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# City of Grand Island



## Tuesday, January 28, 2020 Council Session Agenda

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### **City Council:**

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

### **Mayor:**

**Roger G. Steele**

### **City Administrator:**

**Jerry Janulewicz**

### **City Clerk:**

**RaNae Edwards**

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**7:00 PM**

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

## **Call to Order**

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

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

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**Invocation - Father Don Buhrman, St. Leo's Catholic Church, 2410 South Blaine Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item E-1

**Public Hearing on Request from Dani Enterprises, Inc. dba Sluggers, 707 West Anna Street for a Class “C” Liquor License**

*Council action will take place under Consent Agenda item G-2.*

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** January 28, 2020

**Subject:** Public Hearing on Request from Dani Enterprises, Inc. dba Sluggers, 707 West Anna Street for a Class “C” Liquor License

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

## Background

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

### **Declared Legislative Intent**

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

## Discussion

Dani Enterprises, Inc. dba Sluggers, 707 West Anna Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale only inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Danielle Schaeffer, 1740 Idlewood Lane. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Danielle Schaeffer contingent upon completing a state approved alcohol server/seller training program.

### **Alternatives**

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

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

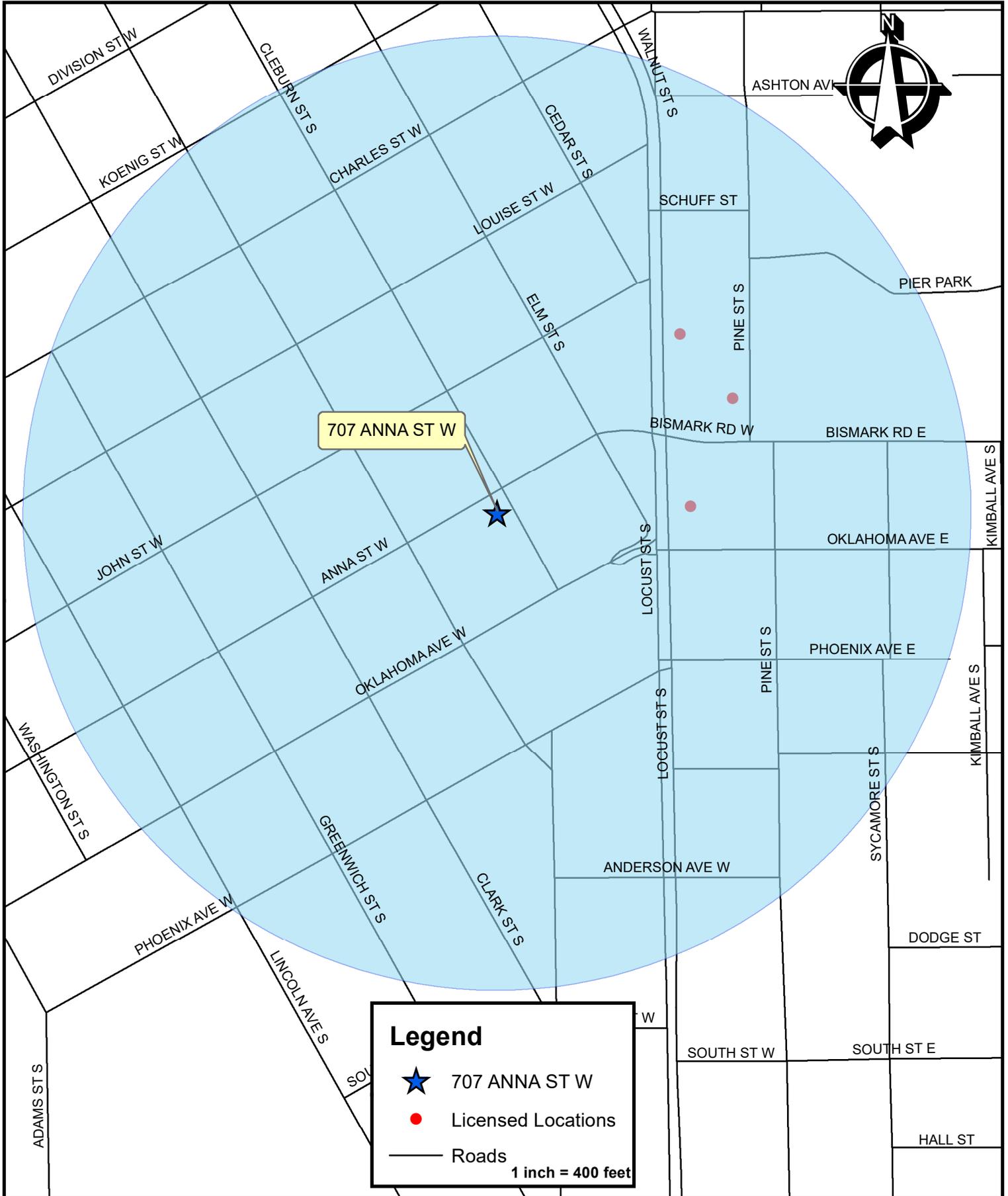
### **Recommendation**

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

### **Sample Motion**

Move to approve the application for Dani Enterprises, Inc. dba Sluggers, 707 West Anna Street for a Class "C" Liquor License contingent upon final inspections and Liquor Manager designation for Danielle Schaeffer, 1740 Idlewood Lane contingent upon completion of a state approved alcohol server/seller training program.

# Liquor License Application: Class "C" : Sluggers



01/23/20  
15:50

Grand Island Police Department  
LAW SUPPLEMENTAL NARRATIVE

Page: 450  
1

309 Liquor License Interview

Grand Island Police Department  
Supplemental Report

Date, Time:1-14-20  
Reporting Officer:Sgt Dvorak  
Unit #:CID

SYNOPSIS OF SUPPLEMENT:

Danielle Schaeffer is purchasing Sluggers Sports Bar, and is applying for a Class C Liquor License. Schaeffer is purchasing the bar as Dani Enterprises Inc, LLC. Danielle is also applying to become the manager for the bar.

In the application, I observed that Danielle Schaeffer is married to Robert Schaeffer. Both indicate that they have lived in Grand Island for more than ten years. Sluggers Inc applied for, and was granted, a Temporary Operating Permit (TOP) to stay in operation during the sales transition.

I noted that on the application, Danielle disclosed that she was convicted of a misdemeanor charge of Attempted Possession of a Controlled Substance in 2001. However, Danielle also provided documentation that her conviction was nullified in 2006. No other convictions or traffic violations were reported.

I checked both Danielle and Robert Schaeffer through Spillman and NCJIS. I found nothing noteworthy in Spillman, and neither party had any convictions listed in NCJIS. Both Danielle and Robert have a valid Nebraska drivers license, and neither have any outstanding warrants for their arrest. I also checked both Schaeffers through a paid Law Enforcement only database, which tends to provide mostly personal identifying information and details of any civil issues. No concerns were located.

On 1-8-20 Nebraska State Patrol Investigator Jeromy McCoy and I met with Danielle Schaeffer, at Sluggers. Danielle explained that she has worked for Bob Buck at Sluggers since 2011, and has been his manager for the past couple of years. Danielle said Buck's health has been declining recently, so he wanted to sell the bar. Schaeffer indicated that she has worked in bars and restaurants since 2004, and wanted to stay in the industry. She talked to her husband, and to her bank, and decided she could purchase Sluggers from Buck.

Danielle already had plans for some alterations and small remodels to the bar to make it more efficient. She was increasing the size of the walk-in cooler, and relocating the small front cooler to make more room around the kitchen area. Schaeffer said she did not have any plans to change the day to day operations of Sluggers, and said she prefers to keep its "neighborhood bar" reputation and regular clientele. Schaeffer indicated she also intends to remain a Keno point of sale, gambling machines and pickle cards. Danielle demonstrated her knowledge of gaming laws, common alcohol violations and prevention, and tobacco sales concerns with the new Federal mandate.

Schaeffer said her husband Robert cooks at Sluggers in the evenings, but does not, and will not, have anything to do with sales. Danielle said she has "a couple" of regular employees who will stay on with her, but she plans to be on site, and operate the bar herself 60-70 hours per week.

The Grand Island Police Department has no objection to the Danielle Schaeffer receiving a Class C liquor license and becoming the manager of Sluggers Sports Bar as the new owner.



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item E-2

**Public Hearing on Amendment to the Redevelopment Plan for CRA No. 17 for Phase 3 of the Prairie Commons Development located West of Ewoldt Street, South of Husker Highway (Tabitha Grand Island, Inc.)**

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

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Chad Nabity, AICP

**Meeting:** January 28, 2020

**Subject:** Site Specific Redevelopment Plan for CRA Area #17

**Presenter(s):** Chad Nabity, AICP CRA Director

## Background

In 2015, the Grand Island City Council declared property referred to as CRA Area 17 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation, and adjacent public streets. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Tabitha Grand Island, Inc. has submitted an application for tax increment financing to aid in the redevelopment of property to prepare for the construction of a senior housing community, offering a continuum of care. The planned development is expected to have 157 total apartment homes, including 81 independent living apartments, 20 assisted living apartments, 20 memory care apartments, and 36 skilled nursing apartments. The proposed site is located near the new hospital, west of Ewoldt Street and south of Husker Highway. Staff has prepared a redevelopment plan for this property consistent with the TIF application. This application will benefit the developer by providing funds needed for acquisition of property and other improvements needed to support this development. Tabitha is a nonprofit corporation and portions of this project may be eligible for tax exempt status. The 81 independent living units are not eligible for tax exempt status even if the entity that owns them is potentially eligible.

The CRA reviewed the proposed development plan on December 15, 2019 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on January 8, 2020. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on January 8, 2020. The Planning Commission approved Resolution 2020-04 in support of the proposed amendment, declaring the proposed

amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 331 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

## **Discussion**

Tonight, Council will hold a public hearing to take testimony on the proposed plan (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #17 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment including acquisition of property and other improvements and expansion of infrastructure including but not limited to: streets, water, sewer, drainage, along with site development costs as allowed by state statute. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$5,127,334.

## **Alternatives**

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

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

## **Recommendation**

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

## **Sample Motion**

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment  
Grand Island CRA Area 17  
November 2019**

**The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 17 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 17.**

**Executive Summary:**

**Project Description**

PHASE 3 OF THE REDEVELOPMENT OF PROPERTY LOCATED SOUTH OF HUSKER HIGHWAY AND WEST OF U.S. HIGHWAY 281 THE PROJECT SITE CONSISTS OF 1 LOT WITHIN THE PRAIRIE COMMONS 4<sup>th</sup> SUBDIVISION IMMEDIATELY WEST OF EWOLDT STREET AS PLATTED. THE PROJECT WILL CONSIST OF ACQUISITION, SITE WORK AND GRADING TO PROMOTE AND ENHANCE DRAINAGE ACROSS THE SITE, INTALLATION OF PUBLIC AND PRIVATE ROADS, SEWER, WATER AND OTHER UTILITY INFRASTRUCTURE TO SUPPORT DEVELOPMENT OF THE SITE. THIS PHASE OF THIS DEVELOPMENT WILL CONSIST OF THE CONSTRUCTION A SENIOR HOUSING FACILITY WITH 157 APARTMENTS INCLUDING: 81 INDEPENDENT LIVING UNITS, 20 ASSISTED LIVING UNITS, 20 MEMORY CARE UNITS AND 36 SKILLED NURSING CARE UNITS.

Tax Increment Financing will aid with installing the necessary infrastructure and grading improvements to redevelop property currently platted as part of lot 2 of Prairie Commons Third Subdivision and approved as Prairie Commons Fourth Subdivision in the City of Grand Island. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project economically feasible. The first phase of this development including the Hospital and Medical Office Building to the east of this site is currently in progress. The second phase consists of three office buildings to be constructed to the west of the Hospital. It was anticipated when that project was approved that subsequent phases of the remainder of the site would include housing, office space and retail development. This third phase will consist of senior housing ranging from independent living to skilled nursing and memory care. This development will be approximately 200,000 square foot of developed area designed to serve the needs of seniors. The developer has indicated that this development would not be considered nor financially feasible for at this location without the use of TIF.

Tabitha is a mission focused non-profit that offers a comprehensive line of Senior Care services. Tabitha provides senior care in 28 Nebraska Counties. Their main campus is in the heart of Lincoln, Nebraska with other community campuses in Lincoln, Williamsburg neighborhood and in Crete Nebraska. Tabitha has regional offices in Grand Island, York and Nebraska City. This project will be developed with some portions tax exempt and other portions subject to property taxes. The Grand Island Community Redevelopment

Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2021 towards the allowable costs.

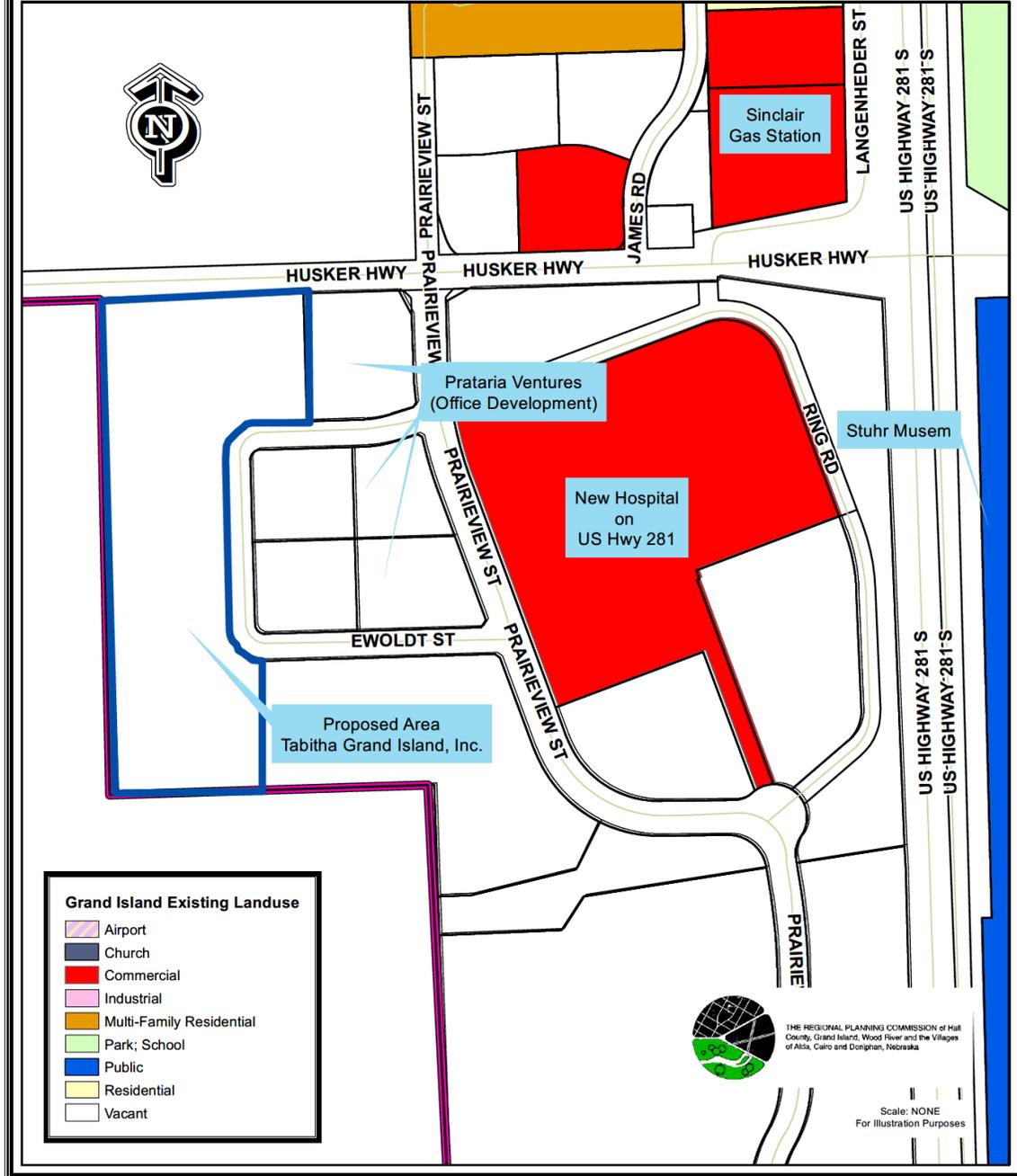
TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the “Redevelopment Project Area”)

**Legal Descriptions:** Lot 1 of Prairie Commons Fourth Subdivision in the City of Grand Island, Hall County, Nebraska.

# Proposed Tax Increment Financing Project Existing Landuse Map

Lot 2, Prairie Commons Third Subdivision, In the City Of Grand Island, Nebraska.  
Lot 1, Prairie Commons Fourth Subdivision, In the City Of Grand Island, Nebraska.



Existing Land Use and Subject Property

**This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 15 tax years the payments for which become delinquent in years 2021 through 2034 inclusive or as otherwise dictated by the contract.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The incremental value for the first phase will be created by the construction a 200,000 square foot senior housing facility. This area is planned for commercial development with the Grand Island Comprehensive Plan and is currently zoned RO Residential Office, a variety of residential, office and medical uses are permitted in this district including nursing facilities and senior housing.**

**Statutory Pledge of Taxes.**

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

**1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on June 9, 2015.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.**

**2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]**

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on January 8, 2020 and passed Resolution 2020-04 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

**3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]**

***a. Land Acquisition:***

This Redevelopment Plan for Area 17 does anticipate real property acquisition by the developer. There is no proposed acquisition by the authority.

***b. Demolition and Removal of Structures:***

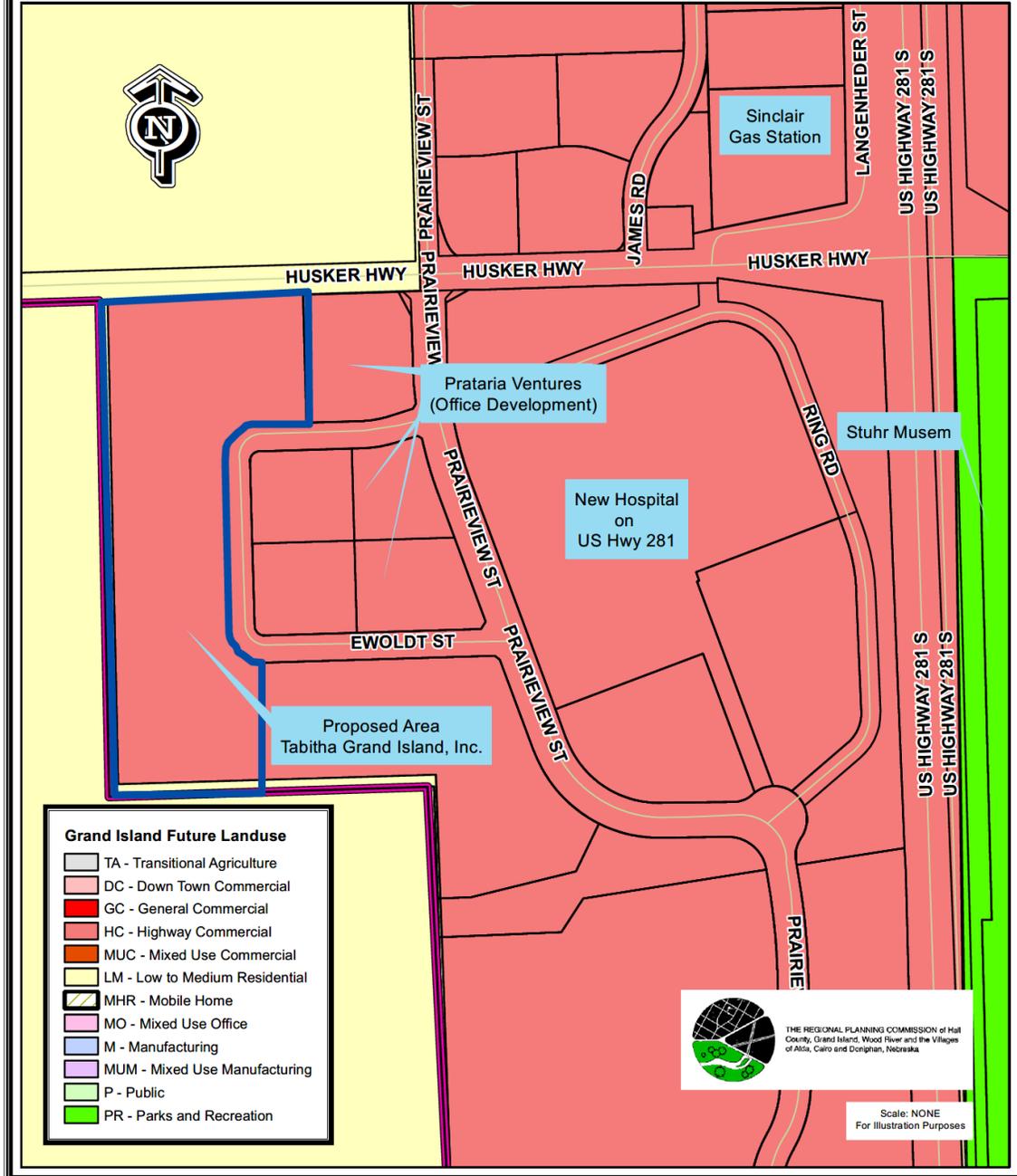
The project does not provide for the demolition or removal of any existing structures.

***c. Future Land Use Plan***

See the attached map from the 2004 Grand Island Comprehensive Plan. This property is in private ownership and is planned for commercial uses [§18-2103(b) and §18-2111]. A site plan of the area after the proposed redevelopment is also attached. [§18-2111(5)]

# Proposed Tax Increment Financing Project Future Landuse Map

Lot 2, Prairie Commons Third Subdivision, In the City Of Grand Island, Nebraska.  
Lot 1, Prairie Commons Fourth Subdivision, In the City Of Grand Island, Nebraska.



City of Grand Island Future Land Use Map

*d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.*

The property is currently platted as Prairie Commons Third Subdivision and approved as Prairie Commons Fourth Subdivision. The property will be developed in substantial compliance with the existing plat. No changes in zoning are anticipated for the expected uses.

No other planning changes contemplated. [§18-2103(b) and §18-2111]

*e. Site Coverage and Intensity of Use*

The developer is proposing to build on the site within the constraints allowed by the current zoning districts. The RO zoning district would allow up to 75% coverage. [§18-2103(b) and §18-2111]

*f. Additional Public Facilities or Utilities*

Sewer and water are available to support this development. Sufficient capacity exists within these systems to support this development at completion. Sewer, water will be extended throughout the site. The developer will be responsible for engineering and installation of all required utilities. Said utilities are expected to become part of the city infrastructure and will be accepted into the city systems after construction and inspection. Electric infrastructure will be extended throughout the site according to typical commercial installation requirements. Natural gas and communications infrastructure will be installed according to the agreements formed with the private companies that provide those services. The City of Grand Island will secure all necessary easements for utility infrastructure with the platting and development processes. [§18-2103(b) and §18-2111]

**4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. No individuals or businesses will be relocated due to this development. [§18-2103.02]**

**5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]** No members of the authority or staff of the CRA has any ownership interest in this property at this time.

**6. Section 18-2114 of the Act requires that the Authority consider:**

*a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.*

The developer is showing a purchase price of this property of \$1,354,000. The cost of property acquisition is included as a TIF eligible expense. Costs for site preparation

including, grading and fill is estimated at \$356,861. Utility extensions, storm water, sewer electrical and water are estimated at \$638,260. Building plans and engineering and other planning expenditures are expected to cost \$1,436,827. The developer will be paying \$1,167,417 in additional costs to improve the façade of the buildings in a manner consistent with the rest of the Prairie Commons development. The cost of private streets and recreational trails is \$350,054. An additional \$20,000 of expenses for legal work, fees and financial tracking of this project are also included as eligible expenses for a total maximum TIF request of \$5,127,334 and potential eligible expenses of \$5,329,165. It is estimated based on the proposed increased valuation to \$15,383,121 will result in \$348,350 of increment generated annually. Based on a TIF Bond of \$5,127,334 this project should pay off prior to the end of the 15 year period.

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

***b. Statement of proposed method of financing the redevelopment project.***

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$5,127,334 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2021 through December 2034 or such term as identified within the approved contract with no portion to exceed a term of 15 years. The developer will use the TIF Note to secure debt financing in an amount not to exceed \$5,127,334 to be paid to the note holder during the term of the financing.

***c. Statement of feasible method of relocating displaced families.***

The property is vacant and no families will be dislocated.

**7. Section 18-2113 of the Act requires:**

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and

arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of blighted and substandard conditions within the area.

### **8. Time Frame for Development**

Development of this project is anticipated to be completed between April of 2020 and August of 2021. Excess valuation should be available for this project for 15 years beginning with the 2021 tax year. This is the third phase of development of this property and it is anticipated that additional projects will be brought forward for separate consideration on other lots within this and adjacent subdivisions.

### **9. Justification of Project**

Extension of utilities, substantial site grading and installation of private streets are necessary to facilitate redevelopment of this site. The redevelopment of this property by Tabitha Grand Island Inc., will result in increased employment and housing opportunities. In addition to providing 157 units of housing this facility is anticipated to employ 100 individuals (66 FTE) with wages ranging between \$13 and \$50 per hour depending on the position and an average wage of \$20/hour. This development is a continuation of efforts to extend development south along U.S. Highway 281 toward U.S. Interstate 80. The Grand Island City Council has made in the past made it clear through previous decisions that they support development toward the I-80/281 interchange.

**10. Cost Benefit Analysis** Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed project, including:

**Project Sources and Uses.** A maximum of \$5,127,334 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$40,059,001 in private sector financing and investment; a private investment of \$8.00 for every TIF dollar investment. It is estimated this will pay off in less than 15 years.

Use of Funds. Description	Source of Funds		
	TIF Funds	Private Funds	Total
Site Acquisition	\$ 1,354,665		\$ 1,354,665
Building Costs		\$ 26,360,974	\$ 26,360,974
Sewer	\$ 27,500		\$ 27,500
Storm Sewer	\$ 202,570		\$ 202,570
Water	\$ 8,190		\$ 8,190
Electric	\$ 400,000		\$ 400,000
Private Streets	\$ 264,990		\$ 264,990
Trails	\$ 85,145		\$ 85,145
Site preparation/Dirt Work	\$ 356,861		\$ 356,861
Façade Enhancement	\$ 1,167,417		\$ 1,167,417
Architecture/Engineering	\$ 1,336,827		\$ 1,336,827
Financing Fees		\$ 944,011	\$ 944,011
Legal	\$ 20,000		\$ 20,000
Developer Fees		\$ 1,485,774	\$ 1,485,774
Audit Fees		\$ 20,000	\$ 20,000
Contingency		\$ 1,373,274	\$ 1,373,274
Working Capital		\$ 2,067,409	\$ 2,067,409
Capitalized Interest		\$ 1,439,087	\$ 1,439,087
Govt. Fees and Expenses		\$ 240,000	\$ 240,000
Mkt Research, Feasibility & Planning	\$ 100,000		\$ 100,000
Marketing Expenses		\$ 785,000	\$ 785,000
Property Taxes during Const.		\$ 4,000	\$ 4,000
Debt Service Reserve		\$ 2,606,641	\$ 2,606,641
Pre-Open Salaries		\$ 19,000	\$ 19,000
Tax Study	\$ 5,000		\$ 5,000
Personal Property		\$ 2,512,000	\$ 2,512,000
			\$ -
<b>TOTALS</b>	<b>\$ 5,329,165</b>	<b>\$ 39,857,170</b>	<b>\$ 45,186,335</b>

**Tax Revenue.** The property to be redeveloped has a January 1, 2020 valuation of approximately \$80,599. Based on the 2019 levy this would result in a real property tax of approximately \$1,800. It is anticipated that the assessed value will increase by \$15,033,522 upon full completion, as a result of the site redevelopment. This development will result in an

estimated tax increase of over \$341,823 annually resulting in approximately \$5,127,344 of increment over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2020 assessed value:	\$ 80,599
Estimated value after completion	\$ 15,383,121
Increment value	\$ 15,302,522
Annual TIF generated (estimated)	\$ 348,350
TIF bond issue	\$ 5,127,334

***(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;***

The redevelopment project area currently has an estimated valuation of \$80,599. The proposed extension improvements at this location will result in at least an additional \$15,303,522 of taxable valuation based on the Hall County Assessor’s office evaluation of the project. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off. The project will not add any tax burdens to taxing entities. Therefore no tax shifts will occur.

***(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;***

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be impacted by this development.

***(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;***

The proposed uses at this site would provide for expansion of nursing home jobs within the area and compete with similar facilities located in and locating in the City.

***(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and***

This project is may result in increased demand for nursing home employees and have impact on other similar employers and employees within the city.

***(e) Impacts on the student population of school districts within the city or village; and***

This project is unlikely to create any direct increase in cost for schools in the area. This development will be limited to serve seniors and those needing nursing/memory care.

***(f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.***

This project will continue growth along the 281 corridor in the direction of I-80.

#### Time Frame for Development

Development of this project is anticipated to be completed between April of 2020 and August of 2021. The base tax year should be calculated on the value of the property as of January 1, 2020. Excess valuation should be available for this project for 15 years beginning in 2021 with taxes due in 2022. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$5,127,334 the projected amount of increment based upon the anticipated value of the project and current tax rate and the eligible activities.



## BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

### Project Redeveloper Information

Business Name: Tabitha Grand Island, Inc.  
Address: 4720 Randolph St., Lincoln, NE 68510  
Telephone No.: 262-490-4465  
Email: jfletcher@seniorpartners.com  
Contact: Jon Fletcher, VP, Senior Housing Partners

### Brief Description of Applicant's Business

Tabitha, a mission-focused nonprofit, offers Nebraska's first and only comprehensive line of Senior Care services. Through advanced in-home support, innovative living communities, exceptional rehabilitation services, experienced skilled nursing care and compassionate hospice support, Tabitha provides for Senior Care in 28 Nebraska counties. Tabitha's main campus is located in the heart of Lincoln, Nebraska, and offers community campuses in Lincoln's Williamsburg neighborhood and in Crete, Nebraska. Tabitha also has regional offices in Grand Island, York and Nebraska City, NE, to serve clients in our west, central and east regions.

### Legal Description/Address of Proposed Project

The project site is currently in the process of being re-platted. The current legal description is:

Part of LOT 2, PRAIRIE COMMONS THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Upon completion of the subdivision, the property description will be:

LOT 1, PRAIRIE COMMONS FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

**Community Redevelopment Area Number:**

17

**Present Ownership Proposed Project Site:**

Prataria Ventures, LLC, a Nebraska limited liability company

**Is purchase of the site contingent on Tax Increment Financing Approval?**

Yes

**Proposed Project: Building square footage, size of property, description of building materials, etc. Please see attached site plan if available.**

The development proposed is a senior housing community, offering a continuum of care. The continuum includes independent living, assisted living, memory care, and skilled nursing housing along with a variety of health care service options. While the senior community will be modest in fit and finish levels, it will be highly amenitized, including indoor parking, a full service kitchen with three meals a day, a bistro café, club lounges, rooftop patios, memory gardens, library's, salon, fitness center, wellness center, theater & chapel, community rooms, outdoor yoga, walking trails, and many other amenities. The project will feature a selection of unique apartment homes including studio, one bedroom, one bedroom with a den, and two bedroom homes. Many will be outfitted with washers and dryers in their homes, solid surface countertops, and balconies and patios in select units. The current project is planned to have 157 total apartment homes, including 81 independent living apartments, 20 assisted living apartments, 20 memory care apartments, and 36 skilled nursing apartments. The apartments are designed such that if in the future a certain acuity level has a higher market demand than another, they can be quickly and easily converted into the appropriate design with minimal cost. The ability to be flexible to meet the needs of Grand Island residents is a key business operations sustainability measure.

In addition to a sustainable operations design, the project will include a number of additional environmentally friendly and sustainability features, including electric car charging stations, low

flow shower heads, resident gardens, vegetated swales and stormwater detention ponds, pollinator friendly landscape selections, panelized wall sections to reduce on construction waste, faucet aerators to reduce water flow, high efficiency toilets, master utility meters to save on materials, individual thermostat controls in every unit, occupancy sensors in common areas, LED light fixtures throughout, low VOC paints and adhesives, energy star rated appliances, recycling bins, and recycled materials whenever possible.

The project will rise 4 stories in the air at its highest and will be constructed with a mix of masonry, concrete, wood, and steel. Exterior materials will include a mixture of bat and board panels, stone veneer, steel, and wood. The building is designed to be a modern rustic feel, blending in with a traditional prairie design, while also being representative of the modern influences of the adjacent hospital and intended design features of the Prairie Commons master plan.

The entire community will be approximately 200,000sf, aligned in a North-South direction to maximize the efficiency of the rectilinear site. The “Town Center” with all its amenities and service offerings will be centrally located within the campus allowing for easy access by all residents.

An Exhibit A has been attached that includes a site plan as well as some preliminary unit plans, elevations, and a materials pallet.



**If Property is to be Subdivided, Show Division Planned:**

See Exhibit B

## Project Sources & Uses

Tabitha   Grand Island   Estimated Project Costs & Sources of Financing			
			(Proposed)
Estimated Project Costs			TIF Eligible Expenses
Acquisition Costs			
Land		\$ 1,354,665	\$ 1,354,665
Building		\$ -	\$ -
<b>Subtotal Acquisition Costs</b>			<b>\$ 1,354,665</b>
Construction Costs			
Renovation or Building Costs		\$26,360,974	\$ -
On-Site Improvements:			
Sewer	\$ 27,500		\$ 27,500
Storm Sewer	\$ 202,570		\$ 202,570
Water	\$ 8,190		\$ 8,190
Electric	\$ 400,000		\$ 400,000
Gas	\$ -		\$ -
Public Streets / Sidewalks	\$ -		\$ -
Private Streets	\$ 264,990		\$ 264,990
Trails	\$ 85,145		\$ 85,145
Grading/Dirtwork/Fill	\$ 356,861		\$ 356,861
Demolition	\$ -		\$ -
Façade Enhancements	\$1,167,417		\$ 1,167,417
Other	\$ -		\$ -
Subtotal On-Site Improvements			\$ 2,512,673
<b>Subtotal Construction Costs</b>			<b>\$28,873,647</b>
Soft Costs			
Architectural & Engineering		\$ 1,336,827	\$ 1,336,827
Financing Fees		\$ 944,011	\$ -
Legal		\$ 20,000	\$ 20,000
Developer Fees		\$ 1,485,774	\$ -
Audit Fees		\$ 20,000	\$ -
Contingency Reserves		\$ 1,373,274	\$ -
Other:			
Working Capital	\$2,067,409		\$ -
Capitalized Interest	\$1,439,087		\$ -
Government Fees & Expenses	\$ 240,000		\$ -
Market Research, Feasibility, & Planning	\$ 100,000		\$ 100,000
Marketing Expense	\$ 785,000		\$ -
Property Taxes During Construction	\$ 4,000		\$ -
Debt Service Reserve Funds	\$2,606,641		\$ -
Pre-Opening Salaries	\$ 19,000		\$ -
Pre-Development Expenses	\$ 5,000		\$ 5,000
FF&E	\$2,512,000		\$ -
Subtotal Other			\$ 9,778,137
<b>Subtotal Soft Costs</b>			<b>\$14,958,023</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$45,186,335</b>
Sources of Financing			
Developer Equity		\$ 3,000,000	\$ -
Commercial Bank Loan		\$ -	\$ -
Tax Credits		\$ -	\$ -
Industrial Revenue Bonds		\$ -	\$ -
Tax Increment Assistance		\$ 5,127,344	\$ -
Enhanced Employment Area		\$ -	\$ -
Nebraska Housing Trust Fund		\$ -	\$ -
Other: Tax Exempt Bonds		\$37,058,991	\$ -
<b>TOTAL SOURCES OF FINANCING</b>			<b>\$ 5,329,165</b>

**Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:**

**Architect:**

Pope Architects, Attn: Amy Maldonado, 1295 Bandana Blvd. N, Suite 200, St. Paul, MN 55108,  
651-789-1575

**General Contractor:**

Chief Construction, Attn: Rob Rasmussen, 3935 Westgate Road, Grand Island, NE 68803, 308-389-7314

**Civil Engineer:**

Olsson, Attn: Jeff Palik, 201 E. Second Street, Grand Island, NE 68801, 308-398-2958

**Estimated Real Estate Taxes on Project Site Upon Completion of Project: \$ 348,350**

Please see attached tax forecast study in Exhibit C and below.



TAX FORECAST							
Parcel was recently replatted. Therefore, the assessor has yet to establish the land only value for 2019. 2019 and 2020 is estimated based on provided land acquisition cost. 2021 value is based on 100% hard costs and 50% soft costs discounted 20% for expected assessor aggressiveness level, prorated based on construction timeframe, plus land costs. 2022 is estimated based on 100% hard costs plus 50% soft costs, discounted 10% for expected assessor aggressiveness level, plus land costs, for the entire project. 2023 is based on 100% hard costs plus 50% soft costs, discounted 10% for expected assessor aggressiveness level, plus land costs. 2024-2025 is estimated to increase by 3% per year with tax rates estimated to grow at 1% per year. Estimate takes into consideration 76 units being tax exempt.							
MOST PROBABLE CASE	Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Tax Year	2019	2020	2021	2022	2023	2024	2025
Assessment Year	2019	2020	2021	2022	2023	2024	2025
Market value	1,350,000	1,350,000	9,192,038	15,383,121	17,137,261	17,651,379	18,180,920
Market Value / Unit	N/A	N/A	N/A	\$97,982	\$109,155	\$112,429	\$115,802
Assessment Ratio	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Tax Rate	2.19790%	2.21987%	2.24207%	2.26449%	2.28714%	2.31001%	2.33311%
Property Tax	\$29,672	\$29,968	\$206,092	\$348,350	\$391,953	\$407,749	\$424,181
Total Tax / Unit	N/A	N/A	\$1,313	\$2,219	\$2,497	\$2,597	\$2,702

**Project Construction Schedule:**

Construction Start Date: April 1<sup>st</sup>, 2020

Construction Completion Date: August 1<sup>st</sup>, 2021

If Phased Project: N/A

- XII. Please Attach Construction Pro Forma: See Exhibit D.
- XIII. Please Attach Annual Income & Expense Pro Forma: See Exhibit E.  
(With Appropriate Schedules)

**Tax Increment Financing request information**

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

\$5,127,334 dollars of tax increment financing is being requested to assist in the site preparation, grading, utilities, paving, landscaping, façade enhancements, architectural, engineering, legal fees, public parking enhancements, and other necessary site preparation and development expenditures. The funds will ultimately support development of a project that 1) lifts a property out of “blighted” status, 2) contributes to the local tax base, 3) contributes to the character of the existing community, and 4) results in various economic and social benefits.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project:

We are requesting financial assistance to close the gap between what is financially feasible for lenders to approve the project and what is currently achievable in the broader market without such support.

First, the current property has been “blighted” due to its current status as an undevelopable parcel. Through the use of TIF funds, a key funding gap can be closed which will allow the development of the property to proceed, furthering the development of the Prairie Commons master plan and bringing additional activity and focused attention to the South side of Grand Island. This additional attention and focused effort will have a ripple effect with respect to demand and interest in other remaining parcels or properties that may be prime for redevelopment.

Second, the property is anticipated to make significant contributions to the local tax base, paying over \$350,000 per year in property taxes. The continuation of development activity along the 281 corridor has been a key development objective for the City. Utilization of TIF funds to make

this vision a reality is a reasonable use of said funds by providing additional tax revenue for many years to come once the TIF note is paid in full.

Third, the funds will allow the project to exceed local building code in a manner that helps the property to overcome its current blighted status, while also meeting the design intent of the Prairie Commons redevelopment and contributing to the character of Grand Island. This is achieved through thoughtful and intentional design standards and initiatives. The project is intended to have a “modern rustic farmhouse” look and feel to both the interior and exterior. On the exterior, this design intent is showcased using a variety of brick, masonry, batten board, wood/timber, and glass materials. In addition, the Community will include a modern roofline aesthetic with a mixture of pitches, gables, and shed rooflines to gracefully blend into the region while providing a modern appeal more typical of the Prairie Commons master plan.



Fourth, a direct benefit of the project is the ability to provide many economic and social benefits for residents of Grand Island. The senior housing community is expected to employ approximately 100 individuals (66 full-time equivalents), with an average wage of approximately \$20.00/hour once stabilized. Wages range from \$13/hour to \$50/hour depending on the nature of the position. On an annual basis, approximately \$3.3M in direct wages would be put back into the local economy. Furthermore, the project is anticipated to spend approximately \$14,000,000 in construction wages. This does not include indirect wages paid by materials suppliers during the construction period, or indirect jobs created through future vendor operations and general community jobs (service, healthcare, etc.). Additionally, the community

will provide housing for approximately 175 individuals, which offers vibrancy and activity to a formerly blighted parcel. This sense of community, belonging, and ownership in the success of local businesses is key in satisfying the ultimate goal of the redevelopment of a blighted parcel, which is to encourage new investment in improvements to real estate, increases in the number of full-time equivalent employees, and the elimination of detrimental impacts to public health, safety, morals, or welfare caused by its present condition.

Tax increment financing would ensure financial viability in the development of Tabitha Grand Island. Without additional funding, it would be difficult to proceed with the project that has a strong capacity to serve older adults and the greater community of Grand Island. We greatly appreciate the consideration of this request.

#### **Municipal and Corporate References (if applicable).**

##### **Municipal References:**

- City of Lincoln Planning Department, 555 South 10<sup>th</sup> Street, Lincoln, NE 68508
  - George Wesselhoft, City Planning, [gwesselhoft@ne.gov](mailto:gwesselhoft@ne.gov)
    - Phone # 402-441-6366
    - FAX # 402-441-6377
  - Brian Will, City Planning, [bwill@lincoln.ne.gov](mailto:bwill@lincoln.ne.gov)
    - Phone # 402-441-6362
    - FAX # 402-441-6377
  
- City of Crete, Nebraska, 243 East 13<sup>th</sup> St., Crete, NE 68333-0086
  - Tom Ourada, City Administrator
    - Phone # 402-826-4312
    - FAX # 402-826-4334
  - Jerry Wilcox, Finance Director
    - Phone # 402-826-4313
    - FAX # 402-826-4334

**Corporate References:**

- Ray O'Connor, O'Connor Enterprises, P.O. Box 139, Grand Island, NE 68802-0139
  - Phone # 308-381-2497
  - FAX # 308-381-1285
  
- D.J. Eihusen, President, Chief Development, 3935 Westgate Road, Grand Island, NE 68803
  - Phone # 308-389-7233
  
- Mark Hesser, President Pinnacle Bancorp, [Mark.Hesser@pinnbank.com](mailto:Mark.Hesser@pinnbank.com)
  - Phone # 402-697-5954
  - FAX # 402-697-8439
  
- Lisa Smith, Senior Vice President and Financial Advisor, CWS, D.A. Davidson & Co.,  
[lsmith@smithhayes.com](mailto:lsmith@smithhayes.com)
  - Phone # 402-437-1024
  
- Eric Schafer, President, Telesis Companies, [ESCHAFER@telesis-inc.com](mailto:ESCHAFER@telesis-inc.com)
  - Phone # 402-434-5959
  - FAX # 402-434-3291

Post Office Box 1968  
Grand Island, Nebraska 68802-1968  
Phone: 308 385-5240  
Fax: 308 385-5423  
Email: [cnabity@grand-island.com](mailto:cnabity@grand-island.com)

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**EXHIBIT A – SITE AND UNIT PLANS**

DOCUMENT FOLLOWS, SEE ATTACHED.









**EXHIBIT C – REAL ESTATE TAX PROJECTIONS**

DOCUMENT FOLLOWS, SEE ATTACHED.



## Property Tax Due Diligence Acquisition Report

Tabitha - Grand Island  
Unaddressed  
Grand Island, NE 68803

1.855.RYAN.TAX

[www.ryan.com](http://www.ryan.com)



**PROPERTY TAX PRE-ACQUISITION  
DUE DILIGENCE REPORT**

Unaddressed  
Grand Island, NE 68803  
Hall County  
*Senior Housing*

Prepared:  
September 6, 2019  
Tax Years: 2019 Through 2025

Prepared For:  
Jon Fletcher  
Presbyterian Homes & Services  
3116 Fairview Ave N  
Roseville, MN 55113

Prepared By:  
Steven Hlibichuk  
Ryan, LLC  
7979 E. Tufts Avenue, Suite 1500  
Denver, Colorado 80237

## LETTER OF TRANSMITTAL

Jon Fletcher  
Presbyterian Homes & Services  
3116 Fairview Ave N  
Roseville, MN 55113  
262.490.4465

**RE:** Tabitha - Grand Island  
Unaddressed  
Grand Island, NE 68803

Dear Jon Fletcher,

Pursuant to your request, we have researched and analyzed the property tax issues regarding the above-captioned property. Our research and analysis are outlined herein. The report concludes with our five year forecast of property taxes based on stabilization, which is presented later in this report.

The scope of this study involves a limited analysis reported in a restricted format, which is attached hereto and made a part hereof. The analysis and conclusions are made expressly subject to the conditions and comments appearing herein. This report is not an appraisal and does not include an on-site inspection or a review of the building plans and specifications.

Respectfully submitted,



Steven Hlibichuk  
Ryan, LLC  
7979 E. Tufts Avenue, Suite 1500  
Denver, Colorado 80237  
720.524.0022  
steven.hlibichuk@ryan.com

# ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following assumptions and limiting conditions:

## **Limit of Liability**

1. It is assumed that the legal description and/or parcel number(s) as obtained from public records or as furnished is correct.
2. No responsibility is assumed for matters of a legal nature, or matters of audit.
3. It is also assumed that the title to this interest is marketable.
4. The information contained within this report was obtained from sources deemed to be reliable. However, no warranty is given as to their accuracy. A reasonable effort has been made to verify information relating to tax assessments. Property description information and income and expense information supplied by the client were not verified and are assumed to be correct.
5. The opinions expressed within this report are the result of and subject to the information and conditions described herein.
6. The liability of Ryan, LLC and its staff members is limited to the client only and only up to the amount of the fee actually received for the assignment.

## **Publication, Distribution, Use of Report**

7. Possession of this report or a copy thereof does not give the holder the right of publication, nor may the report or any part thereof be used by anyone other than Ryan, LLC.
8. Ryan, LLC and its staff shall not be required to give testimony or appear in court because of having prepared this report with reference to the property described herein, unless prior arrangements have been made.
9. Neither all nor part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraisers. Nor shall Ryan, LLC and its staff be identified without the written consent of the appraisers.

## **Property Specific Limiting Conditions**

10. Competent management and responsible ownership are assumed.
11. No survey was made for this report and no responsibility is assumed for its presentation herein.
12. The physical condition of the improvements described herein is based on information provided by the property owner. No inspection was conducted.
13. It is assumed that there are no hidden or precarious conditions of the property, subsoil, or structures, which would render it more or less valuable. Ryan, LLC and its staff assume no responsibility for such conditions, or for engineering which might be required to discover such factors. It is assumed that no soil contamination exists as a result of chemical drainage or leakage in connection with any production operations on or near the property. Ryan, LLC and its staff assume the property is not adversely affected by asbestos.
14. Any valuation models of income and expenses in this report are not predictions of the future. No warranty or representation is made that the model will coincide with future events. Furthermore, there will usually be differences between the modeled results and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

# Property & Acquisition Information

Purpose, Use and Scope of Report

The purpose of this report is to provide the Client with the financial property tax impact as a result of the potential acquisition. The information in this report is considered preliminary and is not considered full or complete because of the limited data about the property that was provided to Ryan, LLC, and because the Client has requested a limited report. No site inspection was conducted. No plans and specifications were reviewed. No appraisal was conducted.

Property Description

Property Name:	Tabitha - Grand Island		
Address:	Unaddressed, Grand Island, NE 68803		
Assessor's Parcel Number(s):	400433852		
Taxing Jurisdiction:	Hall County		
General Description:	157 unit senior living community		
Year Built:	2021		
Net Rentable Area:		172,246	
Number of Units:	157		
Land Area:	492,228	Square Feet	
	11.30	Acres	

Acquisition Information

Date of Acquisition:	N/A	<u>\$/Unit</u>
Purchase Price:	N/A	N/A
Condition(s) of Sale:	None	
Current Owner Name:	Presbyterian homes & Services	<u>\$/Unit</u>
Current Assessment:	\$0	\$0

# **Property Tax Forecast Overview**

## **Assessment Overview**

Nebraska state assesses property annually as of January, 1st. Per statute, a property must be reviewed at least every four years. Hall county increases historically have been flat to slight, during the four year period, with a moderate correction taking place upon review. New construction will be enrolled based on percentage complete and permitted costs until the property is completed and stabilized.

## **Tax Rate Overview**

Tax rates are calculated based on local governmental and jurisdictional budgetary needs. Once the annual budget is agreed upon, the rate is backed into based on the value of the tax digest in place for the current year.

## **Tax Bill Due Dates**

Full Payment - 12/31 Current Year

First Half Delinquent - 05/01 Proceeding Year

Second Half Delinquent - 09/01 Proceeding Year



**TAX FORECAST**

Parcel was recently replatted. Therefore, the assessor has yet to establish the land only value for 2019. 2019 and 2020 is estimated based on provided land acquisition cost. 2021 value is based on 100% hard costs and 50% soft costs discounted 20% for expected assessor aggressiveness level, prorated based on construction timeframe, plus land costs. 2022 is estimated based on 100% hard costs plus 50% soft costs, discounted 10% for expected assessor aggressiveness level, plus land costs, for the entire project. 2023 is based on 100% hard costs plus 50% soft costs, discounted 10% for expected assessor aggressiveness level, plus land costs. 2024-2025 is estimated to increase by 3% per year with tax rates estimated to grow at 1% per year. Estimate takes into consideration 76 units being tax exempt.

<b>MOST PROBABLE CASE</b>	<b>Actual</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>
Tax Year	2019	2020	2021	2022	2023	2024	2025
Assessment Year	2019	2020	2021	2022	2023	2024	2025
<b>Market value</b>	<b>1,350,000</b>	<b>1,350,000</b>	<b>9,192,038</b>	<b>15,383,121</b>	<b>17,137,261</b>	<b>17,651,379</b>	<b>18,180,920</b>
Market Value / Unit	N/A	N/A	N/A	\$97,982	\$109,155	\$112,429	\$115,802
Assessment Ratio	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Tax Rate	2.19790%	2.21987%	2.24207%	2.26449%	2.28714%	2.31001%	2.33311%
Property Tax	\$29,672	\$29,968	\$206,092	\$348,350	\$391,953	\$407,749	\$424,181
Total Tax / Unit	N/A	N/A	\$1,313	\$2,219	\$2,497	\$2,597	\$2,702

157 unit senior living community

Parcel was recently replatted. Therefore, the assessor has yet to establish the land only value for 2019. 2019 and 2020 is estimated based on provided land acquisition cost. 2021 value is based on 90% hard costs plus 50% soft costs discounted 30% for expected assessor aggressiveness, prorated based on construction timeframe plus land costs. 2022 is estimated based on 90% hard cost plus 50% soft costs, for the entire project discounted 30% for expected assessor aggressiveness, plus land costs. 2023 is estimated at 90% hard costs plus 50% soft costs, discounted 15% for expected assessor aggressiveness. 2024-2025 is estimated to increase by 1% per year. Tax rate is estimated to grow at 1% per year. Estimate takes into consideration 76 units being tax exempt.

<b>BEST CASE</b>	<b>Actual</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>
Tax Year	2019	2020	2021	2022	2023	2024	2025
Assessment Year	2019	2020	2021	2022	2023	2024	2025
<b>Market value</b>	<b>1,350,000</b>	<b>1,350,000</b>	<b>7,597,834</b>	<b>12,545,541</b>	<b>14,944,586</b>	<b>15,094,032</b>	<b>15,244,972</b>
Market Value / Unit	N/A	N/A	\$48,394	\$79,908	\$95,188	\$96,140	\$97,102
Assessment Ratio	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Tax Rate	2.19790%	2.21987%	2.24207%	2.26449%	2.28714%	2.31001%	2.33311%
Property Tax	\$29,672	\$29,968	\$170,349	\$284,093	\$341,804	\$348,674	\$355,682
Total Tax / Unit	N/A	N/A	\$1,085	\$1,810	\$2,177	\$2,221	\$2,265

Parcel was recently replatted. Therefore, the assessor has yet to establish the land only value for 2019. 2019 and 2020 is estimated based on provided land acquisition cost. 2021 value is based on 100% hard costs plus 75% soft cost, prorated based on construction timeframe. 2022 is estimated based on 100% hard cost plus 75% soft costs discounted 90% for expected assessor aggressiveness level, plus land costs. 2023-2025 is estimated to increase by 5% per year. Tax rate is estimated to grow at 1% per year. Estimate takes into consideration 76 units being tax exempt.

<b>WORST CASE</b>	<b>Actual</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>
Tax Year	2019	2020	2021	2022	2023	2024	2025
Assessment Year	2019	2020	2021	2022	2023	2024	2025
<b>Market value</b>	<b>1,350,000</b>	<b>1,350,000</b>	<b>11,668,471</b>	<b>18,174,757</b>	<b>19,083,494</b>	<b>20,037,669</b>	<b>21,039,553</b>
Market Value / Unit	N/A	N/A	\$74,321	\$115,763	\$121,551	\$127,628	\$134,010
Assessment Ratio	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Tax Rate	2.19790%	2.24185%	2.28669%	2.33242%	2.37907%	2.42665%	2.47519%
Property Tax	\$29,672	\$30,265	\$266,822	\$423,913	\$454,010	\$486,245	\$520,768
Total Tax / Unit	N/A	N/A	\$1,700	\$2,700	\$2,892	\$3,097	\$3,317

*Information in this report was obtained from sources deemed reliable, however no warranty is given as to its accuracy. Assumptions on estimates may change over time. Ryan LLC is not responsible for variances between values herein and eventual results. Unless indicated otherwise, liability for any errors associated with this report is limited to the fee received for this report. If no fee was received, or a third party relies on this report, all liability is disclaimed. Possession of this report does not give the holder the right of publication.*

# PROPERTY TAX DEFINITIONS

**Ad Valorem Tax:** Latin for “according to value”. A tax on the owner of real or personal property based on the value assessed on the property by assessing jurisdiction. Synonymous with Property Tax.

**Assessed Value/AKA: Assessment:** The result of applying a the assessment ratio to the basis of assessment. The tax rate is applied to the assessment, not the basis of assessment, to determine property tax liability.

**The Basis of Assessment:** The basis of assessment is the actual value, true value, current value, market value, etc. In most jurisdictions Basis of Assessment approximates the concept of market value as of the assessment date. The tax rate is applied to the assessment, not the basis of assessment, to determine property tax liability.

**Assessment Date:** The date determined by law at which an assessing jurisdiction determines the value of property for the purpose of assessment. The assessment date is generally the same each year. However, depending upon statutory requirements and the resources available to the assessor, some assessing jurisdictions do not reassess every year.

**Assessment Ratio/AKA: Assessment to Market Value Ratio or Equalization Ratio:** A statutory percentage applied to the basis of assessment to arrive at the assessed value. A tax rate is applied to the assessed value to arrive at the property tax.

**Delinquency Date/AKA: Tax Bill Due Date:** The last date on which a property tax bill may be paid or a personal property return submitted without the levying of penalties or interest. The delinquency date is distinct from the “due and payable” date, although in some jurisdictions, the same date applies.

**Market Value:** The most probable price, as of a specified ate, in cash, or in terms equivalent to cash, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

**Lien Date:** The date on which property taxes owned for a specific tax year becomes a lien on the property. The lien date generally coincides with the assessment date. However, the lien date applies annually whereas the assessment date may not.

**Parcel:** A single unit of property. Term applied to both real estate and personal property.

**Personal Property:** Property not included by a taxing jurisdiction as real estate. Including but is not limited to furniture and fixtures, machinery and equipment, inventories and supplies.

**Property Tax Calendar:** A chronological list of all property tax return and payment due dates and appeal deadlines for each jurisdiction in which property is owned. Ideally, a property tax calendar will be augmented by a comprehensive assessor’s and tax collector’s parcel number listing in order to develop a property tax calendar down to the parcel level for each property owned.

**Appeal/AKA: Protest or Assessment Appeal:** A challenging of the assessed value of a parcel. Usually conducted in multiple steps with the first being an informal meeting with the tax authority, the second before an elected or appointed board or judge, and the third through legal proceeding. Once a taxpayer (or his/her representative) is satisfied with a negotiated reduction in assessed value, the process terminates. Strict deadlines are imposed to restrict each level of the process.

**Real Estate (Real Property):** Generally described as land, building improvements and fixtures. Does not include items of personal property.

**Return (Rendition):** A rendering to a taxing authority disclosing information on real estate or personal property owned by a taxpayer. Usually requested by the taxing authority to assist with the assessment of a property.

**Tax year:** The twelve month period to which a specific property tax applies.

**EXHIBIT D – DEVELOPMENT PROFORMA**

<b>Schedule of Capital Investment (Sources &amp; Uses)</b>				
<b>Tabitha - Grand Island</b>				
<b>Sources</b>	<b>Amount</b>	<b>% of Total</b>		
A Note	\$ 42,186,335	93.4%		
Equity - Cash at Closing	\$ 3,000,000	6.6%		
<b>Total Sources</b>	<b>\$ 45,186,335</b>	<b>100%</b>		
<b>Uses</b>	<b>Cost</b>	<b>% of Total</b>	<b>Cost/Unit</b>	<b>Cost/Sq Ft</b>
Land	\$ 1,354,665	3.00%	\$ 8,628	\$ 6.81
Architecture, Engineering & Design Consultants	\$ 1,336,827	2.96%	\$ 8,515	\$ 6.72
General Construction	\$ 27,465,489	60.78%	\$ 174,939	\$ 138.02
Construction Other	\$ 1,408,158	3.12%	\$ 8,969	\$ 7.08
City Fees & Expenses	\$ 240,000	0.53%	\$ 1,529	\$ 1.21
Fixtures Furnishings and Equipment	\$ 2,512,000	5.56%	\$ 16,000	\$ 12.62
Financing Fees	\$ 964,011	2.13%	\$ 6,140	\$ 4.84
Working Capital	\$ 2,067,409	4.58%	\$ 13,168	\$ 10.39
Cap I A Note (Net of Project Fund Earnings)	\$ 1,439,087	3.18%	\$ 9,166	\$ 7.23
Market Research, Feasibility, & Planning	\$ 100,000	0.22%	\$ 637	\$ 0.50
Pre-Opening Salaries	\$ 19,000	0.04%	\$ 121	\$ 0.10
Marketing Expense	\$ 785,000	1.74%	\$ 5,000	\$ 3.94
Legal and Organizational (exclusive of COI)	\$ 20,000	0.04%	\$ 127	\$ 0.10
Pre-Development Expenses	\$ 5,000	0.01%	\$ 32	\$ 0.03
Property Taxes During Construction	\$ 4,000	0.01%	\$ 25	\$ 0.02
Development Fee & Expense	\$ 1,485,774	3.29%	\$ 9,464	\$ 7.47
Project Contingency	\$ 1,373,274	3.04%	\$ 8,747	\$ 6.90
<b>Reserves</b>				
Entrance Deposit Reserve	\$ -	0.00%	\$ -	\$ -
Debt Service Reserve Fund (A Note)	\$ 2,606,641	5.77%	\$ 16,603	\$ 13.10
Debt Service Reserve Fund (C Note)	\$ -	0.00%	\$ -	\$ -
<b>Total Uses</b>	<b>\$ 45,186,335</b>	<b>100%</b>	<b>\$ 287,811</b>	<b>\$ 227.08</b>

**EXHIBIT E – ANNUAL OPERATIONS & EXPENSES**

<b>Operating Summary</b>						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
Total Occupancy %	55.1%	92.1%	94.3%	94.3%	94.3%	94.3%
<b>Revenue</b>						
Housing Revenue	\$ 4,203,661	\$ 7,589,496	\$ 7,969,862	\$ 8,208,958	\$ 8,455,227	\$ 8,708,884
Other Revenue	\$ 641,548	\$ 1,055,256	\$ 1,130,836	\$ 1,200,306	\$ 1,278,236	\$ 1,334,653
<b>Subtotal Revenue</b>	<b>\$ 4,845,209</b>	<b>\$ 8,644,752</b>	<b>\$ 9,100,699</b>	<b>\$ 9,409,265</b>	<b>\$ 9,733,463</b>	<b>\$ 10,043,537</b>
<i>Per Unit</i>	\$ 30,861	\$ 55,062	\$ 57,966	\$ 59,932	\$ 61,997	\$ 63,972
<b>Expenses</b>						
Nursing Skilled Care	\$ 985,964	\$ 1,293,897	\$ 1,413,327	\$ 1,455,727	\$ 1,499,398	\$ 1,544,380
Nutritional & Culinary Services	\$ 632,028	\$ 747,742	\$ 855,035	\$ 880,686	\$ 907,107	\$ 934,320
Engineering Expense	\$ 276,224	\$ 288,255	\$ 300,187	\$ 309,193	\$ 318,469	\$ 328,023
Utility Expense	\$ 117,378	\$ 174,050	\$ 225,888	\$ 232,665	\$ 239,645	\$ 246,834
Housekeeping Expense	\$ 121,698	\$ 127,845	\$ 133,870	\$ 137,886	\$ 142,023	\$ 146,284
Laundry Expense	\$ 2,756	\$ 4,087	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796
Rehabilitation Therapy	\$ 111,280	\$ 114,618	\$ 118,057	\$ 121,599	\$ 125,247	\$ 129,004
Recreation Therapy Expense	\$ 47,399	\$ 51,317	\$ 55,046	\$ 56,698	\$ 58,399	\$ 60,151
Spiritual Care Expense	\$ 28,439	\$ 29,293	\$ 30,171	\$ 31,076	\$ 32,009	\$ 32,969
Wellness Expense	\$ 56,965	\$ 58,674	\$ 60,434	\$ 62,247	\$ 64,114	\$ 66,038
Administration Expense	\$ 627,391	\$ 802,401	\$ 845,583	\$ 872,349	\$ 900,237	\$ 927,769
Admissions Expense	\$ 65,765	\$ 67,738	\$ 69,770	\$ 71,863	\$ 74,019	\$ 76,239
Assisted Living Residential Services	\$ 26,000	\$ 26,780	\$ 27,583	\$ 28,411	\$ 29,263	\$ 30,141
Home Health Expense	\$ 603,639	\$ 627,490	\$ 651,350	\$ 670,891	\$ 691,017	\$ 711,748
Employee Benefits	\$ 610,466	\$ 672,659	\$ 707,265	\$ 728,483	\$ 750,338	\$ 772,848
Real Estate Taxes	\$ 324,000	\$ 333,720	\$ 343,732	\$ 354,044	\$ 364,665	\$ 375,605
<b>Subtotal Expenses</b>	<b>\$ 4,637,392</b>	<b>\$ 5,420,566</b>	<b>\$ 5,842,604</b>	<b>\$ 6,019,281</b>	<b>\$ 6,201,576</b>	<b>\$ 6,388,148</b>
<i>Per Unit</i>	\$ 29,538	\$ 34,526	\$ 37,214	\$ 38,339	\$ 39,500	\$ 40,689
<b>NET OPERATING INCOME</b>	<b>\$ 207,817</b>	<b>\$ 3,224,186</b>	<b>\$ 3,258,094</b>	<b>\$ 3,389,984</b>	<b>\$ 3,531,886</b>	<b>\$ 3,655,388</b>
<i>Per Unit</i>	\$ 1,324	\$ 20,536	\$ 20,752	\$ 21,592	\$ 22,496	\$ 23,283
<i>EBITDA %</i>	4.29%	37.30%	35.80%	36.03%	36.29%	36.40%



December 2, 2019

Virgil D. Harden, RSBA, SFO  
Chief Financial Officer  
Grand Island Public Schools  
123 S. Webb Road  
P.O. Box 4904  
Grand Island, NE 68802-4904

Dear Virgil,

This letter is to inform you that the Community Redevelopment Authority (CRA) of the City of Grand Island has received an application requesting Tax Increment Financing (TIF) for a senior housing development at Prairie Commons Fourth Subdivision located south of Husker Highway and west of Ewoldt Street. Tabitha Grand Island Inc. is proposing to build 157 units of senior housing including 81 independent living apartments, 20 assisted living apartments, 20 memory care apartments and 36 skilled nursing apartments.

The application seeks \$5,127,334 in TIF assistance for this development.

At present, the proposed timeline for approval will be as follows:

- CRA receives initial application, 3 p.m. December 18 2019
- Regional Planning Commission holds public hearing 6 p.m. January 8, 2020
- CRA reviews Planning Commission recommendation, 4 p.m. January 15, 2020
- Grand Island City Council holds public hearing and takes action, 7 p.m. January 28, 2020
- CRA considers redevelopment contract 4 p.m. February 12, 2020

Additional notification will be provided to you prior to the public hearings. Should you have any questions or comments, please call me at (308) 385-5240.

Sincerely,

Chad Nabity, AICP  
Director

**COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 326**

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY  
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED  
REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING  
COMMISSION FOR ITS RECOMMENDATION

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 18<sup>th</sup> day of December, 2019

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA.

By   
Chairperson

ATTEST:

  
Secretary

Prairie Commons Phase 3 Tabitha

**COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND,  
NEBRASKA**

**RESOLUTION NO. 327**

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT AFTER THE PASSAGE OF 30 DAYS AND OTHER MATTERS

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area, from Tabitha Grand Island Inc, (The "Developer") for redevelopment of Lot 1 of Prairie Commons Fourth Subdivision in an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 17;

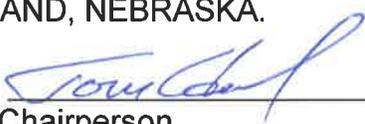
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

**Section 1.** In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

**Section 2.** The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 18<sup>th</sup> day of December, 2019.

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND  
ISLAND, NEBRASKA.

By   
Chairperson

ATTEST:

  
Secretary

Prairie Commons Phase 3 Tabitha

**Resolution Number 2020-04**

**HALL COUNTY REGIONAL PLANNING COMMISSION**

**A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “**Authority**”), referred the **Redevelopment Plan for Phase 3 of Prairie Commons for Tabitha Grand Island Inc.** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

**WHEREAS**, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

**NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:**

**Section 1.** The Commission hereby recommends approval of the Redevelopment Plan.

**Section 2.** All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.

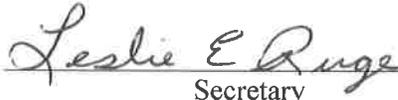
**DATED:** January 8, 2020

**HALL COUNTY REGIONAL PLANNING COMMISSION**

ATTEST:

By: 

Chair

By: 

Secretary

**COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 331**

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; RECOMMENDING APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF GRAND ISLAND, NEBRASKA; APPROVING A COST BENEFIT ANALYSIS FOR SUCH PROJECT; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Mayor and Council of the City of Grand Island, Nebraska (the “**City**”), upon the recommendation of the Planning Commission of the City of Grand Island, Nebraska (the “**Planning Commission**”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the “**Redevelopment Area**”) to be blighted and substandard and in need of redevelopment; and

**WHEREAS**, pursuant to and in furtherance of the Act, a Redevelopment Plan (the “**Redevelopment Plan**”), has been prepared by Community Redevelopment Authority of Grand Island, Nebraska, (the “**Authority**”) pursuant to an application by *Tabitha Grand Island Inc.* (the “**Redeveloper**”), in the form attached hereto as **Exhibit B**, for the purpose of redeveloping Redevelopment Area legally described on **Exhibit A**, referred to herein as the Project Area (the “**Project Area**”); and

**WHEREAS**, pursuant to the Redevelopment Plan, the Authority would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the “**Project**”), in accordance with and as permitted by the Act; and

**WHEREAS**, the Authority has conducted a cost benefit analysis of the Project (the “**Cost Benefit Analysis**”) pursuant to Section 18-2113 of the Act, a which is included in the Redevelopment Plan attached hereto as **Exhibit B**; and

**WHEREAS**, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated thereby.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:**

**Section 1.** The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Tabitha Grand Island Inc. Prairie Commons Phase 3

**Section 2.** The Authority has conducted a Cost Benefit Analysis for the Project, included in the Redevelopment Plan attached hereto as Exhibit B, in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

**Section 3.** In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$5,127,334 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

**Section 4.** The Authority hereby recommends to the City approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

**Section 5.** All prior resolutions of the Authority in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 6.** This resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 15<sup>th</sup> day of January, 2020.

**COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND  
ISLAND NEBRASKA**

ATTEST:

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

Secretary

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

Chair

Tabitha Grand Island Inc. Prairie Commons Phase 3

**EXHIBIT A**

**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

Lot 1 of Prairie Commons Fourth Subdivision in the City of Grand Island, Hall County,  
Nebraska.

Tabitha Grand Island Inc. Prairie Commons Phase 3

\*\*\*\*\*

**EXHIBIT B**

**FORM OF REDEVELOPMENT PLAN**

Tabitha Grand Island Inc. Prairie Commons Phase 3



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item E-3

**Public Hearing on Zoning Change located South of 13th Street,  
East of Engleman Road from TA- Transitional Agricultural to R1-  
Suburban Residential (Lechner Family Partnership)**

*Council action will take place under Ordinances item F-5.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** January 28, 2020  
**Subject:** Rezone from TA Zone to R-1 Zone  
**Presenter(s):** Rashad Moxey, Planner I

## Background

An application has been made to rezone tract of land consisting of 137 acres located in the NW ¼ of Section 14 Township 11 range 10 West of the 6th Principal Meridian Hall County, Nebraska from TA: Transitional Agricultural Zone to R1: Suburban Residential Zone.

## Discussion

At the regular meeting of the Regional Planning Commission, held January 8, 2020 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Rashad Moxey, Planner 1, stated the property includes 137 acres of land currently being used as farm ground. Property owners are requesting that the property be rezoned from TA Transitional Agriculture Zone to R1 Suburban Residential Zone which allows 4 dwelling units per acre.

Moxey stated that this change is consistent with the comprehensive plan and future land use map. It is also consistent with the surrounding properties in the area. The only drawback is the zoning change will allow encroachment of urban uses near an existing feed lot.

*Gayle Bonners*, 812 Redwood Rd Grand Island said she has lived in the area for 20 years. Bonners' primary concern is bike trail behind her house. Children have been able to take the trail to school without any traffic concerns and will any roads break the path up. There are lots of kids using the bike trail to get to school. Nabity explained Faidley will continue through and Cherokee will probably continue through as well but there is not a plan for development yet.

*Greg Baxter*, 2121 N. Monitor Grand Island, NE stated he wanted to express some of his concerns. Baxter mentioned he was not opposing to the request of rezoning of the property. He did explain his business is directly across the street from this property.

Baxter stated if and when the property is to be developed for residential purposes he will be opposing that in defense of his business, agriculture and what he believes is material conflict.

Baxter also mention that he was concerned that T & E had not received a letter notifying them of the rezoning, though he was notified by phone. A review of the property owners list shows that property listed under the name of T & E Cattle is not within 300 feet of the Lechner property but property used by T & E Cattle for their operation is listed under the name of Elizabeth Baxter and a letter was sent to her at her home address.

O'Neill closed the public hearing.

A motion was made by Ruge and second by Monter to approve the Zoning change finding that the change is consistent with the Comprehensive Plan for the City of Grand Island.

The motion was carried with 8 members voting in favor (Nelson, Allan, O'Neill, Ruge, Maurer, Monter, Robb, and Rubio) and one member voting no (Rainforth).

The memo sent to the planning commission with staff recommendation is attached for review by Council.

### **Alternatives**

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

1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

### **Recommendation**

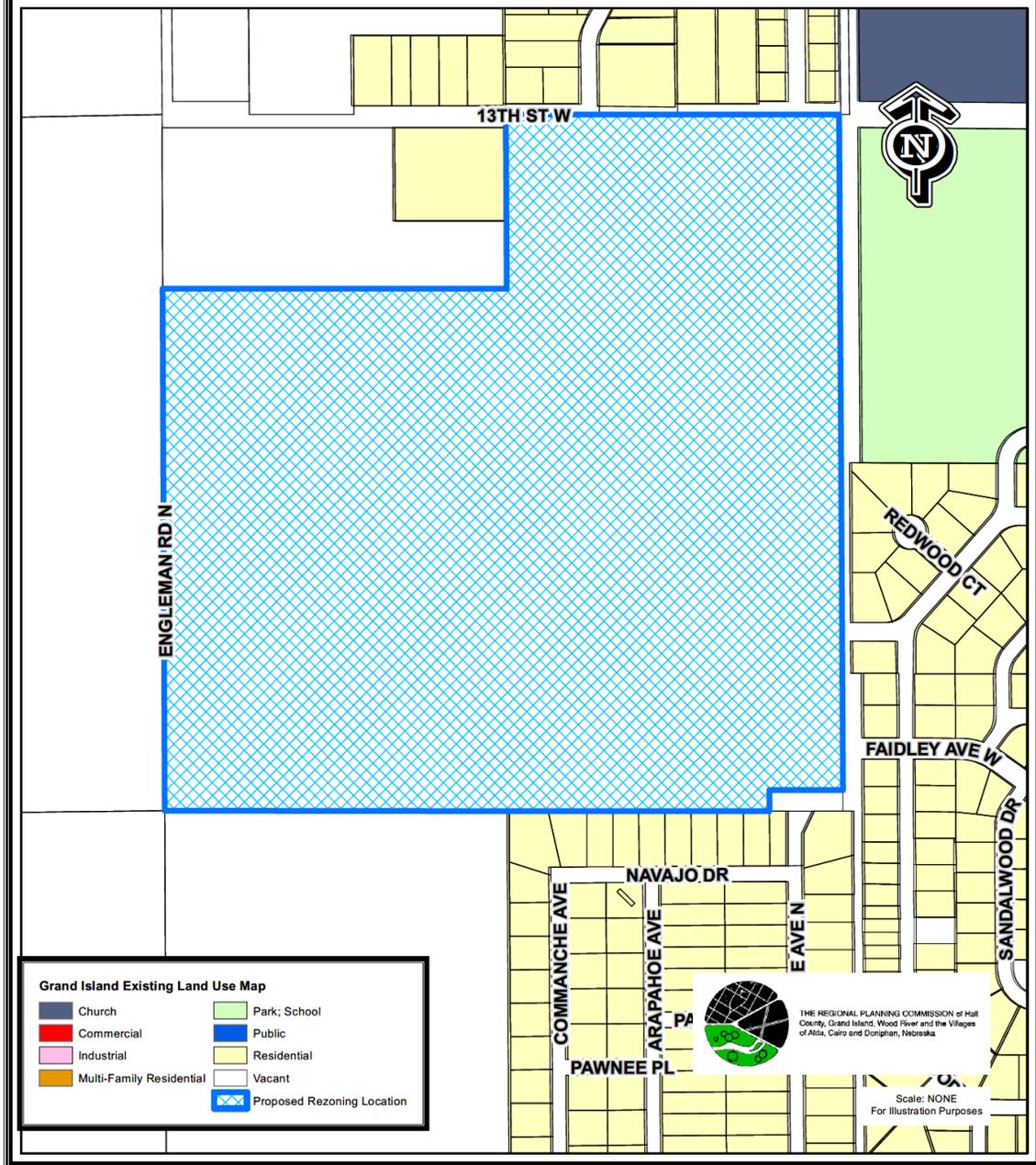
City Administration recommends that the Council approve the proposed changes as recommended.

### **Sample Motion**

Move to approve the ordinance and development plan as presented.

# Proposed Zoning Change Existing Land Use Map

Part of the NW ¼ Section 14, Township 11 north Range 10 west of the 6th P.M., Hall County, Nebraska



**Agenda Item # 5**

**PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING**

**COMMISSION:**

December 18, 2019

**SUBJECT:** *Zoning Change*(C-07-2020GI)

**PROPOSAL:** To rezone tract of land consisting of 137 acres located in the NW ¼ of Section 14 Township 11 range 10 West of the 6th Principal Meridian Hall County, Nebraska from TA: Transitional Agricultural Zone to R1: Suburban Residential Zone. This property is located south of 13th Street, and east of Engleman Road. At this time there is no subdivision proposed for this property

**OVERVIEW:**

**Site Analysis**

- Current zoning designation:* **TA:** Transitional Agricultural Zone
- Permitted and conditional uses:* **TA:** The intent of this zoning district is to provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits both farm and non-farm dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities. The intent of the zoning district also would allow the raising of livestock to a limit and within certain density requirements.
- Comprehensive Plan Designation:* Designated for low to medium density residential uses.
- Existing land uses:* Vacant (Farm-ground)
- Proposed Zoning Designation:* **R1:** Suburban Residential Zone
- Permitted and conditional uses:* **R1:** Residential uses at a density of 4 dwelling units per acre, churches, schools, parks

**Adjacent Properties Analysis**

- Current zoning designations:*
- North: R1:** Suburban Density Residential, **TA:** Transitional Agricultural Zone & **LLR:** Large Lot Residential Zone
- South: TA:** Transitional Agricultural Zone & **LLR:** Large Lot Residential Zone
- East: R1:** Suburban Density Residential & **LLR:** Large Lot Residential Zone

**West: AG-2:** Secondary Agricultural Zone

*Permitted and conditional uses:* **AG-2:** Agricultural operation, residential uses such as single family dwellings, ranch and farm dwellings, recreational camps, parks, playgrounds, churches, and schools.

**LLR:** Residential uses at a density of 2 dwelling units per acre, churches, schools, and parks.

**R1:** Residential uses at a density of 4 dwelling units per acre, churches, schools, and parks.

**TA:** farm and non-farm dwellings at a maximum density of two dwelling units per acre, churches, schools, and parks.

*Comprehensive Plan Designation:* **North:** Designated for low to medium density residential

**East:** Designated for low to medium density residential and public uses

**South:** Designated for low to medium density residential

**West:** Designated for transitional agriculture

*Existing land uses:*

**North:** Single family residential

**South and East:** Single family residential

**West:** Agricultural commercial uses

**EVALUATION:**

**Positive Implications:**

- *Largely Consistent with the City's Comprehensive Land Use Plan: The property is designated for low to medium density residential use.*
- *Accessible to Existing Municipal Infrastructure: City water and sewer services have been extended to serve the rezoning area.*
- *Would provide additional housing: This would provide for more modernized housing stock allowing for more housing choices throughout the community*
- *Monetary Benefit to Applicant: The applicant will be able to develop the property as proposed if the rezoning is permitted.*

**Negative Implications:**

- *The change zoning from TA to R1 will allow for encroachment of urban uses (housing) near an existing feed lot.*

**Other Considerations:**

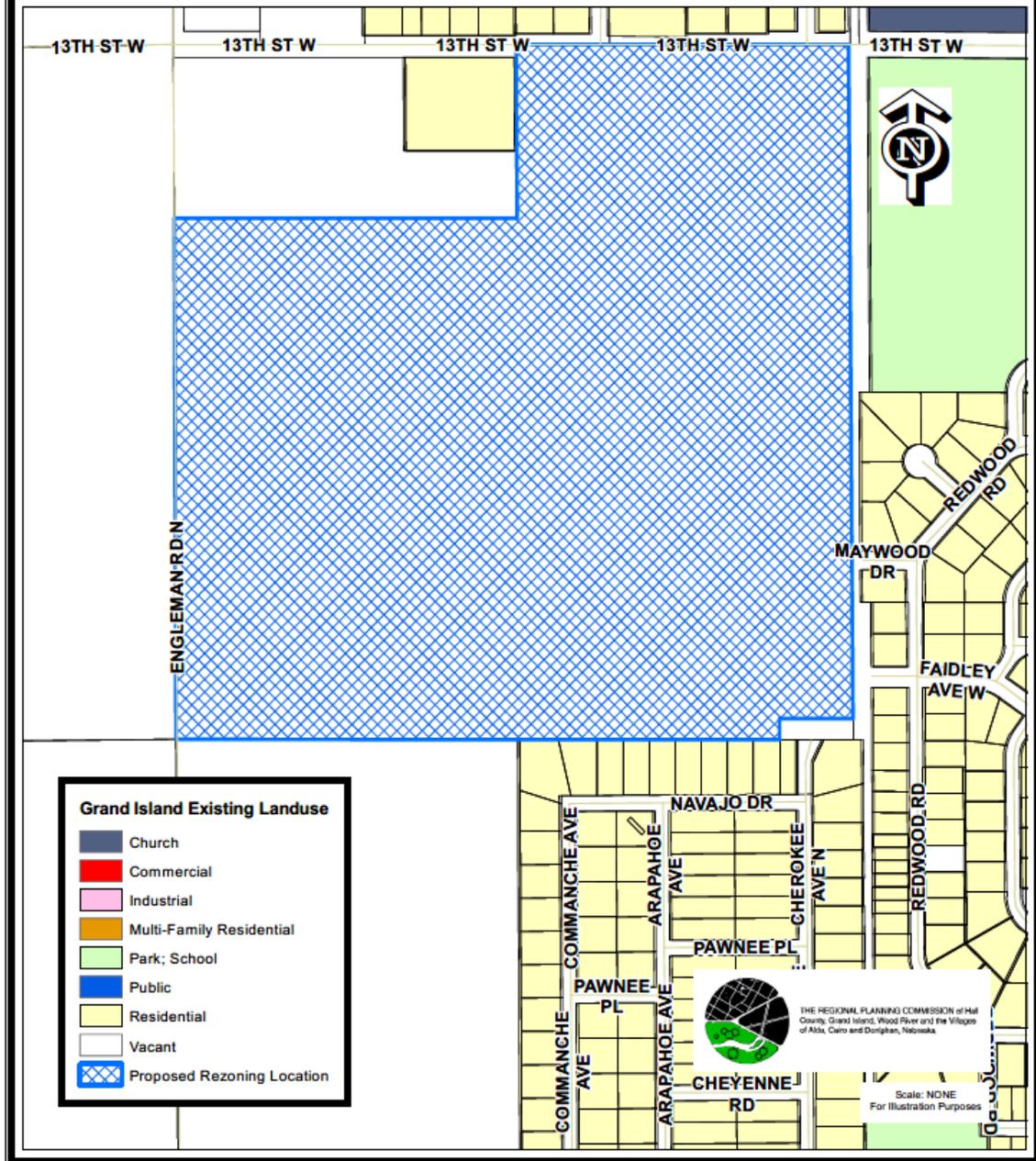
**RECOMMENDATION:**

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from **TA: Transitional Agricultural Zone** to **R1: Suburban Residential Zone**.

\_\_\_\_\_ Chad Nabity AICP, Planning Director

# Proposed Zoning Change Existing Landuse Map

A tract of land located in the NW ¼ of Section 14 Township 11 range 10  
West of the 6th Principal Meridian Hall County, Nebraska.



Grand Island Existing Landuse	
	Church
	Commercial
	Industrial
	Multi-Family Residential
	Park; School
	Public
	Residential
	Vacant
	Proposed Rezoning Location


 THE REGIONAL PLANNING COMMISSION of Hall  
 County, Grand Island, Wood River and the Villages  
 of Albia, Cairo and Doniphan, Nebraska.  
 Scale: NONE  
 For Illustration Purposes

# APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Regional Planning Commission

Check Appropriate Location:

- City of Grand Island and 2 mile zoning jurisdiction
- Alda, Cairo, Doniphan, Wood River and 1 mile zoning jurisdiction
- Hall County

RPC Filing Fee

880

(see reverse side)

plus Municipal Fee\*

\$50.00

\*applicable only in Alda, Doniphan, Wood River

## A. Applicant/Registered Owner Information (please print):

Applicant Name Lechner Family Partnership Phone (h) 308-390-1039 (w) \_\_\_\_\_

Applicant Address 3495 N. Burwick Rd Cairo Ne 68824

Registered Property Owner (if different from applicant) \_\_\_\_\_

Address \_\_\_\_\_ Phone (h) \_\_\_\_\_ (w) \_\_\_\_\_

## B. Description of Land Subject of a Requested Zoning Change:

Property Address \_\_\_\_\_

Legal Description: (provide copy of deed description of property)

Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision Name \_\_\_\_\_, and/or

All/part NW ¼ of Section 14 Twp 11 Rge 10 W6PM 137 acres

## C. Requested Zoning Change:

1. Property Rezoning (yes ) (no )  
(provide a properly scaled map of property to be rezoned)

From TA Transitional AG to R1 Suburban Density Residential

2. Amendment to Specific Section/Text of Zoning Ordinance (yes ) (no )  
(describe nature of requested change to text of Zoning Ordinance)

## D. Reasons in Support of Requested Rezoning or Zoning Ordinance Change:

This is planned for residential development

### NOTE: This application shall not be deemed complete unless the following is provided:

1. Evidence that proper filing fee has been submitted.
2. A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
3. The names, addresses and locations of all property owners immediately adjacent to, or within, 300 feet of the perimeter of the property to be rezoned (if the property is bounded by a street, the 300 feet shall begin across the street from the property to be rezoned).
4. Acknowledgement that the undersigned is/are the owner(s), or person authorized by the owner(s) of record title of any property which is requested to be rezoned:

\*A public hearing will be held for this request\*

Signature of Owner or Authorized Person Marilyn A. Lechner PR Date 12-5-19

Note: Please submit a copy of this application, all attachments plus any applicable municipal filing fee to the appropriate Municipal Clerk's Office. RPC filing fee must be submitted separately to the Hall County Treasurer's Office (unless application is in Grand Island or its 2 mile zoning jurisdiction, then the RPC filing fee must be submitted to the G.I. City Clerk's Office).

Application Deemed Complete by RPC: mo. \_\_\_\_\_ day. \_\_\_\_\_ yr. \_\_\_\_\_ Initial \_\_\_\_\_

RPC form revised 4/30/07



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item E-4

**Public Hearing on Zoning Change located North of Bismark Road, East of Cherry Street from CD- Commercial Development to RD- Residential Development and Commercial Development (GOSAN INC.)**

*Council action will take place under Ordinances item F-6.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** January 28, 2020

**Subject:** Rezone from CD Zone to RD Zone & Amended CD Zone

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

## Background

An application has been made to rezone a portion of Lot 1 Super Bowl Subdivision from Commercial Development Zone (CD) to Residential Development Zone (RD) and amend the current CD zoning district changing the use from Bowling Alley/Family Entertainment Center to Museum and Reception Hall.

## Discussion

At the regular meeting of the Regional Planning Commission, held January 8, 2020 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity stated the Superbowl Subdivision includes 15 acres on the corner of Bismark and Cherry. The proposal is to divide the property into 3 lots. Lot 1 where the bowling alley is will remain commercial zone the use will transition from a bowling alley to a private car museum, reception hall and library. Lot 2 will be designated for development of a single family house the same restrictions as the R2 Zone except that the front yard setback will be 30 feet to match the RD zone buffer yard requirements. Lot 3 is planned for future residential development and all development will be restricted until such time as plan is approved by Council.

*Linna Dee Donaldson*, 1012 E. Oklahoma Grand Island, NE said in 2013 a community garden was started on that property. The Superbowl allowed them to use the land and Cherry Park Apartments watered the garden. Will the Community Garden be able to continue? Donaldson believes it will be a lot more attractive if something was built in the empty field. She also has a concern with the crowding it could cause to Dodge School.

Bob Meyer, 648 East Memorial Drive. Meyer mentioned his concern is the traffic. *John Nikodym*, 1104 E. Oklahoma Ave. Grand Island, NE – John Nikodym mentioned he would not attempt to market Lot 3 for a few years until he’s settled. The Lounge area will be available for Heartland Lutheran School to use for extra activities.

*Ann Miller*, 704 S. Cherry Grand Island, NE. Miller mentioned the traffic is an issue in the area.

O’Neill closed the public hearing.

A motion was made by Ruge and second by Rubio to approve the Superbowl Subdivision zoning change from CD Commercial Development Zone to Amended Commercial Development Zone and RD Residential Development Zone, subdivision name change to Nikodym Subdivision and approve the Preliminary and Final Plat of Nikodym Subdivision.

The motion carried with ten members in favor (Nelson, Allan, O’Neill, Ruge, Maurer, Robb, Rubio, Monter, Rainforth and Kjar) no members voting no.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

### **Alternatives**

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

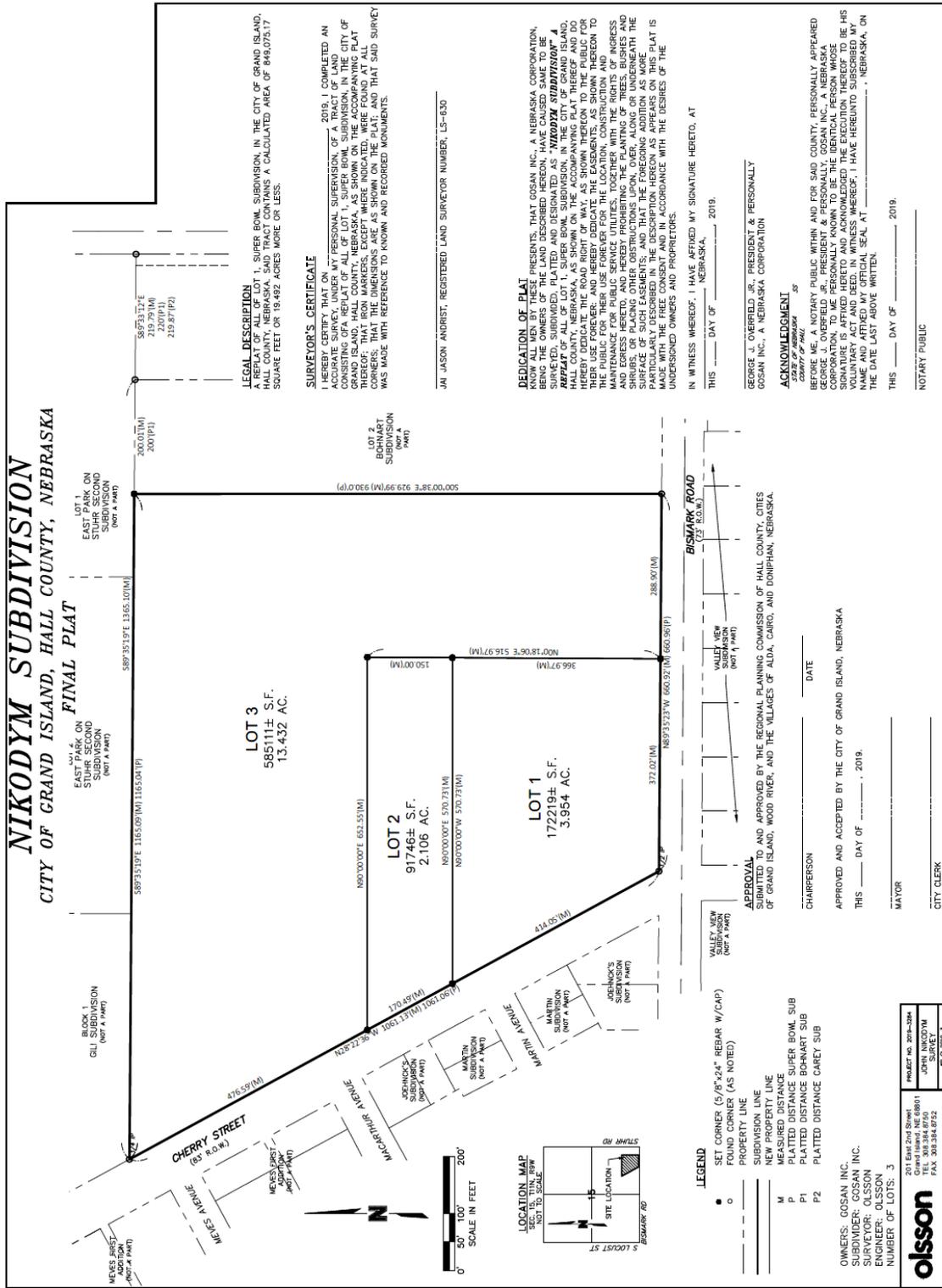
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

### **Recommendation**

City Administration recommends that the Council approve the proposed changes as recommended.

### **Sample Motion**

Move to approve the ordinance and development plan as presented.



DWG: F:\2019\3001-3500\019-3284\40-Dist\Survey\SRV\Sheet\PLAT\_0193284.dwg  
 USER: jandrist  
 DATE: Dec 19, 2019 1:50pm  
 KREFS: V:\XTP0\0193284 V:\RWAY\_0193284

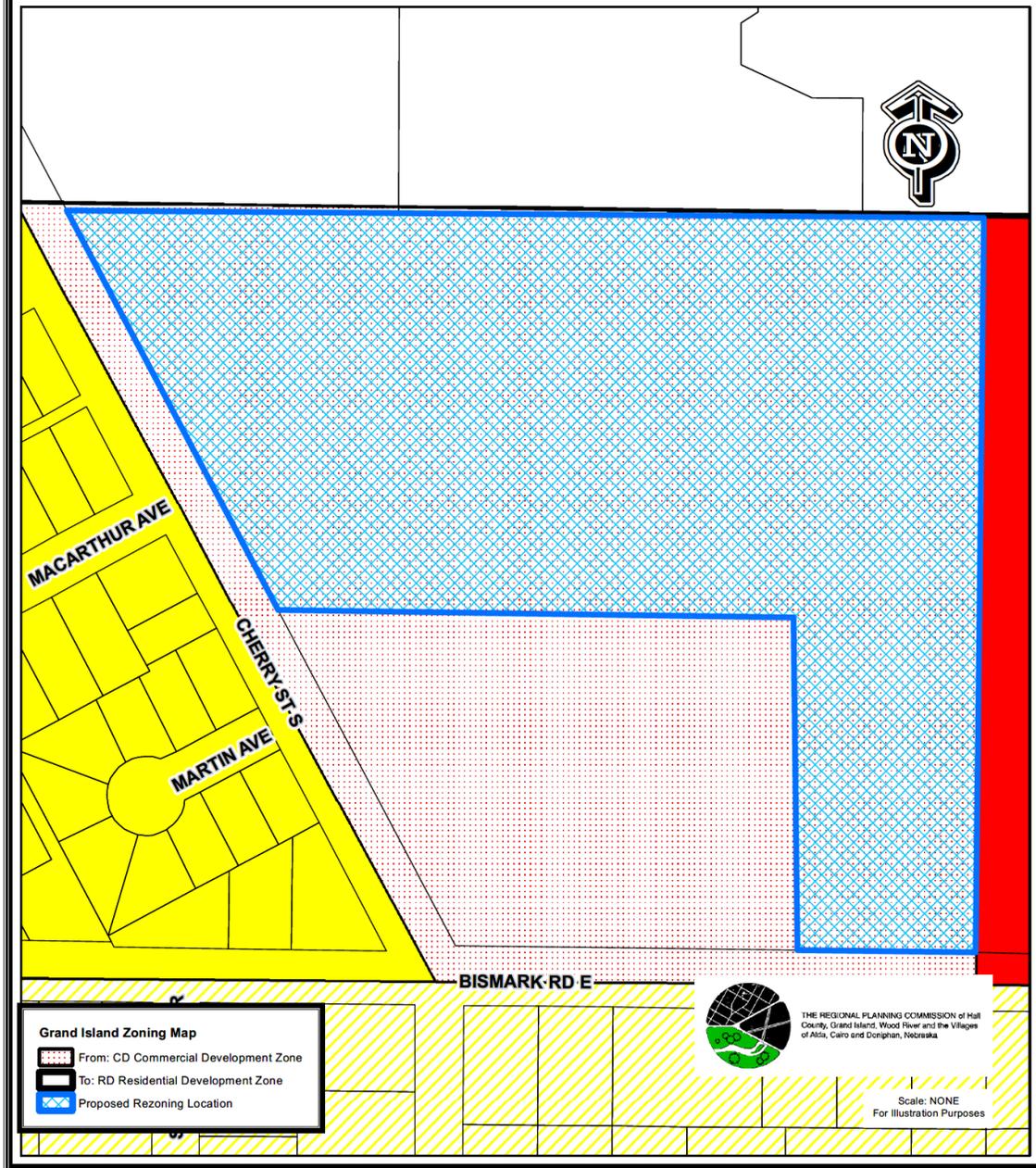
**olsson**

1111 S. 24th Street  
 Grand Island, NE 68801  
 TEL 308.384.6750  
 FAX 308.384.6752

PROJECT NO. 2019-3284  
 JOPH INCELY  
 REG. NO. 00123

# Proposed Zoning Change Location Map

Lot 1 Super Bowl Subdivision in the City of Grand Island, Hall County Nebraska



**Agenda Item # 4**

**PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING**

**COMMISSION:**

December 18, 2019

**SUBJECT:** *Zoning Change*(C-06-2020GI)

**PROPOSAL:** To change a portion of Lot 1 Super Bowl Subdivision from Commercial Development Zone (CD) to Residential Development Zone (RD) and amend the current CD zoning district changing the use from Bowling Alley/Family Entertainment Center to Museum and Reception Hall. The new development will consist of 3 lots. Lot 1 will remained zoned CD, the existing building is to be converted to a car museum and reception hall. Lot 2 will be a single family house, while lot 3 is to be reserved for future development and restricted until such time as approved by Council.

**OVERVIEW:**

**Site Analysis**

*Current zoning designation:*

**CD:** Commercial Development Zone

*Permitted and conditional uses:*

**CD:** The intent of this zoning district is to permit a more flexible regulation of land use so as to more fully implement comprehensive planning for large parcels of land proposed for commercial use. Permitted uses includes and not limited to retail uses, offices, hotels and entertainment uses.

*Comprehensive Plan Designation:*

Designated for future development as a Park or Recreational uses. Commercial and residential uses are planned adjacent to this property.

*Existing land uses:*

Commercial use (bowling alley)

*Proposed Zoning Designation:*

**RD:** Residential Development Zone/  
**Amended CD:** Commercial Development Zone

*Permitted and conditional uses:*

**RD:** The intent of this zoning district is to permit a more flexible regulation of land use, and so as to more fully implement comprehensive planning for large parcels of land proposed predominantly for residential use. Permitted uses includes and not limited to residential uses, community building, and retirement and/or assisted living.

**CD:** The intent of this zoning district is to permit a more flexible regulation of land use so as to more fully implement comprehensive planning for large parcels of land proposed for commercial use.

Permitted uses includes and not limited to retail uses, offices, hotels and entertainment uses.

**Adjacent Properties Analysis**

*Current zoning designations:*

**North: RD** - Residential Development Zone

**South: R1** - Suburban Density Residential

**East: B2** - General Business

**West: R2** - Low Density Residential Zone

*Permitted and conditional uses:*

**RD:** Residential Development Zone – residential uses, community building, and retirement and/or assisted living.

**R1:** Residential uses at a density of 4 dwelling units per acre, churches, schools, parks;

**B2:** Commercial and retail uses including those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre.

**R2:** Residential uses at a density of 14 to 15 dwelling units per acre, churches, schools, parks.

*Comprehensive Plan Designation:*

**North:** Designated for low to medium density residential

**East:** Designated for General Commercial and some low to medium density residential

**South:** Designated for low to medium density residential

**West:** Designated for low to medium density residential

*Existing land uses:*

**North:** Apartments

**South and West:** Single family residential

**East:** Single family residential and commercial development.

**EVALUATION:**

**Positive Implications:**

- *Largely Consistent with the existing land use within the area.*
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services have been extended to serve the rezoning area.
- *Would provide additional housing:* This would provide for more modernized housing allowing for more housing choices throughout the community
- *Monetary Benefit to Applicant:* Would allow the applicant to develop the property that better relates to the existing uses within the area.

- **Negative Implications:**

- *None foreseen:*

**Other Considerations:**

- Will allow for residential uses and may reduce heavy outside traffic within the existing neighborhood.

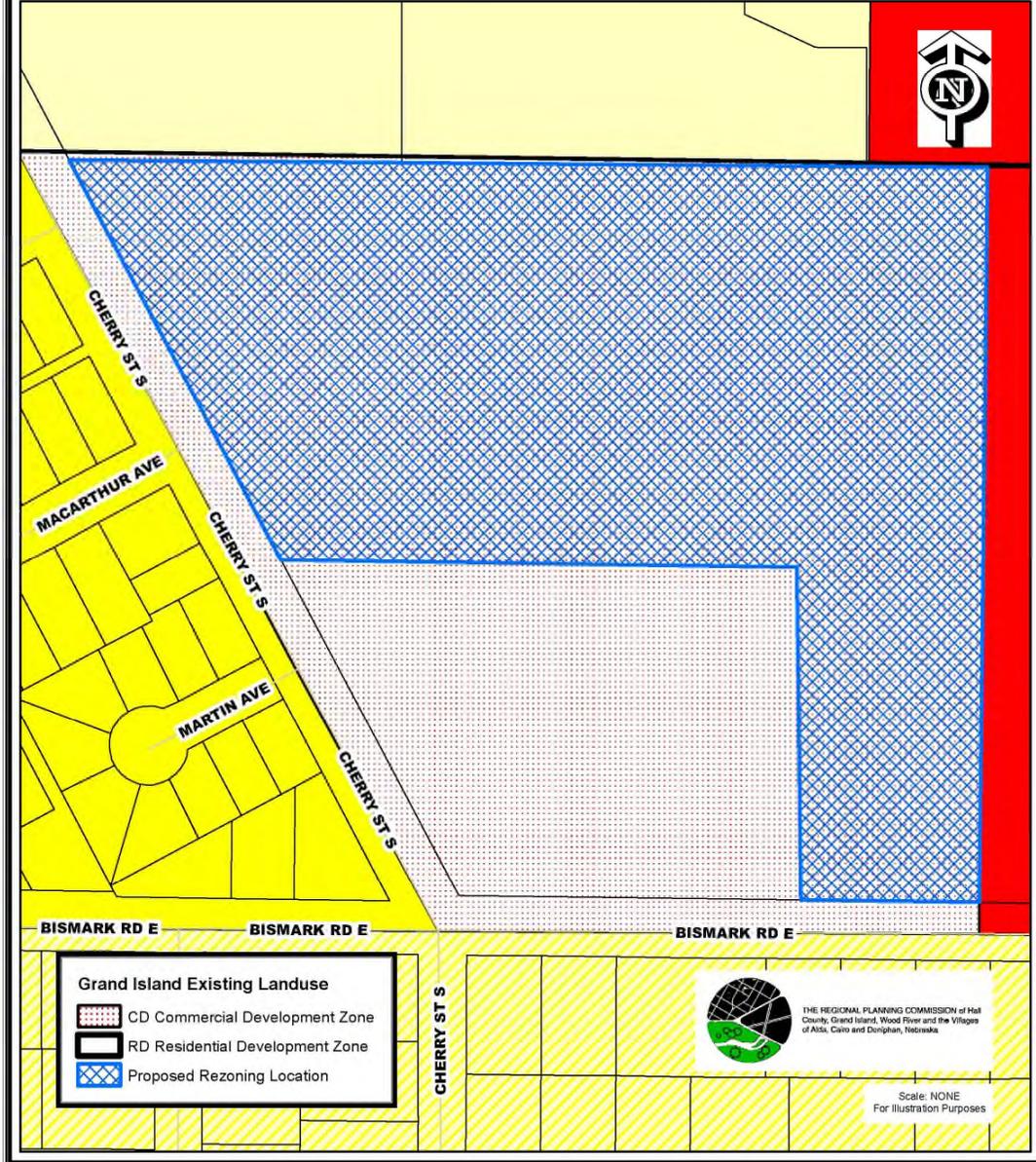
**RECOMMENDATION:**

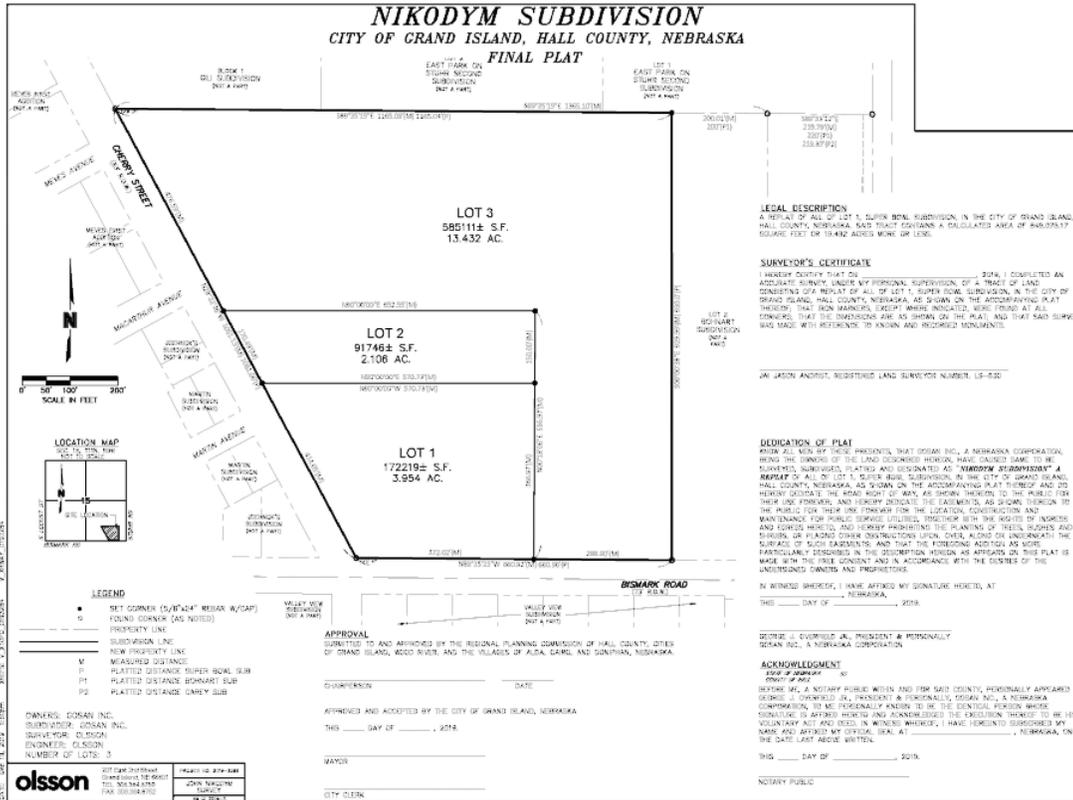
That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from **CD: Commercial Development Zone** to an **RD: Residential Development Zone** by amending the Subdivision Agreement and development plan as shown above and in the attached Exhibit 1.

\_\_\_\_\_ Chad Nability AICP, Planning Director

# Proposed Zoning Change Location Map

Lot 1 Super Bowl Subdivision in the City of Grand Island, Hall County Nebraska





# APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Regional Planning Commission

Check Appropriate Location:

- City of Grand Island and 2 mile zoning jurisdiction  
 Alda, Cairo, Doniphan, Wood River and 1 mile zoning jurisdiction  
 Hall County

RPC Filing Fee \$800

(see reverse side)

plus Municipal Fee\* \$50.00

\*applicable only in Alda, Doniphan, Wood River

## A. Applicant/Registered Owner Information (please print):

Applicant Name GOSAN INC. / John Nikodym Phone (h) 402-746-2248 (w) \_\_\_\_\_

Applicant Address 1111 Hwy 281

Registered Property Owner (if different from applicant) \_\_\_\_\_

Address \_\_\_\_\_ Phone (h) \_\_\_\_\_ (w) \_\_\_\_\_

## B. Description of Land Subject of a Requested Zoning Change:

Property Address PART OF SOUTH 641 CHERRY ST

Legal Description: (provide copy of deed description of property)

Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision Name SUPER BOWL SUB, and/or

All/part \_\_\_\_\_ ¼ of Section \_\_\_\_\_ Twp \_\_\_\_\_ Rge \_\_\_\_\_ W6PM

## C. Requested Zoning Change:

1. Property Rezoning (yes X) (no \_\_\_)  
(provide a properly scaled map of property to be rezoned)

From CD to RD

2. Amendment to Specific Section/Text of Zoning Ordinance (yes \_\_\_) (no \_\_\_)  
(describe nature of requested change to text of Zoning Ordinance)

\_\_\_\_\_  
\_\_\_\_\_

## D. Reasons in Support of Requested Rezoning or Zoning Ordinance Change:

Building a home

\_\_\_\_\_

### NOTE: This application shall not be deemed complete unless the following is provided:

1. Evidence that proper filing fee has been submitted.
2. A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
3. The names, addresses and locations of all property owners immediately adjacent to, or within, 300 feet of the perimeter of the property to be rezoned (if the property is bounded by a street, the 300 feet shall begin across the street from the property to be rezoned).
4. Acknowledgement that the undersigned is/are the owner(s), or person authorized by the owner(s) of record title of any property which is requested to be rezoned:

**\*A public hearing will be held for this request\***

Signature of Owner or Authorized Person Jan Amundson Date 11-15-19

Note: Please submit a copy of this application, all attachments plus any applicable municipal filing fee to the appropriate Municipal Clerk's Office. RPC filing fee must be submitted separately to the Hall County Treasurer's Office (unless application is in Grand Island or its 2 mile zoning jurisdiction, then the RPC filing fee must be submitted to the G.I. City Clerk's Office).

Application Deemed Complete by RPC: mo. \_\_\_ day. \_\_\_ yr. \_\_\_ Initial \_\_\_

RPC form revised 4/30/07



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item E-5

### **Public Hearing on Amending Chapter 36 of the Grand Island City Code regarding Wireless Communications Towers**

*Council action will take place under Ordinances item F-7.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** January 28, 2020

**Subject:** Concerning proposed amendments to Article XI Wireless Communication Towers Section §36-168 to §36-187

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

## Background

The Grand Island Legal Department and Hall County Regional Planning Department have been working with Bob Duchen of River Oaks Communications Corporation in Colorado Springs CO since the fall of 2018. We were aware that the FCC was making changes to rules regarding cell towers specifically those for micro-cell towers located on light poles and other utility poles within the street right-of-way along with changes on requirements for larger towers on private property. As part of that review Mr. Duchen has made suggestions for changes to the Grand Island Zoning Ordinance to update the rules for Macro Cell Towers located on private property.

The Grand Island Legal and Planning Departments along with representatives from Grand Island Utilities, Public Works and Building Departments have reviewed and modified the proposed changes that create a workable environment for Cellular companies wishing to operate in Grand Island to fit Grand Island. The final proposed changes would regulate the placement of macro cell towers located on private property.

## Discussion

The update to the telecommunications section of the City of Grand Island Zoning regulations has been proposed due to new requirements for Macro Cell Towers. All of the proposed regulation changes are compliant with the current FCC Rules and Nebraska State Statute.

The updated regulations for Macro Cell Towers created guideline for location or placement of such towers on private property. Proposed changes were made to enable a clarity within “*Definition*” sub-section of Chapter 36, enhance the application to develop a tower requiring applicants to submit a scaled site plan and a written statement detailing the purpose or use of the macro tower. Additional changes included a sub-section detailing the “*Preferred Tower Locations*” ordered from most-preferred to least-preferred along with a sub-section detailing “*Alternative Sites Analysis*” used when a site of higher priority is not selected.

The attached ordinance will be inserted into Chapter 36 in sections that are currently reserved and the ordinance will be renumbered accordingly.

## **Article XI. Wireless Communication Macro Cell Towers**

### **§36-168. Purpose**

The Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the Act) grants the Federal Communications Commission (FCC) exclusive jurisdiction over certain aspects of telecommunications services. This Article is intended to regulate macro cell towers, telecommunications facilities and antennas in the City in conformance with the Act without prohibiting or tendingintending to prohibit any person from providing wireless telecommunicationscommunications services. Telecommunications facilities, towers and antennas in the City, shall be constructed in a way to protect residential areas and land uses from potential adverse impact of installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers and other antenna support structures rather than the construction of additional single use towers, to avoid potential damage to property caused by towers, telecommunications facilities and antennas by ensuring such structures are soundly and carefully designed, constructed, modified, maintained, repaired and removed when no longer used or are determined to be structurally unsound and to ensure that towers and antennas are compatible with surrounding land uses.

### **§36-169. Definitions**

As used in this Article, the following terms shall have the following meanings:

Antenna means a device, designed and intended for transmittingcommunications equipment that transmits or receiving television,receives electromagnetic radio, or microwave frequency signals, direct satellite service (including direct-to-home satellite service), and/or video programming used in providing wireless services via multipoint distribution services..

Antenna Support Structure means any building or structure other than a tower which can be used for the location of telecommunications facilities.

Applicant means any person that applies for a Tower Development Permit.

Application means a process by which the owner of a tract of land within the zoning jurisdiction of the City submits a request to develop, construct, modify, or operate a tower upon such tract of land.\_ The term application includes all written documentation, verbal statements, and representations, in whatever form or forum, made by an applicant to the City concerning such request.

Conforming Commercial Earth Station means a satellite dish which is two meters or less in diameter and is located in an area where commercial or industrial uses are generally permitted under this code.

Engineer means any engineer qualified and licensed by any state or territorythe State of the United States of America. Nebraska.

Owner means any person owning personal property, or real property with fee simple title or a leasehold exceeding (ten) 10 years in duration to any tract of land within the zoning jurisdiction of the City who desires to develop, construct, modify, or operate a tower upon such tract of land.

Person Any natural person, firm, means an individual, a corporation, a limited liability company, a partnership, an association, corporation, company, a trust, or any other legal entity, private or public, whether for profit or not for profitorganization.

Satellite Dish Antenna means an antenna consisting of a radiation element intended for transmitting or receiving television, radio, microwave, or radiation signals and supported by a structure with or without a reflective component to the radiating dish, usually circular in shape.

Stealth means any telecommunications facility, tower, or antenna which is designed to enhance compatibility with adjacent land uses, including, but not limited to, architecturally screened roof-mounted antennas, antennas integrated into architectural elements, and towers designed to look other than like a tower such as light poles, power poles and trees.

Telecommunications Facilities means any cables, wires, lines, waive guides, antennas, or any other equipment or facilities associated with the transmission or reception of communications signals which a person seeks to

locate or has installed upon or near a tower or antenna support structure. However, telecommunications facilities shall not include:

(1) Any Conforming Commercial Earth Station antenna satellite dish two (2) meters in diameter or less which is located on real estate zoned AG, TA, RO, B1, B2, B3, M1, M2, M3 and ME.

(2) Any earth station antenna or satellite dish antenna of one (1) meter or less in diameter, regardless of the zoning applicable to the location of the antenna satellite dish.

Tower means a self-supporting lattice, guyed, or monopole structure which supports Telecommunications Facilities. The term Tower shall not include non-commercial amateur radio operators equipment as licensed by the FCC or a structure supporting an earth station antenna serving residential premises or dwelling units exclusively.

Tower Development Permit means a permit issued by the City upon approval by the Mayor and City Council of an application to develop a tower within the zoning jurisdiction of the City; which permit shall continue in full force and effect for so long as the tower to which it applies conforms to this Article. Upon issuance, a Tower Development Permit shall be deemed to run with the land during the permit's duration and may be transferred, conveyed and assigned by the applicant to assigns assignees and successors-in-interest.

Tower Owner means any person with an ownership interest of any nature in a proposed or existing tower following the issuance of a Tower Development Permit.

All terms in this Article which are not specifically defined herein shall be construed in accordance with the Communications Act of 1934, the Telecommunications Act of 1996 and the Orders, Rules and Regulations of the Federal Communications Commission (FCC).

### **§36-170. Location Of Towers and, Construction Standards and Collocation**

(A) Towers shall be permitted conditional uses of land in only those zoning districts where specifically listed and authorized in this code.

(B) No person shall develop, construct, modify or operate a tower upon any tract of land within the zoning jurisdiction of the City prior to approval of its application for a Tower Development Permit by the Mayor and City Council and issuance of the permit by the City. Applicants shall submit their application for a Tower Development Permit to the Building Department in triplicate and shall pay a filing fee in accordance with the City of Grand Island Fee Schedule.

(C) All towers, telecommunications facilities and antennas on which construction is commenced within the zoning jurisdiction of the City after February 1, 1998 \_\_\_\_\_, 2020, shall conform to the Building Code and all other construction standards set forth in the City Code, federal and state law, and applicable American National Standards Institute (ANSI) Industry standards. Upon completion of construction of a tower and prior to the commencement of use, an engineer's certification that the tower is structurally sound and in conformance with all of the aforementioned applicable regulatory standards shall be filed with the Building Department.

(D) It is the policy of the City to minimize the number of towers and to encourage the collocation of antennas of more than one wireless services provider on a single tower.

### **§36-171. Application To Develop A Tower**

Prior to commencement of development or construction of a tower, an application shall be submitted in triplicate to the Building Department for a Tower Development Permit and shall include the following:

(A) The name, address and telephone number of the owner and if applicable, the lessee of the tract of land upon which the tower is to be located. Applicants shall include the owner of the tract of land and all persons having an ownership interest in the proposed tower. The application shall be executed by all applicants.

(B) The legal description and address of the tract of land on which the tower is to be located.

(C) The names, addresses and telephone numbers of all owners of other towers or useable antenna support structures within a one (1) mile radius of the location of the proposed tower, including publicly and privately owned towers or structures.

(D) An affidavit attesting to the fact that the applicant has made diligent but unsuccessful efforts to obtain permission to install or collocate the applicant's telecommunications facilities on a tower or useable antenna support structure within a one (1) mile radius of the proposed tower location or written technical evidence from an engineer that the applicant's telecommunications facilities cannot be installed or collocated on another tower or useable antenna support structure within a one (1) mile radius of the proposed tower location.

(E) Written technical evidence from an engineer that the proposed tower will meet the Building Code, all other construction standards set forth by the City Code and federal and state law and applicable ANSI Industry standards.

(F) Color photo simulations showing the proposed location of the tower with a photo-realistic representation of the proposed tower as it would appear viewed from the nearest residential zoned property and nearest roadway, street or highway.

(G) A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning district, adjacent land uses and zoning districts (including when adjacent to other municipalities or the County), adjacent roadways, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, landscaping, fencing, and finished color, method of camouflage and illumination, parking, utility runs and other information deemed necessary to assess compliance with this Article.

(H) A clear and complete written statement of purpose which shall minimally include: (a) a description of the objective to be achieved; (b) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (c) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Nebraska-licensed professional engineer.

(I) Descriptions and diagrams of the proposed tower, telecommunications facilities and/or antenna antennas, manufacturer's literature, appurtenances such as buildings, driveway, parking area and fences or other security enclosures with sufficient detail to allow persons reviewing the application to understand the kind and nature of the proposed facility.

(HJ) An application for a building permit pursuant to Chapter 8 of the City Code.

### **§36-172. Tower Development Permit, Procedure and Factors**

After receipt of an application for a Tower Development Permit, the City Clerk shall schedule a public hearing before the City Council to consider such application. Notice of such application shall be placed in a newspaper of general circulation in the City at least one (1) time ten (10) days prior to such hearing. In addition to the publication, the City Clerk shall cause a notice to be posted in a conspicuous place on the property on which action is pending. Such notice shall be not less than eighteen (18) inches in height and twenty four (24) inches in width with a white or yellow background and black letters not less than one and one-half (1½) inches in height. Such posted notice shall be so placed upon the premises so that it is easily visible from the street nearest the same and shall be so posted at least ten (10) days prior to the date of such hearing. It shall be unlawful for anyone to remove, mutilate, destroy, or change such posted notice prior to such hearing. Any person so doing shall be deemed guilty of a misdemeanor. The public hearing shall be held at which all interested parties shall be heard. The City Council may approve a Tower Development Permit as requested in the pending application with any conditions or safeguards it deems reasonable and appropriate based upon the application and/or input received at the public hearing or deny the application. In all zoning districts in which towers are a permitted conditional use of land, the Tower Development Permit shall be deemed a conditional use permit for said tract of land.

### **§36-173. Preferred Tower Locations**

(A) All new towers are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (5):

- (1) manufacturing zones;
- (2) commercial zones;
- (3) other non-residential zoning districts;
- (4) parcels of land in residential zoning districts;
- (5) designated historic districts.

(B) The applicant for a tower shall address these preferences in an alternative sites analysis prepared pursuant to §36-174 below.

#### **§36-174. Alternative Sites Analysis**

(A) For a tower, the applicant must address the City's preferred tower locations with a detailed explanation justifying why a site of higher priority was not selected. The City's tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

(B) A complete alternative sites analysis provided under this subsection may include less than three (3) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least three (3) potentially available, higher ranked, alternative sites.

(C) For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives the applicant will provide (a) a description of its objective, whether it be to address a deficiency in coverage or capacity; (b) detailed maps or other exhibits with clear and concise Radio Frequency ("RF") data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

#### **§36-175. Setbacks and Separation or Buffer Requirements**

(A) All towers up to fifty (50) feet in height shall be set back on all sides a distance equal to the underlying setback requirement in the applicable zoning district. Towers in excess of fifty (50) feet in height shall be set back one additional foot for each foot of tower height in excess of fifty (50) feet, except where such setback is from property owned, controlled and/or maintained by the City of Grand Island and the City Council finds in granting the permit that reducing such additional setback will not cause harm to the intended use of the public property. The height of a tower shall be measured from the grade at the foot of the base pad to the top of any telecommunications facilities or antennas attached thereto. Setback requirements shall be measured from the base of the tower to the property line of the tract of land on which it is located.

(B) Towers exceeding one hundred (100) feet in height may not be located in any residential zoned district and must be separated from all residential zoned land and occupied structures other than those utilized by the tower owner, by a minimum of two hundred (200) feet or one hundred percent (100%) of the height of the proposed tower, whichever is greater.

(C) Towers of one hundred (100) feet or less in height may be located in residential zoned districts provided said tower is separated from any residential structure, school, church, and/or occupied structures other than those utilized by the tower owner, by a minimum of one hundred percent (100%) of the height of the proposed tower.

(D) Towers must meet the following minimum separation requirements from other towers:

(1) Monopole tower structures shall be separated from all other towers, whether monopole, self-supporting lattice, or guyed, by a minimum of seven hundred fifty (750) feet.

(2) Self-supporting lattice or guyed towers shall be separated from all other self-supporting or guyed towers by a minimum of one thousand five hundred (1,500) feet.

Amended by Ordinance No. 9222, effective 06-16-09

#### **§36-174. Structural Standards for Towers Adopted**

The *Structural Standards For Steel Antenna Towers And Antenna Supporting Structures*, 1991 Edition (ANSI/EIA/TIA 222-E-1991) is hereby adopted, together with any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the City Code.

#### **§36-176.**

#### **§36-175. Illumination and Security Fences**

(A) Towers shall not be artificially lighted except as required by the Federal Aviation Administration (FAA). In

cases where there are residential zoned properties located within a distance of 300% of the height of the tower, any tower subject to this Article shall be equipped with dual mode lighting that minimizes its effect on residential zoned properties.

(B) All self-supporting lattice or guyed towers shall be enclosed within a security fence or other structure designed to preclude unauthorized access. Monopole towers shall be designed and constructed in a manner which will preclude to the extent practical, unauthorized climbing of said structure.

**§36-176177. Exterior Finish**

**, Notice, Signs and Visual Impact**

(A) Exterior Finish. Towers not requiring FAA painting or marking shall have an exterior finish which enhances compatibility with adjacent land uses, subject to review and approval by the City Council as part of the application approval process. All towers which must be approved as a conditional use shall be of stealth design unless stealth features are impractical or the cost of such features represents an undue burden on the applicant.

(B) Notice. For purposes of this Article, any Tower Development Permit shall require notice to surrounding property owners located within two hundred (200) feet of the legal boundary of the real property where the tower is to be located. An applicant or its designee shall provide this list to the City.

(C) Signs. No tower may bear any signage or advertisement(s) other than signage required by law or expressly permitted or required by the City.

(D) Visual Impact. All towers are encouraged to be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the tower.

**§36-177178. Landscaping**

All tracts of land on which towers, antenna support structures, telecommunications facilities and/or antennas are located shall be subject to the landscaping requirements of the City Code.

**§36-178179. Maintenance, Repair or Modification of Existing Towers**

All towers constructed or under construction on February 1, 1998 may continue in existence as a non-conforming structure and may be maintained or repaired without complying with any of the requirements of this Article. Nonconforming structures or uses may not be enlarged or the degree of nonconformance increased without complying with this Article, including applying for and obtaining a Tower Development Permit. Any modification or reconstruction of a tower constructed or under construction on after February 1, 1998, shall require compliance with the requirements of this Article including applying for and obtaining a Tower Development Permit. Said application shall describe and specify all items which do not comply with this Article and may request, subject to approval by the Mayor and City Council, an exemption from compliance as a condition of the Tower Development Permit.

**§36-179180. Inspections**

(A) The City reserves the right to conduct an inspection of towers, antenna support structures, telecommunications facilities and antennas upon reasonable notice to the tower owner or operator to determine compliance with this Article and to prevent structural and equipment failures and accidents which may cause damage, injuries or nuisances to the public. Inspections may be made to determine compliance with the Building Code and any other construction standards set forth in the City Code, federal and state law or applicable ANSI Industry standards.

(B) If, upon inspection, the City concludes that a tower, antenna support structure, telecommunications facilities or antennas fail to comply with codes or standards and constitute a danger to persons or property, then upon written notice being provided to the owner, the owner shall have sixty (60) days to bring such into compliance with the codes and standards. Failure to bring such into compliance within said sixty (60) days shall constitute grounds for removal at the owner's expense.

**§36-180181. Maintenance**

The towers, antenna support structures, telecommunications facilities and antennas shall at all times be kept and maintained in good condition, order and repair so that the same does not constitute a nuisance to or a danger to the life or property of any person or the public.

**§36-181182. Abandonment**

If any tower shall cease to be used for a period of three hundred sixty-five (365) consecutive days, the Building Department shall notify the tower owner that the site will be subject to a determination by the Building Department Director that the site has been abandoned. Upon issuance of a Notice to Show Cause by the Building Department Director, the tower owner shall have thirty (30) days to show by a preponderance of the evidence that the tower has been in use or under repair during the period of apparent abandonment. In the event the tower owner fails to show that the tower has been in use or under repair during the relevant period, the Building Department Director shall issue a final determination of abandonment of the site and the tower owner shall have seventy five (75) days thereafter to dismantle and move the tower. In the event the tower is not dismantled and removed, the tower shall be declared a public nuisance by the Building Department Director, or his/her designee and a written request shall be directed to the City Attorney to proceed to abate said public nuisance pursuant to §20-15 of the Grand Island City Code, and charge the costs thereof against the real estate on which the tower is located or the owner of record of the said real estate.

**§36-183. Certificate of Completion, Compliance and Appearance**

(A) A certificate of completion will only be granted upon satisfactory evidence that the tower was installed in substantial compliance with the approved plans and photo simulations.

(B) If it is found that the tower does not substantially comply with the approved plans and photo simulations, the applicant shall make any and all such changes required to bring the tower into compliance promptly.

(C) The site and tower, including all landscaping, fencing and related transmission equipment must be maintained at all times in a neat and clean manner and in accordance with all approved plans.

(D) All graffiti at a tower site must be removed at the sole expense of the permittee after notification by the City to the owner or operator of the tower.

(E) If any FCC, State or other governmental license or any other governmental approval to provide communication services is ever revoked as to any tower site permitted or authorized by the City, the permittee must inform the City of the revocation within thirty (30) days of receiving notice of such revocation.

**§36-184182. Satellite Dish Antennas, Regulation**

**Regulations**

After February 1, 1998, installation of satellite dish antennas shall be permitted within the zoning jurisdiction of the City of Grand Island only upon compliance with the following criteria:

(A) In residential zoned districts, satellite dish antennas may not exceed a diameter of ten (10) feet.

(B)

(A) Single family residences may not have more than one (1) satellite dish antenna.

(CB) Multiple family residences with ten or less dwelling units may have no more than one (1) satellite dish antenna. . Multiple family residences with more than ten (10) dwelling units may have no more than two (2) satellite dish antennas.

(DC) In residential zoning districts, a satellite dish antennas shall not be installed in the required front yard setback area or side yard setback area.

(ED) All satellite dish antennas installed within the zoning jurisdiction of the City after February 1, 1998, shall be of a neutral color such as black, gray, brown, or such other color as will blend with the surrounding dominant color in order to camouflage the antennadish.

**§36-183185. Severability**

If any clause, section, or any other part of this Article shall be held invalid or unconstitutional by any court

of competent jurisdiction, the remainder of this Article shall not be affected thereby, but shall remain in full force and effect.

**§36-186.**

**Conflicts**

These Macro Cell Towers regulations are in addition to other regulations in the City Code. In case of a conflict between regulations, the more restrictive shall apply.

**§36-184. Reserved**

**§36-185. Reserved**

**§36-186. Reserved**

**§36-187. Reserved**

**From the January 8, 2020 Regional Planning Commission Meeting Minutes:**

**Public Hearing – Regulation Change: Chapter 36 of the Grand Island City Code Article XI Wireless Communications Tower** – Consideration of proposed changes to Chapter 36 sections 168 to 187 regarding regulations for wireless communications towers.

O’Neill opened the public hearing.

Nabity explained this is an update the telecommunications section of the City of Grand Island Zoning regulations. There have been a number of changes to the federal requirements in the last few years. Mr. Duchen, an attorney with River Oaks Communications Corporation, made suggestions for changes to the Grand Island Zoning Ordinance to update regulations for Macro Cell Towers on private property. All of the proposed regulation changes are compliant with the current FCC Rules and Nebraska State Statue.

O’Neill closed the public hearing.

A motion was made by Robb and second by Allan to approve the regulation change to Chapter 36 of the Grand Island City Code Article XI Wireless Communications Tower.

The motion was carried with nine members voting in favor (Nelson, Allan, O’Neill, Ruge, Maurer, Monter, Robb, Rainforth and Rubio) and no members voting no.

**Alternatives**

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

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

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

### **Recommendation**

City Administration recommends that the Council approve the proposed changes as presented.

### **Sample Motion**

Move to approve as recommended.



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item E-6

### **Public Hearing on Acquisition of Utility Easement - 3020 West 14th Street - Van Hoosen & Stubbs**

*Council action will take place under Ordinances item G-7.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** January 28, 2020

**Subject:** Acquisition of Utility Easement – 3020 West 14<sup>th</sup> Street –  
Van Hoosen & Stubbs

**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 Alex Van Hoosen and Kaeli Stubbs, located through a part of the west half (W ½) of Lot Twelve (12), of Island Acres, an addition to City of Grand Island, Hall County, Nebraska (3020 West 14<sup>th</sup> Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The Utilities Department will be upgrading the overhead power lines between 14<sup>th</sup> and 15<sup>th</sup> Street from Webb Road to Piper Street. Two new service poles will be relocated to accommodate electric service to three customers at 14<sup>th</sup> and Piper Streets. The new service poles will be located along the east property line of 3020 West 14<sup>th</sup> Street. 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:

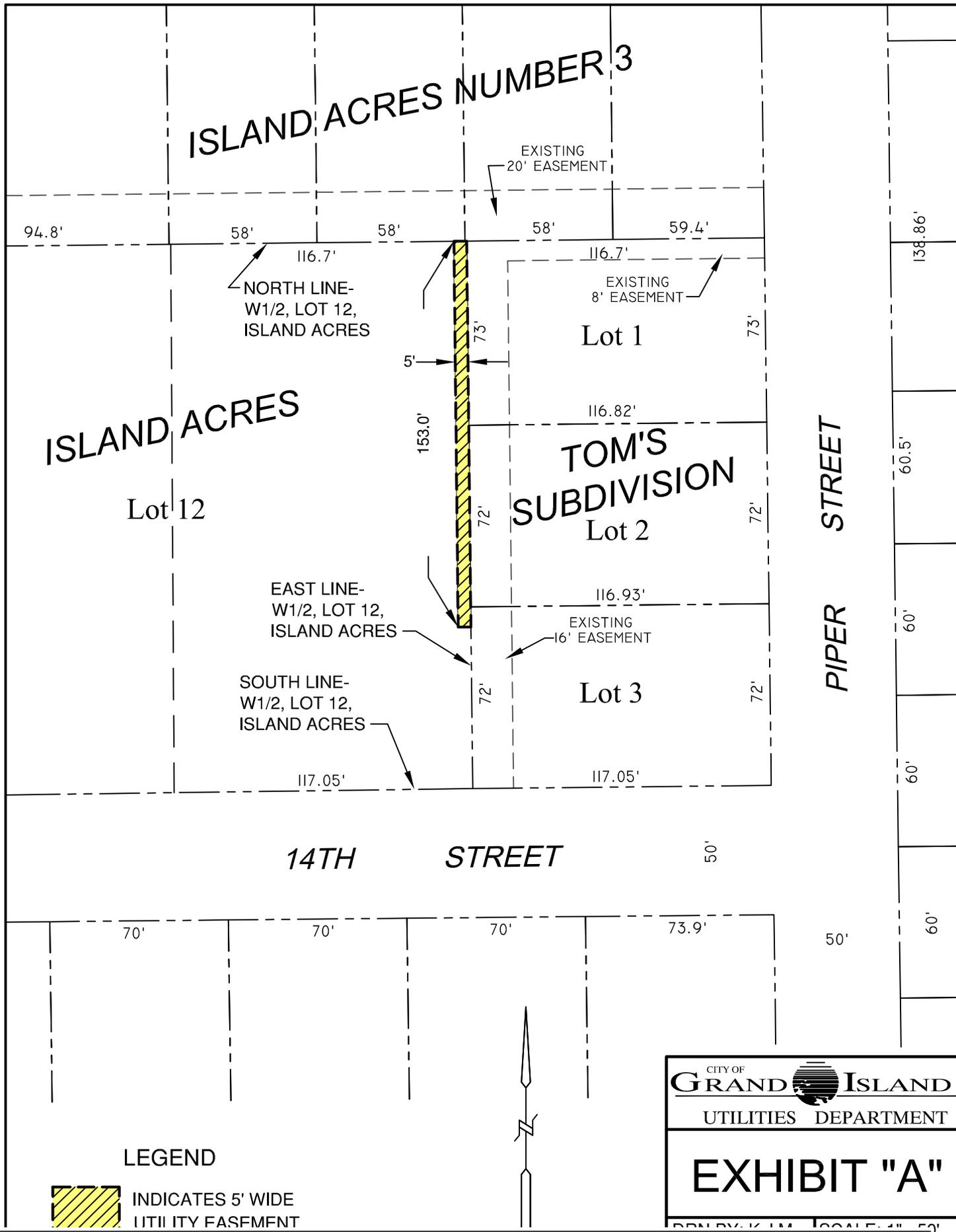
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **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.





# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item F-1

**#9755 - Consideration of Creation of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivision**

Staff Contact: John Collins PE - Public Works Director

# Council Agenda Memo

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

**Meeting:** January 28, 2020

**Subject:** Consideration of Creation of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivision

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

## Background

The Engineering Division of the Public Works Department received a petition for creation of a Sanitary Sewer District to serve the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park.

## Discussion

If the district is created, a notice will be mailed to all affected property owners, a 30-day protest period allowed and an open house meeting held to review the project with property owners. The Public Works Department recommends that the assessments for the district be spread equally across the lots in the district with a ten (10) year repayment schedule.

## 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 creation of Sanitary Sewer District No. 543.

## Sample Motion

Move to approve the resolution.

ORDINANCE NO. 9755

An ordinance creating Sanitary Sewer District No. 544 of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; assessing the costs of such improvements; providing for certification to the Register of Deeds; and providing for publication and the effective date of this ordinance.

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

SECTION 1. Sanitary Sewer District No. 544 is hereby created for the construction of an 8” inch gravity sanitary sewer system within Ellington Pointe Subdivision and a portion of Westwood Park Subdivision all within the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 1, HANOVER 2<sup>ND</sup> SUBDIVISION, THENCE CONTINUING SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE EAST LINE OF LOT 1, HANOVER 2<sup>ND</sup> SUBDIVISION TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2, OF ELLINGTON POINTE SUBDIVISION THENCE CONTINUING SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE AND THE EAST LINE OF LOTS 1, AND 2, BLOCK 2, AND LOT 1, BLOCK 1 AND OUTLOT A ELLINGTON POINTE SUBDIVISION TO THE SOUTHEAST CORNER OF OUTLOT A, OF ELLINGTON POINTE SUBDIVISION, AND THE NORTHEAST CORNER OF LOT 1, WESTWOOD PARK SUBDIVISION, THENCE SOUTHERLY ON THE EAST LINE OF LOTS 1,45,46,47 AND AN EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 47, THENCE EASTERLY ON AN EXTENSION OF THE SOUTH LINE OF SAID LOT 47, WESTWOOD PARK SUBDIVISION TO A POINT 33’ WEST OF THE EAST LINE OF SECTION 14-11-10 SAID

Approved as to Form	□ _____
January 24, 2020	□ City Attorney

ORDINANCE NO. 9755(Cont.)

POINT BEING ON THE WEST LINE OF NORTH ROAD, THENCE SOUTH ON THE WEST LINE OF NORTH ROAD FOR A DISTANCE OF 300', THENCE WESTERLY ON A LINE SOUTH OF AN PARALLEL TO THE SOUTH LINE OF LOTS 42 & 47, WESTWOOD PARK SUBDIVISION FOR A DISTANCE OF 300', THENCE NORTHERLY ON A LINE 300' WEST OF AND PARALLEL TO THE WEST LINE OF NORTH ROAD FOR A DISTANCE OF 300' TO THE SOUTH LINE OF LOT 42, WESTWOOD PARK SUBDIVISION, THENCE WESTERLY ON THE SOUTHERLY LINE OF LOTS 41 & 42, WESTWOOD PARK SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID LOT 41, WESTWOOD PARK SUBDIVISION, SAID POINT BEING ON THE EAST LINE OF LOT 36, WESTWOOD PARK SUBDIVISION, THENCE SOUTHERLY ON THE EAST LINE OF LOTS 33, 34, 35, & 36, WESTWOOD PARK SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 33, WESTWOOD PARK SUBDIVISION, THENCE WESTERLY ON THE SOUTH LINE OF LOT 33, WESTWOOD PARK SUBDIVISION, THENCE WEST ON SOUTH LINE OF LOT 33, WESTWOOD PARK SUBDIVISION TO THE SOUTHEAST CORNER OF LO33, WESTWOOD PARK SUBDIVISION, THENCE ON A EXTENSION OF SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 12, WESTWOOD PARK SUBDIVISION, THENCE CONTINUING ON THE SOUTH LINE FOR LOT 12, WESTWOOD PARK SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 12, WESTWOOD PARK SUBDIVISION, THENCE NORTHERLY ON THE WEST LINE OF LOT 12, WESTWOOD PARK SUBDIVISION, TO THE NORTHWEST CORNER OF LOT 12, WESTWOOD PARK SUBDIVISION, THENCE EAST ON THE NORTH LINE OF LOT 12, WESTWOOD PARK SUBDIVISION, TO THE SOUTHWEST CORNER OF LOT 11, WESTWOOD PARK SUBDIVISION, THENCE NORTHERLY ON THE WEST LINE OF LOT 10 & 11, AND AN EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 10, WESTWOOD PARK SUBDIVISION, THENCE EAST ON THE NORTH LINE OF LOT 10, WESTWOOD PARK SUBDIVISION, TO THE WEST LINE OF SWEETWOOD DRIVE, THENCE NORTH ON THE WEST LINE OF SWEETWOOD DRIVE, TO THE NORTH LINE OF DRIFTWOOD DRIVE, THENCE EAST ON THE NORTH LINE OF DRIFTWOOD DRIVE TO THE SOUTHWEST CORNER OF LOT 7, WESTWOOD PARK SUBDIVISION, THENCE NORTH ON THE WEST LINE OF LOT 7, WESTWOOD PARK SUBDIVISION TO THE NORTH LINE OF WESTWOOD PARK SUBDIVISION, THENCE EASTERLY ON THE NORTH LINE OF WESTWOOD PARK SUBDIVISION TO A POINT EXTENDED FROM THE NORTHWEST CORNER OF LOT 6 WESTWOOD PARK SUBDIVISION A DISTANCE OF 7.75' FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 1 ELLINGTON POINTE SUBDIVISION THENCE NORTHLY ON THE WEST LINE OF SAID LOT 7 TO THE NORTHWEST OF LOT 7, BLOCK 1 ELLINGTON POINTE SUBDIVISION; THENCE CONTINUING NORTHERLY ON THE SAID WEST LINE EXTENDED A DISTANCE OF 64' FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 4 ELLINGTON POINTE SUBDIVISION; THENCE CONTINUING NORTHERLY ON THE WEST LINE OF LOTS 1 ,2,3,4, & 5, BLOCK 4 TO NORTHWEST CORNER OF LOT 1, BLOCK 4, THENCE CONTINUING ON SAME SAID LINE EXTENDED A DISTANCE OF 64' FEET TO THE SOUTHWEST CORNER OF LOT 18, BLOCK 2, THENCE CONTINUING NORTHERLY ON THE WEST LINE OF SAID LOT 18, BLOCK 2, TO THE NORTHWEST CORNER OF SAID LOT 18, BLK 2 ELLINGTON POINTE SUBDIVISION, THENCE EASTERLY ON THE NORTH LINE OF LOTS 12,13, 14, 15, 16, 17, & 18, BLOCK 2, ELLINGTON POINTE SUBDIVISION TO THE NORTHEAST CORNER OF LOT 12, BLOCK 2, ELLINGTON POINTE SUBDIVISION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 12, BLOCK 2 ELLINGTON POINTE SUBDIVISION, A DISTANCE OF 20' FEET TO THE NORTHWEST CORNER OF LOT 1, HANOVER 2ND SUBDIVISION, THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 1, HANOVER 2ND SUBDIVISION TO THE POINT OF BEGINNING.

ORDINANCE NO. 9755(Cont.)

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the costs thereof. Bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

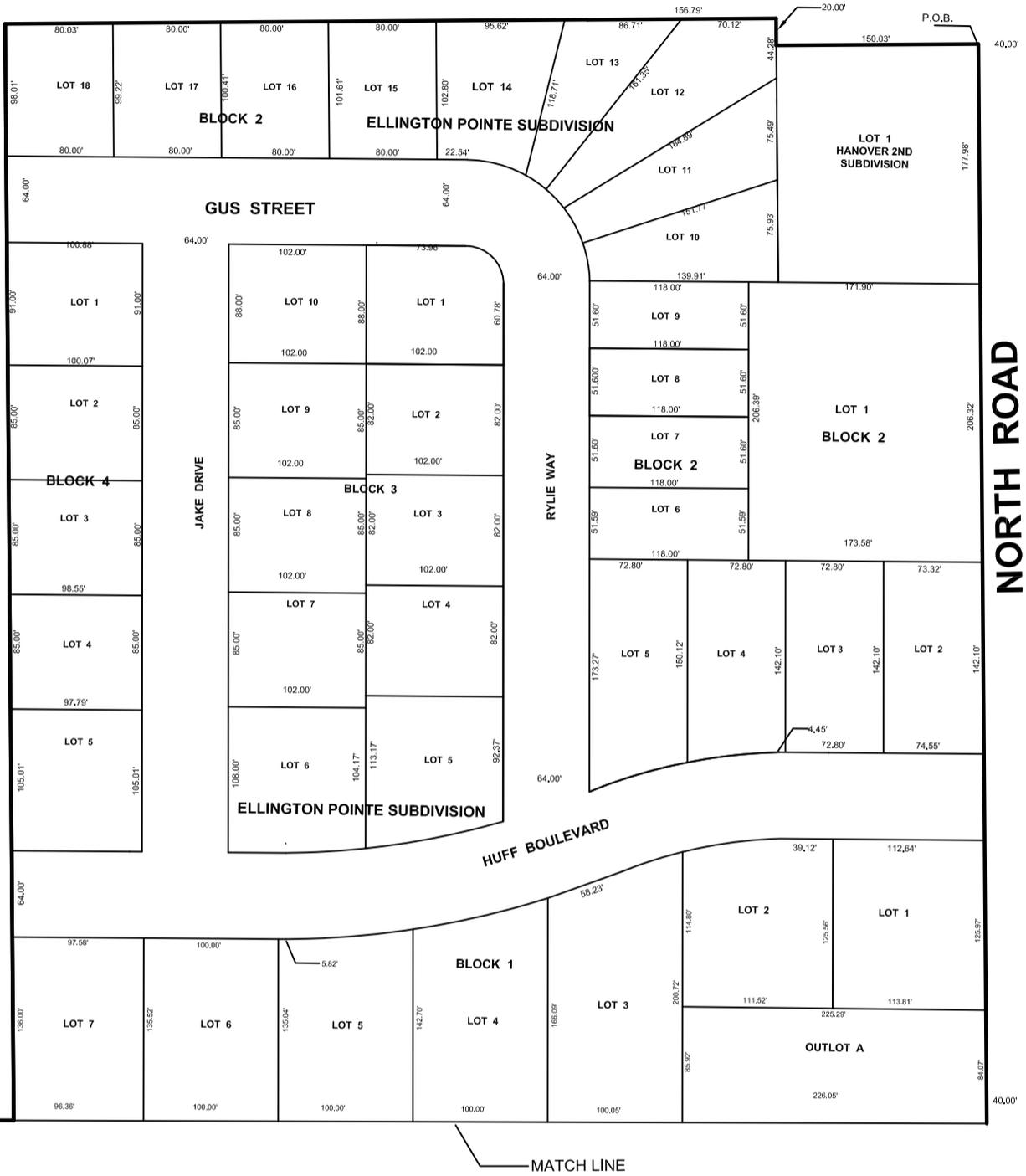
SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law, and shall be provided by mailed notice to the affected property owners of such district creation and that they shall have thirty (30) days from and after such publication to file with the Grand Island City Clerk their written protest of the creation of the district.

Enacted: January 28, 2020.

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

Attest:

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



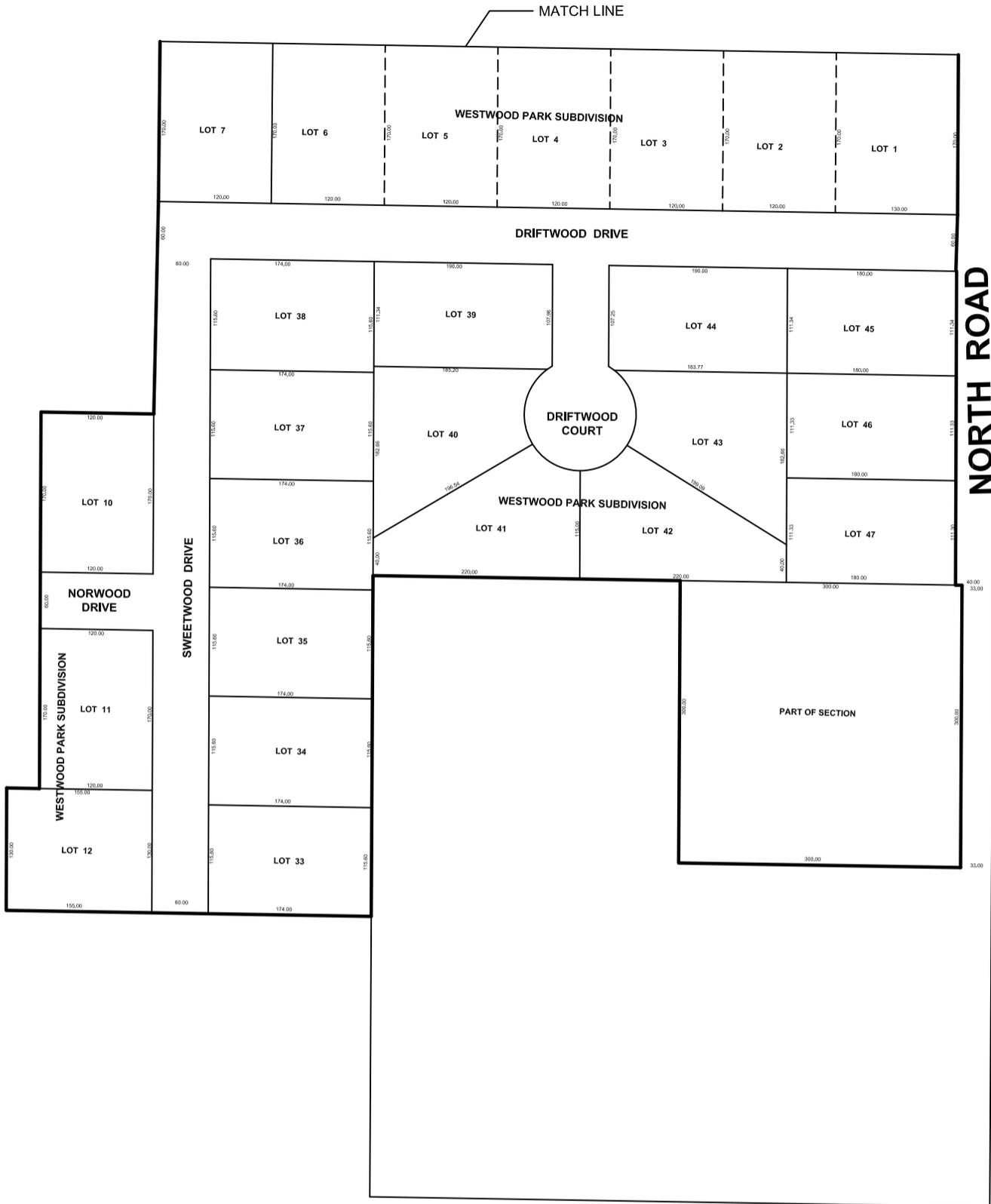
# EXHIBIT "A"

INITIAL POINT SURVEYING LLC  
 410 S. Webb Rd  
 Suite 4B  
 Grand Island, NE 68803  
 308-383-6754 Cell 308-675-4141 Office

LOCATION:  
**ELLINGTON POINTE**

TITLE:  
**Ellington Pointe Sewer District**

SCALE AT A3: <b>NONE</b>	DRAWING NO:	DRAWN: <b>Brent C.</b>
PROJECT NO:	DATE: <b>NOV. 13, 2019</b>	



# EXHIBIT "A"

INITIAL POINT SURVEYING LLC  
 410 S. Webb Rd  
 Suite 4B  
 Grand Island, NE 68803  
 308-383-6754 Cell 308-675-4141 Office

LOCATION: WESTWOOD PARK		
TITLE: Westwood Park Sewer District		
SCALE AT A3: NONE	DRAWING NO.:	
PROJECT NO.:	DATE: NOV. 13, 2019	DRAWN: Brent C.



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item F-2

### **#9756 - Consideration of Amending Salary Ordinance Relative of Meter Readers**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director  
**Meeting:** January 28, 2020  
**Subject:** Consideration of Approving Salary Ordinance No. 9756  
**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

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

## **Discussion**

The proposed salary ordinance would create a part time Meter Reader classification. The Finance department recently experienced a retirement of a full time Meter Reader. After evaluating staffing needs, it was determined that a part time position would be more appropriate to backfill the opening.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve proposed Salary Ordinance No. 9756.

## **Sample Motion**

Move to approve Salary Ordinance No. 9756.

ORDINANCE NO. 9756

An ordinance to amend Ordinance 9750 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to amend the salary ranges of employees covered under the FOP labor agreement; to add the FOP position and salary range of Police Lieutenant; to remove the FOP Training and Special Events Bank; to amend the FOP medical leave payout at separation of employment or death; to amend shift differential pay; to amend the FOP longevity pay; to correct the listed salary range of the IBEW – Utilities Utility Groundman add the non-union position and salary range of Meter Reader – Part Time; and to reimburse the non-union Meter Reader - Part Time position sixty percent (60%) of the actual cost of providing and cleaning protective clothing required for the position;~~ and to repeal those portions of Ordinance No. 9750 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	26.4150/38.6380	Exempt
Accounting Technician – Solid Waste	20.4135/25.8403	40 hrs/week

Approved as to Form  \_\_\_\_\_  
 January 17, 2020  City Attorney

ORDINANCE NO. 9756 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Administrative Coordinator – Public Works	22.0092/31.6931	40 hrs/week
Assistant Finance Director	35.2700/51.4400	Exempt
Assistant Public Works Director/Engineering	41.1300/63.0000	Exempt
Assistant Utilities Director – Engineering/Business Operations	56.0485/81.7800	Exempt
Assistant Utilities Director – Production	56.0485/81.7800	Exempt
Assistant Utilities Director – Transmission	56.0485/81.7800	Exempt
Attorney	35.0573/52.0769	Exempt
Building Department Director	41.2900/60.9300	Exempt
Cemetery Superintendent	26.2260/38.5105	Exempt
City Administrator	76.1973/88.7644	Exempt
City Attorney	51.1831/71.0744	Exempt
City Clerk	33.8388/45.3688	Exempt
Civil Engineer I	31.3740/44.5826	Exempt
Civil Engineer II	35.6038/51.2718	Exempt
Collection System Supervisor	26.3531/38.5602	40 hrs/week
Community Development Administrator	23.0800/33.5800	40 hrs/week
Community Service Officer – Part time	16.8469/23.5356	40 hrs/week
Custodian – Library, Police	15.5701/21.6946	40 hrs/week
Customer Service Representative	10.6729/14.7180	40 hrs/week
Customer Service Team Leader	21.5389/29.8815	Exempt
Deputy City Clerk	27.4400/35.5280	40 hrs/week
Electric Distribution Superintendent	41.2596/54.9768	Exempt
Electric Distribution Supervisor	38.8735/52.9283	40 hrs/week
Electric Underground Superintendent	41.2596/54.9768	Exempt
Electrical Engineer I	30.3798/43.3486	Exempt
Electrical Engineer II	34.8211/50.1998	Exempt
Emergency Management Deputy Director	28.9309/42.5398	Exempt
Emergency Management Director	41.1754/60.9343	Exempt
Engineer I – Public Works	34.6000/48.2600	Exempt
Engineer I – WWTP	34.6000/48.2600	Exempt
Engineering Technician - WWTP	22.7343/31.8463	40 hrs/week
Equipment Operator - Solid Waste	20.1229/28.0023	40 hrs/week
Finance Director	46.7955/70.9710	Exempt
Finance Operations Supervisor	25.1200/35.2000	Exempt

ORDINANCE NO. 9756 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Chief	46.7670/69.8151	Exempt
Fire EMS Division Chief	39.6795/56.2614	Exempt
Fire Operations Division Chief	39.6795/56.2614	Exempt
Fire Prevention Division Chief	39.6795/56.2614	Exempt
Fleet Services Shop Foreman	26.0843/38.8784	40 hrs/week
GIS Coordinator - PW	29.8365/44.5116	Exempt
Golf Course Superintendent	26.3811/38.1699	Exempt
Grounds Management Crew Chief – Cemetery	22.0203/32.3915	40 hrs/week
Grounds Management Crew Chief – Parks	23.6475/33.8464	40 hrs/week
Human Resources Director	41.5100/62.1000	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	25.1073/37.3863	40 hrs/week
Human Resources Recruiter	25.1073/37.3863	40 hrs/week
Human Resources Specialist	25.1073/37.3863	40 hrs/week
Information Technology Manager	39.8171/60.2115	Exempt
Legal Secretary	21.9574/30.7236	40 hrs/week
Librarian I	24.7613/33.1573	Exempt
Librarian II	27.9810/36.9788	Exempt
Library Assistant I	16.0535/23.2007	40 hrs/week
Library Assistant II	19.8390/28.0855	40 hrs/week
Library Director	44.9256/68.3671	Exempt
Library Page	11.4129/15.7445	40 hrs/week
Library Secretary	17.6121/24.4772	40 hrs/week
Maintenance Worker – Golf	17.0125/26.3171	40 hrs/week
<u>Meter Reader – Part Time</u>	<u>20.8602/27.9301</u>	<u>40 hrs/week</u>
Meter Reader Supervisor	24.8044/32.1658	Exempt
MPO Program Manager	28.5770/42.0450	Exempt
Office Manager – Police Department	21.0390/30.5340	40 hrs/week
Parks and Recreation Director	44.9156/67.9979	Exempt
Parks Superintendent	33.4069/49.3428	Exempt
Payroll Specialist	21.8505/31.8161	40 hrs/week
Planner I	25.0900/36.0300	40 hrs/week
Planning Director	42.4161/63.6235	Exempt
Police Captain	38.9895/56.3971	Exempt
Police Chief	47.6514/71.6401	Exempt
Power Plant Maintenance Supervisor	37.4591/51.1981	Exempt

ORDINANCE NO. 9756 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Power Plant Operations Supervisor	39.1313/54.6741	Exempt
Power Plant Superintendent – Burdick	45.5090/63.4500	Exempt
Power Plant Superintendent – PGS	51.0104/72.9678	Exempt
Public Works Director	48.0175/71.8620	Exempt
Public Works Engineer	34.6028/50.6015	Exempt
Receptionist	17.1392/26.3534	40 hrs/week
Recreation Coordinator	24.6495/35.1719	Exempt
Recreation Superintendent	33.4353/50.2938	Exempt
Regulatory and Environmental Manager	41.1493/57.4829	Exempt
Senior Civil Engineer	37.6163/55.7655	Exempt
Senior Electrical Engineer	40.4714/57.1761	Exempt
Senior Public Safety Dispatcher	21.2775/28.3220	40 hrs/week
Senior Utility Secretary	19.6160/26.9908	40 hrs/week
Shooting Range Superintendent	29.7586/44.9183	Exempt
Solid Waste Division Clerk - Full Time	20.4252/25.7922	40 hrs/week
Solid Waste Division Clerk - Part Time	18.3827/23.2130	40 hrs/week
Solid Waste Foreman	24.2594/33.8702	40 hrs/week
Solid Waste Superintendent	34.5540/51.0973	Exempt
Street Superintendent	32.6403/48.2648	Exempt
Street Foreman	25.3949/37.3590	40 hrs/week
Transit Program Manager	28.5300/41.6300	Exempt
Turf Management Specialist	23.7096/33.6482	40 hrs/week
Utilities Director	75.7041/102.4728	Exempt
Utility Production Engineer	39.4781/57.9095	Exempt
Utility Warehouse Supervisor	28.2792/39.3908	40 hrs/week
Victim Assistance Unit Coordinator	17.3274/24.9070	40 hrs/week
Victim/Witness Advocate	15.8857/22.8289	40 hrs/week
Wastewater Plant Chief Operator	25.5094/36.6879	40 hrs/week
Wastewater Plant Engineer	35.5893/53.8583	Exempt
Wastewater Plant Operations Engineer	34.7543/52.0493	Exempt
Wastewater Plant Maintenance Supervisor	26.8071/38.4864	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/41.0848	Exempt
Water Superintendent	33.4413/49.0888	Exempt
Water Supervisor	26.7174/41.0040	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt

ORDINANCE NO. 9756 (Cont.)

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

Aquatics staff who refer new lifeguards will receive a stipend for the referral, upon meeting the following criteria:

- The referral cannot have worked as a City of Grand Island lifeguard in the past.
- The referral must pass a background check, complete and pass a free lifeguard class, and work for at least 80 hours.
- Aquatics staff shall be paid for their referral as follows:
  - 1 referral – \$50.00
  - 2 referrals - \$75.00
  - 3 or more referrals - \$100.00

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	20.8650/30.9087	40 hrs/week
Fleet Services Mechanic	23.3145/34.5422	40 hrs/week
Horticulturist	23.8961/35.4669	40 hrs/week
Maintenance Worker – Cemetery	19.7275/29.2485	40 hrs/week
Maintenance Worker – Parks	19.4596/28.8679	40 hrs/week
Maintenance Worker – Streets	19.4506/28.8342	40 hrs/week
Senior Equipment Operator – Streets	22.3929/33.2126	40 hrs/week

ORDINANCE NO. 9756 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Senior Maintenance Worker – Streets	22.2384/32.9835	40 hrs/week
Traffic Signal Technician	22.0846/32.7555	40 hrs/week

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Administrative Assistant-Utilities	21.9201/31.1427	40 hrs/week
Custodian	17.3168/21.4065	40 hrs/week
Electric Distribution Crew Chief	38.9666/50.8883	40 hrs/week
Electric Underground Crew Chief	38.9666/50.8883	40 hrs/week
Engineering Technician I	25.6354/33.5904	40 hrs/week
Engineering Technician II	32.4212/42.0591	40 hrs/week
Instrument Technician	34.3553/45.2280	40 hrs/week
Lineworker Apprentice	26.6079/36.6610	40 hrs/week
Lineworker First Class	33.0441/41.8296	40 hrs/week
Materials Handler	31.0007/38.0597	40 hrs/week
Meter Reader	20.8602/27.9301	40 hrs/week
Meter Technician	31.3285/36.6107	40 hrs/week
Power Dispatcher I	33.7325/40.5910	40 hrs/week
Power Dispatcher II	40.1796/48.0800	40 hrs/week
Power Plant Maintenance Mechanic	31.9732/42.0591	40 hrs/week
Power Plant Operator	34.5848/41.9279	40 hrs/week
Senior Engineering Technician	33.2735/43.6982	40 hrs/week
Senior Materials Handler	33.4702/43.5889	40 hrs/week
Senior Meter Reader	22.0869/28.7680	40 hrs/week
Senior Power Dispatcher	46.4846/54.8986	40 hrs/week

ORDINANCE NO. 9756 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Senior Power Plant Operator	40.6167/48.5947	40 hrs/week
Senior Substation Technician	39.6994/44.7362	40 hrs/week
Senior Water Maintenance Worker	25.8211/35.9365	40 hrs/week
Substation Technician	39.5895/41.3051	40 hrs/week
Systems Technician	38.9776/45.0094	40 hrs/week
Tree Trim Crew Chief	30.7493/41.4471	40 hrs/week
Utility Electrician	31.9513/42.3869	40 hrs/week
Utility Groundman	20.0188/28.0000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/42.5617	40 hrs/week
Utility Warehouse Clerk	23.8324/30.1483	40 hrs/week
Water Maintenance Worker	24.6738/32.5960	40 hrs/week
Wireworker I	23.8324/36.0600	40 hrs/week
Wireworker II	33.0441/41.8296	40 hrs/week

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	
Police Officer	22.6435/35.9531	
Police Sergeant	31.3672/42.6610	
Police Lieutenant	34.6000/48.6219	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs

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concurrent with the City’s current payroll cycle. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	22.1366/28.4820	212 hrs/28 days
Firefighter / EMT	16.6877/23.2313	212 hrs/28 days
Firefighter / Paramedic	18.0399/25.3581	212 hrs/28 days
Life Safety Inspector	25.4583/33.1935	40 hrs/week
Battalion Chief	28.4540/32.7824	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents (\$.50) per hour.

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SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Wastewater Treatment Plant labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Wastewater Treatment Plant labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – WWTP	18.5411/26.9638	40 hrs/week
Biosolids Technician	21.4846/32.0754	40 hrs/week
Equipment Operator – WWTP	19.8813/27.9091	40 hrs/week
Lead Maintenance Mechanic	22.6243/32.3034	40 hrs/week
Lead Maintenance Worker	21.3132/29.9900	40 hrs/week
Lead Wastewater Plant Operator	23.7147/33.9967	40 hrs/week
Maintenance Mechanic I	19.3955/28.2451	40 hrs/week
Maintenance Worker – WWTP	19.7011/28.4653	40 hrs/week
Stormwater Program Manager	23.3249/33.9725	40 hrs/week
Wastewater Plant Laboratory Technician	21.5806/30.1151	40 hrs/week
Wastewater Plant Operator I	19.4564/27.3467	40 hrs/week
Wastewater Plant Operator II	21.9202/30.9318	40 hrs/week

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	17.7758/25.0186	40 hrs/week
Accounting Technician – Streets	20.6086/27.1846	40 hrs/week

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Accounts Payable Clerk	19.2750/27.4436	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.0426/28.7466	40 hrs/week
Administrative Assistant – Public Works	20.7989/30.0162	40 hr/week
Audio Video Technician	22.6223/30.8696	40 hrs/week
Building Inspector	23.1441/34.0970	40 hrs/week
Cashier	17.7704/24.3535	40 hrs/week
Community Service Officer	16.8469/23.5356	40 hrs/week
Computer Operator	23.8896/32.3226	40 hrs/week
Computer Technician	24.8770/34.7203	40 hrs/week
Crime Analyst	23.6446/31.4740	40 hrs/week
Electrical Inspector	23.2534/34.0460	40 hrs/week
Emergency Management Coordinator	20.7916/30.0162	40 hrs/week
Engineering Technician – Public Works	23.0241/32.4715	40 hrs/week
Evidence Technician	18.9149/27.5594	40 hrs/week
GIS Coordinator	29.6004/43.6354	40 hrs/week
Maintenance Worker I – Building, Library, Police	16.8177/23.4604	40 hrs/week
Maintenance Worker II – Building, Library, Police	19.0859/25.7470	40 hrs/week
Payroll Clerk	19.6062/27.0001	40 hrs/week
Plans Examiner	23.4249/34.5678	40 hrs/week
Plumbing/Mechanical Inspector	23.2607/33.8202	40 hrs/week
Police Records Clerk	17.2105/24.4452	40 hrs/week
Public Safety Dispatcher	19.9030/27.0934	40 hrs/week
Senior Accounting Clerk	19.8226/27.4663	40 hrs/week
Shooting Range Operator	25.2024/33.9923	40 hrs/week
Wastewater Secretary	19.4007/27.3830	40 hrs/week

The hourly rates for Community Service Officers training new Community Service Officers shall increase three percent (3%) during the training period.

SECTION 8. A shift differential of twenty-five cents (\$0.25) per hour shall be added to the base hourly wage for persons in the non-union employee classification of Senior Public Safety Dispatcher who work any hours or portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a

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shift differential of thirty-five cents (\$0.35) per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

A shift differential of twenty-five cents (\$0.25) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m. and 11:00 p.m. A shift differential of thirty-five cents (\$0.35) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification of Public Safety Dispatcher who work a complete shift between 11:00 p.m. to 7:00 a.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional forty-five cents (\$0.45) per hour. Full time employees covered in the AFSCME labor agreement normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m. or after 11 a.m., shall receive a shift differential of twenty-five cents (\$0.25) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty-five

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cents (\$0.25) per hour; employees who are regularly schedule to work graveyard shift will receive an additional thirty-five cents (\$0.35) per hour for wages attributable to those shifts. Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents (\$0.25) per hour for wages attributable to the evening shift.

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

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four Hundred dollars (\$400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars (\$500.00) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. If any such employee covered by the FOP labor agreement shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to One Thousand Two Hundred dollars (\$1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven Hundred (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00). The non-union

ORDINANCE NO. 9756 (Cont.)

position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of Seven Hundred dollars (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00) to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars (\$25.00) per pay period. Full-time Community Services Officers shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of Four Hundred Eighty-four dollars and eight cents (\$484.08) per year, divided into twenty-four (24) pay periods. Police Chief and Police Captains shall be paid a clothing allowance of Six hundred Fifty dollars (\$650.00) per year, divided into twenty-six (26) pay periods.

Non-union employees and employees covered by the AFSCME labor agreement, FOP labor agreement, IAFF labor agreement, IBEW Service/Clerical/Finance and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed One Thousand Five Hundred dollars (\$1,500.00) for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement and the IBEW-Wastewater

ORDINANCE NO. 9756 (Cont.)

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of Thirty dollars (\$30.00) biweekly.

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

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1. (A) All employees covered in the IBEW Utilities labor agreement shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths (586.18) hours [calculated at 53% x 1,106 hours], the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 1,593 hours]. The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made

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on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at 36% x 1,339 hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at 53% x 1,106 hours]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the AFSCME labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service; forty percent (40%) for their accumulated medical leave at separation of employment after twenty-five (25) years of service; fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty and one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty. The rate of compensation is based on the employee's salary at the time of separation.

ORDINANCE NO. 9756 (Cont.)

The payout for medical leave shall be made to a VEBA made on their behalf in lieu of payment.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half (1/2) of their accumulated medical leave, not to exceed thirty (30) days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half (1/2) of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of Thirty dollars (\$30.00) per pay period. Employees represented by the IBEW Utilities labor agreement, IBEW Service/Clerical/Finance labor agreement, IBEW Wastewater Treatment Plant labor agreement and the FOP labor agreement, shall have a contribution made on their behalf to their VEBA account in the amount of Twenty Dollars (\$20.00) per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of Ten Dollars (\$10.00) per pay period.

SECTION 11. An employee, who is represented by the following labor agreements, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay

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day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement:

Five (5) years (beginning 6 <sup>th</sup> year	\$ 350.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 870.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$1,096.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$1,270.00

Those employees who are represented by the AFSCME labor agreement shall annually receive longevity pay as follows:

Five (5) years (beginning 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00

Those employees who are represented by the IBEW-Wastewater Treatment Plant and IBEW Service/Clerical/Finance labor agreements shall annually receive longevity pay as follows:

Five (5) years (beginning 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00
Forty (40) years (beginning 41 <sup>st</sup> year)	\$1,174.00

Those employees who are represented by the IAFF labor agreement shall annually receive longevity pay, beginning with the first full pay period in October 2019, as follows:

Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 830.50

ORDINANCE NO. 9756 (Cont.)

Twenty (20) years (beginning 21<sup>st</sup> year) \$1,032.50

Twenty-five (25) years (beginning 26<sup>th</sup> year) \$1,247.50

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

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective January 15, 2020.

SECTION 14. Those portions of Ordinance No. 9750 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: January 28, 2020.

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Roger G. Steele, Mayor

Attest

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item F-3

**#9757 - Consideration of Approving Benefits for Sidewalk District  
No. 1- 2019; 13th Street**

Staff Contact: John Collins PE - Public Works Director

# Council Agenda Memo

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

**Meeting:** January 28, 2020

**Subject:** Consideration of Determining Benefits for Sidewalk District No. 1- 2019; 13<sup>th</sup> Street

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

## Background

The Certificate of Final Completion for Sidewalk District No. 1- 2019; 13<sup>th</sup> Street was approved by City Council on December 17, 2019, via Resolution No. 2019-370; with January 14, 2020 set as the date for Council to sit as the Board of Equalization. Carlos Guerrero Construction of Grand Island, Nebraska was hired to perform such work in the amount of \$26,400.00. Work was completed at a price of \$26,723.48; with additional costs of \$5,139.47, all detailed below.

Original Bid	\$ 26,400.00
Overruns	\$ 323.48
<b>Sub Total (Construction Price) =</b>	<b>\$ 26,723.48</b>
Additional Costs:	
Grand Island Public Works Engineering – Engineering & Design	\$ 5,139.47
<b>Sub Total of Additional Costs =</b>	<b>\$ 5,139.47</b>
<b>TOTAL COST =</b>	<b>\$ 31,862.95</b>

Total project cost is \$31,862.95, all of which is assessable. The overrun was due to a thickened sidewalk crossing a driveway.

All work has been completed and special assessments have been calculated for the improvements.

## Discussion

The costs for this project will be assessed to the adjacent property. The payments are spread over seven (7) years at 7% simple interest. The first payment of principle only at 1/7<sup>th</sup> of the assessment is due 25 days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The City has had multiple correspondences with

the property owners and sent a reminder letter advising them that the BOE is scheduled for January 14, 2020 and the first payment will be due shortly after. The Board of Equalization item #2020-BE-1 was approved at the January 14, 2020 City Council meeting. The Ordinance was postponed to the January 28, 2020 City Council meeting.

### **Alternatives**

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

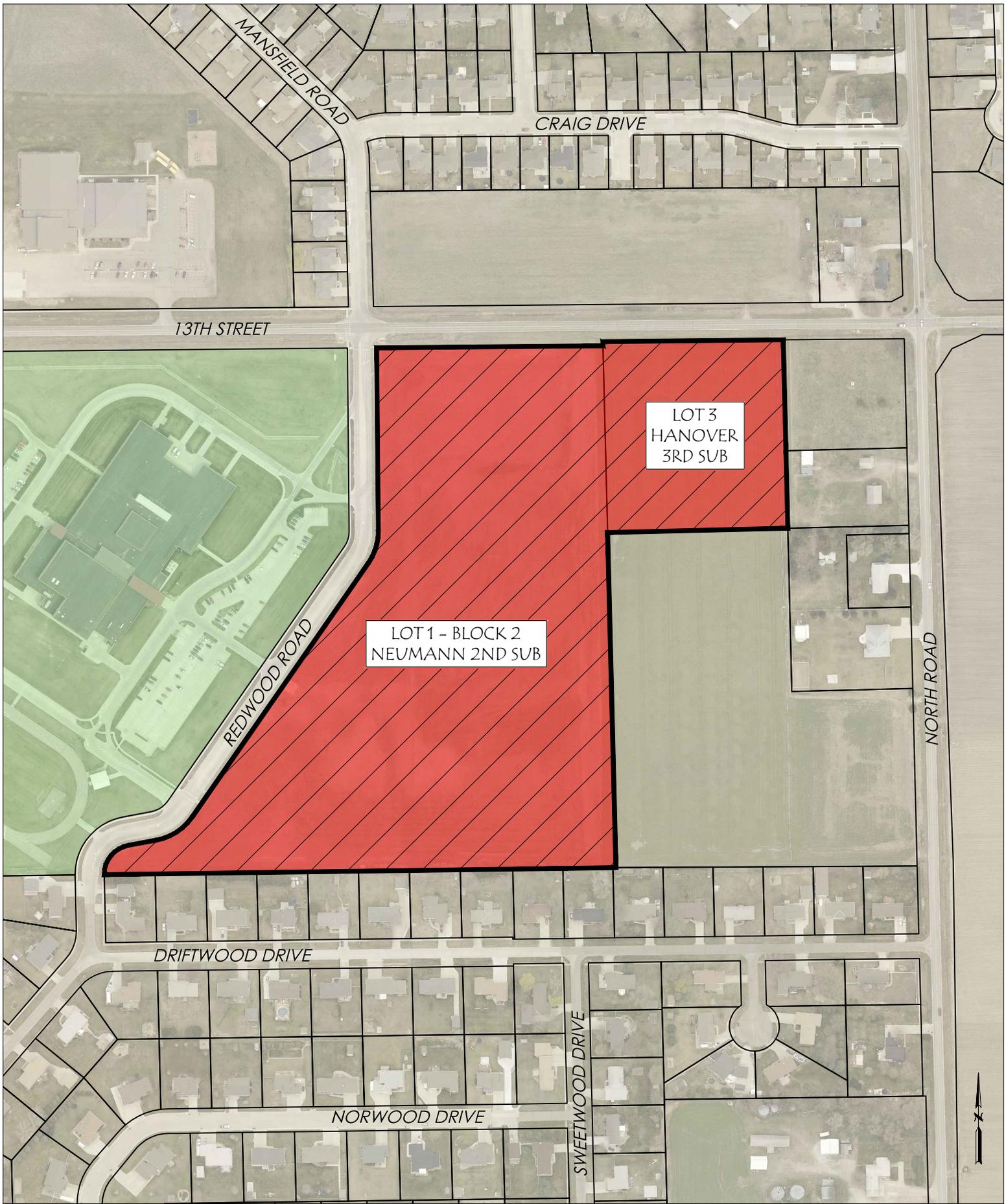
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to the individual properties.

### **Sample Motion**

Move to approve the ordinance levying the assessments for Sidewalk District No. 1-2019; 13<sup>th</sup> Street.



SIDEWALK DISTRICT BOUNDARY

RESOLUTION 2020-BE-1

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sidewalk District No. 1- 2019; 13<sup>th</sup> Street, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$31,862.95, with benefits accruing to the real estate in such district to be the total sum of \$31,862.95; and

Such benefits are based on Sidewalk District No. 1- 2019; 13<sup>th</sup> Street at the adjacent property and are based on percentage of front footage; and

According to the area of the respective lots, tracts, and real estate within such Sidewalk District No. 1- 2019; 13<sup>th</sup> Street, such benefits are the sums set opposite the description as follows:

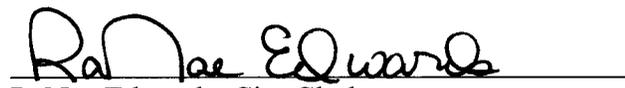
Parcel No.	Owner	Legal Description	Assessment by Frontage
400200394	The Meadows Apartment Homes, LLC	Lot 3, Hanover Third Subdivision	\$ 14,115.29
400437430	Hall County School District 2	Block 2, Lot 1 Neumann Second Subdivision	\$ 17,747.66
			\$ 31,862.95

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Adopted by the City Council of the City of Grand Island, Nebraska, January 14, 2020.

  
 Roger G. Steele, Mayor

Attest:

  
 RaNae Edwards, City Clerk

Approved as to Form    
 January 13, 2020  City Attorney

ORDINANCE NO. 9757

An ordinance assessing and levying a special tax to pay the cost of Sidewalk District No. 1- 2019; 13<sup>th</sup> Street of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of Sidewalk District No. 1- 2019; 13<sup>th</sup> Street, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<b>Parcel No.</b>	<b>Owner</b>	<b>Legal Description</b>	<b>Assessment by Frontage</b>
400200394	The Meadows Apartment Homes, LLC	Lot 3, Hanover Third Subdivision	\$ 14,115.29
400437430	Hall County School District 2	Block 2, Lot 1 Neumann Second Subdivision	\$ 17,747.66
			\$ 31,862.95

SECTION 2. The special tax shall become delinquent as follows: One-seventh of the total amount shall become delinquent in twenty-five (25) days; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; one-seventh in six years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within twenty-five (25) days from the date of this levy without interest, and the lien of special tax

Approved as to Form	by _____
January 24, 2020	City Attorney

ORDINANCE NO. 9757 (Cont.)

thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate specified by Nebraska Revised Statutes Section 45-104.01, as such rate may from time to time be adjusted by the Legislature, shall be paid thereon until such installment is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: January 28, 2020

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

Attest:

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



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item F-4

**#9758 - Consideration of Amending Chapter 20 of the Grand Island City Code Relative to Tobacco**

Staff Contact: Stacy Nonhof, Interim City Attorney

# **Council Agenda Memo**

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

**Meeting:** January 28, 2020

**Subject:** Amending Chapter 20 of City Code to amend the age of Minor in Possession of Tobacco

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

## **Background**

President Trump recently changed the age from 18 to 21 to legally possess and purchase tobacco and tobacco products.

## **Discussion**

This ordinance amends Chapter 20 of City Code, Minor in Possession of Tobacco to increase the age of legally possessing tobacco products, vapor products or alternative nicotine products in the City of Grand Island from 19 to 21. This ordinance make the City compliant with Federal Law on the age for legally possessing these products.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Ordinance amending Chapter 20 of City Code.

## **Sample Motion**

Move to approve the Ordinance.

ORDINANCE NO. 9758

An ordinance to amend Chapter 20 of Grand Island City Code; to amend Section 20-20; Tobacco; Possession By Minors, to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 20-20 of the Grand Island City Code is hereby amended to read as follows:

**§20-20. Tobacco; Possession By Minors**

(A) It shall be unlawful for any person under the age of ~~nineteen (19)~~ twenty-one (21) years to possess any tobacco products, vapor products or alternative nicotine products.

(B) It shall not be unlawful for any person under the age of ~~nineteen (19)~~ twenty-one (21) years to:

(1) Possess tobacco products, vapor products or alternative nicotine products under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home.

(2) Sell or handle any unopened container of tobacco products, vapor products or alternative nicotine products in the course of his or her employment by a tobacco licensee; or

(3) Possess or purchase tobacco products, vapor products or alternative nicotine products for the purpose of testing or enforcing compliance with statutes, laws or ordinances governing the sale of tobacco products, vapor products or alternative nicotine products as long as law enforcement is conducting the compliance check.

(C) Any person violating the provisions of this section shall be fined according to the provisions of the Grand Island City Code.

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

Approved as to Form	<input type="checkbox"/>	_____
January 23, 2020	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9758(Cont.)

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

Enacted: January 28, 2020.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item F-5

**#9759 - Consideration of Approving Zoning Change located South of 13th Street, East of Engleman Road from TA- Transitional Agricultural to R1- Suburban Residential (Lechner Family Partnership)**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9759

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of the part of the NW ¼ of Section 14, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M. in Hall County, Nebraska, from TA – Transitional Agriculture to R-1 Suburban Density Residential as more particularly described below; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on January 8, 2020, held a public hearing on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on January 28, 2020 the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from TA –Transitional Agriculture to R-1 Suburban Density Residential,

A TRACT OF LAND CONSISTING OF THE NW ¼ OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M LESS AND EXCEPT THE NORTH ½ OF THE NW ¼ OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M ALL IN HALL COUNTY NEBRASKA.

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney

ORDINANCE NO. 9759(Cont.)

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

Enacted: January 28, 2020

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item F-6

**#9760 - Consideration of Approving Zoning Change located North of Bismark Road, East of Cherry Street from CD- Commercial Development to RD- Residential Development and Commercial Development (GOSAN INC.)**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9760

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of the part Superbowl Subdivision in the City of Grand Island in Hall County, Nebraska, from CD-Commercial Development Zone to Amended CD – Commercial Development Zone and RD – Residential Development Zone as more particularly described below; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on January 8, 2020, held a public hearing on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on January 28, 2020 the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from CD-Commercial Development Zone to Amended CD – Commercial Development Zone and RD – Residential Development Zone;

From CD Commercial Development to Amended CD Commercial Development Lot 1 of Nikodym Subdivision part of a replat of Superbowl Subdivision.

From CD Commercial Development to RD Residential Development Zone Lots 2 and 3 of Nikodym Subdivision part of a replat of Superbowl Subdivision.

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney

ORDINANCE NO. 9760 (Cont.)

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: January 28, 2020

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item F-7

### **#9761 - Consideration of Amending Chapter 36 of the Grand Island City Code Relative Wireless Communications Towers**

*This item relates to the aforementioned Public Hearing item E-5.*

Staff Contact: Chad Nabity

ORDINANCE NO. 9761

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Article XI Wireless Communication Tower Sections 36-168 to 36-187; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Sections 36-168 and 36-187 of the Grand Island City Code is hereby amended to read as follows:

**Article XI. ~~Wireless Communication Macro Cell Towers~~**

**§36-168. Purpose**

~~—~~ The Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the Act) ~~grants~~ the Federal Communications Commission (FCC) ~~exclusive~~ jurisdiction over certain aspects of telecommunications services. ~~—~~ This Article is intended to regulate macro cell towers, telecommunications facilities and antennas in the City in conformance with the Act without prohibiting or ~~tending~~intending to prohibit any person from providing wireless ~~telecommunications~~communications services. ~~—~~ Telecommunications facilities, towers and antennas in the City, shall be constructed in a way to protect residential areas and land uses from potential adverse impact ~~of installation of towers and antennas~~ through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers and other antenna support structures rather than the construction of additional single use towers, to avoid potential damage to property caused by towers, telecommunications facilities and antennas by ensuring ~~—~~ such structures are soundly and carefully designed, constructed, modified, maintained, repaired and removed when no longer used or are determined to be structurally unsound and to ensure that towers and antennas are compatible with surrounding land uses.

**§36-169. Definitions**

As used in this Article, the following terms shall have the following meanings:

Antenna means ~~a device, designed and intended for transmitting~~communications equipment that transmits or receiving television, receives electromagnetic radio, or microwave frequency signals, direct satellite service (including direct to home satellite service), and/or video programming used in providing wireless services ~~via multipoint distribution services.~~

Antenna Support Structure means any building or structure other than a tower which can be used for the location of telecommunications facilities.

Applicant means any person that applies for a Tower Development Permit.

Application means a process by which the owner of a tract of land within the zoning jurisdiction of the City submits a request to develop, construct, modify, or operate a tower upon such tract of land. ~~—~~ The term application includes all written documentation, verbal statements, and representations, in whatever form or forum, made by an applicant to the City concerning such request.

~~Conforming Commercial Earth Station~~ means ~~a satellite dish which is two meters or less in diameter and is located in an area where commercial or industrial uses are generally permitted under this code.~~

Engineer means any engineer qualified and licensed by ~~any state or territory~~the State of ~~the United States of America.~~Nebraska.

Approved as to Form	☐ _____
January 23, 2020	☐ City Attorney

## ORDINANCE NO. 9761 (Cont.)

Owner means any person owning personal property, or real property with fee simple title or a leasehold exceeding (ten) 10 years in duration to any tract of land within the zoning jurisdiction of the City who desires to develop, construct, modify, or operate a tower upon such tract of land.

~~Person~~ ~~Any natural person, firm,~~ means an individual, a corporation, a limited liability company, a partnership, an association, corporation, company, a trust, or any other legal entity, private or public, whether for profit or not for profit organization.

~~Satellite Dish Antenna~~ means an antenna consisting of a radiation element intended for transmitting or receiving television, radio, microwave, or radiation signals and supported by a structure with or without a reflective component to the radiating dish, usually circular in shape.

Stealth means any telecommunications facility, tower, or antenna which is designed to enhance compatibility with adjacent land uses, including, but not limited to, architecturally screened roof-mounted antennas, antennas integrated into architectural elements, and towers designed to look other than like a tower such as light poles, power poles and trees.

Telecommunications Facilities means any cables, wires, lines, ~~waive guides~~, antennas, or any other equipment or facilities associated with the transmission or reception of communications signals which a person seeks to locate or has installed upon or near a tower or antenna support structure. ~~However, telecommunications facilities shall not include:~~

(1) Any ~~Conforming Commercial Earth Station antennas~~ satellite dish two (2) meters in diameter or less which is located on real estate zoned AG, TA, RO, B1, B2, B3, M1, M2, M3 and ME.

(2) Any ~~earth station antenna or~~ satellite dish antenna of one (1) meter or less in diameter, regardless of the zoning applicable to the location of the ~~antennas~~ satellite dish.

Tower means a self-supporting lattice, guyed, or monopole structure which supports Telecommunications Facilities. ~~The term Tower shall not include non-commercial amateur radio operators equipment as licensed by the FCC or a structure supporting an earth station antenna serving residential premises or dwelling units exclusively.~~

Tower Development Permit means a permit issued by the City upon approval by the Mayor and City Council of an application to develop a tower within the zoning jurisdiction of the City; ~~which permit shall continue in full force and effect for so long as the tower to which it applies conforms to this Article. Upon issuance, a Tower Development Permit shall be deemed to run with the land during the permit's duration and may be transferred, conveyed and assigned by the applicant to assigns assignees and successors-in-interest.~~

Tower Owner means any person with an ownership interest of any nature in a proposed or existing tower following the issuance of a Tower Development Permit.

All terms in this Article which are not specifically defined herein shall be construed in accordance with the Communications Act of 1934, the Telecommunications Act of 1996 and the Orders, Rules and Regulations of the Federal Communications Commission (FCC).

### **§36-170. Location Of Towers ~~and~~, Construction Standards and Collocation**

(A) Towers shall be permitted conditional uses of land in only those zoning districts where specifically listed and authorized in this code.

(B) No person shall develop, construct, modify or operate a tower upon any tract of land within the zoning jurisdiction of the City prior to approval of its application for a Tower Development Permit by the Mayor and City Council and issuance of the permit by the City. Applicants shall submit their application for a Tower Development Permit to the Building Department in triplicate and shall pay a filing fee in accordance with the City of Grand Island Fee Schedule.

(C) All towers, telecommunications facilities and antennas on which construction is commenced within the zoning jurisdiction of the City after February 1, 1998, 2020, shall conform to the Building Code and all other construction standards set forth in the City Code, federal and state law, and applicable American National Standards Institute (ANSI) Industry standards. ~~Upon completion of construction of a tower and prior to the commencement of use, an engineer's certification that the tower is structurally sound and in conformance with all of the aforementioned applicable regulatory standards shall be filed with the Building Department.~~

~~(D) It is the policy of the City to minimize the number of towers and to encourage the collocation of antennas of more than one wireless services provider on a single tower.~~

### **§36-171. Application To Develop A Tower**

Prior to commencement of development or construction of a tower, an application shall be submitted in triplicate to the Building Department for a Tower Development Permit and shall include the following:

## ORDINANCE NO. 9761 (Cont.)

(A) The name, address and telephone number of the owner and if applicable, the lessee of the tract of land upon which the tower is to be located.—Applicants shall include the owner of the tract of land and all persons having an ownership interest in the proposed tower.—The application shall be executed by all applicants.

(B) The legal description and address of the tract of land on which the tower is to be located.

(C) The names, addresses and telephone numbers of all owners of other towers or useable antenna support structures within a one (1) mile radius of the location of the proposed tower, including publicly and privately owned towers or structures.

(D) An affidavit attesting to the fact that the applicant has made diligent but unsuccessful efforts to obtain permission to install or collocate the applicant's telecommunications facilities on a tower or useable antenna support structure within a one (1) mile radius of the proposed tower location or written technical evidence from an engineer that the applicant's telecommunications facilities cannot be installed or collocated on another tower or useable antenna support structure within a one (1) mile radius of the proposed tower location.

(E) Written ~~technical~~ evidence from an engineer that the proposed tower will meet the Building Code, all other construction standards set forth by the City Code and federal and state law and applicable ~~ANSI~~Industry standards.

(F) Color photo simulations showing the proposed location of the tower with a photo—realistic representation of the proposed tower as it would appear viewed from the nearest residential zoned property and nearest roadway, street or highway.

~~(G)~~ (G) A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning district, adjacent land uses and zoning districts (including when adjacent to other municipalities or the County), adjacent roadways, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, landscaping, fencing, and finished color, method of camouflage and illumination, parking, utility runs and other information deemed necessary to assess compliance with this Article.

(H) A clear and complete written statement of purpose which shall minimally include: (a) a description of the objective to be achieved; (b) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (c) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Nebraska-licensed professional engineer.

(I) Descriptions and diagrams of the proposed tower, telecommunications facilities and ~~or antenna~~ antennas, manufacturer's literature, appurtenances such as buildings, driveway, parking area and fences or other security enclosures with sufficient detail to allow persons reviewing the application to understand the kind and nature of the proposed facility.

(HJ) An application for a building permit pursuant to Chapter 8 of the City Code.

### **§36-172. Tower Development Permit~~s~~ Procedure**

#### **and Factors**

After receipt of an application for a Tower Development Permit, the City Clerk shall schedule a public hearing before the City Council to consider such application.—Notice of such application shall be placed in a newspaper of general circulation in the City at least one (1) time ten (10) days prior to such hearing.—In addition to the publication, the City Clerk shall cause a notice to be posted in a conspicuous place on the property on which action is pending.—Such notice shall be not less than eighteen (18) inches in height and twenty four (24) inches in width with a white or yellow background and black letters not less than one and one-half (1½) inches in height.—Such posted notice shall be so placed upon the premises so that it is easily visible from the street nearest the same and shall be so posted at least ten (10) days prior to the date of such hearing.—It shall be unlawful for anyone to remove, mutilate, destroy, or change such posted notice prior to such hearing.—Any person so doing shall be deemed guilty of a misdemeanor.—The public hearing shall be held at which all interested parties shall be heard.—The City Council may approve a Tower Development Permit as requested in the pending application with any conditions or safeguards it deems reasonable and appropriate based upon the application and ~~or~~ input received at the public hearing or deny the application.—In all zoning districts in which towers are a permitted conditional use of land, the Tower Development Permit shall be deemed a conditional use permit for said tract of land.

### **§36-173. Preferred Tower Locations**

(A) All new towers are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (5):

(1) manufacturing zones;

(2) commercial zones;

(3) other non-residential zoning districts;

ORDINANCE NO. 9761 (Cont.)

(4) parcels of land in residential zoning districts;

(5) designated historic districts.

(B) The applicant for a tower shall address these preferences in an alternative sites analysis prepared pursuant to §36-174 below.

**§36-174. Alternative Sites Analysis**

(A) For a tower, the applicant must address the City's preferred tower locations with a detailed explanation justifying why a site of higher priority was not selected. The City's tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

(B) A complete alternative sites analysis provided under this subsection may include less than three (3) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least three (3) potentially available, higher ranked, alternative sites.

(C) For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives the applicant will provide (a) a description of its objective, whether it be to address a deficiency in coverage or capacity; (b) detailed maps or other exhibits with clear and concise Radio Frequency ("RF") data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

**§36-175. Setbacks and Separation or Buffer Requirements**

(A) All towers up to fifty (50) feet in height shall be set back on all sides a distance equal to the underlying setback requirement in the applicable zoning district. Towers in excess of fifty (50) feet in height shall be set back one additional foot for each foot of tower height in excess of fifty (50) feet, except where such setback is from property owned, controlled and/or maintained by the City of Grand Island and the City Council finds in granting the permit that reducing such additional setback will not cause harm to the intended use of the public property. The height of a tower shall be measured from the grade at the foot of the base pad to the top of any telecommunications facilities or antennas attached thereto. Setback requirements shall be measured from the base of the tower to the property line of the tract of land on which it is located.

(B) Towers exceeding one hundred (100) feet in height may not be located in any residential zoned district and must be separated from all residential zoned land and occupied structures other than those utilized by the tower owner, by a minimum of two hundred (200) feet or one hundred percent (100%) of the height of the proposed tower, whichever is greater.

(C) Towers of one hundred (100) feet or less in height may be located in residential zoned districts provided said tower is separated from any residential structure, school, church, and/or occupied structures other than those utilized by the tower owner, by a minimum of one hundred percent (100%) of the height of the proposed tower.

(D) Towers must meet the following minimum separation requirements from other towers:

(1) Monopole tower structures shall be separated from all other towers, whether monopole, self-supporting lattice, or guyed, by a minimum of seven hundred fifty (750) feet.

(2) Self-supporting lattice or guyed towers shall be separated from all other self-supporting or guyed towers by a minimum of one thousand five hundred (1,500) feet.

Amended by Ordinance No. 9222, effective 06-16-09

**§36-174. Structural Standards for Towers Adopted**

The Structural Standards For Steel Antenna Towers And Antenna Supporting Structures, 1991 Edition (ANSI/EIA/TIA 222 E-1991) is hereby adopted, together with any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the City Code.

**§36-176.**

**§36-175. Illumination and Security Fences**

(A) Towers shall not be artificially lighted except as required by the Federal Aviation Administration (FAA). In cases where there are residential zoned properties located within a distance of 300% of the height of the tower, any tower subject to this Article shall be equipped with dual mode lighting lighting that minimizes its effect on residential zoned properties.

ORDINANCE NO. 9761 (Cont.)

(B) All self-supporting lattice or guyed towers shall be enclosed within a security fence or other structure designed to preclude unauthorized access. ~~Monopole towers shall be designed and constructed in a manner which will preclude to the extent practical, unauthorized climbing of said structure.~~

~~§36-176177.~~ **Exterior Finish**

~~\_\_\_\_\_.~~ **Notice, Signs and Visual Impact**

~~(A) Exterior Finish. Towers not requiring FAA painting or marking shall have an exterior finish which enhances compatibility with adjacent land uses, subject to review and approval by the City Council as part of the application approval process. All towers which must be approved as a conditional use shall be of stealth design unless stealth features are impractical or the cost of such features represents an undue burden on the applicant.~~

~~(B) Notice. For purposes of this Article, any Tower Development Permit shall require notice to surrounding property owners located within two hundred (200) feet of the legal boundary of the real property where the tower is to be located. An applicant or its designee shall provide this list to the City.~~

~~(C) Signs. No tower may bear any signage or advertisement(s) other than signage required by law or expressly permitted or required by the City.~~

~~(D) Visual Impact. All towers are encouraged to be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the tower.~~

~~§36-177178.~~ **Landscaping**

~~\_\_\_\_\_.~~ All tracts of land on which towers, antenna support structures, telecommunications facilities and/or antennas are located shall be subject to the landscaping requirements of the City Code.

~~§36-178179.~~ **Maintenance, Repair or Modification of Existing Towers**

~~\_\_\_\_\_.~~ All towers constructed or under construction on February 1, 1998 may continue in existence as a non-conforming structure and may be maintained or repaired without complying with any of the requirements of this Article. Nonconforming structures or uses may not be enlarged or the degree of nonconformance increased without complying with this Article, including applying for and obtaining a Tower Development Permit. ~~Any modification or reconstruction of a tower constructed or under construction after February 1, 1998, shall require compliance with the requirements of this Article including applying for and obtaining a Tower Development Permit. Said application shall describe and specify all items which do not comply with this Article and may request, subject to approval by the Mayor and City Council, an exemption from compliance as a condition of the Tower Development Permit.~~

~~§36-179180.~~ **Inspections**

~~\_\_\_\_\_.~~ (A) The City reserves the right to conduct an inspection of towers, antenna support structures, telecommunications facilities and antennas upon reasonable notice to the tower owner or operator to determine compliance with this Article and to prevent structural and equipment failures and accidents which may cause damage, injuries or nuisances to the public. ~~Inspections may be made to determine compliance with the Building Code and any other construction standards set forth in the City Code, federal and state law or applicable ANS Industry standards.~~

~~(B) If, upon inspection, the City concludes that a tower, antenna support structure, telecommunications facilities or antennas fail to comply with codes or standards and constitute a danger to persons or property, then upon written notice being provided to the owner, the owner shall have sixty (60) days to bring such into compliance with the codes and standards. Failure to bring such into compliance within said sixty (60) days shall constitute grounds for removal at the owner's expense.~~

~~§36-180181.~~ **Maintenance**

~~\_\_\_\_\_.~~ The towers, antenna support structures, telecommunications facilities and antennas shall at all times be kept and maintained in good condition, order and repair so that the same ~~does do~~ not constitute a nuisance to or a danger to the life or property of any person or the public.

~~§36-181182.~~ **Abandonment**

~~\_\_\_\_\_.~~ If any tower shall cease to be used for a period of three hundred sixty-five (365) ~~consecutive~~ days, the Building Department shall notify the tower owner that the site will be subject to a determination by the Building Department Director that the site has been abandoned. ~~Upon issuance of a Notice to Show Cause by the Building Department Director, the~~

ORDINANCE NO. 9761 (Cont.)

tower owner shall have thirty (30) days to show by a preponderance of the evidence that the tower has been in use or under repair during the period of apparent abandonment.— In the event the tower owner fails to show that the tower has been in use or under repair during the relevant period, the Building Department Director shall issue a final determination of abandonment of the site and the tower owner shall have seventy five (75) days thereafter to dismantle and move the tower.— In the event the tower is not dismantled and removed, the tower shall be declared a public nuisance by the Building Department Director, or his/her designee and a written request shall be directed to the City Attorney to proceed to abate said public nuisance pursuant to §20-15 of the Grand Island City Code, and charge the costs thereof against the real estate on which the tower is located or the owner of record of the said real estate.

**§36-183. Certificate of Completion, Compliance and Appearance**

(A) A certificate of completion will only be granted upon satisfactory evidence that the tower was installed in substantial compliance with the approved plans and photo simulations.

(B) If it is found that the tower does not substantially comply with the approved plans and photo simulations, the applicant shall make any and all such changes required to bring the tower into compliance promptly.

(C) The site and tower, including all landscaping, fencing and related transmission equipment must be maintained at all times in a neat and clean manner and in accordance with all approved plans.

(D) All graffiti at a tower site must be removed at the sole expense of the permittee after notification by the City to the owner or operator of the tower.

(E) If any FCC, State or other governmental license or any other governmental approval to provide communication services is ever revoked as to any tower site permitted or authorized by the City, the permittee must inform the City of the revocation within thirty (30) days of receiving notice of such revocation.

**§36-184-182. Satellite Dish Antennas, Regulation**

**Regulations**

After February 1, 1998, installation of satellite dish antennas shall be permitted within the zoning jurisdiction of the City of Grand Island only upon compliance with the following criteria:

~~(A) In residential zoned districts, satellite dish antennas may not exceed a diameter of ten (10) feet.~~

~~(B)~~

(A) Single family residences may not have more than one (1) satellite dish antenna.

~~(B)~~ Multiple family residences with ten or less dwelling units may have no more than one (1) satellite dish antenna.— Multiple family residences with more than ten (10) dwelling units may have no more than two (2) satellite dish antennas/dishes.

~~(C)~~ In residential zoning districts, a satellite dish antennas shall not be installed in the required front yard setback area or side yard setback area.

~~(D)~~ All satellite dish antennas/dishes installed within the zoning jurisdiction of the City after February 1, 1998, shall be of a neutral color such as black, gray, brown, or such other color as will blend with the surrounding dominant color in order to camouflage the antennadish.

**§36-183-185. Severability**

— If any clause, section, or any other part of this Article shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Article shall not be affected thereby, but shall remain in full force and effect.

**§36-186.-**

**- Conflicts**

These Macro Cell Towers regulations are in addition to other regulations in the City Code. In case of a conflict between regulations, the more restrictive shall apply.

~~§36-184. Reserved~~

~~§36-185. Reserved~~

~~§36-186. Reserved~~

**§36-187. Reserved**

ORDINANCE NO. 9761 (Cont.)

SECTION 2. Sections 36-168 and 36-187 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within 15 days according to law.

Enacted: January 28, 2020

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item F-8

**#9762 - Consideration of Amending Chapter 34 of the Grand Island City Code Relative to Small Cell Antenna's in Public Right-of-Way**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** City Staff (Public Works, Planning, Building, Administration, Utilities, Legal)

**Meeting:** January 28, 2020

**Subject:** Proposed Changes to Chapter 34 Telecommunication and Public Transportation

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

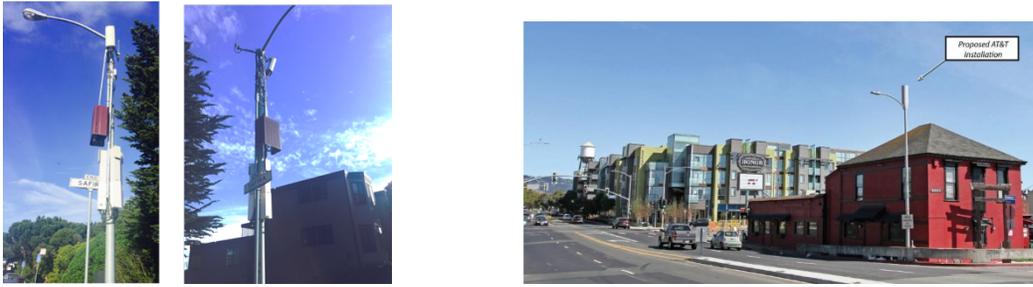
## Background

Since late 2018 both the Federal Communications Commission (FCC) and the State of Nebraska have made changes to the rules and regulations for the placement of private small cell wireless technology in the public rights-of-way. City staff from multiple departments that work in or with the right-of-way and regulations have worked with Bob Duchen of River Oaks Communications out of Colorado Springs, Colorado to craft regulations that create a workable environment for Cellular companies wishing to operate in Grand Island while protecting the public use of the right-of-way.

## Discussion

Both the FCC and the State of Nebraska have made it clear through the exercise of their regulatory powers that small wireless facilities are a priority. They have granted powers to these private companies to utilize the public right-of-way for commercial purpose. Staff from the City of Grand Island is recommending the attached amendments to Chapter 34 Telecommunication and Public Transportation to layout a framework and process for permitting small wireless facilities in the public right-of-way on both existing pole with an order of preference outlined by the City and on new poles that may be constructed in the right-of-way.

A Small Wireless Facility is defined as: *a wireless facility that meets each of the following conditions: (1) The facilities (a) are mounted on structures fifty feet or less in height including the antennas or (b) are mounted on structures no more than ten percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than twenty-eight cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.*



*Pictures of Small Wireless Facilities*

These facilities will fit on a typical light pole and we have permitted several of them throughout the city over the past two or three years. We are anticipating that there will be an increased demand for these facilities as cellular companies seek to densify their signal coverage and begin to introduce 5G technologies. Some estimates suggest that companies will need up to 110 antennas per square mile to achieve coverage that will permit 5G connectivity.

The proposed regulations balance the federal and state requirements to allow these facilities within the public right-of-way and the management of that right-of-way by the City on behalf of the public. City staff has identified these as preferred pole locations: existing street lights, relocated street lights, replacement of street light (with a pole of dual functionality), and the following locations as permitted with additional site analysis provide by the applicant: new poles, electric distribution poles if they can meet the attachment requirements, traffic control signal poles.

The attached ordinance will be inserted into Chapter 34 in sections that are currently reserved and the ordinance will be renumbered accordingly.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the proposed changes as presented.

### **Sample Motion**

Move to approve as recommended.

ORDINANCE NO.9762

An ordinance to amend Chapter 34 of Grand Island City Code; to amend Article II adding Sections 34-75 thru 34-87; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

**Article II. Wireless Communication Facilities**

**§34-75. Purpose**

The provisions of this Article shall be known as the Wireless Communication Facilities regulations. It is the purpose of these provisions to delineate restrictions, development standards and siting criteria, and establish removal procedures in order to protect the City from the uncontrolled siting of wireless communication facilities in locations that have significant adverse effects and cause irreparable harm. It is further the purpose of these provisions:

(A) To protect the community’s visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City’s goal to minimize the visual impact of wireless communication facilities on the community, particularly in and near residential zoning districts and historic districts and landmarks;

(B) To promote and protect the public health, safety and welfare, preserve the aesthetic character of the Grand Island community, and to reasonably regulate the development and operation of wireless communication facilities within the City to the extent permitted under state and federal law;

(C) To minimize the impact of wireless communication facilities by establishing standards for siting design;

(D) To preserve the opportunity for continued and growing service from the wireless industry;

(E) To accommodate the growing consumer need and demand for wireless communication services;

(F) To establish clear guidelines and standards and an orderly process for review intended to facilitate the deployment of wireless transmission equipment, to provide advanced communication services to the City, its residents, businesses and the community at large;

(G) To ensure City zoning regulations are applied consistently with federal and state telecommunications laws, rules, regulations and controlling court decisions;

(H) To provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (1) prohibit or effectively prohibit the provision of wireless services, (2) unreasonably discriminate among functionally equivalent service providers, or

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney

ORDINANCE NO.9762 (Cont.)

(3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission; and

(I) To incorporate the legislative findings and declarations in Nebraska Revised Statute 86-1202.

**§34-76. Definitions**

All terms in this Article which are not specifically defined herein shall be construed in accordance with the Communications Act of 1934, the Telecommunications Act of 1996 and the Orders, Rules and Regulations of the Federal Communications Commission. As used in this Article, the following terms shall have the meanings set forth below:

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

Antenna array means a single or group of antenna elements, not including small wireless facility antennas, and associated mounting hardware, transmission lines, remote radio units, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving wireless communication signals.

Antenna support structure means any building or structure other than a tower which can be used for the location of wireless communication facilities.

Applicable codes means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes so long as such amendments are not in conflict with the Small Wireless Facilities Deployment Act and to the extent such codes have been adopted by the authority and are generally applicable in the jurisdiction.

Applicant means any person who submits an application and is a wireless provider.

Application means a written request submitted by an applicant to an authority (1) for a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or (2) for a permit for approval for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility.

Authority means the State of Nebraska or any agency, county, city, village, or other political subdivision thereof, except as otherwise excluded herein. Authority does not include public power suppliers, state courts having jurisdiction over an authority, or an entity that does not have zoning or permit-granting authority.

Authority pole means a utility pole owned, managed, or operated by or on behalf of an authority.

Collocate or collocation means to install, mount, maintain, modify, operate, or replace small wireless facilities on or adjacent to a wireless support structure or utility pole.

ORDINANCE NO.9762 (Cont.)

Collocate or collocation does not include the installation of a new utility pole or new wireless support structure in the right-of-way.

Communications facility means the set of equipment and network components including wires, cables, and associated facilities used by a cable operator as defined in 47 U.S.C. 522(5), as such section existed on January 1, 2019, a telecommunications carrier as defined in 47 U.S.C. 153(51), as such section existed on January 1, 2019, a provider of information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, or a wireless services provider, to provide communications services, including cable service as defined in 47 U.S.C. 153(8), as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, wireless services, or other one-way or two-way communications service.

Communications network means a network used to provide communications service.

Communications service means a cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, a telecommunications service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, or a wireless service.

Communications service provider means a cable operator as defined in 47 U.S.C. 522, a provider of information service as defined in 47 U.S.C. 153, or a telecommunications carrier as defined in 47 U.S.C. 153, as such sections existed on January 1, 2019. Communications service provider includes a wireless provider.

Decorative pole means an authority pole that is specially designed and placed for aesthetic purposes.

Distributed Antenna System or DAS means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

Electric distribution pole means a pole and wires that carry approximately 14,000 volts.

Electric transmission pole means a pole and wires that carry 69,000 volts or more.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Fee means a one-time, nonrecurring charge.

Historic district means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with Stipulation VI.D.1.a (i)-(v) of the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission codified at 47 C.F.R. part 1, Appendix C, as such regulation existed on January 1, 2019, or designated pursuant to state historic preservation law if such designation exists at the time of application.

Law means federal, state, or local law, statute, common law, code, rule, regulation, order, resolution or ordinance.

ORDINANCE NO.9762 (Cont.)

Macro cell means an antenna or antennas mounted on or in a tower, ground-based mast, rooftops or structures, at a height that provides coverage to the surrounding area, excluding small wireless facilities and distributed antenna systems.

Microwireless facility means a small wireless facility that is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height and with any exterior antenna no longer than eleven inches.

Permit means a written authorization required by an authority to perform an action, initiate, continue, or complete installation of a small wireless facility on an existing utility pole or attached to an existing wireless support structure, or to install, modify, or replace a utility pole to support installation of a small wireless facility.

Person means an individual, a corporation, a limited liability company, a partnership, an association, a trust, or any other entity or organization, including an authority.

Public power supplier means a public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric utility or a rural public power supplier.

Rate means a recurring charge.

Right-of-way means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in section 39-1302, the National System of Interstate and Defense Highways, or a private easement.

Rural public power supplier means a public power district, a public power and irrigation district, an electric cooperative, or an electric membership association, that does not provide electric service to any city of the metropolitan class, city of the primary class, or city of the first class.

Small wireless facility means a wireless facility that meets each of the following conditions: (1) The facilities (a) are mounted on structures fifty feet or less in height including the antennas or (b) are mounted on structures no more than ten percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than twenty-eight cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.

Street light means, for purposes of this Article, poles used or to be used for the City's lighting in the right-of-way and City parks, and street lights in other areas as may be approved by the City. The term street lights includes non-standard street lights; however, the

ORDINANCE NO.9762 (Cont.)

term does not include traffic signal poles, electric transmission and distribution poles, or light poles for sports fields or arenas, stadium lighting or other lighting of any kind, and does not pertain to poles or other structures owned by others regardless of whether maintained by the City for lighting or any other purpose.

Technically feasible means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location, can be implemented without a reduction in the functionality of the small wireless facility.

Traffic signal means a set of automatically operated colored lights, typically red, amber, and green, for controlling traffic at road intersections and crosswalks. Traffic control signals are devices placed along, beside, or above a roadway to guide, warn, and regulate the flow of traffic, which includes motor vehicles, motorcycles, bicycles, pedestrians and other road users.

Transmission equipment means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, microwave dishes, coaxial or fiber-optic cable, and regular and backup power supplies. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Utility pole means a pole located in the right-of-way that is used for wireline communications, lighting, the vertical portion of support structures for traffic control signals or devices or a similar function, or for the collocation of small wireless facilities and located in the right-of-way. Utility pole does not include (1) wireless support structures, (2) any transmission infrastructure owned or operated by a public power supplier or rural public power supplier, and (3) any distribution or communications infrastructure owned or operated by a rural public power supplier. Notwithstanding the mandatory inclusion of this definition by the Small Wireless Facilities Deployment Act, for purposes of this Article, the City strongly discourages the placement of small wireless facilities on the vertical portion of support structures for traffic control signals for public welfare and safety reasons.

Utility support structure means utility poles or utility towers supporting electrical, telephone, cable or other similar facilities.

Wireless Communication Facilities or WCF means equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of a group of antennas, a tower or base station, transmission cables and other transmission equipment, backup power supplies, power transfer switches, cut-off switches, electric meters, coaxial cables, fiber optic cables, wires, telecommunications demarcation boxes and related materials and equipment and an equipment enclosure or cabinets including small wireless facilities.

ORDINANCE NO.9762 (Cont.)

Wireless facility means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (a) equipment associated with wireless communications and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular power supply, and small back-up battery, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include (a) the structure or improvements on, under, or within the equipment which is collocated, (b) coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to, or directly associated with, a particular antenna, or (c) a wireline backhaul facility.

Wireless infrastructure provider means any person, including a person authorized to provide telecommunications service in the State of Nebraska, when acting to build or install wireless communication transmission equipment, wireless facilities, or wireless support structures, but that is not a wireless services provider.

Wireless provider means a wireless services provider or a wireless infrastructure provider when acting as a coapplicant for a wireless services provider.

Wireless services means any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether mobile or at a fixed location, provided to the public using wireless facilities.

Wireless services provider means a person who provides wireless services.

Wireless support structure means a structure such as a guyed or self-supporting tower, billboard, building, or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the collocation of small wireless facilities. Wireless support structure does not include a utility pole.

Wireline backhaul facility means an above-ground or underground facility used to transport communications services from a wireless facility to a communications network.

**§34-77. Applicability**

(A) Public Power Supplier Poles: A public power supplier shall not be required to allow the collocation of small wireless facilities on utility poles owned, operated, or managed by a public power supplier except pursuant to a negotiated pole attachment agreement containing reasonable and nondiscriminatory terms and conditions, including, but not limited to, applicable rates, and the permit, operational, and safety requirements of the public power supplier. The City is a public power supplier.

(B) Annual Rate for Collocation on Public Power Supplier Poles: The annual pole attachment rate for the collocation of a small wireless facility supported by or installed on a utility pole owned, operated, or managed by a public power supplier shall be fair, reasonable, nondiscriminatory, cost-based, and set by the board of such public power supplier in accordance with section 70-655.

ORDINANCE NO.9762 (Cont.)

(C) All new antennas, DAS and small wireless facilities in all zoning districts shall be subject to these regulations.

(D) A Tower Development Permit and Conditional Use Permit are required if a pole is to be located outside of the right-of-way.

(E) New antenna arrays meeting the requirements of §34-81 are permitted outright.

(F) DAS and small wireless facilities are permitted uses pursuant to §34-77(L).

(G) Antennas attached to distribution poles and street light poles in the public right-of-way shall not extend more than ten (10) feet above the highest point of the pole structure and may be installed: 1) when permitted by the pole owner's franchise; or 2) by amendment to the pole owner's franchise or right-of way use easement and consent of the City upon payment of reasonable compensation for use of the right-of-way.

(H) Preexisting antennas shall not be required to meet the requirements of this Article unless modified as described by this Article.

(I) The following are exempt from this Article:

(1) FCC licensed amateur (ham) radio facilities;

(2) Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;

(3) A WCF installed upon the declaration of a state of emergency by the federal, state or local government, or a written determination of public necessity by the City; except that such facility must comply with all federal and state requirements. The WCF shall be exempt from the provisions of this Article for up to one month after the duration of the state of emergency;

(4) A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WCF shall be exempt from the provisions of this Article for up to two weeks before and one week after the duration of the special event;

(5) Other temporary, commercial WCFs installed for a period of up to ninety (90) days, subject to the City's discretion; provided that such temporary WCF will comply with applicable setbacks and height requirements;

(6) Antennas attached to existing structures (such as commercial buildings, houses or apartments) for Internet purposes and uses, solely for occupants of the building, for which the antennas are attached as long as the height limitations of the zoning district are not exceeded and the antenna design is satisfactory to the City; and

(7) Routine maintenance and repair of antennas and replacement of antennas so long as the replacement antennas are of similar design, size, type, height, weight and color. Applicable building permits may be required for antenna replacement.

(J) Pole-Mounted Equipment: All pole-mounted transmission equipment shall be mounted as close as technically possible to the pole so as to reduce the overall visual profile to the maximum extent feasible subject to applicable safety codes.

ORDINANCE NO.9762 (Cont.)

(K) License or Agreement: For all WCFs to be located within the right-of-way, prior to submitting for a permit, the applicant must have a valid municipal agreement, license, franchise or exemption otherwise granted by applicable law. Prior to the installation or construction of a WCF within the right-of-way or a utility easement, the registrant or provider must notify all utilities located within such right-of-way regarding the use of the right-of-way or easement.

(L) Subject to the other requirements of this Article, Distributed Antenna Systems and small cells in the right-of-way are subject to approval via permits and administrative review by the City Administrator for use outside of the right-of-way and the Public Works Department for use inside of the right-of-way unless their installation requires the construction of a new pole exceeding the maximum height limitation of the underlying zoning district. A permit is required for replacement utility support structures.

(M) Use of Street Lights: For public safety and welfare considerations, the City strongly discourages wireless providers from placing small wireless facilities on any poles (street light, traffic signal or otherwise) located at an intersection having traffic control signals. Instead, the City encourages wireless providers to place small wireless facilities on street lights elsewhere in the right-of-way. The City also encourages wireless providers to place small wireless facilities on structures or buildings outside of the right-of-way rather than placing new poles in the right-of-way.

(N) For public safety and welfare reasons, the City will not allow the placement of small wireless facilities on electric transmission poles. However, small wireless facilities may be placed on distribution poles subject to the other requirements of this Article.

**§34-78. Access to Right-of-Way**

(A) General Terms:

(1) The term of an Agreement shall be for up to ten (10) years unless extended by mutual written agreement of the parties.

(2) The Agreement authorizes the provider's non-exclusive use of the right-of-way for the sole purpose of installing, maintaining and operating wireless communication facilities, including any pole built for the sole or primary purpose of supporting the wireless communication facilities to provide the services expressly authorized in the Agreement, subject to applicable laws, this Article and the terms and conditions of the Agreement. The Agreement authorizes use only of the right-of-way in which the City has an actual interest. It is not a warranty of title or interest in any right-of-way, and it does not confer on the provider any interest in any particular location or to a superior or preferred location within the right-of-way. All use of City poles or other structures in the right-of-way shall require payment of fees for such use.

ORDINANCE NO.9762 (Cont.)

(3) The provider shall, at its sole cost and expense, keep and maintain its wireless communication facilities and poles in the right-of-way in a safe condition, and in good order and repair.

(4) In the event of an emergency regarding the provider's small wireless facilities, or related poles, the provider shall immediately notify the City of the nature of the emergency and planned response to the emergency.

(B) Permit Required: No person may construct, install or maintain in the right-of-way any wireless communication facilities or pole without first receiving a permit from the Public Works Department.

(C) Application Requirements: The application shall be submitted by the provider or its duly authorized representative to the City Engineer. Applications shall contain the following:

(1) The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant.

(2) The names, addresses, telephone numbers, and email addresses of all consultants, if any, acting on behalf of the applicant or provider with respect to the filing of the application.

(3) A description of the proposed work and wireless communication facility sufficient to demonstrate compliance with the provisions of this Article.

(4) If applicable, a copy of the authorization from the owner of the pole, tower or support structure on or in which the wireless communication facility will be placed or attached.

(5) Detailed construction drawings and photo simulations regarding the proposed wireless communication facility.

(6) To the extent the proposed wireless communication facility involves collocation on a pole, tower or support structure, a structural report prepared by a Nebraska licensed professional engineer evidencing that the pole, tower or support structure will support the collocation (or that the pole, tower or support structure will be modified to meet structural requirements) in accordance with applicable codes.

(7) For any new above-ground wireless communication facilities, accurate visual depictions or representations, if not included in the construction drawings or photo simulations.

(8) Any other submission requirements per published City policies or regulations.

(D) Pole Attachment or Other Agreement: Prior to installing in the right-of-way any wireless communication facility, or any pole built for the sole or primary purpose of supporting a wireless communication facility, a person shall enter into a Pole Attachment or other agreement ("Agreement") with the City expressly authorizing use of the right-of-way for the wireless communication facility or pole proposed to be installed. The Agreement shall provide for the attachment to City-owned poles or structures

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in the right-of-way in addition to poles or structures owned by unrelated third parties, provided that the applicant secures the written consent of the third party for such attachment.

**§34-79. Preferred Pole Locations**

(A) All poles for supporting small wireless facilities in the right-of-way are permitted only after applying the following siting priorities, ordered from most-preferred (1) to least-preferred (6):

- (1) existing street lights;
- (2) relocated street lights;
- (3) replacement of street lights (with a pole of dual functionality) at the same location that can structurally support the Small Wireless Facilities;
- (4) new poles in the right-of-way specifically for Small Wireless Facilities;
- (5) electric distribution poles if they can meet the pole attachment agreement requirements;
- (6) traffic control signals but they must show why none of the other choices will work and ensure that the provider's equipment will not interfere with the functionality of the traffic signals.

(B) The applicant for a pole shall address preferences 4-6 in an alternative sites analysis prepared pursuant to §34-80 below.

**§34-80. Alternative Sites Analysis**

(A) For a pole other than 1-3 in §34-79, the applicant must address the City's preferred locations with a detailed explanation justifying why a site of higher priority was not selected. The City's location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage or capacity objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

(B) A complete alternative sites analysis provided under this subsection may include less than three (3) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least three (3) potentially available, higher ranked, alternative sites.

(C) For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives the applicant will provide (a) a description of its objective, whether it be to address a deficiency in coverage or capacity; (b) detailed maps or other exhibits with clear and concise Radio Frequency ("RF") data to illustrate that the objective is not met using the alternative (whether it be collocation or a

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more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

**§34-81. Antenna Arrays**

Antenna arrays are permitted in any zoning district as long as they are located upon an existing structure, excluding single family and duplex properties, that provides sufficient elevation for the array's operation without the necessity of constructing a tower or other apparatus to extend the antenna array more than ten feet (10') above the structure. Installation on City property requires the execution of necessary agreements.

**§34-82. Accessory Uses, Equipment, Design, and Standards**

(A) Accessory Uses.

(1) Accessory uses shall be limited to such structures and equipment that are necessary for transmission or reception functions, and shall not include broadcast studios, offices, vehicles or equipment storage, or other uses not essential to the transmission or reception functions.

(2) All accessory buildings shall be constructed of building materials equal to or better than those of the primary building on the site and shall be subject to applicable permits.

(B) Accessory Equipment. All accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment shelter or cabinet that is (1) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (2) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.

(C) Site Design Flexibility. Individual WCF sites vary in the location of adjacent buildings, existing trees, topography and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the WCF and supporting equipment may be installed so as to best camouflage, disguise them, or conceal them, to make the WCF more closely compatible with and blend into the setting or host structure, upon approval by the City.

(D) General Standards

(1) Landscaping and Screening: Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with landscaping (except for those in the right-of-way) as required for the district in which they are located or with another design acceptable to the City. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small wireless facility) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of

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the ADA (including, but not limited to, clear space requirements) shall be met by the applicant.

(2) New Poles: To the extent technically feasible, new poles must be designed to match the existing light fixtures and other poles, and they shall serve a dual purpose (for example, a new light fixture, flag pole or banner clips).

(E) Radio Frequency (RF) Emissions Compliance Report. A written report will be prepared, signed and sealed by a Nebraska-licensed professional engineer which assesses whether the proposed WCF demonstrates compliance with the RF emissions limits established by the FCC. In no event shall any small wireless facilities, either individually or collectively with those of others, exceed the maximum permissible RF emission standards of the FCC. In the event the FCC's maximum permissible RF standards are exceeded, the wireless provider shall immediately cease and desist the use of its equipment and facilities.

**§34-83. Independent Technical and Legal Review**

Although the City intends for City staff to review applications to the extent feasible, the City may retain the services of an independent technical expert and attorney of its choice to provide evaluations of permit applications for WCFs. The consultant shall have verifiable experience in the field of wireless communication facilities. The consultant's review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed WCF complies with the applicable approval criteria set forth in this Article. The applicant shall pay the reasonable cost for any independent consultant fees through a deposit, estimated by the City, within ten (10) days of the City's request. When the City requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the City receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City before the permit is issued. The consultant shall provide an itemized description of the services and related fees and charges.

**§34-84. Indemnification**

Each permit issued for a WCF located on City property shall be deemed to have as a condition of the permit a requirement that the applicant, registrant and wireless provider defend, indemnify and hold harmless the City and its officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, actions or causes of action as a result of the

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permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

**§34-85. FCC Shot Clock Requirements**

(A) Eligible Facilities Request. This Section implements Section 6409(a) of the Spectrum Act, 47 U.S.C. Section 1455(a), as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018 which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. Eligible Facilities Requests shall be governed by the provisions of Federal law including, but not limited to, application review, the sixty (60) day shot clock, tolling and deemed granted remedy.

(B) Collocation for other than Small Wireless Facilities. This Section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018 regarding collocation applications for other than small wireless facilities including, but not limited to, application review, the ninety (90) day shot clock and tolling.

(C) New Macro Cell Tower. This Section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018 regarding new macro cell tower applications including, but not limited to, application review, the one hundred fifty (150) day shot clock and tolling.

(D) Small Wireless Facilities - Collocation on Existing Structures. This Section implements the shot clock procedures that are contained in the Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the collocation of small wireless facilities on existing structures, including but not limited to application review, the sixty (60) day shot clock, resetting the sixty (60) day shot clock once the City timely sends a notice of an incomplete application and tolling.

(E) Small Wireless Facilities - New Structure. This Section implements the shot clock procedures that are contained in the Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the construction of small wireless facilities on a new structure, including but not limited to application review, the ninety (90) day shot clock, resetting the ninety (90) day shot clock once the City timely sends a notice of an incomplete application and tolling.

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**§34-86. Multiple Sites in One Application**

An applicant may propose no more than ten (10) sites in a consolidated application. The denial of a site in a consolidated application shall not affect the approval of any remaining sites.

**§34-87. Severability and Conflicts**

(A) If any section, subsection, sentence, clause, phrase or other portion of this Article, or its application to any person is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(B) These Wireless Communication Facilities regulations are in addition to other regulations in the City Code. In case of a conflict between regulations, the more restrictive shall control.

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

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

Enacted: January 28, 2020

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item F-9

**#9763 - Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Sewers and Sewage Disposal**

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

# Council Agenda Memo

**From:** Jon Menough PE, Wastewater Plant Engineer

**Meeting:** January 28, 2020

**Subject:** Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Sewers and Sewage Disposal

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

## Background

Proposed revisions to Chapter 30 of the City Code have been drafted for City Council consideration. The applicable section of the existing city code with markups is shown in this memo. A clean version of the proposed city code is attached as an ordinance.

## Discussion

The previous revision of Chapter 30 was approved via Ordinance No. 9641 dated August 8, 2017, and due to several changes that have taken place further updates are necessary. The following items are addressed in the attachment and will allow for current and concise information within City Code Chapter 30.

- Addition of Total Nitrogen within the definition of *Normal Strength Wastewater* in Section 30-1
- Updates within Sections 30-57 and 30-58 related to the changes in FY 2020 Fee Schedule; changing from Total Kjeldahl Nitrogen (TKN) to Total Nitrogen
- Revisions within Section 30-67 regarding Excessive Pollutant Penalty according to FY 2020 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 changes to Chapter 30 of the City Code

## **Sample Motion**

Move to approve the ordinance revising a code section in Chapter 30 of the Grand Island City Code.

## CHAPTER 30 SEWERS AND SEWAGE DISPOSAL

### Article I. Generally

#### §30-1. Definitions

The definitions of certain words and phrases used in this chapter shall be as follows:

Act shall mean the Clean Water Act of 1977 (PL 95-217), and any amendments thereto, as well as any guidelines, limitations, and standards promulgated by EPA, pursuant to the Act.

Ammonia shall mean the chemical combination of hydrogen and nitrogen occurring in nature expressed as NH<sub>3</sub>, NH<sub>2</sub>, or any of its derivatives as contained in the wastewater flow.

BOD (biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter by weight. BOD shall be determined by standard methods as hereinafter defined.

Biodegradable Oils and Grease shall mean fats, oils, and greases of animal or vegetable origin contained in the wastewater flow.

Building Sewer shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of a building and conveys it to the lateral sewer. The building sewer shall extend two feet outside the building wall.

Chloride shall mean the anion CL<sup>-</sup> (Negative Charge at top of CL)

City shall mean the City of Grand Island, Nebraska.

Compatible Wastes shall mean wastes containing pollutants for which the water pollution control plant was basically designed to treat and which are identified in the NPDES permit that is applicable to this treatment plant.

Composite shall mean the makeup of a number of individual samples, so taken as to represent the nature of wastewater or industrial wastes.

Constituents shall mean the combination of particles, chemicals, or conditions which exist in industrial wastes.

Conductivity shall mean the measure of the ability of an aqueous solution to carry an electric charge

Cooling Water shall mean the cleaned wastewaters discharged from any system of heat transfer such as condensation, air conditioning, cooling, or refrigeration.

Department shall mean the City's Department of Public Works.

Director shall mean the Director of the Department of Public Works or his or her authorized representative.

EPA shall mean the United States Environmental Protection Agency.

ICR shall mean industrial cost recovery.

Industrial Plant shall mean any facility which discharges industrial wastes as defined in this ordinance.

Industrial User shall mean:

(A) any nongovernmental, nonresidential user of the City's treatment works which discharges more than the equivalent of 25,000 gallons per day of sanitary waste, or a volume of process waste, or combined process and sanitary waste, equivalent to 25,000 gallons per day of sanitary waste and which is identified in the Standard Industrial Classification Manual under Divisions A, B, D, E, and I; or

(B) any nongovernmental user of the City's treatment works which discharges wastewater to the treatment works which contains toxic pollutants or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.

Industrial Wastes shall mean the liquid wastes resulting from the processes employed in industrial, manufacturing, trade or business establishments, as distinct from domestic wastes.

Lateral Sewer shall mean the sanitary sewer that extends from the building sewer to the public sanitary sewer system.

Major Contributing Industry shall mean an industrial user that:

(A) has a flow of 50,000 gallons or more per average work day; or

(B) has a waste strength greater than 5 percent of the plant design capacity; or

(C) has in its waste a toxic pollutant in toxic amounts; or

(D) is found to have significant impact, either singly or in combination with other contributing industries, on the water pollution control plant, or upon the quality of the plant effluent.

mg/L shall mean milligrams per liter.

Natural Outlet shall mean any natural outlet extending to a water course, pond, or other body of surface or groundwater.

Normal Strength Wastewater shall mean wastewater with pollutant strength values not exceeding the following:

TKN.....	30mg/L
Biochemical Oxygen Demand.....	250 mg/L
Hydrogen Sulfide.....	0mg/L
Suspended Solids.....	250 mg/L
Biodegradable Oils and Grease.....	100 mg/L
Chloride.....	230 mg/L
Nitrate.....	25 mg/L
<b>Total Nitrogen.....</b>	<b>25 mg/L</b>

Where the nature of the wastewater does not permit BOD determination, COD shall be substituted according to the relation  $BOD = (K) (COD)$ , where "K" is a constant to be determined by the Department.

NPDES Permit shall mean the National Pollutant Discharge Elimination System Permit as established by the Act. All municipalities, industries, and commercial enterprises that discharge to surface watercourses are required to have NPDES permits approved by EPA and in Nebraska by the Department of Environmental Quality.

Owner shall have the same meaning as Person defined in this section.

Planning Area shall mean the Grand Island planning area as adopted by the Regional Planning Commission.

Person or Owner shall mean any individual, firm, company, association, developer, corporation, or group.

pH shall mean the logarithm of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.

Pollution shall mean the placing of any noxious or deleterious substance in any waters of the City in quantities which are or may be potentially harmful or injurious to human health or welfare, animal or aquatic life, or property, or unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

Pretreatment shall mean the application of physical, chemical and biological processes to reduce the amount of pollutants in or alter the nature of the pollutant properties in a wastewater prior to discharge into a sanitary sewer.

Public Sewer shall mean the sanitary and/or storm sewers owned by the people of Grand Island and controlled and maintained by the Department of Public Works.

Residential Strength Wastewater shall mean wastewater with pollutant strength values which average 250 mg/L of BOD and 250 mg/L of SS.

Sanitary Sewer shall mean a sewer which carries sanitary wastewater and industrial wastes and to which storm, surface, and groundwaters are not intentionally admitted.

Sanitary Sewerage System shall mean all facilities for collecting, pumping, and transporting wastewater to the water pollution control plant.

Sanitary Wastes or Wastewater shall mean the water carried wastes discharged from building sewers by reason of human occupancy.

Shall is mandatory; May is permissive.

Standard Methods shall mean those procedures or methods established by the latest edition of the "Standard Methods for the Examination of Water and Wastewater," as prepared, approved, and published jointly by the American Public Health Association and the American Water Works Association.

Storm Sewer or Storm Drain shall mean a sewer which carries storm waters, surface runoff, street wash waters and drainage, but which excludes sanitary wastewater and industrial wastes, other than unpolluted cooling water.

Suspended Solids (SS) shall mean solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and which are removable by laboratory filtering, expressed in milligrams per liter (mg/L).

Total Kjeldahl Nitrogen (TKN) shall mean the sum of organic nitrogen, ammonia (NH<sub>3</sub>), and ammonium (NH<sub>4</sub><sup>+</sup>)

Total Sulfides shall mean the chemical combination of dissolved hydrogen sulfide gas (H<sub>2</sub>S); dissolved ionic sulfide in the form of HS<sup>-</sup> and S<sup>-2</sup> and acid-soluble metallic sulfide present in suspended matter

Toxic shall mean constituents of wastes which adversely affect the organisms involved in wastewater treatment.

Unpolluted Water or Drainage shall mean water to which no pollutants have been added, either intentionally or accidentally.

Wastewater Treatment Facility shall mean the wastewater treatment facility owned and operated by the City for the benefit of all persons located within the City's planning area.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently.

*Wastewater* shall mean the liquid and water carried domestic or industrial wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the City's treatment works.

*Wastewater Treatment Works* shall mean the sanitary sewers, pumping, and other equipment and their appurtenances, and other facilities which are an integral part of the wastewater collection and treatment processes and treatment residue disposal system.

### **§30-57. Discharge Permit; Application**

Persons requiring a discharge permit shall complete and file with the Department an application in the form prescribed by the director and accompanied by applicable fees. Except as otherwise agreed in writing by the director, the applicant shall submit, in units and terms appropriate for evaluation, the following information:

- (1) Name, address, and Standard Industrial Classification (SIC) number of applicant.
- (2) Volume of waste to be discharged.
- (3) Waste constituents and characteristics including BOD, suspended solids, pH, biodegradable oils and grease, total sulfides, TKN, **nitrates, ammonia, and total nitrogen**, and any others required by the director.
- (4) Time and duration of discharge.
- (5) Average and thirty minute peak waste flow rates, including daily, weekly, monthly, and seasonal variations, if any.
- (6) Ground plan or plat sufficient to indicate locations of building sewers, building drains, process waste sewers, monitoring facilities and pretreatment facilities with respect to buildings, property lines, streets, public sewers, and industrial process facilities.
- (7) Description of plant activities, facilities, and processes, including all types of waste which are or could be discharged.
- (8) Each product produced by type, amount, and rate of production when required to determine compliance with pretreatment standards.
- (9) Number and type of employees, and hours of work.
- (10) Any other information the director may feel is necessary to evaluate the permit application.

The Department will evaluate the data furnished and may require additional information. After evaluation of the data furnished, the director may issue a discharge permit subject to the terms and conditions of this ordinance. Wastewater constituents and characteristics shall not be recognized as confidential information.

### **§30-58. Discharge Permit; Requirements**

Discharge permits may contain any or all of the following conditions and requirements:

- (1) The average and maximum waste pollutant concentrations permitted to be discharged into the sanitary sewers.
- (2) The maximum daily amounts of BOD, suspended solids, pH, biodegradable oils and grease, total sulfides, TKN, **nitrates, ammonia, total nitrogen, chlorides, conductivity and any others required by the director**, permitted to be discharged into the sanitary sewers.
- (3) Limits on rate and time of discharge and requirements on flow regulations and equalization.
- (4) Requirements for installation of inspection and sampling facilities.
- (5) Pretreatment requirements.
- (6) Specifications for monitoring programs which may include sampling locations, frequency and methods of sampling and the number, types, and standards for tests and reporting schedule.
- (7) Requirements for submission of technical reports or discharge reports.
- (8) Requirements for maintaining plant records relating to waste discharges as specified by the director and making the records available to the Department.
- (9) Additional requirements as may be determined by the director.

### **§30-67. Excessive Pollutant Penalty**

If a person discharges amounts of permissible pollutants in excess of the amounts permitted in the discharge permit, as stated in §30-71, **a charge for "Excessive Pollutant Penalty" in accordance with the City of Grand Island Fee Schedule**, per day of violation shall be imposed and paid by the person discharging wastes in violation of the permit.

**§30-71. Pollutants Subject to Surcharge**

The monthly amount of pollutants subject to the surcharge will be based on the average loading per plant operating day, times the number of operating days in the month the limits are exceeded. The pollutants limits that shall be subject to a surcharge are as follows:

BOD.....	250 mg/L
Suspended Solids or TSS.....	250 mg/L
Fats, Oils, and Grease.....	100 mg/L
Total Nitrogen (Organic & Inorganic).....	25 mg/L
Hydrogen Sulfide.....	0 mg/L
pH.....	less than 6 S.U.
pH.....	greater than 9 S.U.

ORDINANCE NO. 9763

An ordinance to amend Chapter 30 of the Grand Island City Code; to amend Section 30-1 Definitions; Section 30-57 Discharge Permit; Application; Section 30-58 Discharge Permit; Requirements; Section 30-67 Excessive Pollutant Penalty; Section 30-71 Pollutants Subject to Surcharge as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 30 of the Grand Island City Code is hereby amended to read as follows:

**§30-1. Definitions**

The definitions of certain words and phrases used in this chapter shall be as follows:

Act shall mean the Clean Water Act of 1977 (PL 95-217), and any amendments thereto, as well as any guidelines, limitations, and standards promulgated by EPA, pursuant to the Act.

Ammonia shall mean the chemical combination of hydrogen and nitrogen occurring in nature expressed as NH<sub>3</sub>, NH<sub>2</sub>, or any of its derivatives as contained in the wastewater flow.

BOD (biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter by weight. BOD shall be determined by standard methods as hereinafter defined.

Biodegradable Oils and Grease shall mean fats, oils, and greases of animal or vegetable origin contained in the wastewater flow.

Building Sewer shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of a building and conveys it to the lateral sewer. The building sewer shall extend two feet outside the building wall.

Chloride shall mean the anion CL<sup>-</sup> (Negative Charge at top of CL)

City shall mean the City of Grand Island, Nebraska.

Compatible Wastes shall mean wastes containing pollutants for which the water pollution control plant was basically designed to treat and which are identified in the NPDES permit that is applicable to this treatment plant.

Composite shall mean the makeup of a number of individual samples, so taken as to represent the nature of wastewater or industrial wastes.

Constituents shall mean the combination of particles, chemicals, or conditions which exist in industrial wastes.

Conductivity shall mean the measure of the ability of an aqueous solution to carry an electric charge

Cooling Water shall mean the cleaned wastewaters discharged from any system of heat transfer such as condensation, air conditioning, cooling, or refrigeration.

Department shall mean the City's Department of Public Works.

Director shall mean the Director of the Department of Public Works or his or her authorized representative.

EPA shall mean the United States Environmental Protection Agency.

ICR shall mean industrial cost recovery.

Industrial Plant shall mean any facility which discharges industrial wastes as defined in this ordinance.

Industrial User shall mean:

(A) any nongovernmental, nonresidential user of the City's treatment works which discharges more than the equivalent of 25,000 gallons per day of sanitary waste, or a volume of process waste, or combined process and sanitary waste, equivalent to 25,000 gallons per day of sanitary waste and which is identified in the Standard Industrial Classification Manual under Divisions A, B, D, E, and I; or

(B) any nongovernmental user of the City's treatment works which discharges wastewater to the treatment works which contains toxic pollutants or poisonous solids, liquids, or gases in sufficient quantity either singly or

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney

ORDINANCE NO. 9763 (Cont.)

by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.

Industrial Wastes shall mean the liquid wastes resulting from the processes employed in industrial, manufacturing, trade or business establishments, as distinct from domestic wastes.

Lateral Sewer shall mean the sanitary sewer that extends from the building sewer to the public sanitary sewer system.

Major Contributing Industry shall mean an industrial user that:

- (A) has a flow of 50,000 gallons or more per average work day; or
- (B) has a waste strength greater than 5 percent of the plant design capacity; or
- (C) has in its waste a toxic pollutant in toxic amounts; or
- (D) is found to have significant impact, either singly or in combination with other contributing industries, on the water pollution control plant, or upon the quality of the plant effluent.

mg/L shall mean milligrams per liter.

Natural Outlet shall mean any natural outlet extending to a water course, pond, or other body of surface or groundwater.

Normal Strength Wastewater shall mean wastewater with pollutant strength values not exceeding the following:

TKN.....	30mg/L
Biochemical Oxygen Demand.....	250 mg/L
Hydrogen Sulfide.....	0mg/L
Suspended Solids.....	250 mg/L
Biodegradable Oils and Grease.....	100 mg/L
Chloride.....	230 mg/L
Nitrate.....	25 mg/L
Total Nitrogen.....	25 mg/L

Where the nature of the wastewater does not permit BOD determination, COD shall be substituted according to the relation  $BOD = (K) (COD)$ , where "K" is a constant to be determined by the Department.

NPDES Permit shall mean the National Pollutant Discharge Elimination System Permit as established by the Act. All municipalities, industries, and commercial enterprises that discharge to surface watercourses are required to have NPDES permits approved by EPA and in Nebraska by the Department of Environmental Quality.

Owner shall have the same meaning as Person defined in this section.

Planning Area shall mean the Grand Island planning area as adopted by the Regional Planning Commission.

Person or Owner shall mean any individual, firm, company, association, developer, corporation, or group.

pH shall mean the logarithm of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.

Pollution shall mean the placing of any noxious or deleterious substance in any waters of the City in quantities which are or may be potentially harmful or injurious to human health or welfare, animal or aquatic life, or property, or unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

Pretreatment shall mean the application of physical, chemical and biological processes to reduce the amount of pollutants in or alter the nature of the pollutant properties in a wastewater prior to discharge into a sanitary sewer.

Public Sewer shall mean the sanitary and/or storm sewers owned by the people of Grand Island and controlled and maintained by the Department of Public Works.

Residential Strength Wastewater shall mean wastewater with pollutant strength values which average 250 mg/L of BOD and 250 mg/L of SS.

Sanitary Sewer shall mean a sewer which carries sanitary wastewater and industrial wastes and to which storm, surface, and groundwaters are not intentionally admitted.

Sanitary Sewerage System shall mean all facilities for collecting, pumping, and transporting wastewater to the water pollution control plant.

Sanitary Wastes or Wastewater shall mean the water carried wastes discharged from building sewers by reason of human occupancy.

Shall is mandatory; May is permissive.

## ORDINANCE NO. 9763 (Cont.)

Standard Methods shall mean those procedures or methods established by the latest edition of the "Standard Methods for the Examination of Water and Wastewater," as prepared, approved, and published jointly by the American Public Health Association and the American Water Works Association.

Storm Sewer or Storm Drain shall mean a sewer which carries storm waters, surface runoff, street wash waters and drainage, but which excludes sanitary wastewater and industrial wastes, other than unpolluted cooling water.

Suspended Solids (SS) shall mean solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and which are removable by laboratory filtering, expressed in milligrams per liter (mg/L).

Total Kjeldahl Nitrogen (TKN) shall mean the sum of organic nitrogen, ammonia (NH<sub>3</sub>), and ammonium (NH<sub>4</sub><sup>+</sup>)

Total Sulfides shall mean the chemical combination of dissolved hydrogen sulfide gas (H<sub>2</sub>S); dissolved ionic sulfide in the form of HS<sup>-</sup> and S<sup>-2</sup> and acid-soluble metallic sulfide present in suspended matter

Toxic shall mean constituents of wastes which adversely affect the organisms involved in wastewater treatment.

Unpolluted Water or Drainage shall mean water to which no pollutants have been added, either intentionally or accidentally.

Wastewater Treatment Facility shall mean the wastewater treatment facility owned and operated by the City for the benefit of all persons located within the City's planning area.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Wastewater shall mean the liquid and water carried domestic or industrial wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the City's treatment works.

Wastewater Treatment Works shall mean the sanitary sewers, pumping, and other equipment and their appurtenances, and other facilities which are an integral part of the wastewater collection and treatment processes and treatment residue disposal system.

### §30-57. Discharge Permit; Application

Persons requiring a discharge permit shall complete and file with the Department an application in the form prescribed by the director and accompanied by applicable fees. Except as otherwise agreed in writing by the director, the applicant shall submit, in units and terms appropriate for evaluation, the following information:

- (1) Name, address, and Standard Industrial Classification (SIC) number of applicant.
- (2) Volume of waste to be discharged.
- (3) Waste constituents and characteristics including BOD, suspended solids, pH, biodegradable oils and grease, total sulfides, TKN, nitrates, ammonia, and total nitrogen, and any others required by the director.
- (4) Time and duration of discharge.
- (5) Average and thirty minute peak waste flow rates, including daily, weekly, monthly, and seasonal variations, if any.
- (6) Ground plan or plat sufficient to indicate locations of building sewers, building drains, process waste sewers, monitoring facilities and pretreatment facilities with respect to buildings, property lines, streets, public sewers, and industrial process facilities.
- (7) Description of plant activities, facilities, and processes, including all types of waste which are or could be discharged.
- (8) Each product produced by type, amount, and rate of production when required to determine compliance with pretreatment standards.
- (9) Number and type of employees, and hours of work.
- (10) Any other information the director may feel is necessary to evaluate the permit application.

The Department will evaluate the data furnished and may require additional information. After evaluation of the data furnished, the director may issue a discharge permit subject to the terms and conditions of this ordinance. Wastewater constituents and characteristics shall not be recognized as confidential information.

### §30-58. Discharge Permit; Requirements

Discharge permits may contain any or all of the following conditions and requirements:

- (1) The average and maximum waste pollutant concentrations permitted to be discharged into the sanitary sewers.

ORDINANCE NO. 9763 (Cont.)

- (2) The maximum daily amounts of BOD, suspended solids, pH, biodegradable oils and grease, total sulfides, TKN, nitrates, ammonia, total nitrogen, chlorides, conductivity and any others required by the director, permitted to be discharged into the sanitary sewers.
- (3) Limits on rate and time of discharge and requirements on flow regulations and equalization.
- (4) Requirements for installation of inspection and sampling facilities.
- (5) Pretreatment requirements.
- (6) Specifications for monitoring programs which may include sampling locations, frequency and methods of sampling and the number, types, and standards for tests and reporting schedule.
- (7) Requirements for submission of technical reports or discharge reports.
- (8) Requirements for maintaining plant records relating to waste discharges as specified by the director and making the records available to the Department.
- (9) Additional requirements as may be determined by the director.

**§30-67. Excessive Pollutant Penalty**

If a person discharges amounts of permissible pollutants in excess of the amounts permitted in the discharge permit, as stated in §30-71, a charge for “Excessive Pollutant Penalty” in accordance with the City of Grand Island Fee Schedule, per day of violation shall be imposed and paid by the person discharging wastes in violation of the permit.

**§30-71. Pollutants Subject to Surcharge**

The monthly amount of pollutants subject to the surcharge will be based on the average loading per plant operating day, times the number of operating days in the month the limits are exceeded. The pollutants limits that shall be subject to a surcharge are as follows:

BOD.....	250 mg/L
Suspended Solids or TSS.....	250 mg/L
Fats, Oils, and Grease.....	100 mg/L
Total Nitrogen (Organic & Inorganic).....	25 mg/L
Hydrogen Sulfide.....	0 mg/L
pH.....	less than 6 S.U.
pH.....	greater than 9 S.U.

SECTION 2. Section 30 is now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: January 28, 2020.

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

Attest:

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



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-1

### Approving Minutes of January 14, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 14, 2020

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 14, 2020. Notice of the meeting was given in *The Grand Island Independent* on January 8, 2020.

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, Mitch Nickerson, and Chuck Haase. Councilmembers Justin Scott, Julie Hehnke, and Clay Schutz were 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.

INVOCATION was given by Pastor Nathan Frew, Abundant Life Christian Center, 3411 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Brad Foster, Horticulturist with the Parks & Recreation Department for 35 Years of Service with the City of Grand Island. Mayor Steele and the City Council recognized Horticulturist Brad Foster with the Parks and Recreation Department for 35 years of service with the City of Grand Island. Parks & Recreation Director Todd McCoy thanked Mr. Foster for his service. Mr. Foster was present for the recognition.

Recognition of Grand Island Wastewater Division Awards at Fall Conference. Mayor Steele and the City Council recognized the Grand Island Wastewater Division for receiving the Nebraska Water Environmental Association (NWEA) Scott Wilber Large Facility Best in Class Award during the 2019 American Public Works Association (APWA), Nebraska Water Environment Association (NWEA), and the American Water Works Association (AWWA) Fall Conference.

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

#2020-BE-1 - Consideration of Determining Benefits for Sidewalk District No. 1- 2019; 13th Street. Public Works Director John Collins reported that Carlos Guerrero Construction of Grand Island, Nebraska was hired to perform such work in the amount of \$26,400.00. Work was completed at a price of \$31,862.95. The costs for this project will be assessed to the adjacent property. Staff recommended approval.

Motion by Haase, second by Nickerson to approve Resolution #2020-BE-1. Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 3563 Prairieview Street - Prairie Commons MOB, LLC. Utilities Director Tim Luchsinger reported that reported that acquisition of a utility easement located at 3536 Prairieview Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The Utilities Department would be installing a three-phase transformer and 4/0 underground cable to supply electrical power to the Medical Office Building located in the Northeast corner of 3563 Prairieview Street. The proposed easement tract 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.

Public Hearing on Acquisition of Utility Easement - 1415 S. Webb Road - IIC Properties, LLC. Utilities Director Tim Luchsinger reported that reported that acquisition of a utility easement located at 1415 S. Webb Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The Utilities Department would be upgrading the overhead power line along the north side of Bachman Street. The overhead power line crosses through the Northwest corner of the Grantor's property located at 1415 S. Webb Road. The proposed easement tract 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:

The following Ordinances were postponed to the January 28, 2020 City Council meeting.

- #9755 - Consideration of Creation of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivision
- #9756 - Consideration of Amending Salary Ordinance Relative of Meter Readers
- #9757 - Consideration of Approving Benefits for Sidewalk District No. 1- 2019; 13th Street
- #9758 - Consideration of Amending Chapter 20 of the Grand Island City Code Relative to Tobacco

CONSENT AGENDA: Consent Agenda item G-18 (Resolution #2020-16) was pulled for further discussion. Motion by Stelk, second by Conley to approve the Consent Agenda excluding item G-18. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 17, 2019 City Council Regular Meeting.

Approving Minutes of December 30, 2019 City Council Regular Meeting.

#2020-1 - Approving Acquisition of Utility Easement - 3563 Prairieview Street - Prairie Commons MOB, LLC.

#2020-2 - Approving Acquisition of Utility Easement - 1415 S. Webb Road - IIC Properties, LLC.

#2020-3 - Approving Purchase of Distribution Transformers from ERMCO, Inc.(Cahoon Sales) of Iowa City, Iowa and Border States Supply Company (Kriz Davis) of Grand Island, Nebraska.

#2020-4 - Approving Bid Award - Substation Transformer from SPX Transformer Solutions, Inc. of Waukesha, Wisconsin in an Amount of \$885,276.48.

#2020-5 - Approving Bid Award - Cooling Tower Chemicals for Platte Generating Station with Water Engineering, Inc. of Mead, Nebraska in an Amount of \$65,079.00.

#2020-6 - Approving Certificate of Final Completion for Water Main Project 2018-W-10 - Custer Avenue from State Street to Capital Avenue with Van Kirk Brothers Contracting of Sutton, Nebraska.

#2020-7 - Approving Certificate of Final Completion for Concrete Pad Upgrade; Project No. 2019-WWTP-4 with Carlos Guerrero Construction of Grand Island, Nebraska.

#2020-8 - Approving the Certificate of Compliance with the Nebraska Department of Transportation for Maintenance Agreement No. 12; Calendar Year 2019 with the State of Nebraska Department of Transportation.

#2020-9 - Approving Change Order No. 5 for Lift Station No. 11 Relocation– 2018; Project No. 2018-S-1 with Midlands Contracting, Inc. of Kearney, Nebraska for an Increase of \$680.18 and a Revised Contract Amount of \$1,641,468.63.

#2020-10 - Approving Certificate of Final Completion for Cell 3 Liner and Leachate System at the Grand Island Regional Landfill with Van Kirk Bros. Contracting of Sutton, Nebraska.

#2020-11 - Approving Certificate of Final Completion for Sugar Beet Ditch Drainage; Project No. 2019-D-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska.

#2020-12 - Approving Authorization for Emergency Sanitary Sewer Repair at Anna Street and Elm Street with Starostka Group Unlimited, Inc. of Grand Island, Nebraska in an Amount of \$47,959.00.

#2020-13 - Approving Amendment No. 1 for 2019 Signal Timing Project with Iteris, Inc. of Lincoln, Nebraska for an Increase of \$10,085.00 and a Revised Agreement Amount of \$87,431.91.

#2020-14 - Approving Change Order No. 2 for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1 with Municipal Pipe Tool Co., Inc. of Hudson, Iowa for an Increase of \$47,341.00 and a Revised Contract Amount of \$701,040.00.

#2020-15 - Approving Purchase of One (1) 2021 Model 389 Peterbilt Truck for the Wastewater Division of the Public Works Department from Nebraska Peterbilt of Grand Island, Nebraska in an Amount of \$171,779.00.

#2020-16 - Approving Request from Building Department to Procure Legal Services to Obtain Court Order for Abatement of Identified Public Nuisance at 582 East 19th Street with Mayer, Burns, & Koenig of Grand Island, Nebraska for an Amount not to exceed \$2,000.00. Building Department Director Craig Lewis answered questions regarding Problem Resolution Team properties and if this contract could be for one year.

Motion by Haase, second by Paulick to approve Resolution #2020-16. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Paulick to approve the payment of claims for the period of December 31, 2019 through January 14, 2020 for a total amount of \$3,484,350.54. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:23 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-2

**#2020-17 - Approving on Request from Dani Enterprises, Inc. dba Sluggers, 707 West Anna Street for a Class “C” Liquor License and Liquor Manager Designation for Danielle Schaeffer, 1740 Idlewood Lane**

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

Staff Contact: RaNae Edwards

RESOLUTION 2020-17

WHEREAS, an application was filed by Dani Enterprises, Inc. doing business as Sluggers, 707 West Anna Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on January 18, 2020; such publication cost being \$17.25; and

WHEREAS, a public hearing was held on January 28, 2020 for the purpose of discussing such liquor license application.

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Danielle Schaeffer, 1740 Idlewood Lane, Grand Island, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
January 24, 2020        ☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-3

**#2020-18 - Approving Bid Award - Burdick Generating Station  
Water Treatment Demineralizer System**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting:** January 28, 2020

**Subject:** Burdick Generating Station Water Treatment  
Demineralizer System

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

## Background

The Burdick Generating Station has two 40-megawatt combustion turbines that require treated water for NOx control when using #2 fuel oil. The existing water treatment system is in the steam unit building, which is scheduled for demolition. The existing system was installed in 1970 and had been used to supply treated water to the combustion turbines.

Engineering staff developed a specification for the new water treatment system after evaluating the cost of renting a treatment system compared to owning a water treatment system. The new water treatment system will be mounted on a trailer, by maintenance staff, to allow for use at Burdick Generating Station, and be available to Platte Generating Station in an emergency.

## Discussion

A Request for Bid was advertised and sent to three potential bidders. Two bids were received and opened on January 7<sup>th</sup>, 2020. The engineer's estimate for this project was \$150,000.00.

Bidder		Bid Price with tax
Consolidated Water Omaha, Nebraska	Option 1	\$104,516.88
Adjusted for larger demineralizer		\$116,358.00
Consolidated Water Omaha, Nebraska	Option 2	\$126,715.63
Eco-tec Pickering, OT, Canada		\$625,412.43

Consolidated Water provided two Options. Option 1 included a smaller than specified demineralizer. Option 2 has the specified demineralizer and that cost was corrected in Option 1 to give the adjusted price with tax.

### **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 presented in this motion

### **Recommendation**

City Administration recommends that the Council award the bid for Burdick Generating Station Water Treatment Demineralizer System to Consolidated Water of Omaha, Nebraska as the lowest compliant bid, with the bid price of \$116,358.00.

### **Sample Motion**

Move to approve the bid from Consolidated Water of Omaha, Nebraska for the Burdick Generating Station Water Treatment Demineralizer System in the amount of \$116,358.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 7, 2020 at 2:00 p.m.  
**FOR:** Burdick Generating Station Water Treatment  
Demineralizer System  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$150,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** December 12, 2019  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

<b>Bidder:</b>	<b><u>Consolidated Water Solutions</u></b> Omaha, NE	<b><u>Eco-Tec, Inc.</u></b> Pickering, Canada
<b>Bid Security:</b>	Cashier Check	Cashier Check
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>	<b><u>Option 1</u></b>	
<b>Material:</b>	\$88,750.00	\$581,779.00 (includes material and labor)
<b>Labor:</b>	\$ 8,475.00	
<b>Sales Tax:</b>	<u>\$ 7,291.88</u>	<u>\$43,633.43</u>
<b>Total Bid:</b>	\$104,516.88	\$625,412.43
<b>Bid Price:</b>	<b><u>Option 2</u></b>	
<b>Material:</b>	\$99,185.00	
<b>Labor:</b>	\$ 8,475.00	
<b>Sales Tax:</b>	<u>\$ 8,074.50</u>	
<b>Total Bid:</b>	\$115,734.50	

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utility Secretary

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

**P2170**



Working Together for a  
Better Tomorrow. Today.

## BID SPECIFICATION PACKAGE

for

## BURDICK GENERATING STATION WATER TREATMENT DEMINERALIZER SYSTEM

### C 128643

#### Bid Opening Date/Time

Tuesday, January 7, 2020 at 2:00 p.m. (local time)  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968

#### Contact Information

Lynn Mayhew  
City of Grand Island – Utilities Department  
Platte Generating Station  
308/385-5496

Date issued: December 11, 2019

**ADVERTISEMENT TO BIDDERS  
FOR  
WATER TREATMENT DEMINERALIZER SYSTEM  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Burdick Generating Station Water Treatment Demineralizer System will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Tuesday, January 7, 2020 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1<sup>st</sup> floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at [www.grand-island.com](http://www.grand-island.com) under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website [www.QuestCDN.com](http://www.QuestCDN.com) for a fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** **Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

*Advertised*

(All bids must be submitted on this form)

**BURDICK GENERATING STATION**  
**WATER TREATMENT DEMINERALIZER SYSTEM**  
**BID DATA FORM**

CITY OF GRAND ISLAND  
 GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide equipment, shipping, start up assistance and training for a water treatment system for the Burdick Generating Station FOB the City of Grand Island, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
Base Bid:	
Material	\$ _____
Labor	\$ _____
Applicable Sales tax*	\$ _____
<b>Total Base Bid</b>	<b>\$ _____</b>

\* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

**Exceptions Noted** - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

\_\_\_\_\_  
 Bidder Company Name Date

\_\_\_\_\_  
 Company Address City State Zip

\_\_\_\_\_  
 Print Name of Person Completing Bid Signature

Email: \_\_\_\_\_ Telephone No. \_\_\_\_\_

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

*Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.*

Option 1 (Section 1-017.05) \_\_\_\_\_ Option 2 (Section 1-017.06) \_\_\_\_\_ Option 3 (Section 1-017.07) \_\_\_\_\_

*If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.*

By checking this box, Bidder acknowledges the specified completion date of the project is **June 1, 2020**.

By checking this box, Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

**CHECKLIST FOR BID SUBMISSION**  
**FOR**  
**BURDICK GENERATING STATION**  
**WATER TREATMENT DEMINERALIZER SYSTEM**

**Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, January 7, 2020.**

The following items must be completed for your bid to be considered.

- Submittal of bid documents:
  - Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
    - Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
  - Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes.
- A reference list of at least three (3) projects of similar scope and complexity.
- Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- Firm unit pricing for temporary water treatment based on 1000 treated gallons, if unable to utilize new equipment for water production in a temporary location.
- A proposed delivery schedule.
- Details of the proposed warranty.
- Chemical and power consumption for new system.
- Dimensional layout required for equipment
- Any exceptions to the specification or Owner's Contract Document.
- Acknowledgment of Addenda Number(s) \_\_\_\_\_.

*Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.*

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

### 3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

#### 6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

#### 7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

#### 8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

#### 9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

#### 10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

#### 11. GRATUITIES AND KICKBACKS.

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

#### 12. FISCAL YEAR.

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

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *BURDICK GENERATING STATION WATER TREATMENT DEMINERALIZER SYSTEM*; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** bid signed and dated **[DATE OF BID]**.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$ .00
Sales Tax on Materials/Equipment:	\$ .00
Sales Tax on Labor:	\$ <u>.00</u>
Total	\$ .00

Contractor Tax Option \_\_\_\_\_

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

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

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Burdick Generating Station, and complete the work on or before **June 1, 2020**.

ARTICLE VI. The Contractor agrees to comply with all applicable State and labor standards in the execution of this Contract as required by Section 7-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 7-007, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of the Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter,

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**[SUCCESSFUL BIDDER]**

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

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

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

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

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

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

**DRAFT**



*Working Together for a  
Better Tomorrow, Today.*

**REQUEST FOR BIDS - GENERAL SPECIFICATIONS**

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Burdick Water Treatment Demineralizer System”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available 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 link” through QuestCDN. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Tuesday, **January 7, 2020 at 2:00 p.m. local time.** to:

Mailing Address: City Clerk  
City Hall  
P. O. Box 1968  
Grand Island, NE 68802-1968

Street Address: City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1<sup>st</sup> floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968  
Phone (308) 385-5496 / FAX (308) 385-5353*

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

**All bids must be on the bid form and must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5495, for questions concerning this specification.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968  
Phone (308) 385-5496 / FAX (308) 385-5353*

## **BURDICK GENERATING STATION** **WATER TREATMENT DEMINERALIZER SYSTEM**

### **1. Scope**

- 1.1 The manufacturer shall provide equipment, shipping, start up assistance and training for a water treatment system for the Burdick Generating Station to meet the water quality requirements stated in this specification.

### **2. Description**

- 2.1 The Burdick Generating Station is located at 800 E. Bischeld in Grand Island, Nebraska.

### **3. Process Detail and Technical Specification**

#### **3.1 Process Description**

3.1.1. Raw feed water will be supplied at 20-30 psi (by Burdick Cooling water System) to the proposed water treatment system. The feed water will be sent through cartridge filters of 10 micron to remove residual suspended solids from the water. If the cooling water supply pressure is not great enough for the filters a feed booster pump should be supplied.

3.1.2. Filtered water will be treated with an anti-scalant. The water is then passed through Reverse Osmosis (RO) unit where the majority of the dissolved solids content is removed. Permeate is then delivered to the demineralizer unit that removes the remaining dissolved solids to produce very high purity water before being sent to the existing on-site Demineralized Water Storage Tank for downstream process use. The level in the tank will control the start up and shut down of the system.

3.1.3. Waste from the filters and reverse osmosis unit will be discharged to the City Sewer. If there is waste from the demineralizer unit, it is to be sent to a supplied waste neutralization system before being discharged by gravity to the City Sewer.

#### **3.2 Sub-System Process Description**

3.2.1. Key sub-system processes are described here:

##### **3.2.2. Filtration**

3.2.2.1. Water under pressure will feed the 10 micron cartridge filters for removal of suspended solids.

##### **3.2.3. Antiscalent Addition**

3.2.3.1. Due to the nature of the water it will be necessary to add antiscalent to prevent scaling on the RO membranes.

##### **3.2.4. Reverse Osmosis**

3.2.4.1. Reverse Osmosis (RO) uses semi-permeable membranes with very small pores, smaller than 0.001  $\mu\text{m}$ . Water is able to diffuse across the membrane much more readily than dissolved solutes (salts). High feed water pressure is used to counteract the natural osmotic pressure enabling the passage of water from the side of high concentration (feed) of the membrane to the side of low concentration (permeate). A percentage of the water fed to the RO is discarded, as it will contain the

salts rejected by the RO membrane.

3.2.4.2. Membrane systems do experience fouling. Pre-filtration (see Filtration above) and an anti-scalant are employed to extend the performance of the RO membranes.

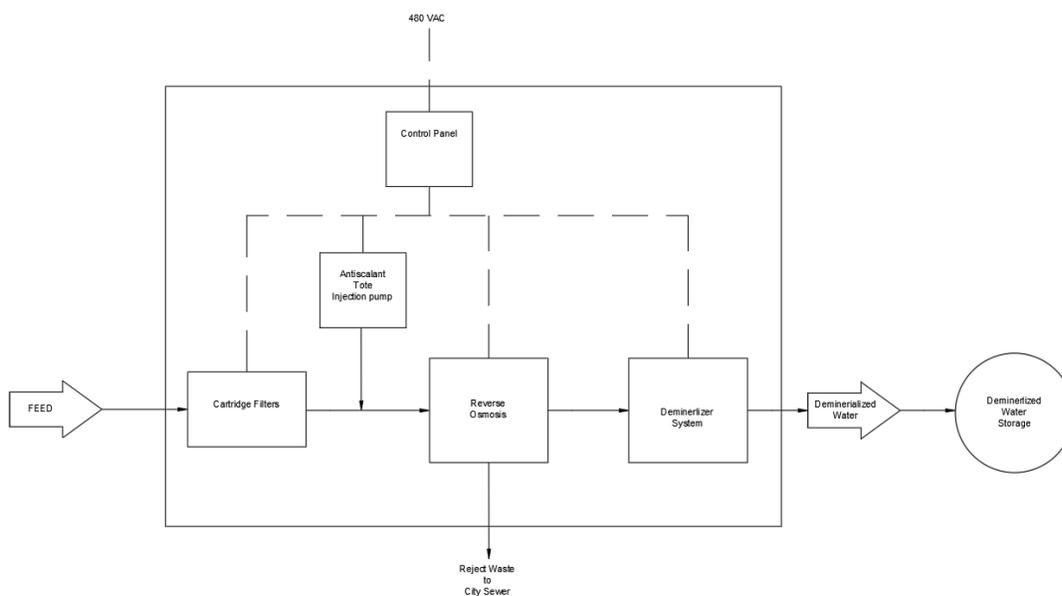
**3.2.5. Demineralization**

3.2.5.1. Filtered water is to be pumped through the demineralizer unit that will removed the dissolved impurities to meet the specified water quality and sent to the onsite water storage tank. Water quality shall be monitored and if not meeting specs be automatically discharged to waste.

**3.2.6. Waste Neutralization System**

3.2.6.1. A standard waste neutralization system is required if on site regeneration of the demineralizer system is required.

**4. Process Schematic Drawing**



**5. Basis of Design**

**5.1 Water Analysis**

5.1.1. The system is to be designed based on the Burdick Cooling water system supplied water analysis; some assumptions may need to be made.

Parameter	Units	Design
Temperature	° Fahrenheit	55 – 60
		6.8 – 7.8
Total Organic Carbon	mg/L as C	Not indicated
Turbidity	NTU	0.3
Barium	mg/L as Ba	0.01 – 0.16
Calcium	mg/L as Ca	120-280
Chloride	mg/L as Cl	23 – 34.5
Fluoride	mg/L as F	0.4 – 0.5
Free chlorine	mg/L as Cl <sub>2</sub>	Not indicated
M-Alkalinity	mg/L as HCO <sub>3</sub>	180 – 230

Magnesium	mg/L as Mg	23
Nitrate	mg/L as NO <sub>3</sub>	5.1 – 76
Potassium	mg/L as K	6.0
Silica	mg/L as SiO <sub>2</sub>	16 – 25
Sodium	mg/L as Na	43 – 69
Strontium	mg/L as Sr	0.58 – 0.77
Sulfate	mg/L as SO <sub>4</sub>	150 – 220

## 6. System Performance

6.1 For treatment of water outlined in section 6.3, the system product quality and flow will be as follows:

### 6.2 System Demineralized Product Flow:

Average Net Product per Train 50 US gpm

#### Number of Trains:

Filtration	1
Reverse Osmosis	1
Ion Exchange (demineralizer)	1

#### Redundancy of Trains:

**(100% = 55 USgpm product flow)**

Filtration	1 x 100%
Reverse Osmosis	1 x 100%
Ion Exchange	1 x 100%

### 6.3 Quality:

Parameter	Units	Design
Specific Conductivity	µS/cm	< 0.1
Silica	mg/L as SiO <sub>2</sub>	≤ 0.010
Total Trace Metals (Sodium+potassium+lithium+lead)	ppm	5 max
Total of both dissolved and undissolved solids	ppm	5 max

The average net demineralized water discharge flow-rate in USgpm shall be calculated as the quantity of demineralized water produced over a 24-hour period divided by 24 hours.

## 7. Scope of Supply

7.1 Vendor shall propose to supply a system that will provide water as described in Section 6.3 of this proposal.

### 7.2 Demineralization System Equipment

- 7.2.1. One (1 x 100%) Cartridge Filters, complete with elements, fittings, inlet pressure gauge and common differential pressure switch;
- 7.2.2. One (1) Antiscalant addition system with two (1 x 100%) metering pumps, fittings and stand;
- 7.2.3. One (1 x 100%) RO Train consisting of the following:
  - 7.2.4. One (1) Centrifugal RO feed pump with motor and fittings;
  - 7.2.5. RO vessels each containing six (6) elements.
  - 7.2.6. Stainless steel piping for the feed and reject lines
  - 7.2.7. PVC piping on permeate line
  - 7.2.8. Instrument air tubing;

- 7.2.9. Modulating control valves on the feed and reject lines;
- 7.2.10. Flow transmitters on the feed and reject lines;
- 7.2.11. Conductivity controller on the permeate line;
- 7.2.12. One (1 x 100%) Demineralizer Train
- 7.2.13. One (1) Control System complete with the following:
- 7.2.14. NEMA 12 Control Panels
- 7.2.15. Distributed Control Panels on each RO and demineralizer skid with Allen Bradley PLC, touchscreen and Ethernet communication module
- 7.2.16. Central Control Panel with Allen Bradley PLC, touchscreen and Ethernet communication module
- 7.2.17. Equipment Name Plates
- 7.2.18. 480 VAC Power will be connected into a single point.
- 7.2.19. 480/120 VAC transformer if required.
- 7.2.20. Motor starters / VFDs

### 7.3 System Services

- 7.3.1. Functionality testing at the factory.
- 7.3.2. One (1) factory representatives for on-site start-up and commissioning supervision and operator training.

### 7.4 Documentation

- 7.4.1. Three (3) Training manuals
- 7.4.2. Three (3) O&M manuals

## 8. Items Not Included in Scope of Supply

### 8.1 Chemical Supply

- 8.1.1. A supply of antiscalant, acid and caustic will be sourced locally. Based upon the consumption rates, Vendor should recommend what storage capacity will be required for suitable supply of chemistry.

### 8.2 Interconnecting Piping

- 8.2.1. The supply of piping, fittings (as required), and assembly between system equipment will be provided by City of Grand Island. Vendor shall supply interconnecting piping up to the boundaries of the supplied equipment skids.

### 8.3 Interconnecting Wiring

- 8.3.1. The supply of wiring, fittings (as required), and assembly between system equipment will be provided by City of Grand Island. Vendor shall supply interconnecting wiring up to the boundaries of the supplied equipment skids.

### 8.4 Civil Work

- 8.4.1. The required civil work for the system is under the City of Grand Island's scope of supply.

### 8.5 Installation

- 8.5.1. Unloading, storage, and installation services.
- 8.5.2. Foundations, anchor bolts, structures and equipment on which the Vendor's equipment will be installed.
- 8.5.3. Insulation and/or heat tracing where required.
- 8.5.4. All solutions and chemicals for start up and operation.

### 8.6 Power Supply

- 8.6.1. Supply 480 VAC – 60 amp power for operation of the system.

### 8.7 System Grounding

- 8.7.1. Grounding of the system.

**8.8 Air Supply**

8.8.1. Supply Instrument air for operation of the system.

**8.8.2. System Operating Personnel**

8.8.2.1. Plant personnel will be appointed by the City of Grand Island to provide monitoring and maintenance of the system on an on-going basis.

**8.8.3. Chemical & Utility Consumption**

8.8.3.1. **Consumption per 1000 US gal of demineralized water produced as per the water analysis stated in section 5.1.1:**

8.8.3.2. Vendor shall provide estimates for chemical and utility consumptions and operating/maintenance costs for their proposed demineralization system.

Chemical:

Antiscalent (neat) -- USgal  
 Sulfuric Acid (as 96% w/w) -- USgal  
 Sodium Hydroxide (as 50% w/w) -- USgal

Waste:

Reverse Osmosis -- USgal  
 Demineralizer Train -- USgal

Electrical:

Reverse Osmosis -- kWh  
 Demineralizer Train -- kWh  
 Misc. pumps, etc. -- kWh

Compressed Air:

Instrument- --SCF  
 Saturated Steam at 75 psig:  
 Warm Water Heating System -- lbs

**8.9 Preliminary Equipment Specifications**

8.9.1. Purchaser's preferred specifications for the process equipment are included in the following subsections.

**9. Reverse Osmosis Equipment Specifications**

9.1.1. Pre-assembled, automatic reverse osmosis system for freshwater applications, skid mounted, complete with membrane modules, feed water pump, valves, and on-skid instrumentation.

**Vessels and Housing**

Item	Specifications
Design Conformance	In accordance to ASME coding Section X
Housing Dimensions	20.3 cm diameter
Elements per housing	6
Test pressure	1.3 times design
Connections	Victaulic, Side Port
Material of Construction	Fiberglass

**Membrane Elements**

Item	Specifications
Membrane type	Spiral wound, composite polyamide
Element Dimensions	20.3 cm diameter, 152.4 cm long

**Skid Frame**

Item	Specifications
Material of construction	Welded carbon steel
Exterior finish	Sand blasted to SSPC-SP5 (near white metal) and painted with two part epoxy 6-8 mil (0.152 – 0.204 mm)
Seismic Design	International Building Code 2016 $S_s=12.6$ , $S_1=4.1$

**Piping**

Item	Specifications
Feed and Reject Piping Material of Construction	304 stainless steel
Permeate Piping Material of Construction	PVC
Test pressure	1.5 times design
Instrument Air Tubing Material of Construction	Polyethylene with polypropylene fittings

**Feed Pump**

Item	Specifications
Type	Centrifugal
Material of construction	Stainless steel
Motor	High efficiency TEFC, VFD, 460V, 3 phase, 2900 rpm (60 Hz)
Seal	Single, mechanical

**Valves**

Item	Specifications
Valve Type	2" and above: wafer type butterfly valves, rubber lined metal body with stainless steel disc c/w air to open spring closed actuator. Below 2": diaphragm or ball valve, c/w spring closed actuator. Modulating feed and reject valves.
Tags	Engraved phenolic attached with stainless steel chain
Position Switch	Not Included

**Instrumentation****Flow Measurement**

Item	Specifications
Flowmeter type	Magnetic on Feed, Paddlewheel on Permeate
Quantity	Two: feed and permeate flow
Panel display	Digital (4-20mA)

**Pressure Gauges**

Item	Specifications
Type	Glycerine filled, dial indication, Bourdon tube gauge with stainless steel case and internals, 100 mm (4") diameter
Quantity	Three (3)
Location	Inlet of first stage Between the stages 3) Reject stream
Isolation valves	None

**Pressure Control**

Item	Specifications
Type	Feed pressure switch

**Temperature Control**

Item	Specifications
Type	Feed temperature switch

**Electrical Control**

Item	Equipment Specifications
Design Conformance	National Electrical Code
Certification of the Manufactured Panel	None
Control Panel Rating	NEMA 12
Power Supply Frequency	1 phase, 120V, 60 Hz
Control Voltage	24 VDC (internal power supply in panel)
Electrical Enclosure Material	Painted Steel
PLC, HMI and Communication	Allen Bradley MicroLogix PLC with 6" greyscale touchscreen and Ethernet communication module
Conduit	Rigid PVC with short flexible runs where required
Lights/Switches	Allen Bradley 22 mm, NEMA 4X/IP64
Labels	English
Wire Marking	Computer generated label
Control Wire Size	16 AWG (1.25 mm <sup>2</sup> )
Wire Termination	Tension Clamp Terminal Blocks with bare wire insertion

**Demineralizer Equipment Specifications**

Pre-assembled, skid-mounted two-bed (cation/anion) demineralizer, complete with fully charged resin beds, feed/regenerant water pump, automatic valves, on-skid regenerant dilution, instrumentation and controls. Factory tested prior to shipment.

**Vessels**

Item	Equipment Specifications
Design Conformance	In accordance to ASME coding Section VIII, Div. 1, strength formulas
Test Pressure	1.3 times design pressure (per ASME guidelines)
Thermal Relief Valves	Not Included
Material of Construction	Carbon steel
Internal Lining	5 mm (3/16") butyl rubber
Fasteners	Zinc plated carbon steel
Exterior Finish	Sand blasted to SSPC-SP10 (near white metal), and painted with two part epoxy 6 mil (0.152 mm) minimum
Exterior Color	Light Gray

**Cation Exchange Resin**

Item	Equipment Specifications
Bed Diameter	TBD

**Anion Exchange Resin**

Item	Equipment Specifications
Bed Diameter	TBD

**Skid Frame**

Item	Equipment Specifications
Material of Construction	Welded carbon steel
Exterior Finish	Sand blasted to SSPC-SP6 (near white metal), and painted with two part epoxy 4-8 mils (0.1-0.2 mm), paint suitable for exposure to salt and sand laden air
Seismic Design	International Building Code 2016 $S_s=12.6$ , $S_1=4.1$

**Piping**

Item	Equipment Specifications
Main Piping Material of Construction	304 stainless steel
Acid Piping Material of Construction	304 stainless steel
Caustic Piping Material of Construction	304 stainless steel
Test Pressure	1.5 times design pressure for metal 1.0 times design pressure for plastic

**Valves**

Item	Equipment Specifications
Valve Type	2" and above: wafer type butterfly valves, rubber lined metal body with stainless steel disc c/w air to open spring closed actuator. Below 2": diaphragm or ball valve, c/w spring closed actuator.
Tags	Engraved phenolic attached with stainless steel chain
Limit Switches	Not Included

**Air Solenoids**

Item	Equipment Specifications
Type	Sliding soft seat spool
Instrument/Air Tubing Material of Construction	Polyethylene with polypropylene fittings

**Air Requirements**

Item	Equipment Specifications
Operating Pressure - Minimum	5.6 kg/cm <sup>2</sup> (80 psi)
Operating Pressure - Maximum	7.0 kg/cm <sup>2</sup> (100 psi)

**Water Pump**

Item	Equipment Specifications
Type	Centrifugal Pump
Material of Construction	Stainless steel
Motor	High efficiency TEFC, VFD, 3 phase, 460V, 2900 rpm (60 Hz)
Seal	Single mechanical

**Caustic Injection Pump**

Item	Equipment Specifications
Type	Air operated diaphragm pump or functional alternate
Material of Construction	Polypropylene body with teflon diaphragm

**Acid Injection Pump**

Item	Equipment Specifications
Type	Air operated diaphragm pump or functional alternate
Material of Construction	Polypropylene body with teflon diaphragm

**Instrumentation****Flow Measurement**

Item	Equipment Specifications
Flowmeter Type	Paddlewheel / Turbine Sensor
Location	Two (2) sensors: one (1) vortex for water flow one (1) vortex for regeneration/rinse
Panel Display	Digital

**Pressure Gauges**

Item	Equipment Specifications
Type and Size	Glycerine filled, dial indication, Bourdon tube gauge with stainless steel case and internals 100 mm (4") diameter dial for location 3, 4, 5, 6 60 mm (2 ½") dial for location 1 & 2

**Electrical Control**

Item	Equipment Specifications
Design Conformance	National Electrical Code
Certification of the Manufactured Panel	None
Control Panel Rating	NEMA 12
Power Supply Frequency	1 phase, 120V, 60 Hz
Control Voltage	24 VDC (internal power supply in panel)
Electrical Enclosure Material	Painted Steel
PLC, HMI and Communication	Allen Bradley PLC with touchscreen and Ethernet communication module
Conduit	Rigid PVC with short flexible runs where required
Lights/Switches	Allen Bradley 22 mm, NEMA 4X/IP64
Labels	English
Wire Marking	Computer generated label
Control Wire Size	16 AWG (1.25 mm <sup>2</sup> )
Wire Termination	Tension Clamp Terminal Blocks with bare wire insertion

**Central Control**

Item	Equipment Specifications
Design Conformance	National Electrical Code
Certification of the Manufactured Panel	None
Control Panel Rating	NEMA 12
Power Supply Frequency	1 phase, 120V, 60 Hz
Control Voltage	24 VDC (internal power supply in panel)
Electrical Enclosure Material	Painted Steel
PLC, HMI and Communication	Allen Bradley PLC with 17" TFT touchscreen with windows software and Ethernet communication module

Conduit	Rigid PVC with short flexible runs where required
Lights/Switches	Allen Bradley 22 mm, NEMA 4X/IP64
Labels	English
Wire Marking	Computer generated label
Control Wire Size	16 AWG (1.25 mm <sup>2</sup> )
Wire Termination	Tension Clamp Terminal Blocks with bare wire insertion

## 10. Warranty

The Contractor shall warrant the material and workmanship against defects for a minimum of one year from the date placed in-service by the City. Details of all proposed warranties shall be submitted with the bid.

## 11. Qualifications

The manufacturer shall be a firm specializing in the design of water treatment equipment used in the power generation industry. A reference list of projects of similar scope and complexity shall be provided with the Bid. A list of intended major water treatment components and their source of supply shall be included with the proposal. Items provided by outsourced manufacturing, independent of the label applied to the component, shall be specifically identified as such.

## 12. Schedule

The completed equipment shall be delivered no later than June 1<sup>st</sup>, 2020 with an approval to be given by January 25<sup>th</sup>, 2020.

## 13. Installation

Installation is to be provided by City of Grand Island. The new system is to be mounted on a trailer to allow for emergency water production with similar water quality.

## 14. Service Rates

The Contractor shall include a firm lump sum price for providing the specified equipment, supervision, expenses, and all other standard terms and conditions.

**The Platte Generating Station is NOT tax exempt and is subject to 7.5% sales tax. See the Nebraska Department of Revenue web site at [www.revenue.state.ne.us](http://www.revenue.state.ne.us) for contractor's tax information. Applicable taxes shall be included in the proposal price and identified separately on the bidders proposal form.**

## 15. Invoicing

When equipment and similar goods are purchased that cannot immediately be put into operation, the City reserves the right to withhold from payment of such invoice retainage of 10% of the amount pending approval of the operation of such equipment and/or goods. The retainage shall be paid after it is verified that the construction is completed and the system operates satisfactorily.

**16. Bid Evaluation**

Bids will be evaluated on initial equipment cost, annual chemical and power consumption, space requirements, and installation requirements.

**17. Submittals Required**

Supplier shall submit the following documentation for review with the bid:

1. References for at least 3 projects of a similar scope, including a description, name, and phone contact.
2. Delivery schedule.
3. Details of the proposed warranty.
4. Firm lump sum pricing.
5. Firm unit pricing for temporary water treatment based on 1000 treated gals, if unable to utilize new equipment for water production in a temporary location.
6. Chemical and power consumption for new system.
7. Dimensional layout required for equipment.

**18. Contact**

Questions may be directed to Lynn Mayhew at the Platte Generating Station, telephone 308-385-5494.

**19. Insurance**

The Contractor shall comply with the attached Insurance Requirements.

**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

**6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

ORIGINAL



Working Together for a  
Better Tomorrow. Today.

## BID SPECIFICATION PACKAGE

for

## BURDICK GENERATING STATION WATER TREATMENT DEMINERALIZER SYSTEM

### C 128643

#### Bid Opening Date/Time

Tuesday, January 7, 2020 at 2:00 p.m. (local time)  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968

#### Contact Information

Lynn Mayhew  
City of Grand Island – Utilities Department  
Platte Generating Station  
308/385-5496

Date issued: December 11, 2019

Option 1

**ADVERTISEMENT TO BIDDERS  
FOR  
WATER TREATMENT DEMINERALIZER SYSTEM  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Burdick Generating Station Water Treatment Demineralizer System will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Tuesday, January 7, 2020 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1<sup>st</sup> floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at [www.grand-island.com](http://www.grand-island.com) under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website [www.QuestCDN.com](http://www.QuestCDN.com) for a fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

*Advertised*

(All bids must be submitted on this form)

**BURDICK GENERATING STATION**  
**WATER TREATMENT DEMINERALIZER SYSTEM**  
**BID DATA FORM**

CITY OF GRAND ISLAND  
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide equipment, shipping, start up assistance and training for a water treatment system for the Burdick Generating Station FOB the City of Grand Island, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
Base Bid:	
Material	\$ <u>88,750.00</u>
Labor	\$ <u>8,475.00</u>
Applicable Sales tax*	\$ <u>7,291.88</u>
<b>Total Base Bid</b>	<b>\$ <u>104,516.88</u></b>

\* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

**Exceptions Noted** - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

Consolidated Water Solutions 12-31-19  
Bidder Company Name Date

10100 J St. Omaha NE 68127  
Company Address City State Zip

Amber Thompson Amber Thompson  
Print Name of Person Completing Bid Signature

Email: athompson@consolidated Telephone No. 402-697-7800  
h2o.com

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

*Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.*

Option 1 (Section 1-017.05) \_\_\_\_\_ Option 2 (Section 1-017.06) \_\_\_\_\_ Option 3 (Section 1-017.07) \_\_\_\_\_

*If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.*

By checking this box, Bidder acknowledges the specified completion date of the project is **June 1, 2020**.

By checking this box, Bidder acknowledges that Addenda Number(s) 0 were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

**CHECKLIST FOR BID SUBMISSION**  
**FOR**  
**BURDICK GENERATING STATION**  
**WATER TREATMENT DEMINERALIZER SYSTEM**

**Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, January 7, 2020.**

The following items must be completed for your bid to be considered.

- Submittal of bid documents:
  - Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
    - Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
  - Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes.
- A reference list of at least three (3) projects of similar scope and complexity.
- Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- Firm unit pricing for temporary water treatment based on 1000 treated gallons, if unable to utilize new equipment for water production in a temporary location.
- A proposed delivery schedule.
- Details of the proposed warranty.
- Chemical and power consumption for new system.
- Dimensional layout required for equipment
- Any exceptions to the specification or Owner's Contract Document.
- Acknowledgment of Addenda Number(s) \_\_\_\_\_.

*Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.*

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

### 3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of thirty (30) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

11. GRATUITIES AND KICKBACKS.

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

12. FISCAL YEAR.

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

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *BURDICK GENERATING STATION WATER TREATMENT DEMINERALIZER SYSTEM*; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** bid signed and dated **[DATE OF BID]**.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$ .00
Sales Tax on Materials/Equipment:	\$ .00
Sales Tax on Labor:	\$ <u>.00</u>
Total	\$ .00

Contractor Tax Option \_\_\_\_\_

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

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

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Burdick Generating Station, and complete the work on or before **June 1, 2020**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 7-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 7-307, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter,

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**[SUCCESSFUL BIDDER]**

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

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

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

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

The Contract is in due form according to law and hereby approved

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

**DRAFT**



*Working Together for a  
Better Tomorrow, Today.*

**REQUEST FOR BIDS - GENERAL SPECIFICATIONS**

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Burdick Water Treatment Demineralizer System”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available 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 link” through QuestCDN. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Tuesday, **January 7, 2020 at 2:00 p.m. local time.** to:

Mailing Address: City Clerk  
City Hall  
P. O. Box 1968  
Grand Island, NE 68802-1968

Street Address: City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1<sup>st</sup> floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968  
Phone (308) 385-5496 / FAX (308) 385-5353*

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

**All bids must be on the bid form and must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5495, for questions concerning this specification.

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Phone (308) 385-5496 / FAX (308) 385-5353*

**BURDICK GENERATING STATION**  
**WATER TREATMENT DEMINERALIZER SYSTEM**

**1. Scope**

- 1.1 The manufacturer shall provide equipment, shipping, start up assistance and training for a water treatment system for the Burdick Generating Station to meet the water quality requirements stated in this specification.

**2. Description**

- 2.1 The Burdick Generating Station is located at 800 E. Bischeld in Grand Island, Nebraska.

**3. Process Detail and Technical Specification****3.1 Process Description**

3.1.1. Raw feed water will be supplied at 20-30 psi (by Burdick Cooling water System) to the proposed water treatment system. The feed water will be sent through cartridge filters of 10 micron to remove residual suspended solids from the water. If the cooling water supply pressure is not great enough for the filters a feed booster pump should be supplied.

3.1.2. Filtered water will be treated with an anti-scalant. The water is then passed through Reverse Osmosis (RO) unit where the majority of the dissolved solids content is removed. Permeate is then delivered to the demineralizer unit that removes the remaining dissolved solids to produce very high purity water before being sent to the existing on-site Demineralized Water Storage Tank for downstream process use. The level in the tank will control the start up and shut down of the system.

3.1.3. Waste from the filters and reverse osmosis unit will be discharged to the City Sewer. If there is waste from the demineralizer unit, it is to be sent to a supplied waste neutralization system before being discharged by gravity to the City Sewer.

**3.2 Sub-System Process Description**

3.2.1. Key sub-system processes are described here:

**3.2.2. Filtration**

3.2.2.1. Water under pressure will feed the 10 micron cartridge filters for removal of suspended solids.

**3.2.3. Antiscalent Addition**

3.2.3.1. Due to the nature of the water it will be necessary to add antiscalent to prevent scaling on the RO membranes.

**3.2.4. Reverse Osmosis**

3.2.4.1. Reverse Osmosis (RO) uses semi-permeable membranes with very small pores, smaller than 0.001  $\mu\text{m}$ . Water is able to diffuse across the membrane much more readily than dissolved solutes (salts). High feed water pressure is used to counteract the natural osmotic pressure enabling the passage of water from the side of high concentration (feed) of the membrane to the side of low concentration (permeate). A percentage of the water fed to the RO is discarded, as it will contain the

salts rejected by the RO membrane.

3.2.4.2. Membrane systems do experience fouling. Pre-filtration (see Filtration above) and an anti-scalant are employed to extend the performance of the RO membranes.

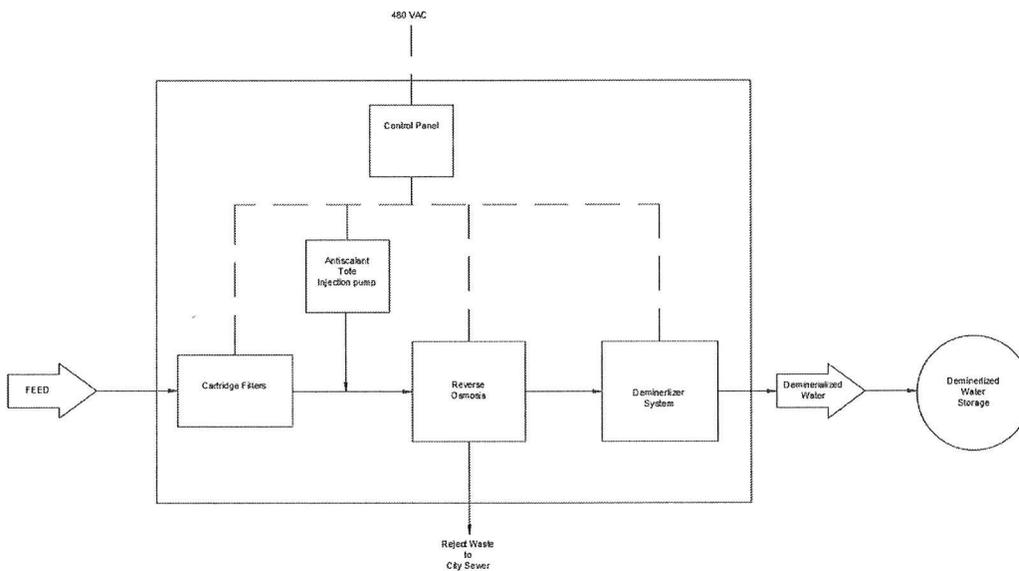
**3.2.5. Demineralization**

3.2.5.1. Filtered water is to be pumped through the demineralizer unit that will removed the dissolved impurities to meet the specified water quality and sent to the onsite water storage tank. Water quality shall be monitored and if not meeting specs be automatically discharged to waste.

**3.2.6. Waste Neutralization System**

3.2.6.1. A standard waste neutralization system is required if on site regeneration of the demineralizer system is required.

**4. Process Schematic Drawing**



**5. Basis of Design**

**5.1 Water Analysis**

5.1.1. The system is to be designed based on the Burdick Cooling water system supplied water analysis; some assumptions may need to be made.

Parameter	Units	Design
Temperature	° Fahrenheit	55 – 60
		6.8 – 7.8
Total Organic Carbon	mg/L as C	Not indicated
Turbidity	NTU	0.3
Barium	mg/L as Ba	0.01 – 0.16
Calcium	mg/L as Ca	120-280
Chloride	mg/L as Cl	23 – 34.5
Fluoride	mg/L as F	0.4 – 0.5
Free chlorine	mg/L as Cl <sub>2</sub>	Not indicated
M-Alkalinity	mg/L as HCO <sub>3</sub>	180 – 230

Magnesium	mg/L as Mg	23
Nitrate	mg/L as NO <sub>3</sub>	5.1 – 76
Potassium	mg/L as K	6.0
Silica	mg/L as SiO <sub>2</sub>	16 – 25
Sodium	mg/L as Na	43 – 69
Strontium	mg/L as Sr	0.58 – 0.77
Sulfate	mg/L as SO <sub>4</sub>	150 – 220

**6. System Performance**

6.1 For treatment of water outlined in section 6.3, the system product quality and flow will be as follows:

**6.2 System Demineralized Product Flow:**

Average Net Product per Train 50 US gpm

**Number of Trains:**

Filtration	1
Reverse Osmosis	1
Ion Exchange (demineralizer)	1

**Redundancy of Trains:**

**(100% = 55 USgpm product flow)**

Filtration	1 x 100%
Reverse Osmosis	1 x 100%
Ion Exchange	1 x 100%

**6.3 Quality:**

Parameter	Units	Design
Specific Conductivity	µS/cm	< 0.1
Silica	mg/L as SiO <sub>2</sub>	≤ 0.010
Total Trace Metals (Sodium+potassium+lithium+lead)	ppm	5 max
Total of both dissolved and undissolved solids	ppm	5 max

The average net demineralized water discharge flow-rate in USgpm shall be calculated as the quantity of demineralized water produced over a 24-hour period divided by 24 hours.

**7. Scope of Supply**

7.1 Vendor shall propose to supply a system that will provide water as described in Section 6.3 of this proposal.

**7.2 Demineralization System Equipment**

- 7.2.1. One (1 x 100%) Cartridge Filters, complete with elements, fittings, inlet pressure gauge and common differential pressure switch;
- 7.2.2. One (1) Antiscalent addition system with two (1 x 100%) metering pumps, fittings and stand;
- 7.2.3. One (1 x 100%) RO Train consisting of the following:
- 7.2.4. One (1) Centrifugal RO feed pump with motor and fittings;
- 7.2.5. RO vessels each containing six (6) elements.
- 7.2.6. Stainless steel piping for the feed and reject lines
- 7.2.7. PVC piping on permeate line
- 7.2.8. Instrument air tubing;

- 7.2.9. Modulating control valves on the feed and reject lines;
- 7.2.10. Flow transmitters on the feed and reject lines;
- 7.2.11. Conductivity controller on the permeate line;
- 7.2.12. One (1 x 100%) Demineralizer Train
- 7.2.13. One (1) Control System complete with the following:
- 7.2.14. NEMA 12 Control Panels
- 7.2.15. Distributed Control Panels on each RO and demineralizer skid with Allen Bradley PLC, touchscreen and Ethernet communication module
- 7.2.16. Central Control Panel with Allen Bradley PLC, touchscreen and Ethernet communication module
- 7.2.17. Equipment Name Plates
- 7.2.18. 480 VAC Power will be connected into a single point.
- 7.2.19. 480/120 VAC transformer if required.
- 7.2.20. Motor starters / VFDs

### 7.3 System Services

- 7.3.1. Functionality testing at the factory.
- 7.3.2. One (1) factory representatives for on-site start-up and commissioning supervision and operator training.

### 7.4 Documentation

- 7.4.1. Three (3) Training manuals
- 7.4.2. Three (3) O&M manuals

## 8. Items Not Included in Scope of Supply

### 8.1 Chemical Supply

- 8.1.1. A supply of antiscalant, acid and caustic will be sourced locally. Based upon the consumption rates, Vendor should recommend what storage capacity will be required for suitable supply of chemistry.

### 8.2 Interconnecting Piping

- 8.2.1. The supply of piping, fittings (as required), and assembly between system equipment will be provided by City of Grand Island. Vendor shall supply interconnecting piping up to the boundaries of the supplied equipment skids.

### 8.3 Interconnecting Wiring

- 8.3.1. The supply of wiring, fittings (as required), and assembly between system equipment will be provided by City of Grand Island. Vendor shall supply interconnecting wiring up to the boundaries of the supplied equipment skids.

### 8.4 Civil Work

- 8.4.1. The required civil work for the system is under the City of Grand Island's scope of supply.

### 8.5 Installation

- 8.5.1. Unloading, storage, and installation services.
- 8.5.2. Foundations, anchor bolts, structures and equipment on which the Vendor's equipment will be installed.
- 8.5.3. Insulation and/or heat tracing where required.
- 8.5.4. All solutions and chemicals for start up and operation.

### 8.6 Power Supply

- 8.6.1. Supply 480 VAC – 60 amp power for operation of the system.

### 8.7 System Grounding

- 8.7.1. Grounding of the system.

**8.8 Air Supply**

8.8.1. Supply Instrument air for operation of the system.

**8.8.2. System Operating Personnel**

8.8.2.1. Plant personnel will be appointed by the City of Grand Island to provide monitoring and maintenance of the system on an on-going basis.

**8.8.3. Chemical & Utility Consumption**

8.8.3.1. **Consumption per 1000 US gal of demineralized water produced as per the water analysis stated in section 5.1.1:**

8.8.3.2. Vendor shall provide estimates for chemical and utility consumptions and operating/maintenance costs for their proposed demineralization system.

Chemical:

Antiscalent (neat)	--	USgal
Sulfuric Acid (as 96% w/w)	--	USgal
Sodium Hydroxide (as 50% w/w)	--	USgal

Waste:

Reverse Osmosis	--	USgal
Demineralizer Train	--	USgal

Electrical:

Reverse Osmosis	--	kWh
Demineralizer Train	--	kWh
Misc. pumps, etc.	--	kWh

Compressed Air:

Instrument-	--SCF	
Saturated Steam at 75 psig:		
Warm Water Heating System	--	lbs

**8.9 Preliminary Equipment Specifications**

8.9.1. Purchaser's preferred specifications for the process equipment are included in the following subsections.

**9. Reverse Osmosis Equipment Specifications**

9.1.1. Pre-assembled, automatic reverse osmosis system for freshwater applications, skid mounted, complete with membrane modules, feed water pump, valves, and on-skid instrumentation.

***Vessels and Housing***

Item	Specifications
Design Conformance	In accordance to ASME coding Section X
Housing Dimensions	20.3 cm diameter
Elements per housing	6
Test pressure	1.3 times design
Connections	Victaulic, Side Port
Material of Construction	Fiberglass

**Membrane Elements**

Item	Specifications
Membrane type	Spiral wound, composite polyamide
Element Dimensions	20.3 cm diameter, 152.4 cm long

**Skid Frame**

Item	Specifications
Material of construction	Welded carbon steel
Exterior finish	Sand blasted to SSPC-SP5 (near white metal) and painted with two part epoxy 6-8 mil (0.152 – 0.204 mm)
Seismic Design	International Building Code 2016 $S_s=12.6$ , $S_1=4.1$

**Piping**

Item	Specifications
Feed and Reject Piping Material of Construction	304 stainless steel
Permeate Piping Material of Construction	PVC
Test pressure	1.5 times design
Instrument Air Tubing Material of Construction	Polyethylene with polypropylene fittings

**Feed Pump**

Item	Specifications
Type	Centrifugal
Material of construction	Stainless steel
Motor	High efficiency TEFC, VFD, 460V, 3 phase, 2900 rpm (60 Hz)
Seal	Single, mechanical

**Valves**

Item	Specifications
Valve Type	2" and above: wafer type butterfly valves, rubber lined metal body with stainless steel disc c/w air to open spring closed actuator. Below 2": diaphragm or ball valve, c/w spring closed actuator. Modulating feed and reject valves.
Tags	Engraved phenolic attached with stainless steel chain
Position Switch	Not Included

**Instrumentation****Flow Measurement**

Item	Specifications
Flowmeter type	Magnetic on Feed, Paddlewheel on Permeate
Quantity	Two: feed and permeate flow
Panel display	Digital (4-20mA)

**Pressure Gauges**

Item	Specifications
Type	Glycerine filled, dial indication, Bourdon tube gauge with stainless steel case and internals, 100 mm (4") diameter
Quantity	Three (3)
Location	Inlet of first stage Between the stages 3) Reject stream
Isolation valves	None

**Pressure Control**

Item	Specifications
Type	Feed pressure switch

**Temperature Control**

Item	Specifications
Type	Feed temperature switch

**Electrical Control**

Item	Equipment Specifications
Design Conformance	National Electrical Code
Certification of the Manufactured Panel	None
Control Panel Rating	NEMA 12
Power Supply Frequency	1 phase, 120V, 60 Hz
Control Voltage	24 VDC (internal power supply in panel)
Electrical Enclosure Material	Painted Steel
PLC, HMI and Communication	Allen Bradley MicroLogix PLC with 6" greyscale touchscreen and Ethernet communication module
Conduit	Rigid PVC with short flexible runs where required
Lights/Switches	Allen Bradley 22 mm, NEMA 4X/IP64
Labels	English
Wire Marking	Computer generated label
Control Wire Size	16 AWG (1.25 mm <sup>2</sup> )
Wire Termination	Tension Clamp Terminal Blocks with bare wire insertion

**Demineralizer Equipment Specifications**

Pre-assembled, skid-mounted two-bed (cation/anion) demineralizer, complete with fully charged resin beds, feed/regenerant water pump, automatic valves, on-skid regenerant dilution, instrumentation and controls. Factory tested prior to shipment.

**Vessels**

Item	Equipment Specifications
Design Conformance	In accordance to ASME coding Section VIII, Div. 1, strength formulas
Test Pressure	1.3 times design pressure (per ASME guidelines)
Thermal Relief Valves	Not Included
Material of Construction	Carbon steel
Internal Lining	5 mm (3/16") butyl rubber
Fasteners	Zinc plated carbon steel
Exterior Finish	Sand blasted to SSPC-SP10 (near white metal), and painted with two part epoxy 6 mil (0.152 mm) minimum
Exterior Color	Light Gray

**Cation Exchange Resin**

Item	Equipment Specifications
Bed Diameter	TBD

**Anion Exchange Resin**

Item	Equipment Specifications
Bed Diameter	TBD

**Skid Frame**

Item	Equipment Specifications
Material of Construction	Welded carbon steel
Exterior Finish	Sand blasted to SSPC-SP6 (near white metal), and painted with two part epoxy 4-8 mils (0.1-0.2 mm), paint suitable for exposure to salt and sand laden air
Seismic Design	International Building Code 2016 $S_s=12.6$ , $S_1=4.1$

**Piping**

Item	Equipment Specifications
Main Piping Material of Construction	304 stainless steel
Acid Piping Material of Construction	304 stainless steel
Caustic Piping Material of Construction	304 stainless steel
Test Pressure	1.5 times design pressure for metal 1.0 times design pressure for plastic

**Valves**

Item	Equipment Specifications
Valve Type	2" and above: wafer type butterfly valves, rubber lined metal body with stainless steel disc c/w air to open spring closed actuator. Below 2": diaphragm or ball valve, c/w spring closed actuator.
Tags	Engraved phenolic attached with stainless steel chain
Limit Switches	Not Included

**Air Solenoids**

Item	Equipment Specifications
Type	Sliding soft seat spool
Instrument/Air Tubing Material of Construction	Polyethylene with polypropylene fittings

**Air Requirements**

Item	Equipment Specifications
Operating Pressure - Minimum	5.6 kg/cm <sup>2</sup> (80 psi)
Operating Pressure - Maximum	7.0 kg/cm <sup>2</sup> (100 psi)

**Water Pump**

Item	Equipment Specifications
Type	Centrifugal Pump
Material of Construction	Stainless steel
Motor	High efficiency TEFC, VFD, 3 phase, 460V, 2900 rpm (60 Hz)
Seal	Single mechanical

**Caustic Injection Pump**

Item	Equipment Specifications
Type	Air operated diaphragm pump or functional alternate
Material of Construction	Polypropylene body with teflon diaphragm

**Acid Injection Pump**

Item	Equipment Specifications
Type	Air operated diaphragm pump or functional alternate
Material of Construction	Polypropylene body with teflon diaphragm

**Instrumentation****Flow Measurement**

Item	Equipment Specifications
Flowmeter Type	Paddlewheel / Turbine Sensor
Location	Two (2) sensors: one (1) vortex for water flow one (1) vortex for regeneration/rinse
Panel Display	Digital

**Pressure Gauges**

Item	Equipment Specifications
Type and Size	Glycerine filled, dial indication, Bourdon tube gauge with stainless steel case and internals 100 mm (4") diameter dial for location 3, 4, 5, 6 60 mm (2 ½") dial for location 1 & 2

**Electrical Control**

Item	Equipment Specifications
Design Conformance	National Electrical Code
Certification of the Manufactured Panel	None
Control Panel Rating	NEMA 12
Power Supply Frequency	1 phase, 120V, 60 Hz
Control Voltage	24 VDC (internal power supply in panel)
Electrical Enclosure Material	Painted Steel
PLC, HMI and Communication	Allen Bradley PLC with touchscreen and Ethernet communication module
Conduit	Rigid PVC with short flexible runs where required
Lights/Switches	Allen Bradley 22 mm, NEMA 4X/IP64
Labels	English
Wire Marking	Computer generated label
Control Wire Size	16 AWG (1.25 mm <sup>2</sup> )
Wire Termination	Tension Clamp Terminal Blocks with bare wire insertion

**Central Control**

Item	Equipment Specifications
Design Conformance	National Electrical Code
Certification of the Manufactured Panel	None
Control Panel Rating	NEMA 12
Power Supply Frequency	1 phase, 120V, 60 Hz
Control Voltage	24 VDC (internal power supply in panel)
Electrical Enclosure Material	Painted Steel
PLC, HMI and Communication	Allen Bradley PLC with 17" TFT touchscreen with windows software and Ethernet communication module

Conduit	Rigid PVC with short flexible runs where required
Lights/Switches	Allen Bradley 22 mm, NEMA 4X/IP64
Labels	English
Wire Marking	Computer generated label
Control Wire Size	16 AWG (1.25 mm <sup>2</sup> )
Wire Termination	Tension Clamp Terminal Blocks with bare wire insertion

## 10. Warranty

The Contractor shall warrant the material and workmanship against defects for a minimum of one year from the date placed in-service by the City. Details of all proposed warranties shall be submitted with the bid.

## 11. Qualifications

The manufacturer shall be a firm specializing in the design of water treatment equipment used in the power generation industry. A reference list of projects of similar scope and complexity shall be provided with the Bid. A list of intended major water treatment components and their source of supply shall be included with the proposal. Items provided by outsourced manufacturing, independent of the label applied to the component, shall be specifically identified as such.

## 12. Schedule

The completed equipment shall be delivered no later than June 1<sup>st</sup>, 2020 with an approval to be given by January 25<sup>th</sup>, 2020.

## 13. Installation

Installation is to be provided by City of Grand Island. The new system is to be mounted on a trailer to allow for emergency water production with similar water quality.

## 14. Service Rates

The Contractor shall include a firm lump sum price for providing the specified equipment, supervision, expenses, and all other standard terms and conditions.

**The Platte Generating Station is NOT tax exempt and is subject to 7.5% sales tax. See the Nebraska Department of Revenue web site at [www.revenue.state.ne.us](http://www.revenue.state.ne.us) for contractor's tax information. Applicable taxes shall be included in the proposal price and identified separately on the bidders proposal form.**

## 15. Invoicing

When equipment and similar goods are purchased that cannot immediately be put into operation, the City reserves the right to withhold from payment of such invoice retainage of 10% of the amount pending approval of the operation of such equipment and/or goods. The retainage shall be paid after it is verified that the construction is completed and the system operates satisfactorily.

**16. Bid Evaluation**

Bids will be evaluated on initial equipment cost, annual chemical and power consumption, space requirements, and installation requirements.

**17. Submittals Required**

Supplier shall submit the following documentation for review with the bid:

1. References for at least 3 projects of a similar scope, including a description, name, and phone contact.
2. Delivery schedule.
3. Details of the proposed warranty.
4. Firm lump sum pricing.
5. Firm unit pricing for temporary water treatment based on 1000 treated gals, if unable to utilize new equipment for water production in a temporary location.
6. Chemical and power consumption for new system.
7. Dimensional layout required for equipment.

**18. Contact**

Questions may be directed to Lynn Mayhew at the Platte Generating Station, telephone 308-385-5494.

**19. Insurance**

The Contractor shall comply with the attached Insurance Requirements.

**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

**6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

## PRICE QUOTATION

December 30<sup>th</sup>, 2019

Mr. Lynn Mayhew  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> St  
Grand Island, NE 68802

Re: Burdick Generating Station Water Treatment Demineralization System

Mr. Mayhew,

We are pleased to submit our technical specifications and price quotation for the 50-GPM Reverse Osmosis (RO) System you requested. It is in accordance with the technical parameters you submitted.

### PROPOSED EQUIPMENT SUMMARY

#### **1. CWS MRO-72K-8H-4L Single-Pass Reverse Osmosis (RO) Skid**

- 72,000 Gallons per Day Design Product Water Output (50-GPM) at 50-55°F
- Qty (1) Grundfos 'CRI' 316SS Vertical Multi-Stage Feed Pump Assembly
- Qty (1) 20 Hp, 460 VAC, 3-Phase, 60 Hz Motor
- Capacity for (12) Thin-Film Composite Membrane Elements
- Qty (3) Codeline ASME Stamped, FRP Membrane Element Housings, 450 psig (4-Element Capacity)  
\*\*\*Alternatively (2) Codeline ASME Stamped, FRP Membrane Element Housings, 450 psig 6 - Element Capacity) can be accommodated at no additional price change
- Qty (1) 304 Stainless Steel Cartridge Prefilter Housing (5-micron Rating)
- Epoxy-Coated Structural Carbon Steel Skid/Frame Assembly
- 304 Stainless Steel Feed and Reject Pressure Piping & Valves (TIG Welded, Sch 10)
- Sch 80 PVC Product Water Piping & Valves
- Air-Actuated Butterfly System Inlet Valve
- Manually Operated Ball Valve for RO Pump Throttling
- Manually Operated Ball Valve for Reject Flow Control
- Air-Actuated Butterfly Valve for Membrane Flush Cycle
- Sampling Valves for Inlet, Product, Reject, and Individual Housing Product
- Allen-Bradley MicroLogix 1400 Programmable Logic Controller (PLC) Panel
- Allen-Bradley PanelView 800-7 Operator Interface Terminal (7" Color Screen)
- Ethernet/Modbus Interface Module for Remote Communication Capability
- High Pressure Feed Pump Variable Frequency Drive (VFD) with Fused Disconnect Switch
- NEMA-4 Electrical Enclosures, Painted Carbon Steel
- Signet Dual-Channel Digital Feed & Product Conductivity Transmitters
- Signet Digital Product and Reject Flow Transmitters & Sensors
- Pressure Transmitters for Low Inlet and High Membrane Feed Pressures with Alarm Outputs
- 316SS Liquid-Filled System Pressure Gauges
- 316SS Inlet Temperature Gauge
- Qty (1) Pre-Wired 120VAC Electrical Outlet for Operating Chemical Feed Pump
- Quick-Connect Style Hose Connections for CIP Feed and Discharge
- 316SS Inlet Temperature Gauge

- ❑ Qty (2) Pre-Wired 120VAC Electrical Outlets for Operating Chemical Feed Pumps
- ❑ Quick-Connect Style Hose Connections for CIP Feed and Discharge

**2. Anti-Scalant Polymer Injection System (Membrane Scale Prevention)**

- ❑ Qty (2) Electric Positive Displacement Chemical Injection Pumps (2x100%)
- ❑ PVC Wetted-End Construction
- ❑ 120 VAC, 1-Phase, 60 Hz Rating
- ❑ Pump Mounted to a Polyethylene Chemical Solution Day Tank Assembly (35-Gallon)
- ❑ Spare Metering Pump is Boxed and Shipped Loose.
- ❑ Includes Tank Level Switch with Alarm Output Contact

**3. Jumbo Portable Exchange Type DI (PEDI) Tank- Mixed Bed Polishing**

- ❑ Qty (1) 36” Diameter x 60” Sideshell Pressure Vessel- Carbon Steel
- ❑ Capacity for 35 cu.ft. Mixed Bed Ion Exchange Resin
- ❑ Non-Code Constructed, 100 psig Working Pressure
- ❑ Plasite 4110 Vinylester Interior Lining/Safety Blue Paint Finished Exterior
- ❑ Pre-Piped, Stainless Steel Upper/Lower Internal Distributor Piping Assemblies
- ❑ Two (2) 2.00-inch Pad Flanged Top/Bottom Head Connections
- ❑ Two (2) 2.00-inch Pad Flanged Upper/Lower Sideshell Service Connections
- ❑ One (1) 12” x 16” Lower Sideshell Manhole with Cover, Gasket, and Hardware
- ❑ Four (4) Welded Structural Strap Support Legs
- ❑ One (1) Carbon Steel Support Skid with Fork-Lift Pockets

**4. RO Inlet Water Booster Pump System (If Required)**

- ❑ Qty (1) 304SS Single-Stage Centrifugal Pump for Low Inlet Pressure Conditions (< 30 psig)
- ❑ 3.0 Hp, 460VAC, 3-Phase, 60 Hz, TEFC Motor
- ❑ Pre-Wired Pump Motor Starter with Fused Disconnect Switch
- ❑ Pump is Mounted, Pre-Piped, and Pre-Wired on the RO Skid

**PRICE SUMMARY**

Qty (1) CWS-MRO-72K-8H Single-Pass RO Skid (50-GPM)	\$68,965.00
Qty (1) Anti-Scalant Injection System (with spare metering pump)	Included w/ RO System
Qty (1) RO Inlet Water Booster Pump System	Included w/ RO System
Qty (1) 36x60 Portable Exchange Type Deionization (PEDI) Polisher	\$19,785.00
Engineering Drawings / Data / O&M Manuals	Included
<b>NET PACKAGE PRICE:</b>	<b>\$ 88,750.00</b>

**PROJECT SCHEDULE**

<b>LEAD TIME:</b>	9-11 weeks after submittal approval and fabrication release
<b>TERMS:</b>	Net 30 days after equipment shipment
<b>F.O.B:</b>	Factory. (Freight billed collect, third party, or customer pick-up) Separate freight charges will apply.

## NOTES / CLARIFICATIONS

1. Proposal is for packaged process equipment only. Installation including all field interconnecting piping and wiring between equipment is not provided in the CWS scope of supply.
2. Any additional labor or training beyond 5 days of startup included per bid document can be performed by a CWS authorized service engineer is available at a rate of \$1,295.00 per day plus any additional travel and living expenses billed at cost. International destinations are subject to approval prior to ordering start-up services.
3. Equipment design and proposal price are subject to change based on deviations in the raw water feed quality, plant floor space allotment, and the availability/limitations of required plant utilities such as electrical power, compressed air, steam, and water pressure.
4. Membrane cleaning equipment or off-site cleaning services are to be provided by others.
5. The flow regulation valve and its controls of the treated water supply to any atmospheric storage tanks are to be provided by others.
6. RO/DI water storage tanks and RO/DI water transfer pumps are to be provided by others.
7. Prices are valid for 45 days.

Prepared By:

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Duane Miller  
President  
Consolidated Water Solutions







*Affiliates in Water Treatment Technologies*

## REFERENCES

Nebraska Public Power District  
Canaday Station  
Larry Bomberger  
(308) 324-4581  
50 GPM RO with DI Bottle

Ashley Energy  
St. Louis, MO  
Donald Peek  
(314) 621-3550 ext 121  
(3) 200 GPM RO Skids

CJ Foods  
Burn, KS  
Jeff Colby  
(785) 294-4163  
Custom 40K RO Machine with Softener

Tyson Fresh Meats  
Dakota City, NE  
Alfonso Alvarez  
(605) 235-2061 ext. 3398

**P.O. Box 24922 \* Omaha, NE 68124 \* 800.852.1150 \* Fax 402.697.7828**



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## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **CONSOLIDATED WATER SOLUTIONS**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *BURDICK GENERATING STATION WATER TREATMENT DEMINERALIZER SYSTEM*; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Consolidated Water Solutions' bid signed and dated December 31, 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 the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **One Hundred Sixteen Thousand Three Hundred Fifty-Eight and no/100 Dollars (\$116,358.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid: Materials	\$	88,750.00	
Adjusted for larger demineralizer			10,215.00
Labor		8,475.00	
Sales Tax		8,918.00	
Total	\$	116,358.00	

#### Contractor Tax Option 1

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

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

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Burdick Generating Station**, and complete the work on or before **June 1, 2020**.

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

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**CONSOLIDATED WATER SOLUTIONS**

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

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

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

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

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

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

RESOLUTION 2020-18

WHEREAS, the City of Grand Island invited sealed bids for Burdick Generating Station Water Treatment Demineralizer System, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 7, 2020, bids were received, opened and reviewed; and

WHEREAS, Consolidated Water of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$116,358.00; and

WHEREAS, the bid of Consolidated Water is less than the estimate for Burdick Generating Station Water Treatment Demineralizer System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Consolidated Water, in the amount of \$116,358.00 for the Burdick Generating Station Water Treatment Demineralizer System, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-4

**#2020-19 - Approving Bid Award - Bottom Ash & Boiler Industrial Cleaning at Platte Generating Station - Spring 2020 Outage**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting Date:** January 28, 2020

**Subject:** Bottom Ash and Boiler Industrial Cleaning – Spring 2020 Outage

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

Twice a year, the Platte Generating Station has a maintenance outage to repair, maintain and clean the unit and its many components. The boiler, spray dry absorber, fabric filter, cooling tower and duct work accumulate fly ash and slag from the combustion byproducts, lime ash from the Air Quality Control System operation and debris from the cooling water system that must be cleaned out with vacuum trucks. The Bottom Ash system tanks and lines and the Air Heater must be cleaned with high pressure water lances. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the equipment surfaces and components.

The next outage is scheduled for March of this year. Specifications were developed by the plant maintenance staff for the removal of ash deposits throughout the boiler, bulk vacuuming of the associated ductwork and hoppers, and high pressure water wash of the bottom ash system and Air Heater.

## Discussion

The specifications for the Bottom Ash and Boiler Industrial Cleaning-Spring 2020 Outage were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 7, 2020. Specifications were sent to eight potential bidders and responses were received as listed below. The engineer's estimate for this project was \$140,000.

<u>Bidder</u>	<u>Bid Amount</u>
W-S Industrial Services, Inc. – Council Bluffs, Iowa	\$ 99,789.03
Meylan Enterprises, Inc. – Omaha, Nebraska	\$106,162.71
ExPro Services, Inc. – St. Louis, Missouri	\$124,523.70

The bids were reviewed by Utility Engineering staff. The bid from W-S Industrial did not include the required bid submittals and a post bid, follow up submittal reflected that their

bid did not provide adequate man hours and equipment to cover the specified schedule and scope of work. Their bid was therefore rejected.

The bid from Meylan Enterprises, Inc., had minor mathematical errors that were corrected using the information provided in the bid, resulting in an additional cost of \$490.20, for a total adjusted bid of \$106,652.91; otherwise, the bid from Meylan Enterprises, Inc., is compliant with specifications and less than the engineer's estimate.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the bid of Meylan Enterprises, Inc., of Omaha, Nebraska, as the low responsive bidder, with a bid in the amount of \$106,652.91.

### **Sample Motion**

Move to approve the bid in the amount of \$106,652.91 from Meylan Enterprises, Inc., for the Bottom Ash and Boiler Industrial Cleaning – Spring 2020 Outage.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 7, 2020 at 2:15 P.M.  
**FOR:** Bottom Ash & Boiler Industrial Cleaning – Spring 2020 Outage  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$140,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** December 12, 2019  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

**Bidder:** W-S Industrial Services, Inc.  
Council Bluffs, IA  
**Bid Security:** Merchants Bonding Company  
**Exceptions:** None

<b>Bid Price:</b>	<u>Air Heater Wash</u>	<u>Vacuum Services</u>	<u>Hydro-blast Services</u>
<b>Material:</b>	\$19,500.00	\$13,241.00	\$13,650.00
<b>Labor:</b>	\$12,496.00	\$16,970.00	\$16,970.00
<b>Sales Tax:</b>	\$ 2,399.70	\$ 2,265.83	\$ 2,296.50
<b>Base Bid:</b>	\$34,395.70	\$32,476.83	\$32,916.50
<b>Total Bid:</b>	\$99,789.03		

**Bidder:** Expro Services, Inc.  
St. Louis, MO  
**Bid Security:** The Guarantee Company of North America  
**Exceptions:** None

<b>Bid Price:</b>	<u>Air Heater Wash</u>	<u>Vacuum Services</u>	<u>Hydro-blast Services</u>
<b>Material:</b>	\$44,412.00	\$19,948.00	\$18,496.00
<b>Labor:</b>	\$ 7,140.00	\$16,320.00	\$ 9,520.00
<b>Sales Tax:</b>	\$ 3,866.40	\$ 2,720.10	\$ 2,101.20
<b>Base Bid:</b>	\$55,418.40	\$38,988.10	\$30,117.20
<b>Total Bid:</b>	\$124,523.70		

**Bidder:** Mevlan Enterprises, Inc.  
**Omaha, NE**  
**Bid Security:** Universal Surety Company  
**Exceptions:** None

<b>Bid Price:</b>	<u><b>Air Heater Wash</b></u>	<u><b>Vacuum Services</b></u>	<u><b>Hydro-blast Services</b></u>
<b>Material:</b>	<b>\$25,045.00</b>	<b>\$12,655.00</b>	<b>\$21,510.00</b>
<b>Labor:</b>	<b>\$ 7,524.00</b>	<b>\$21,534.00</b>	<b>\$10,488.00</b>
<b>Sales Tax:</b>	<b><u>\$ 2,442.68</u></b>	<b><u>\$ 2,564.18</u></b>	<b><u>\$ 2,339.85</u></b>
<b>Base Bid:</b>	<b>\$34,848.83</b>	<b>\$36,582.23</b>	<b>\$34,237.86</b>
<b>Total Bid:</b>	<b>\$106,162.71</b>		

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utility Secretary

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Darrell Dorsey, PGS Plant Supt.

**P2169**



Working Together for a  
Better Tomorrow. Today.

## **BID SPECIFICATION PACKAGE**

**for**

# **BOTTOM ASH AND BOILER INDUSTRIAL CLEANING – SPRING 2020 OUTAGE**

## **C 128641**

### Bid Opening Date/Time

Tuesday, January 7, 2020 @ 2:15 p.m.  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968

### Contact Information

Darrell Dorsey, PGS Plant Superintendent  
City of Grand Island – Utilities Department  
Platte Generating Station  
308/385-5496

Date issued: Wednesday,  
December 11, 2019

**ADVERTISEMENT TO BIDDERS  
FOR  
BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPRING 2020 OUTAGE  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

**Sealed bids for Bottom Ash and Boiler Industrial Cleaning-Spring 2020 Outage will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Tuesday, January 7, 2020 at 2:15 p.m. local time, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1<sup>st</sup> floor of City Hall. Submit an original and three copies if submitting by mail. Bid package and any Addendas are 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 link" through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded. Bids received after the specified time will be returned unopened to sender.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers' check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers' check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

*Advertised*

(All bids must be submitted on this form)

**BOTTOM ASH AND BOILER INDUSTRIAL CLEANING**  
**SPRING 2020 OUTAGE**  
**BID DATA FORM**

CITY OF GRAND ISLAND  
 GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide all necessary supervision, materials, equipment, and labor to provide industrial cleaning services, consisting of an air heater wash, high pressure water blasting and line moling in the bottom ash system and vacuum cleaning throughout Platte Generating Station FOB the City of Grand Island, freight prepaid, at the following price:

<b><u>ITEM DESCRIPTION</u></b>	Air Heater Wash <small>(Firm fixed pricing)</small>	Vacuum Services <small>(Lump sum-T&amp;M)</small>	Hydro-blast Services <small>(Lump sum-T&amp;M)</small>
Material	\$ _____	\$ _____	\$ _____
Labor	\$ _____	\$ _____	\$ _____
Applicable Sales tax*	\$ _____	\$ _____	\$ _____
Base Bid	\$ _____	\$ _____	\$ _____
 Total Base Bid	\$ _____		

\* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due. The State of Nebraska Department of Revenue has determined that building cleaning and maintenance services are taxable on both materials and labor.

- EXCEPTIONS: By checking this box, Bidder acknowledges there are Exceptions or Clarifications noted to the bid, and those exceptions are fully explained on a separate sheet, clearly marked, and attached to the Bid Data Form.
- By checking this box, Bidder acknowledges the specified completion date of the project is **April 30, 2020**.

---

Bidder Company Name \_\_\_\_\_ Date \_\_\_\_\_

---

Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Email: \_\_\_\_\_ Telephone No. \_\_\_\_\_

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Option 1 (Section 1-017.05)\_\_\_\_\_ Option 2 (Section 1-017.06)\_\_\_\_\_ Option 3 (Section 1-017.07)\_\_\_\_\_

*If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.*

By checking this box, Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in Bid preparation.

If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

**CHECKLIST FOR BID SUBMISSION**  
**FOR**  
**BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPRING 2020 OUTAGE**

**Bids must be received by the City Clerk before 2:15 p.m. on Tuesday, January 7, 2020.**

The following items must be completed for your bid to be considered.

- Submittal of bid documents:
  - Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
    - Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
  - Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- A certified check, cashiers' check or bid bond in a separate envelope attached to the **outside of the envelope containing the original bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.
- Selection of Nebraska Sales Tax Option.
- A reference list of at least three (3) projects of similar scope and complexity.
- A summary of the experience of the Job Superintendent proposed for this project.
- If alternative cleaning methods are proposed, other than as generally described herein, full and complete descriptions with separate pricing for the optional utilization of such proposed methods, including references where the system has successfully been used.
- A copy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure, and proof that workers have successfully completed respiratory fit testing and pulmonary function testing and have been trained for confined space entry.
- Air Heater Wash: Firm lump sum fixed pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- Vacuum/Hydro-blasting: Firm lump sum time and material pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- A proposed schedule.
- A detailed breakdown of the individual bid amounts in the same format as will be used for daily time sheets and final billing.
- Acknowledgment of Addenda Number(s) \_\_\_\_\_.

*Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.*

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

### 3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

#### 6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

#### 7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

#### 8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

#### 9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

#### 10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

#### 11. GRATUITIES AND KICKBACKS.

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

#### 12. FISCAL YEAR.

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

**CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPRING 2020 OUTAGE*; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** signed and dated **[DATE OF BID]**.

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

**DRAFT**

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

	Air Heater Wash (Firm fixed pricing)	Vacuum Services (Lump sum-T&M)	Hydro-blast Services (Lump sum-T&M)
Material	\$ _____	\$ _____	\$ _____
Labor	\$ _____	\$ _____	\$ _____
Applicable Sales tax*	\$ _____	\$ _____	\$ _____
Base Bid	\$ _____	\$ _____	\$ _____
Total	\$ .00		

Contractor Tax Option \_\_\_\_\_. The State of Nebraska Department of Revenue has determined that building cleaning and maintenance services are taxable on both materials and labor.

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

**ARTICLE IV.** The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Invoices can be presented hard copy or via email to [billings@giud.com](mailto:billings@giud.com). Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPRING 2020 OUTAGE.

**ARTICLE V.** That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **April 30, 2020**.

**ARTICLE VI.** The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in

Contract #

Issued:

hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

**[SUCCESSFUL BIDDER]**

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

Title \_\_\_\_\_  
**DRAFT**  
CITY OF GRAND ISLAND, NEBRASKA

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

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

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

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



*Working Together for a  
Better Tomorrow, Today.*

**REQUEST FOR BIDS - GENERAL SPECIFICATIONS**

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Bottom Ash and Boiler Industrial Cleaning-Spring 2020 Outage”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available 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 link” through QuestCDN. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Tuesday, **January 7, 2020 at 2:15 p.m. local time.** to:

Mailing Address:	City Clerk	Street Address:	City Clerk
	City Hall		City Hall
	P. O. Box 1968		100 E. First Street
	Grand Island, NE 68802-1968		Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1<sup>st</sup> floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City’s requirements will be returned at vendor’s expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968  
Phone (308) 385-5496 / FAX (308) 385-5353*

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

**All bids must be on the bid form and must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Darrell Dorsey at 308-385-5495, for questions concerning this specification.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968  
Phone (308) 385-5496 / FAX (308) 385-5353*

**BOTTOM ASH AND BOILER INDUSTRIAL CLEANING**  
**SPRING 2020 OUTAGE**

**DETAILED SPECIFICATION**

**SCOPE:** The Contractor shall provide all necessary supervision, materials, equipment, and labor to provide industrial cleaning services at the Platte Generating Station (PGS). This scope will generally consist of an air heater wash, high pressure water blasting and line moling in the bottom ash system and vacuum cleaning throughout the power station.

This contract will be awarded to a single prime Contractor for the full scope of services. The Contractor shall provide a qualified Superintendent who shall be responsible for coordinating all aspects of the specified scope of work, including coordination of all work provided by such subcontractors as may be utilized by the prime Contractor and coordination with other work in progress performed by PGS and such other contractors as may be on site.

**DESCRIPTION:** The Platte Generating Station is located at 1035 W. Wildwood Drive, two (2) miles south of Grand Island, Nebraska. The plant entrance is located two (2) miles south of U.S. Highway 34 and 1 ½ miles east of U.S. Highway 281.

The Unit 1 steam generator is a tangential fired, natural circulation, superheat/reheat, pulverized coal-fired boiler manufactured by ABB-CE (CE Contract No. 13477). The steam generator produces 765,000 lb/hr (MCR) of steam at 1000 F and 1800 psi which is delivered to a 100,000 kw steam turbine. The unit uses Powder River Basin Coal from various mines in the basin.

**Vacuum Services:**

**Precipitator Vacuum Cleaning**

The Contractor shall vacuum all accumulated ash and media from the precipitator, precipitator hoppers, gas outlet and inlet flue areas, and other areas of work performed by the Contractor as described herein and dispose into on-site disposal areas. Any ash which is spilled by the Contractor onto the precipitator building floor or surrounding areas shall be fully cleaned by the Contractor. There are clean-out taps connected to the precipitator hoppers and ash removal lines.

**Ductwork Vacuum Cleaning**

Vacuum work in the ducts shall generally consist of removing all ash from all boiler hot air ducts and boiler gas ducts, including:

- Air heater air side exit through wind box, to each aux air corner duct, and through each horizontal duct to up to the vertical drop for each mill.
- The economizer ash hoppers and economizer gas exit duct work to each of four (4) precipitator inlet ducts and inlet nozzles up to the zig zag inlet distribution plates.
- Precipitator outlet plenum to air heater gas inlet.
- Air heater gas outlet hoppers.
- Flue gas exit duct from the ID fan to the SDA.
- One (1) SDA Hopper
- Flue gas duct from the SDA to the Fabric Filter.
- Six (6) fabric filter Hoppers.

- Fly ash collects on the gas distribution devices, perforated plates and zig zag plates within the inlet and exit transition sections of the precipitator and accumulates on the sloped floors. Whereas all of the distribution plates must be blast cleaned, the contractor shall be responsible for staging and coordinating the vacuum work in these areas accordingly. The inlet and outlet transitions shall have all ash removed and the gas passages of the distribution plates shall be 100% opened and free of ash accumulations.

#### **Additional Vacuum Cleaning Areas**

Additional wet and dry vacuum efforts typically occur during the outage, such as:

- Boiler Penthouse floors and dead air spaces in the upper boiler arch.
- The cooling tower basin will be cleaned and washed down by plant personnel and the wastewater vacuumed out by the Contractor.
- The bottom ash sump pit will be vacuumed out to remove all slag build up from the pit.
- The blowdown tank will be power washed and vacuumed out.
- Wet vacuum may be needed to assist with the cleaning of the settling tanks

#### **Deslagging of Finishing Superheater and Horizontal Superheater**

During the last boiler inspection, areas of the finishing superheat assemblies showed partial ash build up along in the upper portion of the middle third of the elements. The upper horizontal superheat assemblies also showed partial ash build up within and between the assemblies in the forward, middle third of the section.

The contractor shall use manual rodding to remove all material from these elements. This work must be coordinated with others on site so that no others are in the boiler during this cleaning. This will require the Contractor to coordinate with the Owner in determining a specific time to perform the work. The owner will have scaffolding installed half way up the Finishing SH elements by a separate contractor. The cleaning contractor shall provide all required tooling for performing the rodding. One end of the tool shall have a cross member to prevent the tool from falling between the tubes. Such work shall be executed so as to avoid any and all physical damage to the boiler tubes, attachments and other unit components

All materials shall be captured immediately below the sections being cleaned through the use of wire mesh to prevent the waste material from migrating to other areas of the boiler. All waste material shall be removed by the Contractor through manual removal and vacuum. This shall include removal of all material from the economizer hoppers and main boiler slag tank.

Photos and a drawing of these two areas are provided for reference.

77-1 5/8" OD SH Vert Rear Super Heat Assemblies

86- 1 3/4" OD SH Horiz Rear Upper Assemblies

The Contractor shall be responsible for compliance with all safety requirements related to any and all aspects of this work, including but not limited to, worker safety, transportation, recordkeeping and documentation, permits and notifications, storage and disposal. The contractor shall coordinate all such efforts with plant personnel and other work in progress.

#### **SDA and Swirler Vane Wash**

The Spray Dry Absorber and three Swirler Vanes at the top of the SDA periodically get plugged up with lime ash. The Contractor's hydro blast crew will be tasked with hydro-jetting those vanes. Plant crews will be tasked with fire hosing the inside of the SDA vessel to remove lime ash from the walls. The plant will have a dumpster with a liner located at the bottom of the SDA to catch lime ash and water from these cleaning processes. The Contractor shall vacuum all lime ash and water from the dumpster for disposal on site.

**Hydro-blasting Services:**

The hydro-blasting work areas generally consists of the below listed items. Each area shall be inspected and determined if cleaning is needed by plant personnel.

- Settling and surge and pump manifolds on top of dewatering bins.
- Upper, middle, and lower dewatering bin screens and tank walls.
- Drip pans at bottom of both bins.
- Lower dewatering legs.
- Bottom ash hopper fluting lines.
- Bottom ash hopper water boxes.
- Slope flush headers to bottom ash hoppers.
- Fan room drains out to manhole.
- Bottom ash floor drains to manhole.
- Mechanical exhauster room drain.
- Low pressure ash sluice line suction and supply lines from pump to building, header at bottom of boiler on seal trough, and before seal trough.
- Surge and settling tank sludge return in bottom ash building.
- Flushing header at the bottom of the boiler.
- Blow down tank drain header to manhole.
- Floor drains that are plugged.
- Bottom ash sluice line drain to bottom ash sump.
- Air heater hot side gas hoppers to manhole (which will need to be done before water blasting air heater).
- Manhole by precipitator transformers to surge tank overflow manhole.
- Mechanical exhauster room floor drain to bottom ash drains.
- Dewatering bin drain lines.
- Slope nozzle legs if needed (both hoppers).
- Lime auger drop chutes

**Swirler Vane Wash**

The Spray Dry Absorber and three Swirler Vanes at the top of the SDA periodically get plugged up with lime ash. The Contractor's hydro blast crew will be tasked with manually hydro-jetting those vanes and the transition duct above the vanes with lower pressure hand held wands. Access to the vanes is through the SDA inlet duct at the top of the SDA. The plant will have a dumpster with a liner located at the bottom of the SDA to catch lime ash and water from the cleaning process.

Tools needed for all of the hydroblast work include but are not limited to:

- A minimum of two High pressure, high volume water pumps and blasting systems capable of a minimum 20 gpm at 20,000 psi and of a minimum 100gpm at 10,000 psi, BJV blasting nozzles, 1" pipe nozzle, 6" pipe nozzle, 200' of blasting hose, supply hose from truck to foot pedal, and shot gun blaster.
- Rodding equipment suitable for removal of the ash and slag in designated areas.

The Contractor's pumping equipment shall have the full pressure and flow capabilities required to provide an effective cleaning of the dewatering bins and other hard ash buildups.

**Air Heater Wash:**

The Contractor shall clean all hot, intermediate, and cold end heat transfer (basket) surfaces with high pressure water top down wash, so that all ash deposits are removed. The interior air heater structure, to include the housing, sides, and bottom, shall be water blasted also. The air heater will undergo a full, thorough inspection and maintenance after the wash, requiring all surfaces to be cleaned and free of ash.

A 36-hour period from 7am April 29, 2020 to 7pm April 30, 2020 for set up, wash, rinse and tear down is anticipated. The owner shall install scaffolding as required by the Contractor, requiring that the Contractor identify the specific scaffolding requirements by the Morning of April 27, 2020. Any additional hydro equipment required for the air heater wash shall be mobilized by April 28, 2020. All equipment must be removed from the boiler area and either taken off site or relocated to another area of the plant site by 7pm April 30, 2020 in that another contractor will be mobilizing their equipment to that area the following morning for work in the air heater. It is required that bare metal cleanliness is obtained without damage to the baskets or the housing. All wastewater will be removed by drains and directed to the onsite waste pond.

The air heater is a vertical post, rotary regenerative air heater, air-to-flue gas heat exchanger manufactured by Ljungstrom Air Preheater Company, Model# 27-VI-90 serial # 6765. manufactured by ABB-CE, Contract No. 13477. It is located in the flue gas path between the precipitator and the induced draft fan, and in the air path between the forced draft fan and wind boxes.

Additional specifications are as follows:

Heating element hot end	#24 gauge, 42" deep
Heating element intermediate	#24 gauge, 36" deep
Heating element cold end	#18 gauge, 12" deep
Radial seals hot end	#16 gauge low alloy
Radial seals cold end	#16 gauge stainless steel
Diameter	29'- 6"
Rotating speed w/ electric motor	1 – 1.5 rpm
Rotating speed w/ air drive	Variable, approx. 0.5 rpm
Height above grade elevation	Approximately 53'

Drawings of the Air Heater arrangement are available for review at the Platte Generating Station office.

The cleaning process shall be continued without interruption so that ash doesn't solidify.

It is expected that the drain lines from the two air heater hoppers will plug-up. The Contractor shall include the work to water blast clean the drains from the air heater hoppers to the first manhole. All the piping is 10" diameter. Approximately 20 feet of piping exists, on each drain, between the hopper outlets and where they wye. A common pipe, approximately 85' long, exists between this wye and the terminal manhole.

Electrical power and water (150psi hydrant) are available at the plant site.

The Contractor shall provide all hoses, fittings, adequate standby equipment, and spare parts. Bids shall detail these provisions.

**REQUIREMENTS:** If the Contractor proposes alternative cleaning methods for consideration by the Owner other than as generally described herein for any portion of the work, full and complete descriptions **must be included with the bid** with separate pricing for the optional utilization of such proposed methods. References where the system has successfully been used must be included.

Bidder is solely responsible for obtaining any and all clarifications to this specification as may be required for the Bidder to submit an accurate and complete bid proposal.

NOTE: No ash or diesel fuel will be permitted to be spilled on equipment, structures, plant site grounds, or roads. The contractor shall maintain its equipment in top working condition to eliminate fluid leaks and equipment breakdowns that could delay the progress of the work. The contractor is responsible for having on site the capability to take any and all extraordinary measures to fully contain and clean up any and all leaks from the contractor's equipment as well as to implement any and all necessary repairs to equipment as required to eliminate and avoid such leaks from further occurrence. The Contractor is responsible for clean up of all spilled ash and any diesel fuel spilled from equipment fueling operations. Upon completion, the Contractor shall leave the premises in a neat and clean condition with respect to his own operation.

Contractor will coordinate closely with PGS personnel on execution of all phases of the work and all safety requirements, including but not limited to:

- Provide information on all employees arriving at PGS
- Lock Out/Tag Out
- Confined Space Entry
- PGS Equipment Operation, such as fans and dampers
- Scheduling sequence of work scope items and related plant system preparations for work execution
- Inspections of completed work

**QUALIFICATIONS:** The Contractor shall be a firm specializing in the provision of services as outlined within this scope for large-scale utility precipitators and boilers used in the electric power industry. The Contractor shall substantiate its experience through the submittal of three (3) similar projects' **reference list with the bid**. The Contractor will be expected to perform the work without the assistance of Platte Generating Station personnel or tools, and comply with plant safety regulations and equipment lockout/tag out procedures.

**SUPERINTENDENT:** The Contractor shall provide well qualified supervisor(s) and a Job Superintendent who will fully direct all field operations for the duration of the project, serve as liaison to the Owner's designated representatives, be fully authorized to make any and all decisions affecting the work in the field and coordinate activities between the Contractor and its subcontractors, if any. A summary of the experience of the Superintendent proposed for this project shall be **provided with the bid**.

**INSPECTION:** All work performed by the contractor will be inspected by the owner's designated representative or other assigned plant personnel upon notification by the Contractor that the contractor considers that portion of the work completed. The Contractor will be required to re-clean any areas in which bare metal cleanliness was not achieved or ash accumulations remain.

**SCHEDULES:** The PGS 2020 Spring Outage schedule is currently April 23, 2020 through May 7, 2020. Though these dates are fairly firm, they remain subject to change based upon changing conditions relative to the needs of the Grand Island Utility, schedule coordination with other outage work, as well due as outside influences typical of the industry. The overall schedule as related to this base work scope is currently estimated to be executed as follows:

4/23/2020	PGS unit is scheduled to be taken off-line at approximately 10am
4/24/2020	Precipitator is released 24 to 30 hours after the unit is removed from service. Mobilize Vacuum equipment for work to begin morning of 4/25/2020. Mobilize high pressure water hydro-blasting equipment for work to begin 4/25/2020

4/25/2020	Set up vacuum equipment and begin Vacuum work at cooling tower and accessible boiler areas after 10am. Begin vacuuming precipitator hoppers and designated areas. Set up hydro blasting equipment and hydro blast (2) bottom ash bins.
4/26/2020	Continue with Precipitator Hopper Vacuum work. Dry Vac the duct from the SDA Outlet to the Fabric Filter Inlets and designated areas Hydroblast clean bottom ash system lines
4/27/2020	Dry Vac Precipitator Outlet duct and designated areas. Wet vac under SDA hopper for SDA wash and swirler vane wash. Hydroblast SDA swirler vanes and Slaking system tanks and chutes.
4/28/2020	Rod out and dry vac the Finishing Superheat section of the boiler tubes. Wet vac support on hydroblast work. Hydroblast Settling tank, Surge Tank, Blowdown Tank, drains and lines  Hydroblast work to be completed and equipment torn down and all lockout/tag outs and confined space entry permits cleared by the end of the day shift 4/28/2020.  All vacuum work to be completed and equipment torn down for demobilization and all lockout/tag outs and confined space entry permits cleared by the end of the day shift 4/28/2020.
4/29/2020-4/30/2020	Set up and perform Air Heater Wash and Rinse on a double shift basis with completion and teardown for demobilization by end of the day shift 4/30/2020.
5/1/2020	Work by Others

To accomplish all vacuum work in the time available, two (2) vacuum trucks will be required, working simultaneously during the outage from 4/25/2020 – 4/28/2020, on the 12 hour day shifts only, for a total of forty eight (48) vacuum crew/equipment service hours on each of the two trucks.

To accomplish all hydro blasting work in the time available, contractor will use one of the two (2) pump systems at any given time, depending on requirements, during the outage from 4/25/2020 through 4/28/2020, on the 12 hour day shifts only, for a total of forty-eight (48) Hydro crew/equipment service hours.

To accomplish Air Heater cleaning work in the time available, contractor will use one of the two (2) pump systems and Air heater Cleaning equipment during the outage from 7am 4/29/2020 through 7pm 4/30/2020, on the 12 hour day and night shifts, for a total of thirty-six (36) Hydro crew/equipment service hours.

**SAFETY:** The Contractor is an Independent Contractor required to follow their OSHA regulations for work in areas that are contaminated with fly ash and for areas that may be considered as confined spaces. NOTE: All contractors must submit **with the bid** a copy of their OSHA compliant Confined Space Procedure and Respiratory Protection Procedure. The Contractor will be required to provide proof that workers have successfully completed respiratory fit testing and pulmonary function testing and have been trained for confined space entry.

The Contractor shall be responsible for compliance with all safety practices as required by the regulatory agencies governing the Contractor's operations as well as any and all safety requirements of the Contractor's

organization and shall submit historical evidence of such compliance. All personnel working on site will be required to participate in the plant's safety orientation prior to performing any work on site at PGS.

The plant has an equipment lockout/tag out procedure to prevent the unauthorized starting of motors and the unauthorized movement of valves and dampers. The Contractor is required to use the procedure and add its own locks/tags on top of the plant lock/tags if required. *Removal of plant locks/tags is not allowed and is cause for removal from the plant site.*

**OWNER PROVISIONS:** Platte Generating Station (PGS) will provide:

- An owner's designated representative for on-site coordination with PGS.
- Safety orientation for all contractor employees as related to PGS site safety considerations.
- Dumpsters for trash and debris.
- Portable toilet facilities with hand wash stations.
- Potable water source for contractor's drinking water containers.
- Designated contractor parking on site.
- Electrical service connections for job trailers and equipment.
- The bottom ash system will be open and inspected by plant personnel for contractor to clean.

**SITE ENTRY:** There is no separate contractor entrance at the Platte Generating Station. There is one gate with a card access security system and the Contractor may request to use access cards to gain entry rather than request entry and exit each trip. There is a \$25.00 charge for all access cards that are not returned.

**SERVICE RATES:** The Contractor **shall include in the Bid:**

Air Heater Wash

A firm, lump sum fixed price for air heater cleaning services including any and all costs associated with the air heater water blast services portion of the work including, but not limited to, all expenses, equipment, travel and mileage, per diems, labor, mobilization and demobilization, setup and teardown of equipment, subcontractors, tooling and sundries.

Vacuum

A lump sum, time and material, not to exceed price for two (2) vacuum trucks working simultaneously for forty eight (48) service hours each including any and all costs associated with the Vacuum Cleaning Services portion of the work including, but not limited to, all expenses, equipment, travel and mileage, per diems, labor, mobilization and demobilization, subcontractors, set up and tear down of equipment, supplies and sundries. Daily Time Sheets and job logs must be completed to accurately document the service hours. Separate T&M costs shall be provided that represents the variable cost adjustment for more or fewer service hours from the base 48 hours.

Hydro blasting

A lump sum, time and material, not to exceed price based on forty eight service (48) hours of all inclusive water blasting services including any and all costs associated with the High Pressure water blast cleaning and line cleaning portion of the work including, but not limited to, all expenses, equipment, travel and mileage, per diems, labor, mobilization and demobilization, subcontractors, supplies and sundries. Daily Time Sheets and job logs must be completed to accurately document the service hours. Separate T&M costs shall be provided that represents the variable cost adjustment for more or fewer service hours from the base 48 hours.

**Bid Detail Submittal**

**In addition, the bidder shall submit separate detailed breakdowns of the individual bid amounts in the same format as will be used for daily time sheets and ultimately for final billing. The bidder may use the attached spreadsheet format or their own comparable format for the bid detail submittal.**

The Air Heater Wash is a firm bid and will not be adjusted for final billing other than for delays caused by the owner.

Mobilization and demobilization charges for the vacuum and hydroblast services as submitted with the bid detail will be considered firm and will not be adjusted for final billing.

No adjustments will be made for personnel downtime, or equipment downtime resulting from the contractors own scheduling of personnel and equipment, breakdowns or servicing of equipment.

No adjustments will be made for additional labor, equipment or expenses incurred in the performance of the specified base scope of work as submitted in the bid detail.

#### T&M Rates

The Bid shall also include, as a separate T&M rate attachment, firm unit pricing for all labor, equipment, sundries and expenses reflecting the charges to be used in billing the T&M portions of the work as well as for making any adjustments that may be required for new work scope additions, additional services other than what is required in this specification or reductions in the same.

#### Terms and Conditions

Provide all other proposed terms and conditions which will be in effect during the performance of the work as a separate attachment **with the bid**. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted **with the bid**, and noted on the Bid Data Form.

Time is of the essence in the evaluation of proposals, the execution of contract documents and/or issuance of a Purchase Order for the execution of the work. Submittal of proposals that include terms and conditions unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

A single contract will be awarded for all work included in this specification.

#### Time and Material Accounting

Contractor shall be required to maintain accurate job logs and daily time sheets detailing all work performed and expenses incurred **in the same format as the bid detail submittal**. Daily time sheets shall identify all individuals by name, craft and all hours worked on each portion of the work. Such job logs and time sheets shall accurately account for all man-hours with clear separation and identification of Time, Equipment and Material as required accounting for the actual Vacuum and Hydro-blasting service hours and expenses.

**The timesheets/logs shall clearly detail the specific work that was accomplished during the shift. These sheets will be presented to the Owner's representative on a daily basis for review with the Contractor. The Owners representative will sign these documents as a record of receipt and review only. Any corrections that need to be made to such signed documents shall be implemented upon the discovery of the error and both parties shall initial the change made on the form. These records will then serve as record of the work performed and a basis for determining the final billing.**

The Platte Generating Station is **NOT** tax exempt and is subject to 7.5% sales tax. See the Nebraska Department of Revenue web site at [www.revenue.state.ne.us](http://www.revenue.state.ne.us) for contractor's tax information.

**PERFORMANCE AND PAYMENT BONDS:** The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

**INSURANCE:** The Contractor shall comply with the attached City's insurance requirements.

**CONTACT:** Questions regarding this specification may be directed to Darrell Dorsey at the Platte Generating Station, telephone (308) 385-5492.

**DRAWINGS & SITE INFORMATION:** A selection of various drawings have been provided with the bid package for reference only. Additional drawings are available for review at Platte Generating Station office. The Contractor is responsible for making such pre-bid site visits as required to obtain additional details for bidding and execution of the work and for clarification of any questions or concerns the bidder may have related to the work scope and site conditions.

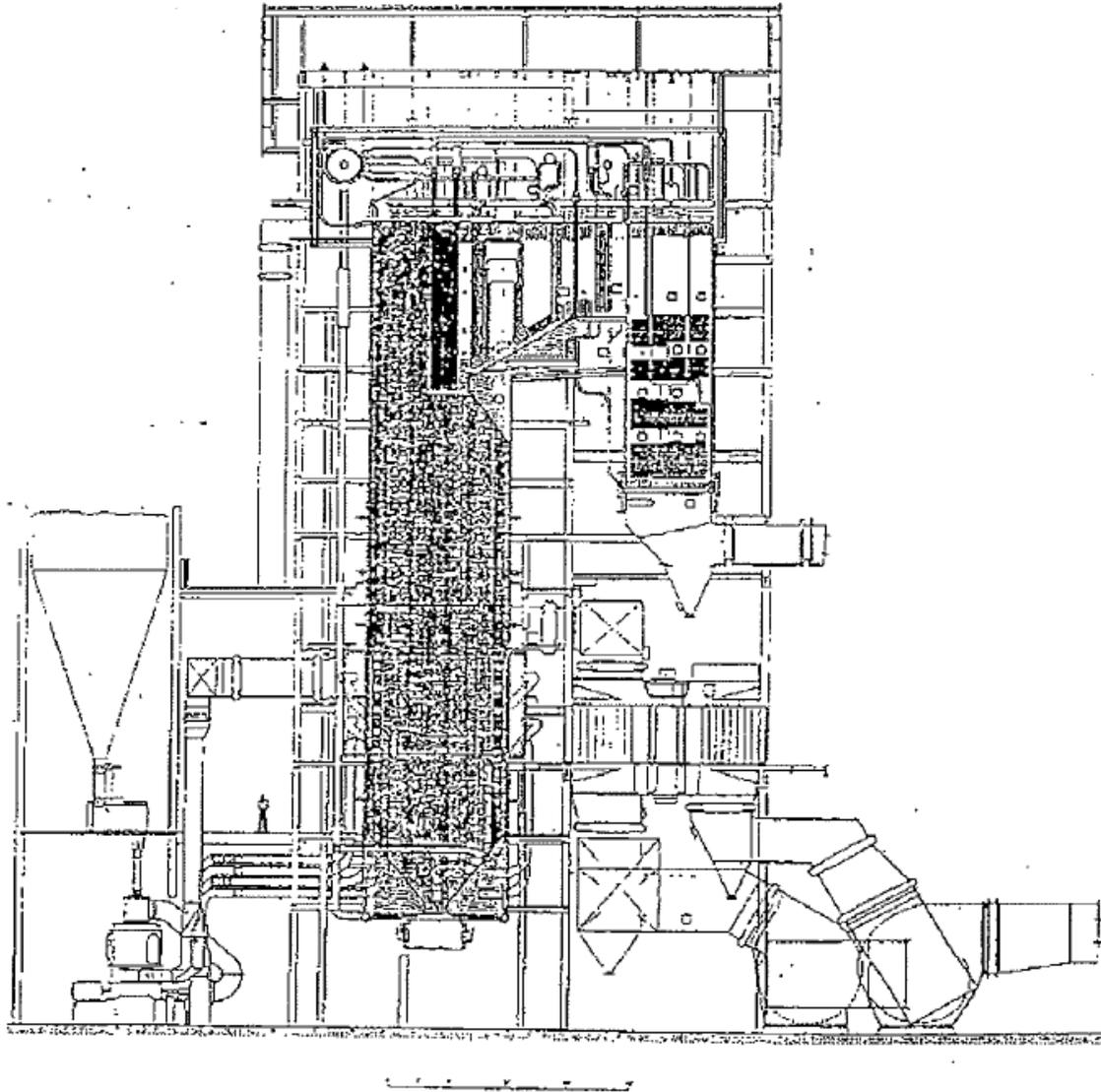
**ATTACHMENTS:**

Figure 1	56-107 Inlet	56-109 Outlet
51-001 Boiler Side View	51-251 Air Heater GA	51-1199 Air Heater Rotor Assy
SDA Inlet Duct	SDA Inlet Elevation	SDA Outlet to FF
SDA To FF	FF Inlet	2020 detail bid_timesheet data

Figure #1

Drawing No. 40-195

Cont. 13477



**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

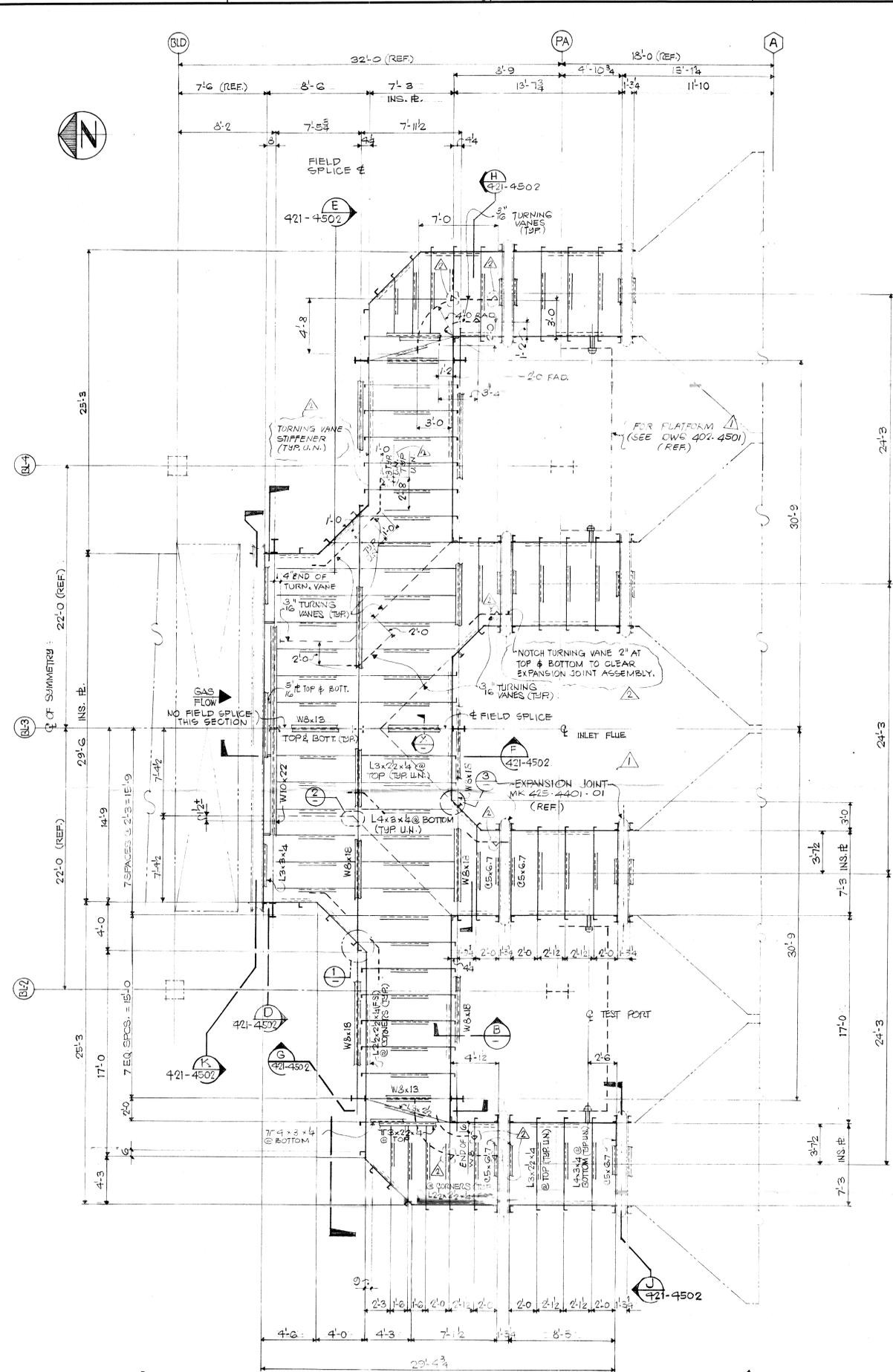
The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

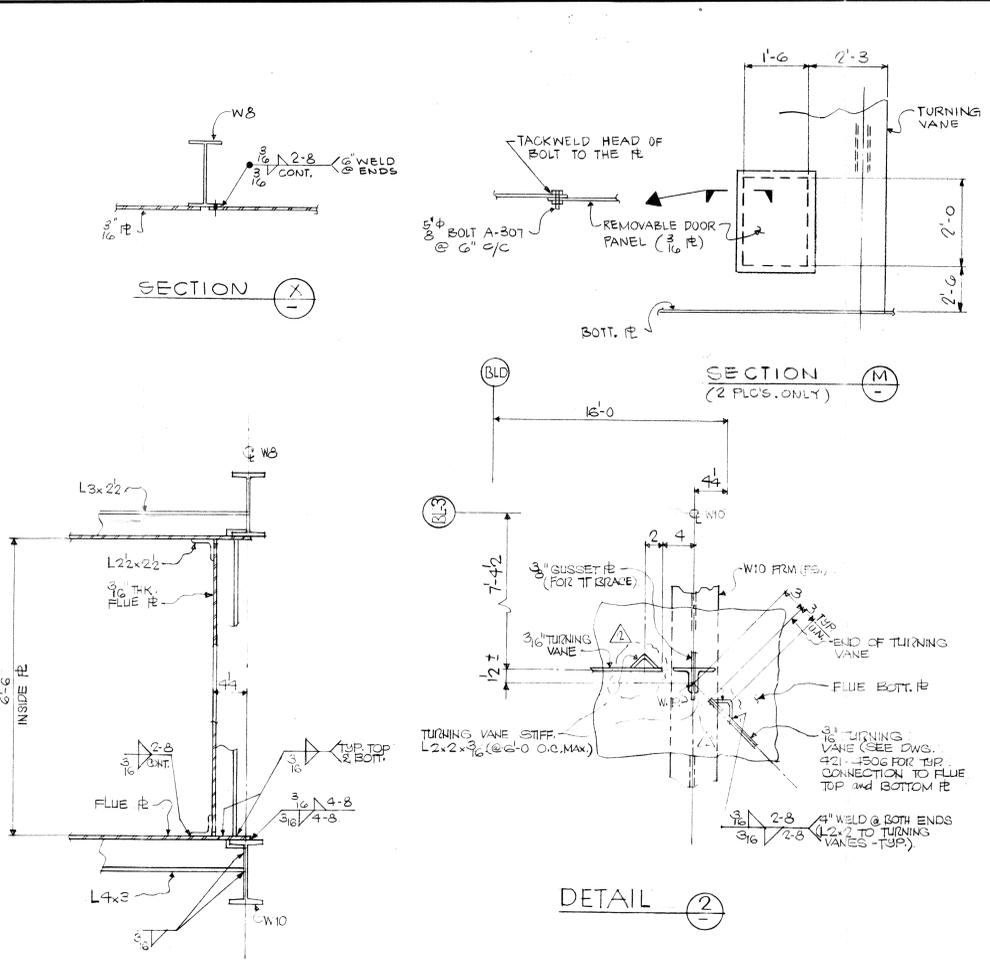
The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

**6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**



INLET FLUE PLAN



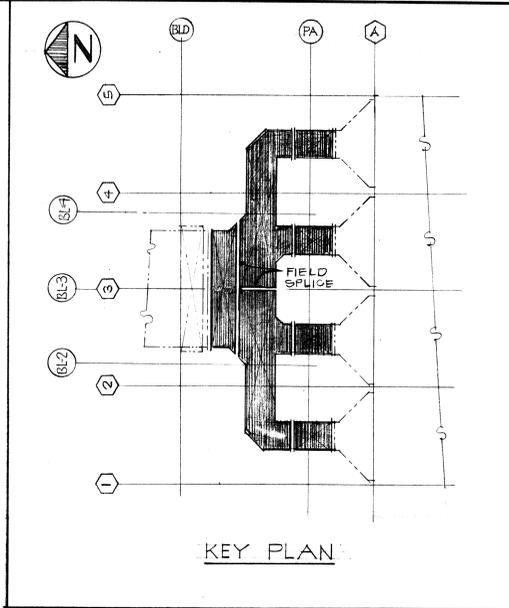
SECTION X-X

SECTION M-M  
(2 PLS. ONLY)

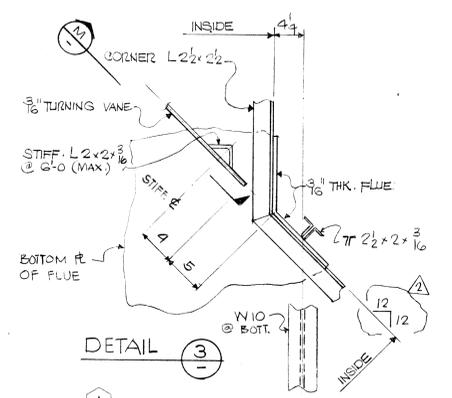


SECTION B-B

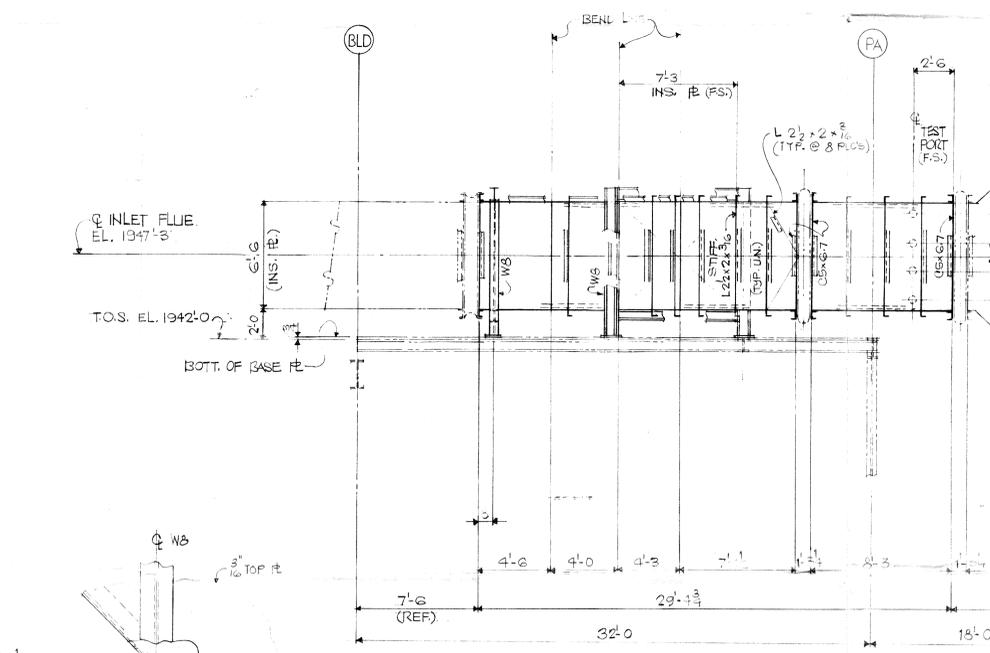
DETAIL 2



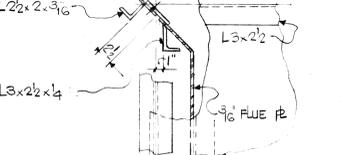
KEY PLAN



DETAIL 3



ELEVATION A



DETAIL 1  
(2 PLS. ONLY)

NOTE: MAR 30 1979

- FOR GENERAL NOTES SEE DWG. 421-4506.
- ALL SECTIONS FROM FIELD SPlice TO FIELD SPlice SHALL BE SHOP ASSEMBLED. SECTIONS SHALL BE ADEQUATELY BRACED AND SUPPORTED BY THE FABRICATOR FOR SHIPPING AND ERECTION.
- SEE KEY PLAN FOR SECTIONS TO BE SHOP ASSEMBLED.

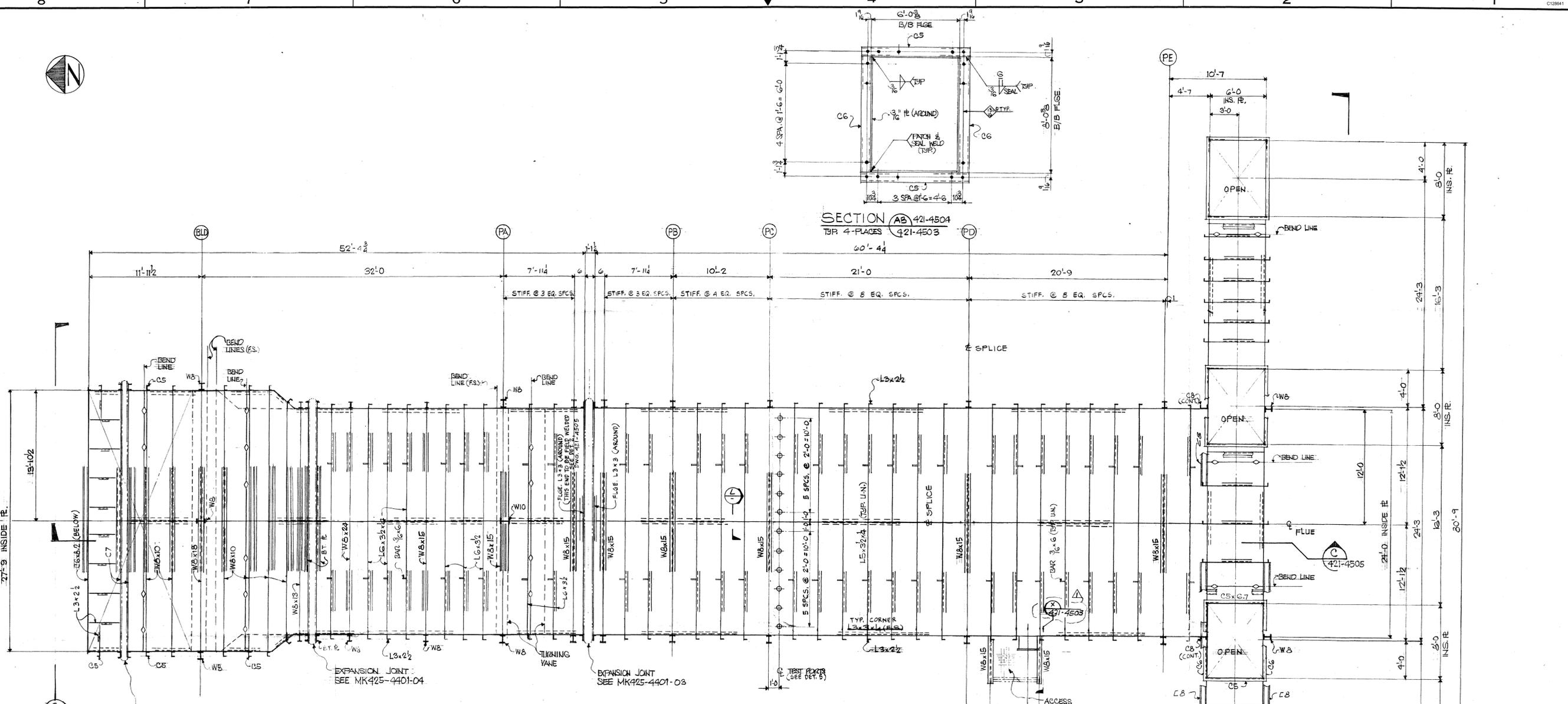
FOR CUSTOMER APPROVAL	DCE		
FOR BID ONLY	ALB		
PURPOSE OF ISSUE	APP	APP	APP

REV.	DATE	REVISED BY	CHKD. BY	ENG. APPR.	DESCRIPTION
1	2/27/78	RV	DCE	DCE	INDICATED PLATF. OWB REF & EXP JT. MK. (REF)
2	5/23/78	GD	DCE	DCE	ADDED TURNING VANE STIFF. & AS MARKED

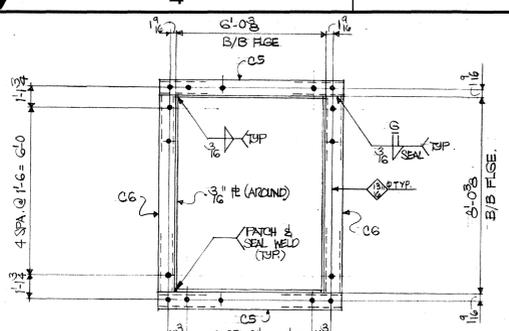
DRAWN BY	K.V. NICOLAS	7-20-78
ENGINEER	ALB, DCE	7-17-78
CHECKED BY	MD	7/15/78
CHIEF ENG.	PPA	7/17/78
PROJ. ENG.		

LUTZ, DAILY and BRAIN		SCALE: NONE
CITY OF GRAND ISLAND, NEBRASKA		CONTRACT NO. 0-73-005-17
INLET FLUE ASSY.		DRAWING NO. 421-4501
PLAN, SECT., DETAIL and ELEV.		REV. 2

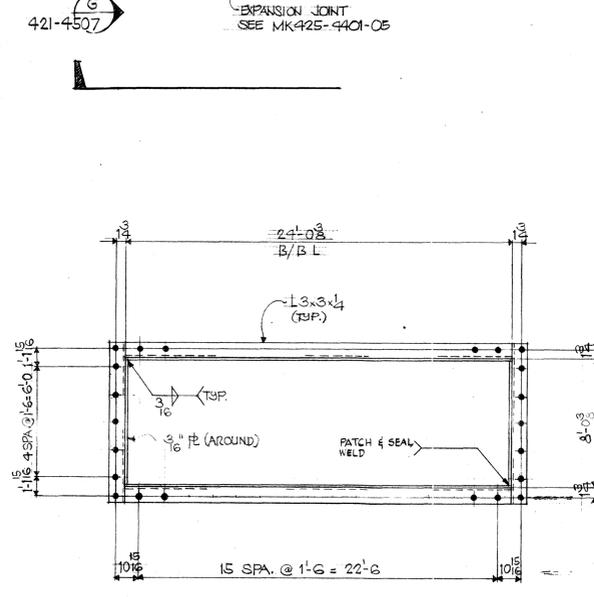
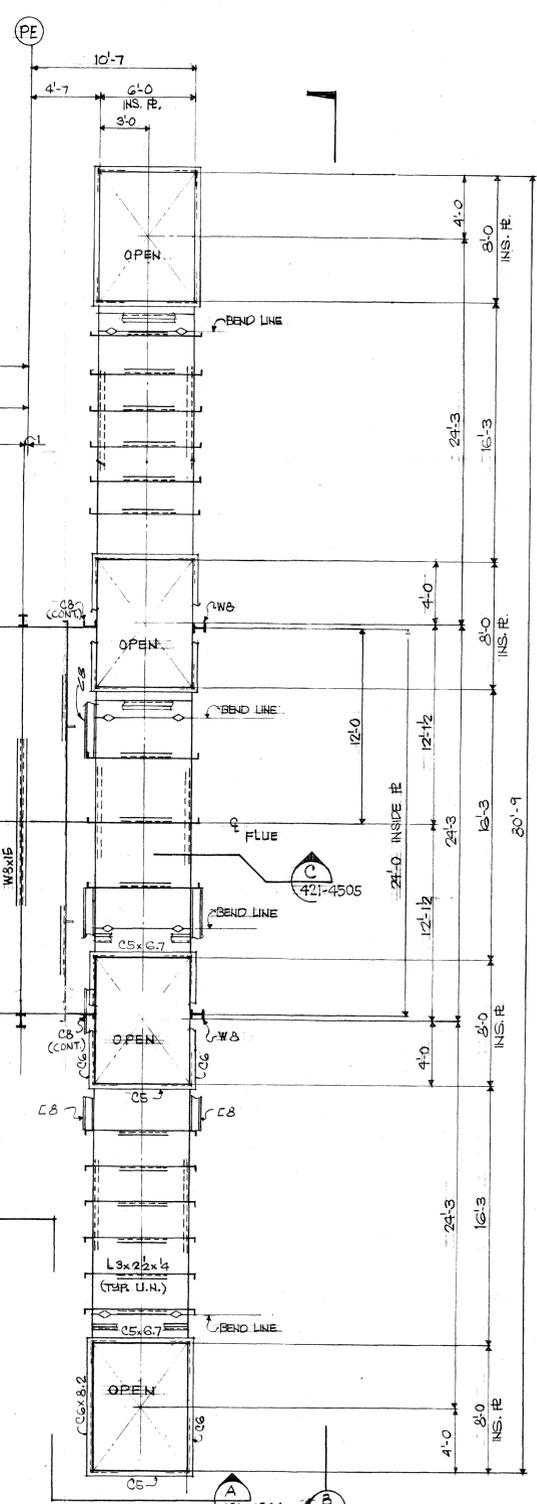
56-10'



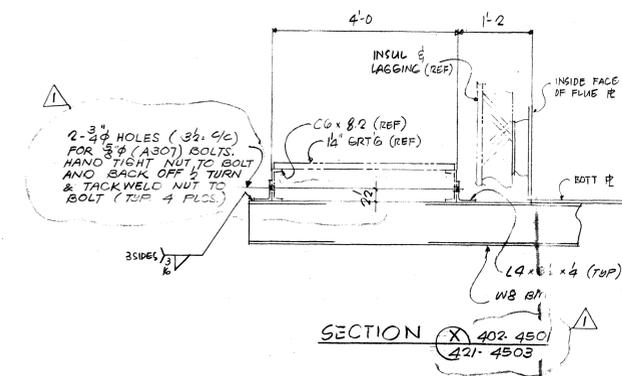
OUTLET FLUE PLAN



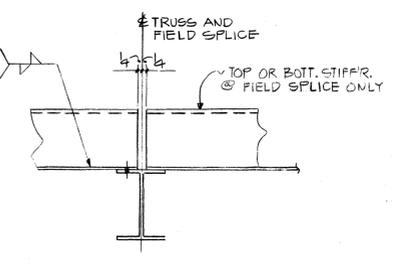
SECTION (A) 421-4504  
TYP. 4-PLACES 421-4503



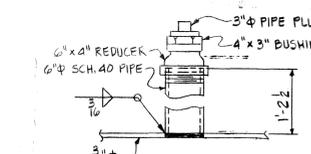
SECTION (G) 421-4507



SECTION (X) 402-4501  
421-4503



SECTION (L) 421-4506



DETAIL (S) 421-4509

- NOTE:
- FOR GENERAL NOTES & TYPICAL DETAILS OF FLUE SEE DWG. 421-4506.
  - FOR BASE PLATE DETAILS SEE DWG. 421-4509.

LUTZ, DAILY & BRAIN  
Consulting Engineers  
SMAR, TEXAS

APPROVED BY: [Signature]  
DATE: 4/26/79

DESIGNED BY: [Signature]  
DATE: 1/17/79

Checked by: [Signature]  
Date: 11-29-78

Chief Eng: [Signature]  
3/1/79

PROJ. ENG.

GRAND ISLAND 77-8  
LUTZ, DAILY and BRAIN  
CITY OF GRAND ISLAND, NEBRASKA  
PLATE GENERATING STATION  
OUTLET FLUE ASSY.  
PLAN, SECTIONS and DETAILS

MAR 22 1979

DRAWING RELEASE RECORD					DRAWING RELEASE RECORD						
REV.	DATE	REVISED BY	CHKD. BY	ENG. APP.	DESCRIPTION	REV.	DATE	REVISED BY	CHKD. BY	ENG. APP.	DESCRIPTION
0	1/18/79	FOR CUSTOMER APPROVAL	DCE			1	2/27/79	RV	DCE	DCE	REVD SECT. 'X' AS SHN. & CHGD. DIM. 5'2 TO 5'2 1/2

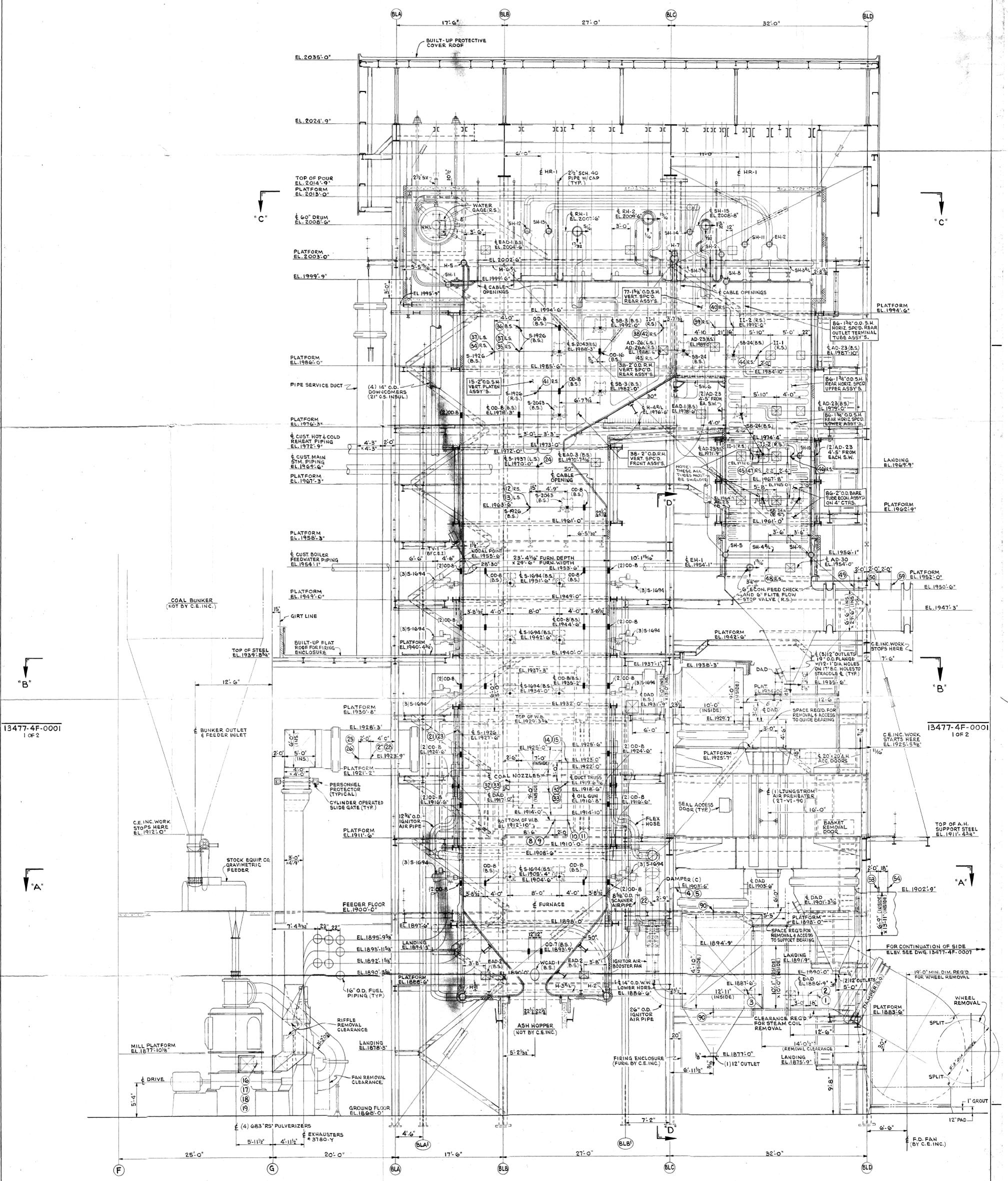
DRAWN BY: R.V. NICOLAS  
ENGINEER: AL. S. DICE  
CHECKED BY: No. 1  
CHIEF ENG: [Signature]  
PROJ. ENG.

11-21-78  
1-17-79  
11-29-78  
3/1/79

WESTERN PRECIPITATION DIVISION  
JOY MANUFACTURING COMPANY  
LOS ANGELES, CALIF., U.S.A.  
MONTREAL, LONDON, TORONTO, CHICAGO

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SCALE: NONE	CONTRACT NO: 0-78-005-17
DRAWING NO: 421-4503	REV. 1



13477-4F-001  
1 OF 2

13477-4F-001  
1 OF 2

REVISIONS	DATE	BY	DESCRIPTION
1	11-17-78	E.H. RAY	ADDED: BUCKSTAY LEVELING GUIDES FOR 10\"/>
2	11-17-78	E.H. RAY	ADDED: BUCKSTAY LEVELING GUIDES FOR 10\"/>
3	11-17-78	E.H. RAY	ADDED: BUCKSTAY LEVELING GUIDES FOR 10\"/>
4	11-17-78	E.H. RAY	ADDED: BUCKSTAY LEVELING GUIDES FOR 10\"/>
5	11-17-78	E.H. RAY	ADDED: BUCKSTAY LEVELING GUIDES FOR 10\"/>

MARKING	DESCRIPTION
HR-1	12 3/4\"/>
HR-2	10 3/4\"/>
H-1	14\"/>
H-2	14\"/>
H-3	14\"/>
H-4	8 3/4\"/>
H-5	10 3/4\"/>
H-6	10 3/4\"/>
H-7	10 3/4\"/>
H-8	10 3/4\"/>
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H-12	10 3/4\"/>
H-13	12 3/4\"/>
H-14	12 3/4\"/>
H-15	18\"/>
RH-1	18\"/>
RH-2	24\"/>

SETTING NUMBER	DESCRIPTION
S-1694	WALL BLOWER
S-2045	RETRACT. SOOT BLOWER
SB-3124	SOOT BLOWER
SB-24-A	HALF TRACT SOOT BLOWER
S-1937	TEMPERATURE PROBE
WCAD-1	16\"/>
OD-748	4\"/>
OD-1243	18\"/>
AD-26A	18\"/>
DAD	DUCT ACCESS DOOR
HR-1	HEAT REMOVAL DOOR (15\"/>
TV-1	TV CAMERA
S-1926	INSTRUMENT INSERT
II-142	INSTRUMENT INSERT

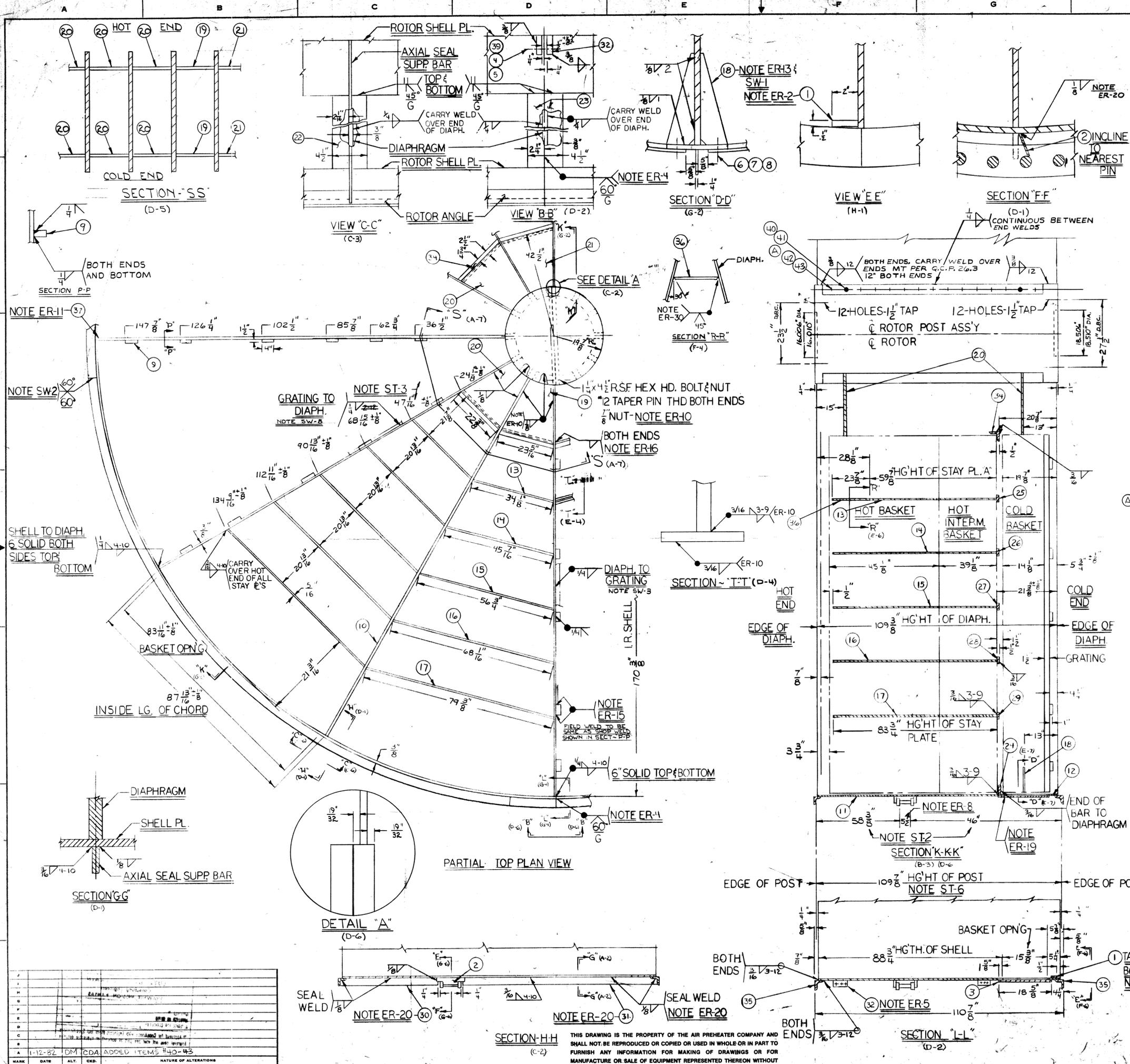
UNIT DESCRIPTION
ONE (1) 100 MW RADIANT HEAT, 8\"/>
FIN WELDED FURNACE WALLS (2\"/>
FIN WELDED FURNACE EXT. SIDE TUBES (2\"/>
FIN WELDED BACKPASS SIDE TUBES (2\"/>
FIN WELDED BACKPASS REAR TUBES (2\"/>
RIBBED ALUMINUM OUTER CASING STRUCTURAL STEEL BY C.E. INC. EXP. ALL WORK PROVIDED FOR BY CONTRACTOR WITH SUP. COMPANY

REFERENCE DRAWINGS	NO.	DESCRIPTION
GENERAL ARR'GT. - PLAN 'A-A'	13477-4E-0002	
" " " " " " " "	13477-4E-0003	
" " " " " " " "	13477-4E-0004	
" " " " " " " "	13477-4E-0005	
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" " " " " " " "	13477-4E-0300	
" " " " " " " "	13477-4E-0303	
" " " " " " " "	13477-4E-0304	

UTZ, DAILY & BRAIN - CONT. NTS. 17-0-2  
GENERAL ARRANGEMENT - SIDE  
CITY OF GRAND ISLAND  
PLATE GENERATING STATION, UNIT #1  
GRAND ISLAND, NEBRASKA  
SCALE: 1/8" = 1'-0"  
DATE: 11-17-78  
TRACED BY: [Signature]  
APPROVED BY: [Signature]  
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COMP. CODE  
91-84-0303  
13477-4F-001-06





REF. NO.	PART CODE NO.	DRAWING NO.	REQ'D.	MAT'L.	DESCRIPTION
1	00500	A-1-271763	2	511J	1/2" x 1" x 2"
2		E-47639	12		SEAL TAB (SHIP 2 LOOSE)
3		D-47461	12		COVER ASSEMBLY ASSY. 6 (SL)
4	32050	P-16-25412	8	3205	1" FIN. HEX. NUT (SL)
5	32010	P-32-25406	8	3201	1" x 4" HEX. HD. CAPSCREW (SL)
6	32050	P-10-25412	288	3205	5/8" FIN. HEX. NUT (SL)
7	32220	P-8-30765	288	3222	5/8" K.S.M. WELDING STUD 1" LG. (AW)
8	32210	P-10-25413	288	3221	5/8" LOF ALLOY FLAT WASHER (SL)
9		E-56928	144		GRATING SUPPORT BLOCK 1" x 1-1/2" x 4" (SHIP 12 LOOSE)
10		D-7-271079	12		DIAPHRAGM
11		D-2-271078	6		ROTOR SHELL PLATE (HOT END)
12		D-1-271078	6		ROTOR SHELL PLATE (COLD END)
13	01100	A-13-271763	12	4006	5/16" x 34-1/8" x 59-7/8"
14	01100	A-14-271763	12	4006	5/16" x 45-7/16" x 83-3/4"
15	01100	A-15-271763	12	4006	5/16" x 56-3/4" x 83-3/4"
16	01100	A-16-271763	12	4006	5/16" x 83-3/4" x 68-1/8"
17	01100	A-17-271763	12	4006	5/16" x 83-3/4" x 79-3/8"
18		E-2-41104	24		FILLER PIECE (SHIP 8 LOOSE)
19		D-4-46303	4		END PLATE (SL)
20		D-4-46302	16		END PLATE
21		D-4-46301	4		END PLATE (SL)
22		E-41103	10		SHELL BAR
23		E-41102	4		SHELL BAR AT SPLIT
24		D-4-46086	12		BASKET SUPPORT BAR
25		E-1-48041	12		BASKET SUPPORT BAR
26		E-2-48041	12		BASKET SUPPORT BAR
27		E-3-48041	12		BASKET SUPPORT BAR
28		E-4-48041	12		BASKET SUPPORT BAR
29		E-5-48041	12		BASKET SUPPORT BAR
30		D-16-55889	12		AXIAL SEAL SUPPORT BAR (HOT END) (S-2-L)
31		D-6-55889	12		AXIAL SEAL SUPPORT BAR (COLD END) (S-2-L)
32		E-40547	8		ROTOR SPLIT BAR
33		E-176063	2 PER CONT.		HANDLE (SL)
34		E-46089	12		BASKET SUPPORT ANGLE (SHIP 2 LOOSE)
35		D-2-65621	12		ROTOR ANGLE
36		E-3-59720	12		STAY PLATE EXTENSION SL
37		B-46093	2		ROTOR LIFTING ARR'G'T.
38		D-41653	1 PER CONT.		FIELD ERECTOR'S INSTRUCTIONS
39		E-26991	4		DRIFT AND TAPER PIN (SL)
40		E-260224	4		THEADED TAPER PIN (SL)
41	31010	P-14-25412	8	3205	7/8" FIN. HEX. NUT (SL)
42	31010	P-36-25407	30	3201	1/4" x 4 1/2" HEX. HD. CAPSCREW (SL)
43	31010	P-20-25412	30	3205	1/4" FIN. HEX. NUT (SL)

GROUP NO.	REFERENCE DRAWINGS	DESCRIPTION
0101		ROTOR POST ASS'Y.
0102		ROTOR PIN RACK ASS'Y.
0104		GRATING INNER
0105		GRATING OUTER
0103		RADIAL SEAL ASS'Y.
0504		AXIAL SEAL ASS'Y.
0505		BY PASS SEAL

NOTES TO ERECTOR:  
FOR NOTES ER-1, 2, 4, 5, 6, 8, 9, 10, 11, 13, 15, 16, 19, 20, & 29 SEE REF. #38.

NOTES TO SHOP:  
S-1 PAINT YELLOW ALL TEMPORARY BRACING THAT IS TO BE REMOVED IN FIELD

SHOP WELDING NOTES:  
SW-1 WELD FILLER PIECE IN PLACE AT ASS'Y EXCEPT ON DIAPH 90° FROM SPLIT AND ON SPLIT.  
SW-2 BEVEL & WELD SPLITS IN ROTOR ANGLE AS SHOWN.  
SW-3 1" LONG TACKWELDS BETWEEN SIDE RAILS & DIAPHRAGM. LOCATE TACKWELDS 24" INBOARD FROM ROTOR SHELL. APPROXIMATELY BUT NOT LESS THAN 24" SPACING. WELD ON HOT SIDE OF GRATING ONLY AND CENTERED BETWEEN CROSS BARS.

SHOP TOLERANCE NOTES:  
ST-1 ALL DIM NOT TOL. FOR REF. ONLY.  
ST-2 MAX TOL EITHER OF THESE DIM IN A PLANE PARALLEL TO END OF POST -3/16".  
ST-3 STAY PLATE & BASKET SUPP BARS TO BE LOCATED WITHIN A TOL OF 1/8".  
ST-5 THIS DIM TO BE HELD TO A TOL OF -.000" AFTER ASS'Y. OF ROTOR -.015".  
ST-6 THIS DIM SHOULD NOT EXCEED -.0625" & FLATNESS OF POST ENDS NOT TO EXCEED .008".  
ST-7 STAY PLATES TO BE LOCATED RADially FROM EDGE OF POST WITHIN A TOL. OF 1/8".  
ST-8 ROTOR ANGLES - SQUARE - 1/16" IN 4" - RADIUS TO SWEEP 1/8" VARIATION.  
ST-9 ROTOR ANGLES TO BE HELD TO 0° -3/16" IN A PLANE PARALLEL TO THE END OF POST.

REFERENCE ONLY

SUPERSEDED BY		Subject		AIR PREHEATER	
SUPERSEDES		Model / Part No.		27 V1450	
		Size, Type		DRF	
		Date		Ch. / Ch.	
		Tr.		Ch. / Ch.	
		Material		Ch. / Ch.	
		Sht. No.		Ch. / Ch.	
		QNTY		Ch. / Ch.	
		SCALE		N.T.S.	
		PLUG GAUGE		F-270955	
		GROUP		0100	
		DRAWING NUMBER		A 271763	
		SIZE		A	
		SHEET		OF	

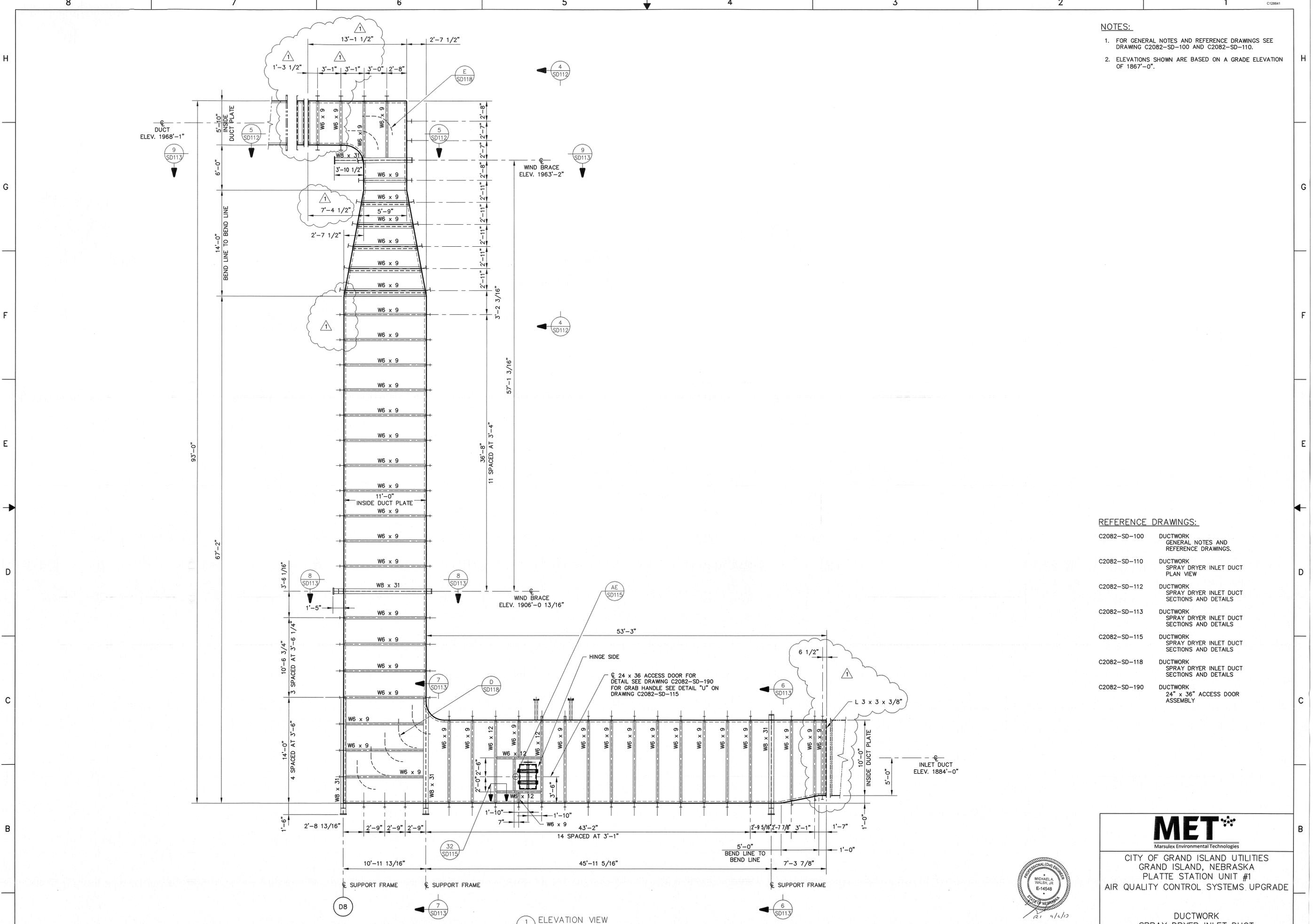
MARK	DATE	ALT.	CDR.	ADDED ITEMS	NATURE OF ALTERATIONS
A	1-12-82	DM	CDA	ADDED ITEMS #40-43	

THIS DRAWING IS THE PROPERTY OF THE AIR PREHEATER COMPANY AND SHALL NOT BE REPRODUCED OR COPIED OR USED IN WHOLE OR IN PART TO FURNISH ANY INFORMATION FOR MAKING OF DRAWINGS OR FOR MANUFACTURE OR SALE OF EQUIPMENT REPRESENTED THEREON WITHOUT WRITTEN PERMISSION OF THE AIR PREHEATER COMPANY. Page 30 of 38.



NOTES:

- 1. FOR GENERAL NOTES AND REFERENCE DRAWINGS SEE DRAWING C2082-SD-100 AND C2082-SD-110.
- 2. ELEVATIONS SHOWN ARE BASED ON A GRADE ELEVATION OF 1867'-0".



REFERENCE DRAWINGS:

- C2082-SD-100 DUCTWORK GENERAL NOTES AND REFERENCE DRAWINGS.
- C2082-SD-110 DUCTWORK SPRAY DRYER INLET DUCT PLAN VIEW
- C2082-SD-112 DUCTWORK SPRAY DRYER INLET DUCT SECTIONS AND DETAILS
- C2082-SD-113 DUCTWORK SPRAY DRYER INLET DUCT SECTIONS AND DETAILS
- C2082-SD-115 DUCTWORK SPRAY DRYER INLET DUCT SECTIONS AND DETAILS
- C2082-SD-118 DUCTWORK SPRAY DRYER INLET DUCT SECTIONS AND DETAILS
- C2082-SD-190 DUCTWORK 24" x 36" ACCESS DOOR ASSEMBLY



CITY OF GRAND ISLAND UTILITIES  
 GRAND ISLAND, NEBRASKA  
 PLATTE STATION UNIT #1  
 AIR QUALITY CONTROL SYSTEMS UPGRADE

DUCTWORK  
 SPRAY DRYER INLET DUCT  
 ELEVATION VIEW

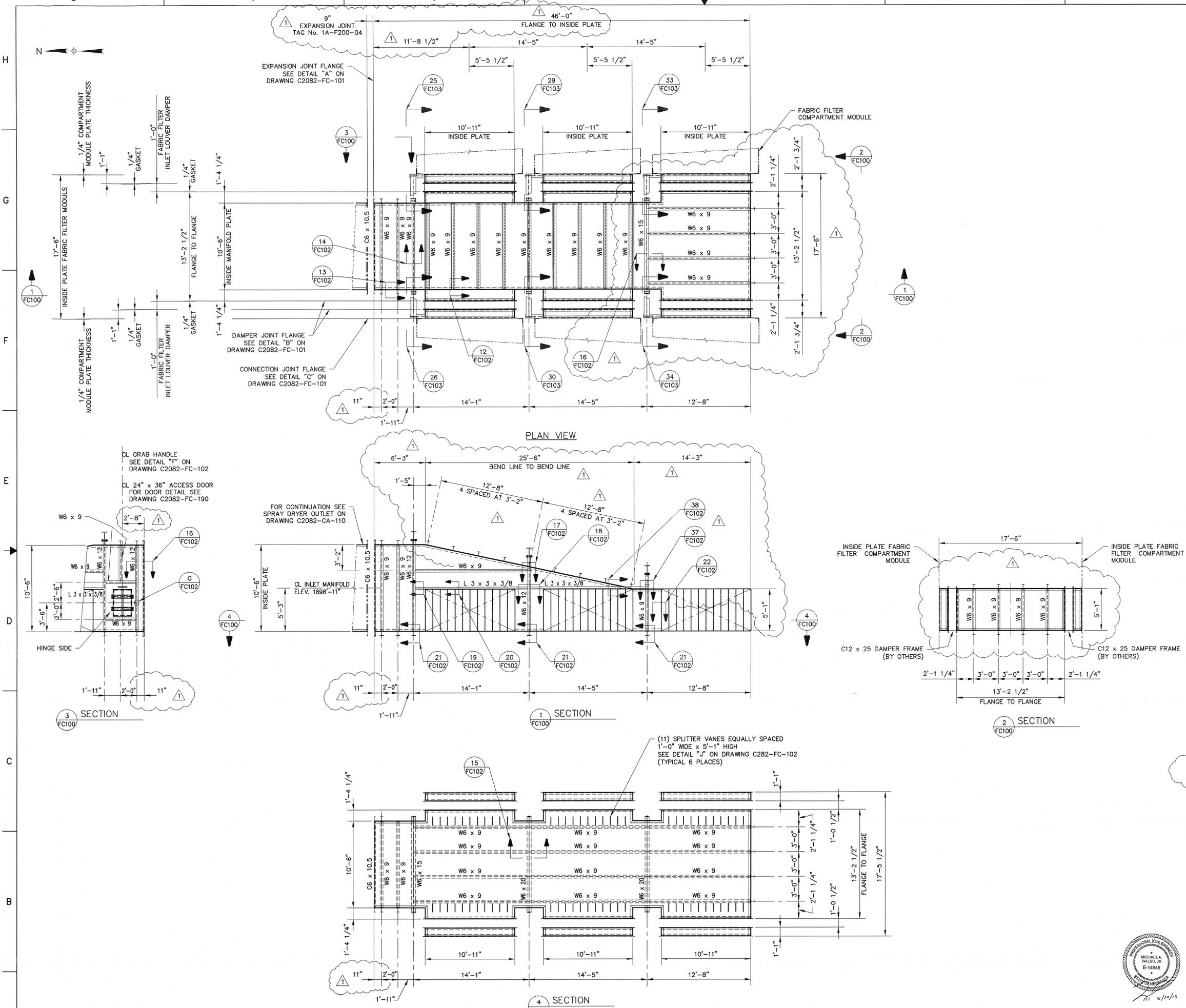


REVISION	DESCRIPTION	DATE
1	B FERRERI DELETED UPPER ACCESS DOOR AND REVISED STIFFENERS AT DOOR; REVISED EXPANSION JOINT WIDTHS PER VENDOR INFORMATION, ADDED STIFFENER AT INLET JOINT AND REVISED STIFF SPACING AT OUTLET JOINT	0-6/28/13
2	B FOX	
3	G CORDOVA	
4	R SEIFERT	
5		6/27/13

NOTICE	ISSUED FOR CONSTRUCTION	DATE
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DRAWING SCALE: 1/4" = 1' - 0"	PLOTTING SCALE: 1" = 48"	
AUTHORIZATION NO.	DRAWING NUMBER	REVISION
C2082	SD-111	1
FILE NAME: C2082SD111	SHEET NO: 01	OF 01







- NOTES:**
- FOR GENERAL NOTES AND REFERENCE DRAWINGS SEE DRAWING C2082-FA-001.
  - FOR ADDITIONAL TYPICAL DUCT DETAILS SEE DETAIL "AA" ON DRAWING C2082-FC-102

**REFERENCE DRAWING**

C2082-FA-001	FABRIC FILTER GENERAL NOTES & REFERENCE DRAWINGS
C2082-FC-101	FABRIC FILTER - INLET MANIFOLD SECTIONS AND DETAILS
C2082-FC-102	FABRIC FILTER - INLET MANIFOLD SECTIONS AND DETAILS
C2082-FC-103	FABRIC FILTER - INLET MANIFOLD SECTIONS AND DETAILS
C2082-FC-190	FABRIC FILTER - 24" x 36" ACCESS DOOR ASSEMBLY
C2082-FC-191	FABRIC FILTER - 24" x 36" ACCESS DOOR SECTIONS AND DETAILS
C2082-FC-192	FABRIC FILTER - 24" x 36" ACCESS DOOR SECTIONS AND DETAILS
C2082-FC-193	FABRIC FILTER - ACCESS DOOR SAFETY LATCH ASSEMBLY AND DETAILS
C2082-SGC-01	PAINT SPECIFICATION
C2082-BFA-01	FABRIC FILTER MATERIAL
SXX-3	SPECIFICATION FOR FIELD INSTALLATION OF FIBERGLASS ACCESS DOOR PACKING

**MET**  
Marsulex Environmental Technologies

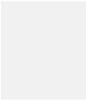
CITY OF GRAND ISLAND UTILITIES  
GRAND ISLAND, NEBRASKA  
PLATTE STATION UNIT #1  
AIR QUALITY CONTROL SYSTEMS UPGRADE

FABRIC FILTER  
INLET MANIFOLD  
PLAN VIEW

REVISION	DESCRIPTION	DATE	BY	CHECKED BY
1	REVISED MANIFOLD PER MODEL STUDY AND EXPANSION JOINT PER VENDOR INFORMATION	0-7/22/13	BDF	D REYNOLDS
2				G CORDOVA
3				R WARNER
4				R WARNER

NOTICE	DATE
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DRAWING SCALE: 1/4" = 1'-0"	
AUTHORIZATION NO.	FRANC NUMBER
C2082	FC-100
SHEET NO. 01 OF 01	REVISION
	1





Other  
Other  
Other


totals

Hydro blast Cleaning - 48 Service hours in 4 12 hour shifts

Mobilization  
April 24, 2020

Pump Trailer/truck  
Pump Trailer/truck  
Support Truck  
Support Truck  
Support Truck

Supervisor

Operator

Laborer

Personnel

Per diems

Other  
Other  
Other

units	Qty	Rate	Total cost	Taxes
st				
ot				
st				
ot				
st				
ot				
st				
ot				

totals

48 hrs of Daily Charges  
April 25, 2020 thru  
April 28, 2020

Pump Trailer/truck  
Pump Trailer/truck  
Support Truck  
Support Truck  
Support Truck

Supervisor

Operator

Laborer

Personnel

Per diems

PPE  
Consumables

Other  
Other  
Other

st				
ot				
st				
ot				
st				
ot				
st				
ot				

totals

De-Mobilization  
April 29, 2020

Pump Trailer/truck  
Pump Trailer/truck  
Support Truck  
Support Truck  
Support Truck

Supervisor

Operator

Laborer

Personnel

Per diems  
milage

st				
ot				
st				
ot				
st				
ot				
st				
ot				



Totals  
Other  
Other  
Other




Air Heater Wash  
April 29-30, 2020  
Lump Sum Base Bid  
Taxes  
  
Alternate Bid  
Taxes

_____
_____
_____
_____

(All bids must be submitted on this form)

**BOTTOM ASH AND BOILER INDUSTRIAL CLEANING**  
**SPRING 2020 OUTAGE**  
**BID DATA FORM**

CITY OF GRAND ISLAND  
 GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide all necessary supervision, materials, equipment, and labor to provide industrial cleaning services, consisting of an air heater wash, high pressure water blasting and line moling in the bottom ash system and vacuum cleaning throughout Platte Generating Station FOB the City of Grand Island, freight prepaid, at the following price:

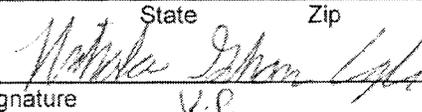
<u>ITEM DESCRIPTION</u>	<u>Air Heater Wash</u> <small>(Firm fixed pricing)</small>	<u>Vacuum Services</u> <small>(Lump sum-T&amp;M)</small>	<u>Hydro-blast Services</u> <small>(Lump sum-T&amp;M)</small>
Material	\$ <u>25,045.00</u>	\$ <u>12,655.00</u>	\$ <u>21,510.00</u>
Labor	\$ <u>7,524.00</u>	\$ <u>21,534.00</u>	\$ <u>10,488.00</u>
Applicable Sales tax*	\$ <u>2,442.68</u>	\$ <u>2,564.18</u>	\$ <u>2,339.85</u>
Base Bid	\$ <u>34,848.83</u>	\$ <u>36,582.23</u>	\$ <u>34,237.86</u>
Total Base Bid	\$ <u>106,162.71</u>		

\* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due. The State of Nebraska Department of Revenue has determined that building cleaning and maintenance services are taxable on both materials and labor.

- EXCEPTIONS: By checking this box, Bidder acknowledges there are Exceptions or Clarifications noted to the bid, and those exceptions are fully explained on a separate sheet, clearly marked, and attached to the Bid Data Form.
- By checking this box, Bidder acknowledges the specified completion date of the project is April 30, 2020.

Meylan Enterprises, Inc. 01.06.20  
 Bidder Company Name Date

6225 S. 60th Street Omaha NE 68117  
 Company Address City State Zip

Nicholas Graham Cagle   
 Print Name Signature V.P.

Email: nickcagle@meylan.net Telephone No. (402) 895-5219

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Option 1 (Section 1-017.05) \_\_\_\_\_ Option 2 (Section 1-017.06)  X  Option 3 (Section 1-017.07) \_\_\_\_\_

*If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.*

By checking this box, Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in Bid preparation.

If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

**Karen Nagel**

---

**From:** Darrell Dorsey  
**Sent:** Friday, January 10, 2020 11:01 AM  
**To:** Nicholas Graham Cagle (nickcagle@meylan.net)  
**Cc:** Lynn Mayhew; Karen Nagel  
**Subject:** Platte Generating Station - Bid Data

Nick-  
 We are in the process of evaluating all proposals received for the Bottom Ash and Boiler Industrial Cleaning Spring 2020 Outage.

In reviewing your proposal the entries on your BID DATA FORM and comparing it to your bid detail spreadsheet figures, there are several errors.

The hydro-blast 'Applicable Sales tax\*' entry should be \$2399.85 , not \$2339.85, and the total should be \$34,397.85.

The three 'Base Bid' entries of \$34,848.83, \$36,582.23, \$34,237.86 are all incorrect. Those same entries should be \$35,011.68, \$36,753.18, \$34,397.85

In reviewing the bid details on your spreadsheet, there is also an error in the overtime allocation for the hydro-blast work:

Submitted:		Qty	Rate	Total
Foreman	st	24	\$65.00	\$1,560.00
	ot	24	\$84.50	\$2,028.00
Operator	st	24	\$45.00	\$1,080.00
	ot	24	\$58.50	\$1,404.00
Tech	st	48	\$40.00	\$1,920.00
	ot	48	\$52.00	\$2,496.00
				\$10,488.00

\* st: 1st 8 hrs of each shift, Monday-Friday  
 ot: After the first 8 hrs of each shift Monday-Friday at Sunday

Corrected:		Qty	Rate	Total
Foreman	st	16	\$65.00	\$1,040.00
	ot	32	\$84.50	\$2,704.00
Operator	st	16	\$45.00	\$720.00
	ot	32	\$58.50	\$1,872.00
Tech	st	32	\$40.00	\$1,280.00
	ot	64	\$52.00	\$3,328.00
				\$10,944.00

\* st: 1st 8 hrs of each shift, Monday-Friday  
 ot: After the first 8 hrs of each shift Monday-Friday at Sunday

OT	
adder	\$456.00
tax	\$34.20

\$490.20

The addition of \$490.20 to the previously corrected Hydro-blast bid of \$34,397.85 gives corrected Hydro-blast bid of \$34,888.05

This will result in a Total Base Bid of \$106,652.91

Whereas these are all mathematical errors that correctable with the information already provided in your proposal, I will use the new total for evaluation purposes. Please review and let me know if you agree with the adjustments I have made.

Regards-

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Meylan Enterprises, Inc., 6225 S. 60th Street, Omaha, NE 68117

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the Universal Surety Company

of P.O. Box 80468, Lincoln, NE 68501, a corporation duly organized under  
the laws of the State of Nebraska, as Surety, hereinafter called the Surety, are held and firmly bound unto

The City of Grand Island as Obligee, hereinafter called the Obligee,

in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bottom Ash and Boiler Industrial Cleaning Spring 2020 Outage

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of January, 2020

[Signature]  
Witness

Meylan Enterprises, Inc. (Seal)  
[Signature] Principal  
Nicholas Graham Cagle, Vice President Title

Maura P. Kelly  
Witness

Universal Surety Company  
By [Signature]  
Joan Leu, Attorney-in-Fact

S-0054/GEEF 12/00

FRP

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-in-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska  
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey  
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 2018.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Harter*

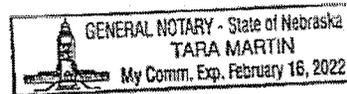


Secretary/Treasurer By  
State of Nebraska }  
County of } ss.  
Lancaster

President

On this 16th day of February, 2018, before me personally came Curtis L. Harter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*



My Commission Expires February 16, 2022.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 7th day of January, 2020.

*Philip C. Abel*

Director





6225 S. 60<sup>th</sup> Street, Omaha, NE 68117  
 PH: 800.545.5468 – FAX: 402.731.6848

**T&M Rate Schedule Developed for:**  
**City of Grand Island, Nebraska**  
**Spring 2020 Outage**

**I. T&M Rates: Hydroblast Services**

<u>Personnel:</u>	<u>Regular</u>	<u>Overtime</u>
Supervisor	\$65.00/hour	\$84.50/hour
Operator	\$45.00/hour	\$58.50/hour
Technician	\$40.00/hour	\$52.00/hour

**Regular:** first (8) hours, of each shift, Mon – Fri.

**Overtime:** after the first (8) hours, of each shift, Mon – Fri, all hours Sat, Sun and Federal Holidays.

**Equipment/Materials:**

10/20K Hydroblast Pump	\$175.00/hour
10/20K Hydroblast Tool	\$25.00/hour
Level I PPE	\$25.00/day
Per Diem	\$115.00/day

**Mobilization/Demobilization: F.O.B. Omaha, NE (270) RTM**

Pump Truck	\$1.50/mile
Support Truck	\$1.50/mile
Per Diem	\$115.00/day

**II. T&M Rates: Vacuum Services**

<u>Personnel:</u>	<u>Regular</u>	<u>Overtime</u>
Foreman	\$50.00/hour	\$65.00/hour
Operator/Tech	\$40.00/hour	\$52.00/hour

**Regular:** first (8) hours, of each shift, Mon – Fri.

**Overtime:** after the first (8) hours, of each shift, Mon – Fri, all hours Sat, Sun and Federal Holidays.

**Equipment/Materials:**

Vacuum Truck	\$85.00/hour
Vacuum Consumables	\$250.00/day
Level I PPE	\$25.00/day
Per Diem	\$115.00/day

**Note:** Vacuum Services T&M Rates will be utilized for deslagging of the Finishing Superheater and Horizontal Superheater assemblies.

**Confidentiality Statement**

*The information contained in the above document is confidential and privileged material intended only for the use of the individual and entity named above. Any unauthorized review, use, disclosure, or distribution of these documents to anyone who is not an affiliate or representative of your company is prohibited.*

1/7/2020



6225 S. 60<sup>th</sup> Street, Omaha, NE 68117  
 PH: 800.545.5468 – FAX: 402.731.6848

**T&M Rate Schedule Developed for:**

**City of Grand Island, Nebraska  
 Spring 2020 Outage**

**Mobilization/Demobilization: F.O.B. Omaha, NE (270) RTM**

Vacuum Truck	\$1.50/mile
Support Truck	\$1.50/mile
Per Diem	\$115.00/day

**iii. T&M Rates: APH Wash Services**

<b>Personnel:</b>	<b>Regular</b>	<b>Overtime</b>
Supervisor	\$65.00/hour	\$84.50/hour
Operator	\$45.00/hour	\$58.50/hour
Technician	\$40.00/hour	\$52.00/hour

**Regular:** first (8) hours, of each shift, Mon – Fri.

**Overtime:** after the first (8) hours, of each shift, Mon – Fri, all hours Sat, Sun and Federal Holidays.

**Equipment/Materials:**

10K Hydroblast Pump	\$175.00/hour
10K Hydroblast Tool	\$50.00/hour
Level I PPE	\$25.00/day
Per Diem	\$115.00/day

**Mobilization/Demobilization: F.O.B. Omaha, NE (270) RTM**

Pump Truck	\$1.50/mile
Support Truck	\$1.50/mile
Per Diem	\$115.00/day

**IV. Standby Time:**

In the event, Meylan Enterprises, Inc. crews and equipment are required to standby on the job or work is stopped, through no fault of Meylan, standby charges will be incurred by GIUD for that time at 100% of the applicable rates provided above. All charges are Gate-to-Gate.

**V. Diverse Supplier Participation:**

Meylan Enterprises, Inc. is a Woman Owned Business Enterprise (WBE), with certification from the Women's Business Enterprise National Council (WBENC). Diverse Supplier participation on the total dollars spent in connection with the work covered by this Proposal is one hundred percent (100%).

**Confidentiality Statement**

The information contained in the above document is confidential and privileged material intended only for the use of the individual and entity named above. Any unauthorized review, use, disclosure, or distribution of these documents to anyone who is not an affiliate or representative of your company is prohibited.

1/7/2020

Submitted by: Meylan Enterprises, Inc., 6225 S. 60th St., Omaha, NE 68117  
 City of Grand Island Spring 2020 Outage

Description	U/M	Qty	Rate	Total
<b>Vacuum Services (48) Hours</b>				
Foreman ST	Hour	16	\$ 50.00	\$ 800.00
OT	Hour	37	\$ 65.00	\$ 2,080.00
Operator ST	Hour	32	\$ 40.00	\$ 1,280.00
OT	Hour	64	\$ 52.00	\$ 3,328.00
Tech ST	Hour	64	\$ 40.00	\$ 2,560.00
OT	Hour	128	\$ 52.00	\$ 6,656.00
Vacuum Truck	Hour	96	\$ 85.00	\$ 8,160.00
Vacuum Consumables	Day	8	\$ 250.00	\$ 2,000.00
PPE	Day	32	\$ 25.00	\$ 875.00
Per Diem	Day	35	\$ 115.00	\$ 4,025.00
<b>Mob/Demob (270) RTM</b>				
Vacuum Truck	Mile	540	\$ 1.50	\$ 810.00
Support Truck	Mile	540	\$ 1.50	\$ 810.00
Per Diem	Day	7	\$ 115.00	\$ 805.00
Sales Tax	7.50%			\$ 2,564.18
Lump Sum - T&M				\$ 36,753.18

\*ST: first (8) hours, of each shift, Monday - Friday.  
 \*OT: after the first (8) hours, of each shift, Monday - Friday, and all hours Saturday and Sunday.

**Vacuum Services:**  
 Materials \$ 12,655.00  
 Labor \$ 21,534.00  
 Tax \$ 2,564.18  
 Total \$ 36,753.18

Description	U/M	Qty	Rate	Total
<b>Hydroblast Services (48) Hours</b>				
Supervisor ST	Hour	24	\$ 65.00	\$ 1,560.00
OT	Hour	24	\$ 84.50	\$ 2,028.00
Operator ST	Hour	24	\$ 45.00	\$ 1,080.00
OT	Hour	24	\$ 58.50	\$ 1,404.00
Tech ST	Hour	48	\$ 40.00	\$ 1,920.00
OT	Hour	48	\$ 52.00	\$ 2,496.00
10/20KPS Pump	Hour	96	\$ 175.00	\$ 16,800.00
10/20K Hydroblast Tool	Hour	48	\$ 25.00	\$ 1,200.00
PPE	Day	16	\$ 25.00	\$ 400.00
Per Diem	Day	16	\$ 115.00	\$ 1,840.00
<b>Mob/Demob (270) RTM</b>				
Tractor/Trailer	Mile	270	\$ 1.50	\$ 405.00
Support Truck	Mile	270	\$ 1.50	\$ 405.00
Per Diem	Day	4	\$ 115.00	\$ 460.00
Sales Tax	7.50%			\$ 2,399.85
Lump Sum - T&M				\$ 34,397.85

\*ST: first (8) hours, of each shift, Monday - Friday.  
 \*OT: after the first (8) hours, of each shift, Monday - Friday, and all hours Saturday and Sunday.

**Hydroblast Services:**  
 Material \$ 21,510.00  
 Labor \$ 10,488.00  
 Tax \$ 2,399.85  
 Base Bid \$ 34,397.85

Description	U/M	Qty	Rate	Total
<b>APH Wash (86) Hours</b>				
Supervisor ST	Hour	24	\$ 65.00	\$ 1,560.00
OT	Hour	12	\$ 84.50	\$ 1,014.00
Operator ST	Hour	24	\$ 45.00	\$ 1,080.00
OT	Hour	12	\$ 58.50	\$ 702.00
Tech ST	Hour	48	\$ 40.00	\$ 1,920.00
OT	Hour	24	\$ 52.00	\$ 1,248.00
10KPS Pump	Hour	108	\$ 175.00	\$ 18,900.00
10KPS APH Tool	Hour	72	\$ 50.00	\$ 3,600.00
PPE	Day	12	\$ 25.00	\$ 300.00
Per Diem	Day	12	\$ 115.00	\$ 1,380.00
<b>Mob/Demob (270) RTM</b>				
Tractor/Trailer	Mile	270	\$ 1.50	\$ 405.00
Per Diem	Day	4	\$ 115.00	\$ 460.00
Sales Tax	7.50%			\$ 2,442.68
Firm Fixed Price				\$ 35,012.68

\*ST: first (8) hours, of each shift, Monday - Friday.  
 \*OT: after the first (8) hours, of each shift, Monday - Friday, and all hours Saturday and Sunday.

**APH Wash:**  
 Material \$ 25,045.00  
 Labor \$ 7,524.00  
 Tax \$ 2,442.68  
 Base Bid \$ 35,011.68



6225 S. 60<sup>th</sup> Street, Omaha, NE 68117  
PH: 800.545.5468 – FAX: 402.731.6848

**I. Meylan Enterprises, Inc. Industrial Service References:**

**Talen Energy – Colstrip Station**

Colstrip, MT

Contact: Dayla Topp (406) 748-5276

Services Performed: Boiler Cleaning, Air Heater Cleaning Units 1, 2, 3 and 4.

**MidAmerican Energy – Neal Energy Center**

Sioux City, IA

Contact: Nick Novotny (712) 277-5245

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, Explosives Blasting, misc.  
Industrial Services Units 3 and 4.

**Westar Energy – Jeffrey Energy Center**

St. Marys, KS

Contact: Wayne McAfee (785) 458-6224

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, Explosives Blasting, misc.  
Industrial Services Units 1, 2 and 3.

**Platte River Power Authority – Rawhide Station**

Ft. Collins, CO

Contact: Travis Hunter (970) 229-1748

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, Explosives Blasting, misc.  
Industrial Services Rawhide Station Unit 1.

**We Energies – Pleasant Prairie Station**

Pleasant Prairie, WI

Contact: Bob Weisheim (262) 947-5286

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, Explosives Blasting, misc.  
Industrial Services Pleasant Prairie Units 1 and 2

**We Energies – Elm Road Station**

Oak Creek, WI

Contact: Bob Weisheim (262) 947-5286

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, Explosives Blasting, misc.  
Industrial Services Elm Road Units 1 and 2.

**OPPD – Nebraska City Station**

Nebraska City, NE

Contact: Matt Zersen (402) 661-9395

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, misc. Industrial Services NCS  
Units 1 and 2.

**OPPD – North Omaha Station**

Nebraska City, NE

Contact: Joel Johnston (402) 636-2687

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, misc. Industrial Services NOS Units 1, 2, 3, 4 and 5.

**MidAmerican Energy – Walter Scott Energy Center**

Council Bluffs, IA

Contact: Keith Jackson (712) 310-0250

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, Explosives Blasting, misc. Industrial Services WSEC Units 1, 2, 3 and 4.

**DTE Energy - Belle River Power Plant**

East China, MI

Contact: Dale Cash (810) 326-3384

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, Explosives Blasting, misc. Industrial Services Belle River Units 1 and 2.

**PacifiCorp - Wyodak Station**

Gillette, WY

Contact: Bernadette Hinshaw (307) 689-3537

Services Performed: Boiler Cleaning, Air Heater Cleaning, misc. Industrial Services Wyodak Unit 1.

**NPPD – Gerald Gentleman Station**

Sutherland, NE

Contact: Todd Hoerler (308) 386-8066

Services Performed: Air Heater Cleaning GGS Units 1 and 2.

**DTE Energy - St. Clair Power Plant**

East China, MI

Contact: Jim Karl (586) 292-6428

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, Explosives Blasting, misc. Industrial Services SSCP Units 1, 2, 3, 4, 6 and 7.

**We Energies - Oak Creek Station**

Oak Creek, WI

Contact: Cory Gonyer (414) 571-3351

Services Performed: Boiler Cleaning, Air Heater Cleaning, Vacuum Services, Explosives Blasting, misc. Industrial Services Oak Creek Station Units 5, 6, 7 and 8.

**MidAmerican Energy – Louisa Generating Station**

Muscatine, IA

Contact: Ron Martell (563) 288-2818

Services Performed: Air Heater Cleaning Unit 1.

**Deseret Power – Bonanza Station**

Vernal, UT

Contact: Mike Goddard (435) 781-5704

Services Performed: Air Heater Cleaning Bonanza Station Unit 1.

**PacifiCorp – Naughton Station**

Kemmerer, WY

Contact: Ryan Witbeck (307) 828-4356

Services Performed: Boiler Cleaning, Air Heater Cleaning, Air Heater Wash Naughton Station Units 1, 2 and 3.

**Scott Sonnenfelt**

4906 South 170<sup>th</sup> Street  
Omaha, NE 68135  
(402) 659-8666  
ssonnenfelt@meylan.net

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## **OBJECTIVE**

To obtain a position that best utilizes my skills and experience

## **EDUCATION**

High School

## **EMPLOYMENT**

I have been with Meylan Enterprises, Inc. for 17 years. My experience includes refractory hydro demolition services, removing vibracast refractory lining to bare metal, experience on flow rates computer controlled high energy rotary, and indexing equipment. I have also performed high energy cleaning services at coal fired utilities.

As a Supervisor, I have performed numerous Refractory Hydrodemolition projects, for a minimum of (5) years, and possess intimate knowledge of all aspects of the process, to include; 1) operation, maintenance and troubleshooting of 20,000 PSI medium-high pressure diesel pumping units, 2) operation, maintenance and troubleshooting of proprietary Refractory Hydrodemolition equipment, to include rigging, air tuggers, hydraulic motors/pumps, 20,000 PSI medium-high pressure water jetting tooling, microprocessor indexing and programming controllers..

## **CERTIFICATIONS**

- Respiratory Evaluation good until 7/25/20
- OSHA 10 Hour Safety & Health Training Course taken 7/25/19
- Fall Prevention Certification done 7/25/19
- Confined Spaces & Dangerous Places done 7/25/19 (includes the following)
- Authorized Entrant Training
- Attendant Training
- Entry Supervisor Training
- Rescue Training
- Practical Training
- NSC Adult CPR/AED Certified until 7/23/19
- OSHA 30 Hour Safety & Health Training Course taken 8/13/15

**Dave Carstensen**

11305 Gold Street  
Omaha, NE 68114  
(402) 507-9177  
dcarstensen@meylan.net

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## **OBJECTIVE**

To obtain a position that best utilizes my skills and experience

## **EDUCATION**

High School

## **EMPLOYMENT**

I have been with Meylan Enterprises, Inc. for 24 years. My experience includes refractory hydro demolition services, removing vibracast refractory lining to bare metal, experience on flow rates computer controlled high energy rotary, and indexing equipment. I have also performed high energy cleaning services at coal fired utilities.

As a Supervisor, I have performed numerous Refractory Hydrodemolition projects, for a minimum of (5) years, and possess intimate knowledge of all aspects of the process, to include; 1) operation, maintenance and troubleshooting of 20,000 PSI medium-high pressure diesel pumping units, 2) operation, maintenance and troubleshooting of proprietary Refractory Hydrodemolition equipment, to include rigging, air tuggers, hydraulic motors/pumps, 20,000 PSI medium-high pressure water jetting tooling, microprocessor indexing and programming controllers..

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- Authorized Entrant Training
- Attendant Training
- Entry Supervisor Training
- Rescue Training
- Practical Training
- NSC Adult CPR/AED Certified until 7/23/19
- OSHA 30 Hour Safety & Health Training Course taken 8/13/15



6225 South 60th Street · Omaha, NE 68117 · PH: 800.545.5468 · FAX: 402.731.6848 · Web: [www.meylan.net](http://www.meylan.net)

## Schedule Grand Island Spring 2020 Outage

- 4/23/2020- \*PGS Unit taken off-line
- 4/25/2020- \*Set up and begin Vacuum work after 10 am  
\*Set up and begin hydro blasting bottom ash bins
- 4/26/2020- \*Continue vacuum work: Precipitator Hopper and SDA Outlet to the Fabric Filter inlets  
\*Hydroblast clean bottom ash system lines
- 4/27/2020- \*Dry vac Precipitator Outlet duct and designated areas  
\*Wet vac under SDA hopper for SDA wash and swirler vane wash  
\*Hydroblast Settling tank, Surge Tank, Blowdown Tank, drains and lines
- 4/28/2020- \*Rod out and dry vac the Finishing Superheat section of the boiler tubes  
\*Wet vac support on hydroblast work  
\*Hydroblast Settling tank, Surge Tank, Blowdown Tank, drains and lines  
\*Finish vacuum and hydroblast work by end of shift
- 4/29/2020- \*Set up for Air Heater Wash  
\*Begin Air Heater wash
- 4/30/2020- \*Finish Air Heater Wash

**MEYLAN ENTERPRISES, INC.**  
**Confined Space Program**  
**Revised September 18, 2019**

**Purpose**

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The purpose of the Confined Space Program is to increase the safety of Meylan Enterprises, Inc. (Meylan) employees and onsite contractor(s) by establishing appropriate procedures for identifying, classifying and managing confined spaces in Meylan operations and facilities.

**Scope**

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The objective of this program is to protect personnel from injury upon entry into a confined space. Work will not begin in a confined space until the potential hazards have been identified, eliminated or minimized, and a proper classification of the space has been made. Employees will not enter a confined space until the requirements of this written program, have been implemented.

All employees are required to follow the procedures outlined in this program. Any deviations from this program must be immediately brought to the attention of the Safety Director. This program will apply to all Meylan employees and onsite contractor(s) during maintenance, repair, cleaning, construction or other activities that take place in the confined space(s).

**Program Responsibilities**

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**Management.** Meylan is committed to the safety of employees as it pertains to working in or near confined spaces, and management supports the efforts of the Confined Space Program by pledging financial and leadership support for the identification and control of confined space risk factors. Management is responsible for:

- Consulting with affected employees on the development and implementation of all aspects of the confined space program.
- Providing affected employees all information contained within the confined space program.

**Safety Director/Qualified Person.** The safety director/qualified person is responsible for the following:

- Conducting an initial survey of both the premises and operations to identify confined spaces.
- Establishing a process to identify the addition or deletion of confined spaces.
- Maintaining a current inventory of confined spaces.
- Evaluating each confined space to classify the spaces as permit-required or non-permit required.
- Informing exposed employees of the existence, location and danger posed by the permit-required confined space by posting danger signs.
- Conducting confined space air monitoring and maintaining related records.
- Reviewing cancelled entry permits for opportunities for continuous improvement.
- Preventing Meylan employees and onsite contractors from entering permit-required confined spaces that are not approved for entry.
- Maintaining the rescue plan for all confined spaces.
- Reviewing the Confined Space Program at least annually, or more often if needed, to determine if changes are needed due to added processes, equipment or recently introduced hazards.
- Conducting, documenting and assessing the effectiveness of employee training.

**Host Employer (confined space owner).** The host employer is responsible for the following:

- Advise contractors why the confined space is permit-required.
- Share with the contractor any information concerning the confined space.
- Inform contractors that they must comply with a permit required program.
- Inform contractor of any special procedures or precautions that must be taken.
- Coordinate entry operations and safety for multiple contractor employment.
- Provide lock-out/tag-out of all mechanical hazards associated with a confined space.
- Provide the necessary monitoring, isolation, ventilation, control, and specialized equipment.
- Provide or insure the availability of a rescue team in an emergency situation.

**Controlling Contractor (Meylan)** As a contractor working under the direction of the host employer, it is Meylan's responsibility for the following:

- Erect barriers to limit pedestrian, vehicular and other traffic in the area as necessary to protect entrants from external hazards.
- Conduct a debriefing session at the end of the job to discuss hazards encountered.
- Constantly monitor the conditions in the confined space to verify that the space is still acceptable for entry.
- Provide verification of conditions throughout the duration of entry.
- Obtain all information available regarding permit-required space hazards and entry operations.
- Coordinate entry operations with the host employer when their workers will work in or near a permit-required space.
- Advise the host employer of any hazard encountered or introduced as a result of the work being performed.
- Upon the start of every shift, Meylan will conduct a new confined space permit and testing for hazardous atmospheres air.

**Entry Supervisor.** Entry Supervisors are responsible for the following:

- Conducting an initial external visual inspection of the confined space entry point when possible.
- Knowing the requirements of the Confined Space Program, including how to properly implement the duties of the Entrants, Attendants and Rescue Personnel.
- Completing entry permits.
- Determining entrance requirements.
- Posting the permit in a conspicuous location near the entry point.
- Determining the number of Attendants required for safe completion of the work.
- Verifying that rescue services are available prior to and throughout the entry and that the means for summoning them are operable.
- Verifying that all required preliminary actions have been taken prior to endorsing the permit and authorizing entry to begin.
- Ensuring no additional responsibilities are given to the Attendant other than observing the Entrant(s) and their duties.
- Ensuring that acceptable conditions are maintained for the duration of the entry.
- Communicating the status and requirements of the entry to other Entry Supervisors whenever the Entry Supervisor role is changed.
- Terminating entry, assuring removal of personnel and equipment and revoking or canceling the permit when required.

**Entry Team - Attendant.** Attendants are responsible for the following:

- Being stationed outside the point of entry/exit of the confined space to observe the permit-required confined space.
- Remaining at the entry point and maintaining two-way communication with the Entrant(s) during entry until relieved by another Attendant, or until the entry is completed or terminated by the Entry Supervisor or Leader.
- Maintaining a sign-in/sign-out log of all individuals entering the confined space.
- Providing standby assistance to Entrants entering the confined space.
- Directing Entrants to exit the confined space when any irregularities are observed.
- Initiating evacuation and emergency procedures.
- Monitoring for any conditions or changes that could adversely affect the entry.
- Preventing unauthorized entry.

**Entry Team - Entrant.** Entrants are responsible for the following:

- Reading and obeying entry permit requirements.
- Maintaining two-way communication with the Attendant.
- Recognizing potential hazards that may be encountered during the entry.
- Understanding the proper use and limitations of equipment for controlling these hazards.
- Inspecting for hazards not identified by atmospheric monitoring during entry activities.
- Responding to emergencies, including implementing methods for self-rescue or evacuation.
- Recognizing symptoms and warning signs of exposure to potential hazards or prohibited conditions.
- Notifying the Attendant of any symptoms of exposure, emergency or unacceptable condition in the confined space.
- Exiting the confined space immediately if symptoms, warning signs or unacceptable conditions occur or if directed by the Attendant or Entry Supervisor.
- Inspecting for hazards during entry activities.

### **Identification of Hazards and Evaluation of Confined Spaces**

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**Identifications Host Employer.** Due to the nature of our work, the host employer will usually designate the confined spaces. In these cases, the host employer will usually identify the space with signs, barricades, etc. However, supervisors shall review the characteristics of all spaces to be entered to determine if the space is a confined space. Examples of such spaces include, but are not limited to, vessels, tanks, vaults, bins, line, or large pipes.

Once a space has been identified as a confined space, specific actions must be completed and specific safeguards must be in place prior to any employee entry.

**Properties Survey and Inventory.** The Safety Director will conduct a survey of all our locations to identify and determine any in-house confined spaces. The surveys will be completed from site observations and job hazard analyses. An inventory of each these branch location or equipment that meets the definition of a confined space, which would have the potential for engulfment, entrapment, hazardous energy, atmospheres with flammable or explosive potential, oxygen deficiency, and/or the presence of toxic and corrosive material and all other hazards will be documented. The information will also be communicated to all personnel, and, as well as, the appropriate confined space procedures will be developed and followed prior to entry. The Safety Director will determine, based on the identified hazards, which confined spaces will be entered and require a permit prior to entry and which confined spaces will not be entered. Both determinations will be documented on the inventory.

**Hazard Reevaluation.** The Safety Director will identify and reevaluate hazards at least annually, or sooner based on changes in activities or other physical or environmental conditions that could adversely affect work.

Any change in designation of a confined space will be routed to all affected personnel by the Safety Director. **Hazard Controls.** When personnel will be required to enter confined spaces, Meylan will utilize hierarchy of hazard control techniques to first eliminate and then, if they cannot be eliminated, reduce hazards of confined spaces. The following order of precedence will be followed when eliminating or reducing confined space hazards:

- **Engineering Controls:** These are controls that eliminate or reduce the hazard through implementation of approved engineering practices.
- **Administrative Controls:** These are controls which eliminate or reduce the hazard through changes in work practices including, but not limited to, rotating workers, reducing the amount of worker exposure and housekeeping.
- **Personal Protective Equipment (PPE):** If the hazard cannot be eliminated or reduced to a safe level through engineering and/or administrative controls, PPE will be used. The Safety Director will determine the appropriate PPE needed by all personnel entering the confined space, including rescue teams.

### **Permit-Required Confined Space Labeling and Security**

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Each permit-required confined space shall have one of the following signs on or near the entrance(s) that identifies the space as a permit-required confined space. The specific signage will be determined by the Safety Director based on the identified hazards that exist within the confined space. Signs will be maintained in a legible condition.



### **Reclassifying Permit-Required Spaces**

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The Safety Director is the only company representative authorized to reclassify a permit-required confined space to a non-permit confined space at our locations. It will be the host employer’s responsibility to maintain the reclassification of a permit-required confined space to a non-permit confined space at their site. Spaces may only qualify for reclassification if they do not contain, or could not potentially contain, atmospheric hazards (as per the inventory and by testing on the day of the reclassification attempt). If a previously identified and eliminated hazard or a new hazard becomes apparent or active in a reclassified space, all employees shall immediately exit the space and the space will revert to a permit-required confined space.

### **Entry Permits**

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A permit-required confined space entry permit process will be used to guide Entry Supervisors, Attendants and Entrants through a systematic evaluation of the permit-required confined space to be entered, and to establish appropriate entry conditions refer to **Appendix A (Permit Required Confined Space Decision Flow Chart)**. Before each entry into a permit-required confined space, an entry permit will be completed by the Entry Supervisor. The Entry Supervisor will then communicate the contents of the permit to all employees involved in the operation, and post the permit conspicuously near the work location. A standard entry permit, located in **Appendix B**, will be used for all entries.

**Permit Scope and Duration.** A permit is only valid for one shift. For a permit to be renewed, the following conditions must be met before each reentry into the confined space:

- Atmospheric testing will be conducted and the results will be within acceptable limits. If atmospheric test results are not within acceptable limits, effective mitigation precautions to protect Entrants against the atmospheric hazards will be addressed on the permit, be operational and will mitigate the hazard to a level safe for entrance.
- Only operations or work *originally* approved on the *original* permit will be conducted in the confined space.

A new permit will be issued, or the original permit will be reissued if possible, whenever changing work conditions or work activities introduce new hazards into the confined space.

The Safety Director will retain each canceled entry permit for at least one year to facilitate the review of the Confined Space Entry Program. Any problems encountered during an entry operation will be noted on the respective permit(s) so that appropriate revisions to the Program can be made.

### **Entry Procedures**

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**Pre-Entry Hazard Assessment.** A hazard assessment will be completed by the Entry Supervisor prior to any entry into a confined space. The hazard assessment should identify:

- The sequence of work to be performed in the confined space.
- The specific hazards known or anticipated.
- The control measures to be implemented to eliminate or reduce each of the hazards to an acceptable level.

No entry will be permitted until the hazard assessment has been reviewed and discussed by all persons engaged in the activity. Personnel who are to enter the permit-required confined space will be informed of known or potential hazards associated with it.

When entry into a confined space is necessary, either the Entry Supervisor may initiate entry procedures, including—when necessary—the completion of a permit-required confined space entry permit. Entry into a confined space will follow the standard entry procedure below.

**Permit-Required Standard Entry.** The confined space entry permit will be completed in its entirety before any entry. Entry will be allowed only when all requirements of the permit are met and the permit has been reviewed and signed by the Entry Supervisor. The following conditions must be met prior to a standard entry:

- Affected personnel will be proficient in the duties that will be performed within the confined space.
- The internal atmosphere within the confined space will be tested with a calibrated, direct-reading instrument.
- Personnel will be provided with necessary PPE as determined by the Entry Supervisor.
- Atmospheric monitoring will take place during the entry. If a hazardous atmosphere is detected during entry:
  - Personnel within the confined space will be evacuated by the Attendant(s) or Entry Supervisor until the space can be evaluated to determine how the hazardous atmosphere developed.
  - Controls will be put in place to protect employees before reentry.
- Confined space hazards will be isolated from the space. Isolation is the protection against the release of active or stored energy and/or material into the space. Isolation will be achieved by the appropriate means as determined by the host employer. Options will include:
  - Blanking or blinding;

- Misaligning or removing sections of lines, pipes or ducts;
- A double block and bleed system;
- Lockout or tagout of all sources of energy; and
- Blocking or disconnecting all mechanical linkages.

If isolation of the space is infeasible pre-entry, testing will be performed to the extent feasible before entry is authorized. If entry is authorized, entry conditions will be continuously monitored in the areas where authorized Entrants are working.

**Atmospheric Testing.** Before entry into a permit-required confined space, the Entry Supervisor will conduct testing for hazardous atmospheres. Atmospheric test data is required and will be done initially, with all existing ventilation systems shut down. Atmospheric testing is required for two distinct purposes:

1. Evaluation of the hazards of the space.
2. Verification that acceptable conditions exist for entry into that space.

The internal atmosphere will be tested with a calibrated, direct-reading instrument for oxygen, flammable gases and vapors, and potential toxic air contaminants—in that order. If a person must go into the space to obtain the needed data, then standard confined space entry procedures will be followed.

Only testing equipment approved by the Safety Director will be used for confined space atmospheric testing. All testing equipment used at Meylan will be approved by Underwriters Laboratories for use in hazardous atmospheres and are to be calibrated per manufacturer’s recommendations every three months and the “Calibration Test Certificate” will in the possession with each monitor at all times. All testing equipment will be sent to the manufacture for recertification annually. The Safety Director will maintain an instrument maintenance and recertification record (**Appendix C – List Test Instruments**).

**Evaluation Testing.** Initial results of testing for atmospheric hazards will be evaluated and interpreted by Entry Supervisor. Atmospheric testing evaluation and interpretation must be received prior to filling out the confined space entry permit or any entrance into a permit-required confined space. It will be the requirement of the Entry Supervisor to conduct a daily bump test to ensure the monitor and alarms are working properly.

**Verification Testing.** All confined spaces that have been identified as having, or possibly having, a hazardous atmosphere will be tested for residues of all identified or suspected contaminants. The evaluation testing will be conducted at the time of entry to determine if the hazards are within acceptable limits. Results of testing will be recorded by the Entry Supervisor. During the time the permit-required confined space is occupied, the atmosphere will be periodically retested (frequency to be determined by Host Employer procedures or the Safety Director on our property based on the known hazard) to verify that atmospheric conditions remain within acceptable entry parameters.

**Acceptable Limits.** The atmosphere of a confined space will be considered to be within acceptable limits when the following conditions are met and maintained:

- Oxygen: 19.5 percent to 23.5 percent.
- Flammability: below 10 percent of the Lower Flammable Limit (LFL) for gases, vapors, mists or combustible dusts.
- Toxicity: below the permissible exposure limit (PEL)/threshold limit value (TLV) or time-weighted average (TWA) of a substance.

**Forced Air Ventilation.** When conditions accommodate continuous forced air ventilation as a remedy for

atmospheric conditions, the following precautions will be followed:

- Employees will not enter the space until the forced air ventilation has eliminated any hazardous atmosphere.
- Forced air ventilation will be directed so as to ventilate the immediate areas where an employee is or will be present within the space.
- Continuous ventilation will be maintained until all employees have left the space.
- Air supply or forced air ventilation will originate from a clean source.

**If the confined space does not have acceptable entry conditions, entry IS NOT permitted.**

#### **Isolation and Lockout/Tagout Safeguards**

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All energy sources that are potentially hazardous to confined space Entrants will be secured, relieved, disconnected, and/or restrained before personnel are permitted to enter the confined space. Equipment systems or processes will be locked out and/or tagged out as required by Meylan or the host employer site Lockout/Tagout Program prior to permitting entry into the confined space. In confined spaces where complete energy isolation is not possible, the Program Administrator will evaluate the situation and make provisions to allow as much isolation as practical.

When there is a need to test, position or activate equipment by temporarily removing the lockout protections, all Entrants will be removed from the space prior to removal of the safety devices and activation of the systems. Any removal of locks, tags or other protective measures will be done in accordance with Meylan or the host employer on their site Lockout/Tagout Program.

#### **Emergency Response, Evacuation and Rescue**

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Meylan has been provided with emergency medical rescue service by many of its host employers. Prior to entry into any permit required confined space; the entry supervisor will determine the capabilities of the rescue team to include:

- Use of personnel protective equipment;
- Rescue equipment for confined spaces;
- Training as entrants;
- History of practice rescues; and
- Basic first aid and CPR.

Should a host employer rescue team be unavailable or not meet the necessary requirements set forth in the standard, the entry supervisor will contact the closest professional rescue team and provide them with all necessary information regarding hazards and location prior to any entry. In addition, the rescue team will be provided access to all permit-required spaces to better enable them to develop appropriate rescue plans and practice rescue operations. Rescue team phone numbers and every means of obtaining the quickest possible emergency response will be listed on the permit and provided to all attendants.

#### **Employee Training**

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Meylan will develop, maintain and provide training to each affected employee whose work is regulated by the Confined Space Program. The training will provide the understanding, knowledge and skills necessary to safely perform required work in confined spaces. Training will be conducted:

- Before the employee is first assigned duties involving confined spaces.
- Before there is a change in an affected employee's assigned duties.
- When there is a change in a permit-required confined space operation that presents new hazards not previously covered in training.

- When Meylan has reason to believe that there are deviations from the permit-required confined space entry procedures, or that there are inadequacies in the employee's knowledge or use of these procedures.

**General Training Requirements.** All affected employees will receive training on the following general information:

- Specific hazards associated with the confined space to be entered.
- Personal protective equipment selected for the hazard(s), including proper use, inspection, care and maintenance, limitations and other applicable safety instructions.
- The permit system and other procedural requirements for conducting a confined space entry
- Responding to emergencies.
- Duties and responsibilities of confined space entry team members.
- How to recognize probable air contaminant overexposure symptoms in themselves as well as co-workers, and methods for alerting assigned Attendants.

**Training for Attendants.** In addition to the general training requirements above, Attendants will also be trained on the following:

- Duties, responsibilities and procedures for both routine and emergency operations.
- Hazards that may be encountered by Entrants and the signs and symptoms of overexposure.
- Procedures for summoning rescue or other emergency services.
- Proper use of the equipment used for communicating with Entry and Rescue Personnel.
- Performance of non-entry retrievals.

**Verification of Training.** Periodic assessment of the effectiveness of employee training will be conducted by the Safety Director. Refresher training will be conducted on a yearly basis to maintain employee competence in entry procedures and precautions. Written training records will be retained by the Safety Director and be periodically reviewed to ensure proper follow-up for refresher training.

### **Outside Contractors**

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Whenever outside personnel are contracted to perform work that involves confined space entry, Meylan will inform the contractors about any relevant confined spaces, including:

- The classification of the space (permit-required or non-permit).
- The hazards and operations within or near the space.
- Any precautions or procedures that were implemented for the protection of employees in or near the confined space.

The contractor must inform Meylan immediately of any hazards encountered or created during the course of entry. At the conclusion of all entry operations, a debriefing will be held with the Safety Director to discuss any additional hazards or problems encountered and corrective measures to be taken prior to future entry.

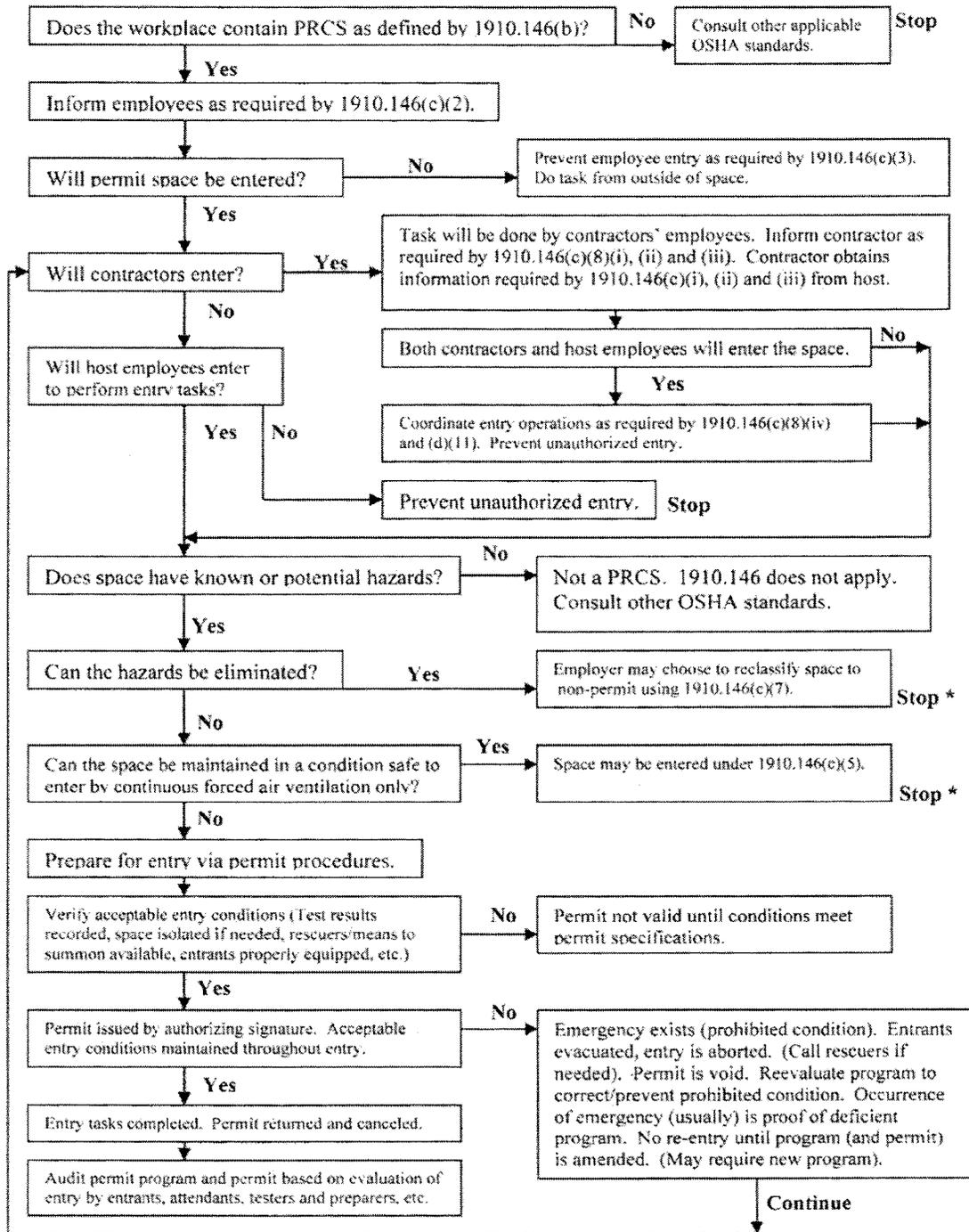
### **Periodic Program Review**

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The confined space program and procedures will be reviewed annually.

Appendix A – Permit-Required Confined Space Decision Flow Chart

Permit – Required Confined Space Decision Flow Chart



\*Spaces may have to be evacuated and re-evaluated if hazards arise during entry.

Appendix B – Permit-Required Confined Space

# MEYLAN

## CONFINED SPACES ENTRY PERMIT

LOCATION OF CONFINED SPACE	DATE/TIME
PURPOSE OF ENTRY	DURATION
AUTHORIZED BY	EXPIRES ON
ATTENDANT(S)	

AUTHORIZED ENTRANTS (LIST OTHERS ON BACK OF FORM)


• MEASURES FOR ISOLATING & EQUIPMENT •	• YES •	• NO •	• MEASURES FOR ISOLATING & EQUIPMENT •	• YES •	• NO •
Lock Out - De-Energize - Try-Out Equipment			Self-Contained Breathing Apparatus (SCBA)		
Line(s) Broken - Capped - Blanked			Air-Line Respirators w/Emergency-Escape Capability		
Purge - Flush and Vent			Air-Purifying Respirators and Cartridges		
Ventilation			Resuscitator/Inhaler		
Secure Area (Post and Flag)			Communications Equipment		
Full Body Harness w/"D" Ring			Protective Clothing		
Tripod Emergency Escape Unit			Head/Eye/Hearing Protection (circle type(s))		
Lifelines			Hot Work Permit Required		
Fire Extinguishers					
Lighting (Explosion-Proof)					

**ATMOSPHERE MONITORING**

TEST(S) TO BE TAKEN	YES	NO	Acceptable Entry Conditions (Circle Appropriate Level)			Test No.	1	2	3	4	5	6	7	8
			TVL*	PEL**	_____	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	
						11/4 2:05 p.m.	_____m.							
Oxygen			19.5-23.5%			19.5								
Combustible Gas			Below 10% LEL			/								
Carbon Monoxide			0-35 PPM			/								
Hydrogen Sulfide			0-10 PPM	0-15 PPM										
Hydrogen Cyanide			SKIN	4 PPM										
Sulfur Dioxide			0-2 PPM	0-5 PPM										
Ammonia				0-35 PPM										

Individual Conducting Test (name) \_\_\_\_\_

Any questions pertaining to test requirements contact \_\_\_\_\_

• INSTRUMENTS USED •	• NAME •	• TYPE •	• IDENT. NO. •

• STANDBY PERSON(S) •

YES  \_\_\_\_\_

**Appendix C– Identification of Test Instruments**

<b>MFG. NAME</b>	BW Technologies		
<b>TYPE</b>	GasAlertMax XT II		
<b>IDENTIFICATION NO.</b>	MA216-027096, MA216-027199, MA216-027083, MA216-027034, MA216-027055, MA216-027044, MA216-027085, MA216-027210, MA216-027035, MA216-027037, MA216-027829, MA216-027043, MA216-027059, MA216-003471, MA216-003480, MA216-003477, MA216-003463,		

**MEYLAN ENTERPRISES, INC.**  
**Respiratory Protection Program**  
**Revised July 1, 2019**

**Purpose**

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The purpose of the Meylan Enterprises, Inc. (Meylan) Respiratory Protection Program is to make sure that all employees, when exposed to respiratory hazards, are properly and adequately protected when using a respirator. Meylan is committed to the safety of our employees by preventing atmospheric hazards through the use of engineering controls. In the event engineering controls are not feasible, or during the implementation of such controls, respiratory protection will be required.

All employees are required to follow the procedures outlined in this program. Any deviations from this program must be immediately brought to the attention of the Safety Director.

**Scope**

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This program applies to all employees who are required to wear respirators during normal work operations or during some non-routine or emergency operations, such as a spill of a hazardous substance. All employees working in the areas and/or engaged in certain processes or tasks identified in **Appendix A** are required to participate in the company's respiratory protection program.

**Program Responsibilities**

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**Management.** Meylan is responsible for providing the tools and resources necessary to implement this program and for ensuring the provisions in this program are being followed by the Safety Director.

**Safety Director.** The Safety Director for Meylan will be responsible for:

1. Identifying work areas, processes or tasks that have respiratory hazards and oversee the elimination or control of respiratory hazards.
2. Evaluating the need for respirators in areas where respiratory hazards cannot be eliminated.
3. Evaluating requests for voluntary use of respirators.
4. Ensuring adequate air quantity, quality, and flow of breathing air for atmosphere-supplying respirators.
5. Selecting appropriate respiratory protection options.
6. Monitoring respirator use to ensure that respirators are used in accord with their certifications.

7. Arranging for and/or conducting training.
8. Ensuring proper storage, cleaning, inspections, and maintenance of respiratory protection equipment.
9. Ensuring qualitative or quantitative fit testing is conducted.
10. Administering the medical surveillance program.
11. Maintaining records required by the program.
12. Evaluating the program annually.
13. Updating written program as needed.

**Supervisors.** Supervisors are responsible for ensuring that the respiratory protection program is implemented in their particular areas. In addition to being knowledgeable about the program requirements for their own protection, supervisors must also ensure that the program is understood and followed by the workers under their charge. Supervisors will:

1. Ensure that employees under their supervision who are required to wear respirators, or who voluntarily wear respirators, have received appropriate training, fit testing and annual medical evaluation.
2. Ensure the availability of appropriate respirators and accessories.
3. Be aware of tasks requiring the use of respiratory protection.
4. Enforce the proper use of respiratory protection when necessary.
5. Ensure that respirators are properly cleaned, maintained, inspected, and stored according to the respiratory protection plan.
6. Ensure that respirators fit well and do not cause discomfort.
7. Monitor work areas and operations to identify new or developing respiratory hazards.
8. Coordinate with the Safety Director on how to address respiratory hazards or other concerns regarding the program.
9. Ensure adequate air quantity, quality, and flow of breathing air for atmosphere-supplying respirators.

**Employees.** Each employee will:

1. Wear his or her respirator when and where required and in the manner in which they were trained.
2. Care for and maintain their respirators as instructed, and store them in a clean, sanitary location.
3. Inform their supervisor if the respirator no longer fits well, and request a new one that fits properly.
4. Inform their supervisor or the Safety Director of any respiratory hazards that they feel are not adequately addressed in the workplace and of any other concerns that they have regarding the program.
5. Inform their supervisor of need for a medical re-evaluation.

## General Requirements

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**Hazard Assessment.** The workplace will be evaluated and each operation, process, or work area where airborne contaminants may be present in routine and non routine operations or during an emergency will be identified and documented. Hazard Assessments are performed at least every five years or whenever new or potential hazards are introduced into the workplace from changes in operations, processes, materials or personnel. The hazard assessments include, but are not limited to, the following items:

1. Identification and development of a list of hazardous substances used in the workplace, organized by department or work process. See **Appendix B** for identified respiratory hazards.
2. Review of work processes to determine where employees are potentially exposed to these respiratory hazards. The review will be conducted by surveying the workplace, reviewing process records and/or talking with employees and supervisors.
3. If worker exposures have not been, or cannot be, evaluated they will be considered immediately dangerous to life and health and appropriate protections will be implemented.

**Respirator Selection.** The Safety Director will determine which individuals require respiratory protection and which respirator(s) will be used. Respirators will be selected based on the hazards to which workers are exposed and in accordance with regulations, standards, and best practices. A sufficient number of respirator sizes and models will be provided to employees during fit testing to identify an acceptable respirator that fits correctly.

Respirators selected will meet the following standards and guidelines:

1. Assigned Protection Factors (APFs) and calculated Maximum Use Concentrations (MUCs).
2. Certified by the National Institute for Occupational Safety and Health (NIOSH) and used in accordance with the terms of that certification.
3. Filters, cartridges, and canisters labeled with the appropriate NIOSH certification label. *The label must not be removed or defaced while the respirator is in use.*

Atmospheres immediately dangerous to life and health (IDLH) — For areas or environments deemed to have IDLH atmospheres, a full facepiece pressure demand supplied air respirator (SAR) with auxiliary self-contained breathing apparatus (SCBA) unit or a full facepiece pressure demand SCBA with a minimum service life of 30 minutes is provided. Respirators used for escape only are NIOSH-certified for the atmosphere in which they will be used. Note: All oxygen deficient atmospheres (those with less than 19.5% oxygen) are considered IDLH.

Non-IDLH Atmospheres – For areas or environments that do not have IDLH atmospheres, respirators are selected that are appropriate for the chemical nature and/or physical form of the air contaminant present. Air-purifying respirators used for protection against gases and vapors are equipped with cartridges having end-of-service-life indicators (ESLIs) or are subject to a change-out schedule based on the atmospheric contaminant. For protection against particulates, air-purifying respirators are equipped with NIOSH-certified HEPA filters.

**Investigating Employee Concerns.** If an employee feels that respiratory protection is needed during a particular activity, he or she should contact a supervisor or the Safety Director. The Safety Director will evaluate the potential hazard(s), arranging for outside assistance as necessary. The results of the investigation will be communicated to the employee and supervisor. If it is determined that respiratory protection is necessary, all other elements of this program will be in effect for those tasks, and this program will be updated accordingly.

**Medical Evaluation.** Employees who are either required to wear respirators or who choose to wear an air-purifying respirator (APR) voluntarily must pass a medical exam before being permitted to wear a respirator on the job. Employees are not permitted to wear respirators until a physician or licensed health care provider has determined that they are medically able to do so. Any employee refusing the medical evaluation will not be allowed to work in an area requiring respirator use. Medical evaluation procedures are as follows:

- The medical evaluation will be conducted using the questionnaire in **Appendix C**.
- The Safety Director will:
  - Ensure that all affected employees are given a copy of the medical questionnaire to fill out, along with a stamped and addressed envelope for mailing the questionnaire to the company physician or licensed health care provider.
  - To the extent feasible, assist employees who are unable to read the questionnaire (by providing help in reading the questionnaire). When this is not possible, the employee will be sent directly to the physician for medical evaluation.

Employees are allowed to fill out the questionnaire on company time. They are authorized to have follow-up medical exams as required or deemed necessary by Concentra Urgent Care (Omaha), Concentra Urgent Care (St. Louis), Concentra Medical Center (Houston - Texas), Proactive Occupational Medicine (Kentucky) and Baylor Scott & White Health Care (Cameron - Texas) and have the opportunity to speak with the physician about their medical evaluation.

The Safety Director will provide Concentra Urgent Care (Omaha), Concentra Urgent Care (St. Louis), Concentra Medical Center (Houston - Texas), Proactive Occupational Medicine (Kentucky) and Baylor Scott & White Health Care (Cameron - Texas) with a copy of this program, a copy of the 29 CFR 1910.134 Respiratory Protection standard and a medical release form in **Appendix C**. They will also provide the exposure information contained in **Appendix A** for each employee receiving a medical exam along with the employee's title, proposed respirator type and weight, length of time required to wear the respirator, expected physical workload (light, moderate or heavy), temperature and humidity extremes, and any additional protective clothing required.

After an employee has received medical clearance and begun to wear his or her respirator, additional medical evaluations will be provided if:

- The employee reports signs and/or symptoms related to their ability to use a respirator, such as shortness of breath, dizziness, chest pains, or wheezing.
- Concentra Urgent Care (Omaha), Concentra Urgent Care (St. Louis), Concentra Medical Center (Houston - Texas), Proactive Occupational Medicine (Kentucky) and Baylor Scott & White Health Care (Cameron - Texas) or supervisor informs the Safety Director that the employee needs to be reevaluated.
- Information from this program, including observations made during fit testing or program evaluation, indicates a need for reevaluation.
- Concentra Urgent Care (Omaha), Concentra Urgent Care (St. Louis), Concentra Medical Center (Houston - Texas), Proactive Occupational Medicine (Kentucky) and Baylor Scott & White Health Care (Cameron - Texas) or supervisor's observations indicate that additional medical evaluation is needed. For example, a change in workplace conditions that may result in an increased physiological burden on the employee.

**Fit Testing.** The Safety Director will ensure that employees required to wear tight-fitting facepiece respirators, as listed in **Appendix A**, successfully complete a fit test. Any employee who is voluntarily wearing a tight-fitting respirator will have the option to be fit tested. The 3M FT-10 Qualitative Fit Test Apparatus (Sweet) Protocol will be used based on the respirators being implemented.

Employees will be fit tested with the make, model, and size of respirator that they will actually wear. Employees are provided with several models and sizes of respirators so that they may find an optimal fit.

After the initial test, additional fit testing will be completed:

- Annually;
- When there are changes in the employee's physical condition that could affect respiratory fit (e.g., obvious change in body weight, facial scarring, dental work, facial surgery, etc.). Changes can be reported by employee or visually observed by practicing licensed health care provider, supervisor or Safety Director;
- When a different respirator is to be used, including facepiece; or
- If employee reports respirator fit is unacceptable.

Each employee's fit test will be recorded and maintained by the Safety Director using the form in **Appendix D**.

**Respirator Use.** Employees or workers wearing respirators shall:

- Not use the respirator in a manner for which it is not certified by NIOSH or by its manufacturer.

- Conduct user seal checks each time they wear their tight-fitting respirator using either the checks listed below or the manufacturer’s seal checks:
  - *Positive pressure check.* Close off the exhalation valve and exhale gently into the facepiece. The face fit is considered satisfactory if a slight positive pressure can be built up inside the facepiece without any evidence of outward leakage of air at the seal. For most respirators, this method of leak testing requires the wearer to first remove the exhalation valve cover before closing off the exhalation valve, then carefully replace it after the test.
  - *Negative pressure check.* Close off the inlet opening of the canister or cartridge(s) by covering with the palm of the hand(s) or by replacing the filter seal(s), inhale gently so that the facepiece collapses slightly and hold the breath for ten seconds. If the facepiece remains in its slightly collapsed condition and no inward leakage of air is detected, the tightness of the respirator is considered satisfactory. Sometimes the design of the inlet opening of some cartridges cannot be effectively covered with the palm of the hand. In these cases, the test can be performed by covering the inlet opening of the cartridge with a thin latex or nitrile glove.
- Leave the work area to go to the job trailer to maintain their respirator for the following reasons:
  - To clean their respirator;
  - If the respirator is impeding their ability to work;
  - To change filters or cartridges, or replace parts; or
  - To inspect the respirator if it stops functioning as intended.
- Not wear tight-fitting respirators if they have any condition, such as facial scars, facial hair or missing dentures, that prevents them from achieving a good seal.
- Not wear headphones, jewelry or other articles that may interfere with the facepiece-to-face seal.

Employees are permitted to leave their work area and go to job trailer when they need to wash their face and respirator facepiece to prevent eye or skin irritation, or to replace the filter, cartridge or canister, or when they detect vapor or gas breakthrough or leakage in the facepiece or detect any other damage to the respirator or its components. Employees should notify their supervisor before leaving the area.

**Emergency Procedures.** The malfunctioning of the respirator itself can result in an emergency situation. The following emergency procedure for respirator malfunction will be followed:

- Air-Purifying Respirator (APR) Malfunction. For any malfunction of an APR (e.g., breakthrough, facepiece leakage or improperly working valve), the respirator wearer must inform his or her supervisor that the respirator no longer functions and go to the designated safe area to maintain the respirator. The supervisor must ensure that the employee receives the needed parts to repair the respirator, or is provided with a new respirator.

## Cleaning, Maintenance, Storage and Change Schedules

**Cleaning.** Respirators are to be regularly cleaned and disinfected at the designated respirator cleaning station, located at Omaha Corporate Office and Kentucky branch. Respirators issued for the exclusive use of an employee are to be cleaned as often as necessary, but at least once a day for workers at a worksite that requires the continuous use every day. Respirators used in fit testing and training are cleaned and disinfected after each use.

The following procedures are to be used when cleaning and disinfecting respirators:

- Disassemble respirator, removing any filters, canisters or cartridges;
- Wash the facepiece and associated parts with warm water and the detergent supplied at the cleaning station. Do not use organic solvents;
- Rinse completely in clean warm water;
- Wipe the respirator with disinfectant wipes or solution to kill germs;
- Air dry in a clean area;
- Reassemble the respirator and replace any defective parts;
- Test the respirator to ensure that all components work properly; and
- Place in a clean, dry plastic bag or other airtight container.

The Safety Director will ensure an adequate supply of appropriate cleaning and disinfecting materials are at the cleaning station. If supplies are low, employees should contact their supervisor, who will inform the Safety Director.

**Maintenance.** Respirators are to be properly maintained at all times to ensure that they function properly and adequately protect the employee. Maintenance involves a thorough visual inspection for cleanliness and defects before each use and during cleaning. Worn or deteriorated parts will be replaced prior to use. No components will be replaced or repairs made beyond those recommended by the manufacturer.

The following items should be checked when inspecting respirators:

- Respirator function;
- Tightness of connections;
- Elastomeric parts: pliability and signs of deterioration;
- Facepiece: cracks, tears or holes;
- Facemask distortion;
- Cracked or loose lenses/face shield;
- Valves: Residue or dirt;
- Cracks or tears in valve material;
- Head straps: breaks, tears or broken buckles; and
- Filters/Cartridges: approval designation intact, gasket cracks or dents in housing.

Respirators that are defective or have defective parts must be taken out of service immediately. If, during an inspection, an employee discovers a defect in a respirator, he/she is to bring the defect to the attention of his or her supervisor. **NO EMPLOYEE SHALL WEAR A DEFECTIVE RESPIRATOR.** Supervisors will give all defective respirators to the Safety Director. The Safety Director will decide whether to:

- Temporarily take the respirator out of service until it can be repaired;
- Perform a simple fix; or
- Dispose of the respirator due to an irreparable problem or defect.

When a respirator is taken out of service, the respirator will be tagged out of service, and the employee will be given a replacement of the same make, model and size. If the employee is not given a replacement of the same make, model and size, then the employee must be fit tested.

**Storage.** Respirators must be stored in a clean, dry area in accordance with the manufacturer's recommendations and/or in such a fashion as to protect it from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture and deformation of the facepiece or exhalation valve.

Each employee will clean and inspect their own respirator in accordance with this program, storing it in a plastic bag with their name on it. Plastic bags are provided by your supervisor or Safety Director.

#### **Training, Program Evaluation, Documentation and Recordkeeping**

**Training.** The Safety Director will provide training to all respirator users and their supervisors on the contents of the Respiratory Protection Program and their responsibilities under it, including appropriate information from OSHA 29 CFR 1910.134, the Respiratory Protection standard. Employees and workers will be trained prior to using a respirator in the workplace. Retraining shall be administered annually, and/or when the following situations occur:

- Changes in the workplace or the type of respirator that render previous training obsolete;
- Inadequacies in the employee's knowledge or use of the respirator indicate that the worker has not retained the requisite understanding or skill; or
- Any other situation arises in which retraining appears necessary to ensure safe respirator use.

As with any employee, supervisors must be trained prior to using a respirator in the workplace. They also should be trained prior to supervising workers who must wear respirators if the supervisors themselves will not use a respirator. Supervisors will provide the basic information on respirators in **Appendix B** of this program to employees who voluntarily wear respirators even though not required to do so by the employer. Supervisors will ensure that each employee can demonstrate knowledge of the following:

- Why the respirator is necessary;
- How improper fit, usage or maintenance can compromise the protective effect of the respirator;
- Limitations and capabilities of the respirator;
- How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions;
- How to inspect, put on and remove, use, and check the seals of the respirator;
- Procedures for maintenance and storage of the respirator;
- How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators; and
- The general requirements of this program and OSHA 29 CFR 1910.134, the Respiratory Protection standard.

An employee's training will be documented and recorded.

**Program Evaluation.** The Safety Director will conduct periodic evaluations of the workplace to ensure that the provisions of this program are being implemented. The evaluations will include regular consultations with employees who use respirators and their supervisors, site inspections, air monitoring and a review of records. At a minimum, the following factors will be considered:

- Respirator fit (including the ability to use the respirator without interfering with effective workplace performance);
- Appropriate respirator selection for the hazards to which the employee is exposed;
- Proper respirator use under the workplace conditions the employee encounters; and
- Proper respirator maintenance.

Problems identified will be noted on an evaluation form included in **Appendix E** and corrected by the Safety Director. These findings will be reported to management, and the report will list plans to correct deficiencies in the respirator program and target dates for implementing those corrections.

**Documentation and Recordkeeping.** A written copy of this program and the OSHA 29 CFR 1910.134 Respiratory Protection standard is kept with the Safety Director office and is available to all employees who wish to review it.

The Safety Director will also maintain copies of the records (except medical records) for all employees covered under the respirator program. Completed medical questionnaires and documented findings that are confidential will remain at the medical facilities where the tests were performed. The company will only retain the physician's written recommendation (a signed medical release) regarding each employee's ability to wear a respirator.

Copies of training and fit test records are also located with the program. These records will be updated as new employees are trained, as existing employees receive refresher training and when new fit tests are conducted.

**Appendix A – Work Processes Requiring Respiratory Protection**

Type of Respirator/Filters/Cartridges	Work Area/Task/Job Type	Conditions of Use
Dust Mask 3M	Various areas at the job site depending on the severity of the dust	Voluntary or Mandatory
Half Mask Respirator 3M 7500	Various areas at the job site depending on the severity of the conditions	Voluntary or Mandatory
Full Face Respirator 3M 6800	SCR Confined Space Area or other areas determined upon conducting a Hazard Assessment	Mandatory
3M 6004 Ammonia/Methylamine Cartridge	SCR Confined Space Area or other areas determined upon conducting a Hazard Assessment	Mandatory
3M 2081 P100	Various areas at the job site depending on the severity of the conditions	Mandatory

## Appendix B – Hazard Assessment

Meylan's Safety Director has completed a hazard assessment of all identified respiratory hazards. The table below lists each of the departments, work processes or operations that have respiratory hazards associated with them and the results of the hazard assessment. The data is reviewed annually and updated as needed.

Department	Contaminants	Exposure Level (8-hour TWA Results)	Occupational Exposure Limit (OSHA PEL, ACGIH TLV, NIOSH REL, etc.)	Controls in Place and PPE Used
SCR Confined Space Area	Possible contaminated air	N/A	<N/A>	Full Face Respirator
Precip Area	Possible dust spill	N/A	N/A	Dust Mask

**Appendix C – Medical Evaluation Questionnaire and Medical Release**

**To the employer:** A medical examination is not required for questions in Part A, Section 1 or for question 9 in Part A, Section 2.

**To the employee:** To maintain your confidentiality, Meylan will not look at or review your answers, and will tell you how to deliver or send this questionnaire directly to the health care professional who will review it.

---

**Part A – Section 1 (Required)**

The following information must be provided by every employee who is required to use any type of respirator.

*Please print.*

1. Today's date \_\_\_\_\_
2. Your name \_\_\_\_\_
3. Your age (to nearest year) \_\_\_\_\_
4. Sex (circle one)    Male / Female
5. Height \_\_\_\_\_ ft    \_\_\_\_\_ in
6. Weight \_\_\_\_\_ lbs
7. Job title \_\_\_\_\_
8. Phone number (including area code) where you can be reached (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_
9.     What is the best time to call you at this number? \_\_\_\_\_
10. Has your employer told you how to contact the health care professional who will review this questionnaire? (circle one)    Yes / No
11. Check which type of respirator you will use (you can check more than one category).  
      \_\_\_\_\_ **N, R, or P** disposable respirator—also known as dust mask, filtering facepiece or a filter-mask  
              (non-cartridge type only)  
  
      \_\_\_\_\_ **Other type**—half- or full-facepiece type, powered-air purifying, supplied-air, or self-contained breathing apparatus
12. Have you worn a respirator before? (circle one)    Yes/No

Please circle Yes or No

1. Do you *currently* smoke tobacco, or have you smoked tobacco in the last month? Yes / No

2. Have you *ever* had any of the following conditions?

- |  |          |
|--|----------|
| a. Seizures  | Yes / No |
| b. Diabetes  | Yes / No |
| c. Allergic reactions that interfere with your breathing | Yes / No |
| d. Claustrophobia (fear of closed-in places)             | Yes / No |
| e. Trouble smelling odors                                | Yes / No |

3. Have you *ever* had any of the following pulmonary or lung problems?

- |                                    |          |
|------------------------------------|----------|
| a. Asbestosis                      | Yes / No |
| b. Asthma                          | Yes / No |
| c. Chronic bronchitis              | Yes / No |
| d. Emphysema                       | Yes / No |
| e. Pneumonia                       | Yes / No |
| f. Tuberculosis                    | Yes / No |
| g. Silicosis                       | Yes / No |
| h. Pneumothorax (collapsed lung)   | Yes / No |
| i. Lung cancer                     | Yes / No |
| j. Broken ribs                     | Yes / No |
| k. Any chest injuries or surgeries | Yes / No |
| l. Any other lung problems         | Yes / No |

4. Do you *currently* have any of the following symptoms of pulmonary or lung illness?

- |   |          |
|---|----------|
| a. Shortness of breath  | Yes / No |
| b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline | Yes / No |
| c. Shortness of breath when walking with other people at an ordinary pace on level ground       | Yes / No |
| d. Have to stop for breath when walking at your own pace on level ground                        | Yes / No |
| e. Shortness of breath when washing or dressing yourself  | Yes / No |
| f. Shortness of breath that interferes with your job  | Yes / No |
| g. Coughing that produces phlegm (thick sputum or mucous)                                       | Yes / No |
| h. Coughing that wakes you early in the morning   | Yes / No |

- i. Coughing that occurs mostly when you are lying down  
Yes / No
- j. Coughing up blood in the last month  
Yes / No
- k. Wheezing  
Yes / No
- l. Wheezing that interferes with your job  
Yes / No
- m. Chest pain when you breathe deeply  
Yes / No
- n. Any other symptoms that you think may be related to lung problems  
Yes / No

5. Have you ever had any of the following cardiovascular or heart problems?

- a. Heart attack  
Yes / No
- b. Stroke  
Yes / No
- c. Angina  
Yes / No
- d. Heart failure  
Yes / No
- e. Swelling in your legs or feet (not caused by walking)  
Yes / No
- f. Heart arrhythmia (heart beating irregularly)  
Yes / No
- g. High blood pressure  
Yes / No
- h. Any other heart problem  
Yes / No

6. Have you ever had any of the following cardiovascular or heart symptoms?

- a. Frequent pain or tightness in your chest  
Yes / No
- b. Pain or tightness in your chest during physical activity  
Yes / No
- c. Pain or tightness in your chest that interferes with your job  
Yes / No
- d. In the past two years, have you noticed your heart skipping or missing a beat  
Yes / No
- e. Heartburn or indigestion that is not related to eating  
Yes / No
- f. Any other symptoms that you think may be related to heart or circulation problems  
Yes / No

7. Do you currently take medication for any of the following problems?

- a. Breathing or lung problems  
Yes / No
- b. Heart trouble  
Yes / No
- c. Blood pressure  
Yes / No
- d. Seizures  
Yes / No

8. Have you used a respirator before?  
Yes / No

If YES, have you ever had any of the following problems?

- a. Eye irritation Yes / No
- b. Skin allergies or rashes Yes / No
- c. Anxiety Yes / No
- d. General weakness or fatigue Yes / No
- e. Any other problem that interferes with your use of a respirator Yes / No

9. Would you like to talk to the health care professional reviewing this questionnaire about your answers? Yes / No

**Part A – Section 3 (May be required depending on respirator type)**

The following information questions are **required** for every employee who has been selected to use either a full-facepiece respirator or a self-contained breathing apparatus (SCBA). These questions are **optional** for employees who will use other types of respirators.

*Please circle Yes or No*

1. Have you *ever* lost vision in either eye (temporarily or permanently)? Yes / No

2. Do you *currently* have any of the following vision problems?

- a. Wear contact lenses Yes / No
- b. Wear glasses Yes / No
- c. Color blind Yes / No
- d. Any other eye or vision problem Yes / No

3. Have you *ever* had an injury to your ears, including a broken ear drum? Yes / No

4. Do you *currently* have any of the following hearing problems?

- a. Difficulty hearing Yes / No
- b. Wear a hearing aid Yes / No
- c. Any other hearing or ear problem Yes / No

5. Have you *ever had* a back injury? Yes / No

6. Do you *currently* have any of the following musculoskeletal problems?

- a. Weakness in any of your arms, hands, legs, or feet Yes / No
- b. Back pain Yes / No
- c. Difficulty fully moving your arms and legs Yes / No
- d. Pain or stiffness when you lean forward or backward at the waist Yes / No
- e. Difficulty fully moving your head up or down Yes / No
- f. Difficulty fully moving your head side to side Yes / No
- g. Difficulty bending at your knees Yes / No

- h. Difficulty squatting to the ground Yes / No
- i. Difficulty climbing a flight of stairs or a ladder carrying more than 25 lbs Yes / No
- j. Any other muscle or skeletal problem that interferes with using a respirator Yes / No

**Part B – Employment Questions (Required)**

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen? Yes / No

If YES, do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions? Yes / No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (gases, fumes or dust), or have you come into skin contact with hazardous chemicals? Yes / No

If YES, name the chemicals if you know them: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Have you ever worked with any of the materials, or under any of the conditions, listed below?

- a. Asbestos Yes / No
- b. Silica (e.g., in sandblasting) Yes / No
- c. Tungsten/cobalt (e.g., grinding or welding this material) Yes / No
- d. Beryllium Yes / No
- e. Aluminum Yes / No
- f. Coal (for example, mining) Yes / No
- g. Iron Yes / No
- h. Tin Yes / No
- i. Dusty environments Yes / No
- j. Any other hazardous exposures Yes / No

If YES, describe these exposures: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. List any second jobs or side businesses you have: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. List your previous occupations: \_\_\_\_\_  
 \_\_\_\_\_

6. List your current and previous hobbies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Have you been in the military services? Yes / No  
If YES, were you exposed to biological or chemical agents (either in training or combat)?

Yes / No  
8. Have you ever worked on a HAZMAT team? Yes / No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications)? Yes / No

If YES, name the medications if you know them: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Will you be using any of the following items with your respirator(s)?

- a. HEPA Filters Yes / No
- b. Canisters (for example, gas masks) Yes / No
- c. Cartridges Yes / No

11. How often are you expected to use the respirator(s)?

- a. Escape only (no rescue) Yes / No
- b. Emergency rescue only Yes / No
- c. Less than 5 hours *per week* Yes / No
- d. Less than 2 hours *per day* Yes / No
- e. 2 to 4 hours per day Yes / No
- f. Over 4 hours per day Yes / No

12. During the period you are using the respirator, how would you describe your work effort?

a. *Light* (less than 200 kcal per hour): Yes / No

If YES, how long does this period last during the average shift? \_\_\_\_\_ hrs.  
\_\_\_\_\_ mins

*Examples of a light work effort are sitting while writing, typing, drafting or performing light assembly work; or standing while operating a drill press (1-3 lbs) or controlling machines.*

b. *Moderate* (200 to 350 kcal per hour) Yes / No

If YES, how long does this period last during the average shift?

\_\_\_\_\_ hrs \_\_\_\_\_ mins

*Examples of moderate work effort are sitting while nailing or filing; driving a truck or bus in urban traffic; standing while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; walking on a level surface about 2 mph or down a 5-degree grade about 3 mph; or pushing a wheelbarrow with a heavy load (about 100 lbs.) on a level surface.*

c. Heavy (above 350 kcal per hour)

Yes / No

If YES, how long does this period last during the average shift?

\_\_\_\_\_ hrs \_\_\_\_\_ mins

*Examples of heavy work are lifting a heavy load (about 50 lbs) from the floor to your waist or shoulder; working on a loading dock; shoveling; standing while bricklaying or chipping castings; walking up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs).*

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using your respirator? Yes / No

If YES, describe this protective clothing and/or equipment: \_\_\_\_\_

14. Will you be working under hot conditions (temperature exceeding 77 degrees F)? Yes / No

15. Will you be working under humid conditions? Yes / No

16. Describe the work you'll be doing while you're using your respirator(s): \_\_\_\_\_

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases): \_\_\_\_\_

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

Substance #1 – Name \_\_\_\_\_

Estimated maximum exposure level per shift \_\_\_\_\_

Duration of exposure per shift \_\_\_\_\_

Substance #2 – Name \_\_\_\_\_

Estimated maximum exposure level per shift \_\_\_\_\_

Duration of exposure per shift \_\_\_\_\_

Substance #3 – Name \_\_\_\_\_

Estimated maximum exposure level per shift \_\_\_\_\_

Duration of exposure per shift \_\_\_\_\_

List any other toxic substances you'll be exposed to while using your respirator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue or security): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Medical Release

**Information provided to the physician:**

Employee name \_\_\_\_\_

Date \_\_\_\_\_

Job \_\_\_\_\_

Work location \_\_\_\_\_

Type and weight of respirator \_\_\_\_\_

To be used under the following conditions:

- *Duration and frequency of use* \_\_\_\_\_
- *Expected physical effort* \_\_\_\_\_
- *Additional protective clothing and equipment* \_\_\_\_\_
- *Environmental temperature and humidity extremes* \_\_\_\_\_

Air contaminants and concentration levels employee may be exposed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated frequency of cartridge/filter replacement \_\_\_\_\_

**Medical Evaluation: Physician Release**

Is employee medically able to use the respirator?

Yes / No

List any limitations on respirator use \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is a follow-up medical evaluation required? Yes / No

If YES, list date of evaluation \_\_\_\_\_

Employee has been given a copy of this recommendation Yes / No

Signature of Physician or Other Licensed Health Care Provider

Date

**Appendix D – Respirator Fit Test Record**

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**Respirator Fit Test Record**

Name: \_\_\_\_\_ Initials: \_\_\_\_\_

Type of qualitative/quantitative fit test used: \_\_\_\_\_

Name of test operator: \_\_\_\_\_ Initials: \_\_\_\_\_

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

**Respirator Mfr./Model/Approval No.**      **Size**      **Pass/Fail**      **or**      **Fit Factor**  
*Note: "Fit factor" is the numerical result of quantitative fit test from instrument reading*

- 1. \_\_\_\_\_      S M L      P / F      or      \_\_\_\_\_
- 2. \_\_\_\_\_      S M L      P / F      or      \_\_\_\_\_
- 3. \_\_\_\_\_      S M L      P / F      or      \_\_\_\_\_
- 4. \_\_\_\_\_      S M L      P / F      or      \_\_\_\_\_

Clean Shaven?    Yes\_\_\_ No\_\_\_ (Fit-test cannot be done unless clean-shaven)

Medical Evaluation Completed?    Yes\_\_\_ No\_\_\_      Clearance?    Yes\_\_\_ No\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This record indicates that you have passed or failed a qualitative or quantitative fit test, as shown above, for the particular respirator(s) shown. Other types will not be used until fit tested.

## Appendix E – Respiratory Protection Program Evaluation

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### Respiratory Protection Program Evaluation

Evaluator Name: \_\_\_\_\_

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

Names of employees consulted during the evaluation:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Problems Identified	Corrective Action

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **MEYLAN ENTERPRISES, INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPRING 2020 OUTAGE*; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Meylan Enterprises, Inc.'s bid signed and dated January 6, 2020.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **One Hundred Six Thousand Six Hundred Fifty-Two and 91/100 Dollars (\$106,652.91)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II;

payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

	Air Heater Wash <small>(Firm fixed pricing)</small>	Vacuum Services <small>(Lump sum-T&amp;M)</small>	Hydro-blast Services <small>(Lump sum-T&amp;M)</small>
Material	\$ 25,045.00	\$ 12,655.00	\$ 21,510.00
Labor	\$ 7,524.00	\$ 21,534.00	\$ 10,488.00
Adjustment			456.00
Applicable Sales tax*	\$ 2,442.68	\$ 2,564.18	\$ 2,399.85
Adjustment			34.20
Base Bid	\$ 35,011.68	\$ 36,753.18	\$ 34,888.05
Total	\$ 106,652.91		

Contractor Tax Option 2. The State of Nebraska Department of Revenue has determined that building cleaning and maintenance services are taxable on both materials and labor.

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

**ARTICLE IV.** The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Invoices can be presented hard copy or via email to [billing@giud.com](mailto:billing@giud.com). Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPRING 2020 OUTAGE.

**ARTICLE V.** That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **April 30, 2020**.

**ARTICLE VI.** The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin,

age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

**MEYLAN ENTERPRISES, INC.**

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

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

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

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

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

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

RESOLUTION 2020-19

WHEREAS, the City of Grand Island invited sealed bids for Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station – Spring 2020 Outage, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 7, 2020, bids were received, opened and reviewed; and

WHEREAS, Meylan Enterprises, Inc., of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$106,652.91; and

WHEREAS, the bid of Meylan Enterprises, Inc., is less than the estimate for Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station – Spring 2020 Outage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Meylan Enterprises, Inc., in the amount of \$106,652.91 for Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station – Spring 2020 Outage, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-5

**#2020-20 - Approving Bid Award - Chimney Repairs 2020 at Platte  
Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting Date:** January 28, 2020

**Subject:** Chimney Repairs 2020

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

The chimney at the Platte Generating Station has a heat trace system on the top hood of the chimney to reduce the ice buildup and subsequent hazards of ice shedding from the chimney hood. Some of the heat trace has pulled out of its retaining clips and needs to be reattached. The chimney also underwent a Class 1 inspection in 2019. These inspections are performed on a regular basis by both plant personnel and chimney inspection contractors. The overall condition of the chimney was determined to be excellent, requiring only minor repairs and repainting of upper ladders and platforms, as well as, the support steel for the chimney hood.

The next outage is scheduled for April of this year. Specifications were developed by the plant staff to provide for the reattachment of the Chimney heat trace and to repaint portions of the ladders and platforms.

## Discussion

The specifications for the Chimney Repairs 2020 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 9, 2020. Specifications were sent to six potential bidders and responses were received as listed below. The engineer's estimate for this project was \$250,000.00.

The bids were reviewed by plant management staff. The bid from R & P Industrial Chimney Co. is complete, has no exceptions, is the lowest and best bid and is compliant with specifications.

<u>Bidder</u>	<u>Base Bid Amount</u>
R & P Industrial Chimney Company – Nicholasville, KY	\$116,350.00
Industrial Access, Inc. – Cumming, GA	\$139,450.00
International Chimney Corporation, Buffalo, NY	\$140,915.00
Structural Preservation Systems, LLC – Columbia, MD	\$141,700.00
Gerard Chimney Company – St. Louis, MO	\$249,100.00

## **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 bid of R & P Industrial Chimney Company, of Nicholasville, Kentucky as the low responsive bidder, with a bid in the amount of \$116,350.00.

## **Sample Motion**

Move to approve the bid in the amount of \$116,350.00 from R & P Industrial Chimney Company of Nicholasville, Kentucky, for the Chimney Repairs - 2020.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 9, 2020 at 2:15 p.m.  
**FOR:** Chimney Repairs 2020  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$250,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** December 12, 2019  
**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<u>R &amp; P Industrial Chimney Co.</u> Nicholasville, KY	<u>Gerard Chimney Company</u> St. Louis, MO
<b>Bid Security:</b>	Merchants Bonding Co.	Fidelity & Deposit Company
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>		
<b>Material:</b>	\$ 3,500.00	\$ 45,775.00
<b>Labor:</b>	\$112,850.00	\$185,950.00
<b>Sales Tax:</b>	<u>N/A</u>	<u>\$ 17,375.00</u>
<b>Total Bid:</b>	<u>\$116,350.00</u>	<u>\$249,100.00</u>

<b>Bidder:</b>	<u>Industrial Access, Inc.</u> Cumming, GA	<u>Structural Preservation Systems, LLC</u> Columbia, MD
<b>Bid Security:</b>	Argonaut Insurance Co.	Fidelity & Deposit Company
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Material:</b>	\$ 24,293.00	\$ 4,692.00
<b>Labor:</b>	\$106,939.00	\$136,656.10
<b>Sales Tax:</b>	<u>\$ 8,218.00</u>	<u>\$ 351.90</u>
<b>Total Bid:</b>	<u>\$139,450.00</u>	<u>\$141,700.00</u>

**Bidder:** International Chimney Corporation  
Buffalo, NY  
**Bid Security:** Federal Insurance Company  
**Exceptions:** None

**Bid Price:**  
**Material:** \$ 24,990.00  
**Labor:** \$114,380.00  
**Sales Tax:** \$ 1,545.00  
**Total Bid:** \$140,915.00

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utility Secretary

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Darrell Dorsey, PGS Plant Supt.

**P2171**



Working Together for a  
Better Tomorrow. Today.

## BID SPECIFICATION PACKAGE

for

## CHIMNEY REPAIRS 2020

### C 128315

Bid Opening Date/Time

Thursday, January 9<sup>th</sup>, 2020 at 2:15 p.m. (local time)  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968

Contact Information

Darrell Dorsey  
City of Grand Island – Utilities Department  
Platte Generating Station  
308/385-5496

Date issued: December 12, 2019

**ADVERTISEMENT TO BIDDERS  
FOR  
CHIMNEY REPAIRS 2020  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Chimney Repairs 2020 will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, January 9, 2020 at 2:15 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1<sup>st</sup> floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at [www.grand-island.com](http://www.grand-island.com) under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website [www.QuestCDN.com](http://www.QuestCDN.com) for a fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

*Advertised*



By checking this box, Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

**CHECKLIST FOR BID SUBMISSION**  
**FOR**  
**CHIMNEY REPAIRS 2020**

**Bids must be received by the City Clerk before 2:15 p.m. on Thursday, January 9, 2020.**

The following items must be completed for your bid to be considered.

- Submittal of bid documents:
  - Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
    - Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
  - Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes.
- A reference list of at least three (3) projects of similar scope and complexity.
- A list of subcontractors to be used in the performance of the work.
- Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- If the Contractor proposes alternative methods for consideration by the Owner other than described herein, full and complete descriptions with separate pricing for the optional utilization of such proposed methods. References where the system has successfully been used must be included.
- A proposed milestone schedule of proposed work activities.
- A description of the proposed materials along with supplier data sheets and specifications on all proposed materials.
- Exceptions to the specification or Owner's Contract Document.
- A copy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure.
- Construction water and electrical requirements for on-site project equipment installation.
- Acknowledgment of Addenda Number(s) \_\_\_\_\_.

*Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.*

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

### 3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of thirty (30) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

#### 10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

#### 11. GRATUITIES AND KICKBACKS.

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

#### 12. FISCAL YEAR.

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

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *CHIMNEY REPAIRS 2020*; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** bid signed and dated **[DATE OF BID]**.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$ .00
Sales Tax on Materials/Equipment:	\$ .00
Sales Tax on Labor:	\$ <u>.00</u>
Total	\$ .00

Contractor Tax Option \_\_\_\_\_

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the CHIMNEY REPAIRS 2020.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **May 5, 2020**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 7-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 7-307, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter,

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**[SUCCESSFUL BIDDER]**

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

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

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

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

The Contract is in due form according to law and hereby approved

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

**DRAFT**



*Working Together for a  
Better Tomorrow, Today.*

**REQUEST FOR BIDS - GENERAL SPECIFICATIONS**

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Chimney Repairs 2020”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available 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 link” through QuestCDN. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Thursday, **January 9, 2020 at 2:15 p.m. local time.** to:

Mailing Address: City Clerk  
City Hall  
P. O. Box 1968  
Grand Island, NE 68802-1968

Street Address: City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1<sup>st</sup> floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968  
Phone (308) 385-5496 / FAX (308) 385-5353*

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

**All bids must be on the bid form and must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Darrell Dorsey at 308-385-5495, for questions concerning this specification.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968  
Phone (308) 385-5496 / FAX (308) 385-5353*

## Chimney Repairs 2020

### Detailed Specifications

- I. **Scope:** The Contractor shall provide all materials, labor, equipment, scaffolding and supplies required to install new clips on the Chimney rain hood heat trace, repaint the rain hood support steel and repaint the upper 50' of interior and exterior chimney ladders and platforms.

This contract will be awarded to a single prime Contractor for the full scope of services. The Contractor shall provide a qualified Superintendent who shall be responsible for coordinating all aspects of the specified scope of work, including coordination of all work provided by such subcontractors as may be utilized by the prime Contractor and coordination with other work in progress performed by Platte Generating Station (PGS) and such other contractors as may be on site.

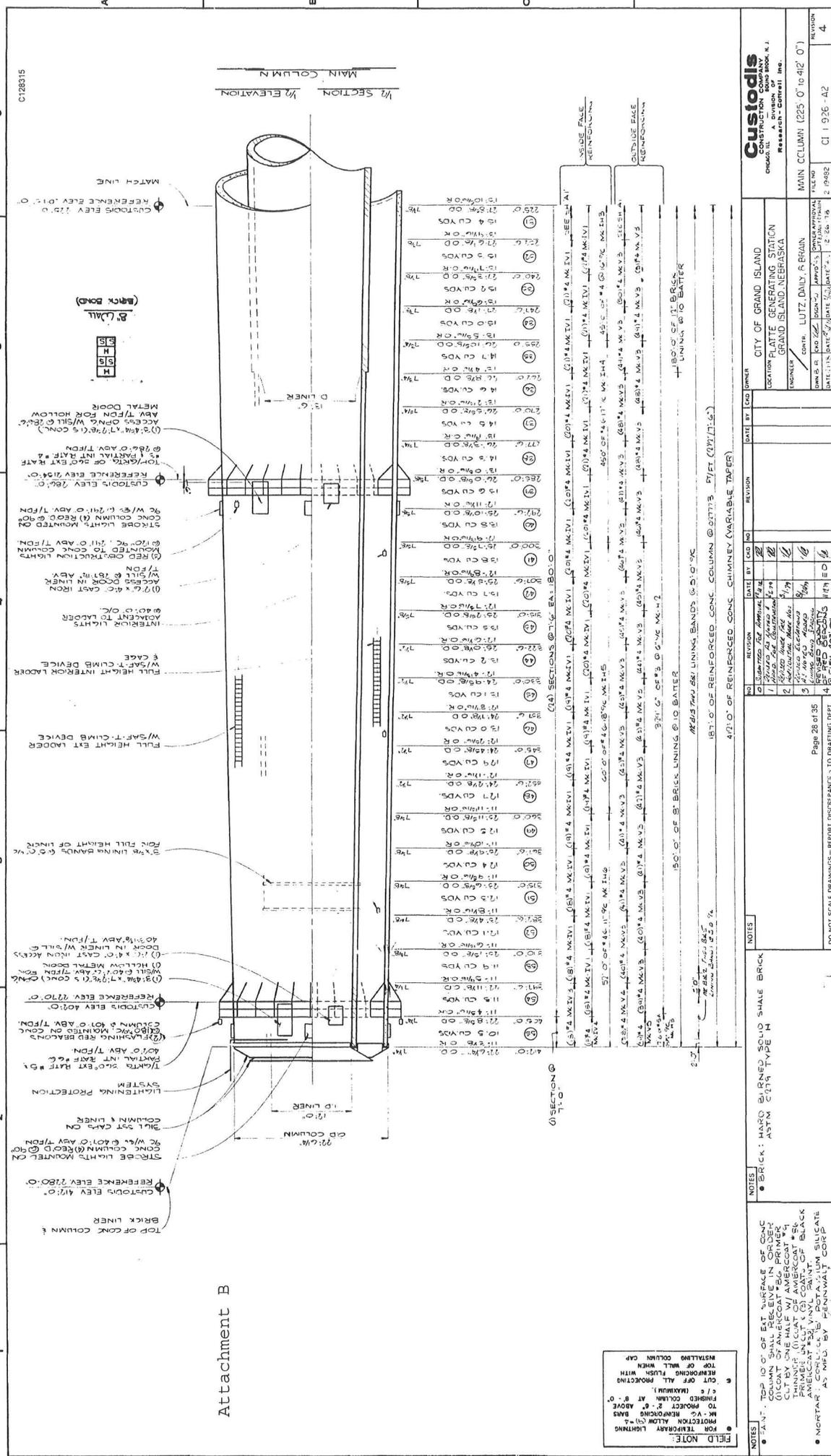
- II. **Plant Description:** The Platte Generating Station is located at 1035 West Wildwood Drive, approximately two miles south of Grand Island, Nebraska. The plant entrance is located two (2) miles south of U.S. Highway 34 and 1 ½ miles east of U.S. Highway 281. The Unit 1 steam generator is a natural circulation, superheat/reheat, pulverized coal-fired boiler manufactured by ABB-CE (CE Contract No. 13477). The steam generator produces 765,000 lb/hr (MCR) of steam at 1000° F and 1800 psi which is delivered to a 100,000 kw steam turbine. In 2014, the plant added environmental controls for mercury removal and reduction of acid gases and particulates, changing the flue gas exit conditions.

- III. **Chimney Description:** The chimney is a 412' tall concrete shell with a 415.5' full height, independent, acid resistant brick liner. There are two full height ladders, one on the exterior and one in the airspace. It is equipped with three 360 degree external platforms at the 170', 285', and 402' elevations. Obstruction lighting, consisting of four strobes and beacon lights, are mounted at the 285' and 402' elevations. It has eight lightning protection points and two down-lead cables. There is a fiberglass rain hood at the top of the chimney column to cover the airspace opening. The chimney is not equipped with an elevator. The dimensions are as follows:

Height	415.5'
Outside Diameter, concrete shell top	22'-6"
Outside Diameter, concrete shell base	38'-11"
Inside Diameter, brick liner top	12'-0"
Inside Diameter, brick liner base	16'-1"
Breeching Inlet, north quadrant, 18' elevation	10' X 25'

\*Refer to Attachments A & B for Original Stack Drawings

The entire chimney underwent a full inspection in 2019 and was found to be in excellent condition.



**Custodis**  
 CHICAGO, ILL. 60606  
 Research - Control Inc.

CITY OF GRAND ISLAND  
 LOCATION: PLATE GENERATING STATION  
 GRAND ISLAND, NEBRASKA

CONTRACT: LUTZ DAILY, R. BRAIN  
 DRAWN BY: [Name] DATE: [Date]  
 CHECKED BY: [Name] DATE: [Date]

NO.	REVISION	DATE	BY	NO.	REVISION	DATE	BY
1	ISSUED FOR APPROVAL	1/24/19	[Name]	1	ISSUED FOR APPROVAL	1/24/19	[Name]
2	ISSUED FOR APPROVAL	1/24/19	[Name]	2	ISSUED FOR APPROVAL	1/24/19	[Name]
3	ISSUED FOR APPROVAL	1/24/19	[Name]	3	ISSUED FOR APPROVAL	1/24/19	[Name]
4	ISSUED FOR APPROVAL	1/24/19	[Name]	4	ISSUED FOR APPROVAL	1/24/19	[Name]

Page 28 of 35  
 DO NOT SCALE DRAWINGS - REPORT DISCREPANCIES TO DRAFTING DEPT.

FIELD NOTE:  
 FOR TEMPORARY LIGHTNING PROTECTION ALONG BARS TO PROJECT 2'-0" ABOVE FINISHED COLUMN AT 8'-0" CUT OFF ALL PROTECTING REINFORCING FLUSH WITH TOP OF BELL NEAR INSTALLING COLUMN CAP

NOTES:  
 1. BRICK: HARD BURNED SOLID SHALE BRICK  
 2. BRICK: ASTM C113 TYPE II  
 3. BRICK: 8" x 8" x 16" (HORIZONTAL)  
 4. BRICK: 8" x 8" x 16" (VERTICAL)  
 5. BRICK: 8" x 8" x 16" (DIAGONAL)  
 6. BRICK: 8" x 8" x 16" (RANDOM)

FOR TEMPORARY LIGHTNING PROTECTION ALONG BARS TO PROJECT 2'-0" ABOVE FINISHED COLUMN AT 8'-0" CUT OFF ALL PROTECTING REINFORCING FLUSH WITH TOP OF BELL NEAR INSTALLING COLUMN CAP

INSTALLING COLUMN CAP FOR TEMPORARY LIGHTNING PROTECTION ALONG BARS TO PROJECT 2'-0" ABOVE FINISHED COLUMN AT 8'-0" CUT OFF ALL PROTECTING REINFORCING FLUSH WITH TOP OF BELL NEAR INSTALLING COLUMN CAP

FOR TEMPORARY LIGHTNING PROTECTION ALONG BARS TO PROJECT 2'-0" ABOVE FINISHED COLUMN AT 8'-0" CUT OFF ALL PROTECTING REINFORCING FLUSH WITH TOP OF BELL NEAR INSTALLING COLUMN CAP

# Custodis-Cottrell

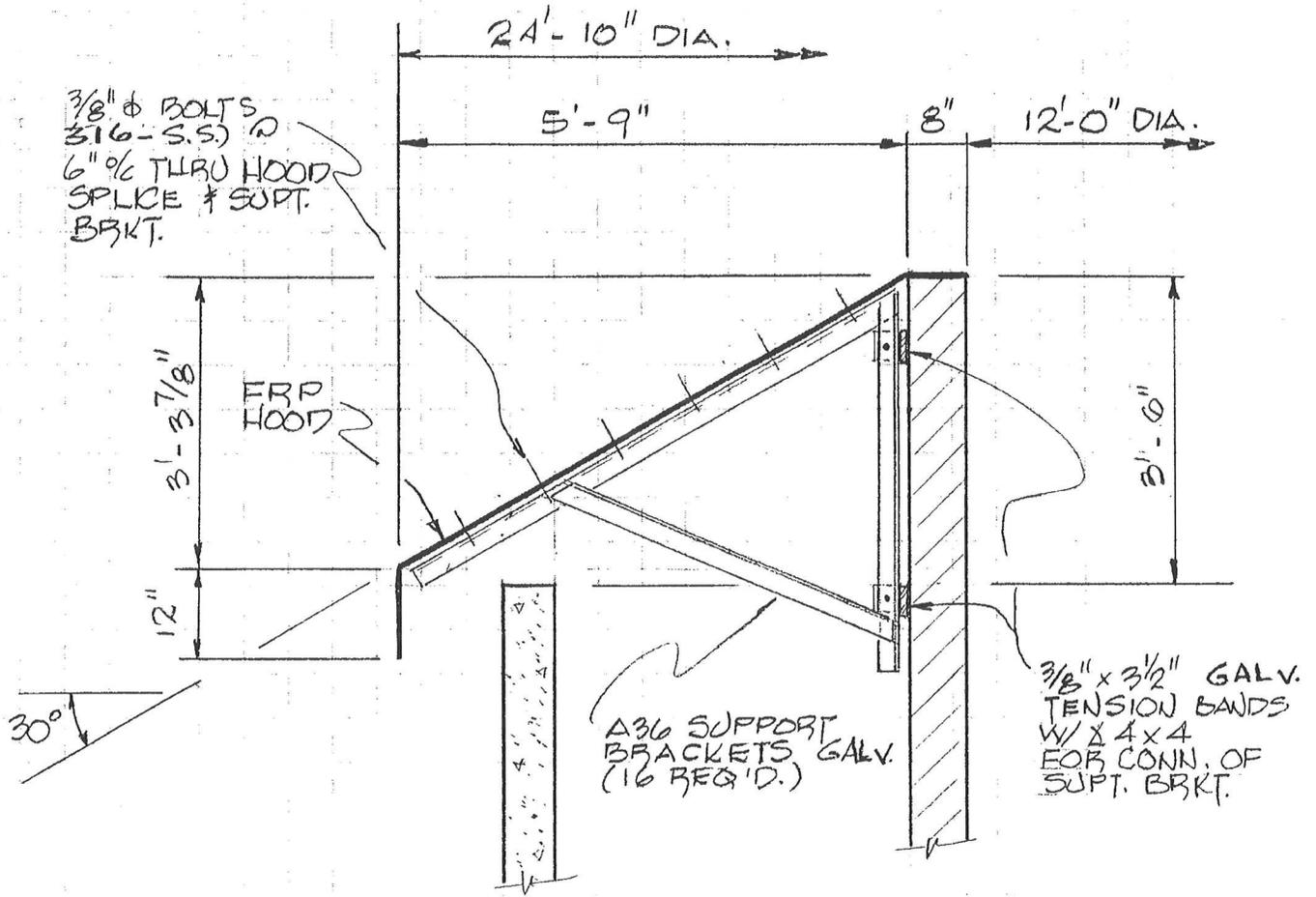
A Research-Cottrell Company

PROJECT CITY OF GRAND ISLAND, NEBRASKA  
CHIMNEY REPAIRS  
 SUBJECT FRP RAIN HOOD

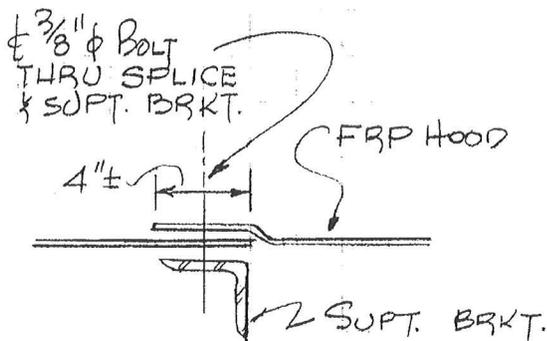
C128315

## Attachment G

FILE#	2-19857	PAGE NO.	1
BY	WS	DATE	7/29/93
CK		REV	



### SECTION THRU RAIN HOOD



### HOOD SPLICE

CC 100 11/84

## Attachment C

DETAILED SPECIFICATIONS

SCOPE. Furnish all material and labor to repair the Platte Generating Station chimney in accordance with the following specifications.

DESCRIPTION. The Platte Generating Station is located at 1035 W. Wildwood Drive, two miles south of Grand Island, Nebraska. The chimney consists of a reinforced concrete shell with a self-supported liner of acid-resistant brick designed and constructed by Custodis Construction Company. The chimney was damaged by high winds and the work will consist of repair of chimney components to the original condition, except as noted. The attached four drawings are for reference only in indicating the scope of the repair work to be performed. The Contractor shall be responsible for determining actual dimensions and materials.

CHIMNEY REPAIR. The following repairs are to be made to the chimney. These are intended to be descriptive and not indicate the work in detail. All materials and labor required for a complete repair shall be furnished by the Contractor.

1. Replace four sections of handrail on Exterior Platform No. 5 (El. 402).
2. Replace grating on three test platforms on Interior Platform No. 2 (El. 170).
3. Replace three sections of grating, brackets, stringers, and handrails on Exterior Platform No. 1 (El. 170).
4. Replace one test probe hoist beam and supports (El. 170).
5. Replace one 3x7 metal door (El. 170).
6. Replace lightning rods and other damaged components of lightning protection system.
7. Install additional brick liner section and new rain hood and supports in accordance with the following specifications.

Rain hood. The Contractor shall install approximately three to four feet of acid resistant brick to the top of the existing liner to accommodate installation of a new rain hood. The new rain hood shall be constructed of sections of fiberglass sloping from the liner down to the external diameter of the concrete shell at approximately 30 degrees and then vertically down for an adequate overhang to prevent rain and fly ash from entering the annulus. The fiberglass shall be supported by steel supports attached to steel bands around the liner. All rain hood sections and support steel bolting shall be stainless steel. The rain hood shall be designed for a minimum wind pressure of 31 psf. The support steel shall be provided with a coating suitable for the service conditions.

EXTRA WORK. The Contractor shall advise the City immediately of repairs required in addition to the above items. Extra work shall be authorized by the City prior to performing the work.

SCHEDULE. The plant is scheduling a maintenance outage from 9:00 am on October 8, 1993 until 12:00 noon on October 14, 1993. Any of the above repairs requiring the chimney to out of service must be completed during this time period. All repair work must be completed by October 29, 1993.

REFERENCES. A list of recent previous projects of similar scope and reference contacts shall be furnished with the Quotation.

INSURANCE. The Contractor shall comply with the attached INSURANCE REQUIREMENTS during the project.

## Attachment D

City of Grand Island  
Platte Generating Station  
Chimney Repairs

Technical ClarificationsA. FRP Rain Hood1. Materials

- (a) Resin - Hetrion 197 with antimony trioxide fire retardant additive.
- (b) Laminate Construction - The Corrosion liner will be on C-veil and two 1.5 oz./sq. ft. chopped strand. The remaining laminate will be alternating layers of 1.5 oz./sq. ft. chopped strand and 24 oz./sq. yd. woven roving.

2. Supports

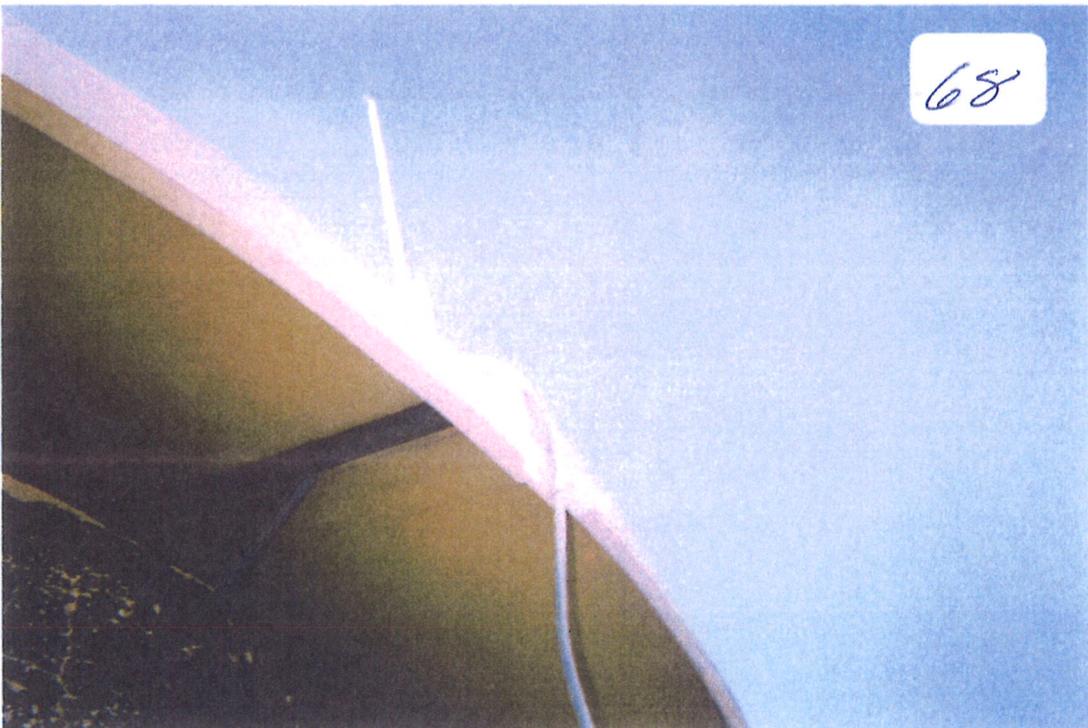
- (a) The support brackets and tension band are A36 galvanized.
- (b) The bolts connecting the FRP to the brackets and the bolts connecting the brackets to the bands are S.S. 316 material.

3. Miscellaneous

- (a) The hood will be fabricated in 16 panels. One panel of the hood will include a 20" square access hatch.



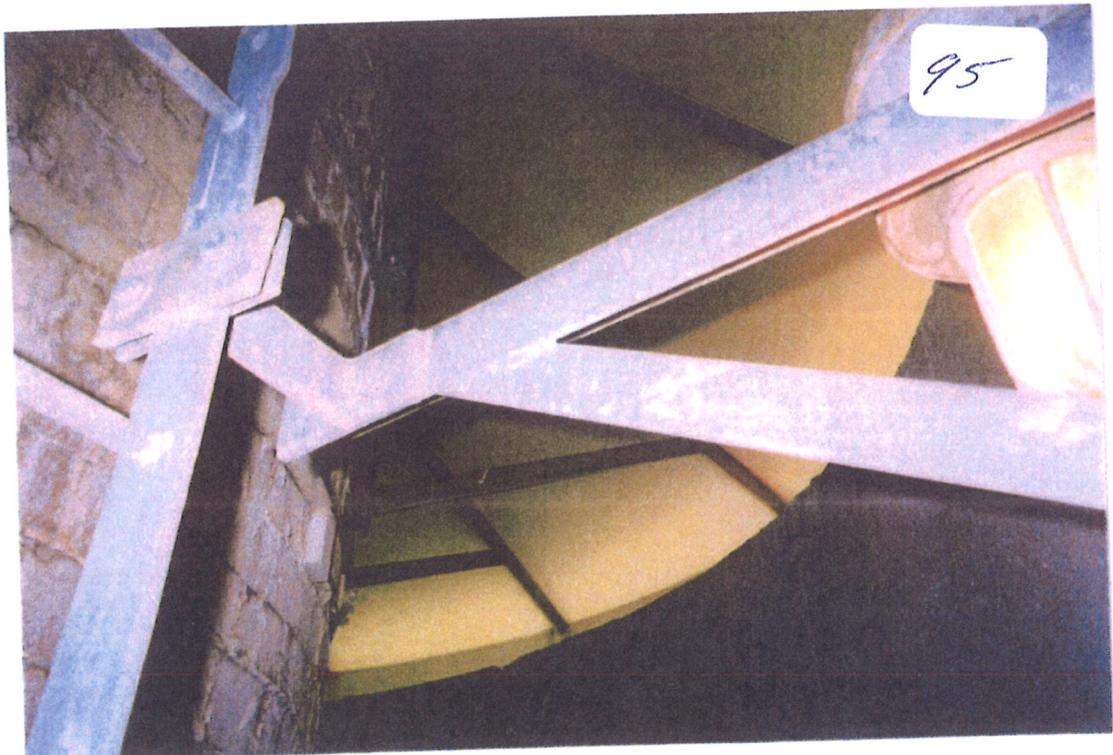
Photograph 67 thru 68 –NOTE: The FRP rain hood and LPS points were found to be in good condition.



Photograph 68



Photograph 94

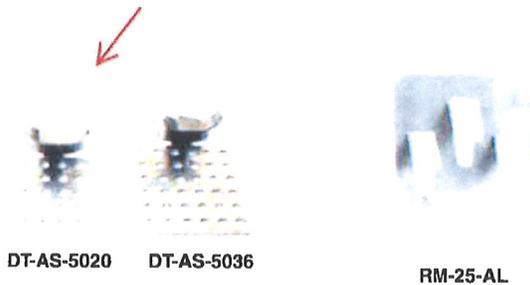


Photograph 95



## DT-AS-50, RM-25-AL CLIPS

### Stock And Specialty Roof Clips



#### DESCRIPTION

The DT-AS-50 and RM-25-AL are stock roof clips for asphalt shingle and metal roofs.

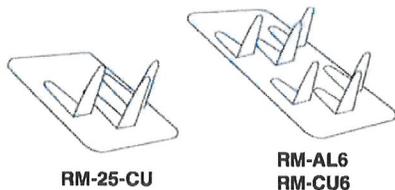
#### STOCK CLIPS

##### DT-AS-5020 AND DT-AS-5036

Aluminum clips for asphalt shingle roofs (package of 50). The 5020 model has 20 holes for adhesive strength while the 5036 is slightly larger with 36 holes for additional adhesive strength. Clips can be installed on asphalt shingle and metal roof materials using SB-190 adhesive

##### RM-25-AL

Aluminum clips for metal roofs (package of 25). Clips can be installed on standing seam metal roofs using SB-190 adhesive (SB-190 cannot be used on copper materials or rubber membrane materials) or VHB pads (VHB pads cannot be used on asphalt shingles or rubber membrane materials).



#### SPECIALTY CLIPS

Specialty clips are available by special order.

##### S5S CLIP & CLAMP

Single run aluminum clip and clamp for attachment to standing seams on metal roofs.



S5S Clip & Clamp

##### RM-25-CU

Single run copper clips for metal roofs (package of 25).

##### RM-AL6 AND RM-CU6

Dual run aluminum or copper clips for metal roofs.

##### RS-STR-CU AND RS-STR-CU6

13.5" hooked copper strap with single and dual run clips for slate or cedar shake shingle. Custom lengths available.

##### RR-STR-CU AND RR-STR-CU6

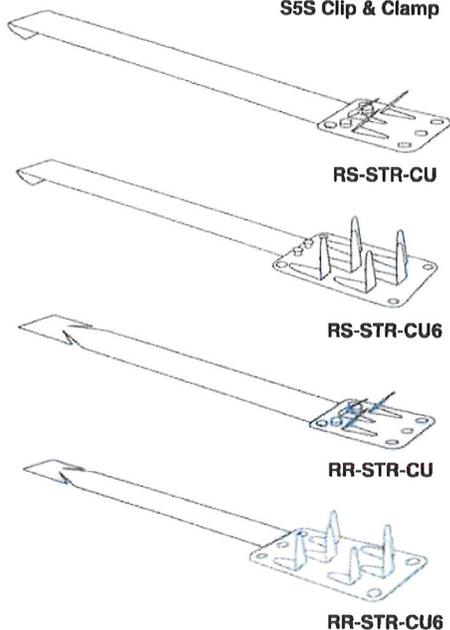
13.5" slotted copper strap with single and dual run clips for slate or cedar shake shingle. Custom lengths available.

#### INSTALLATION

Please refer to adhesive directions for minimum application temperature and duration of adhesive curing time before installing the de-icing cable. Check primer requirements if using VHB pads.

RS and RR clips are mechanically fastened and do not require adhesive.

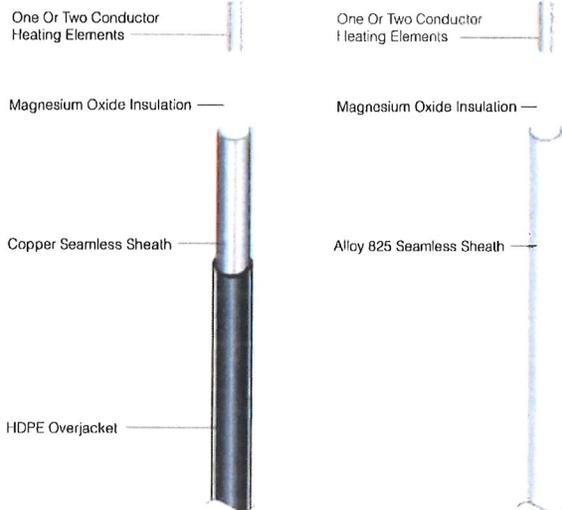
Copper clips are soldered to copper roof materials.





# MINERAL INSULATED (M.I.) ROOF DEICING CABLE ASSEMBLY

One Conductor And Two Conductor



### DESCRIPTION

Mineral insulated (M.I.) cable consists of one or two conductor heating elements embedded in highly compressed magnesium oxide covered by a copper sheath which can be covered by a high density polyethylene (HDPE) overjacket. Application requirements determine resistance size and sheath material.

### TERMINATION CONSTRUCTION

Each Delta-Therm M.I. cable assembly is fully terminated and moisture proof. The end termination consists of a 5' (152cm) thermal gradient section connected to 20' (6m) THWN cold leads. The cold leads are crimped and soldered to the thermal gradient section, insulated with a high-dielectric, high-temperature tape, and epoxy potted in a rigid brass sleeve. The thermal gradient section is silver soldered to the heating element and protected by a rigid brass sleeve packed with magnesium oxide.

### COLD LEADS

The 19-strand THWN wire connects to an electrical circuit. Standard cold lead length is 20' (6m). Leads can be ordered at any length, allowing junction boxes to be placed in remote, dry locations.

### NUMEROUS VOLTAGES

Delta-Therm can design M.I. roof and gutter deicing cable assemblies for any voltage up to 600 volts.

### FLEXIBLE

M.I. cable is annealed (annealing tempers metal and removes brittleness) and easy to form and install. Irregular areas and obstacles are easily accommodated

### ROOF MATERIALS

M.I. cable can be installed on most common roof materials.

### HDPE JACKETING

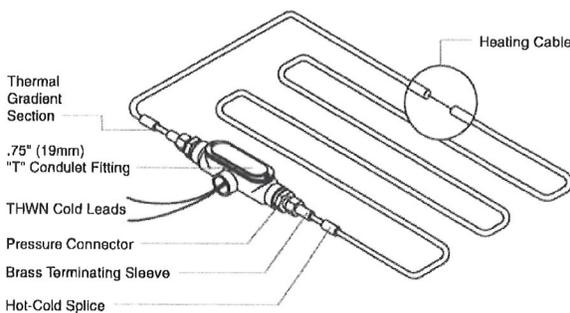
Extruded, high-density polyethylene jacketing adds physical strength and protects against corrosives such as calcium chloride and salt.

### FIRE RESISTANT

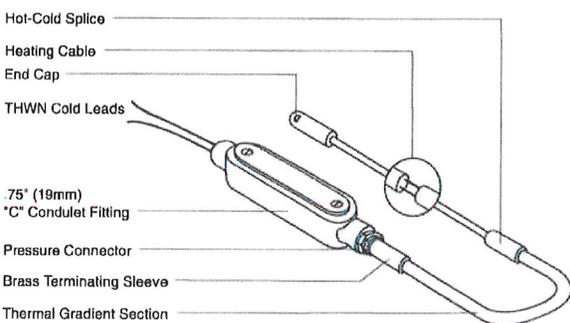
M.I. cable construction will not contribute to or cause an electrical fire

### NO DEGRADATION

Delta-Therm M.I. cable is made of inorganic materials. Degradation of M.I. cable is negligible when compared to cables made of organic materials such as plastic.



Detail 1. One Conductor Cable Assembly.



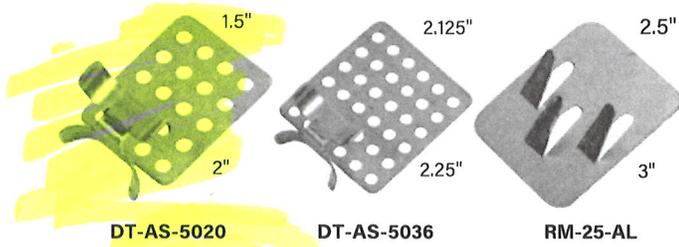
Detail 2. Two Conductor Cable Assembly.

DELTA-THERM Corporation, P.O. Box 345, Wauconda IL, 60084

(847) 526-2407 Fax (847) 526-4456 (800) 526-7887



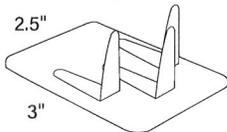
## Stock and Specialty Roof Clips Aluminum and Copper



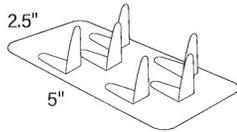
DT-AS-5020

DT-AS-5036

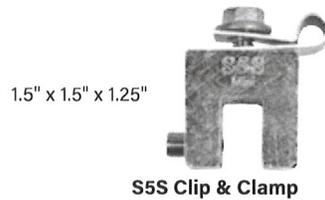
RM-25-AL



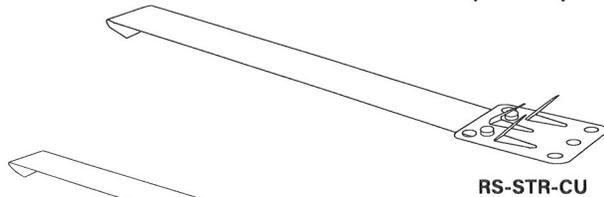
RM-25-CU



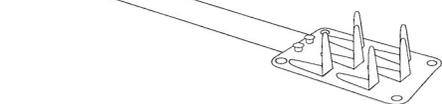
RM-AL6 / RM-CU6



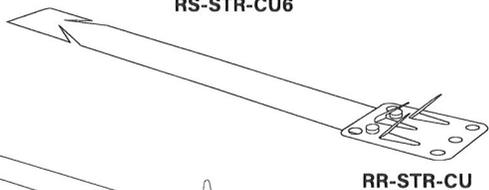
S5S Clip & Clamp



RS-STR-CU



RS-STR-CU6



RR-STR-CU

RR-STR-CU6

### DESCRIPTION

The DT-AS-50 and RM-25-AL are stock roof clips for asphalt shingle and metal roofs.

### STOCK CLIPS

DT-AS-5020 and DT-AS-5036

Aluminum clips for asphalt shingle roofs (package of 50). The 5020 model has 20 holes for adhesive strength while the 5036 is slightly larger with 36 holes for additional adhesive strength. Clips can be installed on asphalt shingle and metal roof materials using SB-190 adhesive

### RM-25-AL

Aluminum clips for metal roofs (package of 25). Clips can be installed on standing seam metal roofs using SB-190 adhesive (SB-190 cannot be used on copper materials or rubber membrane materials) or VHB pads (VHB pads cannot be used on asphalt shingles or rubber membrane materials).

### SPECIALTY CLIPS

Specialty clips are available by special order.

### S5S CLIP & CLAMP

Single run aluminum clip and clamp for attachment to standing seams on metal roofs.

### RM-25-CU

Single run copper clips for metal roofs (package of 25).

### RM-AL6 AND RM-CU6

Dual run aluminum or copper clips for metal roofs.

### RS-STR-CU AND RS-STR-CU6

13.5" hooked copper strap with single and dual run clips for slate or cedar shake shingle. Custom lengths available.

### RR-STR-CU AND RR-STR-CU6

13.5" slotted copper strap with single and dual run clips for slate or cedar shake shingle. Custom lengths available.

### INSTALLATION

Please refer to adhesive directions for minimum application temperature and duration of adhesive curing time before installing the de-icing cable. Check primer requirements if using VHB pads.

RS and RR clips are mechanically fastened and do not require adhesive.

Copper clips are soldered to copper roof materials.

**NOTE:** Do not use DT-AS-50 clips with VHB pads. Do not use SB-190 with copper or rubber membrane materials.



PRODUCT PROFILE

**GENERIC DESCRIPTION** Modified Polyamidoamine Epoxy

**COMMON USAGE** High-build coating with superior wetting for marginally prepared rusty steel and tightly adhering old coatings. Excellent abrasion-, chemical- and corrosion-resistance. Perfect foundation for aliphatic-polyurethanes. NOT FOR IMMERSION SERVICE.

**COLORS** DC74 Off-White, 1243 Metallic Aluminum and more: refer to Tnemec Color Guide.  
**Note:** Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.

**FINISH** Semi-gloss

**PERFORMANCE CRITERIA** Extensive test data available. Contact your Tnemec representative for specific test results.

COATING SYSTEM

**PRIMERS** **Steel:** Self-priming  
**Galvanized Steel and Non-Ferrous Metal:** Self-priming

**TOPCOATS** Series 6, 30, 35, 66, L69, L69F, N69, N69F, V69, V69F, 73, 84, 104, 115, 161, 1028, 1029, 1070, 1071, 1072, 1074, 1074U, 1075, 1075U. **Note:** When topcoating with Endura-Shield polyurethane finish, exterior exposed Series 135 has the following maximum time to recoat: Series 73, 1074/1074U or 1075/1075U, 60 days. Series 1070, 1071 or 1072, 14 days. If these times are exceeded, an epoxy intermediate coat or scarification is required before topcoating. Refer to appropriate topcoat data sheet for additional information.

SURFACE PREPARATION

**STEEL** Abrasive blast cleaning to SSPC-SP6/NACE 3 generally produces the best coating performance. If conditions will not permit this, Series 135 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces.

**GALVANIZED STEEL & NON-FERROUS METAL** Surface preparation recommendations will vary depending on substrate and exposure conditions. Contact your Tnemec representative or Tnemec Technical Services.

**PAINTED SURFACES** Test patch is recommended.

**ALL SURFACES** Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

**VOLUME SOLIDS** 84.0 ± 2.0% (mixed) †

**RECOMMENDED DFT** **Conventional Build:** 4.0 to 6.0 mils (100 to 150 microns) per coat.  
**Hi-Build:** 7.0 to 9.0 mils (180 to 230 microns) per coat.  
**Note:** Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

CURING TIME	Temperature	To Touch	To Handle	To Recoat
	75°F (24°C)	6 hours at 5.0 mils DFT (125 microns)	18 hours	24 hours

**VOLATILE ORGANIC COMPOUNDS** Curing time varies with surface temperature, air movement, humidity and film thickness.  
EPA Method 24 **Unthinned:** 0.72 lbs/gallon (86 grams/litre)  
**Thinned 15% (No. 19 Thinner):** 1.91 lbs/gallon (229 grams/litre)  
**Thinned 15% (No. 18 Thinner):** 2.05 lbs/gallon (246 grams/litre)  
**Thinned 15% (No. 62 Thinner):** 0.72 lbs/gallon (86 grams/litre) †

**HAPS** **Unthinned:** 1.29 lbs/gal solids  
**Thinned 15% (No. 19 Thinner):** 2.54 lbs/gal solids  
**Thinned 15% (No. 18 Thinner):** 1.29 lbs/gal solids

**THEORETICAL COVERAGE** 1,347 mil sq ft/gal (33.1 m<sup>2</sup>/L at 25 microns). See APPLICATION for coverage rates. †

**NUMBER OF COMPONENTS** Two: Part A and Part B

**MIXING RATIO** By volume: Four (Part A) to one (Part B)

**PACKAGING** Five-Gallon Kit: Consists of four gallons of Part A in a five-gallon pail and one gallon of Part B in a one-gallon can. When mixed, yields five gallons (18.9L).  
One-Gallon Kit: Consists of a partially filled one-gallon can of Part A and a partially filled one-quart can of Part B. When mixed, yields one gallon (3.79L).

**NET WEIGHT PER GALLON** Series 135: 12.30 ± 0.25 lbs (5.58 ± .11 kg) (mixed)  
135-1243: 11.52 ± 0.25 lbs (5.23 ± .11 kg) (mixed) †

**STORAGE TEMPERATURE** Minimum 20°F (-7°C) Maximum 120°F (49°C)

**TEMPERATURE RESISTANCE** (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

**SHELF LIFE** 24 months at recommended storage temperature.

**FLASH POINT - SETA** Part A: 75°F (25°C) Part B: 201°F (94°C)

**HEALTH & SAFETY** Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

# CHEMBUILD® | SERIES 135

## APPLICATION

**COVERAGE RATES**

**Conventional Build (Spray, Brush or Roller)**

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	5.0 (125)	6.0 (150)	269 (25.0)
Minimum	4.0 (100)	5.0 (125)	337 (31.3)
Maximum	6.0 (150)	7.0 (180)	224 (20.8)

**High-Build (Spray Only)**

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	8.0 (205)	9.5 (240)	168 (15.6)
Minimum	7.0 (180)	8.5 (215)	192 (17.8)
Maximum	9.0 (230)	11.0 (280)	150 (13.9)

**Note:** Can be spray applied at 7.0 to 9.0 mils (180 to 230 microns) DFT per coat when extra protection or the elimination of a coat is desired. Can be sprayed at 4.0 to 6.0 mils (100 to 150 microns) DFT per coat for use in systems requiring a conventional build. Brush or roller will normally achieve the 4.0 mil (100 microns) minimum for conventional build application. However, under certain conditions some colors may require two coats to achieve suggested film thickness. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

**MIXING**

Power mix contents of each container, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components must be above 50°F (10°C) prior to mixing. For application to surfaces between 50°F to 60°F (10°C to 16°C), allow mixed material to stand thirty (30) minutes and restir before using. For optimum application properties, blended components should be above 60°F (16°C).

**THINNING**

For air or airless spray, thin 10% to 15% or 3/4 pint to 1 1/4 pints (380 to 570 mL) per gallon with No. 19 or No. 62 Thinner. For brush or roller, thin 10% to 15% or 3/4 pint to 1 1/4 pints (380 to 570 mL) per gallon with No. 18 or No. 62 Thinner.

**POT LIFE**

8 hours at 50°F (10°C) 4 hours at 77°F (25°C) 2 hours at 100°F (38°C)

**APPLICATION EQUIPMENT**

**Air Spray**

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E .070"	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	70-90 psi (4.8-6.2 bar)	20-30 psi (1.4-2.1 bar)

Low temperatures or longer hoses require higher pot pressure.

**Airless Spray**

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.017"-0.021" (430-535 microns)	3000-4200 psi (207-290 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

**Note:** Series 135-1243 must be applied by brush or roller to achieve aluminum appearance. For spray application, contact your Tnemec representative.

**Roller:** Use 3/8" or 1/2" (9.5 mm or 12.7 mm) synthetic woven nap covers.

**Brush:** Use high quality natural or synthetic bristle brushes.

**SURFACE TEMPERATURE**

Minimum 50°F (10°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. **Note:** Amine blush may develop during cure if the surface temperature drops below the minimum, particularly under high humidity. Blush must be removed prior to topcoating; contact your Tnemec representative.

**CLEANUP**

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

**WARRANTY & LIMITATION OF SELLER'S LIABILITY:** Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com

- IV. **Existing Rain Hood:** The original liner caps which were damaged by high winds, were removed and a new FRP rain hood installed on the chimney in 1993. The Attachments show the new FRP rain hood.

That project involved installing an additional 3.5 feet of acid resistant brick to the top of the existing liner, installing galvanized 3"x3"x3/8" A36 steel supports attached with 3/8"x3.5" steel bands installed around the liner, 3/8" 316 SS bolting for installation of the new fiberglass rain hood and reinstallation of the lightening protection system.

The new hood was fabricated in 16 panels, of Hetron 197 resin with antimony trioxide fire retardant in a laminate construction consisting of alternating layers chopped strand and woven roving. The hood was designed for a minimum wind pressure of 31 psf. One 24" diameter flat manway cover was provided as seen in the Drone Photo DigitalSky-9. Refer also to Attachments for the specification and technical clarifications on the existing rain hood.

**Rain Hood Icing Conditions:** In the fall of 2014, the station put a new scrubber into service that changed the general stack outlet conditions to a lower sulfur, lower temperature and higher moisture flue gas, creating more severe icing on the rain hood. The plant therefor installed a heat trace system on the rain hood, held in place by clips that were epoxied to the rain hood.

- V. **Project Goals and Requirements:** Photos in the Attachments show the current condition of the heat trace. There are 16 hood panels with 40 heat trace loops. Most of the upper clips and many of the middle clips have pulled loose from the hood. The cables shall be laid back down in place with new clips which shall be attached to the hood by hand-layed fiber glass matting buildup using Hetron FR 992 FR/CR Epoxy Vinyl Ester resin with a UV protectant gel coating application. Each loop shall have 2 new clips installed at the top and 2 new clips installed half the distance down from the top for a total of 160 new clips.

Under the rain hood, hand and power tool prep the platform structural steel and coat with a rust inhibiting coating.

On the top platform, hand and power tool prep the platform structural steel and coat with a rust inhibiting coating. Replace all grating clips with stainless steel clips.

Hand and power tool prep the top 50 feet of the exterior ladder and coat with a rust inhibiting coating. Do not coat the safety rail.

Coating systems shall be suitable for application over any rusty steel and old coatings that may be left behind after the hand and power tool prep, such as Amerlock 2/400, Carbomastic 15 or comparable. Bidder shall submit coating system details with the proposal.

The Contractor shall furnish all necessary materials, supplies, tooling, equipment and labor, including but not limited to material handling, blasting and cleaning equipment, compressed air, materials, sundries and personal protective equipment for its employees. Electrical power will be available at the plant site.

**REQUIREMENTS:** If the Contractor proposes alternative methods for consideration by the Owner other than as generally described herein for any portion of the work, full and complete descriptions **must be included with the bid** with separate pricing for the optional utilization of such proposed methods. References where the system has successfully been used must be included.

Bidder is solely responsible for obtaining any and all clarifications to this specification as may be required for the Bidder to submit an accurate and complete bid proposal.

Contractor will coordinate closely with PGS personnel on execution of all phases of the work and all safety requirements, including but not limited to:

- Provide information on all employees arriving at PGS
- Lock Out/Tag Out
- Confined Space Entry
- PGS Equipment Operation, such as fans and dampers
- Scheduling sequence of work scope items and related plant system preparations for work execution
- Inspections of completed work

**QUALIFICATIONS:** The Contractor shall be a firm specializing in the provision of services as outlined within this scope for large-scale utility chimneys used in the electric power industry. The Contractor shall substantiate its experience through the submittal of three (3) similar projects' **reference list with the bid**. The Contractor will be expected to perform the work without the assistance of Platte Generating Station personnel or tools, and comply with plant safety regulations and equipment lockout/tag out procedures.

**SUPERINTENDENT:** The Contractor shall provide well qualified supervisor(s) and a Job Superintendent who will fully direct all field operations for the duration of the project, serve as liaison to the Owner's designated representatives, be fully authorized to make any and all decisions affecting the work in the field and coordinate activities between the Contractor and its subcontractors, if any.

**SAFETY:** The Contractor is an Independent Contractor required to follow their OSHA regulations for work in areas that are contaminated with fly ash and for areas that may be considered as confined spaces. **NOTE:** All contractors must submit **with the bid** a copy of their OSHA compliant Confined Space Procedure and Respiratory Protection Procedure. The Contractor will be required to provide proof that workers have successfully completed respiratory fit testing and pulmonary function testing and have been trained for confined space entry.

The Contractor shall be responsible for compliance with all safety practices as required by the regulatory agencies governing the Contractor's operations as well as any and all safety requirements of the Contractor's organization and shall submit historical evidence of such compliance. All personnel working on site will be required to participate in the plant's safety orientation prior to performing any work on site at PGS.

The plant has an equipment lockout/tag out procedure to prevent the unauthorized starting of motors and the unauthorized movement of valves and dampers. The Contractor is required to use the procedure and add its own locks/tags on top of the plant lock/tags if required. *Removal of plant locks/tags is not allowed and is cause for removal from the plant site.*

**OWNER PROVISIONS:** Platte Generating Station (PGS) will provide:

- An owner's designated representative for on-site coordination with PGS.
- Safety orientation for all contractor employees as related to PGS site safety considerations.
- Dumpsters for trash and debris.
- Portable toilet facilities with hand wash stations.
- Potable water source for contractor's drinking water containers.
- Designated contractor parking on site.
- Electrical service connections for job trailers and equipment.

**INSPECTION:** All work performed by the contractor will be inspected by the owner's designated representative or other assigned personnel upon notification by the Contractor that the contractor considers that portion of the work completed. The Contractor will be required to re-work any areas found to be inadequate.

VI. **Submittals:** Submittals to include with the bid, include but are not limited to:

- A. Detailed description of the proposed materials along with supplier data sheets and specifications on all proposed materials.
- B. Milestone Schedule.
- C. Construction water and electrical requirements for on-site project equipment installation.
- D. A reference list of recent projects similar in unit size, scope, and complexity to this specification shall be provided with the bid.
- E. A list of subcontractors to be used in the performance of the work.
- F. A summary of the experience of the Superintendent proposed for this project.

VII. **Service Rates:** The Contractor shall include, in the Bid, a firm, lump sum price necessary to perform the heat trace clip attachments, platform and ladder steel coating in accordance with the specifications. This firm Bid shall include all expenses, and all other standard terms and conditions to be effective during the project. The Bid shall also include firm unit pricing for additions, or adjustments, which may be required outside of the specified scope of services or due to modifications as may be requested by the Owner in the progress of the work.

The Platte Generating Station is NOT tax exempt and is subject to a 7.5% sales tax rate. See the Nebraska Department of Revenue web site at [www.revenue.state.ne.us](http://www.revenue.state.ne.us) for contractor's tax information.

VIII. **Schedule:** The plant is currently scheduled for a shutdown **April 23 - May 7, 2020**. The work shall be completed to allow firing of the unit by the end of the day May 5<sup>th</sup>. The Contractor may perform such work as can be completed with the unit on-line prior to the outage and may continue work if necessary after the outage is over to such extent as the work does not interfere with the operation of the unit. The Bidder shall submit a preliminary milestone schedule of proposed work activities

with the bid proposal.

- IX. **Evaluation:** The bids will be evaluated on the basis of cost and conformance with the specified scope of work, as well as, responsiveness to the requirements of the specification, anticipated design effectiveness, completeness of submittals, experience, schedule and other such factors as deemed applicable to the project.
- X. **Safety:** The Contractor is required to follow all OSHA, state, and plant safety regulations.
- XI. **Materials, Equipment, and Services provided by the Contractor:** The Contractor shall provide all material, freight, equipment, labor, personnel protective equipment, tools, consumables, and supervision to fully perform the specified work without the assistance of City personnel.
- XII. **Plant Access:** Access to the plant will be available at all times and the Contractor may determine working hours, however, the plant engineering staff will only be available during normal, daytime, weekday working hours.

There is no separate contractor entrance at the Platte Generating Station. There is one gate with a card access security system and the Contractor may request to use access cards to gain entry rather than request entry for each entrance and exit. If cards are used the Contractor shall be responsible to return all access cards after the outage. There is a \$25.00 charge for every card that is not returned.

- XIII. **Contact:** Questions regarding this specification may be directed to Darrell Dorsey at the Platte Generating Station, telephone (308) 385-5492.

XIV. **Attachments:**

Digital Sky -9	Drone Hood Photo
65-12	ladders and Platforms
65-13	ladders and Platforms
65-20	ladders and Platforms
65-24	ladders and Platforms
Attach A	Chimney
Attach B	Chimney
Attach CDG	FRP Rain Hood
Attach E Photos	Rain Hood Support Steel
Clips	Heat Trace Clips
Heat Trace	Heat Trace
Hetron	Hetron Data Sheet

- XV. **Insurance Requirements:** The City's insurance requirement is attached.

**XVI. Performance and Payment Bonds:** The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

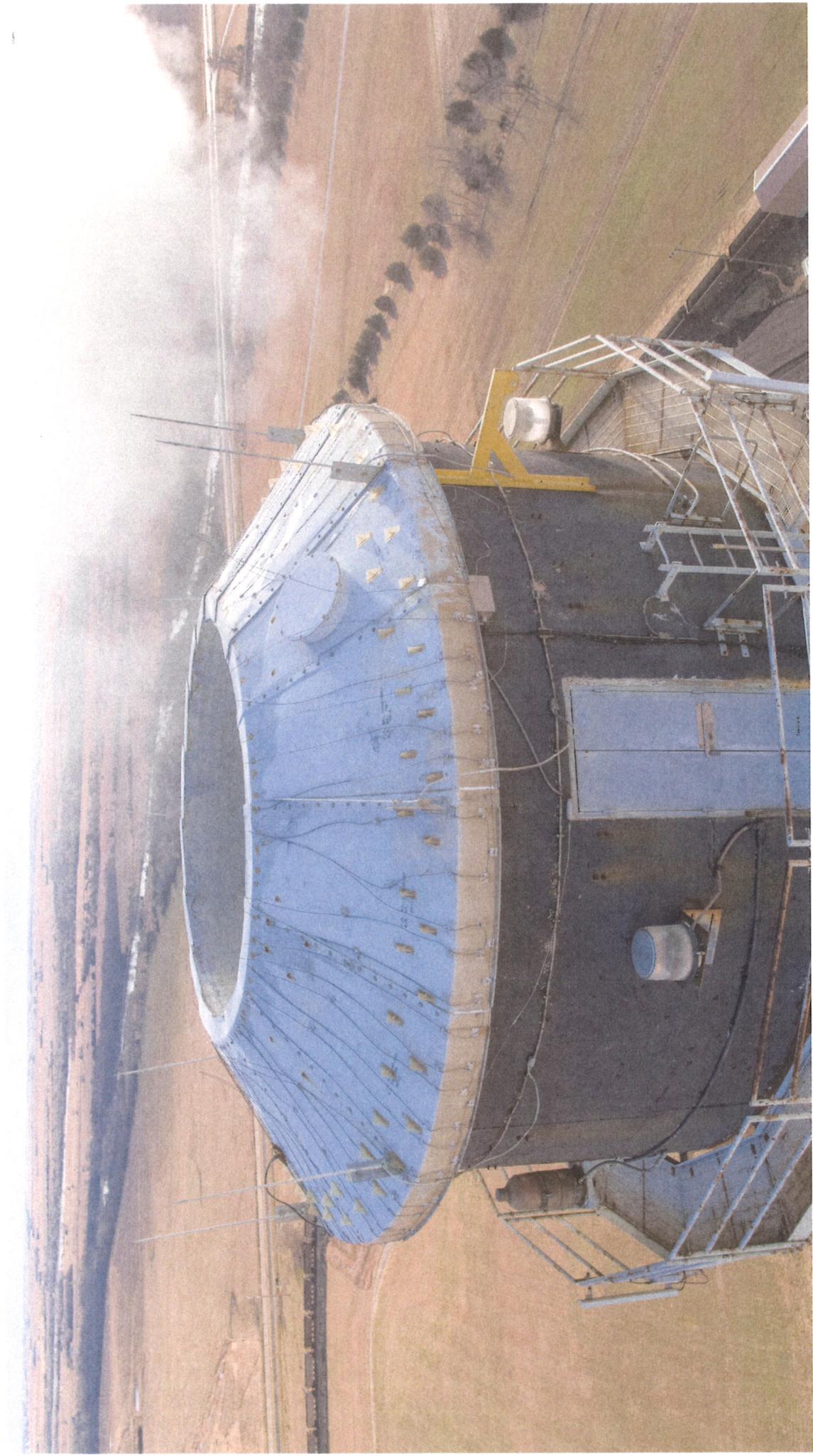
The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

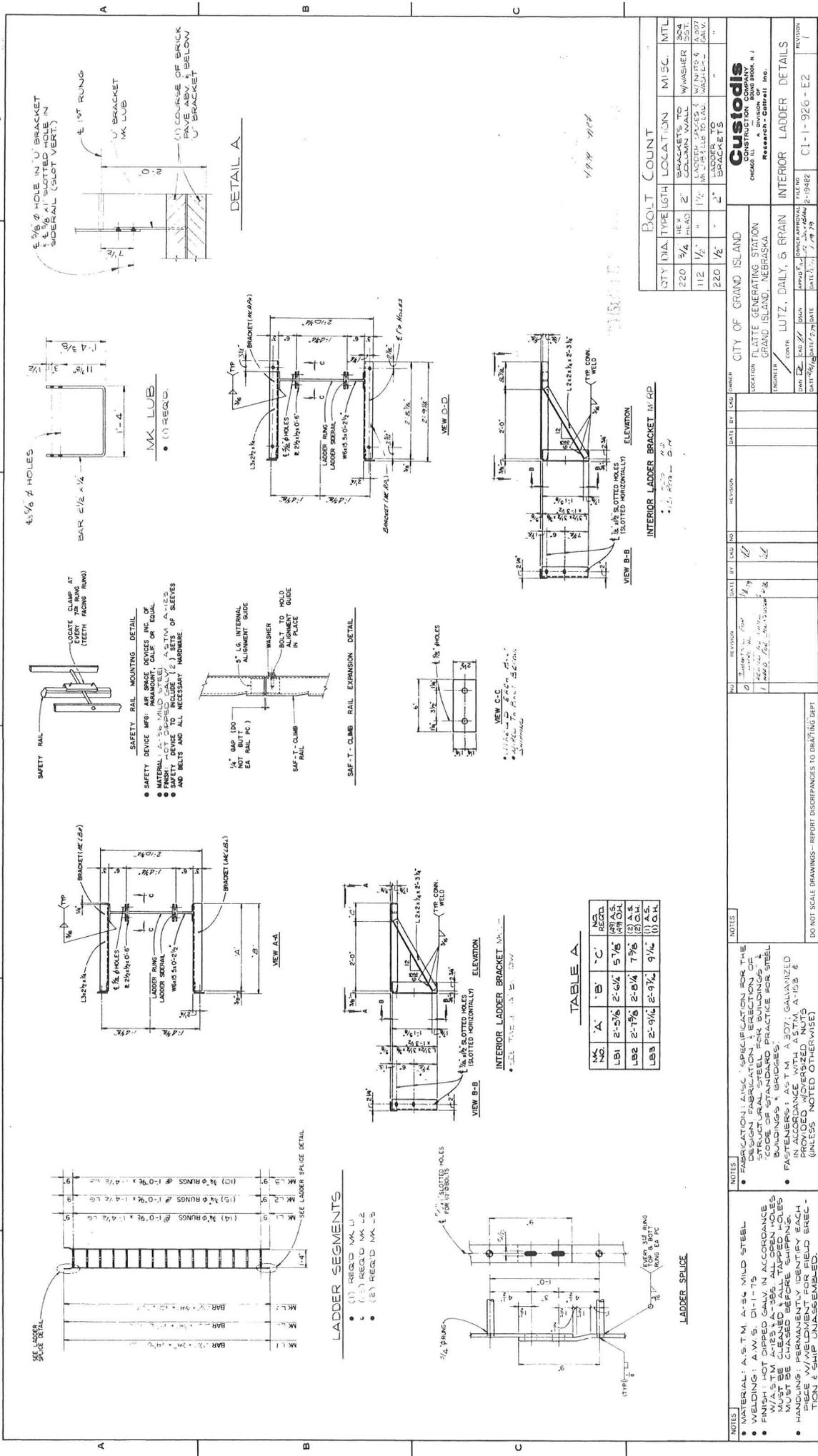
The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

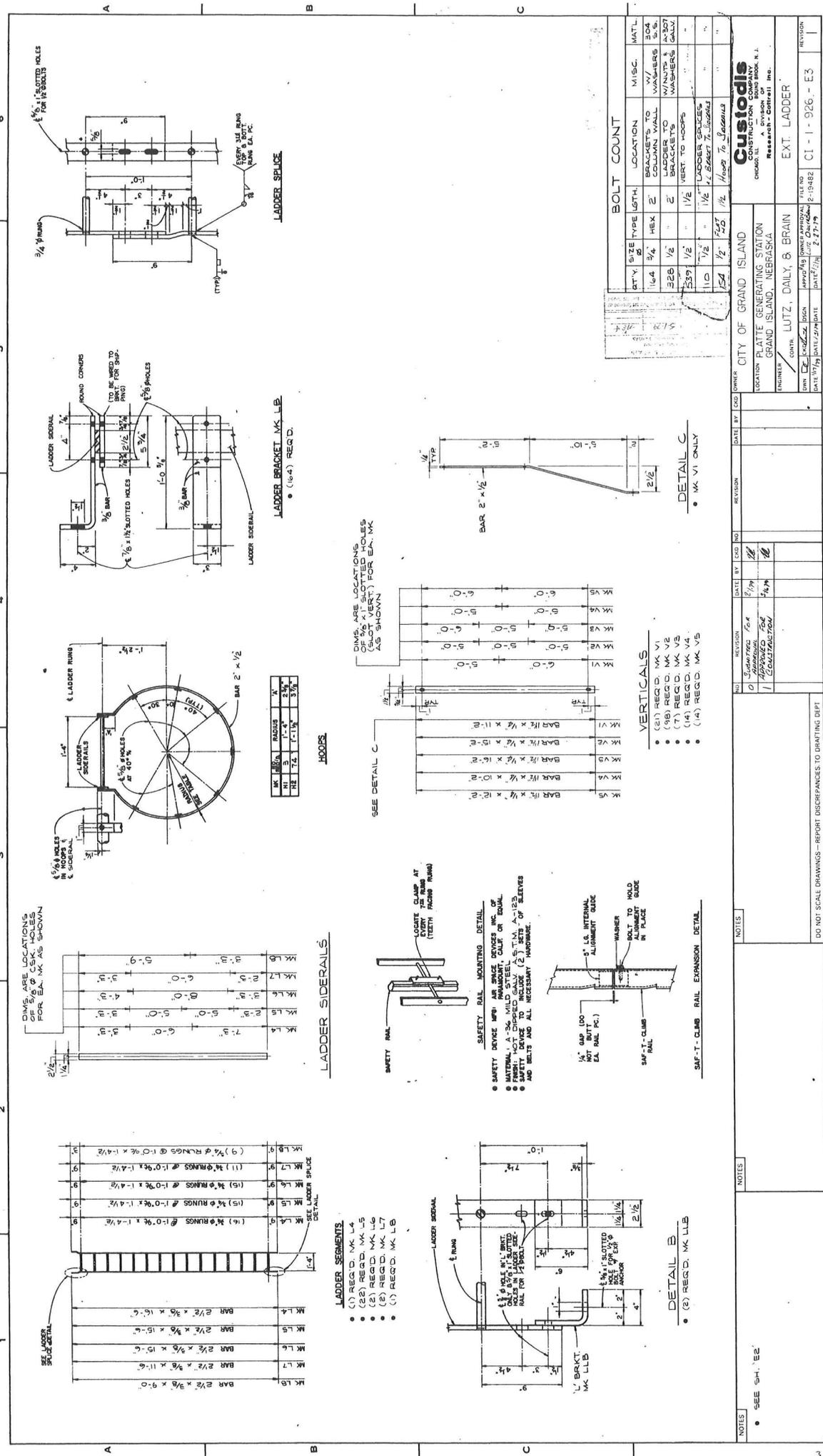
**6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**









**BOLT COUNT**

QTY.	SIZE	TYPE	LENGTH	LOCATION	MISC.	MAT'L.
164	3/4"	HEX	2"	BRACKETS TO COLUMN WALL	W/ WASHERS	304 S.S.
328	1/2"		2"	LADDER TO W/ASERS	W/ WASHERS	A-307
539	1/2"		1 1/2"	VERT TO HOOPS		
110	1/2"		1 1/2"	LADDER BRACES		
54	1/2"		1 1/2"	HOOPS TO BRACES		

**CITY OF GRAND ISLAND**  
**PLATTE GENERATING STATION**  
**GRAND ISLAND, NEBRASKA**

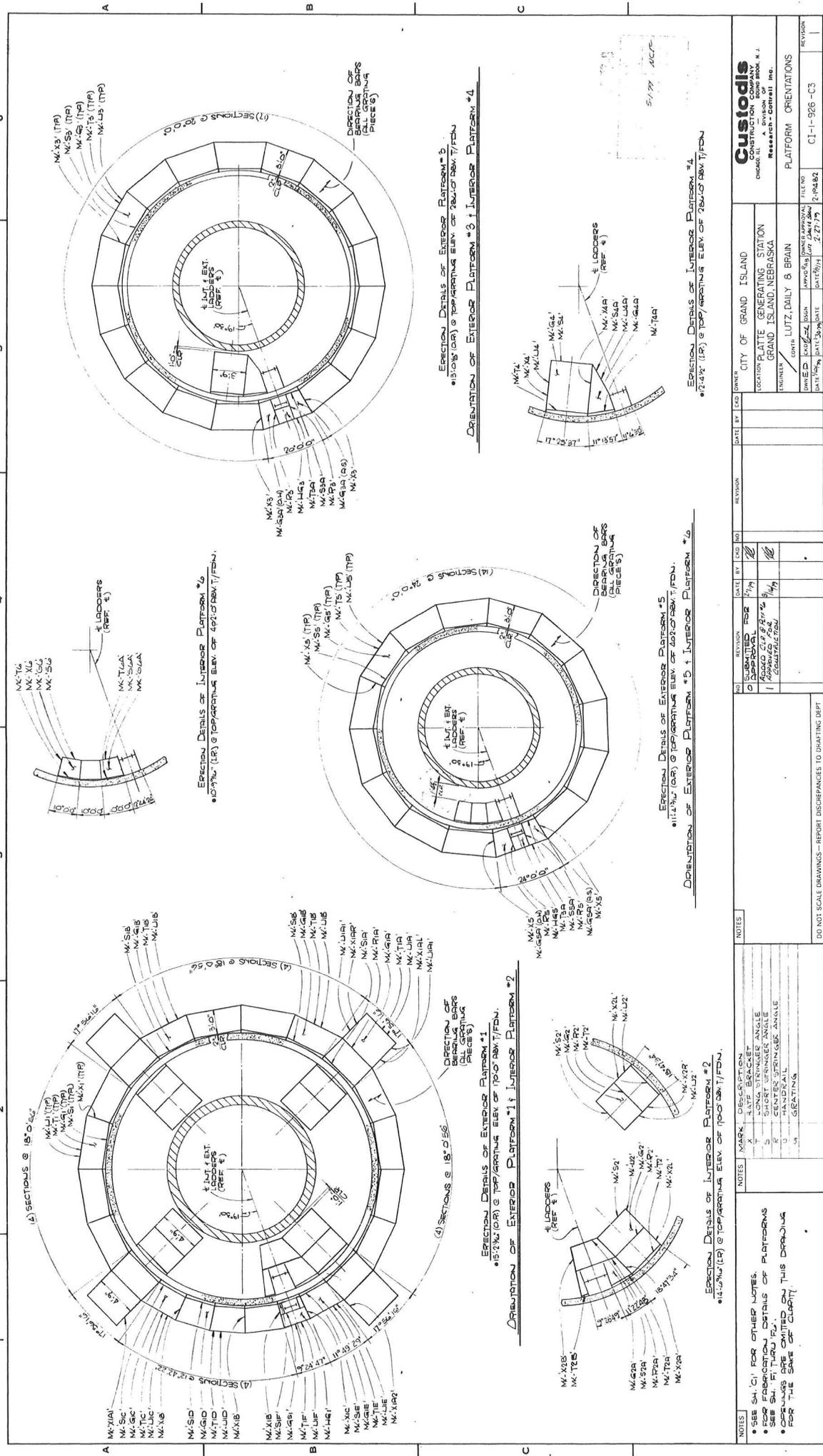
**Custadis**  
 CHICAGO ILL. CONSTRUCTION COMPANY  
 A DIVISION OF BOND BROOK, N.J.  
 Research - Contract No.

**EXT. LADDER**

CONTR. LUTZ, DAILY, & BRAIN

FILE NO. 12-15882  
 DATE 10/17/79  
 DATE 2/7/79

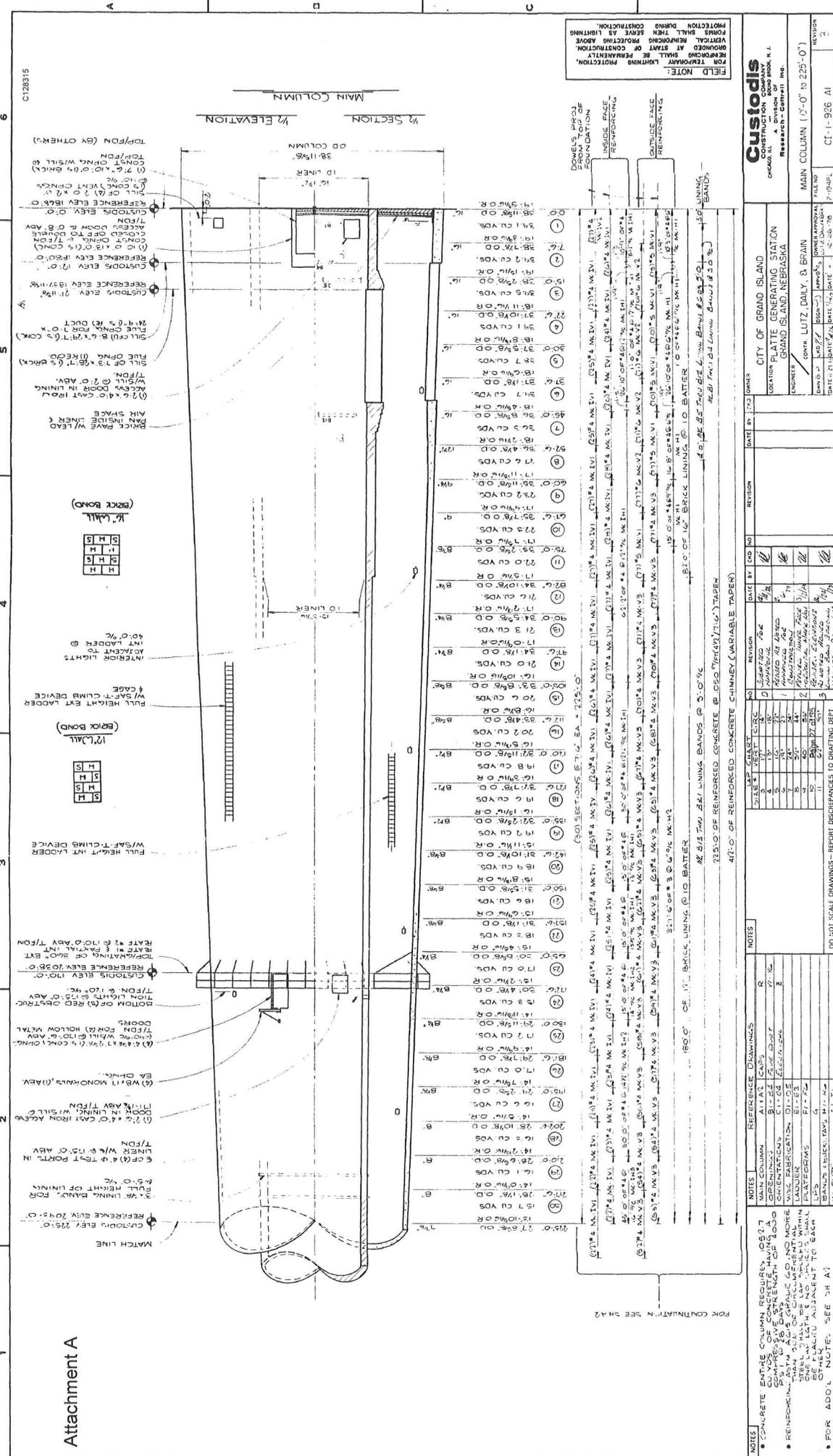
REVISION CI-1-926-E3



NO.	REVISION	DATE BY	CHK	NO.	REVISION	DATE BY	CHK	NO.
0	SUBMITTED	RSR	7/19					
1	APPROVED FOR CONSTRUCTION	RSR	7/19					

<b>Custodis</b> CONSULTING ENGINEERS AND ARCHITECTS CHICAGO, ILL. 60606 Research & Control, Inc.		CITY OF GRAND ISLAND PLATE GENERATING STATION GRAND ISLAND, NEBRASKA ENGINEER: DONALD LUTZ, DAILY & BRAIN DRAWN: ROYCE ZIEBACH DATE: 11/23/77	FILE NO. 2-PA82 DRAWING NO. 2-PA82 DATE: 11/23/77
NOTES: 1. SEE S4, C1 FOR OTHER NOTES. 2. SEE S4, C1 FOR DETAILS OF PLATFORMS. 3. SEE S4, C1 FOR DETAILS OF THIS DRAWING. 4. OPENINGS ARE LIMITED ON THIS DRAWING FOR THE SAME OF CLARITY.		PLATFORM ORIENTATIONS CI-1-926-C3	



# Technical Datasheet

Ashland Performance Materials



## HETRON® FR 992 FR / CR Epoxy Vinyl Ester Resin

HETRON FR992 resin is a low viscosity, unpromoted, flame retardant<sup>(1)</sup> patented epoxy vinyl ester with F-Cat technology. This patented technology results in a resin that exhibits no foaming, excellent exotherm control, and industry-leading storage stability. Laminates made with HETRON FR992 resin have achieved a flame spread of <25 (ASTM E-84) when 3% antimony trioxide is added and a flame spread of <75 without antimony trioxide. HETRON FR992 resin gives final products with:

- Excellent flame retardancy
- High strength characteristics
- Excellent impact strength and toughness
- Fast wet-out and low drainage
- Excellent corrosion resistance to acidic and alkaline environments

### APPLICATIONS AND USE

HETRON FR992 resin can be used for corrosion resistant, reinforced thermosetting plastic equipment including filament wound, hand lay-up and spray-up tanks, pipes, ducts, stacks, scrubbers, linings or other equipment handling corrosive gases, vapors or liquids where a high degree of flame retardancy is required.

HETRON 922 resin is a non-flame retardant epoxy vinyl ester. HETRON FR992Sb resin can be used to achieve <25 flame spread without mixing additional antimony. HETRON FR998/35 resin can be used to fabricate laminates with improved corrosion resistance. Conditions for these resins are outlined in Ashland's Resin Selection Guide at [www.hetron.com](http://www.hetron.com). For recommendations on specific services and environments, please contact us at [hetron@ashland.com](mailto:hetron@ashland.com).

### TYPICAL LIQUID RESIN PROPERTIES

Property <sup>(2)</sup> at 25°C (77°F)	Value	Unit
Viscosity, Brookfield # 2 spindle @ 30 rpm	425	mPas (cps)
Percent Solids	57.5	%
Color	<5	Gardner
Specific Gravity	1.16	gm/cc

(1) HETRON polyester resin will burn if provided with a sufficient amount of heat and oxygen. The degree of flame retardancy of the cured polyester resin is characterized by the ASTM E-84 tunnel test. This test is performed under strictly controlled conditions where a flame spread rating is assigned according to comparisons with test set-point materials. The behavior of the cured composite under these controlled conditions can vary from an actual fire situation.

(2) Properties are typical values based on material tested in our laboratories. Typical values should not be construed as a guaranteed analysis of any specific lot or as specification items.



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**Technical Datasheet**  
Ashland Performance Materials



**HETRON® FR 992 FR / CR Epoxy Vinyl Ester Resin**

TYPICAL CURING CHARACTERISTICS	SPI Gel Time at 82°C (180°F) Bath	Value	Unit
	Gel Time, 2% Luperco <sup>(2)</sup> ATC Paste	17	minutes
	Total Time	23	minutes
	Peak Exotherm	193 (380)	°C(°F)

MEKP Cure System Typical gelltimes at different temperatures using different pre-acceleration systems and curing with Delta<sup>(3)</sup> X-9, Lupersol<sup>(3)</sup> DDM-9 and Hi-Point<sup>(4)</sup> 90 catalysts<sup>(5)</sup>.

CAUTION: Thoroughly mix promoters with resin before adding catalyst.

Temperature / Catalyst	DMA	Co-nap6%	Delta X-9	DDM-9	HiPoint 90	HiPoint 90/CHP 50/50
18°C (65°F) / 1.25 phr	0.1 phr	0.2 phr	15 minutes	27 minutes	25 minutes	60 minutes
	0.075 phr	0.2 phr	20 minutes	30 minutes	30 minutes	70 minutes
	0.05 phr	0.2 phr	25 minutes	40 minutes	33 minutes	75 minutes
25°C (77°F) / 1.25 phr	0.04 phr	0.3 phr	10 minutes	12 minutes	13 minutes	27 minutes
	0.04 phr	0.2 phr	15 minutes	20 minutes	20 minutes	40 minutes
	0.04 phr	0.1 phr	30 minutes	40 minutes	36 minutes	74 minutes
29°C (85°F) / 1.25 phr	0.05 phr	0.3 phr	8 minutes	8 minutes	8 minutes	18 minutes
	0.05 phr	0.2 phr	10 minutes	12 minutes	12 minutes	24 minutes



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**Technical Datasheet**  
Ashland Performance Materials



**HETRON® FR 992 FR / CR Epoxy Vinyl Ester Resin**

	0.05 phr	0.1 phr	20 minutes	25 minutes	24 minutes	50 minutes
BPO / DMA Cure System	Temperature / BPO Paste 50%			DMA		Gel Time
	18°C (65°F) / 2.0 phr			0.3 phr		26 minutes
				0.2 phr		36 minutes
				0.1 phr		70 minutes
	24°C (75°F) / 2.0 phr			0.3 phr		16 minutes
				0.2 phr		24 minutes
				0.1 phr		50 minutes
	29°C (85°F) / 2.0 phr			0.3 phr		11 minutes
				0.2 phr		16 minutes
				0.1 phr		27 minutes

- (3) Registered trademark of Atofina Chemicals Inc.
- (4) Registered trademark of Witco Chemical Corporation.
- (5) All levels are based on parts per hundred resin (phr)

**Effect of Copper Naphthenate**

Copper Naphthenate<sup>(6)</sup> (Cu-nap 8%) will influence gel time, gel-to-peak and peak exotherm at different temperatures and pre-accelerations. Catalyst used is Delta X-9 at 1.25 phr.

CAUTION: Thoroughly mix promoters with resin before adding catalyst.

Temperature / Cu-nap 8%	Co-nap6%	DMA	Gel Time	Gel-Peak	Peak Exo
18°C (65°F) / 0 phr	0.3 phr	0.05 phr	11 minutes	10 minutes	166°C (330°F)
18°C (65°F) / 0.04 phr	0.3 phr	0.05 phr	11 minutes	15 minutes	116°C (240°F)
25°C (77°F) / 0 phr	0.1 phr	0.04 phr	26 minutes	12 minutes	168°C (335°F)
25°C (77°F) / 0.04 phr	0.1 phr	0.04 phr	22 minutes	17 minutes	129°C (265°F)



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**Technical Datasheet**  
Ashland Performance Materials



**HETRON® FR 992 FR / CR Epoxy Vinyl Ester Resin**

29°C (85°F) / 0 phr	0.1 phr	0.03 phr	19 minutes	12 minutes	168°C (335°F)
29°C (85°F) / 0.04 phr	0.1 phr	0.03 phr	20 minutes	20 minutes	127°C (260°F)
35°C (95°F) / 0 phr	0.1 phr	0.02 phr	19 minutes	12 minutes	166°C (330°F)
35°C (95°F) / 0.04 phr	0.1 phr	0.02 phr	20 minutes	26 minutes	121°C (250°F)

Exotherm control formulations - When laminates require a lower exotherm, copper<sup>(7)</sup> may be incorporated to achieve the desired reduction. High hydrogen peroxide catalysts, such as CADOX<sup>(8)</sup> M-50 or DELTA X-9, should be used to avoid dramatic moves in gel times.

(6) Can be acquired by Akcros Chemical, Inc., Huls America Inc., or O.M. Group Inc.

(7) More than 500 ppm of 8% copper may be detrimental to cure

(8) Registered trademark of Akzo Nobel

Effects of Copper Levels at 25°C (77°F)

Copper Naphthenate (Cu-nap 8%) will influence Gel Time, Gel-to-Peak and Peak Exotherm at 25°C (77°F). Catalyst used is Delta X-9 at 1.25 phr.

CAUTION: Thoroughly mix promoters with resin before adding catalyst.

Cu-naphthenate 8%	DMA	Co-nap6%	Gel Time	Gel-Peak	Peak Exo
0 phr	0.04 phr	0.1 phr	23 minutes	10 minutes	171°C (340°F)
0.01 phr	0.04 phr	0.1 phr	20 minutes	10 minutes	160°C (320°F)
0.02 phr	0.04 phr	0.1 phr	20 minutes	14 minutes	154°C (310°F)
0.03 phr	0.04 phr	0.1 phr	21 minutes	16 minutes	143°C (290°F)
0.04 phr	0.04 phr	0.1 phr	21 minutes	16 minutes	132°C (270°F)

For all surfaces that will be exposed to air during fabrication (top-coating, lining, patching, exterior surfaces, etc.) the addition of 0.4% paraffin wax to the final resin layer is recommended. A waxed surface may interfere with secondary bonding adhesion.



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**Technical Datasheet**  
Ashland Performance Materials



**HETRON® FR 992 FR / CR Epoxy Vinyl Ester Resin**

Flame retardant vinyl ester resins do not demonstrate ultraviolet stability equivalent to non-halogenated vinyl ester resins. Ultraviolet stability may be improved by adding 1.0% CYASORB<sup>(9)</sup> UV-9 ultraviolet screener to the exterior exposed surfaces where aesthetic appearance is desired.

**TYPICAL MECHANICAL PROPERTIES**

Property <sup>(2)</sup> of cured casting <sup>(10)</sup> at 25°C (77°F)	Value (SI)	Value (US)	Method
Barcol Hardness	35	35	ASTM D2583
Tensile Strength	90 MPa	13,000 psi	ASTM D638
Tensile Modulus	3450 MPa	5.0 psi x 10 <sup>5</sup>	ASTM D638
Tensile Elongation at yield	4.6%	4.6%	ASTM D638
Tensile Elongation at break	5.0%	5.0%	ASTM D638
Flexural Strength	145 MPa	21,000 psi	ASTM D790
Flexural Modulus	3585 MPa	5.2 psi x 10 <sup>5</sup>	ASTM D790
Heat Distortion Temperature	108°C	227°F	ASTM D648

(9) Registered trademark of Cytec Industries

(10) Catalyzed with 1.0% BPO, cured two hours at 71°C (160°F), then one hour at 93°C (200°F), post-cured two hours at 138°C (280°F).

Physical properties of laminates at various thicknesses and temperatures. Curing formulation = 100 phr HETRON FR992, 0.30 phr 6% cobalt naphthenate, 0.05 phr DMA, 1.50 phr HI POINT 90, post cured 2 hours at 121°C (250°F). V=10 mil glass surfacing veil, M=450 g/m<sup>2</sup> (1.5 oz/ft<sup>2</sup>) chopped strand mat, R=800 gm/m<sup>2</sup> (24 oz/yd<sup>2</sup>) woven roving

Laminate thickness (mm)	Temp. (°C)	Ten Str (MPa)	Ten Mod (MPa)	Flex Str (MPa)	Flex Mod (MPa)
3.18 (V, 2M; 25% glass)	25	140	5590	88	7720
	93	140	4960	91	6960
	121	106	2760	52	3450
6.35 (V, 2M, 2(RM); 39% glass)	25	240	8340	137	12,760
	93	223	7170	165	9790
	121	86	4140	130	9030
12.7 (V, 4M, 4(RM); 43% glass)	25	181	7450	160	13,240



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**Technical Datasheet**  
Ashland Performance Materials



**HETRON® FR 992 FR / CR Epoxy Vinyl Ester Resin**

	93	218	8340	150	15,580
	121	159	6760	131	6760
Laminate Thickness (in.)	Temp. (°F)	Ten Str (psi)	Ten Mod (psix10 <sup>5</sup> )	Flex Str (psi)	Flex Mod (psix10 <sup>5</sup> )
0.125 (V, 2M; 25% glass)	77	19,800	8.1	12,800	11.2
	200	20,200	7.2	13,200	10.1
	250	15,400	4.0	7500	5.0
0.25 (V, 2M, 2(RM); 39% glass)	77	35,000	12.1	19,900	18.5
	200	32,400	10.4	23,900	14.2
	250	12,500	6.0	18,900	13.1
0.50 (V, 4M, 4(RM); 43% glass)	77	26,200	10.8	23,200	19.2
	200	31,600	12.1	21,400	22.6
	250	23,100	9.8	19,000	9.8

**TYPICAL FLAME RETARDANCY OF LAMINATES**

Tested Material	Class	ASTM E-84 Flame Spread
HETRON FR992 resin laminate <sup>(11)</sup> with 3% antimony trioxide	I	<25
HETRON FR992 resin laminate <sup>(11)</sup> without antimony trioxide	II	<75
Cement Asbestos Board (control)	I	0
Red Oak (control)	III	100

(11) Properties are typical values based on material tested in our laboratories. Typical values should not be construed as a guaranteed analysis of any specific lot or as specification items. Laminate thickness = 3.18 mm (0.125 in.) with approximately 27% glass content



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**Technical Datasheet**  
Ashland Performance Materials



**HETRON® FR 992 FR / CR Epoxy Vinyl Ester Resin**

Master Batch Guide	Cobalt Naphthenate 6% Quantity for:	55-Gal (230 kg, 507 lbs)	5-Gal (21 kg, 46 lbs)
	0.2%	15.1 fl.oz/449 cc	1.3 fl.oz/39 cc
	0.3%	22.8 fl.oz/673 cc	2.0 fl.oz/59 cc
	0.4%	31.3 fl.oz/926 cc	2.7 fl.oz/78 cc
	DMA Quantity for:	55-Gal (230 kg, 507 lbs)	5-Gal (21 kg, 46 lbs)
	0.05%	4.0 fl.oz/119 cc	0.36 fl.oz/10 cc
	0.10%	8.1 fl.oz/239 cc	0.73 fl.oz/21 cc
	0.15%	12.1 fl.oz/358 cc	1.10 fl.oz/32 cc
	Copper Naphthenate 8% Quantity for:	55-Gal (230 kg, 507 lbs)	5-Gal (21 kg, 46 lbs)
	0.02%	1.1 fl.oz/34 cc	0.10 fl.oz/3 cc
	0.03%	2.2 fl.oz/66 cc	0.19 fl.oz/6 cc
	0.04%	3.4 fl.oz/100 cc	0.27 fl.oz/8 cc
	9% MEKP Quantity for:	0.95 liter (1 quart)	2kg (5 lbs)
	1.25%	0.39 fl.oz/11.5 cc	0.90 fl.oz/26.6 cc

**CERTIFICATES AND APPROVALS** The manufacturing, quality control and distribution of products, by Ashland Performance Materials, comply with one or more of the following programs or standards: Responsible Care, ISO 9001, ISO 14001 and OHSAS 18001.

**STANDARD PACKAGE** Non-Returnable Drum with Net Weight of 230 Kgs (507 Lbs)  
DOT Label Requirement: Flammable Liquid

**COMMERCIAL WARRANTY** Six months from date of shipment, when stored in accordance with the conditions stated below.



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## Technical Datasheet

Ashland Performance Materials



### HETRON® FR 992 FR / CR Epoxy Vinyl Ester Resin

#### STORAGE

Drums - Store at temperatures below 25°C (77°F). Storage life decreases with increasing storage temperature. Avoid exposure to heat sources such as direct sunlight or steam pipes. To avoid contamination of product with water, do not store outdoors. Keep containers sealed to prevent moisture pick-up and monomer loss. Mild mixing is recommended after prolonged storage. Rotate stock.

Bulk - See Ashland's Bulk Storage and Handling Manual for Polyesters and Vinyl Esters. A copy of this may be obtained from Ashland Performance Materials at +1.614.790.3333 or 800.523.6963.

All other conditions being equal, higher storage temperatures will reduce product stability and lower storage temperatures will extend product stability.

#### Notice

All information presented herein is believed to be accurate and reliable, and is solely for the user's consideration, investigation and verification. The information is not to be taken as an express or implied representation or warranty for which Ashland assumes legal responsibility. Any warranties, including warranties of merchantability or non-infringement of intellectual property rights of third parties, are herewith expressly excluded.

Since the user's product formulations, specific use applications and conditions of use are beyond the control of Ashland, Ashland makes no warranty or representation regarding the results which may be obtained by the user. It shall be the responsibility of the user to determine the suitability of any of the products mentioned for the user's specific application.

Ashland requests that the user reads, understands and complies with the information contained herein and the current Material Safety Data Sheet.



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**R and P Industrial Chimney Co., Inc.**  
**Major Projects Completed Within Past 3Years**

Updated: 1/7/2020

1. NRG Texas  
W.A. Parish Station  
2500 Y.U. Jones Rd  
Thompsons, TX 77481  
Contact: Jay Massie  
Phone: (281) 343-2228  
Date: January 2017  
Amount: \$293,622.00  
Description: Install band security system and repair liner bands & buckstay
  
2. City of Waco  
200 Colcord Ave  
Waco, TX 76702  
Contact: Vince Tobola  
Phone: (254) 750-8066  
Date: February 2017  
Amount: \$306,098.00  
Description: Riverside Water Treatment Plant smoke stack repairs, concrete chimney
  
3. Barton Brands of Kentucky  
P.O. Box 788  
Bardstown, KY 40004  
Contact: Tom Barbour  
Phone: (502) 396-0715  
Date: September 2017  
Amount: \$169,855.00  
Description: Exterior cleaning, coating, and repairs. Interior target liner repairs of concrete chimney.
  
4. Seminole Electric Company  
890 Hwy 17 North  
Palatka, FL 32177  
Contact: Tom Fowler  
Phone: (813) 739-1252  
Date: December 2018 – August 2019  
Amount: \$4,356,000.00  
Description: Replacement of stack roof plate and support structure under roof.



5. Eastman Chemical Co.  
Kingsport, TN  
Contact: Mary Culbertson  
Phone: (423) 229-3592  
Date: September 2019  
Amount: \$88,574.00  
Description: Ash silo Repairs.



R AND P INDUSTRIAL CHIMNEY CO., INC.  
244 INDUSTRY PARKWAY  
NICHOLASVILLE, KY 40356  
859.887.2265 859.887.1459 (FAX)  
Website - [www.randpchimney.com](http://www.randpchimney.com)

### Exceptions

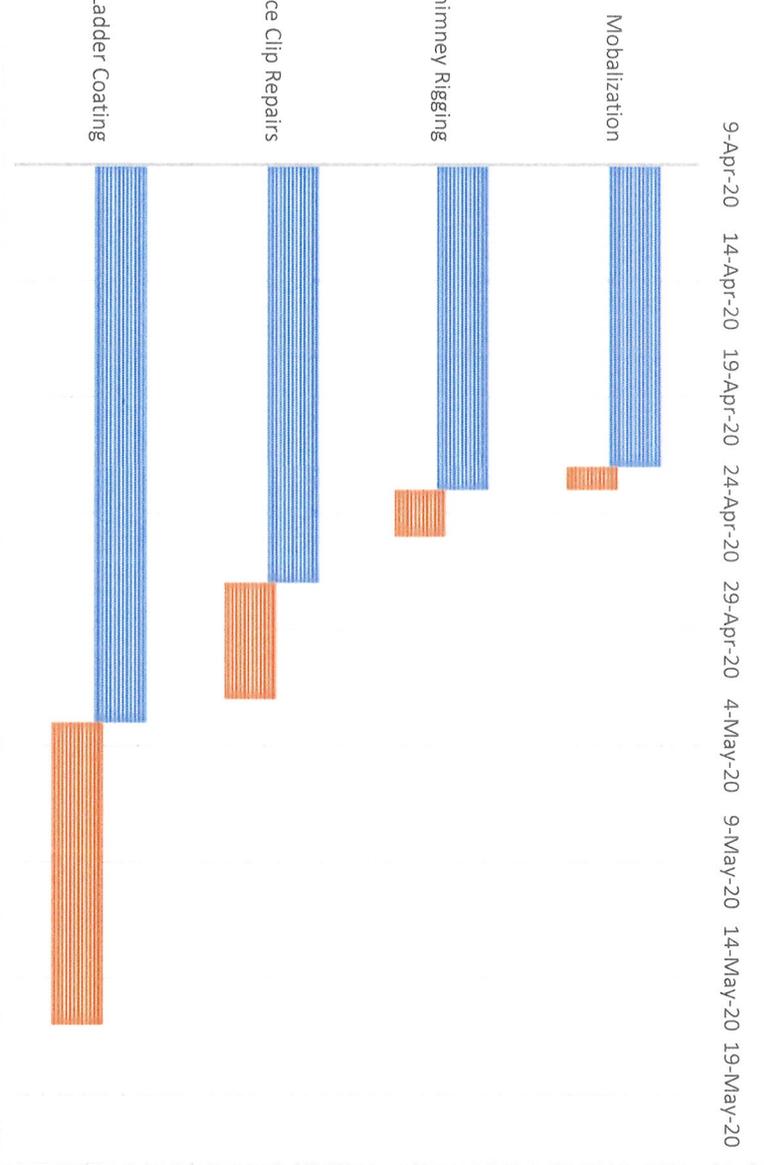
1. Coating to be used by R and P Industrial Chimney: Tnemec Chembuild Series 135
2. 110 V/30 amp breaker provided by owner.
3. Potable water to be at or near base of chimney, provided by owner

**INDUSTRIAL CHIMNEY AND STACK CONSTRUCTION**  
**SINCE 1972**

**Chimney Repairs**  
 Tentative Work Schedule  
 Platte Generating Station



TASK NAME	START DATE	DUE DATE	DURATION
Mobalization	22-Apr-20	23-Apr-20	1
Chimney Rigging	23-Apr-20	25-Apr-20	2
Chimney RFP Cap Heat Trace Clip Repairs	27-Apr-20	2-May-20	5
Platforms, Support Steel and Access Ladder Coating	3-May-20	16-May-20	13
Unrig and Demobalization	18-May-20	19-May-20	1



## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **R AND P INDUSTRIAL CHIMNEY CO., INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *CHIMNEY REPAIRS 2020*; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. R and P Industrial Chimney Co., Inc.'s bid signed and dated January 7, 2020.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **One Hundred Sixteen Thousand Three Hundred Fifty and no/100 Dollars (\$116,350.00** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid: Materials\$	3,500.00
Labor	<u>112,850.00</u>
Total	\$ 116,350.00

#### Contractor Tax Option

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the CHIMNEY REPAIRS 2020.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **May 5, 2020**.

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

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter,

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**R AND P INDUSTRIAL CHIMNEY CO., INC.**

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

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

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

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

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

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

RESOLUTION 2020-20

WHEREAS, the City of Grand Island invited sealed bids for Chimney Repairs – 2020 at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 9, 2020, bids were received, opened and reviewed; and

WHEREAS, R & P Industrial Chimney Company of Nicholasville, Kentucky, 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 \$116,350.00; and

WHEREAS, the bid of R & P Industrial Chimney Company is less than the estimate for Chimney Repairs – 2020 at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of R & P Industrial Chimney Company in the amount of \$116,350.00 for Chimney Repairs – 2020 at Platte Generating Station , is hereby approved as the lowest responsible bid.

---

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-6

**#2020-21 - Approving Bid Award - Boiler Inspection and Repair at Platte Generating Station - Spring 2020**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting Date:** January 28, 2020

**Subject:** Boiler Inspection and Repair-Spring 2020

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

## Background

During the spring outage at Platte Generating Station, the turbine generator receives boiler inspections. The Spring of 2020 outage is currently scheduled for April 23, 2020 through May 7, 2020, during which time inspection and maintenance on the boiler will be performed. This package of work on the boiler includes hydro testing of the boiler with inspection for tube leaks and tube repairs, boiler tube alignment attachment repairs and support for regenerative air heater inspection and repair. Plant engineering staff developed the specifications issued for bids covering this scope of work.

## Discussion

The specifications for the Boiler Inspection and Repair - Spring 2020 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 16, 2020. The engineer's estimate for this project was \$125,000.00.

Bidder	Base Bid
Locke AMI – Olathe, Kansas	\$90,037.00
Hayes Mechanical – LaVista, Nebraska	\$92,750.00
TEI Construction Services, Inc. – Duncan, South Carolina	\$92,473.00

The bids were reviewed by Utility Engineering staff. The bid from Locke AMI in the amount of \$90,037.00 was found to be compliant with the specification and less than the engineer's estimate.

## Alternatives

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

1. Move to approve

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

### **Recommendation**

City Administration recommends that Council award the Contract for Boiler Inspection and Repair - Spring 2020, to Locke AMI of Olathe, Kansas, as the low responsive bidder, with the bid in the amount of \$90,037.00.

### **Sample Motion**

Move to approve the bid of \$90,037.00 from Locke AMI, for the Boiler Inspection and Repair - Spring 2020, at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 16, 2020 at 2:00 p.m.  
**FOR:** Boiler Inspection and Repair – Spring 2020  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$125,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** January 3, 2020  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>Hayes Mechanical</u></b> La Vista, NE	<b><u>TEiC Construction</u></b> Duncan, SC
<b>Bid Security:</b>	Great American Insurance Company	Atlantic Specialty Insurance Company
<b>Exceptions:</b>	Noted	Noted

<b>Bid Price:</b>		
<b>Mobilization/</b>		
<b>Demobilization:</b>	\$ 7,500.00	\$35,590.00
<b>Labor:</b>	\$85,000.00	\$55,721.00
<b>Sales Tax:</b>	\$ 250.00	\$ 1,162.00
<b>Total Bid:</b>	\$92,750.00	\$92,473.00

<b>Bidder:</b>	<b><u>Locke AMI</u></b> Olathe, KS
<b>Bid Security:</b>	Travelers Casualty and Surety Company of America
<b>Exceptions:</b>	None

<b>Bid Price:</b>	
<b>Mobilization/</b>	
<b>Demobilization:</b>	\$21,933.00
<b>Labor:</b>	\$68,104.00
<b>Sales Tax:</b>	<u>N/A</u>
<b>Total Bid:</b>	\$90,037.00

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utility Secretary

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Darrell Dorsey, PGS Plant Supt.

**P2176**



Working Together for a  
Better Tomorrow. Today.

## **BID SPECIFICATION PACKAGE**

**for**

## **BOILER INSPECTION AND REPAIR SPRING 2020**

### **C 128702**

#### Bid Opening Date/Time

Thursday, January 16, 2020 @ 2:00 p.m. (local time)  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968

#### Contact Information

Darrell Dorsey  
City of Grand Island – Utilities Department  
Platte Generating Station  
308/385-5496

Date issued: January 3, 2020

**ADVERTISEMENT TO BIDDERS  
FOR  
BOILER INSPECTION AND REPAIR – SPRING 2020  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Boiler Inspection and Repair-Spring 2020 will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, January 16, 2020 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1<sup>st</sup> floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at [www.grand-island.com](http://www.grand-island.com) under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website [www.QuestCDN.com](http://www.QuestCDN.com) for a \$30.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** **Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

*Advertised*

(All bids must be submitted on this form)

**BOILER INSPECTION AND REPAIR – SPRING 2020**  
**BID DATA FORM**

CITY OF GRAND ISLAND  
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide labor, equipment, materials and supervision on a time and material basis to support the inspection and repair of generator components and auxiliary equipment as needed during the Spring Outage that is currently scheduled for April 23, 2020 through May 7, 2020, FOB the City of Grand Island, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
Base Bid:	
Mobilization/Demobilization	\$ _____
Labor (T&M)	\$ _____
Applicable Sales tax*	\$ _____
<b>Total Base Bid</b>	<b>\$ _____</b>

\* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

**Exceptions Noted** - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

\_\_\_\_\_  
Bidder Company Name Date

\_\_\_\_\_  
Company Address City State Zip

\_\_\_\_\_  
Print Name of Person Completing Bid Signature

Email: \_\_\_\_\_ Telephone No. \_\_\_\_\_

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

*Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.*

Option 1 (Section 1-017.05) \_\_\_\_\_ Option 2 (Section 1-017.06) \_\_\_\_\_ Option 3 (Section 1-017.07) \_\_\_\_\_

*If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.*

By checking this box, Bidder acknowledges the specified completion date of the project is **May 4, 2020**.

By checking this box, Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

Any exceptions the bidder wishes to take regarding the Owners specifications and/or contract documents must be submitted with the bid, and noted above under "Exceptions Noted". Time is of the essence in the evaluation of proposals, the execution of contract documents for the execution of the work. Submittal of proposals that include terms and conditions unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

**CHECKLIST FOR BID SUBMISSION****FOR****BOILER INSPECTION AND REPAIR – SPRING 2020**

**Bids must be received by the City Clerk before 2:00 p.m. on Thursday, January 16, 2020.**

The following items must be completed for your bid to be considered.

- Submittal of bid documents:
  - Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
    - Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
  - Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN at their \$30.00 fee. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes.
- A reference list of at least three (3) projects of similar scope and complexity, including a description, name and phone contact.
- A summary of the experience of the Superintendent proposed for this project.
- A list of subcontractor's names and references.
- A copy of the Contractor's R stamp.
- Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- A proposed construction/test schedule.
- A description of the standard terms and conditions which will be in effect during the project.
- Exceptions to the specification or Owner's Contract Document.
- Acknowledgment of Addenda Number(s) \_\_\_\_\_.

*Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.*

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

### 3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

#### 10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

#### 11. GRATUITIES AND KICKBACKS.

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

#### 12. FISCAL YEAR.

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

**CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for BOILER INSPECTION AND REPAIR-SPRING 2020; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** signed and dated **[DATE OF BID]**.

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

**DRAFT**

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

Contract #

Issued:

The total cost of the Contract includes:

Base Bid: Mobilization/Demobilization	\$ .00
Labor (T&M)	.00
Sales Tax (if any)	.00
Total Base Bid	\$ .00

Option \_\_\_ Contractor

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BOILER INSPECTION AND REPAIR-SPRING 2020.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **May 4, 2020**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 7-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard,

rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**[SUCCESSFUL BIDDER]**

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

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

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

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

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

**DRAFT**

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



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**REQUEST FOR BIDS - GENERAL SPECIFICATIONS**

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: “**Boiler Inspection and Repair-Spring 2020**”. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available 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 link” through QuestCDN for a \$30.00 fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Thursday, **January 16, 2020 at 2:00 p.m. local time.** to:

Mailing Address: City Clerk  
City Hall  
P. O. Box 1968  
Grand Island, NE 68802-1968

Street Address: City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1<sup>st</sup> floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968  
Phone (308) 385-5496 / FAX (308) 385-5353*

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

**All bids must be on the bid form and must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Darrell Dorsey at 308-385-5492, for questions concerning this specification.

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Phone (308) 385-5496 / FAX (308) 385-5353*

## BOILER INSPECTION AND REPAIR SPRING 2020

### DETAILED SPECIFICATION

- I. **SCOPE:** This work will generally consist of providing labor, equipment, materials and supervision on a time and material basis to support the inspection and repair of generator components and auxiliaries equipment as needed during the Spring Outage, currently scheduled April 23, 2020 through May 7, 2020. Such work may consist of:
- Hydro testing of the boiler with inspection for tube leaks
  - Boiler tube repairs
  - Boiler tube surface preparation for UT inspection by others
  - Installation of tube shields
  - Repair of boiler tube alignment attachments
  - Removal of baffle plates in the economizer
  - Weld repair of cracks in boiler plate steel
  - Installation of test ports on the economizer exit duct
  - Support for regenerative air heater inspection and repair
- II. **OTHER WORK IN PROGRESS:** Under separate contracts, there will be numerous other contractors on site for the provision of other repair services. Some of primary contracts include:
- Precipitator cleaning with explosive charges April 24<sup>th</sup>. Will continue April 25<sup>th</sup> if needed,
  - Industrial cleaning in the boiler, bottom ash systems, duct work and spray dry absorber with hydro blasting equipment, grit blasting and vacuum trucks will be performed April 25<sup>th</sup>-28<sup>th</sup>.
  - Safety valve overhauls and replacements on the main boiler and on auxiliary equipment throughout the facility.
  - Chimney repairs and structural painting.
  - Air Heater wash April 29<sup>th</sup> through April 30<sup>th</sup>.
  - Air heater inspections and repairs May 1-4.

The Contractor shall cooperate with the Owner's representatives and other contractors on site in maintaining individual work areas, laydown and staging areas, break areas and parking areas so as to minimize interference with one another's work efforts. The Contractor shall attend periodic joint scheduling meetings to enhance communications and coordination amongst the various Contractors on site.

The Owner anticipates locating tooling and equipment for boiler work under this specification on the ground level below the boiler inside the plant and throughout all levels of the main boiler and adjacent platforms. A staging and laydown area will be provided at the ground level immediately outside the southeast corner of the unit. A break area will be provided inside the plant on the second floor.

- III. **DESCRIPTION:** The Platte Generating Station is located at 1035 W. Wildwood Drive, two miles south of Grand Island, Nebraska. The Unit 1 steam generator is a natural circulation, superheat/reheat, pulverized coal-fired boiler manufactured by ABB-CE (CE Contract No. 13477). The steam generator produces 765,000 lb/hr (MCR) of steam at 1000 F and 1800 psi which is delivered to a 100,000 kw steam turbine. Steam generator auxiliary equipment includes a vertical rotor, Ljungstrom regenerative air heater (type 27-VI-90), a United Conveyor water impounded "W" type bottom ash storage hopper, and four CE-Raymond pulverizers (type 683 RS).

- IV. INSPECTIONS AND REPAIRS: The Contractor shall perform the following inspections and repairs to the boiler and auxiliaries.
- A. Inspections: The Contractor shall perform the inspections and tube UT inspection preparations as soon as possible so that any problem areas discovered can be evaluated and repaired as required.
1. Conduct a thorough visual inspection of the accessible tube shields, hangers, alignment bars and boiler tubing along all retract sootblower paths to identify any repairs needed. Specifically identify sootblower and ash erosion damage in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> tubes in from each sootblower to such extent as feasible.
  2. Clean the tube surfaces in all areas identified for UT inspection during the visual inspection.
  3. Inspect the Penthouse and all dead air spaces for casing cracks.
- B. Non-Pressure Component Repairs: Review all repair recommendations with the Owner's representative to determine scopes of repair based on inspection results. Contractor shall perform all repairs authorized by the Owner, including but not limited to:
1. Replace tube shields that are missing. Tube shields will be furnished by the City.
  2. Repair damaged alignment bars.
  3. Repair dislodged spacer bars.
  4. Repair the casing cracks in the penthouse and dead air spaces.
  5. All other non-pressure component repairs identified and authorized by the Owner.
  6. The Contractor will receive approval from the City's representative for these repairs prior to starting, shall track all repairs and hours, and report status and hours to the City representative daily.
- C. Pressure Part Repairs: Contractor shall review all recommendations for pressure part repairs with the Owner's Representative. Those repairs authorized by the Owner will be performed by the Contractor who shall track all repairs and hours, and report status and hours to the City representative daily.
- V. MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CITY: The City shall provide the materials mentioned, including all tubing, tube shields and clips, electrical power and electrical connections, and a drinking water source. The Owner shall provide temporary, portable restroom facilities.
- VI. MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CONTRACTOR: The Contractor shall provide required hand tools, hoists, chain falls, cutting torches and gases, welding machines, welding leads and consumables, and all other equipment and materials necessary to completely perform the work.
- V. QUALIFICATIONS: The Contractor shall be a firm specializing in the installation, overhaul, repair, and maintenance of steam generating equipment used in the power generation industry. The Contractor shall be capable of fully performing the work without the assistance of City personnel, except as required for the City to identify specific repair locations. A reference list of projects of similar scope and complexity shall be provided with the bid. The Contractor shall possess a valid ASME "R" stamp and valid welding procedures as typical for utility boilers and as specifically required for welds required in these specifications. All welders shall be certified as required for the work performed and the certification documents shall be available to review at the job site. Prior to award, the Contractor shall submit procedures for all welding required in this specification to the City for review.
- VI. FIELD SUPERVISION: The Contractor shall provide an on-site Superintendent to direct the work. The Superintendent shall be thoroughly familiar with Combustion Engineering tangential boilers and auxiliary equipment, and had previous experience with projects of similar scope. A summary of the experience of the Superintendent proposed for the project shall be provided.

- VII. **SAFETY:** The Contractor shall be responsible for compliance with all safety practices as required by the regulatory agencies governing the Contractor's operations as well as any and all safety requirements of the Contractor's organization and shall submit historical evidence of such compliance. All personnel working on site will be required to participate in the plant's safety orientation prior to performing any work on site at PGS and comply with plant safety requirements.

The plant has an equipment lockout/tag out procedure to prevent the unauthorized starting of motors and the unauthorized movement of valves and dampers. The Contractor is required to use the procedure and add its own locks/tags on top of the plant lock/tags if required. *Removal of plant locks/tags is not allowed and is cause for removal from the plant site.*

- IX. **SCHEDULE:** It is expected that the boiler will be removed from service on April 23rd and hydro tested on April 24<sup>th</sup>. These dates are not guaranteed and remain subject to adjustment based on the needs of the utility.

The access to the boiler may be limited at times during the first week of the outage due to other work. The Contractor shall coordinate all work in advance with the Owner. The Contractor shall complete all work by May 4, 2020, to allow the owner to fire the unit in preparation for return to service.

There is no separate contractor entrance at the Platte Generating Station. There is one gate with a card access security system and the Contractor may request to use access cards to gain entry rather than request entry and exit each trip. There is a \$25.00 charge for each access card that is not returned.

- X. **SERVICE RATES:** The Contractor shall provide lump sum T&M not-to-exceed pricing for the scope as specified with a breakout of separate lump sum pricing for each of:

- 1 - Firm price for all Mobilization, Demobilization, Tools, Equipment, supplies, PPE, expendables, supervision and project management, overhead , fixed costs and expenses.
- 2 – A Lump sum T&M cost of labor for one crew working 10 hours per day April 24-May 4, 2020. For bidding purposes, the crew shall consist of 1 Superintendent, 1 BM General Foreman and 3 BM Journeymen.
- 3- Provide T&M rate sheets that are the basis of the costs above and which will further be used for all billing, including all modifications to the labor crew required during the performance of the work.

**The Platte Generating Station is NOT tax exempt and is subject to 7.5% sales tax. See the Nebraska Department of Revenue web site at [www.revenue.state.ne.us](http://www.revenue.state.ne.us) for contractor's tax information.**

- XI. **SUBMITTALS REQUIRED:**

A. Contractor shall submit the following documentation for review with the bid:

1. References for at least three (3) projects of a similar scope and for a similar size unit, including a description, name, and phone contact.
2. Subcontractor's names and reference lists.
3. Copy of Contractor's R stamp.
4. Superintendent's experience summary.
5. Pricing
6. Firm T&M Unit prices for additions or reductions to the bid labor hours included in the lump sum price, and for any other work added to the project for miscellaneous repairs.
7. Provide all other standard terms and conditions which will be in effect during the project.
8. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted **with the bid**, and noted on the Bid Data Form.

Time is of the essence in the evaluation of proposals, the execution of contract documents and/or issuance of a Purchase Order for the execution of the work. Submittal of proposals that include terms and conditions

unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

- XII. SITE CONTACT: All bidders shall have visited the site prior to bidding to familiarize themselves with site conditions affecting the work. To arrange a site visit or for any questions regarding this specification, contact Darrell Dorsey at 308-385-5492 or email [ddorsey@giud.com](mailto:ddorsey@giud.com).
- XIV. INSURANCE: The Contractor shall comply with the attached Insurance Requirements
- XIV. PERFORMANCE AND PAYMENT BONDS: The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

- XV. Time and Material Accounting: Contractor shall be required to maintain accurate job logs and daily time sheets detailing all work performed and expenses incurred in the same format as the bid detail submittal for T&M work. Daily time sheets shall identify all individuals by name, craft and all hours worked on each portion of the work. Such job logs and time sheets shall accurately account for all man-hours with clear separation and identification of Time, equipment and Material as required accounting for the actual work hours and expenses.

The timesheets/logs shall clearly detail the specific work that was accomplished during the shift. These sheets will be presented to the Owner's representative on a daily basis for review with the Contractor. The Owners representative will sign these documents as a record of receipt and review only. Any corrections that need to be made to such signed documents shall be implemented upon the discovery of the error and both parties shall initial the change made on the form. These records will then serve as record of the work performed and a basis for determining the final billing.



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**REQUEST FOR BIDS - SITE CONDITIONS**

**BOILER INSPECTION AND REPAIR SPRING 2020**

**Site Visit:** Bidders shall visit the site in order to inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the existing facilities, the obstacles which may be encountered, the sequence of the work, and all other relevant matters concerning the work to be performed. No extra compensation shall be allowed by reason of the failure of such bidder to fully inform themselves of said site conditions prior to the bidding. The Contractor shall employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with the City's operations and any other contractors.

A site visit may be arranged by contacting Darrell Dorsey at (308) 385-5492 or [ddorsey@giud.com](mailto:ddorsey@giud.com).

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968  
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**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

**6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

(All bids must be submitted on this form)

**BOILER INSPECTION AND REPAIR – SPRING 2020**  
**BID DATA FORM**

CITY OF GRAND ISLAND  
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide labor, equipment, materials and supervision on a time and material basis to support the inspection and repair of generator components and auxiliary equipment as needed during the Spring Outage that is currently scheduled for April 23, 2020 through May 7, 2020, FOB the City of Grand Island, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
Base Bid:	
Mobilization/Demobilization	\$ <u>21,933.00</u>
Labor (T&M)	\$ <u>68,104.00</u>
Applicable Sales tax*	\$ <u>0</u>
<b>Total Base Bid</b>	<b>\$ <u>90,037.00</u></b>

\* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Exceptions Noted - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

<u>Locke AMI</u>	<u>1-14-20</u>
Bidder Company Name	Date
<u>15705 S US 169 HWY</u>	<u>Olathe KS 66062</u>
Company Address	City State Zip
<u>Ron Cornish</u>	Signature
Print Name of Person Completing Bid	Signature
Email: <u>rcornish@lockeami.com</u>	Telephone No. <u>913-785-8500</u>

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

*Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.*

Option 1 (Section 1-017.05) \_\_\_\_\_ Option 2 (Section 1-017.06) **X** Option 3 (Section 1-017.07) \_\_\_\_\_

*If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.*

By checking this box, Bidder acknowledges the specified completion date of the project is **May 4, 2020**.

By checking this box, Bidder acknowledges that Addenda Number(s) 0 were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

Any exceptions the bidder wishes to take regarding the Owners specifications and/or contract documents must be submitted with the bid, and noted above under "Exceptions Noted". Time is of the essence in the evaluation of proposals, the execution of contract documents for the execution of the work. Submittal of proposals that include terms and conditions unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

**Proposal Clarifications & Exceptions**

1. Any welding consumables required for alloys above 316 stainless are also not included in the firm price portion of the contract as this can be very expensive and quantities are not identifiable at this time.

2. In the event that any excessive crew additions are required (greater than 5 craft people), the following cost additions shall apply

1. Costs for additional tools to support the added crew, including the mobilization/demobilization
2. Costs for an additional General Foreman from Locke AMI who may require per diem and travel time paid to/from the site
3. The ratio of fmn to craft shall be jointly determined onsite by Locke AMI and Grand Island

The number of work areas and number of craft both impact the number of foreman required

3. No scaffold material or subcontract costs are included in the firm price

4. Locke AMI's site superintendent is qualified to perform UT thickness measurements of boiler tubes. The rental cost of the UT equipment is NOT included in our firm price. In addition to the rental equipment cost, there would be a one time fee of \$250 to provide formal reporting at the completion of the project.

5. In the event that code repairs are required, Locke AMI's QC Manager time as well as the time for our AI are not included in the firm price.

6. If a night shift is required, a \$3/hr rate differential for ST is required for all craft (\$4.50 for OT and \$6 for DT)

7. Engineering time shall only be billable if specific design work and/or additional onsite inspections by one of our engineers is requested.

8. We have assumed a forklift will be available onsite to unload/reload Locke AMI's tools. We have not included this in our fixed price.

Date 1-14-20

Locke AMI LLC will not be using any subs at this point.

Locke AMI LLC work to provide a total package of products and services. Both Locke Equipment and Associated Mechanical were owned by the Locke family. Locke Equipment was established in 1973 and Associated Mechanical was established in 1981 and purchased by the Locke family in 2005. In 2018 Locke Equipment and Associated Mechanical was purchased by The Bowen Company and have combined the two company's into one called Locke AMI LLC. We still provide equipment sales, engineering services and cater to customer needs to determine what equipment will best provide a solution to the customer's inquiry. The labor arm of the organization is still in place and can install and repair any of the equipment sold by Locke AMI LLC

We have maintenance contracts at several electric utilities in the Kansas City area. We hold ASME 'R', 'S' and 'U' stamps. Locke AMI LLC has over 30 years' experience and maintains a qualified staff of union boilermakers and pipe fitters. We concentrate on industrial boilers and burners and related equipment for the industrial and power industry.

Locke AMI would like to thank you for this opportunity to provide you with our services. We would appreciate an opportunity to discuss our offer. If you have any further questions or are in need of additional information please feel free to contact us at the above locations.

Sincerely,

Ron Cornish  
Sr Project Manager / Estimator  
Office 913-815-1108  
Office Direct 913-815-1116  
Cell 913-645-4280  
Fax 913-782-8502

Approval of Pricing & Terms

-----  
Printed Name & Date

-----  
Authorized Signature & Date

**Please sign and return**

Date 1-14-20

Locke AMI LLC

Has not seen any addendums

Locke AMI LLC work to provide a total package of products and services. Both Locke Equipment and Associated Mechanical were owned by the Locke family. Locke Equipment was established in 1973 and Associated Mechanical was established in 1981 and purchased by the Locke family in 2005. In 2018 Locke Equipment and Associated Mechanical was purchased by The Bowen Company and have combined the two company's into one called Locke AMI LLC. We still provide equipment sales, engineering services and cater to customer needs to determine what equipment will best provide a solution to the customer's inquiry. The labor arm of the organization is still in place and can install and repair any of the equipment sold by Locke AMI LLC

We have maintenance contracts at several electric utilities in the Kansas City area. We hold ASME 'R', 'S' and 'U' stamps. Locke AMI LLC has over 30 years' experience and maintains a qualified staff of union boilermakers and pipe fitters. We concentrate on industrial boilers and burners and related equipment for the industrial and power industry.

Locke AMI would like to thank you for this opportunity to provide you with our services. We would appreciate an opportunity to discuss our offer. If you have any further questions or are in need of additional information please feel free to contact us at the above locations.

Sincerely,

Ron Cornish  
Sr Project Manager / Estimator  
Office 913-815-1108  
Office Direct 913-815-1116  
Cell 913-645-4280  
Fax 913-782-8502

Approval of Pricing & Terms

-----  
Printed Name & Date

-----  
Authorized Signature & Date

**Please sign and return**

# **Nicholas D. Cash**

**8527 Se PP Hwy Lawson Mo, 64089**

**Ph. (913)428-6650**

**Email: nick@amikc.com**

## **OJECTIVE**

Strive to create strong, long-lasting business relationships with current and  
Future customers in the electric and steam producing field  
And to continue to grow and gain knowledge as a boilermaker and the industry.

## **SPECIAL TRAINING/ACHEIVMENTS**

Hand selected in 2012 to compete in the Boilermaker National Apprenticeship Competition,  
Most OSHA 500/510 Certified, Completed Most Project Management Class, Perfect safety  
record for 10 years, Journeymen Local 83

## **TRADE SKILLS**

- Certified for stick, mig and tig welding
- The skills set to read, work and calculate materials from shop and architectural prints
- Layout & Fabricate
- The skills to diagnosis and locate problems to maintain efficient operations of a boiler
- Able to perform all duties required as a journeyman boilermaker
- Construction management of over 3 years
- On time and successful completion of fall and spring outage at Empire Electric/Liberty Utilities with 0 injuries as superintendent

## **EXPERIENCE**

**Associated Mechanical/Locke**  
Olathe, Ks

**May '11 to Present**

General Forman/ Superintendent

- 

**Local 83 Union Hall,**  
Kansas City, Mo

**November '07 to May '11**

Boilermaker

- Rigging
- Welding
- Layout
- Fabrication

**EDUCATION**

Graduate of Macon High School 1997

Missouri Valley 30 hours towards  
Marshall, Missouri Bachelor's Degree in Business

•

**REFERENCES:**

John Woods- Supervisor of all plant managers in the empire district 417-392-0575

Ken Conley- Retired Local 83 Boilermaker 816-225-8804

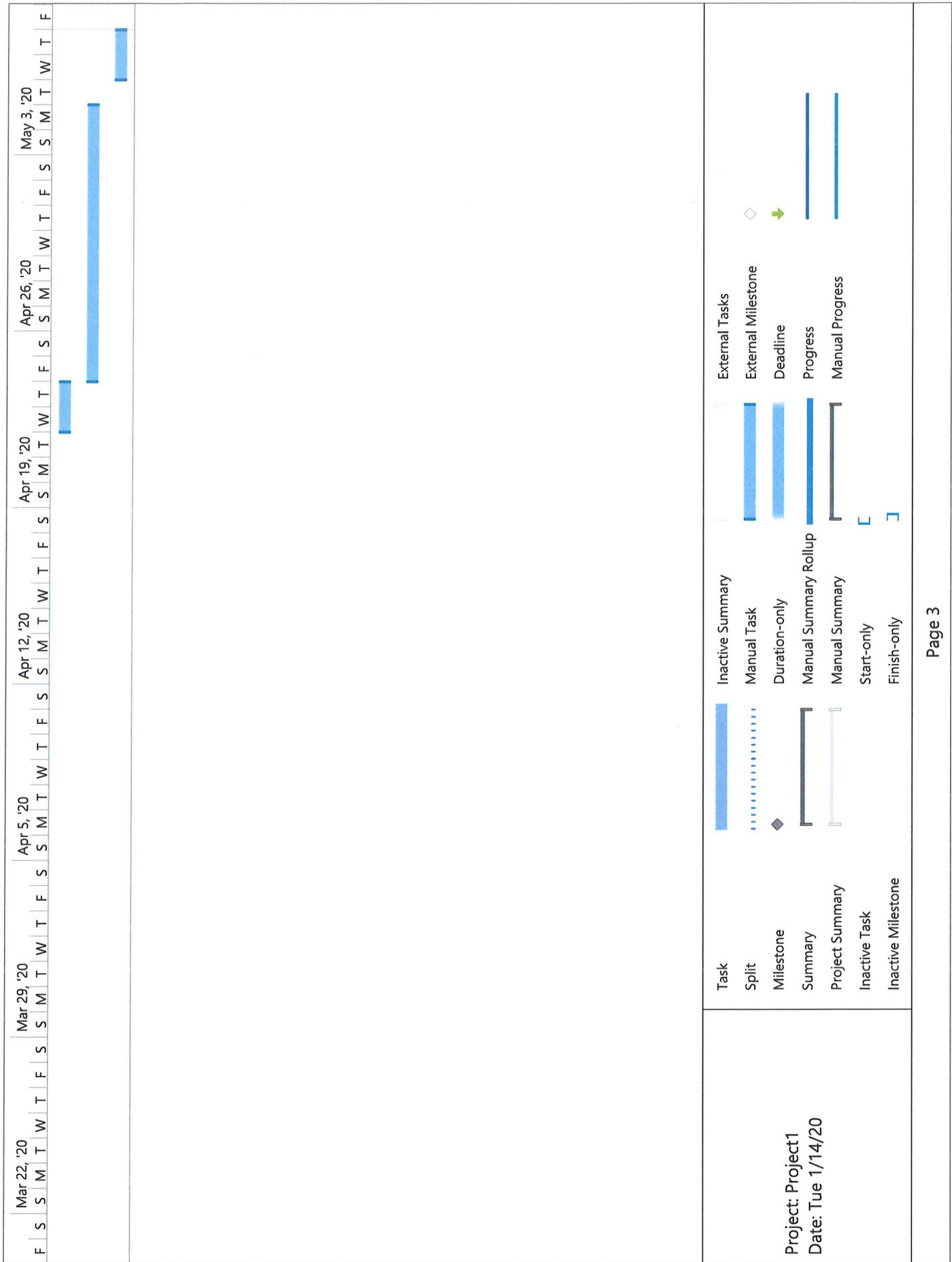
Duane Zerr- Director of outage operations Empire district Asbury, MO 417-438-2280

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	12, '20	Jan 19, '20	Jan 26, '20							
							M	T	W	T	F	S	S	M	T	W
1	★	Mob	2 days	Wed 4/22/20	Thu 4/23/20											
2	★	Outage	7 days	Fri 4/24/20	Mon 5/4/20											
3	★	Demob	2 days	Wed 5/6/20	Thu 5/7/20											

<p>Project: Project1 Date: Tue 1/14/20</p>	<p>Task</p> <p>Split</p> <p>Milestone</p> <p>Summary</p> <p>Project Summary</p> <p>Inactive Task</p> <p>Inactive Milestone</p>	<p>Inactive Summary</p> <p>Manual Task</p> <p>Duration-only</p> <p>Manual Summary Rollup</p> <p>Manual Summary</p> <p>Start-only</p> <p>Finish-only</p>	<p>External Tasks</p> <p>External Milestone</p> <p>Deadline</p> <p>Progress</p> <p>Manual Progress</p>
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## Projects and References

15705 S. US 169 Hwy | Olathe, KS 66062 | 913-815-1108

**Owner: Board of Public Utilities (Nearman Station)**

Contract Name: Maintenance Contract / Seasonal Outages

Location: 4240 N. 55<sup>th</sup> Street, Kansas City, KS 66104

Contact Name: Bill Cobb

Phone Number: 913-572-9787

Email: bcobb@bpu.com

Contract Price: \$ Varies – \$1,000,000 to \$5,000,000

**Owner: Board of Public Utilities (Quindaro Station)**

Contract Name: Install Low NOx Burners

Location: 3601 N. 12<sup>th</sup> Street, Kansas City, KS 66104

Contact Name: John Frick

Phone Number: 913-573-9339

Email: jfrick@bpu.com

Contract Price: \$8,800,000

**Owner: University of Missouri**

Contract Name: Maintenance Contract

Location: 401 E. Stewart Rd., Columbia, MO 65211

Contact Name: Harry Frank

Phone Number: 573-882-0950

Contract Price: \$ Varies

**Owner: City Utilities of Springfield**

Contract Name: Maintenance Contract

Location: 5100 W. Farm Road 164, Springfield, MO 65807

Contact Name: David Kail

Phone Number: 417-831-8411

Contract Price: \$200,000 (Estimate)

**Owner: Veolia**

Contract Name: Modify 1A Boiler/Install Superheater & Economizer

Location: 115 Grand Avenue, Kansas City, MO 64106

Contact Name: Joe Romi

Phone Number: 816-889-4900

Email: joe.romi@veolia.com

Contract Price: \$1,540,000

**Owner: Veolia**

Contract Name: Burner & Boiler Feedwater Pump Install

Location: 202 S. Frisco, Tulsa, OK 74103  
Contact Name: Alan Bennefield  
Phone Number: 918-510-3942  
Email: alan.bennefield@veolia.com  
Contract Price: \$470,000

**Owner: Veolia**

Contract Name: Boiler 6 & 8 Superheater Re-Design and Replacement  
Location: 115 Grand Avenue, Kansas City, MO 64106  
Contact Name: Joe Romi  
Phone Number: 816-889-4900  
Email: joe.romi@veolia.com  
Contract Price: \$2,515,000

**Owner: Kansas City Power & Light**

Contract Name: Expansion Joints & Gas Recirculation Duct(s)  
Location: 25166 E. 2200 Road, LyCygne, KS 66040  
Contact Name: Lance Smith  
Phone Number: 913-632-0813  
Email: lance.smith@kcpl.com  
Contract Price: \$3,335,000

**Owner: Kansas City Power & Light**

Contract Name: Auxiliary Boiler Re-Tube & Economizer Rebuild  
Location: 25166 E. 2200 Road, LyCygne, KS 66040  
Contact Name: Lance Smith  
Phone Number: 913-632-0813  
Email: lance.smith@kcpl.com  
Contract Price: \$1,670,000

**Owner: Kansas City Power & Light**

Contract Name: BMS-CCS – Rebuild B1 & B2  
Location: 1413 Lower Lake Rd., St. Joseph, MO 64504  
Contact Name: Mark Howell  
Phone Number: 816-387-6407  
Email: mark.howell@kcpl.com  
Contract Price: \$950,000

**Owner: US Gypsum**

Contract Name: Low NOx Boiler Burner  
Location: Kansas City, MO  
Contact Name: Curtis Horvath  
Email: chorvath@2usg.com  
Phone Number: 816-918-2726  
Contract Price: \$270,000

THE NATIONAL BOARD  
OF  
BOILER & PRESSURE VESSEL INSPECTORS

*Certificate of Authorization*



*This is to certify that*

**Locke AMI, LLC  
15705 S. US 169 Hwy  
Olathe, Kansas 66062  
United States**

**Acceptable Abbreviation: LAMI**

*is authorized to use the R Symbol in accordance with the provisions of the National Board Inspection Code and NB-415, Accreditation of "R" Repair Organizations.*

All activities within the scope of this Authorization shall be controlled by the above location.

The scope of this Authorization is limited to:

Metallic  
Repairs and Alterations  
At  
Shop and Field Locations



Certification Number: 1013  
Revision Date: November 19, 2018  
Issue Date: May 18, 2018  
Expiration Date: June 22, 2021

Executive Director

Effective January 1, 2020 - December 31, 2020

Time & Material Labor Rates (Day Shift)			
Classification	ST	OT	DT
Boilermaker Journeyman	\$91.26	\$135.75	\$180.23
Boilermaker Foreman	\$95.39	\$141.93	\$188.47
Boilermaker General Foreman	\$98.13	\$146.05	\$193.97
Site Superintendent	\$101.13	\$150.55	\$199.97
Senior Engineering Manager	\$116.44	\$168.83	\$221.23
Project Engineer/Drafting	\$77.63	\$112.56	\$147.49
QA/QC Manager	\$102.13	\$151.55	\$200.97

Material, Sub & Rental Markup Rates (as needed)	
Materials	Cost + 10%
Equipment Rent - 3rd Party	Cost + 10%
Subcontractors	Cost + 10%
Consumables	Cost + 10%
Travel - Flight/Rental Car	Cost + 10%
Per Diem	\$110/day
Mileage	\$0.58/mile

R1 reporting	
AI review by Hartford	\$600.00
Site Visit by Hartford	cost + 10%

Locke AMI Tools & Equipment Rental Rates	
5000# Fork Lift	\$60/day
Welders	\$25/day
Plasma Cutter	\$28/day
Air Monitor	\$15/day
Mag Drill	\$18/day
Pickup/Service/Delivery Truck	\$120/day
Delivery Trailer (doesn't include truck)	\$36/day
UT Machine	\$100/day
Mill Hogs	\$30/day
Storage Gang Boxes	\$6 day
Boilermaker Gang Box	\$12/day

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **LOCKE AMI, LLC**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for BOILER INSPECTION AND REPAIR-SPRING 2020; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Locke AMI, LLC.'s bid signed and dated January 14, 2020.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Ninety Thousand Thirty-Seven and no/100 Dollars (\$90,037.00** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid: Mobilization/Demobilization\$	21,933.00
Labor (T&M)	<u>68,104.00</u>
Total Base Bid	\$ 90,037.00

#### Option 2 Contractor

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BOILER INSPECTION AND REPAIR-SPRING 2020.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **May 4, 2020**.

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

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**LOCKE AMI, LLC**

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

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

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

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

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

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

RESOLUTION 2020-21

WHEREAS, the City of Grand Island invited sealed bids for Boiler Inspection and Repair at Platte Generating Station – Spring 2020, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 16, 2020, bids were received, opened and reviewed; and

WHEREAS, Locke AMI, of Olathe, Kansas, 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 \$90,037.00; and

WHEREAS, the bid of Locke AMI is less than the estimate for Boiler Inspection and Repair at Platte Generating Station – Spring 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Locke AMI, in the amount of \$90,037.00 for Boiler Inspection and Repair at Platte Generating Station – Spring 2020, is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-7

**#2020-22 - Approving Acquisition of Utility Easement - 3020 West  
14th Street - Van Hoosen & Stubbs**

*This item relates to the aforementioned Public Hearing item E-6.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2020 -22

WHEREAS, a public utility easement is required by the City of Grand Island from Alex Van Hoosen and Kaeli Stubbs 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 January 28, 2020, for the purpose of discussing the proposed acquisition of a five (5.0) foot utility easement located through a part of Lot Twelve (12) of Island Acres, an addition to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

The easterly five (5.0) feet of the northerly one hundred fifty-three (153.0) feet of the West Half (W1/2) of Lot Twelve (12), of Island Acres, an Addition to the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 765 square feet, more or less as shown on the plat dated 10/23/2019, 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 Alex Van Hoosen and Kaeli Stubbs on the above-described tract of land.

- - -

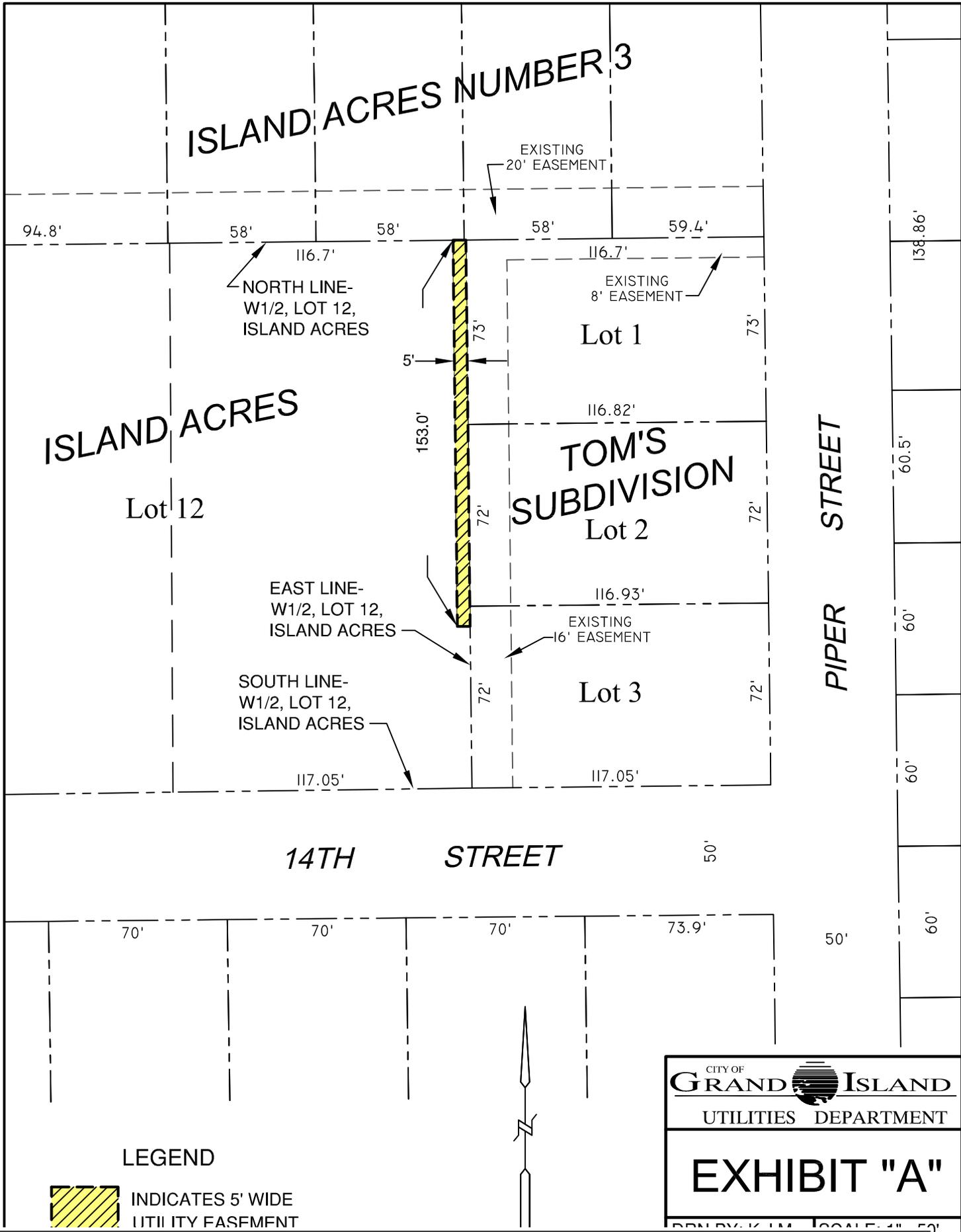
Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney





# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-8

**#2020-23 -Approving Bid Award for Asphalt Hot-Mix 2020**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Streets Superintendent  
**Meeting:** January 28, 2020  
**Subject:** Approving Bid Award for Asphalt Hot-Mix 2020  
**Presenter(s):** John Collins PE, Public Works Director

## **Background**

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

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

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

## **Discussion**

Bids were advertised on January 9, 2020 and sent to four (4) potential bidders. Two (2) bids were received and opened on January 21, 2019.

Asphalt Hot-Mix 2020  
Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	Gary Smith Construction Co. \$49.50 per ton <i>Note: upgraded binder to 58V-34</i>	J.I.L. Asphalt Paving Co. \$49.55 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	J.I.L. Asphalt Paving Co. \$45.20 per ton	Gary Smith Construction Co. \$45.50 per ton
Type A	64-22	Gary Smith Construction Co. \$48.50 per ton	No Bid
SPR Fine	64-22	J.I.L. Asphalt Paving Co. \$46.60 per ton	No Bid
Type B	64-22	Gary Smith Construction Co. \$45.00 per ton	J.I.L. Asphalt Paving Co. \$45.00 per ton
Type C	64-22	Gary Smith Construction Co. \$55.00 per ton	No Bid

### Alternatives

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

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

### Recommendation

City Administration recommends that the Council approve the purchase of Asphalt Hot-Mix 2020 according to the bid award recommendation.

### Sample Motion

Move to approve the purchase of the Asphalt Hot-Mix 2020 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 21, 2020 at 2:00 p.m.  
**FOR:** Asphalt Hot-Mix for 2020  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$70.00/Ton  
**FUND/ACCOUNT:** 21033503-85547  
**PUBLICATION DATE:** January 9, 2020  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>J.I.L. Asphalt Paving Co.</u></b> Grand Island NE	<b><u>Gary Smith Construction</u></b> Grand Island NE
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>		
Type SPR:	\$49.55 per ton	\$49.50 per ton
SPR with 64-22:	\$45.20 per ton	\$45.50 per ton
Type A 64-22:	no bid	\$48.50 per ton
SPR Fine 64-22:	\$46.60 per ton	no bid
Type B 64-22:	\$45.00 per ton	\$45.00 per ton
Type C 64-22:	no bid	\$55.00 per ton

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assit.  
Patrick Brown, Finance Director  
Shannon Callahan, Street Supt.

**P2177**

R E S O L U T I O N 2020-23

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2020, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 21, 2020 bids were received, opened and reviewed; and,

WHEREAS, Gary Smith Construction Co. and J.I.L. Asphalt Paving Co. submitted responsible bids within the bid specifications for Asphalt Hot-Mix 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for asphalt hot-mix purchased in the 2020 calendar year, are hereby approved;

Asphalt Hot-Mix 2020  
Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	Gary Smith Construction Co. \$49.50 per ton <i>Note: upgraded binder to 58V-34</i>	J.I.L. Asphalt Paving Co. \$49.55 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	J.I.L. Asphalt Paving Co. \$45.20 per ton	Gary Smith Construction Co. \$45.50 per ton
Type A	64-22	Gary Smith Construction Co. \$48.50 per ton	No Bid
SPR Fine	64-22	J.I.L. Asphalt Paving Co. \$46.60 per ton	No Bid
Type B	64-22	Gary Smith Construction Co. \$45.00 per ton	J.I.L. Asphalt Paving Co. \$45.00 per ton
Type C	64-22	Gary Smith Construction Co. \$55.00 per ton	No Bid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form    ✕ _____ January 24, 2020        ✕ City Attorney
---



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-9

**#2020-24 - Approving Bid Award for Concrete Ready-Mix for 2020**

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent  
**Meeting:** January 28, 2020  
**Subject:** Approving Bid Award for Concrete Ready-Mix for 2020  
**Presenter(s):** John Collins PE, Public Works Director

## Background

On January 9, 2020 the Street Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with in-house concrete repairs throughout the 2020 calendar year. The concrete ready-mix is used by the City's concrete patching crew.

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

## Discussion

Two (2) bids were received and opened on January 21, 2020. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions.

Concrete Ready-Mix 2020  
Bid Award Recommendation

<b>Primary Award</b>	<b>Secondary Award</b>
Gerhold Concrete Company, Inc. \$107.00 per cubic yard	Consolidated Concrete \$111.75 per cubic yard

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of Concrete Ready-Mix 2020 according to the bid award recommendation.

## **Sample Motion**

Move to approve the purchase of Concrete Ready-Mix 2020 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 21, 2020 at 2:15 p.m.  
**FOR:** Concrete Ready Mix for 2020  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$125.00 per cubic yard  
**FUND/ACCOUNT:** 21033503 85547  
**PUBLICATION DATE:** January 9, 2020  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<b><u>Gerhold Concrete Company, Inc.</u></b> Grand Island, NE	<b><u>Consolidated Concrete Co.</u></b> Hastings, NE
<b>Bid Price:</b>	<b>\$107.00 per cubic yard</b>	<b>\$111.75 per cubic yard</b>

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Asst.  
Patrick Brown, Finance Director  
Shannon Callahan, Street Supt.

**P2178**

R E S O L U T I O N   2020-24

WHEREAS, the City of Grand Island invited sealed bids for furnishing Concrete Ready-Mix for 2020 for the Streets Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on January 21, 2020, bids were received, opened and reviewed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for concrete ready-mix purchased in the 2020 calendar year, are hereby approved;

Concrete Ready-Mix 2020  
Bid Award Recommendation

Primary Award	Secondary Award
Gerhold Concrete Company, Inc. \$107.00 per cubic yard	Consolidated Concrete \$111.75 per cubic yard

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form    ✕ _____ January 24, 2020        ✕ City Attorney
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# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-10

**#2020-25 - Approving Bid Award for Road Gravel 2020**

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

# Council Agenda Memo

**From:** Shannon Callahan, Streets Superintendent  
**Meeting:** January 28, 2020  
**Subject:** Approving Bid Award for Road Gravel 2020  
**Presenter(s):** John Collins PE, Public Works Director

## Background

Gravel is placed by the Streets Division on gravel roads typically once every two years or as-needed. The need for gravel can vary based on traffic volumes, weather, or construction activities. The Streets Division used approximately 1,300 tons of gravel in the 2019 Calendar Year.

## Discussion

Bids were advertised on January 9, 2020 and sent to two (2) potential bidders. One (1) bid was received and opened on January 21, 2020.

	<b>Primary Award</b>
<b>Road Gravel</b>	Hooker Brothers Sand & Gravel \$9.00 per ton

It was desired to award a primary and secondary bid for more than one stock pile location so the material can be purchased in the event the other location(s) are shut down, material is unavailable, or hauling distance is too far. With only one bid received this wasn't possible.

## 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 Road Gravel 2020 according to the bid award recommendation.

## **Sample Motion**

Move to approve the purchase of the Road Gravel 2020 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 21, 2020 at 2:30 p.m.  
**FOR:** Road Gravel for 2020  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$20.00/ton  
**FUND/ACCOUNT:** 21033503-85547  
**PUBLICATION DATE:** January 9, 2020  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

**Bidder:** Hooker Brothers Sand & Gravel  
Grand Island NE  
**Exceptions:** None  
**Bid Price:** \$9.00 per ton

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Asst.  
Patrick Brown, Finance Director  
Shannon Callahan, Street Supt.

**P2179**

R E S O L U T I O N   2020-25

WHEREAS, the City of Grand Island invited sealed bids for furnishing Road Gravel for 2020, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 21, 2020 bids were received, opened and reviewed; and,

WHEREAS, Hooker Brothers Sand & Gravel submitted a responsible bid within the bid specifications for Road Gravel 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bid for road gravel purchased in the 2020 calendar year, is hereby approved;

<b>Road Gravel</b>	<b>Primary Award</b>
	Hooker Brothers Sand & Gravel \$9.00 per ton

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form    ✕ _____ January 24, 2020        ✕ City Attorney
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# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-11

**#2020-26 - Approving Bid Award for Crushed Rock for 2020**

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

# Council Agenda Memo

**From:** Jeff Wattier, Solid Waste Superintendent  
**Meeting:** January 28, 2020  
**Subject:** Approving Bid Award for Crushed Rock for 2020  
**Presenter(s):** John Collins PE, Public Works Director

## Background

On January 9, 2020 the Solid Waste Division of the Public Works Department advertised for bids for the purchase of Crushed Rock for 2020 to be used as stabilization for the roadway at the landfill throughout the 2020 calendar year.

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

## Discussion

Three (3) bids were received and opened on January 22, 2020. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions.

Crushed Rock for 2020  
Bid Award Recommendation

<b>Material</b>	<b>Primary Award</b>	<b>Secondary Award</b>
3" Minus Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$25.70 per ton	Blessing Construction \$27.50 per ton
4" - 6" Coarse Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$32.25 per ton	Blessing Construction \$32.50 per ton
47-B Limestone Rock Delivered	Southwest Gravel Products, LLC \$35.90 per ton	Blessing Construction \$36.00 per ton

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of Crushed Rock for 2020 according to the bid award recommendation.

## **Sample Motion**

Move to approve the purchase of Crushed Rock for 2020 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 22, 2020 at 2:00 p.m.  
**FOR:** Crushed Rock for 2020  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$32.00/ton (3" minus Crushed Concrete Delivered)  
\$39.00/ton (4"-6" Coarse Crushed Concrete Delivered)  
\$38.00/ton (47-B Limestone Rock Delivered)  
**FUND/ACCOUNT:** 50530043-85545  
**PUBLICATION DATE:** January 9, 2020  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

**Bidder:** Blessing Construction                      Dobesh Land Leveling  
Kearney, NE    Grand Island, NE

**Bid Price:**  
3" Crushed:            \$27.50 per ton                      \$25.70 per ton  
4"-6" Coarse:        \$32.50 per ton                      \$32.25 per ton  
47-B Limestone:    \$36.00 per ton                      No Bid

**Bidder:** Southwest Gravel Products, LLC  
Axtell, NE

**Bid Price:**  
3" Crushed:            No Bid  
4"-6" Coarse:        No Bid  
47-B Limestone:    \$35.90 per ton

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Asst.  
Patrick Brown, Finance Director  
Jeff Wattier; Solid Waste Supt.

**P2180**

RESOLUTION 2020-26

WHEREAS, the City of Grand Island invited sealed bids for furnishing and delivering Crushed Rock for 2020 for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on January 22, 2020, bids were received, opened and reviewed; and

WHEREAS, Dobesh Land Leveling, LLC, Blessing Construction, and Southwest Gravel Products, LLC submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for crushed rock purchased in the 2020 calendar year, are hereby approved;

Crushed Rock for 2020  
Bid Award Recommendation

Material	Primary Award	Secondary Award
3" Minus Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$25.70 per ton	Blessing Construction \$27.50 per ton
4" - 6" Coarse Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$32.25 per ton	Blessing Construction \$32.50 per ton
47-B Limestone Rock Delivered	Southwest Gravel Products, LLC \$35.90 per ton	Blessing Construction \$36.00 per ton

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form    ✕ _____ January 24, 2020        ✕ City Attorney
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# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-12

**#2020-27 - Approving Purchase of One (1) Asphalt Hot-Box for the Streets Division of the Public Works Department**

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent

**Meeting:** January 28, 2020

**Subject:** Approving Purchase of One (1) Asphalt Hot-Box for the Streets Division of the Public Works Department

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

## Background

The Streets Division is responsible for maintaining roadways in a safe manner and an important part of this operation is pothole patching. A cold patch asphalt mix is used to patch potholes throughout the year. During the winter months there are a greater number of potholes and the low temperatures require the cold patch mix to be heated to remain in a workable condition.

The Streets Division currently uses a homemade system to heat the cold patch material. This system is comprised of a trailer with a tarp and tube that is connected to the towing vehicle's exhaust system. The exhaust produces the heat and the tarp is used to retain as much of that heat as possible. This system is in need of repairs and is not as effective in the very cold months as during warmer months. It is anticipated that the axles of this trailer can be salvaged, with the remainder of the trailer scrap.



*Existing cold patch trailer setup with hose connected to exhaust for heat source.*

For these reasons, the Streets Division has been researching other methods including asphalt hot boxes. An asphalt hot box is a fully enclosed unit with its own heating source and thermostat. This allows the temperature of the box to be controlled based on the weather conditions and amount of material. Most hot boxes also feature a dump box which allows the asphalt mix to be gravity fed to the opening or chute.

As part of this research, a Falcon Hot Box was rented to ensure it would meet the City's needs. This unit has been used for several weeks and has worked extremely well compared to our existing method.



*New Falcon 2-Ton Transporter Asphalt Hot Box*

The Streets Division of the Public Works Department has budgeted funds for a new Snow Heaver in the 2019/2020 Fiscal Year but is recommending a portion of these funds be used to purchase an Asphalt Hot Box instead.

## **Discussion**

To meet competitive bidding requirements, the Streets Division obtained pricing for a new Asphalt Hot Box from State of Nebraska Contract No 14934 OC that was awarded to/referenced the (NJPA) Sourcewell Contract No. 052417-FRM awarded to Falcon Road Maintenance Equipment, Inc.; with Logan Contractors Supply of Omaha, NE assigned as our authorized dealer.

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

Per the Sourcewell Contract No. 052417-FRM, the price for the new Falcon 2-Ton Transporter Asphalt Hot Box that meets the City's specifications will be \$30,778.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of a new Falcon 2-Ton Transporter Asphalt Hot Box from Logan Contractors Supply of Omaha, NE for a net purchase price of \$30,778.00.

## **Sample Motion**

Move to approve the purchase of a new Falcon 2-Ton Transporter Asphalt Hot Box from Logan Contractors Supply of Omaha, NE for a net purchase price of \$30,778.00.

R E S O L U T I O N 2020-27

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance, cooperative purchasing group was utilized to secure competitive bids for a new Asphalt Hot Box by the Streets Division of the Public Works Department; and

WHEREAS, Sourcewell Contract No. 052417-FRM was awarded to Falcon Road Maintenance Equipment, Inc. and authorized Logan Contractors Supply of Omaha, NE to offer said contract pricing to the City of Grand Island, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of a new Falcon 2-Ton Transporter Asphalt Hot Box from Logan Contractors Supply of Omaha, NE for a purchase price of \$30,778.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment for the Falcon 2-Ton Transporter Asphalt Hot Box from Logan Contractors Supply of Omaha, NE of Grand Island, NE is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
January 24, 2020        ✕ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-13

**#2020-28 - Approving Supplemental Agreement No. 1 with NDOT and Olsson Associates for Preliminary Engineering Services for Five Points Intersection in Grand Island**

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

# Council Agenda Memo

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

**Meeting:** January 28, 2020

**Subject:** Approving Supplemental Agreement No. 1 with NDOT and Olsson Associates for Preliminary Engineering Services for Five Points Intersection in Grand Island

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

## Background

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

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

Public Works applied for Nebraska Department of Transportation (NDOT) safety funds to help with costs of the 5 Points intersection improvements. The project was selected as a NDOT safety project, with Federal-aid funding available through NDOT. The federal share payable on any portion of a local federal-aid project is a maximum of 80% of the eligible participating costs, while the Local Public Agency (LPA) is responsible for the remaining 20% as well as all other nonparticipating or ineligible costs of the project. The current estimate of this project is \$2,680,000.00, with the LPA share being \$980,000.00 at this time, and the Federal share payable capped at \$1,700,000.00 currently.

The project will consist of geometric improvements and roundabout, which will right size the lane configuration to optimize safety and efficiency, and meet the Federal Highway Administration (FHWA) safety program requirements.

On October 9, 2018, via Resolution No. 2018-291 the City entered into an agreement with Olsson Associates, Inc. for engineering consulting services for the Grand Island Five Points Intersection project. The work was to be performed at actual costs with a maximum amount of \$361,475.00.

All agreements must be approved by the City Council.

### **Discussion**

The original agreement with Olsson, Inc. and the City is now being supplemented to allow for subsurface investigation to assess the presence of contamination in soil and determine mitigation.

The original agreement is amended with the total agreement amount increased from \$361,475.00 to \$383,075.00, an increase of \$21,600.00 which the Consultant must not exceed without the prior written approval of the LPA. The City's estimated share will increase from \$72,295.00 to \$76,615.00, an increase of \$4,320.00.

### **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 a resolution authorizing the Mayor to sign the Supplemental Agreement No. 1.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2020-28  
PRELIMINARY ENGINEERING SERVICES AGREEMENT  
SUPPLEMENTAL AGREEMENT NO. 1- BK1842

CITY OF GRAND ISLAND  
RESOLUTION NO. 2020-28

**WHEREAS:** City of Grand Island and Olsson, Inc., have previously executed a Preliminary Engineering Services Agreement (BK18412) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

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

**WHEREAS:** City of Grand Island and Olsson, Inc. wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be it Resolved:** by the City Council of the City of Grand Island, Nebraska that:

Roger G. Steele, Mayor of City of Grand Island is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No.1 between the City of Grand Island and Olsson, Inc.

NDOT Project Number: HSIP-5409(3)  
NDOT Control Number: 42863  
NDOT Project Description: Five Points Intersection in Grand Island

Adopted this 28th day of January, 2020 at Grand Island, Nebraska.

The City Council of City of Grand Island, Nebraska:

Vaugh Minton  
Jeremy Jones  
Clay Schutz  
Mark Stelk  
Jason Conley

Julie Hehnke  
Mitchell Nickerson  
Mike Paulick  
Chuck Haase  
Justin Scott

Board/Council 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:

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

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-14

**#2020-29 - Approving Amendment to the Parks and Recreation Department Fee Schedule Relative to Golf and Recreation Divisions.**

Staff Contact: Todd McCoy

# Council Agenda Memo

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

**Meeting:** January 28, 2020

**Subject:** Approving Amendment to the Parks and Recreation Fee Schedule Relative to Golf and Recreation Divisions

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

## Background

On July 9, 2019 by Resolution 2019-209 City Council approved the Fee Schedule for fiscal 2019/2020.

A few minor changes were identified to make the collection of fees more efficient.

## Discussion

Proposed fee changes include:

- The 18-hole golf fee was mistakenly omitted from the approved fee schedule. Insert **\$23.50 18-hole golf fee**.
- Including tax the \$3.25 golf season pass capital maintenance fee totals \$3.49. It was requested from the golf pro to increase **capital maintenance fee to \$3.26** so the total equals an even \$3.50.
- The golf 'add 9-hole' rate was set at \$7.00. However, the new 9-hole rate and 18-hole rate do not match the \$7.00 fee. To make the fee consistent it is recommended to change the **18-hole senior rate to \$21.50**, the **18-hole junior rate to \$18.50**, and the **18-hole weekend rate to \$26.00**.
- The youth program fee was increased from \$0-\$100 to \$25-100. After closer review City Recreation staff recommends changing the **youth program fee to \$5-\$100**. The Recreation Division offers several short basic programs that \$25.00 is not justified.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the City Council amend the fee structure to make the collection of fees more efficient.

## **Sample Motion**

Move to approve the amendment to the 2019/2020 fee structure.

## Fee Schedule for FY2019-2020 Budget Year for Parks & Recreation

Order	2018	2019	2020
<b>PARKS AND RECREATION DEPARTMENT</b>			
<b>CEMETERY DIVISION</b>			
<b>Open/Close Grave (per burial)</b>			
<b>**oversize vault - add \$150.00**</b>			
Urn Vault over 16" x 16" - Add \$50.00			
Adult	750.00	750.00	800.00
Child	310.00	310.00	325.00
Ashes	260.00	260.00	275.00
Columbarium	205.00	205.00	225.00
<b>Saturday Open/Close (per burial)</b>			
Adult	850.00	850.00	900.00
Child	350.00	350.00	375.00
Ashes	300.00	300.00	375.00
Columbarium	235.00	235.00	250.00
<b>Burial Space</b>			
One	750.00	750.00	800.00
Two	1500.00	1500.00	1600.00
One-Half Lot (4 or 5 spaces)	3000.00	3000.00	3200.00
Full Lot (8 or 10 spaces)	6000.00	6000.00	6400.00
Babyland	155.00	155.00	160.00
Cremation Space - Section J	350.00	350.00	400.00
Transfer Deed (each new deed)	50.00	50.00	60.00
Columbarium 12x12 Niche - Single	625.00	625.00	650.00
Columbarium 12x12 Niche - Double	825.00	825.00	850.00
Columbarium Emblem Engraving (NEW)			25.00
<b>Burial Space w/flat markers in Section J</b>			
One	625.00	625.00	650.00
Two	1250.00	1250.00	1300.00
One-half lot (4-5 spaces)	2500.00	2500.00	2600.00
Full lot (8-10 spaces)	5000.00	5000.00	5200.00
Cremation Space	325.00	325.00	400.00
Headstone Flagging Fee	35.00	35.00	40.00
<b>RECREATION DIVISION</b>			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions			
<b>Volleyball Program</b>			
Sports League/Tournaments - Per Team	\$100.00 - 650.00 per session	\$100.00 - 650.00 per session	\$125.00 - 650.00 per session
<b>Basketball Program</b>			
League Play - Per Team***			
<b>Flag Football Program</b>			

League Play - Per Team***			
***Volleyball, Basketball and Flag Football program and tournament fees determined by the number of teams signed up to play.			
<b>Playground &amp; miscellaneous Programs &amp; camps</b>	0-100.00	0-100.00	<del>25.00-100.00</del> /5.00-100.00
Kinder camp & Playground Pals	10.00 per participant	10.00 per participant	12.00 per participant
Authorized Provider Red Cross Courses	\$25 - \$200	\$25 - \$200	\$30 - \$200
Lifeguard Training*			
Lifeguard Instructor Training*			
Water Safety Instructor Training*			
Lifeguard Refresher Course*			
Professional CPR Training*			
Professional CPR Recertification*			
*Plus any additional/increases assessed by the Red Cross			
Stolley Park Picnic Shelter (1/2 day)	25.00	30.00	30.00
Stolley Park Picnic Shelter (all day)	50.00	60.00	60.00
Stolley Park Kitchen (1/2 day)	25.00	30.00	30.00
Stolley Park Kitchen (all day)	50.00	60.00	60.00
Athletic Field Rental (per field)	50.00	50.00	55.00
Athletic Field Preparation (1 time) per field	50.00	50.00	55.00
Athletic Field Preparation Additional services per field	25.00-200.00	25.00-200.00	30.00-200.00
Youth league per field per day	30.00	15.00	15.00
Adult/Select team league per field per day	50.00	35.00	35.00
Online reservation practice time per field	10.00/hour	10.00/hour	12.00/hour
Soccer Recreational League Field Setup Fee per field		90.00	100.00
Soccer Select and Adult League Field Setup Fee per field		150.00	165.00
<b>AQUATICS</b>			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions			
<b>Lincoln Pool</b>			
Daily Fees - ages 4 & under w/paying adult	Free	Free	Free
Daily Fees - ages 5 to 15	3.00	3.00	3.00
Daily Fees - ages 16 to 54	4.00	4.00	4.00
Daily Fees - ages 55 & Over	3.00	3.00	3.00

Lincoln Swimming Lessons per person/ per session	30.00	30.00	35.00
<b>Season Passes</b>			
Ages 4 and under	free	free	Free
Youth ages 5-15	40.00	40.00	45.00
Adult ages 16-54	50.00	50.00	55.00
Senior age 55+	40.00	40.00	45.00
Single parent family	90.00	90.00	95.00
Family	115.00	115.00	125.00
Private Pool Rental	150.00 per hour	150.00 per hour	175.00 per hour
<b>WATER PARK</b>			
Locker/Life Jacket Rental	2.00/daily 3.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license	3.00/daily 2.00 deposit or driver's license
Inner Tube Rental - Single	3.00/daily 1.00 deposit	3.00/daily 1.00 deposit	4.00/daily 1.00 deposit
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	5.00/daily 1.00 deposit
<b>Daily Fees</b>			
Children age 4 & under w/paying adult	Free	Free	Free
Children ages 5 to 15	7.00	7.00	8.00
Adults ages 16 to 54	8.00	8.00	9.00
Adults age 55 and over	7.00	7.00	8.00
Family One Day Pass (Family includes two adults and up to four children)	24.00	24.00	30.00
<b>Season Passes</b>			
Children ages 5 to 15	75.00	75.00	80.00
Adults ages 16 to 54	85.00	85.00	90.00
Adults age 55 and over	75.00	75.00	80.00
Husband or Wife and Family	160.00	160.00	170.00
Family	190.00	190.00	200.00
Replace Season Pass	5.00	5.00	10.00
<b>Gold Season Passes</b>			
Children ages 5 - 15	95.00	95.00	100.00
Adults age 16 to 54	105.00	105.00	110.00
Adults age 55 and over	95.00	95.00	100.00
Husband or Wife and Family	200.00	200.00	210.00
Family	235.00	235.00	250.00
<b>Group Fees - Age Group</b>			
10-29 people 5 to 15	6.75	6.75	7.00
10-29 people 16 to 54	7.75	7.75	8.00
10-29 people 55 and over	6.75	6.75	7.00
30-59 people 5 to 15	6.50	6.50	6.75
30-59 people 16 to 54	7.50	7.50	8.00
30-59 people 55 and over	6.50	6.50	6.75
60+ people 5 to 15	6.25	6.25	6.50
60+ people 16 to 54	7.25	7.25	7.50
60+ people 55 and over	6.25	6.25	6.50

<b>Consignment Program - Island Oasis</b>			
Age 5-15	5.50	5.50	5.75
Age 16-55	6.50	6.50	6.75
55 - Over	5.50	5.50	5.75
Family	22.00	22.00	25.00
Pool Rental	475.00/1 hr includes use of inner tubes	475.00/1 hr includes use of inner tubes	500.00/1 hr includes use of inner tubes
All day facility rental 12:00 - 9:00 pm	15000.00	15000.00	15000.00
Swimming Lessons	30.00 per session	30.00 per session	35.00 per session
Souvenir Stand items	1.00-20.00	1.00-20.00	2.00-20.00
Concession Stand Items	.50-15.00	.50-15.00	1.00-15.00
<b>GOLF COURSE</b>			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.			
<b>Weekday Golfing</b>			
Seniors 55 and older (weekdays & after 1:00 on weekends)			
9 holes - Seniors 55 and older	14.00	14.00	14.50
18 holes - Seniors 55 and older	20.50	20.50	21.00 /21.50
9 holes	16.00	16.00	16.50
Additional 9 holes	6.50	6.50	7.00
18 holes	22.50	22.50	23.50
Junior Golf-9 holes	11.00	11.00	11.50
Junior Golf-18 holes	17.50	17.50	18/18.50
9 holes weekend/holidays	18.50	18.50	19.00
18 holes weekend/holidays	25.00	25.00	27/26.00
Ages 15 and under w/ a paying adult	2.80	2.80	5.00
9 Hole Twilight Rate w/cart	15.00	15.00	18.00
<b>Passes (annual) Purchased from December 1 through January 31</b>			
Adult Seven Day	530.00	530.00	550.00
Additional Family Member	233.00	233.00	245.00
Family Pass	762.00	762.00	775.00
Adult Five Day Pass (Mon-Fri only)	400.00	400.00	425.00
Junior/Student 7 day pass includes full time college students	192.00	192.00	205.00
Senior 7 Day Pass (55 & Older)	333.00	333.00	350.00
<b>Passes (annual) Purchased from February 1 through June 30</b>			
Adult Seven Day	590.00	590.00	610.00
Additional Family Member	260.00	260.00	270.00
Family Pass	849.00	849.00	880.00
Adult Five Day Pass (Mon-Fri only)	443.00	443.00	465.00
Junior/Student 7 day pass includes full time college students	209.00	209.00	220.00

Senior 7 Day Pass (55 & Older)	366.00	366.00	385.00
Golf Car Pass, per rider	515.00	515.00	535.00
<b>Passes (annual) Purchased from July 1 through November 30</b>			
Adult Seven Day	295.00	295.00	305.00
Additional Family Member	130.00	130.00	135.00
Family Pass	424.00	424.00	440.00
Adult Five Day Pass (Mon-Fri only)	222.00	222.00	235.00
Junior/Student 7 day pass includes full time college students	117.00	117.00	125.00
Senior 7 Day Pass (55 & Older)	195.00	195.00	205.00
Golf Car Pass, per rider	258.00	258.00	270.00
<b>Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)</b>	2.80	2.80	3.25 /3.26
<b>Cart Rental</b>			
9 holes, per rider	11.00	11.00	11.50
18 holes, per rider	16.00	16.00	16.50
Golf Cart Punch Cards - 9 holes	135.00	135.00	140.00
Golf Cart Punch Cards - 18 holes	211.00	211.00	220.00
Ages 15 and under with paying adult	No Cost	No Cost	No Cost
<b>Group Fees/Discount Booklets</b>			
25 - Rounds	460.00	460.00	475.00
50 - Rounds	865.00	865.00	900.00
<b>Green Fee Discounts for large groups</b>			
25-49 people	5%	5%	5.0%
50-100 people	10%	10%	10.0%
Over 100 people	15%	15%	15.0%
<b>HEARTLAND PUBLIC SHOOTING PARK</b>			
The Parks & Recreation Director shall establish fees for			
Archery (Adult) Practice range	7.50	7.50	7.75
Archery (Youth) Practice range	5.00	5.00	5.25
Archery (Adult) 3D Short Course	15.00	15.00	15.50
Archery (Adult) 3D Long Course	20.00	20.00	20.50
Archery (Youth) 3D Short Course	8.00	8.00	9.00
Archery (Youth) 3D Long Course	10.00	10.00	11.00
Archery Family Annual Pass	225.00	225.00	235.00
Archery Adult Annual Pass	130.00	130.00	140.00
Archery Youth Annual Pass	70.00	70.00	80.00
Archery Punch Card: 6 visits short course	75.00	75.00	80.00
Archery Punch Card: 6 visits long course	100.00	100.00	105.00
Adult Skeet/trap per round (25 targets/round)	6.75	6.75	7.00

Skeet/Trap - Youth Rate (age 18 & under)	5.25	5.25	5.50
Skeet/Trap Punch Card rate - 12 rounds @ 6.67/round	75.75	75.75	78.75
Adult Sporting Clays per round (50 targets/round)	19.00	19.00	19.50
Adult Sporting Clays per round (100 targets/round)	34.50	34.50	35.50
Sporting Clays - Punch Card rate - 6 rounds @ 18.33 /round	103.00	103.00	106.00
Youth Sporting Clays per round (50 target/round)	14.00	14.00	14.50
Youth Sporting Clays per round (100 target/round)	28.00	28.00	29.00
Counters - Trap/Skeet (per target)	0.21	0.21	0.25
Counters - Sporting clays (per target)	0.31	0.31	0.32
Adults 5 Stand per round (25 targets/round)	7.50	7.50	7.75
Youth 5 Stand per round (25 targets/round)	5.50	5.50	5.75
Daily fee Rifle/Handgun Adult per hour	12.00	12.00	12.75
Daily fee Rifle/Handgun Adult per day	15.00	15.00	16.00
Daily fee Rifle/Handgun Youth	7.50	7.50	8.00
3D Archery Short Range Punch Card (6 days)	75.00	75.00	80.00
3D Archery Long Range Punch Cards (6 days)	100.00	100.00	105.00
Family Pass Rifle/Handgun (12 months)	195.00	195.00	200.00
.22 Rimfire Range Adult			
.22 Rimfire Range Youth			
Rifle Range Rental w/o RSO (Law Enforcement per day)	105.00	105.00	110.00
Rifle Range Rental with RSO (Law Enforcement per day)	210.00	210.00	220.00
Rifle Range Rental w/o RSO (Business Rate per day)	525.00	525.00	550.00
Rifle Range Rental with RSO (Business Rate per day)	630.00	630.00	655.00
Golf Cart Rental per round (per rider)	7.00	7.00	8.00
Golf Cart Rental per half day	25.00	25.00	30.00
Golf Cart Rental per day (4 rider limit)	50.00	50.00	60.00
Range time for Instructors with staff 5 per student minimum charge	21.00	21.00	22.00
Range time for Instructors without staff per student with no minimum	15.75	15.75	16.00
Classroom Rental (Shooting Sports Educational per day)	105.00	105.00	110.00
Classroom Rental (Business Rate per day)	210.00	210.00	225.00
Classroom Rental with associated shooting event	N/C	N/C	N/C
Camping with electricity/water (per night)	35.00	35.00	37.00
Camping during events (per night)	45.00	45.00	47.00
Camping for Youth no water/electricity (per night)	5.00	5.00	5.00

Camping no water/electricity (per night)	10.00	10.00	12.50
Off hours Law enforcement training (annual)	1785.00	1785.00	1850.00
High School team practice (per target)	0.15	0.15	0.16
<b>**HPSP reserves the right to adjust trap, skeet and sporting clay fee's in relation to clay target costs**</b>			
<b>Stolley Park Train</b>			
Individual Rates			
Ages 2 and under w/paying adult	Free	Free	Free
Ages 2 & 3 w/paying adult			
Single rider (4 and over)	2.00	3.00	3.00
10 Ride Punch Card	17.50	17.50	20.00
25 Ride Punch Card	37.50	37.50	50.00
50 Ride Punch Card	62.50	62.50	75.00
Unlimited rides	100.00/hour	100.00/hour	150.00/hour
Group Rates			
10 to 24 Riders	1.75 each	1.75 each	Eliminate
25 - 49 Riders	1.50 each	1.50 each	Eliminate
50 + Riders	1.25 each	1.25 each	Eliminate
<b>Community Fieldhouse</b>			
<b>Admission &amp; Rental Prices</b>			
Drop In:			
Children under 2	Free	Free	Free
Children (2-4)	2.00	2.00	2.25
Youth (5-15) & Seniors (55 & older)	4.00	4.00	5.00
Adults (16-54)	6.00	6.00	6.25
Student Pass Discount ( <b>Ages 16 and over w/student ID</b> )	5.00	5.00	5.25
<b>City League Families "Game Night" &amp; Before 5 pm Mon - Fri</b>			
Children under 2	Free	Free	Eliminate
Children (2-4)	1.00	1.00	Eliminate
Youth (5-18) & Seniors (55 & older)	3.00	3.00	Eliminate
Student Pass (Ages 16 and over w/ student ID)	4.00	4.00	Eliminate
Adults	5.00	5.00	Eliminate
(use of entire facility as long as area not previously reserved)			
<b>Rental (Hourly)</b>			
Full Turf Field (Primary hours)	110.00	110.00	115.00
Full Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00 - 12:00	82.00	82.00	86.00
Full Turf Field Tournament (6 hour minimum)	72.00/hr	72.00/hr	75.00/hr
Half Turf Field (Primary hours)	60.00	60.00	65.00
Half Turf Field Tournament (6 hour minimum)	39.00/hr	39.00/hr	41.00/hr
Half Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	45.00	45.00	47.00
Basketball Court (Primary hours)	30.00	30.00	32.00

Basketball Court (Non primary hours) F 2:00 pm-5:00 pm Sat 8:00-12:00	M-	22.00	22.00	23.00
Basketball Court Tournament (6 hour minimum)		19.00/hr	19.00/hr	20.00
Volleyball Court (Primary hours)		20.00	20.00	22.00
Volleyball Court (Non primary hours) 2:00 pm-5:00 pm Sat 8:00-12:00	M-F	15.00	15.00	17.00
Volleyball Court Tournament (6 hour minimum)		13.00/hr	13.00/hr	15.00/hr
<b>Batting Cage Rental</b>				
15 Minutes				
Hour		25.00	25.00	28.00
<b>League Fees:</b>				
Per Individual Leagues		15.00-120.00	15.00-120.00	20.00-125.00
Per Team Leagues		100.00-650.00	100.00-650.00	110.00-650.00
Small meeting room		15.00/hr	15.00/hr	17.50/hr
Kitchen/large room		30.00/hour	30.00/hour	32.00/hr
Birthday Party pkg #1: Half field rental/ room rental, up to 20 children (\$3.00 per additional child)		80.00-250.00	80.00-250.00	84.00-260.00
Bouncer rental		20.00/hour	20.00/hour	22.00/hour
Facility rental (before or after hours)		150.00/hour	150.00/hour	165.00/hour
Overnight Lock in Package		600.00	600.00	630.00
Clinics/camps/tournaments		10.00 - 600.00	10.00 - 600.00	15.00-625.00
<b>Season Passes for Fieldhouse (October thru April)</b>				
Toddler Pass (ages 2-4)		46.00	46.00	48.00
Youth Pass (5-15)		70.00	70.00	73.00
Student Pass (Ages 16 and over w/ student ID)		92.00	92.00	96.00
Adult Pass (16-54)		115.00	115.00	120.00
Senior (55+)		70.00	70.00	73.00
<b>Season Passes for Fieldhouse (January thru April)</b>				
Toddler Pass (ages 2-4)		29.00	29.00	30.00
Youth Pass (ages 5-15)		41.00	41.00	43.00
Student Pass (ages 16 and over w/ student ID)		52.00	52.00	54.00
Adult Pass (ages 16-54)		64.00	64.00	67.00
Senior (55+)		41.00	41.00	43.00
<b>10 Visit Punch Card</b>				
Toddler (age 2-4) with supervising adult		Free	Free	Free
Youth (age 5-15)		35.00	35.00	37.00
Student (ages 16 and over w/student ID)		45.00	45.00	47.00
Adult (ages 16-54)		55.00	55.00	58.00
Senior (age 55+)		35.00	35.00	37.00

RESOLUTION 2020-29

WHEREAS, it is necessary to amend the fee schedule relative to the Golf and Recreation Divisions of the Parks and Recreation Department; and

WHEREAS the amended fee schedules are as follows;

- The 18-hole golf fee was mistakenly omitted from the approved fee schedule. Insert **\$23.50 18-hole golf fee**.
- Including tax the \$3.25 golf season pass capital maintenance fee totals \$3.49. It was requested from the golf pro to increase **capital maintenance fee to \$3.26** so the total equals an even \$3.50.
- The golf ‘add 9-hole’ rate was set at \$7.00. However, the new 9-hole rate and 18-hole rate do not match the \$7.00 fee. To make the fee consistent it is recommended to change the **18-hole senior rate to \$21.50**, the **18-hole junior rate to \$18.50**, and the **18-hole weekend rate to \$26.00**.
- The youth program fee was increased from \$0-\$100 to \$25-100. After closer review City Recreation staff recommends changing the **youth program fee to \$5-\$100**. The Parks and Recreation Department offers several short basic programs that \$25.00 is not justified.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Golf and Recreation Divisions of the Parks and Recreation Department amended changes to the Fee Schedule to be incorporated into the 2019/2020 budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
January 24, 2020        ✕ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-15

**#2020-30 - Approving Proposal for Recruiting Firm to Search to Fill City Attorney Position**

Staff Contact: Aaron Schmid, Human Resources Director

# Council Agenda Memo

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

**Meeting:** January 28, 2020

**Subject:** Approving Proposal for Recruiting Firm for Search to Fill City Attorney Position

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

## Background

The City Attorney position has been vacant since May of 2019. Stacy Nonhof has served as the interim City Attorney during the search for a replacement. Efforts to find a new City Attorney have been unsuccessful despite multiple recruiting strategies.

Administration recently conducted a Request for Proposal for a recruiting firm to assist with filling the City Attorney position. Seven potential bidders were notified and the City received two responses.

## Discussion

The Administration is seeking approval to utilize the services of Celebrity Staff for the City Attorney position. Celebrity Staff is based on Omaha, NE. They operate under C&A Industries which conducts business in all 50 states. Celebrity Staff is experienced in the recruitment of legal professionals. Their client list includes other Nebraska municipalities.

Celebrity Staff agrees to conduct a contingency based search in return for a 30% fee of the new hire's base salary. The current salary range for the City Attorney classification is \$106,460.85 to \$147,834.75. A 30% fee would range from \$31,938.26 to \$44,350.43. Should a candidate leave, through no fault of the City within 90 calendar days of initial employment, the search firm would agree to locate and present additional candidates of comparable qualifications at no additional charge.

## 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 proposal to utilize the services of Celebrity Staff for the City Attorney vacancy.

### **Sample Motion**

Move to approve the request to utilize Celebrity Staff for the City Attorney vacancy.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
RECRUITING FIRM FOR SEARCH TO FILL CITY ATTORNEY POSITION**

**RFP DUE DATE:** January 14, 2020 at 4:15 p.m.

**DEPARTMENT:** Human Resources

**PUBLICATION DATE:** December 26, 2019

**NO. POTENTIAL BIDDERS:** 7

**PROPOSALS RECEIVED**

**Bakertilly Tilly Virchow Krause, LLP**  
Addison, TX

**Celebrity Staff**  
Omaha, NE

cc: Aaron Schmid, Human Resources Director  
Jerry Janulewicz, City Administrator

Stacy Nonhof, Purchasing Agent  
Patrick Brown, Finance Director

**P2174**

January 22, 2020

Aaron Schmid, HR Director  
City Of Grand Island  
Po Box 1968  
Grand Island, NE 68802

Re: Direct Hire Program

Celebrity Staff is looking forward to assisting you in your search to fill your City Attorney.

**FEES:** Celebrity Staff agrees to search for candidates on a contingency basis. City Of Grand Island agrees to pay a placement fee to Celebrity Staff in the amount of 30% of the candidate's estimated first year's base salary or total compensation, including estimated commissions, bonuses, and/or other variable compensation. Celebrity Staff's fee is earned when an individual referred to City Of Grand Island by Celebrity Staff for any role is hired, directly or indirectly, as an employee, consultant, or independent contractor for any role with City Of Grand Island, its affiliates, parents, or subsidiaries, within 12 months of Celebrity Staff's most recent activity on behalf of the individual in regard to City Of Grand Island ("referred" means any manner or means of communication of a candidate's identity). City Of Grand Island agrees to pay all placement service fees and all reasonable pre-approved expenses incurred by Celebrity Staff within 30 days of receipt of invoice, activating our replacement guarantee. City Of Grand Island agrees to reimburse Celebrity Staff for all reasonable costs of collection, including attorney fees.

**CONFIDENTIALITY OF REFERRALS:** All candidate referrals made by Celebrity Staff are made on a confidential basis and City Of Grand Island shall hold Celebrity Staff harmless from any liability resulting from its unauthorized disclosure or misuse of information regarding any candidates or their candidacy.

**DISCLAIMER:** While Celebrity Staff conducts a search and presents only those that are believed to be qualified, City Of Grand Island will make the hiring decision. We recommend City Of Grand Island conduct its own qualitative research and interviews to verify candidate information and/or to obtain any additional information deemed necessary.

Celebrity Staff does not guarantee the performance of any candidate or the accuracy of information provided to City Of Grand Island regarding a candidate. Celebrity Staff disclaims any responsibility for claim, loss, or liability as a result of a candidate's acts or omissions.

Since City Of Grand Island controls the hiring decision, Celebrity Staff cannot be responsible for any termination decision by City Of Grand Island. However, should a candidate leave, through no fault of City Of Grand Island within 90 calendar days of initial employment, Celebrity Staff will locate and present additional candidates of comparable qualifications at no additional charge. Celebrity Staff must be notified in writing within five (5) days of the separation.

The Client Company will pay all candidates interviewing expenses (out of town travel, rental car, lodging, etc.).

This agreement will be governed by and construed in accordance with the laws of the state of Nebraska, without reference to any conflicts of law principles thereof, and supersedes any previous contracts and agreements between the parties.

Please sign and date below, to acknowledge your receipt and understanding of the Direct Hire Program.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

Sincerely,  
Patty North, General Manager

Celebrity Staff – EEO/Veteran/Disability Employer  
C&A Plaza • 13609 California Street, Suite 110 • Omaha, NE 68154-5260 • (402) 938.2000 • (800) 910.7354

RESOLUTION 2020-30

WHEREAS, the City of Grand Island requested proposals for a Recruiting Firm for search to fill the City Attorney position; and

WHEREAS, on January 14, 2020, proposals were received, opened and reviewed; and

WHEREAS, Celebrity Staff, of Omaha, Nebraska, submitted a proposal in accordance with the terms of the advertisement of request for proposal, such proposal being in the amount of 30% of the candidate's first year base salary.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Celebrity Staff, in the amount of 30% of the candidate's first year base salary for City Attorney vacancy, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-16

**#2020-31 - Approving Memorandum of Agreement and Deed for the Transfer of the Veterans Home Cemetery to the City of Grand Island**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerry Janulewicz, City Administrator  
**Meeting:** January 28, 2020  
**Subject:** Veterans Home Cemetery.  
**Presenter(s):** Jerry Janulewicz, City Administrator

## Background and Discussion

On December 17, 2019, Council approved Resolution #2019-379 thereby approving a Memorandum of Agreement (MOA) with the Nebraska Department of Administrative Services providing for the City to assume title to and responsibility for the Nebraska State Veterans Home Cemetery. The MOA as presented to and approved by Council referenced the use of headstones to be provided by the Nebraska Department of Veterans Affairs. Following Council action, the Nebraska Department of Administrative Services (DAS) learned that such headstones are provided by the United States Department of Veterans Affairs. In response to this information, DAS did not approve the original MOA and submits the accompanying MOA with the correct agency identified for the source of headstones. This revised MOA is in other respects substantively the same as the MOA approved by Council on December 17, 2019.

## Conclusion

City Administration recommends approval of the MOA that accompanies this Memo, thereby agreeing to accept title to and responsibility for the Nebraska State Veterans Home Cemetery

## Alternatives

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

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

## Sample Motion

Move to approve the resolution.

## Memorandum of Agreement

This memorandum of Agreement between the City of Grand Island (“City”) and the State of Nebraska by and through the Nebraska Department of Administrative Services, (“State”) this 17th day of December, 2019.

Whereas, a cemetery is located on the grounds of the Grand Island Veterans Home (GIVH).

Parcel # 400145379, miscellaneous tracts S5-T11-R9; 3.76 Acres

Parcel# 400145376, miscellaneous tracts S5-T11-R9; 2.28 Acres

Whereas, the State of Nebraska intends to transfer ownership of the Grand Island Veterans Cemetery to the City of Grand Island.

Now, therefore, in consideration of the premises herein, the City and State agree as follows:

- 1) Commencing upon final approval of this Memorandum of Agreement by State and by City , and transfer of the property to City, the City shall:
  - a) Assume responsibility for general maintenance of the cemetery grounds to including, but not limited to, the following: general landscaping maintenance and snow removal.
  - b) Protect the cemetery by continued maintenance of fencing and protective boundary obstacles to general accessible areas.
  - c) Protect the cemetery grounds from commercial and residential encroachment through greenspace buffer or the addition of public cemetery areas.
  - d) Permit future internments of those individuals identified on the list of reserved gravesites provided by State on January 4, 2019 (the “reserved internments”). Additional internments shall be permitted at the discretion of City’s City Council.
  - e) For reserved internments only, open and close the gravesite and set headstones provided by the United States Department of Veterans Affairs, all at no cost or fee to the deceased’s estate or next of kin. City’s fee schedule and policies shall apply to all non-reserved internments permitted by City.
  - f) Unless otherwise permitted by City, only headstones provided by United States Department of Veterans Affairs, shall be permitted.
  - g) Maintain the cemetery records received from the state and shall update such records as needed.
- 2) Upon approval of this Memorandum of Agreement by State and City, State agrees to transfer the Veterans Home Cemetery property to the City of Grand Island by quitclaim deed.

Dated: \_\_\_\_\_, 2020.

Dated: \_\_\_\_\_, 2020.

STATE OF NEBRASKA, DEPARTMENT OF  
ADMINISTRATIVE SERVICES

CITY OF GRAND ISLAND

BY: \_\_\_\_\_

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

[attest]

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

RESOLUTION 2020-31

WHEREAS, the Memorandum of Agreement, executed in March and April, 2016, by and between the City of Grand Island (“City”) and the State of Nebraska Department of Administrative Services (“DAS”) contemplated that DAS would transfer the former Nebraska State Veterans Home buildings, campus grounds, and cemetery to the City upon mutually agreeable terms; and

WHEREAS, it is right and fitting that the City and community honor the veterans interred at the Nebraska Veterans Home Cemetery at Grand Island by accepting transfer of the Veterans Home Cemetery, thereby assuming responsibility for the continued maintenance and care of the cemetery grounds pursuant; and

WHEREAS, the prior Memorandum of Agreement dated December 17, 2019 with DAS was not approved by DAS and is replaced with a Memorandum of Agreement dated January \_\_\_, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Agreement by and between City and DAS dated January \_\_\_, 2020 should be and is hereby approved.

---

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form	☒ _____
January 24, 2020	☒ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-17

**#2020-32 - Approving Final Plat and Subdivision Agreement for  
Nikodym Subdivision**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** January 28, 2020  
**Subject:** Nikodym Subdivision – Preliminary and Final Plat  
**Presenter(s):** Chad Nability, AICP, Regional Planning Director

## Background

A replat of all of Lot1, Super Bowl Subdivision, in the City of Grand Island, Hall County, Nebraska. Located east of Cherry St and north of Bismark Rd. (3 lots, 19.492). This property is zoned CD- Commercial Development Zone and is in the process of being rezoned to RD- Residential Development & Amended CD- Commercial Development Zone

## Discussion

The preliminary and final plats for Nikodym Subdivision were considered at the Regional Planning Commission at the January 8, 2020 meeting.

A motion was made by Ruge and second by Rubio to approve the preliminary and final plat as presented.

A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Nelson, Ruge, Maurer, Robb, Monter, Rubio, Allan, and Rainforth) and no members present voting no.

## Alternatives

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

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

## Recommendation

City Administration recommends that Council approve the final plat as presented.

# Sample Motion

Move to approve as recommended.



**Developer/Owner**

Gosan Inc, A Nebraska Corporation  
1010 Bismark Rd.  
Grand Island, NE 68801

**Size: Final Plat 3 lots, 19.942 Acres**

**Zoning:** RD Residential Development Zone and CD Commercial Development Zone

**Road Access:** Existing Streets

**Water Public:** City water is available and will be extended to all lots.

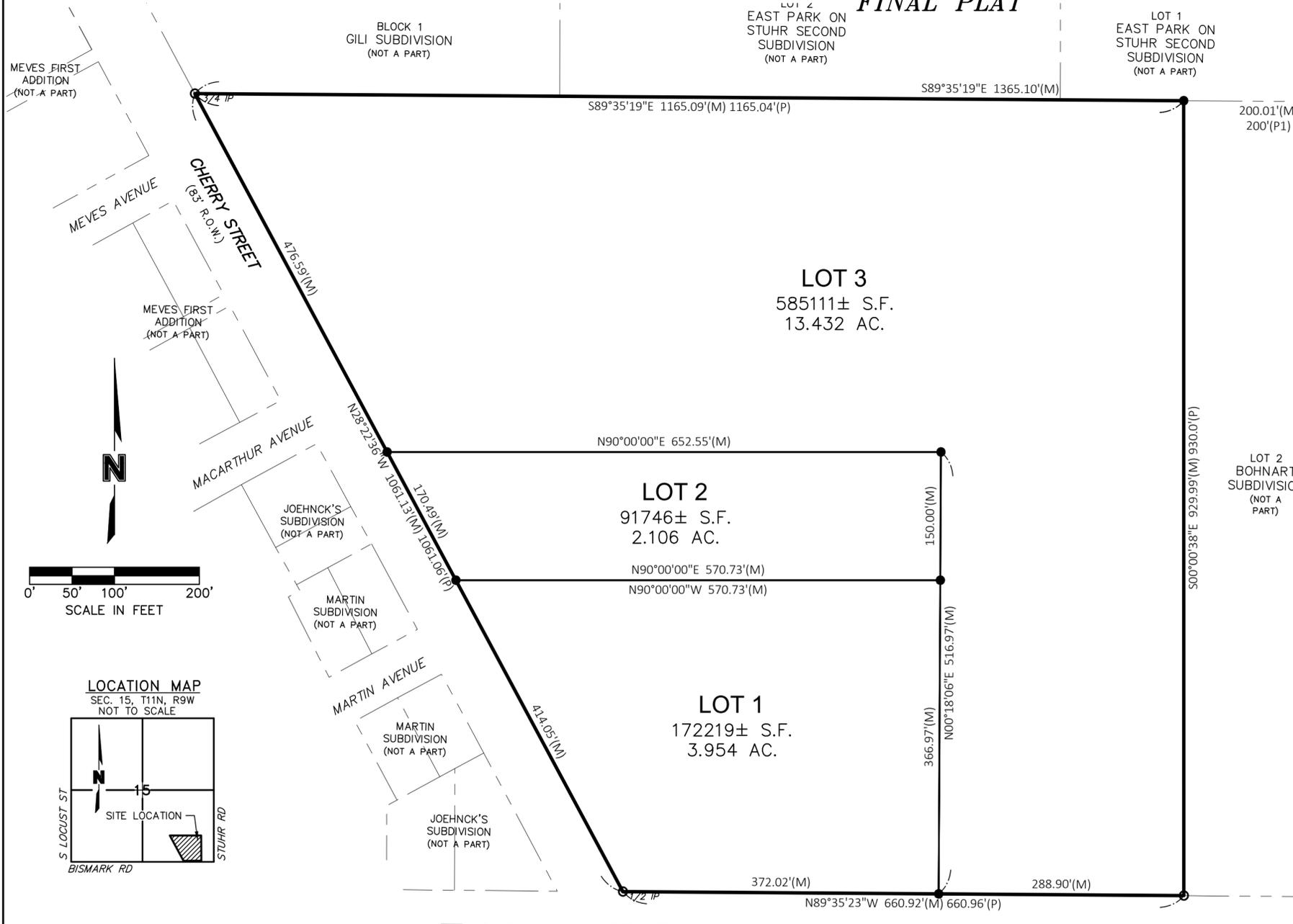
**Sewer Public:** City sewer is available and will be extended to all lots.



# NIKODYM SUBDIVISION

## CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT



**LEGAL DESCRIPTION**

A REPLAT OF ALL OF LOT 1, SUPER BOWL SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 849,075.17 SQUARE FEET OR 19.492 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ON \_\_\_\_\_, 2019, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF A REPLAT OF ALL OF LOT 1, SUPER BOWL SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

**DEDICATION OF PLAT**

KNOW ALL MEN BY THESE PRESENTS, THAT GOSAN INC., A NEBRASKA CORPORATION, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "NIKODYM SUBDIVISION" A REPLAT OF ALL OF LOT 1, SUPER BOWL SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT \_\_\_\_\_, NEBRASKA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

GEORGE J. OVERFIELD JR., PRESIDENT & PERSONALLY GOSAN INC., A NEBRASKA CORPORATION

**ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF HALL

BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED GEORGE J. OVERFIELD JR., PRESIDENT & PERSONALLY, GOSAN INC., A NEBRASKA CORPORATION, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

NOTARY PUBLIC

**LEGEND**

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- PROPERTY LINE
- SUBDIVISION LINE
- NEW PROPERTY LINE
- M MEASURED DISTANCE
- P PLATTED DISTANCE SUPER BOWL SUB
- P1 PLATTED DISTANCE BOHNART SUB
- P2 PLATTED DISTANCE CAREY SUB

OWNERS: GOSAN INC.  
SUBDIVIDER: GOSAN INC.  
SURVEYOR: OLSSON  
ENGINEER: OLSSON  
NUMBER OF LOTS: 3

**APPROVAL**

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

CHAIRPERSON \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_

**olsson**  
201 East 2nd Street  
Grand Island, NE 68801  
TEL 308.384.8750  
FAX 308.384.8752

PROJECT NO. 2019-3284  
JOHN NIKODYM  
SURVEY  
FB GI 2019-3

DWG: F:\2019\3001-3500\019-3284-40-Design\Survey\SRVY\Sheets\V\_FLAT\_0193284.dwg  
 DATE: Dec 19, 2019 1:50pm  
 USER: jjimenez  
 XREFS: V\_XRWAY\_0193284

22

# Hall County Regional Planning Commission SUBDIVISION APPLICATION

This application must be submitted a minimum of 20 calendar days prior to a planning commission meeting to be considered at that meeting.  
Planning Commission meetings are typically held on the first Wednesday of the month.

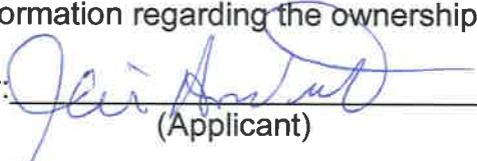
## Owners Information

Name GOSAN INC. / John Nikodym  
Address 1111 Hwy 281  
City Red Cloud, State NE Zip 68970  
Phone 402-746-2248

Attach additional information as necessary for all parties listed as an owner on the plat and any other party such as: partners, Deed of Trust holders, etc...

All owners, lien holder's etc... will be required to sign the dedication certificate on the final plat.

As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application:

By:   
(Applicant)

## Surveyor/Engineers Information

Surveyor/Engineering Firm Olsson  
Address 201 East 2<sup>nd</sup> Street  
City Grand Island, State NE Zip 68801  
Phone 308-384-8750  
Surveyor/Engineer Name Jai Jason Andrist License Number LS 630

**SUBDIVISION NAME:** Nikodym Subdivision

### Please check the appropriate location

- Grand Island City Limits
- 2 Mile Grand Island Jurisdiction
- Hall County
- City of Wood River or 1 Mile Jurisdiction
- Alda or 1 Mile Jurisdiction
- Cairo or 1 Mile Jurisdiction
- Doniphan or 1 Mile Jurisdiction

470 + 10 per lot

8 500.00

### Please check the appropriate Plat

- Preliminary Plat
- Final Plat
- Administrative Plat (Grand Island, Alda, Doniphan, and Cairo)

Number of Lots Lots 3

Number of Acres 19.492 acres

### Checklist of things Planning Commission Needs

- 10 + 15 copies if in City limits or the two mile jurisdiction of Grand Island
- 5 + 15 copies if in Hall County, City of Wood River, Village of Cairo, Doniphan or Alda.
- 5 copies if Administrative Plat
- Closure Sheet
- Utilities Sheet
- Receipt for Subdivision Application Fees in the amount of \$ 450.00

Providing false information on this application will result in nullification of the application and forfeiture of all related fees. If you have any questions regarding this form or subdivision regulations administered by the Hall County Regional Planning Department call (208) 284-2241

\* This Space Reserved for Register of Deeds \*

SUBDIVISION AGREEMENT

**NIKODYM SUBDIVISION**

(Lots 1 through 3)

In the City of Grand Island, Hall County Nebraska

The undersigned GOSAN INC., A NEBRASKA CORPORATION hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF ALL OF LOT 1, SUPER BOWL SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 849,075.17 SQUARE FEET OR 19.492 ACRES MORE OR LESS.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as NIKODYM SUBDIVISION, designating explicitly the land to be

laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said NIKODYM SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Cherry Street and Bismark Road where they about the subdivision.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district

to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the Lots 2 and 3 are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Cherry Street		X	NO
Bismark Road		X	NO

Immediate sidewalk construction adjacent to Lot 1 shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy

6. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

7. **RD Zone.** The Subdivider agrees to follow the R2 – Low Density Residential setbacks, height and coverage requirement for any construction on Lot 2 with a

minimum front yard setback from Cherry Street of 30 feet to provide the required landscape buffer in the RD zone. The subdivider also agree that development of lot 3 shall be restricted with no further development until such time a plan is presented to and approved by the Grand Island City Council or the property is rezoned to another zoning district.

8. **CD Zone.** Lot 1 shall be maintained for commercial purposes including a car museum, private library and reception hall as permitted in the CD zoning district and in compliance with all building and life safety codes adopted and enforced by the City of Grand Island.

9. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

10. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed

with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

11. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as NIKODYM SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

12. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated \_\_\_\_\_, 2020.

GOSAN INC., A NEBRASKA CORPORATION

By: \_\_\_\_\_  
George J. Overfield Jr., President

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George J. Overfield Jr., President of Gosan Inc., a Nebraska Corporation, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Gosan Inc., a Nebraska Corporation.

WITNESS my hand and notarial seal the date above written.

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



RESOLUTION 2020-32

WHEREAS Gosan Inc., A Nebraska Corporation being the said owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “NIKODYM SUBDIVISION”, a replat of all of Lot 1, Super Bowl Subdivision, in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of NIKODYM SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

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

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
January 24, 2020        ✕ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item G-18

**#2020-33 - Approving Support of Establishment of a State  
Veterans Cemetery**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerry Janulewicz, City Administrator

**Meeting:** January 28, 2020

**Subject:** Resolution of Support for Establishment of a State Veterans Cemetery.

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

## Background

During the current session of the Nebraska Legislature, Senators Quick and Brewer introduced LB911 which provides for the establishment of a State Veterans Cemetery in Grand Island on lands to include the Nebraska State Veterans Home Cemetery located at the intersection of Capital Avenue and Webb Road. Currently, the only Nebraska State Veterans Cemeteries are located in Box Butte and Sarpy Counties. Creation of a State Veterans Cemetery in Grand Island is supported by the Hall County Board of Commissioners and by a group of Veterans advocates, who are requesting that the City Council and Mayor express support for the establishment of a State Veterans Cemetery through adoption of a resolution of support.

## Discussion

State veterans cemeteries are typically developed utilizing grant funds made available to states by the United States Department of Veterans Affairs (VA). Project grants are not considered until the state has acquired title to the lands to be developed and have appropriated the necessary matching funds required by the grant. In addition to these basic requirements, the VA typically will require sufficient cemetery area to accommodate the projected burial needs for a minimum of 20 years, and include necessary parking, assembly, and other areas necessary for a properly functioning cemetery. Thus, the area that comprises the current cemetery is not sufficient for a State Veterans Cemetery. Additional lands from the City will be required by the State before submitting a cemetery development grant application to the VA. If LB911 is enacted, City administration will engage in discussions with the Nebraska Department of Veterans Affairs to determine the desired area to be conveyed for the cemetery and the terms of any such transfer.

## **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 approval of the Resolution supporting the establishment of a State Veterans Cemetery in Grand Island.

## **Sample Motion**

Move to approve the resolution.

RESOLUTION 2020-33

WHEREAS, LB911 before the Legislature of Nebraska, One Hundred Sixth Legislature, Second Session, was introduced by Senators Quick and Brewer; and

WHEREAS, if enacted, LB911 directs the Director of the Nebraska Department of Veterans Affairs to negotiate with the City of Grand Island for acquisition of lands for the establishment of a State Veterans Cemetery and to seek grant funds for development of the same; and

WHEREAS, a State Veterans Cemetery in Grand Island would consist of the existing Nebraska State Veterans Home Cemetery and additional abutting lands sufficient in size to qualify for development grant funds from the United States Department of Veterans Affairs; and

WHEREAS, the members of the City Council and Mayor of the City of Grand Island desire to express their collective support for the establishment of a State Veterans Cemetery at the site of the former Nebraska State Veterans Home Cemetery.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council and Mayor of the City of Grand Island hereby supports the establishment of a State Veterans Cemetery at the site of the former Nebraska State Veterans Home Cemetery.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on January 28, 2020.

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

Attest:

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

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item I-1

**#2020-34 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 17 for Phase 3 of the Prairie Commons Development located West of Ewoldt Street, South of Husker Highway (Tabitha Grand Island, Inc.)**

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

Staff Contact: Chad Nabity

RESOLUTION 2020-34

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 17 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to construct a senior living facility with a combination of independent living, assisted living, skilled and memory care and all necessary site work, streets, grading and public infrastructure along with eligible planning expenses and fees associated and other eligible activities associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 17 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
  - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 28, 2020

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of January 15, 2020 through January 28, 2020**

*The Claims for the period of December 31, 2019 through January 14, 2020 for a total amount of \$4,733,570.89. A MOTION is in order.*

Staff Contact: Patrick Brown