic cockpit with optimal seating position, wing decks set forward of operator, and armrest located individual lift/ lower deck joysticks for superior unobstructed views.
- automatically monitoring slope angles and alerting operators Tilt Sensor Technology (TST)" ensures operator safety by when nearing unsafe working conditions.



allows the ER series to go where other mower simply can to.

• Wing deuks fold up inside the front dad, to easily gauge accessibility. industry's narrowest transport in its class

PRODUCT CONFIGURATION

EQUIPPED AS STANDARD ON THE HR SERIES

✓ Surefrac 4WD

✓ Foldable ROPS

/ 3.8" full color display screen

✓ Tilt steering wheel

✓ 4 point tre downs

ISO mounted operator's platform

fingertip joystick for fatigue free operation. Cross cut position

Hit/lower controls on

Armrest Control

for seamless transmoning over pathyzays. AdaptiCut^{Tul} system light indicators for real-time cut

quality feedback.

Fully adjustable suspension seat with seat belt

/ Armrest controls

Fully sealed, maintenance free rear axle Cruise control Password protected, programmable travel speeds ✓ Selectable manual, automatic, and creep modes

InCommand" Control System full color display screan providing real operation ensuring operators and

ervice techniciaris have informati

o run efficiently and safely.

HR800sh

intervals and TST for safe slope

ADDITIONALLY ON THE HR800

/ Reversing fan

ACCESSORIES

Road light fut

□ canopy/sunshade

☐ Climate controlled cab

Cab accessories - Road light kit, Rear wiper kit



Factory installed, ROPs certified, climate controlled cab with AVC, hoat, fan, vertilation was diet receining er suspension deth seet provides operated in received the seet of the s protection and comfort in extreme temperatures

Heated windshield with substade, wiper and washer helps Additional features include - interior & exterior mirrors ambei beacons, left glass assist door with locking handle maintain visibility it sun is glaining or viveather turns bad and rear emergancy exit. Road light kit and rear vaper kit available.

Wide Area Rotary Mower

Comfortable, Productive Ride

ISO mounted operator platform complete with a full suspension, high back seat. Maximum visibility with minimum fations.

> variable rate steering system delivering straight line moving vhile maintaining the last response reguired to turn immediarely,

Q Amp* Steering -

on for hill shooting sureTrac 4WD advally hams ed supplies.

ntegrated into the trout clined Maintenance Free, Wet Parking Brakes

Best Use of Power

constructed with Light series," high strongth, high performance structural Teel delivers greater durability in a lighter mane sustainable design

SureStrength" Decks

Bolt together construction make, for easy

Trock Final (Stage IIIB) Kabota Rurburnarged diesel engines deliver exceptional moving prim

Proven and Powerful

Hydrauhoally controlled fan reverses on-demaind or automatically wa timer keeping to effortlessly take down the tallest, thickest grass ur intake screen dear of debris and Reversing Fan (HR800)

features a itomatic speed control proy and political operating emigrature Easy Access Hood

and quick-relivate side panulicon THE PROPERTY OF SHARE

Council Session - 11/12/2019

RESOLUTION 2019-343

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for one (1) new 16 foot mower in the 2019/2020 fiscal year; and

WHEREAS, said mower, one (1) Jacobsen HR800, 75 HP Kubota, 16 foot cut 4WD Mower can be obtained through the Sourcewell Cooperative Buying Group Contract holder; and

WHEREAS, purchasing the mower through the Sourcewell Cooperative Buying Group Contract No. 161769 meets all statutory bidding requirements; and

WHEREAS, the funding for such mower is provided in the 2019-2020 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) new 16 foot mower in the total amount of \$95,250.00 through the Sourcewell Cooperative Buying Group Contract from Turfwerks of Omaha, Nebraska is hereby approved.

- - -

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

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form ¤ City Attorney



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-25

#2019-344 - Approving Purchase of One (1) New 2020 1/2 Ton 4WD Pickup for the Parks Division of the Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 12, 2019

Subject: Purchase of One (1) New ½ Ton 4WD Pickup for the

Parks Division

Presenter(s): Todd McCoy

Background

The Parks Division budgeted this year to replace a 2000 Chevrolet 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 \$30,799.00 for one (1) new 2020 Chevrolet Silverado 1500 4WD Crew Cab pickup. The purchase will be funded from capital account 41044401-85625.

State of Nebraska Contract No. 3087-19-2510

2020 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 2020 Chevrolet Silverado 1500 4WD Crew Cab Pickup from Husker Auto Group of Lincoln, Nebraska. The total purchase price is \$30,799.00.

Sample Motion

Move to approve the purchase of one (1) new 2020 Chevrolet Silverado 1500 4WD Crew Cab Pickup for the Parks Division in the amount of \$30,799.00.

RESOLUTION 2019-344

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for one (1) new ½ ton 4WD Pickup in the 2019/2020 fiscal year; and

WHEREAS, said vehicle, one (1) 2020 Chevrolet Silverado 1500 4WD Crew Cab Pickup, can be obtained through the Nebraska State Contract holder; and

WHEREAS, purchasing the vehicle through Nebraska State Contract #3087-19-2510 meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2019-2020 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) 2020 Chevrolet Silverado 1500 4WD Crew Cab Pickup in the total amount of \$30,799.00 through the State Contract from Husker Auto Group of Lincoln, Nebraska is hereby approved.

- - -

	Adopted b	v the Citv	Council of the	City of Grand Island	Nebraska	November 12.	2019
--	-----------	------------	----------------	----------------------	----------	--------------	------

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\begin{tabular}{ll} $\tt x$ \\ November 8, 2019 & $\tt x$ City Attorney \\ \end{tabular}$



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-26

#2019-345 - Approving Request for Proposal for Design Services for New Pickleball Courts at Veteran's Sports Complex Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 12, 2019

Subject: Approval of Design Services for New Pickleball Courts

at Veteran's Sports Complex

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

Background

On September 15, 2019 the Parks and Recreation Department advertised for proposals to design eight (8) new pickleball courts at the Veteran's Sports Complex.

Pickleball is one of the nation's fastest growing sports and Grand Island is not an exception. Grand Island has recently seen a large increase in the number of players utilizing city facilities.

Discussion

The Parks and Recreation Department has teamed up with the Grand Island Pickleball Club in planning and support of this project. The Pickleball Club has reported to date that they have raised \$70,000 and are continuing fund raising efforts to support this project. Preliminary construction estimates for the new pickleball courts are between \$300,000 and \$400,000. Food and Beverage Tax proceeds will be utilized for expenses beyond private donations.

Three proposals were received to design the new courts:

Olsson of Lincoln, Nebraska JEO Consulting Group of Wahoo, Nebraska Multicon, Inc. of Wichita, Kansas

Staff recommends accepting the proposal from JEO Consulting Group to design the eight (8) new pickleball courts. The proposed price from JEO is \$26,300.00. Food and Beverage Tax proceeds will be utilized.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council accept the proposal from JEO Consulting Group of Wahoo, Nebraska to design eight (8) new pickleball courts at the Veteran's Sports Complex.

Sample Motion

Move to approve the proposal from JEO Consulting Group to design new pickleball courts for a total of \$26,300.00.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

REQUEST FOR PROPOSALS FOR DESIGN SERVICES FOR NEW PICKLEBALL COURTS AT VETERAN'S SPORTS COMPLEX

RFP DUE DATE: October 1, 2019 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: September 15, 2019

NO. POTENTIAL BIDDERS: 3

PROPOSALS RECEIVED

Olsson JEO Consulting Group Wahoo, NE

Multicon, Inc. Wichita, KS

cc: Todd McCoy, Parks & Recreation Director Jerry Janulewicz, Interim City Administrator

Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist. Patrick Brown, Finance Director

P2156

REQUEST FOR PROPOSAL

PICKLEBALL COURTS AT VETERANS SPORTS COMPLEX

City of Grand Island, Nebraska

October 1, 2019



Copyright © 2019 JEO Consulting Group, Inc. and JEO Architecture, Inc. a wholly-owned subsidiary





CONTACT

David C. Henke, CPO
JEO CONSULTING GROUP, INC.

142 W. 11th Street

Wahoo, Nebraska 68066





Phone & Fax

Phone: (402) 443-7464 Mobile: (402) 443-8005 Fax: (402) 443-3508

Online

Email: dhenke@jeo.com Website: www.jeo.com



October 1, 2019

City of Grand Island Mr. Todd McCoy, Parks and Recreation Director 100 East First Street Grand Island, Nebraska 68802

RE: Pickleball Courts at Veterans Sports Complex, Grand Island, Nebraska

Dear Mr. McCoy and Selection Committee Members:

The City of Grand Island has a bright future ahead of it, filled with immense opportunity and an outcome guaranteed to generate many smiles and play. Pickleball is the fastest-growing sport among Americans aged 50 or older; with younger players also flocking to it. Recreational projects, such as the addition of pickleball courts at Veterans Sports Complex, can be very uplifting for communities. These improvements illustrate to residents, the business community, and potential businesses the commitment that exists in creating a more enjoyable place to work, live, and play in Grand Island. To achieve this outcome, you will need a partner who can coordinate and deliver a successful project. There are a number of important attributes that you should recognize about our approach to your project, including:

- PROVEN TEAMING PARTNERSHIP: JEO Consulting Group, GSI Engineering, and Renner Sports have a strong teaming partnership. Teaming with great partners is the key to long-term success and client satisfaction. We utilize a collaborative approach that emphasizes relationship building with all team members to form a dynamic, cohesive unit that has the ability to respond quickly to your needs with innovative solutions. As proven on the recently completed Ryder Park Tennis Courts project, this team approach provides more accurate results and quicker design completion. This leads to less change orders and faster construction periods.
- ROOTED WHERE YOU ARE: The construction administration services will be provided locally by Tyler Doane from JEO's Grand Island office. Tyler can be to the project site in minutes, if needed, providing efficiency during construction oversight. Seeing the project through construction and well into the future is the ultimate test of customer satisfaction. We are your 24/7 support line for years to come.
- **COMMUNICATION IS KEY:** We want to know what concerns you. We will tailor the design to meet your unique needs and provide it in a timeframe that ensures adequate time for your consideration, input, and ultimately the confidence that the right solutions are being implemented. In addition to that, the individuals on our team truly value an open and honest communication process. This proactive communication significantly reduces the number of unknowns and surprises that have a tendency to arise.

This project will have your citizens thanking you for designing and constructing such a fun and lasting community asset that will continue to create an enjoyable experience for users. We are excited to help achieve your goals and be able to see smiling faces on the pickleball courts. Thank you for the opportunity, and we ask that you select JEO to be your partner in this project!

Sincerely,

David C. Henke, CPO

Project Manager

ROOTED WHERE YOU ARE



JEO offers you a local team with expertise in all areas required for a successful delivery of your new pickleball courts at Veterans Sports Complex. This team will employ a holistic approach to your project, while looking for efficiencies along the way. Several members of our team have served Grand Island for many years and on numerous projects. These established relationships with your staff give our team an understanding that is essential for collaboration to occur. Our decisions and goals are always made in the best interest of the city.

PRIME CONSULTANT CONTACT



JEO CONSULTING GROUP, INC. (INCORPORATED IN 1937)

142 W. 11th Street Wahoo, NE 68066 www.jeo.com **p.** (402) 443-4661



LOCAL OFFICE LOCATION

308 W. 3rd Street, Ste. 1 Grand Island, NE 68801 **p.** (308) 381-7428



PROJECT MANAGER

Dave Henke

p. 402.494.7019

m. 402.241.7409

e. ejoy@jeo.com

The overall coordination for this project will be led by Dave Henke, with the assistance of Tyler Doane in JEO's local Grand Island office.

JEO staff will lead the site, fencing, and electrical design, as well as the construction observation on the courts at Veterans Sports Complex. Additionally, our teaming partners include Renner Sports and GSI Engineering. Renner Sports will provide the post-tension concrete court structural, surfacing, and court layout design. GSI is included for the soils investigation and construction testing on this project. This same team recently partnered for the successful design/construction services completed at Ryder Park Tennis Courts.

SUB-CONSULTANTS

GSI ENGINEERING, LLC

James D. Sorgenfrei, PE 2960 N. Diers Avenue Grand Island, NE 68803 p. (308) 381-1987

Backed by a wealth of experience, GSI's Grand Island staff of highly-trained engineers, geologists, scientists, and technicians, can provide you solutions that are specific to your project, best protecting, and managing your interests.

RENNER SPORTS

Neal DePooter 775 Canosa Ct. Denver, CO 80204 p. (303) 356-0312

Renner Sports has been specializing in tennis courts and running tracks for over 30 years. They offer a full range of performance surfaces and amenities, including lighting, fencing, and supplies to furnish a complete turnkey project.



JEO has offered recreational planning and design services for more than 30 years. We have completed countless tennis/ pickleball court, aquatic, park, and trail projects throughout Nebraska and Iowa. JEO's recreation team is dedicated to the design of safe recreational facilities. The team includes architects, planners, engineers, and surveyors with extensive experience in a variety of recreational projects, including park master plans. From the initial site visit and conceptual design through final design and construction, the recreation team can provide all your needs. Our services include:

RECREATION

- Tennis Courts
- Pickleball Courts
- Concession/Restroom Facilities
- Lighting
- Indoor Recreational Facilities
- Aquatic Facilities
- Splashpads
- Playground Equipment

- Baseball and Softball Fields
- Picnic Shelters
- Soccer Fields
- Pocket Parks
- Multipurpose Fields
- Trails and Trailheads
- Sports Field Irrigation Systems
- Pedestrian Bridges

STUDIES

- Aquatic/Pool
- · Park Master Plan
- Trail



The existing swimming pool at Ponca State Park had outlived its design life, so the Nebraska Game and Parks Commission (NGPC) chose JEO as the engineering consultant to plan for replacement of the facility.

JEO satisfactorily met the requirements of the project, which included facilitation of the project stakeholders' priorities, needs and issues, and integration of these into project documents. The project documents were then further developed with regular stakeholder update meetings. JEO approached each aspect of the design process in a professional and determined manner."

-Chris Lemke, PE Nebraska Game and Parks Commission

RELATED EXPERIENCE AND REFERENCES



REFERENCE City of Grand Island Todd McCoy Parks & Recreation Director p. (308) 389-0290



RYDER PARK TENNIS COURTS GRAND ISLAND, NEBRASKA

JEO assisted Grand Island's Parks and Recreation Department on the construction of six competitive, outdoor tennis courts tucked in Ryder Park. The selected construction method was to use a post-tension concrete slab for the courts. JEO provided pre-design, survey, site layout, drainage, and construction staking assistance on the project. The fenced area is approximately 121' x 392' and includes chain link fencing, textured acrylic surfacing, and metal halide lighting. JEO partnered with GSI Engineering and Renner Sports in the successful completion of this project.







TENNIS/PICKLEBALL COURT ALBION, NEBRASKA

JEO assisted the City of Albion on design and construction services for a single tennis, pickleball, and basketball court. The new court replaced an existing asphalt tennis court that became in disrepair. The new 109° x 121' post-tension concrete court was designed over the top of the existing asphalt court because it provided a good base for the new courts. The project also provided the pre-design, survey, site layout, perimeter chain-link fencing, drainage, nets, acrylic surfacing, construction bidding, and construction services.

RELATED EXPERIENCE AND REFERENCES







TENNIS COURTS AURORA, NEBRASKA

JEO assisted the City of Aurora on design and construction services of four competitive tennis courts. The selected construction method for the 121' x 205' courts was a post-tension concrete court with perimeter chain-link fencing, acrylic surfacing, court netting, and LED lighting design. JEO provided the survey, site layout, drainage, LED lighting design, parking design, and construction staking for this project.







SPORTSMAN PARK TENNIS COURTS RESTORATION SHENANDOAH, IOWA

JEO assisted the City of Shenandoah, Iowa on design and construction services of four competitive tennis courts. The project included removal of the existing court and design of three options for the new construction. Asphalt, poured-in-place concrete, and post-tension concrete were the three options. 121' x 205' four court post-tension concrete courts were chosen. This included survey, drainage, perimeter chain-link fencing, textured acrylic surfacing, nets, drainage, and LED lighting design. We also provided construction services, including construction observation, shop drawings, pay requests, and staking.

RELATED EXPERIENCE AND REFERENCES







TENNIS/PICKLEBALL COURT IMPROVEMENTS LAKE VENTURA, NEBRASKA

JEO assisted the residents of Lake Ventura for the survey, design, bidding, and construction phase services for the 112' x 121' tennis/pickleball and basketball court. The lighting remained from the existing court along with the landscaping next to the court. The project included removal of the existing court, a post-tension concrete court with chain-link perimeter fencing with wind netting, court layout, drainage, court netting, and textured acrylic surfacing.



PROJECT UNDERSTANDING

JEO understands that this project will include geotechnical analysis with a written report for eight (8) new pickleball courts in Veterans Athletic Complex. The pickleball courts will be post tension concrete paving. Upon reviewing soil logs in the area, JEO with GSI Engineering understand that the subsoil profile will likely consist of lean clays over alluvial sands and gravel. The proposed depths were determined from this information to provide the best delineation of the sub-surface strata for this project and provide the necessary recommendations.

PROJECT APPROACH

A successful project starts with communication between the design team and the client. The first step will be to meet with the city staff to get the details and needs of the project to start the design process. Our project manager will then communicate with the rest of the design team to assure the design aligns with the desires of the city. Survey topography will then take place to get the background of the site and utilities. Renner Sports will provide the structural design and court layout/size based on normal court standards. They will provide JEO the standards for typical lighting of pickleball courts in order for JEO to design the court lighting. Our team will prepare plans and present to the city at 30%, 60%, and 90% of the design process to assure we are meeting Grand Island's needs. When the plans and specifications are complete, we will then deliver to the city for the next step of bidding the project.

The city will bid the project and prepare contracts with the successful low responsive bidder. JEO and the team will answer questions to the city and/or contractors and prepare addendum(s), as needed.

The best prepared set of construction documents are of little value, if not properly administered. The personnel completing the construction oversight must be knowledgeable with all phases of the construction. When the contractor is ready to start the construction, our team will then stake the project. Shop drawings for the material will be reviewed and commented on to assure they meet the intent of the project and the specifications. GSI testing will be on-site to perform the soils and concrete testing during the construction when needed. Our team will also review those test results and forward to the city.

Our team will prepare the project closeout documents and a punchlist for any unfinished items for the city to successfully complete the project and open the courts for public use.

The following pages include a detailed scope of services and proposed fee. JEO has no exceptions to the stated qualification requirements within this RFP.

SCOPE OF SERVICES AND PROPOSED FEE

JEO shall provide the following scope of services for the pickleball courts at Veterans Sports Complex.

TA	SK 1: SURVEY SERVICES\$600
1.1	JEO shall have a project initiation meeting with the City of Grand Island to discuss project specifics and prerequisites. Specific project personnel will be identified, and channels of communication will be established. Contractual matters will be addressed, as required.
1.2	Includes basic site topographic survey of the existing site. Survey to include necessary R.O.W. lines and property pins for the basis of site civil design and to identify existing visible features including marked utilities, physical features, existing contours, etc. Digger's Hotline of Nebraska will be contacted to locate underground utilities. Survey shall be supplied in AutoCAD Civil 3D 2013 format, upon request. Does not include legal or boundary surveys to establish/verify property boundaries and property comers. If requested, these services can be added as additional services under separate agreement.
TAS	SK 2: GEOTECHNICAL SERVICES \$2,300
2.1	Geotechnical Exploration and Geotechnical Report – See attached Scope-Fee,
TAS	SK 3: CIVIL SITE DESIGN SERVICES\$16,600
3.1 3.2 3.3 3.4	Prepare the topography survey data and create draft plan sheets. Prepare site grading, sidewalk, and drainage plan to accommodate the courts to the site. Prepare site paving plans with spot elevations, and necessary post-tension slab and fencing details, Provide pickleball court striping and surfacing details with specifications.
3.5 3.6	Prepare court LED lighting design with specifications. Prepare bid package with drawings and specifications for the city to bid the project.
	,
TAS	SK 4: CONSTRUCTION SERVICES \$4,500
4.1	Includes three site visits during the construction, shop drawing review, construction staking.
TAS	SK 5: CONSTRUCTION TESTING SERVICES\$2,300
5.1	Includes subgrade testing and concrete strength tests during the construction.

Should the city request additional services to the above outlined scope. JEO shall invoice the city for such additional services (optional additional services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. JEO shall not commence work on optional additional services without Grand Island's prior written approval.

PROPOSED SCHEDULE

The JEO team has the availability to meet the city's proposed timeline. All staff assigned to this project have the time to devote to this project.

		2019				20	20		
TASKS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Proposal Submittal									
Anticipated Authorization to Proceed	•								
Preliminary Design									
Pre-design meeting with staff									
Field survey	0-0								
Geotechnical investigation	•	•							
30% design		0-0							
60% design		•	-						
Final Design									
90% design			•	•					
Bidding by the City				•	-				
Construction									
Shop drawings									
Construction staking						••			
Construction work						•		•	
Construction testing						•		•	
Project Closeout									
Acceptance of the work									•



AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of <u>date signed by the owner</u> ("Effective Date") between the <u>City of Grand Island, Nebraska</u> ("Owner") and <u>JEO Consulting Group, Inc.</u> ("Engineer").

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

Pickleball Eight (8) court design/construction ("Project").

JEO Project Number: <u>191346.00</u>

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 fee for the Project is: As stated in Exhibit 'A'.
- C. 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

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

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to <u>2</u> 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.

Owner: City of Grand Island, Nebraska Engineer: JEO Consulting Group, Inc. anil C Hunder By: Todd McCoy By: David C. Henke Title: Parks & Recreation Director Title: Senior Project Manager Date Signed:_____ Date Signed: September 26, 2019 Address for giving notices: Address for giving notices: City of Grand Island JEO Consulting Group, Inc. PO Box 1968 142 West 11th Street 100 East First Street PO Box 207

Grand Island, NE 68802-1968

Wahoo, NE 68066

EXHIBIT A SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services, between the City of Grand Island, Nebraska ("Client") and JEO Consulting Group, Inc. providing for professional services. JEO Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Veterans Athletic Complex, Grand Island, Nebraska

Project Description: The project will include topographical survey of the project area, and site civil plan sheets for the Eight (8) post-tension concrete Pickleball Courts design including: pre-design meeting, site layout, grading, drainage, court layout, post-tension structural, sidewalks, court striping, perimeter fencing, LED lighting, and construction details. Construction services includes shop drawing review, construction staking, three site visits during construction.

Project Background

JEO understands that this project will include geotechnical analysis with a written report for eight (8) new pickleball courts in Veterans Athletic Complex, Grand Island, NE. The pickleball courts will be post tensioned concrete paving.

Upon reviewing soil logs in the area, JEO with GSI Engineering has prepared this proposal with the understanding that the subsoil profile will likely consist of lean clays over alluvial sands and gravel. The proposed depths were determined from this information to provide the best delineation of the sub-surface strata for this project and provide the necessary recommendations.

JEO/GSI/Renner Sports shall perform professional services as requested by Client pursuant to the provisions provided herein. These services will include Professional Consultation Services incidental thereto.

SCOPE OF SERVICES

JEO shall provide the following services (Scope of Services) to Client for the Project:

1.0 Survey Services - Topo - \$600.00

- 1.1 JEO shall have a project initiation meeting with the Client to discuss project specifics and prerequisites. Specific project personnel will be identified, and channels of communication will be established. Contractual matters will be addressed as required.
- 1.2 Includes basic site topographic survey of the existing site. Survey to include necessary R.O.W. lines and property pins for the basis of site civil design and to identify existing visible features including marked utilities, physical features, existing contours, etc. Digger's Hotline of Nebraska will be contacted to locate underground utilities. Survey shall be supplied in AutoCAD Civil 3D 2013 format, upon request. Does not include legal or boundary surveys to establish/verify property boundaries and property comers. If requested, these services can be added as additional services under separate agreement.

2.0 Geotechnical Services - \$2,300.00

2.1 Geotechnical Exploration and Geotechnical Report – See attached Scope-Fee.

3.0 Civil Site Design Services - \$16,600.00

- 3.1 Prepare the topography survey data and create draft plan sheets.
- 3.2 Prepare site grading, sidewalk, and drainage plan to accommodate the courts to the site.
- 3.3 Prepare site paving plans with spot elevations, and necessary post-tension slab and fencing details.
- 3.4 Provide pickleball court striping and surfacing details with specifications.
- 3.5 Prepare court LED lighting design with specifications.
- 3.6 Prepare bid package with drawings and specifications for the City to bid the project.

4.0 Construction Services - \$4,500.00

4.1 Includes three site visits during the construction, shop drawing review, construction staking.

5.0 Construction Testing Services - \$2,300.00

5.1 Includes subgrade testing and concrete strength tests during the construction

Total services

\$26,300

Not included as part of this agreement, but can be added as additional services under separate agreement or amendment:

- a. Bidding services.
- b. Landscaping or irrigation design.
- c. Phase I environmental assessments or any environmental permitting.
- d. Additional revisions and resubmittals beyond those mentioned above.

Should Client request work in addition to the Scope of Services, JEO shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. JEO shall not commence work on Optional Additional Services without Client's prior written approval.

JEO agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Exhibit B

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,

Exhibit R

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

and expenses (including but not limited to all fees and charges of 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 2019-345

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) to Provide Design Services for New Pickleball Courts at the Veteran's Sports Complex; and

WHEREAS, three (3) request for proposals were received; and

WHEREAS, JEO Consulting Group from Wahoo, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract amount of \$26,300.00 has been negotiated: and

WHEREAS, such project will be funded through the Food and Beverage Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from JEO Consulting Group from Wahoo, Nebraska to Provide Design Services for New Pickleball Courts at the Veteran's Sports Complex is hereby approved at a cost of \$26,300.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 20	12, 2019
--	----------

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\ ^{12}$ November 8, 2019 $\ ^{12}$ City Attorney



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item G-27

#2019-346 -Approving Request to Place Historical Marker in Ryder Park to Commemorate the 1980 Tornados

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 12, 2019

Subject: Consider Request to Place Historical Marker to

Commemorate the 1980 Tornados

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

Background

Seven tornadoes struck Grand Island and surrounding areas on the night of June 3, 1980. They were part of a supercell thunderstorm complex that produced eighteen tornadoes from Nebraska to West Virginia. The storm killed five people and injured about 200. It destroyed hundreds of homes and many businesses. Total damage was estimated at over \$200 million. The disaster inspired a book and a made-for-television movie entitled 'Night of the Twisters', as well as tornado and engineering research. The debris from the devastation was collected at Ryder Park and nicknamed Tornado Hill.

Discussion

Stephanie Crosby with Livingston-Sondermann Funeral Home and Cremation Services has requested permission to have a historical marker placed near Tornado Hill in Ryder Park to commemorate the Grand Island June 3, 1980 tornados. Stephanie has received approval from History Nebraska for the marker and will raise \$6,000 for the purchase.

Below is an example of the proposed marker and text.



Tornado Hill

Seven tornadoes struck Grand Island and surrounding areas on the night of June 3, 1980. They were part of a supercell thunderstorm complex that produced eighteen tornadoes from Nebraska to West Virginia. The complex approached Grand Island from the north during the early evening. It moved slowly south-southeast through the city at around eight miles per hour. All seven tornadoes struck within a three-hour period. One reached F4 intensity,

leaving a six-mile path of destruction more than a half-mile wide. Two others tornadoes were rated F3.

The storm killed five people and injured about 200. It destroyed hundreds of homes and many businesses. Total damage was estimated at over \$200 million. The event was also unusual for producing three tornadoes that rotated clockwise. This is rare in the northern hemisphere, where over 99 percent of tornadoes rotate counter-clockwise. The disaster inspired a book and a made-for-television movie entitled 'Night of the Twisters', as well as tornado and engineering research. The debris from the devastation was collected here, creating a park for the people of Grand Island.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the request to have a historical marker placed near Tornado Hill in Ryder Park to commemorate the Grand Island June 3, 1980 tornados.

Sample Motion

Move to approve the request to place a historical marker in Ryder Park to commemorate the Grand Island June 3, 1980 tornados.

Tornado Hill

Seven tornadoes struck Grand Island and surrounding areas on the night of June 3, 1980. They were part of a supercell thunderstorm complex that produced eighteen tornadoes from Nebraska to West Virginia. The complex approached Grand Island from the north during the early evening. It moved slowly south-southeast through the city at around eight miles per hour. All seven tornadoes struck within a three-hour period. One reached F4 intensity, leaving a six-mile path of destruction more than a half-mile wide. Two others tornadoes were rated F3.

The storm killed five people and injured about 200. It destroyed hundreds of homes and many businesses. Total damage was estimated at over \$200 million. The event was also unusual for producing three tornadoes that rotated clockwise. This is rare in the northern hemisphere, where over 99 percent of tornadoes rotate counter-clockwise. The disaster inspired a book and a made-for-television movie entitled 'Night of the Twisters', as well as tornado and engineering research. The debris from the devastation was collected here, creating a park for the people of Grand Island.

Livingston-Sondermann Funeral Home and Cremation Services

Nebraska State Historical Society, 2019

(176 words)

Marker Installation Instructions

Single-Post Marker

- 1. Dig a hole 36" deep with a post-hole digger.
- 2. Plumb post in the hole.
- 3. Fill hole with dirt (can use concrete if sandy soil) to within 6" of top.
- 4. Fill top of hole with concrete (secrete works fine). You might cut the bottom out of a 5 gallon plastic bucket to use as a form. Slip the bucket down over the post so it is resting on the ground at the top of the hole. When you fill the top of the hole with concrete, bring the concrete up about 4 6" above the ground. When hardened, cut the plastic form away and you have a nice curb around the post which will deter mowers and trimmers from tearing the post.
- 5. Set marker on post and secure with the six (6) allen head setscrews provided with the marker.

Two-Post Marker

Each historical marker contains 4 pins (2 on each side of the marker) that are sized and spaced to fit in matching holes in each of the two posts. Nothing else holds the marker in place.

The posts are designed for approximately 36" insertion in the ground. The posts can be set in soil or concrete, but concrete is preferred as it makes the marker more stable. There is no need to pour a slab of concrete, just place some concrete in each hole. If there is ever a need to remove the marker the pins can be cut and replacement pins mounted on brackets can be provided when the marker is reinstalled.

The first step is the installation of one post. Dig a hole approximately 10" – 12" in diameter and 36" deep. Set the first post in the hole making sure the holes in the post are on the marker side of the post. Plumb and brace the post then fill the hole with concrete. The concrete should be permitted to set before proceeding.

Dig a second hole approximately 64" from the first one. Place the second post in the hole and let it lean away from the first post. Place the marker between the posts and insert the pins into the holes in the first post. While holding the marker in place, straighten the second post and insert the pins of the marker into the holes in the second post. Fill the hole with concrete. Again the post and marker will have to be braced until the concrete sets.



Lat Long (40.918407, -98.373216) GPS Coordinates 40° 55' 6.2652" N 98° 22' 23.5776" W

RESOLUTION 2019-346

WHEREAS, on June 3, 1980 seven (7) tornados struck the City of Grand Island; and

WHEREAS, Stephanie Crosby with Livingston-Sondermann Funeral Home and Cremation Services has requested permission to have a historical marker placed near Tornado Hill in Ryder Park to commemorate the Grand Island June 3, 1980 tornados and offered to raise \$6,000 of funding to purchase the marker.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to approve the request to have a historical marker placed near Tornado Hill in Ryder Park to commemorate the Grand Island June 3, 1980 tornados.

- - -

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

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

 $\begin{array}{cccc} \mbox{Approved as to Form} & \mbox{$\frac{\alpha$}{$}$} \\ \mbox{November 8, 2019} & \mbox{$\frac{\alpha$}{$}$} \\ \mbox{City Attorney} \\ \end{array}$



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item I-1

#2019-347 - Consideration of Changing City Council Meeting of December 3, 2019 to December 30, 2019

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: November 12, 2019

Subject: Change of City Council Meeting of December 3, 2019 to

December 30, 2019

Presenter(s): Jerry Janulewicz, City Administrator

Background

On October 23, 2018 the City Council approved Resolution #2018-302 setting the City Council Regular Meeting schedule for 2019. Any changes to this schedule need to be approved by the City Council.

Discussion

The City Council meetings scheduled for December 2019 are scheduled to be held on the 3rd and 17th. Since December 3rd is one week after the November 26th meeting it has been recommended that the City Council move the meeting date to December 30, 2019 at 5:30 p.m. in order to pay claims.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the change by moving the December 3, 2019 City Council meeting to December 30, 2019.

Sample Motion

Move to approve moving the December 3, 2019 City Council meeting to December 30, 2019 starting at 5:30 p.m. in order to pay claims.

RESOLUTION 2019-347

WHEREAS, on October 23, 2018, by Resolution #2018-302, the City Council approved the meeting dates for City Council meetings for calendar year 2019; and

WHEREAS, due to December 3, 2019 being only one week after the November 26, 2019 City Council meeting is necessary to move the December 3, 2019 City Council meeting to December 30, 2019 beginning at 5:30 p.m. to pay claims.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the December 3, 2019 City Council meeting be moved to December 30, 2019 beginning at 5:30 p.m.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12	2, 2019.
--	----------

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\begin{tabular}{ll} $\tt m$\\ November 8, 2019 & $\tt m$ City Attorney \\ \end{tabular}$



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item I-2

#2019-348 - Consideration of Approving Wastewater Cost of Service Based Rates

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Plant Engineer

Meeting: November 12, 2019

Subject: Approving Wastewater Cost of Service Based Rates

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

Background

The Wastewater Division of the Public Works Department is an enterprise fund with no property tax dollars used to support the division. The entire budget comes from wastewater customers through sanitary sewer bills. The sewer bill for a residential customer is based on usage and standard strength for residential sewage. The sewer bill for commercial and industrial customers is based on usage plus an extra strength component. A cost of service based rate study looks at all costs for the operation and allocates those costs of service to the customer classes according to the costs of providing service. Rates are then designed to equitably cover those costs.

The current sanitary sewer rates are based on Resolution No. 2013-331, which was approved by City Council on October 8, 2013.

The cost of service based rate study was performed by Black & Veatch of Kansas City, Missouri.

Discussion

The final waste water cost of service based rate study report is now complete and ready for council approval. The final report includes average recommended rate increases for fiscal years 2020 through 2023.

January 1, 2010- 3.5% October 1, 2020- 3.5% October 1, 2021- 3.0% October 1, 2022- 3.0% October 1, 2023- 2.5%

It has been recommended that the first year of rate adjustments will come into effect January 1, 2020 with the future increases commencing on January 1 in the following years, and will be considered by the council.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the final wastewater cost of service based rates.

Sample Motion

Move to approve the resolution.



November 12, 2019

Wastewater Rate Study

BUILDING A WORLD OF DIFFERENCE*





Agenda



Purpose of Presentation



Background Information



Rate Study Process & Results



Purpose of Presentation and Background Information

John Collins

Public Works Director



Purpose of Presentation

- 1. Provide the City Council with background information related to wastewater rates
- 2. Present the results of the rate study update
- 3. Respond to questions
- 4. Gain the City Council's understanding of the proposed rate increases

Council Session - 11/12/2019 Grand Island Page 179 / 199

Background Information

- Most recent comprehensive wastewater rate study was completed in October 2013
 - Council approved 4 revenue increases (12%, 12%, 6%, 5%) from FY 2014 FY 2017
- Financial plan was updated in 2014 to reflect revised CIP and SRF funding
 - FY 2014 FY 2017 CIP increased \$9,432,100
 - Proposed \$37M SRF Loan
 - No change in Council approved revenue increases
- Rates have not been increased since FY 2017
- 2019 comprehensive wastewater rate study develops proposed rates for FY 2020 – FY 2024

Rate Study Process & Results

Anna White

Principal Consultant / Project Manager



Purpose of the Rate Study

Perform independent wastewater rate study that will accomplish the following:



Establish operating and capital financing plans that fully fund activities



Perform a cost of service analysis to determine if cost allocations are fair and equitable among customer classes



Review the existing rate structure and design proposed rates that provide adequate revenues

Industry Financial Planning / Rate Setting Best Practices



What are the Industry's Rate Setting Best Practices?



Define financial performance standards that support financial resiliency



Perform a cost of service study review every 3 to 5 years



Develop annually a 5 to 10 year financial plan to achieve financial performance



Establish rates to ensure self-sufficiency to meet all revenue requirements



Building Blocks of Rate Setting



Compares the revenues of the utility to its expenses to determine the overall level of rate adjustment

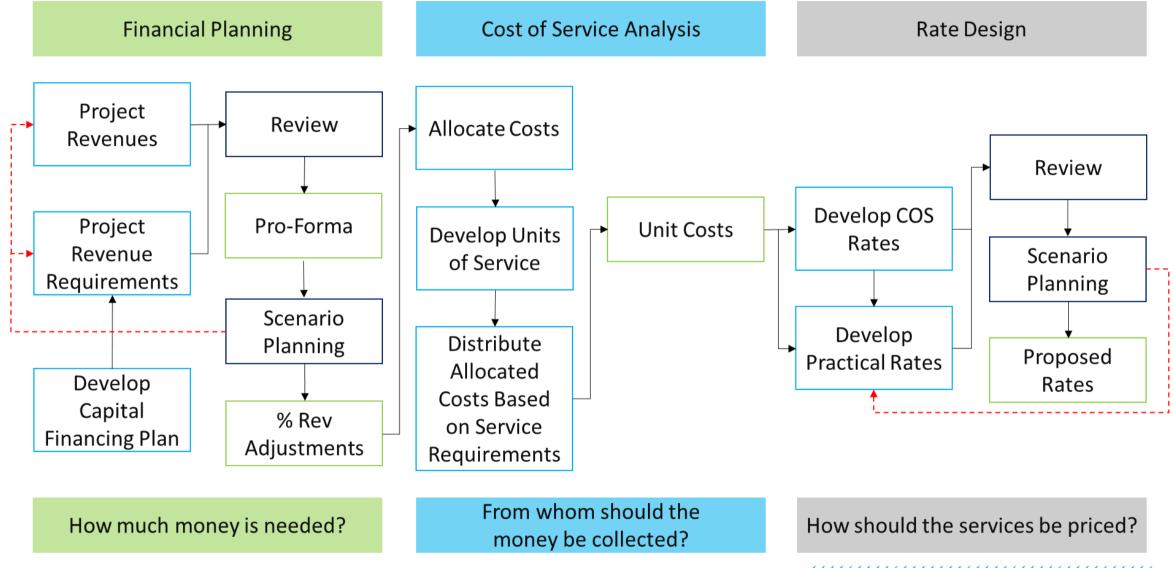
Cost of Service

Equitably allocates the revenue requirements between the various customer classes of service

Rate Design

Design rates for each class of service to meet the revenue needs of the utility, along with any other rate design goals and objectives

Rate Making Process



Financial Planning

Objective:

- Provide adequate funding for future utility operating and capital program needs
- Set a path for timely revenue adjustments

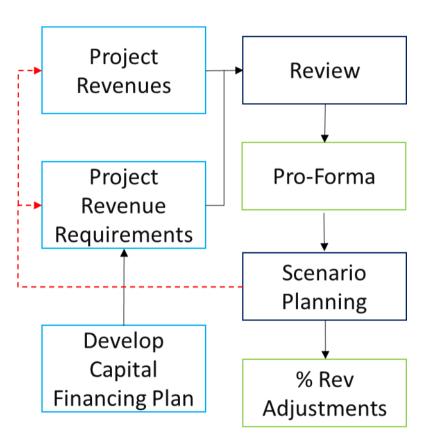
Considerations:

- Factors that impact revenue generation
- Factors that impact revenue requirements
- Appropriateness of operating and capital reserves
- Financial performance targets to be achieved

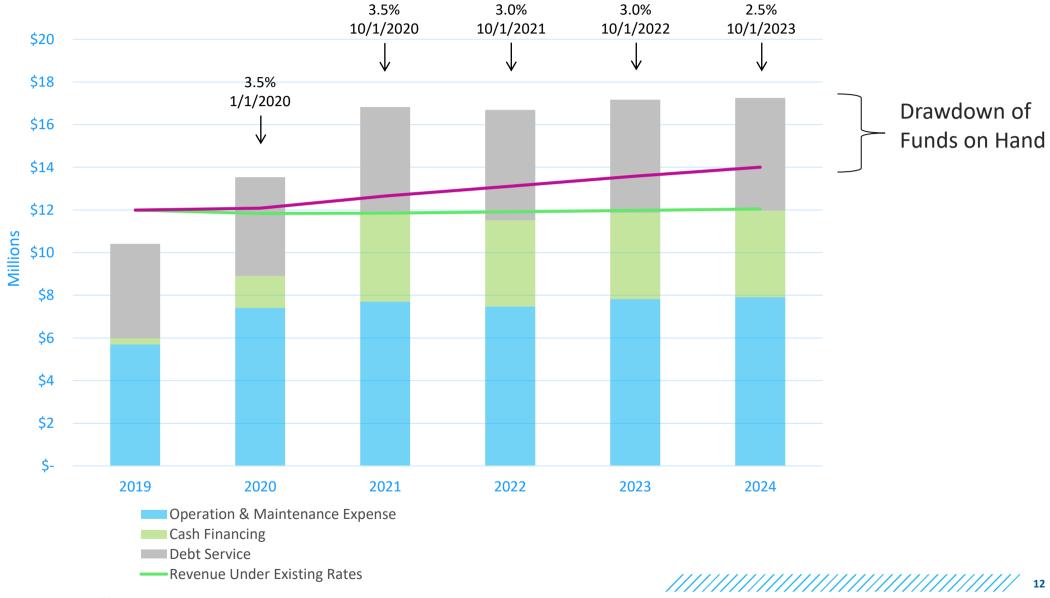


Benefit to You: An optimized Financial Plan that allows you to understand the impacts of Operating and Capital Requirements on Existing Rates

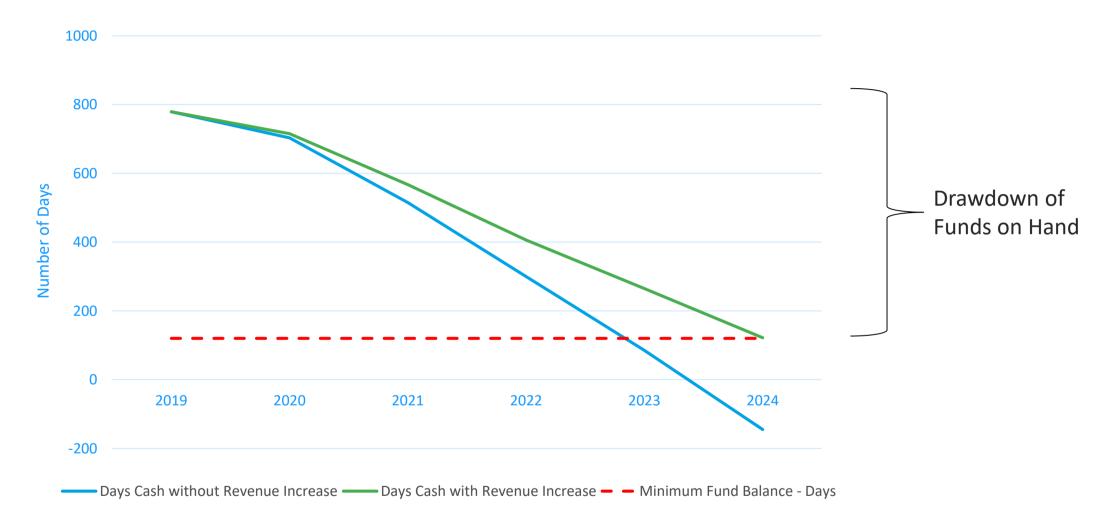
Financial Planning



Revenue and Revenue Requirements



Wastewater Fund Balance



Assumes 3.5% revenue increases in FY 2020 and FY 2021, 3.0% in FY 2022 and FY 2023 and 2.5% in FY 2024

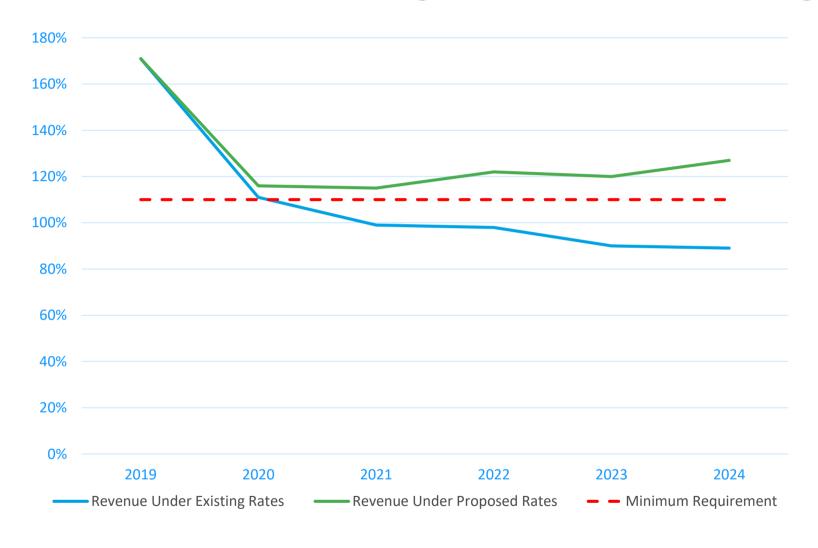


Debt Service Coverage – Additional Bonds Test



The Utility must comply with one of the Additional **Bonds Tests**

Debt Service Coverage – Annual Coverage Test



Revenue under existing rates will not provide sufficient net revenue to meet annual coverage requirements beginning in FY 2021

Cost of Service Methodology

• Objective:

 Recognize the cost-of-service responsibility for each customer class

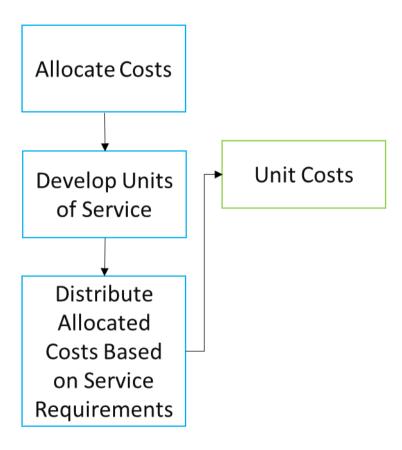
• Industry Accepted Methodology:

 Water Environment Federation, Financing and Charges for Wastewater Systems



Benefit to You: An equitable and defensible approach to allocate costs amongst all customer groups served by you

Cost of Service Analysis



Rate Design

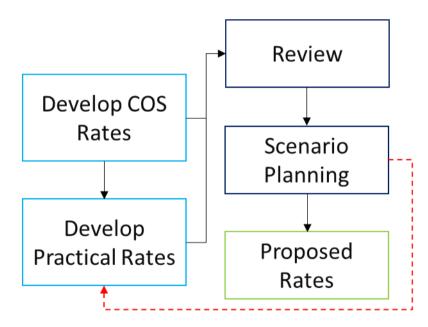
Rate Setting Principles:

- Equitability
- Revenue Stability
- Provides Appropriate Price Signals
- Recognizes Customer Usage Patterns & Demands
- Easy to Understand and Administer
- Customer Acceptance
- Consistent with City Policies
- Legally Acceptable / Defensible



Benefits to You: A schedule of proposed rates that are defensible, appropriately recover costs, and easy to understand by stakeholders

Rate Design



Proposed Rates

Rate Component	Existing	Proposed Jan 1, 2020	Proposed Oct 1, 2020	Proposed Oct 1, 2021	Proposed Oct 1, 2022	Proposed Oct 1, 2023
Service Charge - \$/Month	\$8.24	\$8.24	\$8.24	\$8.24	\$8.24	\$8.24
Volume Charge - \$/100 gallons						
Collection System Users	\$3.52	\$3.69	\$3.88	\$4.03	\$4.19	\$4.33
Direct Discharge Users	\$1.18	\$1.19	\$1.20	\$1.21	\$1.22	\$1.23
Low-Strength Industrial Users	\$2.47	\$2.72	\$2.91	\$3.06	\$3.21	\$3.35
Strength Surcharge - \$/lb						
BOD	\$0.3248	\$0.3248	\$0.3248	\$0.3248	\$0.3248	\$0.3248
Suspended Solids	\$0.2177	\$0.2177	\$0.2177	\$0.2177	\$0.2177	\$0.2177
Oil & Grease	\$0.1519	\$0.1908	\$0.1975	\$0.2034	\$0.2095	\$0.2147
TKN	\$0.0395					
Nitrates	\$1.0299					
Total Nitrogen		\$0.8900	\$0.8953	\$0.9222	\$0.9499	\$0.9736

Typical Bill Comparison

Description	Existing	Proposed Jan 1, 2020	Proposed Oct 1, 2020	Proposed Oct 1, 2021
Residential				
500 cubic feet	\$25.84	\$26.69	\$27.64	\$28.39
700 cubic feet	\$32.88	\$34.07	\$35.40	\$36.45
1,500 cubic feet	\$61.04	\$63.59	\$66.44	\$68.69
Commercial				
2,500 cubic feet	\$96.24	\$100.49	\$105.24	\$108.99
4,000 cubic feet	\$149.04	\$155.84	\$163.44	\$169.44
7,500 cubic feet	\$272.24	\$284.99	\$299.24	\$310.49
Industrial				
5,000 cubic feet	\$353.23	\$361.73	\$371.23	\$378.73
50,000 cubic feet	\$2,101.35	\$2,189.39	\$2,284.91	\$2,360.37
500,000 cubic feet	\$21,855.57	\$22,796.60	\$23,762.28	\$24,526.08

Grand Island Council Session - 11/12/2019 Page 194 / 199

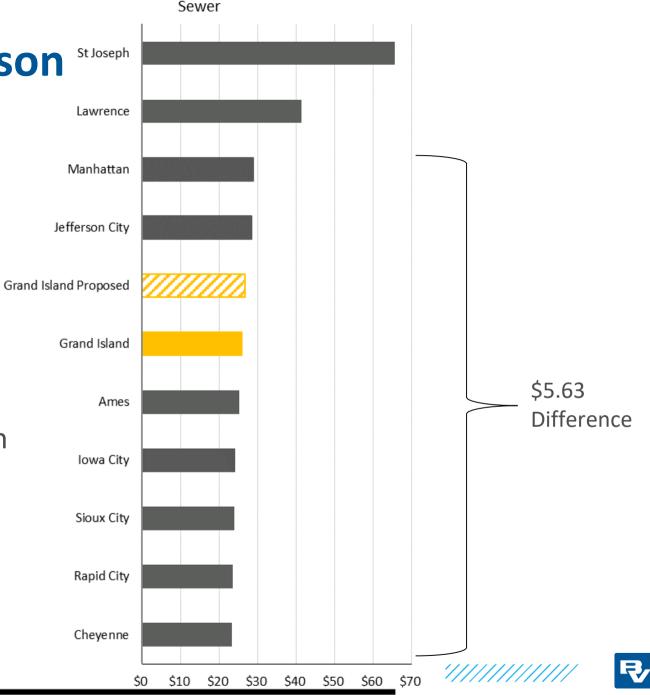
FY 2020 Typical Bill Comparison 500 cubic feet

Average \$30.62

Grand Island Existing \$25.84

Grand Island Proposed \$26.69

Comparison rates reflects rates currently in effect and not necessary rates that will be in effect in 2020



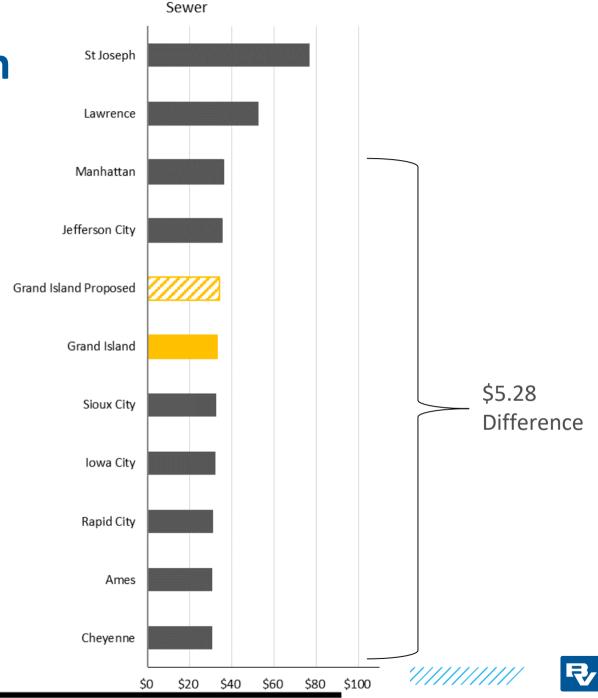
FY 2020 Typical Bill Comparison 700 cubic feet

Average \$38.56

Grand Island Existing \$32.88

Grand Island Proposed \$34.07

Comparison rates reflects rates currently in effect and not necessary rates that will be in effect in 2020



BUILDING A WORLD OF DIFFERENCE

BUILDING A WORLD OF DIFFERENCE®



RESOLUTION 2019-348

WHEREAS, at the November 12, 2019 City Council meeting representatives from the engineering consulting firm Black & Veatch Corporation of Kansas City, Missouri presented tables and allocations for a wastewater cost of services based rate study; and

WHEREAS, the final wastewater cost of service based rate study report has been finalized by Black & Veatch and is now complete; and

Whereas, the Fee Schedule has been revised to include such final wastewater cost of service charges.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the final Wastewater Cost Based Rate Study report as prepared by engineering consulting firm Black & Veatch Corporation of Kansas City, Missouri is hereby approved and adopted.

- - -

	Adopted b	ov the Cit	v Council	of the	City of	Grand Island.	. Nebraska	. November	12.20)1	9.
--	-----------	------------	-----------	--------	---------	---------------	------------	------------	-------	----	----

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\begin{tabular}{ll} $\tt x$ \\ November 8, 2019 & $\tt x$ \\ \hline \end{tabular}$ City Attorney



City of Grand Island

Tuesday, November 12, 2019 Council Session

Item J-1

Approving Payment of Claims for the Period of October 23, 2019 through November 12, 2019

The Claims for the period of October 23, 2019 through November 12, 2019 for a total amount of \$5,493,683.13. A MOTION is in order.

Staff Contact: Patrick Brown